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The Solicitors' Journal & Reporter.

VOLUME XIV.

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The Solicitors' Journal.

LONDON, NOVEMBER 6, 1869.

WE UNDERSTAND that the vacancy occasioned by the death of the late Lord Justice Selwyn will not be filled up, at any rate during the present year.

WE PRINT THIS WEEK an account of the twenty-second annual meeting of the Metropolitan and Provincial Law Association, held at York. The forty-third annual meeting of the Incorporated Law Association of Liverpool was held on Wednesday, the 3rd inst., at the Law Association's rooms in Cook-street, Liverpool. The election of officers takes place on Monday next. In our next week's issue we shall report the proceedings.

THE PROSECUTION of the Rev. Mr. Bennett, now pending in the Court of Arches, raises some important questions of law and practice as well as of doctrine, which, singularly enough, when the late unhappy frequency of ecclesiastical suits is taken into account, still remain unsettled. Mr. Bennett has had articles exhibited against him for a great variety of alleged heresies, and among others for having expressed an opinion contravening the 29th article of religion "of the wicked which eat not the body of Christ in the use of the Lord's Supper." To this last charge the Dean of the Arches, whose duty it is, in the absence of the accused clerk, to see that no improper articles are admitted, has taken two objections:—First, that it was not specifically alleged in the letters of request from the Bishop of Bath and Wells to the Arches Court, nor in the opinion of the judge could it be gathered from them by necessary implication; secondly, that, even assuming the letters of request stated the charge sufficiently, it was not a subject of inquiry before the commissioners on whose report those letters issued. Now, there can be little doubt that the first objection is well founded, if the learned Dean of the Arches' construction of the letters of request be the true one. They are the foundation of the suit, and the articles must not go beyond them in any particular (*Breeks* v. *Woolfrey*, 1 Curteis, 880; *Simpson* v. *Flamank*, 16 W. R. 8); a wise and salutary rule, which is also applicable to the citation or decree following the reception of the letters of request, and which prevents a defendant from being taken by surprise. But on the second point there is room for doubt, as there is no direct authority upon it. That the law *ought to be* as the judge has decided that it is, seems only fair and reasonable. The letters of request are issued upon the report of the commissioners. Surely they ought not to contain charges which have never been before the commissioners at all. Such a construction of the Church Discipline Act (3 & 4 Vict. c. 86), would render the issuing of a commission an idle and useless form. On the other hand the counsel for the promoters argue that when once a commission of inquiry has reported against a clergyman, the suit instituted may include any charge the promoter may choose to bring. Nor is such a contention without foundation, inasmuch as there is no absolute need for a commission of inquiry to report at all. The bishop may send a case, by letters of request, to the Court of Appeal, either "in the first instance or after the commissioners shall have reported" (3 & 4 Vict. c. 86, s. 13). Still, whenever he does deem it expedient to appoint commissioners, and they make a report, it appears to us to be somewhat unjust to include any charges in the articles which are not in the report. We shall therefore be glad if the Privy Council find themselves able to affirm the judgment of Sir R. Phillimore on this matter. The question is entirely novel, the Privy Council having, on the only occasion on which it has been before them hitherto, expressly declined to decide it (*Bonwell* v. *Bishop of London*, 14 Moo. P. C. 395).

THE COURT OF QUEEN'S BENCH has refused to release the prisoners committed for contempt by the Beverley commissioners. The ground of this decision was that the commissioners had, by the Act of Parliament, power to sit "from time to time," so that the sitting at which the prisoners had been committed might be treated as a good sitting newly appointed by the commissioners, even if their former sittings could not be deemed to have been properly continued to that day by regular adjournments. The case, of course, depended entirely upon the construction to be put on the statute, and as usual the point was one which evidently was not contemplated at all by the Legislature. There were, therefore, some passages in the statute from which it might be argued that the intention of the Legislature was in favour of one view, and other passages from which a contrary intention might be inferred. On the whole there seemed sufficient to justify the Court in arriving at the conclusion which they did, and of course it was most satisfactory that they were able to do so.

The whole affair has been an unfortunate one, not the least unsatisfactory circumstance in connection with it being the manner in which it has been taken up as a party question. Because the Commissioners at Beverley had succeeded in discovering a greater amount of corruption on the Conservative side than on the Liberal, it was thought not unbecoming by writers in the Conservative newspapers to rail at the commissioners pretty smartly for their conduct, the illegality of which was almost taken for granted; and it was currently re-

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ported that, in the event of an Act of Parliament having been found to be requisite to make valid the acts of the commissioners, and to enable them to make their report, it would have been opposed by the strength of the Conservative party. On the other hand the Liberal press have quite as recklessly supported the Commissioners, and in some cases, in commenting on the decision of the Queen's Bench, go so far as to say that the Court have decided that the conduct of the Commissioners was perfectly legal. This most certainly they did not do, because although the Court held that the Commissioners had, at the time they committed the prisoners, their statutory powers, the judges expressly refrained from deciding that they had them at the meeting at which only two were present. Indeed they expressed the strongest possible opinion that the two Commissioners had not the power to act alone, and that the meeting in question was irregular. This opinion, of course, being in the view taken of the Act not necessary to the decision of the case before the Court, was extra-judicial. The only result of the informality probably is that the witnesses examined before two Commissioners only could not be convicted of perjury.

Bribery will never be put down as long as either the general question, or the discussion of particular cases, are taken up as party matters. It is surprising that political partisans do not see that either to palliate or attempt to interfere with the detection of corruption committed or supposed to be committed in the interest of their own party, or to make corruption committed in the interest of the opposite party a ground of party complaint, is equally compromising to themselves. As long as neither party can boast that the hands of all its members are clean, which recent revelations as well as former ones show to be the case, it cannot be to the advantage of partisans on either side to argue that members of the opposite party are responsible for the acts of all its members. It would be far better for them sternly to repudiate all connection with corrupt political associates, and rather to encourage their opponents to do the same, than to taunt them into their defence. No man will be deterred from bribery by fear of the bad opinion of his opponents, though he may by fear of that of his friends; and it is after all to the formation of a sounder public opinion rather than to coercive measures that we must look for the repression of bribery.

We understand that, notwithstanding the decision of the Court of Queen's Bench, this matter is not to be allowed to drop. It is reported that an application will shortly be made either to the Court of Exchequer or of Common Pleas. This it is competent to the parties to do, but obviously their chance of success is much diminished by the fact of their having made an unsuccessful application elsewhere.

The Bridgwater Commissioners are now also before the Court of Queen's Bench, a rule having been granted yesterday calling upon them to show cause why a *mandamus* should not issue directing them to give a certificate of indemnity to Mr. Henry Lovibond, solicitor, of Bridgwater. Upon the argument of this rule the questions will arise, first, whether the Commmissioners have a discretion as to granting or withholding the certificate; and secondly, supposing they have no discretion in cases where the evidence of the witness is both full and true, which rather seems to be the construction to be put upon the Act, whether they are not the sole judges of the fulness and truth of the evidence. It certainly seems a little inconvenient that an issue should be raised upon the return to a *mandamus* as to whether or not certain evidence was true.

A CASE HAS JUST BEEN TRIED in the Salisbury County Court which demands attention. The plaintiff was the station-master of the South-Western Railway at Milford, the defendant a sergeant of the Salisbury police. The plaintiff sued the defendant for damages for false imprisonment under the following circumstances:—The plaintiff, when returning one night from a croquet party with a friend, was arrested by the defendant, charged with being drunk and riotous, hurried off to the station-house, and locked up for the night. In the morning the magistrates dismissed the charge against the plaintiff, although two or three policemen, including the defendant, swore that he was drunk and riotous. Thereupon the plaintiff brought the action in question. When the plaintiff's case had been stated, Mr. Collins, who appeared for the defendant, said that his client would admit that he had exceeded his duty, would withdraw the charges of drunkenness and riotous conduct against the plaintiff, and would consent to a verdict for £5 and costs. Thus the case ended, as far as the Court was concerned, but the public have a right to know what course the authorities are going to take with respect to the members of the police force who swore so positively to what was afterwards retracted, and whether these and similar cases will not induce criminal courts to adopt the theory of Mr. Taylor in his "Treatise on the Law of Evidence," that the testimony of policemen should be "watched with care."

COMPLAINTS HAVE BEEN MADE of the manner in which some of the business on the Northern Circuit has to be disposed of. It is well known to practitioners that at Manchester alone there are frequently nearly a hundred causes for trial, and at Liverpool half as many more, so that it is absolutely impossible for the judges upon this circuit adequately to dispose of this mass of business within the allotted space of time.

Two suggestions have been made by way of remedy. First, that in the present dearth of election business two of the election petition judges (one being left in town) might go this circuit as extra judicial strength to meet an acknowledged necessity; and secondly, that Lancaster, Manchester, Liverpool, and Appleby might be formed into a separate circuit, with, if it were thought desirable, York and Leeds taken from the Midland, the two election petition judges in their turn going this circuit. Just at present, no doubt, two election judges could well be told off for the work, but what would become of the extra circuit after a general election?

IT IS STATED IN THE *Post Magazine and Insurance Monitor* that when the business of the Medical Invalid and General Assurance Office was transferred to the Albert Company in 1860, a deed was executed by which the funds of the former society were assigned to trustees upon trust to pay the claims as they arose under the policies, with power to release in favour of the Albert such portion of the fund as applied to policies surrendered or exchanged, and to pay over to the Albert the remainder of the fund at the expiration of ten years from the date of the deed. It is stated that the trustees of this fund hold between £30,000 and £35,000. On Thursday last, in a suit of *Foot* v. *Hopkinson*, instituted by a shareholder in the Medical Company against the trustees for the administration of this fund, Vice-Chancellor Malins made an order for a receiver.

A SOMEWHAT NOVEL APPLICATION was made yesterday to Vice-Chancellor Stuart. Counsel moved, *ex parte*, for an injunction under the following circumstances:—A solicitor sought to stay the issuing out of a cheque by the Accountant-General, except upon the terms of his claim for taxed costs being provided for. He had acted for a creditor in the cause, to whom the cheque was ready to be paid. It was admitted that no petition for a charging order had been presented, but an offer was made to correct this in the course of the day. The Vice-Chancellor said he had never heard of such an application by an attorney against his client. It seemed to him the plaintiff was remitted to his remedies under the Attorneys and Solicitors Act. Counsel said the solicitor did not know where to serve the creditor, and it was only necessary for such creditor to be identified by a

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solicitor in the course of the day, to obtain the money. The Vice-Chancellor made the order, the solicitor undertaking to be answerable in damages.

"CHANCERY RETRENCHMENT."

Our readers will have seen in our last volume* a copy of a notice which appeared some time ago in the *Times* under the heading of "Chancery Retrenchment." The article in question displays such profound ignorance as well of the past history of the court as of the present state of business there, that we might well have considered it unnecessary to notice it further had it not come to our knowledge that it is not intended for the present to fill up the vacancy on the Bench caused by Sir Charles Selwyn's death. This determination on the part of the Government leads us to fear that the proposition put forward in the *Times* finds more favour with them than it deserves, and with the recollection of the narrowness of our late escape (if we have in fact escaped) from the proposed change of site of the New Law Courts, we deem it desirable to call attention to the proposal of the *Times* at once, in order, if possible, to prevent any action from being taken upon it.

It is proposed, in effect, to reduce the number of the equity judges of first instance by one, by simply converting the Master of the Rolls into an appellate judge. The author of this notable scheme appears to be ignorant that when Lord Chancellor Cranworth, in 1866, presented a bill to the House of Lords for this very purpose, it was opposed by every other law lord in the House at the time (including Lord Romilly himself), on the ground that the official duties of the Master of the Rolls were such as could not be so conveniently associated with the judicial duties of an appellate judge as with those of a judge of first instance, and the bill was accordingly withdrawn. True, that bill proposed to create a fourth Vice-Chancellor, and did not thus far possess the merit (?) of seeking to impede the administration of justice in the Court of Chancery; the court of which we hear, on the one hand, that the delays are all but interminable, and on the other, through the wiseacre who writes in the *Times*, that "the powers of primary jurisdiction are in excess of the requirements of the public." To the extraordinary allegations on this point made by the *Times* we will refer by-and-bye, but at present we desire to point out that in the opinion of Lord Romilly himself, as evidenced by his conduct on the occasion we have mentioned, if the staff of equity judges of first instance be susceptible of reduction, that reduction should not be effected by any interference with the office of Master of the Rolls, but by abolishing thereto that of the Vice-Chancellor appointed under the provisions of the Masters in Chancery Abolition Act. Of course, if it be desirable that Lord Romilly should be the new Lord Justice, and if his Lordship consent, we are not to be understood as offering any opposition to his appointment; but this should not, we think, be effected in the manner proposed, but by a simple appointment of Lord Romilly as Lord Justice, and the appointment of some other person to be Master of Rolls. If this appointment were given to one of the present Vice-Chancellors the proposed reduction would be effected as completely as, and far more conveniently than, by the method advocated in the *Times*.

This, however, assumes that four judges of first instance are too numerous for the requirements of the court. The *Times* says:—

It is well known by practitioners in the Chancery Courts that the powers of primary jurisdiction are in excess of the requirements of the public, and that the delay, small as it now is comparatively with times of old, is occasioned by the inadequacy of strength to the work required in the equity chambers; in fact, the equity courts in this country have become only compilers and extractors of bewildered account-books—a duty properly of those gentlemen who inhabit accountants' chambers. The actual equity business relating to property is now so small that the institution of Vice-Chancellors has, in truth, become unnecessary, and even with the other court cases there is a difficulty in distributing it so as to give even an apparent work in court to the four junior equity judges, though their chambers are thronged with expectant and disappointed suitors. The points of law for argument and decision by the judges in court are so few in comparison with the inquiries by their clerks that despair often marks the countenance of the gentlemen learned in the law. It is obvious, then, that the proper course is to reduce the number of judges while increasing the staff of those who remain. . . . .

A short Act could declare the Master of the Rolls for the time being to be chief judge of the Court of Appeal in Chancery; that his chief clerks, with their staff, should be assigned between the Vice-Chancellors as additional officers in chambers by a general order in chancery; that the Lord Chancellor and Vice-Chancellors should, by general orders, distribute all primary jurisdiction matters between the Vice-Chancellors.

No additional officers are required, and the salaries of the present holders are already subject to the Treasury: neither are new courts required, those now attached to the Rolls' Court being confessedly the best in use, an arm-chair for the junior judge of appeal being the only article of furniture with which the country need be charged."

Passing over the trifling difficulty of seeing how a redistribution of the chief clerks among three instead of four judges, *their number remaining the same*, could in any manner relieve the "chambers thronged with expectant and disappointed suitors," we beg leave to take issue with the *Times* on the point which forms the very foundation of the whole argument.

In the first place, practitioners in chancery are well aware, as has been frequently shown in these columns, that what is really wanted is more judicial power in chambers,—not that more work should be done in court, but that more of the work which is done in chambers should be done by the judge,—and that a distribution of the same number of chief clerks over a *greater*, instead of a *less*, number of judges would be an efficient, and the only efficient, remedy for much of the evil which still exists. We quite agree that this evil is "small comparatively with times of old," but the scheme proposed in the *Times* would tend greatly to aggravate it. But, secondly, it is not true that there are too many judges for the court work. The cause lists just published show that 363 causes (to say nothing of motions, petitions, and—most prolific of all—adjourned summonses) are now set down, and waiting for hearing during this term. As the term consists of but 18 working days, of which 4 are devoted to motions and 3 to petitions in each court, there are but 11 clear days to dispose of all these causes, *if there is to be no delay*, which would involve the disposal of 33 causes a day, or an average of 8 per judge per diem, which far exceeds the judicial rapidity even of the Master of the Rolls himself. In point of fact, it may be reckoned on as certain that not less than one-third (more probably half) of them will remain over till next sittings, while, in the meantime, a new crop of litigation will have "ripened" in turn, to be in turn delayed till their predecessors are disposed of.

But not only is the writer in the *Times* thus ignorant as well of the actual state of business in court as of the previous history of this particular question, but he makes one or two other somewhat curious statements, from which, on the principle of "*ex pede Herculem*," we may conclude that he has no acquaintance whatever either with the Court or the subject.

Suppose his notable scheme carried out, he says it will cost the country nothing but "an arm chair for the junior judge of appeal." But how will it cost that? What does he suppose that Lord Justice Giffard now sits upon? The slip is but a small one, but it leads us to the conclusion that the writer probably never has set his foot in the court in his life.

Again, what is meant by "the Act passed in conse-

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quence of the illness of Lord Justice Rolt"? No such Act ever was passed. The Act which is, we presume, referred to was passed in consequence of the delays and arrears caused by the long illness of Lord Justice Turner, and was taken charge of in the House of Commons by Lord Justice Rolt, then Attorney-General. It was extensively used by Lord Cairns and Lord Justice Rolt, but afterwards fell into disuse, not having been, we believe, resorted to on any occasion by Lord Justice Wood or Lord Justice Selwyn, and never having been used by Lord Justice Giffard till after his late colleague had become unable to sit. The practice thereby introduced is generally admitted to be more honoured in the breach than in the observance, and should, we think, be kept for sudden and temporary emergencies. Such was the feeling of Lord Justice Rolt himself, who, when he found that his illness was more than temporary, did not consider that the Lord Chancellor and Lord Cairns could efficiently dispose of the business in the manner now suggested, and preferred to abandon his own position rather than inflict upon the country a state of things with the continuance of which for at least two months longer we are now threatened at the instance of the *Times*.

We regret that the Government should have been weak enough to give way even to that extent; we trust that this may be the limit of our loss, and that we may not have to meet a repetition of the tactics displayed in the "battle of the sites."

COVENANTS TO SETTLE AFTER-ACQUIRED PROPERTY.

No. 1.

There are few clauses in marriage settlements of the ordinary type which give rise to so much litigation as the covenant to settle a wife's after-acquired property. This is to a great extent accounted for by the simple fact that the clause in question attempts to provide in a few words for all the various modes and circumstances in or under which property may come to the wife, so that few, or it may be none, [of those which actually happen are in any particular case consciously present to the mind of the draughtsman. It must, however, be confessed that the latter is not altogether free from blame in the matter, for, while the numerous and sometimes over-subtle distinctions which have been taken render care in this clause especially needful, it is usually the worst drawn portion of the settlement. We propose by a short digest of the more recent decisions on the subject at the same time to guard our readers against negligence in framing the covenant in question, and to show the interpretations which have been given to some of the forms in which it is frequently expressed.

The most convenient mode of doing this seems to be to take some well-settled form and point out the effect of its component parts as they stand, and of slight variations in them. There is no substantial difference between the precedents given in Prideaux's and Davidson's collections, but the latter, and forms more nearly resembling it, are more common, and we therefore select it. Want of space restricts us to giving the precedent piecemeal in this and subsequent articles, but we recommend our readers who are not already sufficiently familiar with the general outline of the covenant in question to refer to a precedent of it.

And it is hereby agreed and declared, &c. In Prideaux's form the clause is introduced as a separate witnessing part of the deed, and the husband and wife are each made in terms to covenant with the trustees. It will be seen presently that the difference is not a material one if the subsequent part of the clause is framed in the usual way.

In many of the early cases there is a covenant by the husband only—perhaps because it was thought that the wife's covenant would be merged by the coverture; but, although she could not be sued on it at law during the coverture, her liability would revive on her husband's death, and she would always be bound in equity. The extension of the covenant to the wife in terms or in substance is essential, in order—(1) to bind property to which the wife becomes during the coverture entitled to her separate use, and (2), in the case of his dying before her, to bind interests which vested during the coverture, but were not reduced into possession by him. Thus, in *Douglas* v. *Congreve* (1 Keen, 428), a covenant by H. that he would settle or concur in settling was held inapplicable to personalty left to W. for her separate use, and see *Grey* v. *Stuart* (2 Giff. 398); and (2) in *Reid* v. *Kenrick* (3 W. R. 530) a covenant that H. would settle and join with W. in settling was held not to bind a reversionary interest in personalty falling in after H.'s death; and see *Young* v. *Smith* (1 Eq. 100). The form adopted by Mr. Davidson consists of an agreement and declaration that H. and W. and all necessary parties will settle. There has been a good deal of argument as to the effect of the words, "it is agreed and declared," and in *Ramsden* v. *Smith* (2 W. R. 435, 2 Dr. 307) it was contended that they operated so as to bind separate property of W., although followed only by a covenant by H. to settle or concur with W. in settling. This contention failed, the rule laid down by Vice-Chancellor Kindersley being that such words amount only to a covenant by the party who according to the instrument containing them is to do or not to do something, and H. there was alone to do anything. But he admitted that a covenant that the property should be settled by all proper parties would come within the rule. (It was so held in *Butcher* v. *Butcher*, 14 Beav. 222, the covenant being in form by H. alone.) To this effect is the decision of Lord Justice Wood in *Willoughby* v. *Middleton* (10 W. R. 460, 2 J. & H. 344) that an agreement by all parties that property shall be dealt with in a particular way is a covenant by those parties whose concurrence is required to give effect to the provision. The usual recital of the agreement that after-acquired property should be settled, although it may be used as a key to the construction where the operative part has been doubtfully expressed, will be governed by the latter if unambiguous; and therefore in *Hammond* v. *Hammond* (3 W. R. 36, 19 Beav. 29) property settled to the separate use of W. was held not to be affected by a settlement reciting that it was agreed that all property of W., or H. in her right, should be settled, but containing a covenant by H. alone.

That if W. now is, or if during the said intended coverture she or H. in her right shall [at one and the same time and from the same source] become seised or possessed of or entitled to any real or personal property [of the value of £ and upwards] for any estate or interest whatsoever. . . . Omitting for the present the consideration of the words within brackets a glance at the above sentence will show that the title at the head of this article does not fully express the scope of the covenant we are discussing, extending as it does not only to after-acquired property but to omitted interests. There can be very little doubt that as a general rule where a settlement goes so far as to protect the future property of the wife, it was intended that all her property at the time of the marriage should be settled, but cases of course are not unfrequent where either from some slip on the part of the conveyancer, imperfect instructions, ignorance of all parties as to the existence of some of the wife's property, which, as in the possible case of a fortune being left to her by a person dying on the eve of the marriage, may be unavoidable, and other accidents which may be imagined, the settlement itself does not include all such existing interests. When, therefore, words of futurity alone are used in the covenant it would seem difficult to treat it as applicable to property belonging to the wife at the time of the marriage, but as the Court is always anxious to protect the wife and children of the marriage it will, unless the recitals indicate a contrary intention, consider such words as "vesting *thereafter* in H. in right of W." as applicable to the wife's existing property to which the husband became on the marriage

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(after the settlement) entitled in his marital character, and such property accordingly, as bound by his covenant. It is not easy to extract from the cases a general rule on the construction of covenants in the above form, important as it is in practice, and all we can do is to explain briefly the decisions. In *Grafftey* v. *Humpage* (1 B. 46,) by the settlement, after reciting that W. was entitled to certain funds, and an agreement that all future fortune she should acquire or succeed to should, when the same should accrue to or vest in her, be settled, the funds were settled, and H. covenanted that if W. or he in her right should at any time thereafter during the coverture succeed to the possession of or acquire any property, H. and his representatives would settle and concur in settling the same. The wife was then entitled to a life interest in a fund settled to her separate use, with remainder, in default of appointment, to her executors, &c. H. survived W., and it was held that the fund was bound by the covenant. So in *James* v. *Durant* (2 Beav. 177), the settlement recited W.'s title to some funds thereby settled, and an agreement that all other property of W. which she or H. in her right should at any time during the marriage become entitled to should be assigned, and contained a covenant by H. and W. that if W. or H. in her right should *at any time thereafter* during their joint lives become possessed of property it should be settled. It was held that some water works shares of which W. was then possessed were bound by the covenant, as H. acquired a title to them by virtue of his marital character. On the other hand, where W. was entitled to shares in her father's property under two separate wills by him of his English and American property, and the settlement referred only to her interest under the former, and, after reciting that "all other personal estate as W. *shall* become entitled to" should be settled, contained an agreement that "all further personal estate, *if any*, as should during W.'s life become vested in or accrue to her, or should be assignable by H. or W., or either," should be settled, it was held that the American property was not included (*Hoare* v. *Hornby*, 2 Y. & C. Ch. 121). And in *Otter* v. *Melville* (2 D. G. & Sm. 257) the settlement recited an agreement that all such personal estate as W. might, during the coverture, become entitled to should be settled, and contained a covenant by H. and W. that all personal estate to which W. *should* become entitled should be settled. It was held that a sum of money to which W. was then absolutely entitled was not affected by the settlement. *Wilton* v. *Colvin* (4 W. R. 759, 3 Dr. 617) is an important case on this point. The settlement, ignoring the fact that W. was entitled in possession to then unascertained shares of proceeds of sale of a freehold house and of a leasehold house, recited that she was possessed of or entitled to some money, and might eventually become entitled to other property, and that it was agreed that the money and all the property to which W. should thereafter become eventually entitled should be settled; and H. covenanted that all property to which W., during coverture, should become seised, possessed of, or entitled, should be reckoned as separate estate. The Vice-Chancellor remarked that, in cases of this sort, it was necessary to construe the instrument fairly, and to resist a tendency to come to a foregone conclusion that it must have been intended to settle all that the wife was entitled to, and held that the shares were not bound. The words "possessed of" might be used—(1) as contrasted with seised and the appropriate words for personal property; (2) as distinguished from interests in remainder; (3) as meaning actual manual possession. Here, like the words "shall become entitled," he thought they implied a future title. Referring to the cases, he approved *Hoare* v. *Hornby*, objected to the subtle reasoning as to the husband's succession in *Grafftey* v. *Hampage* and *James* v. *Durant*, and could not accede to *Blythe* v. *Granville* (15 Sim. 190), where Vice-Chancellor Shadwell held that a covenant to settle property to which the wife should, during the coverture, become entitled, extended to a vested reversionary interest in stock on the singular ground that on the marriage she became "entitled during the coverture."

In *Archer* v. *Kelly* (1 Dr. & Sm. 300, 8 W. R. 684), the same Vice-Chancellor again expressed his disapprobation of the decisions in *Grafftey* v. *Hampage* and *James* v. *Durant*, contending that the words becoming entitled clearly did not point to the husband's becoming entitled to a right which the wife already had and that to such an argument it might be retorted that the husband would not become entitled during but immediately on the commencement of the coverture. In this case the covenant was to settle property to which W. or H. in his right should become entitled during the coverture, and was held to cover a contingent remainder in real estate which vested in possession during the coverture, but not a present interest in stock. The ground for including the former was that it vested in W. during the coverture for a new interest, and on the same the decisions in *Blythe* v. *Granville* and a case of *Ex parte Blake* (16 Beav. 463), where property which should thereafter during the coverture descend, *come to*, or vest in W. or H. in her right was held to include the proceeds of land taken by a railway company to which W. was at the time of the marriage (as was long afterwards discovered) entitled in reversion, may perhaps be supported. In *Spring* v. *Pride* (12 W. R. 893) the Lord Justice Knight Bruce observed that the words "devolve" and "come" were not inaccurately applicable to reversionary interests falling into possession. So, in *Brooks* v. *Keith* (1 Dr. & Sm. 462, 9 W. R. 565) a contingent interest afterwards vesting was held bound by a similar covenant to the last, and Vice-Chancellor Stuart, in *Maclurcan* v. *Lane* (7 W. R. 135), went so far as to decide that by a covenant to settle property which should accrue to or vest in H. as estate tail in remainder, subject to preceding estates and a power of appointment, was bound on its vesting in possession; but in *Churchill* v. *Shepherd* (33 Beav. 107), the words "should vest" were properly considered inapplicable to a sum due to W. at, but not ascertained until some years after, the marriage.

It must be noticed that Vice-Choncellor Stuart, in *Re Hughes' Trusts* (4 Giff. 432), approved of *James* v. *Durant* and *Grafftey* v. *Humpage*, and held that a reversionary interest in stock falling in after the deaths of both H. and W. was within a covenant where the words "become entitled during the coverture" only were used, but the decision cannot stand consistently with *Archer* v. *Kelly*, or with a recent case (*Re Browne's Will*, L. R. 7 Eq. 231, 17 W. R. Ch. Dig. 6) decided by the Master of the Rolls, in which the words "shall become possessed of or entitled to" were held insufficient to include an interest in some tontine debentures of and to which the wife was at the marriage possessed and entitled, but under which, by reason of the life named in them surviving other lives a considerable sum became, some years after the settlement, payable. The Master of the Rolls considered that a covenant containing only the above words could not be held to apply to the increasing value of existing property, and that the like interest would not, under the same circumstances, be bound by a covenant referring only to property which should during the coverture be given to or in any manner vest in the wife.

It is obvious that the covenant only applies to property which the husband takes in right of his wife in the sense that she would have taken it but for the marriage, and not to an interest in property expressly left on the wife's death to a surviving husband. The question, however, was raised in *Ibberson* v. *Grote* (25 Beav. 17). A covenant to settle property to which H. and W. or either in right of W. should become entitled during the coverture is also inapplicable to property left to H. and W. as joint-tenants, for W.'s reversionary interest could not fall in during the coverture, and the interest during the joint lives is in H. in his own right (*Edye* v. *Addison*, 12 W. R. 97.

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quence of the illness of Lord Justice Rolt"? No such Act ever was passed. The Act which is, we presume, referred to was passed in consequence of the delays and arrears caused by the long illness of Lord Justice Turner, and was taken charge of in the House of Commons by Lord Justice Rolt, then Attorney-General. It was extensively used by Lord Cairns and Lord Justice Rolt, but afterwards fell into disuse, not having been, we believe, resorted to on any occasion by Lord Justice Wood or Lord Justice Selwyn, and never having been used by Lord Justice Giffard till after his late colleague had become unable to sit. The practice thereby introduced is generally admitted to be more honoured in the breach than in the observance, and should, we think, be kept for sudden and temporary emergencies. Such was the feeling of Lord Justice Rolt himself, who, when he found that his illness was more than temporary, did not consider that the Lord Chancellor and Lord Cairns could efficiently dispose of the business in the manner now suggested, and preferred to abandon his own position rather than inflict upon the country a state of things with the continuance of which for at least two months longer we are now threatened at the instance of the *Times*.

We regret that the Government should have been weak enough to give way even to that extent; we trust that this may be the limit of our loss, and that we may not have to meet a repetition of the tactics displayed in the "battle of the sites."

COVENANTS TO SETTLE AFTER-ACQUIRED PROPERTY.

No. 1.

There are few clauses in marriage settlements of the ordinary type which give rise to so much litigation as the covenant to settle a wife's after-acquired property. This is to a great extent accounted for by the simple fact that the clause in question attempts to provide in a few words for all the various modes and circumstances in or under which property may come to the wife, so that few, or it may be none, of those which actually happen are in any particular case consciously present to the mind of the draughtsman. It must, however, be confessed that the latter is not altogether free from blame in the matter, for, while the numerous and sometimes over-subtle distinctions which have been taken render care in this clause especially needful, it is usually the worst drawn portion of the settlement. We propose by a short digest of the more recent decisions on the subject at the same time to guard our readers against negligence in framing the covenant in question, and to show the interpretations which have been given to some of the forms in which it is frequently expressed.

The most convenient mode of doing this seems to be to take some well-settled form and point out the effect of its component parts as they stand, and of slight variations in them. There is no substantial difference between the precedents given in Prideaux's and Davidson's collections, but the latter, and forms more nearly resembling it, are more common, and we therefore select it. Want of space restricts us to giving the precedent piecemeal in this and subsequent articles, but we recommend our readers who are not already sufficiently familiar with the general outline of the covenant in question to refer to a precedent of it.

And it is hereby agreed and declared, &c. In Prideaux's form the clause is introduced as a separate witnessing part of the deed, and the husband and wife are each made in terms to covenant with the trustees. It will be seen presently that the difference is not a material one if the subsequent part of the clause is framed in the usual way.

In many of the early cases there is a covenant by the husband only—perhaps because it was thought that the wife's covenant would be merged by the coverture; but, although she could not be sued on it at law during the coverture, her liability would revive on her husband's death, and she would always be bound in equity. The extension of the covenant to the wife in terms or in substance is essential, in order—(1) to bind property to which the wife becomes during the coverture entitled to her separate use, and (2), in the case of his dying before her, to bind interests which vested during the coverture, but were not reduced into possession by him. Thus, in *Douglas* v. *Congreve* (1 Keen, 428), a covenant by H. that he would settle or concur in settling was held inapplicable to personalty left to W. for her separate use, and see *Grey* v. *Stuart* (2 Giff. 398); and (2) in *Reid* v. *Kenrick* (3 W. R. 530) a covenant that H. would settle and join with W. in settling was held not to bind a reversionary interest in personalty falling in after H.'s death; and see *Young* v. *Smith* (1 Eq. 100). The form adopted by Mr. Davidson consists of an agreement and declaration that H. and W. and all necessary parties will settle. There has been a good deal of argument as to the effect of the words, "it is agreed and declared," and in *Ramsden* v. *Smith* (2 W. R. 435, 2 Dr. 307) it was contended that they operated so as to bind separate property of W., although followed only by a covenant by H. to settle or concur with W. in settling. This contention failed, the rule laid down by Vice-Chancellor Kindersley being that such words amount only to a covenant by the party who according to the instrument containing them is to do or not to do something, and H. there was alone to do anything. But he admitted that a covenant that the property should be settled by all proper parties would come within the rule. (It was so held in *Butcher* v. *Butcher*, 14 Beav. 222, the covenant being in form by H. alone.) To this effect is the decision of Lord Justice Wood in *Willoughby* v. *Middleton* (10 W. R. 460, 2 J. & H. 344) that an agreement by all parties that property shall be dealt with in a particular way is a covenant by those parties whose concurrence is required to give effect to the provision. The usual recital of the agreement that after-acquired property should be settled, although it may be used as a key to the construction where the operative part has been doubtfully expressed, will be governed by the latter if unambiguous; and therefore in *Hammond* v. *Hammond* (3 W. R. 36, 19 Beav. 29) property settled to the separate use of W. was held not to be affected by a settlement reciting that it was agreed that all property of W., or H. in her right, should be settled, but containing a covenant by H. alone.

That if W. now is, or if during the said intended coverture she or H. in her right shall [*at one and the same time and from the same source*] *become seised or possessed of or entitled to any real or personal property* [*of the value of £ and upwards*] *for any estate or interest whatsoever. . . .* Omitting for the present the consideration of the words within brackets a glance at the above sentence will show that the title at the head of this article does not fully express the scope of the covenant we are discussing, extending as it does not only to after-acquired property but to omitted interests. There can be very little doubt that as a general rule where a settlement goes so far as to protect the future property of the wife, it was intended that all her property at the time of the marriage should be settled, but cases of course are not unfrequent where either from some slip on the part of the conveyancer, imperfect instructions, ignorance of all parties as to the existence of some of the wife's property, which, as in the possible case of a fortune being left to her by a person dying on the eve of the marriage, may be unavoidable, and other accidents which may be imagined, the settlement itself does not include all such existing interests. When, therefore, words of futurity alone are used in the covenant it would seem difficult to treat it as applicable to property belonging to the wife at the time of the marriage, but as the Court is always anxious to protect the wife and children of the marriage it will, unless the recitals indicate a contrary intention, consider such words as "vesting *thereafter* in H. in right of W." as applicable to the wife's existing property to which the husband became on the marriage

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(after the settlement) entitled in his marital character, and such property accordingly, as bound by his covenant. It is not easy to extract from the cases a general rule on the construction of covenants in the above form, important as it is in practice, and all we can do is to explain briefly the decisions. In *Grafftey* v. *Humpage* (1 B. 46,) by the settlement, after reciting that W. was entitled to certain funds, and an agreement that all future fortune she should acquire or succeed to should, when the same should accrue to or vest in her, be settled, the funds were settled, and H. covenanted that if W. or he in her right should at any time thereafter during the coverture succeed to the possession of or acquire any property, H. and his representatives would settle and concur in settling the same. The wife was then entitled to a life interest in a fund settled to her separate use, with remainder, in default of appointment, to her executors, &c. H. survived W., and it was held that the fund was bound by the covenant. So in *James* v. *Durant* (2 Beav. 177), the settlement recited W.'s title to some funds thereby settled, and an agreement that all other property of W. which she or H. in her right should at any time during the marriage become entitled to should be assigned, and contained a covenant by H. and W. that if W. or H. in her right should *at any time thereafter* during their joint lives become possessed of property it should be settled. It was held that some water works shares of which W. was then possessed were bound by the covenant, as H. acquired a title to them by virtue of his marital character. On the other hand, where W. was entitled to shares in her father's property under two separate wills by him of his English and American property, and the settlement referred only to her interest under the former, and, after reciting that "all other personal estate as W. *shall* become entitled to" should be settled, contained an agreement that "all further personal estate, *if any*, as should during W.'s life become vested in or accrue to her, or should be assignable by H. or W., or either," should be settled, it was held that the American property was not included (*Hoare* v. *Hornby*, 2 Y. & C. Ch. 121). And in *Otter* v. *Melville* (2 D. G. & Sm. 257) the settlement recited an agreement that all such personal estate as W. might, during the coverture, become entitled to should be settled, and contained a covenant by H. and W. that all personal estate to which W. *should* become entitled should be settled. It was held that a sum of money to which W. was then absolutely entitled was not affected by the settlement. *Wilton* v. *Colvin* (4 W. R. 759, 3 Dr. 617) is an important case on this point. The settlement, ignoring the fact that W. was entitled in possession to then unascertained shares of proceeds of sale of a freehold house and of a leasehold house, recited that she was possessed of or entitled to some money, and might eventually become entitled to other property, and that it was agreed that the money and all the property to which W. should thereafter become eventually entitled should be settled; and H. covenanted that all property to which W., during coverture, should become seised, possessed of, or entitled, should be reckoned as separate estate. The Vice-Chancellor remarked that, in cases of this sort, it was necessary to construe the instrument fairly, and to resist a tendency to come to a foregone conclusion that it must have been intended to settle all that the wife was entitled to, and held that the shares were not bound. The words "possessed of" might be used—(1) as contrasted with seised and the appropriate words for personal property; (2) as distinguished from interests in remainder; (3) as meaning actual manual possession. Here, like the words "shall become entitled," he thought they implied a future title. Referring to the cases, he approved *Hoare* v. *Hornby*, objected to the subtle reasoning as to the husband's succession in *Grafftey* v. *Hampage* and *James* v. *Durant*, and could not accede to *Blythe* v. *Granville* (15 Sim. 190), where Vice-Chancellor Shadwell held that a covenant to settle property to which the wife should, during the coverture, become entitled, extended to a vested reversionary interest in stock on the singular ground that on the marriage she became "entitled during the coverture."

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It must be noticed that Vice-Chancellor Stuart, in *Re Hughes' Trusts* (4 Giff. 432), approved of *James* v. *Durant* and *Grafftey* v. *Humpage*, and held that a reversionary interest in stock falling in after the deaths of both H. and W. was within a covenant where the words "become entitled during the coverture" only were used, but the decision cannot stand consistently with *Archer* v. *Kelly*, or with a recent case (*Re Browne's Will*, L. R. 7 Eq. 231, 17 W. R. Ch. Dig. 6) decided by the Master of the Rolls, in which the words "shall become possessed of or entitled to" were held insufficient to include an interest in some tontine debentures of and to which the wife was at the marriage possessed and entitled, but under which, by reason of the life named in them surviving other lives a considerable sum became, some years after the settlement, payable. The Master of the Rolls considered that a covenant containing only the above words could not be held to apply to the increasing value of existing property, and that the like interest would not, under the same circumstances, be bound by a covenant referring only to property which should during the coverture be given to or in any manner vest in the wife.

It is obvious that the covenant only applies to property which the husband takes in right of his wife in the sense that she would have taken it but for the marriage, and not to an interest in property expressly left on the wife's death to a surviving husband. The question, however, was raised in *Ibberson* v. *Grote* (25 Beav. 17). A covenant to settle property to which H. and W. or either in right of W. should become entitled during the coverture is also inapplicable to property left to H. and W. as joint-tenants, for W.'s reversionary interest could not fall in during the coverture, and the interest during the joint lives is in H. in his own right (*Edye* v. *Addison*, 12 W. R. 97.

The words "during their joint lives" are sometimes

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found in place of "during the coverture," but the latter form seems preferable, as providing for the possibility of a divorce. In the absence of such words the covenant cannot of course (unless the intention is apparent from other portions of the settlement) be restricted to property accruing during the coverture (*Stevens* v. *Van Voorst*, 17 B. 305). Where W. was entitled to some settled funds at the time of the marriage in default of the exercise of a special power of appointment, and this power was exercised in her favour after the death of H., Vice-Chancellor Wood considered that as the appointment only rendered certain what before was uncertain, her interest was bound, although not strictly coming to her during the coverture (*Re Frowd's Settlement*, 4 N. R. 54).

There is an old case of *Howell* v. *Howell*, reported in 4 L. J. N. S. Eq. 242, in which Pepys, M.R., held that a covenant by both parties to settle all personal estate which should at any time after the marriage come or accrue to W. or H. in her right did not embrace interests given to W. by H.'s own will, or by the wills of other persons who died after his death; but from the circumstance that in this case there being no issue of the marriage, the representatives of H. claimed against the wife's legatees by virtue of the ultimate trust for him, the case is not of much value as an authority. We cannot, however, think that it was rightly decided, the argument which prevailed with the Court being that the covenant was intended to operate against, and not for the benefit of, the husband. So, however, it did by depriving him in favour of the children of his chance of acquiring the absolute dominion over W.'s personalty accruing during the coverture, and it is difficult to see why the ultimate interest in default of issue should not be given to him, and how, if given, it is possible to attribute less importance to that than any other of the trusts by which the property was agreed to be bound. We have expressed our disapprobation of this case, because it is cited as an authority in support of two recent questionable decisions of Vice-Chancellor Malins, in *Dickinson* v. *Dillwyn*, 17 W. R. 1122, and *Carter* v. *Carter* (not reported).

COURTS.

COURT OF CHANCERY.

LORDS JUSTICES (Westminster).

Nov. 2.—Lord Justice Giffard, before opening the business of the court, made the following observations with reference to the late Lord Justice Selwyn :—

"It is impossible that this court can resume its sittings without referring to that which, on this day, is doubtless present to the minds of all in both branches of the profession—namely, the loss we have all sustained by the death of the late Lord Justice Selwyn. Called to the bar in 1840, he became a Queen's Counsel in 1856, and afterwards attained the office of Solicitor-General, and was raised to the bench, having had in these courts a practice extending over twenty-seven years, successful from the commencement of his career, and not, on the whole, inferior to that of any of his contemporaries. It was, therefore, to be expected that he would administer the law, of which he had so much experience, with ability and with decision, nor was that expectation in any respect disappointed. It was my lot, and, I may add, my happiness, to be associated with the late Lord Justice as his junior on the bench, and though that was for a few, very few months only, I may be permitted to say how certain I am that no man could have brought to the discharge of his duties a more complete and ready knowledge, a more manly judgment, a more anxious desire that in every case truth and justice and right should be done. His memory is also dear to all of us as that of a personal friend in all truth and sincerity."

Nov. 3.—*Business of the Court.*

On taking his seat this morning,

Lord Justice GIFFARD said that it might be convenient to the Bar to know that the lunacy and bankruptcy business would for the present be taken on Saturdays.

QUEEN'S BENCH.

(Sittings in Banco.—Before the LORD CHIEF JUSTICE and MELLOR, LUSH, and HANNEN, JJ.)

Nov. 4.—*Business of the Court.*

The LORD CHIEF JUSTICE stated that Mr. Justice Hayes would come into court this day (Saturday) to hear any motions to be made for new trials in cases tried before him.

COMMON PLEAS.

(At Nisi Prius.—Before M. SMITH, J., and a Common Jury.)

Nov. 3.—*Bedford* v. *Greaves.*

Keane, Q.C., and *Geary*, were for the plaintiff; and *Chambers, Q.C.*, and *Day*, for the defendant.

This was an action by an attorney at Amersham against the publisher of the *Buckinghamshire Guardian*, to recover damages for certain alleged libels which appeared in that newspaper. The libellous matter referred to the election of clerk to the Amersham Board of Guardians, for which the plaintiff and a Mr. Charsley were candidates.

Verdict for the defendant.

APPOINTMENTS.

Mr. MICHAEL FRANCIS DWYER, of the Irish Bar, has been appointed Registrar of Deeds in Dublin, in the room of Mr. Morgan O'Connell, who has resigned the office. Mr. Dwyer was called to the Bar in Ireland in Hilary Term, 1844.

Mr. EDWARD JOHN COX DAVIES, solicitor, of Crickhowell, Brecon, has been elected Clerk to the Magistrates of the Blackwood division of that county, in the room of the late Mr. Richard Waters, deceased. Mr. Davies took out his certificate as an attorney in Hilary Term, 1846, and is a commissioner for taking affidavits.

Mr. RALPH BAGSHAW, jun., has been appointed by Mr. Flint (coroner) (with the approval of the Lord Chancellor), to be Deputy Coroner for the northern division of the county of Warwick, in the room of the late Mr. Blagg, deceased. Mr. Bagshaw was certificated as an attorney in Trinity Term, 1863.

Mr. EDMUND CRESSWELL PEELE, solicitor, has been elected Town Clerk of Shrewsbury, in the room of his father, Mr. Joshua John Peele, who has resigned on account of long-continued ill-health. Mr. J. J. Peel held the office of Town Clerk of Shrewsbury since the passing of the Municipal Corporation Act in 1835, and his son and successor has latterly acted for him in that capacity.

Messrs. RICHARD J. WALKER and FREDERICK RUTTER, of Manchester, have been appointed Joint Clerks to the county magistrates of the Manchester division, in the room of the late Mr. W. S. Rutter. The only other candidate for the office was Mr. J. A. Foyster, jun, solicitor, of Salford. Mr. F. Rutter is a son of the late magistrates' clerk, but neither he nor Mr. Walker are solicitors.

Mr. GEORGE MUTLOW ABELL, solicitor, of the city of Gloucester, has been appointed a Commissioner to administer oaths in Chancery in England.

Mr. OSBORNE DAUNCEY, solicitor, of Wotton-under-Edge, Gloucestershire, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Gloucester.

Mr. THOMAS DAVENPORT GOODMAN, solicitor, of Chapel-en-le-Frith, Derby, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Derby.

Mr. JOHN WATKINS JOHNSTON, solicitor, of Stockport, Cheshire, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Chester.

Mr. THOMAS RADCLIFFE, solicitor, of Blackburn, Lancashire, has been appointed a Commissioner for taking the acknowledgments of deeds to be executed by married women, in and for the county of Lancaster.

Mr. FRANCIS HARTLEY, solicitor, of Burnley, Lancashire, has been appointed a Commissioner for taking the acknowledgments of deeds to be executed by married women, in and for the county of Lancaster.

Mr. CHARLES BAYLEY KING, solicitor, of Birmingham, has

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been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Warwick, the county of Worcester, and the county of Stafford.

Mr. EDWARD JOHN FRASER, solicitor, of Craven-street, Charing-cross, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Middlesex, also in and for the city of London, and the city and liberties of Westminster.

Mr. WOODFORDE FFOOKS, barrister-at-law, of the Western Circuit, has been elected to represent the ward of Clifton in the Town Council of Bristol for the ensuing three years. Mr. Ffooks, who resides at Bristol, was called to the Bar at the Inner Temple in January, 1844.

GENERAL CORRESPONDENCE.

SOLICITORS' BOOK-KEEPING.

Sir,—A solicitor at Braintree has been sentenced to twelve months' imprisonment for appropriating to his own use the moneys of his clients. It is almost unnecessary to point out to solicitors the danger of mingling clients' moneys with their own. It cannot be doubted that a solicitor appropriating to his own use money confided to him by his clients is guilty of a greater crime than picking a pocket or robbing a till; for he adds breach of trust to theft, and uses the confidence of his employer for the purpose of robbing him. It is to be feared that the offence of thus misappropriating the property they hold in trust is more frequent than the public are aware. On this point we ask your sanction to say a few words, and to state a little of our experience.

Twenty years ago our Mr. Kain was urged, by some members of the profession, to devise a system of solicitors' book-keeping which could be easily learnt, and by which a practitioner could at any moment know the exact amount of money he had in his hands belonging to his clients, and at the same time test its accuracy by ascertaining his own profits and also the exact amount due to him for capital, cash in hand and at the bank, and also the amount of book debts owing to him. Our Mr. Kain devised such a plan accordingly, and our records show that the plan has been adopted in 1,821 solicitors' offices, in none of which could the appropriation of clients' moneys occur unless done wilfully.

Of course it would be said that in the case referred to the misappropriation was wilful, and therefore that no system of book-keeping would avail, but it may also be surmised that the peccant solicitor alluded to began unconsciously, and with smaller amounts than that (some £300) for which he was ultimately convicted. The object of good book-keeping is more to prevent than to cure. If a solicitor has constantly before his eyes the results above enumerated, he can scarcely go wrong unless he belies all his antecedents.

Solicitors are proverbially bad accountants. An attempt was made some few years ago to embue the rising profession with a better knowledge of book-keeping, by requiring all articled clerks in their intermediate examination to show some proficiency in so useful an art. It is within our knowledge that at first much pains were taken to acquire the necessary information, but after a time for some inscrutable reasons, the rules were altered and the word "mercantile" was prefixed to the word "book-keeping," thus ostensibly putting a veto upon any studies by which, in this respect, the peculiar requirements of a solicitor's office might be attained. At the same time the questions themselves became of so elementary a character that it is doubted whether any attention is now paid to the subject till the moment for examination arrives. Indeed, anecdotes are rife of the questions themselves being treated with great irreverence.

During our twenty years' practice as law accountants we have met with very painful cases, where the consequences of bad book-keeping fell with disastrous effect on widows and children, cases where the receipts and payments, although duly entered in the cash book, were never cast up and balanced, and but fitfully posted to the client's accounts in the ledger; therefore no balance could ever be struck. In such cases we have mostly found sums, more or less large, were due to the clients, while, on the other hand, on our making out the bills of costs and ascertaining the book debts due to the estate, we have found these also more or less large in amount, but of comparatively small value, owing mainly to the delay in sending in and the consequent bar by statute of the bills of costs. We have found generally that small capitalists in provincial towns place their savings in the hands of solicitors to an extent which is almost incredible. We have known of towns where wide spread distress has been caused by the death or failure of solicitors where such confidence has been placed. We have also found, as might have been expected, that cases of wilful fraud are rare. In numerous cases we have detected fraud by clerks, carried on systematically for years, the careless system of book-keeping rendering detection by a principal almost impossible. Indeed, we could fill many of your columns with anecdotes were we to relate some of the cases where much loss and much distress, public and private, has arisen from neglect in making out and sending in the bills of costs, and from bad book-keeping.

KAIN, SPARROW, WITT, & Co.

69, Chancery-lane, W.C.

INFERENCE OF FRAUD.

Sir,—If I am not much mistaken, I have read somewhere in the volume of the *Solicitors' Journal* just completed a statement that the judges, having power reserved to them to draw inferences of fact as a jury, will not infer fraud where a special case does not give fraud as a fact; and I think for that position three cases were cited.

I have looked carefully through the index just published, as also through the current *Weekly Reporter* digest, but in vain.

If the volume contains such a statement, I should be obliged by a reference to the page. J. H. B.

[We can call to mind no statement such as that referred to by J. H. B., nor can we imagine such a rule as having been laid down. All courts are reluctant to infer fraud, but a court will infer fraud in cases where any other inference would be an absurdity.—ED. *S. J.*]

OBITUARY.

MR. GEORGE PACKWOOD.

The death of Mr. George Packwood, solicitor, of Coldharbour-lane, Camberwell, and of Nicholas-lane, Lombard-street, City, took place on the 29th October, at the age of forty-seven years. Mr. Packwood was certificated as a solicitor in Easter Term, 1864.

MR. FRANCIS HOOLE.

This gentleman, who was a solicitor of Sheffield, died at Scarborough on the 2nd November, in the sixty-ninth year of his age. Mr. Francis Hoole, who was a member of the Sheffield firm of Hoole & Tattershall, took out his certificate as an attorney and notary in Hilary Term, 1826. He was a member of the Metropolitan and Provincial Law Association, and also of the Solicitors' Benevolent Association.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

MEETING IN YORK.

The members of this association met at York, on Tuesday, on the 19th ult., being the guests of the Yorkshire Law Society, and commenced the transaction of business in the Poor Law Guardians' Board Room, in Museum-street, which had been kindly lent for the purpose. The following solicitors were present:—Arthur Barnes (Lichfield), J. W. Hamilton Richardson (Leeds), Henry Anderson (York), J. F. Spurr (Scarbro'), W. Brignall, jun. (Durham), George Hodgson (Driffield), W. Watson (Hedon), H. Gaskell Taylor (St. Helen's), Thomas Thompson (Hull), Meek Dyson (Boston Spa), S. Alcock, jun. (Sunderland), Thomas Hawdon (Selby), Henry Bell (Birkenhead), L. M. Cockcroft (Newcastle), J. A. Bush (Newcastle), J. B. Falconer (Newcastle), John Atkinson (Liverpool), J. P. Wood (York), R. R. Blyth (York), Thomas Avison (Liverpool), J. A. Bromet (Tadcaster), O. R. Garwood (York), E. Turner Payne (Bath), Edward Banner (Liverpool), Hugh Dunn (Darlington), T. M. Weddall (Selby), Joseph Munby (York), R. R. Dees (Newcastle), A. H. Russell (York), T. S. Noble (York), Richard Perkins (York), G. J. John

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son (Birmingham), R. A. Payne (Liverpool), T. L. Bickers (Tadcaster), R. J. Parker (Selby), Edward Lawrance (London), Philip Rickman (London), J. J. P. Moody (Scarbro'), W. Walker (York), Henry Brearey (York), George Brown (York), Robert Dale (York), J. P. Guy (York), Jas. Grayston, jun. (York), John Holtby (York), John Leak (Hull), J. W. Mann (York), T. G. Mann (York), Arthur Thompson (York), H. J. Ware (York), W. P. Husband (York), Martin Richardson (Bridlington), G. C. Roberts (Hull), Robert Holtby (York), W. H. Cobb (York), Henry Wood (York), F. W. Calvert (Scarbro'), C. F. Tagart (London), B. Dixon (Wakefield), Charles Naylor (Leeds), William Shaen (London), John Case (Maidstone), Robert Danby (Stamford Bridge), John Yates (Liverpool), J. S. Torr (London), John Watson (Pickering), E. C. Petgrave (Bath), Charles Bischoff (London), John Chambers (Sheffield) G. A. Nesfield (Scarbro'), William Radcliffe (Liverpool), Wm. Saville Wood (Pontefract), William Daggett (Newcastle-on-Tyne), J. M. Clabon (London), W. B. Richardson (Scarbro') J. J. Leeman (York), John Ansdell (St. Helen's), Francis D. Lowndes (Liverpool), F. S. Hull (Liverpool), C. T. Saunders (Birmingham), Wm. Crossman (London), James Street (Manchester), J. Lingard Vaughan (Stockport), W. H. Guest (Manchester), Percy Woolley (Manchester).

The CHAIRMAN (Mr. Edward Lawrance).—My first duty, and it is a very pleasing one, is to congratulate you upon this your 22nd anniversary meeting of the Metropolitan and Provincial Law Association. It is a substantial proof of its inherent vitality. I speak not of its financial position, with which at present we have nothing to do; yet although we do not profess to be a wealthy body I believe we have sufficient to pay our debts.

My first reference is to the attempted legislation of the past year. Of those bills which more especially affected us, the first was Mr. Norwood's County Court Proceedings Bill, which contained many useful provisions which we shall have the opportunity of discussing on some subsequent occasion. Another bill re-introduced by Mr. Norwood was Mr. Shaw Lefevre's Married Woman's Property Bill, 1868. That bill, upon which you remember there was a very extended discussion, will, if again introduced, require careful consideration on the part of our branch of the profession. If the bill be carried in its present form it will create a great revolution in reference to husband and wife as regards their property. It probably might lead the profession to advise their clients of every degree to do what they are in the habit of doing for their more aristocratic clients—viz., to make a pre-nuptial agreement or settlement as to after-acquired property, even although at the time of making such settlement no such acquisition of fortune was contemplated. Unless some such step be taken I apprehend that the acquisition of wealth will prove a misfortune, and be the means of interminable jealousy, for it might place the husband in the position of being liable for his wife's debts without his having any control over her property.

Another bill requiring grave consideration is Mr. Locke King's Real Estates Intestacy Bill. If that bill should have a tendency, as I think is contemplated, to effect the sub-division of property into minute portions, I think it would be deprecated by every legal body in the kingdom. This meeting is not intended to discuss politics, nor is this a political question; but if there be one thing more than another which would tend to destroy the legitimate influence and position of the great landed proprietary, it would be the minute sub-division of land. But the apprehended mischief of the bill may be to a considerable extent met by our advising our clients, as a salutary measure, always to make their wills. I am quite sure that no more disinterested advice can be given by a solicitor, and especially should a client be advised to discharge that duty to himself and his family before age or sickness comes upon him, and when he ought to be thinking of other and better things. I am quite sure that if it were a fixed rule in the profession it would cease to be considered obtrusive if at the period of marriage or other period when we come into contact with our clients we tendered this advice to them. The provisions of this bill, if again introduced, will, of course, in like manner receive the careful consideration of the profession, not only with reference to its principle, but to its minute details. And I may say of these and other bills of which the profession must necessarily have the ultimate working that it is our duty to suggest such amendments as seem to us to be useful. The two great societies, the Incorporated Law Society and the Metropolitan and Provincial Law Association, which two societies fully and fairly represent the attorneys and solicitors of the united kingdom, are now, so to speak, recognised bodies in the State; any suggestions made by those societies receive the most serious attention from both Houses of Parliament, for it is felt that it is in the general interests of the public to recognise in legislation the practical views of practical men. And, although I am afraid the world will not give us credit for disinterestedness, I am quite sure that there are no more zealous and earnest law reformers than the lawyers.

I must now mention another and very important piece of attempted legislation which I would very much rather had been brought before you by my excellent friend and every man's friend, Mr. Edwin Field, who I am sorry to say is prevented by illness from being with us. I allude to the ministerial bill for the proposed purchase of a new site for the Courts of Justice other than that which has been already purchased and paid for, and is now lying unoccupied at an enormous loss of interest upon the purchase-money. If Mr. Field had been here, I should certainly have been prepared to have endorsed all his language, however earnest and emphatic. I consider that the question of the rival sites is one not particularly affecting us, but largely affecting the public interests. The purchase of the present site was no hasty or ill-considered measure—every fact connected with the purchase had been fairly and fully considered. At first it was considered that a grand palatial building might be erected on the Thames Embankment, and the superiority of that site was contended for by Sir Charles Trevelyan upon purely æsthetic grounds, which are now unhesitatingly abandoned; then at the last moment the Chancellor of the Exchequer proposes to purchase other land of like dimensions with the Carey-street site, to build the Courts of Justice, where they would be scarcely visible from the river and not at all from the leading thoroughfare. I really could not have supposed that the demon of party could have been invoked for such a purpose. But the Premier, at the suggestion, doubtless, of the Chancellor of the Exchequer, was driven to move for a committee to consider the rival sites, and that committee, although so to speak of his own nomination, reported in favour of the Carey-street site. And upon that committee I think we are bound to acknowledge the services of Mr. Gabriel Goldney, the member for Chippenham, who was for many years a member of our branch of the profession. Although the project of the Chancellor of the Exchequer has been reported against, we must not suppose that our battle has been won; and I strongly urge you to use your legitimate influence with your county and borough members (and I am quite sure that no other means would be resorted to by you, although such a charge has been made against us by those who are not remarkable either for geniality of manner or courtesy of tone) to induce them to give the question a fair consideration, quite apart from politics, for it is not and ought never to have been made a party question. I am quite satisfied that, apart from the very serious delay which would be the inevitable result of selecting a new site, the site first selected is the best. And another strong argument in favour of the Carey-street site which did not exist at the time of its purchase is the recent completion of the Holborn Viaduct, by which the access from the City to Carey-street will be greatly facilitated.

I now propose shortly to deal with those bills which have become law. The first in order, although not a very important one as affecting the London practitioners, is Mr. Hatfield's Special Bails Bill, which facilitates the taking of special bail in the country. It was at one time proposed to extend the operation of that bill to London, but upon an intimation by Mr. Hatfield that any amendment might have the effect of defeating or postponing the measure, the proposed amendments were withdrawn. It is due also to Mr. Hatfield to recall to some of our younger members that he was formerly a member of our branch of the profession, and has always been ready to assist us in any practical measures.

Another Act to which I will call your attention is the Act for the further amendment of the Law of Evidence. I believe the bill was introduced by the Hon. George Denman. I certainly am prepared to echo the words of the preamble, and to state that the discovery of truth *has* indeed been signally promoted by the removal of restrictions, and although I shared in by-gone years the prevailing delusion that a broad distinction should be

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drawn between the competency and credibility of witnesses, and that parties to a suit should not be examined, I am now prepared fully to admit that it was absurd in contentious matters to exclude the evidence of those who knew most about them. The Act enables parties in suits for breach of promise of marriage to be witnesses, and also in suits for adultery for parties, and their husbands and wives, to be witnesses. It must be a great satisfaction to parties to a suit to know that whatever may be the result, they have at least had the opportunity of telling their own story in their own way.

Another useful Act which received the Royal assent was an Act to amend the County Courts Jurisdiction Act, 1868, and to give jurisdiction in certain maritime cases, extending that jurisdiction over ships and goods, and enabling parties, if they agreed to have matters of higher amount dealt with than those prescribed by the county court, and also enabling the judge of the county court to be assisted, at the request of either party, as he now is in London, by two competent mercantile assessors. My professional friends at Liverpool are also doubtless aware that an assessor of the Court of Passage has, by the 6th section of that Act, power to make general rules and orders for regulating the practice and procedure of our Admiralty and Maritime Jurisdiction Court.

There is also another very important Act which remedies a long-existing grievance, and of which I have no doubt the public will hereafter feel the benefit. I allude to the Act to abolish the distinction as to priority of payment which now exists between the specialty and simple contract debts of deceased persons, and which will come into operation as to the estate of every person who shall die on or after the 1st January next. Of course I do not know whether the Act will meet with general approval, but it seems to me to be based upon substantial justice. You are doubtless aware that for many years past no such distinction has existed in bankruptcy, and that all creditors, whether by specialty or simple contract, rank rateably in the distribution of the bankrupt's estate. You must frequently have seen, in administering the estates of deceased debtors, specialty claims tendered—probably bonds given by the deceased upon the marriage of his daughter, or for the advancement of his son, for which there has been no substantial pecuniary consideration; and those claims not only rank in priority against the estate of the deceased, but rank to the exclusion of all simple contract creditors, although those debts may have been contracted with full consideration, such as goods supplied to the deceased in the way of his trade. So that the administration of the deceased's estate is rather a process of absorption for the benefit of family creditors than of distribution. An attempt was unsuccessfully made a few years since to render the estate of the deceased trader liable to the bankrupt laws. The present Act practically attains that end, and although it may press hardly upon those who would claim the benefit of specialty debts bearing date before the Act comes into operation, I think on the whole it is a highly beneficial measure.

I have but a few observations to make upon an Act which, though dealing with large sums of money, does not materially affect us or our clients. It is the Act for amending the law relating to the salaries, expenses, and funds of courts of law in England, and is an Act rather for the transfer of certain stocks and funds of the suitors of the Court of Chancery to the Consolidated Fund. Of course the Consolidated Fund is as good a debtor as the Court of Chancery. The suitors, therefore, need be under no apprehension as to ultimate payment, and I am willing to assume that the convenience of the State has been promoted by the passing of the Act. There is, however, one fund transferred by this Act to which, incidentally, I wish to call your attention—namely, the sum of a million and a quarter, in round figures, standing to the credit of the Bankruptcy Fund account. Now, as both here and out of doors we have always associated bankrupts and bankrupts' estates with the entire absence of assets, you will immediately be curious to know how this large amount has been accumulated. In truth it represents unclaimed dividends, balances of a vast number of estates too small to be susceptible of division, and interest upon a portion of the fund, and the great part will probably never be claimed. But the Chief Registrar's Fund, forming a portion of the before-mentioned amount, was the fund whereto assignees and creditors resorted for payment of the costs incurred by them by direction of the Court in the prosecution of fraudulent bankrupts. This fund will certainly no longer be available for that purpose. You will find that the only fund out of which those costs will in future be paid will be what we understand by the county allowance. Perhaps, however, my future observations upon this will come more properly when I am calling your attention to the provisions of the new Bankruptcy Act.

There are three other Acts to which I must call your attention—namely, an Act to consolidate and amend the law of bankruptcy; an Act for the abolition of imprisonment for debt, and for the punishment of fraudulent debtors, and for other purposes; and an Act to provide for the winding-up of the business of the late Court for the Relief of Insolvent Debtors and repealing certain existing statutes. The first of these Acts is the most comprehensive. As to that Act, I had hoped that we should have been favoured with some paper on bankruptcy from some one of our members, and that a general discussion would have been taken upon it. But, in the absence of such a paper, I think it my duty, with your permission, and having some practical knowledge upon the subject, to make some observations upon this most important Act. I think it very much to be regretted that the bill which was drawn last year, and which was settled clause by clause by the most skilful Parliamentary draftsman of modern days; a man of large experience and the highest order of talent, and who made plain English tell its own story in the simplest possible manner—I allude to Mr. Reilly—that that bill, which had been so carefully drawn which had been submitted to all the provincial law societies and chambers of commerce, and obtained their approbation, many of their suggestions having been adopted, should have been ignored, and a fresh bill drawn by a gentleman undoubtedly of great talent, but who absolutely knew nothing of bankruptcy until he was instructed to draw this bill. Hence the very imperfect state in which that bill was first presented to the public, and hence the very imperfect state, notwithstanding many alterations, in which it still remains. I make these observations in no captious spirit, but really in the tone of the deepest regret, as I feel that the general interests of the trading community, which were assumed to be, and which ought to be, the first consideration, have been in many important particulars seriously neglected. Neither the Incorporated Law Society nor this society are to blame for the present defects in the bill. I think I may unhesitatingly say, without fear of contradiction, that if our several suggestions had been attended to the bill would have presented a very different and much more useful aspect. Immediately upon the bill being brought in our respective societies formed committees for the purpose of considering the several provisions, and suggestions were forwarded to the head quarters. As I have before stated, it is a proof of the weight and influence of our respective societies that many of our suggestions were adopted. And here I must bear testimony to the very great assistance we have received from our well-known friend and professional brother Mr. George Gregory, the member for East Sussex, who was always accessible and rendered us the most substantial aid.

The first section to which I will call your attention is the 6th, which provides that the petitioning creditor's debt must be in respect of a liquidated sum due at law or in equity. You are, of course, aware that the law as it now stands, and as it has stood since the 5th Geo. 2, enables a client to petition in respect of a debt not due, provided the debtor has committed an act of bankruptcy; in other words, that the committal of an act of bankruptcy matures every debt. But here divers acts of bankruptcy are enumerated, and yet creditors cannot take any advantage of any one of them if the debt is not due. Now the practical result will be this, and I press this very strongly upon your attention, because it will, I think, be necessary in the interest of trade to ask the Legislature to apply a remedy at the earliest possible moment. I will put a simple illustration. I will suppose that a man wishing to start in business borrows from a relative £2,000, giving him as security a promissory note payable on demand. Upon the strength of that advance, which he would communicate to the wholesale houses with whom he proposes to open accounts, he would probably be able to purchase goods in the Manchester market to the amount of £10,000 or £15,000 upon the usual terms of credit—say three months. With those goods he starts in business. If at the end of six weeks or two months his prospects are not bright, the relative may, acting upon the gentle intimation so frequently conveyed to favoured creditors, obtain judgment upon his promissory note at the expiration of twelve days, and sell by public auction or private contract, and may pay himself; and the debtor may announce to his other creditors, whose debts are not due, that he intends to make no provision for them, but that he intends to emigrate

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with the proceeds, leaving the chance of payment to some future day. The creditors will probably stand aghast at this announcement, but they are absolutely without remedy. They cannot adjudicate him bankrupt in respect of the seizure under the execution, or of any one of the acts of bankruptcy named in the statute, nor can they stop him if he depart from the country. Now, this is such a monstrous reversal of the first policy of the bankrupt law that it is really difficult to understand why the alteration was made. I know that the attention of the Legislature was called to the objection at the earliest possible moment, and strong reasons urged for allowing the law to remain as it stands at present; and I am told that in the committee on the bill in the House of Lords there was a division of five against five as to the retention of the clause in its present shape, the casting vote being, however, in favour of the alteration; and I assume that this was done upon the principle that non-traders ought not to be made liable to the bankrupt laws in respect of debts not due. The answer to this objection is, I think, that the application of the clause making debtors liable in respect of debts not due might have been restricted to traders.

I may also here notice that there is no clause requiring the sheriff to sell by public auction.

The Act proposes to give creditors greater powers in the management of their own affairs by introducing what is assumed to be the Scotch system. Now, I conceive that creditors are the fittest persons to manage their own affairs, but not the fittest persons to undertake the administration of estates in which they are interested; I was an advocate for the retention of official assignees under certain modifications. I consider the proposed mode of appointing trustees exceedingly cumbrous, and that it will work inconveniently in practice. There is the greatest possible difficulty in inducing creditors to attend meetings or take personal part in the discussion as to the fitness of proposed assignees. There is great difficulty in getting them to prove their debts or even to receive their dividends. The consequence therefore probably will be, that the trustee will be appointed by canvass out of doors, and that the man who is most energetic in the canvass—not always the fittest man—will succeed in obtaining the appointment. Again, the resolution declaring what security is to be given will be found to work very inconveniently, as the amount of the security ought to depend upon the amount of the assets, and at that early period it is exceedingly difficult, if not impossible, to put a value upon them. But this security is to be given before the trustee enters on the duties of his office. Again, the creditors having first qualified themselves to vote by proving their debts, are to appoint other fit persons, not exceeding five in number, to act as a committee of inspection. Now, does any reasonable man suppose that any number of creditors will take upon themselves the duty of supervising the acts of the trustees, taking upon themselves that trouble without payment; and what advantage would the creditors gain by appointing a trustee if they were themselves to do the work of supervision? And is it to be supposed that an independent trustee, of good position, such a man as one would like to see administering bankrupts' estates, would submit to such a supervision?

It seems to me a machinery not at all adapted to the very large majority of estates. I do not propose to trouble you with the details of the mode in which the justice is required to discharge his duty, but I invite your special attention, because it does affect our branch of the profession, to the 29th section, which provides that where the trustee is himself a solicitor he may contract to be paid a certain sum by way of per centage, or otherwise, as remuneration for his services as trustee, including all professional services. Now you will confer a great obligation, not only upon the London solicitors, but upon your provincial brethren, if you will not only by discussion to-day, but in your several societies, consider whether it is expedient, as a rule, that solicitors should propose to act as trustees in the administration of insolvent estates. Whether they would be in the majority of cases appointed by the creditors of course I am not prepared to say. I think they would. Still the question remains, whether the solicitors should take upon themselves the discharge of those duties. I speak not of the liability necessarily incident to the office of trustee, because if a trustee is prepared to do his duty he need not fear any consequences, but I am looking at it in a professional and remunerative point of view. Of course men who have attained my period of life have old fashioned prejudices. I do not like to be paid by a per centage and placed on a level with debt collectors. It seems to be against the etiquette of the profession. But we are still bound to look at it as a matter of fact. Do we contemplate allowing accountants entirely to supersede us in the administration of insolvencies. Perhaps we ought not to be disturbed by qualms of conscience as to professional status; but we must consider whether the probable remuneration would compensate us for the trouble. I admit there would be very considerable difficulty in fixing the amount of remuneration. Of course it is impossible to foresee what estates will realise, and assuming a per centage to be agreed upon the assumed amount of assets, it would be necessary to have a saving clause that this should not cover the costs of actions at law to be brought by, and still less of actions to be brought against, trustees. Of course the accountants as a body would be opposed to solicitors competing with them, and this might place solicitors in the very invidious position of being underbid or underbidding in settling the terms of remuneration. You will perceive that by the terms of the section no solicitor or other agent is to be employed by the trustees without the consent of the committee of inspection, so that if a trustee does appoint a solicitor without such consent he would have to pay him out of his own remuneration. This would of course make the solicitor the servant of the trustee. But if the solicitor be appointed with the consent of the committee, then I apprehend he would be entilted to be paid out of the general estate. Still the main question remains, whether we shall in any case consent to act as trustees, or steadfastly refuse under any circumstances to take upon ourselves that office. I again ask you to give the matter your early consideration, and to report the result of your deliberations to the two parent societies in London. In this and all other matters it is desirable that the legal profession should act with as much uniformity and consistency as possible. It may be that the old practice may still be found the most convenient to adhere to—namely, that the creditors should appoint a solicitor who would be adopted by the trustee, and that his costs should, as heretofore, be paid out of the bankrupt's estate. Otherwise, if no such resolution to appoint a solicitor be passed, and the trustee requires, as he necessarily would, the assistance of a solicitor in the administration of the estate, the trustee would of course be interested in making the closest possible bargain with the solicitor, seeing that his bill of costs would come out of the trustee's remuneration.

I cannot avoid making a few observations upon the difficulties imposed upon the bankrupt in the way of obtaining his order of discharge and the general status of an undischarged bankrupt. I always have thought, and still think, that if a man has given up all his estate he is entitled to his release. If he has contracted his debts fraudulently or inconsistently with fair dealing, punish him; but if he has surrendered all he has, give him at least the opportunity of retrieving his position and send him back into the world again with a chance of getting a living in the future, and of becoming a wiser and a better man; but do not pass upon him sentence of perpetual mercantile excommunication. It may, indeed, be said that a bankrupt is entitled to his order of discharge if his estate shows ten shillings in the pound, but experience has shown that men who have assets which upon realization by forced sale would produce ten shillings in the pound are never likely to suspend payment until those assets are reduced to a much smaller amount. The estate which produced ten shillings in the pound under bankruptcy would probably represent assets which, if realised in the usual course of trade, would be worth fifteen shillings in the pound. Again, is it not an inducement for a man to buy largely upon the eve of his bankruptcy for the purpose of approaching more nearly to the required amount of ten shillings? But assuming that his estate only realises five shillings in the pound, and that his debts are large, how can he so long as he is without his order of discharge get into business, earn and accumulate the necessary profits to make up the deficiency? Will the wholesale houses trust a man under those circumstances? I think not; and he thus, therefore, will not be likely to obtain, or they to receive, the statutable amount. Then a bankrupt is to have, if his estate at the close of the bankruptcy (and this is a very uncertain term) has not produced ten shillings in the pound, a *quasi* letter of licence for three years to enable him to make up the deficiency, and if at the end of three years he has not made up that amount, then the creditors whose hands are stayed during the three years are restored to their rights as creditors, not in respect of the difference between the

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five shillings he may have paid and the ten shillings he is required to pay, but for the remainder fifteen shillings in the pound, thereby, of course, trebling the amount of his liability. But the creditors are not to take proceedings against the bankrupt upon the judgment so to be obtained, without leave of the Court, who will inquire into the debtor's means and ascertain the amount of new debts contracted. Now, what a scene of fraud this will open. Does any reasonable being suppose that even if the bankrupt is possessed apparently of considerable assets representing after-acquired property, the old creditors will participate in it to the extent of a single shilling? Every species of device will be resorted to for the purpose of interposing between the old creditors and their rights. I strongly deprecate legislation which has a tendency to engender fraud. No doubt it is true that the Court may, with the assent of the creditors, by special resolution grant a bankrupt his order of discharge without payment of ten shillings in the pound, if in their, the creditors' opinion, his failure to pay the required ten shillings has arisen from circumstances for which the bankrupt cannot justly be held responsible. Now, it will be exceedingly difficult to interpret these words; but, assuming the bankrupt to have paid the required ten shillings, or to have been absolved from that payment by the special resolution of the creditors, what is the value of the order of discharge when obtained, if it is not to be available if the debtor's liability has been incurred by means of any fraud or breach of trust (not specified), or from any debt or liability forbearance of which he had obtained by means of any fraud? The words are so wide, and the language so vague, that it seems to me that every order of discharge may be questioned at any period of a man's life, and that a conveyancing counsel advising upon an abstract of title to property in which the bankrupt was interested would, in addition to the usual inquiry whether he had obtained his order of discharge, be bound to inquire into the circumstances under which every debt was contracted.

The second of the acts to which I have referred—that imposing penalties upon fraudulent debtors—is open to the objection that the expenses of a prosecution are to be allowed, paid, and borne as expenses of prosecution for felony are now allowed, paid, and borne. This, of course, means that the prosecutors are to be entitled only to what we understand by the county allowance. Now any man who has ever instituted a prosecution, whether under bankruptcy or otherwise, knows that the county allowance, however inexpensively the prosecution has been conducted, does not cover a tithe of the expenses. I may instance one recently in which my firm was engaged, in which a prosecution was directed by the Master of the Rolls, and a prosecution followed. The county allowance was about £27, the actual expense incurred by the prosecution, and allowed after strict taxation by the strictest taxing master of the Court of Chancery, amounted to £600. As the law stood under the Act of 1849 the costs of the prosecution were paid out of the bankrupt's estates. Subsequently, I think by the Act of 1861, the Chief Registrar's Fund was chargeable with those costs, because it was considered unfair in the interests of the general public, for whose protection the bankrupt was prosecuted, that the estate of the particular bankrupt should be chargeable with the expense. But as the Chancellor of the Exchequer has now appropriated the whole of the Chief Registrar's Fund, and as it would be useless to apply to the Treasury for payment of extra costs, and in the absence of any provision to that effect of course no trustee under a bankrupt's estate would be justified in applying any part of that estate in payment of those costs, it really would come to this, that prosecutions having been deemed expedient, and the bankrupt having been convicted, the creditors would be obliged individually to contribute towards payment of the costs. It is not very likely, in addition to the loss sustained by the failure or fraud of the bankrupt, that the creditors would put their hands into their pockets to make up the required amount. The result, therefore, will inevitably be this, that there will be more offences and fewer prosecutions.

I find I have omitted to call your attention to the 70th section of the Bankruptcy Act, 1869, which enables every attorney and solicitor of the superior courts to practice as a solicitor in the Court of Bankruptcy and in matters before the Chief Judge. This you will probably remember is simply re-enacting the like section in the Acts of 1849 and 1861, but it is important as extending the privilege to practising before the Chief Judge. The reasonable interpretation of the clause therefore is, that a solicitor may lead a cause before the Chief Judge in Bankruptcy in matters directed to be heard by him before a special jury of London merchants. And in the interests of that branch of the profession which I am now addressing I certainly shall take the opportunity of conducting the first special jury case which I may have to try before the Chief Judge in Bankruptcy.

It only remains for me to make a few observations upon the arrangement and composition clauses. I think it very much to be regretted that the Attorney-General so stoutly and strenuously refused to incorporate into this Act the Bankruptcy Amendment Act, 1868, known as Mr. Moffat's Act, and especially having reference to arrangement by deed, and which remedied all the existing evils in the Act of 1861 in that particular. The main benefits conferred by that Act were the exclusion of the secured debts of creditors in the computation of debts, and also the requiring creditors to verify their debts. The provisions for the registration of deeds of arrangement were, I think, as perfect as could be, and I think the facilities which enabled creditors to administer the estates of debtors in their own way, affording also to honest debtors the means of carrying through a composition—always more beneficial to creditors than the administration of an estate under an assignment—were greater than under any previous system. And yet, for this comparatively perfect system, one is introduced full of doubt and difficulty.

In order to enable the debtor to carry out a liquidation by arrangement, he must summon a general meeting of his creditors, and that meeting, by special resolution, is to define the nature of the arrangement which is to be confirmed at a subsequent meeting. But the Act requires that all the provisions relating to a first meeting of creditors in bankruptcy are to apply to the first meeting for liquidation. Now this involves the extreme inconvenience of creditors being required to prove their debts before they can pass their resolution. Practically, we all know that at the first meeting of creditors a general statement is laid before them. The vast proportion of those who attend are not creditors capable of proving their debts, but consist of solicitors, solicitors' clerks, or agents, who are required to attend simply for the purpose of obtaining information, and when the composition is ventilated and the assent of the creditors virtually, but not actually, obtained, then we proceed to carry out the arrangement. But now in order to enable us to pass the resolution, creditors who have proved can alone be allowed to vote upon it. At this early stage you do not actually know who the creditors are, who are the bill holders, or what may be the rights and equities of creditors as between themselves. But all these particulars must be ascertained, the amount of the debt actually defined, and the creditor prove his debt before he can vote. This, therefore, involves the practical impossibility of carrying any substantial resolution at the first meeting, and the easy and frequently conclusive mode in which the first meeting is now ordinarily held and the resolution passed will be absolutely impossible under the new system. It seems to me also that the importation of the registrar into the matter is quite unnecessary, and that instead of giving creditors additional facilities for dealing with their debtors, additional difficulties are imposed by these sections. In fact these clauses more than ever justify my observation that the statute has been prepared by unskilled hands, and is certainly not calculated in way particular to improve the remedies of creditors against their debtors. We shall, however, see what the proposed rules and orders do to remedy the existing defects, for as was truly said, so much is required to be prescribed by those rules and orders that the Act is an Act to enable the Lord Chancellor and the Chief Judge to make an Act for the administration of debtors' estates. And bad as the Act may be, it is our duty to make the best of it.

Another bill which was introduced last year, at the close of the session, and which will probably receive early attention, is the bill to amend the existing law of remuneration with regard to attorneys and solicitors. This bill was brought in by Mr. Rathbone, the member for Liverpool, Mr. Morley, the member for Bristol, and our friend Mr. Gregory. It is a very important question for further consideration why we should not be allowed to make a bargain with our clients. The bill was a very short one, but was calculated to work very great change in the relation between solicitor and client as regards the bill of costs. I am not at present prepared to accept the full scope of the bill, but it does seem to me unreasonable that while other trades and professions

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are enabled to make contracts for the work to be done, attorneys should be unable to do so. Of course, if the bargain were oppressive on the client, the Court has the opportunity of setting it aside. It seems to me to be a bill to enable us to dispense with the formality of sending in a bill of costs, the loss of time incident to the preparation of it, and the annoyance of its being subsequently submitted to taxation. I believe that many of ourselves and our predecessors would have been richer men if relieved from the burthen of making out our bills of costs, and enabled to receive a sum certain in payment; and I believe myself that the client would be, as a rule, a considerable gainer by the contract, as, wherever the amount of the bill of costs has been guessed at after the business has been done, and before the bill had been made out, you almost invariably find that if the bill be afterwards made out—either at the request of a client or for one's own personal satisfaction—the amount so agreed to be accepted is very considerably less than that to which the solicitor is actually entitled. However, this is one of those matters which must be carefully considered by us in our several societies, not only with reference to its principle, but its details.

You have probably all of you read the first report of the Judicature Commission, a very able and comprehensive document. Immediately the commission was formed, each of the law societies took the matter up, and formed a joint committee for the purpose of making recommendations and suggestions. Papers were contributed by the different members of the two societies, the recommendations were carefully considered, and certain points being resolved upon, after anxious deliberation, they were forwarded to the secretary of the commission, and it is a singular fact that many of the suggestions have been adopted by the Judicature Committee almost in the language in which they were suggested. We were told before they were tendered to the commission that our recommendations would be attended to with the greatest respect. Many of the subjects, such as the concentration of the business of the courts; the carrying out of what seemed to be one of the first principles, that a man should obtain full justice in one court without being sent to another tribunal to complete his remedy, a course painful to the solicitor and frequently ruincus to the client; the suggested alteration of the jury system; and the alteration of the circuits, were, I think, recommended by us. I am glad to find that a further commission has been issued, including some additional names of great weight, and with an enlarged scope of subjects of inquiry. I sincerely hope at no distant period the suggestions made by the first report will become the subject of legislation, and that every future step will tend more and more to the simplification of the administration of the laws.

Before I conclude, I cannot avoid congratulating you upon the prospects of our profession, not in a pecuniary sense, because every step in modern legislation has been to diminish our profits, but in what we call its status. The present social position of our branch of the profession as contrasted with what it was when I entered it upwards of forty years since, would have transcended the wildest imaginings of the most romantic articled clerk of those days. We then approached the bench with "bated breath and whispering humbleness," we are now received both in public and in private upon that equal footing to which we are entitled as educated men and as gentlemen, although the line of demarcation between the two branches of the profession still exists, improperly as many think, usefully as I think, in the general interests of the public and of the profession.

I have no doubt there are many other matters to which I as chairman of this meeting ought to have called your attention, but I have occupied your time at so great a length that I am positively ashamed of myself. It only remains for me to thank you for the kindness which you have extended to me with such exemplary patience

After the Chairman's address, it was resolved unanimously that the next annual meeting of the Metropolitan and Provincial Law Association should be held at Bristol.

Mr. SHAEN, of London, then made some observations on the topics adverted to in the Chairman's address. He spoke favourably of the Married Women's Property Bill, stating that he was a member of the committee that drew it up in the first instance, and placed it in the hands of Mr. Shaw Lefevre. He then proceeded to point out how improvements might be made in its operation, and noticed the working of the principle in the state of New York. The bill, however, scarcely came up to his ideal of the state of the law with regard to husband and wife. He would rather have it regarded as a partnership than as two individuals with exclusive rights. His belief was that, judging from the experience of other nations, very great good would result from the passing of the bill. He next alluded to Mr. Locke King's Real Property Intestacy Bill, but did not anticipate it would have a very large action, as most of the persons in this country possessed of land made their wills. Mr Shaen next spoke of the proposed sites for the courts of law, and pointed out the influence of the association on members of Parliament, remarking that beyond doubt the Carey-street site was an admirable one. The question of the payment of prosecutions was of vital importance, and he proceeded to point out the injurious effects of the scheme as it at present stood. The county allowance differed enormously in different parts of England, and it was an exceptional case for the expenses of prosecutions to be paid by the county allowance. On the question of solicitors accepting trusteeships in bankruptcy, he agreed in the conclusions of the Chairman. He then remarked on the difficulties in the way of arriving at a satisfactory conclusion with respect to the remuneration of solicitors by contract, and concluded by moving "That the cordial and hearty thanks of this meeting be presented to the Chairman for his able and admirable address, and that he be requested to allow it to be printed, and circulated not only amongst the members of the association but of the profession generally."

Mr. H. GASKELL TAYLOR seconded the motion, which was carried unanimously.

Mr. KIMBER, of London, corroborated the remarks of the Chairman on the Bankruptcy Bill.

Mr. HULL, of Liverpool, commented on the report of the Judicial Commission, and concluded by proposing a resolution which had been passed at Liverpool, "That the committee approve generally of the report as far as it goes, but would like to see the suggestions contained in it put into a more practical form by the introduction of a bill next year."

Mr. RICHARDSON, of Leeds, seconded the motion.

A discussion ensued, in the course of which the CHAIRMAN objected to the association sitting in judgment on the report of the commissioners, who, in fact, had not yet concluded their labours, having, with the three additions he had previously mentioned, been recently re-appointed.

Mr. CLABON, of London, remarked that in his opinion there never was a commission that more admirably concluded the first portion of their labours by the production of a lucid and excellent report. He therefore trusted the motion would be withdrawn.

Mr. HULL explained that he did not wish to convey any censure on the commission, but his object was merely to save time by obtaining a more practical statement of their labours. He then withdrew the motion.

Mr. SHAEN moved "That in the opinion of this meeting there is no professional objection to solicitors accepting the office of trustees in bankruptcy under the Bankruptcy Bill."

Mr. KIMBER seconded the motion.

A discussion followed, in the course of which it was urged that it was more the province of the Association to discuss subjects than to pass resolutions, and, on a suggestion from the Chairman, the motion was withdrawn.

Mr. TORR, of London, spoke on the question of the remuneration of solicitors, and the desirability of a revised scale of costs. He asked the Chairman as to the present position of the question, and the steps which had been taken in the matter.

In reply, the CHAIRMAN gave an account of an interview on the subject with the Master of the Rolls, Vice-Chancellors Stuart and Page Wood, and several of the clerks. He had pressed upon their consideration the insufficiency of the remuneration of solicitors, and pointed out that the state of things which formerly justified the fixed sums of mark and noble had long since ceased to exist, and that the profession should be paid according to ability. A consideration of the question was promised, but although a year has passed nothing definite had resulted from the above interview. He thought if Lord Cairns had retained the Great Seal something would have been done. The present Lord Chancellor did not appear very favourably inclined to the propositions.

Three papers were next read, the first by Mr. CLABON on "The Fusion of Law and Equity;" the second by Mr. F. D. LAWNDES, of Liverpool on "Legal Education;" and the third by Mr. C. J. SAUNDERS, of Birmingham on "The Union of the Two Branches of the Legal Profession

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considered with a special reference to contemplated Law Reforms."

Mr. JEVONS, of Liverpool, then spoke at length on the scheme for the university of law as suggested by the executive committee appointed at the meeting of deputations from provincial law societies held at Leeds last September. He quite endorsed every word in the paper of Mr. Saunders, and said that the meeting at Leeds, to which he referred, was in no way antagonistic to that society. He combated some of the objections to the proposed scheme of legal education, and alluded to the agitation which had been going on at Liverpool against the practical exclusion of attorneys from the magistracy. The steps which had, since the Leeds meeting, been taken with respect to the proposed university he described, stating that the Lord Chancellor had approved of the scheme, and a bill had been prepared. Mr. Jevons concluded by maintaining that solicitors ought to be as highly educated as the members of the bar, the members of the profession being greatly inferior in knowledge of the law, compared with other countries, through the want of a thorough legal university training.

Mr. CLABON thought the profession of solicitor and advocate had better remain as at present. With respect to the law university, he thought the more education both branches had the better. He concluded by an allusion to the difficult question of the funds that would be required.

Mr. H. ANDERSON, of York, disapproved of any scheme which would entitle solicitors to act as barristers and barristers as solicitors. He concluded by suggesting that any solicitor should be, on producing a certificate from the Incorporated Law Society that he had passed successfully all examinations, was duly qualified, and once being in practice, conducted himself in a proper and honourable manner, and was a member of the Law Society or some provincial law association, be entitled to be admitted a student of any of the Inns of Court, and at the expiration of three months from that date be entitled to be called to the bar.

Mr. HULL lauded the working of the New York system, where the status of attorneys and advocates was the same, though each had their own clients. There were from ninety to one hundred barristers in the House of Commons, and this solid phalanx monopolised all "the loaves and fishes" that were at the disposal of Government. The law university he had no doubt would be self-supporting.

Mr. ROBERTS, of Hull, dissented from the proposal of amalgamating the two branches of the legal profession; but was deeply interested in the question of legal education. The education of solicitors was very defective. He advocated the same educational facilities for the legal as for other learned professions, and with reference to the requisite funds they had all seen the funds of institutions which were not being satisfactorily employed made more available for educational purposes. He thought if this rule were applied to the funds of the Inns of Court there would be no injustice if the money was applied for the benefit of the members of the legal profession. He thoroughly agreed with the observations made by Mr. Anderson, and thought there should be an opportunity afforded for members of one branch of the profession entering the other if thought desirable. Nothing would facilitate this more than education at one college.

Mr. RICHARDSON, of Leeds, briefly spoke in favour of the amalgamation of the profession.

Mr. SHAEN, of London, spoke favourably both as regards the public and the legal body of the amalgamation of the branches of the profession. With reference to the proposed university, he suggested that it would be better than establishing a specific university to have a legal department in some of the present universities of the country. The funds of the Inns of Court belonged to the profession, and might be to some extent applied to the advancement of the education of the legal profession.

Mr. GRAYSTON, of York, read a paper on "The Law of Primogeniture," describing its origin and progress down to the present day.

The meeting then adjourned.

Wednesday, Oct. 26.—The proceedings commenced with the discussion of Mr. Grayston's paper on "Primogeniture."

Mr. DEES said the bill of last session was one of the most ill-considered bills ever introduced into Parliament. It appeared to him to be an unnecessary change in the law.

Mr. BROMLEY pointed out how the present state of the law worked in many instances a great injustice. He did not in any way regard the greatness of this country as dependent on the maintenance of the law of primogeniture, and he gave in his hearty adherence to the proposed measure

Mr. PAYNE, of Bath, pointed out several evils which might be obviated by legislation in connection with the subject.

Mr. CLABON, of London, then read a paper on the "Proposal for establishing a Law Benevolent Corporation."

Mr. PAYNE, of Liverpool, then read a paper on the "Charge by Ad-Valorem for Mortgages," after which

Mr. TORR proposed the following resolution:—"That this meeting desires the committee of management to give their best attention to the subject of the bill lately brought into the House of Commons by Mr. Rathbone for the purpose of amending the existing mode of remuneration, and to memorialise the Lord Chancellor (and such other judges as may be necessary) for a suitable increase in the rate and amounts of such portions of the costs of solicitors and attorneys as are paid by scale." With reference to the open system of contracts there was the objection that it might give rise to a system of under-selling each other in the profession. The object of Mr. Rathbone's bill was, however, to seek to obtain some more substantial remuneration for their services than the present scale allowed. There were many classes of business in which special contracts were impossible; and it was undeniable that the present scale of costs was totally inadequate as the solicitor's remuneration. He specially referred to more important cases, in respect to which there was merely the same compensation as in the paltry and ordinary ones.

The CHAIRMAN thought it would not be wise to in any way commit themselves as an association by sanctioning the bill of Mr. Rathbone, the provisions of which they perhaps had not all considered. Without doing this they could vote in favour of the amendment of the solicitors' remuneration scale.

Mr. GASKELL TAYLOR expressed his concurrence in the views of Mr. Torr.

After some discussion the motion, on being put to the meeting, was carried unanimously.

Mr. PETGRAVE, of Bath, next read a paper on "Requisitions of Titles and Open Contracts."

A discussion ensued, in which Mr. AVISON, of Liverpool, Mr. W.P. HUSBAND, of York, Mr. JOHNSON, of Birmingham, Mr. PAYNE, of Liverpool, and others took part, the speakers generally regarding the suggestions of the paper very favourably.

Mr. KIMBER, of London, read a paper on "Appellate Jurisdiction in Criminal Matters."

Mr. BREAREY, of York, made a few remarks on the subject, and called attention to the case of William Henry Barber, a solicitor, who was sentenced to transportation for forging a will. It afterwards transpired, through the confession of one of the witnesses, that the transported solicitor was entirely innocent, and he subsequently obtained a vote of £5,000 from Parliament. Mr. Brearey thought if a Court of Appeal had existed at that time he would doubtless have been able to prove his innocence.

The CHAIRMAN said that although a court of criminal appeal would be useful in investigating such a case as that referred to by Mr. Brearey, the public and the profession were very much divided in opinion as to whether Barber was guilty or innocent.

The reading of papers and the discussions having terminated,

The CHAIRMAN proposed a vote of thanks to the members of the Yorkshire Law Society for their kind and cordial reception and the almost regal hospitality which they had evinced towards the members of the Metropolitan and Provincial Law Association.

A vote of thanks to the Chairman was then moved by Mr. SEYMOUR, seconded by Mr. WARR, both of York, and carried unanimously.

Mr. MOODY, President, and Mr. WALKER, Secretary of the Yorkshire Society, received a similar compliment, and the proceedings ended.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday the 2nd inst., Mr. Hargreaves in the chair, the following question was discussed:—"Does the present position of Cuba justify the interference of the United States?" The debate was opened by Mr. Warmington in the affirmative, but was

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eventually decided in the negative by a majority of nine. Six gentlemen were elected members of the society, and the total number present was twenty-six.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Michaelmas Term, 1869.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BILL, FREDRIC.—William Henry Duignan, Bedford-row, and Walsall.

BONE, EDWARD WILLIAM.—Allan Belfield Bone, Devonport; and Thos. Wm. Denby, 8, Frederick's-place.

BROWNING, THOMAS WORLEDGE.—Michael Ellison, Glossop; and Thomas L. Bickers, Tadcaster.

CATTLIN, HARRY WOLFE.—William Shaen, 8, Bedford-row;

CHABOT, CLEMENT.—B. J. B. Fowler, Plymouth.

EVETT, GEORGE STUART.—Henry R. George Fowkes, 15, Walbrook.

FOWLER, JOHN SEYMOUR.—Alexander Burnes Anderson, Liverpool.

GARLAND, ROBERT DEVENISH.—Henry T. Johns, Ringwood; William Sandys, 5, Gray's-inn-square.

HAGUE, TEMPLE LAYTON.—Henry Cowling, and Joshua J. Leeming, York.

HARRIS, ROBERT HARE.—Thomas Davis, Gresham-buildings, Basinghall-street.

HAYES, WILLIAM STEELE.—William Hayes, Halesowen.

HOPE, JOHN HENRY.—James C. Scarisbrick, and Anthony John Moore, Sunderland.

LASCELLES, EATON M.—Arthur H. Lascelles, Narberth; William G. George, Cardigan.

LLOYD, ROBERT OWEN.—George Boydell, Chester.

MARTIN, HENRY.—Alexander R. Hordern; Thos. F. Maddock, Chester.

MARTIN, ROBERT.—Sheldon D. Ashley, 9, Clement's-lane.

PROCTER, ARTHUR CRABTREE.—Charles E. Procter, Macclesfield.

RATCLIFF, EDMUND THEODORE.—William P. Allcock, Birmingham; Charles F. Tagart, Bedford-row.

TOLCHER, ROBERT.—Thomas White, 11, Bedford-row.

WARNER, EDWARD LEE.—Charles T. Arnold, 20, Whitehall-place.

WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.

Last Day of Michaelmas Term, 1869.

ALLEN, THOMAS LEWIS.—Robert Peckham, Great Knight Rider-street; Josiah John Merriman, 28, Queen-street; Thomas Eaton and Thomas Bowker, Bedford-row and Gray's-inn-square.

ANGEL, EDMUND GREY.—Edmund William Paul and Henry Mountrich James, Exeter.

ARTHY, JOSEPH BRIDGE.—James Parker and John William Wilson, Chelmsford.

ATKEY, FREDERICK WALTER.—James Richard Upton, Austin-friars.

BLAKE, CHARLES.—Henry John Davis, George Blakey, and William James Lloyd, Newport.

CATHERALL, EDWARD.—Charles Gammon, 9, Cloak-lane.

COLLINS, ALEXANDER.—Edward Kynaston Bridger, 120, Kennington-park-road.

GREENING, JOSEPH ROBERT.—John Severn Bennett, Mark-lane, London.

GREAVES, JOHN BROOK.—Charles Leach Coward, Rotherham.

HARVEY, FRANK JACOB.—Briscoe Hooper, Torquay.

LEEMING, CHARLES HENRY.—Francis Jubb, Halifax.

LUCAS, LIONEL RICHARD, Jun.—William Allison, Louth.

LYCETT, HENRY.—John Bagshaw, Manchester.

LYNCH, CHRISTOPHER BERNARD.—Francis Charles New, King-street, Cheapside.

MICKLETHWAIT, WILLIAM.—Walter Murton, Southampton-street, Bloomsbury.

MONON, JOHN.—Robert Manley Lowe, Tanfield-court, Temple.

PEASE, CHARLES.—Henry Morten Cotton, Chancery-lane.

RUNDELL, WILLIAM FRANCIS.—Robert Francis, Newton Abbot, Devon.

SADLER, AUGUSTUS CHARLES.—Robert Robson Sadler, Golden-square, Middlesex; and Frank Richardson, Piccadilly and Golden-square.

SMITH, JOHN CHRISTOPHER.—Thomas Dounie Calthrop, Whitehall-place.

SMITH, MARK PHILIP.—Arthur Weston, Brackley.

STORY, HENRY DONALD.—Henry Story and William Cheek Bousfield, Newcastle-upon-Tyne.

SWRETING, THOMAS LUTHER.—John Hawthorne Lydall, Southampton-buildings.

WALKER, EDWARD L.—Edward Walker, 8, New-square, Lincoln's-inn.

WHITEHEAD, JOSEPH.—Francis Smith, Manchester.

WILLIAMS, DAVID THEODORE, B.A.—Edward Scott and Edward Scott, Wigan.

[For former names see p. 666, *ante*.]

NOTICES OF APPLICATIONS TO BE RE-ADMITTED

In Michaelmas Term, 1869.

Evans, John, Wrexham.

Leigh, Alfred, Baguley, near Manchester.

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

26th November, 1869.

Allen, Mundeford, Abergavenny.

Ashley, Alfred, Harvey-road, Leytonstone.

Baker, Alfred, Matlock Bath; and Blackburn.

Bell, Theodore, Surbiton.

Blunt, George Henry, Egremont; and Leicester.

Brock, Jervis, 1, Whitehall-gardens.

Cooke, James Bradley, 47, Manchester-square; and 2, Stanley-villas, Norfolk-road.

Croft, James, Ulverston.

Deakin, Bickerton Homer, Monmouth; and Tettenhall-wood.

Derry, Richard Courtenay, North Shields; and 36, St. James'-square, Notting-hill.

Edwards, Edward Rasbrook, Walham-green, and 57, Usher-road, Bow.

Feuillade, Francis, Stratford; and 23 and 25, Millman-street.

Forster, Joseph, 306, Camberwell New-road.

Forward, William, 58, Albert-street, Regent's-park.

Greenwell, Walpole Eyre, 22, Dorchester-place.

Hall, Matthew Henry, 9, Alma-terrace, Hammersmith.

Harriss, Alfred Edmund, Calcutta.

Hoffman, John Wills, 3, St. Ann's-terrace, Wandsworth.

Irving, William John, Bombay.

Jones, Henry Lloyd, Bangor.

Keays, Frederick Lovell, Tottenham.

Lander, John Gilbert, 7, Bury-road, Kilburn; and Herne-hill.

Langdon, James, Ashford, near Barnstaple.

Lister, John Lupton, Walton-on-Thames.

Lomax, John, jun., Rochdale,

Lowe, Richard, 40, Shakespeare-road, Stoke Newington.

Maltby, William, Mansfield.

Marshall, Arthur Edward, Merton-road, Besborough-street; and 10, Loraine-road.

Mitchell, William, 3, Talbot-cottages, Greenside-road.

Monckton, William Charles, 55, Liverpool-street.

Paige, Henry, Worcester: St. Germans, Cornwall.

Pearson, George, Temple Cloud.

Phelps, William Truman Harford, Norwood; and Spa.

Philpott, Harry John Vernon, 6, Air-street, Regent-street.

Plowright, Edward William, 12, Regent-street.

Porter, John Thomas, Upper Edmonton.

Roberts, William William, Bristol.

Rowe, John, 177, Hampstead-road; and Nottingham.

Shelton, Francis Talbot, Nottingham.

Taylor, William Brooke, Norwich (10th Nov.).

Thompson, Mark, jun., Sunderland.

Vaudrey, Thomas William, Congleton.

Wallis, William Talbot, 96, Crampton-street, Newington Butts.

Webb, Thomas John, Croydon; and Stourbridge.

Webber, Edwin Huish, Southampton; and Tunbridge Wells.

West, William Eckley, Bromyard, Hereford.

Wilkinson, Thomas, Birkenhead.

Mr. Frederick North, M.P. for Hastings, who died on the 29th October, was in early life admitted a student of the Inner Temple, but was not called to the bar.

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LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property, Monday, Nov. 8, class A, Tuesday, Nov. 9, class B, Wednesday, Nov. 10, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity, Friday, Nov. 12, Lecture—6 to 7 p.m.

COURT PAPERS.

EXCHEQUER CHAMBER.

Sittings in Error.

The following days have been appointed for the argument of Errors and Appeals :—

Queen's Bench.

Friday	Nov. 26	Monday	Nov. 29
Saturday	,, 27		

Common Pleas.

Tuesday .....Nov. 30 | Wednesday .....Dec. 1

Exchequer.

Thursday .....Dec. 2 | Friday .....Dec. 3

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Nov. 5, 1869.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 93¼	Annuities, April, '85, 11 15-16
Ditto for Account, Dec., 93¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅝	Ex Bills, £1000, — per Ct 10 p m
New 3 per Cent., 91⅝	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2¾ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p C., Jan. '72 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¼	Do. Bonds, 4 per Ct., £1000 28 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 28 p m
Ditto Enfaced Ppr., 4 per Cent. 92½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	71½
Stock	Caledonian	100	80½
Stock	Glasgow and South-Western	100	104
Stock	Great Eastern Ordinary Stock	100	36¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	106
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	55½
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	124½
Stock	London, Brighton, and South Coast	100	42½
Stock	London, Chatham, and Dover	100	16⅛
Stock	London and North-Western	100	119
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	53⅛
Stock	Metropolitan	100	83
Stock	Midland	100	118
Stock	Do., Birmingham and Derby	100	88
Stock	North British	100	—
Stock	North London	100	10
Stock	North Staffordshire	100	57
Stock	South Devon	100	42
Stock	South-Eastern	100	76½
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

Early in the week the funds were steady, as also foreign securities; in railways but little was doing. The half yearly transfer day and holiday, of course, slackened everything. Afterwards the discount demand quickened sensibly, in anticipation of a rise in the Bank discount rate on Thursday. Those anticipations were justified, the rate having now been advanced from 2½, to which it was lowered on August 19th, to 3, but little alteration in the markets has been produced by the change. The funds are dull. The railway market experienced a short fall at first, but afterwards began to rally. Foreign securities are declining. There seems on the whole no prospect that the present high prices of investments will be materially lowered for a long time to come.

Mr. James Stansfeld, jun., M.P. for Halifax, and Third Lord of the Treasury, who has received the appointment of Financial Secretary of the Treasury, in the place of Mr. Ayrton, gazetted as First Commissioner of Works, is a barrister of the Inner Temple, is a son of Mr. James Stansfeld, formerly a solicitor, and now Judge of the Halifax County Court, by Emma, daughter of the Rev. John Ralph, of Halifax. He was born at Halifax in 1820, and was educated at University College, London, having graduated as Bachelor of Laws at the London University in 1844. He was called to the bar at the Inner Temple in January, 1849. In April, 1859, he was elected M.P. for Halifax, was in office as a Lord of the Admiralty in Lord Palmerston's administration from April, 1863, till April, 1864, and served as Under-Secretary of State for India for a short period in 1866, when he gave up the post in consequence of the adverse criticism evoked by his connection with Mazzini. When Mr. Gladstone's Government was formed in December, 1868, he was appointed Third Lord of the Treasury. Mr. Stansfeld married, in 1841, Caroline, daughter of Mr. William Henry Ashurst, solicitor to the Post-office.

Mr. Acton Smee Ayrton, M.P. for the Tower Hamlets, and Financial Secretary to the Treasury, who has been appointed First Commissioner of her Majesty's Works and Public Buildings, in succession to Mr. Layard, appointed Ambassador at Madrid, is a member of the Middle Temple, is a son of the late Mr. Frederick Ayrton, a barrister of Gray's-inn, and formerly of Bombay, by the only child of the late Lieutenant-Colonel Nugent. He was born at Kew in 1816, and was called to the bar at the Middle Temple in April, 1853; he practised for a few years on the Home Circuit and at the Sussex Sessions. Mr. Ayrton unsuccessfully contested the Tower Hamlets in 1852, but was returned to Parliament as member for that borough in April, 1857. On Mr. Gladstone's accession to power, in December of last year, Mr. Ayrton was selected to fill the post of Financial Secretary to the Treasury. In 1867 he promoted, with Mr. Tite, the Metropolitan Improvement Bill, and with Mr. O'Beirne the Pawnbroking Bill. Mr. Ayrton is one of the Royal Commissioners for inquiring into the constitution of the Law Courts.

Inquiry has been made into the accounts of Mr. Robert Shaw; stamp distributor for county Cork. He has admitted defalcations to the extent of £15,800.

It is announced that Mr. William Stockley, solicitor, of Liverpool, who about two years ago absconded from that city under very painful circumstances, has recently died at Barcelona. A short time ago (13 S. J. 1000) we had occasion to comment, from a legal point of view, upon a case of *Withington* v. *Tate* (17 W. R. 559), which arose out of Mr. Stockley's defalcations. The case was an extremely hard one, and the unfortunate mortgagor, who had repaid his mortgage-money to Mr. Stockley, as the solicitor through whom the advance was made, had to pay the money over again, the whole having been misappropriated by Mr. Stockley.

The New Election Judges.—Mr. Justice Mellor, Mr. Justice Byles, and Mr. Baron Bramwell have been nominated election judges for the ensuing year.

Value of Property at the West End.—At Mr. Robins' sale at the Mart, on Tuesday last, a spirited competition sprung up for a long leasehold house and shop situate in Market-street, Mayfair, let at £40 per annum. The lot was put up at £250, and was ultimately sold for £1,220.

Examination of Law Students.—A preliminary examination of law students in general knowledge was held at the Athenæum, Temple-row, on the 27th and 28th inst., before Mr. C. T. Saunders and Mr. Thomas Martineau, the superintending local examiners, when no less than twenty-five candidates presented themselves for examination, Birmingham being the centre for a very wide district. The subjects for examination comprised English and Latin grammar, English history, geography, arithmetic, and one ancient or modern European language.—*Birmingham Daily Post.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov 2.—By Messrs. Debenham, Tewson, & Farmer.

Freehold residence, known as Elm-lodge, with pleasure grounds, gardens, conservatory, &c., containing 1a 13p—sold £3,300.

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Freehold, six acres of marsh land, situate near the White Hart Inn, Temple-mills—sold £300.

By Mr. Robins.

Leasehold residence, with stabling, No. 12A, Alpha-road, Regent's-park, annual value, £130; term, 36 years unexpired, at £12 per annum—sold £870.

Leasehold house and shop, No. 79, Regent's-park-road, let on lease at £55 per annum; term, 96 years unexpired, at £7 13s. 4d. per annum—sold £550.

Freehold house and shop, No. 1, Wardley-street, South-street, Wandsworth—sold £300.

By Messrs. Bromley, Kelday, & Seward.

Leasehold residence, and three acres of land, known as Phœnix Mills, Lower Edmonton; term, 40 years from 1863, at £55 per annum—sold £210.

Leasehold improved rental of £20 per annum, for 54 years, secured on No. 91, Star-street, Paddington—sold £270.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LUSHINGTON—On Oct. 28, at 40, Norfolk-square, Hyde-park, the wife of Franklin Lushington, Esq., of the Inner Temple, of a daughter.

MOTE—On Oct. 31, at Dulwich, the wife of Mr. R. Crofts Mote, Solicitor, of a son.

SCOTT—On Oct 29, at Hornsey, the wife of John Scott, Esq., Barrister-at-law, of a son.

SMITH—On Oct. 30, the wife of Stuart Le Blanc Smith, Solicitor, of Burton-road, Derby, prematurely, of a daughter.

SWARBRECK—On Oct. 25, at Sowerby, near Thirsk, the wife of Charles McC. Swarbreck, Esq., Solicitor, of a daughter.

WELLS—On Nov. 3, at Carmarthen, the wife of C. H. Wells, Esq., Tenby, of a daughter.

WILSON—On Nov. 2, at 18, St. George's-square, Regent's-park, the wife of Arthur Wilson, Esq., Barrister-at-Law, of the Inner Temple, of a son.

WILKINSON—On Oct. 23, at Guildford, Surrey, the wife of Robert Wilkinson, Esq., Barrister-at-Law, of a daughter.

WRIGHT—On Nov. 1, at Ampthill, Beds, the wife of J. Wright, Esq., Solicitor, of a daughter.

MARRIAGES.

NESS—ROLT—On Oct. 28, at Ozleworth Church, William Edward, late Capt. 61st Regt., only son of the Rev. E. Ness, rector of Elkstone, to Emily Bosworth, youngest daughter of the Right Hon. Sir John Rolt.

SQUARE—ABBOTT—On Oct. 30, at the parish church of Stoke Damerel, Devon, Elliott Square, Solicitor, of Plymouth, to Caroline Sophia Martin Abbott, daughter of the late Edward Abbott, Esq., J.P., of Warwicks Park, St. Budeaux, Devon.

DEATHS.

HOOLE—On Nov. 2, at Scarborough, in the 69th year of his age, Francis Hoole, Solicitor, of Moor Lodge, Sheffield.

MONCREIFF—On Oct. 29, at Prestonfield House, near Edinburgh, Susan Wilhelmine, the beloved wife of Henry James Moncreiff, Advocate.

PACKWOOD—On Oct. 29, George Packwood, Solicitor, Denmark-row, Coldharbour-lane, Camberwell, and 27, Nicholas-lane, London, aged 47.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—[Advt.]

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, Oct. 29, 1869.

Limited in Chancery.

Greening and Combany (Limited).—Vice-Chancellor James has, by an order dated Oct 26, appointed Frederick William Dawson, Brasenose-st, Manch, and Charles M. Merchant, Savings' Bank-bldgs, Bury, to be liquidators.

Stannaries of Cornwall.

South Trevenna Tin and Copper Mining Company (Limited).—Petition for winding up, presented Oct 15, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Nov 11 at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Nov 8, and notice thereof must at the same time be given to the petitioner, his solicitor, or agent. Boyes-Fowler, Plymouth, solicitor for the petitioner, Chilcott, Truro, agent.

Tuesday, Nov. 2, 1869.

Limited in Chancery.

Fenton Park Iron and Coal Company (Limited).—Petition for winding up, prdsented Oct 29, directed to be heard before Vice-Chancellor James on Nov 13. Sharp, Gresham-house, Old Broad-st, for Rowley & Co, Manch, solicitors for the petitioner.

North Wales Slate Supply Company (Limited).—Petition for winding up, presented Oct 19, directed to be heard before Vice-Chancellor James on Nov 13. Tyrrell, Gray's-inn-sq, solicitor for the petitioner.

Phosphate of Lime Company (Limited).—Petition for winding up, presented Oct 27, directed to be heard before Vice-Chancellor Malins on Nov 12. Mercer & Mercer, Mincing-lane, solicitors for the petitioners.

Wynn Hall Coal Company (Limited).—Petition for winding up, presented Nov 1, directed to be heard before Vice-Chancellor Malins on Nov 12. Raimondi, Houghton-st, for James, Wrexham, solicitor for the company.

Friendly Societies Dissolved.

Friday, Oct. 29, 1869.

Good Samaritan Society, Ship and Castle Inn, Penzance. Oct 25.

Magnetic Telegraph Friendly Society, Royal Exchange, Manch. Oct 23.

Tring Social Benefit Society, National Schools, Tring, Hertford. Oct 25.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Oct. 29, 1869.

Ashford, Hannah, Saxted, Suffolk, Spinster. Dec 1. Clubbe, Framlingham.

Banks, Jas Stansfield, Idle, York, Joiner. Dec 1. Watson & Dickons, Bradford.

Banks, John, Idle, York, Clothier. Dec 1. Watson & Dickons, Bradford.

Brissenden, Dive, Woodchurch, Kent, Beer Retailer. Dec 1. Munn & Mace, Tenterden.

Byers, Alfd, Brompton, Clerk. Dec 10. Sole & Gill, Devonport.

Boers, Howard Jacobson, Haslar Hospital, Southampton, Assistant Paymaster. Dec 10. Sole & Gill, Devonport.

Clarke, Robt, H. M. Colonial Medical Service. March 25. Turner, Gresham-st.

Grange, Wm, Witton, Chester, Farmer. Dec 10. Green, Northwich.

Hedges, John, Albion-rd, Hammersmith, Gent. Dec 29. Carlisle & Ordell, New-sq, Lincoln's-inn.

Hepburn, Geo, Marylebone-rd, Coach Builder. Nov 30. Kearsey, Old Jewry.

London, Jas Geo, Golden-lane, Clog Maker. Dec 31. Howard & Gillespie, Angel-ct, Throgmorton-st.

Marks, Israel, The Grove, Blackheath, Iron Merchant. Dec 31. Spyer, Winchester House, Old Broad-st.

Milroy, Jas, Ardwick, Manch, Travelling Draper. Nov 10. Sale & Co, Manch.

Ord, John, Upper Clapton, Esq. Dec 25. Sutton & Ommanney, Coleman-st.

Pipe, Jas, Saxted, Suffolk, Farmer. Dec 21. Clubbe, Framlingham.

Reading, Edwd, Chesham, Buckingham, Dealer in Straw Plait. Dec 6. Francis & How, Chesham.

Smith, John, Chigwell, Essex, Coal Merchant. Dec 10. Beaumont & Co, Lincoln's-inn-fields.

Tetterell, John, Berechurch, Essex, Farmer. Dec 21. Howard & Co, Colchester.

Umbers, Saml, Wappenbury, Warwick, Gent. Nov 27. Moore & Co, Warwick.

Warren, Thos Abbots, Princes Risborough, Buckingham, Surgeon. Nov 6. Parrott, Aylesbury.

Watson, Wm Hy, Walworth-rd. Jan 1. Watson & Sons, Bouverie-st, Fleet-st.

Tuesday, Nov. 2, 1869.

Baggaley, Thos, & Mary Baggaley, Kingston-upon-Hull, Fishmongers. Nov 12. Atkinson, Hull.

Bicknell, Mark, South Darenth, Kent, Grocer. Nov 25. Russell & Co, Dartford.

Bingham, Mary, Bristol, Widow. Dec 31. Fussell & Pritchard, Bristol.

Bridges, Rev Brook Edwd, Haynes, Bedford. Dec 1. Bridges & Co, Red Lion-sq.

Cooke, Sarah Selina, Gloucester-st, Belgrave-rd, Widow. Feb 1. Satchell & Chapple, Queen-st, Cheapside.

Dawson, Mary Ann, Hanover-sq, Widow. Dec 1. Holcroft & Knocker, Sevenoaks.

Gaitskell, Rev John, Church-st, Kensington. Dec 29. Barnes & Bernard, 61 Winchester-st.

Hall, Hannah, Church-rd, Upper Norwood, Widow. Jan 1. Jaquet, Serjeant's-inn, Temple.

Harris, Thos Phillips, New-st-sq, Shoe-lane, Gent. Jan 1. Knox, Bloomsbury-sq.

McAlester, Lieut.-Col. Chas Archibald, Axminster, Devon. Dec 9. Beetham, Uplyme.

Proud, John, Croglin, Cumberland. Dec 31. Scott, Penrith.

Ratter, Wm Smalley, Broughton, nr Manch, Gent. Dec 6. Price, Manch.

Ward, John, Stockton-upon-the-Forest, York, Gent. Dec 28. Wood, York.

Wilde, Fras, Parthenon-chambers, Regent-st, Gent. Jan 1. Smith, New-sq, Lincoln's-inn.

Deeds registered pursuant to Bankruptcy Act, 1861.

Friday, Oct. 29, 1869.

Abrahams, Lewis, West Strand, Silversmith. Sept 23. Comp. Reg Oct 27.

Croner, Saml, Hackney-rd, Leather Seller. Oct 23. Comp. Reg Oct 28.

Daniel, Geo Mark, Porthcawl, Glamorgan, Ironmonger. Sept 29. Asst. Reg Oct 27.

Dingley, Thos, & Wm Gosling Reader, Birm, Die Sinkers. Sept 28. Asst. Reg Oct 23.

Draper, John, Northampton, Currier. Oct 26. Comp. Reg Oct 26.

Else, Fredk Edwd, Westbourne-grove, Wine Merchant. Oct 14. Comp. Reg Oct 29.

Fenton, Wm, Mark Ward, Benj Sugden, David Butterworth Scholefield, Birstal, & Martin Eastwood, Bradford, York, Worsted Spinners. Sept 14. Asst. Reg Oct 27.

Firth, Joseph, Crosland Moor Bottom, York, Merchant. Sept 27. Asst. Reg Oct 27.

Froud, Benj, Amelia-villas, Nottingham-rd, Wandsworth Common, Builder. Oct 14. Comp. Reg Oct 28.

Gledhill, Wm, Hunslet, Leeds, Grocer. Sept 29. Asst. Reg Oct 27.

Godfrey, Chas Edwin, Upton, Essex, Gent. Oct 4. Comp. Reg Oct 29.

Gomperts, Solomon Barend, Bernard-st, Russell-sq, Diamond Merchant. Oct 6. Comp. Reg Oct 27.

Hammond, John, Sheffield, Coal Dealer. Oct 5. Asst. Reg Oct 26.

Hatton, Peter Valentine, Nottingham, Wine Merchant. Oct 5. Comp Reg Oct 28.

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Hughes, Danl, Joseph Hughes, & Jas Hughes, Churley, Derby, Paper Manufacturers. Sept 14. Asst. Reg Oct 29.
Jeffs, Wm Brookes, Birm, Boot Manufacturer. Oct 21. Asst. Reg Oct 29.
Jones, John David, Denbigh, Grocer. Oct 1. Comp. Reg Oct 27.
Lambert, Edwin, Leeds, Boot Dealer. Oct 19. Comp. Reg Oct 26.
Lord, John Chapman, Sunderland, Durham, Publican. Sept 30. Comp. Reg Oct 27.
Macfarlan, John Grey, Fenchurch-st, Merchant. Oct 20. Comp. Reg Oct 26.
Miles, Wm, Aberdare, Glamorgan, Grocer. Oct 5. Comp. Reg Oct 28.
Nash, Saml, Cardiff, Glamorgan, Merchant, Shipowner. Oct 19. Asst. Reg Oct 28.
Nichols, Saml Augustus, Blackburn, Lancashire, Cotton Manufacturer. Sept 24. Asst. Reg Oct 27.
Pyne, Robt Wm, Exeter, Brush Manufacturer. Oct 18. Comp. Reg Oct 28.
Robinson, Hy Blackpool, Lancashire, General Dealer. Sept 30. Asst. Reg Oct 28.
Sevier, Joseph, Portishead, Somerset, Innkeeper. Oct 4. Asst. Reg Oct 29.
Shaw, Matthew Wm, Barbican, Cheesemonger. Oct 27. Comp. Reg Oct 28.
Simon, Hy Bagram, Johnson's-pl, Harrow-rd, Grocer. Oct 21. Comp. Reg Oct 27.
Simpson, Edwd, Birm, Gilt Jewellery Manufacturer. Oct 18. Comp. Reg Oct 28.
Stocks, Alfd, Halifax, York, Chemist. Sept 29. Asst. Reg Oct 27.
Wadsworth, Walter, Huddersfield, York, Dyer. Sept 28. Asst. Reg Oct 26.
Wainman, Wm, Blackpool, Lancashire, Grocer. Oct 1. Comp. Reg Oct 26.
Wakefield, Hy Matthew, Cheltenham, Gloucester, Cabinet Maker. Sept 30. Comp. Reg Oct 27.
Waters, Joseph, Brick-lane, Spitalfields, Tavern Keeper. Sept 29. Comp. Reg Oct 27.
Wells, Matthew, Manch, Oil Merchant. Sept 2. Comp. Reg Oct 26.
White, Anthony Edmund Dyer, Princes-st, Leicester-sq, Furniture Dealer. Oct 23. Comp. Reg Oct 29.
Wright, Chas, Nottingham, Builder. Sept 29. Asst. Reg Oct 27.

TUESDAY, Nov. 2, 1869.

Anson, Fredk, Accrington, Lancashire, Saddler. Oct 13. Comp. Reg Nov 2.
Baker, John, Worthing, Sussex, Grocer. Oct 13. Comp. Reg Nov 1.
Bamberger, Frns Louis, Aldenham-ter, St Pancras-rd, Coal Merchant. Oct 13. Comp. Reg Nov 1.
Barratt, Joseph, & Wm Hurst, Oldham, Lancashire, Cotton Waste Dealer. Oct 27. Comp. Reg Nov 1.
Best, Richd, Mytholmroyd, York, Draper. Oct 9. Asst. Reg Nov 1.
Burr, Wm, King Edward-st, Leather Merchant. Sept 20. Comp. Reg Oct 30.
Campbell, Fredk Pelew Wilson, Lpool, Licensed Victualler. Oct 4. Comp. Reg Oct 30.
Cheshire, Fredk Wm, Lpool, Merchant. Oct 14. Comp. Reg Nov 1.
Coop, Robt, Oldham, Lancaster, Waste Dealer. Oct 14. Asst. Reg Nov 1.
Cowling, Parkin, Sheffield, Potato Merchant. Oct 11. Asst. Reg Oct 29.
Currie, Matthew, Amber-villas, Twickenham, Draper. Oct 15. Asst. Reg Oct 29.
Deacon, John, Leicester, Manufacturer. Oct 5. Comp. Reg Nov 1.
Denton, Ellen Eliza, Attercliffe, Sheffield, Eating-house Keeper. Sept 30. Asst. Reg Oct 30.
Evans, Wm, Tredegar, Monmouth, Chemist. Oct 2. Asst. Reg Oct 30.
Forster, Hy, Eastcheap, Printer. Oct 11. Comp. Reg Oct 29.
Gorton, Geo, Birm, Fender Manufacturer. Oct 25. Comp. Reg Nov 1.
Grigg, Geo Chas, Chatham, Kent, Baker. Oct 19. Comp. Reg Nov 1.
Hartley, Simeon, Rochdale, Lancashire, Beerseller. Oct 26. Asst. Reg Nov 2.
Harvey, Wm, Manch, Ornamental Printer. Oct 16. Comp. Reg Nov 2.
Heap, John Thos, Manch, Drysalter. Oct 5. Comp. Reg Nov 2.
Jones, Rachael, & Thos Bowen Jones, Llandovery, Carmarthen, Drapers. Sept 23. Asst. Reg Oct 29.
Kay, Thos Young, Lpool, General Agent. Oct 22. Comp. Reg Nov 1.
Lee, Jas, & John Ballantyne, Barnsley, York, Linen Manufacturers. Sept 14. Asst. Reg Oct 29.
Lockhart, John, Wigan, Lancashire, Draper. Oct 15. Asst. Reg Oct 29.
MacDonald, Jas Miller, Newcastle-upon-Tyne, Clothier's Assistant. Oct 29. Comp. Reg Nov 1.
Mawdsley, John, Fir Trees, nr Bacup, Lancashire, Manufacturer. Sept 25. Asst. Reg Oct 30.
McAskie, Joseph, Portsea, Hants. Draper. Oct 14. Asst. Reg Oct 30.
Morgan, Wm Thos, Stockwell-st, Greenwich, Photographic Artist. Oct 28. Comp. Reg Nov 1.
Okey, Thos, Bristol, Accountant. Oct 26. Comp. Reg Oct 30.
Pollard, John, Bradford, York, Boot Maker. Oct 20. Comp. Reg Nov 1.
Rawlinson, Edwd, Eastborough, Scarborough, York, Fish Merchant. Oct 5. Asst. Reg Nov 1.
Reed, Alex, & Benj Jsaup Candler, Lpool, Biscuit Manufacturers. Oct 21. Comp. Reg Nov 2.
Roberts, Thos, Lpool, Watchmaker. Oct 7. Asst. Reg Oct 30.
Rothenheim, Sigmund, Euston-rd, Agent. Oct 21. Comp. Reg Oct 28.
Seabrook, Hy, Peckham-rye, Grocer. Sept 30. Comp. Reg Oct 30.
Shayler, Wm, Stoke-upon-Trent, Stafford, Draper. Oct 4. Asst. Reg Nov 1.
Shepherd, Jas, & Wm Riley, Leeds, York, Builders. Sept 22. Asst. Reg Nov 2.
Smith, Hy, Bristol, Draper. Sept 29. Asst. Reg Oct 30.
Strachan, Archibald, Albany-st, Regent's-park, Butcher. Oct 14. Comp. Reg Oct 30.
Suckling, Joseph, Birm, Paper Dealer. Oct 18. Comp. Reg Oct 29.
Trueman, Mark, Woodley, Cheshire, Shopkeeper. Oct 14. Asst. Reg Nov 1.
Underwood, Alfred, Eccleston-st, Pimlico, Picture Dealer. Sept 23. Comp. Reg Nov 1.
Usherwood, Robt Theodore, Lpool, Draper. Oct 9. Asst. Reg Nov 2.
Vinesberg, Hugo, Stoke Newington-green, Mineral Water Manufacturer. Oct 22. Comp. Reg Oct 30.
Woolman, John, & Alfred Woolman, Leicester, Boot Manufacturers. Oct 6. Asst. Reg Oct 29.

Bankrupts.

FRIDAY, Oct. 29, 1869.

To Surrender in London.

Ashe, Waller, Prisoner for Debt, London. Pet Oct 26 (for pau). Murray. Nov 15 at 11. Watson, Basinghall-st.
Andrews, Chas Matthew, Museum-st, New Oxford-st, Assistant to an Egg Merchant. Pet Oct 27. Murray. Nov 17 at 1. Bartlett, Chandos-st, Strand.
Bacon, Edwd, Thomas-st, Kennington, Egg Merchant. Pet Oct 22. Murray, Nov 10 at 2. Burt, Guildhall-chambers.
Bail, Geo, Gt Dover-st, Borough, Grocer. Pet Oct 27. Murray. Nov 17 at 1. Steadman, London-wall.
Boulton, Thos Alfred, New North-rd, Hoxton, no occupation. Pet Oct 26. Murray. Nov 15 at 2. Lewis & Lewis, Ely-pl, Holborn.
Bridgman, Alfred, Newton-st, Bridport-pl, Hoxton, Box Maker. Pet 26. Murray. Nov 10 at 2. Popham, Vincent-sq, Islington.
Browning, Anthony, Shortlands, Bromley, Kent, Licensed Victualler. Pet Oct 26. Murray. Nov 17 at 12. Purkis & Berry, Lincoln's-inn-fields
Browning, Edwin Peter, Poppings-farm, Kent, Farmer. Pet Oct 26. Murray. Nov 10 at 11. Sole & Co, Aldermanbury.
Bullock, Jas, Richmond, Surrey, Grocer. Pet Oct 25. Murray. Nov 10 at 2. Hooper, Clifford's-inn, Fleet-st.
Carter, Thos, Salisbury-st, New North-rd, Marble Mason. Pet Oct 25. Murray. Nov 15 at 1. Godfrey, Hatton-garden.
Cheshire, Wm, Dunstable, Bedford, Builder. Pet Oct 27. Murray. Nov 15 at 1. Hare, Mitre-ct, Temple.
Corri, Eugene, King's-rd, Chelsea, Vocalist. Pet Oct 27. Murray. Nov 17 at 1. Kynaston & Gasquet, King's Arms-yard, Moorgate-st.
Davies, Thos, Elizabeth-st, Eaton-sq, Greengrocer. Pet Oct 25. Murray. Nov 15 at 1. Godfrey, Hatton-garden.
De Pury, Hy Albert, Old Arches, Joiner-st, Tooley-st, Comm Agent. Pet Oct 26. Murray. Nov 10 at 1. Peverley, Gresham-bldgs, Guildhall.
Dover, John, Oxford, Builder. Pet Oct 23. Murray. Nov 8 at 12 Poole, Bartholomew-close.
Draisey, Maurice, Malinson-rd, Wandsworth-common, Builder. Pet Oct 25. Murray. Nov 15 at 1. Reed & Turner, Gresham-st.
Fuller, Hy, Prisoner for Debt, Winchester. Adj Oct 19. Roche. Nov 15 at 12.
Gilbert, Hy, High-st, Notting-hill, Timber Merchant. Pet Oct 25. Murray. Nov 8 at 11. Shiers, New-inn, Strand.
Gotobed, Wm, Rainham Ferry, Essex, Watchman. Pet Oct 25. Murray. Nov 17 at 11. Layton, jun, Navarino-cottage, Bow-rd.
Grainger, Thos White, Caves-ter, New-rd, Hammersmith, out of business. Pet Oct 25. Murray. Nov 15 at 2. Parkes, Beaufort-bldgs, Strand.
Gurr, Alfred, Prisoner for Debt, London. Pet Oct 26 (for pau). Murray. Nov 15 at 2. Watson, Basinghall-st.
Haward, Saml Robt, Princes-row, Pimlico, Butcher. Pet Oct 25. Murray. Nov 15 at 1. Kent, Cannon-st.
Heath, Wm, Buckhurst-hill, Essex, Builder. Pet Oct 25. Murray. Nov 10 at 2. Noon & Davies, Bloomfield-st, New Broad-st.
Hewson, Arthur Morris, Percy-rd, Shepherd's-bush, Laundryman. Pet Oct 26. Murray. Nov 17 at 11. Cordwell, College-hill, Cannon-st.
Hockley, Geo, Charles-st, Ealing, Baker. Pet Oct 23. Murray. Nov 10 at 1. Keighley, Basinghall-st.
Houghton, Chas Jonathan, Prisoner for Debt, London. Pet Oct 23 (for pau). Murray. Nov 15 at 12. Morris, Grocers' Hall-ct, Poultry.
Kinniment, John, Finsbury-circus, Corn Merchant. Pet Oct 21. Murray. Nov 17 at 12. Smith, Winchester-bldgs, Old Broad-st.
Lacey, Chas Jas, Blomfield-pl, Westbourne-sq, Bedding Manufacturer. Pet Oct 27. Murray. Nov 17 at 2. Greenwood, Gt James-st, Bedford-row.
Metcalfe, Christopher Hy, Prisoner for Debt, London. Pet Oct 25 (for pau). Murray. Nov 17 at 11. Weatherhead, Coleman-st.
Pemberton, John Callin, Gt Western-ter, Bayswater, Attorney's Clerk. Pet Oct 27. Murray. Nov 17 at 1. Lewis, Wellington-st, Strand.
Pettigrew, Mary Frances Anne, Castle-ter, Hounslow, no occupation. Pet Oct 25. Murray. Nov 17 at 11. Roberts, Moorgate-st.
Reeves, Jas Hy, Hurstway-st, Notting-hill, Carpenter. Pet Oct 27. Murray. Nov 17 at 1. Vining & Son, Moorgate-st.
Richardson, Hy, Prisoner for Debt, London. Pet Oct 26 (for pau). Murray. Nov 17 at 12. Laurence, Lincoln's-inn-fields.
Roffey, Manlius Wm, Portland-st, Walworth, Baker. Pet Oct 27. Murray. Nov 17 at 12. Wyatt, Arthur-st West, London-bridge.
Rohrs, Wm (otherwise Lewis), Prisoner for Debt, London. Adj Oct 18. Pepys. Nov 11 at 11.
Ryman, Wm, Steeple Aston, Oxford, General Shop Keeper. Pet Oct 27. Murray. Nov 17 at 1. Cooke, Gresham-bldgs, Guildhall.
Schlitz, Daniel, Oakley-rd, Islington, Comm Agent. Pet Oct 26. Murray. Nov 10 at 2. Murray, Gt St Helens.
Smith, Geo Upson, Southminster, Essex, Harness Maker. Pet Oct 25. Murray. Nov 15 at 1. Marshall, Lincoln's-inn-fields.
Smith, Hy, Prisoner for Debt, London. Pet Oct 26 (for pau). Murray. Nov 15 at 2. Watson, Basinghall-st.
Stansby, Wm, Twickenham, Carpenter. Pet Oct 27. Murray. Nov 17 at 12. Lewis & Co, Old Jewry.
Testa, Paul Pierre Ange Halarion, Prisoner for Debt, London. Pet Oct 23 (for pau). Pepys. Nov 11 at 11. Cooke, Gresham-bldgs, Basinghall-st.
Townsend, Geo Fredk, Prisoner for Debt, London. Adj Oct 18. Pepys. Nov 11 at 11.
Westbrook, Wm, Haine-ter, Kilburn, Grocer. Pet Oct 26. Murray. Nov 17 at 12. Pearce, Giltspur-st.
Wiggs, Chas William, Waltham Abbey, Essex, Builder. Pet Oct 25. Murray. Nov 10 at 2. Thompson & Debenham, Salters-hall, St Swithin's-lane, for Allsup, Waltham Abbey.

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To Surrender in the Country.

Alexander, Lawrance Alex, Birm, Jeweller. Pet Oct 26. Tudor. Birm, Nov 12 at 12. Rowlands, Birm.

Bladder, Wm, Birm, out of business. Pet Oct 25. Guest. Birm, Nov 19 at 10. Robinson, Birm.

Brown, John, Leeds, Carrier. Pet Oct 26. Marshall. Leeds, Nov 11 at 12. Granger & Son, Leeds.

Burchell, Benedict Barnabas, St Helen's, Lancashire, Publican. Pet Oct 25. Lpool, Nov 13 at 12. Haddock, St Helen's.

Burrows, Joseph, Warrington, Lancashire, Blacksmith. Pet Oct 25. Nicholson. Warrington, Nov 18 at 11. Bretherton, Warrington.

Byers, David, Silloth, Cumberland, Boot Maker. Pet Oct 26. Hodgson. Wigton, Nov 9 at 12. Wannop, Carlisle.

Carrick, Jas Anderson, Prisoner for Debt, Lewes. Pet Oct 26 (for pau). Blaker. Lewes, Nov 12 at 12.

Chadwick, Richd, Leeds, Builder. Pet Oct 20. Marshall. Leeds, Nov 11 at 12. Markland & Davy, Leeds.

Champ, Chas, Redlynch, Wilts, Timber Dealer. Pet Oct 26. Wilson. Salisbury, Nov 13 at 12. Hadding, Salisbury.

Cleall, Hugh, Leominster, Hereford, Attorney's Clerk. Pet Oct 25. Robinson. Leominster, Nov 10 at 10. Moore, Leominster.

Clegg, Jas. Hulme, Lancashire, Timber Dealer. Pet Oct 25. Hulton. Salford, Nov 13 at 9.30. Mann, Manch.

Coates, Ann, Hunslet, nr Leeds, Provision Dealer. Pet Oct 20. Marshall. Leeds, Nov 11 at 12. Rooke, Leeds.

Colvile, Hy Algernon, Lpool, Brewer. Pet Oct 27. Lpool, Nov 10 at 11. Tyrer, Lpool.

Dyer, Robt, Prisoner for Debt, Cambridge. Adj Oct 20 (for pau). Palmer. Norwich, Nov 10 at 11.

Dyson, Jas, Burnley, Lancashire, Hosiery Dealer. Pet Oct 26. Fardell. Manch, Nov 17 at 12. Baldwin, Burnley; Sale & Co, Manch.

Evans, Evan, Gaerwen, Merioneth, Farmer. Pet Oct 23. Evans. Corwen, Nov 5 at 12. Adams, Ruthin.

France, Wm, Amberswood-common, Lancashire, Colliery Labourer. Pet Oct 26. Part. Wigan, Nov 18 at 11. Hawett, Wigan.

Francis, Geo, Bristol, Journeyman Brushmaker. Pet Oct 22. Harley. Bristol, Nov 12 at 12. Pigeon.

Gambler, Wm, Snitterby, Lincoln, Butcher. Pet Oct 23. Rhodes. Market Rasen, Nov 10 at 11. Harrison, Lincoln.

Garrould, Wm, Ditchingham, Norfolk, Baker. Pet Oct 25. Fiske. Beccles, Nov 9 at 10. Kent, Beccles.

Gaskell, John, Worsley Mesnes, Pemberton, Lancashire, Engineer. Pet Oct 21. Part. Wigan, Nov 11 at 11. Lees, Wigan.

Gladwin, Hy, Leeds, Mechanic. Pet Oct 26. Marshall. Leeds, Nov 11 at 12. Emsley, Leeds.

Greig, David Graham, Bishopwearmouth, Durham, Tailor. Pet Oct 27. Ellis. Sunderland, Nov 15 at 11. Bentham, Sunderland.

Hamlet, Elijah, Willenhall, Stafford, Padlock Manufacturer. Pet Oct 25. Brown. Wolverhampton, Nov 8 at 12. Brevitt, Darlaston.

Hammond, Joseph, Welbourn, Lincoln, Platelayer. Pet Oct 25. Peake. Sleaford, Nov 8 at 2. Rex, Lincoln.

Harrod, Wm, Sheffield, Pork Butcher. Pet Oct 26. Wake. Sheffield, Nov 11 at 1. Sugg, Sheffield.

Haycraft, Fredk Taylor, Prisoner for Debt, Lancaster. Adj Oct 14. Macrae. Manch, Nov 12 at 11.

Hayden, Joseph, Upper Midford, Somerset, Market Gardener. Pet Oct 21. Smith. Bath, Nov 10 at 11. Wilton, Bath.

Haworth, Geo, Bangor, Carnarvon, Inkeeper. Pet Oct 26. Jones. Bangor, Nov 9 at 11. Foulkes, Bangor.

Heale, Thos, Bedminster, Bristol, Milkman. Pet Oct 26. Harley. Bristol, Nov 12 at 12. Stevens.

Henderson, John, Witton-pk, Durham, Boot Maker. Pet Oct 25. Trotter. Bishop Auckland, Nov 9 at 3. Hutchinson, Bishop Auckland.

Hodge, John Barlow, Ecclesfield, York, Grocer. Pet Oct 11. Leeds, Nov 17 at 12. Mellor, Sheffield.

Hodge, Jas, Burnham, Somerset, Licensed Victualler. Pet Oct 15. Wilde. Bristol, Nov 8 at 11. Press & Inskip, Bristol.

Hodgkinson, Jas, Chesterfield, Derby, Dealer in Toys. Pet Oct 26. Wake. Chesterfield, Nov 9 at 11. Gee, Chesterfield.

Holehouse, Geo, Lpool, Horse Dealer. Pet Oct 25. Hime. Lpool, Nov 11 at 2. Lumb, Lpool.

Holdsworth, Wm, Halifax, York, Overlooker. Pet Oct 25, Rankin. Halifax, Nov 19 at 10. Storey, Halifax.

Hollis, Fredk, Derby, Grocer. Pet Oct 19. Weller. Derby, Nov 10 at 12. Briggs, Derby.

Holmes, John, Prisoner for Debt, Lewes. Pet Oct 26 (for pau). Blaker. Lewes, Nov 12 at 12.

Horsell, Hy, Bath, Somerset, Auctioneer. Pet Oct 27. Smith. Bath, Nov 17 at 11. Simmons & Clark, Bath.

Hurst, Wm, Alford, Lincoln, Boot Maker. Pet Oct 25. Leeds, Nov 10 at 12. Walker, Alford.

Jewitt, Jas, Barton-upon-Irwell, Lancashire, Engineer. Pet Oct 25. Hulton. Salford, Nov 13 at 9.30. Gardner, Manch.

Johnston, Geo, Aikton, Cumberland, Farmer. Pet Oct 26. Hodgson. Wigton, Nov 9 at 12. Wannop, Carlisle.

Jones, Evan Evans, Mochdre, Denbigh, Draper. Pet Oct 25. Hughes. Conway, Nov 11 at 12. Jones, Conway.

Jones, Richd, Carnarvon, Plumber. Pet Oct 26. Lpool, Nov 11 at 12. Evans & Lockett, Lpool.

Kirby, Geo, Sheffield, York, Pianoforte Dealer. Pet Oct 18. Leeds, Nov 17 at 12. Binney & Son, Sheffield.

Knight, Edwd Moon, Nottingham, Comm Agent. Pet Oct 26. Tudor. Birm, Nov 9 at 11. Enfield & Dowson, Nottingham.

Lomas, Joel, Disley, Cheshire, Candlewick Manufacturer. Pet Oct 27. Macrae. Manch, Nov 12 at 11. Johnson, Manch.

Lora, Jas, Saddleworth, York, Cotton Waste Dealer. Pet Oct 23. Roberts. Saddleworth, Nov 10 at 12. Bent, Manch.

Makinson, John, Manch, Merchant. Pet Oct 25. Fardell. Manch, Nov 9 at 11. Richardson, Manch.

Manifold, Mary, Prisoner for Debt, March. Adj Oct 18. Hulton. Salford, Nov 13 at 9.30.

Marsland, Thos, Manch, Coal Merchant. Pet Oct 26. Fardell. Manch, Nov 17 at 11. Wheeler & Cobbett, Manch.

Mason, Lewis, & John Lewis Mason, Lpool, Grocers. Pet Oct 25. Lpool, Nov 9 at 11. Evans & Lockett, Lpool.

Melbourne, Newell Cecil, Lincoln, out of Employment. Pet Oct 23. Uppleby. Lincoln, Nov 9 at 12. Williams, Lincoln.

Moon, Steven, Prisoner for Debt, Lewes. Adj Oct 20. Alleyne. Tonbridge Wells, Nov 15 at 3. Cripps, Tonbridge Wells.

Musk, John, Stanningfield, Suffolk, Shoemaker. Pet Oct 27. Collins. Bury St Edmunds, Nov 11 at 10. Walpole, Beyton.

Normanton, John, Prisoner for Debt, York. Adj Oct 16. Leeds, Nov 8 at 11.

Pepper, Nelthorpe, Sheffield, Journeyman Carpenter. Pet Oct 26. Fox. Thorne, Nov 17 at 1. Woodhead, Doncaster.

Pitkin, Joseph, Hawridge, Buckingham. Pet Oct 19 (for pau). Francis. Chesham, Nov 8 at 10. Cheese, Amersham.

Pope, Chas, Prisoner for Debt, Monmouth. Adj July 13. Roberts. Newport, Nov 9 at 1. Graham, Newport.

Rearey, Thos, Cookley, Worcester, Licensed Victualler. Pet Oct 26. Tudor. Birm, Nov 12 at 12. Saunder, jun, Kidderminster; James & Griffin, Birm.

Richards, David, Treherbert, Glamorgan, Butcher. Pet Oct 25. Spickett. Pontypridd, Nov 10 at 12. Rosser, Aberdare.

Roberts, Owen, Talsarnau, Merioneth, Joiner. Pet Oct 25. Lpool, Nov 11 at 11. Evans & Lockett, for Owen, Pwllheli.

Rogers, Catherine, Lpool, Grocer. Pet Oct 21. Hime. Lpool, Nov 10 at 3. Hindle, Lpool.

Rutty, John, Prisoner for Debt, Lewes. Pet Oct 26 (for pau). Blaker. Lewes, Nov 12 at 12.

Seery, John, Ainderby Steeple, York, Builder. Pet Oct 22. Jefferson. Northallerton, Nov 8 at 11. Wenstall, Northallerton.

Semley, Geo, Prisoner for Debt, Cardigan. Adj Sept 15. Jenkins. Aberystwith, Nov 11 at 10. Atwood.

Shennard, Chas King, Hannington, Wilts, Blacksmith. Pet Oct 26. Townsend. Swindon, Nov 13 at 11.

Shields, Matthew Linsley, Middlesborough, York, Grocer. Pet Oct 25. Leeds, Nov 8 at 11. Brewster & Stubbs, Middlesborough; Simpson, Leeds.

Silani, Fredk, Prisoner for Debt, Lewes. Pet Oct 26 (for pau). Blaker. Lewes, Nov 12 at 12.

Thorne, Wm Hy Romaine, Prisoner for Debt, Bristol. Adj Oct 16. Harley. Bristol, Nov 12 at 12.

Tory, Chas, Pinchbeck, Lincoln, Miller. Pet Oct 26. Tudor. Birm, Nov 9 at 11. Maples, Nottingham.

Ward, Wm. Stockton-on-Tees, Builder. Pet Oct 26. Crosby. Stockton-on-Tees, Nov 11 at 11.15. Bainbridge, Middlesborough.

Wheeler, Abel, Ponthier, Monmouth, Farm Labourer. Pet Oct 25. Roberts. Newport, Nov 9 at 1. Bradgate, Newport.

Williams, Richd Geo, Rochester, Kent, Boot Maker. Pet Oct 25. Acworth. Rochester, Nov 9 at 2. Hayward, Rochester.

Williams, Edwd Stephen, Sunderland, Durham, Journeyman Saddler. Pet Oct 27. Gibson. Newcastle-upon-Tyne, Nov 15 at 12. Graham & Graham, Sunderland.

Wilson, John Richd, Bridgwater, Somerset, Plumber. Pet Oct 26. Lovibond, Bridgwater, Nov 10 at 10. Reed & Cook, Bridgwater.

Wingrove, John, Peterborough, Northampton, Publican. Pet Oct 23. Guches. Peterborough, Nov 13 at 11. Law, Stamford.

Withers, Thos, Harby, Nottingham, Miller. Pet Oct 25. Newton. Newark, Nov 10 at 12. Smith, Newark.

Woodford, John, Newport, Isle of Wight, Writing Clerk. Pet Oct 21. Blake. Newport, Nov 13 at 11. Beckingsale, Newport.

TUESDAY, Nov. 2, 1869.

To Surrender in London.

Andrews, Alfred, Prisoner for Debt, London. Pet Oct 28 (for pau). Murray. Nov 22 at 12. Laurence, Lincoln's-inn-fields.

Baker, Joseph, Gloster-row, Walworth-rd, Pork Butcher. Pet Oct 28. Murray. Nov 22 at 11. Templeman, Aldermanbury.

Barnes, Chas, Lime-st, Camden-rd, Carman. Pet Oct 30. Murray. Nov 24 at 12. Miller & Stubbs, Eastcheap.

Beaven, Wm Hy, Glaskin-st, Hackney, Clerk. Pet Oct 30. Murray. Nov 24 at 11. Parker, Coleman-st.

Bennett, John, Gresham-bldgs, Basinghall-st, Architect. Pet Oct 29. Murray. Nov 22 at 1. Moss, Gracechurch-st.

Blackburn, Geo, Wood-st, Cheapside, Preparer of Whalebone. Pet Oct 27. Murray. Nov 22 at 11. Lowther & Mullens, Fenchurch-st.

Blumenthal, Wm, St George's-rd, Southwark, Tailor. Pet Oct 30. Murray. Nov 24 at 11. Croft, Mark-lane.

Brockwell, Walter, Maltby-st, Bermondsey, Bricklayer. Pet Oct 29. Murray. Nov 22 at 1. Saffery & Huntley, Tooley-st.

Bundy, Thos, Hackney-rd, Ironmonger. Pet Oct 18. Murray. Nov 17 at 11. Shapland, Fenchurch-st.

Christie, Charles John, Melbourne House, Acton-green, Gent. Pet Oct 29. Murray. Nov 22 at 2. Lindsell & Kelly, Lincoln's-inn-fields.

Diggens, Geo, City Arms-bldgs, Metropolitan Cattle Market, Butcher. Pet Oct 29. Murray. Nov 24 at 2. Webster, Ely-pl, Holborn.

Dumayne, John, Prisoner for Debt, London. Pet Oct 23 (for pau). Brougham. Nov 17 at 11. Lawrence, Lincoln's-inn-fields.

Edwards, Thos, Woodstock, Oxford, Glover. Pet Oct 28. Murray. Nov 22 at 11. Cooke, Gresham-bldgs, Guildhall.

Gadd, Thos Sear, Cross-st, Well-st, Hackney, out of business. Pet Oct 29. Murray. Nov 24 at 12. Scott, Basinghall-st.

Gardiner, Wm, Queen's-ter, Manchester-rd, Cubitt's Town, out of business. Pet Oct 29. Murray. Nov 22 at 2. Pittman, Stamford-st, Blackfriars.

Goodwyn, Edmd Holliar, Enfield Highway, Corn Dealer. Pet Oct 30. Murray. Nov 24 at 12. Peverley, Gresham-bldgs, Guildhall.

Hastings, Geo, Cheesemonger, Prisoner for Debt, London. Pet Oct 28 (for pau). Murray. Nov 22 at 12. Laurence, Lincoln's-inn-fields.

Ingall, Hy, Courthill-pl, Lewisham, Kent, Clerk. Pet Oct 27. Nov 17 at 11. Dubois, Church-passage, Gresham-st.

Konwenhoven, Cornelius Hendrick, Prisoner for Debt, London. Pet Oct 27 (for pau). Murray. Nov 22 at 11. Watson, Basinghall-st.

Kraus, Maria Catherina, Lime-st, Licensed Victualler. Pet Oct 29. Murray. Nov 15 at 1. Jennings, Lime-st.

Lewis, Richd Cope, The Pavement, Clapham-common, out of business. Pet Oct 29. Pepys. Nov 18 at 11. Haynes, Duke-st, Manchester-sq.

Liddall, Hy Stephenson, Huddersfield, York, Railway Clerk. Pet Oct 30. Murray. Nov 24 at 11. Linklaters & Co., Walbrook.

Lucas, Chas. Amberley-rd, Paddington, Cab Driver. Pet Oct 27. Murray. Nov 22 at 11. Wright, Gt Portland-st.

Mitchell, Wm Smith, Cornhill, Jeweller. Pet Oct 26. Murray. Nov 17 at 2. Harcourt & Macarthur, Moorgate-st.

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Myers, Moss, British-st, Bow-rd, Traveller. Pet Oct 29. Murray. Nov 22 at 1. Solomon, Finsbury-pl.
Nicholl, Robt, James-st, Weaver-st, Bethnal Green, Blacksmith. Pet Oct 28. Murray. Nov 22 at 12. Lydall, Southampton-bldgs.
Parker, Rowland Thompson, Avenue-rd, Dalston, Comm Agent. Pet Oct 30. Murray. Nov 24 at 12. Deere & Bourne, King's Arms-yd.
Pledger, John Chapman, Prisoner for Debt, London. Pet Oct 28 (for pau). Murray. Nov 22 at 12. Lawrence, Lincoln's-inn-fields.
Reed, Geo, Counter-st, Borough Market, Dealer in Fruit. Pet Oct 24. Murray. Nov 22 at 12. Barton & Drew, Fore-st.
Richards, John Chas, Cambridge-rd, Mile End, Cheesemonger. Pet Oct 28. Murray. Nov 22 at 11. Harrison, Basinghall-st.
Richardson, John Allpriss, Maryland-rd, Paddington, Accountant. Pet Oct 30. Nov 17 at 12. Fisher, Camberwell New-rd.
Riley, Wm, Prisoner for Debt, Surrey. Pet Oct 27. Pepys. Nov 18 at 11. Futroyd, John-st, Bedford-row.
Robson, John Thos, Sabbaxes-ter, Wick-rd, South Hackney, Wholesale Clothier. Pet Oct 29. Murray. Nov 22 at 1. Cooke, Gresham-bldgs, Guildhall.
Scott, John, jun, Upper Holloway, Ironmonger. Pet Oct 23. Murray. Nov 17 at 1. Wetherfield, Gresham-bldgs, Guildhall.
Seward, John, Bethnal-green-rd, Grocer. Pet Oct 16. Murray. Nov 22 at 1. Carter & Bell, Leadenhall-st.
Sloman, Elias, Ebenezer-pl, West India rd, Limehouse, Manager to a Clothier. Pet Oct 29. Murray. Nov 22 at 12. Abbott, Worship-st.
Smither, Fras Dearsley, Gunnersbury-pl, Brentford-rd, Paper Hanger. Pet Oct 29. Pepys. Nov 18 at 11. Peddell, Guildhall-chambers, Basinghall-st.
Stamp, Robt, Winchester, Hants, Builder. Pet Oct 29. Murray. Nov 22 at 2. Jones, New-inn, Strand
Tuff, Hy, Farnborough, Hants, Contractor. Pet Oct 30. Murray. Nov 24 at 11. Eve, Aldershot.
Ubsdell, Wm, Priory-st, Camden-town, Cab Driver. Pet Oct 29. Murray. Nov 22 at 1. Bartlett, Chandos-st, West Strand.
Watson, Wm Alex, New-rd, Penge, no business. Pet Oct 30. Murray. Nov 24 at 11. Greenwood, Gt James-st, Bedford-row.
White, Fredk, Upper Thames-st, Bottle Merchant. Pet Oct 29. Murray. Nov. 17 at 2. Learoyd & Co, Broad-st-bldgs.

To Surrender in the Country.

Adams, Fanny, Oxford, Market Gardener. Pet Oct 21. Dudley. Oxford, Nov 13 at 10. Thompson, Oxford.
Bagshaw, Evan Griffith, Prisoner for Debt, Ruthin. Pet Sept 14. Williamson. Holywell, Nov 13 at 11. Davies, Holywell.
Berlin, Edwd, Wavertree, nr Lpool, Book-keeper. Pet Oct 28. Hime. Lpool, Nov 15 at 2. Ritson, Lpool.
Bowell, Thos, Carlisle, Bootmaker. Pet Oct 28. Halton. Carlisle, Nov 16 at 11. Wannop, Carlisle.
Brand, Thos, Stockton-on-Tees, Durham, Journeyman Bricklayer. Pet Oct 29. Crosby. Stockton-on-Tees, Nov 17 at 12.30. Dobson, Middlesborough.
Buckham, Wm, Newcastle-upon-Tyne, Sailmaker. Pet Oct 27. Clayton. Newcastle, Nov 13 at 10. Forster, Newcastle-upon-Tyne.
Cleland, Wm, Prisoner for Debt, Lewes. Pet Oct 26 (for pau). Blaker. Lewes, Nov 12 at 12.
Conway, Wm, Manch, Accountant. Pet Oct 21. Fardell. Manch, Nov 15 at 11. Sampson, Manch.
Crabtree, David, Heywood, Lancashire, Cotton Waste Dealer. Pet Oct 28. Grundy. Bury, Nov 13 at 9. Anderton, Bury.
Crampen, Wm, St John's Common, Sussex, Carpenter. Pet Oct 26. Waugh. Cuckfield, Nov 17 at 11. Lamb, Brighton.
Demaine, Wm, Hunslet, Leeds, Cowkeeper. Pet Oct 29. Marshall. Leeds, Nov 15 at 12. Ferns, Leeds.
Deaner, Jas, Tiverton, Devonshire, out of business. Pet Oct 30. Daw. Tiverton, Nov 13 at 11. Clarke & Payne, Tiverton.
Duckett, Joseph Wm, Glastonbury, Somersetshire, out of business. Pet Oct 20. Lovell. Wells, Nov 15 at 12. Hobbs, Wells.
Dyson, Jas, John Dyson, Wm Dyson, Mordecai Dyson, Chas Dyson, & Geo Dyson, Delph, Yorkshire, Woollen Dyers. Pet Oct 22. Fardell. Manch, Nov 15 at 11. Cobbett & Co, Manch; Learoyd & Learoyd, Huddersfield.
Edwards, John, Salford, Lancashire. Pet Oct 29. Hulton. Salford, Nov 13 at 9.30. Wheeler, Manch.
Egglesden, Edwd, Hove, Sussex, Licensed Victualler. Pet Oct 28. Eversheld. Brighton, Nov 16 at 11. Mills, Brighton.
Farrow, Thos, Whaplode Drove, Lincolnshire, Farmer. Pet Oct 27. Caparn. Holbeach, Nov 13 at 10. Sturton, Holbeach.
Fawcett, John, Barnard Castle, Durham, Dealer in Sheep. Pet Oct 29. Gibson. Newcastle-upon-Tyne, Nov 17 at 12. Brignall, jun, Durham.
Forman, Jas, Toll End, Staffordshire, Grocer. Pet Oct 23. Walker. Dudley, Nov 11 at 12. Warmington, Dudley.
Frost, Thos, Wadsley Bridge, Yorkshire, Iron Manufacturer. Pet Oct 29. Leeds, Nov 17 at 12. Smith & Hinde, Sheffield.
Gaythorpe, Wm, Manch, Tailor. Pet Oct 29. Kay. Manch, Nov 15 at 9.30. Gardner, Manch.
Gidlow, Mary, Lpool, Butcher. Pet Oct 28. Hime. Lpool, Nov 15 at 2.30. Ritson, Lpool.
Goodman, Saul, Leeds, Bookkeeper. Pet Oct 28. Leeds, Nov 15 at 11. Ferns, Leeds.
Gregory, Geo, Stourbridge, Worcestershire, Newspaper Seller. Pet Oct 29. Harward. Stourbridge, Nov 15 at 10. Wall, Stourbridge.
Grimshaw, Joseph, Horsforth, York, Cloth Manufacturer. Pet Oct 28. Leeds, Nov 15 at 11. Payne & Co, Leeds.
Hailstone, Jas, Bristol, Farmer. Pet Oct 28. Harley. Bristol, Nov 19 at 12. Beckingham.
Hale, Wm, Walsall, Stafford, Chain Manufacturer. Pet Oct 23. Walsall Nov 26 at 12. Glover, Walsall.
Harwood, Hy, Worcester, out of business. Pet Oct 27. Wilkins. Chipping Norton, Nov 17 at 11. Kilby, Chipping Norton.
Hatton, Geo, Blackpool, Lancashire, Hair Dresser. Pet Oct 27. Patteson. Poulton-le-fylde, Nov 13 at 2. Plant & Abbott, Preston.
Hawker, Wm, Lpool, Boot Dealer. Pet Oct 29. Lpool, Nov 15 at 11. Ritson, Lpool.
Henderson, Wm, Newcastle-upon-Tyne, Journeyman Cabinet Maker. Pet Oct 27. Clayton. Newcastle, Nov 13 at 10. Hoyle & Co, Newcastle-upon-Tyne.
Hitchings, John, St Issells, Pembrokeshire, no profession. Pet Oct 30. Owen. Narberth, Nov 15 at 10. Griffiths, Narberth.
Houghton, John, Hanley, Staffordshire, Licensed Beerseller. Pet Oct 28. Challinor. Hanley, Nov 13 at 11. Welsh, Hanley.
Jagger, Squire, Stainland, Halifax, Yorkshire, Mason. Pet Oct 28. Rankin. Halifax, Nov 19 at 10. Jubb, Halifax.
James, Chas, Gloucester, Grocer. Pet Oct 27. Wilton. Gloucester, Nov 13 at 12. Cooke, Gloucester.
Lilly, Wm Briscoe, Haudsworth, Stafford, Jeweller's Stone Setter. Pet Oct 29. Guest. Birm, Nov 19 at 10. Harrison, Birm.
Marles, Hy, Burley, nr Leeds, Schoolmaster. Pet Oct 29. Marshall. Leeds, Nov 15 at 12. Harle, Leeds.
Matthews, Nathan, Coventry, out of business. Pet Oct 27. Kirby. Coventry, Nov 19 at 3. Parry, Birm.
Matthews, Edwd, Merthyr Tydfil, Glamorgan, Weaver. Pet Oct 28. Russell. Merthyr Tydfil, Nov 18 at 11. Plews, Merthyr Tydfil.
Maude, Wm, Halifax, York, Draper. Pet Oct 28. Rankin. Halifax, Nov 19 at 10. Thomas, Halifax.
Millership, Thos, West Bromwich, Stafford, Coal Master. Pet Oct 29. Tudor. Birm, Nov 12 at 12. James & Griffin, Birm.
Morris, Noah, Mold, Flint, Labourer. Pet Oct 25. Eyton. Flint, Nov 15 at 12. Davies, Holywell.
Moulton, Wm, Redcar, York, Ale Bottler. Pet Oct 24. Crosby. Stockton-on-Tees, Nov 17 at 11. Fawcett, Stockton-on-Tees.
Palmer, Chas, Barnsley, York, Cab Driver. Pet Oct 29. Bury. Barnsley, Nov 16 at 11. Frudd, Barnsley.
Paris, Eugenia Louisa, Southport, Lancashire, Lodging-house Keeper. Pet Oct 28. Lpool, Nov 15 at 11. Avison & Co, Lpool.
Pullin, Edwin, Cradley, Hereford, Labourer. Pet Oct 29. Beale. Gt Malvern, Nov 15 at 12. Badham, Bromyard.
Rhodes, Wm, Leeds, York, out of business. Pet Oct 27. Leeds, Nov 15 at 11. Spirett, Leeds.
Richardson, Wm Hy, Dewsbury, York, Market Gardener. Pet Oct 30. Nelson. Dewsbury, Nov 18 at 3. Scholes & Breary, Dewsbury.
Scottow, Wm Wright, Norwich, out of business. Pet Oct 29. Palmer. Norwich, Nov 15 at 11. Sadd, Norwich.
Sidwell, Ann, & Eliza Sidwell, Bristol, Stationers. Pet Oct 29. Harley. Bristol, Nov 19 at 12. Beckingham & Elletson.
Simmons, Edwd, Seaford, Sussex, Cowkeeper. Pet Oct 28. Blaker. Lewes, Nov 19 at 12. Hillman, Lewes.
Smith, Fredk Thos, Hereford, Herbalist. Pet Oct 29. Hill. Birm, Nov 17 at 12. Parry, Birm.
Smith, Geo, Wolverhampton, Stafford, Fishmonger. Pet Oct 28. Brown. Wolverhampton, Nov 15 at 12. Turner, Wolverhampton.
Stevenson, Hy Durham, Newcastle-upon-Tyne, Timber Dealer. Pet Oct 30. Clayton. Newcastle, Nov 13 at 10. Bousfield, Newcastle-upon-Tyne.
Tart, Thos, Walton, Stafford, out of business. Pet Oct 29. Middleton, Stone, Nov 16 at 10. Robinson & Dempster, Eccleshall.
Taylor, Nathaniel, Wednesbury, Stafford, Coachsmith. Pet Oct 28. Hill. Birm, Nov 17 at 12. James & Griffin, Birm.
Thompson, Hy, Leeds, Fishmonger. Pet Oct 28. Marshall. Leeds, Nov 15 at 12. Butler & Smith, Leeds.
Urch, John, Cheltenham, Gloucester, Upholsterer. Pet Oct 25. Wilde. Bristol, Nov 15 at 11. Stroud, Gloucester; Abbot & Leonard, Bristol.
Upton, John, Atherstone, Warwick, Wheelwright. Pet Oct 29. Tudor. Birm, Nov 12 at 12. Reece & Harris, Birm.
Wadsworth, Walter, Sheffield, Builders. Pet Oct 26. Wake. Sheffield, Nov 18 at 1. Micklethwaite, Sheffield.
Walpole, Thos, Birm, Tailor. Pet Oct 28. Guest. Birm, Nov 19 at 10. Parry, Birm.
Wright, John, Leeds, Milliner. Pet Oct 27. Leeds, Nov 15 at 11. Richardson & Turner, Leeds.
Wyne, Thos, Gorton-brook, nr Manch, Plumber. Pet Oct 30. Kay. Manch, Nov 15 at 9.30. Leigh, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 29, 1869.

Edwards, David Richd Perkins, Burnham, Somerset, Surgeon. Oct 15.
Laycock, Saml, Wakefield, York, Hosier. Oct 26.

TUESDAY, Nov. 2, 1869.

Holehouse, Geo, Lpool. Oct 25.

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The Solicitors' Journal.

LONDON, NOVEMBER 13, 1869.

THE HABITUAL CRIMINALS ACT of last session (32 & 33 Vict. c. 99) seems likely to give rise to several questions of construction which might have been avoided by a more careful wording of the statute.

One of the most important provisions of the Act is that when any person is convicted on indictment of any of certain specified offences, "and he be proved to have been previously convicted of" any of certain offences there specified, he shall be subject to police supervision, after the termination of his period of imprisonment. Nothing is said as to the mode of proof in these cases, as to whether such proof is necessarily at the second trial, or whether it may be afterwards, or whether or not the previous conviction must be on an indictment. It seems likely that it will be held that the former practice (for the proof of a former conviction as an aggravation of a prisoner's criminality has been rendered admissible evidence by several statutes) would be followed under this statute. The words of the older statutes where the proof of a former offence is provided for are, however, quite different from those of the Habitual Criminals Act, and although the practice already existing may be followed, it is not likely that it will be acquiesced in without judicial decision on these questions. About one point, however, there was a doubt under the old statutes, and this doubt has been allowed to remain in the new one. In *Reg* v. *Summers* (17 W. R. 384) the question was raised as to the effect of proving by oral evidence a prior conviction, which was not alleged in the indictment, and when no record or certificate of the conviction was produced. The judgment of the Court of Criminal Appeal did not deal with this question in detail, and there is therefore some doubt as to the law upon the point.

When the bill for the punishment of habitual criminals was introduced into Parliament, it contained a clause (section 19) that a previous conviction might be proved, although not charged in the indictment, and without production of the record of such previous conviction. We noticed (13 Sol. Jour. 37), in commenting upon the rule, that this clause was of considerable technical importance, and we especially referred to the case of *Reg.* v. *Summers*. The clause was, however, struck out, and no similar provision has been substituted for it. It might have been thought that a point like this, which arose shortly before the passing of the Act, and to which public attention had been directed, would have been provided for: such, however, is not the case.

The practical importance of this question is shown by the fact that it has, already arisen under the Habitual Criminals Act before the recorder at Bolton, in a case which was very like *Reg.* v. *Summers*. There was no charge in the indictment of a prior conviction, which was, however, proved by *viva voce* evidence. The question may arise whether the prisoner (who was convicted) will be subject to police supervision on the expiration of his sentence. No opinion was judicially expressed at the time on the point, as the police supervision is no part of the sentence to be pronounced by the Court.

Besides these questions doubt has also been felt as to the effect of the provisions of section 11, by which, on proof of a previous conviction, the burden of proof on an indictment for receiving stolen goods is thrown on the accused.

In due time, no doubt, this Act will receive a judicial construction, and the law will be ascertained. It is, however, much to be regretted that so important a criminal statute as the Habitual Criminals Act of last session should be so carelessly drawn as to show upon its face so many and such serious doubts.

HOW IS THE ATTENDANCE OF WITNESSES in the Courts of Bankruptcy to be enforced after the 1st of January next? This is one of the most important, and by no means the least difficult, of the questions which must arise under the new Act.

The Acts at present in force contain several sections dealing with the subject. Section 100 of the Bankrupt Law Consolidation Act, 1849, empowers the Court *before adjudication* to summon before it any person whom it shall believe capable of giving any information concerning the trading of or any act of bankruptcy committed by the supposed bankrupt, and to require such person to produce documents for the same purpose. Section 120 of the same Act empowers the Court *after adjudication* to summon any person known or suspected to have any of the bankrupt's estate in his possession, or who is supposed to be indebted to the bankrupt, or whom it may believe capable of giving any information concerning the person, trading, dealings, or estate of the bankrupt, or concerning any act of bankruptcy committed by him, or any information material to the full disclosure of his dealings; and to require the production of documents by such person. Section 215 of the Bankruptcy Act, 1861, gives to the Court of Bankruptcy the same power which was conferred upon the Superior Courts of Law by the 17 & 18 Vict. c. 34, that is, the power of issuing writs of subpœna which shall run to any part of the United Kingdom. There are other provisions relating to the same subject, but these are the most material.

All these sections, together with the rest of the existing bankruptcy law, will cease to be in force on the 1st January next. And the new Act contains only one section giving any express power to summon witnesses. Section 96 empowers the Court, *on the application of the trustee, and after adjudication*, to summon before it the bankrupt or his wife, or any person known or suspected to have in his possession any of the estate or effects of the bankrupt, or supposed to be indebted to the bankrupt, or whom the Court may deem capable of giving information respecting the bankrupt, his trade, dealing, or property; and to compel such person to produce documents. And if the person summoned fails to obey the summons, he may be brought up for examination by warrant. This section, it it clear, is quite inadequate if taken by itself. It makes no provision, for instance, for summoning a witness to prove the trading on the act of bankruptcy in order to obtain adjudication, and even after adjudication no power of calling witnesses is given by it to any one except the trustee. It is necessary to look, therefore, whether there are any general provisions in the Act wide enough to cover the deficiency.

It may be suggested in the first place that when the Legislature creates a jurisdiction it impliedly gives the power to summon such witnesses as may be necessary for its exercise, upon the principle *cuicunque aliquis quid concedit, concedere videtur et id sine quo res ipsa esse non potest*. And such an application of the maxim has in fact been suggested in somewhat analogous cases. But this seems to us a contention which it would be very difficult to sustain in any case, and especially in the case of the Court of Bankruptcy, where the functions are so very unlike those of ordinary courts. It is much against this view that in every court of statutory jurisdiction, from the Judicial Committee of the Privy Council to the county court, special enactments for the summoning of

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witnesses have been made. Nor does it seem to us that the fact of a court being of record alters the case. That gives the Court a power of compelling obedience to its orders, but does not necessarily determine what orders it may make.

Secondly, it may be said that the Act does not create new courts, but only gives new jurisdiction to old ones already possessing the requisite powers. This is probably so. Section 65 does say that the London Court shall continue to be a court of record. But then in giving new jurisdiction the Legislature has at the same moment taken away all its old powers. The county courts, however, will continue to have their old jurisdiction as well as their new. And it may very probably be held that such powers as those of summoning witnesses and the like are to be treated as belonging to the courts generally and as exercisable in respect of any branch of its jurisdiction. If so section 85 of the County Courts Act, 1846, will apply, by which either party to a suit or proceeding may obtain at the office of the clerk of the court summonses to witnesses. And the difficulty will then be merely to say who are the parties to a bankruptcy.

Lastly, section 65 says that the Chief Judge in Bankruptcy "shall have all the powers, jurisdiction, and privileges" of any judge of a superior court of law, or of the Court of Chancery. And section 66 says that every judge of a local court shall have, in addition to his ordinary powers as a county court judge, "all the powers and jurisdiction" of a judge of the Court of Chancery. Are these words wide enough to give a power of summoning witnesses? They will probably be held so; but the language is singularly inappropriate. It is almost absurd to speak of the issue of a writ of summons, or an ordinary writ of subpœna, or any other common form writ, which is obtainable as of right, and over the issue of which no judge has the slightest control, nor any power to grant or refuse it, as a "power, jurisdiction, or privilege" of the judge. However, the words will probably be construed loosely, in order to avoid an extreme inconvenience, and cure the palpable blunder which has been committed in not re-enacting the old sections. Except in this way we see no mode in which the London Court can obtain power to summon witnesses; nor any in which the local courts can do so except in this way or the other which we have suggested.

One thing is clear, that the local courts will no longer have any power to issue subpœnas out of the jurisdiction (that is, by section 80, England), though the London Court will; for the issue of such subpœnas, though a power of a common law judge, is not within the power of a judge of the Court of Chancery.

THE OFFICE OF CORONER is an open one, although in practice it is almost invariably, if not exclusively, filled by solicitors, with a sprinkling of medical men. Our medical contemporaries entertain the idea that the coroner ought always to be a man of medicine. We ourselves hold the view that, *cæteris paribus*, the man of law has had the best training for such an office. Even assuming that all the evidence on inquiries into the cause of death is medical evidence, which is not the case, the superintendence of such an inquiry will be best conducted by a man habituated to court business and judicial investigation, and familiar with those rules of evidence which the experience of the past has stored up for the guidance of the future. The reason of this position it would be hard to gainsay, and indeed its opponents do not attempt to gainsay it, but rather direct their efforts to picking out from time individual instances of miscarriage on the part of the obnoxious lawyer coroners. Now, to take refuge in single instances is an admission of weakness.

A recent number of the *Lancet* supplies an instance of this species of *argumentum ad hominem*:—

"CROWNER'S QUEST LAW.—The week last past has been productive of two unusually remarkable examples of the wisdom and urbanity that characterise the legal coroner; and the circumstances which induced two of these luminaries so to distinguish themselves are worthy of being placed on record"

—— and so forth.

Then follows the first instance:—It appears that one of the Nottinghamshire county coroners "had the assurance" to caution a medical man who, in his opinion, had acted indiscreetly in the matter of granting a certificate of the cause of death. Thereupon the *Lancet*:—

"In considering the force and meaning of these words, it is necessary to remind our readers that a local attorney cannot be invested with judicial wisdon by the votes of freeholders. For such a one to presume to instruct a medical man about his own business would be ludicrous, if it were not so sad."

In the second instance a coroner is taken to task because "the jury were allowed by the coroner to attach to their verdict" what is considered by our contemporary to be an unjust censure on another medical man. In neither case, so far as we can learn from our contemporary's recapitulation, does he establish anything against the coroner. That, however, is beside the question. What we wish to point out is, that this style of argument argues in itself a lack of confidence in the *ratio* of our contemporary's case. When certain reasons are advanced against it, it is no answer to say—"Oh, but here, and here, are instances in which legal coroners have done" bad, harsh, or silly things—as the case may be. We should be sorry to say that lawyer coroners never do wrong, but to reply to arguments for their general superiority over medical coroners by hunting up instances in which they may have done wrong, is no more an answer to those arguments than a recapitulation of instances in which gentlemen have broken the bank at Baden Baden is a reply to the assertion that punting is not a profitable occupation. If we had been driven in upon such a line of defence, how easy it would have been for us to make capital of the inquest held by a medical coroner at Abergele; we prefer, however, to go to the root of the matter.

The next number of the *Lancet* contains a paragraph in which a "Mr. Coroner Craddock" is censured for announcing, after holding an inquest which proved to have been unnecessary, to the effect that he left the advisability of holding an inquest entirely to the police. Now Mr. Craddock, if we mistake not, is a medical coroner, but our contemporary writes respecting him in quite a different tone to that of the two censures first quoted, besides omitting to draw from his instance the corresponding counter-inference against medical coroners.

There are strong men and weak men in every profession. We do not assert that for every vacant coronership the lawyer candidate is *always* the right man. We always wish that the best man may be elected. If the doctor were evidently a better man than the lawyer, we should give our vote for him, and as the office is an open one, if a miller or a surveyor were also a candidate and appeared better still, we should vote for *him* in preference to either. What we do say is that the lawyer is, *cæteris paribus*, far better qualified for the office than the doctor, and we have often given our reasons. In the meantime we may be permitted to express the hope that next session will witness the re-introduction of Mr. Goldney's County Coroners Election Bill, for if there is one inconvenient thing under the sun, it is the present mode of electing county coroners.

SOME MONTHS AGO we noticed that a genteel convict Sir G. Culling Eardley, who had been sentenced to a term of imprisonment for bigamy, had received a free pardon because the confinement did not agree with his health, and might probably kill him. We could not help noticing that the health of less genteel convicts does not receive a similar consideration at the hands of the Home Secretary. And it is usually a received opinion that if a man commits a crime he must take the

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consequences. Sir G. Culling Eardley was then liberated on condition of his leaving England, and not returning until his term had expired. He was lately brought before a magistrate, and charged with obtaining £5 by a fraudulent cheque. When brought up on remand, the prosecutor "declined to proceed," and the prisoner was consequently discharged. If we had a different law as to public prosecutions, this miscarriage of justice would have been avoided. We do not, however, feel clear, from the newspaper report of the case, that the magistrate ought not to have committed the prisoner and bound over the prosecutor to prosecute on a *primâ facie* case. However that may be, this is an instance in which twice running the genteel prisoner has obtained a peculiar and specially genteel description of justice.

WE HAVE RECEIVED by the courtesy of the Lord Chancellor a draft copy of the forthcoming *Regulæ Generales* under the new Bankruptcy Act. The draft, however, being merely forwarded to us as an invitation to make suggestions for emendation, we do not feel at liberty to make either extracts or comments.

THE ADMINISTRATION OF JUSTICE IN OUR INDIAN EMPIRE.

The current number of the *Edinburgh Review* contains an article upon "Indian Judges, British and Native," in which some, though not all, the defects of the present system of administering justice in British India are pointed out. These defects are so glaring and call so imperatively for a remedy, that, did we not know how little interest is felt in Indian affairs in England, we should be surprised at the present *regime* having lasted so long. What that *regime* is not one person in ten thousand in England knows. There are, then, in India three classes of civil judges—(1) native judges; (2) zillah judges, who are always covenanted servants of the Crown, and therefore generally Englishmen; (3) the judges of the High Court, who are appointed by the Crown chiefly from the most distinguished of the lawyers practising in India. All civil suits, with but few exceptions, come before the native judges in the first instance. There are a few suits which the zillah judge can alone try, but he has power to try all suits brought in his zillah, or district, if he thinks fit. The chief functions of a zillah judge are to hear appeals, on matters of fact as well as points of law, from the native judges subordinate to him, and his decisions may be appealed against to the High Court on points of law only where the decision is upon an appeal from a native judge, but upon matters of fact as well as points of law when the decision was upon an original suit. Upon turning to a volume of Indian High Court Reports it will be seen that the High Court is constantly overruling the decisions on appeal of the zillah judges and affirming those of the native judges overruled by the zillah judges—*i.e.*, pronouncing the native judges right and the zillah judges wrong, and to such a pitch has this proceeded that Indian litigants are beginning to regard the zillah courts as a species of lottery. The source of this evil is easy to be found—the zillah judges are called upon to undertake duties which they are not qualified to perform. We would here quote and endorse the following from the *Edinburgh Review*:—

We wish it clearly to be understood that nothing is further from our intention than to cast any reproach on those Englishmen who hold judicial offices in India. A body of men more upright, more zealous, more desirous of performing their duty and of holding the balance of justice evenly between man and man, we fully believe never existed. Nor do we deny that there are among them men who have conceived a far higher notion of their duties than those in power would seem to wish to force upon them. We speak only of the mass, and all we say of them is that they are called upon to perform an impossible task,—to make bricks without straw, to be the instrument of a sham and a deception.

The covenanted servant of the Crown after his two years' probation in England—and what a farce that probation is under the auspices of the Civil Service Commissioners we need not mention—is sent out to India. "There"—we quote the words of Mr. Lock, one of the judges at the High Court at Calcutta—

He remains at the sudder station of a district for a very short period. In the course of a year from his joining he is liable to be sent to take charge of a subdivision. For the next fifteen years of his career he is employed in the duties of a magistrate and collector. Without any training in the particular duties of a civil judge, or *any knowledge of the law by which his proceedings are to be guided*, a man, after fifteen or more years' service as magistrate or collector, or both, is transferred to the bench and expected to control a number of subordinate courts the judges of which may have commenced and continued their judicial career before he entered the service.

To give some idea of the monstrosity of such a system the *Edinburgh Review* says:—

If a man who had divided fifteen years of his life between the duties of chief constable of a county, a land agent, a justice of the peace, and a clerk in Somerset House, were to be suddenly placed as a judge in the Court of Queen's Bench, it would be something of the same kind, and not more absurd.

The astonishing thing is that men like Sir Charles Trevelyan, Sir Henry Harrington, and Sir Edward Ryan do not see the system in this light, although Mr. Lock, Mr. Howard, and Mr. Maine, all equally competent to form an opinion on the point, do. The chief—in fact the only—argument of those who support the present system is that the state of Indian society is so inartificial, and the law is so simple, that anyone can administer it. But what can be more complicated than the land tenure of India, while the commonest relation of social life, that of the Hindu family, is so difficult to be conceived and understood that no European has ever written an exhaustive treatise upon it. As to the simplicity of the law administered in the British Indian Courts, Mr. Grady, in his work on Hindu law, thus describes it:—

(1) The Hindu law; (2) the Mahommedan law; (3) the common law, as it prevailed in England in the year 1726, and which has not subsequently been altered by statutes expressly extending to India, or by Acts of the Legislative Council of India; (4) the statute law, which prevailed in England in 1726, and which has not been subsequently altered by statutes especially extending to India, or by the Acts of the Legislative Council of India; (5) Acts of Parliament expressly relating to India enacted since 1726, and statutes which have been extended to India by the Acts of the Legislative Council of India; (6) the common law of the land; (7) the codes of civil and criminal procedure; (8) the revenue law; (9) the civil law as it obtains in the Ecclesiastical and Admiralty Courts of England; (10) the regulations made previously to the 3 & 4 Will. 4, c. 85, and the Acts of the Legislative Council of India made under the 3 & 4 Will. 4, c. 85.

If, in addition to this, it be remembered that where the judges have no law to guide them they are to decide according to equity and good conscience, and that the High Court of Calcutta has ruled that the equity which is to form their *ratio decidendi* is the equity of the Court of Chancery in England, the simplicity of the law which the zillah judges have to administer will be hardly conceded.

One thing which the writer of the article in the *Edinburgh Review* either ignores or is unacquainted with is that in the presidency of Bombay there is a difference from the system adopted in the other presidencies. In Bombay a civilian shortly after his arrival is obliged to elect between the judicial side and the revenue side of the service. If he chooses the judicial he is made an assistant to a zillah judge before he is considered competent to discharge the full duties of zillah judge. It is true that, considering he has, as assistant zillah judge, a far more difficult jurisdiction than a county court judge in England, the age at which he is appointed, averaging

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about twenty-seven years, is absurd; still, this is preferable to that in force in the other presidencies as tending to provide a kind of apprenticeship for the full jurisdiction of the zillah court. If this system were extended to the whole of India, and if the selected candidates for the Indian Civil Service were compelled, during their two years of probation in England, to study the leading principles of law and jurisprudence thoroughly instead of only having, as they now have, to cram for a few weeks in each half-year, and thus to pass an easy examination, there would be some chance of justice being administered in India as it is at home, and the Anglo-Indian judges being looked up to with respect instead of being, as they are, in the hands of their subordinate officials, and the laughing-stock of the clever native lawyers who practise in their courts. It is notorious that the zillah judges in India are often much more dependent than they ought to be upon the officials of their courts for their imperfect knowledge of the language in which justice is administered therein. Mr. Maine is responsible for the truth of the story that a Bengal civilian was recently made a zillah judge, in spite of his protestations of incompetency, and even of his avowal of his ignorance of the language in use in the court over which he was to preside. Therefore it is not to be wondered at that, although the judges are above suspicion, there is an outcry among suitors at the expense of *bribing* the officials of the courts. Again, it is equally notorious that the native lawyers cite authorities in argument which the zillah judges have never heard of; nay more, that they take objections to evidence on the chance that the presiding judge will, through ignorance, allow them.

A mere separation of judicial from non-judicial functions will not meet the defect. Those civilians who adopt the judicial service must have proper preliminary training in law, and this we commend to the attention of the Secretary of State for India and his Council.

COVENANTS TO SETTLE AFTER-ACQUIRED PROPERTY.

No. II.

In possession, reversion, remainder, or expectancy. Difficulties sometimes arise from the omission of these words. Thus in *Atcherley* v. *Du Moulin* (2 K. & J. 186), where W. was entitled to a legacy contingently on her surviving A., and the words "be or become entitled" only were used, the legacy was held not to be bound, H. having died in A.'s lifetime, so that the interest remained contingent during the coverture. It was doubted whether such a covenant would extend to reversionary interests, there being a direction that the property the subject of the covenant should be vested in the trustees on trusts to convert, &c. (but see as to this *Hughes* v. *Young*, 1 N. R. 166). The Master of the Rolls expressed an opinion that in such a case a vested interest would not be bound if liable to be divested; and in *Dering* v. *Kynaston* (6 Eq. 210, 16 W. R. 819) the words used being "be or become possessed, interested, or entitled," held that a vested remainder in tail, which fell into possession after the death of H., and was then barred, did not come within the covenant. In this case the preceding estates were life interests and a remainder in tail to the sons of one of the life tenants, and at the death of H. there were no such sons living. We cannot see, however, that this circumstance, although it made W.'s interest much more valuable, affected the question whether it came within the covenant or not, and if bound by the covenant the freehold into which it was converted by W. by barring the entail would, we think, also have been bound in equity. We cannot dwell longer upon these points, but may notice that the cases coming under this and the preceding head may be usefully compared.

So far as the covenant is binding on the wife there is no doubt that it binds property given to her absolutely for her separate use (*Ex parte Young*, 1 Ir. Eq. N. S. 294, *Campbell* v. *Bainbridge*, 17 W. R. 5, 6 L. R. Eq. 269, and cases cited). In *Brooks* v. *Keith* separate property was held not to be bound because the covenant extended only to property so far as H. should become interested therein. It would seem, however, that interests given to her in like manner for her life would not be bound (*Townshend* v. *Harrowby*, 6 W. R. 413, 4 Jur. N. S. 352; *Ewart* v. *Ewart*, 11 Ha. 277, 1 W. R. 466). This question was neatly raised in *Duncan* v. *Cannan* (4 W. R. 2, 21 Beav. 307), where by the settlement H. took a life interest and W. the *corpus*, and H.'s assignees in bankruptcy claimed such a life interest acquired by W. during the coverture. Their claim was disallowed, and it was pointed out that the most they could claim would be the dividends of the invested income treated as it accrued as capital. The rule laid down by the present Lord Chancellor in *Re Mainwaring's Settlement* (14 W. R. 887, 2 L. R. Eq. 487) is probably correct, that the Court will not hold property to be comprised in the covenant which will not fit the trusts of the settlement; as, for example, estates for life of W. and annuities to her. It must be observed that if this be the rule the *dictum* of Knight Bruce, L.J., in *Townshend* v. *Harrowby*, is correct, that life interests of W., whether for the separate use or not, are excluded. The objection to the adoption of this rule is that an interest given to W. *pur autre vie* could hardly be excepted, and after all, what is the difference in principle? But for the obligation to convert generally imposed by the settlement, we are inclined to think that the decisions as to these life interests would have been different. (*White* v. *Briggs*, and another case reported in 22 Beav. 186, may be referred to on this point.)

In the case of *Re Mainwaring's Settlement* just referred to, where a testatrix, having originally directed some property bequeathed to W. to be paid to the trustees on the trusts of the settlement, by a later codicil authorized her executors to pay any portion to W. for her separate use, free from the engagements, &c., of H., it was held that W. was entitled, the Court considering that the testatrix had clearly shown her intention that W. should receive as much of the property as she required independent of the trusts of the settlement. Property over which W. has a power of appointment given to her is not bound unless she exercises the power in her own favour (*Townshend* v. *Harrowby* and *Ewart* v. *Ewart*); and real property purchased out of savings of separate estate is not affected by a covenant to settle property which should come to or vest in W. by descent, devise, or gift (*Hughes* v. *Jones*, 11 W. R. 898, 2 N. R. 417). Mr. Davidson, however, suggests that such savings should be expressly excepted, and no doubt as the covenant is sometimes worded they would be held to be included.

The word "expectancy" gives a wide scope to the covenant, as it provides for the case of W. being presumptive or expectant heir of a person who does not die until after the coverture has determined, so as to bind by estoppel W. then inheriting. It might also extend to the case of property devised to W. under a will made during the coverture by a testator who did not die until afterwards. In consequence of section 33 of the Wills Act it was contended that as a legatee being a child or grandchild of a testator was entitled in certain cases, although predeceasing him, to the legacy, as if he or she had survived the testator, such legacy to W. would fall within the usual covenant, although the testator died after W. (*Pearce* v. *Graham*, 11 W. R. 415, 32 L. J. Ch. 359). The decision being to the contrary Mr. Prideaux has adopted a clause which expressly binds in such an event.

Except jewels . . . furniture . . . plate, &c., which it is hereby declared shall belong to W. for her separate use. Sometimes property already settled to W.'s separate use is also excepted, and then the covenant will, in respect of interests of that nature, be inoperative (*Coventry* v. *Coventry*, 11 W. R. 868, 32 Beav. 612), but as the covenant will in most cases, like the rest of the settlement, be intended for the benefit of the children also, it is not desirable that this exception should be made. The exception of jewels, &c., is necessary, because although

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there may be a trust for conversion in the settlement, this would perhaps not be sufficient to exclude them from its operation (see *Willoughby* v. *Middleton* and *Milford* v. *Peile*). Articles of consumption left to the wife are of course not a subject of settlement, and no exception of them is necessary.

Then, and in every such case, H. and W., and all other necessary parties, shall, at the cost of the said trust estate, as soon as circumstances will admit, and to the satisfaction of [the trustees], *assure the said real or personal property to, or otherwise cause the same to be vested in* [the trustees.] We have already remarked on the importance of this part of the covenant, showing whether the acts of H. & W., or of H. only, are stipulated for. We may, however, notice here that if the covenant in terms applied to the acts of H. only, neither the words "cause to be vested," nor "concur with W. in selling," would create an obligation on her part (*Ramsden* v. *Smith* and *Reid* v. *Kenrick*). If, as is sometimes the case, the covenant is to settle "at the request of the trustees," the request is not a condition precedent, and the property is bound without such request having been made (*Maclurcan* v. *Lane*).

Upon trust . . (but as to reversionary property, not until it shall fall into possession, unless it shall appear to [*trustees*] *that the capital of the trust estate will probably be injured by deferring the sale*) [*usual trust to convert*] *so much of said property as shall not consist of money or* [*authorised investments*], *or of an annuity or annuities, or other estate or interest for the life of W., or for any term or period determinable on her death.* From the authorities we have cited the last restrictions appear unnecessary, as such interests would not fall within the scope of the covenant. It would not, however, be prudent to omit them until the law is clearly settled.

We must now devote a few words to the omitted clauses, "*at one and the same time and from the same source*," and "*of the value of £ and upwards.*" The recent case of *Re Mackenzie's Settlement* (15 W. R. 662, L. R. 2 Ch. App. 345) shows the difficulties attending the construction of these words. The limit in that case was £400, and W. was, at the time of marriage, entitled in reversion to about £470 Consols as her own share, and about £65 Consols as representative of a brother, both parts of a settled fund. This fund fell in during the coverture, and the questions submitted were, (1) whether the value was to be taken then or at the marriage; (2) whether the two sums were to be taken separately; and (3) whether succession duty and costs should be deducted. Turner, L.J., would not decide either (2) or (3), but thought that although the titles were different, the funds coming at same time and under same instrument should be valued together; and as to the latter, that the right to such a deduction was a question of some nicety. Both he and Cairns, L.J., decided the case on the ground that in the covenant in question the value referred to was the value of the property in which W. had or might acquire an interest and not the value of her interest. No one can doubt that this is not what the framers of the covenant intended, the limit being thus rendered in many cases ineffectual for the obvious purpose of excluding small sums from the operation of the covenant. The result of the decision is that although property of the value of £399 given to W. absolutely would escape the settlement, an interest of £1 value given to her in any property of which the value (at the time of the settlement, or when the title accrues) exceeded £400 must be settled. It is difficult, however, to put any other construction upon the words "entitled to property of £—— value for any interest." The words "of £—— value" are evidently out of place, but even if they followed the word expectancy, the intention would not be effectually carried out, because then property much above the limit falling in soon after the determination of the coverture might be excluded, from the circumstance that during the coverture the reversionary interest of W. in it might have been, by reason of intervening interests, small. We leave it to our conveyancing readers to exercise their ingenuity in framing the requisite clause to meet these difficulties. There is also an element of vagueness in the use of the words from the same source, it not being clear whether properties coming to W. under the same instrument and at the same time, but through various titles, must all be taken together. It would seem, however, from the decisions, that the question is whether the properties accrue under the same title, and words to this effect will be understood if absent. Thus, in *Re Hooper's Trust* (11 Jur. N. S. 479, 13 W. R. 710), Vice-Chancellor Stuart held that a reversionary interest in stock and a legacy under the will of the tenant for life, though both accruing together, must be estimated separately, so that in the event one escaped the operation of the settlement, and in *Re Middleton's Will* (16 W. R. 1107) a similar decision was made by Vice-Chancellor Giffard as to a legacy to W. of a sum under the limit, and a share of residue taken by her under the same will for her separate use, and exceeding the limit.

That it is desirable to insert some limit in a covenant of this kind is shown by *Fyfe* v. *Arbuthnot* (5 W. R. 798, 1 D. & J. 406), where the blank after the £ had not been filled up. Lord Cranworth there considered that every capital sum not to be enjoyed as income would be bound.

The clause we are discussing concludes with the direction to hold the property on the trusts of the settlement. The only point to be attended to here is to define on which of the ultimate trusts it is to be held where, as is not unfrequently the case, the property of both H. and W. is included in the settlement, and these trusts differ. In *Stevens* v. *Van Voorst*, there being no issue, the question arose between the representatives of H. and W., and it was held that they must take in the same proportions in which they took the specified funds, the subject of the settlement.

It is sometimes desirable to add a clause authorising the trustees to allow the enjoyment in specie of leasehold and other interests of a terminable and wasting character, and in the form adopted by Mr. Prideaux the income of all interests depending on lives is directed to be treated as income, and so enjoyed.

We have intentionally omitted to notice the cases in which the clause in question is affected by recitals in the settlement, or by the facts that the latter is post-nuptial, or that the wife was an infant at the date of the marriage, as the principles on which these cases rest are of a wide application, and could not conveniently be discussed with reference to those obligations alone which we have been just considering.

RECENT DECISIONS.

PRIVY COUNCIL.

PRINCIPAL AND AGENT—IMPLIED WARRANTY OF AUTHORITY TO CONTRACT.

The Colonial Bank of Australasia v. *Cherry and McDougall*, P.C., 17 W. R. 1031.

A misrepresentation causing damage if made fraudulently gives a right of action for damages to the person to whom the misrepresentation has been made, and who has suffered damage therefrom. Without fraud (or what in law is treated as fraud) no such action can be maintained. Misrepresentation, damage, and fraud are all necessary ingredients to create the cause of action. There is, however, one exception to this rule. If a person contract as agent for another, believing himself fully authorised to do so, and it turns out that he was not so authorised, and the alleged principal refuses to be bound by the contract, the agent is liable to make compensation to the other party to the contract for the loss that may be caused by the failure of the contract. The agent is liable to an action on a warranty of his authority which is

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implied by law from the mere fact of his contracting as agent.

This was first established by *Collen* v. *Wright* (5 W. R. 265), where it was laid down that "a person who induces others to contract with him as agent is answerable to the person who so contracts for any damage he sustains by means of the assertion of the authority being untrue." This liability is, as we have said on the contrast of warranty of authority, implied by law. If the agent fraudulently represent to another that he is authorised when he, in fact, is not authorised, and damage is caused thereby to that other person, the agent is then liable to an action of tort, called an action of deceit, as well as to an action on the implied warranty.

The principle of *Collen* v. *Wright* has subsequently been often followed and in *The Colonial Bank &c.* v. *Cherry* it is upheld by the Judicial Committee to its fullest extent, and, perhaps, even slightly extended.

The defendants, directors of a company, informed the plaintiffs that one Clarke had authority to draw cheques against the plaintiffs on behalf of the company. There was no fraud in the transaction, but in fact Clarke had not authority to draw cheques. Clarke drew cheques purporting to be on behalf of the company, who ultimately refused to be bound, and were not legally bound by such cheques. The jury found as a fact that the defendants had led the plaintiffs to believe that Clarke had authority to draw cheques. The Judicial Committee decided that under such circumstances "the law implied a warranty or undertaking on the part of the defendants that Clarke was duly authorised to draw the cheques," and that the defendants were therefore liable to the plaintiffs in an action on the implied contract of warranty.

The case perhaps goes a little further than *Collen* v. *Wright*, as there was no direct contract at all between the plaintiffs and defendants, but only a representation by the defendants without fraud that Clarke was a duly authorised agent.

Hypothecation—Bottomry Bond.

The Karnak, P. C., 17 W. R. 1028.

Hypothecation is a well-known contract by which a vessel, cargo, and freight may be pledged for the repayment of money advanced for the necessities of the vessel. This contract is usually made by what is called a bottomry bond, and hence the contract itself is frequently termed bottomry. The master of a vessel has an implied authority in cases of necessity to enter into a bottomry bond to supply the necessities of his vessel. He may hypothecate not only the vessel and freight, but also the cargo, the owners of the cargo having a right over against the shipowners to obtain re-payment of what they may have had to pay to the holder of the bottomry bond (*Duncan* v. *Benson*, 3 Ex. 644).

The *Karnak* has decided, or rather affirmed, two questions on the law of bottomry. Both points had been before decided, but the decision of the Judicial Committee gives, of course, increased weight to the former authorities. The first point was as to the nature of the necessity which authorises a master to hypothecate a cargo. The second as to the effect of hypothecation upon freight on which the charterer has already made advances.

On the first point the general rule laid down is that "the existence of the necessity which validates the hypothecation of cargo by bottomry is to be ascertained by evidence in the usual manner; and that the meaning of the term necessity in respect of hypothecation by the master is analogous to its meaning in other parts of the law. . . . It has been described as a high degree of need, a need which arises when choice is to be made of one of several alternatives under the peril of severe loss if a wrong choice should be made. . . . Any combination of events which would prevent the completion of the voyage with profit, unless money should be obtained by bottomry, would raise the question whether there was need for bottomry in such high degree as to create a necessity."

A bottomry bond, therefore, given to secure repayment of money advanced for the repairs of a vessel without any promise of any bond is not invalid if there are facts to show that the giving of the bond was really necessary, although the money had been already advanced.

As to the second point the charterer of the *Karnak* had made advances of freight which would, of course, be deducted from the amount of freight due from him when the freight was earned. The master properly hypothecated the freight. It was contended that the holder of the bottomry bond was entitled to the whole freight from the charterer without deducting the amount already advanced. It was held that this was not the law, and that the holder of the bond was only entitled to the freight to which the shipowners were entitled.

The judgment of the Judicial Committee puts an end to any doubt that may have before existed as to the law on these two points.

EQUITY.

Irrevocable Voluntary Deeds.

Coutts v. *Ackworth*, V.C.M., 17 W. R. 1121.

The Vice-Chancellor laid down the rule that where a voluntary deed of gift is made, unless prepared by an independent solicitor, it is the duty of the solicitor to insist upon, and almost refuse to prepare such an instrument without a power of revocation. The presence or absence of such a power has, in fact, in more than one case been the chief ground of supporting or rejecting voluntary deeds. In *Forshaw* v. *Welsby* (9 W. R. 225) the Master of the Rolls said that it was the duty of a solicitor to see that a voluntary deed of gift by a man who was supposed to be lying *in extremis* should afford an opportunity to the settlor of revoking it in case he should recover his health; and if the settlor does recover he is entitled to ask that the deed may be delivered up to be cancelled, or that a proper power of revocation may be inserted in it. In that case the solicitor, who appeared in no respect to have acted personally improperly, was refused his costs, because the deed, which had been prepared in his office, contained no power of revocation. The cautious practitioner will leave the preparation of a voluntary deed whereby a client of his is to derive any benefit to some independent adviser. But if he does prepare the deed it is his duty to insert a power of revocation unless there be the clearest evidence that the intending settlor, with a full knowledge of the consequences of the omission, wishes the power to be omitted. It is not in human nature for any any man to part with the control of his property during his life; and where a person is found to have done so by the execution of a voluntary irrevocable deed, the presumption that he did not not know the full effect of the instrument executed by him is so strong, that the Court invariably throws the *onus* of showing that he knew what he was about on the parties taking an interest under the deed.

COMMON LAW.

Fraud—Contract—Bill of Exchange.

Foster v. *Mackinnon*, C.P., 17 W. R. 1105.

If a person is induced to enter into a contract by the fraud of the other party, the contract is voidable at the option of the person defrauded. He may as soon as the fraud is discovered treat the contract as a nullity or he may adopt the contract and compel its performance by the other party. This is an elementary principle of law, but it received a somewhat novel application in *Foster* v. *Mackinnon* The action was by an indorsee of a bill of exchange against an indorser. Plea, traverse of the indorsement. It was found by the jury in effect that the defendant was induced, without negligence on his part, to write his name on the back of the bill by the fraudulent representation of the acceptor that the bill

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was a guarantee. The plaintiff was a *bonâ fide* holder for value without notice.

The Court decided that the defendant was not liable on the bill, on the ground that in contemplation of law he never did sign the contract to which his name was appended.

Such is the short point decided, but it is necessary to observe how carefully the principle of the decision is limited by the Court. It is restricted to cases where the contract signed is altogether different from the pretended contract. It is said that this case was as if the defendant "had written his name on a sheet of paper for the purpose of franking a letter, or in a lady's album or on an order for admission to the Temple Church, or on the leaf of a book, and there had been there without his knowledge a bill of exchange or promissory note to order inscribed on the other side of the paper."

If, however, the defendant had known that he was indorsing a bill of exchange when he wrote his name, then he would apparently have been liable to a *bonâ fide* holder for value without notice, even although the indorsement was procured by fraud.

The distinction between the two cases is that in the first the apparent indorser never intended to indorse a bill at all. In the second case he intended to indorse, but such intention was caused by fraud. In each case, as against the person guilty of the fraud, the indorsement is void. In the later case, however, the indorser is held liable to innocent third parties for the consequences of his indorsement. This liability would not of course affect any right of action the indorser might otherwise have against the person who fraudulently procured the indorsement.

It must also be noticed that the essence of this decision is that the defendant was not negligent. If the indorsement had been obtained in consequence of negligence on his part, he would have been liable upon the indorsement, even although he had, in fact, himself been deceived.

RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 1 VICT. c. 31), s. 7.

Zunz v. *South-Eastern Railway Company*, Q.B., 17 W. R. 1096.

Primâ facie a railway company, like any other company or an individual, has full powers to contract in any way it thinks proper. This right is, however, limited, by their liabilities as common carriers, which may sometimes affect the right to contract, and the right is still more restricted by the Railway and Canal Traffic Act. This statute enacts in effect that railway companies shall be liable for a negligent loss of, or injury to, goods carried by them, notwithstanding any contract to the contrary; provided only that the companies may make *reasonable* contracts with respect to the carriage, &c., of goods if such contracts are in a specified form.

The decision in *Zunz* v. *South-Eastern Railway Company* was that this statute "only applies to a line which the company against whom an action is brought either owns or is working." The plaintiff was a passenger by a through ticket of the defendants from London to Paris, and on his ticket there was a notice that the defendants would not be liable for any loss, injury, or detention of his luggage, except while in their trains or boats. The plaintiff's luggage was lost between Calais and Paris, and he brought an action to recover damages from the defendants, who relied on the terms of the conditions printed on the ticket. These conditions, even if reasonable, were not in the form required by the Act, as they were not signed by the plaintiff. The agreement was therefore invalid, if it was within the Railway and Canal Traffic Act. The Court decided that the Act "applies only to the lines which the companies have obtained by their Acts of Parliament or over which they have acquired running powers. It does not prevent them from being perfectly free to make any contracts they choose with regard to carriage on lines beyond their own."

This view of the question rendered it unnecessary to consider any other points, as the defendants were clearly not liable, unless their agreement was invalid.

Several questions were, however, raised in argument which are of importance now that long railway journeys by through tickets over many different lines are so frequent. One of these questions was whether the defendants' contract was to carry the plaintiff to Paris or only to carry him to Dover, with a further contract that they had authority to say that another company would carry him on. This point was not decided, but Cockburn, C.J., expressed a strong opinion that the contract was to carry the plaintiff from London to Paris. Another point raised and left undecided was whether the Railway and Canal Traffic Act applies at all to passengers' luggage. No opinion was expressed by the Court on this point.

Many questions of this kind yet remain to be decided as to the liabilities created by through tickets over lines of different companies. *Zunz* v. *South-Eastern Railway Company* has only decided one of them.

REVIEWS.

Shelford's Law of Railways. Containing the whole of the statute law for the regulation of railways in England, Scotland, and Ireland, with copious notes of decided cases upon the statutes, introduction to the law of railways, and appendix of official documents. Fourth edition. By W. CUNNINGHAM GLEN, Barrister-at-Law. In two volumes. London: Butterworths. 1869.

A work on the law of railways always means an arranged and annotated edition of the Railway Acts; and it would be almost impossible to treat the subject in any manner; the law of railways, being for the most part the direct creation of the Legislature, supplemented by the interpretations of the Courts of Law and Equity—unlike other branches, such, for instance, as the law of real property, which have had a gradual growth from the common law of England, though altered here and there by direct enactment.

In the present edition of the late Mr. Shelford's work the editor has collected every statute and document of public authority which can by any possibility be considered as bearing on the law of railways. The list of statutes embraces all statutes which bear even indirectly on the subject. Thus, besides the Lands Clauses Consolidation, Railway Regulation, and other Acts, which figure in all books on railways, we are given the Nitro-Glycerine Act and the Contagious Diseases (Animals) Act, on account of their enactments in respect of railway carriage; the Railway Clearing House Acts, the new Telegraphs Act, and all the railway and telegraph Acts of England, Ireland, and Scotland. The practitioner will find here collected together all the enactments bearing on every possible subject which may come before him in connection with railways or railway travelling. So thoroughly is this carried out that an Act having passed in 1850 for the transfer of the equitable jurisdiction of the Court of Exchequer in Ireland, several sections of that Act are printed, because they affect the payment into court of moneys under the Lands Clauses Consolidation Act. Similarly, several sections of the Larceny Act are printed, because they deal with fraud by bailees or the falsification of accounts by directors. Again, two sections of the Income Tax Act (23 Vict. c. 14) relate to railway profits and salaries, and these two sections are given. Indeed, some Acts are given which we should have thought it unnecessary to reprint. For instance, we should have thought that the Documentary Evidence Act of last session was too general in its application, and certainly no one could have complained had it been left out. We can hardly, however, say that this is a fault. Whatever questions may arise, the lawyer who has this book upon his shelves may say to himself,—"If there has been any legislation at all connected with this branch of the subject I shall at once find it in Shelford,"—and it needs not to be said that on this account the book will be a very "comfortable" one to possess. The collection is equally exhaustive in the matter of rules, orders, precedents, and documents of official authority. Thus the reader is given a model railway bill, bill of costs, the Stock Exchange rules as to the shares of public companies, Board of Trade model bye-laws, and scores of other

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things more or less useful. In some of these items, we must say, that we consider the volume as unnecessarily loaded. Who, for instance, is likely to consult the precedent of a "Notice of Postmaster-General to railway company to convey mails, &c."? However, it is, as we said before, a very convenient thing to possess a work in which nothing whatever is omitted.

When we turn to the annotations we do not find the same completeness. To collect all the enactments, precedents, orders, &c., &c., is a far easier task than to arrange all the decisions in their proper places, as annotations. In this respect the collection is by no means so exhaustive. The Stock Exchange rules for instance are printed, but no mention whatever is made of the most important decisions in *Grissell* v. *Bristowe* (17 W. R. 123) and *Coles* v. *Bristowe* (17 W. R. 105), which have precisely the same relation to the Law of Railways as the Stock Exchange or wills have. We could multiply instances, but we will not. The annotations, too, are clumsily arranged. It is a very careless and inconvenient arrangement to discuss a point in three different parts of a volume, citing some of the authorities in one place and some in another. It seems almost incredible that any editor should be guilty of such a thing, yet, let us take an instance. Suppose we want to find some of the authorities bearing on the jurisdiction of the Court of Chancery to restrain applications to Parliament. In vol. II. there are three distinct portions dealing with that subject—viz., pp. 13, 525, and 791. At p. 13, *Steele* v. *North Metropolitan Railway Company* (15 W. R. 597) is the only authority given; the remaining cases are scattered between the two other references, and p. 13 is the only reference given in the index. There seems to be no system whatever about the references. To take another instance. In *Attorney-General* v. *Ely, Haddenham, and Sutton Railway Company* (16 W. R. 834) the Master of the Rolls gave a decision upon the 16th and 46th sections of the Railways Clauses Consolidation Act. This decision was confirmed by Lord Hatherley (17 W. R. 356) in somewhat different terms. At p. 548 (vol. II.) the Master of the Rolls' decision is given, the head note being taken from the *Law Journal* reports. At p. 599 (same vol.) the same decision is given again, the head note being taken this time from the *Law Reports*, and at p. 814 is noticed for the first time the Lord Chancellor's decision in the court above.

It is hardly necessary to say that this edition is very much larger than the preceding one. It contains a separate index and table of cases and contents for each volume, an arrangement which has both its advantages and its disadvantages. To sum up our review: as a collection of statutes and general information the work will prove extremely useful, because in these respects it is so perfectly exhaustive; but the notes are not well done.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Nov. 9.—*Re James Gray* (*a solicitor*).

It will be remembered that certain charges of misconduct in a professional capacity brought against this gentleman by a client named Gingell were, in May last, investigated by the Incorporated Law Society before the Master of the Rolls, who made an order suspending Mr. Gray's certificate for a period of ten years (see 13 Sol. Jour. 637, 679). At the same time his Lordship expressed his willingness to reconsider the decision at any future time when Mr. Gray should have made reparation to his client for the wrong done to him.

With the object of enabling Mr. Gray to do this the drawing up of the order had been suspended from time to time on the application of counsel, Mr. Gray undertaking not to practise in the meantime, and this day

Sir Richard Baggallay, Q.C. (*Bardswell* with him), stated to the Court that Mr. Gray had made the fullest reparation in his power, and asked his Lordship to reconsider his decision.

The Incorporated Law Society and Gingell did not oppose the application, and his LORDSHIP directed the order not to be drawn up.

Mr. Justice Fitzgerald, Mr. Justice Morris, and Mr. Baron Hughes are the judges to try Irish election petitions for the ensuing year.

IRELAND.

LANDED ESTATES COURT.

(Before Judge FLANAGAN.)

Nov. 8.—*In the matter of the Estate of Philip Hastings, owner; Guinness and Mahon, petitioners.*

Dames moved to make absolute a conditional order for the sale of the owner's estate. Guinness and Mahon had advanced to the owner's mother a sum of over £3,000, and the owner secured this debt by giving an equitable mortgage to the petitioners of his estates, and had actually written a letter admitting the debt, and acknowledging that he was security therefor.

Burke opposed the motion, on the grounds that, while admitting the debt and the security, he denied that that security would stand for a moment in a court of equity. This was a debt incurred by the owner's mother while he was a minor, and the security given by the owner was given within a year after the owner had reached twenty-one, and that it should therefore be looked on with suspicion. Counsel relied on the case of *Archer* v. *Hudson*, 7 Beav. 551, and other cases in 2 White & Tudor, 489.

His LORDSHIP considered that this young man had business habits, and he would not discharge the conditional order. The course he would, however, pursue was to allow the defendant to file a bill to set aside the equitable mortgage. If the Court of Chancery set it aside, the defendant would have to pay the costs of whatever steps were taken in this court.

APPOINTMENTS.

Mr. JOHN HASNEY BOYS, solicitor, of Margate, has been elected the first coroner for that borough under its separate jurisdiction. Mr. Boys' certificate as an attorney and notary was taken out in Michaelmas Term, 1837, and he is a perpetual commissioner, a commissioner to administer oaths, and a commissioner for taking affidavits both in the Common Law and Admiralty Courts.

Mr. HERBERT TRITTON SANKEY, solicitor, of Margate, has been elected Clerk of the Peace for that borough, which was formerly incorporated with Dover, but has now a separate court of quarter sessions. The new clerk of the peace for Margate is a son of Mr. Robert Sankey, solicitor, and a partner in the legal firm of Sankey, Son, & Flint, which has also branches at Canterbury and London. Mr. H. T. Sankey was certificated as an attorney in Hilary Term, 1853.

Mr. WILLIAM THOMAS BENSLY, LL.D., solicitor, of Norwich, has been appointed Secretary to the Lord Bishop of Norwich, in the place of Mr. John Kitson, deceased. Mr. Bensly was educated at King's College, London, and in 1852 was elected an associate of that institution in the department of general literature and science. In 1854 he graduated B.A. at the university of London, and a few years ago received the degree of LL.D. He was certificated as a solicitor in Michaelmas Term, 1858, and has practised at Norwich for some years.

Mr. WILLIAM SUTTON PAGE, solicitor, of Guildhall-chambers, Norwich, has been appointed Clerk to the Commissioners of Income Tax for that city, in the place of Mr. R. Field, deceased. Mr. Page's certificate as a solicitor dates from Easter Term, 1852.

Mr. JOHN ISAAC SOLOMON, Solicitor, of King-street, Cheapside, has been appointed a London Commissioner to administer oaths in chancery and common law.

Mr. THOMAS JOHNSON MASON, Solicitor, of Louth, Lincoln, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the parts of Lindsey, in the county of Lincoln.

Mr. CHRISTOPHER WILLIAM CATTELL, solicitor, of Bedford-row, London, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds to be executed by married women in and for the county of Middlesex, the city and liberties of Westminster, and the city of London,

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FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

We take from the *Chicago Legal Journal* the following American decision on the new Marriage Law of 1861:—

Husband and wife, contracts between.

1. It is the rule of the common law that contracts between husband and wife are void, and will not be enforced by the courts.—*Sweeney et ux* v. *Damon et al.*

2. But where such contracts have been made in good faith, and are executed, they are valid.—*Ib.*

3. So, where a husband has received money belonging to his wife, and invests it for her in her name, or has property bought with her money, conveyed to her, courts of equity will treat the transaction as fair, and sustain it against subsequent creditors of the husband chargeable with notice.—*Ib.*

Property bought by husband.

4. And where, not being in debt, with a view of making provision for his wife, property is bought with his own means, and conveyed to her, or to trustees for her use, the transaction will be sustained.—*Ib.*

When fraudulent.

5. If the husband is in debt, as to his creditors existing at the time of such transactions, they would be fraudulent, unless such creditors are satisfied subsequently.—*Ib.*

Wife's means.

6. The wife may intrust means which she inherits since the Act of 1861 to her husband to loan or invest, and it will be protected in his hands to the same extent the money of a stranger would under like circumstances.—*Ib.*

7. *Converting equitable into legal estates.*—Where the legal title to lands, purchased with the means of the wife, is in the husband, and he exchanges these lands for others, and has the deeds of the latter made to his wife, equity will uphold the title of the wife, as against creditors not misled by the title standing in the husband.—*Ib.*

OBITUARY.

MR. JOHN WALKER, Q.C.

We have to announce the death of Mr. John Walker, Q.C., who expired after a long illness, on the 6th November at Little Heath, North Mymms, Herts. The late Mr. Walker was called to the bar at Lincoln's-inn, in November, 1819, and was created a Queen's-counsel in 1842, being also elected a bencher of Lincoln's-inn. He was in his seventy-fifth year at the time of his death, and his name is familiar to the chancery practitioner as one of the editors of Jacob & Walker's Reports.

MR. H. A. EWER.

The death of Mr. Harry Alexander Ewer, solicitor, of Liverpool, took place at Wallasey, Cheshire, on the 6th November, in the fifty-third year of his age. Mr. Ewer took out his certificate as a solicitor in Trinity Term, 1838, and was latterly a partner in the Liverpool firm of Wright, Ewer, & Wright; he was a member of the Liverpool Law Society, of the Solicitors' Benevolent Association, and of the Metropolitan and Provincial Law Association. For several years Mr. Ewer held the appointment of Law Clerk to the Local Board of Wallasey, which becomes vacant by his death.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The forty-third annual meeting of the Incorporated Law Society of Liverpool was held on Wednesday, Nov. 3, at the Law Association Rooms, Cook-street; Mr. John Yates, president of the society, in the chair. Amongst those present were Messrs. Hore (vice-president), Paget (honorary secretary), Bird (treasurer), T. Martin, H. L. Gregory, William Radcliffe, W. Pierce, G. Norris, Jevons, Squarey, Lowndes, Bellringer, Maddock, P. Wright, A. Wright, jun., Bartlett, Thornley, Payne, Frodsham, Avison, Thomas Martin, J. J. Yates, jun., Rowe, Riley, Fisher, J. Atkinson, French, J. H. E. Gill, C. Bretherton, J. B. Nelson, W. Barrett, and R. Bigge.

The report of the committee for the past year was then read:—

MEMBERS.

During the last year Messrs. James Thompson, William Dixon, A. C. Kent, G. T. Haigh, R. H. W. Biggs, J. B. Culshaw, William Francis, Christopher Moorhouse, John Parkinson, Hugh Quinn, and Walter Weld have become members of the society.

The society have to lament the loss of three members by death—namely, Mr. W. W. Driffield, Mr. Allan Kaye, and Mr. J. O. Watson. Mr. John North has resigned, having retired from the profession. Mr. J. H. Taylor and Mr. H. M. Taylor have also resigned, being about to leave Liverpool; and Mr. L. F. Peniston and Mr. G. T. Haigh have left Liverpool, and therefore ceased to be members. Mr. Boteler has resigned in consequence of ill health.

There are now 178 members.

LIBRARY.

The librarian reports that the circulation of books from the library, for the year, has gone on steadily increasing. The numbers are 5,796, against 5,348 in 1868.

INCORPORATION OF THE SOCIETY.

In accordance with the resolutions passed at the last annual meeting, the committee in the early part of the year took the necessary steps for obtaining the incorporation of the society, under section 23 of the Companies Act, 1867, and on the 13th day of February, 1869, the society was duly incorporated under the title of the "Incorporated Law Society of Liverpool." A common seal has been procured.

In accordance with the same resolutions, the old lease of the library is about to be surrendered, and a new lease granted to the society direct, without the intervention of trustees.

THE LEGISLATION OF THE SESSION.

Several important statutes relating to the administration of the law have been passed during the session, requiring notice by the committee, who acknowledge, with thanks, the valuable assistance which has always been given by the borough members on subjects brought before them by the committee.

BANKRUPTCY ACT, 1869; DEBTORS ACT, 1869; BANKRUPTCY REPEAL ACT, 1869.

As these bills, though part of one scheme, were printed at considerable intervals of time, and separately discussed by the House of Commons, your committee were under the disadvantage of having to consider a general scheme with only a portion of it before them.

Notwithstanding the attention which was bestowed by the House of Commons upon the details of these bills, and the suggestions and assistance given by several lay members, amongst whom was Mr. Rathbone, one of the members for Liverpool, your committee are still of the opinion expressed in their observations printed last April—viz., that it would have been wise to refer the whole subject to a Royal Commission before legislation on so large a scale was attempted.

By far the most complete and best drawn Acts of Parliament of modern times for effecting great law reforms are the Act for the Abolition of Fines and Recoveries, the Chancery Amendment Act of 1852, and the Common Law Procedure Acts. These were all carefully prepared by draughtsmen upon the reports of royal commissions, underwent comparatively little alteration in their progress through Parliament, and have given rise to scarcely any litigation. On the other hand, the Bankruptcy Act of 1861 is notorious for the amount of litigation which it has caused, much of which it is only fair to observe was occasioned by the extensive alterations made in committee. Time will show whether the bankruptcy legislation of 1869 is well or ill advised.

Your committee regret the repeal of the Absconding Debtors Act, as there was probably no place where it was more used than in Liverpool. A debtor absconding say from an inland town was frequently discovered by his creditor to have come here, and to be about to embark for America or other distant shores. In many cases such debtors were arrested on warrants obtained from the Commissioner in Bankruptcy, or a county court judge, within an hour or two from the first receipt of instructions. Very many of such cases arise in a year, and it is little better than a mockery to tell the creditor his affidavit shall be sent up to London, and that the order to hold to bail will be down on the third day.

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By the original bill a bankrupt was to be deemed guilty of misdemeanour for doing certain specified acts, "unless he proves that he did not do so with intent to defraud," and he was made competent, if he thought fit, to be sworn and give evidence upon his trial. The dangers of these great innovations in criminal law were pointed out by your committee in their observations, and the bill was altered in both particulars. The words "unless the jury is satisfied that he did not do so with intent to defraud" are substituted for the words quoted above, and the bankrupt is not made a competent witness. Several other defects pointed out in the observations have been more or less remedied.

The powers given to the Lord Chancellor, with the advice of the chief judge, to make rules of court are extraordinarily large, extending to any matters in respect to which it may be expedient to make rules for carrying into effect the objects of the Act, and "any rules so made shall be deemed to be within the powers conferred by this Act." The judicious exercise of these powers may do much to lessen the amount of litigation which we fear would otherwise ensue.

ADMIRALTY JURISDICTION COUNTY COURTS ACT.

A bill to enlarge the Admiralty Jurisdiction County Courts Act of last year was brought into the House of Commons by Mr. Norwood, Mr. Headlam, and Mr. Candlish. Your committee took exception to the bill on several points, and with the assistance of Mr. Graves, M.P., an unofficial interview took place at the Board of Trade between the vice-president and Secretary of the Board of Trade, the promoters of the bill, the Town Clerk of Liverpool, and a deputation from your committee. The result of a long discussion was that each clause, except the first, was abandoned by the promoters, who thereupon withdrew the bill, and shortly afterwards introduced another bill with the same title, but which in fact mainly consisted of the first clause of the old bill somewhat altered, and in this shape the bill has become law. Your committee regret that the effect of recent legislation has been to cast so large an amount of business of a very varied character upon the county courts, to an extent which, in the opinion of your committee, cannot be efficiently dealt with by those tribunals.

COMMON PLEAS OF LANCASTER ACT.

A bill to authorise the appointment of district prothonotaries was introduced early in the session by Mr. West, Q.C., the Attorney-General of the Duchy. The scheme is one which the society, in conjunction with the Manchester Law Association, have laboured for many years to carry out, and your committee, therefore, at once put themselves in communication with Mr. West, and enlisted the active support of the local members. The bill passed both Houses without serious opposition, and after it became law your committee, at the request of Mr. West, and in conjunction with the Manchester Law Association, gave their assistance in settling the rules and orders, in framing which great pains have been taken to make the court as useful as possible. In these rules permission is given, for the first time, to make use of the General Post-office in certain cases, both for the service of documents and for applications for summonses, &c.

The committee have much pleasure in reporting that Mr. Paget, the honorary secretary to the society, has, on a recommendation signed by very many of the members of the profession in Liverpool, been appointed by the Chancellor of the Duchy prothonotary for this district, and the committee feel assured the appointment will meet with general approval.

The committee have pleasure in adding that the district prothonotary has taken an office in the Law Association Buildings, 13, Harrington-street.

OTHER ACTS.

By the "Bails Act, 1869," those persons, whether attorneys or not, who hold commissions for taking common law affidavits in the country are enabled to take special bail, under 4 W. & M. c. 4, and 1 & 2 Vict. c. 110, and also recognizances of every kind, and all bail as well in error as otherwise on the revenue side of the Court of Exchequer. Until other fees are authorized by the Treasury, with the approbation of three judges, the fees are the same as are now payable under the Act of William and Mary, *i.e.*, two shillings for each recognizance. But the abolition of the Absconding Debtors Act, and the alteration in the law of arrest on mesne process, made by section 6 of the Debtors Act, 1869, will render bailable proceedings less frequent than heretofore.

By the Act "to abolish the distinction as to priority of payment between the specialty and simple contract debts of deceased persons," a substantial law reform has been effected, and a further approach made to a fusion of law and equity. Nothing could be more calculated to bring English justice into disrepute with laymen than the different modes in which the effects of a deceased have been hitherto distributed by courts of equity, according as the assets happened to be legal or equitable. It was often difficult to say to which class particular assets belonged, and there was so little real principle in the distinction that a debtor, notwithstanding his insolvency could, by a few words in his will, convert legal into equitable assets, and thus completely alter the appropriation of his property. Many an estate has been brought into the Court of Chancery simply because the executors would not take upon themselves the responsibility of distributing the assets without a judicial decision as to whether they were legal or equitable. The Act applies to the estates of persons dying on or after 1st January, 1870.

By the Evidence Act, 1869, the last remaining restrictions on the evidence of parties in purely civil proceedings are swept away; the parties in a breach of promise case being made competent to give evidence. By section 3, parties, and the husbands and wives of parties, to proceedings instituted in consequence of adultery, are made competent, provided that no witness is to be asked a question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in such proceedings in disproof thereof.

ADMIRALTY DISTRICT REGISTRIES.

Your committee consider that the only really satisfactory mode of administering Admiralty law in Liverpool and the large out-ports will be by district registries of the High Court, and by a judge going circuit. This opinion stands recorded in last year's report, and the committee have the satisfaction of knowing that the same view is entertained by the Liverpool Chamber of Commerce, who have issued a very able circular letter on the subject. In order to attempt to deal practically with this question, your committee prepared a draft bill, the principle of which was approved by the judge of the Admiralty Court; they then settled it, in conjunction with the committee of the Liverpool Chamber of Commerce, and the Liverpool Underwriters' Association, and with the three members for Liverpool. Having been settled by counsel, it was subsequently introduced by Mr. Graves, M.P., into the House of Commons, not with any hopes of its passing at that late period of the session, but in order to get the matter discussed, with a view to the bill being re-introduced next session. On the night fixed for the second reading (26th June), there was a "count out," and the bill fell through; but your committee hope that the attention, both of legal and mercantile bodies, having been called to the bill during the recess, it will be well supported in Parliament next session.

COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868.

Your committee assisted the assessor in framing general rules for the Court of Passage in its Admiralty jurisdiction, and also in settling a list of nautical assessors, but your committee regret that in consequence of the infrequency of the sittings of the Court, its Admiralty jurisdiction has been of necessity little resorted to. Some suggestions were also sent to Mr. Nicol of the Treasury upon the draft general orders for county courts under this Act.

REMUNERATION OF SOLICITORS.

At the request of Mr. Rathbone, M.P., your committee prepared a bill on this subject, which, after being modified in some respects in accordance with Mr. Rathbone's suggestions, was introduced by that gentleman, Mr. Morley, and Mr. George B. Gregory. The provisions of the bill are in the opinion of the committee calculated to confer great benefit upon the public and the profession. The bill, which was not printed until a few days before the recess, will doubtless be re-introduced next session, when your committee hope that it will be supported by both the profession and the public.

LOCAL JUDGES.

The appointment of Sir W. M. James to a Vice-Chancellorship of the High Court rendered the office of

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Vice-Chancellor of Lancashire vacant, and the appointment of Mr. Wickens to the latter office is highly satisfactory to the profession.

Some doubt existed whether the vacancy in the office of Commissioner in Bankruptcy, upon the death of Mr. Perry, would be filled up, having regard to the intended abolition of the Court by the Bankruptcy Bill which was then in progress and has since become law. Your committee thought it very desirable that some appointment should be at once made, as the total stoppage of business consequent upon there being no Commissioner was most inconvenient and prejudical. They therefore addressed, through the president, a letter to the Lord Chancellor, who shortly afterwards appointed Mr. Thring to the vacant office, an appointment which has met with the cordial approval of the profession. Your committee have very recently addressed a memorial to the Lord Chancellor, requesting him to exercise the power reserved under the 130th section of the new Act, by continuing a registrar in office for twelve months from 1st January, 1870, in order to wind up pending bankruptcies, instead of allowing them to be transferred to the various county courts of the district.

Concentration of Law Courts in London.

On the invitation of the Incorporated Law Society of the United Kingdom, your committee took into consideration the question of the site of the Law Courts and offices in London. Your committee having come to a resolution in favour of the Carey-street site, published some observations on the subject, which were sent to the local members, and were also very extensively circulated by the London Society. Your committee are glad to find that the select committee of the House of Commons has come to the same conclusion, and they hope that no more time will be lost before commencing the erection of these much needed courts and offices.

Chancery of Lancashire and Court of Passage.

Your committee regret that the town council have not carried out their resolution of 7th October, 1868, to provide accommodation in the Town-hall for the registrars of both these courts. The attention of the Finance Committee has been frequently called to the subject, and on one occasion a deputation from your committee waited upon the Finance Committee and represented the importance of carrying the resolution into effect at once, the only immediate result of which has been that the registry of the Court of Passage has been removed into the spacious rooms at the Town-hall, lately occupied by the Town Clerk and his staff, but this arrangement is understood to be only temporary.

Site of Liverpool County Court.

The more the jurisdiction and business of the county court are extended the greater is the inconvenience to the profession, from its situation in Lime-street, and from its want of sufficient accommodation. Negotiations between the Treasury and the borough authorities for the purchase of a new site in Victoria-street unfortunately miscarried, but your committee have passed a resolution to the effect that it is expedient that the Court should be moved nearer to the centre of business, and that Victoria-street and the streets adjoining offer some eligible sites, and this resolution has been forwarded to the county court judges and also to the Treasury.

Clerkship to Justices.

The clerkship to the borough magistrates having become vacant through the resignation of Mr. Wybergh, the society at a special meeting took the opportunity of recording their opinion that the office ought to be filled by an attorney.

Attorneys as Magistrates.

Your committee rejoice that the stigma which so long attached to practising attorneys, namely, that they were considered unfit to be put on the Commission of the Peace, has been removed as regards boroughs in this county. Three practising attorneys, all members of this society, have been placed on the commission for Liverpool since the last annual report,—one of them, Mr. Edward Whitley, by the Chancellor of the Duchy under the late Government, and the other two, Mr. Clarke Aspinall and Mr. P. F. Garnett, by the present Chancellor.

Matters relating to Attorneys.

A rule *nisi* for striking the name of a Liverpool attorney off the rolls has been obtained since the last report by the Law Society of the United Kingdom, upon evidence obtained through your committee.

Another case of grave misconduct by a Liverpool solicitor having been brought to the attention of your committee since this society was incorporated, your committee thought proper, acting under the advice of counsel, to petition the Court of Chancery in the name of the society, and the Court made an order suspending the soliciter from practising for ten years.

Timpron Martin and Atkinson Prizes.

The council of the Law Society of the United Kingdom reported last Michaelmas Term that the examiners had certified that there was no candidate from Liverpool or Preston in the year 1868 who was in their opinion entitled to honorary distinction, and that the gold medals of Mr. Martin and Mr. Atkinson had been withheld.

The President, in moving the adoption of the report, stated that during the last session of Parliament a great many measures had been considered to some extent affecting the legal profession, and, undoubtedly, seriously affecting the interests of the community. In reference to the Bankruptcy, the Debtors', and the Bankruptcy Repeal Acts of 1869, the committee had arrived unanimously at the conclusion that the existing state of the law was such that any alteration must almost of necessity be an amendment. Many of the alterations were of great importance, and some of them the committee had criticised with considerable severity. Various suggestions were made by the committee; and whilst some of them had been rejected, others had been introduced into the bills, and passed into law. Having detailed the proceedings taken by the committee in reference to the Admiralty Jurisdiction County Courts Act, the president observed that they objected to the bill on the ground that the county courts were not adapted or, at all events, they were so much occupied by other business that it was not desirable their practice in the direction of Admiralty cases should be extended; and whilst not objecting to the contents of the bill itself, they thought a better tribunal might have been established. The Common Pleas of Lancaster Act, they were glad to have the opportunity of saying, had become law, mainly through the exertions of Mr. West, the Attorney-General of the Duchy, and was likely to prove a great boon to the profession at large and to the public. In a few days the Act would come into active operation and the court would be one similar in jurisdiction to a certain extent, and in action entirely, to the Superior Courts of Law at Westminster. He felt great personal gratification that he had the honour to be the president of the society at a time when one of the most substantial boons to the profession in this county had been conceded; and he hoped they would avail themselves of it, and show their appreciation of what the committee had obtained for them. When the bill was on the verge of passing, being apprehensive that the prothonotary might be made a mere political appointment, and that, as had happened before, a gentleman who would not be acceptable to the profession might be thrust upon them, to the injury of both the profession and suitors, a deputation went to Lord Dufferin and urged upon his lordship the vast importance of appointing some one who would be acceptable to the profession. The deputation had every reason to be grateful to his lordship for the way in which they were then treated, and still more so for the substantial result which had followed from the interview. On the return home of the deputation it was suggested that Mr. T. E. Paget, the honorary secretary of that society, would suit the office very well, and a recommendation from the profession at large in Liverpool, that the appointment of that gentleman would be very acceptable to them, was thereupon transmitted to Lord Dufferin. Lord Dufferin had appointed their excellent friend Mr. Paget, and in the course of a few days the court would be opened. The president then referred at length to the question of Admiralty district registries, expressing his conviction that as one-third of the Admiralty business of the kingdom went from Liverpool there was ample scope for a registry here. He thought, also, that the county court was not a proper court to have Admiralty jurisdiction; and regretted that the Assessor of the Court of Passage, instead of holding six or seven sittings, would only consent to hold five annually, and that, too, for a large increase of salary. The only way of solving the difficulty was by establishing a district

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registry, and the committee, with the assistance of others, had already laid the basis for legislation to that end. In conclusion, the president said the committee had attended most sedulously and industriously during the past year, and he hoped their labours would tend to the benefit of the whole community.

Mr. M. J. Hore, vice-president, said he had very great pleasure in seconding the adoption of the report.—Carried unanimously.

On the motion of the Chairman, seconded by Mr. A. T. Squarey, the treasurer's statement for the past year was unanimously approved.

Mr. Timpron Martin then moved, "That the cordial thanks of the society be presented to the officers and committee for their services during the past year, and that the members regret that they will lose the able services of Mr. Paget, the hon. secretary. At the same time they congratulate him upon his appointment as District Prothonotary of the Common Pleas at Lancaster." From the internal evidence of the report, it appeared that the labours of the committee during the past year had been of a very onerous character, and he thought they would all agree with him that the thanks of the society were eminently due to the president and his colleagues on the committee. (Hear, hear.) The president had very properly and very feelingly referred to the services of Mr. Paget, and he was sure they all felt gratified at that gentleman's appointment to the position he was so shortly about to fill.—The motion was carried by acclamation.

The President, in acknowledging the vote, said he felt very much indebted to all those with whom he had been associated during his year of office for their kindness to him, and he could bear his personal testimony to the ready zeal and vigorous action of every member of the committee. It was a high source of gratification to him to feel that he had gained and kept the respect of his professional brethren.

Mr. M. J. Hore, vice-president, acknowledged the compliment.

Mr. T. E. Paget, who was received with general applause, said the society, by the vote which they had just passed, had added one more to the many favours which he had received at the hands of his professional brethren in this town. He had already had an opportunity of thanking those gentlemen whom he was most frequently in the habit of meeting round the table at the board-room, for the hearty way in which they came forward to assist him to obtain the office; and he could assure them that if it had not been that members of the profession and of that society urged him, in the first instance, to apply for the appointment, he should never have dreamed of doing so. Thanks, however, to the hearty support he had met with from the profession, the office of district prothonotary had been conferred upon him. He would assure them that the duties of the office appeared so important, and the powers attached to it so great, that he should have hesitated in accepting the post had he not felt confident of the kind consideration of the profession being extended towards him while he held it. After stating that he had been so fortunate as to secure the services of Mr. Hodges, who had been for many years in the Court of Passage, to assist him in his court, and expressing his obligations to his friend Mr. Fleet for many kind and most valuable suggestions, Mr. Paget briefly alluded to the arrangements of his new office. He then bore his testimony to the earnest way in which the committee had discharged their duties during the past two years, and said as long as they could get gentlemen in the foremost ranks of the profession to devote their most valuable time, and give the benefit of their experience to the management of the affairs of the society, so long they would not want an efficient secretary to do the ordinary routine work, and to assist them in extending and widening the influence which the society now possessed.

Mr. Timpron Martin moved, "That the strongest representations be made to the Lord Chancellor of the necessity for keeping open the Court of Bankruptcy for the Liverpool district for at least twelve months from the 1st of January next; and that it will be most inexpedient that the proceedings in the several bankruptcies then subject to the jurisdiction of that court, or the books and papers relating thereto, should be deposited in London." He believed that at present it was not the intention of the Lord Chancellor to order what the resolution suggested, but that arrangements would be made for transmitting to London the files of the bankruptcy estates; and as that course in the case of current estates would be a most inconvenient proceeding, he trusted the resolution would be passed.

Mr. F. D. Lowndes said he had great pleasure in seconding the resolution, but he must state that he could hardly credit the rumour which had been referred to. It would be such an act of transparent folly to take the papers from Liverpool to London, where they would be next door to useless, that he was quite sure, if the matter were represented to the Lord Chancellor, and to the chief judge of the Court of Bankruptcy, they would see the inadvisability of pursuing such a course.

The resolution was carried unanimously.

The society then proceeded to the election of seven members of the committee, when the following gentlemen were chosen:—Messrs. Hore, Bird, and Gill, re-elected; and Messrs. Albert Wright, J. O. Jones, J. E. Gray-hill, and Timpron Martin, new members.

Mr. R. A. Payne said he wished to inform the society that at the meeting of the Metropolitan Law Association, held at York lately, it was the unanimous opinion of those present that it would not be improper for any professional man to accept, under the new bankruptcy law, the office of trustee, and to receive his fees, not as *quasi* attorney, but as *quasi* trustee.

Mr. Peter Wright, as one of the oldest members of the profession in this town, moved a vote of thanks to the president for his conduct in the chair, and said he was proud to see Mr. Yates filling such a position as that of the head of the Incorporated Law Society of Liverpool.

Mr. Thomas Avison seconded the motion, which was carried by acclamation.

The President having acknowledged the compliment the proceedings ended.

We understand that since the annual meeting Mr. Maurice John Hore (late Vice-President) has been elected President, and Mr. J. H. E. Gill, Vice-President, of the society; and that Mr. E. W. Bird has been re-elected Treasurer, and Mr. A. T. Wright has been elected Secretary.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society, held on Tuesday, 9th November instant, Mr. E. C. Harvie, in the chair, the following question was discussed:—"Legal mortgage to M. Building Society; second mortgage to A. without notice of first. L. Building Society, without notice of second mortgage, pay off M. Society, get the title-deeds, procure receipt under 6 & 7 Will. 4, c. 32, s. 5, to be endorsed on first mortgage, and obtain mortgagor's execution of a mortgage to them to secure amount paid to M. Society. Are L. Society entitled to priority over A. for amount paid by them?" The debate was opened by Mr. Butterworth in the affirmative, and after an interesting discussion the question was decided in the negative by a majority of two. The number of members present was twenty-three. Two new members were elected, and two gentlemen proposed as members.

The *Bookseller* may be described as the organ of the book-world of England. It contains complete lists of all new and standard works; it reveals the operations of the whole publishing trade every month; and it is, moreover, enriched by short articles of intelligence, interesting and valuable to all readers and lovers of books, and careful little notices of new works of importance.—*The Home News.*

Our Ancestors as Legislators.—Upwards of two centuries since the following, amongst other Standing Orders, were printed, the first bearing date May 17, 1614:—"Ordered,—That this House shall sit every day at seven o'clock in the morning, and enter into the great business at eight, and no new motion to be made after twelve. Ordered,—That so soon as the clock strikes twelve Mr. Speaker do go out of the chair, and the House shall rise; and that, in going forth, no member shall stir until Mr. Speaker do go before, and then all the rest shall follow. Whosoever shall go out of the House before Mr. Speaker shall forfeit ten shillings, but that the reporters may go first. Ordered,—That no member of the long robe do presume to plead any cause at the bar of the House of Lords without leave." In 1693 it was "Ordered,—That no member of the House do presume to smoke tobacco in the gallery, or at the table of the House, sitting at committees."

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LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1869.

The intermediate and final examination of candidates took place on the 9th, 10th, and 11th inst., at the hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Benett, of the Court of Common Pleas, Mr. A. W. White, Mr. F. T. Bircham, Mr. John Young, Mr. J. M. Clabon, and Mr. R. B. Upton.

QUESTIONS.

I.—Common and Statute Law and Practice of the Courts.

1. Can an oral agreement to hire a servant for one year, to commence a week after making the agreement, be enforced? and give the reason for your answer.

2. By, and against whom, should actions be brought to recover debts owing to or contracted by a married woman before her coverture; and what is the effect of the death of the wife, as regards the rights and liabilities respectively of the husband with reference to such debts?

3. Who is the party primarily liable on a bill of exchange, and to what other party or parties should notice of dishonour be given?

4. What are the principal provisions of the summary procedure on Bills of Exchange Act?

5. Can the administrator of a sole executor, who dies intestate, sue for a debt due to the executor's testator; and if not, what should be done to clothe some person with power to sue? Would the case be different if there were an executor of the deceased executor?

6. State generally under what circumstances a master is, or is not, liable for the acts of his servant?

7. Is parol evidence admissible to alter or explain the effect of a written agreement under any, and, if any, what circumstances?

8. State the circumstances under which oral, or other secondary evidence of the contents of a written instrument can, or cannot, be given in a trial?

9. What is long, and what short notice of trial, and what is a sufficient countermand of notice of trial?

10. What step should be taken on the part of the plaintiff, when the defendant keeps out of the way, and avoids service of a writ of summons?

11. What is an interpleader; what the course of proceeding in an interpleader; and what is the most usual occasion for its adoption?

12. For what period does a writ of summons remain in force, and what step should be taken to keep it in force, if it cannot be served within such period?

13. What is a distress; and how is a distress for rent made?

14. What is an action of replevin?

15. Describe shortly the several usual proceedings in an ordinary action at law, to recover the price of goods sold.

II.—Conveyancing.

1. What is an estate of inheritance?

2. Give the usual form of limitations by which an estate can be settled by deed on A. B. for life, with remainder to his first and other sons successively in tail male.

3. A. B. dies intestate, leaving a widow and three children surviving him; in what proportions is his personal estate distributable between them?

4. If you were selling, in several lots, an estate held under one set of title deeds, what arrangement should you make in the conditions of sale with reference to the future custody and inspection of such title deeds?

5. What is the difference between a legal and an equitable estate in real property? Give an example.

6. Does the receipt of rent by a landlord, after notice of a breach of covenant by his tenant, amount to a waiver of the right of re-entry?

7. What are the essentials to a valid execution of a will under 1 Vict. c. 26?

8. Can a husband dispose of his wife's reversionary *chose in action* against her will?

9. Can the trustees of an ordinary power of sale sell the surface of lands, reserving the minerals, when the power contains no express authority to that effect?

10. When was the Succession Duty Act passed, and how does it affect the title to real property?

11. What is the mode of barring entails in copyholds since the 3 & 4 Will. 4, c. 74?

12. If a mortgagor desires to pay off a mortgage, must he give any, and what, notice to the mortgagee?

13. By what means can the freehold estates of a married woman be now conveyed?

14. What length of adverse possession will create a good title to lands; and does it make any, and what, difference, if the original owner was a minor when the adverse possession commenced?

15. A. B. makes a voluntary settlement of his lands on his children, and subsequently sells and conveys the same lands to a purchaser for valuable consideration, the purchaser having full notice of the voluntary settlement. Will the purchaser hold the lands free from the trusts of the voluntary settlement?

III.—Equity and Practice of the Courts.

1. Name some of the principal classes of cases in which courts of equity exercise jurisdiction.

2. Recapitulate some of the general maxims of equity, and give the meaning of each.

3. Is there any, and what, distinction in the action of Courts of Equity when invited to relieve against mistake in matter of fact and mistake in matter of law?

4. Define constructive fraud, and instance cases coming within it. How do Courts of equity regard such cases, and what jurisdiction do they exercise respecting them?

5. Define an express trust—an implied trust—a resulting trust—a constructive trust—and give an instance of circumstances under which a constructive trust would be considered as arisen.

6. Equity forbids parties standing in certain relations from becoming purchasers of, or acquiring interests beneficial to themselves in the property respecting which those relations exist. Mention some of the relations in respect of which this prohibition operates, and state on what principle it rests? And how you would get a case deserving such exception excepted from the operation of the general rule?

7. Letters passing between a proposing vendor and purchaser may, in one case, operate as a binding agreement of sale and purchase, and in another case, may not do so. Illustrate this position by instancing what letters must contain in order to operate to the former extent, and by what omission, &c., they may fall short of it.

8. Explain the difference between legal and equitable assets, and state the order in which assets for the payment of debts are administered under a decree.

9. Explain what is meant by the marshalling of assets. Give an example.

10. A., B., and C., have successively mortgages of the same property, A. having the legal estate. Subsequently C. takes a transfer of A.'s security, including the legal estate. Then B. seeks to redeem the first mortgage only. Will a Court of equity in any, and what, case aid him, and in any, and what, case decline?

11. What is meant by marshalling of securities. Give an example.

12. Explain the doctrine of election, and give an instance of its operation.

13. A female infant possessed of reversionary personalty, is about to be married, and a settlement of such personalty in contemplation of the proposed marriage is desired; can, and will a Court of equity aid in affecting a valid settlement? and what constitutes the peculiarity of the case?

14. Enumerate the several modes of commencing proceedings in chancery, and instance a case to which each respective mode is applicable.

15. Enumerate the several modes of defending a suit in chancery, and instance the circumstances in which each respective mode is applicable.

IV.—Bankruptcy and Practice of the Courts.

1. What are the requisites necessary to obtain an adjudication of bankruptcy against a trader at the instance of a creditor?

2. State the acts of bankruptcy which may be committed by a trader, and those which may be committed by a non-trader.

3. Can a debtor obtain adjudication against himself, and if so, how?

4. Give some account of the judgment debtor summons, and how adjudication can be obtained thereunder, and the like as to trader debtor summons.

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5. How are debts proved in bankruptcy; and must the debt be due in respect of which the proof is sought to be made, whether the consideration be a running bill of exchange, or goods sold upon credit which has not yet expired?

6. What are the remedies as to right of proof for sureties and persons liable for the debts of a bankrupt?

7. What remedy has the obligee in a bottomry or *respondentia* bond, or the assured in any policy of assurance, against the bankrupt's estate?

8. Is an annuity creditor entitled to prove, and if so, how is the amount of his proof ascertained?

9. Are the rights and remedies of a mortgagee affected if the mortgagor become bankrupt, and if so, how?

10. Give some account of the doctrine of order and disposition.

11. How can a bankrupt obtain his order of discharge, and what is the effect thereof when obtained?

12. State some grounds of objection to the bankrupt obtaining his order of discharge.

13. State some of the offences in respect whereof a bankrupt may be indicted.

14. How is the change effected from bankruptcy to arrangement—Bankruptcy Act, 1861, s.185, *et seq.*?

15. State what are the requisites in trust deeds for the benefit of creditors', composition, and inspectorship deeds, executed by a debtor—s. 192, *et seq.*

V. Criminal Law and Proceedings before Magistrates.

1. Into what classes may criminal offences be divided? and give a general description of each.

2. Mention the principal courts of criminal jurisdiction in England.

3. To which of the superior courts is the jurisdiction over crimes and misdemeanours confined, and by what different proceedings is the jurisdiction chiefly put in motion?

4. What is the nature and jurisdiction of the Court of Quarter Sessions, and how many justices must be present to hold a court?

5. What is the Court of Petty Sessions? State its nature, jurisdiction, and mode of proceeding.

6. When a person accused of any criminal offence is arrested, what course should be pursued to bring him to trial.

7. For what length of time may a prisoner be remanded before a magistrate?

8. Define the crime of larceny.

9. Is it any, and what, offence to destroy a will in the testator's life time.

10. Is it felony or misdemeanour (state which) to cancel, or obliterate the title deeds of another man's land, and, if so, under what statute?

11. Is a bailee converting goods to his own use guilty of larceny?

12. Define the offence of forgery.

13. Will the alteration of a genuine instrument amount to forgery, and if so, under what circumstances?

14. If a man draw a bill of exchange on a fictitous person, and accept the bill in the name of such person, is that an offence, and if so, of what character?

15. What are the principal recent statutes as to the consolidation and amendment of the criminal law?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR MICHAELMAS TERM, 1869.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. No. It cannot be enforced, because the 5th clause of section 4 of the Statute of Frauds enacts that no action shall be brought "upon any agreement that is not to be performed within the space of one year from the making thereof," unless the agreement be in writing, and signed by the party to be charged or by his agent.

2. Actions for debts owing to, or contracted by, a married woman before coverture, must be brought by or against the husband and wife jointly. By the death of the wife the husband's rights as regards such debts vest in him alone, as administrator of his wife. His liability to such debts ceases except to the extent of the property to which he becomes entitled as his wife's administrator.

3. The party primarily liable upon a complete bill of exchange is the acceptor. Notice of dishonour must be given by the holder to all prior endorsers and the drawer, if the holder wish to hold them liable.

4. The Act is 18 & 19 Vict. c. 67. It enables a plaintiff suing on a bill of exchange, promissory note, or cheque, within six months of the time within which it has become due, to obtain a writ in a special form, warning the defendant that unless within twelve days he obtains leave to appear and defend the action, and does appear and defend, judgment may be signed against him. This writ is endorsed with a copy of the bill, &c., sued upon. Leave may be obtained at judges' chambers by the defendant to appear and defend, if he shows by affidavit that he has a defeuce to the action, or if he pays as security into court the amount claimed. The expenses of noting a bill may be recovered in the action. There are some other provisions in the Act of minor importance. The chief peculiarity of the procedure is that the defendant has to obtain leave to appear and defend. Unless he does so judgment may be signed against him. In other cases the defendant has a right to appear without any leave.

5. No. The representation of the executor's testator is not continued by the executor's administrator. In order to sue for the debt administration to the testator's estate *de bonis non* must be obtained. The executor's administrator might, of course, also become the administrator of the testator, but a separate administration must be obtained. The executor's executor would continue the representation of the testator, and in that case no administration to the testator need be taken out; and such executor's executor could sue for a debt due to the testator.

6. *Primâ facie* one person is not liable for the acts of another. A master may, however, be liable for the torts of his servant if they are committed by the servant in the execution of the master's business, and in the ordinary course of the servant's employment. This liability depends upon the maxim *respondeat superior*, and exists where the wrongful act has not been authorised by the master. If the wrongful act is authorised by the master, then it is the master's act as much as if it had been done by his hand, and his liability does not depend upon the relation of master and servant as in the former case, but upon the rule of law *qui facit per alium facit per se*. A master is liable for the contracts of his servant only when he has expressly or impliedly authorised them.

7. Generally parol evidence is not admissible to alter or explain the effect of a written agreement. It may, however, be admitted—(1) to show fraud; (2) to show that the writing was subject to a condition precedent; (3) to explain the meaning of words, as if the agreement is in a foreign language, or in technical terms, or in cypher, or in language that has a special meaning by virtue of some usage of trade. Parol evidence is also admissible to add incidents to agreements when not contradicting the written terms if by usage such incidents are understood always to form part of such agreements; (4) to show the character in which a party has contracted, as if an agent or a surety. There are, besides, two or three other cases in which courts of equity admit verbal evidence to vary written contracts.

8. Generally oral evidence of the contents of a written document cannot be given. The exceptions to the rule are (1) when the document is destroyed or lost; (2) when its production is physically impossible or highly inconvenient; (3) when the document is in the possession of the adverse party who, after notice, refuses to produce it; (4) when it is in the hands of a third party who is not compellable by law to produce it, and who, being called as a witness upon a *subpœna duces tecum*, relies upon his right to withhold it; (5) when the law raises a strong presumption in favour of the existence of the document; (6) when the papers are voluminous; (7) when the question arises upon the examination of a witness on the *voir dire*.

9. Ten days is a long, and four days a short, notice of trial. By section 98 of the Common Law Procedure Act, 1852, "a countermand of notice of trial shall be given four days before the time mentioned in the notice of trial, unless short notice of trial has been given, and then two days before the time mentioned in the notice of trial, unless otherwise ordered by the Court or judge, or by consent."

10. The plaintiff should proceed under section 17 of the Common Law Procedure Act, 1852, by which the service of a writ of summons shall be personal where practicable, "but it shall be lawful for the plaintiff to apply from time to time, on affidavit, to the court out of which the writ issues, or to a judge, and in case it shall appear to such Court or judge that reasonable efforts have been made to effect personal service, and either that the writ has come to the knowledge of the defendant, or that he wilfully evades service of

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the same, and has not appeared, it shall be lawful for such Court or judge to order that the plaintiff be at liberty to proceed as if personal service had been effected."

11. An interpleader is a suit between two persons who claim property in the hands of a third person who claims no interest himself in such property. When rival claims by two persons are made on such third person, he can, after one of the claimants has commenced an action against him, obtain a judge's order calling on the two claimants to interplead—*i.e.*, to try between themselves the question which of them is entitled to the property. This question most frequently arises when goods seized in execution are claimed by some person who alleges that he, and not the judgment-debtor, is entitled to them. The sheriff, who, of course, has no interest himself in the goods, then can require the judgment-creditor and the claimant of the goods to interplead.

12. An ordinary writ of summons remains in force for six months. Writs can be renewed at any time while they remain in force for a further period of six months by being marked with a seal under section 11 of the Common Law Procedure Act, 1852.

13. A distress for rent service (there are other kinds of distress) is a seizure by a lessor of goods on land demised to obtain payment of rent due for such land. A distress is made by the seizure by the landlord or his agent of the goods on the demised land. If the tenant does not pay the rent, the goods seized may be sold, but the formalities required by 2 W. & M. ss. 1, c. 5, must be observed. The goods may be sold after five days notice, and after a proper appraisement as therein provided, and for the best price. The surplus, if any, after the sale of the distress, ought to be left in the hands of the sheriff. On payment of the rent and expenses the tenant is entitled to have the distrained goods returned to him.

14. An action of replevin is an action to recover goods distrained. A tenant whose goods have been distrained can obtain from the registrar of the county court a re-delivery of the goods distrained upon giving security that the tenant will commence and prosecute an action against the distrainor for a wrongful distress. The chief peculiarity of the action is that the plaintiff can obtain possession of goods alleged to be wrongfully taken before the action for such alleged wrongful taking is commenced. The object of the action is to test the legality of the distress.

15. The plaintiff commences by issuing a writ which ought to be specially indorsed with the amount and particulars of the plaintiff's claim. The defendant appears. The plaintiff declares, the defendant pleads, and the plaintiff joins issue. The cause then goes to trial, and if the plaintiff obtain a verdict he can sign judgment, and is then entitled to issue execution for the amount thereof unless the defendant pays it. If there is a demurrer in the pleadings it has to be decided by the Court in banc.

II.—Conveyancing.

(By H. N. Mozley, Barrister-at-Law.)

1. An estate of inheritance is an estate which is limited to a man and his heirs, or to a man and the heirs of his body.

2. "Unto and to the use of the said A. B. and his assigns for his life, without impeachment of waste, and from and after the decease of the said A. B. to the use of the first and every other son of the said A. B. successively, according to their respective seniorities, and the heirs male of their respective bodies.

3. The widow of A. B. will take one-third of his estate, and the three children will take the remaining two-thirds in equal shares. Thus the children will take each two-ninths of A. B.'s estate.

4. The arrangement to be made will appear from the following form given in Davidson, 2nd ed. vol. 1 p. 560:—

"The purchaser of the largest part in value of property held by the same title shall be entitled, after the completion of the sale of all such property, to the custody of the muniments of title composing the same, and shall enter into the usual covenants with the purchasers of the other parts of the same property for the production and furnishing copies of such muniments, such covenants to be prepared by and at the expense of the purchasers requiring the same. If any part of such property shall not be sold at this sale, the vendor shall retain the said muniments until all such property shall be sold, and the purchasers of the lots sold shall in the meantime be entitled, at t heir own expense, to the production of such muniments, and to copies of them, but not to a covenant for that purpose. The vendor will retain such muniments of title as relate to any of the property offered for sale, and also to other property not included in the sale, and will enter into the usual covenants with the purchasers for the production and furnishing copies thereof, such covenants to be prepared by and at the expense of the purchasers requiring the same, and to be made determinable on the vendor parting with the same muniments, and procuring (without expense to the purchasers) the person or persons to whom the same shall be delivered to enter into similar covenants with the purchasers or the persons for the time being entitled to the benefit of the vendor's covenants."

5. A legal estate in real property is an estate to which the owner is entitled in contemplation of a court of law, as distinguished from equity. An equitable estate is an estate to which the owner is entitled in contemplation of the Court of Chancery which administers equity.

Thus where land is vested in A. in trust for B., A., the trustee, has the legal estate, which he can maintain in a court of law; and he is accordingly entitled to receive the rents and profits; but B., the *cestui que trust*, is able, by virtue of his estate in equity, to oblige his trustee to come to an account, and hand over the whole of the proceeds.

6. The receipt of rent by a landlord after notice of breach of covenant by his tenant does in general amount to a waiver of the right of re-entry, assuming that the lease provides that upon breach of the condition *it shall be lawful for the lessor to re-enter*, and not that *the lease shall cease, determine, and become utterly void and of no effect*. It was observed by Lord Mansfield, in *Goodright* v. *Davids* (Cowper, 803)—"To construe this acceptance of rent, due since the condition broken, a waiver of the forfeiture is to construe it according to the intention of the parties. Upon breach of the condition the landlord had a right to enter. He had full notice of the breach, and does not take advantage of it; but accepts rent subsequently accrued. That shows he meant the lease should continue. Cases of forfeiture are not favoured in law, and where the forfeiture is once waived the Court will not assist it." (See Smith's Landlord and Tenant, 140—150, and cases there cited.)

7. The essentials to the valid execution of a will under the 1 Vict. c. 26, are that it shall be in writing, and signed at the foot or end thereof by the testator, or by some other person in his presence and by his direction; and such signature shall be made or acknowledged by the testator, in the presence of two or more witnesses, present at the same time; and such witnesses shall attest, and shall subscribe the will in the presence of the testator.

8. A husband cannot dispose of his wife's reversionary *chose in action* against her will, so as to deprive her of the enjoyment of it in the event of the marriage being dissolved in her lifetime, whether by divorce or death of the husband.

9. It was decided in *Buckley* v. *Howell* (29 Beav. 546) that the ordinary power of sale and exchange contained in settlements does not authorise the trustees to sell the lands with a reservation of the minerals. But now, by statute 25 & 26 Vict. c. 108, it is provided that every trustee and other person authorised to dispose of land by way of sale, exchange, partition, or enfranchisement, may, with the sanction of the Court of Chancery, to be obtained on petition in a summary way, dispose of the land without the minerals, or of the minerals without the land, unless forbidden so to do by the instrument creating the trust or power (Williams on Real Property, 8th ed. p. 298).

10. The Succession Duty Act (16 & 17 Vict. c. 51) was passed in the year 1853. By section 42 it is provided that the duty imposed by the Act shall be a first charge on the interest of the successor, and of all persons claiming in his right, in all the real property in respect whereof such duty shall be assessed.

11. By section 50 of the Fines and Recoveries Act (3 & 4 Will. 4 c. 74) all the previous clauses in the Act, so far as the circumstances and the different tenures admit, apply to lands held by copy of court roll, except that a disposition by a tenant in tail whose estate is an estate at law, must be made by surrender, and except that a disposition by a tenant in tail whose estate is merely an estate in equity, may be made either by a surrender or by a deed, and except so far as such clauses are otherwise altered or varied by the clauses which follow.

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Sections 51 and 52 have reference to the protector's consent; section 53 to equitable estates tail in copyholds.

By section 54, the surrender or the memorandums or a copy thereof, or the deed of disposition, or the deed of consent to the disposition, need not be enrolled otherwise than by entry on the court rolls.

A disentailing deed of copyholds must be entered on the court rolls within six months after the execution thereof; otherwise it will have no operation under the Act. (See *Honeywood* v. *Foster*, No. 1, 9 W. R. 855, 30 Beav. 1, *Gibbons* v. *Snape*, 11 W. R. 1087; Smith's Real and Personal Property, 754—756.)

12. A mortgagor must, after default made by him in payment of the money according to the proviso in the mortgage deed, give the mortgagee six calendar months' notice of his intention to pay off the mortgage, unless the mortgagee has taken any steps to demand payment (Coote on Mortgages, 528).

13. The freehold estate of a married woman may be conveyed by deed acknowledged by her according to the Fines and Recoveries Act (3 & 4 Will. 4, c. 74, s. 77).

14. Twenty years' adverse possession will create a good title to lands. If the original owner was a minor when the adverse possession commenced, he will have ten years after coming of age to bring his action to recover the land (3 & 4 Will 4, c. 27, ss. 2, 16).

The above answer assumes that the original owner held the lands in fee simple. If the original owner had a more limited interest, as for instance a life interest, the adverse possession will not avail as against the successor to the original owner.

15. The purchaser will hold the lands free from the trusts of the voluntary settlement (27 Eliz. c. 4; *Doe* v *Manning*, 9 East, 59).

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. Some of the principal classes of cases in which Courts of equity exercise jurisdiction are the following:—

a Cases of trusts.

b Administration of estates of testators and intestates.

c Cases having reference to the separate estates of married women.

d Cases of fraud, accident, and mistake.

e Partnership, and cases of account

f Cases where a plaintiff seeks specific performance of an agreement under circumstances where damages at law would not be an adequate compensation.

g Proceedings in the winding-up of joint-stock companies.

2. The following are some of the principal maxims of equity jurisprudence:—

a No right without a remedy.

This maxim must be understood as referring exclusively to rights capable of being judicially enforced without occasioning a greater detriment than would result from leaving them to be disposed of *in foro conscientiæ*. And it must also be understood to refer to cases where the party who is remediless at law has not lost his remedy by his own act or laches, and where there is no equal or superior adverse right.

b Equity follows the law.

The true meaning of this maxim is that equity is governed by legislative enactments and rules of law in regard to legal estates, rights, and interests, and by the analogy thereto in reference to equitable estates, rights, and interests, where such analogy plainly subsists, and where there are no peculiar circumstances rendering it necessary to deviate from this rule, or creating an equitable obligation in one of the litigant parties, and a corresponding equitable right in another.

This maxim does not apply to the case of a trust executory, which, as opposed to a trust executed, is a trust not finally or formally declared by the instrument creating it, but intended to be so declared by some future instrument.

c *Vigilantibus, non dormientibus, æquitas subvenit.*

The meaning of this maxim is, that equity discountenances *laches*, and, independently of any Statutes of Limitation, has refused to interfere where there has been gross *laches* in prosecuting rights, or long and unreasonable acquiescence in the assertion of adverse rights.

d Where there is equal equity the law must prevail.

In other words, if the defendant has a claim to the protection of a Court of equity equal to the claim which the plaintiff has to the assistance of the Court, there the Court will not interfere, but will leave the matter as it stands (Smith's Manual of Equity, 7th ed. p. 10, *et. seq.*).

3. In regard to mistakes in matters of law, it is a maxim that *ignorantia legis non excusat*. But where the mistake is one of title, arising from ignorance of a principle of law of such constant occurrence as to be understood by the community at large, this is considered sufficient to afford a presumption of undue influence, misrepresentation, mental imbecility, surprise, or confidence abused, so as to entitle the party to relief.

In regard to mistakes as to matter of fact, relief will be granted on the same presumption where the mistake is unilateral, and the fact was material to the act or contract, and was not doubtful from its own nature, and was a fact which would not be ascertained by such diligence or care as is usual in transactions of the like nature, and of which the other party was under a legal obligation to inform the mistaken person.

Where the mistake is mutual the transaction will be binding, except it was founded in a mutual surprise; or the mistake consists in supposing that the subject-matter of the contract existed, when in reality it was not in existence; or the mistake consists in one party supposing that he had purchased something which the other did not intend to sell; or the mistake is the result of a miscalculation by the defendant's agent in favour of the defendant (*Carpmael* v. *Powis*, 10 Beav. 36; Smith's Manual of Equity, 7th ed. 44, 45).

4. Constructive frauds are acts, statements, or omissions, which operate as virtual frauds on individuals, or, if generally permitted, would be prejudicial to the public welfare, and are not clearly resolvable into mere accident or mistake, and yet may have been unconnected with any selfish or evil design.

The following are instances of constructive frauds:—

a Agreements entered into as a reward for using influence over another, to induce him to make a will for the benefit of the obligor.

b Where a child recently after attaining majority makes over property to the father without adequate consideration, equity will set aside the proceeding as a constructive fraud, unless the father can show that the child was a free agent, and had adequate and independent advice.

Courts of equity treat proceedings tainted with constructive fraud as voidable and not void.

5. An express trust is a trust which is clearly expressed by the author thereof, or may fairly be collected from a written document (Smith's Manual of Equity, 7th ed. p. 113).

An implied trust is a trust which is founded in an unexpressed, but presumable, intention (Smith's Manual of Equity, 7th ed. p. 147).

A resulting trust is a trust the benefit of which results to the author of the trust or his representatives, owing to the trust being or becoming incapable of taking effect.

A constructive trust, as distinguished both from express and from implied trusts, may be defined to be a trust which is raised by construction of equity, in order to satisfy the demands of justice, without reference to any presumable intention of the parties.

A constructive trust may arise where a person who is only joint owner, acting *bonâ fide*, permanently benefits an estate by repairs or improvements; for a lien or trust may arise in his favour in respect of the sum he has expended in such repairs or improvements.

6. An agent or solicitor employed to sell cannot purchase from his principal unless he make it properly clear that he furnished his employer with all the knowledge which he himself possessed (*Lowther* v. *Lowther*, 13 Ves, 95; W. & T. Lead. Cas. Eq. 3rd ed. 143).

Assignees of a bankrupt cannot purchase his property (W. & T. 3rd ed. 148, and cases there cited).

Executors or administrators are not permitted to purchase for themselves any part of the assets of the testator or intestate (W. & T. 3rd ed. 147, and cases there cited).

A trustee cannot be allowed to purchase the trust property from his *cestui que trust*. Similarly a receiver or agent employed by a trustee in managing a suit cannot purchase (W. & T. 3rd ed. 139, 140, and cases there cited).

The principle of this prohibition is stated by Lord Eldon, in *Ex parte Lacey* (6 Ves. 627):—"Though you may see in a particular case that the trustee" (or person standing in a fiduciary relation) "has not made advantage, it is utterly impossible to examine upon satisfactory evidence whether

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he has made advantage or not." The trustee or person standing in a fiduciary relation has knowledge which the other party has not. Besides which, it is difficult for a person to observe properly the fiduciary relation if he appears in the same transaction in another character.

It is possible for a party standing in one of the relations above mentioned to take any particular case out of the general rule in regard to such purchases, by dealing at arm's length with the other party. Thus, a trustee desirous to purchase the property of his *cestuis que trust* might do so by handing over the trust to another person and fully disclosing all the circumstances, so as no longer to stand in the position of trustee. If, however, any of the parties interested are under disability, he cannot do this without leave of the Court (Lewin on Trusts, 4th ed. 339). And so with other persons placed in fiduciary positions.

7. If, upon a treaty for sale of an estate, the owner writes a letter to the person wishing to buy it, stating that if he parts with the estate it shall be on such and such terms (specifying them), and such person, upon receipt of the letter, or within a reasonable time after it, accept the terms mentioned in it, there will be a binding agreement between the parties. The letters will not constitute an agreement unless the answer to the offer is a simple acceptance, without the introduction of any new term. The acceptance may be by parol, but it must be an unambiguous act; and, therefore, the sending of a draft of conveyance may not in all cases amount to an acceptance; and, to be binding, it must be unconditional. In general the consideration appears plainly upon the face of the agreement. Performance will not be compelled on a note or letter if any error or omission, however trifling, appear in the essential terms of the agreement.

In the case of *Lord Middleton* v. *Wilson* (Sug. Vend. & Pur. 135), a bill was brought for specific performance. From letters which had passed between the parties, it appeared that a certain number of years' purchase was to be given for the land, but it could not be ascertained whether the rents upon a few cow-gates were 5s. or 1s., and, although there was no other doubt, Lord Hardwicke held that such an agreement could not be carried into execution. He said that in these cases it ought to be considered whether at law the party could not recover damages, for, if he could not, the Court ought not to carry such agreements into execution.

See, on this subject, Sug. Vend. & Pur. 14th ed. 128 –141.

8. Legal assets of a deceased person are property which creditors may make available in a court of law for the payment of debts, as having devolved upon, or been recoverable by, the executor or administrator, as such, for that purpose, simply by virtue of his office, even though the property may be of an equitable nature, and he has consequently been obliged to resort to a court of equity to vest it in himself.

Equitable assets are property which creditors can only make available in a court of equity for payment of debts, simply by virtue of an express disposition of the property, which must be carried into effect by a court of equity.

So that it is not the legal or equitable nature of the property, nor the remedy of the executor, but the remedy of the creditor, which determines whether the assets are legal or equitable.

Courts of equity follow the same rules in regard to legal assets which are adopted by courts of law, and give the same priority to the different classes of creditors which is enjoyed at law. Equitable assets are distributed *pari passu* among all the creditors.

Assets for the payment of debts are now generally applied in the following order:—

a General personal estate.

b Any estate particularly devised for the payment of debts.

c Estates descended.

d Property devised and bequeathed to particular devisees and legatees, but charged with the payment of debts.

e General legacies.

f Lands comprised in a residuary devise.

g Specific legacies and lands specifically devised. But in *Eddels* v. *Johnson* (6 W. R. 401, 1 Giff. 22) and *Pearman* v. *Twiss* (2 Giff. 130) Vice-Chancellor Stuart held that lands specifically devised, and lands included in a residuary devise, were applicable rateably. See, however, *Heasman* v. *Fryer*, 16 W. R. 162.

h Personalty and realty over which the person whose estate is to be administered has exercised a general power of appointment.

9. Marshalling of assets may be defined to be such an arrangement of the different funds forming part of the assets of a deceased person, being the common debtor of two creditors, as may satisfy every claim, so far as, without injustice, such assets can be applied in satisfaction thereof, notwithstanding the claims of particular individuals to prior satisfaction out of some one or more of these funds.

Thus, where one party has a charge on freehold and copyhold estate, and another party has a charge on the freehold only, the latter is entitled to require that the former should be satisfied out of the copyhold estate so far as it will extend (Smith's Manual of Equity, tit. iii. chap. ii.).

The principle of marshalling assets is applied not only as between creditor and creditor, but as between legatee and legatee, and as between legatee and creditor.

10. A., B., C. have successively mortgages on the same property, A. having the legal estate. Subsequently C. takes a transfer of A.'s security, including the legal estate. Then B. seeks to redeem the first mortgage only. Equity will assist B. in doing so if C., at the time of lending his money, had notice of B.'s incumbrance, but otherwise equity will decline to do so, even though C. should have had notice of B.'s incumbrance before taking a transfer of A.'s security (Smith's Manual of Equity, 7th ed. pp. 287—8).

11. The doctrine of *marshalling* is not confined to the administration of assets; but it is applied to other cases where the parties are living.

The general doctrine is, that if a creditor has a lien on, or interest in, two funds belonging to one person, and another creditor has a lien on, or interest in, one only of the funds, and the claims of both could not be satisfied if the former were to resort to the fund in which alone the latter is interested, then the latter creditor can, in equity, compel the former to resort to the other fund in the first instance for satisfaction.

Thus it has been laid down that if a person "who has two real estates mortgages both to one person, and afterwards only one estate to a second mortgagee, who had no notice of the first, the Court, in order to relieve the second mortgagee, has directed the first to take his satisfaction out of that only which is not in the mortgage of the second mortgagee, if that is sufficient to satisfy the first mortgage." Per Lord Hardwicke, C., in *Lanoy* v. *Duke of Athol* (2 Atk. 446); Tudor's Lead. Cas. Eq. vol. ii. 3rd ed. 90; Smith's Manual of Equity, 7th ed. 335).

12. Election is the choosing between two rights by a person who derives one of them under an instrument in which a clear intention appears that he should not enjoy both.

The doctrine of election arises in equity in cases where a grantor or testator gives away, either knowingly or by mistake, that in which he has no interest, or the whole of that in which another person besides himself has an interest, and in the same instrument makes a gift to the owner of the property so taken away, or to the person entitled to such interest. In such cases the owner of such property, or the person entitled to such interest, must elect between taking the gift and resigning his own property or interest.

Thus, where there is a power to appoint to two, and the donee of the power appoints to one only and gives a legacy to the other, he cannot claim the legacy and also dispute the validity of the appointment.

13. A Court of equity will aid in effecting a valid settlement of the female infant's reversionary personalty, according to the Infant's Settlement Act, 18 & 19 Vict. c. 43, s. 1, which includes every kind of property, whether real or personal, and whether in possession, reversion, remainder, or expectancy. The peculiarity of the case consists in the circumstance that the infant when married will not be able to dispose of her interest in the reversionary personalty even with her husband's consent, according to the old law, according to which a married woman could not dispose of reversionary interests in personal estate, which is not, in regard to property settled on marriage, altered by 20 & 21 Vict. c. 57 (See s. 4).

14. The following are the several modes of commencing proceedings in chancery:—

a By bill; which is the most usual way. Thus, for instance, if A. has agreed with B. to purchase an estate, and

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A. declines to complete the purchase, B., if he wishes to enforce performance of the agreement, will file a bill against A., which in this case is called a bill for specific performance.

b By information. This differs little from a bill; the principal difference being that it is filed in the name of the Attorney-General, whether or not at the instance of private parties, for some public object. Thus, if a party desired to check the pollution of a stream, or other public nuisance, by proceedings in chancery, he would proceed by information at the suit of the Attorney-General.

c By special case. This form of proceeding was introduced by Act of Parliament in the year 1850 (13 & 14 Vict. c. 35). A special case is applicable only where the parties are agreed as to the facts of their case, but desire the decision of the Court on the law applicable to those facts; as, for instance, if the parties desire the opinion of the Court on the construction of a deed or will.

d Petitions for the opinion of the Court. Thus,—by the statute 22 & 23 Vict. c. 35, s. 20, any trustee, &c., may apply to any chancery judge, either by petition in open court, or by summons in chambers, for advice as to the management of the trust property.

e Petitions generally. As, for instance, a petition under the Infants Settlement Act, 18 & 19 Vict. c. 43, whereby the Court is asked to approve of a settlement made by an infant on his or her marriage.

f Summons taken out at chambers. Thus, by 13 & 14 Vict. c. 35, s. 19, and 23 & 24 Vict. c. 38, s. 14, executors or administrators may take out a summons at chambers for an order to take an account of the debts and liabilities of a deceased person.

g The object last mentioned may also be obtained by a motion of course. But it is not usual to *commence* proceedings by motion in the Court of Chancery.

15. There are three modes of defending a suit in chancery:—

a By demurrer; which is applicable where the defendant wishes to contend that the bill (or information) does not, *upon the face of it*, show sufficient title to relief.

b By plea; which is applicable where the defendant is prepared with a short statement of facts not mentioned in the bill, which, if inserted in the bill, would have rendered it demurrable.

c By answer. This is applicable where the defence to the plaintiff's bill consists in the detailed disproof of some, and explanation of others, of the facts and circumstances relied on by the plaintiff; the effect of such disproof and explanation being to give an entirely new complexion to the case (see Haynes' Outlines of Equity, p. 71).

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. The petitioning creditor must attend in person before the Court to prove the debt, except upon special cause proved to the satisfaction of the Court. If the debtor is a trader the trading must be proved; if the debtor is a non-trader a copy of the petition must be served on him under section 70 of the Bankruptcy Act, 1861; and see as to substituted service *Re Calthrop* (16 W. R. 446).

N.B.—Under the new Bankruptcy Act which will come into operation on the 1st January next, the debt or the aggregate amount of debts due to the petitioning creditor or creditors will have to be £50, and will have to be a liquidated sum due at law or in equity (32 & 33 Vict. c. 71, s. 6).

2. The acts of bankruptcy which may be committed by a trader are—departing the realm or otherwise absenting himself or beginning to keep house, suffering outlawry, making a fraudulent conveyance or gift, and certain similar acts with intent, in any of these cases, to defeat or delay creditors (Bankruptcy Act, 1849, s. 57). Also, after petition filed, making a preference in favour of the petitioning creditor, making default under a trader-debtor summons, &c., suffering execution by seizure and sale of goods and chattels upon judgment for a debt of not less than £50 (Bankruptcy Act, 1861, s. 73).

The acts of bankruptcy which may be committed by a non-trader as well as a trader are—lying in prison after arrest for debt and not giving security, or escaping from prison (Bankruptcy Act, 1861, s. 71), adjudication of bankruptcy in a colonial court (*Ibid.*, s. 75), filing a declaration that he is unable to meet his engagements (*Ibid.*, s. 72), filing a petition for adjudication against himself (*Ibid.*, s. 86), and failure to pay or give security under a judgment-debtor summons (*Ibid.*, ss. 76, 77).

By section 70 of the Bankruptcy Act, 1861, a *non-trader* departing the realm or making a fraudulent transfer commits an act of bankruptcy.

N.B. Under the new Act (not yet in operation) similar acts of bankruptcy are enumerated in section 6.

3. A debtor can obtain an adjudication against himself under section 86 of the Bankruptcy Act, 1861, by filing a petition and a full and accurate statement on oath of his debts and liabilities, the names and residences of his creditors, and the causes of his inability to meet his engagements.

N.B. Under the new Act, part 1, no provision seems to be made for an adjudication on the petition of a debtor.

4. A judgment-debtor summons under section 76, &c., of the Bankruptcy Act, 1861, may be sued out by any judgment-creditor who is entitled to a writ of *ca. sa.* against the debtor. It must be served upon the debtor (sections 79 and 81), and if he appears on the summons he must submit to examination under section 82, and if he does not pay the debt and costs, or secure or compound for the same, to the satisfaction of the creditor, he may be adjudged bankrupt without petition (sections 83 and 84).

A trader-debtor summons under the 78th section of the Bankruptcy Act, 1849, may be issued by the Court on affidavit of the debt, the delivery to the trader of an account with a notice requiring payment. The summons must be served personally, and if the party appears to the summons he must submit to examination under section 79; and if he does not appear, or on appearance refuses to admit such demand, and does not depose that he has a good defence, then, under section 80, he is deemed to have committed an act of bankruptcy on default of payment within fourteen days from personal service of the summons; and, by section 81, if he admits the demand on appearance, and does not pay within seven days from such admission, this is also an act of bankruptcy.

N.B.—Under the new Act (not yet in operation) the process on debtor summons will be more simple (see section 7 of 32 & 33 Vict. c. 71).

5. Debts may be proved in bankruptcy by delivering or sending by post a statement thereof, accompanied by a declaration, signed by the creditor (section 144 of the Bankruptcy Act, 1861). Debts may also be proved after adjudication on oath under section 164 of the Bankruptcy Act 1849, and section 146 of the Bankruptcy Act of 1861.

In the case of a running bill of exchange the holder may receive a dividend, deducting interest at £5 per cent., to be computed from the declaration of a dividend up to the time when the debt would become payable, and in the case of goods sold upon credit which is not yet expired, the seller may prove his debt, deducting interest on a similar principle, under sections 165 and 172 of the Act of 1849.

N.B.—Similar provisions, with an important exception as to demands in the nature of unliquidated damages, are contained in section 31 of the new Act.

6. The remedies as to right of proof for sureties and persons liable to the debts of a bankrupt are to be found in section 173 of the Bankruptcy Act, 1849. If the surety has paid the debt he may stand in the shoes of the creditor, and if the creditor has not proved he may prove, and receive dividends with the other creditors.

The surety is entitled to compel the principal creditor to prove, and by receiving dividends to diminish his liability (*Ex parte Rushford*, 10 Ves. 409).

7. The obligee in a bottomry or *respondentia* bond, and the assured in any policy of insurance made upon good and valuable consideration, shall be admitted to claim, and after the loss or contingency shall have happened, may prove his debt or demand, and receive dividends with the other creditors as if the loss or contingency had happened before the filing of the petition against the obligor or insurer (s. 174 of the Bankruptcy Act, 1849).

8. An annuity creditor may prove under a bankruptcy under section 175 of the Bankruptcy Act, 1849, and the Court will ascertain the value, having regard to the original price given for the annuity, deducting therefrom such diminution in the value thereof as shall have been caused by the lapse of time since the grant thereof to the date of the petition for adjudication.

9. If a mortgagor become bankrupt the *rights* of the

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mortgagee may be affected by the doctrines as to fraudulent conveyance under the Statutes of Elizabeth, or by the doctrine of fraudulent preference. See as to the former of these *Twyne's case*, in 1 Smith's Leading Cases, and it must also be remembered that a conveyance to a creditor of his whole property or of the whole with the exception of merely nominal in consideration of a bygone and pre-existing debt is fraudulent under the Bankruptcy Act (see *Ex parte Forley*, 16 W. R. 831). The *remedies* of the mortgage creditor will be affected by the general doctrine that a secured creditor can only prove for his whole debt if he gives up his security, or he may receive a dividend in respect of the balance due to him after realizing or giving credit for the value of his security.

N.B.—The similar provisions as to proof by secured creditors are contained in section 40 of the new Act 32 & 33 Vict. c. 71.

10. Goods and chattels in the order and disposition of the bankrupt, *i.e.*, which he has in his possession as reputed owner by the consent of the true owner, may be sold and disposed of for the benefit of the creditors under the bankruptcy under section 125 of the Bankruptcy Act, 1849, but it is provided by that section that transfers of ships or shares thereof by way of mortgage or security if duly registered according to the provisions of the Ship Register Act shall not be invalidated.

N.B. The section of the new Act 32 & 33 Vict. c. 71, relating to order and disposition in section 15, clause 5, but it is to be noted that there is no exception as to assignments of ships.

11. The bankrupt may obtain his order of discharge either under section 110 of the Bankruptcy Act, 1861, upon proceedings in bankruptcy being suspended by creditors in meeting, or under section 158 of the Bankruptcy Act of 1861, after his last examination, fourteen days' notice of the sitting of the Court for such purpose having been given. Any creditor who has proved may be heard against such discharge, and the rules of granting orders of discharge are to be found in section 159.

The effect of the order is to discharge the bankrupt from all debts, claims, and demands proveable under his bankruptcy, and if he is afterwards arrested or any action is brought against him for any such debt, claim, or demand, he may plead in general that the cause of action accrued before he became bankrupt.

N.B. Under the new Act 32 & 33 Vict. c. 71, the rules, as to the order of discharge are contained in sections 47, 48, and an important addition is added that the discharge shall not be granted unless a dividend of ten shillings in the pound has been paid.

12. Some of the grounds of the objection against the bankrupt obtaining his order of discharge are—that the bankrupt has carried on trade by means of fictitious capital or has contracted debts without reasonable expectation of payment, or has wilfully omitted to keep proper books of account with intent to conceal the true state of his affairs, or that his insolvency is attributable to rash speculation or unjustifiable extravagance in living, or that he has put any of his creditors to unnecessary expense by frivolous or vexatious defence to any action or suit to recover money due. Besides these rules, if the bankrupt is convicted of a misdemeanour, his discharge may be refused or suspended (section 159 of the Bankruptcy Act, 1861).

13. Some of the offences in respect whereof a bankrupt may be indicted criminally are—concealing his effects, refusing to surrender himself, omitting to disclose a false proof of a debt, withholding the production of any deed or writing relating to his property, or mutilating any such deed or writing, fraudulently making away with any part of his property, and certain other frauds mentioned in the 221st section of the Bankruptcy Act, 1861.

14. Sections 185—191 of the Act of 1861 provide that three-fourths in number and value of the creditors meeting as therein mentioned may resolve to have the estate wound up by arrangement, and to apply to the Court to stay proceedings in the bankruptcy. The Court may confirm such resolution and stay proceedings, and upon complete execution of a deed of arrangement, and after due inquiries, may direct the deed to be registered and annul the bankruptcy, and the deed, if so registered, is to be binding on creditors not executing it.

15. The requisites in trust deeds, composition and inspectorship deeds, under section 192 of the Act of 1861, are the following:—First, a majority in number representing three-fourths in value of the £10 creditors must assent to the deed in writing before its executions. Secondly, the trustee of the deed, if any, must execute it. Thirdly, the execution of the deed by the debtor must be attested by an attorney. Fourthly, the deed must be registered within twenty-eight days. Fifthly, an affidavit as to the majority assenting to the deed, and also as to the assets of the debtor must be delivered to the registrar. Sixthly, such deed must be properly executed; and seventhly, immediately upon the execution by the debtor, possession of all the property comprised therein of which the debtor can give or order possession shall be given to the trustees.

By the 1st section of 31 & 32 Vict. c. 104, it was further enacted that such deeds should not bind dissentient creditors except on delivery to the registrar of, firstly, together with the deed, a list of the debts and liabilities of the debtor, the dates of and the considerations for such liabilities, the names, residences, and occupations of his creditors, the amounts due to them and the securities held by them; secondly, a statement of the debtor's property and credits, and the estimated value thereof.

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. Criminal offences are usually divided into three classes: (1) Treasons; (2) Felonies; (3) Misdemeanours. Treason is an offence against the Sovereign or the State. The distinction between felonies and misdemeanours is purely arbitrary, but the former are generally the more serious crimes. This distinction, however, does not always exist.

2. The Court of Queen's Bench is the principal criminal court. There are also the courts of quarter sessions, petty sessions, and the courts in boroughs; the three last of which have a limited criminal jurisdiction. There is also the court of criminal appeal called the Court for the Consideration of Crown Cases Reserved.

3. The Queen's Bench is the only one of the three courts which has jurisdiction over crimes. Its jurisdiction is generally put in motion by bill in the name of the sovereign, presented to and found by a grand jury (after which it is called an indictment), or occasionally in the case of misdemeanours, by a criminal information.

4 General Quarter Sessions are that species of general sessions which is held under the authority of the commission of the peace by two or more justices (one being of the *quorum*) at some place within the county, fixed by their precept, once in every quarter of a year, as directed by various statutes. The Court of Quarter Sessions is a court of oyer and terminer and a court of record, and not a court of inferior jurisdiction. Its jurisdiction is not unlimited although it is extensive. It comprehends all the lesser criminal offences. The following, amongst other crimes, are excluded from its jurisdiction:—murder, capital felonies, or any felonies which, when committed by a person not previously convicted of felony, is punishable by penal servitude for life, treason, misprision of treason, perjury, subornation of perjury, forgery, bigamy, abduction, bribery, and other serious crimes. The jurisdiction can only be ascertained by reference to the various statutes conferring jurisdiction on quarter sessions. It has also jurisdiction in some matters not criminal, as, for instance, in cases of rating and other civil questions, or between members of friendly societies.

5. Petty sessions are sittings of one or two justices of the peace, who are empowered by statute to try in a summary way, and without jury, such minor offences as are specified in the statutes giving them jurisdiction. Its jurisdiction is chiefly over crimes of comparatively small importance. It has also some jurisdiction in matters of a civil nature. Persons are brought before the Court of Petty Sessions by a summons or warrant. The Court then adjudicates on the matter before it.

6. He should be brought before a magistrate and evidence should then be produced to show that he is guilty of the crime of which he is accused. If a *primâ facie* case is made out the magistrate ought to commit him for trial. He may, however, in certain cases accept bail.

7. Under 11 & 12 Vict. c. 42, s. 21, a person accused may be remanded for any period at the discretion of the justices, "not exceeding eight clear days."

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Simple larceny is the wrongful taking and carrying away of the personal property of another with a felonious intent to convert it to the taker's own use without the consent of the owner.

9. By 24 & 25 Vict. c. 96, s. 29, "whosoever shall, either during the life of the testator or after his death, for any fraudulent purpose, destroy . . . the whole or any part of any will or codicil . . . shall be guilty of felony."

10. Felony. By 24 & 25 Vict. c. 96, s. 28, "whoever shall . . . for any fraudulent purpose cancel or obliterate . . . the whole or any part of any document of title to lands shall be guilty of a felony."

11. Yes. Under 24 & 25 Vict. c. 96, s. 3, a bailee converting the goods to his own use is guilty of larceny whether or not he breaks bulk or otherwise determines the bailment.

12. Forgery has been defined as "the fraudulent making or alteration of a writing to the prejudice of another man's right," or as "a false making, a making *malo animo* of any written instrument for the purpose of fraud or deceit."

13. Yes. A fraudulent insertion, alteration, or erasure in any material part of a true instrument whereby a new operation is given to it amounts to a forgery.

14. It is forgery, as the use of a fictitious name is sufficient to constitute the crime forgery.

15. The principal Acts are the Criminal Law Consolidation Acts, 24 & 25 Vict. cc. 94 to 100, inclusive. The Habitual Criminals Act of last session, 32 & 33 Vict. c. 99, is also an important statute.

QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

Michaelmas Term, 1869.

I.—From Chitty on Contracts.

1. What are specialties, and what simple contracts? and describe the principal differences between them?
2. What is an escrow?
3. Mention exceptions to the rule that both parties must be bound by a contract, or that neither is liable.
4. What is an implied contract?
5. When is it necessary that a simple contract should be in writing, and when not?
6. When is the property altered by the sale of a specific chattel, and when by the sale of goods part of a larger bulk?
7. What is the effect at law and what in equity of a grant of goods not in existence at the time of the grant?

II.—From Williams on the Principles of the Law of Real Property.

8. What estate is conferred by a grant to A. B. simply?
9. What was the ancient mode of barring an estate tail, and by what statute was the modern practice substituted?
10. A. B., the "purchaser" of an estate in fee simple, dies intestate, leaving surviving him a daughter by his first marriage, and two sons by his second marriage; to whom does the estate in fee simple descend?
11. Is a will revoked by the subsequent marriage of the testator?
12. What is the meaning and effect of "foreclosure," as regards the rights of mortgagor and mortgagee?
13. Does a covenant to produce title deeds run with the land?
14. An estate stands limited to such uses as A. B. may, by deed or will, executed in the presence of three or more witnesses, appoint—A. B. by his will, executed as required by the Will's Act, but in the presence of two witnesses only, assumes to exercise the power. Is his will a valid execution of the power?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. Describe the process of proving a will in chancery.
16. State some of the eighteen grounds on which a bill of discovery may be resisted.
17. What equity has a wife, and in respect of what property, against the assignees of her bankrupt husband; and wherein does it differ from what her equity would have been had there been no bankruptcy?
18. What contracts, debts, and charges of a wife are binding on her separate estate?
19. What is the practice of the Court as to the prperty of a ward who has married without settlement soon after attaining majority?
20. When will the Court interpose to stop a private nuisance?
21. What is a bill of interpleader? Give an instance.

IV.—Book Keeping.

22. What is the duty of a merchant or trader in reference to book-keeping—and what is likely to result from a neglect of that duty?
23. Give the names of the principal books of account required in book-keeping by single entry, and of any subordinate books which may occur to you.
24. If a merchant desires to know how he stands with regard to a particular correspondent, to which of his books does he refer? Give its name, and describe it?
25. If he desires to know how he stands with reference to the whole of his transactions, at any given time, how does he proceed? Give the name of the summary of his accounts to which he must have recourse, and describe it.
26. What is a "stock account?" State the items of which it is composed, on the one side, and on the other, and what is represented by the balance?

ADMISSION OF ATTORNEYS.

Michaelmas Term, 1869.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Wednesday ..... Nov. 24 | Thursday.....Nov. 25

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Thursday, the 25th of November, 1869, at the Rolls Court, Chancery-lane, at 4 o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Wednesday, the 24th of November.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

GENERAL EXAMINATION OF THE INNS OF COURT.

Michaelmas Term, 1869.

General Examination of Students of the Inns of Court, held at Lincoln's Inn Hall, on the 28th, 29th, and 30th days of October, and the 1st day of November, 1869.

The Council of Legal Education have awarded to George Lewis, Esq., Middle Temple, a studentship of fifty guineas per annum, to continue for a period of three years; to Charles Henry Turner, Esq., Lincoln's-inn, an exhibition of twenty-five guineas per annum, to continue for a period of three years; to Thomas Brett, Middle Temple, Joseph Alexander Shearwood, Lincoln's-inn, and Charles Septimus Medd, Inner Temple, Esqrs., certificates of honour of the first class; and to George Candy and James Cholmondeley Kaufmann, Inner Temple; Henry Bowles Franklyn, Thomas Goodman, William Meigh Goodman, Henry Forester Leighton, James Mudie, George Jarvis Notcutt, Middle Temple; Frederick William Groves, Frederic George Luke, Lincoln's-inn, Esqrs., certificates that they have satisfactorily passed a general examination.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, lecturer and reader on equity, Monday, Nov. 15, class A; Tuesday, Nov. 16, class B; Wednesday, Nov. 17, class C.—4.30 to 6 p.m.

Mr. H. W. Elphinstone, lecturer and reader on Conveyancing and the Law of Real Property, Friday, Nov. 19, lecture.—6 to 7 p.m.

Mr. G. B. Rothera, solicitor, Nottingham, has published a letter in the local papers stating that he refuses to qualify for the seat in the municipal ward to which he had been elected, on the ground that bribery and corruption had been resorted to to secure his return.

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COURT PAPERS.

IN THE COMMON PLEAS.

Michaelmas Term, in the 33rd year of the reign of Queen Victoria.

The Court of Common Pleas has appointed the following days to take the appeals against the decisions of the revising barristers transmitted to the masters of the Court of Common Pleas, pursuant to the statute 6 Vict. c. 18, s. 62—Wednesday, Nov. 17, Saturday, Nov. 20, Monday, Nov. 22.

County and Polling District.	Appellant.	Respondent.	Classification.
York, County of, West Riding, Bradford, Borough of	Brewer, J.	Town Clerk of Bradford	Joint Occupation.
London, City of	Smith, G. P.	Lancaster, C.	Occupation of Chambers.
New Windsor, Borough of	Durant, B. C.	Kennett, E.	Occupation as Naval Knight.
York, County of, S. W. Riding, Rotherham Polling District	Gainsford, R. J.	Brown, R.	Occupation.
Exeter, City of	Ford, B. J.	Harington, Rev. E. C.	Freehold Occupation as Canon Residentiary.
Middlesex, County of, Bethnal-green Polling District	Kirton, Rev. C.	Dear, F. C.	Freehold Benefice (Incumbent).
Cambridge, County of	Wallis, W.	Birks, Rev. T. R.	Freehold Interest, Perpetual Curacy.
Warrington, Borough of	Allen, John	Town Clerk of Warrington	Notice of Objection, List not Specified.
London, City of	Piercey, R.	Maclean, John	Rating, Counting House, Structural Severance.
Lancaster, County of, S. W. Division Liverpool Polling District	Brumfitt, W.	Overseers of the Parish of Liverpool	Freehold Pew.
Devon, County of, Southern Division	Greenway, J.	Hookin	Freehold Pew.
Marylebone, Borough of	May, F. S.	Overseers of Paddington	Lodger.
Tower Hamlets, Borough of	Grinyer, W. J.	Overseers of St. Anne, Limehouse	Lodger.

COURT OF COMMON PLEAS AT LANCASTER.

General Rules and Orders.

The Right Honourable Frederick Temple, Lord Dufferin, K.P., K.C.B., Chancellor of the Duchy and County Palatine of Lancaster, with the advice and consent of Sir James Hannen, Chief Justice, and Sir George Hayes, one of the Justices of the Court of Common Pleas at Lancaster, doth hereby, in pursuance of the Common Pleas at Lancaster Amendment Act, 1869, and in pursuance and execution of all other powers enabling him in this behalf; and the said Chief Justice and Justice do hereby, also in pursuance of an Act of Parliament passed in the session of Parliament, held in the fourth and fifth years of the reign of his late Majesty King William the Fourth, intituled "An Act for improving the practice and proceedings of the Court of Common Pleas of the County Palatine of Lancaster;" and in pursuance and execution of the Common Law Procedure Act, 1852, the Common Law Procedure Act, 1854, the Common Law Procedure Act, 1860, and of all other powers and authorities enabling them in this behalf, do make and publish the following general rules, and do order and direct as follows:—

All existing general rules and orders of the Court of Common Pleas at Lancaster, except the orders of the Spring Assizes, 31 Vict. (1868), are hereby cancelled.

Districts of the court.

1. For the purposes of the transaction of the business of the Court of Common Pleas at Lancaster, the County Palatine shall be considered as divided into three districts; one consisting of such parts of the county as are situated within the hundred of West Derby, such district being called the Liverpool district, another consisting of such parts of the county as are situate within the hundred of Salford, such district being called the Manchester district; and the third consisting of such parts of the county as are situate within the several hundreds of Lonsdale, Amounderness, Leyland, and Blackburn, such district being called the Preston district.

2. All causes, suits, and proceedings to be instituted from and after the 10th day of November next shall be instituted and transacted by or in the office of the district prothonotary of the district within which the address for service of the attorney, or of the plaintiff, when suing in person, by whom such causes, suits, and proceedings shall be instituted shall at the time of the same having been instituted, be situate and where the attorney instituting such suit shall have his address for service out of the county such causes, suits or proceedings shall be instituted in the district where the defendant then is or permanently resides.

3. In construing the following rules the word prothonotary shall be taken to include each district prothonotary, and the word court shall mean the Court of Common Pleas at Lancaster, unless the contrary be expressed.

4. The office of the prothonotary shall be open from ten o'clock in the morning till four o'clock in the afternoon on every day not being a Sunday, Christmas-day, Good Friday, Easter Eve, Easter Monday, Easter Tuesday, Whit Monday, or a day appointed for a public fast or thanksgiving, and not being a day which the Chancellor of the Duchy and County Palatine shall order to be kept as a holiday, except Saturdays, and on Saturday from ten o'clock in the forenoon until one o'clock in the afternoon, provided that in the Manchester and Preston districts the office of the prothonotary shall be closed during the whole of Whitsun week.

5. The prothonotary is empowered to do all such things, and to transact all such business, and to exercise all such authority and jurisdiction in respect of the said court, as by virtue of any statute or custom, or by the rules and practice of her Majesty's Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas, at Westminster, or any of them respectively, are now done, transacted or exercised by a judge of the said courts at Westminster, sitting in chambers, except (unless by consent of the parties) in respect of the following proceedings and matters, that is to say:—

The removal of causes from inferior courts, other than the removal of judgments, for the purpose of having execution.
Prohibitions and injunctions.
The referring of causes under the Common Law Procedure Act, 1854.
The rectifying of omissions or mistakes in the register under the Joint Stock Company's Acts.
Reviewing taxation of costs.
Staying proceedings after verdict.
Acknowledgments of married women; and
Orders charging stock, funds, annuities, or dividends, or the annual produce thereof.

6. In case any matter shall appear to the prothonotary to be proper for the decision of a judge, the prothonotary may refer the same to a judge, and the judge may either dispose of the matter or refer the same back to the prothonotary, with such directions as he may think fit.

7. That appeals from the prothonotary's order or decision shall be made by summons, such summons to be taken out within four days after the decision complained of, or such further time as may be allowed by a judge or prothonotary.

8. All summonses to attend a judge in chambers in this Court, whether by way of an appeal from an order of the prothonotary or otherwise, shall be issued out of the prothonotary's office, and made returnable either at the judge's chambers in London, or, if the judges shall at the time of the return thereof be on circuit in Lancashire, the same may, at the option of the attorney issuing the same, be made returnable at any place in Lancashire where the judges may be.

9. The judge shall indorse a memorandum of his order on the original of the summons, and deliver the same, together

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with any original affidavits used on the hearing of the summons, to the counsel, attorney, or agent of the party who has issued such summons, and he shall forward the same immediately by post, prepaid, to the prothonotary, who shall thereupon draw up the formal order.

10. In case such summons so indorsed shall not be received at the office of the prothonotary on the day following that on which such summons has been disposed of, it shall be lawful for the prothonotary to draw up the order from any minute or letter signed by the counsel or attorney of the opposite party.

11. The appeal to be no stay unless so ordered by a judge or prothonotary.

12. The costs of such appeal shall be in the discretion of the judge.

Attorneys.

13. Any attorney of one of her Majesty's superior courts may be admitted an attorney of this court on producing his certificate of admission in one of the superior courts at Westminster, and his certificate to practise, or otherwise satisfying the prothonotary thereof, and on signing the roll of attorneys of this court, but no attorney shall be admitted to practise in any district until he has signed the roll of that district.

14. The prothonotary shall cause to be kept an alphabetical book at his office, to be there inspected by any attorney of this court or his clerk, without fee or reward, and every attorney practising in the district shall enter in such book (in alphabetical order) his name and place of business, or some other proper place where he may be served with pleadings, notices, summonses, orders, rules, and other proceedings; and as often as any such attorney shall change his place of business, or the place where he may be so served as aforesaid, he shall make the like entry thereof in the said book, and all pleadings, notices, summonses, orders, rules, and other proceedings which do not require a personal service shall be deemed sufficiently served on such attorney if a copy thereof shall be left at the place lastly entered in such book, with any person resident at or belonging to such place; and if any such attorney shall neglect to make such entry, the fixing up of any notice, or the copy of any pleadings, notice, summons, order, rule, or other proceeding for such attorney in the prothonotary's office, shall be deemed a sufficient notice.

15. In all cases where a party sues or defends in person, he shall, upon issuing any writ of summons or other proceeding, or entering an appearance, enter in a book to be kept for that purpose at the prothonotary's office an address at which all pleadings, notices, summonses, orders, rules, or other proceedings not requiring personal service shall be left, and if such address shall not be entered in the said book, then the opposite party shall be at liberty to leave the same for him at his place of residence, or to proceed by sticking up all pleadings, notices, summonses, orders, rules, or other proceedings in the district prothonotary's office, without the necessity of any further service.

16. Service of pleadings, notices, summonses, orders, rules, and other proceedings shall be made before five o'clock p.m., except on Saturdays, when it shall be made before one o'clock p.m. If made after five o'clock p.m., on any day except Saturday the service shall be deemed as made on the following day, and if made after one o'clock p.m. on Saturday the service shall be deemed as made on the following Monday.

Service of pleadings, summonses, &c., by post.

17. If a pleading, notice, summmons, order, rule, or other proceding not requiring to be served personally, has to be served upon an attorney or party whose address for service is not in the same borough as the address for service of the attorney or party having to serve the same, such pleading, notice, summons, order, rule, or other proceeding may be served by enclosing the same in a wrapper or envelope, addressed to the attorney or party to be served therewith at his address for service, and forwarding the same by the general post prepaid and registered, provided that if no address for service of a party suing or defending in person shall have been given the same may be forwarded in manner aforesaid to his usual or last known place of residence, provided also that the prothonotary may when and if he shall think fit stay the issuing of any process or the drawing up or proceeding on any summons, rule, or order until the expiration of a period to be named by him after proof of such order, rule, or other proceeding having been served otherwise than by post.

18. Affidavits filed for the purpose of proving the service of notices, summonses, orders, rules and other proceedings by post shall state the time and the post office when and at which the letter or packet posted for effecting such service was so posted, and shall also state the words and figures forming the address of the letter or packet so posted.

Application by post for writs, &c.

19. Any attorney whose address for service is above seven miles from the office of the prothonotary shall not be required to attend there personally, or by a clerk or agent, for the purpose of applying for a writ or a summons, or to enter an appearance in the action, but may apply for or to enter the same by forwarding the necessary documents, completely filled up and ready for sealing or signing by the prothonotary, to the prothonotary at his office, by post prepaid, provided there be enclosed therewith a post-office order, payable to the prothonotary or his order at the post-office nearest to which the prothonotary's office is situate, for the fee payable to the prothonotary upon the issuing of such writ or summons, or the entry of such appearance, and provided there be also enclosed therein an envelope properly stamped and addressed to the attorney making such application, wherein such writ or summons, when issued, may be transmitted to him by post, an order of the prothonotary when drawn up, may be transmitted to the attorney entitled thereto in like manner.

Application of Common Law Procedure Act, 1852.

20. In addition to those enactments and provisions of the Common Law Procedure Act, 1852, which are applied by section 229 to the Court, the enactments and provisions of the said Act, with respect to concurrent writs (except as to service elsewhere than in the County Palatine of Lancaster), and all the provisions of the said Act with respect to notice of trial and inquiry and countermand thereof, and with respect to the action of ejectment are hereby applied to the Court.

Application of rules of the Courts at Westminster.

21. The under-mentioned General Rules of the Superior Court of Common Law at Westminster shall, so far as the same are applicable *mutatis mutandis*, be, and they are hereby adopted as General Rules of the Court of Common Pleas at Lancaster.

The Regulæ Generales as to pleading of Hilary Term, 1853, numbers 1 to 32, both inclusive.

The Regulæ Generales of Hilary Term, 16 Vict., January 11th, 1853, except those numbered 1, 7, 9, 31, 34, 36, 39, 43, 45, 47, 75, 120, 131, 132, 144, 147, 150, 154, 158, 164, 166, 167, 173, and 175.

Rules of Michaelmas Vacation, 27th November, 1854. The forms of proceedings contained in the schedules to the said Regulæ Generales and rules respectively may be used in the cases to which they are applicable with such alterations as the nature of the action, the description of the Court in which the action is depending, the character of the parties, or the circumstances of the case, may render necessary; but any variance therefrom, not being in matter of substance, shall not affect their validity or regularity.

Regulæ Generales of November 26th, 1855.

Regulæ Generales of Easter Term, April 23rd, 1857.

Regulæ Generales of Hilary Term, January 30th, 1858.

Regulæ Generales of Hiliary Term, 25th Vict., January 21st, 1862.

Regulæ Generales of Trinity Term, 6th June, 1867.

Attorney's costs.

22. The directions to the masters of the said courts at Westminster, and the scale of costs of 27th January, 1853, shall be taken as directions to the prothonotary, and as the scale of costs of the court, *mutatis mutandis*.

Prothonotary's fees.

23. The table of fees to be taken in respect of business to be transacted before the prothonotary shall be the same as by the table of fees of the said courts at Westminster, published in the *London Gazette* of 24th November, 1852, are specified as proper to be taken in the offices of the masters and in the chambers of the judges.

Writ of summons.

24. When a writ of summons is endorsed in the special form mentioned in section 27 of the Common Law Pro-

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cedure Act, 1852, the following are the amounts which may be endorsed by the plaintiff's attorney upon the writ for costs of judgment, and to include mileage:—

In actions above £20, £3 8s. 0d.
In actions under £20, £2 14s. 0d.

Where the plaintiff's attorney, at the time of issuing the writ, claims more than the sum fixed as above, the endorsement on the writ of summons, in respect of costs, shall be as follows,—"Such sum as shall be allowed on taxation for costs." And in case the plaintiff shall be found not entitled to more costs than such fixed sums, or, if more than one-sixth shall be disallowed, the plaintiff's attorney shall pay the costs of taxation; so if the attorney has endorsed on the writ one of the fixed sums for the costs of judgment, and claims more costs on signing judgment, and on taxation shall be found not entitled to more than such sum, or if more than one-sixth be taken off on taxation, the plaintiff's attorney shall in like manner pay the costs of taxation;

Pleadings.

25. When the defendant shall appear either in person or by attorney, the declaration and all pleas and other subsequent pleadings shall be delivered between the parties or their attorneys, as the case may require.

26. All pleas to the jurisdiction shall be delivered before the expiration of four days from the delivery of the declaration.

27. In all cases the time for pleading in bar, unless extended by the prothonotary, shall be eight days.

28. Either party may give to the opposite party a notice to reply or rejoin, as the case may be, in four days, otherwise judgment; but the prothonotary may, at his discretion, grant further time to reply.

Costs in gross.

29. In all cases upon interlocutery applications, where the Court or a judge shall deem it proper to award costs to either party, it shall be optional with the Court or a judge to refer the costs to the prothonotary to be taxed, or, by the order, direct the payment of a sum in gross in lieu of taxed costs, and also to direct by and to whom such sum in gross shall be paid.

Return of summons.

30. If the opposite attorney shall not endorse on the summons his consent to an order, and shall not attend at the return thereof, or within half an hour thereafter, the order required may be made on an affidavit of service and attendance of the summons.

General practice.

31. The practice, where no rules and orders apply to the contrary, shall be as nearly conformable as may be to the rules and practice of the Superior Courts at Westminster, as the same now are or hereafter may be made or altered.

DUFFERIN AND CLANDEBOYE.
JAMES HANNEN.
G. HAYES.

23rd of October, 1869.

THE NEW PREMIER OF CANADA.—Sir John Alexander Macdonald, K.C.B., who has formed a new Administration in Canada, is the eldest son of the late Hugh Macdonald, Esq., of Kingston, Canada West, who was a native of Sutherlandshire, in Scotland, but established himself in Canada in the year 1820. The new Canadian Premier was born in 1815, and received his early education at the Royal Grammar School of Kingston, Canada, whence he proceeded to Queen's University, in that colony, where he eventually graduated as LL.D. He was called to the Canadian Bar in 1836, and in ten years was advanced to the dignity of Queen's Counsel, when he became a bencher of the Law Society of Upper Canada. In 1844 he entered the Parliament of Canada West, being chosen as the representative of Kingston. He held various offices in the Government, including those of Commissioner of Crown Lands and Receiver-General. He served as Attorney-General from September, 1854, till May, 1862 (with only the interval of a few days), and again from 1864 to July, 1867, when he was appointed the first premier of the united provinces of Canada, and was at the same time made a member of the Privy Council of the Canadian dominion. He had previously been sent to England as chairman of the conference of delegates from British North America on the measure of confederation, and at the conclusion of their labours was created an extra Knight-Commander of the Civil Division of the Order of the Bath. Sir John Macdonald, who has thus become premier a second time, has been twice married.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 12, 1869.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 93¼	Annuities, April, '85, 11 15-16
Ditto for Account, Dec., 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅛	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 91⅜	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct.Apr.'74, 212	Ind. Enf. Pr., 5 p C., Jan.'72 105
Ditto for Account	Ditto, 5½ per Cent., May,'79 110⅛
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April,'64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¼	Do. Bonds, 4 per Ct., £1000 28 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 28 p m
Ditto Enfaced Ppr., 4 per Cent. 92½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	71½
Stock	Caledonian	100	80½
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	36¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	56
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	124½
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	119
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	84
Stock	Midland	100	118
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	10
Stock	North Staffordshire	100	57
Stock	South Devon	100	42
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	55 0 0
3444	5 pc & bs	Eagle	50	5 0 0	6 12 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	94 0 0
4600	5 per cent	Do. New	50	50 0 0	
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 10 0
7500	10 per cent	Imperial Life	100	10 0 0	16 0 0
50000	12 per cent	Law Fire	100	2 10 0	3 11 3
10000	32½ pr cent	Law Life	100	63 17 6	89 12 6
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5 & 7½ 6d pc	Legal & General Life ...	50	5 0 0	9 5 0
20000	4 & 12s 6d pc	London & Provincial Law	50	4 17 6	4 12 6
40000	25 per cent	North Brit. & Mercantile	50	6 5 0	21 10 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
659220	20 per cent	Royal Exchange... ...	Stock	All	

MONEY MARKET AND CITY INTELLIGENCE.

At the opening of the past week the markets were generally inactive. Subsequently a marked improvement has taken place in the railway market, especially as to the home stocks and shares. Consols show a slight tendency towards firmness, but foreign securities are inactive. At the fortnightly Stock Exchange settlement on Wednesday there was a heavy demand for money; the pressure, however, soon abated.

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A MARRIED WOMAN ADMITTED TO THE BAR IN IOWA.

A few weeks since, Mrs. Arabella A. Mansfield, A.B., of Mount Pleasant, Iowa, was admitted to the bar, and authorized to practise law in that State.

The Mount Pleasant *Journal*, in giving an account of her admission, says :—

"Mrs. Mansfield is a young married lady, of about twenty-four years of age, is a graduate of the Iowa Wesleyan University, and a lady of a strong mind. That she has the brains and the necessary ability to make a good record for herself in the profession of her choice, no one will dispute. Her husband, Prof. J. M. Mansfield, was also admitted at the same time.

The following is a part of the report of the committee appointed by the court to examine Mrs. Mansfield :

"Your committee take unusual pleasure in recommending the admission of Mrs. Mansfield, not only because she is the first lady who has applied for this authority in this State, but because, in her examination, she has given the very best rebuke possible to the imputation that ladies cannot qualify for the practice of law. And we feel confident from the intimation of the court given on the application made that we speak not only the sentiments of the court, and of your committee, but the entire members of the bar, when we say that we heartily welcome Mrs. Mansfield as one of our members, and most cordially recommend her admission.

"GEORGE B. CORKHILL,
"E. A. VANCISE, } Committee."

Hers is the only instance, we believe, of a lady making application to be admitted to the bar in Iowa.—*Chicago Legal News.*

A JURY ROUNDLY REBUKED.—The *Chicago Legal Journal* has the following :—The recent trial of the engineer, Griffin, the author of the Mast Hope disaster on the Erie railroad, affords a theme for much newspaper comment. In disobedience of a rule of the road, he started his engine without orders, and the consequence was a collision which caused the death of six persons and the injury of many more. The coroner's jury directly charged the engineer with wilfully causing the disaster; but when he was put upon his trial, though the evidence was undisputed and the charge of the judge strong against him, the jury returned a verdict not guilty. Judge Barrett, before whom Griffin was tried, was very indignant at the verdict, and when the jury assembled next day, he poured out his wrath upon them in a remarkable address which is thus reported :—

"Gentlemen : You last night returned into court after a hearing of two days, with a verdict of not guilty in the case of the Commonwealth against James Griffin. This was not expected, and your verdict was against law, against justice, and an outrage against humanity. You violated the obligations of your oath—a plain, simple obligation to render a verdict according to the evidence. Instead of that you rendered a verdict against every particle of evidence. The cause of defendant was abandoned by his counsel. Drowning men will catch at straws. The theory of the defence is unknown to the law, and the counsel for the defendant did not believe it themselves. I was, and still am, astonished at your verdict. I am astonished that you should in this way set aside the law and violate your oaths; and I trust that the spirits of the dead, dying, bleeding, and burnt victims of Mast Hope will rebuke you as long as you live. We have no power to cure the great wrong which you have inflicted on the community."

The judge continued at considerable length, and concluded his rebuke to the astonished jury as follows :—

"In future I hope that you will feel a proper regard for your oaths. You are now discharged from any further duty at this court. You are not fit to sit as jurymen. I will not try causes before such a jury."

There is a probability (according to the *London Scotsman*) of the vacancy of the Court of Session, caused by Lord Manor's death, not being filled.

What would our subscribers say if we were in the habit of regaling them with paragraphs such as the following, which we take from the *Chicago Legal News* ?—"On Thursday evening of this week the family circle of Robert T. Lincoln, a member of the Chicago bar, and son of our lamented President, was increased by the addition of a charming little daughter." The *C. L. N.*, it may be remembered, is edited by a lady.

The *New York Tribune* of October 15 says, speaking of the suicide of the late Lord Justice Clerk :—"Does not this indicate in corrupt England a tenderness of public conscience which free America has long out-grown? It would be easy to name a hundred legislators in this country who hold up their heads under far more damaging accusations, and a score of judges to whom bribery may almost be called a regular source of income. But not one of them would blush to send a poor wretch to jail for offences to which they themselves are regularly accustomed."

A FEMALE LAWYER ON LAWYERS GENERALLY.—The Montgomery (Ala.) *Advertiser* says :—One day last week a novel case was tried in the Court House at Grenville. Judge M. C. Lane brought suit against Miss Josephine Hutton for a fee. The lady appeared in court, pleaded her own case, examined witnesses, and made a long speech to the jury. The case, however, went against her. Her reason for appearing was that she did not believe an honest lawyer was to be found in the country. She said, among other things, that if an earthquake was to come and the clouds were to fall, she believed that the first thing thought of by the lawyers would be the collection of their fees preparatory to entering upon that long journey in search of a future home deep down in the dominions of his Satanic Majesty, whither they were all slowly but surely tending.

Messrs. Macniven & Cameron have sent us sample boxes of their "Owl," "Pickwick," and "Waverley" Pens. We can safely recommend all three to the notice of the profession.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COLLINS—On Nov. 10, at 18, Coleshill-street, Eaton-square, the wife of R. Henn Collins, Esq., Barrister-at-Law, of a daughter.

DALZIEL—On Nov. 7, at 28, Dublin-street, Edinburgh, the wife of John Dalziel, Writer to the Signet, of a son.

FERGUSON—On Nov. 9, at 1, Greville-road, Richmond, the wife of Richard S. Ferguson, Esq., Barrister-at-Law, of Lincoln's-inn, of a daughter.

MARSHALL—On Nov. 6, the wife of Thomas Marshall, Solicitor, High Wycombe, of a son.

MARRIAGES.

LEA—COOPER—On Nov. 4, at St. Peter's Collegiate Church, Wolverhampton, James Lea, Esq., Barrister-at-Law, of the Middle Temple, to Ellen, only child of the late Thomas Cooper, Esq., of Stourbridge, Worcestershire.

DEATHS.

BRADLEY—On Oct. 16, at his residence, Slyne House, near Lancaster, Robert Greene Bradley, Esq., Senior Bencher of Gray's-inn, and J.P. for the county of Lancaster, aged 81 years.

DAVISON—On Nov. 10, at Underriver House, Sevenoaks, Jane Anna, the wife of J. R. Davison, Esq., Q.C., M.P., aged 40.

EWER—On Nov. 6, at St. Hilary's, Wallasey, Cheshire, Harry Alexander Ewer, aged 53.

ROUGH—On Nov. 5, at Motcombe House, East Molesey, Surrey, W. H. Rough, Esq., Barrister-at-Law, only son of the late Sir Wm. Rough, Chief Justice of Ceylon.

SHOARD—On Oct. 31, at St. Thomas's Hospital, John Shoard, Solicitor, of London, aged 32.

WALKER—On Nov. 6, at Little Heath, North Mymms, Herts, John Walker, Q.C., and a Bencher of Lincoln's-inn, in his 78th year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—"The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—[ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, NOV. 5, 1869.

LIMITED IN CHANCERY.

Italian Land Company (Limited and Reduced).—Petition, presented June 17, for reducing the capital from £1,500,000, divided into 30,000 shares of £50 each, to the sum of £200,000, divided into 20,000 shares of £10 each, with £5 per share paid up thereon. A list of the persons admitted to have been creditors of the company is made as for July 31, and may be inspected at 16, Leadenhall-st, on payment of the charge of 1s. Any person who is not entered on the said list, must, on or before Dec 10, send in his name to Mr. G. M. Clements, 60, Threadneedle-st, or in default thereof he will be precluded from objecting to the proposed reduction of capital. Clements, Threadneedle-st, for Bircham & Co, solicitors for the company.

South Wales and Cannock Chase Coal and Coke Company (Limited and Reduced).—Petition for reducing the capital from £40,000 to 16,000, presented May 8, directed to be heard before Vice-Chancellor Stuart on Nov 19. Hancock & Co, Carey-st, Lincoln's-inn, for Beale, Worcester, solicitor for the company.

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UNLIMITED IN CHANCERY.

Medical Invalid and General Life Assurance Society.—Petition for winding up, presented Nov 3, directed to be heard before Vice-Chancellor James on Nov 13. Miller, Copthall-ct, Throgmorton-st, solicitor for the petitioner.

Metropolitan Counties and General Life Assurance and Annuity, Loan and Investment Society.—Petition for winding up, presented Nov 3, directed to be heard before Vice-Chancellor James on Nov 13. Evans & Co, Nicholas-lane, solicitors for the petitioners.

TUESDAY, Nov. 9, 1869.

LIMITED IN CHANCERY.

Oil and Tallow Refining Company (Limited).—Petition for winding up, presented Nov 6, directed to be heard before Vice-Chancellor Malins on Nov 19. Snell, George-st, Mansion-house, solicitor for the petitioner.

Prudent United Assurance Company (Limited).—Petition for winding up, presented Nov 8, directed to be heard before the Master of the Rolls on Nov 20. Westall & Roberts, Leadenhall-st, solicitors for the petitioners.

Sankey Brook Coal Company (Limited).—Petition for winding up, presented Nov 6, directed to be heard before Vice-Chancellor James on Nov 20. Flux & Co, East India-avenue, for Bateson & Co, Lpool, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Nov. 9, 1869.

Falmouth Pensioners' Burial Society, Staff Officers Station, Falmouth, Cornwall. Nov 4.

Labourers' Accident and Burial Society, Mitre-inn, Church-st, Lancaster. Nov 6.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 5, 1869.

Preston, Sarah, Bexley, Kent, Spinster. Dec 2. Preston v Dann, V.C Malins. Gibson, Dartford.

TUESDAY, Nov. 9, 1869.

Bevan, Reece, Wigan, Lancashire, Esq. Dec 8. Bethell v Cross, V.C Stuart. Leigh & Ellis, Wigan.

Boone, Edwd, Neath, Glamorganshire, Ironmonger. Dec 6. Kidd v Boone, V.C. James. Randall, Neath.

Brader, Mary, Maida-vale, Paddington, Widow. Nov 25. Brader v Kerby, V.C. Stuart. David, Swansea.

Downs, John, Little Newport-st, Newport Market, Grocer. Dec 15. Downs v Downs, V.C. James. Burne, Bath.

Tyrrell, John, St Leonard, Devonshire, Esq. Dec 2. Tyrrell v Tyrrell, M. R. Bencraft, Barnstaple.

Willson, Wm Thos, Willson's Wharf, Tooley-st, Southwark, Wharfinger. Dec 4. Willson v Willson, V.C. Malins. Chalk, Moorgate-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 5, 1869.

Ashton, Thos, Adlingfleet, York, Farmer. Dec 6. England & Son' Goole.

Baker, Rev Geo Bayldon, Glazeley, Salop, Dec 31. Garrett, Doughty-st, Mecklenburgh-sq.

Cable, Wm Hy, Old Church-rd, Stepney, Gent. Dec 10. Baddeley & Sons, Leman-st.

Cole, Edward Joseph, New-rd-st, Gent. Jan 1. Smith, New-sq, Lincoln's-inn.

Collins, John Taylor, Binfield, Berks, Schoolmaster. Dec 10. Nash & Co, Suffolk-lane.

Coragio, Amelia, St James'-rd, Holloway, Widow. Dec 10. Nash & Co, Suffolk-lane.

Duckels, Thos, Goole, York, Gent. Dec 6. England & Son, Goole.

Eads, John, Moulton, Northampton, Farmer. Dec 1. Jeffery & Son, Northampton.

Fryer, Rev Chas Galliver, Brighton, Sussex. Dec 25. Garrard & James, Suffolk-st, Pall Mall East.

Hargreaves, Jas, Draughton, York, Gent. Jan 1. Brown, Skipton.

Haymes, Thos, Thirsk, York, Surgeon. Jan 10. Ingram, Leicester.

Hepworth, Bonghey, Albion-rd, St John's-wood, Esq. Feb 3. Hart & Davies, Abchurch House, Sherborne-lane.

Hewgill, Arthur, Repton, Derby, Doctor. Dec 31. Dewe, Derby.

Meadway, Geo, St James's-rd, Croydon, Esq. Nov 30. Hogan, Martin's-lane, Cannon-st.

Reynolds, Jas, Fazakerley, Lancashire, Farmer. Dec 1. Teebay & Lynch, Lpool.

Slade, Joseph, Weymouth, Dorset, Esq. Jan 1. Andrews & Pope, Dorchester.

Smith, Wm Annet, Blandford Lodge, Chiswick. Dec 31. Duncan & Murton, Southampton-st, Bloomsbury.

Stanley, Right Hon Edward John, Baron, Alderley. Jan 1. Tathams & Co, Frederick's-pl, Old Jewry.

Stevenson, Joseph, London-wall, Accountant. Dec 15. Herbert, New-inn.

Tarratt, Joseph, Berrington Hall, Leominster, Hereford, Esq. Jan 1. Rutter & Co, Wolverhampton, or Cowdell & Grundy, Bridge-row, Cannon-st.

Tooth, Robt, Wandsworth, Surrey, Gent. Dec 25. Daintrey & Son, Petworth.

Tooth, Edward, Fir Grove, Sussex, Esq. Dec 25. Daintrey & Son, Petworth.

Whitehead, Robt, Commercial-rd, Peckham, Licensed Victualler. Nov 20. Ingle & Co, Threadneedle-st.

Wright, Debden, Anstey, Herts, Farmer. Dec 22. Richardson, Much Hadham.

Wyton, Mary Ann, Leighton Bussard, Bedford, Widow. Dec 15. Newton, Leighton Bussard.

TUESDAY, Nov. 9, 1869.

Arnold, Geo Richd, Hardwick-pl, Commercial-rd, Stepney, Surgeon. Dec 17. Bastard, Brabant-lane, Philpot-lane.

Crane, Jas, York, Labourer. Dec 14. Proctor, jun, Durham.

Elphinston, Maria Prudence, Cheltenham, Gloucester, Widow. Dec 21. Cookson & Co, New-sq, Lincoln's-inn.

Elwes, John Elton Hervey, Stoke College, Suffolk, Esq. Dec 31. Harris & Morton, Halstead.

Evans, Robt, Tolladine, Worcester, Farmer. Nov 22. Corbett, Worcester.

Faulconer, Philip Mighell, Henfield, Sussex, Gent. Dec 15. Sinnock, Hailsham.

Faulconer, Mary, Brighton, Sussex, Widow. Dec 15. Sinnock, Hailsham.

French, Eliz Sophia, Beaumont-sq, Mile End, Widow. Jan 6. Hyde & Tandy, Ely-pl.

Hogg, John, Norton, Durham, Barrister-at-Law. Jan 1. Newby & Co, Stockton-on-Tees.

Holt, Joseph, Longsight, nr Manch, Gent. Dec 31. Claye & Son Manch.

Jukes, Joseph Beete, Dublin, Local Director of the Geographical Survey of Ireland. Dec 20. Tattershall, Gt James-st, Bedford-row.

Heath, Ettiley, Sandbach, Cheshire, Toll Gate Keeper. Nov 27. Hand, Macclesfield.

Mills, Robt, Blackpool, Lancashire, Yeoman. Dec 20. Brierly, Blackpool.

Scott, Richd, Henley-on-Thames, Oxford, Builder. Dec 20. Fielder & Sumner, Godliman-st, Doctors-commons.

Rhodes, Osman, Sydenham-park, Nurseryman. Dec 20. Stibbard & Beck, East India Avenue, Leadenhall-st.

Schofield, Josiah, Huddersfield, York, Manufacturer. Jan 10. Learoyd & Learoyd, Huddersfield.

Seddick, Geo, New Gravel-lane, Victualler. Dec 6. Tanqueray-Willaume & Co, New Broad-st.

Smith, Robt, Lpool, Hide Merchant. Dec 31. Richardson & Co, Lpool

Whitfield, Mary, Bishopwearmouth, Durham, Widow. Jan 6. Steel, Sunderland.

Winnington, Christian, West Witton, York, Widow. Dec 1. Winn, Askrig.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 5, 1869.

Acutt, Wm, Wolverhampton, Stafford, Hardware Factor. Oct 22. Comp. Reg Nov 1.

Barron, Thos, Churchtown, Lancashire, Corn Merchant. Oct 12. Asst. Reg Nov 4.

Beesley, Chas Albert, Blackheath, Draper. Oct 5. Asst. Reg Nov 2.

Bertenshaw, Albert, Manch, Merchant. Aug 30. Asst. Reg Nov 3.

Bicknell, Thos, St George's, Gloucester, Beer Retailer. Sept 28. Asst. Reg Nov 2.

Bills, Geo, Dartford, Kent, Brickmaker. Oct 22. Comp. Reg Nov 3.

Blackburn, Wm Hy, Manch, Cashier. Nov 1. Comp. Reg Nov 5.

Braine, Robt, Lodge pl, St John's-wood, Job Master. Oct 23. Comp. Reg Nov 2.

Byerly, Joseph, Bristol, Carver. Oct 25. Comp. Reg Nov 4.

Campbell, Richd, & Wm Robinson, Bradford, York, Manufacturers. Sept 30. Asst. Reg Nov 3.

Castell, Wm, Grove-st, South Hackney, Cowkeeper. Oct 29. Comp. Reg Nov 2.

Chick, Reyett Hart, Westminster-bridge-rd, Watchmaker. Oct 28. Comp. Reg Nov 4.

Crompton, Nathan Stanley, Manch, Wholesale Grocer. Oct 7. Asst. Reg Nov 3.

Dance, Geo, & Thos Dance, Leeds, Timber Merchants. Sept 27. Asst. Reg Nov 4.

Davenport, John, Ashby-de-la-Zouch, Leicester, Cabinet Maker. Oct 6. Comp. Reg Nov 2.

Deselva, Joseph, Lpool, Brassfounder. Oct 28. Comp. Reg Nov 2.

Dumsday, Geo, Brighton, Sussex. Sept 23. Comp. Reg Nov 4.

Fergusson, John, Merthyr Tydfil, Glamorgan, Draper. Sept 27. Asst. Reg Nov 3.

Foote, Alfd, Peterborough, Northampton, Hatter. Oct 13. Comp. Reg Nov 2.

Frankham, Aaron, Walsall, Stafford, Refreshment-house Keeper. Oct 4. Comp. Reg Nov 2.

Goudge, Jas Valentine, Castle-st, Leicester-sq, Dressing Case Maker. Oct 28. Comp. Reg Nov 4.

Hallett, Joseph Fitzherbert, Ramsgate, Kent, Wine Merchant. Oct 21. Comp. Reg Nov 3.

Hanshaw, Hy Jas, Gray's-inn-rd, Butcher. Oct 11. Comp. Reg Nov 4.

Harper, John, Studley, Wilts, Licensed Victualler. Sept 27. Asst. Reg Nov 4.

Harrison, Geo, Hampstead-rd, Draper. Oct 26. Asst. Reg Nov 3.

Harrison, Robt, & Hy Fridmore Chapman, Bristol, Drapers. Oct 14. Comp. Reg Nov 3.

Hirst, Joseph, Slaithwaite, York, Woollen Manufacturer. Oct 19. Asst. Reg Nov 4.

Jefferies, Edmond, Lancaster-rd, Notting-hill, Stone Merchant. Oct 28. Comp. Reg Nov 5.

Joynes, Thos Fras, Derby, Tailor. Oct 18. Comp. Reg Nov 3.

Layland, Fras Hy, Arthur-st, Clifton-rd, Peckham, Patent Leather Gusset Manufacturer. Oct 11. Comp. Reg Nov 4.

Leete, Edward, King's Lynn, Norfolk, Farmer. Sept 28. Conv. Reg Nov 2.

McMillan, John, Kettering, Northampton, Draper. Oct 6. Asst. Reg Nov 2.

Mellon, Alfd, Barking-rd, West Ham, Licensed Victualler. Nov 1. Comp. Reg Nov 3.

Milnes, Hy, Burnley, Lancashire, Cotton Spinner. Oct 7. Asst. Reg Reg Nov 4.

Monk, John Chas, Sheerness, Kent, Grocer. Oct 19. Comp. Reg Nov 4.

Mouttell, Joseph, Old Kent-rd, Boot Maker. Oct 27. Comp. Reg Nov 2.

Phillips, Thos Hy, Barbican, Gas Engineer. Oct 19. Comp. Reg Nov 1.

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Pitt, Benj, Willenhall, Stafford, Licensed Victualler. Sept 30. Asst. Reg Nov 3.
Plant, Hy, Nantwich, Cheshire, Nurseryman. Oct 14. Comp. Reg Nov 4.
Pratt, Edward, Little Tew, Oxford, Farmer. Oct 9. Asst. Reg Nov 3.
Pullan, Arthur, Harrogate, York, Fancy Jeweller. Oct 4. Asst. Reg Nov 3.
Rutty, John Clark, & Wm Hy Rutty, Coggeshall, Essex, Linendrapers Oct 8. Asst. Reg Nov 2.
Sanders, Hy, Sheffield, Baker. Oct 23. Asst. Reg Nov 3.
Saunders, Michael, Landport, Hants, Corn Merchant. Oct 7. Asst. Reg Nov 3.
Sherratt, Saml, Congleton, Cheshire, Tallow Chandler. Oct 5. Asst. Reg Nov 4.
Smith, Hy, Salford, Lancashire, Tea Dealer. Oct 20. Asst. Reg Nov 4.
Spriggs, Richd Arthur, Bridge-rd, Battersea, Lime Merchant. Oct 8. Comp. Reg Nov 4.
Taber, Wm Hy, Springfield, Essex, Woollen Draper. Oct 16. Asst. Reg Nov 4.
Tamplin, Jas, Cardiff, Glamorgan, Shipwright. Oct 11. Conv. Reg Nov 2.
Trowsdale, John, Finsbury-pl, Contractor. Oct 5. Asst. Reg Nov 4.
Van Weerden, Alex, & Hy Van Weerden, Houndsditch, Importers. Sept 29. Comp. Reg Nov 2.
Ware, Edwin, & Fras Joule, Woodlands-rd, Blackheath, Builders. Oct 18. Comp. Reg Nov 2.
White, Wm, Edgware-rd, Willesden, Builder. Oct 14. Comp. Reg Nov 4.
Wildman, John Thos, Oakley-rd, Southgate-rd, Islington, Stock Broker. Oct 30. Asst. Reg Nov 4.
Wright, Wm, Southport, Lancashire, Hotel Keeper. Oct 27. Comp. Reg Nov 3.
Young, John Thos, Malden-rd, Kentish Town, Boot Maker. Oct 6. Asst. Reg Nov 3.
Zappert, Adolph, & Adolph Kanter, Peabody-bldgs, Commercial-st, Shoreditch, Importers of Glass. Oct 7. Comp. Reg Nov 3.

TUESDAY, Nov. 9, 1869.

Archer, Wm, Berkhampstead, Hertford, Brushmaker. Oct 5. Asst. Reg Nov 5.
Barr, Wm, Hemsworth-st, Hoxton, Looking Glass Frame Manufacturer. Oct 1. Comp. Reg Nov 8.
Bayliss, Hy, William-st, Islington, Lever Escape Maker. Oct 26. Comp. Reg Nov 5.
Beyme, Chas Augustus, Falmouth, Cornwall, Ship Chandler. Oct 26. Asst. Reg Nov 6.
Bland, Edwd, Scarborough, York, Cab Proprietor. Oct 11. Asst. Reg Nov 6.
Boyd, John, Cannon-st, Iron Fence Manufacturer. Sept 22. Asst. Reg Nov 5.
Brasier, Chas, Luton, Bedford, Draper. Oct 27. Comp. Reg Nov 6.
Brooks, Thos, Russia-row, Milk-st, Velvet Manufacturer. Sept 23. Comp. Reg Nov 6.
Chawner, Hy, Redhill, Surrey, Schoolmaster. Oct 12. Asst. Reg Nov 6.
Clarke, Hy Wm, Banbury, Oxford, Draper. Oct 7. Asst. Reg Nov 8.
Clunie, Henrietta, Upper York-pl, St John's-wood, Bootmaker. Nov 2. Comp. Reg Nov 5.
Cook, Wm, Stanley-st, Brompton, Builder. Oct 23. Comp. Reg Nov 4.
Cooksey, John, Long-lane, Bermondsey, Boot Maker. Oct 12. Comp. Reg Nov 5.
Covington, Geo Saml, Northampton, Tailor. Oct 14. Comp. Reg Nov5.
Daniels, Jas, Hardwicke, Oxfordshire, Publican. Oct 1. Asst. Reg Nov 6.
Darby, Benj, Smethwick, Stafford, Farmer. Oct 30. Comp. Reg Nov 8.
Deeley, Edwin Jas, Runcorn, Chester, Boot Manufacturer. Oct 21. Comp. Reg Nov 9.
Duckworth, Wm, Manch, Manufacturer of Ink. Sept 21. Asst. Reg Nov 8.
Ellis, Wm, jun, Manchester-st, Manchester-sq, Gent. Oct 22. Comp. Reg Nov 6.
Fuller, Jas, Wolverhampton, Stafford, Builder. Sept 29. Asst. Reg Nov 5.
Hague, Jonathan, Danl Penny, & Geo Penny, Preston, Lancashire, Cotton Manufacturers. Oct 8. Asst. Reg Nov 8.
Hall, Edwin, Kingswinford, Stafford, Wheelwright. Oct 25. Comp. Reg Nov 8.
Hallam, John, Oldham, Lancashire, Provision Dealer. Oct 14. Comp. Reg Nov 9.
Hill, John, Sheffield, Boot Dealer. Oct 27. Comp. Reg Nov 5.
Hollings, Alfred, Farsley, nr Leeds, Engineer. Oct 14. Comp. Reg Nov 8.
Holt, Thos, Northallerton, York, Wine Merchant. Oct 13. Asst. Reg Nov 8.
Isherwood, Jas, & Edmund Isherwood, Kersley, Lancashire, Cotton Waste Dealers. Oct 7. Asst. Reg Nov 8.
Jardine, Jas, Blackburn, Lancashire, Draper. Oct 12. Asst. Reg Nov 5.
Lawrence, Geo, Prisoner for Debt, Maidstone. Nov 2. Comp. Reg Nov 5.
Leavesley, Thos, & Fredk Goodacre, Leicestershire, Boot Maker. Oct 13. Comp. Reg Nov 8.
North, John, Approach-rd, Victoria-pk, Tobacconist. Oct 11. Asst. Reg Nov 5.
Parker, Wilmot, Upper Cheyne-row, Chelsea, Solicitor's Clerk. Sept 6. Comp. Reg Nov 5.
Parker, Chas, Brighton, Sussex, Butcher. Oct 9. Comp. Reg Nov 6.
Roberts, Wm, Bangor, Carnarvonshire, Grocer. Oct 12. Comp. Reg Nov 5.
Romain, Joseph, Carlton-rd, Globe-rd, Mile-end, Cab Proprietor. Oct 11. Comp. Reg Nov 6.
Shaw, James Cross, East-rd, City-rd, Shoreditch. Oct 23. Comp. Reg Nov 5.
Skevington, John Wm, High-st, Forest-hill, Butcher. Oct 20. Comp. Reg Nov 5.
Tennant, Wm Hy Bedington, Kentish-town-rd, Ironmonger. Nov 1. Comp. Reg Nov 8.
Themans, Joel, & Salomon Themans, Manch, Cigar Merchants. Oct 26. Comp. Reg Nov 8.
Treglown, Eldred, Redruth, Cornwall, Draper. Oct 4. Comp. Reg Nov 5.
Wilkinson, Sarah, Lodging House Keeper, Beaumont-st, Marylebone. Nov 5. Comp. Reg Nov 8.
Woodhead, Wilson, Woollen Cloth Manufacturer, Leeds. Oct 14. Comp. Reg Nov 5.
Wright, Hy Jas, Wine Merchant, Chichester, Sussex. Oct 13. Comp. Reg Nov 6.

Bankrupts.

FRIDAY, Nov. 5, 1869.

To Surrender in London.

Anglis, Ellz. & Mary Phillips, Princes-st, Hanover-sq, Dressmakers, Pet Nov 2. Pepys. Nov 18 at 12. Roberts, Clement's-inn, Strand.
Barnett, Hy, Twickenham, Beershop Keeper. Pet Nov 3. Murray. Nov 29 at 12. Marshall, Lincoln's-inn-fields.
Barney, Jas, Sutton, Surrey, Licensed Victualler. Pet Nov 1. Murray. Nov 24 at 1. Lorymer, Martin's-lane, Cannon-st.
Blackman, John, Talbot-yard, Borough, Foreman. Pet Nov 1. Murray. Nov 24 at 1. Hicks, Coleman-st.
Bonner, Wm Hy, Christie-rd, South Hackney, Upholsterer. Pet Nov 3. Nov 17 at 2. Mason, Symond's-inn, Chancery-lane.
Bowman, Edwin, Rufford's-row, Islington, Builder. Pet Nov 2. Pepys. Nov 18 at 12. Chidley, Old Jewry.
Bryant, Saml, High-st, Peckham, Gasfitter. Pet Nov 3. Nov 17 at 2. Hicklin, Trinity-sq, Boro.
Cameron, Geo, Wint-ter, Poplar, Grocer. Pet Nov 3. Murray. Nov 29 at 11. Fisher, Camberwell New-rd.
Carver, Hy, Millman-st, Bedford-row, Clerk. Pet Nov 2. Nov 17 at 12. Sturt, Ironmonger-lane.
Castle, Walter, Wilsor-st, Battersea, out of business. Pet Nov 3. Murray. Nov 29 at 11. Condy, Battersea.
Cooper, Chas, Prisoner for Debt, London. Pet Nov 2 (for pau). Pepys. Nov 18 at 12. Lawrence, Lincoln's-inn-fields.
Davies, John, Addle-st, Warehouseman. Pet Nov 2. Murray. Nov 24 at 2. Morris, Grocers'-hall-ct, Poultry.
Dixey, Wm, Wood-st, Upper Clapton, Grocer. Pet Nov 2. Murray. Nov 24 at 2. Poole, Bartholemew-close.
Dumas, Arthur Jas, Finch-lane, Insurance Clerk. Pet July 19. Nov 17 at 11. Reynolds, Leadenhall-st.
Dumayne, Mary, Prisoner for Debt, London. Pet Nov 2 (for pau). Brougham. Nov 17 at 2. Lawrence, Lincoln's-inn-fields.
Eaton, Thos Bishop, Cambridge-ter, Clapham-rd, Dealer in Fancy Goods. Pet Nov 3. Murray. Nov 29 at 12. Newman, Clifford's-inn.
Fairhall, Hy Thos, London-rd, Southwark, Ironmonger. Pet Oct 30. Pepys. Nov 18 at 11. Peverley, Gresham-bldgs.
Gilks, Alfred, Fairfoot-rd, Bromley-by-Bow, out of business. Pet Nov 3. Pepys. Nov 18 at 1. Kimberley, Scott's-yard, Bush-lane.
Gill, Robt, Prisoner for Debt, London. Pet Oct 30 (for pau). Murray. Nov 24 at 1. Charlton, Maud-rd, Camberwell.
Haswell, David Oakley, Prisoner for Debt, London. Pet Oct 29 (for pau). Murray. Nov 24 at 1. Watson, Basinghall-st.
Houghton, Joseph, Arlington-st, Clerkenwell, Tailor. Pet Nov 1. Pepys. Nov 18 at 11. Hicks, Coleman-st.
Hunt, Chas, Prisoner for Debt, London. Pet Nov 2 (for pau). Murray. Nov 24 at 2. Lawrence, Lincoln's-inn-fields.
Hutchinson, Robt Davis, Prisoner for Debt, London. Pet Nov 1 (for pau). Murray. Nov 24 at 1. Watson, Basinghall-st.
Kernan, Chas, Leigham-ct-rd, West, Streatham, Attorney. Pet Nov 2. Nov 17 at 1. Ley & Scott, Carey-st, Lincoln's-inn; Wise, Bristol.
Lane, John, Middleton-rd, Battersea-rise, Builder. Pet Nov 2. Nov 22 at 11. Badham, Queen-st, Cheapside.
Langley, Geo, Camberwell-rd, Undertaker. Pet Nov 2. Nov 17 at 1. Dunn, Moorgate st.
Lawrence, Wm, Harrington-st, Hampstead-rd, out of busines. Pet Nov 3. Pepys. Nov 18 at 2. Harrison, Basinghall-st.
Lobb, Wm, Enfield Wash, Beerhouse Keeper. Pet Nov 3. Pepys. Nov 18 at 1. Dobie, Basinghall-st.
Lowman, Edwd, Limehouse-causeway, Grocer. Pet Nov 2. Pepys. Nov 18 at 11. Spiller, South-pl, Finsbury.
Meredith, Edwd, Prisoner for Debt, London. Pet Oct 23 (for pau). Murray. Nov 24 at 2. Miller, Bond-court-house, Walbrook.
Mills, Alfred Jas, Plumstead, Kent, Watchmaker. Pet Nov 1. Nov 17 at 12. Hughes, Bishopsgate-st Within.
Morris, Francis, Church-st, Camberwell, Draper. Pet Nov 1. Murray. Nov 17 at 11. Taylor & Co, Gt James-st, Bedford-row.
Norton, Patrick, Brick-lane, Spitalfields, Oilman. Pet Nov 1. Nov 17 at 12. Noton, Gt Swan-alley, Moorgate-st.
Ostick, Thos, Panton-st, Haymarket, Plumber. Pet Nov 2. Pepys. Nov 18 at 12. Hicks, Coleman-st.
Page, Wm, Westminster-bridge-rd, Manager to a Beerhouse Keeper. Pet Nov 2. Pepys. Nov 18 at 12. Easton, Clifford's-inn.
Patterson, Fredk Hy, Prisoner for Debt, London. Pet Nov 2 (for pau). Murray. Nov 29 at 11. Le Blanc & Torr, New Bridge-st, Blackfriars.
Robinson, John Hunter, Devonshire-rd, Holloway, Comm Agent, Pet Nov 3. Murray. Nov 29 at 12. Barron, Queen-st, Cheapside.
Snell, Edwd, Warrington-ter, Maida Vale, Paddington, Joiner. Pet Oct 30. Murray. Nov 24 at 12. Marshall, Lincoln's-inn-fields.
Spanner, Woodman, Shanklin, Isle of Wight, Butcher. Pet Nov 3. Pepys. Nov 18 at 1. Westall & Co, Leadenhall-st, for Champ, Portsea.
Turner, Richd, Plumstead, Kent, Grocer. Pet Nov 2. Murray. Nov 24 at 2. Aldridge, Mark-lane.
Unwin, Hy Gosling, Low Leyton, Essex, out of business. Pet Nov 2 Murray. Nov 24 at 2. Pittman, Stamford-st.
Wake, Thos, Silverstone, Northampton, Baker. Pet Nov 3. Pepys. Nov 18 at 1. Montague, Bucklersbury.
Walmsley, Chas, Haverhill, Suffolk, Clothier. Pet Oct 20. Murray. Nov 17 at 12. Parkis & Perry, Lincoln's-inn-fields, for Jackson, Haverhill.
Wenden, Hy, Braintree, Essex, Innkeeper. Pet Oct 22. Murray. Nov 22 at 11. Bromley, Bedford-row.
Werschker, David, Middlesex-st, Whitechapel, Eating-house Keeper. Pet Nov 2. Nov 17 at 1. Marshall, Lincoln's-inn-fields.

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White, Hy, St Paul's-churchyard, Draper's Assistant. Pet Nov 2. Nov 17 at 1. Jones, East Temple-chambers, Whitefriars.
Whitehouse, Ephraim, Prisoner for Debt, London. Pet Oct 29 (for pau). Murray. Nov 24 at 12. Watson, Basinghall-st.
Winkworth, Robt, Plumstead, Kent, Baker. Pet Nov 2. Nov 17 at 1. Buchanan, Basinghall-st.
Woodroffe, Thos, Tonbridge, Kent, Builder. Pet Nov 1. Pepys. Nov 18 at 11. Prior & Co, Southampton-bldgs, for Gorham & Co, Tonbridge.

To Surrender in the Country.

Allen, Augustine, Prisoner for Debt, York. Adj Oct 16. Leeds, Nov 15 at 11.
Andrew, Thos, Birm, Varnish Manufacturer. Pet Nov 1. Hill. Birm, Nov 17 at 12. Brown, Birm.
Barlow, Joseph, Kirkby Laythorpe, Lincoln, Blacksmith. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Gibson, Nottingham.
Belton, Jas Hy, Chorlton-upon-Medlock, Lancashire, Retail Pork Butcher. Pet Nov 1. Macrae. Manch, Nov 18 at 12. Storer, Manch.
Birch, Thos, Ardwick, Manch, out of business. Pet Nov 2. Kay. Manch, Dec 8 at 9.30. Hodgson, Manch.
Blackburn, Joseph, Branstone, Stafford, Cordwainer, Pet Nov 1. Hubbersty. Burton-upon-Trent, Nov 24 at 10. Wilson, Burton-on-Trent.
Bosworthick, Benj Wyat, Edgbaston, Birm, Accountant Clerk. Pet Nov 2. Tudor. Birm, Nov 19 at 12. Southall, Birm.
Bragg, Miles Geo, Lpool, Slate Maker. Pet Oct 30. Hime. Lpool, Nov 16 at 3. Grocott, Lpool.
Brierley, Jas, Bury, Lancashire, Beerseller. Pet Nov 3. Grundy. Bury, Nov 18 at 9. Anderton, Bury.
Burrows, Joseph, Belper, Derby, Hosier. Pet Nov 2. Ingle. Belper, Nov 18 at 10. Walker, Belper.
Chadwick, John, Ilkeston, Derby, Boot Manufacturer. Pet Nov 2. Tudor. Birm. Nov 23 at 11. Smith, Derby.
Chambers, Cooper, Sheffield, out of business. Pet Nov 1. Wake. Sheffield, Nov 18 at 1. Micklethwaite, Sheffield.
Chapman, John, Sale, Cheshire, Beerhouse Keeper. Pet Nov 1. Southern. Altrincham, Nov 17 at 11. Hodgson, Manch.
Clapham, John, Finedon, Northamptonshire, Bricklayer. Pet Nov 3. Burnham. Wellingborough, Nov 17 at 11. Cook, Wellingborough.
Clark, Geo Edmund, Nottingham, out of business. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Cranch, Nottingham.
Collins, John, Bury, Lancashire, Comm Agent. Pet Nov 2. Fardell. Manch, Nov 22 at 11. Law, Manch.
Corp, Christmas, Gt Grimsby, Lincoln, Tailor. Pet Nov 1. Daubney. Gt Grimsby, Nov 19 at 11. Haddelsey, Caistor.
Crabtree, John, & Edwin Marshall, Bradford, York, Machine Makers. Pet Nov 4. Leeds, Nov 22 at 11. Lees & Senior, Bradford; Bond & Barwick, Leeds.
Culshaw, Wm, Lpool, Saddler. Pet Nov 2. Hime. Lpool, Nov 17 at 2.30. Bellringer, Lpool.
Davies, Lewis, Tanygraig, Llanrwst, Denbigh, Shoemaker. Pet Nov 2. James. Llanrwst, Nov 16 at 1. Jones, Conway.
Dawson, Edwd, Forrester, Rochester, Kent, no occupation. Pet Oct 30. Scudamore. Maidstone, Nov 20 at 11. Goodwin, Maidstone.
Dix, Wm, Newport, Monmouth, Grocer. Pet Nov 1. Roberts. Newport, Nov 17 at 1. Gibbs, Newport.
Donnelly, Jas, Batley Carr, York, Grocer. Pet Nov 2. Leeds, Nov 22 at 11. Scholes & Breary, Dewsbury; Simpson, Leeds.
Eley, John, Minting Park, Lincoln, Farmer. Pet Nov 3. Leeds, Nov 24 at 12. Bailes, Boston.
Evans, Ann, Aberdare, Glamorgan, out of business. Pet Nov 2. Rees. Aberdare, Nov 16 at 11. Symons, Merthyr Tydfil.
Evison, John, Scarborough, Grocer. Pet Oct 25. Woodall. Scarborough, Nov 15 at 3. Mason, Scarborough.
Eyles, Richd, Falfield, Gloucester, Innkeeper. Pet Nov 1. Wilde. Bristol, Nov 15 at 11. Thick, Bristol.
Fox, Geo Wilson, Dewsbury, York, Contractor. Pet Nov 1. Leeds, Nov 22 at 11. Norris & Foster, Halifax; Bond & Barwick, Leeds.
Fox, Chas, Kingston-upon-Hull, Sailmaker. Pet Nov 3. Phillips. Kingston-upon-Hull, Nov 17 at 11. Summers, Hull.
Gardner, Jas, & Hy Gardner, Lpool, Glass Benders. Pet Nov 1. Hime. Lpool, Nov 17 at 2. Ritson, Lpool.
Gayton, Wm Hy, Barnstaple, Devon, Cabinet Maker. Pet Nov 1. Barnstaple, Nov 17 at 12. Thorne, Barnstaple.
Giles, Barnet, Yeovil, Somerset, Jeweller. Pet Nov 3. Exeter, Nov 17 at 12. Jolliffe, Crewkerne; Floud, Exeter.
Goldsmith, Chas, Beccles, Suffolk, Bricklayer. Pet Nov 2. Fiske. Beccles, Nov 20 at 12. Cufaude. Gt Yarmouth.
Goldstraw, Horatio Parker, Manch, Stonemason. Pet Oct 22. Fardell. Manch, Nov 18 at 11. Marsland & Addleshaw, Manch.
Gregory, Thos, Barton-upon-Irwell, Lancashire, Comm Agent. Pet Nov 2. Macrae. Manch, Nov 19 at 11. Partington & Allen, Manch.
Groom, Farndon, Spalding, Lincoln, Currier. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Maples, Nottingham.
Grundy, Jas, Loughborough, Leicestershire, Farmer. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Cradock, Loughborough.
Hamilton, Hy, Carbrook, Sheffield, Painter. Pet Jan 9. Wake. Sheffield, Nov 18 at 1.
Hayman, Wm, Falmouth, Cornwall, Beerhouse Keeper. Pet Nov 3. Tilly. Falmouth, Nov 20 at 11. Jenkin, Falmouth.
Heginbotham, Isaac, Monk's Coppenhall, Cheshire, Soda Water Manufacturer. Pet Nov 1. Lpool, Nov 15 at 1. Cooke, Crewe.
Hodgson, Stephen, Blackburn, Lancashire, Stonemason. Pet Oct 27. Bolton. Blackburn, Nov 18 at 11. Backhouse, Blackburn.
Hope, John Wm, Scarborough. Pet Oct 26. Woodall. Scarborough, Nov 15 at 3. Williamson, Scarborough.
Horner, Richd, Wakefield, York, Corn Factor. Pet Nov 4. Leeds, Nov 22 at 11. Nettleton, Wakefield; Bond & Barwick, Leeds.
Jackson, John, jun, Crowland, Lincolnshire, Builder. Pet Nov 1. Bonner. Spalding, Nov 16 at 10. Law, Stamford.
Jeans, Thos, Stalbridge, Dorset, Shoemaker. Pet Oct 30. Burridge. Shaftesbury, Nov 20 at 12. Swyer, Shaftesbury.
Johnson, John, Anfield, nr Lpool, Joiner. Pet Oct 30. Hime. Lpool Nov 16 at 3 30. Tyrer, Lpool.
Johnson, John, Brighton, Sussex, Surveyor. Pet Nov 3. Eversbed. Brighton, Nov 22 at 11. Webb, Brighton.
Keene, Geo, Leicester, out of business. Pet Nov 3. Hill. Birm, Nov 17 at 12. James & Griffin, Birm.
King, John, Prisoner for Debt, Bristol. Adj Oct 16. Wilde. Bristol, Nov 15 at 11.
Leathern, Geo, Jacobstowe, Devon, Farmer. Pet Nov 1. Burd. Okehampton, Nov 17 at 10. Fulford. North Tawton.
Livett, Andrew Lewis, Manch, Attorney-at-law. Pet Nov 3. Macrae. Manch, Nov 18 at 11. Elliott & Hampson, Manch.
Lock, Jyhn, South-common, Hinton Martel, Dorset, Labourer. Pet Oct 19 (for pau). Rawlins. Wimborne Minster, Nov 15 at 11.
Long, Fredk Jas, Cefn Gold Farm, Monmouth, Farmer. Pet Oct 30. Roberts. Newport, Nov 17 at 1. Cathcart, Newport.
Lord, John, Rochdale, Lancashire, Innkeeper. Pet Nov 1. Jackson. Rochdale, Nov 19 at 10. Holland, Rochdale.
Maddocks, John, Grantham, Lincoln, Tailor. Pet Oct 30. Ingram. Leicester, Nov 20 at 10. Owston, Leicester.
Matthews, Thos, Leicester, Painter. Pet Nov 2. Ingram. Leicester, Nov 20 at 10. Hunter, Leicester.
McCoy, Thos, Lpool, Billiard Marker. Pet Nov 2. Hime. Lpool, Nov 18 at 2. Barker, Lpool.
Mitchell, Jas Joseph David, Landport, Hants, Licensed Victualler. Pet Oct 28. Howard. Portsmouth, Nov 16 at 12. Cousins, Portsea.
Muddyman, Joseph, Birm, Potatoe Salesman. Pet Nov 3. Hill. Birm, Nov 17 at 12. Free, Buckingham.
Murdoch, Alex, Whitley, Northumberland, Agent. Pet Nov 2. Clayton. Newcastle, Nov 22 at 10. Bousfield, Newcastle-upon-Tyne.
Neal, Thos Bryant, Reading, Berks, Baker. Pet Nov 1. Collins. Reading, Nov 20 at 11. Smith, Reading.
O'Neill, Thos Francis, Lpool, Tailor. Pet Nov 4. Lpool, Nov 16 at 11. Lupton, Lpool.
Patterson, Jas, Lpool. Woollen Draper. Pet Nov 27. Lpool, Nov 16 at 11. McConnal, Lpool.
Phillips, Joseph, Tenbury, Worcester, Painter. Pet Nov 2. Norris. Tenbury, Nov 16 at 10. Preston, Tenbury.
Pilling, Thos, Rochdale, Lancashire, Cotton Manufacturer. Pet Nov 2. Macrae. Manch, Nov 18 at 11. Marsland & Addleshaw, Manch.
Rhind, John, Bridgend, Glamorgan, out of business. Pet Nov 2. Wilde. Bristol, Nov 18 at 11. Henderson & Salmon, Bristol.
Roberts, Fredk, Prisoner for Debt, Hereford. Adj Oct 19. Reynolds. Hereford, Nov 23 at 10.
Robson, Hy, Stapleton, York, Machine Manufacturer. Pet Oct 30. Bowes. Darlington, Nov 19 at 10. Nixon, Darlington.
Rowson, Ellen, Southport, Lancashire, out of business. Pet Oct 30. Welsby. Ormskirk, Nov 17 at 10. Barker, Southport.
Sackett, John, Brighton, Sussex, Greengrocer. Pet Nov 1. Eversbed. Brighton, Nov 20 at 11. Mills, Brighton.
Scott, Wm, Crookgate, Durham, Innkeeper. Pet Nov 3. Gibson. Newcastle-upon-Tyne, Nov 17 at 11.30. Chater & Co, Newcastle-upon-Tyne.
Simpson, Jas, Royton, Lancashire, Bleacher. Pet Nov 2. Fardell. Manch, Nov 17 at 11. Leigh, Manch.
Smith, John, Undercliffe, York, Journeyman Printer. Pet Nov 2. Bradford, Nov 19 at 9.15. Terry & Robinson, Bradford.
Sparrow, Chas, Bishop Norton, Lincoln, Butcher. Pet Oct 28. Rhodes. Market Rasen, Nov 17 at 11. Saffery & Chambers.
Staite, Jas, Birkenhead, Cheshire, Grocer's Assistant. Pet Nov 2. Wason. Birkenhead, Nov 16 at 10. Anderson, Birkenhead.
Widdowson, John, Leicester, Journeyman Baker. Pet Nov 2. Tudor. Birm, Nov 23 at 11. Maples, Nottingham.
Wilkinson, Wm, Oldham, Lancashire, Shoemaker. Pet Oct 29. Tweedale. Oldham, Nov 17 at 12. Ascroft, Oldham.
Willcox, Oswin, Bromsgrove, Worcestershire, Hosier. Pet Nov 1. Tudor. Birm, Nov 19 at 12. James & Griffin, Birm.
Williams, Lewis, Aberaman, Glamorgan Collier. Pet Nov 2. Rees. Aberdare, Nov 16 at 11. Simons, Merthyr Tydfil.
Williams, Jas, Swansea, Glamorgan, Insurance Agent. Pet Nov 1. Wilde. Bristol, Nov 15 at 11. Brittan & Sons, Bristol.
Woodford, Robt, Biggleswade, Bedford, Carpenter. Pet Nov 1. Hooper. Biggleswade, Dec 1 at 10. Greaves, Essex-st, Strand.

TUESDAY, Nov. 9, 1869.

To Surrender in London.

Absolon, Walter John, Chalk-farm-yd, Bootmaker. Pet Nov 4. Nov 22 at 11. Orchard, John-st, Bedford-row.
Bangs, Wm Hy, Burdett-rd, Mile-end-rd, Baker. Pet Nov 5. Murray. Nov 29 at 1. Poole, Bartholomew-close.
Bird, Robt Hardy, Prisoner for Debt, London. Pet Nov 3 (for pau). Murray. Nov 29 at 12. Watson, Basinghall-st.
Briden, Wm, Prisoner for Debt, London. Pet Nov 5 (for pau). Pepys. Nov 25 at 1. Hope, Ely-pl, Holborn.
Brown, Zachariah, Ashley-crescent, City-rd, Bookseller. Pet Nov 5. Nov 22 at 12. Cooper, Lincoln's-inn-fields.
Chapman, Robt, Ryde Lodge, Lower Norwood, Fancy Leather Dealer. Pet Nov 4. Murray. Nov 29 at 12. Taylor, Church-row, Upper-st, Islington.
Congdon, Edwd Sutton, Alfred-rd, Harrow-rd, Paddington, Carpenter. Pet Nov 5. Murray. Nov 29 at 1. Hicks, Coleman-st.
Darter, Richd, Peter's-lane, St John st, West Smithfield, Licensed Victualler. Pet Nov 3. Pepys. Nov 25 at 2. Cooke & Co, Raymond-bldgs, Gray's-inn.
De Ritter, John, West Ham, Essex, Licensed Victualler. Pet Nov 6. Murray. Nov 29 at 2. Hicks, Coleman-st.
Donovan, Timothy, Mary-st, Whitechapel rd, Box Maker. Pet Nov 5. Nov 22 at 12. Keighley, Ironmonger-lane.
Elstob, Edwd Parry, Prisoner for Debt. Pet Nov 4 (for pau). Murray. Nov 29 at 1. Warrand, Bath-st, Newgate-st.
Gettliffe, Danl Alfred, Prisoner for Debt. Pet Nov 5 (for pau). Murray. Nov 24 at 2. Watson, Basinghall-st.
Graham, John Wm Philip, Fenchurch-st, Merchant. Pet Nov 4. Pepys. Nov 25 at 12. Rosher, Martin's-lane, Cannon-st.
Hall, Geo Fredk, East Ham, Essex, Carpenter. Pet Nov 3. Nov 22 at 11. Peddell, Guildhall-chambers, Basinghall-st.
Halliday, Wm Hy, West-st, Mile End Old Town, Dealer in Fat and Bones. Pet Nov 6 Murray. Dec 1 at 11. Bradley, Mark-lane.
Herbert, Wm, Linkfield-pl, Isleworth, Carpenter. Pet Nov 4. Nov 22 at 12. Stokes, Chancery-lane.
Hillier, Geo, Andover-rd, Hornsey-rd, Builder. Pet Nov 4. Murray Nov 29 at 1. Parkes, Beaufort-bldgs, Strand.
Isaacs, Benj, Carlisle-st, Edgware-rd, Music Hall Keeper. Pet Nov . Nov 22 at 11. Lewis, Chancelde.

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Jones, Wm, Stratford, Essex, Gas Fitter. Pet Nov 2 (for pau). Pepys. Nov 25 at 12. Brown, Basinghall-st.
Knibbs, Theodore Hy, Queen's-rd, Homerton, Manager of a Beerhouse. Pet Nov 6. Murray. Nov 29 at 2. Godfrey, Hatton-garden.
Lane, Wm, Alexander-rd, Colney Hatch, Carpenter. Pet Nov 4. Nov 22 at 12. Parkes, Beaufort-bldgs, Strand.
Lumley, David, Parker's-row, Bermondsey, out of business. Pet Nov 4. Pepys. Nov 25 at 12. Lewis, Wellington-st, Strand.
Mason, Thos, Albany-st, Regent's-pk, Innkeeper's Assistant. Pet Nov 5. Pepys. Nov 25 at 1. Shaw & Co, Gray's-inn-sq, for Lee, Witney, Oxon.
McCulloch, Chas Alex, Prisoner for Debt. Pet Nov 5 (for pau). Murray. Nov 29 at 2. Watson, Basinghall-st.
Nance, Wm, Berwick-st, Pimlico, out of business. Pet Nov 4. Murray. Nov 29 at 1. Howell, Cheapside.
Nevell, Thos, Prisoner for Debt. Pet Nov 3 (for pau). Pepys. Nov 25 at 12. Watson, Basinghall-st.
Oborn, Alfred, Kingston, Surrey, Baker. Pet Nov 6. Nov 22 at 1. Hicks, Coleman-st.
O'Halloran, Patrick, Prisoner for Debt. Pet Nov 4 (for pau). Pepys. Nov 25 at 1. Goatley, Bow-st, Covent-garden.
Samuels, Abel Edgar, Victoria-ter, High-st, Mortlake, Commercial Clerk. Pet Nov 4. Pepys. Nov 25 at 12. Hillearys & Co, Fenchurch-bldgs.
Saunders, Fredk, Gloucester-rd, South Kensington, Builder. Pet Oct 26. Murray. Nov 22 at 12. Lawrance & Co, Old Jewry-chambers.
Sheppard, Geo, May's-pl, Cold Harbour-lane, Brixton, Oil and Colourman. Pet Nov 2. Murray. Nov 29 at 1. Fraser, Dean-st, Soho.
Smith, Thos, Warkworth-ter, Commercial-rd, Limehouse, out of employment. Pet Nov 3. Nov 22 at 11. Keene & Co, Lower Thames-st.
Starling, Geo, Prisoner for Debt. Pet Nov 4 (for pau). Pepys. Nov 25 at 1. Lawrence, Lincoln's-inn-fields.
Stewart, Alex, High-st, Kingsland, Hosier. Pet Nov 5. Nov 22 at 12. Montagu, Bucklersbury.
Summers, Wm, Ightham, Kent, Farmer. Pet Nov 6. Pepys. Nov. 25 at 2. Prior & Bigg, Southampton-bldgs, for Graham & Co, Tonbridge.
Taylor, Thos, Eaton-sq, Pimlico, Contractor. Pet Nov 5. Pepps. Nov 25 at 1. Smith, Bedford-row.
Vining, Geo Jas, Upper Montague-st, Russell-sq, Dramatic Artist. Pet Nov 8. Pepys. Nov 25 at 2. Lewis & Lewis, Ely-pl, Holborn.
Williams, Edwd, Prisoner for Debt. Pet Nov 2 (for pau). Murray. Nov 29 at 12. Charlton, Maud-rd, Camberwell.
Woodroffe, Thos, Tonbridge, Kent, Builder. Pet Nov 1. Pepys. Nov 18 at 11. Prior & Bigg, Southampton-bldgs, for Gorham & Warner. Tonbridge.

To Surrender in the Country.

Adkin, Wm, Mountsorrel, Leicester, Licensed Victualler. Pet Nov 5. Brock. Loughborough, Nov 23 at 10. Goode, Loughborough.
Ashburner, Geo, Oswaldtwistle, Lancashire, Ironmonger. Pet Nov 5. Fardell. Manch, Nov 23 at 12. Storer, Manch; Bannister, Accrington.
Atkin, Joel, Toynton All Saints, Lincoln, Miller. Pet Nov 4. Walker. Spilsby, Nov 18 at 10. Walker, Alford.
Atkins, Ellis Chas, Prisoner for Debt, Springfield. Pet Nov 1 (for pau). Barnes. Colchester, Nov 20 at 12. Brown, Brentwood.
Baker, Jas, Reading, Berks, Milkman. Pet Nov 3. Collins. Reading, Nov 20 at 11. Smith, Reading.
Billingham, John, Birm, Bootmaker. Pet Oct 16. Guest. Birm, Nov 19 at 10. East, Birm.
Blanfield, Fredk, Norwich, out of business. Pet Nov 5. Feltham. Wymondham, Nov 22 at 11. Sadd, Norwich.
Buckley, Sarah, Oldham, Lancashire, Cotton Spinner. Pet Nov 5. Fardell, Manch, Nov 22 at 11. Blackburne, Oldham; Smith & Boyer, Manch.
Burkinshaw, Jas, & Hy Burkinshaw, Sheffield, Forgemen. Pet Nov 8. Leeds. Dec 1 at 12. Machen, Sheffield.
Cotsworth, Jas, Manch, Coffee-house Keeper. Pet Nov 2. Fardell. Manch, Nov 22 at 11. Marsland & Addleshaw, Manch.
Crabtree, Joseph, Prisoner for Debt, York. Pet Oct 19. Bradford, Nov 23 at 9.15. Hill, Bradford.
Crews, Nicholas Geo, Plymouth, Devon, Currier. Pet Nov 5. Exeter, Nov 20 at 12.30. Edmonds & Sons, Plymouth.
Croshaw, Cornelius, Kingston-upon-Hull, Auctioneer. Pet Nov 8. Phillips. Kingston-upon-Hull, Nov 20 at 11. Summers, Hull.
Crosland, Alfred, Marsh, nr Huddersfield, Shoddy Dealer. Pet Nov 8. Leeds, Nov 22 at 11. Drake, Huddersfield; Bond & Barwick, Leeds.
Davis, Jas, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley. Bristol, Nov 19 at 12.
Dredge, Thos King, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley. Bristol, Nov 19 at 12.
Dunford, Wm, Lpool, Poulterer. Pet Nov 5. Hime, Lpool, Nov 19 at 2.30. Ponton, Lpool.
Dyson, Mark, Batley Carr, York, Warehouseman. Pet Nov 3. Nelson. Dewsbury, Nov 25 at 2. Sykes, Huddersfield.
Dyson, Hy, & Wm Rowan, Sheffield, Table Knife Manufacturers. Pet Nov 5. Leeds, Dec 1 at 11. Sugg, Sheffield.
Goleman, Nathan, Birm, Tailor. Pet Nov 5. Guest. Birm, Nov 19 at 10. Rowlands, Birm.
Grace, Edmund, Langley, Bucks, Bootmaker. Pet Nov 4. Woodbridge. Uxbridge, Nov 23 at 11. Barrett, Slough.
Hancock, Fredk, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley. Bristol, Nov 19 at 12.
Hicks, Wm, Lpool, Grocer. Pet Nov 4. Lpool, Nov 19 at 11. Thorneley, Lpool.
Hind, Hy, Burnley, Lancashire, Blacksmith. Pet Nov 1. Hartley. Burnley, Nov 22 at 3. Hartley, Burnley.
Hine, John, Edwd Hine, & Thos Hine, Kendal, Westmorland, Wallers. Pet Nov 1. Wilson. Kendal, Nov 16 at 11. Bolton & Wilson, Kendal.
Hodges, Wm, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley. Bristol, Nov 19 at 12.
Jackson, Thos Nevitt, Holbeach, Lincolnshire, Wine Merchant. Pet Nov 5. Tudor. Birm, Nov 23 at 11. Caparn & Willders, Holbeach; James & Griffin, Birm.
Jeffcrys, Geo, Halifax, Yorkshire, Wood Turner. Pet Nov 5. Rankin. Halifax, Nov 23 at 10. Norris & Foster, Halifax.
Lee, Hy, Lpool, out of business. Pet Nov 6. Lpool, Nov 22 at 11. Dixon, Lpool.
Lewis, Edwd, Trallwn Pontypridd, Glamorgan, Butcher. Pet Nov 5 Spickett. Pontypridd, Nov 20 at 12. Thomas, Pontypridd.
Lock, Chas, Swanage, Dorset, Butcher. Pet Nov 8. Exeter, Nov 22 at 12. Rogers, Exeter.
Locking, Edwd, Kingston-upon-Hull, Laceman. Pet Oct 28. Leeds Nov 24 at 12. Levett & Champney, Hull.
Marples, Hy, Mosbro', Derbyshire, Miner. Pet Nov 5. Wake. Chesterfield, Nov 17 at 12. Wightman, Sheffield.
Matty, Richd, Kidderminster, Worcestershire, Journeyman Currier. Pet Nov 4. Talbot. Kidderminster, Nov 25 at 11. Corbet, Kidderminster.
Painter, Geo, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley. Bristol, Nov 19 at 12.
Parker, Wm, Neath, Glamorganshire, Contractor. Pet Nov 4. Morgan. Neath, Nov 19 at 11. Deverill, Neath.
Pearson, John, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley. Bristol, Nov 19 at 12.
Peck, Aaron Stock, Blackpool, Lancashire, Baker. Pet Nov 5. Lpool, Nov 22 at 12. Jones, Manch.
Pettifer, Robt, Stoke Bruern, Northamptonshire, Blacksmith. Pet Nov 2. Whitton. Towcester, Nov 23 at 10. White, Northampton.
Pickard, Geo Gerrard, Hastings, Sussex, Hairdresser. Pet Nov 3. Young. Hastings, Nov 17 at 11. Philbrick, Hastings.
Pile, Thos, Frome, Somersetshire, Butcher. Pet Nov 5. Wilde. Bristol, Nov 19 at 11. McArthy, Frome; Press & Inskip, Bristol.
Powell, Thos, Prisoner for Debt, Bristol. Pet Oct 29 (for pau). Harley. Bristol, Nov 19 at 12.
Praten, Saml, Prisoner for Debt, Bristol. Pet Oct 25 (for pau). Harley. Bristol, Nov 19 at 12.
Robson, Wm, Sunderland, Durham, Builder. Pet Nov 5. Gibson. Newcastle-upon-Tyne, Nov 19 at 12. Steel, Sunderland.
Sanders, Saml, Belper, Derby, Beerhouse Keeper. Pet Nov 4. Ingle. Belper, Nov 24 at 12. Jessop & Harris, Alfreton.
Sankey, Jeremiah, Bilston, Staffordshire, no occupation. Pet Nov 1 Brown. Wolverhampton, Nov 15 at 12. Gould, Stourbridge.
Selby, John, Gainsborough, Lincolnshire, Innkeeper. Pet Oct 28. Burton Gainsborough, Nov 17 at 11. Bescoby, East Retford.
Sheppard, Edwd, Prisoner for Debt, Bristol. Pet Nov 5. Wilde. Bristol Nov 19 at 11. Fussell & Pritchard, Bristol.
Simnett, Saml, Burton-on-Trent, Staffordshire, out of business. Pet Nov 4. Hubbersty. Burton-on-Trent, Nov 24 at 10. Wilson, Burton-on-Trent.
Sloane, Benj, Birm, out of business. Pet Oct 21. Guest. Birm, Nov 19 at 10. East, Birm
Smith, Geo, Lenham Heath, Kent, Tea Dealer. Pet Nov 4. Scudamore. Maidstone, Nov 20 at 11. Goodwin, Maidstone.
Smith, Wm, Peterborough, Northampton, Butcher. Pet Nov 4. Gaches Peterborough, Nov 20 at 11. Law, Stamford.
Smith, Fredk, Peterborough, Northamptonshire, Beerhouse Keeper. Pet Nov 4. Gaches. Peterborough, Nov 20 at 11.30. Law, Stamford.
Stott, Thos, Prisoner for Debt, Bristol. Pet Oct 27 (for pau). Harley. Bristol, Nov 19 at 12.
Tothurst, Jas, Hollingbourne, Kent, Boot and Shoe Maker. Pet Nov 6. Scudamore. Maidstone, Nov 20 at 11. Goodwin, Maidstone.
Waitt, Frances Jane, Lichfield, Warwick, Servant. Pet Nov 6. Birch Lichfield, Nov 19 at 10. Crabb, Rugeley.
Walker, Wm, Bradford, nr Manch, Beerseller. Pet Oct 6. Fardell. Manch, Nov 24 at 11. Ritson, Manch.
Walton, Wm, Prisoner for Debt, Taunton, Pet Oct 14. Smith. Bath, Nov 22 at 11. Bartrum, Bath.
Ward, John, Sheffield, Silver Polisher. Pet Nov 5. Wake. Sheffield. Nov 25 at 1. Patteson, Sheffield.
West, Rachel Joyce, Bath, Somerset, Lodging-house Keeper. Pet Nov 3. Bath, Nov 22 at 11. Simmons & Clarke, Bath.
Williams, Thos, Lpool, Mariner. Pet Nov 5. Hime. Lpool, Nov 19 at 2. Ritson, Lpool.
Williamson, Geo, Burslem, Stafford, Keeper of Horses. Pet Nov 5. Hill. Birm, Nov 24 at 12. Walker, Burslem; James & Griffin, Birm.
Wilson, John, Birm, out of business. Pet Nov 5. Birm, Guest. Nov 19 at 10. Sargent, Birm.
Winspeare, Chas, Jarrow-on-Tyne, Durham, Ship Repairer. Pet Oct 16. Wawn. South Shields, Nov 22 at 12. Brignal, jun, Durham.
Wood, Richd, Bradford, York, Beerseller. Pet Oct 4. Bradford, Nov 23 at 9.15. Hill, Bradford,

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 5, 1869.

Emery, Thos Jas, Whilton, Northampton, Farmer's Assistant. Sept 6.
Jones, John, Mortimer-rd, Kingsland, Builder. Nov 4.

TUESDAY, Nov. 9, 1869.

Watson, Peter, Whitby, Yorkshire, Spirit Merchant. Nov 2.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

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Date.....
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Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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F. ALLAN CURTIS, Actuary and Secretary.

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The Solicitors' Journal.

LONDON, NOVEMBER 20, 1869.

IN ALL PROBABILITY when Lord Dufferin accepted office as Chancellor of the Duchy of Lancaster nothing was further from his mind than that he should ever be obliged to sit in judgment on appeals from the decision of the Vice-Chancellor. By the Act of 1854 the powers of the Court of Appeal are exercisable by the Lords Justices, or by the Chancellor of the Duchy sitting either alone or jointly with either or both of the Lords Justices. The decisions of Vice-Chancellors James and Wickens have been found so good that scarcely any have been appealed of late. At length, however, an appeal from Vice-Chancellor Wickens came on for hearing last week, and there being, thanks to the economical policy of the Government, only one Lord Justice, the appeal must have gone unheard had not Lord Dufferin submitted to come and play dummy to Lord Justice Giffard. Not possessing a wig, his Lordship sat wigless, robed in his academic gown, and entertained himself as best he could while Lord Justice Giffard disposed of the case. The Chancellor must have found the novel occupation rather tedious, inasmuch as the case occupied two days. This incident serves to illustrate the amount gained by the public through the persistence of the Government in not filling up the vacancy in the Lords Justices' Court. If, as people suppose, the Chancellor of the Exchequer is to be credited with this piece of economy, it would serve him right if he were made to sit daily in the court which bears his name and listen to arguments of the driest possible law. If Mr. Lowe had been in Lord Dufferin's place, he would probably have insisted on giving an original judgment. What is the precise object of the Government in declining to fill up the vacancy in the Lords Justices' Court we do not profess to understand, unless it be a general repugnance, partaking of the nature of monomania, to the elevation of any person whatever to the bench.

It has, we understand, been now announced that the vacancy in the Scotch Court of Session, occasioned by the death of Lord Manor, is not to be filled up. Yet the late judge left a long cause list undisposed of, and the business of the court is falling rapidly into arrear, simply because the judges, already very hard worked, cannot cope with an extra burden.

We hear also that in Dublin serious inconvenience is experienced by suitors, in consequence of the delay in appointing a successor to the late Master of the Rolls.

WE LATELY COMMENTED on a notable scheme of Chancery retrenchment, which in effect consisted in reducing the number of equity judges of first instance to three by converting the Master of the Rolls into an appellate judge, without appointing any other person to supply his place as a judge of first instance. Had the contrivers of this plan ever considered what would be the result of their scheme being carried into effect, except from an £ *s. d.* point of view? After all that a powerful contemporary has said about the powers of primary jurisdiction being in excess of the requirements of the public, the fact remains that there is a certain amount of business to be done every year, and a certain number of days for it to be done in. We find that last year the Master of the Rolls sat 151 days, and the three Vice-Chancellors 502 days, or an average of 167 days each; the difference being chiefly accounted for by the sittings of the Master of the Rolls on the Judicial Committee of the Privy Council. If the court over which the Master of the Rolls now presides be suppressed, the work now done in that court will be distributed among the three Vice-Chancellors, and in order to dispose of it, assuming them to dispose of it with the same rapidity as his Lordship now does, they must sit an average of fifty days each additional, or 217 days in all. We presume that even the writer in the *Times* will not expect a judge to sit longer than from ten to three or four daily, besides attendance at chambers. They must, therefore, sit about 217 days a-piece in order to get through their business; for it is to be supposed that one of the requirements of the public is that arrears shall not be suffered to accumulate.

THE COURT OF COMMON PLEAS has commenced hearing the appeals from revising barristers, which are few in number this year. There were two appeals entered which related to the lodger franchise, but these have unfortunately been both withdrawn, and, therefore, there will be no decision of the Court this year upon any of the questions which have troubled the revising barristers in reference to that franchise. The first case heard by the Court was an appeal from a decision of the revising barrister for Bradford, who had held that a householder was disqualified from being registered under the Act of 1867, by the fact of his taking in a lodger who besides occupying a bedroom was allowed to use a sitting room jointly with the rest of the household. This decision was based upon the assumption that, under these circumstances, the householder was only a joint occupier of his house, and as such not qualified under the recent Act. Of course, if this had been so, it would have taken the franchise from a very large proportion of those who were supposed to have been enfranchised, and it would have been somewhat remarkable, if there had been anything in the point, that it should not have been discovered at the first registration under the Act. Of course, however, the Court had little difficulty in coming to the conclusion that the lodger and the householder could not be considered as joint occupiers, and, therefore, reversed the decision. The next case related to the occupiers of chambers in the Temple. It will be remembered that it was held last year that the occupier of one room, as under-tenant, could not be registered in respect of a "house." Upon the strength of this decision, the revising barrister in the present year held that those barristers who rented from the Inn a set of chambers, but who underlet one or more rooms, could not be registered in respect of a house unless they had expressly reserved power to enter the rooms of their under-tenants whenever they pleased. This decision created considerable surprise at the time, and has now been reversed. It was founded upon the assumption, in the first place, that a constructive occupation was out of the question, so that the voter could only rely on his occupation of that part of his chambers, which he did not underlet, and secondly on a sort of algebraical proposition that a house, minus part of a house, could not be a whole house. The Court did not seem quite to agree with the latter proposition; but they decided the case on the ground that constructive occupation of part of the qualifying premises with actual occupation of the residue was sufficient. Perhaps the point most worthy of notice was the emphasis with which the Court explained their decision of last year as deciding merely that the under-tenants were not qualified for a "house." We pointed out last year that the qualification, if one at all, was in respect of "another building" *ejusdem generis* with shop or counting house, each of which terms evidently relate to something which is part of another larger edifice; so that, in considering what constitutes such

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"other building," the question of structural severance, which is of importance in the case of a house, becomes immaterial. Probably the Chief Justice, and Mr. Justice Willes, in the remarks they made on the the decision of last year, meant to intimate that it was no authority upon this further question, as certainly will be seen to be the case when the qualification of the claimant there as entered on the list is referred to.

IT IS A WELL ESTABLISHED RULE of evidence that when a document is in the hands of the adversary who withholds it at the trial, secondary evidence of its contents will be admitted, if notice to produce the original has been duly given. "In the application of this rule no distinction is recognised between civil and criminal cases" (Taylor on Evidence, vol. 1 p. 433, 5th ed.). There is an exception to the rule, if from the nature of the action or indictment "the defendant must know that he will be charged with the possession of an instrument, and will be called upon to produce it." (Taylor on Evidence, vol. 1 p. 442, 5th ed.) In such cases secondary evidence of the contents of the document is admissible without giving notice to produce. This exception has been recognised in actions of trover for written instruments, prosecutions for stealing documents, and in similar cases. It has, however, been held that this exception does not apply to a prosecution for forgery of a deed. (*Reg.* v. *Howarth*, 4 C. & P. 254.)

The Court for the Consideration of Crown Cases Reserved in Ireland decided last Saturday that, on an indictment for forging and uttering a bank-note, secondary evidence of the note, which had been returned to the prisoner before the commencement of the prosecution, was not admissible, as notice to produce had not been given to the prisoner. This decision follows *Reg.* v. *Howarth*, but it is of importance, as it tends to shake the authority upon which the exception to the general rule requiring notice to produce is based.

It is difficult to reconcile *Reg.* v. *Howarth* and *Reg.* v. *Fitzsimmons* with other cases, where it has been held that notice to produce is unnecessary "when the *instrument itself* is the subject of the charge against the prisoner" (*Reg* v. *Brennan*, 3 Craw. & D. 109). The cases that have thus decided are not of great weight, and their authority is necessarily much weakened by the decision in *Reg.* v. *Fitzsimmons*, and at present the very existence of the supposed exception to the general rule is therefore somewhat doubtful.

THE LETTER OF "H. R." in our columns of this week deserves a short notice. "H. R." recounts a somewhat singular occurrence as having lately happened at Newington. A man bought an estate in that parish twenty years ago, and possessed it in peace until about two years from this date, when he was disagreeably astonished by learning that some one claiming a title to the property had distrained on his tenants for rent, and seized a certain amount of furniture, &c. He replevied in the county court, and his tenants got back their goods. When the action of ejectment, which he was under obligation to bring to try the legal right to the property, came to a trial, the defendant, the distrainor, put in no appearance, and suffered judgment by default. Being subsequently brought before the Court for non-payment of the costs awarded, this adverse claimant proved to be a very poor old woman, lately an inmate of the union workhouse, who could say no more than that she was sure the property was hers. The possessor naturally anticipated no further annoyance in the matter, but last week was again most unpleasantly disabused by another distress put in by the same claimant.

This is "H. R.'s" story, upon which he argues that the present law of distress should be abolished, and the landlord left to his action. His argument is, that since anyone may distrain upon anyone else (which is true), any pauper may put any householder to endless expense by distraining without the shadow of a claim, and the wrongdoer being a pauper, the landlord can have no redress. Secondly, he says, any thief may come with a sham distress warrant and rifle your house of its contents.

Now, the case narrated by "H. R." is, if accurately stated by him, an unfortunate one. We are glad also to say that it is a very uncommon one. It is perfectly true that you have only to find a broker willing to act and to deliver him a distress warrant, in order, without having the shadow of a title, to distrain upon any house you please; *exempli gratiâ*—a crossing-sweeper might, in that way, put a distress into Mr. Disraeli's house, and though Mr. Disraeli would, of course, would get back his goods, he would be put to great inconvenience, and would get nothing out of the crossing-sweeper. But "H. R." forgets that the broker is a trespasser as well as his principal. He may either be sued alone or joined with the person for whom he acted. A plaintiff usually assumes that the broker is less solvent than his principal (besides the fact that the broker is almost sure to have been the least in fault); but there is no reason whatever why he should not sue the broker for damages, leaving the latter to his own remedy over against the person who instructed him to distrain. This consideration renders nugatory "H. R.'s" corollary, besides rendering such instances extremely rare through the brokers being put upon their guard.

As to "H. R.'s" second argument, that a gang of thieves might come with a sham distress warrant and sack the house of any one of us—it is entirely worthless, for the simple reason that it applies to every compulsory process of our law. The same may be said of all sorts of warrants. A knot of thieves *might* dress up as policemen, and enter any house with a pretended search warrant (indeed, it is on record that some daring thieves actually carried a man in this way before a magistrate, and eventually left him, after despoiling him of his watch and so forth); but I am not on that account justified in arguing that all policemen should be repealed, disendowed, and disestablished.

THE CONFUSION created by sections 7 and 10 of the County Courts Act 1867, was again exemplified at the Lambeth County Court a few days ago. An attorney applied to the Court in terms of section 7 to have a day fixed for the trial of a cause remitted from the Queen's Bench. On referring to the section the judge said it was necessary that the writ should be endorsed for a sum of £50 or less to enable him to try the cause. There was no sum endorsed on the writ; but the particulars of demand disclosed a claim for £100 which took away his power. If the action had been one of tort for any amount, or however complicated, he could try it under section 10—but the Legislature had, by section 7, declared him incompetent to try a case of simple contract if more than £50 was claimed. As this case at present stood, the only court competent to try it was the Queen's Bench. The absurdity pointed out by the learned judge was shortly afterwards illustrated by his fixing a day, in compliance with an application under section 10, for trying a running-down case from the Common Pleas, in which the claim was £300.

LAST SATURDAY THE COURT for the consideration of Crown Cases Reserved decided a point of some importance as to the meaning of the word "forge" in the criminal law. The prisoner owned certain land, and he gave an equitable mortgage of it to the prosecutor. He afterwards became insolvent, and executed a deed under the Bankruptcy Act, 1861, conveying all his property, real and personal, to a trustee for his creditors. Subsequently he joined with the trustee in the execution of a deed conveying the legal estate of the land to the prosecutor. A little later he executed a deed which purported to grant a long lease of the land to his son. This deed purported to bear date before the execution of either of the before-mentioned deeds. The prisoner was indicted for forging under 24 & 25 Vict. c. 98, s. 20, which

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contains no definition of forgery. The jury found in effect that the deed was knowingly antedated with a fraudulent intent to cheat the prosecutor. It was argued for the prisoner that no forgery had been committed, as the deed was really executed by the persons by whom it purported to be executed, and that the mere false statement of the date could not constitute forgery. There was no modern decision upon the point, although some of the modern text writers seem to include such a case within their definitions of forgery. The Court held that the offence was forgery; but they pointed out that a false statement in an instrument, although fraudulently inserted, does not necessarily amount to a forgery, but if the instrument itself is false—that is, if it purports to be that what it is not—then the making of it may be a forgery. Here the date was the very essence of the deed, and it was proved that the date was fraudulently inserted, the crime of forgery was therefore committed, as the deed was undoubtedly a false deed, and not merely a deed containing a false statement.

THE FATE THIS WEEK of a petition to wind up a concern called Spence's Patent Non-conducting Composition Company deserves a note. The petition was a shareholders' petition, and the Master of the Rolls, in whose court it was filed, did not consider that the petitioning shareholders had made out a case for winding up. There appeared, however, in support of the petition, an unpaid creditor. Now, an unpaid creditor who has an unsatisfied judgment, or who has made the formal demand mentioned in section 60 of the Companies Act, 1862, has a right, almost if not quite *ex debito justitiæ*, to a winding-up order on his own petition. The Master of the Rolls in this case doubted whether he ought not to make the winding-up order and give the carriage to the creditor in question. He decided on not doing so, because he thought it not fair to the company to turn a shareholders' petition into a creditors' petition on so short a notice, the respondents, of course, having come into court prepared to meet only the former. The petition was therefore dismissed with costs, with, of course, the result that the creditor who had appeared had to pay his own costs of so doing. Had he petitioned himself he would in all probability have obtained his order.

MR. S. GROVE GRADY, the newly-appointed Reader of Hindu, Mahommedan, and Indian Laws to the Inns of Court, delivered, on Saturday last, his first inaugural lecture, in the Middle Temple Hall. An outline of it will be found in another column.

THE OPERATION OF THE BANKRUPTCY ACT, 1869, ON VOLUNTARY AND OTHER SETTLEMENTS.

No. I.

The object of the following remarks is to discuss the alterations in the law relating to voluntary and other settlements by the 91st section of the Bankruptcy Act, 1869, which Act comes into operation on the 1st of January, 1870. This section is as follows:—

"Any settlement of property made by a trader not being a settlement made before and in consideration of marriage, or made in favour of a purchaser or incumbrancer in good faith and for valuable consideration, or a settlement made on or for the wife or children of the settlor of property which has accrued to the settlor after marriage in right of his wife shall, if the settlor becomes bankrupt within two years after the date of such settlement, be void as against the trustee of the bankrupt appointed under this Act, and shall if the settlor becomes bankrupt at any subsequent time within ten years after the date of such settlement, unless the parties claiming under such settlement can prove that the settlor was, at the time of making the settlement, able to pay all his debts without the aid of the property comprised in such settlement, be void against such trustee. Any covenant or contract made by a trader in consideration of marriage for the future settlement upon, or for his wife or children of any money or property wherein he had not at the date of his marriage, any estate or interest, whether vested, revested, or contingent, in possession or remainder, and not being money or property of or in right of his wife shall upon his becoming bankrupt before such property or money has been actually transferred or paid pursuant to such contract or covenant be void against his trustee appointed under this Act. "Settlement" shall for the purposes of this section include any conveyance or transfer of property."

In order to ascertain the scope of this section it will be desirable to consider first, in accordance with the well-known canon of interpretation, the old law, and the mischief, and then the remedy. It will be observed then that the section applies only to two classes of settlements,—first, and chiefly, to voluntary settlements; and, secondly, to ante-nuptial settlements, so far as they consist of covenants for the future settlement upon and for wife and children of any money or property not being money or property of or in right of his wife, wherein the settlor had not at the date of his marriage any estate or interest, whether vested or contingent. Again, it must be noticed that the section applies only to settlements by traders within the meaning of the Bankruptcy Act, 1869, as set forth in the first schedule thereto.

The old law with respect to a covenant or contract in an ante-nuptial settlement, by the husband, to settle future property, is briefly this:—if the husband covenants to pay to the trustees a certain sum of money, to be held by them upon trusts for his wife and family and afterwards becomes bankrupt, the trustees can prove under the bankruptcy for the full amount, if payable on demand, or the actual value for the time being, if payable at any fixed future period. If the husband covenants to settle property which he may subsequently acquire, then, if the covenant refers to specific property, or if property is acquired with the intention of satisfying the covenant, a lien on such property is created by the covenant; but, under any other circumstances, in the case of the bankruptcy of the husband before fhe satisfaction of the covenant the trustees are only entitled to come in as creditors under the bankruptcy.

The old law with respect to voluntary settlements is deducible from the two well-known statutes, the 13 of Eliz. c. 5, and the 27 of Eliz. c. 4, with the many cases that have been decided thereon. That law may be briefly stated thus:—Any voluntary settlement of real property is void under the latter of the two statutes against a subsequent purchaser for value, whether such purchaser had or had not notice of the existence of the settlement at the time of the purchase; every voluntary settlement of any species of property is void under the former of the two statutes if "contrived to delay, hinder, or defraud creditors and others." The construction placed upon that statute is, that if prior creditors can prove that their remedies were, as events happened, delayed or hindered by the post-nuptial settlement, they can upset it; that when a settlement is upset, subsequent creditors come in *pari passú* with prior creditors; and that a subsequent creditor can file a bill to upset a settlement when any prior debt remains unpaid. Whether a subsequent creditor has any equity to file a bill to upset a settlement under the 13 of Eliz. c. 5, whether any prior debts remain unpaid or not, or when there were no prior debts at all is still unsettled; but the writer of a recent treatise on the subject appears to think that under certain circumstances he can.

Such being the old law, what was the mischief? A very considerable one. A man was able by covenanting in an ante-nuptial settlement to pay a sum of money after the marriage to the trustees of the settlement, or to put property of a specified value into settlement, to enable the trustees to prove under his bankruptcy in the event of his becoming bankrupt, and thus to defraud his creditors and indirectly to secure a provision for himself out of his own property. Again, it is not too much to say that a vast amount of injustice, nay, more of rascality, has been perpetrated by means of post-nuptial settlements, and this is especially true in the commercial

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world. When a man realises any money by legitimate trading or speculation, or obtains any property by gift or inheritance, he often, by means of a post-nuptial settlement, settles it upon his wife and family. Although, in the eye of the law, it ceases to be his, yet he continues to obtain credit upon the strength of it, even if he does not actually employ it in his business; but when he becomes bankrupt, in all probability his creditors cannot touch it. Of course, it is open to them to upset the settlement under the 13 of Eliz. c. 5, but then upon them rests the burden of proving that the settlement was contrived to "delay, hinder, or defraud" them. If they can show that the settler was insolvent at the time he executed the settlement or rendered himself insolvent thereby, the proof is easy; but if they cannot the proof is so difficult that it is often treated as impossible.

At last, matters arrived at such a crisis, and the demand for an alteration in the law became so imperative, that the Legislature took the matter up; but, instead of bringing in a short Act to remedy the mischief, they, with that piecemeal legislation that is so objectionable, inserted a clause in the Bankruptcy Act of last session, and that clause has now to be considered.

In the first place, the clause applies only, as before stated, to settlements executed by "traders" within the meaning of the Act. Traders are defined by the first schedule thereto as follows:—

"Alum makers, apothecaries, auctioneers, bankers, bleachers, brokers, brickmakers, builders, calenderers, carpenters, carriers, cattle or sheep salesmen, coach proprietors, cowkeepers, dyers, fullers, keepers of inn taverns, hotels, or coffee houses, lime burners, livery stable keepers, market gardeners, millers, packers, printers, sharebrokers, shipowners, shipwrights, stockbrokers, stockjobbers, victuallers, warehousemen, wharfingers, persons using the trade or profession of a scrivener receiving other men's money or estates into their trust or custody, persons insuring ships or their freight, or other matters against perils of the sea, persons using the trade of merchandise by way of bargaining, exchange, bartering, commission, consignment, or otherwise, in gross or by retail, and persons who either for themselves or as agents or factors for others seek their living by buying or selling, or buying and letting for hire, goods or commodities, or by workmanship or the conversion of goods or commodities, but a farmer, grazier, common labourer, or workman for hire shall not nor shall a member of any partnership, association, or company which cannot be adjudged bankrupt under this Act be deemed as such a trader for the purposes of this Act."

So that settlements made by barristers, solicitors, physicians, clergymen, and persons not engaged in any trade or profession, do not fall within the scope of this section, and will continue to be governed by the old law. Why there should be one law governing the settlements of traders and another governing those of non-traders it is impossible to see. The distinction, such as it is, was not in the bill originally, was not in the amendment proposed and carried by Mr. Rathbone, but was introduced into the measure by the House of Lords. When further legislation comes—and it probably will come upon this subject—this distinction ought certainly to be abolished.

(To be continued.)

RECENT DECISIONS.

EQUITY.

PENALTY—MORTGAGE TO BUILDING SOCIETY.

Matterson v. *Elderfield*, L.C., 17 W. R. 422.

The Court of Equity never enforces a penalty or forfeiture (Story, s. 1319), and the Court relieves against almost all penalties except statutory ones, but it will not relieve unless it can put the other party into as good a condition as if there had been no breach made (*Rose* v. *Rose*, 1 Amb. 331). It is often a difficult question to determine what is a penalty and what is not, so as to decide upon which side of the line some particular stipulation falls; and no rigid definition can be laid down which should meet the innumerable cases constantly arising. As Lord Macclesfield put it in the leading case of *Peachy* v. *Duke of Somerset* (1 Stra. 447, 2 Wh. & Tu. L. C.), the true foundation of the equitable jurisdiction to relieve is from the original intent of the case, and when the Court can give a party, by way of recompense, all that he expected or desired. In most of the doubtful cases an effective test is—was that against which relief is asked imposed for securing the performance of an agreement to do a certain act, or was it stipulated for as the price for doing, or refraining from doing, a certain act (Wh. & Tu. L. C., *ubi sup.*)? This is what is meant by distinguishing cases as cases of penalty or of mere contract, an expression which sometimes puzzles the student, who wonders how such a distinction can be drawn, seeing that in every case a contract is involved—even in the simplest case of a bond with penal sum.

If a creditor agrees to take less than his debt, provided such reduced sum be paid by a certain day, and the debtor makes default on that day, the Court will not relieve him against the consequences of being remitted back to his original debt (*Ex parte Bennet*, 2 Atk. 527). But where the stipulation has been for a mortgage to secure the lesser sum, a very difficult question may arise as to the consequences of the ordinary default in discharging the mortgage money on the day named in the mortgage deed. This very question arose in *Thompson* v. *Hudson* (15 W. R. 697, L. R. 3 Ch. 255); and unfortunately, in consequence, perhaps, of the complication of the facts, the Court of Appeal differed upon the essential question in the case. In that case there was an agreement to provide, partly by cash payment and partly by mortgage, a certain sum less than the debt, upon which the creditor was to execute a release for the whole amount; but if the debtor failed to perform the agreement the creditor was to be remitted to his original right. The payments were made and the mortgage executed, but the mortgage-deed contained a stipulation that if the mortgage-money were not paid on the day named in the deed the creditor should revert to his original debt. The mortgage-money was not paid on the day specified in the deed, and the question arose, was the smaller or the larger sum now recoverable by the creditor. The Master of the Rolls held the smaller, regarding the transaction as a mortgage to secure a certain sum, with a stipulation that, on default, a larger sum should be recoverable. On that construction such a stipulation would, of course, be penal. Lord Chelmsford affirmed the Master of the Rolls, but on another ground; he held that the stipulation in the mortgage-deed reviving the original debt was *ultra* the original agreement, which itself was indisputably legitimate and equitable. But Lord Justice Turner thought that the larger sum was recoverable by the creditor, considering the case as of one entire agreement. That is no doubt the real question in the case—was or was not the stipulation inserted in the mortgage deed to be considered part of the original agreement, for if it had been expressly stated in the original agreement that on default of mortgage-money on the day named in the deed the original debt should be recoverable such a stipulation would have been undoubtedly valid in equity.

A similar question of construction has sometimes arisen in the case of mortgages made by members of building societies. The terms exacted by these societies of their borrowing members are generally very hard; hence the numerous instances in which relief has been sought by mortgagors, as against a penalty. Generally, however, it turns out that the case is not one of penalty, but of a mere stipulation, against which no relief can be had.

In *Parker* v. *Butcher* (L. R. 3 Eq. 762, 15 W. R. Ch. Dig. 22) the rules imposed a fine at the rate of one shilling per pound per month, on default in paying the monthly contributions or instalments, by which principal

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and interest were to be discharged; and the Master of the Rolls held that these fines were not within the equitable doctrine of relief against penalties, and refused to allow the mortgagor to redeem without paying them; he would not, however, allow them to bear interest, holding that that would be to give compound interest. In the present case the rules provided that a member redeeming his mortgage beforehand should be allowed a rebate upon the future instalments which he thus paid in advance, which, of course, he ought to have, those instalments professedly including interest. The mortgage-deed, in pursuance of another rule, contained a power of sale exercisable on a certain default in paying the monthly instalments; under this power the purchase-money was to be applied in payment of all the moneys due or to become due for subscriptions and fines, and no mention was made of any rebate. The assignees of a bankrupt mortgagor against whom this compulsory power of sale had been exercised claimed that in equity there ought to be a rebate, but Lord Hatherley, reversing Vice-Chancellor Giffard, held that as the rule gave none, the mortgagor, having contracted for none, could claim none, and that the case was not one of a penalty but of a plain contract against which equity could not relieve.

There are three older cases—viz., *Mosley* v. *Baker*, 6 Ha. 87; *Fleming* v. *Self*, 3 D. M. & G. 997; and *Smith* v. *Pilkington*, 1 D. F. & J. 135, which are usually cited in these cases. They are however scarcely relevant to the present case.

THE "GARNISHEE CLAUSES" OF THE COMMON LAW PROCEDURE ACT, 1854, INAPPLICABLE TO THE DEBTOR'S EQUITABLE INTEREST.

Horsley v. *Cox*, L.C., 17 W. R. 596.

This is a decision which common law practitioners should note up against the Common Law Procedure Acts, deciding, as it does, once for all, that the Court of Equity will not assist a judgment-creditor to make available against an equitable interest belonging to his debtor. the "garnishee" clauses of the Common Law Procedure Act, 1854.

It is a rule of equity that where nothing but a *legal* obstacle of form prevents the recovery of a right, the Court of Equity will interfere at the instance of the person entitled, and, by setting aside the formal obstacle, assist him to obtain his right. The case where an outstanding term obstructed the creditor was once a familiar instance of this; but since the Act putting an end to unsatisfied terms, and since the Judgment-Creditor's Acts (1 & 2 Vict. c. 110) and subsequently, this instance is rarer. Under the Judgment Acts the judgment is made a charge against equitable interest; but an equitable interest in land cannot be reached by *elegit*, and so the Court of Equity will assist the judgment-creditor to make the debtor's equitable interest available for his judgment. It requires him, however, to pursue his remedy at law to the uttermost, before seeking the aid of Equity, even to the length of getting the sheriff's return to his writ, though that return must to moral certainty be "*nulla bona*."* In *Thornton* v. *Finch* (4 Giff. 515), the debtor's interest was an equity of redemption, and, the mortgagee being about to sell, a judgment-creditor obtained an injunction to restrain him from paying the surplus purchase-money to the mortgagor. In *Bennett* v. *Powell* (3 W. R. 618, 3 Drew. 326), a *cestui que trust* was entitled to a sum charged upon leaseholds, and Vice-Chancellor Kindersley, upon a bill filed by a creditor claiming under a county court judgment, ordered the trustees to pay the amount. (*Harris* v. *Davison*, 15 Sim. 528, and *Gore* v. *Bowser*, 3 W. R. 430, cited in the principal case were similar instances.)

The "garnishee" clauses of the Common Law Procedure Act, 1854 (17 & 18 Vict. c. 125, ss. 60—66), empower the creditor who has obtained a judgment in any of the superior courts (which by the interpretation clause are to mean the Courts of Common Law), to examine his debtor as to all moneys owing to the debtor, and afterwards obtain a garnishee order calling on the debtors' debtor to show cause why he should not pay the judgment-creditor.

In *Horsley* v. *Cox* these provisions were of no avail to the judgment-creditor, because the debtor had nothing but an interest as a *cestui que trust* in the profits of a business. Lord Hatherley held that the garnishee clauses of the Common Law Procedure Act, 1854, were not within the doctrine of equitable aid above mentioned. He considered that their provisions pointed exclusively to common law remedies and proceedings, observing *inter alia* that money due from a trustee to a *cestui que trust* could not be considered a "debt" within the meaning of section 61, and that there was not, as in the Common Law Procedure Act, 1852, any special clause applying the procedure to courts of equity.

COMMON LAW.

COPYRIGHT.

Ex parte Walker, Q. B., 17 W. R. 1018.

This case has decided several important questions relating to copyright. 25 & 26 Vict. c. 68, s. 1, creates a copyright in original paintings, drawings, and photographs. Section 4 requires the registration of a memorandum of every copyright, and of all subsequent assignments thereof, and no proprietor of a copyright is entitled to the benefit of the Act until such registration.

By 5 & 6 Vict. c. 45, which is partially incorporated with 25 & 26 Vict. c. 68, certified copies of entries in the register are made *primâ facie* evidence of the proprietorship of the registered owner, and it is also provided that any person who may "deem himself aggrieved" by any entry in the register may apply to the Court to have such entry expunged or varied.

The applicant in *Ex parte Walker* had been convicted of an infringement of Mr. Graves' copyright (which was registered) in certain pictures. At the hearing of the case Mr. Graves' ownership was proved by certified copies of the entries in the register.

Walker subsequently applied to the Court to have these entries varied or expunged, on the ground that Mr. Graves' title was not complete, and that, therefore, he ought not to remain on the register as the proprietor of the copyright in question. 5 & 6 Vict. c. 45, gives the right to make an application of this sort only to "a person aggrieved" by any entry.

The objections raised to Mr. Graves' title were—first, that there could be no copyright in a photograph of a picture; secondly, that the original assignment of the copyright to Mr. Graves was not registered. Walker did not claim any interest in or title to the copyright in question. His complaint was that as he had been convicted on the evidence of the entries, he was aggrieved by such entry if Mr. Graves was not entitled to be registered as proprietor of the copyright.

These points were decided against Walker, and the application was refused. It was held that there may be a copyright in a photograph of a picture, also that the fact that there have been unregistered assignments of a copyright prior to its first registration does not invalidate such registration, as the statute only requires that all assignments subsequent to such registration shall be registered.

This view of these points rendered it unnecessary to decide whether Walker was a "person aggrieved" within the statute. All the judges, however, agreed that Walker was not a "person aggrieved," and the case is thus in effect as much an authority upon this as upon the other question.

It seems very difficult to define what persons come within the description of "persons aggrieved" by an

* For some notice of the late cases under these confused and ill-drawn Acts, see 13 S. J. 811.

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entry in the register. The judgment of Hannen, J., contains an explanation of the meaning of this expression, and this explanation seems to agree with the opinion of the other members of the Court. Hannen, J., says the only person who has a right to make this application "is one who can show that the entry is inconsistent with some right which he sets up in himself or other persons or circumstances from which the Court could see that the entry would in some way inconvenience the applicant; for instance, if a person had an intention of making copies of the work and dared not do so while the entry existed, the Court might entertain that if they thought it *bonâ fide*. In this case the application is only to raise a question of a technical character which the applicant can raise otherwise, and the Court ought not to grant this application."

In considering the effect of this case as an authority on this point, it will be necessary to weigh well the effect of this sentence in the judgment of Hannen, J.

ASSIGNMENT OF DEBENTURES—SET OFF—RIGHTS OF ASSIGNEE.

Higgs v. *Northern Assam Tea Company*, Ex., 17 W. R. 1125.

The old rule of the common law, that a *chose in action* cannot be assigned, is constantly clashing with the every-day practice by which *choses in action* are in fact assigned. Such assignments, in strict theory, give no legal right to the assignee, although they have long been recognised in equity. The assignee can, however, in fact, obtain a recognition of his rights at law by bringing an action in the name of the assignor. This course has the disadvantage that it enables the defendant to set up in the action any defence which he may have against the assignor, such as set-off in an action for a debt, even although such set-off is entirely collateral to the *chose in action* sued upon. The defendant may have so acted as to have debarred himself from the right of relying on a set-off, but the general rule is as above stated.

An important modification of the legal rights of a defendant sued by an assignee of his creditor's debt was created by *Dickson* v. *The Swansea, &c., Railway Company* (17 W. R. 51). There the defendants gave a Lloyd's bond to the plaintiff, who agreed at the same time that he would see that the bond was paid at maturity. The bond was given to the plaintiff for the purpose of being assigned to raise money. The plaintiff assigned the bond, and the assignee sued the defendants in the plaintiff's name. The defendants pleaded a set-off against the plaintiff. The plaintiff replied these facts; and the Court gave judgment for the plaintiff, on the ground that, as the bond was given for the purpose of being assigned, it would be inequitable to allow the defendants to set up a defence which would deprive the assignee of any benefit under the assignment. "By the defendants' act the plaintiff had been enabled to deceive the parties who advanced the money; and, having by that means got the money from them, was now in the position of a trustee suing on their behalf," and his claim as such trustee was not subject to the set-off.

In *Higgs* v. *The Northern Assam, &c., Company* this principle has been followed. The defendants issued debentures payable to the plaintiff and his assigns. The plaintiff assigned them. The defendants in various ways subsequently recognised the assignees as the owners of the debentures. It was taken as a fact in the decision of the case that, from collateral facts as well as from their form, it was intended that the debentures should be assigned. It was held, in an action by the assignees in the plaintiff's name, that the defendants could not avail themselves of a set-off against the plaintiff.

There were two distinct grounds on which this decision might have been based—viz., on the fact that the defendants intended that the debentures should be assigned, or on their subsequent dealings with the assignees. The judgment appears to have been based upon the two grounds together, and does not very clearly point out the weight which was attached to each of these considerations separately. The Court say—"Both parties must have contemplated these debentures would be assigned, but as they could not practically be sold and assigned if subject to an uncertain set-off against the plaintiff, both he and the defendants must have intended that in the hands of transferrees they should not be subject to that set-off." The judgment then examines the dealings between the assignees and the defendants subsequent to the assignment, the legal result of which depends of course upon the special circumstances of the case.

This case and *Dickson* v. *The Vale, &c., Railway Company* furnish some authority for the proposition, that where a defendant has given bonds, debentures, or other similar instruments to the plaintiff with the intention that such instruments shall be assigned, he is not allowed in an action on the instruments by assignees in the plaintiff's name to set up a set-off against, or collateral agreement with, the plaintiff, or other similar defence arising from matters wholly collateral to such instruments and not appearing upon the face of them. These cases are, however, open to the observation that it does not clearly appear that this was the sole *ratio decidendi* in either of them. In *Dickson* v. *The Vale, &c., Railway Company* the setting up by the defendants of their agreement with the plaintiff as a defence to the action was a fraud on the assignees; and in *Higgs* v. *The Northern Assam, &c., Company* there were other grounds for the decision. It seems likely, however, that the proposition we have mentioned will be declared to be law whenever the point requires decision. In these remarks we have used the term "assignees" as signifying *bonâ fide* assignees for value without notice. If an assignee has notice of a set-off, &c., an entirely different question may be raised.

REVIEWS.

The Law of Carriers of Goods and Passengers, Private and Public, Inland and Foreign, by Railway, Steamboat, and other Modes of Transportation; also the Construction, Responsibility, and Duty of Telegraph Companies, the Responsibility and Duty of Innkeepers, and the Law of Bailments of every Class, embracing Remedies. By ISAAC F. REDFIELD, LL.D. H. O. Houghton & Co., Cambridge, Mass., and Hurd & Houghton, New York. 1869.

We have given at full length the title of this work. It might be assumed, on reading it, that, as the author tells us is really the case, the work has outgrown the original design. Having given, with considerable detail, the law applicable to particular bailments of common occurrence, he thought that he had so nearly exhausted the subject of bailments that it was desirable to make the work include the whole subject. This has been done by adding at the end of the book certain chapters dealing with the general subject. We should have thought it a more artistic arrangement to have given first the general law of bailments, and then to have passed on to deal with the specific instances. As it is, the whole of the first part relating to private carriers might certainly have been included in that dealing with the general law of bailments, while, even in the part relating to public carriers, the general propositions, which are to come at the end, have necessarily to be anticipated—*e.g.*, by the note at page 17. We should have thought that the alteration in the original designs of the work might have been carried out thus almost as easily and much better than in the way the author has adopted.

There is, however, at all events, one person who not only is thoroughly well satisfied with this work as it stands, a feeling he perhaps shares with many authors, but who is, as is less common, not the least ashamed of saying so. Mr. Redfield tells us in his preface that—

"Unless he is in some way led into misapprehension in regard to the readableness and utility of this work, it will be found an agreeable and valuable text-book, as well as a reliable digest of the leading cases upon all the topics discussed."

Again, in the general introduction,—

"The present work has been prepared with great care, in order

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to secure accuracy and completeness, and, at the same time, with such a perspicuous and simple arrangement, and so perfect an index, as to enable everyone to find at once all that shall be desired upon all the topics treated. It is hoped and believed such will be found to be the results; and that it will, on these accounts, be found greatly useful both to the professional and unprofessional who may desire to consult it, and especially so to students."

Not only do we find in these and in other passages a tone of self-assertion to which we are somewhat unaccustomed in writers of English law books, but we notice also a tendency to declamation on general subjects, which is, perhaps, characteristic of the nationality of the author. Thus he is very eloquent on the subject of railway management and responsibility, and admires greatly the German railways on which there are signalmen "whose sole employment is to know that all is right on the advancing line, and to bow the trains along by the graceful touch of the hat as they pass." In reference to innkeepers, he notices at some length their habit of making exorbitant charges. This he tells us is inherent in the nature of the business, though unfortunately no legal treatise and no legislation can be expected to remedy it. Upon the question how far the captain of a passenger ship is justified in excluding from the cabin a passenger on the ground of ungentlemanly manners or conduct, he tells us that

"Where the passenger behaves as well as he knows how, it is all that will be required. If he still fails to meet the demands of the average standard of factitious refinements in social intercourse, he is less in fault often than the framers of such senseless dogmas as disgust rather than edify."

If we were to come across writing of this sort in an English law book, we should be apt to suspect the writer of being somewhat superficial and hasty in his conclusions, and to think his work the less reliable in consequence. Probably, however, it would be unfair to do so in the present instance, and certainly if there were any chance that the work would meet with non-professional readers, as Mr. Redfield appears to think it will, the frequent occurrence of passages of this sort would be likely to make it more entertaining to them. Before passing on to the legal merits of the work we may notice a somewhat amusing use of the editorial "we." After criticising somewhat severely a decision of the court of Pennsylvania, and charitably expressing a hope that "there is some apology for the decision which does not occur to us as resulting from the general principles involved in the case," the author says, "we recollect, while exercising the office of Chancellor in Vermont, to have made a peremptory order against our clerk of the court," etc., the order of course differing in principle from that made in Pennsylvania.

By far the greater part of the work is that which deals with the law of common carriers, and of this a very considerable portion is devoted to the cases as to carriers of passengers. The whole of this is certainly coloured by the very strong views which the writer takes as to the extent to which railway companies and other carriers ought to be made liable. He considers that the common sense instincts of juries have raised them to a higher plane of wisdom and justice than that which the courts or the profession have yet attained. Starting in this way, it is easy to see what views he would take upon all cases where the liability of the railway company was debateable. He does not, indeed, hold that there is not the difference usually supposed to exist between the cases of carriers of goods and carriers of passengers—viz., that in the one case the carrier is an insurer, in the other he is not. He insists, however, that the difference is rather formal than substantial. We do not find that the recent case of *Redhead* v. *The Midland Railway* is noticed at all in this volume. It is probable that the report of the case in the Exchequer Chamber would not have reached the author in time for publication, as he notices the report of the decision of the Exchequer Chamber in *Siner and Wife* v. *The Great Western Railway*, in 17 W. R. 417, as just come to hand after he had written some remarks upon that case in the court below. The decision of the Exchequer Chamber in *Redhead's case* was reported 17 W. R. 737, and probably, therefore, was just too late to be noticed. The decision of the Queen's Bench in *Redhead's case* was, however, given more than two years ago, and it is a little curious that it should not have been dealt with. As our readers no doubt remember, the American authorities were much discussed, and it was argued from various decided cases, especially *Alden* v. *The New York Central Railway Company* (12 Smith, 102), that the American rule was, that although the carrier did not insure the safety of his passengers, yet that he did warrant his vehicles as roadworthy. Mr. Redfield, however, appears not to have paid much attention to the case of *Alden* v. *The New York Central Railway*, which he only notices incidentally, and quotes once from a report in the *Railway Times*; nor does he draw the distinction between the cases in which it was held that there was such a warranty and the other cases in which the liability was based upon negligence. He does, however, hold to the doctrine that the carrier is responsible for the negligence of the manufacturer, as well as that of his servants. It will be remembered that in *Redhead's case* it was not necessary to decide this point, as negligence on the part of the manufacturer of the carriage, as well as on the part of the railway company, was negatived by the finding of the jury. Mr. Redfield, however, lays down the rule broadly, that the smallest amount of negligence is sufficient to make the company liable.

He especially approves the opinions of Chief Baron Kelly and Mr. Justice Keating in dissenting from the opinion of the majority of the judges in the Exchequer and Exchequer Chamber respectively in the case of *Siner and Wife* v. *The Great Western Railway* (*ubi. sup.*), and says that the true rule in such cases would seem to be that where any arrangement connected with passenger transportation was admitted by being afforded to be a necessary convenience for the security or comfort of the passengers, it should be the duty of carriers to afford it to all as far as practicable. We have said enough to show that the circulation of this work in this country is little likely to be promoted by railway companies. For any one, however, who has to establish the liability of a company under novel circumstances, we do not know a book to which he could refer with greater hope of success in finding arguments, and probably cases, to help him. This applies not only to cases of personal injuries, but also to cases of delay, as to which the author repudiates the rule recently established in England as to the damages recoverable in such cases. He does not seem to have seen the most recent English case on the subject (*Woodger* v. *The Great Western Railway*, 15 W. R. 383), but he criticises severely the previous one of *Hamlin* v. *The Great Northern Railway*, 1 H. & N. 408.

In two other instances besides that of *Redhead's case* Mr. Redfield is unfortunate, in the fact that cases of importance on subjects which he has dealt with at some length have been decided and reported in England just too late for him to notice them. One of these is *Playford* v. *United Kingdom Electric Telegraph Company*, 17 W. R. 968; the other *Giblin* v. *McMullin*, 17 W. R. 445.

In *Playford* v. *United Kingdom Electric Telegraph Company* the Court of Queen's Bench in England have definitely decided that only the person making the contract with the telegraph company can sue them for an error in transmitting it. This would usually be the sender of the message, though, of course, there might be cases where the sender was a mere agent of the receiver, and then of course the receiver could sue. In America, however, it has been held that the sender of the message, supposing him to send it on his own behalf, may sue on the contract, and the receiver may also sue as for a breach of duty. This doctrine appears to have been laid down in several cases but most distinctly in *The New York and Washington Telegraph Company* v. *Dryburgh*, 35 Penn. St. 298. This case Mr. Redfield expressly approves of, while the Court of Queen's Bench here have equally decidedly declined to follow it. This, therefore, is a case in which, in a matter of pure principle, and not one depending upon statute law or anything of that kind, the law in this country and in America is different. It would be interesting to see how Mr. Redfield would have treated the English decision.

The case of *Giblin* v. *McMullin* (17 W. R. 445), in the Privy Council, decided that a bank with whom securities had been deposited were not liable for their having been stolen by the cashier. The same thing had previously been decided upon an almost identical state of facts in *Foster* v. *The Essex Bank* (17 Mass. Rep. 478). This case was quoted before the Privy Council and approved of by them in their judgment. Mr. Redfield, however, though he approves of the statement of the law in *Foster* v. *The Essex Bank*, discusses at some length, and manifestly disapproves of the application there made of the law to the facts. This, again, is a case in which we should have been

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glad to see how Mr. Redfield would deal with the English decision.

In these instances Mr. Redfield has been unfortunate, by reason of the time of his publication. He has, however, shown considerable diligence in incorporating recent English decisions as well as American. This, however, seems to have been done rather rapidly, and in some instances, either by slip of the author or his printer, the references are so given as rather to confuse. Thus, at page 240, *Buckle* v. *Knoop* (L. R. 2 Ex. 125 and 333) is quoted in support of a proposition really contained in *Sandeman* v. *Scurr* (L. R. 2 Q. B. 86; the latter case is quoted for a proposition really contained in *Hudson* v. *Ede* (L. R. 2 Q. B. 566), and the latter case is referred to for something which we imagine is really contained in some other part of Mr. Redfield's work to which, however, no reference is given.

So far our criticism may appear somewhat unfavourable, but we do not desire to leave our readers under the impression that the work is not a valuable one. When once the reader is told that the work is somewhat coloured by the strong views held by the author, he is forewarned, and the defect, if it is one, is cured. Mr. Redfield always advances strong, and sometimes conclusive, arguments in favour of his views. The freedom and vigour of his criticism upon decided cases not according to his views is such as is not often met with, and his remarks must be most useful whenever those cases have to be reconsidered.

As a storehouse from which to draw forcible arguments upon cases within its scope, this volume will be most useful, though in forming an opinion as to many of such cases its guidance should not perhaps be followed implicitly, nor until the statements of the author have been dealt with as those of an advocate would be and thoroughly sifted.

A Practical Guide to the Bankruptcy Law of 1869*; being the Bankruptcy and Debtors Acts*, 1869, *condensed and simplified, with notes, reference tables, and index.* By Joseph Seymour Salaman, Solicitor. London: Groombridge & Son. 1869.

Any book appearing at present which pretended to be a complete treatise on bankruptcy law, founded on the recent legislation upon this subject, would be received by all sensible people with suspicion, or something more than suspicion. But a book, like the present, which makes no false pretensions to the character of a complete treatise, but simply professes to arrange and index the clauses of the Acts in question, is of great utility, and deserves a very different reception.

The sections of the Bankruptcy Act appear to us to have been well arranged and judiciously compressed by Mr. Salaman; and his indexes will be of much use to anyone who has to refer to the Act.

The Law Magazine and Law Review. November, 1869. No. LV. New series. London: Butterworths.

The *Law Magazine* has an averagely interesting number this quarter. The article which possesses most interest is, we think, one on Patent Law Reform, a subject which was brought before the House of Commons last session, by Mr. Macfie, M.P., and will probably be brought up again before long. The writer of this article is opposed to the erection of a "Patent Court," but recommends the employment of assessors in patent cases. The number also contains articles on the Penal Code of New York, on Primogeniture, Imprisonment for Debt, Foreign Debtors in England, the Irish Land Question, the Turnpike System, Naturalization and Allegiance, Rights of Colonial Legislatures, and State Appropriation of Railways. In addition to these, there is a digest of Scotch Court of Session cases, and the usual summary of events of the quarter, and reviews. Some of the articles are well worth reading; the reviews appear to us the least able portion of the number.

COURTS.

COURT OF CHANCERY.

Lord Justice.

Practice as to Appeals direct from Chambers.

An application was made on Friday, the 12th inst., to Lord Justice Giffard, to allow an appeal to be heard in a case which had been argued in chambers before the judge himself, who declined to have it re-argued in court.

Giffard, L.J., said that he thought the most convenient rule to lay down for the future would be that no appeal should be allowed to be brought direct from chambers, unless the judge of the court below should certify that the matter had been so fully discussed before him in chambers that he did not wish to have it re-argued in court.

COURT OF QUEEN'S BENCH.

Business of the Court.

The Court will sit in banco after term on Friday, the 26th, Saturday, the 27th, and Monday, the 29th November; and on Monday, December 13, for the purpose of delivering judgments only.

COURT OF ADMIRALTY.

(Before Sir R. Phillimore).

Nov. 9.—*The "Young James."*

The Admiralty County Court Act, 1869.

A plaintiff suing in the superior court is entitled to costs if more than £300 was claimed, although less than £300 was recovered.

In this case his Lordship gave judgment this day. The action was brought for a collision at Yarmouth, and £800 was claimed for the damage. The defendants paid £248 into court, which was accepted, and the question was whether, as under £300 was recovered, the plaintiff could recover costs.

E. C. Clarkson, for the defendant, insisted that as the claim was beyond £300, the limit of the new Act, the plaintiffs were entitled to costs.

Gibson, for the plaintiffs, urged that if that were so, any one could oust the jurisdiction of the court by claiming above £300, and that the sum actually recovered was the claim.

Sir Robert Phillimore held that, as the claim made was beyond £300, the plaintiffs were entitled to costs, although only £248 was recovered.

Judgment accordingly.

The "Ino."

The right of the Crown to sue in any Court.

The Admiralty Advocate (*Dr. Deane*) applied, on the part of the Lords of the Admiralty, to proceed in the High Court of Admiralty, instead of a county court, to recover damages for a collision with one of her Majesty's ships, called the *Dauntless*, although the estimate of damage was under £300. The point raised an important question. He maintained that the Crown had a right to procced in any court unless a court was specifically named. The new County Court Admiralty Jurisdiction Act provided that claims not exceeding £300 should be brought in the High Court.

Sir R. Phillimore ordered the suit on behalf of the Crown to be commenced in this court.

COUNTY COURTS.

Southwark.

(Before C. S. Whitmore, Esq., Q.C.)

Nov. 11.—*Metropolis Local Management Acts*, 18 & 19 *Vict. c.* 120, *and* 25 & 26 *Vict., c.* 102.

The remedies for obtaining contributions from owners for paving new streets under section 217 *of the* 18 & 19 *Vict. c.* 120, *and sections* 77 *and* 96 *of the* 25 & 26 *Vict., c.* 102 *are alternative and not cumulative.*

A vestry having obtained a judgment against a contributory owner, which judgment, through the insolvency of the judgment-debtor turned out to be valueless,

Held, that the vestry could not, under section 96 *of the last-named statute, recover against a subsequent assignee for value of the property, through his tenant, for the contribution in respect of which the judgment was obtained.*

To make the amount of the contribution operate as a charge upon the property together with the costs of obtaining the judgment, the proceedings pointed out by the Registration Statutes, 23 & 24 *Vict. c.* 38; *and* 27 & 28 *Vict., c.* 112, *should have been taken by the vestry.*

Under the Metropolis Local Management Act, 1855, 18 & 19 Vict. c. 120, ss. 105, 217, vestries and local boards were empowered to pave new streets, and adjudge the proportions in which the owners of adjacent property should contri-

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bute to the expense thereof. By the Amendment Act, 25 & 26 Vict. c. 102. ss. 77, 96, power was conferred to sue for such contributions "any present or future owner," or their tenants, and the latter were to pay the amount of the contribution to the vestry, and deduct the same from the rent payable to their landlords.

In 1866, the vestry of Bermondsey paved a new street in that parish, and adjudged Mr. Soper, the owner of a house therein, to contribute the sum of £38 5s. 4d. towards the expense thereof, this he agreed to pay in three instalments but, making default, was sued by the vestry and suffered a judgment. Afterwards, Mr. Soper became insolvent, and the vestry were unable to realise anything under their judgment. Subsequent to the judgment being recovered. Mr. Milner, the mortgagee of the property, sold to Mr. Herbert, and in 1869 the defendant, the tenant of the purchaser Herbert, received notice from the vestry to pay her rent over to them under section 96 of the later Act, until the amount of the debt upon which the judgment was obtained (exclusive, however, of the costs of obtaining the judgment) was satisfied. This she declined to do, and hence the present action was brought for the sum of £38 5s. 4d. parcel of the judgment debt, and which sum was admitted to be indentical with the contribution for which Mr. Soper had been sued.

E. Thomas, for the plaintiff.—The intention of the statutes was that the property that had benefited should bear the liability in the hands of the then present or any future owner—the remedy against the then present owner having proved barren, the vestry were justified in following the land into the hands of a future owner, on the analogy of the holder of a bill of exchange suing in succession the parties liable thereon.

S. Poynter, for the defendant.—This is *res judicata*. The remedies are alternative and not cumulative. The vestry had the power to sue the present, "or any future owner." They have exercised their right of election and have chosen to sue an owner *in præsenti*, and have recovered a judgment against him, thereby the statutory contract is extinguished, a merger is wrought and a contract of record established. At all events, they should have exhausted every remedy against the original debtor before they came upon an innocent purchaser for value. Now they have not issued and registered execution so as to charge the land and whereby subsequent purchasers would have bought with notice, as they might have done in the mode pointed out by the Legislature in 23 & 24 Vict. c. 38 and 27 & 28 Vict. c. 112. Again, a judgment for the plaintiff in this action would not discharge the judgment they already possess against Soper. The law did not regard the value of judgments. If the plaintiffs recovered in this action they would possess two judgments in respect of the same debt. The analogy of a bill of exchange did not hold where the remedy was given by the statute, and must be strictly construed according to its language.

Mr. WHITMORE said that on the principle *transit in rem judicatam* his judgment must be given for the defendant. He thought this was *res judicata*, but the language of the statute was so involved that he confessed he entertained some doubts, and thought the question one eminently adapted for a higher judicial decision, as very important interests were concerned in an authoritative exposition of these statutes, and many analogous cases might be imagined where similar doubts would arise. One thing, however, would seem clear in the present instance, that the vestry had not done all in their power to render the judgment against Soper productive, and they would probably from this decision receive a wholesome warning which would be useful to them at a future time.

Judgment for the defendant.

Attorneys for the plaintiffs, *Drew & Wilkinson.*

Attorneys for the defendant, *Stone, Townson, & Morris.*

THE WINE AND BEER ACT.—A defect in the new Wine and Beer Act has been discovered at Ashton-under-Lyne. Under the 16th section of the Act, any person present in a house open at illegal hours is liable to a penalty specified; but it was held in a case before the Ashton magistrates on Monday, that when persons during the prohibited hours sat in the yard of the house and consumed drink brought to them they were not liable. In order to carry out what was clearly the intention of the Legislature, another Act has to be resorted to.—*Birmingham Daily Post.*

APPOINTMENTS.

*** We are requested to state that the lady married by Mr. Stansfeld, *M.P.*, the new Financial Secretary of the Treasury, is the sister, and not, as stated by us (*ante*, p. 15), the daughter of Mr. William Henry Ashurst, the solicitor to the Post-office. We were betrayed into this error by the fact that the father of Mrs. Stansfeld bore the same Christian names as her brother. Mr. W. H. Ashurst, sen., was never solicitor to the Post-office; but his name is associated with the Post-office and Post-office reform from his having taken an active part in urging forward Sir Rowland Hill's Penny Postage scheme.

Mr. DAVID HENRY OWEN, of the Principal Registry London, has been appointed District Registrar of the Court of Probate at Norwich, which office was rendered vacant by the death of Mr. John Kitson.

Mr. ROBERT YEOMAN GREEN, solicitor, has been appointed Under-sheriff of Newcastle-upon-Tyne for the ensuing year. Mr. Green was certificated as a solicitor in Hilary Term, 1847.

Mr. FREDERICK THOMAS KEITH, solicitor, has been re-appointed Under-sheriff for the city of Norwich for the ensuing year. Mr. Keith belongs to the Norwich firm of Keith, Blake, Keith, & Blake.

Mr. GEORGE BROWN, solicitor (firm Newton, Robinson, & Brown); has been appointed Under-Sheriff of the city of York for the ensuing year.

Mr. THOMAS EDMUND PAGET, solicitor (firm Lowndes & Co.), of Liverpool, has been appointed by Lord Dufferin, Chancellor of the Duchy of Lancaster, to be District Prothonotary at Liverpool under the Court of Common Pleas at Lancaster.

Mr. ARTHUR WILSON, solicitor, of Banbury, has been appointed Clerk to the Magistrates of the Banbury District, in the room of the late Mr. Thomas Gulliver Judge, deceased. Mr. Wilson was enrolled as a solicitor in Trinity Term, 1857, and was in partnership with the late Mr. Judge whom he has now succeeded as Clerk to the Banbury Magistrates.

Messrs. CHARLES HARPER and FREDERICK L. S. SAFFORD, solicitors, of Hadleigh, Suffolk, have been appointed Joint Clerks to the Local Board of Hadleigh. Mr. Harper is a member of the legal firm of Newman & Harper, and was certificated in Trinity Term, 1850; and Mr. Safford, who took out his certificate in Hilary Term, 1855, belongs to the firm of Robinson, Safford, & Grimwade.

Mr. JOSEPH HARKER, solicitor, has been appointed Clerk to the Burial Board of Poole, Dorsetshire, in the room of Mr. Henry Mooring Aldridge, solicitor, resigned. Mr. Harker was a partner with Mr. Aldridge, his predecessor in office.

Mr. JOHN HENRY BELFRAGE, of Bedford-row, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Middlesex, the city of London, and the city and liberties of Westminster.

Mr. SAMUEL HALL, of the firm of Wright & Hall, solicitors, of Haslingden, Lancashire, has been appointed a Commissioner for taking the affidavits of married women in and for the city of Lancaster.

Mr. EDMUND STAMP, solicitor, has been elected Mayor of Honiton, Devonshire, for the ensuing year. He is also clerk to the justices of the Honiton division, registrar of the county court of that district, and clerk to the Commissioners of Taxes for the division of Colyton, co. Devon.

Mr. WILLIAM EDWARD BURRIDGE, solicitor, has been elected Mayor of Shaftesbury for the ensuing year.

Mr. CHARLES RICHARD NORTON, solicitor, of New-street, Salisbury, has been elected Mayor of that city for the ensuing year.

Mr. ALFRED JOHN KEARY, solicitor, of Chippenham, Wilts (firm Keary, Stokes, & Goldney), has been elected Mayor of Chippenham for the ensuing year.

Mr. THOMAS WASHBOURNE GIBBS, solicitor, has been elected Mayor of Bath for the ensuing year.

Mr. ROGER THERRY, formerly, for many years, a judge of the Supreme Court of New South Wales, has received the honour of knighthood from the Queen. Sir Roger Therry was called to the Bar at Gray's-inn in November, 1827.

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GENERAL CORRESPONDENCE.

Covenant to settle After-Acquired Property.

Sir,—I feel, no doubt in common with many others, grateful for your papers on the covenant frequently contained in marriage settlements for the settlement of the future property of a wife.

I always endeavour, if I can, to confine the operation of such covenants to property coming from some specified source—as for instance, from the estate of a father, mother, or near relative, dying either testate or intestate, or through any particular will or settlement already in operation.

I have also of late years so framed the clause as to exclude its operation as against the wife, in respect of property coming into *actual possession* after she has become a widow. It is hard, I think, that in such a case whatever might come to the widow should be put entirely out of her power, as she might thereby be deprived of the means of providing for a second family.

There is another point connected with this subject to which I beg to call your attention. It frequently happens that a testator wishes to give a legacy to a married woman, so that it shall not be liable to be brought into settlement under a covenant to settle future property.

To effect this, besides making the legacy payable to the legatee for her separate use, I have added words to the effect that it shall also be payable to her irrespective of any settlement made on or after her marriage. As property left for the separate use of a married woman would, under some of the forms, be included in the covenants, the question might arise whether, in such a case, the direction that the legatee should enjoy the legacy irrespective of the settlement, would be of any avail.

In discussing the subject with two experienced conveyancers they differed upon the point. One holding that in a case where property left for the separate use of a wife is not expressly excluded from the operation of the covenant, the words alluded to would not have the desired effect, and the other that they would.

As in most modern settlements, property left for the separate use of a wife is excepted, the question is not likely to arise; but it seems to me desirable to provide for it in case there should be no such exception, at the same time one would wish, if possible, to avoid introducing any expressions which might raise a doubt in legal minds, or become a trap to the unlearned J. E. W.

Lincoln's-inn, Nov. 17, 1869.

The Law of Distress for Rent.

Sir,—Allow me to draw your attention to a case which shows that the law of landlord and tenant in England, as well as in Ireland, requires the early attention of the Legislature; the landlord's right to distrain for his rent is generally looked upon as an advantage to him, but occasionally cases happen which show that he is really worse off than he would be if left to the ordinary remedy of an action at law. A case is now in course of being fought out in the parish of Newington, Surrey, the facts of which will furnish the best commentary on the present state of the law. It appears that about twenty years ago a gentleman purchased several houses in the parish. He collected his rents in peace and security until about two years ago, when to his surprise he found a distress for rent had been put into two of his houses. He replevied in the county court of the district, and the goods were consequently returned to the tenants. The proceedings in the matter of the replevin warrant bound the tenants, or rather the landlord in their names, to bring an action against the distrainor to ascertain whether he had any claim on the property or not. When the case came on for hearing, the distrainor, as defendant, did not appear, and the Court awarded damages amounting to the costs incurred in the replevin proceedings. The damages were not paid, and the defendant was brought before the Court on an application for a committal to prison. The defendant turned out to be a helpless old woman of between eighty and ninety years of age, dependant entirely on charity for her support. She was assisted into court, and in the box declared that she was so nearly blind as to be able to see nothing of the judge, but what she thought must be his spectacles. The plaintiff stated that this poor creature had recently been an inmate of Lambeth Workhouse, and had signed the warrants of distress on his tenants. She gave not the slightest reason for her proceedings except asserting that the property was hers. The judge, after a careful inquiry, declined to send such a person to prison, notwithstanding the offer of the plaintiff not to enforce the order of committal if the defendant abstained from further annoyance. During the examination the old woman frequently reiterated her statement that the property belonged to her. Last week she again asserted her right by sending a couple of bailiffs to one of the houses with a claim for £10, as rent due to her. The men immediately removed a quantity of goods, the police declining, on the application of the tenant, to interfere, seeing that the men were armed with what had the appearance of a legal warrant of distress. The landlord is therefore left to his previous barren remedy of another replevin warrant and another action in the county court, with probably the same result. That the old woman is an instrument in the hands of an unseen mover in the matter seems tolerably clear; but the case shows how far irresponsible persons may make the present law of distraint a serious annoyance. The landlord has been almost ruined, as his tenants have either left or are about to leave from a dread of these proceedings being repeated.

The moral of the story is suggestive of the abolition of the landlord's exceptional power over his tenant's goods. Such cases as this could not happen if all warrants of distress were issued by a competent authority—say, a police court, and only in favour of the landlord actually in possession of the property. This would compel a claimant to prosecute his claim in a court of law instead of, as at present, leaving any man of straw at liberty to set up a claim for the mere sake of being bought off. It is really wonderful that in the existing state of the law we do not more frequently hear of such cases as the foregoing. There seems to be nothing to prevent a gang of thieves from going in broad daylight, under cover of a fictitious warrant of distress, and seizing any goods they may happen to fancy, and the police will look on, confessing themselves powerless. Of course, the thieves would be punishable severely for such an act, but they could get safe off with their booty long before the law could reach them. They would, in fact, run less risk than in committing a burglary.

H. R.

Solicitors' Book-keeping.

Sir,—Messrs. Kain, Sparrow, Witt, and Co., in your impression of the 6th inst., allude to the case of the solicitor at Braintree, as illustrating the danger of a solicitor mixing his client's money with his own, and they take the opportunity of telling the profession that the system of book-keeping advocated by them will prevent solicitors (who are not feloniously disposed) from falling into this danger through any defect in their book-keeping, inasmuch as "Kain's system" shows them "at any moment" the amount of money in their hands belonging to clients as distinct from their own. Now Kain's system really does not show the solicitor at a glance or "at any moment" how much money he holds belonging to clients as distinguished from that which belongs to himself. In point of fact an additional column on each side of the "cash journal" will be necessary for that purpose. By the process of balancing, this desirable object can be obtained, but this is simply the old method. Such a result is, however, accomplished in many large offices by additional columns being made in the cash journal, but it is an improvement to which the author of Kain's system has no claim. That Kain's system is simple and easily to be comprehended, is a statement that can only be accepted by an accountant who comes to the task of studying it with a mind previously imbued with the principles of double entry, and who can dispense with the nightly application of the "wet blanket" and the "cold tea" which is said to be necessary for the successful accomplishment of the task by every articled pupil who enters the author's office. The study of bookkeeping I have heard it reported, results in one of three things, it either kills, drives mad, or makes the student an accomplished accountant, and it is best known to Mr. Kain as a professor of statistics how many of the adopters of his system belong to either of these classes. Most people "have a method in their madness," and I have known solicitors who have exhibited insanity enough by consigning Kain's system to the waste paper basket "boldly," having certain misglvings that they might go mad or die under the operation of studying it. It is to be regretted that so intelligent a body of men as solicitors are "bad ac-

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countants," which, I presume, means they are not accountants at all, and it is very essential that there should exist really practical law accountants and costs settlers, to afford them the best possible assistance at a fair rate of remuneration.

A Law Accountant and Costs Draftsman.

OBITUARY.

MR. W. M. BEST.

It is with much regret that we record the death of Mr. William Mawdesley Best, well known to the profession as one of the editors of Best and Smith's Reports, and the author of a work on "Evidence: a Treatise on Presumptions of Law and Fact; Right to Begin and Right to Reply." Mr. Best was educated at Trinity College, Dublin, and was called to the English bar in 1834, at Gray's-inn (then the favourite resort of Irish students), of which society he was elected a bencher some few years ago. He died somewhat suddenly on the 17th ult. Mr. Best was a lawyer of the highest type. He had a complete and accurate knowledge, coupled with a strength of grasp and breadth of view seldom met with. Of his work on Evidence, which was published in 1849, the late Baron Alderson once said that it showed more real brains than any law book published during his lifetime. On the morning succeeding the day of Mr. Best's death, the Lord Chief Justice gave expression to the general feeling in the following terms:—"It will not be out of place to take notice of the communication which has just been made to us of the death of one of the reporters of this court—Mr. Best—and to express our great regret at the loss which the profession has sustained, as well as our sense of the fidelity, accuracy, and ability with which he discharged his duty as authorised reporter of this court, in conjunction with his colleague, who, I am glad to say, still remains among us. The manner in which the duty has been discharged has given us the greatest satisfaction."

In spite of Mr. Best's great powers and attainments, he had not a large practice.

MR. J. H. HULME.

We have to record the death of Mr. James Hilton Hulme, solicitor, of Manchester, who expired at Cliff House, his seat at Baslow, in Derbyshire, on the 5th November, at the age of seventy-one years. The late Mr. Hulme, who was certificated as a solicitor in Easter Term, 1825, was the senior partner in the Manchester firm of Hulme, Foyster, & Foyster, and was for many years Clerk to the Salford Bench of Magistrates, and Deputy Steward of the Hundred of Salford Court of Record.

DR. COMBE.

The death of Matthew Combe, Esq., LL.D., barrister-at-law, took place at Nelson, New Zealand, on the 2nd September, in the forty-sixth year of his age. The deceased gentleman was the son of Boyce Combe, Esq., and was educated at Trinity Hall, Cambridge, Dr. Combe was called to the Bar at Gray's Inn in June, 1847, and was for some years a member of the Home Circuit.

MR. W. H. ROUGH.

The death of Mr. William Henry Rough, barrister-at-law, took place on the 5th November, at Motecombe House, East Moulsey, Surrey. The deceased gentleman was the only son of the late Sir William Rough, some time Chief Justice of Ceylon, and was educated at Trinity College, Cambridge, where he graduated B.A. in 1832. He was called to the Bar at the Middle Temple in November, 1842, and has chiefly practised as a conveyancer at the Equity Bar.

MR. JOHN SHOARD.

Mr. John Shoard, a London solicitor, died at St. Thomas's Hospital on the 31st October, at the age of thirty-two years. Mr. Shoard received his early education at the Bristol Grammar School; he afterwards pursued his studies at King's College, London, and matriculated with honours in classics at the London University in 1856. In 1859 he graduated as LL.B. at the same institution, taking honours in law, and in 1861 he received the degree of LL.D. He took out his certificate as a solicitor in Hilary Term, 1860, and had offices in Chancery-lane some years ago, but latterly did not practise.

MR. F. TIBBITS.

Mr. Francis Tibbits, solicitor, of Warwick, committed suicide on the 13th November, by shooting himself through the head with a revolver, in his office, Church-street, Warwick. Mr. Tibbits, who was forty-four years of age, had been in practice as a solicitor since Easter Term, 1851, and for many years filled the offices of Clerk to the Warwick Bench of County Magistrates, and Registrar of the Warwick County Court.

SOCIETIES AND INSTITUTIONS.

THE ASSOCIATED CHAMBERS OF COMMERCE.

Birmingham, November 17.

The representatives of the various chambers resumed their sittings this day, when the following legal topics received discussion:—

Bankruptcy Reform.

In connection with the new Bankruptcy Act, the Birmingham Chamber had had under their consideration the rules and orders, and had agreed upon certain proposed amendments and alterations. The following suggestions were brought forward by Mr. G. J. Johnson and adopted:—

Rule 86-1, that "no part of the expense of any competition for the office of trustee shall be paid out of the estate, but all such expense shall be paid by the unsuccessful party to the successful party." Omit all words after "estate."

Rule 159 provided that if a debtor called his creditors together he should do it with the same publicity as if he were a bankrupt. But the rule also directed that every creditor must have notice by registered letter. Substitute "each creditor of £10 and upwards."

The next matter brought forward was not on the rules. By the Act the debtor was required to produce at the first meeting a statement of his affairs. The second meeting was to be held at the interval of a week, and the resolution of that meeting was to be binding on all the creditors. It was, therefore, proposed that a copy of the debtor's statement should be sent to every creditor not present at the first meeting. After some discussion, the words "not present at the first meeting" were disapproved, and in that form the suggestion was adopted; that is to say, the decision was in favour of every creditor receiving a copy of the bankrupt's statement of his affairs.

Rule 167.—The Act said that no creditor should be entitled to vote at all till he had proved the debt by statutory declaration. The 167th rule said a creditor should prove in the manner prescribed by the rules, and that was, to send a statement of account to the trustee. Suggestion: that, as the rules and the Act conflicted, it was desirable the chairman of the meeting should be authorised to take statutory declarations for the proof of debts. This was adopted by the meeting, and it was resolved that the suggestion should be forwarded by the Secretary to the Lord Chancellor.

Mr. Hirst (Leeds) proposed the following resolution:—"That the attention of the Law Officers of the Crown be called to the unsatisfactory provisions in the Bankruptcy Act, 1869, in respect to deeds of composition and arrangement, which allow creditors holding the security of third parties to join in such deeds, and that they be requested to introduce a bill in the coming session of Parliament, providing that creditors holding such securities shall not be entitled to join in any deed of composition or arrangement binding on dissentients, which release a debtor on payment of any sum less than twenty shillings in the pound." He condemned the principle of composition deeds, but especially contended that the secured creditor had no right to forgive a debtor his debts, thus, in fact, making him a present of other people's money. He also complained that if a man bought goods and paid for them with a hundred sovereigns, the person of whom he bought them was not a creditor; but if, instead of doing this, he paid his money to the bank, and got a twenty-one days' bill, and endorsed that over to the creditor, as long as that bill was unpaid the owner of it was considered a creditor, and could unite in the statutory majority for releasing the debtor from his debts. A London lawyer had told him that in many instances of failure for more than £100,000, the debtor had been re-

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leased under a composition deed on the payment of a small dividend, and that not one man who signed the release lost a single farthing by the debtor. He proposed that creditors holding security should give up their security, or not vote on a composition deed.

Mr. JOHNSON said he sympathised with Mr. Hirst in principle, but he was afraid that any proposal to remedy the mischief complained of would, if not very carefully considered, land them in a greater difficulty. The new Act viewed nothing as a security that was not a security on the bankrupt's property, and in the sense in which the law used the word "secured," a secured creditor could only vote for the balance. If they laid down Mr. Hirst's principle, they discredited every bill that came into the market, for a great inducement to discount a bill was that the discounter knew that if all the three parties to the bill became bankrupt, he had three rights of proof on three estates. The effect of the resolution would be to shut him up to one right of proof only. Then, again, if almost all the creditors held bills, how were they to get a majority? They could not value their securities till they became due. If the Leeds resolution were consistent, it must go on to say that secured creditors, in that sense, should not be able to discharge a debtor when he was bankrupt, under section 48.

After some discussion, in which Mr. MILLS (Huddersfield) suggested that the resolution should be altered by being made to read as follows:—That a sub-committee be formed to consider the unsatisfactory provisions," &c., Mr. HIRST replied. He said he was particularly anxious on this matter, because the blot to which he had called attention was imputed to the action taken by Chambers of Commerce. He would go the length of stopping composition deeds altogether sooner than allow the evil to continue. He believed it was at the root of a great many of the commercial scandals of the last ten years. He, however, accepted Mr. Mill's suggestion.

The resolution, which Mr. PRICE, M.P., seconded, was then carried in the amended form, and the committee appointed consisted of Mr. Godwin, Mr. Mills, Mr. Johnson, and Mr. Hirst.

THE LONG VACATION.

It was unanimously resolved, "That a memorial be presented to the Judicature Commission, calling attention to the great inconvenience caused by the suspension of legal proceedings during the long vacation, and praying them to provide a remedy."—This was seconded by Mr. RIDLEY (Bristol), and carried unanimously.

BANKRUPTCY LAW IN IRELAND.

The PRESIDENT said that, in the absence of representatives of the Belfast Chamber, he had been requested to move, "That it is expedient that the law in Ireland should be uniform with the code in force in England, especially in matters relating to trade and commerce; and resolved, therefore, that her Majesty's Government be requested to introduce into Parliament a Bankruptcy Bill for Ireland similar to that which passed for England last session." He remarked that the proposition opened a very wide question. The laws of the two countries differed very considerably; and, possibly the Irish might in some intances prefer their own.

The last clause of the resolution was then passed.

COUNTY COURTS JURISDICTION IN BANKRUPTCY

Mr. PRICE, M.P. (Gloucester) remarked that under the new Bankruptcy Act every county court judge was a bankruptcy judge, and every county court was a bankruptcy court. This might work very well in some districts, but it would be extremely inconvenient in some of the agricultural counties. A judge might have twenty different courts in his circuit, and in some a bankruptcy case might not arise more than once in five or six years. The consequence would be that there would not be in such places professional men conversant with bankruptcy proceedings. To meet this difficulty, the Lord Chancellor should select such county courts as it might be convenient to make bankruptcy courts. Unless immediate action were taken, personal interests would grow up. The Lord Chancellor had the power, but he might not exercise it unless asked to do so.

Mr. G. J. JOHSON said it would be well to ask the Lord Chancellor at the same time to continue the present bankruptcy courts for some twelve months, to dispose of the business now pending.

After discussion, it was resolved, "That the attention of the several Chambers be called to section 79 of the Bankruptcy Act, 1869, and opinions be invited as to the desirability of memorialising the Lord Chancellor to exercise the power conferred upon him in that section, to limit the county courts having jurisdiction in bankruptcy to such number as the public convenience and the amount of bankruptcy business may require, preference being given to places the most convenient of access (especially in agricultural districts), and at which adequate professional assistance may be obtained; and also to continue the existing bankruptcy courts for a limited time, to wind up the pending business, in order to prevent the inconvenience of transferring such business to the county courts."

THE STATUTE OF FRAUDS.

Mr. BEHRENS (Bradford) gave notice that the subject of the expediency of repealing the Statute of Frauds, would be brought forward at the February meeting. He said the Statute of Frauds was not a statute for preventing frauds, but for encouraging them. The clause to which he objected was: "No contract for the sale of any goods for £10 and upwards shall be good unless the bargain be made and signed by the persons, except when there has been acceptance of any part of the goods, payment of part of the price, or something given by way of earnest to bind the bargain."

Mr. HIRST said that the representatives of all the Chambers, except those of the textile districts, would be against Mr. Behrens on this subject.

Mr. BEHRENS hoped to be able to convince them all that they ought not to be against him.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the Society, held on Tuesday the 16th inst., Mr. Austin in the chair, the following question was discussed:—"If goods are bought and sold by sample, and accord with the sample, is there an implied warranty that they are merchantable as to such matters as could not be judged of by the sample (*Mody* v. *Gregson*, 17 W. R. 176)?" The debate was opened by Mr. Woolf in the affirmative, and after a discussion, in which thirteen members took part, the question was decided by the chairman's casting vote in the affirmative, the number of votes on either side being equal. Two gentlemen were elected members of the society, and six new members were proposed. The number of members attending the debate was thirty-eight.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, Nov. 22, class A, Tuesday, Nov. 23, class B; Wednesday, Nov. 24, class C—4.30 to 6 p.m.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Friday, Nov. 26, Lecture—6 to 7 p.m.

CALLS TO THE BAR.

INNER TEMPLE, Nov. 17.—Lacklan Mackintosh Rate, M.A., Cambridge; Charles Septimus Medd, M.A., Oxford (Certificate of Honour, first class, awarded Michaelmas Term, 1869); William Whitley, Cambridge; Henry Arthur Maylett Evans; Rudolph Herries Spearman, Oxford; Francis Mills, M.A., Oxford; Francis Michael Ellis Jervoise, B.A., Oxford; Walter Freeman Hunt, B.A., Cambridge; Henry Aloysius Stokes Stacke; Thomas Alexander Apear, Cambridge; William Edwardes Henniker Forsyth, B.A., Cambridge; Henry John Bardwell Thwaites, B.A., Cambridge; George Candy, M.A., Oxford; William Wybergh; Gualter Craddock Griffith; George Ernest Wright, B.A., Cambridge; William Reynell Anson, M.A., Oxford; William Henry Hackblock, B.A., Cambridge; Samuel Porter Foster, B.A., Cambridge; Robert Grant Webster, B.A., Cambridge; Samuel Leigh Taylor, B.A., Cambridge; Courtenay Tracy, LL.B., Cambridge; the Hon. Robert St. John Fitz Walter Butler, B.A., Dublin; Francis Culling Carr; James Patrick Hadow, B.A., Oxford; Benjamin Eyre, B.A., Dublin; Edward Arundel Geare, B.A., Cambridge; Charles Thomas Dyke Acland, M.A., Oxford; Henry Hodgson Bremner, B.A., Cambridge, holder of an exhibition awarded in July last; William Henry Lockhart Gordon, B.A., Cambridge; and William Arnold Lewis, Esqrs.

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MIDDLE TEMPLE.—Thomas Brett, A.B., Trinity College, Dublin, LL.B., London University, Exhibitions in Real Property and Equity, July, 1868, and Certificate of Honour Michaelmas Term, 1869; Edmund Philip Greening, Thomas Burfield, LL.B., Cambridge; Edward Beal, B.A., Cambridge; Richard Egerton, B.A., Oxford; Henry Bowles Franklyn, Universities of London and Paris, and King's College, London; Edward Russell Withers, Sidney Grundy, Henry Thomas Webb Greene, B.A., Cambridge; Ernest Carpmael, Cambridge; John Edward Noet, James Mudie, Noel Huntingdon Paterson, B.A, Oxford; Charles Pavin Bird, Thomas Howes Roberts, James Francis Oswald, Oxford; and Stanes Brocket Henry Chamberlayne, Oxford, Esqs.

LINCOLN'S-INN.—Charles Henry Turner, University of London (Exhibition Michaelmas Term, 1869, also exhibitioner for Advanced Common Law in July, 1868; for Advanced Equity in July, 1869; and for Advanced Real Property Law, &c., in the same year); Joseph Alexander Shearwood, Cambridge, B.A. (Certificate of Honour, Michaelmas Term, 1869); Everard Thomas Luck, Cambridge, B.A.; Henry Lucas; William John Anderson, Oxford; George Royer Dick, Cambridge, M.A.; Reginald James Mure, Oxford, B.A.; James George Wood, Fellow of Emmanuel College, Cambridge, M.A.; William Stephen, late of McGill College, Montreal; Frederic George Luke, Cambridge, B.A.; Frederick William Groves, London, M.A.; George Nichols Marcy; Henry Martyn Taylor, Fellow of Trinity College, Cambridge, M.A.; Thomas Henry Carson, Dublin, B.A.; and Limjee Nowrojee Bunnajee, London, Esqs.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Hilary Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ARMITSTEAD, ROBERT WILLIAM.—Thomas L. Rushton, Bolton-le-Moors.

BADGER, ARTHUR SYDNEY.—John Moody, Derby.

BAGNALL, WILLIAM.—William Bowen, Stafford.

BARBER, HENRY JOCELYN.—Fairless Barber, Brighouse.

BARKER, THOMAS.—Thomas Haigh, Horbury Bridge.

BEARDSLEY, WILLIAM FREDERICK.—Thomas F. A. Burnaby, Newark-upon-Trent.

BEDDALL, AUGUSTUS.—Charles K. Sharp, 13, Clement's-lane.

BELL, JAMES.—Thomas F. Walker, Tonbridge.

BLAKER, HARRY CAMPBELL.—Somers Clarke, Brighton; and John Baker, 3, Cloak-lane.

BOND, JOHN BOWNAS.—George Armstrong, Newcastle-upon-Tyne.

BOULTON CHARLES.—Thomas Shepherd, Beverley.

BRABANT, WILLIAM FREDERICK.—William H. Brabant, Savile-place; and Frederick L. Capron, Savile-place.

BRADSHAW, CHARLES.—John T. Brewster, Nottingham.

BREVITT, HORATIO.—Henry Underhill, Wolverhampton; Thomas Brevitt, Darlaston; and Charles C. Ellis, 79, Lombard-street.

BULL, WALTER BEATY.—William R. Bull, Newport Pagnell.

BURCH, RALPH.—Arthur Burch, Exeter.

BYRNE, LOVELL WIDDRINGTON.—Edmund Byrne, 3, Whitehall-place.

CARDER, EUGENE.—Edward Elwin, Sen., Dover.

CARLILE, BRIGGS.—Bryan B. Jackson, Kingston-upon-Hull.

CARRICK, GEORGE.—George Saul, Carlisle.

COBURN, HENRY ISAACS (articled by the name of Henry Moses Isaacs).—Charles Wintle, Bristol.

COLLETTE, GERALD ELLISON.—Charlis H. Collette, 23 Liucoln's-inn-fields.

COOPER, JOHN RAYNER.—Thomas Harland, Bridlington.

COX, HENRY PONTING.—Edwin John Hayes, Wolverhampton.

CRUTTWELL, PERCY WILSON DANIEL.—Wilson Clement Cruttwell, Frome.

CURTIS, WILLIAM.—George M. Wetherfield, 2 Gresham-buildings; and James P. May, 2, Prince's-street, Spital-square.

DAVIES, EDWARD.—Thomas M. Llewellin, Newport.

DAVY, TREMEWEN.—Edward H. Rodd, Penzance.

DAY, FREDERIC WILLIAM.—George G. Day, St. Ives; and John Broughton, Peterborough.

DEAN, CHARLES FREDERICK.—John Taylor, Bradford.

DE JERSEY, JOHN HORMAN.—Thomas Micklem, 13a, Gresham-street; and John H. Hearn, Ryde.

DODD, JOHN JACQUES.—Thomas Dodd, Preston.

DODDS, GEORGE ANDERSON.—Thomas Carr Lietch, North Shields.

DOWNES, HENRY AUGUST.—Joseph D. Marsden, 59, Friday-street.

DRANSFIELD, WILLIAM.—John Dransfield, Penistone.

DUNN, HUGH JAMES.—Hugh Dunn, Darlington.

FAIRCLOUGH, ROBERT.—Thomas Thompson, Sunderland.

FLETCHER, WILLIAM.—Francis H. Masters, Liverpool.

FREEMAN, RICHARD JOHN.—Richard M. Freeman, 4, Great James-street.

FRETSON, CHARLES WILLIAM.—William Fretson, Sheffield.

FURLEY, CHARLES JOHN.—Robert Furley, Ashford.

GARDNER, ALFRED HENRY.—Robert Gee, Canterbury; and Henry Stringer, New Romney.

HAINES, EDWARD.—Henry Darvill, Sen., Windsor.

HARDING, NEAT CORP.—Henry Brittan, Bristol.

HENLY, FRANCIS.—Henry Stiles, Northleach.

HINDMARSH, WILLIAM THOMAS.—John Atkinson Wilson, Alnwick.

HODGSON, ROBERT.—Charles Hodgson, Selby.

HOLLINSHEAD, EDWARD WITHINSHAW.—Robert Slaney, Newcastle-under-Lyne.

HUGHES, ALEXANDER MACKENZIE.—Ebenezer T. Clarkson, Calne; and Edward Tylee, 14, Essex-street.

HUTCHINSON, JAMES JOHN.—Charles B. Lever, Bedford-row.

INGRAM, JAMES CROFTS.—James Ingram, 68, Lincoln's-inn-fields.

ISAACSON, HUBERT-TYRREL DE S.—William Parr Isaacson, Newmarket; and Matthew S. Longmore, Hertford.

JANSON, GEORGE GREEN.—John M. Janson, Wakefield.

JEE, THOMAS, JUN.—Thomas Thimbleby, Spilsby.

JENKINS, ROBERT RICE.—Henry Jenkins, Liverpool.

JONES, RICHARD RHYS.—Benjamin Jones, Llanelly; Henry Heard, Cardiff.

KITE, GEORGE HENRY.—Frederick A. Trenchard, Taunton.

LANE, LANCELOT.—William S. Jones, Malmesbury.

LAVERACK, EDWIN.—Francis Summers, Kingston-upon-Hull.

LAWFORD, PERCY.—Joseph Maynard, Coleman-street.

LAWRENCE, JOHN.—Thomas Toulman; and William Carruthers, Liverpool.

LAZONBY, JOSEPH.—Robert H. Mounsey, Raymond-buildings.

LEE, THOMAS GROSVENOR.—Charles Best, Birmingham.

LETTS, CHARLES.—John Letts, 8, Bartlett's-buildings.

MASTERS, SAMUEL WHEATLEY.—Alexander Forbes Tweedie, 5, Lincoln's-inn-fields.

MEEK, LIONEL ROBERT.—Alfred Grundy, Manchester; and Joseph Woodcock, 14, Lincoln's-inn-fields.

MERCER, FREDERICK JOHN.—George Mercer, Deal.

MIDDLEMORE, RICHARD.—William Blackmore, Liverpool.

MIDGLEY, JAMES.—Richard L. Rooke, Leeds.

MONRO, FREDERICK JOHN.—Stephen Cholmeley, 28, Lincoln's-inn-fields.

MOORE, EDWARD, JUN.—William Hayes, Halesowen.

MOSS, JOHN MILES, B.A.—Christopher Morris, Liverpool.

MOZLEY, LIONEL BARNED.—John Park Robinson, Liverpool; and John F. Elmslie, 27, Leadenhall-street.

OATES, CHARLES HENRY.—Charles M. B. Veal, Great Grimsby.

OGILVIE, JAMES FINLAY.—George Kewney, North Shields.

PAGE, WILLIAM TOMLINSON, JUN.—Thurstan George Dale, Lincoln.

PAGE, THOMAS COLLINS.—Rowles Pattison, 44, Bedford-row; and George D. Freeman, 44, Bedford-row.

PEARSE, THOMAS HENRY.—Thomas Pain, Banbury; and William Holmes, Threadneedle-street.

PECKHAM, HENRY ROBERT.—Robert Peckham, 17, Great Knight Rider-street; and Richard Chandler, 2, Bucklersbury.

PERRENS, THOMAS.—John Harward, Stourbridge.

PUGH, WILLIAM AUGUSTUS RICHARD.—Thomas Henry Chubb, Malmesbury.

RAMSDEN, THOMAS HENRY.—Thomas William Clough, Huddersfield.

ROBERTS, OSCAR WILSON.—John Harward, Stourbridge.

ROGERS, GEORGE RUSSELL.—Charles Rogers, 7, Westminster-chambers.

ROOPER, MAXIMILIAN GEORGE.—George Rooper, 26, Lincoln's-inn-fields.

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RUSSELL, THOMAS CLARKSON.—Josiah J. Merriman, 28, Queen-street, City.
SELIM, ADOLPHUS.—Joseph Fallows, jun., 8, Regent-street.
SHEPPARD, FREDERICK JAMES.—John H. Sheppard, Towcester.
SMITH, JOHN ANTHONY.—William S. Allen, Birmingham.
SOBEY, EDWIN GIFFORD.—John W. Matthews, Plymouth.
STOCKWOOD, THOMAS, JUN.—Thomas Stockwood, Bridgend.
STUTFIELD, HENRY WILLIAM.—Thomas J. White, 8, Whitehall-place.
TANNER, HARRY GRENVILLE.—George Masefield, Ledbury; Frederick Wood, Gainsborough; and Henry Liversidge, Winterton.
TANNER, WILLIAM BURRIDGE.—William B. Lanfear, 11, Abchurch-street.
TARRY, THOMAS WILLIAM GOLBOURN.—Joseph Maynard, 57, Coleman-street.
TIMMINS, JOSEPH AARON.—George John Robertson, Bath.
TYERMAN, GEORGE THOMAS.—Charles R. Tyerman, 4, East India Avenue.
VAUGHAN, WALTER HENRY.—Richard B. M. Lingard, Manchester; and Robert Rowell, Manchester.
WATSON, ALFRED.—Henry Breary, York.
WHITEHORN, WILLIAM LAMPET.—James Stockton, Banbury.
WIGHT, THOMAS HOLYOAKE.—Thomas Wright, Dudley; George Birch, Lichfield; and Brooke Robinson, Dudley.
WILLIAMS, GEORGE SALUSBURY, JUN.—James D. Wadham, Bristol.
WRIGHT, FREDERICK ASHFIELD.—John Newton, Leighton Buzzard.
WOOLLCOMBE, RICHARD.—William John Woollcombe, Plymouth; James R. Upton, Austin-friars.

Hilary Term, 1870, *pursuant to judges' orders.*

COVENTON, WILLIAM THOMAS.—William G. Coventon, 8, Gray's-inn-square.
GARSTANG, ROBERT BLAKLEDGE.—Richard Heaton, Burslem.
GOULD, THOMAS.—William Barnes Tarrant, 2, Bond-court, City.

Hilary Vacation, 1870.

BENSON, THOMAS GEORGE.—Arthur C. Sharland, Tiverton.
CLARKE, JOSEPH BENNETT.—Charles Bridges, Birmingham; and Edwin Clarke, Birmingham.
HENLEY, EDWARD FRANCIS.—James Ward Russell, 2, Bedford-row.
LINGARD, THOMAS DEWHURST.—Richard B. Monk Lingard, Manchester.
LOUSADA, HERBERT GEORGE.—Thomas H. Street, 27, Lincoln's-inn-fields.
MCTURK, ROBERT.—William George, Bradford.
MALCOLM, JOHN COOPER.—Joseph M. Barret, Leeds.
MORGAN, JOSEPH JOHN.—John Young, 6, Frederick's-place.
SLAUGHTER, WILLIAM EDMUND.—Daniel Cullington, 6 Mansfield-street.
STOCK, THOMAS.—Henry Webb, 11, Argyle-street, Regent-street.
WALMESLEY, OSWALD.—Thomas F. Taylor, Wigan.

CHAIR OF HINDU, MAHOMMEDAN AND INDIAN LAW.

Mr. Standish Grove Grady, the Reader in Hindu, Mahommedan, and Indian laws to the Inns of Court, delivered his inaugural lecture in the Middle Temple Hall, on Saturday, the 13th inst.

Mr. Grady said the importance of the subjects involved in these lectures was apparent when it was recollected that the superficial extent of India was estimated at 1,287,483 square miles, and the population at 140,000,000, by some supposed to be 170,000,000, amongst whom we had to administer various and conflicting laws. He pointed out the difficulties which students encountered in studying the law, from the want of elementary works, and alluded to the pernicious practice of sending officers to India to fulfil judicial functions in entire ignorance of the laws they had to administer. He then traced the sources of primitive law and the alterations it underwent from time to time until it eventuated in the establishment of the five schools of law. He contrasted the revolution by which this was effected with the causes which produced the great French Revolution, and showed that in England we escaped from such disasters by the flexibility of the common law; while decisions have been treated as authoritative, they have not been inexorable. Precedents are held good *media*, and proofs of illustration or confirmation where they are held to agree with acknowledged principles of the common law; but where there is a complex state of facts, our common law judges fall back upon what they apprehend to be the spirit of the common law, and are guided thereby in their decisions. This flexibility has kept the common law *pari passu* with the development of society and its actual wants. But in the progress of law and its adaptation to natural wants, what has been disparagingly called "judge-made law" has often secured this country from that kind of conflict which is so marked and so unfortunate a feature of French and Hindu history. The lecturer showed that the laws of Menu were not to be compared with the Institutes of Republican Rome, or to those of the Empire, being a compilation and not a pure and original system of jurisprudence, like the Institutes of Menu. He then pointed out the sources of the law and the works that were of authority in each of the schools; the close resemblance between the Hindu system and those of the Western world, particularly with regard to the law of adoption and the law of caste. He showed that the Hindus, as far back as the twelfth century before Christ, were by Menu divided into four classes. The ancient inhabitants of Egypt were so divided; and the people of Crete were so divided by the laws of Minos. In Attica the people were divided into four classes by Cecrops, and afterwards by Theseus into three, by uniting the sacerdotal and noble.

Mr. Grady treated the subject of Mahommedan law in the same systematic manner, tracing the sources of the law to its fountain, giving a short account of Mahomet, showing the cause of the schism which led to division of the two sects, the Sunnahs, and the Shiites, and the points wherein they differed on questions of legal doctrine, and referring to the works that are considered by each sect as authoritative. The lecturer then entered into a discussion of the modifications introduced into the native systems of laws, and the mode of their administration, by English positive enactments, and gave a complete and comprehensive narrative of British legislation, as applied to the different Presidencies at different times, from the earliest charter of the first James to the most recent statutes of the present reign.

The introductory address was listened to with marked attention by a numerous assemblage of students, including many natives of India and pupils from the colonies. Several leading members of the bar and representatives of the benchers were also present.

COSTS OF ELECTION PETITIONS.

ENGLAND.

The costs taxed to the end of July by Mr. John Gordon, the officer appointed for the purpose under the Parliamentary Elections Act of 1868, comprise the following sums:—Hastings, £450 costs allowed to Mr. North, respondent on Sutton's petition, and £1,896 costs allowed Mr. Brassy, respondent on the petition of Mr. Calthorpe and another; Bewdley, £1,242 costs allowed Sturge and another, petitioners; Cheltenham, £732 costs allowed Mr. Samuelson, respondent; Wigan, £896 allowed Mr. Woods, £747 allowed Mr. Lancaster, respondents; New Sarum, £156 costs allowed Mr. Hamilton, respondent; Norwich, £703 costs allowed Mr. Tillett, petitioner (except as to scrutiny), and £168 allowed Sir H. J. Stracey, respondent, for costs of scrutiny; Beverley, £1,140 costs allowed Hind and others, petitioners; Southampton, £847 costs allowed Mr. R. Gurney, respondent; King's Lynn, £1,072 costs allowed Mr. Bourke, respondent; Tamworth, £973 costs allowed Sir R. Peel, respondent; Penryn, £856 costs allowed Mr. Fowler and Mr. Eastwick, respondents; Manchester, £239 costs allowed Mr. Birley, respondent.

IRELAND.

In Athlone the petitioner's costs were £60 18s. 8d.; the respondent's, £148 1s. Belfast—Respondent's costs, £603 3s. 10d. Carrickfergus—£20 3s. 2d. Cashel—No. 1 (petitioner's), £676 3s.; No. 2 (respondent's), not taxed. Dublin—No. 1, £1,742; No. 2 (not tried), £986 18s. 6d. Drogheda—Petitioner's, £1,639 8s. 2d., remitted for re-taxation on appeal to court. Enniskillen—Respondent's, £75. Galway—Petitioner's, £23 16s. 2d.; respondent's, £1,183 2s. 7d. Londonderry (settled out of court, but remitted for taxation). Youghal—Costs of orders, £167 11s. 6d.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, NOV. 19, 1869.

(From the Official List of the actual business transacted.)

3 per Cent. Consols, 94
Ditto for Account, Dec., 94
3 per Cent. Reduced 92⅜
New 3 per Cent., 92⅜
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 76
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85, 11 15-16
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 9 p m
Ditto, £500, Do — 9 p m
Ditto, £100 & £200, — 9 p m
Bank of England Stock, 4½ per Ct. (last half-year) 238
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212
Ditto for Account
Ditto 5 per Cent., July, '80 115½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 100¼
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 92½
Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto, 5½ per Cent., May, '79 110½
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 104
Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, under £1000, 25 p m

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	73
Stock	Caledonian	100	79½
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	36¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	107½
Stock	Do., A Stock*	100	107¾
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	55½
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	125½
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	120½
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	84
Stock	Midland	100	118⅛
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	10
Stock	North Staffordshire	100	58½
Stock	South Devon	100	42
Stock	South-Eastern	100	77
Stock	Taff Vale	100	156

* A receives no dividend until 5 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
50 0	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
3154	5 pc & bs	Eagle	50	5 0 0	6 12 6
10000	7l 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7l 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	94 0 0
4000	5 per cent	Do. New	50	50 0 0	
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 10 0
7500	10 per cent	Imperial Life	100	10 0 0	16 0 0
50000	12 per cent	Law Fire	100	2 10 0	3 11 3
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
100,000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 5 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 6	4 12 6
40000	26 per cent	North Brit. & Mercantile	50	6 5 0	21 10 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
659220	20 per cent	Royal Exchange... ...	Stock	All	

MONEY MARKET AND CITY INTELLIGENCE.

The funds have exhibited a marked improvement this week At its commencement a belief in improved trade prospects imparted strength to Consols, and with the exception of a relapse on Wednesday the improved tone has been fully maintained, the slight advance in price being aided by a scarcity of the stocks in the market. The share and foreign markets commenced briskly, but did not maintain the same tone. About the middle of the week railways experienced much fluctuation, and foreign securities became dull. To-day, however, shows a firm tone in all. Great Westerns have this week receded a little from the improved price at which they were recently quoted.

The Council of Legal Education have awarded to George Lewis, Esq., student of the Middle Temple, the Studentship of the Four Inns of Court. This is the highest distinction a student from the Bar can attain. Mr. Lewis is the son of the Rev. G. T. Lewis, of Exminster, and a former pupil of Messrs. Daw & Son, solicitors, Exeter. At the examinationfor solicitors he obtained the prize of the Incorporated Law Society; having previously gained the "Davis" prize for 1867. On his passing the examination to qualify for the Bar, in May last, a certificate of honour of the first class was conferred upon him by the Council of Legal Education.

The late Viscount Canterbury, who died on the 13th November, had been nominated by his grandfather, who was Archbishop of Canterbury, to the reversion of the office of registrar of the Prerogative Court of Canterbury, and since the abolition of that office has been in receipt of a handsome pension up to the date of his death. His successor in the title, the Hon. Sir J. H. T. Manners-Sutton, K.C.B., Governor of Victoria, has for many years held the office of registrar of the Faculty Court, the duties of which are performed by his deputies, while he has been serving her Majesty at the Antipodes, and receiving emoluments at the rate of £10,000 per annum.

Mr. Acton Smee Ayrton, M.P., barrister-at-law, has been sworn in as a member of the Privy Council, on accepting the office of Chief Commissioner of Works and Public Buildings. The right hon. gentleman has also been re-elected, without opposition, M.P. for the Tower Hamlets.

From a Treasury Return published this week it appears that from March 1 to September 30 there was paid to election judges for expenses £1,502, nearly £6,000 was paid to marshals, registrars, mayors, and town clerks, besides £5,000 for shorthand writing.

The office of Crown Solicitor to the Government of Jamaica has become vacant by the death of Mr. A. W. Aikman, who succumbed under the effects of injuries received in a railway accident.

COURT PAPERS.

PRIVY COUNCIL APPEALS.

The Judicial Committee of the Privy Council will commence sitting for the despatch of business on Friday, the 26th of November, 1869, at half-past ten o'clock a.m.

There are two cases from Bengal standing over for judgment, and 40 appeals. The appeals consist of four from the High Court of Admiralty, three from the Arches Court of Canterbury; from Bengal, 21; Madras, 1; Kingdom of Oude, 2; Rangoon, 1; Central Provinces of India, 1; Cape of Good Hope, 1; South Australia, 2; Victoria, 1; Jersey, 1; Canada, 1; and Natal, 1.

QUEEN'S BENCH.

This Court will, on Friday the 26th, Saturday the 27th, and Monday the 29th days of November instant, hold sittings, and will proceed in disposing of the cases in the new trial, special, and Crown papers, and any other matters then pending; and will also hold a sitting on Monday the 13th day of December next for the purpose of giving judgments only.

By the Court.

WINTER CIRCUITS OF THE JUDGES.

The following are the days and places fixed for holding the forthcoming winter assizes:—

Mr. Justice LUSH.—Lincoln, Nov. 26; Leeds, Nov. 30; York, Dec. 8; Durham, Dec. 11; Northumberland and Newcastle-upon-Tyne, Dec. 18.

Mr. Justice BLACKBURN.—Leicester, Dec. 2; Northampton, Dec. 6; Suffolk (Bury), Dec. 9; Cambridge, Dec. 13; Nottingham, Dec. 16; Derby, Dec. 20.

Mr. Baron PIGOTT.—Cholmsford, Dec. 2; Winchester, Dec. 4; Salisbury, Dec. 10; Exeter and City, Dec. 14; Taunton, Dec. 18.

Mr. Justice MONTAGUE SMITH.—Stafford, Nov. 29; Warwick, Dec. 6; Worcester, Dec. 10; Cardiff, Dec. 14; Gloucester, Dec. 20.

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov. 11.—By Messrs. ELLIS & SON.

Leasehold residence, known as Belvidere Lodge, situate in Barrack-road, Milton, Kent—sold £1,080.

Freehold plot of building land, situate as above—sold £120.

Freehold plot of building land, situate as above—sold £160.

Nov. 12.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Leasehold residence, known as Binfield Lodge, Crowhurst road, Brixton, let at £65 per annum; term, 92 years unexpired, at £9 per annum—sold £600.

Leasehold residence, known as Sutton Villa, situate as above; term, 92 years unexpired, at £9 per annum—sold £570.

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Freehold plot of building land, situate as above—sold £190.
Freehold plot of building land, situate in Parrock-street—sold £370.

Nov. 16.—By Messrs. Farebrother, Clark, & Co.

Leasehold residence, known as Cressy Villa, situate in Alleyn-road, Dulwich, let at £50 per annum; term, 84 years from 1859, at £4 1s. 4d. per annum—sold £690.
Leasehold residence, known as Kenmore House, situate as above, estimated at £84 per annum; term and ground rent same as above—sold £660.

Nov. 17.—By Messrs. Beadell.

Freehold estate, known as the Tor Farm, situate in the parishes of Raglan and Llandenny, in the hamlet of Gwehellog, Monmouthshire, comprising a residence, with buildings, and 204a 0r 30p of land—sold £5,000.
Freehold and copyhold property, situate in the parish of Little Bromley, Essex, known as Braham Hall, comprising a house, with buildings, and 135a 0r 33p of land—sold £6,680.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ASTON—On Nov. 11, at 13, Pembroke-gardens, Kensington, the wife of James J. Aston, Esq., Q.C., of the County Palatine of Lancaster, of a daughter.
BURT—On Oct. 10, at Grenada, West Indies, the wife of the Hon. Archibald P. Burt, H.M.'s Attorney-General, of a son.
CARTER—On Nov. 15, at 221, Maida-vale, the wife of William Carter, Solicitor, of a daughter.
LEE—On Nov. 15, at 35, Connaught-square, the wife of L. Yate Lee, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.
PEARSE—On Nov. 11, at Hatherleigh, Devon, the wife of John Pearse, Solicitor and Banker, of a daughter.
YOUNG—On Nov. 15, at 21A, Arbour-square, Stepney, the wife of Charles Vernon Young, Esq., Solicitor, of a son.

MARRIAGES.

ATKYNS—HOWARD—On Sept. 1, at St. James's Cathedral, Melbourne, Victoria, Edward Augustus Atkyns, Solicitor, Melbourne, son of the late Frederic Atkyns, to Emma Sarah, youngest daughter of the late Charles Howard, Assistant Commissary-General.
HAMEL—HUNTER—On Nov. 16, at St. Paul's Church, Avenue-road, Regent's-park, Felix Hargrave Hamel, Esq., Barrister-at-Law, of the Inner Temple, to Arabella Louisa, eldest daughter of Lieut.-Colonel Hunter, of Clifton.

DEATHS.

COMBE—On Sept. 2, at Nelson, New Zealand, Matthew Combe, Esq., Barrister-at-Law, son of the late Boyce Combe, Esq., aged 46.
GREGORY—On Nov. 16, John Philip Gregory, Esq., Barrister-at-Law.
KNIGHT—On Nov. 16, at 1, Lee-park, Blackheath, Eleanor Georgina, wife of Finlay Knight, Barrister-at-Law, of the Inner Temple.
PRITCHARD—On Nov. 13, Henry Pritchard, Esq., jun., Barrister-at-Law, of Trescawen, Anglesey, and Lincoln's-inn, in the 32nd year of his age.
SMITH—On Nov. 14, at Dartmouth-park-road, Highgate, Mary Ann, the wife of Reuben Smith, Solicitor.
TIBBITS—On Nov. 13, at Warwick, Francis Tibbits, Esq., aged 44.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—[Advt.]

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, Nov. 12, 1869.

Limited in Chancery.

Dunraven United Collieries Company (Limited).—Vice-Chancellor James has, by an order dated Nov 9, appointed William Adams, Cardiff, to be official liquidntor.
Estate Company (Limited and Reduced).—Petition for reducing the capital from £500,000 to £250,000. Any creditor who is not entered on the list must, on or before Nov 29, send in his name and address, and the particulars of his claim, to Walters and Gush, solicitors for the company.
Gwendraeith Valleys Lime, Coal, and Railway Company (Limited).—Petition for winding up, presented Nov 11, directed to be heard before Vice-Chancellor James on Nov 20. Fox & Robinson, Gresham House, Old Broad-st, solicitors for the petitioners.
Perdu Carta Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated Nov 6, ordered that the above company be wound up. Westall & Roberts, Leadenhall-st, for Anderson & Collins, Lpool, solicitors for the petitioner.
Young Carrington & Company (Limited).—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Andrew Simpson McClelland and William Mackinnon, at 140, St Vincent-st, Glasgow. Friday, Dec 3, at 12, at the chambers of Vice-Chancellor Malins, is appointed for hearing and adjudicating upon the debts and claims.

Unlimited in Chancery.

Albert Life Assurance Company.—Creditors resident in India, the Continent of Europe, and elsewhere out of the jurisdiction of the Court of Chancery, are required, on or before April 30, 1870, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price and John Young, at 7, Waterloo-pl, Pall Mall. Monday, May 30, 1870, at 12, is appointed for hearing and adjudicating upon the debts and claims.
Birmingham Music Hall Company.—Vice-Chancellor James has, by an order dated Nov 2, ordered that the above company be wound up. Fallows & Whitehead, Carlton-chambers, Regent-st, for Allcock & Milward, Birm, solicitors for the petitioners.
Western Life Assurance Society.—Petition for winding up, presented Nov 9, directed to be heard before Vice-Chancellor James on Nov 20. Evans & Co, Nicholas lane, solicitors for the petitioner.

Tuesday, Nov. 16, 1869.

Limited in Chancery.

Consolidated Land Company of France (Limited).—Vice-Chancellor Malins has, by an order dated Nov 5, ordered that the voluntary winding up of the above company be continued. Tucker, St Swithin's-lane, solicitor for the petitioner.
Devonport and South Devon Steam Flour Mill Company (Limited).—Vice-Chancellor Stuart has, by an order dated Nov 6, ordered that the voluntary winding up of the above company be continued. Walters & Gush, Finsbury-circus, for Sole & Gill, Devonport, solicitors for the petitioner.
Farnborough Cottage Company (Limited and Reduced).—Petition for reducing the capital from £20,000 to £8,000, presented Feb 27, directed to be heard before Vice-Chancellor James on Nov 20. Patteson & Cobbold, New Bridge-st, solicitors for the company.
Gadly's Uchaf Iron and Tin Plate Company (Limited).—Vice-Chancellor James has, by an order dated Nov 6, ordered that the voluntary winding up of the above company be continued. Bell & Co, Bow Churchyard, for Linton & Lewis, Aberdare, solicitors for the petitioners.
Matlock Old Bath Hydropathic Company (Limited).—Vice-Chancellor James has, by an order dated Nov 6, ordered that the above company be wound up. Satchell & Chapple, Queen-st, Cheapside, for Stone, Wirksworth, solicitor for the petitioner.
National Widows' Fund (Limited).—The Master of the Rolls has, by an order dated Nov 6, ordered that the above company be wound up. Lawrence, Bedford-sq, solicitor for the petitioner.
New Westminster Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated Nov 5, ordered that the above company be wound up. Snell, George-st, Mansion House, solicitor for the petitioner.
One Wine Company (Limited).—Vice-Chancellor James has, by an order dated Nov 6, ordered that the voluntary winding up of the above company be continued. Wadeson & Malleson, Austinfriars, solicitors for the petitioners.
Rochdale Theatre Company (Limited).—Vice-Chancellor James has, by an order dated Oct 1, appointed Joseph Butterworth, Rochdale, to be official liquidator.
Woodhouse Colliery Company (Limited).—Petition for winding up, presented Nov 15, directed to be heard before Vice-Chancellor James on Nov 25. Poole & Hughes, New-sq, Lincoln's-inn, solicitors for the petitioners.

Unlimited in Chancery.

United Ports and General Insurance Company.—Vice-Chancellor James has, by an order dated Nov 6, ordered that the above company be wound up. Pulbrook, Threadneedle-st, solicitor for the petitioner.

Stannaries of Cornwall.

Penhallow Moor Mining Company.—The Vice-Warden has, by an order dated Nov 10, ordered that the above company be wound up. Hodge & Co, Truro.
South Dolcoath and Carnarthen Consols Mining Company.—Petition for winding up, presented Nov 12, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Nov 25, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Nov 23, and notice thereof must, at the same time, be given to the petitioner, his solicitors, or their agents. Hodge & Co, Truro, petitioner's solicitors Gregory & Co, Bedford-row, agents.

Friendly Societies Dissolved.

Friday, Nov. 12, 1869.

Portsmouth Dockyard United Pension Society or Widows and Orphans Fund, Red House Tavern, Kingston, Portsmouth. Nov 10.
Young Freemen's Friendly Society, Wheatsheaf Inn, Oxford. Nov 10.

Tuesday, Nov. 16, 1869.

Court Selwood Forest (No. 1960) of the Ancient Order of Foresters, George Hotel, Frome, Somerset. Nov 12.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, Nov. 12, 1869.

Boarer, John, Rotherfield, Sussex, Licensed Victualler. Dec 11. Boarer v Boarer, V.C. Stuart. Hillman, Lewes.
Cottrill, Edwin, Upton upon-Severn, Worcestershire, Timber Merchant. Dec 4. Cottrill v Coomb, V.C. Malins. Robinson, Basinghall-st.
Fleming, Lady Katherine, Florence, Italy. Dec 31. Savini v Lousada, V.C. James. Bolton, New-sq, Lincoln's-inn.
Gowers, Saml, Bedford-gardens, Campden-hill, Kensington, Gent. Dec 9. White v Hight, V.C. James. Smith & Wall, New-inn, Strand.
Hewitson, Middleton, Dinsdale-park Asylum, Durham, Gent. Dec 4. Thompson v Hewitson, V.C. James. Watson, Newcastle-upon-Tyne.
Inch, Mary, Penzance, Cornwall, Widow. Dec 20. Inch v Inch, M. R. Rodd & Cornish, Penzance.
Johnson, John, Wisbech St Peters, Cambridgeshire, Gent. Dec 11. Johnson v Metcalfe, V.C. Stuart. Metcalfe, Wisbech.
Pixley, Arthur Watt, Iffley, Oxford, Paper Manufacturer. Dec 21. Stuart v Pixley, V.C. Stuart. Richards, Warwick-st, Regent-st.
Ponsford, Wm, East Lodge, Acton, Esq. Jan 1. Ponsford v Ponsford, V.C. Stuart. Vining & Son, Moorgate-st-bldgs.
Talbot, Chas Arthur Chetwynd, Aston, Cheshire, Esq. Dec 4. Wells v Talbot, V.C. Malins. Frere & Co, Lincoln's-inn-fields.
Watkins, Wm, Sidbury, Worcestershire, Baker. Dec 5. Quarrell v Wilson, V.C. Malins. Meredith, Worcester.
White, Geo, Canterbury, Kent, Gent. Dec 13. White v White, V.C. Stuart. Sankey & Co, Canterbury.
Winterbottom, John Frederic, East Woodhay, Hants, Esq. Dec 5. Weld v Townsend, V.C. Malins. Capron & Co, Savile-pl. Next of Kin to prove their claims by same date.

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TUESDAY, Nov. 16, 1869.

Bishop, Elisha, Sheffield, Sheep Shear Manufacturer. Dec 15. Bishop v Bishop, V.C. James. Sugg, Sheffield.

Boyle, Robt, Llandaff-pl, near Cardiff, Glamorganshire, Captain, R.A. Dec 10. Re Boyle, V.C. Malins. Mathews, Birm.

Curling, Hy, Earl's-ct, Kensington, Esq. Dec 8. Curling v Kirby, M. R. Hodgson, Salisbury-st, Strand.

Day, John, jun, Gt Percy-st, Clerkenwell, Gent. Dec 11. Boughton v Day, V.C. Malins. Gratton, Gray's-inn-sq.

Dowding, Peter, Shirehampton, Gloucester, Esq. Dec 8. Hollin v Burne, M. R. Burne, Bath.

Godley, Friend, Stanstead, Kent, Farmer. Dec 20. Fry v Phipps, M. R. Gibson, Dartford.

Green, John, King's Lynn, Norfolk, Wine Merchant. Dec 10. Nurse v Green, M. R. Wedlake & Letts, Mitre-ct, Temple.

Green, Wm, King's Lynn, Norfolk, Wine Cooper. Dec 10. Green v Nurse, M. R. Eyre & Co, John-st, Bedford-row.

John, Wm, Swansea, Glamorganshire, Merchant. Dec 7. John v Laverton, V.C. James. Brittan, Bristol.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 12, 1869.

Arch, Richd, Eatington, Warwick, Farmer. Dec 13. Hobbes & Co, Stratford-upon-Avon.

Asumead, Giles, Charlton Kings, Gloucester, Gent. Nov 30. Griffiths, Cheltenham.

Bennett, Robt Wm, Manch, Solicitor. Sept 21. Bennett & Almond, Manch.

Bishop, John, Clapham, Sussex, Brick Maker. Dec 24. Dennett Worthing.

Blades, Wm Dawson, Blackburn, Lancashire, Surgeon. Dec 31. Preston, Kirkby Stephen.

Bradbury, Wm, Upper Woburn-pl, Russell-sq, Printer. Jan 1. Turham & Procter, Lincoln's-inn-fields.

Browne, Geo Newton, Derby, Gent. Jan 1. Beale & Co, Park-st, Westminster.

Bury, Gregory, Kinver, Stafford, Butcher. Jan 20. Collis, Stourbridge.

Clarke, Wm, Countesthorpe, Lancashire, Farmer. Dec 10. Harris.

Fons, John Palmer De La, Carlton-hill, St John's-wood, Esq. Jan 1. Watters & Gush, Finsbury-circus.

Gordon, John Hyslop, St George's-rd, Pimlico, Esq. Dec 26. Tamplin & Taylor, Fenchurch-st.

Grasett, Henrietta, Clifton, Spinster. Dec 1. Symonds, Hereford.

Herbert, Jas, Crickhowell, Brecon, Auctioneer. Jan 1. Davies & Son, Crickhowell.

Knapp, Jas Michael, Bath, Surgeon-Major. Dec 10. Kemp, Bath.

Martin, Wm Byam, Bank-grove, Surrey. Dec 1. Eyton & Co, Moorgate-st.

Peregrine, Eliza, St Heliers, Jersey, Widow. Dec 14. Mackrell, Cannon-st.

Phillipps, Chas Spencer March, Tiverton, Devon, Esq. Jan 1. Davidson, Spring-gardens.

Stevens, Wm, Aston Tirrold, Berks, Farmer. Jan 1. Graham, Abingdon.

Stewart, Chas, Kingston-upon-Hull, Timber Merchant. Feb 10. Holden & Sons, Hull.

Woods, Edward, Walcot, Lincoln, Farmer. Jan 31. Peake & England Sleaford.

Zealey, Wm Hugh, Torquay, Devon, Tailor. Jan 8. Hooper & Woollen, Torquay.

TUESDAY, Nov. 16, 1869.

Allen, Hannah, Ashwood Bank, Worcester, Widow. Dec 18. Richards, Redditch.

Bishop, Hannah, Worcester, Widow. Dec 18. Garrold, Hereford.

Blyth, Eliz, Terling, Essex, Widow. Dec 31. Howell, Colchester.

Bousquet, Eliz Magdalen, Paddington-green, Widow. Jan 17. Venning & Co, Tokenhouse-yard.

Bradshaw, Chas, Fair Lee, nr Pontefract, York, Gent. Jan 16. Learoyd, Huddersfield.

Clarkson, Geo, jun, Sherbury, York, Innkeeper. Jan 12. Jackson, Malton.

Cocking, Saml, Stotford, Bedford, Farmer. Feb 1. Stocken, Raddock.

Constant, Thos, Noxon Farm, Gloucester, Farmer. Dec 18. Garrold, Hereford.

Copeland, John, jun, Sheffield, Gent. Jan 10. Wake, Sheffield.

Daw, Priscilla, Welling Kent. Widow. Dec 16. Waller & Scott, Coleman-st.

Hamilton, Rev Leveson Russell, Bath, Somerset. Jan 1. Woodrooffe, New-sq, Lincoln's-inn.

Hingame, Edward Thurlow, Norwich, Esq. Feb 1. Hansell, Norwich.

Hitch, Joseph, Pigott-st, Limehouse, Wheelwright. Dec 31. Baker & Co, Crosby-sq.

Israel, Israel, Chingford-green, Essex, Gent. Dec 31. Rutherford & Son, Gracechurch-st.

Joseph, Saml, Jewin-st, Aldgate, Merchant. Dec 31. Spyer & Son, Winchester House, Old Broad-st.

Lye, Jas John, Potterne, Wilts, Gent. Nov 24. Wittey, Devizes.

McMicken, Alfd, Newington-butts, Tailor. Dec 31. Spyer & Son, Winchester House, Old Broad-st.

Montgomery, Alex Barry, Stoke Devonport, Devon, Colonel. Feb 28. Davidson, Spring-gardens, Westminster.

Palmer, Wm, Leighton-rd, Kentish Town, Builder. Jan 13. Paddison, Lincoln's-inn-fields.

Richards, Geo, Bideford, Devon, Gent. Dec 31. Buse, Bideford.

Sale, Wm, Rugby, Warwick, Banker. Dec 20. Matislaw.

Sklowler, Robt Fras, Strand, Solicitor, March 1. Dowse & Darville, Lime-st-chambers, Lime-st.

Thatcher, Jas, Welton, Somerset, Common Brewer. Dec 20. Mogg, Cromwell, Temple Cloud, nr Bristol.

Tuach, Wm Alex, Davies-st, Berkeley-sq, Surgeon. Jan 13. Bennett, & Co, New-sq, Lincoln's-inn.

Vigrass, John, Walsall, Stafford, Timber Dealer. Dec 24. Cotterell, Walsall.

Waterhouse, Edward, Topsham, Devon, Gent. Jan 5. Terrell & Fetherick, Exeter.

Wheler, Sir Trevor, Leamington, Warwick, Baronet. Dec 31. Hume & Bird, Gt James-st, Bedford-row.

Wilson, Hy, Winterbourne Gunner, Wilts, Cattle Dealer. Dec 1. Wilson & Co, Salisbury.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 12, 1869.

Andrews, Wm, Swansea, Glamorgan, Licensed Victualler. Oct 13. Comp. Reg Nov 10.

Baber, Wm, & Jas Willington Hitchins, Colchester, Essex, Drapers. Oct 13. Asst. Reg Nov 10.

Barron, Robt Linaker, Blackburn, Lancashire, Grocer. Oct 15. Comp. Reg Nov 11.

Beverley, Matthew Bateson, Leeds, Stock Broker. Oct 14. Asst. Reg Nov 11.

Bigmore, Hy, Commercial-st, Shoreditch, Wholesale Boot Manufacturer. Oct 18. Asst Reg Nov 12.

Brown, Wm Nicholas, Holborn Bars, Bottle Merchant. Oct 15. Comp. Reg Nov 10.

Brown, Benj, Edgware-rd, Gent. Oct 7. Comp. Reg Nov 10.

Buncombe, Edwin Abraham, Creech St Michael, Somerset, Farmer. Oct 19. Comp. Reg Nov 16.

Cracknell, Thos, Fred-st, Paddington, House Decorator. Nov 5 Comp. Reg Nov 15.

Craven, John Berkeley, Carnaby-st, Regent-st, Clerk. Nov 11. Comp. Reg Nov 12.

Dunkley, Wm, Leicester, Draper. Oct 21. Asst. Reg Nov 10.

Evans, David, Merthyr Tydvil, Glamorgan, Comm Agent, Oct 9. Asst. Reg Nov 10.

Feltop, Chas, Burlington, Salop, Blacksmith. Nov 2. Comp. Reg Nov 12.

Flesher, Chas, Geo Flesher, Burley, York, & Geo Flesher, Otley, Builders. Oct 15. Asst. Reg Nov 10.

Gardner, Wm, Northampton, Boot Manufacturer. Oct 16. Comp. Reg Nov 11.

Geldart, Wm, Ulverston, Lancashire, Tinman. Oct 19. Asst. Reg Nov 10.

Godbold, Augustus Barrington, Abbey-gardens, St John's-wood, Railway Traffic Manager. Oct 4. Comp. Reg Nov 8.

Greaves, Geo Hudson, Lpool, Adjutant. Oct 22. Comp. Reg Nov 11.

Green, Wm, Stockport, Lancashire, Provision Dealer. Oct 19. Asst. Reg Nov 11.

Hall, Edwin, Shipley, York, Cabinet Maker. Oct 16. Asst. Reg Nov 11.

Heinrich, John Victor, & Herbert Clarke Heinrich, Gerrard-st, Soho, Brush Manufacturers. Oct 14. Comp. Reg Nov 10.

Hodges, Ann, Oxford, Hatter. Oct 13. Asst. Reg Nov 10.

Horne, Moffat Crichton Wm, South-sq, Gray's-inn, Architect. Nov 10. Comp. Reg Nov 10.

Hughes, Joseph, jun, & John Hughes, Llandudno, Carnarvon, Builders. Oct 6. Comp. Reg Nov 11.

Hunt, Jane Mosley, Manch, Lithographer. Oct 25. Comp. Reg Nov 16.

Jacobs, Edward, Wickford, Essex, Grocer. Oct 16. Comp. Reg Nov 11.

Kelson, Thos, Ramsgate, Kent, Builder. Oct 26. Asst. Reg Nov 13.

Levey, Geo, Gt New-st, Fetter-lane, Printer. Sept 30. Asst. Reg Nov 11.

Love, Peter, Northampton, Ironmonger. Oct 8. Asst. Reg Nov 10.

M'Gerrow, Saml Nae, Knotty Ash, Lancashire, Joiner. Nov 6. Comp. Reg Nov 10.

Moore, Alfd, Commercial-st, Spitalfields, Dealer in Leather, Oct 12. Comp. Reg Nov 8.

Mott, John Wm, Potter's Bar, Middlesex, Nurseryman. Nov 4. Comp. Reg Nov 8.

Newsome, Richd Logan, John Dixon Newsome, & John Wailes, Batley, York, Fulling Millers. Sept 13. Comp. Reg Nov 10.

Parker, Wm Ramsey, Princess-st, Finsbury-sq, Commercial Traveller. Oct 14. Comp. Reg Nov 10.

Parlour, Hy Edwd, Norwich, Ironfounder. Oct 7. Asst. Reg Nov 11.

Pedgon, John, Birkenhead, Cheshire, Grocer. Oct 4. Comp. Reg Nov 12.

Proctor, Mary Devereux, Talk-o-th'-Hill, Stafford, Grocer. Oct 14. Comp. Reg Nov 9.

Reyner, Wm Wainwright, & Geo Reyner, Barnsley, York, Drapers. Oct 15. Asst. Reg Nov 9.

Riley, John, Bradford, York, Draper. Oct 22. Comp. Reg Nov 10.

Rollason, Wm, & John Banks Nicklin, Birm. Factors. Oct 15. Comp. Reg Nov 10.

Sawford, Hy Joseph, Richmond, Surrey, Cabinet Maker. Nov 8. Comp. Reg Nov 11.

Smith, Alfd, Manch, Draper. Oct 14. Asst. Reg Nov 12.

Smith, Edward Tyrrel, King's-rd, Chelsea, Licensed Victualler. Oct 13. Comp. Reg Nov 10.

Sollitt, Mary, Kingston-upon-Hull, Chemist. Nov 3. Comp. Reg Nov 12.

Spreckley, Geo, Grantham, Lincoln, Auctioneer. Oct 9. Asst. Reg Nov 10.

Toulson, Jas Augustine Hartley, Leeds, Chemist. Oct 21. Asst. Reg Nov 10.

Welford, Robt, Borrowby, York, Butcher. Oct 19. Asst. Reg Nov 11.

White, Geo, St Paul's-cresent, Camden Town, Coal Merchant. Oct 15. Comp. Reg Nov 10.

Wilkinson, Chas, Ashton-under-Lyne, Lancashire, Draper. Oct 13. Asst. Reg Nov 10.

Wilson, Chas, Leeds, Wine Merchant. Oct 21. Comp. Reg Nov 10.

Wood, Fredk, Deptford, Kent, Cowkeeper. Nov 6. Comp. Reg Nov 11.

Wright, Richd Shepherd, Hackney-rd, Haberdasher. Oct 26. Comp. Reg Nov 11.

TUESDAY, Nov. 16, 1869.

Allen, Augustine, Barnsley, York, Chemist. Sept 15. Comp. Reg Nov 13.

Ashley, John Turner, Litcham, Norfolk, Farmer. Oct 16. Asst. Reg Nov 13.

Bigge, Rev Geo Richd, Ovingham, Northumberland, Clerk. Oct 22. Comp. Reg Nov 12.

Bloch, Stigward, King William-st, Wine Merchant. Nov 4. Asst. Reg Nov 13.

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Campbell, Chas, Leeds, Shoe Salesman. Nov 6. Comp. Reg Nov 13.
Carey, Job, King's College-rd, Adelaide-rd, Hampstead, Greengrocer. Nov 12. Comp. Reg Nov 13.
Clarkson, Edward, Leeds, Confectioner. Oct 20. Asst. Reg Nov 15.
Colley, Jas. & John Shillcock, St Peter-st, Islington, Grocers. Nov 5. Comp. Reg Nov 13.
Craven, John, & Matthew Craven, Calverley, York, Joiners. Oct 29. Asst. Reg Nov 15.
Dallas, Eneas Sweetland, Victoria-st, Westminster, Author. Sept 18. Comp. Reg Nov 13.
Davis, Chas, Boughton, Kent. Oct 22. Asst. Reg Nov 15.
Denholme, Geo, & John Place, Burnley, Lancashire, Millwrights. Oct 14. Asst. Reg Nov 11.
Fletcher, Wm Edward, & Alex Slone Caughey, St Paul's-rd, Highbury, Builders. Nov 8. Asst. Reg Nov 13.
Foster, Louisa, Derby, Lace Dealer. Oct 19. Asst. Reg Nov 15.
Freame, John Edward, Heneker-ter, Blockley-rise, Forest-hill, Builder. Nov 5. Asst. Reg Nov 13.
Gisborne, John Sacheverell, Lpool, Engineer. Nov 11. Comp. Reg Nov 15.
Green, Wm Chas, & Fredk Shedden Stansby, Poultry, Auctioneers. Oct 18. Comp. Reg Nov 12.
Hare, John Middleton, jun, Grange-rd, Canonbury, Clerk. Nov 11. Asst. Reg Nov 15.
Harris, Thos, Homesdale, Lewisham, Grocer. Oct 29. Comp. Reg Nov 12.
Hawkins, Chas, Silver-st, Notting-hill, Carpenter. Nov 11. Comp. Reg Nov 12.
Haworth, Jas, Manch, Cabinetmaker. Oct 4. Asst. Reg Nov 13.
Holloway, Wm, Crewe, Cheshire, Publican. Nov 3. Comp. Reg Nov 15.
Jobson, Hy, Birkenhead, Cheshire, Painter. Oct 4. Comp. Reg Nov 15.
Jones, Wm, Tuffnell-park-rd, Holloway, Builder. Nov 6. Comp. Reg Nov 13.
Kaye, Emma, Huddersfield, out of business. Oct 20. Asst. Reg Nov 12.
Kidd, Thos, Birkenhead, Cheshire, Grocer. Sept 25. Asst. Reg Nov 16.
Kirkman, Jas, Old Trafford, nr Manch, Railway Secretary. Oct 22. Asst. Reg Nov 12.
Lea, Jas, Tranmere, Cheshire, Grocer. Nov 8. Comp. Reg Nov 15.
Moore, John, Park-ter, Battersea Park, Draper. Oct 25. Asst. Reg Nov 15.
Moyle, Saml Grose, Chacewater, Cornwall, Brewer. Oct 23. Asst. Reg Nov 15.
Mushett, Wm Walker, Kingston-upon-Hull, Tobacco Dealer. Oct 27. Asst. Reg Nov 12.
Parker, Jas, Oxford-st, Appraiser. Nov 2. Comp. Reg Nov 13.
Parker, Sarah, Princess-st, Finsbury-sq. Oct 30. Comp. Reg Nov 12.
Perryer, Geo Casimier, York-rd, Stepney, Packing Case Maker. Nov 10. Comp. Reg Nov 11.
Powell, Benj, Worcester, Publican. Oct 18. Comp. Reg Nov 12.
Putt, Thos, Ledbury-rd, Bayswater, Ironmonger. Nov 6. Comp, Reg Nov 12.
Shrimpton, Saml, Hampstead-rd, Cheesemonger. Oct 21. Asst. Reg Nov 11.
Snowden, Isaac, Old-st, St Luke's, Cutler. Sept 29. Comp. Reg Nov 13.
Steele, Hy, Tunstall, Stafford, Beerseller. Oct 20. Asst. Reg Nov 13.
Swindlehurst, Robt, Sheepridge, York, Woollen Cord Manufacturer. Oct 29. Asst. Reg Nov 12.
Thomas, Thos Treharn, Bridgend, Glamorgan, Agricultural Implement Merchant. Oct 11. Inspectorship. Reg Nov 15.
Thomas, Wm Proctor, Basingstoke, Hants, Meal Merchant. Oct 23. Comp. Reg Nov 13.
Tompkins, John, Brighton, Sussex, Billiard Room Proprietor. Oct 28. Comp. Reg Nov 13.
Turner, Saml, Stockport, Cheshire, Innkeeper. Nov 1. Comp. Reg Nov 16.
Watts, Edward, Christchurch, Hants, Watchmaker. Oct 13. Comp. Reg Nov 12.
Weatherhogg, Geo Wm, Newark-upon-Trent, Nottingham, Engineer. Nov 6. Asst. Reg Nov 13.
Wetherell, Wm, Stockton-on-Tees, Durham, Tailor. Oct 11. Comp. Reg Nov 15.
Wood, John, Honley, nr Huddersfield, Grocer. Oct 19. Asst. Reg Nov 13.
Wren, Geo, High Holborn, Paper Merchant. Nov 5. Comp. Reg Nov 15.

Bankrupts.

FRIDAY, Nov. 12, 1869.

To Surrender in London.

Becker, Lewis Matthews, Langdale-rd, Peckham, no occupation. Pet Nov 8. Murray. Dec 1 at 12. Coke, Gresham-bldgs, Guildhall.
Bilham, Geo, Prisoner for Debt, London. Pet Nov 9 (for pau). Brougham. Nov 24 at 1. Lawrence, Lincoln's-inn-fields.
Birdseye, Jonathan Kelvedon, Essex, Baker. Pet Nov 8. Murray. Dec 1 at 11. Jones, Colchester.
Black, Jas, Craven-st, Strand, Merchant. Pet Nov 1. Nov 24 at 2. Noton, Gt Swan-alley, Moorgate-st.
Bond, Thos, Stratford New Town, Essex, Cabinet Maker. Pet Nov 8. Pepys. Nov 25 at 1. Webster, Basinghall-st.
Bond, Richd, Carlton-pl, Kilburn, Coach Builder. Pet Nov 6. Pepys. Nov 25 at 2. Lewis, Cheapside.
Bornstein, Solomon, & Hy Hart, Gt Prescot-st, Goodman's-fields, Boot Manufacturers. Pet Nov 9. Nov 24 at 1. Payne, Bedford-row.
Borough, Wm, Prisoner for Debt, London. Pet Nov 9 (for pau). Murray. Dec 1 at 12. Laurence, Lincoln's-inn-fields.
Byrd, Hy, Fairbank-st, Shoreditch, Cheesemonger. Pet Nov 8. Nov 24 at 12. Boulton & Sons, Northampton-sq, Clerkenwell.
Chapman, Mark, Southborough-ter, Carlton-rd, West, Peckham, Miller's Assistant. Pet Nov 10. Murray. Dec 1 at 1. Norton, Raymond's-bldgs, Gray's-inn.
Clark, Alfred, Wycombe-ter, Hornsey-rd, Hatter. Pet Nov 8. Nov 24 at 12. Hope, Ely-pl.
Cordery, Edmund, Cunningham-rd, Hammersmith, Builder. Pet Nov 10. Pepys. Nov 26 at 12. Chidley, Old Jewry.
Day, Wm, Artillery-row, Westminster, Cowkeeper. Pet Nov 8. Murray. Dec 1 at 12. Thomas, Fulham.
Hart, Thos Wm, New-st, Whitechapel, no business. Pet Nov 10. Murray. Dec 1 at 1. Harrison, Basinghall-st.
Heim, Louis, Prisoner for Debt, London. Pet Nov 6 (for pau). Murray. Dec 1 at 11. Laurence, Lincoln's-inn-fields.
Hencher, Hy Wm, Mortlake, Surrey, Navy Agents' Clerk. Pet Nov 9. Murray. Dec 1 at 12. Anderson & Son, Ironmonger-lane, Cheapside.
Hunt, John, Woking, Surrey, out of business. Pet Nov 9. Pepys. Nov 26 at 11. Jones, New-inn, Strand
Innes, Jas, Gt Tower-st, Tea Broker. Pet Nov 10. Murray. Nov 29 at 11. Greig & Meikle, Verulam-bldgs, Gray's-inn.
Klein, John Christian, Clinger-st, St John's -rd, Hoxton, Baker. Pet Nov 9. Pepys. Nov 26 at 11. Wyatt, Arthur-st, West, London-bridge.
Lewis, John Allen, Dover, Kent, Builder. Pet Nov 8. Nov 22 at 1. Minter, Dover.
Lindon, Wm, Walbrook, Merchant. Pet Oct 30. Murray. Nov 24 at 1. Thomas & Hollams, Mincing-lane.
Love, Jane Sophia, Spencer-pl, Brixton-rd, Tobacconist. Pet Nov 10. Pepys. Nov 26 at 12. Easton, Clifford's-inn.
Mathews, Chas Wm, Silchester-rd, Kensington, Journeyman Butcher. Pet Nov 10. Nov 24 at 1. Lamb, Bedford-row.
Miller, Hy, Newport, Isle of Wight, Fancy Warehouseman. Pet Nov 11. Murray. Nov 24 at 1. Angell, Guildhall-yard.
Monk, Wm, Witney, Oxford, Sack Contractor. Pet Nov 9. Murray. Dec 1 at 12. Boyle, Bedford-pl, Russell-sq, for Ravenor, Witney.
Morris, Geo Abbey, Prisoner for Debt, London. Pet Nov 6 (for pau). Murray. Dec 1 at 11. Laurence, Lincoln's-inn-fields.
Nuttall, Jas, Jewin-st, Aldersgate, Trimming Manufacturer. Pet Nov 8. Nov 24 at 12. Dobie, Basinghall-st.
Oughton, Elliot, Edenham-st, Upper Westbourne-pk, Plumber. Pet Nov 8. Pepys. Nov 25 at 2. Butterfield, Carey-lane.
Parry, John, Woolwich, Kent, Boot Maker. Pet Nov 11. Murray. Nov 24 at 11. Harcourt & Macarthur, Moorgate-st.
Pettit, Geo, Wansey-st, Walworth-rd, out of business. Pet Nov 10. Nov 24 at 2. Rashleigh, Carter-lane.
Phipps, Eleanor, & Chas Ambrose, Peterborough, Northampton, Glass Dealers. Pet Nov 9. Pepys. Nov 26 at 11. Wright & Co, London-st, for Law, Stamford.
Pinner,, David, Collingwood-st, Blackfriars-rd, Bricklayer. Pet Nov 8. Murray. Dec 1 at 12. Taylor, Church-row, Upper-st, Islington.
Rees, Saml Poole, Falcon-st, Falcon-sq, Warehouseman. Pet Nov 6. Nov 24 at 1. Harris, Walbrook-bldgs, Walbrook,
Rolfe, Chas, Essex-rd, Islington, Greengrocer. Pet Nov 8. Nov 22 at 1. Nind, Basinghall-st.
Sheppard, Geo, Uckfield, Sussex, Agricultural Implement Maker. Pet Nov 1. Nov 24 at 2. Paterson & Co, Chancery-lane.
Standfast, Thos Saml, Wallis-rd, Hackney Wick, Rope Maker. Pet Nov 8. Nov 22 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Stone, Wm, Halsey-ter, Sloane-sq, Chelsea, Comm Agent. Pet Nov 8. Pepys. Nov 25 at 2. Cooke, Guildhall-chambers.
Welham, Alfd Robt, Prisoner for Debt, London. Pet Nov 6 (for pau). Murray. Dec 1 at 11. Watson, Basinghall-st.
Wilkin, Claude, Malvern-rd, Kilburn-pk, Gent. Pet Nov 10. Murray. Dec 1 at 1. Dolan, Tokenhouse-yard.

To Surrender in the Country.

Allan, John, Fenensby, York, Horse Breaker. Pet Nov 10. Gill-Knaresborough, Nov 24 at 10.30. Dewes, Knaresborough.
Bailey, John, Mile Elm, Wilts, Carpenter. Pet Nov 10. Clarkson. Calne, Nov 24 at 10. Rawlings, Melksham.
Banks, John, Audlem, Cheshire, no occupation. Pet Nov 5. Jones. Whitchurch, Nov 19 at 11. Pearson, Market Drayton.
Billington, Robt, Cheetham, nr Manch, Cotton Spinner. Pet Nov 10. Fardell. Manch, Nov 29 at 11. Earle & Co, Manch.
Binns, Matthew, Ashton-under-Lyne, Lancashire, & David Bunis, Dukinfield, Cheshire, Cotton Dealer. Pet Nov 9. Macrae. Manch, Nov 26 at 12. Sutton & Elliott, Manch.
Birchall, Thos, Chesterton, Staffordshire, Labourer. Pet Nov 6. Challinor. Hanley, Dec 4 at 11. Sherratt, Talk-on-the-Hill,
Bollen, Fredk Hy, Fortuneswell, Island of Portland, Grocer. Pet Nov 10. Andrews. Weymouth, Nov 23 at 11. Tizard & George, Weymouth.
Bone, Wm, Keswick, Cumberland, Innkeeper. Pet Nov 8. Broatch. Keswick, Nov 22 at 11. Lowthian, Penrith.
Bowker, Christopher, Thornton, York, Butcher. Pet Nov 9. Roper. Kirkby Lonsdale, Nov 24 at 11. Robinson, Settle.
Burston, Hy, Barnard's-green, Worcester, out of business. Pet Nov 3. Beale. Gt Malvern, Nov 20. Rea, Worcester.
Byers, Alex, Manch, Warp Sizer. Pet Nov 9. Fardell. Manch, Nov 24 at 12. Mann, Manch.
Chandley, Abigail, Manch, out of business. Pet Nov 8. Macrae. Manch, Nov 25 at 11. Leigh, Manch.
Chandley, Martha, Manch, out of business. Pet Nov 8. Fardell. Manch, Nov 24 at 11. Leigh, Manch.
Cheeseman, Thos, Southampton, out of business. Pet Nov 3. Tylee. Romsey, Nov 25 at 11. Kilby, Southampton.
Clark, Joseph, Leeds, out of business. Pet Nov 5. Marshall. Leeds Nov 25 at 12. Harle, Leeds.
Clark, Emanuel Matthew, Reading, Berks, Coal Merchant. Pet Nov 10. Collins. Reading, Nov 27 at 11. Smith, Reading.
Conqueror, John, Bishopwearmouth, Durham, Glassmaker. Pet Nov 9. Ellis. Sunderland, Nov 25 at 11. Dixon, Sunderland.
Curtis, Thos, Lambley, Nottingham, Farmer. Pet Nov 9. Tudor. Birm, Nov 23 at 11. Belk, Nottingham.
Dawson, Thos, Bishopwearmouth, Durham, Beerhouse Keeper. Pet Nov 6. Ellis. Sunderland, Nov 24 at 11. Bell, Sunderland.
Elsmore, Alfred, Sheffield, Labourer. Pet Nov 11. Wake. Sheffield. Nov 25 at 1. Binney & Son, Sheffield.
Flear, Hy, Somercotes, Derby, Joiner. Pet Nov 8. Hubbersty. Alfreton, Nov 24 at 12. Smith, Derby.
Frater, Jas Ray, Wrexham, Denbigh, Clerk. Pet Nov 10. Lpool, Nov 24 at 12. Jones, Wrexham.
Furness, John, Billy-row, Durham, Grocer. Pet Nov 8. Trotter. Bishop Auckland, Nov 23 at 10. Hutchinson, Bishop Auckland.
Gilliver, Thos, Newhall, Derby, Miner. Pet Nov 8. Hubbersty. Burton-on-Trent, Dec 1 at 10. Stevenson, Burton-on-Trent.

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Green, Thos, Nottingham, Journeyman Iron Turner. Pet Nov 9. Patchitt. Nottingham, Dec 22 at 10.30. Belk, Nottingham.

Griffiths, David, Aberserw, Merioneth, Farm Bailiff. Pet Nov 10. Walker. Dolgelly, Nov 30 at 11. Jones, Dolgelly.

Griffiths, James, & Jabez Griffiths, Westbromwich, Staffordshire, Butty Colliers. Pet Nov 9. Hill. Birm, Nov 24 at 12. James & Griffin, Birm.

Hall, Richd, Southwell, Nottingham, Boot Maker. Pet Nov 1. Newton. Newark, Nov 17 at 12. Ashby, Newark.

Harmston, Thos, Falkingham, Lincoln, Innkeeper. Pet Nov 9. Bell. Bourn, Nov 23 at 11. Malim, Grantham.

Harrison, Wm Sharman, Whaplode, Lincoln, Licensed Victualler. Pet Nov 10. Tudor. Birm, Nov 23 at 11. Caparn & Wilders, Holbeach; James & Griffin, Birm.

Hawken, John, Truro, Cornwall, Master Mariner. Pet Nov 10. Chilcott. Truro, Nov 27 at 11. Carlyon & Paull, Truro.

Hebblethwaite, Hy Jas, Slaithwaite, York, Cloth Manufacturer. Pet Nov 11. Leeds, Nov 29 at 11. Learoyd & Learoyd, Huddersfield; Bond & Barwick, Leeds.

Hedley, Richd, Newcastle-upon-Tyne, Joiner. Pet Nov 8. Clayton. Newcastle, Nov 23 at 10. Joel, Newcastle-upon-Tyne.

Helliwell, John, & Jas Helliwell, Sheffield, Builders. Pet Nov 8. Wake. Sheffield, Nov 25 at 1. Micklethwaith, Sheffield.

Hirst, Edmund, Marsden, York, Waste Dealer. Pet Nov 6. Jones. Huddersfield, Nov 26 at 10. Bottomley, Huddersfield.

Hogard, Robt, Longwathby, Cumberland, Blacksmith. Pet Nov 9. Varty. Penrith, Nov 25 at 10. Graham, Penrith.

Howartn, Edwd, Swansea, Glamorgan, Licensed Victualler. Pet Nov 9. Wilde. Bristol, Nov 23 at 11. Clifton & Moseley, Bristol.

Hulse, Wm, Middleport, Stafford, Journeyman Firemen. Pet Nov 9. Challinor. Hanley, Dec 4 at 11. Tomkinson, Burslem.

Innes, Geo, Coxhoe, Durham, Innkeeper. Pet Nov 9. Greenwell. Durham, Nov 24 at 11. Marshall, jun, Durham.

Jeffreys, Geo, Halifax, York, Wood Turner. Pet Nov 5. Rankin. Halifax, Nov 19 at 10. Norris & Foster, Halifax.

Jenkins, John, Coytr Lower, Glamorgan, Contractor. Pet Nov 9. Lewis. Bridgend, Nov 24 at 12. Ensor, Cardiff.

Jones, Elias, Gerddi, Rhyl, Flint, Gardener. Pet Nov 6. Sisson. Rhyl, Nov 24 at 10. Williams, Rhyl.

Langley, Jas, Stamford, Lincoln, Furniture Broker. Pet Nov 10. Shield & Hough. Stamford, Nov 26 at 11. Laxton, Stamford.

Larkin, Hy Epps, Whitstaple, Kent, Foreman to a Pork Butcher. Pet Nov 8. Callaway. Canterbury, Nov 16 at 10. De Lasaux, Canterbury.

Latham, Wm, Hanley, Staffordshire, Boot Maker. Pet Nov 9. Challinor. Hanley, Dec 4 at 11. Stephenson, Stoke-upon-Trent.

Lewis, Hy, Carmarthen, Plumber. Pet Nov 8. Wilde. Bristol, Nov 22 at 11. Press & Inskip, Bristol.

Liley, Saml, & Hy Lyson, Leeds, Bricklayers. Pet Nov 4. Leeds, Nov 29 at 11. Booth & Co, Leeds.

Lister, Thos, Castleford, York, Draper. Pet Nov 2. Leeds, Nov 29 at 11. Carter, Pontefract; Tempest, Leeds.

Lockwood, John, Underbank, nr Holmfirth, out of business. Pet Nov 9. Wake. Sheffield, Nov 25 at 1. Booth, Holmfirth.

Lucas, Joseph, Birm, Jeweller's Stone Setter. Pet Nov 9. Guest. Birm, Dec 10 at 10. Jacques, Birm.

Lucas, Wm, Rochdale, Lancashire, Saddler. Pet Nov 10. Fardell. Manch, Nov 24 at 11. Grundy & Coulson, Manch.

Lymer, Joseph, Tunstall, Stafford, Beerseller. Pet Nov 4. Challinor. Hanley, Dec 4 at 11. Salt, Tunstall.

Markland, Mark, Horwick, Lancashire, Farmer. Pet Nov 1. Fardell. Manch, Nov 24 rt 11. Marsland & Addleshaw, Manch.

Meade, David, Weymouth, Dorset, Merchant's Foreman. Pet Nov 10. Andrews. Weymouth, Nov 23 at 11. Howard, Weymouth.

Murphy, Neil, Wolverhampton, Stafford, Fishmonger. Pet Nov 9. Walker. Dudley, Nov 25 at 12. Stokes, Dudley.

Paling, Fredk, Ilkeston, Derby, Auctioneer. Pet Nov 9. Tudor. Birm, Nov 23 at 11. Lees, Nottingham.

Palmer, Jas, & Wm Fredk Dean, Nechells, nr Birm, Spade Manufacturers. Pet Nov 3. Tudor. Birm, Nov 26 at 12. Allen, Birm.

Parkinson, Wm, Manch, Comm Agent. Pet Nov 8. Fardell. Manch, Nov 23 at 11. Leigh, Manch.

Parkinson, Emma, Manch, out of bgsiness. Pet Nov 8. Macrae. Manch, Nov 26 at 11. Leigh, Manch.

Parkinson, Joseph, Masbro, York, Pork Butcher. Pet Nov 8. Wake. Sheffield, Nov 25 at 1. Mellor, Sheffield.

Pimley, Saml, Alberbury, Salop, Farmer. Pet Nov 8. Hill. Birm, Nov 24 at 12. Clarke, Shrewsbury; Reece & Harris, Birm.

Plummer, Robt, Ramsey, Huntingdon, Beerhouse Keeper. Pet Nov 8. Huntingdon, Nov 25 at 2.30. Atter, Peterborough.

Powell, John, Pontypool, Monmouth, Innkeeper. Pet Nov 8. Wilde. Bristol, Nov 22 at 11. Greenway & Bytheway, Pontypool; Brittan & Sons, Bristol.

Raper, John Greenwood, Kingston-upon-Hull, Mechanical Engineer. Pet Nov 9. Phillips. Kingston-upon-Hull, Nov 29 at 11. Sibree, Hull.

Redfearn, Nancy, Lpool, Refreshment-house Keeper. Pet Nov 8. Lpool, Nov 23 at 11. Snowball & Copeman, Lpool.

Rigby, John, Wednesbury, Staffordshire, Coachsmith. Pet Oct 30. Hill. Birm, Nov 24 at 12. James & Griffin, Birm.

Riley, John, jun, Warsop, Nottingham, Farmer. Pet Nov 8. Patchitt. Mansfield, Dec 6 at 11.30. Shipton, Chesterfield.

Ripon, Thos, Gt Grimsby, Lincoln, Ship Chandler. Pet Nov 11. Leeds, Nov 24 at 12. Bell & Leak, Hull.

Roberts, Owen, Llanrwst, Denbigh, Coal Merchant. Pet Nov 10. Lpool, Nov 23 at 12. Evans & Lockett, Lpool; for Jones, Conway.

Salt, Wm, Doveridge, Derby, out of business. Pet Nov 9. Tudor. Birm, Nov 23 at 11. Welby & Son, Uttoxeter; James & Griffin, Birm.

Swan, Wm Thos, Gt Grimsby, Lincoln, Newspaper Proprietor. Pet Nov 10. Leeds, Nov 24 at 12. Bates, Gt Grimsby.

Taylor, Wm, Grimley, Worcester, Bricklayer. Pet Nov 6. Crisp. Worcester, Nov 25 at 11. Tree, Worcester.

Thomson, Hans, Kingston-upon-Hull, Merchant. Pet Nov 10. Leeds, Nov 24 at 12. Summers, Hull.

Turner, Thos, Prisoner for Debt, Winchester. Adj Oct 19. Howard. Portsmouth, Nov 30 at 12.

Watson, Jas, Minskip, York, Pig Jobber. Pet Nov 6. Gill. Knaresborough, Nov 24 at 10. Dewes, Knaresborough.

Watson, Peter, Whitby, York, Spirit Merchant. Pet Nov 9 Leeds, Nov 29 at 11. Hunter, Whitby; Bond & Barwick, Leeds.

Wheeler, Adam Walker, Monmouth, Tailor. Pet Nov 9. Wilde. Bristol, Nov 25 at 11. Williams, Monmouth; Henderson & Salmon, Bristol.

TUESDAY, Nov. 16, 1869.

To Surrender in London.

Arrow, Caleb, St Mary Cray, Kent, Wheelwright. Pet Nov 11. Pepys. Nov 26 at 2. Alsop, Chancery-lane.

Bayly, Wentworth, Albany-st, Regent's-pk, Captain. Pet Nov 11. Murray. Dec 1 at 1. Lewis & Lewis, Ely-pl, Holborn.

Blackith, Fras Webb, Thornhill-crescent, Islington, Clerk. Pet Nov 11. Pepys. Nov 26 at 1. Miller & Co, Eastcheap.

Blackwell, Geo, Keysoe, nr St Neots, Bedford, Farmer. Pet Nov 11. Pepys. Nov 26 at 12. Roscoe & Hincks, King-st, Finsbury-sq; for Cook, Wellingborough.

Bodkin, John, West-st, Finsbury-circus, Merchant. Pet Nov 3. Murray. Dec 6 at 11. Linklaters & Co, Walbrook.

Bray, John Harvey, Prisoner for Debt, London. Pet Nov 10. Dec 1 at 11. Lewis & Son, Wilmington-sq.

Burton, Hy, Herne-terrace, Herne-hill, Watchmaker. Pet Nov 11. Murray. Dec 1 at 2. Morris, Jermyn-st.

Castle, Alfred, Sunbury-common, Middx, Mason. Pet Nov 11. Dec 1 at 12. Hicklin, Trinity-sq, Borough.

Collinson, John, Southam-pl, Upper Westbourne-pk, Carpenter. Pet Nov 11. Murray. Dec 1 at 2. Cooke, Gresham-bldgs, Guildhall.

Cowell, Thos, East Cowes, Isle of Wight, Innkeeper. Pet Nov 13. Pepys. Dec 2 at 1. Blake, Newport.

Crisford, Caleb, Prisoner for Debt, Lewes. Pet Nov 13. Murray. Dec 1 at 2. Hancock & Co, King William-st, for Philbrick, Hastings.

Cross, Edwd, Ellesmere-rd, Old Ford, out of business. Pet Nov 11. Pepys. Nov 26 at 1. Briant, Winchester House, Old Broad-st.

Cutler, Mark, Clydesdale-villas, Clapton, Comm Agent. Pet Nov 10. Pepys. Nov 26 at 2. Godfrey, Hatton-garden.

Davies, Chas Jas, Thornton-st, Southwark, Builder. Pet Nov 5. Dec 8 at 11. Slee & Co, Parish-st, Southwark.

Gittins, Richd, Blagrave-rd, Kensington, Brush Maker. Pet Nov 11. Dec 1 at 12. Kane, Stafford-st, Marylebone-rd.

Hart, Ambrose, Green-st, Harrow-rd, Baker. Pet Nov 12. Murray. Dec 6 at 11. Wilding, Titchbourne-st, Edgware-rd.

Lewis, Wm Robt, Mill-cottage, Holloway-rd, Comm Agent. Pet Nov 12. Pepys. Nov 26 at 2. Hicks, Coleman-st.

Mathews, Wm John, Prisoner for Debt, London Pet Nov 11 (for pau). Brougham. Dec 1 at 1. Lawrence, Lincoln's-inn-fields.

Matson, Wm, Ramsgate, Kent, Smack Owner. Pet Nov 12. Pepys. Nov 26 at 2. Denny, Coleman-st.

McDonough, Mary, Green-st, Blackfriars-rd, Mattress Maker. Pet Nov 12. Murray. Dec 6 at 11. Chipperfield & Co, Trinity-st, Southwark.

Moore, Wm, Upper Well-alley, Wapping, Coffee House Keeper. Pet Nov 13. Dec 1 at 1. Hicks, Coleman-st.

Moore, Pomfret, Lidgate, Suffolk, Farmer. Pet Nov 10. Dec 1 at 11. Dubois, Church-passage, Gresham-st.

Mulvany, Richd Field, Elgin-villas, Angel-rd, Brixton, Secretary to the Southern Railway Company. Pet Nov 12. Pepys. Nov 26 at 2. Taylor, Furnivals-inn.

Neary, Wm, Victory-ter, Rotherhithe, Accountant. Pet Nov 12. Dec 1 at 1. Hicks, Coleman-st.

Patterson, Mary, Ealing, Middx, no occupation. Pet Nov 10. Dec 1 at 11. Le Blanc & Torr, New Bridge-st, Blackfriars.

Pugsley, Enoch, Prisoner for Debt, London. Pet Nov 12 (for pau). Murray. Dec 6 at 11. Watson, Basinghall-st.

Randall, Alfred Hy, High-st, Woolwich, Cheesemonger. Pet Nov 11. Murray. Dec 1 at 1. Dobie, Basinghall-st.

Robertson, Chas Jas, Fish-st-hill, Advertising Agent. Pet Nov 9. Pepys. Nov 26 at 1. Harrison, Basinghall-st.

Shaw, Hy Thos, Sussex-st, Tottenham-ct-rd, Wool Dealer. Pet Nov 11. Pepys. Nov 26 at 12. Brighten, Bishopsgate-st Without.

Sherington, Amy, Prisoner for Debt, London. Pet Nov 12 (for pau). Pepys. Nov 26 at 2. Lawrence, Lincoln's-inn-fields.

Standen, Bridge, Braddyll-st, East Greenwich, Manure Manufacturer. Pet Nov 11. Murray. Dec 1 at 2. Mortimore & Humphreys, Winchester-bldgs, Gt Winchester-st.

Stanners, Geo, Mile End-rd, Stay Manufacturer. Pet Nov 11. Murray. Nov 29 at 1. King, Birchin-lane.

Swain, Fras, Crossley-st, Hoxton, Working Brass Moulder. Pet Nov 13. Murray. Dec 6 at 11, Drake, Basinghall-st.

Ward, Chas Isaac Clover, Waltham-cross, Herts, out of business. Pet Nov 11. Pepys. Nov 26 at 1. Maynard, Poultry.

Warner, Jas, Esher, Surrey, Railway Clerk. Pet Nov 13. Pepys. Dec 2 at 12. Treherne & Co, Aldermanbury.

Weaver, Jas, Glasshouse-st, Regent-st, Messenger. Pet Nov 11. Pepys. Nov 26 at 1. Bartlett, Chandos-st, West Strand.

Whatman, Chas, Prisoner for Debt, Maidstone. Pet Nov 12. Dec 1 at 1. Lewis & Co, Old Jewry; Southgate & Sons, Gravesend.

Whillier, Wm Hamlet, Landport, Hants, Licensed Victualler. Pet Nov 13. Pepys. Nov 26 at 2. Westall & Co, Leadenhall-st, for Champ, Portsea.

Whitehead, Geo, Brunswick-ter, Newington, Traveller. Pet Nov 10. Pepys. Nov 26 at 12. Salaman, St Swithin's-lane.

Williams, David, Gt St Helens, Metal Agent's Clerk. Pet Nov 11. Dec 1 at 12. Elmslie & Co, Leadenhall st.

To Surrender in the Country.

Alleyne, John Milner, Sheffield, Licensed Victualler. Pet Nov 12. Leeds, Dec 1 at 12. Tattershall, Sheffield.

Appleton, Alex Bryning, Prescot, Lancaster, Tea Dealer. Pet Nov 11. Ansdell. St Helens, Nov 30 at 11. Sowton, Lpool.

Asher, John, Keysoe, Bedford, Carrier. Pet Nov 6. Hinrich. Bedford, Nov 8 at 4. Conquest & Stimson, Bedford.

Bagnley, Joseph Mottershead, Leek, Stafford, Engineer. Pet Nov 10. Macclesfield, Nov 24 at 12. Higgenbotham & Barclay, Macclesfield.

Beaumont, Geo Godfrey, Preston, Lancaster, Chemist. Pet Nov 8. Macrae. Manch, Dec 2 at 12. Charnley & Co, Preston; Cooper & Sons, Manch.

Beaumont, Jonathan, Rotherham, York, Licensed Victualler. Pet Nov 13. Leeds, Dec 1 at 12. Marsh & Edwards, Rotherham.

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Bellis, Robt, Leughton, Flintshire, Timber Carrier. Pet Nov 13. Lpool, Nov 30 at 11. Browne, Lpool.
Belt, Thos Danby, Hunmanby, York, Farrier. Pet Nov 8. Harland, Bridlington, Nov 20 at 10. Spurr, Scarborough.
Benson, Thos, Acomb, York, Joiner. Pet Nov 13. Perkins. York, Nov 27 at 11. Mann, York.
Boniface, Edmd, Hastings, Carpenter. Pet Nov 13. Young. Hastings, Nov 27 at 11. Philbrick, Hastings.
Bradshaw, Jas, Worcester, Currier. Pet Nov 13. Hill. Birm, Dec 1 at 12. James & Griffin, Firm.
Briggs, Christopher, Farnworth, Lancashire, Cotton Manufacturer. Pet Nov 5. Fardell. Manch, Nov 30 at 12. Sale & Co, Manch.
Bright, Geo, Leominster, Hereford, Shoemaker. Pet Nov 11. Robinson. Leominster, Nov 29 at 11. Bedford, Leominster.
Bullock, Wm Gibson, North Shields, Northumberland, Draper. Pet Nov 8. Gibson. Newcastle-upon-Tyne, Nov 26 at 12. Lietch & Co, North Shields.
Butterfield, Craven, New Leeds, York, Warp Dresser. Pet Nov 12. Bradford, Dec 3 at 9.15. Wilson, Bradford.
Cadby, Geo, Birm, Metal Polisher. Pet Nov 10. Guest. Birm, Dec 10 at 10. Jacques, Birm.
Chapman, Edwd, Nottingham, Iron Merchant. Pet Nov 10. Patchitt. Nottingham, Dec 22 at 10.30. Smith, Nottingham.
Christopher, Wm, Machynlleth, Montgomery, Quarry Proprietor. Pet Nov 12. Lpool, Nov 30 at 12. Evans & Lockett, Lpool.
Cook, Edwin, Worcester, Fruiterer. Pet Nov 11. Crisp. Worcester, Nov 30 at 11. Tree, Worcester.
Cox, Saml, Shrewsbury, Salop, Comm Agent. Pet Nov 9. Peele. Shrewsbury, Dec 6 at 10.30. Morris, Shrewsbury.
Davenport, Edwd, Stockport, Cheshire, Joiner. Pet Nov 11. Fardell. Manch, Nov 29 at 11. Woolley, Manch.
Davies, John Maurice, Antaron, Cardigan, Barrister-at-Law. Pet Nov 11. Wilde. Bristol, Nov 26 at 11. Brittan & Sons, Bristol.
Dixon, Joseph, sen, Darlington, Durham, Shoemaker. Pet Nov 9. Bowes. Darlington, Nov 25 at 10. Clayhills, Darlington.
Evans, John, Birkenhead, Cheshire, Joiner. Pet Nov 12. Wason. Birkenhead, Nov 27 at 10. Bretherton, Birkenhead.
Flynn, Wm, Worthington, Cumberland. Cab Driver. Pet Nov 11. Waugh. Cockermouth, Nov 29 at 3. Simpson, Cockermouth.
Greenwood, Solomon, & Jas Dalzell, Heywood, Lancashire, Contractors. Pet Nov 11. Grundy. Bury, Nov 27 at 9. Anderton, Bury.
Gwyther, Jas, Carmarthen, Banker's Clerk. Pet Nov 4. Wilde. Bristol, Nov 26 at 11. Davies, Carmarthen; Abbot & Leonard, Bristol.
Harris, Ebenezar, Ipswich, Suffolk, Tobacconist. Pet Nov 11. Pretyman. Ipswich, Nov 27 at 11. Pollard, Ipswich.
Hay, Andrew, Bishopwearmouth, Durham, Grocer. Pet Nov 11. Ellis. Sunderland, Nov 29 at 11. Botterell, Sunderland.
Hewitt, Jas, Kingston-upon-Hull, Engine Driver. Pet Nov 13. Phillips. Kingston-upon-Hull, Nov 29 at 12. Summers, Hull.
Hill, John Jowitt, Eccleshill, York, Attorney. Pet Nov 9. Loeds, Nov 29 at 11. Simpson, Leeds.
Holderness, Eliz, Market Rasen, Lincoln, out of employment. Pet Nov 11. Rhodes. Market Rasen, Nov 27 at 10. Harrison, Lincoln.
Hopper, John, Dover, China Dealer. Pet Nov 10. Greenhow. Dover, Nov 27 at 12. Minter, Dover.
Horne, Chas, Stoke-upon-Trent, Grocer. Pet Nov 10. Keary. Stoke-upon-Trent, Nov 27 at 11. Stevenson, Stoke-upon-Trent.
Jackson, John, Leicester, Warehouseman, Pet Nov 11. Ingram. Leicester, Nov 27 at 10. Kirby, Leicester.
Jones, David, Lpool, Painter. Pet Nov 10. Hime. Lpool, Nov 26 at 3. Roose, Lpool.
Jones, Jas, Worcester, Dealer in Leather. Pet Nov 11. Crisp, Worcester, Nov 30 at 11. Clutterbuck, Worcester.
Lane, Wm, Sunderland, Durham, Hairdresser. Pet Nov 11. Ellis. Sunderland, Nov 30 at 11, Simey, Sunderland.
Latham, John, Prisoner for Debt, Stafford. Adj Nov 3. Keary. Stoke-upon-Trent, Dec 4 at 11. Tennant, Hanley.
Lawton, Hy, Blackpool, Lancaster, Ship's Steward. Pet Nov 11. Patteson. Poulton-le-fylde, Dec 1 at 11. Wheeler & Dean, Blackburn.
Longley, John, Bognor, Sussex, Draper. Pet Nov 6. Sowton. Chichester, Nov 24 at 11. Mills, Brighton.
Lovatt, Saml, Chester, Grocer. Pet Nov 11. Lpool, Nov 29 at 11. Evans & Lockett, Lpool.
Marcroft, Thos, Rochdale, Lancashire, Moulder. Pet Nov 12. Jackson. Rochdale, Nov 30 at 10. Whitehead, Rochdale.
Milligan, Jas. Lpool, Boot and Shoe Maker. Pet Nov 11. Hime. Lpool, Nov 26 at 3.30. Blackhurst, Lpool,
Monham, Geo, Knutton, Stafford, out of employment. Pet Nov 10. Slaney. Newcastle-under-Lyme, Nov 27 at 11. Salt, Tunstall.
Newman, Geo Tully, Hereford, out of business. Pet Nov 11. Reynolds. Hereford, Nov 30 at 10. Garrold, Hereford.
Page, John, Bideford, Devon, Machinist. Pet Nov 9. Rooker. Bideford, Nov 27 at 11. Smale, Bideford.
Palmer, Ellis, Hanley, Stafford, Clerk in Holy Orders. Pet Nov 11. Tudor. Birm, Nov 26 at 12. Hodgson & Son, Birm.
Pines, John, Church Gresley, Derby, Beer Retailer. Pet Nov 13. Hubbersty. Burton-upon-Trent, Dec 1 at 10. Wilson, Burton-upon-Trent.
Piton, Philip, Colchester, Essex, Labour Agent. Pet Nov 12. Barnes. Colchester, Dec 4 at 12. White, Colchester.
Pittam, Edwd, Aston-juxta-Birm, out of business. Pet Nov 13. Hill. Birm, Dec 1 at 12. Coleman, Birm.
Prest, Bernard, Preston, Lancashire, Mechanic. Pet Nov 11. Myres. Preston, Nov 27 at 10. Ambler, Preston.
Roberts, Edwd, Worcester, Engine Fitter. Pet Nov 11. Crisp. Worcester, Nov 30 at 11. Tree, Worcester.
Robertson, Hy Finch, Billericay, Essex, Schoolmaster. Pet Nov 13. Lewis. Brentwood, Nov 27 at 11, Brown, Brentwood.
Sealy, Arthur, Totterdown, Somerset, Commercial Traveller. Pet Nov 10, Harley. Bristol, Dec 3 at 12. Pigeon & Ward.
Short, Fredk, Chapel Allerton, Leeds, out of business. Pet Nov 11. Marshall. Leeds, Nov 27 at 12. Butler & Smith, Leeds.
Simcock, Jacob, Heolfach, Glamorgan, Haulier. Pet Nov 10, Spickett. Pontypridd, Nov 27 at 12. Resser, Aberdare.
Simons, Joseph, Ivinghoe, Bucks, Grocer. Pet Nov 12. Kipling. Leighton Buzzard, Dec 2 at 11. Nicholson, Luton.
Smith, Jas, Overton, Hants, Grocer. Pet Nov 10. Lamb. Basingstoke, Nov 25 at 12. Smith, Reading.
Stainton, Geo, Ambleside, Westmorland, Labourer. Pet Nov 10. Fisher. Ambleside, Dec 1 at 12. Nicholson, Ambleside.
Steere, Geo, Carwinnick, Cornwall, Farmer. Pet Nov 11. Carlyon. St Austell, Nov 26 at 12. Meredith, St Austell.
Syred, Hy, Appleton, Lancashire, Auctioneer. Pet Oct 25, Ansdell. St Helen's, Nov 27 at 11. Beasley, St Helen's.
Taylor, Hy, Skirbeck, Lincoln, Coachbuilder. Pet Nov 12. Staniland. Boston, Nov 30 at 19. Bailes, Boston.
Thurlbeck, Michael, sen, Bishopwearmouth, Durham, Pilot. Pet Nov 10. Gibson. Newcastle-upon-Tyne, Nov 26 at 12. Skilmer, Sunderland.
Turner, John Thos, Worksop, Notts, out of business. Pet Nov 13. Newton. East Retford, Nov 29 at 10. Binney, Sheffield.
Uttley, Jas Greenwood, Manch, Comm Agent. Pet Nov 8 (for pau). Dunn. Lancaster, Nov 26 at 10 Johnson & Tilly, Lancaster.
Wagstaffe, Thos, Manch, General Dealer. Pet Nov 6. Fardell. Manch, Nov 30 at 11. Leigh, Manch.
Wendes, Thos Jonas, Oakfield, Isle of Wight, Poulterer. Pet Nov 10. Blake. Newport, Nov 27 at 11. Joyce, Newport.
Wheeler, Enoch, Dudley, Worcester, Cordwainer. Pet Nov 11. Walker. Dudley, Dec 2 at 12. Stokes, Dudley.
Willcocks, Isaac, Weston-super-Mare, Somerset, Ale Merchant. Pet Nov 13. Davies. Weston-super-Mare, Nov 29 at 11. Smith, Weston-super-Mare.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 12, 1869.

Barr, Wm, Hemsworth-st, Hoxton, Looking Glass Frame Manufacturer. Nov 11.
Saul, Richd, Albert-ter, London-rd, Southwark, Meat Salesman. Nov 3.

TUESDAY, Nov. 16, 1869.

Jones, Saml, Narberth, Pembroke, Saddler.
Tompkins, John, Brighton, Billiard Room Proprietor. Nov 15.

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37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

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Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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F. ALLAN CURTIS, Actuary and Secretary.

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The Solicitors' Journal.

LONDON, NOVEMBER 27, 1869.

IT IS PUBLICLY ANNOUNCED that Bishop Trower and some other clergy of the diocese of Exeter mean to appear at Bow Church to oppose the confirmation of the election of Dr. Temple to the see of Exeter. If the intention of the opposers is carried out, we may expect a renewal, in the Court of Queen's Bench, of the interesting discussion which occurred on the appointment of the late Dr. Hampden to the see of Hereford. On that occasion the confirmation of the Bishop's election was opposed by three clergymen, two of whom were beneficed in the diocese of Hereford, on the ground that the bishop elect had published works repugnant to the doctrine of the Established Church, and that he, therefore, had been censured by the University of Oxford. The Commissioners appointed by the metropolitan to confirm the election of Dr. Hampden declined to listen to the objections urged against the confirmation, and proceeded in the form usual where no opposition is made. Thereupon a rule was obtained from the Court of Queen's Bench for a mandamus to the archbishop or his vicar-general to hear the objections, which was afterwards most elaborately argued by the Attorney-General (Sir John Jervis), the Solicitor-General (Sir D. Dundas), Mr. M. D. Hill, Dr. Bayford and Mr. Waddington on behalf of the archbishop, and by Sir Fitzroy Kelly (the present Lord Chief Baron), Dr. Addams, Mr. Stephens, Mr. Peacock (the present Chief Justice of India), and Mr. Badeley for the opposers. (See 3 Queen's Bench Reports, p. 483.) On the one side it was said that the archbishop's duty in confirming the election of the nominee of the Crown was, under the 25 Hen. 8, c. 20, s. 7, merely ministerial. On the other, that according to the ancient canon law "confirmation" was a technical word, and that the statute did no more than compel the archbishop to confirm the election of the bishop elect according to the law of the Church—that is to say, after a judicial inquiry into the grounds of any opposition which might be openly made to his appointment. In short, one party contended that the metropolitan's office was not judicial but ministerial, and that the venerable formality of citing opposers to appear on pain of contumacy was a formality and nothing more; the other party contended with an extraordinary display of learning and research, that the archbishop's function was judicial as well as ministerial, and that although the Crown had an absolute power of *placing* a bishop it had not an absolute power of *making* one, if good cause to the contrary were shown. The argument, which occupies no less than sixty-five pages in the Queen's Bench Reports (pp. 498—563) was heard on January 24th, 25th, 26th, and 27th, 1848, and on the 1st February following the judges delivered their opinions. Lord Denman (the Chief Justice) and Mr. Justice Erle held that the objections to confirmation could not be heard, the 25 Hen. 8, c. 20, making it *imperative* on the Metropolitan to consecrate. Mr. Justice Patteson and Mr. Justice Coleridge on the other hand held that the objections ought to have been heard, or that, at all events, the matter was so doubtful that there was good reason for requiring a return to a writ of *mandamus*. The Court being thus equally divided, no order for the issue of a writ was made.

The question, therefore, which Bishop Trower and his friends have determined to raise is not in any way concluded by authority. We presume, however, that the commissioners will in Dr. Temple's case, as in Dr. Hampden's, refuse to hear objections, leaving the opposers, as in the earlier case, to apply for a *mandamus*. On the the fate of such an application we do not at present venture to hazard a prediction. But we are guilty of no want of respect to the Court of Queen's Bench as at present constituted, in saying that its members are still less likely than they were in 1848 to sanction any infringement on the absolute supremacy of the Crown in matters ecclesiastical.

But assuming that a *mandamus* is eventually granted, it by no means follows that Dr. Temple's election would be imperilled. The opposers would then have to set to work to prove him unfit for his office, on the ground, we presume, that he, like Dr. Hampden, "had published works which were repugnant to the doctrine of the Established Church," and which had been censured, not indeed by the University of Oxford, but by Convocation. It so happens that the latter ground of opposition could not be technically proved in point of fact, so that the opposers would have to establish a case of heresy afresh. It is not the function of this journal, we need scarcely observe, to give an opinion on the orthodoxy of Dr. Temple, but remembering the decisions of the Judicial Committee in the cases of the Rev. Dr. Williams and the Rev. H. B. Wilson, two of the co-essayists of Dr. Temple, we have no hesitation in asserting that in point of law no charge of heresy against him can be successfully established.

OUR REMARKS LAST WEEK upon the subject of the registration appeals, having been reprinted by the *Times*, Mr. Sidney Smith, of the City of London Liberal Registration Association, has made them a pretext for addressing a long letter to that newspaper on the subject. Mr. Sidney Smith, as an unsuccesful litigant, is of course privileged to complain of the decision given against him by the Court of Common Pleas, but he is not entitled to enlist us on his side in the matter, as he virtually does by styling our remarks, strictures upon the decision of the Common Pleas in *Smith* v. *Lancaster*. On the contrary we said that the decision which the revising barrister had pronounced in that case at the instance of Mr. Sidney Smith, had created considerable surprise in the profession, and its reversal by the Common Pleas, so far as we ventured to pass judgment upon it, met our entire approval. Mr. Smith, however, appears on the whole more aggrieved by the decision in *Cuthbertson* v. *Butterworth*, given against him last year, than by that in *Smith* v. *Lancaster* this year. He does not argue that *Smith* v. *Lancaster* is wrong, but only that it is wrong if the previous decision is right. If the case of *Cuthbertson* v. *Butterworth* is to be understood as going the length which Mr. Sidney Smith considers it does—that is, that whatever his claim may be, in no case can the under-tenant in the Temple be entitled, we think that he has some ground for dissatisfaction. It was evident, however, on the argument of *Smith* v. *Lancaster*, that whatever may be the ultimate decision of the Court upon this point, the judges mean to treat *Cuthbertson* v. *Haines* as a decision only to the point that the room occupied was not a house. The reports do not generally state how the third column of the register was filled up in *Butterworth's case*; we believe, however, that the qualification entered really was "chambers." It was not, however, put to the Court upon the argument, that there need not be structural severance in the case of a building other than a house. It is true it was contended that chambers were *ejusdem generis* with shop, warehouse, &c., but the effect of this as obviating the necessity of structural severance was not pointed out. On the contrary, the point insisted upon was that there was structural severance in that case. Thus, therefore, although if the qualification entered in the list really was

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chambers and not house, the decision of the Court really covered the point in question, yet they certainly did not consider it, and it is to be hoped that we are right in thinking it still open. Indeed, if it is not, it is difficult, as Mr. Sidney Smith says, to see how the merchants and others who have always voted for their counting-houses can retain their votes. This, however, will come before the Court in one of the remaining registration cases, *Piercy* v. *Maclean*, also from the City of London, and it is to be hoped that the Court will then decide that a counting-house need not be structually severed from the rest of the building within which it is contained. We differ, however, from Mr. Sidney Smith when he accuses the judges of the Court of Common Pleas not only of bad law but of ignorance of philology and the English language, and supports that accusation by the assertion that the doctrine that a dwelling-house must be a whole house, any more than a mere house or a counting-house, has no foundation in law or in anything more than mere whim. Counting-house and shop, at all events, even if not warehouse, seem to us in their ordinary meaning to import a part of a larger building, while house in its ordinary meaning does not. But whatever view may be taken of *Cuthbertson* v. *Butterworth*, Mr. Smith's notion that that case and *Smith* v. *Lancaster* cannot stand together is founded on a fallacy. He considers that exclusive occupation by one person necessarily negatives constructive occupation by another. This shows that he does not understand what the Courts mean by constructive occupation. So far from the exclusiveness of the occupation of the one negativing the constructive occupation of the other, it may assist in proving it. What is meant by constructive occupation in these cases is not a partial or joint occupation with another, but occupation in the person of another. It is that the master of a house occupies in certain cases by his under-tenants or lodgers, in the same way that a master may occupy in the person of his servants. The distinction, in fact, is not between exclusive occupation and constructive, but between constructive occupation and actual bodily occupation. If the occupation of the lodger is in law the occupation of the landlord, then the more exclusive it is the better does it establish that of the landlord.

There is one other point on which Mr. Sidney Smith's letter deserves notice. He quotes the cases of *Toms* v. *Luckett* (2 Lut. p. 19) and *Scores* v. *Haggett* (7 M. & G. 95), as if they were reliable authorities, whereas they were both elaborately reviewed in the judgment in *Cook* v. *Humber*, and an interpretation put upon them which much shakes their authority as originally reported. Taken together with the explanation so put upon them they are authorities, but without it none at all. It is not, of course, our business to defend the judges against the aspersions of Mr. Sidney Smith, but we must protest against his statement that what he calls the confusion worse confounded existing in the law of registration is due entirely to Westminster Hall. It is all very well to call for simplicity of legislation to relieve the nation from the ingenious perversity of the law; but it is only fair to say that the present state of the law is due in great measure to the fact that the legislation hitherto has been anything but simple. Was any definition of a house ever given by the Court of Common Pleas to be compared in ingenious perversity with the definition of a house in the Act of 1867?

SINCE OUR REMARKS LAST WEEK, the Court of Common Pleas have decided three registration appeals, all of which were cases rather of special than general interest, though all cases of importance. In the case of the Naval Knights of Windsor, the votes were disallowed; their fate therefore being the same as that of the military knights whose case was decided some years ago. The principal point in the case is, that the rule which has always been recognised with reference to members of corporations was put into definite shape; and it was laid down that when an individual member of a corporation aggregate occupies a part of the corporate property, in furtherance of the purpose for which the corporation was founded, the occupation shall be taken *primâ facie* to be the occupation of the corporation and not of the individual, and as such can confer no vote on the individual. In the next case, that of the Canons of Exeter, this rule was again exemplified. There the Canons were not only members of the corporation aggregate of the Dean and Chapter, but were also recognised by the law as corporations sole, and as such entitled to hold property to themselves and their successors. It was, therefore, held that the revising barrister was justified in coming to the conclusion that they occupied their residential houses in right of their canonries—that is, in an individual right and not in their character as members of the corporation aggregate. The vote was therefore upheld,

The only remaining case was that of the Middlesex incumbents. This case has excited some attention, but when the facts were known it proved a most simple one, and the decision of the revising barrister was, without hesitation, confirmed by the Court. It was, after a short discussion, clear that none of the sources of income of these incumbents of district churches could be considered as derived from land, except perhaps in the case of those who had an assignment of pew-rents. The revising barrister had, however, allowed the votes of these, and therefore this point did not arise upon the appeal. It would appear that the appellants who had had their votes disallowed desired to raise the broad question whether they could not have a vote without any income from land, which of course would have been contrary to all received notions upon the point. Sir John Karslake, who argued for the appellants, when asked by the Court whether he could possibly maintain this point, could do no more for his clients than quote a story of a Chancery barrister, who when told there was no ground for a particular appeal, said he thought so too, but the Lord Chancellor, being a much better lawyer than he was, might, perhaps, be able to find one.

THE BENCHERS OF THE MIDDLE TEMPLE have announced that after the first day of Hilary Term next all dinners are to be prepaid. Tickets are to be issued, resembling railway tickets in form, and like them classified into first, second, and third class (benchers, barristers, and students). These tickets will be given out by an official in the "screens" outside the hall, but it is not, we believe, intended to station him at a pigeon-hole, labelled "pay here." This innovation is owing, it is said, to the very alarming arrears into which some of the Middle Templars get. The new plan is rather undignified, and we can hardly imagine that it is necessary. Why not make a rule that no one shall dine in hall who has not paid all arrears, say up to the end of the preceding term, and "screen" all who fall two terms in arrear? Some one invented the supposition that the defaulters are so many and exalted that they must be screened in another sense—and that hence this new plan, somewhat letting off the past at the expense of the future. So far, however, as the Benchers are concerned, this notion has been expressly contradicted by a letter of the under-treasurer to a daily contemporary, in which he states that the Benchers never are in arrears, but if they were would be "screened" the same as anyone else. We do not imagine that many arrears were allowed in the old times when the Inns of Court really were a law university. In those times there were butteries in the Middle Temple, just as there now are in every Oxford and Cambridge college; there was dinner in hall all the year round (and not, as now, only in term time) only that in vacation term dinner was sometimes as early as 10 a.m. There were also various regulations as to the students' dress, and some almost identical with that old Oxford statute which

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forbids the "proud and ridiculous custom of walking abroad in boots." Among other things now lost sight of, the students claimed an immunity from arrest within the precincts of the Temple. The main difference, however, between the Temple of those days and the Temple of these, is that the Temple of those days really *was* a law university in which persons were appointed to teach, and the students were expected to learn, whilst now-a-days no one need learn anything whatever unless he chooses.

THE LORD CHANCELLOR has just issued an order allowing the county court offices to be closed on Monday, the 27th of December. The closing is made permissory, and not compulsory, doubtless with a view to the possibility of sittings of some of the courts having been fixed for that day. Closing will, however, be the rule in London, and the exceptions will be very rare everywhere.

ON WEDNESDAY LAST Vice-Chancellor James made an order for winding-up the Family Endowment Society, an insurance company which had been "amalgamated" some years back by the Albert. The petitioner was the holder of two annuities granted by the Family Endowment Society, and who, since the "amalgamation," had received payment of his annuities from the Albert. The question, of course, was whether this annuitant was right in claiming to be a creditor of the Family Endowment.

The Vice-Chancellor considered that there was no evidence of a "novation" of contract or an adoption by the annuitant of the Albert instead of the Family Endowment Society, and accordingly held him still a creditor of the former company. It appears, therefore, that Vice-Chancellor James, though, of course, regarding this question, as we have done, as a question on evidence of intention, by no means adopts our views as to what is such evidence. It is to be feared that in the case of companies which have long ceased business the searching out of contributories will be an expensive matter.

A FELON, being dead in law, is of course incapable of sitting and voting in the House of Commons (see Coke, 4th Institute, 47), and the election of the convict Rossa as member for Tipperary will therefore be presently declared void. But it is not, as has been supposed by some of the daily journals, absolutely void, any more than would be the election of any other person *de facto* inelegible for an ordinary reason; on account, for instance, of his being a clergyman or a Government contractor. The voters in Tipperary are entitled to *nominate* a felon, and to throw away their votes upon him if they please, and the sheriff, although he may be satisfied that the candidate and the felon are one and the same person, has no power to withdraw his name when it has been duly proposed and seconded.

Cases are not wanting in which members of Parliament, after their election, have been disqualified by their being found guilty of felony or treason. A notable example is that of Smith O'Brien, who was convicted of treason in 1848 whilst member for the county of Limerick. His seat thereby was *ipso facto* vacated and a new writ was issued. But we believe that the present is the first case where a convict has been elected a member of the Legislature whilst he is actually undergoing his sentence. There can, however, be but little doubt as to the proper line of action to be pursued, assuming that the returning officer declines to take upon himself the risk of returning Mr. Heron at once. When Parliament meets that gentleman will in all probability claim the seat by petition, and his claim, as a matter of course, will be immediately allowed by the election judge. If he should not take this step the seat will be declared vacant and a new writ will be ordered to issue, or, if the state of the county render it necessary, the writ will be suspended as long as the House may think fit.

No doubt the shortest and best way to settle the difficulty would be for the returning officer himself to decide on the question of Rossa's ineligibility when the poll is declared. The risk of such a course would be great if there were any reasonable doubt that Rossa is in fact disqualified. A wrong decision would lay open the returning officer to an action for penalties. But as it is the only risk he would encounter would be of personal violence and not of pecuniary loss. The contrary course might lay him open to an action on the part of Mr. Heron—which, however, the latter would not be very likely to bring.

THE PRESIDENT, Vice-President, and Council of the Incorporated Law Society entertained the Vice-Chancellor Sir William M. James, Sir Roundell Palmer, Q.C., M.P., Mr. Commissioner Bacon, Sir Thomas Henry, Sir Benjamin Phillips, Mr. George Osborne Morgan, Q.C., M.P., Mr. Goldney, M.P., Mr. Alderman Stone, the Master Benett, and others at dinner, at the hall of the society on Wednesday last.

WE VENTURED AT THE TIME to express our strong dissent from the reasoning of Mr. Commissioner Winslow in setting aside the adjudication in bankruptcy which had been obtained against the Duke of Newcastle. That decision has since been reversed by Lord Justice Giffard, his Lordship thinking, as we did, that "the case, though perhaps of some importance, was sufficiently plain, and quite free from any real difficulty."

The argument in favour of supporting the Commissioner's decision was to the effect that proceedings in bankruptcy would conflict with the privileges of Parliament, and that no intention to interfere with those privileges in the case of privileged persons other than traders sufficiently appeared. In order to support this contention it is necessary to endeavour to do what the learned Commissioner had not done—namely, to show what privilege was infringed by bankruptcy. This was sought to be done, if we understand the argument aright, by showing that in early times, and at the date of the earliest Bankrupt Acts, the Houses of Parliament claimed for their members not only exception from arrest, but also immunity from process against their goods; and by contending that the whole series of Bankrupt Acts must be looked at together as a connected series; and the inference seems to be that for the purposes of bankruptcy the privileges of Parliament must be taken to be what they were before any Bankrupt Act was passed, except so far as the Bankrupt Acts themselves have controlled them. And then it was argued that the Bankruptcy Act of 1861 did not take away the supposed privilege of non-traders having privilege of Parliament.

The answer to this is two-fold. In the first place, at any period which it is at all important to consider for this purpose, the privilege of Parliament extended only to immunity from arrest. And this the Lord Justice seems to have considered the true view. And if so, there was no reason to doubt the correctness of Lord Hardwicke's *dictum* that a peer might be made a bankrupt, or of his statement that one had been so made, before any special provisions on the subject had been made by any statute.

But the most important answer to the whole argument is that the Acts of 1849 and 1861 have fully dealt with the matter. The Act of 1849 contained full and elaborate provisions as to the bankruptcy of privileged persons who were (what all bankrupts must then have been) traders. And the Act of 1861 put all debtors, whether trader or not, on the same footing. As the Lord Justice put it—"traders" includes privileged traders, and "'all debtors' are substituted for 'such traders.'"

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THE OPERATION OF THE BANKRUPTCY ACT, 1869, ON VOLUNTARY AND OTHER SETTLEMENTS.

No. II.

The most convenient method for considering the scope of the 91st section of the Bankruptcy Act, 1869, is to treat it as divided into two parts; the first relating to voluntary settlements, the second relating to ante-nuptial covenants or contracts to settle after-acquired property.

Before entering upon the consideration of the section, a couple of preliminary matters must be disposed of. It may be asked, in the first place, will the section apply to settlements dated before the 1st of January, 1870? To this an answer in the negative must be given. The section is clearly not retrospective in its operation. Again, it must not be lost sight of that "settlement" in the section means any disposition of property, it being expressly enacted that "settlement shall, for the purposes of this section, include any conveyance or transfer of property." Of course, the words will be understood as restricted to transfers in writing, and not as extended to gifts of money or chattels perfected by delivery.

It will be noticed that only those settlements which are voluntary fall within the scope of the first part of the section. The following three classes of settlements are expressly excluded from its operation:—(1) Settlements made before, and in consideration of, marriage; (2) settlements made in favour of a purchaser or incumbrancer in good faith and for valuable consideration; (3) post-nuptial settlements, made on or for the wife and children of the settlor, of property which has accrued to the settlor after marriage in right of his wife. In the first of the three classes—settlements made before, and in consideration of, marriage—settlements made after marriage in pursuance of binding contracts entered into before marriage, are included; although, of course, the mere recital in a settlement made after marriage of ante-nuptial articles is not sufficient evidence of the existence of such articles against the creditors of the settlor (*see Battersbee* v. *Farrington*, 1 Swanst. 113). Upon the second class of settlements, those "made in favour of a purchaser or incumbrancer, in good faith and for valuable consideration," two questions arise. The first is—must a settlement to fall within this class be made upon the person from whom the consideration moves, or is it sufficient if it is made by his direction upon someone else? In *Holmes* v. *Penney* (5 W. R. 132, 3 K. & J. 90), a settlor, in consideration of his brother having paid some of his debts, by a deed to which his brother was a party, settled his life interest in a fund upon himself, his wife, and his children; and this was held not to be a voluntary settlement. So in *Thompson* v. *Webster* (4 De G. & J. 600) a man in embarrassed circumstances pursuant to an agreement with his mother, who lent him £190, gave her a mortgage upon an estate, and settled the equity of redemption upon his children. The settlement in this case was held not to he voluntary. Was the settlement in *Holmes* v. *Penney* one made "in favour of" the brother of the settlor, and was the settlement in *Thompson* v. *Webster* one made "in favour of" the mother of the settlor within the meaning of section 91? It would seem that it must be held that they were so made, for a settlement made pursuant to the direction of a person is as much "in favour" of such person as one made upon him or her. Of course the brother in the one case and the mother in the other must have acted "in good faith;" but the burden of proving that they did not so act would rest upon those who sought to upset the settlement. What construction—whether liberal or strict—will be placed by the courts upon the words "in good faith" it is impossible to predict. Probably, however, by analogy with *Colombine* v. *Penhall* (2 Sm. & G. 228), a settlement of this description will be held to be made in good faith, unless it is part of a scheme, to which the purchaser was privy, to defraud the creditors of the settlor under the guise of providing for the objects of the purchaser's bounty. The second question—the first having been answered as previously mentioned—is, supposing a settlement to be made on his wife by B. of property, part of which is contributed by himself, and part by A., in consideration of B.'s providing and settling such other part, is that a settlement made in A.'s favour of the whole fund, or only of the part provided by him? The answer to this question is fraught with more difficulty. Were the settlement on all fours with that in *Hammonds* v. *Barrett* (17 W. R. 1078), where the settlor only provided £920, and the other party £4,000, there can be little doubt but that it would be held to be made in favour of a purchaser in good faith and for valuable consideration, but were the conditions reversed it might very well be held that there was an absence of that "good faith" in the purchaser which is a necessary ingredient to support a settlement.

The third class of settlements expressly exempted are those made for the wife or children of the settlor of property which has *accrued to the settlor after marriage in right of his wife*. Here again a difficulty presents itself as to the construction to be placed upon the word "accrued." There can be no doubt that if the father of A.'s wife dies leaving her a legacy of £1,000 by his will, but not for her separate use, and no settlement was executed upon the marriage of A. and his wife, containing a covenant to settle after-acquired property, that £1,000 accrues to A. after marriage in right of his wife, but if B. being entitled to a vested reversionary interest under her father's will, or £1,000 expectant on the death of her mother, marries A. without a settlement, and the mother dying A. reduces the £1,000 into possession, would that £1,000 be held to have accrued to A. after marriage in right of his wife? It would seem that it would, for A. by the marriage did not acquire a vested, but only a contingent, interest in the £1,000.

With these exceptions every settlement made by a trader will, if the settlor becomes bankrupt within two years after the date of the settlement, be void against the trustee of the bankrupt; and, further, if the settlor becomes bankrupt at any subsequent time within ten years of the date of the settlement, the settlement is void against the trustee, unless those claiming under it can prove "that the settlor was at the time of the making of the settlement able to pay all his debts without the aid of the property comprised in such settlement." In the first case the settlement is void *in toto*; in the second it is void unless those who claim under it can prove the solvency of the settlor at the date of the settlement, and this will, at the expiration of several years, be no easy matter. A recital in the settlement of the state of the testator's assets and liabilities will not be evidence of his solvency against the trustee. In fact an account taken will be the only satisfactory evidence. On account of this difficulty it will be impossible to make out a good or even a marketable title to real property comprised in a voluntary settlement made by a trader until ten years have elapsed from the date of settlement. But assuming that those who claim under the settlement can prove the solvency of the settlor, that fact does not render it indefeasible. It may still be impeached by the creditor under the 13 Eliz. c. 5, and then the onus lies upon the creditors of proving that the settlement was contrived to "delay, hinder, or defraud" them. Herein lies a grave objection to the section, that settlements which fall within its scope fall also under the operation of the statute of Elizabeth. Had the framers of the section followed the wording of the law laid down in the statute of Elizabeth and its interpretation in the decided cases, and required those claiming under a settlement to prove that it was not intended to delay, hinder, or defraud creditors, they would have obviated this objection and also the still more serious one that the section as it stands does not touch the most common form of fraudulent voluntary settlements. Even under the existing law a man seldom executes a voluntary settlement when actually insolvent, and more seldom when he renders himself

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insolvent thereby. The most common form of fraudulent voluntary settlement is that whereby A., having £10,000 capital, and owing £4,000 in debts, settles £5,000 upon his family previous to engaging in some speculative business. If he becomes bankrupt within two years from the date of the settlement it would be void against his trustee under section 91; but suppose the smash does not come for three years, then the settlement is good under the section, those claiming under it being able to prove that the settlor was at the time of making of the settlement able to pay all his debts without the aid of the property comprised in such settlement, although of course it is open to the trustee to take proceedings to upset the settlement under the statute of Elizabeth.

The second portion of the section deals with covenants or contracts made by a trader in consideration of marriage for the future settlement upon or for his wife or children of any money or property wherein he had not at the date of his marriage any estate or interest whether vested or contingent, in possession or remainder, and not being money or property of or in right of his wife. These covenants or contracts are, in the event of the maker becoming bankrupt before the property or money has been actually paid or transferred pursuant thereto, to be void against the trustee in bankruptcy. But covenants by a husband to settle the after-acquired property of his wife, and covenants to settle property which vests in the husband by virtue of the marriage or belongs to him at the time of the marriage are not within the scope of the section. Nor must it be lost sight of that the section does not apply to the common case of a covenant or contract in an ante-nuptial settlement by the father or mother of the intended wife or husband to pay a sum of money or transfer property to the trustees of the settlement, to be held by them upon the trusts thereof. A trader may, therefore, on the marriage of his daughter, covenant in her ante-nuptial settlement to pay a sum of money to the trustees, and in the event of his bankruptcy before payment, the covenant will not be void, and the trustees will be entitled to come in and prove as creditors under the bankruptcy. In fact the only covenants or contracts to which the section applies are those for a future settlement upon the wife or children of the settlor of property which does not belong to him at the time of his marriage, and comes to him afterwards, but not in his marital right.

RECENT DECISIONS.

EQUITY.

PRACTICE—REVIVOR AGAINST INFANTS COMING INTO ESSE DURING PROGRESS OF SUIT.

Auster v. *Haines*, L.C., 17 W. R. 900; *Countess of Egremont* v. *Thompson*, L.C., *ib.*

The 52nd section of 15 & 16 Vict. c. 86, was intended to render unnecessary the expense of a bill of revivor or supplemental bill in case of a suit "becoming abated by death, marriage, or otherwise, or defective by reason of some change or transmission of liability." The process substituted is an order of course to revive, after which all parties who would otherwise have become parties to a bill of revivor or supplemental bill, become parties to the original suit, and are bound by the proceedings therein, provided that such persons may object within twelve days of service on them of the order, and that where such persons are under disability the order is to be of no effect until a guardian *ad litem* has been appointed. The cases of *Pickford* v. *Brown* (1 K. & J. 643), *Fullerton* v. *Martin* (1 Dr. 238), *Jebb* v. *Tugwell* (20 Beav. 461); *Cresswell* v. *Bateman* (6 W. R. 220), and several others (See Morgan, Ch. Acts and Orders, 4th ed. 213,) show that the Chancery judges have considered themselves able to allow the short cut under the above section, in cases where infants interested have come into *esse* during the proceedings; but the cases in which the judges have felt themselves so empowered to act under the section seem to have been all cases in which nothing had been done since the infants came into *esse*. At any rate that appears to be the distinction now made as to the case of infants. In *Capps* v. *Capps* (L. R. 4 Ch. 1, 17 W. R. Ch. Dig. 137), an order for sale of realty had been made in an administration suit, and it was afterwards discovered that the heir-at-law of the testator in the suit was dead, having left two infants his own heirs. The Master of the Rolls did not feel able to make the supplemental order under the section in this case, and his refusal was confirmed by Lord Cairns. In the principal case of *Auster* v. *Haines*, after an administration decree had been made, a married woman, not party to the suit, but who had leave to attend the proceedings by her guardian, gave birth to two infants, and further proceedings were taken in the suit before this was discovered by the parties. Stuart, V.C., inclined to think that the case was within the meaning of the section, and repeated the decision in *Capps* v. *Capps* (*ubi sup.*); he declined, however, to make any order, and Lord Hatherley, on the matter being taken before him, said he could not depart from *Capps* v. *Capps*. But in the other principal case of *Countess of Egremont* v. *Thompson*, which was before Lord Hatherley simultaneously with *Auster* v. *Haines*, no proceedings had been taken in the suit since the birth of the infant. Lord Hatherley considered that in this case he might make the order, adding that such a case was rather within *Lloyd* v. *Johnes* (9 Ves. 59, 60) than *Capps* v. *Capps*. The distinction thus seems to be (though it certainly appears to be a distinction without a difference) that where no proceedings have been taken since the infant's birth, the Court will make the order; if, however, proceedings should have been taken, a bill will be necessary.

REVIEWS.

Supplement to the Third Edition of Powell's Law of Evidence, containing alterations of the Law of Evidence effected by the Evidence Further Amendment Act, 1869, *the Documentary Evidence Act*, 1868, *the Bankruptcy Act*, 1869, *and the Habitual Criminals Act*, 1869, *together with the leading Cases on the Law of Evidence decided since February*, 1868. By JOHN CUTLER and EDMUND FULLER GRIFFIN, Barristers-at-Law. London: Butterworths, 1869.

We reviewed the work to which this is a supplement in April, 1868 (12 S. J. 519), and were then able to recommend it favourably to our readers. Several important statutes as to the law of evidence having been lately passed, the editors have issued them in this supplement, which we think will be found useful to practitioners. A short introductory chapter draws attention to the principal alterations effected by the statutes; then come short notes of cases recently decided, with references to the page of the original work at which the notes ought to be inserted, and then the Acts. The notes are the least satisfactory part; but as the recent cases on the subject are neither numerous nor very important, this is not of much consequence. Thus, a reference is given to *Ryder* v. *Wombwell* (38 L. J. Ex. 8), as a decision of the Court of Exchequer on evidence of necessaries. That reference is really to the report of the decision of the Exchequer Chamber reversing the Exchequer, and should have been so stated, as everyone who knew that the decision in the Exchequer had been reversed, would probably instead of referring to the place cited, search subsequent volumes in vain for the decision of the Exchequer Chamber. Again, *Bauman* v. *James* (L. R. 3 Ch. 508) is quoted as deciding something much more extensive than it really did, and as quoted appears rather a startling case. It is, however, as a handy print of the Acts that this supplement will be useful, and the inaccuracies in the notes will doubtless be amended before they are incorporated with the next edition of the whole work.

By the death of Mr. C. F. Rothery, the office of Assistant Justice and Judge of Common Pleas in the Bahama Islands has become vacant. The appointment is worth £650 per annum.

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COURTS.

COURT OF CHANCERY.

(Before Lord Justice Giffard.)

Nov. 20.—*Ex parte Lublin, Re Lublin.*

This was an appeal from an order made by one of the registrars of the Liverpool Court of Bankruptcy upon a trader-debtor summons

Yate Lee was for the appellant.

De Gex, Q.C., for the respondents, took the preliminary objection that the appeal had not been brought within the twenty-one days limited by the statute.

Yate Lee contended that, as the appeal was by motion, the time when notice of motion was given was what was material, and not the entry of the appeal. He relied upon *Re Redfern*, 11 Jur. N. S. 311.

De Gex, Q.C., said that the report of that case in 13 W. R. 667, was different, and showed that what was done was by consent.

Lord Justice Giffard said that there must be some mistake in the report in the *Jurist*, for so to decide would be to repeal section 12 of the Act of 1849, and to say that it had no application to appeals now they were made by way of motion. The appeal must be dismissed.

COURT OF EXCHEQUER.

Nov. 25.—Master George Pollock read in open court the following rules, which have been passed for the practical working of the Debtors' Act, 1869, and which Act, together with the rules, are to come into operation on the 1st of January, 1870 :—

"In pursuance of the Common Law Procedure Act, 1857, and the Debtors' Act, 1869, it is ordered that, on and after the first day of January, 1870, the following rules shall be in force for regulating the practice under and carrying into effect the first part of the said Debtors' Act, 1870 :—

"1. All applications to commit to prison, under section 5, shall in the first instance be made by summons before a judge, which shall specify the date and other particulars of the judgment or order, for non-payment of which the application is made, together with the amount due, and be endorsed with the particulars required by rule 73 of Hilary Term, 1853.

"2. The service of summons whenever it shall be practicable shall be personal, but if it appear to the judge that reasonable efforts have been made to effect personal service, and either that the summons has come to the knowledge of the debtor, or that he wilfully evades service, an order may be made as if personal service had been effected upon such terms as to the judge may seem fit.

"3. Proof of the means of the debtor shall, whenever practicable, be given by affidavit, but if it appear to the judge either before or at the hearing that a *viva voce* examination either of the debtor or of any other person or the production of any document is necessary or expedient, an order may be made commanding the attendance of any such person before the judge at a time and place to be therein mentioned, for the purpose of being examined on oath touching the matter in question and for the production of any such document, subject to such terms and conditions as to the judge may seem fit. The disobedience to any such order shall be deemed a contempt of Court and punishable accordingly.

"4. The order of committal (which may be in form A in the schedule, or to the like effect) shall before delivery to the sheriff be endorsed with the particulars required by rule 73 of Hilary Term, 1853. Concurrent orders may be issued for execution in different counties. The sheriff and officers shall be entitled to the same fees in respect thereof as are now payable upon a *capias satisfaciendum*.

"5. Upon payment of the sum or sums mentioned in the order (including the sheriff's fees in like manner as upon a *ca. sa.*) the debtor shall be entitled to a certificate in form B in the schedule, or to the like effect, signed by the attorney in the cause, or signed by the creditor and attested by an attorney on his behalf.

"6. Orders to arrest under the 6th section (which may be in the form of C in the schedule, or to the like effect) shall be made upon an affidavit separate, but the defendant shall be at liberty at any time after the arrest to apply to rescind or vary the order, or to be discharged from custody, or for such other relief as may be just. Such orders shall, before delivery to the sheriff, be endorsed with the particulars required by rule 73 of Hilary Term, 1853. Concurrent orders may be issued for arrest in different counties. The sheriff and officer shall be entitled to the same fees in respect thereof as are now payable on a *capias*.

"7. The security to be given by the defendant may be a deposit in court of the amount mentioned in the order, or a bond to the plaintiff by the defendant and two sufficient sureties (or with leave of a judge more than two), or with the plaintiff's consent any other form of security. The plaintiff may, within four days after receiving particulars of the names and addresses of the proposed sureties, and the form of the proposed bond, give notice that he objects thereto, stating therein in what particulars, and in case of his so doing the sufficiency of the security shall be determined by the Master, who shall have the power to award the costs of such reference to either party. It shall be the plaintiff's duty to obtain an appointment for that purpose, and unless he does so within four days of giving notice of objection, the security shall be deemed sufficient.

"8. The money deposited and the security, and all proceedings thereon, shall be subject to the order and the control of the court or a judge.

"9. Unless otherwise ordered, the costs of and consequent on an order to arrest shall be costs of the cause.

"10. Upon payment into court of the amount mentioned in the order, a receipt shall be given by the proper officer, and upon receiving the bond or other security, a certificate to that effect shall be given, signed or attested by the plaintiff's attorney, and the delivery of such receipt or certificate to the sheriff shall entitle the defendant to be discharged out of custody.

"11. The sheriff or other officer named either in an order of committal or an order to arrest under the 6th section shall within two days after the arrest endorse on the order the true date of such arrest.

"A. E. Cockburn.
"William Bovill.
"Fitzroy Kelly."

COMMON LAW JUDGES' CHAMBERS.

Nov. 22.—*Cox* v. *Williams.*

This was an application on the part of the plaintiff, an executrix, to review Master Bennett's taxation of costs.

Mr. Neal (Neal and Philpott) appeared for the defendant.

Mr. Coote, for the plaintiff, declared that the master's taxation was "unfair."

Willes, J., said after an allegation of misconduct he would not hear the application, and it must go before the Court.

Mr. Coote said he meant unfairness in the taxation.

His Lordship must decline to hear the case. A charge of misconduct must be heard in public court.

Mr. Coote.—Would his Lordship allow him to show the circumstances under which he thought the taxation unfair?

His Lordship referred him to the Court. He had ridden a very high horse, and must go to the Court.

ADMIRALTY COURT.

(Before Sir R. Phillimore.)

Nov. 23.—*The Hickman : Judgment.*

The County Court Admiralty Jurisdiction Act.

This was an action for salvage services, and a tender was made of a sum slightly under £300, and two questions were for the judgment of the Court—whether, as the tender was accepted as sufficient, and the plaintiff had recovered a sum which he might have obtained under the County Court Admiralty Jurisdiction Act, and was therefore not entitled to costs without a certificate, that the cause was proper to be tried in the Admiralty Court, the Court should grant a certificate; and the second question was as to the manner in which the tender was made, leaving the question as to the costs to the Court.

His Lordship allowed the plaintiff his costs, although he might have recovered in the county court, there having been questions of difficulty in the case, and the amount recovered having been only just within the jurisdiction of the County Court; and laid it down that in future a tender should state expressly whether it included costs, or whethre the question of costs was left to the Court.

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COURT OF BANKRUPTCY.

(Before Mr. Commissioner BACON.)

Nov. 24.—*Re Balladur.*

In this case the bankrupt applied for an order of discharge.

Finlay Knight supported; the bankrupt was not opposed, Some time after the case had been disposed of a solicitor attended, and asked that it might be mentioned again. He said that the matter had been called on out of its turn.

Mr. Commissioner BACON.—I will not allow you to say that it was called out of its turn.

The solicitor said it stood last of the 11 o'clock cases on the list at the door of the Court, and his clients, who had come up from the country to oppose, were waiting outside for the name to be called. It was a very gross case, and the bankrupt knew that he would be opposed. He was prepared to show that the accounts were insufficient.

Mr. Commissioner BACON.—I agree with you that it is a very gross case when a solicitor who ought to be in attendance in court to watch his case loiters outside, and allows it to be called in his absence. The matter has been disposed of through your mere neglect. I have no power, and, if I had, I have not the slightest inclination, to call it again.

BANKRUPTCY COURT, BIRMINGHAM.

(Before Mr. Commissioner SANDERS.)

Nov 19.—*Re W. C. Maltby, Stourbridge, Solicitor.*

Mr. C. B. Hodgson appeared for the assignee, and Mr. Griffin for the bankrupt. On Friday, the 12th inst., the bankrupt, being examined, gave the following evidence:—"I never kept any books.—Upon your solemn oath, you say you never kept any books? I do.—Never? No.—Never kept books since you entered into business? No.—That you swear? I swear it." He afterwards said: "We kept a cash-book.—Q. Oh, you don't call that keeping books? A. I never noticed it: I did not believe in it.—Q. Did the clerks keep any? A. None except the cash-book."

Mr. Hodgson now produced Mr. Prince, who was formerly the bankrupt's managing clerk at Dudley. He also produced about a dozen account books—diary, day book, ledger, bill book, letter book, bankruptcy book, &c. Mr. Prince swore that these books were kept in the bankrupt's office in Dudley up to 1865, and that the bankrupt's own handwriting was in "several of them."

Mr. Hodgson submitted to the Court that the bankrupt had clearly committed perjury. It was shown that he kept books up to 1865, although he swore that he never kept any; and that being so, the Court would no doubt disbelieve his oath that he had not kept books since 1865. On debts of £1,608 there was a nominal deficiency of £1,322; but the real deficiency would be nearly £1,600.

Mr. Griffin said he would say nothing as to the perjury—that was not a matter to be dealt with in the Bankruptcy Court. He contended, however, that the bankrupt had not committed any offence under the Bankruptcy Act.

The COMMISSIONER said the bankrupt's character suffered most severely from the exposure, and he wished he could punish him; but the order of discharge must be granted.

Mr. Hodgson said the assignee intended to prosecute the bankrupt for perjury.

APPOINTMENTS.

Mr. FREDERICK JAMES SMITH, Barrister-at-law, of the Home Circuit, has been appointed by the Home Secretary to be the first Recorder of the Borough of Margate. Mr. Smith was called to the bar at the Middle Temple in June, 1843, and practices at the various sessions in the county of Kent, and in the West Kent local courts.

Mr. CHARLES BERKELEY MARGETTS, solicitor, of Huntingdon, has been appointed Registrar of the Huntingdon County Court, in succession to his father, Mr. Charles Margetts, who has resigned on account of ill-health. Mr. C. B. Margetts, who was certificated as a solicitor in Trinity Term, 1852, only recently succeeded his father as coroner for Huntingdon and as clerk to the Commissioners of Taxes for that borough.

Mr. GEORGE BRAXTON ALDRIDGE, solicitor, has been appointed Undersheriff of Poole, Dorsetshire, for the ensuing year. Mr. Aldridge, who was certificated as a solicitor in Trinity Term, 1861, also fills the office of Clerk of the Peace and Coroner for the borough.

Mr. FREDERICK CORBETT solicitor, has been appointed Undersheriff of the city of Worcester, for the ensuing year.

Mr. ARTHUR BURCH, solicitor, of Exeter, has been appointed Secretary to Dr. Temple, the Bishop-elect of that diocese. Mr. Burch was a few months ago nominated to succeed the late Mr. Ralph Barnes, as secretary to the late Dr. Philpotts, by whose successor he has now been re-appointed.

Mr. WILLIAM THOMAS BENSLY, LL.D., solicitor, of Norwich, has been appointed, by the Dean of Norwich, to be Chapter Clerk, in succession to the late Mr. John Kitson. Mr. Bensly, who was recently appointed secretary to the Lord Bishop of Norwich, matriculated at London University in 1852, from King's College, and graduated as B.A. in 1854; he was elected a Bachelor of Laws in 1864, and received the degree of LL.D. in 1866.

Mr. CONSTANTINE BURKE, principal of the firm of Burke, Brothers, solicitors, of Kingston, Jamaica, has been appointed Crown Solicitor to the Government of that island, in the room of Mr. A. W. Aikman, deceased.

Mr. T. W. BROGDEN, B.A., barrister-at-law, of Lincoln's-inn, and a member of the Midland Circuit, has been nominated to a Law Studentship at St. John's College, Cambridge.

Mr. EDWARD STRATHEARN GORDON, Q.C., of the Scotch Bar, has been elected to represent the Universities of Glasgow and Aberdeen in Parliament, in succession to the Right Hon. James Moncreiff, now Lord Justice Clerk. Mr. Gordon, who filled the office of Lord Advocate under Mr. Disraeli's Government, was a candidate for the representation of the united universitie at the last general election, when he was defeated by a very small majority.

Mr. GEORGE BILLER, of 14, Golden-square, Westminster, has been appointed a London Commissioner to administer oaths in the Courts of Chancery and Common Law.

Mr. EDWARD FRENCH BUTTEMER HARSTON, of 16, King-street, Cheapside, has been appointed a London Commissioner for administering oaths in the Courts of Common Law.

GENERAL CORRESPONDENCE.

SOLICITORS' ACCOUNTS.

Sir,—I ask permission to reply to the letter of your correspondent who signs himself "A Law Accountant and Costs Draftsman." I should imagine he learnt his business in Messrs. Kain & Co.'s office, judging by several allusions which are *cavcare* to the general. He speaks of what their articled pupils do. Now few outsiders would know that they took articled pupils; still fewer would have known or cared how such pupils performed their duties. Further, Mr. Kain is spoken of as a professor of statistics—whatever that may mean in his office, the title is elsewhere unknown; still further, the writer uses with quotation marks the word "boldly." Now unless this word be a cant phrase in the office its use is ridiculous. There are other words quoted which may also be be cant phrases, otherwise their use is silly. And thus again the writer's bitterness of tone may be accounted for in a measure, by the propensity some have of endeavouring to kick down the ladder by which they have risen. The writer, who thus appears to know so much about Mr. Kain's office, ought to have known that he is the author of *three* systems, not one only, as implied. In one of these, at least, there ought to be no difficulty, as that contains only *one* column on each side of the cash book (or cash journal, as Mr. Kain appropriately calls it). Another plan contains *two* columns on each side, while the third has *three* columns or more. It is the latter, I suppose, to which the writer refers in such silly and exaggerated terms. I have had the triple column system (so called) in use in my office for many years. I found it easy of acquirement and simple to understand, and most certainly I have derived great benefit from its adoption, being able, at any time, with little difficulty, to know how I stand with myself, my business, and my clients, both individually and collectively. The firm of law accountants of which Mr. Kain is the senior partner is too well known to require adventitious aid, and it may be that their letter, which has so roused the bile of

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their anonymous opponent in business, was looked upon by him as a puff. For my own part, I confess, it would be better for them in future to avoid writing on subjects necessitating a reference to their systems of book-keeping, which, having been so long before the profession, are sufficiently well known to stand on their own merits. They will thus escape the attacks of "rival" "Law Accountants and Costs Draftsmen."

A SOLICITOR.

Liverpool, Nov. 23, 1869.

THE LAW OF DISTRESS FOR RENT.

Sir,—I think you have slightly misapprehended some portions of my letter of last week in the *Journal* on this subject. You ascribe to me the opinion that "the present law of distress should be abolished, and the landlord left to his action;" if you will turn to the commencement of my letter you will find that what I said was that "occasionally cases happen which show that he is really worse off than he would be if left to the ordinary remedy of an action."

If you will refer to my last paragraph you will see that I do not propose to abolish the landlord's right to distrain, but to hedge it round with restrictions such as would render it extremely difficult if not next to impossible for a fictitious claimant to property to assert his claim by what I cannot help considering the clumsy expedient (for such a purpose) of a distress warrant as the law now stands. My proposition then is that when a landlord finds it necessary to enforce payment of his rent by legal process he should go through some such form as this. He should apply to a police court or a county court, either by himself or his duly authorised agent or brokers, that he should exhibit his warrant of distress and deposit with the court an affidavit that he is the landlord in actual possession of the premises upon which he seeks to distrain, and stating the amount of rent due and the term for which it is due. Thereupon the magistrate or judge or registrar should countersign the warrant and order the seal of the court to be affixed, when the document should have all the force of the present distress warrant which is issued on the mere motion of the landlord alone. One of the effects of this would be that a false claimant would, before he could distrain, have to commit perjury in an affidavit, and thus render himself liable to four years' penal servitude, or he would have to forge the seal of the court and the name of the official signing the warrant, for which offences he would be liable to similar punishment. The landlord would be in little fear of false claimants in the face of such penalties, and even a claimant with a doubtful or good claim would prefer to test it by an action rather than run such risks; the tenant who is now made a sort of buffer between the contending parties—a *corpus vile*, over whose prostrate form the battle is fought out always to his disadvantage, would be no party to a struggle in which he ought to have no interest, but in which he is generally the chief sufferer whoever wins.

One word as to the rarity of fictitious claims, and the difficulty of getting brokers to undertake to enforce them. The Government Returns, as far as I know, do not give the figures relating to replevins, but I have *data* before me which will afford some clue to the facts. My *data* refer to about one-fourth of London, and include a period of about twelve years down to the present date, and I find that we have about ten replevin warrants per annum, or forty for the whole of the metropolis—that is, assuming that the south of London is about the same as other portions in this respect. And supposing again, that the rest of England and Wales are similar to that of London we have in round numbers about 240 replevin warrants per annum. Following out this process of applying my particular *data* to the general case—a process doubtless fatal to some calculations but tolerably trustworthy in this—I find that the claimants are almost invariably found to be wrong when the cases are tried. Probably five per cent. substantiate their claims, and the rest are shams. It thus follows that considerably over 200 tenants are distrained on annually by persons to whom the tenants are under no legal obligation whatever to pay rent, and over 200 landlords are harrassed by claims which turn out to be purely fictitious. It is no doubt true that these cases are considerably less than they would be if brokers had no fear of actions for trespass before their eyes, but there are brokers to be found (I write with no disrespect to the great body of them) who have no more fear of actions-at-law than they have scruples of conscience. This is sufficiently proved by the fact—I think I may assume it as a fact—that brokers are found to execute every year more than 200 doubtful and sham warrants of distress. Thus you see that what you speak of as something that only "*might* be," is occurring about four times a week.

I do not deny the possibility of *any* process of law being imitated or forged, but, after a tolerably long experience, I have never heard of a county court or a police court, or, indeed, a warrant of any court being forged. The difficulty and danger, as well as the expense, are too great, and I am strongly impressed wfth the opinion that if the warrant of distress for rent were required to be in some such official form as I have suggested, the 200 false claims to property per annum would nearly, if not entirely, cease to be made.

Nov. 24. H. R.

P.S.—As a matter of information, I may add that in the case I described in my former letter the old woman and her two brokers have been committed by the Lambeth Police Court for trial at the ensuing Surrey Sessions. The magistrate at first refused to entertain the case at all, and referred the landlord to the county court, telling him he must replevy. On the uselessness of that process in such a case being pointed out to him he allowed summonses to issue, and ultimately committed all three for trial, accepting, however, their own bail. It seems strange that a case of so much public importance should have found no place in the general newspapers.—H. R.

IMPORTANT TO FRIENDLY SOCIETIES.

Sir,—A paragraph has been going the round of the papers, headed as above, to the effect that the Registrar of Friendly Societies in England lately told a deputation representing various benefit societies, that a lunatic member could not claim sick pay, on the ground of illness. In support of this dictum he is said to have cited *R.* v. *Manchester*, and *R.* v. *Huddersfield*. The first of these is reported 6 E. & B. 919, 5 W. R. 20; 2 Jur. N. S. 1205; the second I have been unable to discover, at least, I have not found any case of that name in any way bearing on the point. *R.* v. *Manchester* turned upon the question whether lunacy was "sickness" within the 9 & 10 Vict. c. 66, s. 4, so as to render a pauper irremovable; and it was held that it was not. But it seems to me that this case did not decide broadly that lunacy was not sickness in contemplation of law, but merely that it was not sickness within the meaning of the particular statute in question. Surely, upon every principle of justice, lunacy ought to be considered as sickness sufficient to entitle the patient to sick pay. The registrar, however, thinks differently, and says that the officers of any society paying money in such a case, would be guilty of a misappropriation of the funds, and would be liable to be prosecuted for doing so. Will some of your readers give their opinion on this question?

Nov. 23rd, 1869. H. F. A. D.

[The second case referred to is *Reg.* v. *Huddersfield*, 5 W. R. 629, in which it was decided that lunacy is not a temporary sickness within the meaning of the above statute. ED. S. J.]

IRELAND.

(*From our own Correspondent.*)

DUBLIN, Thursday, Nov. 25.

Term ends this day, and nothing of importance has occurred in our legal circles. The Mastership of the Rolls is still vacant; the business of that court is practically at a standstill, and will now, in all probability, continue so until the beginning of next term. It seems to have been for some time back taken for granted that the appointment will be accepted by the Attorney-General, the Right Honourable Edward Sullivan, M.P. for Mallow Borough, and it is understood that the delay in making the appointment is owing to political exigencies requiring him to continue for some time longer at his post of chief law officer of the Government. His appointment will give very general satisfaction. At our Chancery bar he had for several years occupied a prominent place, until called away by his Parliamentary duties; and for many years before he had occupied a leading position upon the Munster Circuit at the outer, and subsequently at the inner, bar. He will doubtless carry with him to the bench that untiring industry and lawyerlike spirit which

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have so long characterised him, and prove a worthy successor of him whose untimely death we all deplore.

In the event of the Attorney-General's elevation to the bench, it is thought that as the present Solicitor-General, who will take his place, is without a seat in the House, some one of our legal M.P.'s must be appointed Solicitor-General. Rumour is rife, but Mr. Serjeant Dowse, M.P. for Derry, and David Sherlock, Q.C., M.P. for the King's County are unquestionably the favourites.

The City of Dublin Election Commissioners, Hugh Law, Q.C., chairman, Edward Tandy, Q.C., and Mr. William O'Connor Morris, are to hold their first setting on the 29th inst.

During the last ten days, the Courts of Queen's Bench, Common Pleas, and Exchequer were respectively engaged for some time in disposing of a series of motions of a somewhat novel character. Upon one day a number amounting in all, to fifteen writs of summons and plaint were issued out of our three law courts at the suit of a person named Bramble, against Major Knox, the proprietor of the *Irish Times*, for the recovery of fifteen penalties of £50 created by a recent Act, for the publication in his newspaper of advertisements offering rewards for the recovery of missing property, and guaranteeing that no questions should be asked of the person restoring the articles in question. For instance—£5 reward.—Lost, coming out of the Rotundo last Tuesday night 12th, a gold watch and chain. If left at Mr. M. Dowell's, 2, Henry-street, the above reward will be given and no questions asked."

Each of these writs was not only issued on one day, but was at the suit of the same person, was signed by the same attorney and counsel, and, for all that appeared to the contrary, the whole fifteen causes of action might have been included in one writ of summons and plaint in pursuance of the Common Law Procedure Amendment (Ireland) Act, 1852. Two writs had been issued in the Court of Queen's Bench, six in the Court of Common Pleas, and five in the Court of Exchequer. Counsel for the defendant, Major Knox, therefore moved each of the three Courts to consolidate the actions brought in each respectively. The motions were substantially granted in all three Courts, the orders varying merely as to the form of the order; and in the Common Pleas and Exchequer, the Courts marked their sense of the oppressive character of the proceedings by giving the costs of the motion against the plaintiff.

OBITUARY.

MR. JUSTICE HAYES.

It is with extreme regret that we record the death of Mr. Justice Hayes, who expired on Wednesday night. On Friday Sir G. Hayes was in court, and apparently in his usual health. He heard a summons in his private room, and was leaving for his home at Esher when he was seized with what at first was supposed to be paralysis or apoplexy. He scarcely rallied at all and died at Westminster Palace Hotel, to which he had been removed after the seizure. Sir G. Hayes was educated at Highgate and the Roman Catholic College at Ware, Herts. He was called to the Bar at the Middle Temple in 1830, received the coif in 1856, and in 1860 was granted a patent of precedence to rank next after Mr. A. J. Stephens, Q.C. Not long after this he became Recorder of Leicester. He was the leader of the old Midland Circuit, but under the re-arranged circuit gave way to Mr. Overend, Q.C. When three new Common Law Judges were appointed, under the Parliamentary Elections Act, 1868, Serjeant Hayes became a Justice of the Queen's Bench. It is not too much to say that no judicial appointment ever gave more general satisfaction. Serjeant Hayes was the most genial and popular of men, both on his circuit and off it. In addition to this he was a scholar and a sound lawyer. As a humorist he had few equals. To describe him as an habitual joker would be an utter inaccuracy; his wit was of the character indicated in Mr. Henry Taylor's assertion that a truly humorous mind is always a grave one,—an assertion, indeed, which amounts to a truism. The late judge never took any active part in politics. He married in 1839 a Miss Hale, of Leicester, by whom he leaves a family of four sons and a daughter. The cause of his death proved to be the rupture of a blood-vessel in the brain.

MR. C. F. ROTHERY.

We have to announce the death of Mr. Charles Frederick Rothery, Assistant-Judge and Acting Chief Justice of the Bahama Islands, which took place at Nassau on the 19th of October, of yellow fever. In January, 1847, he was appointed a Commissioner in the Mixed British and Portuguese Slave Trade Commission established at Boa Vista, in the Cape de Verd Islands, under the provisions of the treaty signed at Lisbon in July, 1842. When the office was abolished in January, 1852, Mr. Rothery obtained a compensation allowance from the Foreign Office; but a few years ago he was nominated by the Colonial Office authorities to be Assistant-Justice and Judge of Common Pleas in the Bahama Islands, and has lately been acting as Chief Justice during the absence of Mr. Doyle.

MR. HENRY PRITCHARD, JUN.

The death of Mr. Henry Pritchard, jun., barrister-at-law, of Trescawen, Co. Anglesey, took place on the 13th November, after a long and painful illness, at the early age of thirty-two years. The deceased gentleman was the eldest son and heir of Mr. Henry Pritchard, of Trescawen, a magistrate, and deputy-lieutenant of Anglesey, by Martha, daughter of J. Moulsdale, Esq., of Bryndyfryn. He was born in 1838, and received his education at Oriel College, Oxford, where he graduated M.A. in 1860. He was called to the Bar at Lincoln's Inn in November, 1865, but does not seem to have practised.

MR. ROWLAND PRICE.

This gentleman, a solicitor, of Stourbridge, Worcestershire, died suddenly on the 15th November, of heart-disease. Mr. Price took out his certificate as a solicitor in Trinity Term, 1836, and was a member of the Incorporated Law Society. He occupied a high position in Stourbridge as a public man; he took the initiatory step in obtaining the new Town Act, under which that place is governed, and it was a proposition of his to go to Parliament for an Act to govern the greater part of the parish of Kingswinford that led the neighbouring parishes of Quarry-bank and Brierley-hill to adopt the Local Government Act of 1858. Mr. Price was a Conservative registration agent for West Staffordshire.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The Fusion of Law and Equity.*

It would be difficult to say anything *new* on the subject of the fusion of law and equity. And as the Judicature Commissioners have reported in favour of such fusion, it is hardly necessary to enforce it by argument. Nevertheless, now that the whole subject has been brought into a focus, it may be useful to bring together the valuable matter which has been collected, and to reduce it into small and readable compass. In doing this, I propose to avail myself of much printed matter; but this, except some extracts from the Commissioners' report, will be new to most of those now present.

The Incorporated Law Society and the Metropolitan and Provincial Law Association took a leading part in bringing facts and arguments before the Commissioners. Each society selected members of its governing body, who joined together as an associated committee, presided over by Mr. Frere as President of the Incorporated Law Society. This committee invited written and oral communications from its members, and these, when received, formed a basis for the consideration subsequently given to the subject. The associated committee ultimately came to a series of resolutions suggesting the continuance of the existing system of courts, with improvements to assimilate and harmonize them by degrees, and they compiled tables showing the points of difference between the procedure of various courts. I may be permitted to express my regret that I was not enabled, at an earlier period, to bring before the associated committee a series of proposed resolutions, with reasons, enforcing the fusion of law and equity, which were culled from the com-

* A paper read at the Metropolitan and Provincial Law Association meeting on the 19th ult., by Mr. J. M. Clabon.

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munications which have been mentioned, and, as I think, expressed the views of a considerable majority of those who made them. From the favourable opinions which were expressed as to my resolutions when they were brought forward, I may venture to say that, at least, they would have raised interesting discussions. But the associated committee had already adopted the leading principles of the resolutions ultimately passed; and I was too late. I sent my proposed resolutions to the Commissioners, with the assent of the associated committee, and I trust I shall not be deemed guilty of egotism when I say that the main points of my proposed resolutions and of the report of the Commissioners are much alike.

In the communication which I originally made to the associated committee the origin of the double system of law and equity was stated as follows :—

Blackstone tells us that the distinction between law and equity, as administered in different courts, was not known, nor seemed ever to have been known, in any other country than our own. He adds, that the difference of one from the other, when administered by the same tribunals, was familiar to the Romans, the Jus Prætorium, or discretion of the Prætor, being distinct from the Leges, or standing laws; but the power of both centered in one and the same magistrate, who was equally intrusted to pronounce the rule of law, and to apply it to particular cases by the principles of equity (Comm. III. 50).

In England Courts of Equity seem to have had their origin in the strictness with which the Courts of Law confined themselves to the king's original writs, or forms of procedure, occasioning harsh and imperfect judgments. The injured suitor thereupon applied to the king for redress, and the king referred it to his Chancellor to devise a new writ, or mode of procedure, to meet the equity of the case. After a time, the separate jurisdiction of the Chancery, as a Court of Equity, began to be established, and the invention by ecclesiastics (desirous of legitimating conveyances of land for the benefit of their order, by way of use or trust) of the writ of subpœna, which compelled the examination on oath of the defendant, gave to the Chancellor a new and peculiar power. The assistance of this power naturally attracted all those cases in which the private knowledge of the defendant rendered his examination on oath desirable. Thus were brought to the Chancellor's court cases of trust, discovery, and fraud. By-and-bye the forms of the court gave facilities for inquiring into matters of account, of partnership, of administering the estates of deceased persons, and other like matters, in which the masters of the court, meeting the parties familiarly in their chambers, were enabled to make enquiries into matters of detail, on which they reported, thereby enabling the judge to give the necessary directions.

The Courts of Equity, thus established, formed a system of procedure for themselves, different from that of the Courts of Law. I cannot find any peculiar merit in this system to require its perpetuation as a separate system. Resulting from the narrow forms and strict rules of the Courts of Law, and from the greed of churchmen, our Courts of Equity served their purpose in our earlier history. In time the reasons which led to their separate formation ceased; while they themselves remained. It cannot be denied that their peculiar mode of procedure has since been productive of benefit to the suitor, but it is a benefit which can be administered by one court acting as an amalgamated Court of Law and Equity. The existence of two sets of courts, with different systems, must be an inconvenience and an evil.

My paper then proceeded to describe the course of modern legislation in attempting to give remedies to suitors without driving them from one court to another; but the report of the Commissioners contains a better description than mine, and I therefore quote from thence in preference :—

"The evils of this double system of judicature, and the confusion and conflict of jurisdiction to which it has led, have been long known and acknowledged.

"The subject engaged the attention of the Commissioners appointed in 1851 to inquire into the constitution of the Court of Chancery. Those learned Commissioners, after pointing out some of the defects in the administration of justice arising out of the conflicting systems of procedure and modes of redress adopted by the Courts of Common Law and Equity respectively, state their opinion that 'a practical and effectual remedy for many of the evils in question may be found in such a transfer or blending of jurisdiction, coupled with such other practical amendments, as will render each court competent to administer complete justice in the cases which fall under its cognisance.'

"In like manner the Commissioners appointed in 1850 to inquire into the constitution of the Common Law Courts make, in their second report, a very similar recommendation. They report that 'it appeared to them that the Courts of Common Law, to be able satisfactorily to administer justice, ought to possess in all matters within their jurisdiction the power to give all the redress necessary to protect and vindicate common law rights, and to prevent wrongs, whether existing or likely to happen unless prevented'; and further that 'a consolidation of all the elements of a complete remedy in the same court was obviously desirable, not to say imperatively necessary, to the establishment of a consistent and rational system of procedure.'

"In consequence of these reports several Acts of Parliament have been passed for the purpose of carrying out to a limited extent the recommendations of the Commissioners.

"By virtue of these Acts the Court of Chancery is now, not only empowered, but bound to decide for itself all questions of common law, without having recourse, as formerly, to the aid of a Common Law Court, whether such questions arise incidentally in the course of the suit, or constitute the foundation of a suit, in which a more effectual remedy is sought for the violation of a common law right, or a better protection against its violation than can be had at common law. The Court is further empowered to take evidence orally in open court, and in certain cases to award damages for breaches of contract or wrongs as at common law; and trial by jury—the great distinctive feature of the common law—has recently, for the first time, been introduced into the Court of Chancery.

"On the other hand, the Courts of Common Law are now authorised to compel discovery in all cases in which a Court of Equity would have enforced it in a suit instituted for the purpose. A limited power has been conferred on Courts of Common Law to grant injunctions, and to allow equitable defences to be pleaded, and in certain cases to grant relief from forfeitures. These changes, however, fall far short of the recommendations of the Common Law Commissioners, who in their final report expressed the opinion, that power should be conferred on the Common Law Courts 'to give, in respect of rights there recognised, all the protection and redress which at present can be obtained in any jurisdiction.'

"The alterations to which we have referred have no doubt introduced considerable improvements into the procedure both of the Common Law and Equity Courts; but, after a careful consideration of the subject, and judging now with the advantage of many years' experience of the practical working of the systems actually in force, we are of opinion that 'the transfer or blending of jurisdiction" attempted to be carried out by recent Acts of Parliament, even if it had been adopted to the full extent recommended by the Commissioners, is not a sufficient or adequate remedy for the evils complained of, and would at best have mitigated but not removed the most prominent of those evils.

"The authority now possessed by the Court of Chancery to decide for itself all questions of common law has no doubt worked beneficially. But the mode of taking evidence orally before an examiner, instead of before the judge who has to decide the case, has justly caused much dissatisfaction; and trial by jury,—whether from the reluctance of the judge or of the counsel to adopt such an innovation, or from the complexity of the issues generally involved in the suit, or because the proceedings in chancery do not give rise to so many conflicts of evidence as proceedings in other courts,—has been attempted in comparatively few cases.

"In the Common Law Courts the power to compel discovery has been extensively used, and has proved most salutary; but the jurisdiction conferred on those courts to grant injunctions and to allow equitable defences to be pleaded has been so limited and restricted,—the former extending only to cases where there has been an actual violation of the right, and the latter being confined to those equitable defences where the Court of Chancery would have granted a perpetual and unconditional injunction,—that these remedies have not been of much practical use at common law, and suitors have consequently been obliged to resort to the Court of Chancery, as before, for the purpose of obtaining a complete remedy.

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"Much therefore of the old mischief still remains, notwithstanding the changes which have been introduced; and the Court of Chancery necessarily continues to exercise the jurisdiction of restraining actions at law on equitable grounds, and even claims to exercise that jurisdiction in cases where an equitable defence might be properly pleaded at common law.

"It may be further observed, in illustration of the evils of the double procedure, that whenever a new class of business arises, such as the litigation arising out of railway and other joint-stock companies, proceedings, frequently of an experimental character, are commenced both at law and in equity by different suitors, leading to the inconvenience of protracted litigation, and the danger of conflicting judgments. We may refer to the litigation lately pending between the sellers of railway shares and the jobbers on the Stock Exchange, by which the sellers sought to obtain an indemnity from the jobbers against calls. The litigation began in a Court of Common Law. A suit in equity soon followed, by a different plaintiff against the same defendants, both suits asking for similar redress. The Court of Common Law decided in favour of the plaintiff. The Court of Equity shortly after delivered judgment to the same effect. The defendants appealed in both suits; in the one case to the Exchequer Chamber, in the other to the Court of Appeal in Chancery. Both appeals were pending at the same time, but there was no official machinery by which the Judges of Appeal in Chancery and the Court of Exchequer Chamber could enter into communication with the view of arriving at a common result. The Court of Exchequer Chamber reversed the judgment of the Court below; the Court of Appeal in Chancery, acting independently of the Court of Exchequer Chamber, arrived at the same conclusion, and about the same time delivered its judgment, reversing the decision of the Vice-Chancellor. The defendants were thus subjected to litigation (at the instance, no doubt, of different parties), carried on at the same time in different courts, and exposed to the risk of conflicting decisions, those courts operating under different forms of procedure, and being controlled by different Courts of Appeal.

"The litigation arising out of joint-stock companies has constituted a very large proportion of the business which has engaged the attention of Courts of Law and Equity for some years. Directors of joint-stock companies fill the double character of agents and trustees for the companies and shareholders; and the effect of their acts and representations has frequently been brought into question in both jurisdictions, and sometimes with opposite results. The expense thus needlessly incurred has been so great, and the perplexity thereby occasioned in the conduct of business so considerable, as to convince most persons, who have followed the development of this branch of the law, of the necessity that exists for a tribunal invested with full power of dealing with all the complicated rights and obligations springing out of such transactions, and of administering complete and appropriate relief, no matter whether the rights and obligations involved are what are called legal or equitable.

"The present state of the county courts may also be appropriately referred to, as exhibiting the strange working of a system of separate jurisdictions, even when exercised by the same court.

"The county court has jurisdiction in common law cases, up to £50 in contracts, and to £10 in torts. It has also equitable jurisdiction in certain cases when the value of the property in dispute does not exceed £500, and in at least one of such cases—namely, an administration suit, it is now competent for any county court judge to restrain the prosecution of actions brought by creditors in any of the Superior Courts of Common Law. By an Act of Parliament of last session some of the county courts have also been invested with Admiralty jurisdiction in a large class of cases where the amount in dispute does not exceed, in some cases £150 and in others £300. There is an appeal in each class of cases, within certain limits, to a Court of Common Law, to the Court of Chancery, or to the Court of Admiralty. But these jurisdictions, though conferred on the same court and the same judge, still remain (like the common law and equity sides of the old Court of Exchequer) quite distinct and separate. The judge has no power to administer in one and the same suit any combination of the different remedies which belong to his three jurisdictions, however convenient or appropriate such redress may be. That can only be accomplished, under the county court system, by three distinct suits brought in the same court and before the same judge, carried on under three different forms of procedure, and controlled by three different courts of appeal. In this case therefore, although we appear at first sight to have obtained that great desideratum, which the Common Law Commissioners call 'the consolidation of all the elements of a complete remedy in the same court,' yet, as that remedy can only be had in three separate suits, the evil is equally great."

I return to my paper for a short statement as to the existing state of things.

My conclusion then is that inconvenience still arises from the separation. Parliament, by its assimilation of the proceedings of either court to those of the other, has admitted the existence of past inconvenience, and has attempted to remedy it. In so doing it has given co-ordinate jurisdiction over similar subject matter to the two systems, which still in many things preserve their original forms. Chancery commences her proceedings with a common sense statement of facts, by bill or petition, followed by a common sense defence by answer. Common law commences by formal declaration and plea, which convey no information to any mind but a legal one. And so when Mr. Skimpin, in the action of *Bardwell* v. *Pickwick*, had proceeded to "open the case," the case appeared to have very little inside when he had opened it, he having kept such particulars as he knew completely to himself, leaving the jury, after a lapse of three minutes, in precisely the same state of advanced wisdom as they were in before. Courts of Equity having achieved the distinction of permitting the parties to state their respective cases in a plain way, which all can understand, relapse into anti-common sense, by taking evidence in the shape of an affidavit, or before an examiner, who is not to hear the cause. In the one case the witnesses but too frequently adopt what has been prepared for them by another person (to wit, the solicitor's clerk), in language not their own, and with every variety of suggestion which leading questions can offer. In the other case it is left to the judge to sift the evidence of persons whom he has never seen, without any opportunity of noticing their demeanour, without the actual question and answer, and without having before him all those minutiæ which the personal contact of judge and witness alone can give. Courts of Law, on the other hand, beginning at this point to indue principles of common sense, adopt the natural proceeding of bringing the witness in person before the very tribunal which is to sift and decide on his evidence."

It must surely be an inconvenience to have two such separate systems.

Among the reasons for fusion, as given in my proposed resolutions, epitomising the communications of the various members of the associated committee, were the following:—

There is an universal feeling that, as expressed in Mr. Ford's paper, few would wish to establish the existing distinct departments of law and equity, if called upon to form a system of jurisprudence on a *tabula rasa*; or, as expressed in Mr. Burton's paper, that, if we were now for the first time establishing a system of jurisprudence for a new country, it would never be suggested that two sets of antagonistic courts, and systems of law, and modes of procedure, should be established;

Manifold inconveniences arise from the separation of the jurisdiction of the Courts of Law and Equity, amongst which may be mentioned, as expressed in Mr. Bircham's paper;

(*a*) That the matter to be disposed of by our courts, litigant and non-litigant, is, beyond all precedent, extensive;

(*b*) That it is not unfrequently the case (even when the jurisdiction is clear) that the whole of one entire service, right, or remedy, is incapable of being obtained by application to one and the same court;

(*c*) That the separate jurisdictions of the courts, to a certain extent, conflict; that is to say, in the exercise of their respective functions, different courts give to the suitor contrary results in respect of substantially the same subject-matter;

(*d*) That there are cases in which there is real doubt as to which of the courts has jurisdiction;—

Such doubts being exemplified, in Mr. Burton's paper, by the recent cases of the holders of land whose property has been taken from them by insolvent railway companies, there being reported cases of ejectments against the com-

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pany at law which failed; and of cases in chancery which were at first equally unsuccessful;

And such inconveniences being exemplified—

By Mr. Gregory's instance of a lease, where the lessee became bankrupt, thereby forfeiting his lease, but continued to hold on, and gave notice of sale, which was in breach of a covenant in the lease—and the remedies of the lessor were: 1. An ejectment at law to recover possession; 2. A suit in chancery for an injunction to prevent the sale; with, 3. The chance, if the injunction order was upset on appeal, of an action by the bankrupt or his assignees for damage by reason of the stopping of the sale;

And, by Mr. Bromley's instances, of the necessity still existing of sometimes applying to equity for an injunction against an action at law, arising from the incapacity of the Court of Law to do complete justice in cases where a perpetual injunction would not be granted in equity; and of the incapacity of a Court of Law to grant specific performance, and also of its incapacity to give any specific judgment against a specific fund, or any other judgment (except under the Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, s. 2, and under the Common Law Procedure Act, 1854) than one for damages;

The benefits of the separation of the jurisdiction of Courts of Law and Equity are confined, as expressed in Mr. Bircham's paper, to the superiority of knowledge and experience assumed to be obtained by those who apply themselves exclusively to separate branches of our system of laws; but that such division of labour, and its attendant advantages, might be secured (as also expressed by Mr. Bircham) though the tribunals might not be separate, inasmuch as the transaction of the business of any universal court would naturally be so divided by arrangement among its members that there would be, in practice, branches of the court before which it would be found convenient, or made necessary, that business of particular classes should be conducted, and thus the peculiar aptitude of the judges and a bar to deal with such classes be preserved;

The separation of the jurisdiction of Courts of Law and Equity, as expressed in Mr. Janson's paper, generally ancillary to, but sometimes conflicting with, one another, is eminently irrational and unsatisfactory, presenting an anomaly which can only be explained by reference to the history of our law, and being, in short, an anachronism.

The Commissioners state their conclusions as follows:—

We are of opinion that the defects above adverted to cannot be completely remedied by any mere transfer or blending of jurisdiction between the courts as at present constituted; and that the first step towards meeting and surmounting the evils complained of will be the consolidation of all the Superior Courts of Law and Equity, together with the Courts of Probate, Divorce, and Admiralty, into one Court, to be called "Her Majesty's Supreme Court," in which Court shall be vested all the jurisdiction which is now exerciseable by each and all the courts so consolidated.

This consolidation would at once put an end to all conflicts of jurisdiction. No suitor could be defeated because he commenced his suit in the wrong court, and sending the suitor from equity to law or from law to equity, to begin his suit over again in order to obtain redress, will be no longer possible.

The Supreme Court thus constituted would of course be divided into as many chambers or divisions as the nature and extent or the convenient despatch of business might require.

All suits, however, should be instituted in the Supreme Court, and not in any particular chamber or division of it; and each chamber or division should possess all the jurisdiction of the Supreme Court with respect to the subject-matter of the suit, and with respect to every defence which may be made thereto, whether on legal or equitable grounds, and should be enabled to grant such relief or to apply such remedy or combination of remedies as may be appropriate or necessary in order to do complete justice between the parties in the case before the Court, or, in other words, such remedies as all the present Courts combined have now jurisdiction to administer.

"We consider it expedient, with a view to facilitate the transition from the old to the new system, and to make the proposed change at first as little inconvenient as possible, that the Courts of Chancery, Queen's Bench, Common Pleas, and Exchequer should for the present retain their distinctive titles, and should constitute so many chambers or divisions of the Supreme Court; and as regards the Courts of Admiralty, Divorce and Probate, we think it would be convenient that those courts should be consolidated, and form one chamber or division of the Supreme Court.

We further recommend that in order to prepare for any changes that may hereafter be thought expedient in the constitution of these chambers or divisions of the Supreme Court, all future judicial and other appointments therein should be made subject to the possibility of such changes.

Between the several chambers or divisions of the Supreme Court so constituted it would be necessary to make such a classification of business as might seem desirable with reference to the nature of the suits and the relief to be sought or administered therein, and the ordinary distribution of business among the different chambers or divisions should be regulated according to such classification. For the same reason which induces us to recommend the retention for the present of the distinctive titles of the different courts in their new character, as so many divisions of the Supreme Court, we think that such classification should in the first instance be made on the principle of assigning as nearly as practicable to those chambers or divisions such suits as would now be commenced in the respective courts as at present constituted; with power, however, to the Supreme Court to vary or alter this classification in such manner as may from time to time be deemed expedient.

It should further be competent for any chamber or division of the Supreme Court to order a suit to be transferred at any stage of its progress to any other chamber or division of the Court, if it appears that justice can thereby be more conveniently done in the suit; but except for the purpose of obtaining such transfer, it should not be competent for any party to object to the prosecution of any suit in the particular chamber or division in which it is being prosecuted, on the ground that it ought to have been brought or prosecuted in some other chamber or division of the Court. When such transfer has been made, the chamber or division to which the suit has been so transferred will take up the suit at the stage to which it had advanced in the first chamber, and proceed thenceforward to dispose of it in the same manner as if it had been originally commenced in the chamber or division to which it was transferred.

From the consolidation of all the present Superior Courts into one Supreme Court, it follows that all the judges of those courts will become judges of the Supreme Court; and thus every judge (with the exception of those who are to sit exclusively in the Appellate Court hereinafter recommended), though belonging to a particular division, will be competent to sit in any other division of the court whenever it may be found convenient for the administration of justice.

Time does not permit me to pursue the subject into detail. The Commissioners set forth very clearly a series of recommendations for the procedure of the amalgamated court, and I cannot find any flaw in them.

I trust that many years will not pass over us without seeing the report of the Commissioners carried into effect by Act of Parliament.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday, 23rd instant, Mr. Hepburn in the chair, the following question was discussed.—"Is it desirable that attorneys and solicitors should be remunerated on an *ad valorem* scale?" which was opened by Mr. Widdows in the negative; and the society eventually decided the question in the negative by a majority of nine to two. Six gentlemen were elected members of the society, and the number of members present was thirty-four.

THE IMPERIAL CLUB.—Under the above-named designation, a new club has started into life, and has found a place of habitation in the handsome pile of building stretching along the northern side of Cursitor-street from Chancery-lane. The objects of the club is to provide accommodation in the way of coffee and dining, reading, lunching, and billiard rooms, for members of the legal profession, and other professional men, bankers, and merchants. The provisional committee includes nearly twenty members, and about 120 gentlemen have already enrolled their names as club members. The inaugural entertainment was held on Tuesday evening in the large room of the institution, when about fifty guests assembled and partook of a *recherche* dinner. Mr. Francis Webb took the chair. Mr. J. Napier Higgins proposed the club, coupled with the name of Mr. Frederick Chifferiel, who responded on its behalf.

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LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Michaelmas Term, 1869.

Name of Candidate.	To whom Articled, Assigned, &c.
Allen, Thomas Lewis	Robt. Peckham; J. J. Merriman; Thos. Eaton; Thos. Bowker.
Aspden, Frank	William Foyster.
Atkey, Fredk. Walter, B.A.	James Richard Upton.
Atkinson, Fenton Granger	Edward Atkinson.
Barlow, Stephen Babington, B.A.	Joseph A. McLeod.
Beardsley, Wm. Frederick	Thos. F. A. Burnaby.
Bent, Frederick	Samuel Field.
Blake, Charles	Henry John Davis; George Blakey; Wm. Jas. Lloyd.
Boycott, William	Gardner & Landor.
Brabant, Wm. Frederick	Wm. H. Brabant; Frederick L. Capron.
Brown, Charles Cornish	Samuel Brown; Thomas S Parnell.
Browning, Thos. Worledge	Thomas M. Ellison; Thomas L. Bickers.
Byrne, Lovell Widdrington	Edmund Byrne.
Carlyon, Alexander Keith	Edmund Carlyon.
Clarke, John Thomas	Henry Palmer.
Cooper, Christopher Bird	Thomas Cooper.
Cooper, George Henry	Stephen B. Dixon, jun.; James Henry Street.
Cooper, John Edward	William Cooper.
Cooper, John Rayner	Thomas Harland.
Cowlard, Christopher Lethbridge	Cowlard & Kempson.
Crook, James	James Christopher Crook.
Cruttwell, Percy Wilson Daniel	Wilson Clement Cruttwell.
Damant, Fras. Wm. Sancroft	Henry James Damant.
Davies, Edward	Thomas Morgan Llewellin.
Davies, Harry Finden	William John S. Foster; John Mead.
Derry, William Main	George Marshall, jun.
Dunn, Hugh James	Hugh Dunn.
Evett, George Stuart, B.A.	Henry Raper Geo. Fowkes.
Feltham, George	Charles Cole.
Forster, Henry Langstaffe	Jonathan Langstaffe Forster.
Foster, William Joseph	William Fisher.
Fowler, John Seymour	Alexander B. Anderson.
Fox, John Henry	Wm. L. Fox; Geo. O. Lyus.
Fretson, Charles William	William Fretson.
Furley, Charles John	Robert Furley.
Gaches, Geo. Fitzroy Dean	Wm. Daniel Gaches.
Garland, Robert Devenish	Hy. T. Johns; Wm. Sandys.
Gatis, Thomas	William Dent.
Gayford, Edward	William M. Hazard; Thomas F. Simpson.
Greene, William Asbury	Alfred Rawlinson.
Greville, Arthur Edwin	John Henry Hearn.
Hague, Temple Layton	Henry Cowling; Joseph J. Leeman.
Hall, George Astell	William Jaques.
Harris, Robert Hare	Thomas Davis.
Hartland, Edwin Sidney	Henry O'Brien O'Donoghue.
Hayden, Frederick William.	William Henry Cobb.
Hayes, William Steele	William Hayes.
Hearsey, Richard	Albert St. Paul.
Hextall, William Brown	George Warren Lamb.
Hill, Pascoe Grenfell, B.A.	Fredk. Hill; Thos. Rawle.
Hope, John Henry	James C. Scarisbrick; A. John Moore, jun.
Hunt, James Allen	Alfred Grundy; J. Woodcock.
Hutchinson, James John	Charles Baldwin Lever.
I'Anson, George Green	John Moore I'Anson.
Kitson, Charles William	Chas. Kitson; Thos. Hayter.
Kitson, Robert, B.A.	John Kitson; Frederick Thomas Woolbert.
Lee, George Adolphus Irby, B.A.	Philip Watson Ottaway.
Le Riche, Ebenezer	Charles Thomas Foster; Edward W. Le Riche.
Liggins, Henry Joseph	Philip Augustus Hanrott.
Lucas, Lionel Richard, jun.	William Allison.
Lumley, Theodore	Robert Benjamin Lumley.
McLeod, Llewellyn Wynn	Joseph Addison McLeod.
Martin, Robert	Sheldon Dudley Ashby.
Meybruch, Frederick Wm.	John Mortimer.
Midgley, James	Richard Ludlam Rooke.
Minett, Henry Wallace	Henry Minett.
Morriss, Thomas Myddleton	Alfred Carr.
Page, Wm. Tomlinson, jun.	Thurston Geo. Dale.
Paine, Edwin Alfred	Joseph Newbon.
Palmer, Alexander Douglas Greenlaw	William Henry Gwinnett.
Pearse, Thomas Henry	Thos. Pain; Wm. Holmes.
Pease, Charles	Henry Morton Cotton.
Phillips, Charles Edward	Augustus Hawks.
Phillips, William	Thomas Griffiths.
Pitt, Richd. Joseph Williams	William Rankin.
Preedy, Henry Styleman Borradaile	Edwin Ball; Alfred R. Hudson.
Presswell, George	Jabez McDiarmid.
Prideaux, Robert Walter	Saml. W. Prideaux; Nicholas Earle.
Procter, Arthur Crabtree	Charles Edward Procter.
Pullen, Charles Henry	Charles Alfred Pullen.
Ramsden, Thomas Henry	Thomas William Clough.
Ratcliff, Edmund Theodore	William P. Allcock; Charles F. Tagart.
Rendell, William Francis	Robert Francis.
Roberts, Frederick	James Girdlestone; John Harward.
Robinson, Henry	Robert Robinson.
Rogers, Thomas Henry Tate	James Flower Fussell.
Sewell, Henry Summers	John Theodore Hoyle.
Sharpe, William Arthur	William Sharpe.
Sheppard, Frederick James	John Horton Sheppard.
Simpson, Higson	John Wintringham.
Smith, Francis, jun.	John Thomas Roumieu; Henry W. Purkis.
Smith, John Anthony	William Simmons Allen.
Smith, John Christopher	Thomas D. Calthrop.
Smith, Marle Philip	Arthur Weston.
Smith, William Henry	William Murphy; Matthew R. Sharman.
Steavenson, Ernest Cartwright	William Gribble.
Story, Henry Donald	Henry Story; William C. Bousfield.
Stutfield, Alfred Robert Ogilvie	Thomas D. Calthrop; Geo. G. Buckstone.
Sudlow, John, jun.	John Bury; John Sudlow; Nathaniel Charles Milne.
Sweeting, Thomas Luther	John Hawthorne Lydall.
Tanner, Harry Grenville	George Masefield; Frederick Wood; Henry Liversidge.
Tatham, Richard Turner	John Sharp.
Tolcher, Robert	John Thomas White.
Walker, Edward Lake	Edward Walker.
Walker, Walter	William Dennis.
Waters, Charles William	Thomas Waters; George Henderson.
Watson, Alfred	Henry Brearey.
Watson, William James	William Watson, jun.
Whitehead, Joseph	Francis Smith.
Whitehorn, Wm. Lampet	James Stockton.
Wight, Thomas Holyoake	Thomas Wight; George Birch; B. Robinson.
Williams, George Salusbury	James Davison Wadham.
Willmott, Hen. Geo., B.A.	Richard Stubbs.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly Lecturer and Reader on Equity—Monday, Nov. 29, class A; Tuesday, Nov. 30, class B; Wednesday, Dec. 1, class C—4.30 to 6 p.m.

Mr. H. W. Elphinstone Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, Dec. 3; lecture, 6 to 7 p.m.

The Clerkship of the Peace for the city of Gloucester has been rendered vacant by the demise of Mr. Charles Smallridge, solicitor and proctor.

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COURT PAPERS.

COURT OF CHANCERY.

SITTINGS AFTER MICHAELMAS TERM, 1869.

LORD CHANCELLOR.
Lincoln's Inn.

Thurs., Dec. 2..Appeals.
Friday .... 3..Appeal motions.
Saturday .. 4..Petitions and apps.
Monday .... 6 } Appeals.
Tuesday .... 7 }
Wednesday . 8 }
Thursday .. 9 }
Friday .... 10..Appeal motions.
Saturday .. 11 }
Monday .... 13 }
Tuesday .... 14 } Appeals.
Wednesday .. 15 }
Thursday .. 16 }
Friday .. 17..Appeal motions.
Saturday .. 18 }
Monday .... 20 } Appeals.
Tuesday .... 21 }
Wednesday .22..Petns. & apps.

MASTER OF THE ROLLS.
Chancery-lane.

Thurs., Dec. 2 { The First Seal.—Mtns. & gen. pa.
Friday .... 3..General paper.
Saturday .. 4 { Petns., sht. causes, adj. sums., and general paper.
Monday .... 6 }
Tuesday .... 7 } General paper.
Wednesday . 8 }
Thursday .. 9 { The Second Seal.—Mtns. & gen. papr.
Friday.....10..General paper.
Saturday ..11 { Ptns., sht. caus., adj. sums., and general paper.
Monday ....13 }
Tuesday....14 } General paper.
Wednesday..15 }
Thursday ..16 { The Third Seal.—Mtns. & gen. pa.
Friday ....17..General paper.
Saturday ..18 { Petns., sht. caus., adj. sums., and general paper.
Monday ....20 }
Tuesday....21 } General paper.
Wednesday..22 }

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.

Thurs , Dec. 2..Appeal Court.
Friday .... 3..Appeal motions.
Saturday .. 4 { Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday .... 6 }
Tuesday .... 7 }
Wednesday . 8 } Appeal Court.
Thursday .. 9 }
Friday ....10..Appeal motions.
Saturday ..11 { Petns. in lunacy, bkrpt. apps., and appeal petitions.
Monday ....13 }
Tuesday....14 } Appeal Court.
Wednesday .15 }
Thursday ..16 }
Friday ....17..Appeal motions.
Saturday ..18 { Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday ....20 }
Tuesday....21 } Appeal Court.
Wednesday .22 }

NOTICE.—The days (if any) on which the Lord Justice shall be sitting with the Lord Chancellor, or the Judicial Committee of the Privy Council, are excepted.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Thurs., Dec. 2 { The First Seal.—Mtns. & causes.
Friday..... 3..Ptns. and causes.
Saturday .. 4..Sht.causes & caus.
Monday .... 6 }
Tuesday .... 7 } Causes.
Wednesday . 8 }
Thursday .. 9 { The Second Seal.—Motions & causes.
Friday.....10..Petns. and causes.
Saturday ..11..Sht. causes & caus.
Monday ....13 }
Tuesday....14 } Causes.
Wednesday .15 }
Thursday ..16 { The Third Seal.—Mtns. & causes.
Friday ....17..Petitions & causes.
Saturday ..18..Sht. causes & caus.
Monday ....20 }
Tuesday ....21 } Causes.
Wednesday..22 }

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Thurs., Dec. 2 { The First Seal.—Mtns. & gen. pa.
Friday..... 3..Petns. & gen. pa.
Saturday .. 4 { Short causes, adj. sums., & gen. pa.
Monday .... 6 }
Tuesday .... 7 } General paper.
Wednesday.. 8 }
Thursday .. 9 { The Second Seal.—Mtns. & gen. pa.
Friday.....10..Petns. & gen. pa.
Saturday ..11 { Sht. causes, adj. sums., & gen. pa.
Monday ....13 }
Tuesday ....14 } General paper.
Wednesday..15 }
Thursday ..16 { The Third Seal.—Mtns. & gen. pa.
Friday ....17..Petns. & gen. pa.
Saturday ..18 { Sht. causes, adj. sums., & gen. pa.
Monday ....20 }
Tuesday ....21 } General paper.
Wednesday .22 }

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Thurs., Dec. 2 { The First Seal--Mtns. & gen. pa.
Friday..... 3..General paper.
Saturday .. 4 { Petns., sht. causes, adj. sums., & gen. paper.
Monday .... 6 }
Tuesday .... 7 } General paper.
Wednesday . 8 }
Thursday .. 9 { The Second Seal.—Mtns. & gen. pa.
Friday ....10..General paper.
Saturday ..11 { Petns., sht. causes, adj. sums., and general paper.
Monday ....13 }
Tuesday....14 } General paper.
Wednesday .15 }
Thursday ..16 { The Third Seal.—Mtns. & gen. pa.
Friday.....17..General paper.
Saturday ..18 { Petns., sht. caus., adj. sums., and general paper.
Monday ....20 }
Tuesday ....21 } General paper.
Wednesday..22 }

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

COMMON PLEAS.

This Court will, on Tuesday, 30th November, Wednesday, 1st December, Saturday, 4th December, Monday, 6th December, and Tuesday, 7th December, hold sittings, and will proceed first with the New Trial Paper, and afterwards with the Special Paper, and will also hold a sitting on Monday, the 13th December, for the purpose of delivering judgments.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Michaelmas Term, 1869.

Middlesex—Saturday, Nov. 27, to Thursday, Dec. 9, both inclusive, special juries and common juries.

London—Friday, Dec. 10, to Thursday, Dec. 23, both inclusive, special juries and common juries.

The Court will sit at ten o'clock each day.

A second Court will sit for the trial of causes when necessary.

DAYS AND PLACES APPOINTED FOR HOLDING SPECIAL COMMISSIONS OF OYER AND TERMINER AND GAOL DELIVERY.

Berks—Dec. 23, at Reading.
Cambridgeshire—Dec. 13, at the County Courts.
Cheshire—Dec. 4, at the Castle of Chester.
Derbyshire—Dec. 20, at Derby.
Devonshire—Dec. 14, at the Castle of Exeter.
City of Exeter—The same day, at the Guildhall of the said city.
Durham—Dec. 11, at Durham.
Essex—Dec. 2, at Chelmsford.
Glamorganshire—Dec. 14, at Cardiff.
Gloucestershire—Dec. 20, at Gloucester.
City of Gloucester—The same day, at the city of Gloucester.
Leicestershire—Dec. 2, at the Castle of Leicester.
Borough of Leicester—The same day, at the borough of Leicester.
Lincolnshire—Nov. 26, at Lincoln.
City of Lincoln—The same day, at the city of Lincoln.
Northamptonshire—Dec. 6, at Northampton.
Northumberland—Dec. 18, at the Castle of Newcastle-upon-Tyne.
Town of Newcastle upon-Tyne—The same day, at the Guildhall of the said town.
Nottinghamshire—Dec. 16, at Nottingham.
Town of Nottingham—The same day, at the town of Nottingham.
Salop—Dec. 2, at Shrewsbury.
Somersetshire—Dec. 18, at Taunton.
County of Southampton—Dec. 4, at the Castle of Winchester.
Staffordshire—Nov. 29, at Stafford.
Suffolk—Dec. 9, at Bury St. Edmunds.
Warwickshire—Dec. 6, at Warwick.
Wiltshire—Dec. 10, at New Sarum.
Worcestershire—Dec. 10, at Worcester.
City of Worcester—The same day, at the city of Worcester.
Yorkshire, North and East Riding Division—Dec. 8, at the Castle of York.
City of York—The same day, at the Guildhall of the said city.
Yorkshire, West Riding Division—Nov. 30, at Leeds.

LANCASHIRE WINTER ASSIZES, 1869.

The commissions for holding these assizes will be opened at Manchester, on Saturday, the 4th of December, and at Liverpool, on Wednesday, the 15th of December.

By an order made by the judges at the Liverpool Spring Assizes, 1868, "for facilitating the entry of causes for trial at future assizes for the southern division of this county, and for the more convenient arrangement of the business of such assizes." (See *Sol. Jour.* vol. xiii. p. 62.)

In pursuance of the above order, causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster at Preston, as follows:—viz., Causes for trial at Manchester, on Monday, the 29th of November,

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and daily thereafter, until Thursday, the 2nd of December, inclusive, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon; and causes for trial at Liverpool, on Thursday, the 9th of December, and daily thereafter until Monday, the 13th of December, inclusive, between the above mentioned hours.

The entry of causes at Manchester will commence at the Assize Courts, Manchester, immediately after the opening of the commissions, and at nine o'clock that evening will be adjourned until noon of the Tuesday following, from which hour it will be open until three o'clock the same afternoon, when it will close.

The Court will sit at Manchester for the trial of causes on Wednesday, the 8th of December, at ten o'clock in the forenoon, and not sooner.

The entry of causes at Liverpool will commence at St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock in the evening on the commission day.

The Court will sit at eleven o'clock in the forenoon at Liverpool on the day next following the commission day.

The trial of special jury causes will commence at Manchester, at ten o'clock a.m., on Friday, the 10th of December, and at Liverpool at ten o'clock a.m., on Monday, the 20th of December, and not earlier, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first), will be exhibited in the corridor of the court and in the library.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 26, 1869.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 93⅞	Annuities, April, '85, 11 15-16
Ditto for Account, Dec., 93⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¼	Ex Bills, £1000, — per Ct. 9 p m
New 3 per Cent., 92¼	Ditto, £500, Do — 9 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 9 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 213	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 92	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	79½
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	36½
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	56
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	125½
Stock	London, Brighton, and South Coast	100	41½
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	121
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	85
Stock	Midland	100	119
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	119
Stock	North Staffordshire	100	58½
Stock	South Devon	100	42
Stock	South-Eastern	100	77
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

All the markets have been more or less inactive this week, and very little business has been done. Foreign securities have been particularly dull. Railways, however, show a tendency to a return of activity, and Consols have improved during to-day. The tenders for the new Metropolitan 3½ per cent. loan, recently invited, did not come up to the anticipated amount. It is rumoured that the Government do not, for the present, at any rate, intend raising in the market the amount required for the purchase of the telegraphs.

The late Mr. John Shoard, LL.D., solicitor, besides the academical honours received by him during his distinguished career at the London University (*ante* p. 59), was awarded the "King's Medal," by resolution of the Senate, on the 17th of February, 1864.

THE MANX LAWS.—The grossly defective state of the Manx criminal code has just led to a miscarriage of justice. The woman who was accused of having tried to murder her husband, by slowly poisoning him at Port Erin, was put on trial on Thursday; but, although the evidence against her was almost overwhelming, the prosecution had to be withdrawn, as there is no provision under the Manx criminal code for the punishment of a person charged with attempting to murder by poison. —*Daily Paper.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARTLEY—On Nov. 18, at Horbury, near Wakefield, the wife of Joseph Hartley, Esq., Barrister-at-Law, of the Inner Temple, of a daughter.

MUNNS—On Nov. 23, at Scaresbrook, N.E., the wife of Arnold Summers Munns, Esq., of a son.

MARRIAGES.

LUDLOW—FORBES—On Nov. 20, at Ham, Surrey, John Malcolm Forbes Ludlow, Barrister-at-Law, to Maria Sarah, daughter of Gordon Forbes, Esq.

RICHARDS—RAIMONDI—On Nov. 20, at the Parish Church, St. Clement Danes, by the Rev. R. J. Simpson, M.A., Rector, Henry Hannaford, second son of the late Joseph Richards, Surgeon, to Alice Augusta, second daughter of Willoughby Raimondi, Solicitor, of Surrey-street, Strand. No cards.

WRIGHT—FIELD—On Nov. 23, at St. Matthew's Church, Oakley-square, G. Ernest Wright, Esq., B.A., Inner Temple, to Mary, eldest daughter of W. N. Field, Esq., Mornington-crescent, London.

DEATHS.

BEST—On Nov. 16, at 87, Westbourne-terrace, William Mawdesley Best, Esq., Barrister-at-Law, and Bencher of Gray's-inn.

HUTCHINSON—On Nov. 14, at Longside, Aberdeenshire, Alexander Hutchinson, Esq., Writer to the Signet, for many years an Attorney in Cape Town.

IFILL—On Nov. 18, at Warwick Lodge, Worthing, Benjn. Ifill, Esq., Barrister-at-Law, formerly of Barbadoes.

ROTHERY—On Oct. 19, at Nassau, Bahamas, of yellow fever, Charles Frederick Rothery, Assistant Judge and Acting Chief Justice of the Colony.

SMALLRIDGE—On Nov. 22, at Gloucester, after a short illness, Charles Smallridge, Esq., Solicitor, Proctor, and Clerk of the Peace for that city, aged 69.

WOOD—On Nov. 18, at Linden Lodge, Southfields, Wandsworth, Josephine Webb Moore, the beloved wife of Charles W. Wood, Esq., Barrister-at-Law.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—[ADVT.]

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Nov. 19, 1869.

LIMITED IN CHANCERY.

Phosphate of Lime Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 12, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the Court. Mercer & Mercer, Mincing-lane, solicitors to the petitioner.

River Steamer Company (Limited).—Vice-Chancellor James has, by an order dated Nov 8, ordered that the above company be wound up. Parker & Clarke, St Michael's-alley, Cornhill, solicitors for the petitioners.

Severn Bank Hotel and Newnham Ferry Company (Limited).—Petition for winding up, presented Nov 17, directed to be heard before Vice-Chancellor Stuart on Dec 3. Brown, Lincoln's-inn-fields, solicitor for the petitioners.

Wynn Hall Coal Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 12, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the Court. Raimondi, for James, Wrexham, solicitor for the petitioners.

UNLIMITED IN CHANCERY.

Albert Average Association for British, Foreign, and Colonial Built Ships.—Petition for winding up, presented Nov 16, directed to be heard before the Master of the Rolls on Dec 4. Ball, Tokenhouse-yd, solicitor for the petitioner.

Arthur Average Association for British, Foreign, and Colonial Built Ships. Petition for winding up, presented Nov 16, directed to be heard before the Master of the Rolls on Dec 4. Ball, Tokenhouse-yd, solicitor for the petitioner.

Medical Invalid and General Life Assurance Society.—Petition for winding up, presented Nov 16, directed to be heard before Vice-Chancellor James on Dec 4. Hooke & Street, Lincoln's-inn-fields, solicitors for the petitioners.

National Provincial Life Insurance Company.—Petition for winding up,

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presented Nov 18, directed to be heard before Vice-Chancellor Malins on Dec 3. Mackenzie & Co, Crown-ct, Old Broad-st, solicitors for the petitioner.

TUESDAY, Nov. 23, 1869.

LIMITED IN CHANCERY.

Circulating Library (Limited).—Petition for winding up, presented Nov 19, directed to be heard before Vice-Chancellor James on Dec 4. Chester & Urquhart, Staple-inn, solicitors for the petitioners.

Derdale Cotton and Commercial Company (Limited).—Petition for winding up, presented Nov 20, directed to be heard before the Master of the Rolls on Dec 4. Gregory & Co, nedford-row, for Marslands & Addleshaw, Manch, solicitors for the petitioners.

Gresham House Estate Company (Limited and Reduced).—Petition for reducing the capital from £240,000 to £120,000. Any person who claims to be a creditor, and who is not entered on the list, must, on or before Dec 20, send in his name and address, and the particulars of his claim, to Fox & Robinson, 52, Gresham House, Old Broad-st, solicitors for the company.

Matlock Old Bath Hydropathic Company (Limited).—Vice-Chancellor James has fixed Dec 3, at 12, at his chambers, for the appointment of an official liquidator.

Reading Wholesale Clothing and Manchester Warehouse Company (Limited).—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Alexander Beale, Reading.

Wynn Hall Coal Company (Limited).—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Richard Champion Rawlins and Thomas Edward Minshall; Wrexham, Denbigh. Wednesday, Jan 26, at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Proprietors of the Bradford Canal Navigation.—Petition for winding up, presented Nov 17, directed to be heard before Vice-Chancellor Malins on Dec 3. Evans & Foster, Gray's-inn-sq, for Mumford, Bradford, solicitor for the petitioners.

Waterford and Passage Railway Company.—Vice-Chancellor Malins has, by an order dated Nov 12, ordered that the above company be wound up. Manning, Gt George-st, Westminster, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Nov. 23, 1869.

Ship Inn Club, King's Head Inn, Caerleon, Monmouth. Nov 19.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 19, 1869.

Alexander, Jennett, Lpool, Spinster. Dec 31. Edwards v Eaton, V.C. James. Lowe, Tanfield-ct, Temple.

Butler, John, Aston, nr Birm, Licensed Victualler. Dec 13. Poole v Ansell. M. R. Ansell, Birm.

Griffin, Wm, Mundford, Norfolk, Grocer. Dec 13. Bunting v Griffin, V.C. Malins. Houchen, Thetford.

Hilton, Chas Jones, Bolton-gardens, South Kensington, Esq. Dec 4. Hilton v Hilton, V.C. Malins. Tassell, Faversham.

Wetherell, Bartholomew, Hartlepool, Durham, Spirit Merchant. Jan 1. Irvine v Wetherell, V.C. Stuart. Todd, Hartlepool.

Wood, Saml, Claverley Cottage, Hammersmith, Gent. Dec 6. Wood v Oakley. V.C. Malins. Simpson, Gracechurch-st.

TUESDAY, Nov. 23, 1869.

Behan, Thos Lawrence, Thistle-grove, Brompton. Dec 20. Edwards v Stock, M. R. Warry & Co, Lincoln's-inn-fields.

Bruce, Geo John Brudenell, St George's-pl, Knightsbridge, Esq. Jan 1. Bruce v Bruce, V.C. Malins. Peake, Bedford-row.

Leech, John, Newcastle-under-Lyme, Staffordshire, Farmer. Dec 22. Leech v Tunnicliffe, V.C. Stuart. Robinson & Dempster, Eccleshall.

Wilson, Alex, Stowe-rd, Shepherd's Bush, Gent. Jan 1. Wilson v Wilson, V.C. Stuart. Roumieu, Austinfriars.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 19, 1869.

Bailey, Wm, Madeley, Salop, County Court Clerk. Dec 1. Potts & Son, Broseley.

Bateman, Jas, Canterbury, Yeoman. Dec 20. Johnson.

Beaumont, Joseph, Dalton, York, Gent. Dec 7. Mills.

Cameron, Jas, New Sanchie Alloa, N.B., Engineer R. N. Jan 12. Hildreth & Ommanney, Norfolk-st, Strand.

Collins, Abel, Wroxcall, Isle of Wight, Gent. Jan 13. Child, Pauls Bakehouse-ct, Doctors-commons.

Cooke, Jas Lionel, Stock, nr Ingatestone, Essex, Gent. Dec 15. Tatton, Lower Phillimore-pl, Kensington.

Cooper, John, Sittingbourne, Kent, Gent. Dec 27. Johnson, Faversham.

Davies, Mary, Landyfodwg, Glamorgan. Nov 25. Bradley, Cardiff.

Dewdney, Rev Geo, Gussage St Michael, Dorset. Dec 20. Leman & Co, Lincoln's-inn-fields.

Durrant, Geo John, Guildford-st, Russell-sq, Solicitor. Jan 1. Swinburne & Parker, Bedford-row.

Hardinge, Wm, Newport, Isle of Wight, Captain. Dec 31. Ayerst, Abingdon-st Westminster.

Kirby, Geo Goldsmith, Waterloo-pl, Pall Mall, Gent. Jan 1. Walker & Co, Southampton-st, Bloomsbury.

Kolle, John Hy, Middleton Cheney, Northampton, Esq. Feb 15. Potter, King-st, Cheapside.

Mathews, Thos, Aldridge, Stafford, Gent. Dec 16. Eglington, Birm.

Mudry, Rev Jean Marie, Clifton-rd, St John's-wood. Jan 7. Vincent, South-sq, Gray's-inn.

Parsons, Hy, Welton, Somerset, Yeoman. Dec 27. Mogg, Cholwell, Temple Cloud, nr Bristol.

Perry, Edward, Tettenhall, Stafford, Japanner. Jan 1. Bolton & Co, Wolverhampton.

Peters, Jas, Vicarage-gardens, Kensington, Gent. Jan 1. Matthews & Co, Arthur-st West, London Bridge.

Saunders, John, Batheaston, Somerset, Esq. Jan 1. Wadeson & Malleson, Austin Friars.

Sedgwick, Wm Fellows, Cashio Bridge Farm, Herts, Surveyor. Jan 1. Sedgwick, Watford.

Taylor, Hugh, Earsden, Northumberland, Esq. March 1. Leadbitter, Newcastle-upon-Tyne.

Temperley, Geo, Carlisle, Cumberland, Surgeon. Dec 20. Wannop, Carlisle.

Thompson, Robt, Brunswick-cottages, Hammersmith, Gent. Dec 31. Cronin, Southampton-row, Bloomsbury.

Tyler, Rosannah, Watford, Herts, Widow. Jan 1. Sedgwick, Watford.

Walker, Law, Lockwood, York, Butcher. Dec 7. Mills, Huddersfield.

Wallsgrove, John, New Milverton, Warwick, Builder. Jan 15. Field, Leamington Priors.

Whittaker, John Abraham, Newcastle-ct, Radnor, Esq. Dec 20. Leman & Co, Lincoln's-inn-fields.

TUESDAY, Nov. 23, 1869.

Barker, Louisa, Beaumaris, Anglesey, Widow. Dec 15. Liddle, Newport.

Barker, Edward Robt, Beaumaris, Anglesey, M.D. Dec 15. Liddle, Newport.

Bennett, Hy, Thurlow-ter, Clapham, Gent. Dec 24. Green & Hall, Moorgate-st.

Blackwell, John Kenyon, Paris. Jan 1. Sanders & Smith, Dudley.

Boileau, Eugene, Clarence-ter, Seven Sisters-rd, Holloway, Esq. Dec 18. Hillearys & Tunstall, Fenchurch-bldgs.

Caffary, Patrick John, Slough, Buckinghamshire, Esq. Jan 15. Lyne & Holman.

Finney, Mary, Louth, Lincoln, Widow. Dec 13. Bell, Louth.

Griffiths, Jas, Dudley Wood, Worcester, Chain Manufacturer. Jan 1. Sanders & Smith, Dudley.

Holden, Edward, Slinford, Sussex, Farmer. Dec 31. Bedford, Horsham.

Joseph, Saml, Jewry-st, Aldgate, Merchant. Dec 31. Spyer & Son, Winchester-house, Old Broad-st.

Kerswell, Wm, Pond Farm, Devon, Farmer. Feb 1. Andrews, Modbury.

Law, Wm John, Seymour-st, Portman-sq, Esq. March 1. Davidson, Spring-gardens.

Perry, Edward, Tettenhall, Stafford, Japanner. Jan 1. Bolton & Co, Wolverhampton.

Railton, Edward, Temple Sowerby, Westmoreland, Gent. Dec 29. Thompson, Appleby.

Railton, Isabella, Temple Sowerby, Westmoreland, Widow. Dec 29. Thompson, Appleby.

Sandeman, Wm Hy, Calcutta, Engineer. Jan 20. Stephens & Mathews, Essex-st.

Shaw, Barbara, Horsham, Sussex, Widow. Dec 28. Bedford, Horsham.

Smith, David, St Andrew, Jamaica, Gent. Jan 20. Ashurst & Co, Old Jewry.

Williams, Evan Thos, Brierfield, Lancashire, Brewer. Dec 31. Birch, Lichfield.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 19, 1869.

Ackroyd, Obadiah, Thornton, York, Ironmonger. Oct 29. Comp. Reg Nov 17.

Allson, Elijah, Church-st, Camberwell, Boot Manufacturer. Nov 4. Comp. Reg Nov 16.

Arnold, Jabez, Portsea, Hants, Grocer. Nov 6. Comp. Reg Nov 18.

Barber, David, jun, & Wm Thos Barber, Evelyn-st, Deptford, Lightermen. Oct 27. Comp. Reg Nov 17.

Barraclough, Catherine, Openshaw, Lancashire, Iron Forger. Oct 7. Asst. Reg Nov 18.

Barton, John, Gt Tower-st, Wine Merchant. Oct 25. Comp. Reg Nov 17.

Baynes, Fredk Jas, Holloway-ter, Holloway, Ironmonger. Nov 3. Comp. Reg Nov 16.

Bolland, Wm, Leeds, Bookseller. Oct 18. Comp. Reg Nov 15.

Breakenridge, Wm, Manch, Painter. Oct 22. Asst. Reg Nov 17.

Burbidge, Wm, Paddington-st, Marylebone, Grocer. Oct 30. Asst. Reg Nov 17.

Burton, Wm, Rose Cottage, Edgware-rd, out of business. Oct 20 Comp. Reg Nov 17.

Burton, Chas Tertius, Bradford, York, Oil Agent. Oct 21. Comp. Reg Nov 18.

Bushell, Alfd, Ramsgate, Kent, Butcher. Oct 14. Comp. Reg Nov 18.

Cruickshank, John, York, Dealer in Horses. Nov 11. Comp. Reg Nov 19.

Cruxton, John, Dudley, Worcester. Oct 9. Asst. Reg Nov 17.

Eastwood, Robt, Huddersfield, York, & Thos Dyson, Holmfirth, York, Manufacturing Chemists. Oct 8. Comp. Reg Nov 16.

Elliot, Robt, Lpool, Engineer. Nov 17. Comp. Reg Nov 18.

Empsall, Edward, Brighouse, York, Watch Maker. Oct 27. Comp. Reg Nov 19.

Etheridge, Wm, Caldecott, Monmouth, Wire Roller. Oct 23. Comp. Reg Nov 16.

Feather, John, Keighley, York, Worsted Spinner. Oct 29. Comp. Reg Nov 18.

Fleming, Wm, David Combleholme, Joseph Madders, Robt Cadman, Jas Eldson, Humphrey Jones, Wm Turple, Matthew Cowen, & Ralph Hardman, Manch, Machinists. Oct 25. Asst. Reg Nov 18.

Fowler John, Park-row, Blackheath, Gent. Oct 28. Comp. Reg Nov 15.

Gallichan, Edward Clement, & Hy Pearson Maples, Leigh, Essex, Potters. Oct 5. Asst. Reg Nov 18.

Gavin, Eliz, Bournemouth, Hants, Bookseller. Oct 18. Comp. Reg Nov 18.

Glanville, Chas Glover, Lewisham, Kent, Draper. Oct 22. Comp. Reg Nov 18.

Harding, Edward, Newcastle-under-Lyme, Stafford, Plumber. Oct 22. Asst. Reg Nov 19.

Heath, Wm Edwin, Camden-rd, Engineer. Oct 20. Comp. Reg Nov 17.

Hildick, Robt, Birm, Boot Manufacturer. Oct 27. Comp. Reg Nov 16.

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Hook, Adam Clarke, Little George-st, Westminster, Surveyor. Oct 20. Asst. Reg Nov 17.
Hoppe, Fras, Union-st, Whitechapel, Picture Frame Maker. Nov 12. Comp. Reg Nov 16.
Howlett, Wm Hy, Kelveden, Essex, Chemist. Oct 20. Asst. Reg Nov 16.
Jones, Thos Carlton, & Carlton Jones, Kingston-upon-Hull, Drapers. Oct 19. Asst. Reg Nov 18.
Kenyon, Edward, Manch, Woollen Waste Dealer. Oct 20. Asst. Reg Nov 17.
Kyrle, Wm Lowther Ernle Money, Rangoon, Lieut. H. M. 21st Regiment. Nov 1. Comp. Reg Nov 16.
Lanfear, Stephen Stiles, Newport, Monmouth, Grocer. Oct 21. Comp. Reg Nov 18.
Mackrory, Wm, Bradley Green, Stafford, Grocer. Oct 13. Comp. Reg Nov 18.
May, Wm, Laurel-grove, Penge, Dealer in Jewellery. Nov 9. Comp. Reg Nov 18.
McCall, John, Houndsditch, Provision Merchant. Oct 26. Inspectorship. Reg Nov 17.
McGavin, Thos, Faversham, Kent, Traveller. Oct 12. Comp. Reg Nov 13.
Milner, John, Blackburn, Lancashire, Plumber. Oct 11. Comp. Reg Nov 16.
Noble, John, Brampton, Cumberland, Joiner. Oct 21. Asst. Reg Nov 17.
Nutting, Alfd Wm, Chester, Hosier. Oct 28. Comp. Reg Nov 18.
Roberts, Evan, Towyn, Merioneth, Builder. Oct 16. Asst. Reg Nov 17.
Rustomjee, Heerjeebhoy, Prisoner in Reading Gaol. Oct 25. Comp. Reg Nov 16.
Smith, Edmund, Inchfield, Lancashire, Corn Dealer. Oct 22. Comp. Reg Nov 16.
Solly, Wm, Sheerness, Kent, Butcher. Oct 28. Comp. Reg Nov 19.
Stapleton, John, Plymouth, Devon, Draper. Nov 4. Asst. Reg Nov 16.
Studley, Jas Richd, High-st, Old Brentford, Grocer. Oct 28. Comp. Reg Nov 16.
Tansley, Jas, Bedford, Upholsterer. Oct 29. Asst. Reg Nov 18.
Trebeck, Eliza Wood, Sun-st, Wholesale Toy Dealer. Oct 15. Comp. Reg Nov 18.
Turner, Alfd, Bideford, Devon, Leather Dealer. Oct 29. Comp. Reg Nov 18.
Wild, Wm, Newton Heath, Lancashire, Mill Furnisher. Nov 12. Asst. Reg Nov 18.
Willy, Ernest Augustus, Kingsbury, Somerset, Corn Merchant. Oct 25. Comp. Reg Nov 19.

TUESDAY, Nov. 23, 1869.

Amor, Hy, St Leonard-st, Bromley-by-Bow, Grocer. Nov 4. Comp. Reg Nov 19.
Baker, Thos Armistead, Chester, Nurseryman. Oct 20. Comp. Reg Nov 20.
Beard, Richd Wm, Theberton-st, Gibson-sq, Islington, & Richd Philip Nash, Cummin-st, Pentonville, out of business. Nov 12. Comp. Reg Nov 19.
Benbow, Joseph, Ruyton of the Eleven Towns, Salop, Publican. Oct 20. Asst. Reg Nov 20.
Benson, Wm, & Jas Warburton, Leeds, Hemp Spinners. Nov 1. Asst. Reg Nov 20.
Binden, Geo, High-st, Poplar, Boot Maker. Oct 28. Asst. Reg Nov 18.
Boehm, Edward Ferdinand, Manch, Moulding Manufacturer. Nov 17. Comp. Reg Nov 22.
Brereton, Jas, Birkenhead, Cheshire, Dealer in Malt. Oct 30. Asst. Reg Nov 20.
Cobbin, Archer, Birm, Journeyman Cabinet Maker. Nov 4. Comp. Reg Nov 19.
Costello, Patrick, Wolverhampton, Stafford, Grocer. Nov 23. Asst. Reg Nov 20.
Daniels, Wm Hill, Salford, Lancashire, Licensed Victualler. Oct 25 Asst. Reg Nov 20.
Faulkes, Thos, Sibthorpe, Nottingham, Farmer. Nov 8. Asst. Reg Nov 20.
Gibson, Jas, & Thos Gibson Boyce, Bradford, York, Linen Drapers. Oct 30. Comp. Reg Nov 23.
Gledhill, Elijah Geo, Leicester, Boot Manufacturer. Oct 29. Asst. Reg Nov 20.
Harcourt, Chas Saml, & Hy Wm Harcourt, Norwich, Coach Builders. Oct 19. Asst. Reg Nov 20.
Hardin, Thos Edward, Marlborough, Wilts, Draper. Oct 25. Comp. Reg Nov 19
Hatton, Emma, Betts-st, St George's East, Wheelwright. Nov 10. Asst. Reg Nov 19.
Hawkes, Wm, Hazlehurst, Lancashire, Tripe Dresser. Oct 26. Comp. Reg Nov 22.
Hibbert, Wm, Dresden, Stafford, Journeyman Potter. Oct 26. Comp. Reg Nov 19.
Homes, Wm Paul, High-st, Shoreditch, Boot Manufacturer. Nov 9. Comp. Reg Nov 19.
Jayne, John, Fire Brigade Station, Upper Norwood, out of business. Nov 18. Comp. Reg Nov 19.
Lazarus, David, Lpool. Music Hall Proprietor. Nov 17. Comp. Reg Nov 19.
Longbotham, Joseph, Chester-le-st, Durham, Grocer. Oct 30. Comp. Reg Nov 19.
Markham, Cornelius Aubery, Godmanch, Huntingdon, Carrier, Oct 27. Comp. Reg Nov 22.
Mathers, John, Leeds, Cloth Manufacturer. Nov 9. Comp. Reg Nov 22.
Maule, Wm Hemming, Westmoreland-st, Pimlico, Government Clerk. Nov 18. Comp. Reg Nov 19.
Melliar, John, Bristol, Drapers Assistant. Nov 11. Asst. Reg Nov 20.
Morris, Geo, Lamb's Conduit-st, Tailor. Nov 4. Comp. Reg Nov 22.
Moss, Jas, Leeds, Grocer. Oct 29. Asst. Reg Nov 22.
Murrin, Wm, Newton Bushel, Devon, Butcher. Oct 26. Comp. Reg Nov 19.
Neufliess, Jas, Birm, Tailor. Oct 25. Comp. Reg Nov 20.
Nicholson, Senior, Batley, York, Flock Merchant. Oct 26. Comp. Reg Nov 22.
Nicholson, Hy Thos, Barlow Moor, Lancashire, Gent. Oct 5. Asst. Reg Nov 19.
Praed, Winthrop Mackworth, Marazion, Cornwall, Grocer. Nov 10. Comp. Reg Nov 22.
Richardson, Richd, Fakenham, Norfolk, Boot Maker. Oct 25. Asst. Reg Nov 22.
Riley, Wm Bolton, Manch, Comm Agent. Oct 6. Asst. Reg Nov 22.
Roberts, John Done, Lpool, Draper. Nov 5. Asst. Reg Nov 20.
Royle, Hy, Sheffield, Plumber. Oct 30. Comp. Reg Nov 20.
Smallman, Hy, Birm, Draper. Oct 30. Asst. Reg Nov 22.
Smeeton, Jas, Cropwell Butler, Nottingham, Butcher. Nov 13. Comp. Reg Nov 19.
Steel, Wm, Bexley, Kent, Saddler. Nov 18. Comp. Reg Nov 20.
Stewardson, Wm, Newcastle-upon-Tyne, Beer Retailer. Oct 14. Asst. Reg Nov 22.
Taplin, Thos, St Mary's-sq, Paddington, Auctioneer. Sept 16. Comp. Reg Nov 23.
Tarelli, Geo Holborn, Newcastle-upon-Tyne, Milliner. Oct 22. Comp. Reg Nov 22.
Taylor, Geo, Sheffield, Grocer. Oct 28. Asst. Reg Nov 22.
Thomas, Jas Shapland, York-rd, Lambeth, Builder. Nov 9. Asst. Reg Nov 22.
Topham, Joseph, Eaton Socon, Bedfordshire, Cornfactor. Oct 22. Asst. Reg Nov 19.
Walsh, Thos, Triangle, nr Halifax, York, Grocer. Oct 26. Asst. Reg Nov 20.
Watson, Geo Fredk, Brompton-rd, Draper. Nov 1. Comp. Reg Nov 22.
Webster, Isaac Wm, Reform-pl, Trafalgar-pl, Greenwich, Oilman. Nov 5. Comp. Reg Nov 22.
White, John, Ossett, York, Cloth Manufacturer. Oct 26. Comp. Reg Nov 19.
Wilson, Joseph Wm, Dewsbury, York, Upholsterer. Nov 1. Comp. Reg Nov 22.
Wilson, Joseph, Wittou Gilbert, Durham, Tailor. Nov 13. Comp. Reg Nov 19.

Bankrupts.

FRIDAY, Nov. 19, 1869.

To Surrender in London.

Ashmore, Camm, Neville-ter, Hornsey-rd, Commercial Traveller. Pet Nov 17. Pepys. Dec 2 at 2. Kynaston & Co, King's Arms-yard.
Ashton, Chas Wm, High Wycombe, Bucks, Seedsman. Pet Nov 12. Dec 1 at 1. Spicer, Staple-inn.
Atwater, Jas Wm, North Woolwich, Kent, Grocer's Assistant. Pet Nov 17. Dec 8 at 1. Edwards, Bush-lane, Cannon-st.
Bacher, Adolph, Jubilee-st, Commercial-rd East, Fancy Bag Maker. Pet Nov 13. Pepys. Dec 2 at 12. Goatley, Bow-st, Covent-garden.
Barrett, Fredk, Salisbury, Wilts, Painter. Pet Nov 16. Dec 8 at 1. Jones, New-inn, Strand.
Barrett, Jas, Blendon-row, East-st, Walworth, Dried Fish Salesman. Pet Nov 15. Murray. Dec 6 at 12. Poole, Bartholemew-close.
Beall, Barnard, Prisoner for Debt, London. Pet Nov 16. Pepys. Dec 9 at 11. Silvester, Gt Dover-st, Newington.
Bentley, Jas, Harrietsham, Kent, Farmer. Pet Nov 15. Murray. Dec 1 at 12. West & King, Cannon-st.
Booth, Wm, Wycliff-rd, Wandsworth, Agent's Clerk. Pet Nov 16. Pepys. Dec 2 at 1. Burt, Guildhall-chambers.
Borchenger, John, Prisoner for Debt, London. Pet Nov 16 (for pau). Brougham. Dec 8 at 2. Goatley, Bow-st, Covent-garden.
Box, Joseph Wm, King's-rd, Peckham, Brickmaker. Pet Nov 17. Murray. Dec 8 at 11. Barron, Queen-st, Cheapside.
Bristow, Robt, Woolwich, Kent, Grocer. Pet Nov 17. Pepys. Dec 2 at 2. Edwards, Bush-lane.
Brown, Hy, Heath-rd, Twickenham, Coal Dealer. Pet Nov 11. Dec 1 at 11. Gardiner, St Swithin's-lane.
Buckhurst, Hester Ann, Erith, Kent, Provision Dealer. Pet Nov 17. Murray. Dec 6 at 2. Gibson, Abchurch-lane.
Champion, Geo, Westbourne-ter North, Journeyman Carpenter. Pet Nov 16. Pepys. Dec 2 at 1. Eaden, Gray's-in-sq.
Cobden, John, Prisoner for Debt, London. Pet Nov 13 (for pau). Brougham. Dec 1 at 2 Gray, Arundel-st, Strand.
Collinson, Hy Weir, Prisoner for Debt, London. Pet Nov 13 (for pau). Murray. Dec 6 at 11. Pope, Gt James-st, Bedford-row.
Creed, Thos, & Wm Creed, Camberwell New-rd, Builders. Pet Nov 15. Murray. Dec 6 at 12. Elmslie & Co, Leadenhall-st.
Cummings, Saml, Portobello-rd, Notting-hill, Poulterer. Pet Nov 16. Pepys. Dec 2 at 1. Tee, Frederick's-pl, Old Jewry.
Dubber, Hy, Westow-st, Upper Norwood, Stationer. Pet Nov 17. Murray. Dec 1 at 11. Parry, Croydon.
Dunkley, John, Ebury-st, Pimlico, Boot Maker. Pet Nov 17. Murray. Dec 6 at 2. Brown, Basinghall-st.
Eassie, Wm, Bingfield-st, Caledonian-rd, Mining Agent. Pet Nov 15. Pepys. Dec 2 at 12. Doyle & Co, Verulam-bldgs, Gray's-inn, for Taynton, Gloucester
Elphick, Wm, Brighton, Sussex, Wine Merchant. Pet Nov 15. Dec 1 at 2. Webb, Austin-friars.
Frith, Anthony Francis, Star-corner, Bermondsey, Plumber. Pet Nov 16. Murray. Dec 6 at 1. Cooke, Gresham-bldgs, Guildhall.
Frost, John, Delf-st, Bermondsey, Licensed Victualler. Pet Nov 13. Dec 8 at 2. Sykes, Founders'-hall, Swithin's-lane.
Geen, Geo, Lambeth-walk, Fruiterer. Pet Nov 16. Murray. Dec 6 at 1. Nind, Basinghall-st.
Hagmaier, Joseph Lewis, Stratford, Essex, Pork Butcher. Pet Nov 17. Dec 8 at 2. Lund, Castle-st, Holborn.
Harrison, Wm, Basted Farm, Kent, Farmer. Pet Nov 11. Dec 1 at 12. Smith & Co, Basinghall-st; Stenning, Tunbridge.
Hoad, Thos, Weymouth-st, Portland-pl, Plumber. Pet Nov 16. Dec 8 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Jermyn, Peter, Weedington-rd, Kentish-town, Grocer. Pet Nov 15. Murray. Dec 6 at 12. Barton & Drew, Fore-st.
Jessop, Geo, Kilburn-pk-rd, Tailor. Pet Nov 17. Pepys. Dec 2 at 2. Dobie, Basinghall-st.
Johnson, Hy, Gt Yarmouth, Norfolk, Smack Owner. Pet Nov 15. Murray. Dec 6 at 12. Cowdell & Grundy, Budge-row, Cannon-st.
Keeling, Wm, Walmer-ter, Kensington-pk, Boot Maker. Pet Nov 15. Dec 8 at 12. Spicer, Staple-inn.

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Layton, Geo, Littlehampstead, Herts, Licensed Victualler. Pet Nov 15. Pepys. Dec 2 at 1. Scott, Bastinghall-st.
Levoi, Abraham Levy, Douglas-rd, Canonbury, out of business. Pet Nov 15. Dec 8 at 11. Solomon, Finsbury-pl.
Mallet, John Capon, Dover, Kent, Pilot. Pet Nov 16. Pepys. Dec 2 at 1. Nichols & Co, Cook's-ct, Lincoln's-inn, for Fox, Dover.
McCarthy, Jas, Prisoner for Debt, Reading. Pet Nov 17. Pepys. Dec 9 at 11. Freeman, Bedford-row.
Menz, Hermann, Clavlands-rd, Clapham-rd, Stonemason. Pet Nov 15. Dec 1 at 2. Peverley, Gresham-bldgs, Basinghall-st.
Nicholson, Isaiah Birt, Prisoner for Debt, Reading. Adj Nov 13. Roche. Dec 8 at 11.
Nurse, Cedric, Alfred-pl, Brixton-rd, out of business. Pet Nov 15. Dec 1 at 2. Stanley, Austin-friars.
Oakley, Richd, Lundport, Hants, Draper. Pet Nov 3. Murray. Dec 6 at 1. Allen & Co, Old Jewry.
Partington, John, Royal Oak-ter, Paddington, Undertaker. Pet Nov 15. Murray. Dec 6 at 12. Hicks, Coleman-st.
Perfect, Jas Robt, Herne-Bay, Kent, House Agent. Pet Nov 17. Murray. Nov 29 at 11. Jones, East Temple-chambers, Whitefriars-st.
Price, Wm, Hackney-wick, Licensed Victualler's Manager. Pet Nov 16. Dec 8 at 12. Podmore, Union-ct, Old Broad-st.
Richardson, John, Douro cottages, St John's-wood, Railway Clerk. Pet Nov 17. Dec 8 at 2. Nind, Basinghall-st.
Scott, John, sen, Prisoner for Debt, London. Pet Nov 13 (for pau). Brougham. Dec 8 at 12. Watson, Basinghall-st.
Shippy, Arthur, Wood-st, Trimming Manufacturer. Pet Nov 12. Murray. Dec 1 at 11. Jones, Queen-st, Cheapside.
Spooner, David, West Abbey-rd, Kilburn, no business. Pet Nov 12. Dec 1 at 12. Lewis & Lewis, Ely-pl.
Stannard, Chas Dunsford, Greenwich, Kent, Oilman. Pet Nov 15. Murray. Dec 1 at 1. Peckham, Gt Knightrider-st, Doctors'-commons.
Strutt, Hy, & Edwin Strutt, Prisoners for Debt, London. Pet Nov 13 (for pau). Brougham. Dec 8 at 11. Watson, Basinghall-st.
Tidey, Wm Alfred, Prisoner for Debt, London. Pet Nov 15 (for pau). Murray. Dec 6 at 1. Edwards, Bush-lane, Cannon-st.
Tucker, Zachariah Edwin, Southampton-st, Camberwell, Firework Maker. Pet Nov 15. Pepys. Dec 2 at 1. New, Basinghall-st.
Ventham, Wm, Prisoner for Debt, London. Pet Nov 13 (for pau). Murray. Dec 6 at 11. Laurence, Lincoln's-inn-fields
Wain, Thos, Cloth-fair, Smithfield, Clothier. Pet Nov 17. Murray. Dec Dec 6 at 2. Beard, Basinghall-st.
Ward, John, Goodge-st, Tottenham-ct-rd, Printer. Pet Nov 17. Pepys. Dec 2 at 2. Hope, Ely-pl, Holborn.
Watkins, Richd, Shatton-rd, Clapton, Comm Agent. Pet Nov 16. Murray. Dec 6 at 1. Hendricks, Fen-ct, Fenchurch-st.
Windell, Jas Chitham, Brown's-lane, Spitalfields, Carpenter. Pet Nov 16. Murray. Dec 6 at 1. Godfrey, Hatton-garden.
Wright, Danl, Prince's-st, Stamford-st, Glass Manufacturer. Pet Nov 17. Dec 6 at 11. Cooke, Gresham-bldgs, Basinghall-st.
Yeulet, Geo, Finchinfield, Essex, Carrier. Pet Nov 15. Dec 8 at 12. Evans & Lang, John-st, Bedford-row.

To Surrender in the Country.

Allatt, Edwd, Castleford, York, Plumber. Pet Nov 16. Coleman. Pontefract, Dec 1 at 11. Jefferson, Pontefract.
Arrowsmith, Jas, Thornley, Durham, Innkeeper. Pet Nov 15. Greenwell. Durham, Nov 30 at 11. Salkeld, Durham.
Asher, John, Keysoe, Bedfordshire, Carrier. Pet Nov 6. Henrich. Bedford, Dec 8 (not Nov 8, as in last Gazette) at 4. Conquest & Stimson, Bedford.
Bagley, Richd, Birm, Journeyman Toolmaker. Pet Nov 15. Guest. Birm, Dec 10 at 10. Kennedy, Birm.
Balls, Stephen Robt, Norwich, Builder. Pet Nov 15. Palmer. Norwich, Nov 29 at 11. Stanley, Norwich.
Barker, Robt, South Shields, Durham, Master Mariner. Pet Nov 15. Gibson. Newcastle-upon-Tyne, Nov 29 at 12. Graham & Graham, Sunderland.
Barnes, Wm Ryley, Tamworth, Stafford, Soda Water Manufacturer. Pet Nov 15. Hill. Birm, Dec 1 at 12. James & Griffin, Birm.
Barnsdall, John Spensley, Nottingham, Painter. Pet Nov 16. Tudor. Birm, Nov 30 at 11. Enfield & Dawson, Nottingham.
Bartlett, Saml Isaac, Brighton, Sussex, out of business. Pet Nov 16 (for pau). Blaker. Lewes, Dec 10 at 12.
Beckworth, Thos, Whitwick, Leicester, Builder. Pet Nov 16. Tudor. Birm, Nov 30 at 11. Heath, Nottingham.
Birkmyer, Jas Bruce, Exeter, Artmaster. Pet Nov 18. Exeter, Dec 2 at 11. Floud, Exeter.
Bishop, John Hy, Plymouth, Devon, Shipwright. Pet Nov 12. Pearce. East Stonehouse, Dec 1 at 11. Beer & Rundle, Devonport.
Blackburn, Thos, Undercliffe, York, Stuff Warehouseman. Pet Nov 16. Bradford, Dec 3 at 9.15. Berry, Bradford.
Booth, Wm, Barnetby-le-Wold, Lincoln, Grocer. Pet Nov 16. Leeds, Dec 8 at 12. Spurr & Chambers, Hull
Boucher, Wm, Bewdley, Worcester, Chemist. Pet Nov 17. Hill. Birm, Dec 1 at 12. Corbett, Kidderminster.
Braithwaite, John, Blockhouse, Worcester, Carpenter. Pet Nov 16. Crisp. Worcester, Nov 30 at 11. Tree, Worcester.
Breedon, Thos, & Geo Breedon, King's Norton, Worcester, Builders. Pet Nov 15. Hill. Birm, Dec 1 at 12. Powell, Birm.
Bright, Wm, Prisoner for Debt, Stafford. Adj Nov 11. Hill. Birm, Dec 1 at 12. James & Griffin, Birm.
Brown, Jas, & Thos Brown, Congleton, Chester, Joiners. Pet Nov 15. Latham. Congleton, Nov 27 at 11. Cooper, Congleton.
Brown, Thos, Pickering, York, Shopkeeper. Pet Nov 18. Leeds, Dec 6 at 11. Ward & Son, Leeds.
Buckley, Wm, Royton, Lancashire, Salesman. Pet Nov 17. Tweedale. Oldham, Dec 1 at 12. Bent, Manch.
Campbell, Chas, Glastonbury, Somerset, Tailor. Pet Nov 17. Wilde. Bristol, Dec 1 at 11. Abbot & Leonard, Bristol.
Campbell, Jas, Lpool, Licensed Victualler. Pet Nov 15. Lpool, Nov 30 at 11. Evans & Lockett, Lpool.
Catchpole, Thos John, Brighton, Sussex, out of business. Pet Nov 16 (for pau). Blaker. Lewes, Dec 10 at 12.
Chapman, John, Sunderland, Durham, Butcher. Pet Nov 16. Ellis. Sunderland. Dec 2 at 11. Dixon, Sunderland.
Chesterton, Geo, Hereford, Fruit Dealer. Pet Nov 13. Reynolds. Hereford, Nov 30 at 10. Arthy, Hereford.
Child, Joseph, Eccleshill, Staffordshire, Brick Manufacturer. Pet Nov 8. Hill. Birm, Dec 1 at 12. Hand, Stafford; James & Griffin, Birm.
Cleef, Edwd Van, Brighton, Sussex, out of business. Pet Nov 16 (for pau). Blaker. Lewes, Dec 10 at 12.
Coeb, Amos, Coombe Keynes, Dorset, Brickmaker. Pet Nov 16. Filliter. Wareham, Dec 3 at 1. Howard, Weymouth.
Colbeck, Jas, Cawood, York, out of business. Pet Nov 15. Newstead. Selby, Dec 3 at 11. Harle, Leeds.
Cushen, Edwd, Ryde, Isle of Wight, Fishmonger. Pet Nov 15. Blake. Newport, Dec 1 at 11. Hooper, Newport.
Dempsey, Patrick, St Helen's, Lancashire, Provision Dealer. Pet Nov 15. Ansdell, St Helen's, Dec 1 at 11. Swift, St Helen's.
Donovan, Jas, Cardiff, Glamorganshire, Beerhouse Keeper. Pet Nov 13. Langley. Cardiff, Nov 30 at 11. Raby, Cardiff.
Eckles, Geo, Kingston-upon-Hull, Joiner. Pet Nov 6. Leeds, Dec 8 at 12. Saxelbye & Co, Hull.
Egginton, Walter, Wolverhampton, Stafford, Ironfounder. Pet Nov 16. Brown. Wolverhampton, Nov 30 at 12. Bartlett, Wolverhamptor.
Escott, Wm, Goathurst, Somerset, Tailor. Pet Nov 16. Lovibond. Bridgwater, Dec 1 at 10. Veysey, Bridgwater.
Essery, John, Devonport, Devon, Boot Maker. Pet Nov 13. Pearce. East Stonehouse, Dec 1 at 11. Beer & Rundle, Devonport.
Evans, Thos, Carmarthen, Grocer. Pet Nov 16. Wilde. Bristol, Dec 1 at 11. Abbot & Leonard, Bristol.
Evans, David, Pentre Estell, Glamorgan, Comm Agent. Pet Nov 15. Morris. Swansea, Dec 2 at 2. Morris, Swansea.
Farnill, Wm, Rotherham, York, Toy Dealer. Pet Nov 17. Newman. Rotheram, Nov 29 at 1. Whitfield, Rotheram.
Gamble, Tom, Derby, Hotel Keeper. Pet Nov 17. Tudor. Birm, Nov 30 at 11. Moody, Derby; James & Griffin, Birm.
George, Hy John, Handsworth, Staffordshire, out of business. Pet Nov 16. Guest. Birm, Dec 10 at 10. Allen, Birm.
Gossop, Thos, Shrewsbury, Salop, Boot Maker. Pet Nov 13. Peele. Shrewsbury, Dec 6 at 10.30. Morris, Shrewsbury.
Gourlay, Wm, Worthington, Cumberland, Grocer. Pet Nov 15. Waugh. Cockermouth. Dec 6 at 3. Hayton, Cockermouth.
Gray, Nathaniel, Whitehaven, Cumberland, Boot Maker. Pet Nov 15. Were. Whitehaven, Nov 30 at 11. Mason, Whitehaven.
Hancock, Alfred, Bath, Labourer. Pet Nov 13. Bath, Nov 30 at 12. McCarthy, Bath.
Hanson, John, Halifax, York, Shopkeeper. Pet Nov 15. Rankin. Halifax, Dec 3 at 10. Jubb, Halifax.
Higgins, Wm, Caerleon, Monmouth, out of business. Pet Nov 13. Roberts. Newport, Nov 30 at 1. Morgan, Newport.
Higgs, Albert, Dunstable, Bedfordshire, Grocer. Pet Nov 13. Austin Luton, Nov 30 at 11.30. Nicholson, Luton.
Hill, Jas, Bath, Bookbinder. Pet Nov 13. Bath, Nov 30 at 12. McCarthy, Bath.
Hinde, Saml Hy, Brighton, Sussex, out of business. Pet Nov 16 (for pau). Blaker. Lewes, Dec 10 at 12.
Hudspeth, Robt, Newcastle-upon-Tyne, Journeyman Joiner. Pet Nov 15. Clayton. Newcastle, Dec 4 at 10. Clavering, Newcastle-upon-Tyne.
Ideson, John, & Wm Ideson, Habergham Eaves, Lancashire, out of business. Pet Nov 16. Fardell. Manch, Dec 7 at 11. Boot & Rylance, Manch.
Igguiden, Hy, Newport, Monmouth, Commercial Traveller. Pet Nov 16. Roberts. Newport, Nov 30 at 1. Bradgate, Newport.
Jones, Wm, Lpool, Grocer. Pet Nov 16. Hime. Lpool, Nov 30 at 3. Dixon, Lpool.
Jones, Geo, Swansea, Glamorgan, Wheelwright. Pet Nov 1. Morris. Swansea, Dec 1 at 2. Smith, Swansea.
Jury, Wm Burton, Maidstone, Kent, Painter. Pet Nov 13. Scudamore. Maidstone, Nov 30 at 11. Goodwin, Maidstone.
Kendal, Wm, Manch, Merchant. Pet Nov 17. Fardell. Manch, Dec 1 at 12. Robinson, Manch.
Ker, Wm, Consett, Durham, out of business. Pet Nov 16. Booth, jun. Shotley Bridge, Dec 6 at 1. Salkeld, Durham.
Kettle, John Thos, Newcastle-upon-Tyne, Assistant Clothier. Pet Nov 17. Clayton. Newcastle-upon-Tyne, Dec 4 at 10. Joel, Newcastle-upon-Tyne.
Langdon, Robt Bourne, Dartmouth, Devon, Baker. Pet Nov 16. Bryett. Totnes, Dec 4 at 1. Windiatt, Totnes.
Lawrance, John, Manch, out of business. Pet Nov 16. Sisson. Rhyl, Dec 8 at 11. Williams, Rhyl.
Legg, Jas, Swansea, Glamorgan, Labourer. Pet Nov 3. Morris. Swansea, Dec 1 at 2. Morris, Swansea.
Lewis, Daniel, Pontywain, Monmouth, Collier. Pet Nov 17. Roberts. Newport, Nov 30 at 1. Cathcart, Newport.
Lindley, Wm, Bingham, Nottingham, Labourer. Pet Nov 16. Tudor. Birm, Nov 30 at 11. Belk, Nottingham.
Little, Geo, Lea, Hereford, Shoemaker. Pet Nov 13. Collins. Ross, Nov 25 at 12. Williams, Ross.
Morley, Wm, Hucknall Torkard, Nottingham, Cordwainer. Pet Nov 17. Patchitt. Nottingham, Dec 22 at 10.30. Smith, Nottingham.
Morris, Wm, Stratford-upon-Avon, Warwickshire, Broker. Pet Nov 12. Hobbes. Stratford-upon-Avon, Nov 27 at 10. Greves, Stratford-on-Avon.
Norfolk, Wm John Fredk, Lpool, Newspaper Proprietor. Pet Nov 15. Lpool, Dec 1 at 11. Laces & Co, Lpool.
Orton, Geo, Ashby-de-la-Zouch, Leicester, Contractor. Pet Nov 13. Dewes. Ashby-de-la-Zouch, Nov 27 at 1. Wilson, Burton-upon-Trent.
Ouston, Richd, Kingston-upon-Hull, General Broker. Pet Nov 15. Phillips. Kingston-upon-Hull, Nov 30 at 11. Eaton, Hull.
Oxley, Wm, Sheffield, Silver Cutler. Pet Nov 16. Wake. Sheffield, Dec 3 at 1. Micklethwaite, Sheffield.
Parfrey, John, Swansea, Glamorgan, Coach Builder. Pet Nov 3. Morris. Swansea, Dec 1 at 2. Morris, Swansea.
Parker, Jas Upson, Grundisburgh, Suffolk, Carpenter. Pet Nov 15. Reeve. Woodbridge, Dec 3 at 3. Pollard, Ipswich.
Parry, Wm, Llanerchymedd, Anglesey, Publican. Pet Nov 16. Dew. Llangefni, Dec 2 at 12.30. Hughes, Tregela.
Pearson, Chas, Castleford, Yorkshire, Grocer. Pet Nov 18. Leeds, Dec 6 at 11. Harle, Leeds.
Rawson, Chas, Sheffield, Agent. Pet Nov 13. Wake. Sheffield, Dec 3 at 1. Fairburn, Sheffield.

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Scott, John, Gainsborough, Lincoln, Nailmaker. Pet Nov 11. Burton. Gainsborough, Nov 29 at 11. Bladon, Gainsborough.
Scotson, Geo, Cornforth, Durham, Mason. Pet Nov 12. Greenwell. Durham, Nov 30 at 11. Marshall, jun., Durham.
Shaw, Joseph, Newcastle-upon-Tyne, out of business. Pet Nov 16. Clayton. Newcastle. Dec 4 at 10. Wallace, Newcastle-upon-Tyne.
Slater, John, Tettenhall-wood, Stafford, Market Gardener. Pet Nov 12. Brown. Wolverhampton, Nov 30 at 12. Langman, Wolverhampton.
Smyth, Thomas, Wellingore, Lincoln, Bootmaker. Pet Nov 15. Peake-Sleaford, Nov 29 at 2. Rex, Lincoln.
Stallybrass, Chas Ellah, Cardiff, Glamorganshire, Coal Merchant. Pet Nov 13. Wilde. Bristol, Nov 29 at 11. Ingledew, Cardiff; Press & Inskip, Bristol.
Tranter, Benj, Tinton, Stafford. Pet Nov 13. Walker. Dudley, Dec 2 at 12. Stokes, Dudley.
Whiteway, Wm Bartlett, Kingsteignton, Devon, no business. Pet Nov 16. Exeter, Dec 2 at 11. Fryer, Exeter.
Washington, Hy, Halifax, Yorkshire, Butcher. Pet Nov 16. Rankin. Halifax, Dec 3 at 10. Sutcliffe, Halifax.
Westell, Thos, St Ebbe, Oxford, Publican. Pet Nov 9. Dudley. Oxford, Nov 30 at 10. Edwards, Bush-lane.
Wiblin, Geo Fredk, Oxford, Butcher. Pet Nov 16. Dudley. Oxford, Dec 7 at 10. Thompson, Oxford.
Williams, Joseph, Llangoedmore, nr Cardigan, Tanner. Pet Nov 15. Wilde. Bristol, Nov 29 at 11. Mitchell, Cardigan; Henderson & Saimon, Bristol.

TUESDAY, Nov. 23, 1869.

To Surrender in London.

Aris, Wm, West Cowes, Isle of Wight, Hotel Keeper. Pet Nov 15. Pepys. Dec 9 at 2. Peacock & Co, South-sq, Gray's-inn.
Ayers, Geo Nutton, Prisoner for Debt, London. Pet Nov 17 (for pau). Brougham. Dec 6 at 1. Jay, Thanet-pl, Temple.
Barker, Wm Joseph, Prisoner for Debt, London. Pet Nov 17 (for pau). Brougham. Dec 6 at 12. Laurence, Lincoln's-inn-fields.
Barry, Rickard, Upper Berkeley-st, Portman-sq, Tailor. Pet Nov 18. Dec 6 at 12. Lovatt, King William-st.
Beckett, Mark, Prisoner for Debt, London. Pet Nov 19 (for pau). Brougham. Dec 6 at 2. Lawrence, Lincoln's-inn-fields.
Beghin, Louis Augustus, Catherine-ct, Tower-hill, Merchant. Pet Nov 17. Pepys. Dec 9 at 1. Randal, King's Bench-walk.
Carr, Hy, Tunbridge Wells, Kent, Chemist. Pet Nov 18. Dec 9 at 12. Edmunds, St Bride's-avenue, Fleet-st.
Cottrell, Wm, Prisoner for Debt, London. Pet Nov 17 (for pau). Pepys. Dec 9 at 11. Lawrence, Lincolnis-inn-fields.
Cox, Chas, Prisoner for Debt, London. Pet Nov 18 (for pau). Brougham. Dec 6 at 1. Watson, Basinghall-st.
Cutting, Nathaniel, Lauder-ter, Sydney-rd, Colney Hatch, Carpenter. Pet Nov 18. Murray. Dec 8 at 12. Abbott, Worship-st, Finsbury.
Cutts, Alfred Jas, Maxwell-cottages, Jamaica Level, Bermondsey, Journeyman Wheelwright. Pet Nov 18. Dec 6 at 12. Hicks, Coleman-st.
Davey, Ephraim, Maidenhead, Berkshire, Clerk. Pet Nov 19. Pepys. Dec 9 at 1. Spicer, Staple-inn, for Spicer, Marlow.
Dawson, Thos, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 20 at 11.
Denn, Wm Edwd, Prisoner for Debt, London. Pet Nov 17 (for pau). Murray. Dec 8 at 12. Jay, Thanet-pl, Temple.
Evans, Wm Benj, Hercules-bldgs, Lambeth, Stonemason. Pet Nov 16. Dec 8 at 1. Goatley, Bow-st, Covent-garden.
Everest, Wm Alex, Epsom, Surrey, Attorney-at-Law. Pet Nov 19. Dec 6 at 2. White, Russell-sq
Goldstein, Nathan, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 20 at 11.
Hawes, Robt, Wartling, Sussex, Farmer. Pet Nov 19. Murray. Dec 6 at 12. Tippetts & Son, Gt St Thomas the Apostle, for Coles, Eastbourne.
Hill, John, Hounslow, Middx, Confectioner. Pet Nov 19 (for pau). Pepys. Dec 9 at 2. Lawrence, Lincoln's-inn-fields.
Hunt, Joseph Mortimer, Fulham-rd, Middx, Builder. Pet Nov 19. Dec 6 at 2. Lomax, Old Bond-st.
Jennings, Fras Barnard, Ipswich, Suffolk, Attorney. Pet Nov 19. Murray. Dec 6 at 12. Grimsey, Ipswich.
Johnson, Jas, Monkwell-st, Woollen Warehouseman. Pet Nov 15. Pepys. Dec 9 at 12. Chidley, Old Jewry.
Builder, John Wm Kelson, Prisoner for Debt, London. Pet Nov 18 (for pau). Murray. Dec 8 at 1. Goatly, Bow-st, Covent Garden.
Kitchiner, Wm, Prisoner for Debt, London. Pet Nov 19 (for pau). Murray. Dec 8 at 2. Watson, Basinghall-st.
Lee, Fredk Wm, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 20 at 11.
Love, Hy Saml, Prisoner for Debt, London. Pet Nov 17 (for pau). Murray. Dec 8 at 12. Watson, Basinghall-st.
Malden, Isaac, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 20 at 11.
Mara, Wm Hy, Bramley-rd, Notting-hill, Glass Dealer. Pet Nov 19. Murray. Dec 8 at 1. Wilding, Titchborne-st, Edgware-rd.
Marks, Geo, Frederick-pl, Caledonian-rd, Metal Dealer. Pet Nov 20. Murray. Dec 8 at 2. Scarth, Welbeck-st, Cavendish-sq.
Marshall, Alex, Prisoner for Debt, London. Pet Nov 18. Dec 6 at 2. Lawrence & Co, Old Jewry-chambers.
Miller, Hy, Tavistock-row, Covent-garden, Potatoe Salesman. Pet Nov 18. Pepys. Dec 9 at 11. Wright, Chancery-lane.
Moore, Hy, Bury-ct, St Mary Axe, Paper Manufacturer. Pet Nov 18. Pepys. Dec 9 at 12. Moss, Gracechurch-st.
Oppen, Wm Augustus Edwd, Prisoner for Debt, London. Pet Nov 17. (for pau). Pepys. Dec 9 at 12. Watson, Basinghall-st.
Read, Wm, Well-st, Camberwell, out of business. Pet Nov 18. Pepys. Dec 9 at 1. Godfrey, Hatton-garden.
Robinson, Jas Nicholas, Skinner-st, Lithographic Printer. Pet Nov 18. Murray. Dec 8 at 12. Godfrey, Hatton-garden.
Rutter, Geo, Prisoner for Debt, London. Pet Nov 19 (for pau). Pepys. Dec 9 at 1. Goatley, Bow-st, Covent-garden.
Rutter, Jas, Prisoner for Debt, London. Pet Nov 19 (for pau). Murray. Dec 8 at 2. Goatley, Bow-st, Covent-garden.
Ryett, Thos Lamdin, Prisoner for Debt, London. Pet Nov 17 (for pau). Brougham. Dec 6 at 12. Jay, Thanet-pl, Temple.
Sale, David, Devonshire-st, Queen-sq, Builder. Pet Nov 17. Dec 6 at 11. Taylor, King's-rd, Bedford-row.
Sanders, Geo Nicholas, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 20 at 11.
Sawyer, Richd, Prisoner for Debt, London. Pet Nov 17 (for pau). Murray. Dec 8 at 11. Laurence, Lincoln's-inn-fields.
Shea, Thos Hy, Prisoner for Debt, London. Pet Nov 18. Brougham. Dec 6 at 1. Lawrence, Lincoln's-inn-fields.
Sparks, John, Prisoner for Debt, London. Pet Nov 17 (for pau). Murray. Dec 8 at 11. Laurence, Lincoln's-inn-fields.
Stubbs, Richd, Prisoner for Debt, London. Adj Nov 18 (for pau). Murray. Dec 8 at 1. Watson, Basinghall-st.
Stunden, Thos Friend, Prisoner for Debt, London. Pet Nov 19 (for pau). Brougham. Dec 6 at 2. Harrison, Basinghall-st.
Teece, Hy, Prisoner for Debt, London. Pet Nov 19 (for pau). Murray. Dec 8 at 2. Laurence, Lincoln's-inn-fields.
Tidy, Wm Whitworth, Maiden-lane, Covent-garden, Licensed Victualler. Pet Nov 18. Dec 6 at 12. Harrison, Basinghall-st.
Townsend, John, Prisoner for Debt, London. Pet Nov 18 (for pau). Murray. Dec 8 at 1. Goatly, Bow-st, Covent-garden.
Wallarge, Wm Pollard, Linton-st South, Islington, Bootmaker. Pet Nov 18. Murray. Dec 8 at 1. Cooper, Lincoln's-inn-fields.
Warne, Jas, North-st, Knightsbridge, Dairyman. Pet Nov 17. Dec 6 at 11. Marshall, Lincoln's-inn-fields.
Wharton, Emmanuel, West Drayton, Middlesex, out of business. Pet Nov 18. Murray. Dec 8 at 12. Pittman, Stamford-st.
Wilson, Joseph Thos, Newman-st, Oxford-st, Journeyman Carpenter. Pet Nov 18. Murray. Dec 8 at 12. Pullen, Cloisters, Temple.
Young, Wm Christie, Prisoner for Debt, London. Pet Nov 18 (for pau). Pepys. Dec 10 at 11. Watson, Basinghall-st.

To Surrender in the Country.

Aikin, Fras, Heigham, Norwich, Tea Dealer. Pet Nov 19. Palmer. Norwich, Dec 6 at 11. Sadd, Norwich.
Andrew, Wm, Stalybridge, Lancashire, out of business. Pet Nov 18. Fardell. Manch, Dec 9 at 11. Law, Manch.
Bailey, Timothy, Prisoner for Debt, Bristol. Pet Nov 11 (for pau). Harley. Bristol, Dec 3 at 12.
Barker, Chas, Kingston-upon-Hull, Bootmaker. Pet Nov 20. Phillips. Kingston-upon-Hull, Dec 4 at 11. Summers, Hull.
Barrow, Thos, Blackburn, Lancashire, Journeyman Brewer. Pet Nov 19. Eastham. Clitheroe, Dec 3 at 10. Hall, Blackburn.
Bayliss, Saml. Birm, Journeyman Baker. Pet Nov 18. Guest. Birm, Dec 10 at 10. Duke, Birm.
Bean, John, York, Bootmaker. Pet Nov 18. Perkins. York, Dec 7 at 11. Anderson, York.
Beardsley, Godfrey, Ilkeston, Derby, Lacemaker. Pet Nov 18. Ingle. Belper, Dec 9 at 12.
Bell, Thos, Lymm, Cheshire, Joiner. Pet Nov 2. Nicholson. Warrington, Dec 9 at 1. Fletcher, Northwich.
Belsten, Jas, Prisoner for Debt, Bristol. Pet Nov 3 (for pau). Harley. Bristol, Dec 3 at 12.
Belsten, Wm, Prisoner for Debt, Bristol. Pet Nov 13 (for pau). Harley. Bristol, Dec 3 at 12.
Block, Thos, Cheshire, out of business. Pet Nov 17. Fardell. Manch, Dec 8 at 12. Grundy & Coulson, Manch.
Bridge, John, Worcestershire, out of business. Pet Nov 18. Crisp. Worcestershire, Dec 7 at 11. Wilson, Worcestershire.
Brotherton, Theophilus, Manch, Comm Agent. Pet Nov 20. Macrae. Manch, Dec 16 at 12. Leigh, Manch.
Browning, Wm, Prisoner for Debt, Bristol. Pet Nov 13 (for pau). Harley. Bristol, Dec 3 at 12.
Bruce, Wm Wallace, Prisoner for Debt, Lancaster. Adj Nov 17. Lpool, Dec 3 at 11.
Buchanan, Norman Wm, Hastings, Sussex, Hair Dresser. Pet Nov 20. Young. Hastings, Dec 4 at 11. Philbrick, Hastings.
Buckley, Robt, Oldham, Lancashire, Waste Dealer. Pet Nov 18. Tweedale. Oldham, Dec 6 at 12. Ascroft, Oldham.
Burgess, Geo, Folkestone, Kent, Beer Retailer. Pet Nov 16. Brockman. Folkestone, Dec 6 at 3. Minter, Folkestone.
Connell, Peter, Manch, Baker. Pet Nov 20. Macrae. Manch, Dec 3 at 11. Marsland & Addleshaw, Manch.
Cooper, Jas, Chesterfield, Derbyshire, out of business. Pet Nov 16. Wake. Chesterfield, Dec 7 at 11. Cutts, Chesterfield.
Cooper, Richd, Monkwearmouth, Durham, Licensed Victualler. Pet Nov 18. Ellis. Sunderland, Dec 6 at 11. Barker, Sunderland.
Cope, Wm. Birm, General Caster. Pet Nov 19. Guest. Birm, Dec 10 at 10. Jaques, Birm.
Cowley, Jas, King's Mills, Leicestershire, Millwright. Pet Nov 10. Weller. Derby, Dec 8 at 12. Heath, Derby.
Crompton, John, Talk-on-the-Hill, Staffordshire, Retailer of Beer. Pet Nov 17. Slaney. Newcastle-under-Lyme, Dec 4 at 11. Sherratt, Talk-on-the-Hill.
Crowther, Wm, Huddersfield, Yorkshire, Woollen Manufacturer. Pet Nov 17. Jones. Huddersfield, Dec 13 at 10. Sykes, Huddersfield.
Currie, Jas, Askham, Lancashire, Grocer. Pet Nov 13. Postlethwaite. Ulverston, Dec 6 at 10. Jackson, Ulverston.
Davy, Wm Wellington, Beccles, Suffolk, Plumber. Pet Nov 19. Fiske. Beccles. Dec 7 at 10. Kent, Beccles.
De Frece, Hy, & Maurice De Frece, Lpool, Music Hall Managers. Pet Nov 19. Hill. Birm, Dec 8 at 12. Hodgson & Son, Birm.
Dunham, Danl. Harpenden, Herts, Baker. Pet Nov 18. Blagg. St Albans, Dec 6 at 2. Hicks, Coleman-st.
Edwards, Zachariah, Barnstaple, Devon, Post Boy. Pet Nov 19. Barnstaple, Dec 7 at 12. Thorne, Barnstaple.
Ford, Jas, Prisoner for Debt, Bristol. Pet Nov 11 (for pau). Harley. Bristol. Dec 3 at 12.
Fraser, Donald, Neath, Glamorgan, Coach Builder. Pet Nov 18. Morgan. Neath, Dec 6 at 11. Morris, Swansea.
Furniss, Joseph, Sheffield, Journeyman Butcher. Pet Nov 18. Wake. Sheffield, Dec 3 at 1. Micklethwaite, Sheffield.
Fussell, John Fredk, Prisoner for Debt, Bristol. Pet Nov 11 (for pau). Harley. Bristol, Dec 3 at 12.
Gibson, Wm, South Ferriby, Lincoln, Grocer. Pet Nov 17. Brown. Barton-on-Humber, Dec 15 at 11. Mason, Barton-on-Humber.
Haigh, Joseph Lees, Oldham, Lancashire, Grocer. Pet Nov 20. Tweedale. Oldham, Dec 8 at 12. Mellor, Oldham.
Harding, Robt, Manch, Comm Agent. Pet Nov 20. Fardell. Manch, Dec 6 at 11. Leigh, Manch,
Heath, John, Walsall, Stafford, Puddler. Pet Nov 19. Walsall, Dec 10 at 12. Glover, Walsall.

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Henson, Thos, Stow-in-Threekingham, Lincoln, Farmer. Pet Nov 19. Tudor. Birm, Dec 7 at 11. Maples, Nottingham.
Hern, Eleanor, Lapford, Devon, Draper. Pet Nov 16. Sparkes. Crediton, Dec 1 at 2. Fulford, North Tawton.
Hewitt, Wm Hope, Upper Bangor, Carnarvon, Attorney. Pet Nov 17. Jones. Bangor, Dec 8 at 11. Foulkes, Bangor.
Hills, John, Harwood-rd, Fulham, out of business. Pet Nov 16 (for pau). Blaker. Lewes, Dec 10 at 12.
Hodgson, John, Sewerby-cum-Marton, Yorkshire, Gardener. Pet Nov 20. Harland. Bridlington, Dec 4 at 10. Richardson, Bridlington.
Hood, Wm, Seaham Harbour, Hosier. Pet Nov 19. Wright. Seaham Harbour, Dec 6 at 12. Dixon, Sunderland.
Jones, Jas, Neath, Glamorgan, Grocer. Pet Nov 19. Wilde. Bristol, Dec 3 at 11. Thomas, Neath; Abbott & Leonard, Bristol.
Kellett, Wm, & Wm Craven, Bradford, Yorkshire, Stuff Manufacturers. Pet Nov 19. Leeds, Dec 6 at 11. Watson & Dickons, Bradford; Bond & Barwick, Leeds.
Kerr, Jas, Claypath Durham, Publican. Pet Nov 17. Greenwell. Durham, Dec 6 at 11. Marshall, jun, Durham.
King, Joseph, Brighton, Sussex, Grocer. Pet Nov 15. Evershed. Brighton, Dec 4 at 11. Lamb, Brighton.
Matthews, Edwd, Copthorne, Devon, Cordwainer. Pet Nov 15. White. Launceston, Dec 4 at 2. Bray, Stratton.
Morgan, Geo Turner, Prisoner for Debt, Gloucester. Pet Nov 11 (for pau). Harley. Bristol, Dec 3 at 12.
Moss, Benj Woolf, Portsea, Hants, out of business. Pet Nov 17. Howard. Portsmouth, Dec 16 at 12. Champ, Portsea.
Mycroft, Geo, Binnington Common, Derby, Farmer. Pet Nov 19 Wake. Chesterfield, Dec 7 at 11. Gee, Chesterfield.
Organ, Hy, Barton Front-ter. Gloucester, Haulier. Pet Nov 19. Wilton. Gloucester, Dec 4 at 12. Cooke, Gloucester.
Osborn, Wm, Michael, West Cowes, Isle of Wight, Cooper. Pet Nov 18. Blake. Newport, Dec 4 at 11. Beckingsale, Newport.
Parker, Wm, Nottingham, Fishmonger. Pet Nov 19. Patchitt. Nottingham, Dec 2 at 10.30. Cranch, Nottingham.
Pitman, Hugh John, Derby, Painter. Pet Nov 12. Weller. Derby, Dec 8 at 12. Briggs, Derby.
Powell, Richd, & Richd Penny, Widnes, Lancaster, Chemical Manufacturers. Pet Nov 15. Lpool, Dec 6 at 11. Etty, Lpool.
Powell, Joseph Danl, Biddestone, Wilts, Shoe Maker. Pet Nov 17. Chippenham, Dec 3 at 10. McCarthy, Frome.
Renshaw, Saml, Barugh, York, Innkeeper. Pet Nov 17. Bury. Barnsley, Dec 4 at 11. Freeman, Huddersfield.
Rigby, Wm, Waterloo, Lancashire, out of business. Pet Nov 19. Hime. Lpool, Dec 6 at 3. Ritson, Lpool.
Roberts, John, Llandrindod, Radnor. Pet Nov 19. Hill. Birm, Dec 8 at 12. Hodgson & Son, Birm.
Robinson, Wm, Fulstow, Lincoln, Schoolmaster. Pet Nov 17. Waite. Louth, Dec 4 at 11. Hall.
Robshaw, John, Dewsbury, Yorkshire, Bootmaker. Pet Nov 18. Nelson. Dewsbury, Dec 9 at 3. Scholes & Brearey, Dewsbury.
Sargeant, Edwd, Darlington, Durham, Labourer. Pet Nov 16. Bowes. Darlington, Dec 3 at 10. Nixon, Darlington.
Scott, Wm, Lpool, Plumber. Pet Nov 20. Hime. Lpool, Dec 6 at 3. Blackhurst, Lpool.
Scott, John, Chesterfield, Derbyshire, Journeyman Joiner. Pet Nov 16. Wake. Chesterfield, Dec 7 at 11. Cutts, Chesterfield.
Searle, Harriett, Prisoner for Debt, Devon. Adj Nov 18. Pidsley. Newton Abbot, Dec 4 at 11. Francis & Baker, Newton-Abbot.
Senior, Geo, Ossett, Yorkshire, Rag Dealer. Pet Nov 19. Nelson. Dewsbury, Dec 9 at 3. Ibberson, Dewsbury.
Slade, John Hapsey, East Stonehouse, Devonshire, Painter. Pet Nov 20. Pearce. East Stonehouse, Dec 4 at 11. Greenway & Adams, Plymouth.
Spittle, Wm, Brierley-hill, Staffordshire, Innkeeper. Pet Sept 2. Tudor. Birm, Dec 3 at 12. Homfray & Holberton, Brierley-hill; Allen, Birm.
Taylor, Geo, Whittleburry, Northamptonshire, Schoolmaster. Pet Nov 17. Whitton. Towcester, Dec 6 at 10. White, Northamptonshire.
Thatcher, Chas, Salisbury, Wilts, Eating-house Keeper. Pet Nov 17. Wilson. Salisbury, Dec 4 at 12. Hodding, Salisbury.
Thornton, Joseph, Huddersfield, Yorkshire, Greengrocer. Pet Nov 15, Jones. Huddersfield, Dec 31 at 10. Sykes, Huddersfield.
Townsend, Wm, Brighton, Sussex, Tailor. Pet Nov 16. Evershed. Brighton, Dec 4 at 11. Penfold, Brighton.
Travis, Wm Thos, Tipton, Staffordshire, Solicitor. Pet Nov 19. Hill. Birm, Dec 8 at 12. James & Griffin, Birm.
Walker, Joseph, Buttershaw, Yorkshire, Beerhouse Keeper. Pet Nov 19. Leeds, Dec 6 at 11. Mumford, Bradford; Bond & Barwick, Leeds.
Wallington, Thos, Wotton Ville, Gloucestershire, Grocer. Pet Nov 18. Wilton. Gloucester, Dec 4 at 12. Cooke, Gloucester.
Ward, Wm, Huddersfield, Yorkshire, Licensed Victualler. Pet Oct 12. Jones. Huddersfield, Dec 13 at 10. Sykes, Huddersfield.
White, Peter, Prisoner for Debt, Walton. Adj Sept 18. Lpool, Dec 3 at 11.
Whiteley, Jas, Dewsbury, Yorkshire, out of business. Pet Nov 19. Nelson. Dewsbury, Dec 9 at 3. Ibberson, Dewsbury.
Whittard, Hy, Bristol, Second-hand Clothes Dealer. Pet Nov 18. Harley. Bristol, Dec 3 at 12. Miller.
Willey, Josiah, Bristol, Surgeon. Pet Nov 17. Harley. Bristol, Dec 3 at 12. Taddy.
Withers, John, Bristol, Sawyer. Pet Nov 19. Harley. Bristol, Dec 3 at 12. Alman.
Wyatt, Jas, Bedworth, Warwickshire, Retail Beerseller. Pet Nov 16. Dewes. Nuneaton, Dec 4 at 11. Creddock, Nuneaton.
Wynne, John, Bristol, Clerk. Pet Nov 15. Harley. Bristol, Dec 3 at 12. Taddy.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 19, 1869.

Burke, Alfred, Appleford-rd, Upper Westbourne-pk, Builder. Nov 18.
Davies, Thos, Ebbw Vale, Monmouth, Grocer. Nov 17.
Graveley, Herbert, Upper Tooting, Surrey, Cabinet Maker. Nov 17.
Muriel, Rev Edwd Morley, Ruckinge, Kent, Rector. Nov 8.
Taylor, Peter, Manch, Bookkeeper. Nov 11.

TUESDAY, Nov. 23, 1869.

Jones, John, Narberth, Pembroke, Flour Merchant. Oct 15.
Paris, Eugenia Louisa, Southport, Lancashire, Lodging House Keeper. Nov 14.
Winch, Jas, Oxford, out of business. Nov 12.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

THE LONDON JOINT-STOCK BANK.

NOTICE is HEREBY GIVEN, That the next General Meeting of the Shareholders of this Company will be held in the Board Room of the Bank, in Princes-street, Mansion House, on Thursday, the 20th day of January next, at 12 o'clock precisely, to receive the Report of the Directors and announcement of Dividend, and to elect four Directors in the place of Wm. Bird, Esq., Ald. Sir J. Duke, Bart., J. S. Oxley, Esq., and F. Rodewald, Esq., who will on that day go out of office in conformity with the provisions of the Deed of Settlement, all of whom being eligible offer themselves for re-election.

Notice is also given, That any qualified shareholder intending to become a candidate for the office of director, must give notice in writing of such intention at this office, at least thirty clear days previous to the said day of election.

And Notice is further given, That the Transfer Books of the Bank will be closed on Friday, the 31st December, and will remain so until Monday, the 10th day of January.

By order of the Board,
THOMAS BURROWES, Secretary.

Princes-street, London, 25th November, 1869.

Whitechapel.—A Half-share in an exceedingly important Freehold Estate in this commanding business position, which will, at the expiration of the present leases, produce an estimated rack rental of £350 per annum.

MESSRS. WILSON BROTHERS are favoured with instructions to SELL by AUCTION, at the NEW AUCTION MART, Tokenhouse-yard, City of London, on THURSDAY, DECEMBER 9th, at TWELVE for ONE precisely, a MOIETY or HALF-SHARE of the exceedingly valuable FREEHOLD BUSINESS PREMISES, comprising No. 71, High-street, Whitechapel; No. 1, Church-lane, Whitechapel; the St. George public-house, Church-lane aforesaid; and No. 6, Spectacle-alley; the whole let much below its value, and at present producing a net rental of £207 per annum, which will increase in seven years to £227 per annum, and, at the expiration of the present leases, will realize an estimated rack rental of £350 per annum. The tenants have, within the last few months, expended a very large amount on rebuilding and improvements. May be viewed by leave of the tenants, and particulars, with plans and conditions of sale, may be obtained on the premises; at the Auction Mart; or

W. HINE HAYCOCK, Esq., Solicitor, No. 4, College-hill, Cannon-street, E.C.;

and at the offices of the Auctioneers, 17, South Audley-street, Grosvenor-square, W.

ROYAL POLYTECHNIC. — Professor Pepper's Lecture daily at 3 and 8, except Tuesday and Thursday Evenings, "ON THE TENTOONSTELLING OF AMSTERDAM."—The "GREAT INDUCTION COIL," by J. L. King, Esq.—Entertainment, Musical and Mimetic, by the Brothers Wardroper, entitled "PECULIAR PEOPLE OF THE PERIOD."—Herr Angyalphi, the Hungarian Baritone; and the Electric Organ by Herr Schalkenbach, daily at 2 and 7.15.—The Maximilian authenticated Relics, and very fine full-length portraits of the late Emperor, and also of the Empress, now on view, 6d. extra.—Shortly, "THE MYSTERIES OF UDOLPHO," with a multitude of Spectral Figures, produced by entirely New Optical Arrangements. The Brothers Wardroper will unfold the horrors of the situation.

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All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, DECEMBER 4, 1869.

THE CURRENT NUMBER of the *Weekly Reporter* contains a report of Vice-Chancellor James's late decision in the case of the Family Endowment Society, one of the many companies absorbed by the Albert. In this case an annuitant of the Family Endowment Society, who had been receiving payment of his annuity from the Albert ever since the amalgamation in 1861, petitioned as a creditor of the Family Endowment Society to wind up the latter company. It was thus necessary for the Vice-Chancellor to decide, *in limine*, the question whether or no the annuitant should be taken as having adopted the substituted liability of the Albert, because if he were held to have done so he would be no creditor of the Family Endowment, and would have no *locus standi* to wind it up. The Vice-Chancellor said that the annuitant had done no more than simply present himself to receive his money and give a receipt, and that did not amount to any adoption of the Albert Company in place of the other, or any recognition of any substituted contract, with or by the Albert. The case of an annuitant is not so strong as that of a policyholder, for the obvious reason that the receipt of money is less evidence of recognition as against the recipient than payment is as against the payer. A man is glad to receive his money from anyone who comes forward to pay him, and is not likely to spend much pains in questioning the *status* of anyone who offers to do so. But we apprehend from the tone of Vice-Chancellor James's remarks that he would not incline to consider the payment of premiums as much evidence of adoption. It is stated that the decision is to be appealed. The question as between the policyholders and their original companies is an important one, not only to such policyholders, but also to the original policyholders in the Albert. It is, of course, the interest of the latter that as many as possible of the others should be shifted on to the other societies.

Our own view as regards this question has been that in the majority of cases the policyholders should be considered as having adopted the substituted liability of the new company, and we believe that if their notions on the subject could have been taken twelve months ago by some competent clairvoyant, it would be found that almost all of them looked to the new company as the responsible party and were forgetting all about their original societies. And yet it is quite possible that after the new company has failed many of them may honestly persuade themselves that their intentions were quite the other way. Vice-Chancellor James, however, would probably hold that in general no sufficient evidence of an adoption had been adduced.

Some assurance companies have inserted in their deeds of settlement a clause providing for a transfer of the business to some other society upon a dissolution, and it has been held repeatedly that those who insure with a society must be taken as having notice of the terms of its deed of settlement. If, therefore, any of the societies absorbed by the Albert had such a proviso in their deeds of settlement, it would appear that it would be fatal to any claims now made upon them by their original policyholders. At least to that effect is the decision of Lord Romilly in the case of the *Waterloo Life, &c., Assurance Company*, 33 Beav. 542. In that case the business of the Waterloo Company was transferred to the British Nation and the former company wound up, and Lord Romilly refused to allow policyholders of the Waterloo to prove under the winding up.

THE TIPPERARY ELECTION still continues to occupy a large space in public attention, and all sorts of contradictory theories have been promulgated during the last week as to the *status* of a convicted felon, and the possibility of his being "duly" elected a member of the House of Commons. "It is not clear," we were told in the Dublin correspondence of the *Times* of Thursday, "that Rossa is disqualified by his conviction, inasmuch as there was no attainder against him." There is no doubt a great difference between attainder and conviction; but, at the same time, there is no reason why conviction for a felony should not alone effectually disqualify a man from exercising the serious public duties of a member of the Legislature. "It is the law of Parliament," said Lord John Russell, in his speech on the case of Smith O'Brien (Hansard, vol. 105, p. 670), "that a person *guilty* of high treason or felony is incapable of sitting in this House." And this statement, we believe, will prove to be substantially accurate. Smith O'Brien, it is true, was convicted of high treason under the statute of Edw. 3, and, therefore, the judgment of death pronounced upon him involved an attainder. But the House does not seem to have considered that circumstance material, for a suggestion by Sir F. Thesiger (the present Lord Chelmsford) that a resolution should be passed declaring that Smith O'Brien had been "attainted" as well as "convicted" of high treason, was not adopted, and eventually it was simply declared that "it appears that Smith O'Brien has been *adjudged guilty* of high treason." It must be admitted, however, that there is a distinction between the cases of O'Brien and Rossa. A man "adjudged guilty" of high treason, or a capital felony, is, it may be contended, thereby *attainted*; whilst a man guilty of a felony, not punishable with death, is not. In Lord Coke's time all felonies were (apart from "benefit of clergy") capital, and therefore involved the attainder of the criminal and the forfeiture of his lands and goods. He was, in fact, "civiliter mortuus," incapable of performing any of the duties or of enjoying any of the rights of a citizen. A *convicted* felon and an *attainted* felon, were, therefore, practically synonymous. This is no longer so, inasmuch as few felonies are now punishable with death, and none, except treason and murder, are accompanied by absolute forfeiture of lands (see 54 Geo. 3, c. 145). But a "felon" is a felon still, though relieved of the old common law penalty on his offence, and as such is under many civil disabilities. Thus, in *Roberts* v. *Walker* (1 Russ. & M. 752), it was held that whilst the sentence of a felon, *against whom judgment of death had not been recorded*, was running out, he could not make a title to *goods* of any description, and, again, it was laid down in *R.* v. *Burridge* (3 P. Wms. 439) that one *convicted* (not attainted) of felony within benefit of clergy—*i.e.*, one on whom judgment of death did not pass, remained a "felon" until the sentence passed on him had expired.

Although, therefore, Rossa has only been convicted and not attainted of felony, under the Treason-Felony Act (11 Vict. c. 12), we believe the election judge will hold him disqualified from being elected a member of Parliament. But whether this be so or not is really unimportant, for if any doubt should exist on the subject, the House of Commons will be able to remove the difficulty by a resolution expelling the convict as unfit to perform, as, indeed, whilst under sentence he is physically incapable of performing the duties of a legislator. Such a resolution will, we presume, be immediately passed in the not very probable event of the somewhat

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technical distinction between a convicted and an attainted felon being held to be substantial.

THE ADDITION OF THREE to the number of the common law judges was, in our opinion, a useful measure, and the experience of the last week certainly shows that, even leaving entirely out of consideration the special and heavy, but intermittent, work arising out of election petitions, there is at certain times of the year more than enough work for the present staff. It is in the ten days or so next after the expiration of term, that the want of judges is especially felt. The sittings in Error then take place, and less than six judges certainly cannot be considered to form a sufficient court for reversing the decisions of four other judges of equal, or it may chance to be, of superior judicial reputation. At the same time come the only Nisi Prius sittings, at which Middlesex special jury cases are tried, and the state of the lists is generally such as to make it desirable to have two judges sitting at Nisi Prius for each court. The Exchequer frequently get through their list with only one judge sitting for the greater part of the time, especially if the one judge happens to be Baron Martin, but then, as against this, the Queen's Bench would scarcely get through their Nisi Prius list, even with three judges sitting. Then, again, it seldom happens that the Crown, Special, and New Trial Papers, are so cleared off in term, that it can be considered satisfactory to leave them as they are until the next term, and to have no sittings in Banco between the terms. About this time of year also come the winter circuits, which take six judges from town. We believe it has been usual for them to delay their departure until after the conclusion of the sittings of Exchequer Chamber. This year, however, some of them have started earlier; we do not know whether in consequence of heavier business at the Assizes, or because they imagined that owing to the increased number of judges, their presence in London would not be required. The consequence, however, is that none of the courts have been able to hold post-terminal sittings for more than a few hours, and the sittings of the Exchequer Chamber have been so short and unsatisfactory that they have utterly failed to dispose of the lists of cases in Error. There were twelve cases set down in Error from the Queen's Bench, of which four only have been heard. In Error from the Common Pleas there was an important case, which had been argued at previous sittings, but in which judgment ought to have been given. It was, however, impossible even to collect the opinions of the judges who had heard the case, so that judgment might be given. There were here only three cases set down for argument, and of these two were heard and one part heard. The Court, however, which sat was scarcely a satisfactory one, consisting of the four judges of the Exchequer, who have habitually sat in Banco during the past term, with the assistance of Mr. Justice Mellor to represent the Queen's Bench. If this Court had happened to reverse by a majority only, or even unanimously, a unanimous judgment of four judges in the Common Pleas, no one could have thought the result satisfactory. We believe, however, that the judgment of the Court below is only likely to be reversed in one case, and that was a judgment of two judges only. In error from the Exchequer, there was, besides an important revenue case, a list of seven other cases. No Court at all could be formed to hear these cases, and so they all stand over till February. All this time, of course, sittings, at Nisi Prius have been held, but with every prospect of many remanets being left at the end of the sittings, at all events, in the Queen's Bench and Common Pleas. Of course, much of the inconvenience is due to present deficiency of judges in the Queen's Bench, and that, we hope we may say, is temporary only. The lamented death of Mr. Justice Hayes causes one vacancy, which, notwithstanding the conduct of the Government in not filling up vacancies in other judicial offices, must, we think, be merely temporary. Whatever could be said in favour of having only seventeen judges instead of eighteen, a question we need not now discuss at length, it would be simply absurd that the Queen's Bench, with by far the most work, should have one less judge than the other courts. Nor would the absurdity be the less if the somewhat eccentric suggestion of the *Times* were carried out, and Mr. Commissioner Bacon were appointed to the vacant office, continuing to perform the duties of Chief Judge in Bankruptcy, and not those of a judge of the Queen's Bench; a course which, inasmuch as it would be a deserved promotion of Mr. Bacon to an honourable and dignified position, would be satisfactory to every member of the profession, though its probable effect on the business of the court would be thought quite the reverse of satisfactory. Then, again, not only has the Queen's Bench been deprived of one judge by death, but Mr. Justice Hannen has been temporarily absent, owing to a sad domestic affliction, and Mr. Justice Lush was the first of all the judges by several days in starting for the winter circuit. The mischief to suitors, therefore, has been caused partly by the absolute insufficiency of the number of available judges for the work requiring to be done at the same time, but more by the deficiency happening in one court; and the conclusion is that while great advantages might accrue to suitors from the late increase in the number of judges, and in the maintenance of that increased number, yet without further powers of arranging the work much of the advantage is lost. Although a Court could not be found for hearing Errors from the Exchequer, yet as the judges of the Exchequer were comparatively disengaged, there would have been no difficulty in continuing the sittings in Error from the Queen's Bench for, say, three days longer, in which time some real way would have been made with the list. Of course, however, this could not be done, as three days only had been appointed. We have frequently advocated a power of transfer of cases from one court to another, which also would tend to prevent the delays, which now occur. It is true we are promised something very comprehensive as the result of the Judicature Commission, but from all we can see we shall not get it much before the New Law Courts. When so simple an expedient would give real temporary relief, there is no reason why we should not have it at once.

It must be remembered that the block upon which we have been commenting happened at a time when the amount of original or new business in the common law courts is smaller than it has been for years. This result itself is probably due in great measure to the difficulties which suitors have hitherto met in getting their cases disposed of, though no doubt other causes contribute to the result. Whether the decrease of litigation be thought by the public in general to be a benefit to the nation or not, at all events it cannot be a benefit that litigation should decrease owing to the incapacity of the national tribunals to satisfy intending litigants.

A CASE OF *Begbie* v. *Fenwick*, before Lord Justice Giffard yesterday, elicited the existence of a practice in one, at least, of the Vice-Chancellor's Chambers, which his Lordship thought should at once be varied. It appeared that a "note" had been made in the chief clerk's book, which had been held to be binding on the parties by the Vice-Chancellor; and proceedings occupying many days had taken place thereon, notwithstanding the protest of one of the parties that the note did not correctly represent an agreement come to. His Lordship decided that the chief clerk's note was not binding as an agreement, it not having been signed by the parties, and expressed his strong desire that, in future, whenever it was intended that parties should be absolutely bound by a "note" of the chief clerk, so as to be precluded from taking exception to it, each of the chief clerks should take the precaution of having it signed by the parties whom it was sought to bind. It

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is for the benefit of the legal profession generally that his Lordship's desire should, at the earliest moment, be made known, in order that similar inconvenience to that which has arisen in the case under notice may be avoided in the future.

IN A NEWSPAPER ACCOUNT of the late half-yearly meeting of the Incorporated Society of Solicitors and Attorneys of Ireland the report of the society is stated to contain a passage in which the members are informed that the council had abandoned the movement for the abolition of the certificate duty, owing to the adverse opinion of the English solicitors and attorneys. If this means that the English solicitors and attorneys have ceased to desire the abolition of that vexatious impost, or determined to abandon all hope of its repeal, the assertion is founded in a mistake.

THE FAMINE OF JUDGES.

"My son," said the great Chancellor of Sweden, "it is marvellous with how little wisdom the world is governed." If the speaker had lived in these days and this country, he would not have failed to deduce an apt illustration of his famous maxim from the present action of our leading journal upon what may fitly be denominated "the judicial question." We have not seldom found it our duty to call public attention to the reckless ignorance displayed by the *Times* in writing upon legal matters, and the latest effusion of this kind is not less remarkable than any of its predecessors. In commenting upon the lamented death of Mr. Justice Hayes, the *Times** gives to light a project not perhaps so absurd in itself as in the reasoning by which it is attempted to be supported. This notable scheme is shortly this—that, inasmuch as by the new Bankruptcy Act the future Chief Judges in Bankruptcy are to be selected from the ranks of the Bench, at common law or in equity, (the *Times*, with careful inaccuracy, says he is to be "a common law judge,") and, as there is now a vacancy in the Court of Queen's Bench, it would be desirable to adopt the converse rule, and promote to that vacancy the present Chief Judge in Bankruptcy. The only thing which this project has to recommend it is that it would secure a proper recognition of Mr. Bacon's undoubted merits both in the matter of *status* and of salary, but, as the Lord Chancellor promised in the House of Lords, as explicitly as any Cabinet Minister can be reasonably expected to promise anything, that this should be done at any rate, under the discretionary powers vested in the Government by the Act, it is perhaps not a sufficient ground for perpetuating the present crippled condition of the Common Law Bench.

But when we come to consider the grounds upon which this notable scheme is advocated, we are fairly astounded at the ignorance or audacity, or both, which the writer displays. In the first place, it is coolly assumed, as the groundwork of the whole case, that the late increase of the Common Law Bench was necessitated simply and solely by the Bribery Act, and that when, as now, election petitions are few or none the old fifteen judges would be amply sufficient for the requirements of the courts. The facts are, as must be well known to everyone of our readers, that for years there has been an ever-increasing demand for more judges, not only from the courts themselves, but from every law association and chamber of commerce in the kingdom, and that the extra duty thrown upon the judges by the Act in question only determined the time and form at and in which the inevitable increase took place. For years the columns of this journal have been occupied from time to time with the discussion of schemes of various kinds and from various sources for the redistribution of business so as to reduce the admitted want of judicial power to a minimum, but none of such schemes seemed to find any favour either with the profession or the country, and the cry for more judges was reiterated year by year with greater vehemence, at almost every meeting of any of the great legal or commercial bodies either in London or in the provinces. It is, therefore, a manifest absurdity to say that there is anything in the fact that a particular opportunity was taken advantage of to combine with the necessary increase of judicial force an extension—by no means correlative—in judicial duty, which would justify the course suggested by the *Times*.

That some such course as this will probably be adopted there is but too much reason to fear. We can hardly expect that those who can see and hear unmoved the frightful delays and indignant complaints caused by the present state of the Bench in Scotland and Ireland will be restrained from inflicting a similar, but greatly lesser, injury on the course of public business in England. True, the continuance of the present vacancy has, on at least one occasion, already prevented the Court of Queen's from sitting in Banco, and has been productive of the worst possible evil—weakness in the Court of Appeal; but those who can persuade themselves that the Court of Appeal in Chancery is now in a satisfactory state will hardly be persuaded—albeit by the unanimous consent of the judges themselves—that the Court of Exchequer Chamber is not sufficiently represented on an appeal from the Common Pleas by three Barons of the Exchequer.

But the part of the article in question which we contemplate with the greatest dread is the passage in which the example of the Court of Chancery is invoked in support of the scheme. Here it is:—

> Experience has shown that the business of the courts can be transacted with a single judge in all cases except Appeals from the Chancery Court of Lancaster, and it cannot be pretended that these appeals are of such transcendent importance as to require special treatment. If a single Lord Justice is competent to review an order of the Master of the Rolls, or of any one of the three Vice-Chancellors at Lincoln's-inn, he must be sufficiently qualified to review the decisions of the excellent and learned Vice-Chancellor of the Duchy. The question was, in fact, settled when the Act was passed, two years since, enabling each Lord Justice to sit alone. That statute was, to some extent, experimental; but it was found to work admirably, the only fault discoverable in it being that the powers of the Lords Justices when sitting alone were needlessly restricted. The separation of the Judges was, of course, equivalent to the establishment of another Appeal Court, and it was natural that men should ask whether this increase of tribunals was necessary. It is evident from the experience of this Term that it is not required, when the Lord Chancellor is so far free from his duties in the House of Lords as to be able to attend regularly at Lincoln's Inn, and the statistics of other years show that one court can in general despatch all the business of Appeal in Chancery even in the midst of the Parliamentary Session. It is an inevitable consequence of these facts that the Government should be disposed to recommend to the Legislature such a re-arrangement of the work of Chancery Appeal as to dispense with the existence of a second Lord Justice.

It is not too much to say that every sentence of this passage, except the last, contains at least one mis-statement either of fact or inference. Experience has *not* shown that the business of the Court of Appeal can be transacted with a single judge except in the cases there mentioned; and the Act passed to meet a particular contingency, and enable Lord Cairns to sit alone during Sir George Turner's illness, has not been found by any means satisfactory. So far is it from the truth that it was found "to work admirably," and only to be faulty on the score of needless restriction, that when the Lords Justices so interpreted the statute as to enable them to sit separately upon appeals from motions for decree, an Act was passed in the next session of Parliament to restrict their power still further and confine their separate action to strictly interlocutory and

* Nov. 27, 1869.

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summary business. So far were these judges themselves from considering this extension of their power as beneficial, that from the moment the labours of Lord Cairns and Lord Justice Rolt had overcome the long roll of arrears caused by Lord Justice Turner's protracted illness, the Act was suffered to fall entirely into disuse, until Lord Justice Selwyn's unfortunate incapacity to sit reproduced the emergency, and with it the exceptional, and as we hoped, temporary remedy. We are now informed, however, on authority which we are reluctantly compelled to believe, that a bill for the extinction of the second Lord Justiceship, and the perpetuation of the essentially vicious system of appeal to a single judge, will be introduced as soon as Parliament meets. We can only hope that, as this is a matter of public efficiency, not of party politics, the Legislature may have sufficient public spirit to refuse to sanction it.

It is instructive to notice, however, that the plan thus announced is essentially different from that put forward during the Vacation, and combated in this journal about a month since. The plan then suggested was, to diminish by one the Judges of First Instance, leaving the Court of Appeal unimpaired; but as that seems to have excited too formidable an opposition, it is quietly dropped, and (as the £6,000 a-year *must* be saved *coute qui coute*) the Court of Appeal is to be sacrificed as a victim to our present cheese-paring divinity.

And this error is, if possible, worse than the former: that would at most have caused a long arrear of business, and have wearied the suitors and impoverished the country by intolerable delays; but this impairs the efficiency of the court itself, and tends to bring the administration of justice into deserved contempt. The first requisite of a good Court of Appeal is that it should be strong: strong, that is, comparatively to the court appealed from: so that not only the unsuccessful litigants, but the judges below themselves, should be satisfied with the tribunal, and disposed to bow to its dictates. This can never be the case when the Appeal Court consists of a single judge, unless there be some inherent difference, not only in the *status* of the Courts themselves, but in the previous positions of the men from whom the judges are drawn. An appeal from a county court to a single judge is theoretically defensible (though we doubt whether even this is practically advisable), because the county court judge is not only in an inferior position, but has been drawn from a lower stratum in the ranks of the profession; but no such difference exists between a Lord Justice and a Vice-Chancellor, and the system of appeal from one alone to the other alone, essentially vicious as it is, must break down whenever, as may at any time be the case, the Court of Appeal is filled by a judge not notoriously superior to the judges appealed from.

In one observation we agree with the *Times*, experience *has* shown that one Court of Appeal sitting uninterruptedly is ordinarily enough for the appeal business of the Court. By all means, then, let us in all ordinary cases have but one such Court, but let that be done, not by diminishing but by increasing its efficiency, not by requiring a single Lord Justice to pit his opinion against that of a judge who, it may be, adorned the bench when he, who now reviews his decisions, was still outside the bar, but by carrying out in its integrity the admitted intention of the framers of the Act under which the Lords Justices were appointed, and formally depriving the Lord Chancellor of that power of sitting alone, on appeals, which the Act formally reserves to him, but of which he was never expected habitually to avail himself. We remember to have heard a distinguished advocate of that time, afterwards himself an ornament of the Bench, characterise Lord Cottenham's adoption of the practice of sitting alone (an example since followed by all his successors in office), as "one of the wickedest things that old man ever did."

ON SIGNING THE MEMORANDUM OF ASSOCIATION AND ITS CONSEQUENCES.

The situation of a person who has signed the memorandum of association of a limited company for a given number of shares differs in some respects from that of a person who has merely applied for shares, and has had them allotted to him. In the latter case communication of the fact of the allotment, coupled with the entry of the name on the share register is needed to establish the binding contract to take the shares; which in the former case is established by the simple act of signing the memorandum of association. Until all these requirements have been complied with there is a *locus pœnitentiæ* for the applicant, enabling him in many cases to back out and escape liability; and unless the same requirements have been complied with by him, a motion on his behalf to rectify the register by the omission of his name, or a summons to have his name removed from the list of contributories, according as the company may be or may not be in course of liquidation, will, in many cases, prove successful. But where a person has subscribed the memorandum of association the case is different. Such a person is in the same situation as one who had executed the deed of settlement under the old law. The mere act of signing the memorandum imports an agreement on the subscriber's part enforceable in equity to take the number of shares set opposite the name of the subscriber (Companies Act, 1862, s. 23), and makes him to that extent a member. The single act of signing the memorandum, therefore, puts the person signing it in exactly the same situation as regards the company, as the person who has applied for shares, has had them allotted to him, has had the fact of the allotment communicated to him, and has had his name entered on the register. The person who has signed the memorandum may never have had the shares allotted to him, and his name may not appear on the register; but so long as there are left unallotted shares to answer his demand, his liability to take such shares continues, and he will be placed on the list of contributories in respect of them. In *Evans' case* (15 W. R. 243, L. R. 2 Ch. 427), Mr. Evans, it is true, was a director at one time, and ought, as such, to have seen that his own name was entered on the register; but even if he had not been a director we apprehend that on the general principle his liability to take the shares would still have remained, subject to there being shares in existence which could be allotted to him.

In *Snell's case* (18 W. R. 30), where the truth of the principle in *Evans' case* was acknowledged, there was a specific power in the articles of association for the directors to accept surrenders of shares on such terms as they might think fit. This power, in the opinion of the Lord Justice, had been properly exercised, with the removal of Mr. Snell's name as the result. We doubt how far, as a matter of public policy, such a power as this ought to be allowed to supersede the statutory effect of subscribing the memorandum, having regard to the fact that the object of the enactment was to compel persons who lent their names in order to establish a company to be really substantially liable, and not to allow them to hold out their names as the promoters, and at the same time incur no obligation (*Evans' case*, 15 W. R. 476). The only legitimate way for a subscriber of the memorandum to get rid of his liability ought to be by a *bonâ fide* transfer. We are far from impeaching the decision in *Snell's case*, having regard to the special grounds of that decision, but we do regret that it should be possible to introduce into the articles of association a power which shall have the effect virtually of abrogating the 23rd section of the Companies Act.

We have seen that the mere signature of the memorandum raises an obligation to take as many shares as the subscriber has signed for, whether or not the shares are allotted to him and registered in his name. That he must also pay for the shares so to be taken it is almost needless to add. He may pay for them either in meal

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or in malt, in money or in money's worth (*Pellatt's case*, 15 W. R. 726). But in one form or the other pay for them he must. His obligation to do so is not satisfied by the allotment at any subsequent period of nominally fully paid-up shares, by the direction of a third person entitled to have such shares allotted to himself in part payment for the business which the company was incorporated in order to purchase (*Migotti's case*, 15 W. R. 731, L. R. 4 Eq. 238). In fact, when Mr. Migotti accepted the allotment of the shares, which really belonged to a third person, he was not literally fulfilling his contract to take *of the company* and pay for the number of shares for which he signed. Even if the shares allotted to Mr. Migotti had not been nominally paid-up shares, the decision would, we apprehend, have been exactly the same—viz., that Mr. Migotti was liable to accept at the hands of the company, and pay for, a number of shares equal to the number signed for by him.

This principle was fully recognised in *De Beville's case* (17 W. R. 90, L. R. 7 Eq. 11). The Master of the Rolls in deciding that case expressed an opinion that where a person has signed in respect of shares stated on the face of the memorandum to be fully paid-up, while they are not really paid-up, he would be liable to pay on them. And this view of his Lordship has very recently been approved by the Lord Justice Giffard in *Drummond's case* (18 W. R. 2, L. R. 8 Eq. 772). Where, however, as in *De Beville's case*, the distinction is already made in the memorandum, and the subscriber signs, for example, in respect of 100 shares generally, and in respect of 100 fully paid-up shares, then though he is a contributory in respect of the first 100 he is not a contributory in respect of the 100 paid-up shares. The 100 for which he has subscribed without qualification are enough to satisfy the statute; and the Court will not go behind that, and inquire whether he gave any consideration for the 100 shares expressed to be fully paid-up.

Cases are of frequent occurrence where so many paid-up shares are to be paid pursuant to the articles of association for the business of an individual transferred to the company. Where this is the case, and the individual subscribes the memorandum for a certain number of shares, nothing being there stated as to these shares being treated as paid-up, the question arises whether he can be placed on the list of contributories in respect of them. *Pell's case* (18 W. R. 31), supplies the answer to the question. Mr. Pell signed for 1,350 shares, which, of course, he was *primâ facie* bound to take and pay for, and he was also entitled to 1,500 fully paid-up shares, under an agreement comprised by the articles, the validity of which was not impeached; what the Lord Justice did was to assume that the 1,350 shares subscribed for were part of the 1,500 fully paid-up shares agreed to be taken, although there was nothing to identify the shares signed for by Mr. Pell with the shares to which he was entitled in pursuance of the agreement, as there was in *Drummond's case* (18 W. R. 2, L. R. 4 Ch. 772). In that case a new company had been formed, and every shareholder in the old company was entitled under the articles of the new company to a proportionate number of paid-up shares in the new company. Mr. Drummond, as one of these, signed the memorandum of the new company for twenty-five shares *simpliciter*, and afterwards had a larger number of fully paid-up shares allotted to him pursuant to the foregoing arrangement. On an application to fix him on the list of contributories, the Lord Justice held—we will not say reversing the Master of the Rolls, inasmuch as his Lordship appears not to have had the facts properly before him—that the obligation to take the twenty-five shares was satisfied by the allotment of a greater number of shares as fully paid, for which Mr. Drummond had in effect paid money's worth by the transfer to the new company of his interest in the assets of the old company.

In *Drummond's case* there was this additional circumstance—that there were no unpaid shares available for allotment to Mr. Drummond at the time when the allotment ought to have been made; but, even if there had been, the shares actually allotted were allotted as paid-up, in consideration for the applicant's share in the business of the old company. This case, therefore, does not in any way impeach the general rule to which we have before adverted—viz., that a man who signs the memorandum of association agrees to take and pay for the shares set down opposite his name, and so long as there are shares that can be allotted to him, he must fulfil that obligation.

Snell's case (*ubi sup.*) only shows that it will continue to be possible for a statutory provision, founded upon obvious principles of public policy, to be evaded by the help of a clause in the articles of association, so long as the promoters of companies are allowed to frame their articles of association without supervision. Every other case to which we have referred, and we believe we have referred to most, only tends to establish the truth of the foregoing principle, the existence of which cannot be too generally recognised.

RECENT DECISIONS.

EQUITY.

TRUSTEES' RECEIPT—NOTICE THAT EXECUTORS HAVE ASSUMED THE FUNCTION OF TRUSTEES.

Charlton v. *Earl of Durham*, L.C., 17 W. R. 995.

When a trustee has received moneys subject to the trust and misappropriated them, the loss occasioned by the breach of trust must, in the usual event of nothing being recoverable from the trustee, fall upon one of two persons, for the most part equally innocent—viz., the *cestui que trust* or the person who paid the money. It is in such cases, therefore, that questions arise as to the validity and sufficiency of trustees' or executors' receipts as discharges to the paying persons. With respect to the liability of the persons paying to see to the application of the money, the law on this point is much simplified by Lord St. Leonard's Act (22 & 23 Vict. c. 35, s. 23), 1859, and Lord Cranworth's Act (23 & 24 Vict. c. 145, s. 29), 1860, which, as to trusts created by instruments subsequent to those Acts, render the receipt a complete discharge to the payer, without its being necessary for him to see to the application of the money, unless the instrument declares the contrary. As to older trusts, the old law is still in force, and many years, of course, must elapse before it disappears. The primary rule is, that a person who has in his hands money to which another is entitled is not discharged, except by paying it to the true owner, and, in cases of trust, the *cestuis que trust* are the true owners. In the application, however, of this rule the exceptions are as numerous as the instances, since wherever the contrary is expressed or implied the rule does not hold. It was never clearly ascertained in what cases a power to trustees to give receipts is *implied*. It is implied where there is a trust for immediate sale, or where the proceeds of sale are not to be paid over to specified parties, but become subject to a special trust (as in the case of most settlements), or where there is a trust to pay debts or legacies (*Stronghill* v. *Anstey*, 1 De G. M. & G. 650). The case of a *charge*, as distinguished from a devise in trust for payment of debts, is deemed by Mr. Lewin (Lewin on Trusts, 340, and see 332, *et seq.*) important and intricate enough for special examination.

A trust cannot be delegated, and therefore, where there is a trust, the trustees' receipt alone can discharge a party owing money, though it seems that trustees may appoint an agent, their solicitor for instance, to receive the money, and in *Robertson* v. *Armstrong* (28 Beav. 126), where trustees had authorised their solicitor to receive purchase-money for them and the purchaser paid him, receiving a receipt written by the trustees, the purchaser was exonerated from liability for an error of

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the solicitor, who allowed the money to get lost by permitting it to come into the hands of a tenant for life who was not entitled to the corpus.

Moreover, as trusteeship is a joint office, the receipt of one trustee is not sufficient to discharge the paying person, the receipt of all is necessary. In this respect trustees differ from executors. The receipt of one of several executors is a complete discharge (see *Jacomb* v. *Harwood*, 2 Ves. Sen. 265). But where more than one person is *administering* an estate, the administrators must be joined in every act, and a receipt by one of two administrators would not be a discharge; for which reason the Court of Probate is reluctant to grant a joint administration.

Under most wills the same individuals are executors as well as trustees, and as soon as the debts have been paid, all executorial acts, in short, completed, they cease to be executors and become trustees. After that time any person dealing with them on the footing of *trustees* must in his own interest take the receipt of all, and not merely of one, as he might have done if dealing with them previously on the footing of *executors*. That is on the supposition that the payee has notice that the executorship is at an end. But (and this is the the principle in which the principal case turns) the courts will not infer such notice from twenty or thirty years' lapse of time. It has in many cases been argued that the Court would say,—after so long a time there was a very strong probability that all the debts must have been paid, and the lapse of time was enough to put the party on inquiry; but the contrary has been held (See *Sabin* v. *Heape*, 8 W. R. 120, 27 Beav. 553, and *Wrigley* v. *Sykes*, 4 W. R. 228, 21 Beav. 337).

In the principal case the testator had held a bond given by the defendant's trustees. Testator died and was represented by his executors. Defendant on coming of age substituted his own bond, dealing with the executors as executors. Afterwards one of the executors called in the money, which was paid to him by the defendant, and the recipient endorsed on the bond his own receipt and a forged signature of his co-executor, and embezzled the money. This was in 1862; the will had been proved in 1849 and in point of fact, the debts having been long since paid, the executors had long since become trustees. On a bill filed by the co-executor and the beneficiaries, Lord Hatherley, affirming Vice-Chancellor James, held that the defendant could not be treated as having notice that the executors had become trustees; consequently, having the receipt of one trustee he was discharged from his liability.

Settlement By Settlor on Himself until Bankruptcy.

Hammond v. *Barrett*, V.C.S., 17 W. R. 1078.

It is well known that a limitation to the husband, if he survive the wife, of an interest determinable on bankruptcy or alienation, cannot in general be attached to the husband's own property, though good as regards the wife's fortune and any property brought into settlement by any other person than the husband (Davidson's Precedents and Forms of Conveyancing, vol. 3, p. 85). This case is an instance of the rule being departed from for adequate reasons. The settled fund comprised a large fund provided by the wife's brother, and a comparatively small sum provided by the husband, and was settled, after the wife's death, on the husband for life, or until bankruptcy or alienation. Under ordinary circumstances the limitation by the settlor to himself of a defeasible interest of this description is regarded as a fraud upon creditors, and therefore void as against the assignee in bankruptcy. But in this case the fund which came from the wife's brother was much the larger of the two, and was a consideration for a stipulation which accompanied the gift, namely, that the entire fund should be settled as already mentioned. We do not remember a similar case to *Hammond* v. *Barrett*. The cases where the reservation of a beneficial interest by the husband defeasible upon alienation or bankruptcy have been held void, such as *Phipps* v. *Lord Ennismore* (4 Russ. 131), *Higinbotham* v. *Holme* (19 Ves. 88), and *Holmes* v. *Penney* (5 W. R. 132), are all cases where the reservation was solely for the settlor's benefit, and was not purchased by another as in the present instance. The last-mentioned case, however, decides that a man may settle his own property so as to give trustees a discretion to divide it between himself and his wife and children in the event of his bankruptcy, with exclusive power of selection—a decision which, at all events, shows a way by which the operation of this rule may be practically evaded.

COMMON LAW.

Contracts in Restraint of Trade—Legality of Strikes—Friendly Society.

Farrer v. *Close*, Q.B., 17 W. R. 1129.

The practical importance of this case is much diminished by the provisions of the Act of last session, 32 & 33 Vict. c. 61, for the protection of the funds of trade unions. The judgments, however, deal with questions beyond the scope of that statute, and for this reason, as well as because the statute is only to remain in force until the end of 1870, the case deserves attention.

The point for decision arose under sections 24 and 44 of 18 & 19 Vict. c. 63 (the Friendly Societies Act, 1855). That statute contains various provisions for the management, &c., of friendly societies, and under sections 24 and 44 proceedings may be taken before justices against persons misappropriating the funds of a friendly society, if such society is established for any of certain specified purposes, "or for any purpose that is not illegal." Proceedings were taken before justices against the respondent for misappropriating money of a friendly society, of which the appellant was treasurer. The justices were of opinion that the respondent had misappropriated the money; but they dismissed the charge on the ground that the society was for an illegal purpose, as they thought that the rules of the society, and evidence of its working, showed that it operated in restraint of trade, by protecting and encouraging strikes. The rules were somewhat ambiguous in their wording, and were capable of being applied to purposes only which were within the scope of friendly societies. It was, however, shown by evidence that under these rules the society had in fact given, or was prepared to give, money to support men during strikes, or to prevent their returning to work. It was not shown that any illegal strikes had been supported, or that any illegal means had been used by the society to support any strikes, unless it is the law that all strikes are necessarily illegal.

It seems that there are only two reported cases which have any important bearing on this question: *Hilton* v. *Eckersly* (6 E. & B. 47), and *Hornby* v. *Close* (15 W. R. 336). The facts of those cases, however, differ much from the facts in *Farrer* v. *Close*.

The Court were equally divided and so the decision of the justices was upheld. The judgment of Cockburn, C.J., with which Mellor, J., concurred, relies on the fact that strikes were in fact supported by the society, and seems to assume, though it is not so stated directly, that all strikes are illegal. This view of the law is expressed to be based upon the principle of *Hornby* v. *Close* and *Hilton* v. *Eckersly*. Hannen, J., thought that the decision of the justices was wrong, because strikes are not necessarily illegal, and, therefore, supporting men on strike is not necessarily illegal. Hayes, J., also was of opinion that the justices were wrong, but he bases his judgment chiefly on the vagueness of the evidence. He seems to think that if the evidence had been clear as to the giving of money to men on strike to prevent their returning to work he would have agreed with Cockburn, C.J., and Mellor, J.

The precise question in *Farrer* v. *Close* cannot arise again while 32 & 33 Vict. c. 61 remains in force, for

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that statute provides that "an association of persons having rules, agreements, or practices among themselves as to the terms on which they or any of them will or will not consent to employ or to be employed, shall not by reason only that any of such rules, agreements, or practices may operate in restraint of trade," be deemed illegal within section 24 of the Friendly Societies Act.

It will be seen that the scope of this Act is much restricted. It is temporary, and it only applies to a particular section of the Friendly Societies Act. It makes no general alteration in the law. The principles discussed in *Furrer* v. *Close* are therefore still unsettled, and it seems yet doubtful whether strikes are or are not necessarily illegal.

The following passages from the judgments of Hannen and Hayes J.J. respectively, have more than a merely legal interest:—"I can see that the maintenance of strikes may be against the interest of employers, because they may be thereby forced to yield at their own expense a larger share of profits or other advantages to the employee; but I have no means of judicially determining that this is contrary to the interests of the whole community, and I think that in deciding that it is, and that therefore any act done in its furtherance is illegal, we should be basing our judgment, not on recognised legal principles, but on the opinions of one of the contending schools of political economists:" and Hayes J. says "no doubt the trade of an employer is restrained when workmen decline to take the wages which he is willing to give; but it must be remembered that the men are traders as well as the employer, and it would be an odd way of promoting freedom of trade to hold it an illegal pressure on their part, to endeavour, out of their own savings, to put themselves in a better position, to get what they think a fair price for their labour."

REVIEWS.

The Law of Railways: embracing Corporations, Eminent Domain, Contracts, Common Carriers of Goods and Passengers, Telegraph Companies, Constitutional Law, Investments, &c., &c. Fourth edition. By ISAAC F. REDFIELD, LL.D., Chief Justice of Vermont. Boston: Little, Brown, & Company. 1869.

The law of railways, although one of the most modern branches of law is of great and constantly-increasing importance. It affects more or less a large portion of the whole field of law, involving as it does considerations as to the formation of companies, the taking of land by agreement or compulsion, the *status* and powers of corporate bodies, the rights and duties of masters, of carriers, of owners of land, of owners of dangerous machinery, and a great many other subjects.

The law of railways has, of course, attracted the attention of text-writers in England. Our books on the subject pretend to no higher merit than that which is due to a well-arranged digest. A comparison of these with Mr. Redfield's book which is now before us, affords an excellent illustration of the difference between English and American legal literature. The chief object of the English books is to be trustworthy digests; that of the American books to be clear expositions of legal principles. A single instance will show the difference between the two methods of treating law.

The power of a railway company to take land compulsorily is treated in Hodges' and in Shelford's books on railways simply under the heading of the statute which gives the power to railway companies, the cases decided on the statute being added. In Mr. Redfield's book this question is discussed under the head of "Eminent Domain", which as he truly says, is a title little found in English books, although often used by writers on international law. It signifies the supreme right of the sovereign power of any state over all the private property within the State in cases where it is expedient that private rights of property should give way to the general good. There can be no doubt that the latter is the more scientific mode of dealing with the subject, although some might deem the former the more practical.

Mr. Redfield deals with every question that can in any sense be considered as affecting railway companies, and he treats of several branches of law in addition to those contained in Hodges and in Shelford. For instance, besides the usual subjects that directly affect railways, such as the taking of land, the formation and management of the company, &c., &c., he has chapters on the origin and different classes of corporations, on the liability of railway companies for the acts of their servants and agents, and on injuries by fellow-servants. The whole law relating to carriers of goods and passengers is examined, including the general law of bailments for carriage, the meaning of "negligence;" evidence, measure of damages, lien, injuries causing death, &c, &c. The law relating to telegraph companies is also discussed. So wide, indeed, is the scope of the book that there is a section on the measure of damages to which servants wrongfully dismissed are entitled, and another on the right of trustees to invest trust funds in railway securities.

The plan of the work is explained in the preface to the first edition to be to combine the advantages of a mere digest and of a mere treatise upon principles of law. This plan has upon the whole been well carried out over a very extensive field of inquiry, and the book contains the whole law affecting railways in the shape of a number of well-written treatises on the different subjects treated of. The endeavour, however, to combine the opposite merits of a digest and a scientific treatise on law has, we think, in some instances caused no inconsiderable evil in leading the author into a sketchy way of dealing with a subject; some cases being cited, and some principles discussed, but neither treated exhaustively. For instance, in the chapter on the nature of corporations (vol. 1, p. 50, *et seq.*), which commences with an allusion to the laws of Solon, there is no clear explanation of the nature of corporations. A good deal is said about them, and several definitions given; but there is no reference to the difference between a corporation and a partnership, and we doubt whether one ignorant of that difference would learn it from this chapter. So also in the section on injuries causing death (vol. 2, p. 243), there is no explanation of the principle which rendered legislation necessary on the subject—viz., that an action of tort is put an end to by death, and the difficulty where there is a right of action as to the measure of damages, nor is there a good collection of cases; while the topics of contributory negligence, and of injury to fellow-servants are touched upon in this section very unnecessarily, these subjects having been treated of before, when all the cases on these points should have been collected and explained once for all.

There are, besides these, other instances throughout the books of a want of thoroughness in its composition. As in the section on "contracts to transfer stock" (vol. 1, p. 121, n.) a statement is made as to the English law of stock-jobbing, and Sir John Barnard's Act (10 Geo. 2, c. 8), is mentioned as if it were still in force, although it was repealed in 1860. At the same place, also, there is a reference to English cases on the effect of the rules of the Stock Exchange on contracts for the transfer of shares, but the only cases cited are the comparatively old ones of *Stray* v. *Russell* (2 Ell. & Ell. 592), and *Field* v. *Lelean*, (6 H. & N. 617), no notice being taken of the more important recent cases, such as *Grissell* v. *Bristowe* (17 W. R. 123), *Coles* v. *Bristowe* (17 W. R. 105), and *Shepherd* v. *Murphy* (16 W. R. 948). This is the more curious, as generally the late cases have been carefully inserted.

Notwithstanding these defects this work is of real value, and is superior to the majority of English text-books. It deals with the various topics discussed in most cases with much clearness and ability, and a full comprehension of the subject under discussion is usually shown. The matter of which the book is composed is well arranged so far as arrangement is possible, and the bulk of the book which comprises about 1,400 pages in two volumes, is owing to the amount of the subject-matter, and not to any unnecessary diffuseness in its treatment. The great number and length of the notes is, however, somewhat inconvenient, as they contain not only references to cases, but also much important legal matter. It is worth consideration whether the convenience of readers would not be best consulted by incorporating in the text much that is now in the shape of disjointed notes.

Some of the remarks on railway management express with great force the author's views as to the dangers of railway travelling, on which point he appears to have very decided opinions. He says, after speaking of the care with which most Continental lines are managed, "We cannot but

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feel surprised that public opinion in America" (and in the note he applies this to England also) "will tolerate such terrible destruction of life, such horrid mangling of bodies and limbs, and literal burning alive as has occurred here within the last few years." We most cordially join in the hope which he expresses, that "the time is not very remote when our courts will be able to place themselves upon the proper theory on this subject, that any person natural or corporate, who undertakes the transportation of passengers by the dangerous element of steam and with the great speed of railway trains must be held responsible for the use of every precaution which any known skill or experience has yet been able to devise, and that passengers are not bound to judge for themselves how many of these precautions it is safe to forego."

We notice that the first 305 pages (with the exception of one section of four pages) of the second volume on the Law of Railways are printed verbatim in the same author's Law of Carriers, and constitute rather more than half of the latter work. The fact that so much of the Law of Carriers is a mere reprint is not noticed. This is not fair to the purchasers of the later books, who may fairly complain when they ascertain that only half of the Law of Carriers is new matter.

COURTS.

BANKRUPTCY COURTS.

MANCHESTER.

The Commissioner has received the following official notification:—"I am directed by the Lord Chancellor to inform you that having further considered the course that should be adopted under section 130 of the Bankruptcy Act, 1869, he is of opinion that inasmuch as the creditors in the several bankruptcies which may be pending in your court on the 31st December, 1869, could have removed such bankruptcies to the county court, it is fair to consider that they approve of their being proceeded with in your court; and that, therefore, their convenience will be consulted by his Lordship transferring all pending business to the county court of the town in which a district bankruptcy court holds its sittings, unless application be made to the contrary. I am to state that with regard to the appointments for last examinations and first meetings, which have been fixed by you in the ordinary course, that they should be left unmade, with protection given to the 28th January; and that, with regard to the adjournments, they should be made *sine die* with protection as aforesaid, leaving the parties in such cases to apply to the county court to which the bankruptcies may be transferred, to make the appointments.

BIRMINGHAM.

The Commissioner has received the following official notification, with a request that it might be posted up in Court:—"Notice is hereby given, that on the 1st day of January next, or as soon after as conveniently may be, an order will be made, pursuant to section 130 of the Bankruptcy Act, 1869, for the transfer of all the business of the Court of Bankruptcy for the Birmingham District, held at Birmingham. It is the intention to transfer all the business of the said court, including all bankruptcies which have not been, or shall not be, transferred by creditors, pursuant to the Bankruptcy Act, 1861, to any other county court, to the County Court of Birmingham, holden at Birmingham. The assignees, or any parties interested, may, however, at any time before the 20th inst., make application to the said district bankruptcy court, and show cause why any particular matter should be transferred to the London Bankruptcy or to any county court, and the Court of Bankruptcy at Birmingham will report to the Lord Chancellor what in its opinion will be the most convenient court for the further prosecution of the said matter, who, if he thinks fit, will make order accordingly."

In re Edwards Wood, solicitor.

Adjourned last examination and discharge.

Mr. Free appeared for the assignee; Mr. Griffin for an opposing creditor; and Mr. Collis, for the bankrupt.

At a former sitting the Court made an order for special accounts, and it was now stated that the bankrupt had been unable to comply with that order in time for the present examination, in consequence of the death of Mr. Genever, the accountant. A discussion now arose as to the date to which the sitting should be adjourned, the Court ceasing to exist on the 31st of December.

The COMMISSIONER read an extract from a letter sent by direction of the Lord Chancellor. (The circular is identical with that quoted above, *vide* Manchester Bankruptcy Court.)

On the part of the bankrupt, Mr. Collis wished not to have the case adjourned *sine die*, and Mr. Free did not press for such an order.

Ultimately, his HONOUR adjourned the case for fourteen days.

Re E. A. Ward, solicitor.

Last examination and discharge.

Mr. Rowlands, for the assignee, said that the bankrupt had gone to Canada; and an order for proclamation was consequently made. Mr. Rowland said that the estate would yield a good dividend—probably 20s. in the pound.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

NOV. 30.—*Payne* v. *Graham.*

Landlord and tenant—Agency.

The plaintiff in this case was tenant to the defendant. In a severe storm the zinc-work on the roof of the house in plaintiff's occupation was torn from its fastenings, and the rain poured in abundance through the opening so caused. The plaintiff immediately sent for a plumber, who, with a couple of assistants, succeeded, during the continuance of the storm, in restoring the zinc to its place, and temporarily fixing it. Two or three days afterwards the plumber, at the request of the plaintiff, put the zinc-work into a proper state of repair, at a cost altogether of £2 14s. 4d. On the plaintiff seeking to deduct this sum from his rent, the landlord refused to allow it because it was for work done without his authority.

Mr. PITT TAYLOR said that, as a rule, a tenant could not recover money laid out on his landlord's property without his consent, but a case of pressing emergency was an exception to that rule. The tenant had, however, gone beyond the emergency, which could only be considered as existing during the storm. During the two or three days between the performance of the temporary work and the permanent work there had been time to communicate with the landlord and obtain his authority, if he chose to give it. That had not been done, and the plaintiff could, therefore, only recover the sum of 12s. 3d., the items in the plumber's bill charged for the temporary work done on the day of the storm. The plaintiff was the defendant's agent to that extent, but no further. The judgment was, therefore, for the smaller sum only.

Mr. Duffett, attorney for the plaintiff, asked for costs, but his Honour refused, on the ground that the plaintiff had sued for a much larger sum than he was entitled to. He would be allowed the court fees on the one pound scale.

APPOINTMENTS.

Mr. ALBERT KAYE ROLLIT, LL.D., solicitor, of Hull, has been appointed Under-sheriff of Hull, for the ensuing year. Mr. Rollit is a son of Mr. John Rollit, solicitor, of Hull, with whom he is in partnership. He was educated at King's College, London, and matriculated at the London University in January, 1861; he passed his first B.A. examination in 1862, and was confirmed in that degree in the following year, taking a high place in both branches of examination. In 1864 he graduated as LL.B., with high honours, taking the third place in the first class in the "principles of legislation," second in second class in "conveyancing," was alone in the second class in "equity," and second in the first-class in "common law." The degree of LL.D. was conferred upon him in 1866, and he received the King's Medal by a resolution of the Senate of London University.

Dr. BORLASE has been elected coroner for Helston, in Cornwall, in the room of Mr. W. B. Forfar, solicitor, resigned.

Mr. C. KEELING, of the Manchester Bankruptcy Court, has been elected Clerk to the Local Board of Levenshulme, near Stockport, Cheshire.

Mr. WILLIAM OVERELL, solicitor, of Leamington, has

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been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women, and also a Commissioner for taking affidavits in the Courts of Queen's Bench and Exchequer.

Mr. GEORGE WISE, solicitor, of Boston, Lincolnshire, has been appointed Clerk to the Donington Turnpike Trustees, in the room of Mr. Henry Harwood, solicitor, resigned. Mr. Wise was certificated as an attorney in Trinity Term, 1862.

Mr. JOHN HESSEL PRIESTLEY, solicitor, of Barton-on-Humber, Lincolnshire, has been elected Solicitor to the Bluecoat Charity in that town, *vice* Mr. Brown, resigned.

Mr. HENRY EDWARD MASON, solicitor, of Barton-on-Humber, has been elected Solicitor to the Greycoat Charity in that town, *vice* Mr. Brown, resigned.

GENERAL CORRESPONDENCE.

IMPERIAL LAND COMPANY OF MARSEILLES (LIMITED).

Sir,—The enclosed circular has been sent to me. The call is justly due from me, as I have no doubt it is from the other shareholders.

Is it proper that a firm of solicitors should seek to induce shareholders to engage in litigation and endeavour to evade their liability by the offer of freeing them from the payment of costs? I enclose my name and address, not necessarily for publication, but I leave you to deal with the circular as you deem best. A SHAREHOLDER.

London, Dec. 1.

8, Old Jewry,
London, 27th November, 1869.

Re The Imperial Land Company of Marseilles (Limited).

Sir,—Summonses for balance orders having been served upon the shareholders who have not paid the £1 call made by the liquidators, we have been requested, as solicitors for the Committee of Shareholders, to take the opinion of the Vice-Chancellor as to the legality and propriety of this call.

Combined action being necessary, we shall also be happy to act for you in the matter if you will (by return of post) enclose us the summons you have received. By so doing you will incur no liability to us for costs.—We are, Sir, your obedient servants, MICHAEL, ABRAHAMS, & ROFFEY.

IRELAND.

COURT OF QUEEN'S BENCH.

(At Nisi Prius, before the LORD CHIEF JUSTICE and a Special Jury.)

Nov. 26—*Graham* v. *Porter.*

The plaintiff, a solicitor of Enniskillen, sought to recover damages for an alleged libel printed and published by him regarding the plaintiff as a professional man. The alleged libel was published in a pamphlet, and the following was the passage complained of:—"Now, what practice can be more dishonest, more worthy of general and strong rebuke, than that of an attorney like Mr. Graham, who takes any case, no matter how bad and how false, to get his trumpery fee, trusting to the chances of law, or the absence of defendant, perhaps, to get an unjust decree against him, or, at all events, to give the greatest annoyance, and often serious loss of obliging him to leave his affairs and appear in a wrangling court." The *inuendo* put upon this passage was that the plaintiff had been guilty of dishonest and improper conduct in his profession, and had promoted frivolous and vexatious litigation for the purpose of procuring gain for himself, and had endeavoured by dishonest means to obtain decrees against litigants. The plaintiff also complained of the following passage:—"It is sometimes said that the public feeling against attorneys is not just—that their profession is useful. . . .but readers can judge Mr. Graham's practice by this case. Surely this great evil, this disregard of right or wrong in our courts of law, will continue to thwart and check industry in Ireland till an honest and wholesome public opinion condemns such infamous practices." The defendant pleaded that the publication in question was not a libel, and that it was not printed and published in the defamatory sense alleged.

Serjeant Dowse, Falkiner, Q.C., and *Holmes* for the plaintiff.

Butt, Q.C., and *Porter* for the defendant.

Verdict for the plaintiff, £100 damages.

OBITUARY.

MR. T. B. BURCHAM.

The death of Mr. Thomas Borrow Burcham, magistrate of the Southwark Police Court, took place at Chingford, Essex, on the 27th November, after a painful and lingering illness, at the age of sixty-two years. Mr. Burcham was educated at Trinity College, Cambridge, where he graduated B.A. in 1830, obtaining the third place in the first-class of the Classical Tripos. He was also a Junior Optime in the Mathematical Tripos of the same year. In 1832 he was elected a fellow of his college, and, never marrying, held his fellowship up to the date of his death. He was called to the Bar at the Inner Temple in January, 1843, and went the Norfolk Circuit. He was appointed Recorder of Bedford in 1848, and was also for some years one of the classical examiners and an examiner in mental philosophy in the University of London, but these various posts he resigned in 1856 upon being nominated a stipendiary magistrate for the metropolitan borough of Southwark, on the death of Mr. Gilbert Abbot A' Beckett.

MR. J. WALESBY.

Mr. Joshua Walesby, solicitor, of Horncastle, Lincolnshire, expired on the 24th November. Mr. Walesby was certificated as an attorney in Hilary Term, 1834, and since 1836 he had held the office of solicitor to the Horncastle New Association, the duties of which he discharged to the satisfaction of his constituents. About eight years ago the members of the association presented him with a costly testimonial of their regard, at a public dinner held in his honour at the Exchange Hall. The late Mr. Walesby was a member of the Metropolitan and Provincial Law Association, and also of the Solicitors' Benevolent Association.

MR. WILLIAM WORMALD.

This gentleman, a solicitor, of Leeds, died on the 20th November, at the age of forty-eight years. Mr. Wormald was for about twenty-five years an assistant in the office of Mr. Robert Barr, clerk to the magistrates of Leeds.

MR. CHARLES SMALLRIDGE.

The death of this gentleman, who held the office of Clerk of the Peace for the City of Gloucester, took place somewhat suddenly on the 22nd of November, in the sixty-ninth year of his age. Mr. Smallridge had been in feeble health for some time, but was able to attend to his professional duties until within a day or two of his death. He was admitted as an attorney in Michaelmas Term, 1821, and was appointed a proctor of the Consistory Court of Gloucester in 1825. In 1840 he was elected a town councillor, and continued to serve as a member of the Corporation of Gloucester until December, 1851, when he was appointed Clerk of the Peace for that city. He had previously served in the office of Mayor of Gloucester in 1850-1, the year rendered memorable by the opening of the Great Exhibition of London. The office of Clerk of the Peace, rendered vacant by his demise, is in the gift of the Corporation.

MR. J. G. WATKINS, JUN.

Mr. John Gregory Watkins, jun., barrister-at-law, died on the 5th November, aged thirty-two. He was the eldest son of J. G. Watkins, Esq., of Woodfield, Worcestershire, by Elizabeth Randle, the only daughter of John Parker, Esq. He was educated at Eton, and afterwards proceeded to Christ Church, Oxford, where he graduated B.A. in 1861. He was called to the Bar at Lincoln's-inn in June, 1863, and has since practised on the Oxford Circuit.

MR. R. C. NICHOLL-CARNE.

We have to record the death of Mr. Robert Charles Nicholl-Carne, barrister-at-law, of Nash Manor, n Cowbridge, Glamorganshire, which took place at his seat on the 24th November. The deceased gentleman, who was born in 1806, was the eldest son of the Rev. Robert Nicholl, of Nash Manor and of Dimlands Castle, Rector of Lanmaes (who assumed the name of Carne in 1842), by Elizabeth, daughter and heir of Captain C. Loder Carne, R.N., of Nash Manor. He was called to the Bar at the Middle

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Temple in June, 1830, and for many years went the South Wales Circuit. In 1849 he was appointed constable of the Castle of St. Quentin, becoming thereby (*ex officio*) perpetual mayor of Cowbridge; he was also a magistrate and deputy-lieutenant of the shire of Glamorgan. Mr. R. C. Nicholl-Carne married, in 1838, Sarah Jane, daughter and co-heir of the Rev. Nathaniel Poyntz, M.A., of Alvescot House, Oxon. He is succeeded in the proprietorship of Nash Manor by his next brother, Mr. John Whitlock Nicholl-Carne, D.C.L., of Dimlands Castle, a barrister of the Inner Temple, who was a Commissioner in Bankruptcy from 1843 to 1847.

SOCIETIES AND INSTITUTIONS.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday last, the 1st inst., Mr. Wm. Strickland Cookson in the chair. The other directors present were Messrs. Harrison, Hedger, Nelson, Rickman, and Torr, Mr. Eiffe, secretary.

Grants of relief, amounting in the whole to £65, were made to several distressed widows of solicitors, members and non-members of the association, and other general business was transacted. The usual anniversary Festival in aid of the institution was appointed to take place in the ensuing year.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday, the 30th November, the following question was discussed:—"Where one is in possession of title deeds relating to his own lands as well as to the lands of another person, who has no covenant for the production of the title deeds, has such other person a general right in equity to compel the production of the deeds?" The debate was opened by Mr. Gordon in the negative, but after a discussion, in which ten gentlemen took part, the society decided the question in the negative by a majority of 13 to 4. The number of members present was thirty-three.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing, and the Law of Real Property—Monday, Dec. 6, class A; Tuesday, Dec. 7, class B; Wednesday, Dec. 8, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, Dec. 10, lecture, 6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Sittings after Michaelmas Term, 1869.

Before the Lord Chancellor and the Lords Justices.

Appeals.

1869.

Gray v Lewis (M.—April 26)
Pronje v Matthews (M.—July 8)
Picard v Hine (S.—July 12)
Moses v Ellis (S.—July 13)
Malcolm v Kingston-upon-Hull Dock Co. (S.—July 14)
Ives v Shipley Local Board of Health. pt hd (S.—July 17)
Wilde v Sennett (S.—July 19)
Rees v Willshire (R.—July 22)
Maltby v Ware (R.—July 24)
Simpson v Bathurst, Shepherd v Bathurst (J.—July 30)
Bruce v Garden (J.—Aug. 2)
Bowers v Bowers (M.—Aug. 2)
Mackie v European Assurance Society (M.—Aug. 3)
Gwynne v Gell (R.—Aug. 9)
Pearce v Morris (R.—Aug. 11)
Cooper v Cooper (J.—Aug. 11)
Attorney-General v Wax Chandlers' Co. (R.—Aug. 20)
Day v Sittingbourne & Sheerness Ry. Co. (J.—Aug. 24)
Thomas v Coke (R.—Sept. 21)
Attorney-General v Mayor, Aldermen, &c., of the Borough of Halifax (J.—Nov. 3)
Burdick v Garrick (S.—Nov 11)
Stone v Thomas m d (by order)
Griffith v Basset (J.—Nov. 16)
Gibbs v Harding (S.—Nov. 22)
Blackford v Davis (S.—Nov. 25)
Moore v Craven (S.—Nov. 27)

Before the Master of the Rolls.

Causes, &c.

Thorp v Sutcliffe. demr
The General Exchange Bank (Limited) v Horner. c
Crickmore v Freestone. m d
Atherley v Isle of Wight Ry. Co. and City Bank. m d
Boyd v Petrie. c, wit (Dec. 4)
Clarke v Tanner. c, wit
The London & South-Western Ry. Co. v Pullein. m d
Warrick v The Provost, &c., of Queen's College, Oxford. c, wit
Lloyd v Thomas. m d
Thomson v Anderson. c, wit (Dec. 2)
Kirby v Carter. f c & 2 sums. to vary pt hd
Ingle v Goodwin. f c
Blyth v Aldham. m d
Lyle v Lyle. f c
Harrison v Bland. f c
Pretyman v Swinnerton. c, wit (Dec 7)
Taylor v Taylor. m d
Weston v Weston. m d
Aaron v Aaron. c
Butler v Hutton. c
Swinnerton v Pretyman. c, wit (Dec 7)
Watson v Maling. m d
Driscoll v Haydock. m d
Brooks v Sutton. c, wit (Dec 14)
Fuller v Basset. m d
Woolliscroft v Forrester. m d
Lister v Lister. c
Scott v Atkinson. f c
Mattingly v Stacy. f c
McCreight v Foster. m d
Allaway v The Neath & Brecon Ry. Co. m d
Deare v Soutten. m d
Rackham v Gilbert. f c
Rudyerd v Baker. m d
Richardson v Richardson. f c
Phillips v Games. m d
Jarratt v Aldham. c
Anderson v Couper. m d
Manser v Priddle. f c
Gray v The Tottenham and Hampstead Junction Ry. Co. m d
In re Willoughby's Estate, Beresford v Cane. f c (short)
Bellasis v Pasquali. f c (short)
Turrell v Hocking. f c
Blaxland v Cripps. m d
Eve v The Newport Pagnell Ry. Co. m d
D'Eichthal v Balfour. m d
Whittaker v Pittis, Smith v Whittaker. f c
Blest v Asslin. f c
Henderson v Woods. m d
Church v Tucker. m d
Church v Tucker. m d
Howell v Thomas. f c
Westrup v The Joint-Stock Discount Co. (Limited). m d & sums. in the Joint-Stock Discount Co. (Venezuela Bank)
Chetwynd v The Viscount Chetwynd. m d
Bevington v Cutler. m d (short)

Before the Vice-Chancellor W. M. James.

Causes, &c.

Fenwick v Bulman. demr
Crowther v Crowther. f c
Drewry v Drewry. m d
Hook v Wix. c (Dec. 10)
Baker v Booth. m d
Durrant v Maber. m d, pt hd (Dec 10)
Chapman v Chapman. c, pt hd (Dec. 6)
Wallinger v Wallinger. m d
Croft v Kaye, Bart. m d
Mackie v Darling. m d
Kirkby v Phillips. f c
Nash v Howell. m d
Eborall v Forrest. f c & sums
The City Bank v Luckie. c
Jackson v The Peterborough, Wisbeach, & Sutton Ry. Co. m d
Williamson v The Peterborough, Wisbeach, and Sutton Ry. Co. m d
Dicconson v Talbot. c, wit (2nd cause day)
Maw v Thompson. m d
Clark v Treherne. f c
Etches v Turner. f c
Cooke v Aveline. m d
Casement v Saffery. f c
Percy v Coghlan. m d
Goodman v Scholefield. f c
Bates v Larrard. ap from Derbyshire County Court
Clack v Clack. f c
Collier v Collier. f c
Webb v Bradley. c
Dewes v King. f c
Gee v Pritchett. f c
Chillingworth v Chillingworth. sp c
Isaacson v Harwood. f c
Lewis v Davis. m d
Richardson v Smith. m d
Williams v Games. m d
Wright v Carr. f c
Judd v Hart. m d
Cutler v Hart. m d
Carr v Metropolitan Ry. Co. m d
Sansum v Hammond. m d
Lamb v Pollen. m d
Howard (pauper) v Joel Ellis. c
David Thomas v Thomas. m d
Hanbury v Yeomans. m d
Goff v The Newport Pagnell Ry. Co. m d
Bourton v Williams. m d
Gowing v Parker. m d (short)
Blake v Bouchier. m d
Brigstocke v The Isle of Wight Ry. Co. m d
Herbert v Pitt. f c
Worthington v Williamson. f c
Rickinson v Wilkinson. m d

Before the Vice-Chancellor Sir Richard Malins.

Causes, &c.

Hall v Woolley. demr
Lambert v The Northern Ry. of Buenos Ayres Co. (Limited). demr
The International Bank (Limited) v Gladstone. m d
Earl Beauchamp v Winn. c wit
Holden v Hart, m d, pt hd
Gillett v Gane. f c & sums to vary and petn (Dec. 7)
Poupard v Stones. c (short)
Fothergill v Davies. c (2 Dec.)
Redgrave v Strevens. m d, pt hd
Shippey v Hocombe. c
Stevenson v Barugh. m d
Ormerod v Northern Ry. of Buenos Ayres. m d, set down at request of defendant Co.
Calrow v Kelday. c, wit (Dec. 13)
Wood v Green. c, wit

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Hodges Distillery Co. (Limited) v Doulton. c, wit (Dec. 13)
Earl Vane v Rigden. m d
Radmore v Gill. m d
Moulson v Moulson. c
Watkins v The Long Ashton District Highway Board. m d
Attorney-General v Gee. c, wit
Wheatley v The Westminster Brymbo Coal & Coke Co. (Limited) m d (Dec. 6.)
Cull v Ingles. c, wit (Dec. 3)
Oldacres v Oldacres. m d
Rudge v The Union Bank of London. m d
Grover v Foster, Bart. m d
Zimmerman v The Metropolitan Ry. Co. m d
Terry v Clarke. m d
Kenwood v Poole. m d
Scotson v Robinson. m d
Campbell v The Mayor, &c., of Liverpool. m d
Lee v The Lancashire & Yorkshire Ry. Co. c, wit
Bourne v Hancock. m d
Stewart v Sanderson. m d
Cope v Clark. m d
Hargreaves v Gledhill. c, wit
Boyle v Robinson. m d
Sharp v Longford. c
Hallward v Cordery. m d
Chubb v Stretch. m d
Shaw v Shaw. m d
Bowen v Bradley. c
Hazell v Barker. m d
Denny v Hancock. m d
Story v Bowles. m d
Wildes v Dudlow. c
Cooper v Williams. c, wit
Suthers v Jubb. m d
Goddard v Shaw. f c
Powell v Naish. m d
Mallinson v Siddle. m d
Knapping v Tomlinson, Knapping v Bannester. f c (S.O.)
Portway v Glasscock. m d
Carrow v Ferrior. c, set down at request of dft.
Alexander v Gage. m d
Trevelyan v Attorney-Gen. c
Denison v Tattersall, Denison v Cropper. f c
Kellock v Dansey. m d
Gutch v The Metropolitan Ry. Co. m d
Western v Western. f c (short) and petn
Nixey v Roffey. c
Waterlow v Burt. f c and 2 sums. to vary
Skelton v Ealand. m d
Rayment v Puxley. f c (short)
Page v Ward. c, wit
Toynbee v Humphries. m d
Jones v Jones. m d
Dawson v Cropper. f c
Leaver v Sinclair. m d
Painter v Turner. m d
Thomas v Aaron. m d
Wildes v Capel. c
Muggeridge v Adams. f c
Vant v Scott. m d
Wren v Greening. m d
Brown v Macnicol. m d
Lockitt v Lockitt. m d
Vaughan v The Metropolitan Ry. Co. m d
Wright v Losh. f c
Rowley v Woodhead. m d
Pillinger v The Metropolitan Ry. Co. m d
Richardson v Younge. c
Machin v Darwin. m d (short)
Barton v Bockett. c
Coulthard v Hussey. m d
Bruton v Bruton. f c
Western v Bushby. m d (short)
Caldecott v Perrin. m d
Gibbes v Pengilley. m d
Tyrrell v Lesson. c
Boss v Hopkinson. m d
Reynolds v Stanley. f c
Bennet v Jackson. m d

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Docks v Bayley. demr
Chichester v The Marquis of Donegal and others. exons
Same v Same. exons
Finney v Godfrey. exons.
Stamp v Anderson. c (not before Dec. 10)
Anderson v Stamp. c
Elwon v Spark. m d
Parkes v Stevens. m d (Dec. 2)
Bradford v Bradford. c, wit (Dec. 3)
Hudson v Johnson. m d (not before Dec. 5)
Matterson v Baersetmann. m d
Montgomery v Floyd. c
Weyman v Carter. m d
Glover v Moore. c
Tippett v Fiddy. m d
Silver v Udall. m d
Trappes v Meredith. m d
Chadwick v McKenna. m d
Adamson v Chadwick. m d
McKenna v Chadwick. m d
Tooth v Banks. c (not before Dec. 10)
Warden v Mayor, &c., of Kingston-upon-Hull. m d
Eade v Morgan. c
Musgrave v Hart. m d
Hawkes v Hawkes. m d
Phillpotts v Bradgate. m d
Cartwright v Hewit. m d
Swainson v Jefferson. m d
Jarrold v Heywood. c, wit, pt hd
Higgins v Burman. m d
The North Eastern Ry. Co. v Jackson. c (not before Dec. 6)
Richards v Wicks. m d
Edwards v Kirkland. m d
Low v Walker. m d
Hughes v Hughes. c
Hughes v Jones. c
Smith v Westall. m d
Artis v Hodgkinson. m d
Cousens v Cousens. m d
Toyne v Holland. c
Toyne v Holland. c
Jay v Montague. m d
Elmslie v Boursier. m d
Lyon v Faithful. c
Teden v Langmead. m d
Norton v Townsend. m d
Low v Evans. m d
Dugdale v Meadows. m d
Freeman v Pope. m d.
Clavering v Everett. c
Kemp v Miller. m d
Turner v Turner. m d
Turner v Trower. m d
The London & Brazilian Bank (Limited) v Jeffryes. c
Clemow (pauper) v Geach. c
The Glamorganshire Canal Navigation Co. v Boyle. c
Rayne v The Madras Coffee Co. (Limited). m d
Clarke v Kennerley. c
The Grover & Baker Sewing Machine Co. v Wilson. m d (S.O)
Bown v Stroud. c
Bankart v Tennant. m d
Umbers v Jaggard. sp c
The West of England Brewery Co. (Limited) v Ross. c, wit
Johnston v Renton. m d
Johnston v Parsey. m d
Champneys v Holmes. m d
The Merchant Banking Co. of London (Limited) v Maud. m d
Reynolds v Reynolds. m d
Gray v Gauntlett. m d
Duncombe v Cousins. m d
Clarke v Smith. m d
Turner v The Ringwood Highway Board. m d
Browne v Lawson. f c
Heald v Walls. m d
Taylor v Acton. m d
Laskie v Williams. c
Perry-Herrick v Dowager Lady Lanesborough. f c
The Marine Investment Co. (Limited) v Haviside. c, wit
Perceval v Perceval. f c
Bird v Harris. m d
Jackson v Crick. f c
Lane v Brown. m d
Aplin v Nichols. m d
Rolf v Smith. m d
Gwyn v Edwardes. m d
Valle v Mayer. m d
Alcock v Gill. c
Cavan v Nicholson. f c
Guest v Milnes. f c
Frith v The Metropolitan Ry. Co. m d
Metcalf v Hewett. m d
Isaac v Hughes. f c
Isaac v Hughes. f c
Bromley v Sir F. Kelly, Knight, and Others. m d
McCraw v Jones. m d
Hewes v Lord Dacre. m d
Hoskins v Alison. m d
Baylis v Howard. c
Hoffman v Postill, trial before the Court without a jury.
George v Symons. f c
Dalton v Vaughan. m d
Williams v The Llanelly Ry. & Dock Co. m d
Whitehouse v Cross. m d
Croxton v May. m d
Plant v Daniel. f c
Jerningham v The Metropolitan Ry. Co. m d
Taft v Thomason. c
Herrick v Franklin. f c
Greenwood v Field. m d
The Attorney-General v The Mercers' Co. c
Move v Sparrow. m d
Gould v Gould. f c
Bibby v Diconson. c
Whitburne v Wynne. m d
Emmott v Booth. m d
Trimingham v Maud. m d
Carter v Holt. f c
Davies v Davies. m d
Hopgood v Parkin. c
Wilkinson v Schneider, In re Maria le Blanc, deceased. Wilkinson v Schneider. f c
Hiatt v Hillman. c
Fell v Lloyd. m d
Dewrance v Dewrance. f c
Wight v Wight. f c
Upperton v Nickolson. m d
Swift v Wenman. m d
Atherstone v Gray. f c
Tisley v Tagg. m d (short)
The Grand Junction Canal Co. v Shugar. m d
Carpmael v Carvell. m d
Bensley v Bensley. f c
Cadman v Wright. re-hearing on f c
Smith v Fisher. c
The Bombay, Baroda & Central India Ry. Co. v The Metropolitan Ry. Co. m d
McCracken v Forbes. m d
Hemery v Gidley. m d
Chapman v Collins. m d (short)
Morgan v Morgan. m d
Peacock v Eastland. m d
Lawson v The National Savings Bank Association (Limited). c
Purnell v The National Savings Bank Association (Limited). c
Hazell v Watts. m d (short)
Edmondson v Kilshaw. f c
Fullagar v Fullagar. m d
Weller v Hatherly. m d (short)
Rotch v French. f c
Davies v Hughes. sp c
Bluett v Wood. f c

Mr. Robert Baxter, solicitor, intends delivering an address upon the Œcumenical Council on Sunday evening, at the Young Men's Christian Association, Aldersgate-street.

Messrs. Sanderson & Campbell, solicitors, of Warwick, are candidates for the office of Clerk to the Magistrates of that division, rendered vacant by the death of Mr. F. Tibbits. In the meantime, Mr. Sanderson has consented to perform the duties of clerk until Mr. Tibbits' successor is appointed.

THE FACULTY OF ADVOCATES AND THE VACANCY ON THE BENCH.—At a recent meeting of the Faculty of Advocates, it was unanimously resolved, on the motion of Mr. Millar, Q.C., seconded by Mr. Jameson, Sheriff of Aberdeenshire, to request the Dean of Faculty to call the attention of the Court to suggested improvements in the arrangements connected with the Summary Debate Roll in the Outer House; and, further, that, in the opinion of the Faculty, continued delay in filling up the vacancy on the bench caused by the death of Lord Manor is not consistent with the due and efficient administration of justice.—*Scotch Paper.*

RAILWAY TRAVELLERS.—An important case has lately been re-heard before Mr. Greene, judge of the Bolton County Court. The action was originally brought by Mr. Corbridge, waste dealer, Blackburn, to recover 30s. from the Lancashire and Yorkshire Railway Company, under the following circumstances: In April last the plaintiff, who was the holder of a second-class contract ticket, went to the Bolton station for the purpose of proceeding to Blackburn. All the second-class carriages, however, were full, and the company's servants refusing to find him a seat in other than a third-class carriage, Mr. Corbridge went to Blackburn in a cab. This cost him 20s., and he alleged that he sustained an additional loss of 5s. 6d. by reason of not being at his place of business in time. The court awarded him 20s. damages; and on a new trial yesterday, at the instigation of the defendants, this decision was re-affirmed, and the plaintiff was allowed costs, amounting to from £12 to £15.—*Daily Paper.*

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 3, 1869.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 93⅞	Annuities, April, '85, 11 15-16
Ditto for Account, Jan. 6, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 9 p m
New 3 per Cent., 92½	Ditto, £500, Do — 9 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 9 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 213	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 92	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	79½
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	36⅛
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	108½
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	55⅛
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	45⅜
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	121⅛
Stock	London and South-Western	100	94
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	82⅜
Stock	Midland	100	119½
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	119
Stock	North Staffordshire	100	58⅛
Stock	South Devon	100	42
Stock	South-Eastern	100	77
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have been heavy and dull this week, owing, it is everywhere said, to the troublesome aspect of Irish sedition, coupled with the inaction of the Government. Railways are rather stronger than the funds. Foreign securities have been inactive, but show a tendency to improvement.

This week has been issued, the prospectus of the Danubian Navigation Company (Lim.) The object is to acquire and extend the lighterage business in grain and other goods now carried on by Mr. Carnegie on the Danube, by means of large iron vessels towed by steam tugs. The capital is fixed at £50,000, in 5,000 shares of £10 each, and the entire amount is to be paid up on application and on allotment.

The salary of the Town Clerk of Barnsley (Mr. Peacock) has been fixed by the Town Council at £300 per annum.

The Prussian Lower House have just passed bills making the validity of marriages exclusively dependent upon registration before the judge, and introducing trial by jury for all political and Press offences.

Mr. Franklin Lushington has been appointed to the police magistracy vacant by the death of Mr. Burcham. Mr. Lushington was called to the Bar in January, 1853. He was for three years a member of the Supreme Council of Justice in the Ionian Islands, and at present belongs to the Midland Circuit. He was formerly a fellow of Trinity College, Cambridge, having been Senior Classic and First Chancellor's Medallist in 1849. Mr. Burcham was Third Classic in 1830, and was also a fellow of the same college. It is singular that twice running this appointment should fall to an eminent classic and fellow of Trinity.

The Civil Tribunal of Milan has just given its decision in a cause of some importance to English families, which has for some time been before it, between "La nobile Signora Carolina Augusta Tibaldi," born in London, of an English father, and a Scotch mother, and "Il nobile Signor Albano Gobetti," of Rovigo, now resident at Cairo as adjutant in the service of the Prince Hereditary of Egypt. Madame Gobetti, the plaintiff in the case through her counsel, Signor Radius, asked the court to annul the marriage with Gobetti, which took place November 7, 1864, in the English Church, Milan, not the Waldensian Church, as stated in one or two journals. The court, after a full consideration of the case, decided accordingly, declaring the marriage invalid on several grounds:—1. the minority of the plaintiff at the time of the marriage; 2. her having no legal representative on the occasion; 3. due notice not having been given of the marriage; 4. the officiating clergyman not belonging to the religious persuasion of either of the parties; and 5, the marriage having been celebrated in a city in which neither of the contracting parties resided, or had passed the legal period in such cases.—*Northern Paper.*

ELECTIVE JUDICIARY.—The State of New York was, we believe, the first to open the judicial office to the choice of the people by annual election. It is now proposed by a new constitution, which is shortly to be submitted to the direct vote of the people, to provide for the establishment of a Court of Appeal, to consist of seven judges holding their office for fourteen years. This would be a great improvement, but it is further proposed, after 1873, to vest the appointments of these judges in the Governor of the State, to be held during good behaviour. The better class of the profession and order-loving citizens are anxiously looking forward to a return to the old English system, by which alone, as is remarked in a leading American law periodical, "the Bench can permanently retain its independence or its respectability." The evils resulting from the present system and the corruptions of the judiciary of New York were some time ago exposed in the most scorching way by the *American Law Review*, in language which seemed to despair of any improvement. When, however, a nation, boastful and bigoted though it be, begins to acknowledge that it has made mistakes, there is still it may be hoped a chance of improvement.—*Canada Law Journal.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARK—On Dec. 1, the wife of Alfred Clark, of 31, Addison-gardens, South Kensington, and 4, Lincoln's-inn-fields, of a son.

KENRICK—On Nov. 29, at 6, Percy Villas, Campden-hill, Kensington, the wife of George Kenrick, Esq., of a son.

MARRIAGES.

ALDHAM—HUXLEY—On Nov. 30, at St. Pancras, Harcourt H. Aldham, Solicitor, to Emily, daughter of the late Thomas Huxley, Esq., of the Middle Temple, and Camden-road.

GOODEVE—KNOWLYS—On Nov. 23, at Christ Church, Clifton, Lewis Arthur Goodeve, Barrister-at-Law, of the Middle Temple, and Advocate of the High Court at Calcutta, to Florence Everilda, youngest daughter of the late Thomas John Knowlys, Esq., of Heysham Tower, Lancashire.

HUNTER—OLIVER—On Nov. 25, at the parish church, Whitwell, Isle of Wight, Mark William Hunter, Barrister-at-Law, of Lincoln's-inn, to Elizabeth Hannah, younger daughter of the late Captain Sir Robert Oliver, R. N.

MELLOR—BAZELEY—On Nov. 11, at St. Martin's Church, Liskeard, William Chandley John Mellor, Solicitor, of Huntingdon, to Mary, second daughter of Augustus Bazeley, Esq., Liskeard.

DEATHS.

BURCHAM—On Nov. 27, at his residence, Sunnyside, Chingford, Essex, Thos. Borrow Burcham, Esq., M.A., late Stipendiary Magistrate at the Southwark Police Court, and Fellow of Trinity College, Cambridge, in his 62nd year.

HOOKER—On Nov. 27, at Queenborough, in the Isle of Sheppey, Edward Hooker, Esq., Solicitor, formerly of Sheerness, aged 77.

WATKINS—On Nov. 5, J. G. Watkins, Esq., Barrister-at-Law, Oxford Circuit, aged 32.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Nov. 26, 1869.

LIMITED IN CHANCERY.

Tremadoc and Raltwen Slate Company (Limited).—Petition for winding up, presented Nov 20, directed to be heard before the Master of the Rolls on Dec 4. Cooke, Serjeant's-inn, Chancery-lane, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Bank of London and National Provincial Insurance Association.—Petition for winding up, presented Nov 25, directed to be heard before Vice-Chancellor James on Dec 4. Ashurst & Co, Old Jewry, solicitors for the petitioner.

STANNARIES OF CORNWALL.

South Trevenna Tin and Copper Mining Company (Limited).—The Vice-Warden has, by an order dated Nov 22, ordered that the above company be wound up. Chilcott, Truro, for Fowler, Plymouth, solicitor for the petitioner.

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TUESDAY, Nov. 30, 1869.

LIMITED IN CHANCERY.

Oil and Tallow Refining Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 19, ordered that the above company be wound up. Snell, George-st, Mansion-house, solicitor for the petitioner.

Spence's Patent Non-conducting Composition and Cement Company (Limited).—Petition for winding up, presented Nov 27, directed to be heard before the Master of the Rolls on Dec 11. Sparham, 8t Benet-pl, Gracechurch-st, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

Bank of London and National Provincial Insurance Association.—Petition for winding up, presented Nov 26, directed to be heard before Vice-Chancellor James on Dec 11. Chilton & Co, Chancery-lane, for W. & A. F. Morgan, Birm, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Nov. 26, 1869.

Tradesmen and Mechanics Friendly Society, Angel Inn, Basingstoke, Hants. Nov 24.

TUESDAY, Nov. 30, 1869.

Llandrille-in Rhos Female Friendly Society, Swan Hotel, Mochdre. Nov 26.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 26, 1869.

Bennett, Geo Weedon, Osborn-pl, Blackheath, Jeweller. Dec 24. Jenkins v Bennett, M. R. Keene & Marsland, Lower Thames-st.

Beswick, Thos, Manch, Sheriff's Officer. Dec 31. Beswick v Beswick, V.C. James. Henderson & Redhead, Fenchurch-st.

Beville, Webster Offord, Richmond, Surrey, Gent. Dec 20. Beville v Beville, M. R. Oldreive, Berners-st.

Boulton, Celia Maria, Marlborough-rd, Widow. Dec 13. Re Boulton, V.C. Stuart. Paterson & Co, Chancery-lane.

Dunn, Mary Ann, Clifton, Bristol, Widow. Dec 29. Cooke v Curtis, V.C. Stuart. Cooke & Sons, Bristol.

Ffowks, Peter, London, Gent. Jan 7. Fowke v Briggs, M. R.

Firth, Thos, Hartford Lodge, Cheshire, Banker. Dec 31. Firth v Firth, V.C. James. Hall & Janion, Manch.

James, Thos, Clarbeston, Pembrokeshire, Farmer. Dec 23. James v James, V.C. James. Campbell, Warwick-st, Regent-st.

Trotman, Joseph, Bath. Jan 10. Turner v Trotman, V.C. Stuart. Wasbrough, Bristol.

Wilkinson, Stephen Edwd, Mansfield, Notts. Dec 24. Langham v Gamble, V.C. James. Cook, Derby.

TUESDAY, Nov. 30, 1869.

Alexander, Andrew, Willesden, Middx, Gent. Dec 24. Froggatt v Woodrow, M.R. Donne, Princes-st, Spitalfields.

Dean, Geo Wm Cuming, New Broad-st, Solicitor. Dec 31. Mead v Dean, V.C. James. Blewitt, New Broad-st.

Heape, Eliz, Bordesley, nr Birm. Dec 23. Baynham v Heape, M.R. Burman, Birm.

Thomas, Anne, Aberdare, Glamorgan, Widow. Jan 7. Griffiths v Thomas, M.R. James, Merthyr Tydfil.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 26, 1869.

Avery, Saml, Hay End Farm, Stafford, Farmer. Dec 31. Crabb, Rugeley.

Barratt, Sarah, Cheetham-hill, Manch, Widow. Jan 10. Marsh & Co, Warrington.

Champion, John, Rodmersham, Kent, Farmer. Jan 6. Johnson, Faversham.

Coy, John Underwood, Vincent-ter, Islington, Gent. Jan 6. Reed & Co, Gresham-st.

Crabtree, Richd, Lumb, Lancashire, Woollen Manufacturer. Dec 24. Hall, Bacup.

Ellis, Saml, Walton, York, General Carrier. Jan 1. Burrell, Wakefield.

Gill, John, Merton-cum-Gratton, York, Farmer. Jan 15. Hirst & Capes, Boroughbridge.

Hairs, Geo, Little Distaff-lane, Cannon-st, Warehouseman. Dec 30. Townend, Queen-st, Cheapside.

Harrison, Agnes, Bankfield, nr Poulton-le-Fylde, Lancashire, Widow. Dec 27. Houlker, Preston.

Harvey, Dame Charlotte Mary, Norwich, Widow. Jan 1. Kerrison & Preston, Norwich

Jardine, Wm, Anderton, Cheshire, Agent. Jan 10. Green, Northwich.

Lovett, Giles, Gloucester-rd, South Kensington, Gent. Dec 20. Lawrie & Keen, Dean's-ct, Doctors'-commons.

Mann, Alice, Kingston-upon-Hull, Spinster. Jan 1. Dryden & Son.

Myers, Wm, Darlington, Durham, Gent. Jan 15. Hunton, Richmond.

Newby, Fras, Leek, Stafford, Widow. Jan 1. Hooker & Allen, Leek.

Newcome, Rachel Catherine, Bath, Spinster. Dec 31. Stone & Co, Bath.

Payne, John, Ventnor, Isle of Wight, Gent. Dec 22. Mathews, Bedford-row.

Penson, Richd, Willington, Warwick, Farmer. Jan 1. Hancock & Hiron, Shipston-on-Stour.

Potter, John, Southwark-bridge-rd, Wheelwright. Dec 31. Saffary & Huntley, Tooley-st, Southwark.

Reeves, Mary, Rowledge, Surrey, Widow. Dec 17. Lethbridge & Son, Abingdon-st, Westminster.

Reeves, Thos, Rowledge, Surrey. Dec 17. Lethbridge & Son, Abingdon-st, Westminster.

Rous, Jane, Bath, Widow. Dec 31. Stone & Co, Bath.

Tuckey, Geo, Colerne, Wilts, Carrier. Jan 1. Little & Little Bath.

Wrightup, Thos, Panworth Hall, Norfolk. Dec 15. Keith & Co, Norwich.

TUESDAY, Nov. 30, 1869.

Beer, Chas, Bath, Coachman. Dec 31. Stone & Co, Bath.

Bromley, Emily Bertha, Belgrave-rd, Pimlico. Feb 1. Horn & Murray, King's-st, St James's.

Buttery, John Armitage, Horsforth, York, Woolstapler. Dec 31. Snowden & Son, Leeds.

Cookson, Thos, Stretford, Lancashire, Farmer. Dec 31. Simpson, Manch.

Crick, Jeffry, Sapiston, Suffolk, Farmer. Dec 21. Cross, Botesdale.

Dearberg, John Benj, David, Ladbroke-crescent, Notting-hill. Jan 1. Matthews & Co, Bucklersbury.

Dickson, Ann, Cross-st, Islington, Widow. Jan 4. Marden, Newgate-st.

Dickson, John, Charles-st, Liverpool-rd, Islington, Accountant. Jan 4. Marden, Newgate-st.

Easty, Hy Simpson, Ryde, Isle of Wight, Gent. Jan 1. Hearn & Fardell, Ryde.

Ellwand, Richd, Pudsey, York, Gent. Dec 31. Snowden & Sons, Leeds.

Haffenden, Thos, Hanwell, Middlesex. Feb 1. Haffenden, Hanwell.

Harker, Robt, Seamer, York, Gardener. Jan 1. Nesfield, Scarborough.

Harvey, Chas, Hemus-ter, King's-rd, Chelsea, Gent. Jan 10. Thomas, St James's-sq.

Haslehurst, Alfd, Rosario, South America, Merchant. March 31. Stibbard & Beck, East India-avenue, Leadenhall-st.

Hemsley, Geo, Yalding, Kent. Dec 15. Parker & Co, for Hinds, Goudhurst.

Legard, Jas Anlaby, West Cowes, Isle of Wight. Captain R. N. Feb 26. Woolley, Loughborough.

Middleton, Wm, Moreton Morrell, Warwick, Farmer. Feb 1. Field, Leamington Priors.

Odell, Gregory, Ravenstone, Northampton, Farmer. Jan 15. Becke & Green, Northampton.

Smith, Wm, Anderton, Cheshire, Ship Carpenter. Jan 1. Fletcher, Northwich.

Stark, Thomazine, Monkton, Kent, Widow. Jan 1. Wightwick & Co, Canterbury.

Swintold, John, Minster Abbey, Kent, Gent. Dec 31. Kingsford & Dorman, Essex-st, Strand.

Toft, Mary, Kingston-upon-Hull, Widow. Jan 15. Lee & Thorney, Hull.

Weston, Wm, Battle, Sussex, Surgeon. Jan 20. Sheppard, Battle.

Willan, Joseph, Birm, Lime Merchant. Dec 31. Sargent, Birm.

Wilson, John, Scarborough, York, Builder. Jan 18. Nesfield, Scarborough.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 26, 1869.

Addicott, Thos, sen, & Amos Wright Allen, Nottingham, Drapers' Oct 27. Comp. Reg Nov 23.

Andrews, Chas, jun, Gravesend, Kent. Saddler. Oct 29. Comp. Reg Nov 23.

Bailey, Matthew, Salford, Lancashire, Smith. Oct 23. Asst. Reg Nov 25.

Ball, Jas Whiteside, Blackpool, Lancashire, Cabinet Maker. Oct 14. Comp. Reg Nov 26.

Barrett, Benj, Oxford st, Manufacturer of Travelling Equipage. Nov 12. Comp. Reg Nov 23.

Berry, Joseph, Slaithwaite, nr Huddersfield, York, Woollen Manufacturer. Nov 6. Asst. Reg Nov 24.

Bird, Joseph, Swinton, York, Grocer. Oct 15. Comp. Reg Nov 25.

Borton, Fras Carr, Manch, Gent. Nov 8. Comp. Reg Nov 26.

Brooks, Geo Dumont, Nottingham, Merchant. Nov 10. Comp. Reg Nov 24.

Bunce, Wm, & Thos Bunce, Chalk Farm-rd, Drapers. Oct 29. Asst. Reg Nov 25.

Cariens, Benj Benoit, Manch, Tailor. Nov 24. Comp. Reg Nov 26.

Colbeck, Christopher, Kingston-upon-Hull, Joiner. Oct 25. Asst. Reg Nov 22.

Cranshaw, Wm, Preston, Lancashire, Oil Dealer. Nov 5. Comp. Reg Nov 25.

Crawford, Matthew, Nelson-st, Greenwich, Baker. Nov 3. Comp. Reg Nov 25.

Crawshaw, Geo, Masbrough, York, Grocer. Oct 28. Comp. Reg Nov 25.

Curtis, Thos, Lambley, Nottingham, Farmer. Nov 3. Comp. Reg Nov 24.

Dales, John, New Inn, Strand, House Agent. Nov 24. Comp. Reg Nov 24.

Deackes, Hy, Stroud, Kent, Boot Maker. Nov 1. Comp. Reg Nov 24.

Dickson, Wm, Gt Winchester-st, Old Broad-st, Surveyor. Oct 28. Comp. Reg Nov 24.

Dolman, Job, Birm, Provision Merchant. Nov 23. Comp. Reg Nov 26.

Easton, Joseph, Redhill, Surrey, Grocer. Oct 25. Comp. Reg Nov 25.

Farries, Alex, Homer-ter, South Hackney, Clerk. Nov 22. Comp. Reg Nov 25.

Field, Hy, Gloucester-ter, Kensington, Gas Fitter. Nov 1. Comp. Reg Nov 23.

Flockton, Hy, Millbridge, Liversedge, York, Cabinet Maker. Nov 15. Comp. Reg Nov 24.

Freeston, Robt, Great Yarmouth, Norfolk, Corn Merchant. Nov 4. Comp. Reg Nov 25.

Hackett, Clarence, Chatham, Kent, Draper. Oct 19. Asst. Reg Nov 25.

Haylion, Robt Thos, Southampton-row, Russell-sq, Cheesemonger Nov 1. Comp. Reg Nov 24.

Haynes, Wm, Bedford, Builder. Oct 16. Asst. Reg Nov 22.

Hays, Margaret, Houghton-le-Spring, Durham, Grocer. Oct 27. Asst. Reg Nov 24.

Holland, Jas, Congleton, Cheshire, Innkeeper. Sept 29. Asst. Reg Nov 23.

Horn, Geo, Leeds, Painter. Oct 30. Asst. Reg Nov 25.

Ingram, Jas, Manch, Ale Merchant. Nov 11. Comp. Reg Nov 24.

Inwood, Chas Jas, London-rd, Southwark, Cheesemonger. Nov 19. Comp. Reg Nov 24.

Isaac, John Raphael, & Raffaelle Colman Isaac, Lpool, Dealers in Works of Art. Nov 24. Comp. Reg Nov 26.

Llewellyn, Thos, St Leonard's-on-Sea, Builder. Nov 19. Asst. Reg Nov 24.

Long, Geo, Bishopsgate-st, Without, Hosier. Nov 3. Asst. Reg Nov 23.

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Mawle, Fredk, Hastings, Sussex, Lathrender. Oct 29. Asst. Reg Nov 24.
Norton, Patrick, Buck-lane, Smithfield, Oilman. Oct 26. Conv. Reg Nov 24.
Pakeman, Thos. & Jas Pakeman, Swindon, Wilts, Drapers. Nov 8. Comp. Reg Nov 23.
Pilling, John, Rochdale, Lancashire, Cotton Manufacturer. Nov 3. Asst. Reg Nov 24.
Pimsaul, Walter, Docking, Norfolk, Chemist. Nov 9. Asst. Reg Nov 25.
Rayson, John, York, Bricklayer. Oct 30. Asst. Reg Nov 24.
Sheppard Grant, Mare-st, Hackney, Draper. Oct 21. Asst. Reg Nov 26.
Spours, Wm, Newbottle, Durham, Grocer. Sept 24. Comp. Reg Nov 25.
Smith, John Edward, & Ferdinand Blanchard Smith, High-st, Borough, Shirt Makers. Oct 26. Comp. Reg Nov 23.
Starkey, Thos, Northwick, Cheshire, Hay Dealer. Oct 29. Comp. Reg Nov 23.
Taylor, Chas, East Retford, Nottingham, Saddler. Oct 27. Asst. Reg Nov 24.
Tutton, Wm, Bath, Licensed Victualler. Nov 1. Comp. Reg Nov 24.
Waterson, John Paterson, Forest-hill, Kent, Builder. Oct 22. Comp. Reg Oct 25.
Wilkinson, Robt, Moreton Wood, Salop, Farmer. Oct 20. Asst. Reg Nov 24.
Woodward, Joseph, Wolverhampton, Stafford, Currier. Nov 19. Comp. Reg Nov 26.
Wormald, Joshua, Glossop, Derby, Boot Maker. Nov 24. Comp. Reg Nov 25.

TUESDAY Nov. 30, 1869.

Allatt, Jas Storey, Leeds, Iron Merchant. Nov 15. Asst. Reg Nov 27.
Allen, Eliz, Ticehurst, Sussex, Blacksmith. Nov 6. Asst. Reg Nov 27.
Andrew, John Small, Bishopwearmouth, Durham, Dealer in Surgical Instruments. Nov 5. Comp. Reg Nov 29.
Arnold, Chas, Blucher-st, Walworth, Miller. Nov 22. Comp. Reg Nov 29.
Balme, Edgar, Windhill, York, Brick Maker. Nov 17. Asst. Reg Nov 26.
Barker, Thos, Bedford, Plumber. Oct 30. Comp. Reg Nov 27.
Beeson, Wm, Stevenage, Herts, Farmer. Nov 16. Comp. Reg. Nov 27.
Bell, Geo, Fulham-rd, Decorator. Nov 3. Comp. Reg Nov 27.
Burr, Jas Anderson, & Hy Lewis Wainewright, Sunderland, Durham, Timber Merchants. Oct 9. Asst. Reg Nov 27.
Calcher, Bertram Jas, Birm, Gun Manufacturer. Nov 13. Comp. Reg Nov 26.
Clinton, Albert Edward, Truro, Cornwall, Ironmonger. Oct 23. Comp. Reg Nov 27.
Colbeck, Thos, Huddersfield, York, Yarn Spinner. Nov 1. Asst. Reg. Nov 29.
Crouch, John Cordy, Grafton-st east, Tottenham-court-rd, Pawnbroker, Nov 5. Inspectorship. Reg Nov 27.
Doyle, Thos Fras, Lpool, Comm Agent. Nov 6. Comp. Reg Nov 26
Dunn, Alex, & Alex Strachan, Walbrook, East India Agents. Nov 16. Asst. Reg Nov 26.
Eaton, Thos Elijah, Shepherdess-walk, City-rd, Cricket Bat Manufacturer. Nov 15. Comp. Reg Nov 26.
Eddell, Jas Skelton, Huddersfield, Hosier. Nov 1. Comp. Reg Nov 27.
Ford, Joseph Smith, South Shields, Durham, Butcher. Nov 4. Asst. Reg Nov 29.
Gardner, Wm, Leeds, Boot Manufacturer. Nov 18. Asst. Reg Nov 27.
Gee, Wm, Birm, Malleable Iron Founder. Nov 1. Comp. Reg Nov 27.
Giles, Hy, Church-st, Greenwich, Grocer. Nov 25. Comp. Reg Nov 27.
Goddard, Wm Harrison, Wimeswold, Leicester, Publican. Nov 2. Comp. Reg Nov 26.
Greenbank, Thos, Blackburn, Lancashire, Auctioneer. Nov 1. Asst. Reg Nov 29.
Greenwood, Eliz, Halifax, Worsted Spinner. Oct 30. Asst. Reg Nov 29.
Harris, Wm, Plymouth, Devon, Draper. Oct 25. Asst. Reg Nov 27.
Hume, Jas, Warwick, Travelling Draper. Nov 2. Asst. Reg Nov 27.
Hurndall, Watkin Lucy, Swansea, Glamorgan, Draper. Nov 3. Asst. Reg Nov 29
James, David Thos, Treeynon, Glamorgan, Grocer. Nov 8. Comp. Reg Nov 29.
Jones, Wm, Blyth, Nottingham, Timber Merchantt Sept 30. Asst. Reg Nov 29.
Kerr, Geo, Leicester, Draper. Nov 1. Asst Reg Nov 26.
Kirkbride, Wm Atkinson, Lpool, Draper. Nov 1. Asst. Reg Nov 29.
Kitchen, Jabez Wm, Leeds, Machine Maker. Nov 20. Comp. Reg Nov 25.
Laws, Thos, Newcastle-upon-Tyne, Builder. Nov 5. Asst. Reg Nov 30.
Line, Wm, Dunstaple, Bedford, Builder. Oct 30. Comp. Reg Nov 27.
Lovejoy, Jas, Choumert-rd, Rye-lane, Peckham, Builder. Sept 15. Comp. Reg Nov 29.
Mackenzie, Jas, Newcastle-upon-Tyne, Draper. Nov 4. Asst. Reg Nov 30.
McDowell, Saml Alex, 21st Reg. Hussars. Oct 29. Asst. Reg Nov 25.
Morgan, Wm Jones, Old Kent-rd, Draper. Nov 15. Comp. Reg Nov 27.
Murray, Wm, Barnsley, York, Draper. Oct 30. Asst. Reg Nov 25.
Patterson, Joseph, Manch, Grocer. Nov 29. Comp. Reg Nov 30.
Paul, Wm, Leicester, Concert Hall Proprietor. Nov 6. Asst. Reg Nov 27.
Peach, John, Derby, Tailor. Nov 1. Asst. Reg Nov 29.
Pooley, Jas Roper Drake, Bath, Librarian. Nov 2. Inspectorship. Reg Nov 26.
Pope, Alfd, Bridgwater, Somerset, Draper. Oct 30. Asst. Reg Nov 26.
Prescott, Saml, Bemerton-st, Colodonian-rd, Butcher. Nov 24. Comp. Reg Nov 27.
Rice, Joseph Carter, Exe Island, Exeter, Innkeeper. Oct 27. Asst. Reg Nov 27.
Shillingford, Richd, Kentish-town-rd, Draper. Oct 30. Asst. Reg Nov 26.
Smith, Courtenay, Aldgate, Comm Merchant. Oct 26. Comp. Reg Nov 26.
Smith, Louisa, Brighton, Schoolmistress. Nov 2. Asst. Reg Nov 30.
Stansfield, Joseph, Maneh, Bookkeeper. Nov 20. Comp. Reg Nov 26.
Taylor, Alex, Gateshead, Durham, Provision Dealer. Nov 8. Asst. Reg Nov 26.
Thomas, Hy Joseph, Bath, Chemist. Oct 25. Comp. Reg Nov 27.
Tirrell, Joseph, jun, Bevefield, Northampton, Baker. Nov 11. Asst. Reg Nov 29.
Wheeler, John, Debtors' Prison, Whitecross-st, Builder. Oct 23. Asst. Reg Nov 30.
Whittaker, Joseph, Marton, Cheshire, Farmer. Nov 3. Comp. Reg Nov 29.
Wild, Geo Maurice, St John's-st, Clerkenwell, Corndealer. Nov 22 Comp. Reg Nov 29.
Williamson, Thos, Manch, Draper. Nov 4. Asst. Reg Nov 27.
Wood, John, Abbotsbury, Dorset, Shopkeeper. Nov 13. Comp. Reg Nov 29.
Wrigglesworth, Jabez, Leeds, Confectioner. Nov 10. Asst. Reg Nov 27.
Wright, Hy, Antingham, Norfolk, Merchant. Nov 1. Asst. Reg Nov 29.
Yallop, Danl, North Shields, Northumberland. Oct 19. Comp. Reg Nov 27.

Bankrupts

FRIDAY, Nov. 26, 1869.

To Surrender in London.

Adams, Jas Stapleton, Elizabeth-ter, Fort-rd, St James-rd, Bermondsey, Wharfinger's Clerk. Pet Nov 18. Dec 6 at 11. Godfrey Hatton-garden.
Arno, Joshua, Morpeth-rd, South Hackney, out of business. Pet Nov 24. Murray. Dec 13 at 12. Fenton, Paragon-rd, Hackney.
Balls, Joseph, Fivefoot-lane, Thames-st, out of business Pet Nov 22. Pepys. Dec 10 at 11. Long, Queen-st, Charles-sq, Hoxton.
Barnes, Archibald Edwd, Crowndale-rd, St Pancras, Draper. Pet Nov 18. Pepys. Dec 10 at 12. Cordwell, College-hill.
Barney, Jas, Chalvey, Bucks, Baker. Pet Nov 19. Pepys. Dec 9 at 2. Burt, Guildhall-chambers.
Blundell, Thos. Alpine-ter, Forest-hill, Dairyman. Pet Nov 19. Pepys. Dec 9 at 2. Cann, Lincoln's-inn-fields.
Blunden, Geo, Caterham, Surrey, Grocer. Pet Nov 23. Murray. Dec 8 at 12. Holmes, Threadneedle-st.
Boys, Thos Shotter, King's-college-rd, Hampstead, Artist. Pet Nov 23. Dec 13 at 12. Smith, Gt James-st, Bedford-row.
Brookfield, John, Carlton-rd, Kilburn, out of business. Pet Nov 23. Pepys. Dec 10 at 1. Pain, Marylebone-rd.
Burton, Geo Mihill, Southtown, Suffolk, Cabinet Maker. Pet Nov 20. Dec 13 at 11. Cowdell & Grundy, Budge-row.
Clay, Thos Wm, Pool-rd, Well-st, South Hackney, Statuary Mason. Pet Nov 23. Murray. Dec 13 at 11. Beard, Basinghall-st.
Colbourn, John, Citizen-rd, Hornsey-rd, Foreman to a Carcass Butcher. Pet Nov 22. Murray. Dec 13 at 11. Hobbes, North-bldgs, Finsbury.
Cooper, Alfred Langford, St Lawrence-ter, Dallywell-rd, Stockwell, Commercial Traveller. Pet Nov 20. Pepys. Dec 9 at 2. Keene, Lower Thames-st.
Cory, Hy, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 2.
Cracknell, Rosanna, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 2.
Dart, Jas Roger, Nine Elms-lane, Vauxhall, Licensed Victualler. Pet Nov 19. Dec 6 at 1. Lewis, Cheap-side.
Davies, Abraham, Wheely Down Farm, Warnford, Hants, Farmer. Pet Nov 23. Dec 13 at 12. Watson, Basinghall-st.
Etheridge, Wm, Croft-st, Lower-rd, Deptford, Carpenter. Pet Nov 23. Murray. Dec 13 at 12. Hicklin & Washington, Trinity-sq, Borough.
Gale, John, Prisoner for Debt, London, Adj Nov 13. Pepys. Dec 10 at 2.
Grandy, Matthew Beattie, Woolwich, Kent, Assistant Paymaster, R.N. Pet Nov 22. Pepys. Dec 10 at 11. Scott, Basinghall-st.
Grey, John, High-st, Poplar, Hatter. Pet Nov 18. Pepys. Dec 9 at 12. Hilleary, Crutchedfriars.
Grimes, Thos, Artillery-pl, Woolwich, Watchmaker. Pet Nov 23. Pepys. Dec 10 at 12. Lewis & Lewis, Ely-pl, Holborn.
Gutteridge, Richd, Osnaburgh-st, Marylebone-rd, Surgeon. Pet Nov 19. Pepys. Dec 9 at 1. Collett, Bloomsbury-sq.
Hallett, Thos Richd, Leader-st, Chelsea, Licensed Victualler. Pet Nov 19. Dec 6 at 1. Lawrance & Co, Old Jewry-chambers.
Hammond, Zechariah, Old Saints-rd, Notting-hill, House Decorator. Pet Nov 20. Pepys. Dec 9 at 2. Berridge, High-st, Marylebone.
Hatcher, John, Prisoner for Debt, London. Pet Nov 23 (for pau). Pepys. Dec 10 at 1. Hicks, Coleman-st.
Holloway, Richd, Regent's-pk-rd, Tobacconist. Pet Nov 23. Dec 13 at 12. Steadman, London-wall.
Hubbard, John, Wilton-rd, Shepherd's-bush, Grocer. Pet Nov 23. Murray. Dec 13 at 12. Webster, Basinghall-st.
Kirkpatrick, Jas, Abbey-rd West, St John's-rd West, General Shop Keeper. Pet Nov 22. Dec 13 at 11. Rigby, Gresham-st.
Lenton, Saml Benj, Banner-sq, St Luke's, General Shop Keeper. Pet Nov 22. Murray. Dec 13 at 11. Hutson, Upper Clifton-st, Finsbury.
Masch, John Gerlach, Moor-pk-rd, Fulham, Clerk. Pet Nov 22. Murray. Dec 13 at 11. Denny, Coleman-st.
McKeon, Wm John, & Hy Faith, Cambridge-rd, Mile End, Cheesemongers. Pet Nov 24. Murray. Dec 8 at 11. Pearce, Giltspur-st.
McLean, Chas, Bridge-rd, West Battersea, Carver. Adj Oct 27. Brougham. Dec 15 at 11. Green & Hall, Moorgate-st.
Mount, Saml Prior, Palross-rd, Stockwell, Warehouseman's Assistant. Pet Nov 20. Pepys. Dec 10 at 11. Plunkett, King-st, Cheapside.
New, Jean, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 2.
Northcote, Francis, Pentonville-rd, Tobacconist. Pet Nov 23. Pepys. Dec 10 at 12. Barker, Gray's-inn-sq.
O'Connor, Wm Patrick, Prisoner for Debt, London. Adj Nov 17. Pepys. Dec 10 at 1.
Pickford, Frank, Bromley, Kent, Builder. Pet Nov 22. Murray. Dec 8 at 1. Plunkett, King-st, Cheapside,
Powell, Chas, Duke-st, Lincoln's-inn-fields, Cheesemonger. Pet Nov 23. Murray. Dec 13 at 12. Perry, Guildhall-chambers, Basinghall-st.
Reeves, Joseph, Prisoner for Debt, London. Adj Nov 17. Dec 13 at 1.

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Schiller, Jacob, & Saml Strouse, Cambridge-rd, Hackney-rd, out of business. Pet Nov 23. Dec 13 at 1. Murray, Gt St Helen's.
Slatter, Joseph, Kennington-rd, Cheesemonger. Pet Nov 25. Murray. Dec 8 at 1. Angell, Guildhall-yard.
Squires, Saml, St Paul's-rd, Bow-common, out of business. Pet Nov 23. Murray. Dec 13 at 12. Carter & Bell, Leadenhall-st.
Summers, Jas, Frindsbury, Kent, Market Gardener. Pet Nov 22. Murray. Dec 13 at 11. Lewis & Co, Old Jewry for Bassett, Rochester.
Thomas, Stephen, Prospect-pl, Ealing, Carman. Pet Nov 23. Dec 13 at 12. Philp, Pancras-lane.
Tripp, Eliz, Bermondsey-st, Southwark, Upholstress. Pet Nov 17, Dec 6 at 11. Cooke, Gresham-bldgs, Basinghall-st.
Walter, Fredk Jas, Prisoner for Debt, London. Pet Nov 23 (for pau). Brougham. Dec 13 at 1. Lawrence, Lincoln's-inn-fields.
Webster, Sarah, Prisoner for Debt, London. Pet Nov 22 (for pau). Pepys. Dec 10 at 12. Lawrence, Lincoln's-inn-fields.
Wilshere, Richd Harris, St Ann's-rd, Mile End, Miller. Pet Nov 22. Dec 13 at 11. Angell, Guildhall-yard.
Woods, Wm, Poland-st, Oxford-st, Ham Dealer. Pet Nov 23. Pepys. Dec 10 at 12. Howard, Poultry.

To Surrender in the Country.

Amos, Richd, Clifford-cum-Boston, York, Innkeeper. Pet Nov 23 Leeds, Dec 13 at 11. Richardson, Harrogate; Clarke, Leeds.
Ashurst, Thos, Orrell, Lancashire, Grocer. Pet Nov 24. Lpool, Dec 9 at 11. Browne, Lpool.
Aston, Hy, Birm, Greengrocer. Pet Nov 10. Guest. Birm, Dec 10 at 10. Jagger, Birm.
Atkins, Mary, Crick, Northamptonshire, Licensed Victualler. Pet Nov 24. Hubbard. Rugby, Dec 14 at 11. Homer, Coventry.
Atkinson, John Wm, Leeds, Mason. Pet Nov 23. Marshall. Leeds, Dec 10 at 12. Whitely, Leeds.
Bailey, John Wm Benton, Gedney, Lincoln, Coal Agent. Pet Aug 12. Caparn. Holbeach, Dec 13 at 10. Cammack, Spalding.
Baker, Frank, Cardiff, Glamorganshire, Comm Agent. Pet Nov 23. Langley, Cardiff, Dec 7 at 11. Griffith, Cardiff.
Barkby, Hy, Leeds, Bootmaker. Pet Nov 22. Marshall. Leeds, Dec 10 at 12. Ward, Leeds.
Benison, Wm, Lower Ince, Lancashire, Grocer. Pet Nov 24. Fardell. Manch, Dec 7 at 11. Gardner, Manch.
Boocock, Edwd, Leeds, Baker. Pet Nov 23. Marshall. Leeds, Dec 10 at 12. Harle, Leeds.
Brent, Wm, Aberystwith, Cardigan, Innkeeper. Pet Nov 24. Wilde. Bristol, Dec 8 at 11. Brittan & Sons, Bristol.
Bridgwater, Joseph Hy, Birm, Journeyman Brassfounder. Pet Nov 19. Guest. Birm, Dec 10 at 10. Parry, Birm.
Brookes, Wm, Nottingham, Commercial Traveller. Pet Nov 23. Patchitt. Nottingham, Dec 22 at 10.30. Belk, Nottingham.
Brown, Chas Jas, Manch, Auctioneer. Pet Nov 22. Fardell. Manch, Dec 6 at 11. Brett & Co, Manch.
Bullard, Thos, Old Basford, Nottingham, Journeyman Bleacher. Pet Nov 20. Patchitt. Nottingham, Dec 22 at 10.30. Lees, Nottingham.
Bann, Edwin, Beaminster, Dorset, Gas Manager. Pet Nov 11. Templer. Bridport, Dec 9 at 12. Manley, Bridport.
Carr, Stephen, Prisoner for Debt, Walton. Adj Nov 18. Lpool, Dec 13 at 11.
Carter, Richd, Queach, Herefordshire, Farmer. Pet Nov 23. Hill, Birm, Dec 8 at 12. Kyrme, Ross; Reece & Harris, Birm.
Chambers, Christiana, Birm, Hotel Keeper. Pet Nov 24. Tudor. Birm, Dec 8 at 12. James & Griffin, Birm.
Cochran, Saml, & Jas Parker, Chorlton-upon-Medlock, Manch, Joiners. Pet Nov 19. Macrae. Manch, Dec 8 at 11. Chapman & Roberts, Manch.
Conroy, Joseph, Leicester, Boot Manufacturer. Pet Nov 22. Ingram. Leicester, Dec 11 at 10. Owston, Leicester.
Dale, Hy Geo, Bath, Somersetshire, Tea Dealer. Pet Nov 22. Wilde. Bristol, Dec 6 at 11. Fussell & Prichard, Bristol.
Davenport, Saml, Sandbeds, Staffordshire, Journeyman Key Filer. Pet Nov 22. Brown. Wolverhampton, Dec 7 at 12. Cartwright, Wolverhampton.
Davies, Danl, Llwynfynwent, Brecon, Servant. Pet Nov 23. Llewellin. Builth, Dec 8 at 12.30. Bishop & Son, Brecon.
Dearing, Jas, Brundish, Suffolk, Shoemaker. Pet Nov 23. Clubbbe. Framlingham, Dec 8 at 11. Shafto, Framlingham.
Eastwood, Walter, Ashton-under-Lyne, Lancashire, Book-keeper. Pet Nov 24. Hall. Ashton-under-Lyne, Dec 8 at 12. Roscoe. Ashton-under-Lyne.
Farthing, Robt Wallace, Hallgarth-mill, Durham, Farmer. Pet Nov 18. Greenwell. Durham, Dec 7 at 11. Marshall, Durham.
Flint, Isaac, Hulme, Manch, Beerhouse Keeper. Pet Nov 22. Hulton. Salford, Dec 11 at 9.30. Fox, Manch.
Forsdike, Jeremiah, Llanelly, Carmarthenshire, Licensed Victualler. Pet Nov 23. Wilde. Bristol, Dec 7 at 11. Beckingham, Bristol.
Forster, John, Wellington Toll-bar, Durham, Toll Collector. Pet Nov 24. Gibson. Newcastle-upon-Tyne, Dec 8 at 12. Eglinton, Sunderland.
Freedman, Barnett, Cardiff, Glamorgan, Clothier. Pet Nov 23. Langley. Cardiff, Dec 7 at 11. Ensor, Cardiff.
Garrett, Ralph, Prisoner for Debt, Durham. Adj Nov 17. Gibson. Newcastle-upon-Tyne, Dec 8 at 12. Hoyle, Newcastle-upon-Tyne.
Gough, Joseph, Moxley, Stafford, out of employment. Pet Nov 22. Walsall, Dec 20 at 12. Thurstans & Cartwright, Wolverhampton
Grayston, Wm, Bolton, Lancashire, Saddler. Pet Nov 24. Holden. Bolton. Dec 8 at 11. Hall & Rutter, Bolton.
Hadley, Joseph, Walsall, Stafford, Bridle Bit Maker. Pet Nov 23. Walsall, Dec 20 at 12. Glover, Walsall.
Halfhead, Thos, North Bradley, Wiltshire, Schoolmaster. Pet Nov 19. Webber. Trowbridge, Dec 9 at 11. Neave, Luton.
Harris, Edwd Graham, Prisoner for Debt, Walton. Adj Nov 18. Lpool, Dec 11 at 11.
Haythorn, Jas, Prisoner for Debt, Lancaster. Adj Nov 18. Hime. Lpool. Dec 8 at 3.
Heap, Joshua, Prisoner for Debt, Lancaster. Adj Nov 18. Macrae. Manch, Dec 10 at 11.
Hebdon, Thos, South Stockton, Yorkshire, Greengrocer. Pet Nov 23. Crosby. Stockton-upon-Tees, Dec 8 at 11. Draper, Stockton.
Heyhoe, Levi, Gt Grimsby, Lincoln, Licensed Victualler. Pet Nov 22. Leeds, Dec 8 at 12. Stead & Sibree, Hull.
Hill, John Rowland, Birm, out of business. Pet Nov 24. Hill. Birm, Dec 8 at 12. Hodgson & Son, Birm.
Hill, Elisha, Stockton, Durham, Grocer's Assistant. Pet Nov 24. Crosby. Stockton-upon-Tees, Dec 8 at 11.30. Clemmet, Stockton.
Holmes, Thos, Tranmere, Cheshire, Architect. Pet Nov 22. Wason. Birkenhead, Dec 9 at 10. Downham, Birkenhead.
Hosking, Geo Nathaniel, Cefucoedycymmer, Brecknockshire, Medical Assistant. Pet Nov 23. Russell. Merthyr Tydfil, Dec 8 at 11. Jones, Merthyr Tydfil.
Hughes, Hy Ellis, Abergele, Denbigh, Hotel Keeper. Pet Nov 22. Lpool, Dec 9 at 12. Bretherton & Son, Lpool.
Hull, John, Huddlestone, Manager of Oil Baize Works. Pet Nov 22. Kay. Manch, Dec 8 at 9.30. Orton, Manch.
Hunter, Geo, Leeds, Sawyer. Pet Nov 23. Marshall. Leeds, Dec 10 at 12. Granger & Son, Leeds.
Jefferies, Joseph, Tredworth, Gloucestershire, Furniture Broker. Pet Nov 23. Wilson. Gloucester, Dec 11 at 12. Cooke, Gloucester.
Jones, Thos, Walsall, Stafford, out of business. Pet Nov 24. Walsall, Dec 20 at 12. Duignan & Co, Walsall.
Keeton, Jas Clark, Belper, Derby, out of business. Pet Nov 23. Tudor. Birm, Dec 7 at 11. Smith, Derby.
King, John, Longdown, Ventnor, Isle of Wight, Painter. Pet Nov 23. Bake. Newport, Dec 11 at 1. Urry, Ventnor.
Kitchin, Geo Bedford, East Dereham, Norfolk, Cabinet Maker. Pet Nov 22. Coopor. East Dereham, Dec 8 at 11. Saunders, East Dereham.
Knight, Ralph, Prisoner for Debt, Lancaster. Adj Nov 18. Hime. Lpool, Dec 8 at 3.
Langham, Saml Fewkes, Leicester, Boot Manufacturer. Pet Nov 24. Tudor. Birm, Dec 7 at 11. James & Griffin, Birm.
Lee, John, Salford, Lancashire, Coal Agent. Pet Nov 13. Macrae. Manch, Dec 9 at 11. Jones, Manch.
Lodwick, Lodwick Nichol, Cardiff, Glamorgan, Draper. Pet Nov 23. Wilde. Bristol. Dec 7 at 11. Morgan, Cardiff; Beckingham, Bristol.
Louis, Levi, & Gustavus Louis, Manch, Merchants. Pet Nov 22. Fardell. Manch, Dec 8 at 12. Sale & Co, Manch.
Lundy, Jas Freer, Prisoner for Debt, York. Adj Nov 20. Leeds, Dec 8 at 12.
Lynch, Thos, North Shields, Northumberland, Tobacconist. Pet Nov 22. Gibson, Newcastle-upon-Tyne, Dec 8 at 12. Harle & Co, Newcastle-upon-Tyne.
Maine, Richd, Leicester, Cab Proprietor. Pet Nov 20. Ingram. Leicester, Dec 11 at 10. Owston, Leicester.
Malam, Wm, jun, Marston, Cheshire, Salt Boiler. Pet Nov 20. Cheshire. Northwich, Dec 6 at 10. Fletcher, Northwich.
Martin, Hy Vipont, Leeds, Cotton Spinner. Pet Nov 22. Leeds, Dec 13 at 11. Bond & Barwick, Leeds.
Mason, John, Yardley Gobion, Northamptonshire, out of business. Pet Nov 23. Whitton. Towcester, Dec 10 at 10. White, Northampton.
McIntyre, Jonathan, Lpool, Shipwright. Pet Nov 23. Lpool, Dec 10 at 12. Dean, Lpool.
Measor, Hy Robt, Brighton, Sussex, Greengrocer. Pet Nov 22. Evershed. Brighton, Dec 10 at 11. Runnacles, Brighton.
Merwood, Sarah, Oakfield, Isle of Wight, Grocer. Pet Nov 4. Blake. Newport, Dec 8 at 11. Beckingsale, Newport.
Millyard, Richd, West Cowes, Isle of Wight, Shipwright. Pet Nov 22. blake. Newport, Dec 8 at 11. Joyce, Newport.
Ormond, Hy, Laughton, Lincoln, Farmer. Pet Nov 24. Tudor. Birm, Dec 7 at 11. Law, Stamford.
Osborn, Hy, Rugby, Warwickshire, Licensed Victualler. Pet Nov 23. Hubbard. Rugby, Dec 7 at 11. White, Northampton.
Parr, Wm, Cosby, Leicester, Baker. Pet Nov 20. Ingram. Leicester, Dec 11 at 10. Miles & Co, Leicester.
Parry, Llywelyn, Afonwen, Flint, Builder. Pet Nov 23. Williamson. Holywell, Dec 8 at 11. Davies, Holywell.
Pattinson, John, Wigton, Cumberland, Tailor. Pet Nov 20. Hodgson. Wigton, Dec 8 at 10. Benson, Wigton.
Pepper, Joseph Ellershaw, Leeds, York, Carrier's Assistant. Pet Nov 23. Leeds, Dec 6 at 11. Richardson & Turner, Leeds.
Pepper, Josephus, Bradford, York, Clerk. Pet Nov 23. Leeds, Dec 6 at 11. North & Sons, Leeds.
Peters, Edwd Andreas Geo, Prisoner for Debt, York. Adj Nov 20. Leeds, Dec 8 at 12.
Pettinger, Thos England, Sheffield, Joiner. Pet Nov 24. Wake. Sheffield, Dec 9 at 1. Binney & Son, Sheffield.
Quash, Andrew, Prisoner for Debt, York. Adj Nov 20. Leeds, Dec 8 at 12.
Randall, Geo, Wallace Donnon, Dorsetshire, Beerhouse Keeper. Pet Nov 20. Dickinson. Poole, Dec 2 at 11. Tanner, Wimborne.
Richards, Chas Edwin, Portsea, Hants, Plumber. Pet Nov 23. Howard. Portsmouth, Dec 16 at 12. Stening, Portsea.
Riley, Jas, Burnley, Lancashire, Cabinet Maker. Pet Nov 22. Hartley. Burnley, Dec 13 at 3. Backhouse & Whittam, Burnley.
Roberts, Thos, Llangollen, Denbigh, Painter. Pet Nov 22. Reid. Wrexham, Dec 10 at 12. Sherratt, Wrexham.
Schofield, Saml, Huddersfield, York, out of business. Pet Nov 22. Fardell. Manch, Dec 6 at 11. Smith & Boyer, Manch.
Shaw, John Edwd, Lower Broughton, Lancashire, Comm Agent. Pet Nov 22. Fardell. Manch, Dec 7 at 12. Gardner, Manch.
Simpson, Joseph, Colne, Lancashire, Grocer. Pet Nov 24. Carr. Colne, Dec 8 at 4. Hartley, Burnley.
Smart, Geo, Prisoner for Debt, Cardiff. Adj Aug 14. Langley. Cardiff, Dec 7 at 11. Morgan, Cardiff.
Smith, Thos, Welsh Newton, Herefordshire, Wood Dealer. Pet Nov 25. Tudor. Birm, Dec 8 at 12. Williams, Monmouth; Hodgson & Son, Birm.
Somes, John, Kirby Bellars, Leicestershire, Farmer. Pet Nov 22. Tudor. Birm, Dec 7 at 11. Lees, Nottingham.
Stanton, Geo, Prisoner for Debt, Lancaster. Adj Nov 18. Hime. Lpool, Dec 8 at 3.
Swarbrick, Thos Banks, Blackpool, Lancashire, Bookseller. Pet Nov 22. Lpool, Dec 9 at 12. Browne, Lpool.
Thos, John, jun, Gwesfyr, Flint, Provision Dealer. Pet Nov 22. Lpool, Dec 9 at 12. Cartwright, Chester.

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Watson, Thos, Alnwick, Northumberland, Cooper. Pet Nov 23. Wilson. Alnwick, Dec 11 at 2. Busby, Alnwick.
Wearden, Wm, Chorley, Lancashire, Mourning Coach Proprietor. Pet Nov 24. Fardell. Manch, Dec 7 at 11. Radcliffe, Blackburn.
Whitaker, Jas, Armley, nr Leeds, Shoemaker. Pet Nov 18. Marshall. Leeds, Dec 10 at 12. Granger & Son, Leeds.
Whittle, Peter, Prisoner for Debt, Durham. Adj Nov 17. Ellis. Sunderland, Dec 10 at 11. Bell, Sunderland.
Whitmey, Ellen, Birkenhead, Cheshire, Leather Dealer. Pet Nov 22 Wason. Birkenhead, Dec 9 at 10. Anderson, Birkenhead.
Wilde, Chas Edwd, Stockport, Cheshire, Candle Wick Spinner. Pet Nov 19. Coppock. Stockport, Dec 17 at 12. Marsh. Stockport.
Williams, Wm, Prisoner for Debt, Carnarvon. Adj May 20. Williams. Carnarvon, Dec 15 at 11. Turner, Carnarvon.
Williams, Robt, Llanwrst, Denbigh, Farmer. Pet Nov 24. Lpool, Dec 8 at 12. Evans & Lockett, Lpool.
Williams, John, Holton-farm, Glamorgan, Farmer. Pet Nov 24. Langley. Cardiff, Dec 7 at 11. Morgan, Cardiff.
Williams, Saml, Bodmin, Cornwall, Builder. Pet Nov 24. Collins, Bodmin, Dec 18 at 10. Collins, Bodmin.
Williamson, Richd, Salford, Lancashire, Journeyman Painter. Pet Nov 23. Hulton. Salford, Dec 11 at 9.30. Storer, Manch.

TUESDAY, Nov. 30, 1869.

To Surrender in London.

Aranaz-y-Aleu, Ramon, Prisoner for Debt, London. Pet Nov 22 (for pau). Brougham. Dec 13 at 1. Lawrence, Lincoln's-inn-fields.
Barrett, Jas, Prisoner for Debt, Maidstone. Adj Nov 22. Dec 15 at 12.
Beattie, Wm, South-parade, Chelsea, Clerk. Pet Nov 26. Murray. Dec 15 at 11. Wickens, Palmerston-bldgs, Old Broad-st.
Bemment, Chas, Lowestoft, Suffolk, Beershop Keeper. Pet Nov 25. Murray. Dec 13 at 1. Chidley, Old Jewry.
Bone, Thos, Prisoner for Debt, London. Pet Nov 25 (for pau). Murray. Dec 13 at 2. Watson, Basinghall-st.
Bowers, Caleb, Prisoner for Debt, London. Pet Nov 25 (for pau). Pepys. Dec 16 at 1. Watson, Basinghall-st.
Bright, Geo, Prisoner for Debt, London. Adj Nov 17. Pepys. Dec 17 at 12.
Broad, Joseph, George-st, Richmond, Butcher. Pet Nov 26. Murray. Dec 15 at 11. Hooper, Clifford's-inn, Fleet-st.
Brown, Jas, Pigott-st, Limehouse, out of business. Pet Nov 27. Murray. Dec 15 at 12. Peard, Basinghall-st.
Buchholz, Wm, Prisoner for Debt, London. Pet Nov 24 (for pau). Murray. Dec 13 at 1. Laurence, Lincoln's-inn-fields.
Calvert, Hy, Douglas-villas, Lower Streatham, Builder. Pet Nov 22. Dec 13 at 11. Montague, Bucklersbury.
Chilcott, Wm Banks, Gloucester-rd, Regent's-pk, Tailor. Pet Nov 26. Murray. Dec 15 at 11. Davis & Barnard, Gresham-bldgs.
Cross, Thos Wm, Essex-rd, Islington, Ham and Beef Shopkeeper. Pet Nov 27. Pepys. Dec 17 at 11. Nind, Basinghall-st.
Davis, Hy Fras, Bayham-st, Camden-town, Pyrotechnist. Pet Nov 23. Pepys. Dec 10 at 1. Geaussent, New Broad-st.
Donkin, Thos, Gt College-st, Camden-town, Coal Agent. Pet Nov 26. Murray. Dec 15 at 11. Neal & Philpot, Gt Knight Rider st, Doctors'-commons.
Eade, Thos, Kennington-lane. Pet Nov 25. Murray. Dec 13 at 2. Newman, Bucklersbury.
Emery, Geo, Gt Portland-st, Marylebone, Upholsterer. Pet Nov 25. Murray. Dec 13 at 1. Dobie, Basinghall-st.
Fehrenbach, German, Chalk Farm-rd, Artist. Pet Nov 27. Murray. Dec 15 at 12. Johnson, St Martin's-ct, St Martin's-lane.
Franklin, Chas, Prisoner for Debt, London. Pet Nov 26 (for pau). Murray. Dec 15 at 12. Laurence, Lincoln's-inn-fields.
Gambier, Gerald Garth Colleton, Westbourne-pl, Paddington, Gent. Pet Nov 24. Dec 13 at 2. Blackford & Riches, Gt Swan-alley, Moorgate-st.
Godbolt, Geo, Sussex-pl, Hammersmith, out of business. Pet Nov 26. Pepys. Dec 16 at 1. Spiller, South-pl, Finsbury.
Godden, John, Portland-rd, South Norwood, China Dealer. Pet Nov 24. Dec 13 at 2. Nind, Basinghall-st.
Hogan, John, Sloane-st, Chelsea, Bootmaker. Pet Nov 26. Dec 15 at 1. Apps, South-sq, Gray's-inn.
Horton, Joseph, Birkbeck-ter, Kingsland, Hosier. Pet Nov 25. Pepys. Dec 16 at 12. Kidder, John-st, Bedford-row.
Humphrey, Richd, Norwich, Linen Draper. Pet Nov 13. Murray. Dec 15 at 12. Cooks, Norwich.
Humphreys, John Geo, Holloway-rd, Islington, Ironmonger. Pet Nov 23. Pepys. Dec 10 at 1. Terry, King-st, Cheapside.
Hurrell, Robt, Prisoner for Debt, London. Pet Nov 23 (for pau). Brougham. Dec 13 at 1. Goatley, Bow-st, Covent-garden.
Isaac, Edwin Bell, Wood-st, Warehouseman. Pet Nov 16. Dec 15 at 2. Ashurst & Co, Old Jewry.
Jackson, Benj, Oxford, out of business. Pet Nov 26. Dec 15 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Jell, Sarah, & Thos Jas Jell, Cherry Orchard-rd, Croydon, Bakers. Pet Nov 25. Murray. Dec 13 at 1. Parry, Croydon-grove, Croydon.
Jennings, Steph, Prisoner for Debt, London. Pet Nov 25 (for pau). Brougham. Dec 15 at 1. Rigby, Gresham-st.
Johnson, Jemima, Fynes-st, Vincent-sq, Westminster, out of business. Pet Nov 25. Pepys. Dec 16 at 12. Peckham, Doctors'-commons.
Knight, Chas, Douglas-st, Deptford, Clerk. Pet Nov 24. Dec 13 at 1. Goatley, Bow-st, Covent-garden.
Lane, Alfred, Swanscombe, Kent, Market Gardener. Pet Nov 26. Dec 15 at 1. Gibson, Abchurch-yd.
Lord, Mary, Oxford, Licensed Victualler. Pet Nov 26. Murray. Dec 15 at 11. Cooke, Gresham-bldgs, Guildhall.
Lowery, John, Ironmonger-row, Old-st, Cowkeeper. Pet Nov 25. Murray. Dec 13 at 1. Godfrey, Hatton-garden.
Lewings, Steph, Gamlingay, Cambridge, Builder. Pet Nov 26. Dec 15 at 12. Stokes, Chancery-lane.
Masterson, Wm Hy, Denmark-grove, Islington, Carpenter. Pet Nov 26. Dec 15 at 12. Turner, Wynford-rd, Barnsbury-rd, Islington.
Morley, Wm, Royal-hill, Greenwich, Painter. Pet Nov 25. Murray. Dec 13 at 1. Smith, Bexley-pl.
Moul, Fredk, Prisoner for Debt, London. Adj Nov 18. Pepys. Dec 16 at 12.
Ormond, Fras, Moulton-pk, Northampton, Farmer. Pet Nov 22. Pepys. Dec 10 at 11. Smith & Co, Bread-st, for Becke & Co, Northampton.
Pack, Thos Hy, Ditton Court, Kent, Farmer. Pet Nov 25. Dec 15 at 11. Monckton & Monckton, Raymond-bldgs, Gray's-inn.
Parisot, Eugene, London-st, Publisher. Pet Nov 27. Pepys. Dec 17 at 11. Bradley, Mark-lane.
Peake, Robt, Prisoner for Debt, London. Pet Nov 23 (for pau). Pepys. Dec 16 at 2. Watson, Basinghall-st.
Pearce, Chas Thos, Gloster-st, Pimlico, Doctor. Pet Nov 23. Dec 13 at 12. Keighley, Basinghall-st.
Pepper, Edwd, Ipswich, Teacher of Music. Pet Nov 25. Dec 15 at 11. Morley & Shirreff, Mark-lane.
Pethick, Wm Hy, Cobden-rd, South Norwood, Builder. Pet Nov 25. Pepys. Dec 16 at 12. Harrison, Basinghall-st.
Pike, Thos, Prisoner for Debt, London. Pet Nov 26 (for pau). Murray. Dec 15 at 12. Watson, Basinghall-st.
Reeves, Fred, President-st, King's-sq, Goswell-rd, Billiard Marker. Pet Nov 25. Pepys. Dec 16 at 1. Godfrey, Hatton-garden.
Richardson, Wm, Croydon, Carman. Pet Nov 27. Murray. Dec 15 at 12. Watson, Basinghall-st.
Rofe, Edwin Albert, Strand, Tobacconist. Pet Nov 26. Pepys. Dec 16 at 1. Roscoe & Co, King-st, Finsbury-sq.
Sheard, Levi, Gresham-st, Woollen Agent. Pet Nov 16. Murray. Dec 13 at 2. Montagu, Bucklersbury.
Smith, Hy, Prisoner for Debt, London. Pet Nov 25 (for pau). Brougham. Dec 15 at 1. Rigby, Basinghall-st.
Taplin, Fredk, Noble-st, Warehouseman. Pet Nov 23. Murray. Dec 13 at 11. Lawrance & Co, Old Jewry chambers.
Thorn, Wm, Prisoner for Debt, London. Adj Nov 18. Pepys. Dec 10 at 2.
Trues, Hy, Victoria-ter, Notting-hill, Ironmonger. Pet Nov 22. Dec 13 at 11. Rigby, Gresham-st.
Wallach, Joseph, Prisoner for Debt, London. Pet Nov 24 (for pau). Pepys. Dec 17 at 12. Lawrence, Lincoln's-inn-fields.
Watson, Jas, Prisoner for Debt, London. Pet Nov 26 (for pau). Pepys. Dec 16 at 2. Goatley, Bow-st.
Webb, Elles, College-st, Brompton, out of business. Pet Nov 24. Pepys. Dec 10 at 2. Peverley, Gresham-bldgs.
Whibley, Thos Edwd, Westbourne-pl, Bayswater, Stationer. Pet Nov 24. Pepys. Dec 10 at 2. New, Basinghall-st.
Wicks, Wm, Prisoner for Debt, London. Adj Nov 18. Pepys. Dec 10 at 2.
Wilson, Hy, Park-rd, Kilburn, Bootmaker. Pet Nov 25. Dec 15 at 11. Morris, Grocers' Hall-ct, Poultry.

To Surrender in the Country.

Adams, Hy, Prisoner for Debt, Lancaster. Adj June 18. Hulton. Salford, Dec 11 at 9.30.
Allen, Thos, Shrewsbury, Salop, Hop Merchant. Pet Nov 25. Tudor. Birm, Dec 10 at 12. James & Griffin, Birm.
Andrews, Stephen Edwin, Harrietsham, Kent, Baker. Pet Nov 25. Scudamore. Maidstone, Dec 11 at 11. Goodwin, Maidstone.
Atkinson, Joseph, Kirkgate, Leeds, Potato Merchant. Pet Nov 25. Marshall. Leeds, Dec 10 at 12. Shackleton & Son, Leeds.
Bates, Thos Sills, Claypole, Lincolnshire, Publican. Pet Nov 27. Newton. Newark, Dec 15 at 12. Ashley, Newark.
Bausch, John Michael, Prisoner for Debt, Manch. Adj Nov 17. Kay. Manch, Dec 13 at 9.30.
Bloom, Joseph, Leeds, Dealer in Cloth. Pet Nov 25. Leeds, Dec 13 at 11. Harle, Leeds.
Boulton, Saml, Kingswood-hill, Gloucestershire, Carpenter. Pet Nov 25, Harley. Bristol, Dec 10 at 12. Thick.
Bourne, Hy, Bristol, out of business. Pet Nov 24. Harley. Bristol, Dec 10 at 12. Hill.
Brice, Wm, Falmouth, Cornwall, Retired Mail Guard. Pet Nov 24. Tilly. Falmouth, Dec 13 at 11. Jenkins, Falmouth.
Bromfield, Thos Lingard, Coventry, Warwickshire, Licensed Victualler. Pet Nov 24. Kirby. Coventry, Dec 14 at 3. Horner, Coventry.
Buckle, Joseph, Weston-super-Mare, Somersetshire, Baker. Pet Nov 26. Davies. Weston-super-Mare, Dec 13 at 11. Smith, Weston-super-Mare.
Burbridge, Jas, Sheepscombe, Gloucestershire, Beer-house Keeper. Pet Nov 26. Gale. Cheltenham, Dec 13 at 11. Chesshyre, Cheltenham.
Burtonwood, Wm, Bolton, Lancashire, Beerseller. Pet Nov 25. Holden. Bolton, Dec 15 at 10. Hall & Rutter, Bolton.
Clayton, Wm, Walkeringham, Nottinghamshire, Farmer. Pet Nov 24. Leeds, Dec 15 at 12. Burton, Gainsborough.
Coulson, John, Gainsborough, Lincolnshire, Nail Manufacturer. Pet Nov 24. Leeds, Dec 22 at 12. Saxelby & Co, Hull.
Culy, Wm, Wisbech, Cambridgeshire, Butcher. Pet Nov 22. Metcalfe. Wisbech, Dec 16 at 11. Ollard, Upwell.
Cunningham, Patrick, Lpool, Butcher. Pet Nov 22. Hime. Lpool, Dec 10 at 3. Pemberton, Lpool.
Darwent, Chas, Sheffield, Forgeman. Pet Nov 25. Wake. Sheffield, Dec 16 at 1. Micklethwaite, Sheffield.
Darwent, Geo, Sheffield, Carter. Pet Nov 25. Wake. Sheffield, Dec 16 at 1. Micklethwaite, Sheffield.
Davis, Harry, Brighton, Sussex, Cabinet Maker. Pet Nov 25. Evershed. Brighton. Dec 13 at 11. Brandreth, Brighton.
Dyson, John, & Lee Dyson, Huddersfield, Yorkshire, Grocers. Pet Nov 22. Leeds. Dec 13 at 11. Bond & Barwick, Leeds.
Eyre, Saml, Sheffield, Bootmaker. Pet Nov 26. Wake. Sheffield, Dec 16 at 1. Wightman, Sheffield.
Fountain, Hugh, Southwood, Kent, Lecturer. Pet Nov 22. Snowden. Ramsgate, Dec 11 at 11. Peniston, Ramsgate.
Gaukroger, Jacob, Halifax, Yorkshire, Mason. Pet Nov 26. Rankin. Halifax, Dec 17 at 10. Thomas, Halifax.
Girling, Ferrand Brook, Lpool, Auctioneer. Pet Nov 23. Hime. Lpool, Dec 13 at 3. Barker, Lpool.
Goodman, John, Loughborough, Leicestershire, Coach Wheeler. Pet Nov 26. Brock. Loughborough, Dec 15 at 10. Goode, Loughborough.
Goulding, Wm, Navenby, Lincolnshire, Joiner. Pet Nov 25. Uppleby. Lincoln, Dec 15 at 11. Rex, Lincoln.
Gray, Hy, Tewkesbury, Gloucestershire, Corn Dealer. Pet Nov 25. Brown. Tewkesbury, Dec 15 at 10.30. Taynton, Gloucester.
Greenway, Saml Arthur, Handsworth, Staffordshire, Commercial Traveller. Pet Nov 24. Guest. Birm, Dec 10 at 10. Rowlands, Birm.
Groom, Jas, Barton-upon-Humber, Lincolnshire, Organist. Pet Nov 24. Leeds, Dec 22 at 12. Mason, Barton-upon-Humber.

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The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s. Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

ERRATUM.—*In our last issue the Cause-list of V.C. Stuart was, through an accident which occurred in lifting the type, ascribed to V.C. James, and* vice versâ.

The Solicitors' Journal.

LONDON, DECEMBER, 11, 1869.

THE VICAR-GENERAL of the Archbishop of Canterbury has, as we had anticipated (see S. J. Nov. 27), declined to allow the objections of Bishop Trower and the other "opposers" of the confirmation of the election of Dr. Temple to the see of Exeter. He has taken substantially the same view of his duty as was taken in the case of the late Bishop of Hereford, Dr. Hampden, by the then Vicar-General, Dr. Burnaby, but in one respect he has acted with greater discretion. In Dr. Hampden's case the counsel for the opposers, Dr. Addams, Dr. Harding (afterwards Queen's Advocate), and Dr. R. Phillimore (the present Dean of the Arches), were only suffered to address the Vicar-General on their right to appear (see 5 Notes of Cases, App., p. xx.). In the present case the proctor for the objectors was allowed to appear, and an elaborate argument on their behalf was heard from Dr. Deane. The *present* result is practically the same, but, by wisely permitting an appearance to be entered, and intimating that objections on questions of form would be considered, the Vicar-General has precluded the objectors from applying to the Court of Queen's Bench for a *mandamus*. Their only remedy, if they have one at all, which is doubtful will be by *appeal* to her Majesty in Council. The Court of Queen's Bench will not, after appearance entered, and argument heard before the Vicar-General, and, indeed, cannot, having regard to the ordinary rules which govern their jurisdiction by *mandamus*, interfere with his decision on the merits of the case (see *Reg* v. *Justices of Kesteven*, 3 Q. B. 810). Under these circumstances, we presume, the matter will drop. To proceed would, indeed, as we have already pointed out, be a mere waste of time and money. For, even supposing the Judicial Committee decide that they can hear the appeal, and should consider that "opposers" can urge objections not only on points of form, as the Vicar-General has held, but also on points of substance, such as the alleged heresy of the candidate for confirmation, there is not the slightest doubt that in Dr. Temple's case such objections must entirely fail. They are based, we are now told, exclusively on his essay entitled "The Education of the World," an essay which unquestionably contains many propositions open to dispute at the hands of theologians, but nothing whatever capable—in the present state of the law—of sustaining a criminal charge of heresy.

A VERY IMPORTANT QUESTION was raised before the Master of the Rolls this day week respecting the rights, as to his costs, of a solicitor who has accidentally omitted to renew his certificate. The solicitor having in his possession documents of a client for whom he had been conducting litigation, and not having sent in his bill, the client obtained on petition the usual order to tax. On making the taxation it appeared that, during three months of the litigation, the solicitor had been without a certificate, his certificate having been, by a pure accident, not renewed at the proper time. The taxing-master thereupon, in accordance with what was stated to be the invariable practice of the office, disallowed all the costs of those three months.

The Master of the Rolls observed that the Act did not extinguish the debt, but merely took away the remedy. Guarding himself carefully against expressing any opinion as to what would have been the result if taxation had been on the application of the solicitor instead of the client, his Lordship held that as the order for taxation had been obtained (as is always the case) upon a submission to pay what should be found due, and as the Act did not take away the right to set off or retain in respect of the amount, the decision of the taxing master must be reversed.

That the enactment in question applies to the remedy only and does not extinguish the debt is sufficiently obvious. Indeed, the reference to *Fullalove* v. *Parker* (10 W. R. 581), to prove this was redundant. The instance is in that respect parallel to that of the Statute of Limitations. A creditor whose debt is barred by the statute may still use it as a set-off. There is, however, a difference; the solicitor's claim is liable to taxation by an officer of court, which the other creditor's is not. The question is whether this incidence to taxation deprives the solicitor of the advantage he could otherwise derive from the bare existence of his debt. There are several cases near the point, but none absolutely settling it. In *Re Angell* (6 Dowl. & L. N. S. 144) Coleridge, J., upheld the taxation of the master, who had struck out the items incurred during the time when the attorney was uncertificated, saying, "Is he (the master) to go through the mockery of taxing items which he sees the attorney is not entitled to recover?" And he held that the master was right in taking notice of the fact of the attorney having been uncertificated. This case is very near the question, yet when the attorney has money in his hands or a lien on papers the taxation would be by no means a mockery. The report in this case does not state by whom the order to tax was obtained. The submission of the client to pay whatever should be found due from him can hardly be relied upon either way. According to the intent with which the words are revolved in the mind of the contracting party, they may mean either a submission to pay the amount legally recoverable, or a submission to pay the whole amount fairly incurred.

The Master of the Rolls, then, holds that when it is the client and not the solicitor who asks the taxation, the items are to be allowed, but gives no opinion on the converse case. At any rate in the case before us the decision was right in its result, for it would have been exceedingly hard if the solicitor had lost his costs for a purely accidental slip. The question is of such importance that we shall discuss it again; we could not, however, allow the week to pass without giving it at least some notice. It serves, for one thing, to illustrate the absurdity of the certificate tax.

A STRANGE MISCONCEPTION appears to prevail with relation to "An Act for the Abolition of Imprisonment for Debt," the 32 & 33 Vict. c. 62. We were aware that the general public, to a great extent, accepted the title of the Act as denoting its contents, but from a report in a South London local paper it appears that the misconception extends to where we little expected to find it,—the county court bench. We are told that an attorney applied to a county court judge for a judgment summons to be served out of the district, such summonses requiring the leave of the judge. His Honour refused leave on the ground that it was useless issuing judgment summonses to be heard next year, because imprisonment for debt would cease with the present year. It is difficult to believe that a judge could make such a statement in the face of the following passages from section 5 of the Act, "Any court may commit to prison for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt, or instalment

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of any debt, due from him in pursuance of any order or judgment of that or any other competent court." This jurisdiction is only to be exercised on proof that the defaulter has or has had, since the order or judgment, the means to pay; and further on it is provided that "no imprisonment under this section shall operate as a satisfaction or extinguishment of the debt." This section seems to leave matters almost as they are at present as regards county courts, the main difference being that cases of obtaining credit under false pretences or other fraud, or making a gift, delivery, or transfer of property or concealment thereof (see section 13)—cases which are now, on very rare occasions, made the grounds of committal by county courts—are to be dealt with criminally, and the delinquent will be liable to imprisonment for a term not exceeding one year. The effect of the Act as regards county courts may, therefore, be summed up thus—the maximum power of committal for non-payment, the debtor having the means, is increased from forty to forty-two days, and the cases of obtaining credit under false pretences, &c., may be taken before magistrates who, instead of the present maximum of forty days of the county court, may imprison with or without hard labour for a year. It would probably be impossible to find in the statute-book so extraordinary or delusive a misnomer as the title of this "Act for the Abolition of Imprisonment for Debt." *

AT THE RECENT LEEDS WINTER ASSIZE three colliers, of the respective ages of 27, 24, and 19, were indicted for having set fire to a stack of hay belonging to a farmer living at Attercliffe, a suburb of Sheffield. All three prisoners pleaded "guilty," and the eldest, who had already been previously convicted of a similar offence, asked the presiding judge, Lush, J., to give them ten years' penal servitude. This, the learned judge replied, was exactly the sentence he intended to pass, but he regretted that the law had not attached a more deterrent punishment to the crime. It appeared that the stack had been fired without any attempt at secresy, and that the prisoners gave themselves up, alleging that having been in the workhouse and not having subsequently got any work, they had set fire to the stack with the express intention of getting penal servitude. The men seemed both able-bodied and intelligent. Arson of this description has become sufficiently frequent to render the question worthy of consideration—whether it is not advisable to make some alteration in the penalties assignable? Arson to a stack is, by 24 & 25 Vict. c. 97, s. 17, punishable with penal servitude for life or for not less than five years—or imprisonment for any term not exceeding two years. Boys under sixteen years of age may also be flogged. Should not the same discretion be entrusted to the judge in the case of men? The savage selfishness which destroys the property and endangers the lives of others in this wholesale manner might be found amenable to that dread of the lash which proved such a deterrent to garotters.

THE CASE OF *Kelly* v. *Kelly*, upon which Lord Penzance delivered judgment on Tuesday last, is a remarkable one in many ways. The facts are startling. Had they not been amply proved on one side, and, in fact, admitted on the other, they would have seemed impossible. Mrs. Kelly had been married to her husband for five and twenty years, and there was no suggestion that they had lived on other than good terms. But being unable to obtain from him a very clear account of the terms of a will in which they were interested she wrote to her brother-in-law to ask him about the matter. This her husband came to know, and it was in his eyes an unpardonable offence. It is true she offered the fullest explanation of the whole affair, and showed that she acted from no suspicion of his straightforwardness in the matter. But that would not do—she must be brought to a sense of her sin; and with this end in view he commenced a course of systematic cruelty from which his wife has just been delivered by Lord Penzance. He did not strike her. He only loaded her with abuse, absented himself from her society, debarred her from all intercourse with her friends, forbade her to go out, and if she went had her footsteps dogged by those in his employment, took from her all control of money, deposed her from her position as mistress of his house, forbade the servants to obey her orders, put a hired housekeeper in her place; and this course he pursued until her health gave way under it, and paralysis, or even insanity, was imminent. On these grounds Mrs. Kelly sought and obtained a judicial separation. These facts are in themselves remarkable enough, and we commend the Rev. Mr. Kelly to the attention of those interested in the morbid anatomy of the human mind; but we notice the case for another reason. There have been plenty of cases of actual physical cruelty before the Court, and plenty of cases in which such physical cruelty has been accompanied and aggravated by such moral tortures, such persecutions without a blow struck, as those to which Mr. Kelly subjected his wife; but we are not aware of any case in which the question has before arisen in its naked form whether such persecutions as those perpetrated in the present case, if unaccompanied by actual violence, can amount *per se* to cruelty. According to the principles long well known and acted upon, there could be little doubt upon the matter. But it is not the less important to have the rule of law laid down with so much clearness and emphasis as it has been by Lord Penzance:—"If force, whether physical or moral, is systematically exerted for this purpose (that is, with the view of bending the wife to the husband's authority), in such manner, to such a degree, and during such length of time, as to break down her health and render serious malady imminent, the interference of the law cannot be justly withheld by any Court which affects to have charge of the wife's personal safety."

A CORRESPONDENT this week calls attention to an important point in stamp law. The Solicitor to the Board of Inland Revenue, it is stated, has recently, in construing section 16 of 17 & 18 Vict. c. 83, declared that when a building-lease contains, as some building-leases do, a covenant by the lessee to expend a certain sum in building on the property, such lease should bear, in addition to the *ad valorem* stamp, a £1 15s. stamp as for a "lease not otherwise charged."

The latter part of the above section, it will be remembered, enacts that—

"In any case where any deed or instrument which shall be chargeable with any *ad valorem* stamp duty in respect of any sum of money yearly or in gross . . . shall be made also for any further or other valuable consideration, such deed or instrument shall be chargeable (except when express provision is made to the contrary is or shall be made in any Act of Parliament) with such further stamp duty as any separate deed or instrument made for such last-mentioned consideration alone would be chargeable with, except profession duty."

In *Nichols* v. *Cross* (14 M. & W. 42) the Court of Exchequer held, in 1845, that such a covenant in a lease was not a consideration requiring *ad valorem* duty. But this was under the 53 Geo. 3, c. 184, which contained no such sweeping clause as that above cited, and the decision seems to have been based upon the idea that the Legislature intended to levy the tax only on the rent or fine.

A covenant to build on the land to a certain value is

* Since the above remarks were written two other metropolitan county court judges have declined to allow judgment summonses to issue, but on an application being made to a third judge, with an intimation as to the construction put upon the Act by his learned brethren, he stated his dissent from their view, adding that he should continue his practice as heretofore.

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certainly a "valuable consideration"; the question is—is it a "*further or other* valuable consideration"?

If every consideration which by possibility can be separated from the main one of the instrument is to entail an extra stamp, very great inconvenience may follow, though not quite, we think, to the extent feared by our correspondent.

It seems to us the fair and reasonable way of looking at the question to regard the covenant to build as a part of one principal bargain, and not as a separate matter. "There was but one object and one thing contracted for; the agreement had various terms, but all constituted but one agreement,"—said Lord Cottenham, in *Squire* v. *Campbell*, 1 My. & Cr. 479; and it seems to us that here is but one taxable consideration.

A CASE BEFORE LORD JUSTICE GIFFARD, yesterday, illustrated the inconvenience which may result from the course pursued by the Government in not filling up the vacant Lord Justiceship. The question before the Court was, whether there is any jurisdiction under the Railway Companies Act of 1867 to restrain proceedings by a creditor against a railway company after a scheme of arrangement has been confirmed and enrolled. His Lordship (reversing Vice-Chancellor Malins), held that the jurisdiction given by the Act to restrain creditors' proceedings is only a temporary one, applying to the period between the filing and the enrolment of the scheme, but that it does not exist after the scheme has been confirmed and enrolled. In the course of the arguments the case of *Bowen* v. *The Brecon Railway Company* (15 W. R. 482, L. R. 3 Eq. 541) was referred to. There Vice-Chancellor Wood held, that if a debenture-holder of a railway company recovered judgment against the company, he could only hold the fruits of the judgment as a trustee for himself and all other debenture-holders entitled to be paid *pari passu* with himself. Lord Justice Giffard, who had been counsel in that case, said that he had always entertained the gravest doubts as to the correctness of the Vice-Chancellor's decision, and had wished that an appeal had been presented from it. If the case before him turned upon the correctness of the decision in *Bowen* v. *The Brecon Railway Company*, his Lordship said that he should not like to decide it without the Lord Chancellor. But he added that he should like the question in *Bowen* v. *The Brecon Railway Company* to come before three judges. Supposing it had been necessary to raise this question, where, in the present state of the Court of Appeal, could the three judges be found?

IF MR. SUMNER is in the habit of reading the *American Law Review*, he will find in the current number a rather well-written article which by no means endorses Mr. Sumner's estimate of "the sentimental" as contrasted with the pecuniary grievance. After pointing out that the withholding of sympathy from the North in their struggle with the South is not a subject for international claims, the article concludes thus:—

"Great Britain, to use a phrase often heard in the New England court-houses, has offered 'to leave it out to men'—to submit the question to a fair and impartial arbitration. Payment of the money, under such circumstances, would be an acknowledgment of the wrong, and apparently all the practical reparation for it that can be made. The offer to submit to arbitration is very little, if at all, short of it.

"The position in which England stands at this moment is substantially this: She offers to make full reparation for all actual spoliations committed in violation of her neutral obligations, resulting from the want of suitable and proper legal provision for enforcing those obligations upon her subjects, or from the inadequate administration of such law in that behalf as was in existence; she has also invited us to join her in such new legislation, as to the duties of neutrals, as experience has shown to be needful. Under the circumstances, what more ought we to demand; and what other basis of negotiation does the nature of the case admit it?"

THE *American Law Register* for last month contains the report of a case upon a subject of general interest relating to the law of railways—viz., the legal effect of through tickets issued by one railway company over the lines of other companies as well as over its own line. The questions most likely to arise in these cases are, is the company that issues the tickets alone responsible to the holder of the ticket, or each company liable for what happens on its own line? And if each company is so liable, is the company that issued the ticket also liable on the original contract? Similar and even more difficult questions may arise in the case of goods. Do the first company, if liable over the entire journey, accept the goods as common carriers for the whole distance, or as ordinary bailees except over their own line? Are the subsequent companies liable, if at all, as common carriers or as simple bailees? &c., &c.

The tendency of the English authorities is to treat the contract by the company giving the ticket as a contract for carriage over the whole distance, and not as merely a contract for carriage over their own line (*Great Western Railway Company* v. *Blake*, 7 H. & N. 987). This question was raised in the recent case of *Zunz* v. *South-Eastern Railway Company* (17 W. R. 1096), but was not decided; it has been discussed in several other cases, but no very clear rule on the subject has yet been established.

The American case to which we allude is *Knight* v. *Portland, &c., Railway Company*, in the Supreme Court of Maine, which has decided that where through tickets are issued in the form of coupons, a separate coupon being given for the line of each company, such coupon tickets "are to be regarded as distinct tickets for each road, sold by the first company as agents for the other companies. The rights and liabilities of the parties are the same" as if the passenger purchased the coupons separately at the offices of the respective companies. Nothing can be clearer than this. The judgment, however, goes on: "But railroads may so issue their tickets, and so conduct themselves, as to have the purchasers understand that they undertake for the whole route, in which case they will be responsible to that extent;" and *Blake* v. *Great Western Railway Company* is cited as an authority for this.

This judgment, therefore, seems to leave open the question, what is the effect of the ordinary through-ticket which is not in the form of coupons? The principle of the decision, however, applies to these cases also, as the mere form of the ticket can hardly affect the rights of the parties. Doubtless, a company may contract to be liable for the acts of other companies, but the question is what is the legal construction of the ordinary contract of carriage. This decision offers a convenient solution of the difficulty, and is quite in accordance with recognised legal principles.

ACTIO PERSONALIS MORITUR CUM PERSONA.

Legal maxims are seldom of any use, either to the student or the practitioner. They always require so much explanation and so many limitations and exceptions before they can be received as accurate legal propositions that they are fit only to serve as the texts for the discussion of legal principles. We propose to make this use of the maxim at the head of this article.

The maxim itself is one of the most, if not actually the most, misleading of the well-known legal maxims. Taken in the ordinary sense of the words it means that a personal action dies with the person—*i.e.*, does not survive to or against executors. This is not now, nor has it ever been, true. Personal actions do not, and never did, die with the person, but only some classes of personal actions are thus determined.

In the first place, personal actions now include, and always have included, all actions for breach of contract. The right to bring these actions survives, and always has survived, to the executor on the death of the person en-

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titled to sue (except only where the injury to the deceased is purely personal, and causes no damage to the property: *Chamberlain* v. *Williamson*, 2 M. & S. 408), and the liability to such actions survives always against the executor of the person who has broken his contract.

Again, by 4 Ed. 3, c. 7, and 25 Ed. 3, st. 5, c. 5, executors are given the same right of action against trespassers on the chattels of their testator as the testator himself had in his lifetime. 3 & 4 Will. 4, c. 42, s. 2, gives a somewhat similar right to executors to recover damages for injury to the real estate of their testator, provided the injury was done within six months before, and the action is commenced within one year after, the death of the testator. The same section gives a remedy against executors for damages done to real or personal estate by their testator, if the damage was done within six months before, and the action is commenced within six months after, the death. And 9 & 10 Vict. c. 93, gives to executors of persons whose death has been occasioned by the wrongful act of another a right of action for such wrongful act.

In addition to all these classes of personal actions which undoubtedly survive to and against executors, there is another class concerning which the law is not quite so clear. We mean all those actions which spring out of a breach of duty arising from contract. Such, for instance, are actions for negligence in the carriage of goods or passengers, actions arising from negligence in the performance of some duty, as of a doctor, attorney, agent, &c.; actions by servants against their masters for the negligence of the master, &c.

In all such actions as these the plaintiff has, and has long had, the right to treat the action as one of tort or contract at his election. He may either treat the injury of which he complains as a breach of a duty, and so a tort, or as the mere breach of a promise. The general rule is that "wherever there is a contract, and something to be done in the course of the employment which is the subject of that contract, if there is a breach of duty in the course of that employment, the plaintiff may either recover in tort or in contract" (*Brown* v. *Boorman*, 11 Cl. & Fin. 44).

The question has sometimes arisen, Do these actions survive to and against executors? This is almost the same as asking, Are they to be considered as actions of tort or contract. It is not easy to quote any clear authority which settles the law decisively on this point, but it seems on principle that the action ought to be considered as one of contract, and that therefore it ought to survive the death of the person entitled or liable thereto.

A tort is defined in the Common Law Procedure Act, 1852, as a "wrong independent of contract." This definition, therefore, excludes all wrongs not independent of contract, and therefore excludes the wrongs which we are discussing—viz., those which spring out of a breach of duty arising from a contract. A single example will illustrate this very clearly. A agrees to drive B. from X. to Z., and drives negligently, thereby causing an accident which injures B. B. is clearly entitled to a right of action against A., and it seems also clear that this right is founded on a contract between A. and B. They agreed to occupy the respective positions of driver and passenger, and it was from this relation that the right of B. to be driven without negligence arose. The infringement of this right by A. gave B. the right of action. It is hardly possible to dispute this, and if so B.'s right of action is founded on contract, and therefore would survive, like any other action for breach of contract to his executor, and against A.'s executor if A. or B. died before action commenced; subject only to the exception that if B.'s injury caused no damage to his property (which, however, it generally must do for doctor's fees, &c., unless death follows rapidly) the right of action would not survive to B.'s executor, although this would not, of course, affect the right of action against A.'s executor on A.'s death.

The fact that it was necessary to pass Lord Campbell's Act (9 & 10 Vict. c. 93) to create the right of action thereby given is no argument against what we say. That right of action differs entirely from the right of action possessed by the deceased in his lifetime. A person injured by the wrongful act of another can recover damages for his personal injury as well as for the pecuniary loss caused thereby. The right of action under the statute is to recover compensation for the pecuniary damage caused by the death to the persons specified in the statute. Lord Campbell's Act, therefore, gives an entirely new measure of damages, even where the executors of the deceased might have maintained an action before the statute, and it also gives an action which did not before vest in the executors, where the injury to the deceased caused no pecuniary damage to him, as where death was caused instantly by the negligence of the defendant, or where the wrong was a pure tort unconnected with any contract.

In fact, the only reason for treating these actions as springing from a tort and not from a breach of contract is that the plaintiff has long been permitted, as we have stated, to employ the procedure applicable to an action for a tort or that applicable to a breach of contract, at his option. This, however, is a mere question of procedure, and does not affect the nature of the original right of action. This option to choose between two different forms of action was originally allowed to a plaintiff as a matter of convenience to him under the old rules of pleading, which did not allow a plaintiff to join counts in tort and in contract in the same declaration. This is well explained in *Govett* v. *Radnidge* (3 East, 62, 70). This principle therefore seems clear, and extends not only to cases which we have specified, but also to actions against common carriers, although there are some arguments against this principle in the case of common carriers which do not exist in the other cases.

Common carriers are bound to carry goods, and are therefore no doubt under a duty to carry which is wholly independent of contract. If goods are given to them to be carried, and they refuse to do so, they are liable to an action of tort for such refusal. If, however, the goods are accepted for carriage there is at once a contract between the parties. If nothing is said about the terms on which the goods are to be carried, it is assumed that the carriers take them subject to all the liabilities imposed upon common carriers at common law. The carrier may, however (apart from any statutory provisions), make any agreement with the owner concerning the carriage of the goods that the two parties may choose. The fact that a duty existed on the part of the carrier before the goods were received does not prevent that being a contract which, but for such duty, undoubtedly would be a contract between the parties. There seems therefore every reason for treating the liability of common carriers who have assented to carry goods as one springing from contract, as in the case of an ordinary bailment, and as such liable to the incidents of survivorship after death peculiar to rights of action arising from breach of a contract.

Although we venture to say that the liability of a common carrier with respect to goods and passengers (independently of the effect of statutes) arises from contract, and that a neglect of this duty is substantially a breach of contract, we are not ignorant that there is more than one case which may be quoted against this proposition. In *Tattan* v. *Great Western Railway Company* (8 W. R. 606) it was held that an action framed in tort against common carriers for the loss of goods was not an action of contract within the provisions of the County Court Acts as to costs. *Marshall* v. *York, &c., Railway Company* (21 L. J. C. P. 34) also appears an authority in accordance with the principle of *Tatham* v. *Great Western Railway Company*. These cases, however, when looked at closely, are not necessarily opposed to the proposition that we have laid down. In *Tattan* v. *Great Western Railway Company* the question turned on costs alone, and on the wording of sections of the County

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Courts Acts, and the decision was that, as the plaintiff's action was in tort, the consequences of that form of action must follow, although, no doubt, the decision is not rested on these grounds. *Marshall's case* was an action against common carriers for loss of luggage by a person who had not contracted for the carriage of the luggage. This action clearly was not one springing out of the contract for the carriage of the luggage, because the plaintiff had not, although a third person had, contracted with the defendant for such carriage. It must also be remembered that the decision of *Alton* v. *The Midland Railway Company*, which we shall notice immediately, was subsequent to these cases, which must now be read in connection with that decision. It seems therefore that rights of action for breach of duty arising from contract, whether against common carriers or any other persons, ought, on principle, to be treated as actions for breach of contract, and liable to all the incidents of such actions.

So far we have dealt with the question on principle; but there is authority in favour of the view we have expressed. *Knight* v. *Quarles* (4 J. B. Moore, 532) and *Alton* v. *The Midland Railway Company* (13 W. R. 918) are the two most important cases on the point. *Knights* v. *Quarles* was an action against an attorney for negligence by the executor of a client of the attorney. The declaration alleged an express contract with the defendant, a breach of the contract, and damage to the deceased's estate. It was held on demurrer that the declaration was good. This, it will be seen, although an important authority, is yet open to the observation that as an express contract, breach and damage were alleged, and by the demurrer admitted, there could not well have been any other decision, but that the case does not necessarily go further than that. There is, however, a *dictum* in the judgment that if a passenger in a coach who has contracted to be safely carried is injured by the negligence of the coachman, and sustains pecuniary damage in getting himself cured, his executor may sue the coach proprietor in contract for compensation for such damage.

In *Alton* v. *The Midland Railway Company* a servant became a passenger by the defendants' line, and was injured by their negligence. The plaintiff, his master, sued the defendants for the loss to him of his servant's time, &c. Held that the action would not lie, as it was one of contract, not tort, and that therefore none but the parties to the contract could sue for a breach of it. In this case Willes, J., cites, and with approval, *Knight* v. *Quarles*, and the *dictum* we have mentioned expresses his opinion that if a passenger by railway took luggage with him which was lost by the negligence of the company, the executor of the passenger could sue for the loss of the luggage.

There is no further direct authority of any weight upon this point, but when we see that the authorities, so far as they go, are in favour of treating actions for breach of duty springing from contract as actions for a breach of contract, and not as actions of tort, and when we consider how thoroughly that is in accordance with the general principles of the law of torts and contracts, and with the definitions of those actions, and also how obvious is the justice and convenience of rendering the estate of a deceased person liable and entitled to the pecuniary consequences of wrongs done or suffered by the deceased, we can have but little doubt that the actions with which we have been dealing do not fall within the maxim *actio personalis moritur cum personâ*.

The *Newcastle Chronicle* state that O'Donovan Rossa, the convict member for Tipperary, was formerly a lawyer's clerk at Newcastle-upon-Tyne.

Mr. John Flewker, solicitor, late of Derby, was recently presented by the members of the Derby and Derbyshire Licensed Victuallers' Association, to which he has been legal adviser since its formation, with a testimonial, in the shape of a skeleton timepiece of elegant design, in acknowledgment of his valuable services as solicitor to that body.

RECENT DECISIONS.

EQUITY.

PAYMENT BY BILLS OF EXCHANGE.

Ex parte Pearce, V.C.S., 17 W. R. 1077.

When goods are sold and delivered under a contract whereby payment is to be made in bills, the contract is in general essentially a contract to pay, remaining unperformed until payment of the bills. Thus in *Copland* v. *Martin* (9 Sim. 433) A. contracted with B. to pay him a sum by bills to be drawn by B. on and accepted by A. In the result A. only accepted a bill for part of the sum, and this bill was dishonoured on presentation. The Vice-Chancellor, notwithstanding Mr. Jacob's argument, was of opinion that the contract was a contract to *pay* by bills. If the bill given was dishonoured, no payment was made by the bill.

It is obvious that in every case where a bill or other representative of sterling coin is given in payment of a debt, there is an implied contract that the bill shall be paid at maturity, and that the bill is, in point of fact, a security for the payment of the debt.

There must, however, be no *laches* on the part of the person who has elected to take a bill in payment of a debt. In *Peacock* v. *Pursell* (11 W. R. 834) failure to present a bill at maturity was held to debar the holder from proving his debt in the ordinary way. He had taken a bill in payment of his debt, the effect of which was to create a security for the payment of his debt on the day when the bill became payable. He failed to present the bill, which he and nobody else had it in his power to do, and in the opinion of the Court of Common Pleas was thereby debarred from treating the bill as anything else than a satisfaction of his debt. So, too, in *Smith* v. *Mercer* (L. R. 3 Exch. 51), goods were to be paid for according to contract by approved bankers' bills, which were dishonoured on presentment for acceptance. The defendants were not parties to the bill and received no notice of the dishonour of the bill. As they had neither been called on to indorse the bill nor had received notice of the dishonour, the *laches* of the plaintiff in omitting either precaution debarred him from recovering the price of the goods in an action against them at the suit of the plaintiffs for the price of the goods sold by them to the defendants.

"PUBLICATION."—PROVISIONAL AND COMPLETE SPECIFICATIONS.

Re Bates and Redgate's Application for a Patent, L.C., 17 W. R. 901.

In *Forsyth* v. *Riviere*, Webst. Pat. c. 97, Abbott, C.J., held that where several persons simultaneously discover the same thing, the one who first communicates it to the world under the protection of letters patent is the legal inventor, and entitled to all the benefits of the invention. Under the present law (Patent Law Amendment Act, 1852, 15 & 16 Vict. c. 83) an inventor has choice of two methods of invoking the protection of the law. He may, under section 8, file a provisional specification describing the nature of his invention, or, under section 9, he may file a complete specification, *particularly* describing and ascertaining the nature of his invention. In the first case he does not make a "publication" of his invention, and he does not receive the protection awarded after publication that, is to say, he does get any rights as against the general public. But he may now experiment fearlessly, since he is protected against any consequences of the partial disclosure which he has made, may employ workmen, for instance, without apprehension, and if he proceeds to consummate his invention by obtaining letters patent, the patent will in general be dated as from the day on which he took the initiatory step of filing the provisional specification. But if his invention is so completely worked out that he can file a complete specification, by which he does make a

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"publication" or complete disclosure, then upon filing that complete specification he obtains for the limited period of six months the full rights and protection of a patent. In the principal case A. and B., unknown to each other, made the same discovery almost simultaneously. A filed his provisional specification in October, B. filed his in November, but B. was the first to get a patent sealed, which he did in January, and afterwards A. coming to have *his* patent sealed found himself obstructed by B.'s patent for the same invention. Lord Hatherley was asked to seal A. a patent dated from the date of his provisional specification, but refused, holding that as B., without fraud, had got his patent already sealed no other patent could issue for the same invention.

Forsyth v. *Rivere* (*ubi sup.*) was cited in support of A.'s contention, but that case had no application, because a provisional specification is not a "publication."

First Class Stations.

Hood v. *North Eastern Railway Company*, V.C.J., 17 W. R. 1085.

What is a first class station? According to the definition by one of the engineers who gave evidence in the suit, adopted by the Vice-Chancellor, a first-class station is a station where all ordinary and fast trains, and occasionally express and special trains, stop. This disposed of the first objection raised by the company,—viz., the indefinite character of a landowner's stipulation with a railway company that a piece of land taken for the purposes of the undertaking shall be used as a first-class station.

The stipulation was a negative one in substance, though put in a positive form, and this enabled the Court to interfere (*Catt* v. *Tourle*, 17 W. R. 939, L. R. 4 Ch. 654).

Where, however, one of the contracting parties is a public company, another and more important question may be raised,—viz., whether the covenant be one the specific performance of which may interfere with the safety and convenience of the public.

The jurisdiction to enforce or refuse specific execution of a contract is quite discretionary, and the Court will probably exercise its discretion where to deny this species of relief would be to diminish the comfort, safety, or convenience of the public. It must be borne in mind that the state of affairs is often completely changed between the time when the covenant is entered into and the time when the specific execution of it is sought by the landowner, his heirs or assigns. A covenant to stop all trains at a certain road-side station may be reasonable enough when the line on which the station stands is a mere local line, but such a covenant may well become wholly unreasonable when the line becomes a link in the chain of through communication between London and the North. In such a case we should expect the Court to consider that the convenience of the individual ought to yield to the convenience of the travelling public, and, while admitting that the covenant was in itself capable of specific performance, to exercise its discretion to refuse relief, and leave the plaintiff to his remedy at law.

Railway companies, however, will not be permitted to set up the inconvenience to the public as a reason for not doing what they have to do where the omission has been determined and wilful. Where a landowner had withdrawn his opposition to a railway bill in consideration of the company agreeing to make a road in a particular manner, and the company made and opened for traffic their railway without having complied with their part of the agreement, they were not allowed to set up the inconvenience to the public by the interference with the traffic as a reason for not performing their agreement (*Raphael* v. *Thames Valley Railway Company*, 15 W. R. 322, L. R. 2 Ch. 147, reversing the Master of the Rolls on this point).

It must not be forgotten that railway companies are allowed to be incorporated, and private interests compulsorily subordinated to theirs, on the express ground of public convenience. This being so, it is surely competent for the Court where the conduct of the company had been *bonâ fide* to decline to exercise its discretion in cases where public convenience is sought to be subordinated to private interests. In an analogous case where public convenience required the widening of a bridge, and the company proceeded to do so, and for that purpose temporarily disturbed the adjoining soil which was vested in the plaintiffs, a motion to restrain them from so doing was refused with costs (*Board of Works for Wandsworth* v. *London and South Western Railway*, 10 W. R. 814); and in *Attorney-General* v. *Ely, Haddenham, and Sutton Railway Company* (16 W. R. 834) will be found a *dictum* of the Master of the Rolls to the effect that it is not the business of equity to compel a company who have in good faith constructed works for the accommodation of the public which are not strictly within their powers to undo it all, and do instead something which may be less convenient to the public, but within their powers.

No doubt the case made on behalf of the public must be a strong one, yet nevertheless it must be borne in mind that, as the Master of the Rolls said in *Raphael* v. *Thames Valley Railway Company*, it is the duty of the Court to remember that there is a class of persons who are not represented in suits by a landowner of this character, whose interests require to be carefully watched, and that class is the public.

Covenant to Settle After-acquired Property.

Dickinson v. *Dillwyn*, V.C.M., 17 W. R. 1122.

In a recent article on the subject of the above class of covenants in marriage settlements we ventured to question the decision in this case, and we proceed to explain more fully why we did so. The settlement upon the marriage of Mr. and Mrs. Dillwyn having contained a covenant by them jointly and severally that they and all other necessary parties would concur and join in settling all property to which Mrs. Dillwyn, *or* her husband in her right, might thereafter become entitled, under the will or intestacy of her father, or under the will or intestacy of any other person or persons whomsoever, the question arose whether a legacy of £100, to which Mrs. Dillwyn became entitled under her father's will after her husband's death, and all her husband's property left to her by his will, were within the covenant and subject to the trusts of the settlement. The recitals did not qualify the generality of the terms of the covenant, the words used to describe the property being the same, and the Vice-Chancellor admitted that the literal expression applied to any property, but said that in the absence of authority he should hold that the recital applied only to property to which Mrs. Dillwyn should become entitled during her husband's lifetime, and that "thereafter" meant in fact during coverture. He then relied on the use of the words "join and concur," in the operative part, as showing, apart from the improbability of the husband imagining that the covenant should apply to what he himself gave, that the covenant did in fact only refer to joint acts of the husband and wife, which could only take place in the husband's lifetime, and supported his decision by *Howell* v. *Howell* (4 L. J. N. S. 242), and *Reid* v. *Kenrick* (3 W. R. 530), dismissing *Stevens* v. *Van Voorst* (17 Beav. 385) as irrelevant. Remembering that the Vice-Chancellor had already held that the £100 legacy was within the covenant, it is rather difficult to criticize his judgment, which is self-contradictory, the word "thereafter" being evidently as much applicable to the property coming to Mrs. Dillwyn under her father's will as to the other property. As far, however, as we can discover any principle underlying the Vice-Chancellor's judgment, it is one which, in several recent cases on the construction of wills, he has more or less openly adopted, and against which we seriously protest—namely, that of ascertaining what may be called the general intention of

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the instrument in question from his own estimate of what the parties probably meant, and then controlling the construction of particular words or expressions with reference to the assumed intention. The true principle is, that you may govern expressions in one part of a deed or other instrument by the *expressed* intention of the whole, but that you cannot, on conjecture, disregard the expressed intention, although such conjecture be founded on the highest degree of probability. Applying this well-recognised principle to the present case, it is clear that there was nothing in the settlement to qualify the ordinary meaning of the word "thereafter," and that if the covenant was intended only to affect property coming to the wife during the coverture, the settlement required rectification, and that the Vice-Chancellor did in fact rectify it without any evidence. The following observations of Lord Wensleydale, in *Smith* v. *Osborne* (6 W. R. 21, 6 H. L. Cas. 375) are very apposite to the present case:—"It is a wrong rule of construction to interpret a covenant, not according to the meaning of the words used, but according to what the parties may be reasonably supposed (judging from the circumstances in which they were placed) to have been likely to intend to do when they entered into the contract. This is a perversion of the word 'intention.'"

With regard to the force of the words "join and concur;" in the case of *Carter* v. *Carter*, L. R. 8 Eq. 551, similar to the above, but in which, although neither those nor any like words were present, the Vice-Chancellor came to the same conclusion, as well as the fact that the £100 legacy was considered to be subject to the settlement, show how little importance could really be attached to them. It could hardly have been contended that property coming to the wife's separate use during the coverture was not bound, because the concurrence of the husband was unnecessary, and the use of the disjunctive "or" seems to remove any doubt on the subject.

Then as to the cases cited: *Howell* v. *Howell* we believe to have been erroneously decided, as we stated in our former article, where we pointed out its special character. *Reid* v. *Kenrick* was simply a decision that a covenant by the husband did not bind the surviving wife; but *Stevens* v. *Van Voorst* is, in our opinion, substantially identical with the present case, and we could have wished that the following passage from the judgment had been echoed by the Vice-Chancellor:—"I was desirous," said the Master of the Rolls, "to confine the operation of the covenant to the property which accrued to the wife during the coverture, but I have looked in vain for any words so limiting it, and I cannot do so without introducing express words for that purpose. I may speculate that it might have been intended, but I cannot decide on a speculation of probabilities; for I think it is not proper to go beyond the words of the clause, even if that may lead to results which it is not probable the persons could have intended."

We regret that this case was, as appears from the report, not really contested, and have dwelt on it at some length as involving a very important principle. It seems to have been forgotten by the learned judge in both cases that the covenants were covenants by the intended wives, and for the benefit, not of the husbands only, but of the children also, and ought to have been strictly construed in favour of the latter, the only remedy in case of the covenants being wider than was intended, being that of obtaining a rectification on the usual evidence.

One word in reference to the suggestions of a correspondent as to what the scope of such a covenant should be. In general we agree with his view, but think that in some cases, as for instance where the husband's settled property would be an insufficient provision for the children, and the wife's was all in expectancy, it would be expedient to bind the latter whenever it came into possession. We can imagine a case in which this not being done, considerable hardship to the children of a woman by a first marriage might ensue.

The question raised by our correspondent of the power to withdraw a gift to a married woman from the operation of her marriage settlement was discussed in *Re Mainwaring's Settlement* (14 W. R. 887, 2 L. R. Eq. 487). It was there contended that the obligation to settle was one affecting the wife's conscience, and therefore operated on the property when it came into her hands, notwithstanding any contrary expression of the wish of the donor; but the present Lord Chancellor took what we think to be the correct view, that the covenant only affected property which, consistently with its own nature and the mode of gift, the wife was able and free to settle.

REVIEWS.

A Treatise on the Law of Negligence. By THOMAS G. SHEARMAN and AMASA A. REDFIELD. New York: Baker, Voorkis, & Co. London: Stevens & Haynes. 1869.

The Mr. Redfield, who is one of the joint authors of this book, is not the same as the gentleman whose works on bailments and on railways we recently reviewed. Mr. Isaac Redfield, who wrote on bailments, is we believe, the best known of the two, not only as the author of several other legal works, but also as an ex-judge; and though neither has any reason to be ashamed of the works of the other, yet as they write in very different styles, they probably would each prefer not to be mistaken for the other. As much of the work on carriers and bailments was devoted to the question of negligence, we are naturally led to institute a slight comparison between the two books. We find little fine writing in the present work, nor are disquisitions on things in general introduced upon every opportunity, but both the text and the notes seem entirely devoted to the elucidation of the legal points really arising out of the subjects which the writers bring within the scope of their work. At the same time we miss the vigour and originality of thought of Mr. Isaac Redfield. The consequence is that those parts of the present work which are intended to deal comprehensively with the whole subject are, in our judgment, not so well executed as those which treat of specific branches, or, to speak more accurately, of the application of the general rules to specific cases.

As the writers point out in their preface they occupy a new field. There was, we believe, before this publication but one work in the English language dealing solely with the subject of actionable negligence, and this was a short treatise with some notes of leading cases by Mr. Hay, a Scotch advocate. There are also, of course, chapters on the subject in the various works on torts. This circumstance the authors allude to as an excuse for the defects there may be in the work; and undoubtedly it is much easier to arrange the subject conveniently and logically, when guided by the efforts of others who have, whether successfully or unsuccessfully, made the attempt first. We cannot congratulate the authors much on the plan of their work. There is no attempt whatever at an analysis of the subject, and it is one which, as it seems to us, may be elucidated very greatly by a mere analysis. Thus the mere statement of the three things necessary to make up a good cause of action for negligence, as for any other tort—viz., the existence of a duty on the part of the defendant towards the plaintiff, the breach of that duty, and the fact that the breach is the proximate cause of damage to the plaintiff, furnishes, as it seems to us, a hint at the solution of almost every point that can arise on the subject. It does not seem to us that any principle of arrangement is adopted in this work except perhaps that of putting the more important propositions before those that are less so, with an alphabetical arrangement where they may be considered upon an equality. We cannot better illustrate this remark, and at the same time convey to our readers what the work contains, than by giving the titles of the chapters into which it is divided in the order in which they appear. The general subject of negligence, Degrees of negligence, Contributory negligence, Parties to actions for negligence, Liability of masters for acts of servants, Liability of masters to servants, Liability of servants to third persons, Municipal corporations, Public officers, Animals, Attorneys and councillors at law, Bankers and bill collectors, Bridges, Canals, Carriers of passengers, Clerks and other recording officers, Injuries causing death, Driving and riding, Fences, Fire, Gas companies, Highways, Notaries

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public, Physicians and surgeons, Construction and maintenance of railroads, Railroad fences, General management of railroads, Real property, Sheriffs, Telegraphs, Watercourses, Miscellaneous cases of negligence, Measure of damages in actions for negligence.

Our readers will gather from the above that there is a large amount of useful information in this work, but they will be somewhat puzzled by the arrangement, especially by the collocation of public officers, animals, and attorneys. It will be seen, however, on further examination, that after the chapter on public officers the author suddenly breaks off into an alphabetical arrangement. Our opinion on this point has been challenged in the following passage in the preface:—

"The day will come, it is to be hoped, in which treatises expository of the common law will be arranged in strict logical order, each confining itself to, and exhausting, its appropriate subject; but that day has not yet arrived, and cannot arrive, until some new Pothier shall arise, and do for Americaand England what the first Pothier did for France. Meanwhile it may be that this volume, by approximating to the ideal standard of method more nearly than some other works, will contribute somewhat to this desirable consummation."

We have given our readers full materials for judging whether the volume does approximate to their ideal standard of method; we cannot say that it gets very near our own.

The American authorities on the subject of negligence are very numerous. This, no doubt, is caused in a great measure by the habit that appears to prevail in that country of reporting cases, the decision of which turns almost entirely upon facts. In consulting these cases one always observes that the decisions given seem characterized by a greater looseness of reasoning than we are accustomed to find on other points. This seems especially the case with regard to the doctrine of contributory negligence and its application to the case of children; but there are also other points, in reference to which the American decisions appear to us to have occasionally introduced elements of confusion. We are far from saying that the decisions of our own Courts are free from similar faults. One common cause of this we imagine to be the difficulty which judges, as well as other individuals, experience of confining the language used by them to what is strictly necessary to the decision of the case before them. General expressions occurring in judgments of course always require to be interpreted by the special facts with reference to which they are used: but this is more particularly the case in actions for negligence which usually turn on the special facts.

Of course all this very much increases the difficulty which the author of a text-book must experience; at the same time it gives him an opportunity of achieving a more important result. If he were to adopt an analytical method under headings of the more important propositions or rules of law, we think he might do very much towards elucidating the law. There is seldom much doubt about these general rules, though in each particular case there is difficulty in deciding whether the case comes within this or that rule. Each fresh decision is of course an illustration of the general rule within which the case is held to fall, operating, perhaps, as an extension, or else as a qualification of it. It is very seldom, however, that anything that can be called a new rule is laid down. The main thing, therefore, which such a writer would have to do, with each reported case of sufficient importance for him to use at all, would be to decide within which rule it came. When that had been done, it would constantly appear that expressions had been used in the case, apparently of general application, which ought either to be disregarded altogether as really irrelevant to the decision of the case, or at all events to be construed strictly *secundum subjectam materiam*, and limited in their application accordingly. As an instance, we may mention the much misunderstood case of *Hole* v. *The Sittingbourne Railway* (9 W. R. 274, 6 H. & N. 488). In that case will be found expressions from which the liability of a person employing a contractor might be taken to be much greater than it really is. The case, however, must be considered as really decided on the ground that the damage arose from the very act contracted for, and not merely from the manner of its execution. It thus comes within a well-known rule, and is not a case in which an employer was held liable for the negligence strictly so called, of the contractor.

We have said so much about the method and plan of the subject, because we think not only that the authors have, for want of a sufficient logical analysis, failed to avail themselves of an opportunity of clearing away a good deal of confusion on various points, but also that almost all the fault we have to find is due to this cause. Thus, we think, sufficient prominence is not given to the fact that negligence is necessarily a correlative term, and that it cannot exist in law in the absence of a duty between the parties. We do find this or something like it stated incidentally in various parts of the work, yet it is not introduced, as it seems to us it should be, as the first question in every case. Distinctions are drawn between tortious negligence and culpable negligence, as well as between gross, ordinary, and slight negligence; yet we venture to think that the only way in which such distinctions can readily be appreciated is by reference to the different and distinct duties the breach of which these classes of negligence respectively describe.

The authors, however, appear to entertain a different opinion, for, in remarking upon the case of *Southcote* v. *Stanley* (1 H. & N. 247), they profess themselves unable to appreciate the reasoning of any of the English judges; and suggest, in the place of the rule laid down in that case, that a host should be held responsible for gross negligence, whether consisting in misfeasance or in nonfeasance. This amounts, we suppose, to leaving it to a jury in every case to say whether or not the host shall be held liable. The rule, however, laid down by Baron Bramwell seems to us perfectly intelligible and also reasonable—viz., that there is a duty cast upon the host not by careless acts to injure his guest, but that there is no duty to put the place in a safe state to receive him. In fact, that the invitation to a guest is to come and take the place as it is. Again, in the discussion of the question of contributory negligence, the authors adopt a theory which it appears to us is untenable, and which probably would have been avoided, if an analytical method had been adopted. They say that the rule which denies relief to a plaintiff guilty of contributory negligence is based less upon considerations of what is just to the defendant than upon grounds of public policy, which require in the interests of the whole community that every one should take such care of himself as can reasonably be expected of him. They say that it is part of the same policy which makes suicide a crime, and which punishes vagrancy and idleness. We venture to think the origin of the doctrine is a much simpler one—viz., that the plaintiff in order to recover must prove that his injury *is caused by* the negligence of the defendant, and that he fails to do so, when it was caused even in part by his own fault. The maxim *In pari delicto potior est conditio defendentis* applies. That this is so is clearly shown by the fact that if the injury would certainly have occurred notwithstanding the exercise of due care by the plaintiff, his omission to take such care is immaterial and does not deprive him of his relief. In fact, the test is in all cases, could the plaintiff have avoided the consequences of the defendant's negligence? If he could, he cannot say that the defendant caused his injury, and so he fails. It is probably out of this curious notion of punishing a negligent plaintiff by depriving him of his relief that the American Courts have established a difference between the case of an infant and an adult plaintiff. We have several times alluded to this subject, and need only say that it is clear that there is no such distinction made in England (the case of *Lynch* v. *Nurdin* (1 Q. B. 29) having been long ago explained away, except), of course, that defendants are held to know that infants cannot take so much care of themselves as adults, and therefore may be bound to exercise rather more care towards them.

The authors have been somewhat unfortunate in having overlooked the case of *Fletcher* v. *Rylands* (L. R. 1 Ex. 265, and 3 English and Irish Appeals, 330). Many later cases of far less importance have been quoted, but this, in our judgment the most instructive case on the subject in England for many years past, appears to have escaped attention. The judgment of Mr. Justice Blackburn in the Exchequer Chamber, afterwards approved in the House of Lords, not only disposes most effectively of the particular point raised in that case, not perhaps a very important one, but also explains the whole theory under which inevitable accident becomes a defence in cases where *primâ facie* there is a trespass. Not only might this case have much assisted the authors of this work on many points, but it would probably have prevented their falling into what we cannot but regard as a distinct error with regard to what the common law of England was in respect of liability for accidental fires. We apprehend that there is no doubt but that by

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the common law an occupier of land was liable for the spread of such fires to his neighbour's land, fire being one of those things which, before the passing of the statutes on the subject, a man had to keep in at his peril, as was said in *Fletcher* v. *Rylands*. Another somewhat important case in our House of Lords (*Wilson* v. *Merry*, L. R. 1 Scotch App. 326) is not referred to, though the point, which was the principal one in that case, is discussed at considerable length, and a decision which appears contrary to that of our House of Lords is arrived at.

We have not space to go through in detail the various cases with which the authors deal, and with which, as we said at the outset, they deal much more satisfactorily than, in our opinion, they do with the general subject. The headings of the chapters which we have given will show the subjects which the work embraces, and notwithstanding the infinite variety of circumstances under which actions for negligence may be brought, we think it will seldom occur, for the future, that a case will arise, for which a precedent more or less in point cannot be found in this volume.

Law of Patents for Inventions, with Explanatory Notes on the laws as to the protection of designs and trade-marks. By F. W. Campin, Barrister-at-Law. London: Virtue & Co.

The preface announces that "this treatise was not written for the instruction of lawyers, being intended to convey reliable practical information to inventors and patentees, engineers, mechanics, manufacturers, and others interested in patent matters; nevertheless, the writer believes it will be found to be useful to the members of the legal profession, since it sets forth the state of the law resulting from decisions more recent than those of any other work published up to the present time." In our opinion, Mr. Campin has introduced too much technicality into this little treatise. A carefully digested summary, in a popular form, of the leading rules of patent law would be a very excellent book; the present work, however, is scarcely lucid enough to come up to this standard.

We must not, however, be understood to mean that the work before us has no merits, on the contrary the lay public may derive from it a large amount of information on patent law.

COURTS.

COURT OF THE VICE-WARDEN OF THE STANNARIES.

Re Prosper United Mining Company.

Companies Act, 1862—*Winding-up of cost-book mine—Lien of labourers for tribute on ore sold by official liquidator.*

The labourers' lien for tribute on ores raised in a cost-book mine does not extend to the ore when in the hands of a purchaser from the official liquidator.

But, semble, *in the case of a solvent company, the labourers might, if unpaid, obtain, in a creditor's suit against the company, an injunction against the sale.*

This case was heard at the November sittings of the Court.

His Honour the Vice-Warden now gave judgment:—

This was an unregistered company, *i.e.*, a common law company, usually called a cost-book company. A petition was filed to wind up the company, by certain creditors, on 14th August last, which was made absolute on 27th August. Shortly before the petition was presented a distress by the lords of the mine was put in, which if proceeded with by sale would have considerably damaged the works, and have stopped the working. The lords submitted to a stay of their proceeding on condition that all their rights should be reserved, and that meanwhile the company should be allowed to carry on their works until the result of the hearing of the petition. After the 27th August possession was taken by the officer of the court, who, by the course and practice of the court, represents the official liquidator when no one else is appointed. Upon the taking of possession, the Court, in the interest of all parties, sanctioned the continuance of the working for the benefit of the estate. The same agents and managers of the company continued to be employed under the sanction of the Court, and carried on the works under the several setts or pitches theretofore subsisting as between the company and its labourers, subject to a future sale of the property of the company when it should be judged expedient. The ordinary effect of this state of things is that the temporary working of the mine is to be carried on at the expense, not of the Court, but of such funds as the liquidator can command out of the assets of the expiring company, sales of ores, &c., &c. The sale of all the remaining property of the company was eventually advertised for the 14th September last. The prospectus of sale specified "all the machinery, materials, and effects upon and within the mine belonging to the company." Ores were not specified, though I believe they were meant to be, and might be, included in the word "effects." At the sale the auctioneer was asked questions as to the ores to be included in the sale. This was a natural and proper question, and the reply given by the auctioneer, and confirmed by Mr. Marshall, then present at the sale and attending in his character of official liquidator, and representing both the company and the Court, was in effect as follows, viz.: That all the ores broken, underground or on the surface, were to be sold and would pass to the purchaser; that whatever the Court could sell would pass to the purchaser; that all the ores and materials would be handed over to the purchaser; and that "all the costs of the mine would be paid down to the day of sale."

The question is a simple one, and arises as between the official liquidator and the purchaser. It is not a question, as stated by the advocate for the claimants in court, as between the working labourers and this Court; their right to tribute was not, and never was, disputed by anybody. The only matter for my decision is the question who is to pay them. As to tribute, the setts or pitches were made bi-monthly, and the first workings after the order absolute to wind up were under a sett, or setts, made on the 6th August last, and the costs of the working will be determined by reference to the bargain then made between the company and the miners. Since, three more setts, or pitches, or tribute were added by sanction of the official liquidator in September for a limited time, determinable on the sale of the property. I do not feel able to distinguish one class of these setts from the other. In both the working was by sanction of the Court, and every expense of the working down to the sale was chargeable on the company, *i.e.*, on the assets or funds in the hands or under the control of their official representative. In my judgment the tribute must be regarded as part of those expenses or costs with which a purchaser ought not to be charged. It is very probable that a different opinion may have existed in the mind of Mr. Marshall or his legal adviser I presume that the ground of this was the opinion that the tribute is an intrinsic lien on the ore so broken, and adheres to it as liens do in some well-known instances, and that to sell free from that lien was beyond the powers of a liquidator. I cannot accede to that view, though it may be that for some purposes there is such a lien. If, for example, a solvent company were to sell ores before the labourers were satisfied, they might apply to this Court with success for an injunction on filing a creditors' suit against the company even if the company had paid all other wages except the stipulated tribute. I, therefore, decide this case in favour of the purchaser, and declare that he is free from liability to the tributers for any such back costs of working between the 27th of August and the 14th of September. I authorise the official liquidator to pay the taxed costs of this hearing out of the assets in court, if, or as soon as there be such available.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Bacon.)

Dec. 9.—*Solicitors' Costs.*

Upon an application by a solicitor, presenting a petition for adjudication against a bankrupt himself for payment of his costs up to the meeting for the choice of assignees out of the bankrupt's estate in priority to other charges, except those of the official assignee and messenger,

His Honour remarked, that to refuse the application he must repeal the rule of court, and disregard the constant course of practice in such cases. The costs of the solicitor presenting the petition were to be paid out of the first moneys received, subject to the payment of the official assignee and messenger. A person who took upon himself the duties of assignee was not bound to bring actions, and, if he did do so, he might obtain the indemnity of creditors; but that was no reason why he should deprive the solicitor of that to which he was fairly entitled; and as the assignee

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had caused trouble and expense to the solicitor by bringing him to the court, for the purpose of enforcing a demand which ought to have been satisfied without any trouble and expense, he must pay the costs.

Bagley, for the solicitor; *R. Griffiths*, for the assignee.

APPOINTMENTS.

Sir Francis Hastings Charles Doyle, Bart., Receiver-General of Customs, and a barrister of the Inner Temple, has been appointed a Commissioner of Customs, in succession to the late Mr. Ralph W. Grey. Sir Francis is the only son of Sir Francis Hastings Doyle, the first baronet, who was Deputy-Chairman of the Board of Excise and Deputy-Lieutenant of the Tower of London, by Diana Elizabeth, daughter of the late Sir William Mordaunt Milner, Bart., of Nun Appleton, Yorkshire. He was born in 1810, and was educated at Christ Church, Oxford (first class in classics, 1832); he became a fellow of All Souls' college, and graduated B.C.L., in 1843. In November, 1837, he was called to the Bar at the Inner Temple, and for some years went the Northern Circuit. Sir Francis Doyle was appointed in 1845 Assistant Solicitor of the Excise, and in the following year became Receiver-General of Customs, which office he ever since continued to hold. He succeeded his father in the baronetcy in 1839, and married in 1844, Sidney, fourth daughter of the late Right Hon. C. W. Williams Wynn, M.P. Lady Doyle, by whom Sir Francis had several children, died in 1867. It is stated that the appointment of Receiver-General of Customs, the emoluments of which are £1200 per annum, will not be filled up.

Mr. George Slade Butler, solicitor, and registrar of the Rye County Court (Circuit No. 50), has succeeded to the office of High Bailiff of that Court, rendered vacant by the death of Mr. C. F. Lewis. This arrangement has taken place in accordance with the provisions of a recent Act of Parliament, providing for the gradual abolition of the office of high bailiff. Mr. Butler's admission as an attorney dates from Hilary Term, 1843, and besides the county court registrarship, he holds the office of Clerk of the Peace for the borough of Rye.

Mr. Henry Johnson Carr, solicitor, of Leeds and Pudsey, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the West Riding of the county of York.

Mr. Edmund Newman, solicitor, of Trafalgar-house, King's-road, Chelsea, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the City of London, the county of Middlesex, and the city and liberties of Westminster.

Mr. Arthur Whitehead, solicitor, of Wimborne Minster, Dorset, has been appointed a Commissioner for administering oaths in chancery in England. Mr. Whitehead is a member of the local firm of Rawlins & Whitehead.

Mr. Samuel Hall, of Bacup, Lancaster, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Lancaster.

GENERAL CORRESPONDENCE.

Stamps on Building Leases, &c.

Sir,—Allow me to call attention to a recent decision at Somerset House on this important subject. The Solicitor of Inland Revenue has just put a construction, in the matter of a building lease, on the 16th section of 17 & 18 Vict. c. 83, which will, I submit, seriously affect such of these and of very many other deeds as have been executed since 1854. The latter part of that section enacts that "in any case where any deed or instrument chargeable with *ad valorem* stamp duty in respect of any sum of money, yearly or in gross, is made also for any further or other consideration, such deed or instrument is to be chargeable (except where express provision to the contrary is made in any Act of Parliament) with such further stamp duty as any separate deed or instrument made for such last-mentioned consideration would be liable to, except progressive duty." Upon this, the solicitor rules that a building lease containing a covenant by the lessee (as nearly every such lease does) to expend money in building requires to be stamped (in addition to the *ad valorem* stamp on the rent) as a "lease not otherwise charged, £1 15s"; in other words, a lease which has just been charged *ad valorem* as such, is now to be further charged as a "lease not otherwise charged."

If this ruling be correct, then every deed which contains a covenant or other clause, beneficial to any, however small, an extent to the grantor or lessor, beyond the money consideration for it, must bear a 35s. deed stamp in addition to the *ad valorem* stamp, though the latter may perhaps only amount to 6d., and, of course, cannot be given in evidence without it.

I admit that the Legislature can, by express words, pass such an enactment as this, but I contend that the Court of Exchequer will not so construe the almost incomprehensible clause just quoted. The cases of *Nichols* v. *Cross* (14 M. & W., 14 L. J. Ex.), *Phillips* v. *Morrison* (13 L. J. Ex.), *Pearson* v. *Inland Revenue* (L. R. 3 Ex. 242), and the opening "Observations on the Stamp Laws" in Hayes' Concise Conveyancer, may be referred to as leading to this conclusion.

I shall be glad to hear from any one who is interested in the discussion of this subject, for if this ruling be correct so many deeds made since 1854 must be wrongly stamped, that a retrospective Act (after the precedent of Preston's Act in 1814, consequent on *Wright* v. *Wakeford* and *Doe* v. *Peach*) should be applied for. The Legislature will doubtless see the justice of saving the public from numberless penalties because their solicitors were unable of themselves—and their text-books would not help them—to discover that a lease or other deed which is chargeable, and stamped *ad valorem*, should also be stamped as a "lease or deed not otherwise charged."

Ipswich, Dec. 8, 1869. A. H. Aldous.

[Metropolitan building leases are not generally granted till the architect has certified that the buildings have reached a certain value.—Ed. *S. J.*]

Imperial Land Company of Marseilles, Limited.

Sir,—Our attention has been called to a letter which appeared in your issue of the 4th inst., signed "A Shareholder," wherein the writer asks "whether it is proper that a firm of solicitors should seek to induce shareholders to engage in litigation, and endeavour to evade a liability by the offer of freeing them from the payment of costs?"

We reply "certainly not," and indignantly repel the insinuation contained in "A Shareholder's" letter, which is entirely uncalled for by the circumstances of the present case.

Those who instruct us, representing the bulk of the shareholders and creditors, have in that capacity undertaken to defray the expense of the necessary proceedings.

In their view the call is altogether unnecessary and unjustifiable, and the only object they have in resisting it is to save the unfortunate shareholders from further loss.

Michael Abrahams & Roffey.

8, Old Jewry, London, Dec. 9.

Mortgage of Life Policy—Tacking.

Sir,—A. assigns, by way of mortgage, a policy of assurance on his life to B. B. forthwith gives the usual notice of the assignment to the insurance office. C. in ignorance of such mortgage takes a mortgage of the policy, thereby becoming second mortgagee for securing £100, and gives notice of it to the office. The mortgagor asks B. to lend him a further sum, without disclosing the second mortgage. Would B., in the absence of any notice of C.'s security, be entitled to tack any subsequent advances made by him in exclusion of C., or would he be bound to inquire of the office, before making such subsequent advances, as to their having received notice of any intermediate incumbrance? C.

The Rev. S. Flood Jones, the newly appointed precentor of Westminster Abbey, is a son of Mr. W. Jones, who was by profession a solicitor, and for many years was secretary to the Religious Tract Society.

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IRELAND.

(*From our own Correspondent.*)

DUBLIN, Thursday.

All the courts here have been, since the commencement of the after-sittings, busily occupied in the disposal of records, but no case of peculiar importance, from a professional point of view, has arisen.

With respect to the recent Tipperary election the impression abroad is that no petition will be presented by Mr. Heron, or anyone on his behalf, to the Court of Common Pleas under the recent Parliamentary Election Act, inasmuch as such a petition, relying upon the disqualification of O'Donovan Rossa, would place Mr. Heron, who is a strong advocate of the movement in favour of the amnesty to political prisoners, in a false position with respect to many of his constituents. It is believed that many of those who, at the recent polling, gave their votes for O'Donovan Rossa, did so under the impression that by electing him they would force upon the attention of Parliament their wishes with respect to him and his fellow-prisoners. If there is no petition the matter must be dealt with by Parliament itself, and the question whether or not a person convicted of a treasonable offence amounting to felony, but not the subject of capital punishment, can be returned to Parliament, must be decided by the House; in other words, they must say whether or not a conviction for an offence which under the old law would have rendered a witness incompetent to give evidence, and an elector incapable of voting, does, when not attended by corruption of blood, render null and void the votes knowingly given for him.

OBITUARY.

MR. R. G. BRADLEY.

The demise of Mr. Robert Greene Bradley, Barrister-at-Law, of Slyne House, near Lancaster, has been recently reported. The deceased gentleman, who was born in 1788, was the only son of the late Robert Bradley, of Slyne (who died in 1825), by Margaret, daughter of the late Thomas Greene, Esq. He was called to the Bar at Gray's-inn in June, 1814, and became a Bencher in May, 1837. In 1839 he was Treasurer of his Inn. He was formerly a commissioner of bankrupts for the district of Lancaster, and held the commission of a magistrate in the county of Lancaster. The late Mr. Bradley married, in 1820, Lydia, daughter of the late Francis Boynton, Esq., of Hutton Lodge, near Castle Howard, East Yorkshire.

MR. GEORGE LAWTON.

This gentleman, who was for many years a proctor and notary of the ecclesiastical courts of York, died on the 1st December, at Nunthorpe, at the advanced age of ninety years. Mr. Lawton was for a lengthened period registrar of the archdeaconry of the East Riding of York.

MR. E. HOOKER.

The death of Mr. Edward Hooker, solicitor, formerly of Sheerness, took place at Queenborough, in the Isle of Sheppey, on the 27th November, at the age of seventy-seven years. The late Mr. Hooker was for many years secretary to the Sheerness Waterworks, and to the Sheerness Steam Packet Company.

MR. M. BLOOME.

Mr. Matthew Bloome, solicitor, late of Leeds, died at Aberford, on the 28th November. He was certificated as a solicitor in Michaelmas Term, 1813, and was a member of the Leeds firm of Bloome & Dawson. For many years Mr. Bloome was clerk to the trustees of the Leeds and Selby, Tadcaster and Halton Dial, and Seacroft and Scholes turnpike roads.

MR. HENRY YOUNG.

We have to record the death of Mr. Henry Young, solicitor, of Essex-street, Strand, who expired suddenly at his residence in Russell-square, on the 1st December, having obtained the age of seventy-two years. The deceased gentleman was certificated as a solicitor in Michaelmas Term, 1819, and was the senior partner of the firm of Young & Jacksons. He was for some years solicitor to the Governors of Harrow School, and also to the Economic Life Assurance Society of London. Mr. Young was a member of the Incorporated Law Society, and likewise of the Law Association for the benefit of widows and families of professional men in the metropolis and its vicinity.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

LEGAL EDUCATION.*

The Committee having recommended Legal Education as one of the subjects for discussion at this meeting, I have thought it not inappropriate, as one who took part in what is known as the Leeds movement of last autumn, that I should explain to you the result of our endeavours.

Mr. Justice Hannen, in June, at the annual dinner of the Solicitors' Benevolent Association, spoke of our branch of the legal profession in the following terms, a part of which I may be pardoned for reading.

After adverting to the objects of the Solicitors' Benevolent Association he said:—"From whatever point of view that society was regarded, everything which exhibited prudence and generosity was a quality which everyone acquainted with the solicitors of England must be prepared to say attained the highest place among them. No one could have associated as he had done for more than twenty years with the solicitors of London and the country generally, without knowing that there was no class of men amongst whom generosity was more signally exhibited at every turn of their career than solicitors, and no men were more willing to contribute sums of money, or their talents, to objects of real charity. On the other hand, it was found that amongst solicitors prudence was one of the highest qualities developed by them—namely, that prudence which they all relied on as their guide and support in any difficulty and emergency that might arise. He would say for his own part that the solicitors appeared to him to set an example which it might be well followed by the branch of the profession to which, until recently, he had the honour to belong. Take, for instance, the way in which the solicitors were known to have built themselves up into a power of the realm. Beginning, as it were, with a mere law club, they had gradually raised into power that noble institution the Law Society, and they had not used it for selfish purposes only, but for the purpose of raising the character of the members of their own branch of the profession. In another sense the attorneys made one body with the Bar; and, indeed, though he was not sure he was not now about to express an opinion which might be opposed to the views of some gentlemen present—and he had never been afraid of being in a minority—he believed all good opinions had been in a minority once, and he must be contented to be so until that minority grew into a majority; but he did not hesitate to enunciate his opinion that the two branches of the profession might well be amalgamated. No one knew better than himself that the duties of an advocate were entirely different from those of a solicitor; but as in many other cases he knew no means of drawing a sharp dividing line, they merged into one another, and a man who began his career did not know until he had been practising for years for what he had the greatest fitness; and he believed it would be well to leave it to a man to find out the opportunities that might arise of calling forth the qualities and talents that were in him, and so leave it to such occasions to develop whether or no he had a better capacity for carrying on the business of a solicitor than the profession of an advocate. He believed it was peculiar to England that the two branches of the profession were separated, and not only peculiar to Englishmen, in the largest sense, but peculiar to the country, for in almost all of our colonies the two branches of the profession have been amalgamated. He was not aware of any inconvenience that arose from it, and there could be no better training for a young barrister than to devote himself to the business of a solicitor."

It is unusual for our branch of the profession to be spoken

* A paper read by Mr. F. D. Lowndes, solicitor, of Liverpool, at the annual meeting of the Metropolitan and Provincial Law Association, held at York, on the 17th October, 1869.

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of in terms so complimentary, and the question of the fusion of the two branches of the profession coming from a member of the bench, it appeared to me to furnish a very interesting topic for discussion at our annual congress. When, therefore, the meeting last year fell through I thought it would be a pity that the matter should be allowed to go to sleep, and as Leeds had special attractions in the shape of the Arts Exhibition I took the liberty of addressing the president of the Leeds Law Society and suggested that his society would invite the Law Societies of Liverpool, Manchester, Birmingham, Newcastle, and Hull, to meet at Leeds and discuss the matter. It was then quite too late to invite this association to hold its annual meeting there. The suggestion was fortunately addressed to one who had long ago considered the subject—namely, Mr. Bulmer, of Leeds, for it appears that in the year 1851, he read a paper on this very subject at the annual meeting held that year at Birmingham. The Leeds Law Society adopted my suggestion and invited a conference, limited, as I had suggested; if, therefore, any person feel aggrieved that they were not summoned to that meeting, I trust they will be satisfied with this explanation.

The meeting was held at Leeds on the 28th September, and after hearing Mr. Jevons's most able paper on the relations between the two branches of the legal profession and discussing Mr. Justice Hannen's speech, and the report of the Inns of Court Commission of 1855, the following resolutions were unanimously agreed to:—

1. That the present status of our branch of the legal profession and their exclusion from all offices of honour and distinction is unsatisfactory and injurious to the interests of the public, especially having regard to the fact that before admission to our branch of the legal profession examination of a stringent character as to knowledge of law is required, whilst in respect to the bar no test of legal knowledge is necessary.

2. That the tendency of modern legislation to continue and extend the exclusion of attorneys from various offices and appointments for which their education and training specially qualifies them, calls for united action on their part to remove this injustice, and that it is only necessary to call the attention of the bar and the public to the matter in order to ensure their co-operation in devising a remedy.

3. That this meeting is of opinion that the time has come when provision should be made for the foundation of a law university, which should be open to both branches of the profession without distinction, and that the means of providing an institution already exists in the funds at the disposal of the Inns of Court and Inns of Chancery which were originally common to both branches of the profession.

4. That the foregoing resolutions and the paper of Mr. Jevons be referred to a provisional committee for consideration, with instructions to invite the co-operation of the bar and of our branch of ths profession generally, and to report to a future meeting to be summoned in such mode and at such place and time as they shall determine.

An executive committee was then formed consisting of Messrs. Bulmer, Marshall, and Simpson, of Leeds, Mr. Ryland, of Birmingham, and Mr. Jevons and myself, of Liverpool, with power to add to our number. Shortly afterwards Mr. Frank Parker, of Bedford-row, was added a joint secretary with Mr. Jevons.

The foregoing resolutions, a copy of Mr. Jevons's paper. and of the report of the Inns of Court Commission, were forwarded to the Incorporated Law Society of the United Kingdom, and to the Metropolitan and Provincial Association, and they each appointed a committee to consider the subject, and to meet the executive committee of the society formed at Leeds.

At the request of the Leeds Executive Committee, a very interesting and able paper was written by Mr. Marshall, of Leeds, styled "A Sketch of the Early History of Legal Practitioners, and of the Inns of Court and Chancery," which, I think, shows clearly our right to share with the Bar the large endowment possessed by the Inns of Court and Chancery. Our committee also prepared and circulated a scheme for a University of Law. Several meetings were held of this associated committee in London. We discussed first the resolutions prepared at Leeds, and these were rather severely criticised, and in result they were elaborated into the seven following resolutions, which were really answers to propositions put into the shape of questions. The first of these is as follows:—

1. It would be right that the regulation as to admission to the Bar should be placed under Act of Parliament, as is the case as to attorneys and the medical profession.

2. It is not right that the benchers of the Inns of Court should have the uncontrolled power of making rules which may place attorneys in a position more restricted than the rest of the public as to the right of admission to the bar.

3. That compulsory examinations ought to be established as to both branches of the profession.

4. The establishments of the Inns of Court and the Inns of Chancery should be, under legal control, made subservient to purposes of legal education.

5. We think it is not right that barristers should be allowed to exercise the offices of registrars in bankruptcy and probate, of common law masters, and of solicitors to the public departments, without passing such examinations as the law has imposed on every solicitor before he can become qualified to be appointed to the same offices.

6. It is not right that a barrister should be held irresponsible as to the performance of legal work, for the doing of which he has accepted fees, while a solicitor is held responsible.

The last of these resolutions then follows:—

7. It is not right that the rate of remuneration for the solicitor should be governed by fixed tariffs, whilst barristers, physicians, civil engineers, and other professional men, are allowed to determine for themselves their rate of remuneration.

The Leeds Executive Committee were then requested to prepare, for the consideration of the associated committee, a draft memorial, based on the above resolutions and propositions. At a subsequent meeting a draft petition prepared by the Leeds Executive Committee was submitted and discussed. Several gentlemen from all parts of England joined our association.

Finding that the report of the Inns of Court Commission was out of print, and formed rather too bulky a blue book for circulation, we at once resolved to print the report of that commission, to recall attention to the recommendations for providing some test of educational knowledge for students for the Bar. As some gentlemen present may not be acquainted with the composition of that commission, I may here be permitted to give the names of the commissioners, and to give a short extract from their report.

The Chairman of that Commission was the present Lord Chancellor, and the other members were Sir John Coleridge, Sir Joseph Napier, Chief Justice Cockburn, Lord Westbury, Sir Erskine Perry, Sir John Lefevre, Mr. Justice Keating, Mr. Greenwood, and the late Mr. Lavie, of our branch of the profession, and they were appointed "to inquire into the arrangements in the Inns of Court for promoting the study of the law and jurisprudence, the revenues properly applicable, and the means most likely to secure a systematic and sound education for students of law, and provide satisfactory tests of fitness for admission to the bar."

After reviewing the evidence adduced before them the following passages occur in the report:—

"We have hitherto considered the question of the education of a barrister on general principles, and on those grounds alone have come to the conclusion that there ought to be a test both of the general and the professional knowledge of every candidate for the bar.

"But we are fortified in this conclusion when we look to the course adopted by the learned professions, as well as in the subordinate branch of the law.

"The clergyman, the physician, the surgeon, the apothecary, as well as the attorney or solicitor, are all required to pass an examination before they are permitted to practise.

"In every other country in Europe an educational test is applied to advocates, either by requiring a degree in law at a university or else by a distinct professional examination.

"In arriving at this conclusion with respect to the necessity of a test, we desire to be understood as not disparaging or undervaluing the present system of practical study in a barrister's chambers, which must be admitted to be very efficient in fitting a student for the active duties of his profession; it affords, however, no facilities for the study of the scientific branches of legal knowledge, including under that term—constitutional law and legal history; and civil law and jurisprudence. Some knowledge of these subjects must be useful to the barrister, and although during the ordinary period of preparation for the bar it would probably be found impracticable to obtain an

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entire acquaintance with them without sacrificing objects more immediately pressing, yet there would be time enough to lay the foundation of this knowledge, which might be completed after the student should have been called to the bar, and before his time became wholly absorbed by practice.

"By mastering principles the student becomes more interested in and obtains a steadier grasp of practical details.

"The most convenient method of acquiring knowledge of these subjects is by lectures followed by examination applicable both to the lectures and to the subjects generally."

They then sum up the matter by saying—

"We think that considerable advantage would result to the bar as a liberal profession, from a better recognised and more definite and permanent combination of the Inns of Court, in reference to legal education and examinations, than exists at present, in respect of the Council of Legal Education; and that the Inns of Court might be united in a university, still preserving their independence respectively as distinct societies, with respect to their property and internal arrangements. Such a university might not only regulate the examinations to which we have adverted, but might likewise confer degrees in law."

Then follows a scheme for a university, with a sketch of the course of study, and the commissioners then say—

"We have not thought it to be within the scope of our commission to consider whether it would be expedient to associate the advocates of Doctors' Commons with the great body of the profession who are members of the Inns of Court, but there would, as it appears to us, be very little difficulty in rendering them constituent members of the university, if it were thought desirable."

The same remark, doubtless, applies to our branch of the profession.

The Commission of 1855 had no power to inquire into the system of education for students intending to be attorneys, and they therefore omit to suggest that the attorneys should be allowed to share the advantages of this university.

What has been done since this report was issued? Practically nothing.

Some lectureships have been founded; but no compulsory examination is required before admission to the bar.

In the meantime, nearly a million of money has been received and spent by the Inns of Court, and the study of the law, so far as relates to the admission to the bar, is not materially benefited.

Now it appears to me that there never was a time more opportune than the present for considering this question in all its bearings.

Every institution is undergoing a searching criticism by the public, and their various shortcomings are being weighed, and why is the bar to be exempt?

The Inns of Court have had the opportunity of reforming themselves, and have not availed themselves of the opportunity, and the time has come when we must expect Parliament to take the matter in hand.

There are many members, both of the bench and bar, who are greatly dissatisfied with the present position of matters; and the scheme for a law university, open to both branches of the profession alike, has been favourably received by many.

I may mention that the Leeds Executive Committee waited upon the Lord Chancellor with a copy of the scheme we had prepared, and he expressed his general approval of it, and we have also had several interviews with Sir Roundell Palmer, who, we have reason to believe, will support the scheme if brought before Parliament.

At the suggestion of the Lord Chancellor, copies of the scheme for a law university were sent to the various Inns of Courts, but, hitherto nothing has been heard from them. But an important movement has begun amongst the bar and a joint committee, consisting of some eminent members of the bar, together with some attorneys, is being formed, and a bill for the formation of a law university has been prepared, and we have no doubt before the end of the year that a scheme framed by this united committee will be agreed upon.

And now I venture to ask this meeting what is to be the action of the leading members of our branch of the profession.

The Committee of the Incorporated Law Society of the United Kingdom, in their report, say, "that they are not at present prepared to take action in the matter, even to the extent of petitioning the Lord Chancellor and the Houses of Parliament in favour of this scheme." They say the subject is too large to be disposed of without the most anxious discussion to which the council and the committee of its members will always willingly be parties. But the council consider that the opinion of the profession and the public is not at present sufficiently pronounced to justify them in attempting to procure legislation on the subject."

I have much pleasure in telling you how the Manchester Law Association have acted. They have sent a donation of £50 towards the expenses of the association. An example I hope other societies will follow, and show in the most practical form their sympathy and interest in the movement.

But there may be some gentlemen present who will say that whilst they are ready to admit the training of students for the bar to be objectionable and capable of great improvement, that there is no just reason why the present greatly improved method of examining articled clerks during and after their apprenticeship should be abolished and a university course substituted. To such a person I would answer that our present system is clearly deficient in the absence of any systematic teaching, and that it is quite possible for an articled clerk, who may have paid a high premium, at the end of two years and a-half on presenting himself for the intermediate examination, to know simply and absolutely nothing of law. I would ask if there can be any subject more likely to promote and advance the character and respectability of our branch of the legal profession than a higher standard of educational preparation in which, not practice, but the principles of law shall form a necessary part of the study? True it is that the principles of law do form a portion of the examination before admission as an attorney; but it is notorious that those principles are merely acquired by the reading of one or two treatises by the student, and that the main portion of an articled clerk's apprenticeship consists in office drudgery, or more frequently systematic idleness, to be atoned for at last by weeks of anxious coaching.

Of what class of men mainly do these consist who reflect little credit, or rather I should say, do discredit to our profession by either sharp practices or even the baser tricks of extortion? Am I not correct in stating that in ninety-nine cases out of a hundred these have not only had an indifferent education in general knowledge, but have learned much of their cunning in the office of the man with whom they have served their apprenticeship.

A university course with a high moral tone would have a decided tendency not only to improve, but to eradicate this class from amongst us.

Great stress is constantly being laid on the need of a highly educated and enlightened bar, but is it not of tenfold more importance that our branch, who enter so much more closely into all the varied transactions of every grade of society, should be equally enlightened? The great and responsible duty is now cast upon us assembled at this meeting, because we are a meeting whose opinion must and will weigh, not only with the Incorporated Law Society of the United Kingdom, but with Parliament and the country, of asserting our desire, and I would fain add the stronger word of our fixed determination, that we will have a higher standard of education for those who wish to enter our ranks.

You may rest assured of one thing, not only will it meet with the hearty approval of the country, but those who succeed us will bless us in the greater sphere of usefulness and higher status in society which our exertions will have earned for them

LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting held at the hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 2nd inst., the following directors being present:—Mr. Desborough (Chairman); Mr. Harding, Mr. Carpenter, Mr. Clabon, Mr. Collisson, Mr. Kelly, Mr. Nisbet, Mr. Roberts, Mr. S. Smith, Mr. Thomas, Mr. Walker, Mr. Wynne, Mr. Whyte, and Mr. Boodle (Secretary); the following grants were made—viz., £20 to the son of a deceased member, who from serious illness is unable to follow his profession; £10 to the daughter of a deceased member, and £10 to the daughter of a deceased hon. member.

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LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on Tuesday, the 7th instant, Mr. Herbert in the chair, Mr. Galloway brought forward two motions, one relative to the mode in which members are balloted for; the other for permission to members to introduce irrelevant matter in discussing motions for adjournment, both of which were lost. The secretary also brought forward a motion, the object of which was the abolition of the 6d. fine imposed upon junior members for non-attendance. The discussion upon this motion lasted until 10 o'clock without the matter being decided, when the society adjourned. One new member was elected and two gentlemen were proposed as members. The number of members present was thirty-six.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Monday, Dec. 13, class A; Tuesday, Dec. 14, class B; Wednesday, Dec. 15, class C—4.30 to 6 p.m.

No further lectures will be delivered or classes held until Jan. 7, 1870, lecture; Jan. 10, 1870, class.

THE EDMUNDS' SCANDAL.

The arbitrators to whom the Crown's claim against Mr. Edmunds was referred, and to whom also it was referred to make any recommendation to her Majesty's Government on account of any substantive claim of Mr. Edmunds against the Crown, or on account of any claim against the Crown in consequence of the reports of Messrs. Greenwood and Hindmarch, having sat eleven days in public, and having taken evidence and heard counsel, have made the following award:—

"We award and adjudge that, on the taking and adjusting of the accounts in the said order referred to, there is due by the said Leonard Edmunds the sum of £8,544 18s., including the sum of £3,033 16s. due from him on account of fees and emoluments received by him in respect of the parchments' account.

"And we award and adjudge that there are, having regard to all the circumstances, moral grounds for recommending the Government to relieve the said Leonard Edmunds from a part of the moneys due from him on account of the said fees and emoluments received by him in respect of the said parchments' account,—that is to say, to the extent of £1,402 5s., and we recommend accordingly.

"And we award and direct that the said Leonard Edmunds do pay to her Majesty the sum of £7,142 13s., being the amount remaining due from the said Leonard Edmunds upon the taking and adjusting of the said accounts, after deducting the said sum of £1,402 5s. And as to the said substantive claims brought before us by the said Leonard Edmunds against the Crown, having regard to all the circumstances of the case, we make no recommendation to the Government in relation to any such claims.

"And as to the said suit in Chancery, we award, adjudge, and decree that neither party has any claim against the other in respect of any matters in question in the said suit not concluded by the said decree or by this award.

"And we further award and adjudge that each party do pay his own costs, as well of the said Chancery suit as of the reference, and that the Crown and the said Leonard Edmunds do each pay a moiety of the costs of the award.

"In witness whereof we have hereunto set our hands this 27th day of November, in the year of our Lord, 1869.

"George Denman.
"Charles E. Pollock."

Mr. Edmunds, it will be remembered, had already (in Sept. 1864) refunded £7,872 5s. 6d.; this award, therefore, will bring the total to £15,014 18s. 6d.

In the Court of Exchequer an application was made, last week, on behalf of Mr. Alfred Leigh, formerly an attorney of Warrington, to be re-placed on the rolls. He was struck off in 1864, for misconduct in obtaining £130 from an old and illiterate farmer on false pretences. He had suffered six months' imprisonment in Flint Gaol, and had returned £70 to the old man, and counsel submitted that he should be reinstated, as having purgd his offence. The Lord Chief Baron said the Court would not be doing their duty if they placed such a man in a position to obtain the trust and confidence of clients, and the rule was discharged.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Dec. 10, 1869.
[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92¼
Ditto for Account, Jan. 6, 92⅜
3 per Cent. Reduced 92¼
New 3 per Cent., 92¼
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 76
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85, 11 15-16
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 7 p m
Ditto, £500, Do — 7 p m
Ditto, £100 & £200, — 7 p m
Bank of England Stock, 4½ per Ct. (last half-year) 238
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 213
Ditto for Account
Ditto 5 per Cent., July, '80 115
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 100¼
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 92
Ind. Enf. Pr., 5 p C., Jan. '72 105⅛
Ditto, 5½ per Cent., May, '79 110½
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 104¼
Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, under £1000, 25 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	79
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	108½
Stock	Do., A Stock*	100	108½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	56
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	47½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	122
Stock	London and South-Western	100	94
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	84½
Stock	Midland	100	120
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	33½
Stock	North London	100	120
Stock	North Staffordshire	100	58½
Stock	South Devon	100	42
Stock	South-Eastern	100	77
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 12 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	94 0 0
4600	5 per cent	Do. New	50	50 0 0	
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 10 0
7500	10 per cent	Imperial Life	100	10 0 0	16 0 0
50000	12 per cent	Law Fire	100	2 10 0	3 11 3
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5½ 17s 6d pc	Legal & General Life ...	50	8 0 0	9 5 0
20000	4½ 12s 6d pc	London & Provincial Law	50	4 17 8	4 12 6
40000	6 per cent	North Brit. & Mercantile	50	6 5 0	21 10 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
689220	20 per cent	Royal Exchange... ...	Stock	All	

Money Market and City Intelligence.

Consols have been almost without movement during the week. Railways have been increasingly buoyant. Foreign securities, which at first were following the lead of the railways, subsequently declined upon unfavourable foreign advices. It is understood that the telegraphs will not be taken over until the end of January.

The Briton Medical and General Life Association has put forth a detailed statement of its assets, investments, and liabilities. The transactions of the past year are stated to have resulted in the addition of £45,000 to the assets.

Wills of Deceased Lawyers.—The will of Mr. William John Law, formerly Chief Commissioner of the Insolvent

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Debtors' Court, was proved in the London Court on the 16th November, his personalty being sworn under £45,000. The executors and trustees are Mr. Franklin Lushington, a barrister of the Inner Temple, who has just been appointed a metropolitan police magistrate; and Mr. Markham John Law, also a barrister of the Inner Temple, a son of the deceased gentleman. He has bequeathed his law-books to such one of his sons as may embrace the profession of the law.—The personalty of the late Mr. Robert Greene Bradley, J.P., late a bencher of Gray's Inn, has been sworn in the Probate Court of Lancaster as under £25,000. He has left complimentary legacies to George Long, sen., and Mr. Thomas Greenwood, benchers of Gray's Inn, and also to Lord Romilly.—The will of Mr. John Goble Blake, F.S.A., formerly a member of the firm of White, Blake, Tylee, & Fawkener, solicitors, of Essex-street, Strand, has been proved under £50,000.

STOCKPORT.—The Lord Chancellor has appointed Mr. John Johnston, of Stockport, solicitor, a commissioner to administer oaths in chancery in England. By the deaths of Mr. John Boothroyd and Mr. T. M. Ferns, the number of commissioners in the borough was reduced to three—viz., Mr. Coppock, Mr. William Smith, and Mr. J. L. Vaughan. The appointment of another commissioner will be a public convenience for proving wills, and for other acts formerly required to be done before a Master Extraordinary in Chancery.—*Stockport and Cheshire County News.*

NEWCASTLE AND GATESHEAD LAW SOCIETY.—At the forty-third annual meeting of this society, held at Newcastle on the 2nd of December, the following gentlemen were elected members—viz., Messrs. Frederick Hewison, Alfred J. Blount, C. J. Garbutt, W. G. Davies, J. G. Joel, Nathaniel Dunn, and John Barr. The following gentlemen were the officers elected for the ensuing year:—Mr. James Radford, solicitor, Gateshead, president; Mr. William Stephen Daglish, solicitor, Newcastle, vice-president; Mr. Robert Richardson Dees, solicitor, Newcastle, treasurer; and Mr. Thomas George Gibson, solicitor, Newcastle, secretary.

A WISE ANSWER.—The celebrated Aboo Yusuph, who was chief judge of Bagdad in the reign of the Caliph Hadee, was a very remarkable instance of that humility which distinguishes true wisdom. His sense of his own deficiencies often led him to entertain doubts, where men of less knowledge and more presumption were decided. It is related of this judge that, on one occasion, after a very patient investigation of facts, he declared that his knowledge was not competent to decide upon the case before him. "Pray, do you expect," said a port courtier, who heard this declaration, "the Caliph is to pay your ignorance?" "I do not," was the mild reply, "the Caliph pays me, and well, for what I do know: if he were to attempt to pay me for what I do not know, the treasures of his empire would not suffice."—*Malcolm's Persia.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURN—On Dec. 7, at No. 7, Angell-terrace, Brixton, the wife of George Roddam Burn, Solicitor, of Doctors'-commons, of a son.

MARRIAGES.

WEBSTER—DALTON—On Oct. 16, at Rauchie, Chota Nagpore, George Kennedy Webster, B.C.S., Barrister-at-Law, to Fanny Amelia Olivia, daughter of G. Tuite Dalton, Esq., of Eurika, Kells, County Meath.

DEATHS.

CHURCH—On Dec. 2, at 54, Denbigh-street, Pimlico, S.W., Mr. Frederick Church, for many years the faithful and confidential Clerk of Charles P. Froom, Esq.

CRAIG—On Dec. 4, at Chelsea, Richard Forssteen Craig, only son of Richard Davis Craig, Esq., Q.C., aged 23.

HANNEN—On Nov. 29, at 49, Lancaster-gate, Emma Susan, the second daughter of the Hon. Mr. Justice Hannen, aged 15.

LAWTON—On Dec. 1, at Nunthorpe, George Lawton, Esq., a Proctor of the Ecclesiastical Courts of York, aged 90.

YOUNG—On Dec. 1, suddenly, at 23, Russell-square, Henry Young, Esq., of Essex-street, and Sudbury-grove, Harrow, in his 72nd year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Dec. 3, 1869.

LIMITED IN CHANCERY.

London Depository Company (Limited).—Petition for winding up, presented Dec 1, directed to be heard before Vice-Chancellor James on Dec 18. Lewis & Co, Old Jewry, solicitors for the petitioner.

River Steamer Company (Limited).—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Fletcher, 2, Moorgate-st. Friday, April 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Rochdale Theatre Company (Limited).—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Joseph Butterworth, Rochdale. Tuesday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Woodhouse Colliery Company (Limited).—Vice-Chancellor James has, by an order dated Nov 25, ordered that the voluntary winding up of the above company be continued. Poole & Hughes, Lincoln's-inn, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Family Endowment Life Assurance and Annuity Society.—Vice-Chancellor James has, by an order dated Nov 24, ordered that the above company be wound up. Clayton & Sons, Lancaster-pl, Strand, solicitor for the petitioner.

Kent Mutual Assurance Society.—Petition for winding up, presented Dec 1, directed to be heard before Vice-Chancellor James on Dec 18. Herbert, New-inn, Strand, solicitor for the petitioner.

National Provincial Life Assurance Society.—Petition for winding up, presented Dec 2, directed to be heard before Vice-Chancellor James on Dec 11. Deane & Chubb, South-sq, Gray's-inn, solicitors for the petitioner.

Times Life Assurance and Guarantee Company.—Petition for winding up, presented Dec 1, directed to be heard before Vice Chancellor Malins on Dec 17. Lindo, King's Arms-yd, Moorgate-st, solicitors for th petitioner.

United Ports and General Insurance Company.—Vice-Chancellor James has fixed Wednesday, Dec 8, at 12, at his chambers, for the appointment of an official liquidator.

TUESDAY, Dec. 7, 1869.

UNLIMITED IN CHANCERY.

Brampton and Longtown Railway Company.—Petition for winding up, presented Dec 2, directed to be heard before Vice-Chancellor James on Dec 18. Ashurst & Co, Old Jewry, solicitors for the petitioner.

Times Life Assurance and Guarantee Company.—Petition for winding up, presented Dec 6, directed to be heard before Vice-Chancellor Malins on Dec 17. Chilton & Co, Chancery-lane, for W. & A. F. Morgan, Birm, solicitors for the petitioner.

Friendly Societies Dissolved

FRIDAY, Dec. 3, 1869.

Court Selwood Oak (No. 1946) Ancient Order of Foresters Friendly Society, Angel Inn, Frome, Somerset. Dec 1.

Loyal Nelson Oddfellows Friendly Society, Royal Oak Inn, Woodside, Worcestershire. Dec 1.

TUESDAY, Dec. 7, 1869.

Brotherly Union Society, Cock and Magpie Tavern, Wilson-st, Finsbury. Dec 3.

Grosvenor's Pride A.O.S. Society, Safe Harbour Tavern, Arbour-st West, Commercial-rd East. Dec 3.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 3, 1869.

Diesch, Andrew, Weymouth, Dorset, Watchmaker. Dec 22. Davis v Oakley, V.C. Stuart. Howard, Weymouth.

Gilkes, Wm, Leominster, Hereford-hire, Chemist. Dec 22. Mainwaring v Gilkes, V.C. Stuart. Ward, Leominster.

Hughes, Thos, Abergele, Denbigh, Draper. Dec 30. Watts v Hughes, V.C. James. Bagshaw & Wigglesworth, Manch.

Pearson, Jonathan, Low Park, Cumberland, Yeoman. Jan 10. Pearson v Pearson, V.C. Stuart. Thompson, Workington.

Rigg, Thos, Cargo, Cumberland, Cattle Dealer. Jan 1. Armstrong v Timperon, V.C. Stuart. Mounsey, Carlisle.

Rumbold, Sir Carlo Arthur Hy, Tortola, West Indies. March 1. Re Rumbold, V.C. Stuart. Hensman & Nicholson, College-hill, Cannon-st.

Thomas, Thos, Llanfair, Cardiganshire, Esq. Jan 1. Thomas v Thomas, V.C. Malins. Lloyd, Llandyssul.

Veale, Rev Wm, Trevayler, Cornwall, Clerk. Dec 30. Hill v Fitzgerald, M. R. Gregory & Co, Bedford-row.

Williams, Robt Wm Tindal, Swansea, Glamorganshire, Gent. Dec 30. Lucas v Lucas, V.C. Stuart. David, Swansea.

TUESDAY, Dec. 7, 1869.

Fraser, Colonel Alick John. Jan 3. Duguid v Fraser, V.C. Stuart. Clarke & Co, Coleman-st.

Jarmain, Thos, Old-st-rd, St Lukes, Publican. Jan 1. Jarmain v Jarmain, V.C. Malins. Clarke, Coleman-st.

Jones, Letitia, Hastings, Sussex, Spinster. Jan 1. Boys v Jones, V.C. Stuart. Boys & Tweedies, Lincoln's-inn-fields.

Kallender, Frederica Frances, Erith, Kent, Spinster. Dec 30. Kallender v Tipple, V.C. Stuart. Futvoye, John-st, Bedford-row.

Powell, Wm, Llanvaes, Brecon, Gent. Jan 15. Powell v Powell, V.C. Stuart. Phillips, Brecon.

Rogers, Mary, Mornington-rd, Regent's-pk, Widow. Jan 1. Boys v Jones, V.C. Stuart. Boys & Tweedies, Lincoln's-inn-fields.

Rowan, Andrew, jun, Scarborough, York, Homœopathic Chemist. Dec 23. Smith v Rowan, V.C. James. Capes & Chadwick, Carter-lane, Doctors'-commons.

Salvage, Wm, Isleworth, Middx, Grocer. Jan 8. Eagleton v Salvage, V.C. Malins. Mason, Newgate-st.

Slater, John, Hawkshead, Lancashire, Gent. Jan 1. Walker v Slater, V.C. Malins. Norton, Gresham-bldgs, Basinghall-st.

Smith, Wm, Penkridge, Staffordshire, Farmer. Dec 23. Smith v Smith, V.C. James. Ryland, Lincoln's-inn-fields.

Stamp, Mary Eliza, Exeter, Widow. Jan 15. Stamp v Stamp, V.C. Stuart. Truscott, Exeter.

Tucker, Saml, Allington, Dorset. Jan 10. Tucker v Wallbridge, V.C. Stuart. Venning & Co, Tokenhouse-yd.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 3, 1869.

Barnes, Geo, Tally Celyn Issa, Carmarthen, Farmer. Jan 31. Stallard, Worcester.

Barton, John Thos Simpson, Boston, Lincoln, Innkeeper. Jan 1. Staniland & Wigelsworth, Boston.

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Blagborne, Maria, Huddersfield, Spinster. Jan 1. Burrell, Wakefield.
Bliss, Joseph, Thrupp, Northampton, Farmer. Dec 27. Roche. Daventry.
Browne, Arthur Marmaduke Franklin, Richmond Cappoquin, Waterford, Clerk in Holy Orders. Jan 7. Hughes & Son, Bedford-st, Covent-garden.
Crane, Chas Joshua, Bath-pl, Kensington, Esq. March 1. Uptons & Co, Austin-friars.
Egerton, Edward Christopher, Mountfield Court, Sussex, M. P. Jan 15. Lingard & Rowell, Manch.
Elwyn, Hy Septvans, Coleshill-st, Pimlico, Gent. Dec 31. Nash & Co Suffolk-lane, Cannon-st.
Harker, Robt, Seamer, York, Gardener. Jan 1. Nesfield, Scarborough.
Hawkins, Robt Ralph Augustus, Old-sq, Lincoln's-inn, Barrister-at-Law. Jan 31. Hawkins, Saville-row.
Ivatts, Thos, White-st, Southwark, Licensed Victualler. Jan 1. Saffery & Huntley, Tooley-st, Southwark.
Jackson, John, Fairfield, York, Esq. Jan 29. Hunton, Richmond.
Kent, John, Goodwood, Sussex, Yeoman. March 25. Powell & Arnold, Chichester.
Mendham, Rev John, Clophill Rectory, Bedford. Dec 31. Nash & Co, Suffolk-lane, Cannon-st.
Richards, Rev Thos Miller, Alcombe, Somerset. Feb 1. Barlow & Co, Essex-st, Strand.
Sherwood, Jas, West Hartlepool. Durham, Plumber. Jan 7. Fryer, West Hartlepool.
Smisden, Geo, East Sheffield, York, Coal Leader. Dec 15. Sugg, Sheffield.
Starling, Wm, Newport, Isle of Wight, Hatter. Jan 31. Mew, Newport.
Strong, Clement Wm, Albany, Piccadilly, Colonel. Jan 1. Hemsley, Court-yard, Albany.
Walker, John, Little Heath, Hertford, Barrister-at-Law. Feb 23. Webster, Essex-st, Strand.
Wilkinson, Fredk Augustus, St Paul's-pl, Ball's-pond. Jan 1. Gadsden & Treherne, Bedford-row.
Wells, Chas, Nottingham, Gent. Dec 22. Smith, Nottingham.

TUESDAY, Dec. 7, 1869.

Banks, Joseph, Asenby, York, Gent. Jan 5. Richardson, Thirsk.
Daintry, Rev John, North Rode, Cheshire, Clerk. Feb 1. Challinor & Co, Leek.
Eaden, Eliza, Sheffield, Widow. Jan 8. Gainsford & Bramley, Sheffield.
Gore, Hon Sir Chas, Royal Hospital, Chelsea, General. Jan 15. Budd & Son, Bedford-row,
Jones, Wm, Whiscall, Salop, Farmer. Dec 24. Barker, Wem.
Redmond, Jas, King-sq, Goswell-rd, Watch-case Maker. Jan 7. Brooks, New North-rd.
Steel, Ann, Lpool, Widow. Dec 31. Holden & Cleaver, Lpool.
Watson, Thos, Thornhill, York, General Dealer. Feb 7. Haigh, Horbury, nr Wakefield.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 3, 1869.

Anning, Sidney Chas, High-st, Hornsey, Gas Fitter. Nov 15. Comp. Reg Dec 3.
Askham, Joseph, Wm Askham, & Chas Askham, Oldham, Lancashire, Bricklayers. Nov 17. Asst. Reg Dec 1.
Atkinson, Edward, Old Bond-st, Perfumer. Nov 11. Comp. Reg Dec 2.
Atkinson, Wm Hy, Leeds, Woollen Merchant. Nov 16. Asst. Reg Dec 2.
Auld, Jas, Manch, Confectioner. Nov 5. Comp. Reg Nov 30.
Beak, John, & Joshua Robinson, King-st, Hammersmith, Drapers. Nov 4. Comp. Reg Dec 2.
Benham, Joseph, Brompton-rd, Knightsbridge, Livery-stable Keeper. Nov 9. Comp. Reg Nov 30.
Billinghurst, John, Brighton, Sussex, Cheesemonger. Nov 12. Comp. Reg Dec 1.
Bird, Geo, Birm, Boot Maker. Nov 29. Comp. Reg Dec 1.
Bowker, Saml, Lavender Hill, Battersea, Builder. Nov 29. Comp. Reg Dec 2.
Broomhead, Saml, Ashton-under-Lyne, Lancashire, Joiner. Nov 25. Comp. Reg Dec 1.
Chandler, Hy Parry, Berners-st, Oxford-st, Surgical Instrument Maker. Nov 25. Comp. Reg Dec 1.
Clayton, Leonard, John Clayton, & Peter Clayton, Manch, Cotton Manufacturers. Nov 25. Asst. Reg Dec 3.
Cooke, Lewis, Isle of Wight, Butcher. Nov 29. Comp. Reg Dec 3.
Crosier, Joseph, Tyne Dock, Durham, Outfitter. Nov 10. Comp. Reg Dec 2.
Davies, Sarah, Clydach, Glamorgan, Widow. Oct 4. Asst. Reg Dec 2.
Davies, Edmund, Tonypandy, Glamorgan, Grocer. Nov 24. Comp. Reg Dec 1.
Davis, Elias, North Shields, Northumberland, Clock Maker. Nov 10. Comp. Reg Dec 3.
Dawber, Jas Kirke, Grantham, Lincoln, Coal Merchant. Oct 25. Comp. Reg Nov 30.
Dews, Philip, York, Manufacturer. Nov 4. Asst. Reg Dec 2.
Dickinson, Wm, sen, & Wm Dickinson, jnn, Burnley, Lancashire, Furniture Dealers. Nov 5. Asst. Reg Dec 2.
Dyson, Geo, Rastrick, York, Stonemason. Nov 11. Conv. Reg Dec 3.
Edwards, John, Ludgvan, Cornwall, Grocer. Nov 1. Asst. Reg Dec 3.
Edwards, John, Ludgvan, Cornwall, Draper. Nov 1. Inspectorship. Reg Dec 1.
Eldridge, Amos, Worthing, Sussex, Jeweller. Nov 4. Comp. Reg Nov 29.
Eustace, Edward, Warrington, Lancashire, Watchmaker. Oct 28. Comp. Reg Nov 29.
Fion, Jas Abraham, Hope-st, York-rd, Battersea, Provision Dealer, Nov 17. Comp. Reg Nov 30.
Fogg, Wm, Wigan, Lancashire, Boot Dealer. Oct 26. Asst. Reg Nov 30.
Fuller, John, Queen's-ter, East Greenwich, Chemist. Nov 22. Comp. Reg Dec 1.
Garman, Jas Burton, Litcham, Norfolk, Grocer. Oct 30. Asst. Reg Dec 3.
Hallewell, Joseph, Laister Dyke, York, Card Maker. Nov 18. Comp. Reg Dec 1.
Hartley, Thos Waters, Aldermanbury, Comm Agent. Nov 2. Comp. Reg Dec 1.
Hill, Thos Hobson, Kingston-upon-Hull, Coal Merchant. Nov 2. Asst. Reg Nov 30.
Hinton, Archibald, Fountain-ct, Strand, Licensed Victualler. Oct 26. Comp. Reg Dec 1.
Hodgson, Joseph, Aldoth, Cumberland, Farmer. Nov 5. Asst. Reg Dec 2.
Hodgson, Thos, Kirkbride, Cumberland, Farmer. Nov 9. Asst. Reg Dec 3.
Hunter, Edward, Kingston-upon-Hull, Cement Manufacturer. Oct 26. Asst. Reg Dec 2.
Ivings, Joseph, Chalford, Oxford, Carpenter. Nov 24. Comp. Reg Dec 2,
Kendal, Jas, Brooklands, Cheshire, out of business. Nov 22. Asst Reg Dec 1.
Lake, John, jun, Clinton-rd, Grove-rd, Bow, Builder. Nov 24. Comp. Reg Nov 30.
Lloyds, Richd Cripps, Henley-on-Thames, Oxford, Painter. Oct 11. Comp. Reg Nov 27.
Messenger, Joseph, Newcastle-upon-Tyne, Painter. Nov 18. Comp. Reg Nov 30.
Moore, Jas, North Walsham, Norfolk. Stone Mason. Nov 6. Asst. Reg Dec 1.
Morgan, Saml, Horsley Heath, Stafford, Grocer. Nov 30. Comp. Reg Dec 1.
Morris, Wm, Great Bolton, Lancashire, Waste Dealer. Nov 11, Comp. Reg Dec 3.
Neale, Thos, Scrooby, Nottingham, Farmer. Nov 4. Asst. Reg Dec 2
Newsome, John, Baildon-green, nr Leeds, Stone Mason. Nov 11. Asst. Reg Dec 3.
Palfreman, Joseph, Plumstead, Kent, Cheesemonger. Nov 18. Comp. Reg Nov 27.
Pawley, Robt John, Three-turn-passage, Ivy-lane, Gasfitter. Oct 30. Comp. Reg Dec 2.
Philpott, Chas Jas, High-st, Bloomsbury, Leather Dresser. Nov 10. Comp. Reg Dec 1.
Proud, Jonathan, Ulverston, Lancashire, Farmer. Nov 10, Asst. Reg Dec 2.
Randall, Chas, Wellingborough, Northampton, Shoe Manufacturer. Nov 6. Asst. Reg Dec 1.
Ray, Matthew, & Thos Banbury, Palk-rd, Winstanley-rd, Battersea, Builders. Nov 13. Comp. Reg Dec 1.
Robinson, John, Manch, Coach Builder. Nov 13. Comp. Reg Dec 2.
Schofield, John, Oldham, Lancashire, Doubler. Nov 4. Asst. Reg Nov 30.
Siddall, Saml Broadbent, South Shields, Durham, Lessee of Music Hall. Nov 18. Comp. Reg Dec 2.
Simpson, Joseph, Choat, Upper North-st, Poplar, Corn Dealer. Nov 4. Comp. Reg Dec 2.
Smith, Edward Joseph, Birm. Boot Dealer. Nov 15. Comp. Reg Nov 30.
Southwood, Hy Houghton, Orkney-st, Battersea, Grocer. Nov 1. Asst. Reg Dec 3.
Stacey, Enoch, Sheffield, Blockmaker. Nov 4. Asst. Reg Dec 1.
Stride, Jas, Cettingham-rd, Hornsey-rd, Brick Maker, Nov 22. Comp. Reg Nov 30.
Taylor, Wm, Torquay, Devon, Fruiterer. Nov 13. Comp. Reg Dec 2.
Thomas, Alld, Lpool, Oil Dealer. Nov 9. Comp. Reg Nov 30.
Tomlinson, John, Birm, Beer Retailer. Nov 23. Comp. Reg Nov 30.
Travis, John Goodier, Manch, Corn Factor. Nov 4. Comp. Reg Dec 1.
Vinall, John, Eastbourne, Sussex, Paperhanger. Nov 3. Asst. Reg Nov 30.
Wake, Wm Jull, Wolverhampton, Stafford, Draper. Nov 5. Comp. Reg Dec 1.
Walter, Wm, Marden, Kent, Plumber. Nov 16. Comp. Reg Nov 30.
Whale, Benj, Oldbury, Worcester, Miner. Nov 25. Comp. Reg Dec 2.
Wildig, Geo, Landport, Hants, Hardwareman. Nov 27. Comp. Reg Nov 30.

TUESDAY, Dec. 7, 1869.

Barber, Jas Fogg, Ashton-under-Lyne, out of business. Nov 6. Asst. Reg Dec 4.
Beach, John, King's-ter, Stanley-bridge, Fulham, Grocer. Nov 24 Asst. Reg Dec 6.
Burton, Geo, Southtown, Suffolk, Licensed Victualler. Nov 10. Asst. Reg Dec 6.
Ceffala, Gerasimo, & Caralambo Ceffala, Manch, Merchants. Dec 2. Comp. Reg Dec 6.
Clarke, Wm, Leicester, Builder. Nov 17. Comp. Reg Dec 7.
Codd, Hiram, St Mary-at-Hill, Cork Merchant. Nov 11. Comp. Reg Dec 4.
Cooke, John, Stockton-on-Tees, Durham, Joiner. Nov 9. Comp. Reg Dec 4.
Davies, Jas, Jamaica-rd, Bermondsey, Grocer. Nov 17. Comp. Reg Dec 6.
Deadman, Jeremiah, Reigate, Surrey, Builder. Nov 12. Asst. Reg Dec 3.
De Therry, Ernest Sauler, Lower John-st, Golden-sq, Wine Merchant. Nov 26. Comp. Reg Dec 4.
Falding, Jas Bennett, Leicester, Leather Merchant. Nov 15. Comp. Reg Dec 6.
Firth, Hy, Ossett, York, Joiner. Nov 9. Comp. Reg Dec 3.
Garlick, Wm, High Holborn, Coffee-house Keeper. Dec 1. Asst. Reg Dec 4.
Grose, Alfred, Oxford, Grocer. Nov 12. Asst. Reg Dec 3.
Hall, John Morgan, Cardiff, Glamorgan, Agricultural Implement Dealer. Nov 12. Asst. Reg Dec 7.
Halshead, Jas, Bury, Lancashire, Draper. Nov 4. Asst. Reg Dec 2.
Haultaufderhyde, Jas, Lpool, Tailor. Nov 25. Asst. Reg Dec 3.
Hedgcock, Geo, Aylesford, Kent, Farmer. Nov 25. Comp. Reg Dec 6.

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How, Robt, Mare-st, Hackney, Draper. Nov 8. Asst. Reg Dec 6.
Hudson, Jas, Thirsk, Yorkshire, Innkeeper. Nov 11. Asst. Reg Dec 6.
Hull, John, Elton Lodge, Huntingdon, Farmer. Nov 8. Asst. Reg Dec 6.
Jones, John, Birm, Draper. Nov 22. Asst. Reg Dec 3.
Jones, Hy, Ystrad, Glamorgan, Ironmonger. Nov 18. Comp. Reg Dec 4.
Jones, Hy, Manch, Hairdresser. Nov 30. Conv. Reg Dec 6.
Kenyon, Chas, Blackburn, Lancashire, Stonemason. Nov 1. Asst. Reg Dec 6.
Kerckhove, Frns, Cardington-st, Hampstead-rd, Wood Carver. Nov 5. Comp. Reg Dec 3.
Kerr, Jas, Leicester, Draper. Nov 20. Asst. Reg Dec 4.
Kerr, Wm, Nailstone, Leicester, Draper. Nov 24. Asst. Reg Dec 4.
Kirkham, Dennis, Norwich, Cabinet Maker. Oct 29. Asst. Reg Dec 3.
Lupart, John, Spitalfields Market, Salesman. Nov 25. Comp. Reg Dec 6.
Leers, Chas, Watling-st, Woollen Warehouseman. Dec 1. Comp. Reg Dec 3.
Lyde, Edwd, Trump-st, Woollen Warehouseman. Nov 9. Comp. Reg Dec 6.
Maddock, Wm Hy, Plymouth, Lithographer. Sept 11. Asst. Reg Dec 4.
Marsh, Joseph, Wolverhampton, Staffordshire, Watchmaker. Nov 15. Comp. Reg Dec 4.
May, Geo Edwd, Duncan-ter, Hackney, Butcher. Dec 3. Comp. Reg Dec 6.
Mayers, Wm, Christleton, Chester, Builder. Nov 15. Comp. Reg Dec 3.
Massimo, Joseph, North Shields, Northumberland, Ship Chandler. Nov 1. Asst. Reg Dec 6.
McAlpin, Eliz, Leicester, Hosier. Nov 22. Comp. Reg Dec 4.
McDonagh, Thos, Dewsbury, Yorkshire, Provision Merchant. Nov 22. Comp. Reg Dec 7.
McNair, John, Nantwich, Cheshire, Watchmaker. Nov 10. Asst. Reg Dec 7.
Nelson, Michael, Bradford, Yorkshire, Printer. Nov 24. Comp. Reg Dec 6.
Nettleton, Oliver, Ossett, Yorkshire, Manufacturer. Nov 9. Comp. Reg Dec 6.
Nicholson, Anthony Wigham, Manch, Yarn Dealer. Dec 4. Comp. Reg Dec 7.
Norton, John, Radford, Notts, Grocer. Nov 12. Asst. Reg Dec 6.
Owen, John, Burnley, Lancashire, Leather Cutter, Nov 22. Comp. Reg Dec 4.
Parry, David, Wrexham, Denbighshire, Grocer. Oct 30. Asst. Reg Dec 4.
Peake, John, Lpool, Grocer. Dec 2. Comp. Reg Dec 4.
Phillips, John Jas, Falmouth, Cornwall, Shipwright. Nov 13. Asst. Reg Dec 6.
Phillips, Thos Hodgen, Lpool, Plumber. Dec 2. Comp. Reg Dec 6.
Rathbone, Thos, Leamington Priors, Warwick, Greengrocer. Nov 10, Comp. Reg Dec 7.
Richman, Arthur Gest, Rochester, Kent, Baker. Nov 18. Comp. Reg Dec 6.
Rigby, John, Pemberton, Lancashire, Mitler. Nov 11. Asst. Reg Dec 6.
Rule, Hannah, Dover, Kent, Pastrycook. Nov 6. Asst. Reg Dec 4.
Samson, Wm Murray, & Josiah Marling Apperly, Trowbridge, Wilts, Woollen Merchants. Nov 10. Asst. Reg Dec 6.
Serle, Helen Mary, Cheltenham, Gloucestershire, Widow. Dec 6. Asst Dec 7.
Smith, Hy Jas, High Holborn, Shell Fish Merchant. Nov 22. Comp. Reg Dec 3.
Soldat, August, Lpool, Surgeon. Nov 25. Comp. Reg Dec 2.
Stanley, Eliz Mary Ann, Leominster, Herefordshire, Widow. Nov 16. Comp. Reg Dec 4.
Taylor, Saml Gugg, Oldbury, Worcester, Edge Tool Maker. Nov 3. Comp. Reg Dec 6.
Tucker, Richd, Euston-road, Coach Builder. Dec 3. Comp. Reg Dec 7.
Urwin, Thos, Hetton-le-Hole, Durham, Draper. Oct 29. Asst. Reg Dec 6.
Varcoe, Ralph Oxenberry, Stratford, Essex, Builder. Nov 29. Comp. Reg Dec 4.
Walker, Jas, Pudsey, York, Currier. Nov 17. Conv. Reg Dec 4.
Wastle, Fredk Richd, Ordnance-road, Regent's-park, Clerk. Nov 30. Comp. Reg Dec 3.
Westenholme, Jas, Radcliffe, nr Manch, Dyer. Nov 8. Asst. Reg Dec 6.
White, Jas, Upper Hardes, Kent, Baker. Dec 6. Comp. Reg Dec 6.
Wood, Wilkinson, Tetney, Lincoln, Miller. Nov 12. Asst. Reg Dec 6.
Woodburn, Alfred, Tunbridge Wells, Kent, Grocer. Oct 28. Asst. Reg Dec Dec 4.
Woodhams, Wm, Idonia-street, Deptford, Baker. Nov 30. Comp. Reg Dec 6.
Wright, Edwd, Cannon-street, Comm Agent. Nov 9. Comp. Reg Dec 4.

Bankrupts.

FRIDAY, Dec. 3, 1869.

To Surrender in London.

Abraham, Alfred, Edgware-rd, Paddington, Dealer in Trunks. Pet Nov 30. Murray. Dec 15 at 2. Jones, King's Arms-yard, Coleman-st.
Adlam, Jas Carter, Bournemouth, Hants, Cabinet Maker. Pet Nov 30. Murray. Dec 15 at 2. Peacock & Goddard, South-sq, Gray's-inn.
Arrah, Hy Wm, High-st, Kingsland, Cheesemonger, Pet Nov 30. Dec 20 at 1. Dobie, Basinghall-st.
Baker, Sampson, Lenham, Kent, Dealer in Butter. Pet Nov 29. Pepys. Dec 17 at 1. Goody & Stock, Skinner-pl, Size-lane, for Stephenson, Maidstone.
Barrington, Jas, Prisoner for Debt, London. Pet Nov 29 (for pau). Pepys. Dec 17 at 1. Lawrence, Lincoln's-inn-fields.
Berryman, Chas, Page-st, Westminster, Baker. Pet Nov 29. Pepys. Dec 17 at 12. Cooke, Gresham-bldgs.
Bevans, Geo Edwd, Cooper's-ter, Bird-in-Bush-rd, Peckham, Comm Agent. Pet Nov 29. Murray. Dec 15 at 1. Wood, Bucklersbury.
Bigg, John, Lenham, Kent, Baker. Pet Nov 30. Pepys. Dec 17 at 2. Dobie, Basinghall-st.
Birmingham, Wm, Prisoner for Debt, London. Pet Nov 29 (for pau). Murray. Dec 15 at 1. Watson, Basinghall-st.
Bobbin, John, Seymour-pl, Bryanstone-sq, Greengrocer. Pet Nov 30. Murray. Dec 15 at 2. Godfrey, Hatton-garden.
Bryant, Geo Edmund, Prisoner for Debt, London. Pet Nov 29 (for pau). Murray. Dec 15 at 2. Rigby, Gresham-st.
Bryant, Benaiah, Thrandeston, Suffolk, Cattle Dealer. Pet Nov 27. Pepys. Dec 17 at 11. Chilton & Co, Chancery-lane, for Gregson, Stowmarket.
Byers, Jas Mitchell, Lewisham, Kent, Builder. Pet Nov 29. Murray. Dec 15 at 1. Hallam, South-sq, Gray's-inn.
Carttar, Chas Joseph, Blackheath-rd, Greenwich, Attorney-at-Law. Pet Dec 1. Murray. Dec 21 at 2. Preston, Basinghall-st.
Chaplin, Hy, Hunter-st, Brunswick-sq, Lodging-house Keeper. Pet Nov 27. Dec 15 at 2. Girdwood, Old Jewry-chambers.
Cheyney, Chas, Upper Hall-st, New Peckham, Clerk. Pet Nov 30. Murray. Dec 15 at 11. Parsons, King William-st, Charing-Cross.
Chittenden, Edwd, Prisoner for Debt, London. Pet Nov 29 (for pau). Brougham, Dec 20 at 1. Rigby, Gresham-st.
Corney, Wm Speller, Prisoner for Debt, London. Pet Nov 29 (for pau). Brougham, Dec 20 at 1. Walker, Guildhall-chambers, Basinghall-st.
Couch, Edwd, Prisoner for Debt, London. Pet Nov 26 (for pau). Brougham, Dec 15 at 2. Laurence, Lincoln's-inn-fields.
Crosby, Isabella Mary, Old Kent-rd, no occupation. Pet Nov 30. Dec 20 at 1. Cooke, Gresham-bldgs.
Crowe, Jas Geo, Longfield-st, Merton-rd, Wandsworth, Journeyman Carpenter. Pet Dec 1. Pepys. Dec 23 at 12. Watson, Basinghall-street.
Dayes, Chas Wm, Gloucester-st, Queen's-sq, Bloomsbury, Harness Maker. Pet Nov 25. Dec 13 at 2. Godfrey, Hatton-garden.
Dineen, Francis, Creed-lane, Ludgate-hill, Hairdresser. Pet Nov 29. Murray. Dec 15 at 2. Butterfield, Carey-lane, General Post Office.
Dowell, Thos, Sandown, Isle of Wight, Engineer. Pet Nov 27. Dec 15 at 2. Wickens, Palmerston-bldgs, Old Broad-st.
Earl, Robt Geo, Kingston, Hants, Licensed Victualler. Pet Dec 1. Dec 20 at 2. Ford, Howard-st, Strand.
Elliott, Hy, Prisoner for Debt, London. Pet Nov 29 (for pau). Brougham. Dec 20 at 1. Noton, Gt Swan-alley, Moorgate-st.
Ellisdon, John, Groombridge-rd, Hackney, Warehouseman. Pet Nov 30. Dec 20 at 1. Watson, Basinghall-st.
Evans, Wm Henry Duncan, Prisoner for Debt, London. Pet Nov 27 (for pau). Brougham, Dec 20 at 11. Lawrence, Lincoln's-inn-fields.
Fosdick, Wm John, Alfred-st, Vincent-sq, Westminster, Comm Agent. Pet Nov 30. Pepys. Dec 17 at 2. New, Basinghall-st.
Frank, Lehmann, Jones-bldgs, Hutchinson-st, Middlesex-st, Aldgate, General Dealer. Pet Dec 1. Dec 20 at 2. Hobbes, North-bldgs, Finsbury.
Green, Hy, Cromer-st, Gray's-inn-lane, General Dealer. Pet Dec 1. Dec 20 at 2. Edwards, Bush-lane, Cannon-st.
Hartwell, Jas, Prisoner for Debt, London. Pet Nov 30 (for pau). Pepys. Dec 23 at 11. Grayson, Newcastle-st, Strand.
Hayward, Hy, Maidenhead, Berks, Plumber. Pet Nov 25. Pepys. Dec 16 at 1. Brook, New-inn, Strand, for Smith, Windsor.
Hegan, Thos, Holloway-rd, Bedding Manufacturer. Pet Dec 1. Murray. Dec 13 at 2. Mason, Symond's-inn, Chancery-lane.
Hines, Joseph, Prisoner for Debt, London. Pet Nov 25 (for pau). Brougham, Dec 15 at 1. Watson, Basinghall-st.
Howard, John, Beaconsfield, Bucks, Corn Dealer. Pet Dec 1. Pepys. Dec 23 at 12. Nind, Basinghall-st.
Johnson, Wm Geo, Rock-ter, Talfourd-rd, Camberwell, Agent. Pet Dec 1. Pepys. Dec 23 at 1. Simpson, Wellington-st, London-bridge.
Jones, John, jun, Albany-rd, Camberwell, Journeyman Paper Hanger. Pet Nov 29. Pepys. Dec 17 at 12. Godfrey, Gray's-inn.
Lavender, Richd, Spencer-rd, South Hornsey, Gold Beater. Pet Nov 30. Dec 20 at 12. Morris, Jermyn-st, St James's.
Leaver, Francis Robt, Canonbury-rd, Commercial Clerk. Pet Dec 1. Murray. Dec 20 at 12. Reep, Finsbury-circus.
Leftwich, John, Bedford-pl, Commercial-rd East, Cheesemonger. Pet Nov 19. Dec 20 at 11. Matthews & Co, Leadenhall-st.
Leggett, Hy, Gorleston, Suffolk, Beershop Keeper. Pet Nov 29. Murray. Dec 15 at 1. Cowdell & Grundy, Budge-row, Cannon-st.
Lewis, Edwd, Goldney-rd, Harrow-rd, Merchant's Clerk. Pet Nov 25. Dec 15 at 12. Miller & Smith, Watling-st.
Marke, Robt, Prisoner for Debt, London. Pet Nov 30 (for pau). Murray. Dec 20 at 12. Hicks, Francis-ter, Hackney-wick.
Myers, Morris, Euston-rd, Wire Cage Manufacturer. Pet Nov 29. Pepys. Dec 23 at 12. Miller & Miller, Sherbourne-lane, for Suckling, Birm.
Norman, Joseph, Park-rd, Hornsey, Plumber. Pet Nov 26. Pepys. Dec 16 at 2. Linklaters & Co, Walbrook.
Nunn, Richd Philip, Southampton-row, Holborn, Clerk. Pet Nov 29. Dec 20 at 12. Strutt, Adelphi-ter, Strand.
Ogden, Geo, Prisoner for Debt, London. Pet Nov 29 (for pau). Pepys. Dec 17 at 1. Watson, Basinghall-st.
Ohlson, Andrew, New-rd, Mile End Old Town, Coppersmith. Pet Dec 1. Roche. Dec 20 at 12. Godfrey, Hatton-garden.
Orb, Reinhard Leopold, Hind-ter, Upper North-st, Poplar, Pork Butcher. Pet Nov 25. Pepys. Dec 16 at 12. Godfrey, Hatton-garden.
Pankhurst, Edwd Hebert, Silvertown, Essex, Butcher. Pet Nov 30 Pepys. Dec 17 at 2. Wood, Basinghall-st.
Pearce, Thos, Francis-ter, Hackney-wick, Milliner. Pet Nov 19. Murray. Dec 20 at 12. Mills & Lockyer, Brunswick-pl, City-rd.
Philips, Jas, Oxford, Licensed Victualler. Pet Nov 29. Murray. Dec 15 at 1. Doyle & Edwards, Verulam-bldgs, Gray's-inn.
Porter, Jas, High-st, Deptford, Cheesemonger. Pet Nov 30. Pepys. Dec 17 at 2. Smith & Son, Furnival's-inn.
Rayment, Alfred, Stamford-st, Blackfriars, no business. Pet Nov 29 Pepys. Dec 17 at 1. Nicholls & Co, Cook's-ct, Lincoln's-inn.
Read, Alfd, & Chas Read, Prisoners for Debt, London. Pet Nov 29 (for pau). Murray. Dec 15 at 1. Laurence, Lincoln's-inn-fields.
Ricketts, Geo, Stanmore-ter, Kilburn, Journeyman Bricklayer. Pet Nov 25. Dec 15 at 12. Godfrey, Hatton-garden.
Rowe, Harriett, Harlington, Grocer. Pet Dec 1. Murray. Dec 20 at 12. Philp, Pancras-lane, Queen-st, Cheapside.

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Seelly, Richd, Ashford, Kent, out of business. Pet Dec 1. Murray. Dec 13 at 2. Duncan & Murton, Southampton-st, Bloomsbury, for Furley & Co, Ashford.
Seibel, Philip, Blantyre-st, King's-rd, Chelsea, Baker. Pet Nov 30. Pepys. Dec 17 at 2. Godfrey, Hatton-garden.
Self, Chas, St John-st-rd, Clerkenwell, Cabinet Maker. Pet Nov 29. Dec 20 at 12. Hicks, Francis-ter, Hackney-wick.
Siebe, Hy Herepath, Mortlake, Surrey, out of business. Pet Nov 30. Pepys. Dec 17 at 2. Lindus, Cheapside.
Smallbone, Jas, New Cross, Deptford, Comm Agent. Pet Nov 27. Pepys. Dec 23 at 11. Archer, South-bldgs, Eldon-st.
Smith, Edwd Gayslie, Lavender-wharf, Rotherithe, Barge Builder. Pet Nov 29. Dec 20 at 11. Blackford & Riches, Gt Swan-alley, Moorgate-st.
Smith, Wm Bell, Prisoner for Debt, Northampton. Pet Nov 29. Pepys. Dec 23 at 2. Roscoe & Hincks, King-st, Finsbury-sq, for Smith, Peterborough.
Southam, Wm Sampson, Market-pl, Silchester-rd, Notting-hill, Chandler's Shop Keeper. Pet Nov 29. Dec 20 at 12. Cooke, Greshambldgs, Basinghall-st.
Sparks, Geo, Hadley-st, Kentish-town, Journeyman Pianoforte Maker. Pet Nov 30. Dec 20 at 12. Hope, Ely-pl.
Stanbury, Fredk, Olney-ter, Camberwell, Traveller. Pet Nov 29. Pepys. Dec 17 at 1. Cooke, Gresham-bldgs.
Stevens, Stephen Jas, Bournemouth, Hants, Builder. Pet Dec 1. Murray. Dec 13 at 12. Peacock & Goddard, South-sq, Gray's-inn.
Strachan, John, Reading, Berks, Gasfitter. Pet Dec 1. Pepys. Dec 23 at 1. Dennis, Southampton-bldgs, Chancery-lane.
Sussems, Geo, Albert-rd, North Woolwich, Grocer. Pet Dec 1. Murray. Dec 20 at 12. Holmes, Fenchurch-st.
Sweeny, Wm, John's-ct, Wigmore-st, St Marylebone, Bootmaker. Pet Dec 1. Pepys. Dec 23 at 1. Spicer, Staple-inn.
Swinford, Fredk, Tidemore-st, Stewart's-lane, Battersea, Builder. Pet Nov 30. Murray. Dec 15 at 2. Laurence, Lincoln's-inn-fields.
Taylor, Wm Thos, Harrow-rd, Kensal-green, Horticultural Builder. Pet Nov 30. Murray. Dec 15 at 11. Chidley, Old Jewry.
Traies, Hy, (not Hy Traes, as printed in last Gazette) Victoria-rd, Notting-hill, Ironmonger. Pet Nov 22. Dec 13 at 11. Rigby, Greshamstreet.
Welch, Frank, & Alfred Welch, Panton-st, Haymarket, Licensed Victuallers. Pet Nov 26. Pepys. Dec 23 at 12. Batchelor, Essex-st Strand.
White, Fredk, Handcroft-rd, Croydon, Greengrocer. Pet Dec 1. Dec 20 at 2. Hogan, Martin's-lane, Cannon-st.
White, John, West Dulwich, Grocer. Pet Nov 29. Murray. Dec 15 at 12. Padmore, Westminster-bridge-rd.
Wilkinson, Geo Jas David, Hatton-garden, Jeweller. Pet Dec 1. Dec 20 at 2. Pittman, Guildhall-chambers, Basinghall-st.
Wilkinson, Geo, Prisoner for Debt, London. Pet Nov 26 (for pau). Pepys. Dec 16 at 2. Laurence, Lincoln's-inn-fields.
Wright, Chas, Trimley, Suffolk, Farmer. Pet Nov 29. Dec 15 at 2. Pollard, Ipswich.
Wright, Wm, Prisoner for Debt, London. Pet Nov 30 (for pau). Brougham. Dec 22 at 12. Hicks, Francis-ter, Hackney-wick.

To Surrender in the Country.

Bailey, Wm, Leeds, out of business. Pet Dec 2. Marshall. Leeds, Dec 14 at 12. Rooke, Leeds.
Berry, Thos, Stamford, Lincoln, Beerhouse Keeper. Pet Nov 26. Shield. Stamford, Dec 24 at 11. Laxton, Stamford.
Berryman, Arthur, Penzance, Cornwall, Surgeon. Pet Nov 30. Exeter, Dec 23 at 11. Roscorla & Son, Penzance; Terrell & Petherick, Exeter.
Bird, Benj, Lowestoft, Suffolk, Journeyman Baker. Pet Nov 30. Fiske. Beccles, Dec 16 at 12. Archer, Lowestoft.
Bloom, Jacob, Tredegar, Monmouth, Assistant Pawnbroker. Pet Nov 29. Shepard. Tredegar, Dec 20 at 11. Greenway & Bytheway, Pontypool.
Bowley, Ephraim, Gotham, Nottingham, out of business. Pet Nov 29. Patchitt. Nottingham, Dec 22 at 10.30. Keely, Nottingham.
Broadhead, Geo Fredk, Winchester, Hants, Painter. Pet Nov 29. Godwin. Winchester, Dec 18 at 11. Hollis, Winchester.
Broadley, David, Willenhall, Stafford, Keymaker. Pet Nov 29. Brown. Wolverhampton, Dec 14 at 12. Langman, Wolverhampton.
Brown, Thos, Nottingham, Greengrocer. Pet Nov 29. Patchitt. Nottingham, Dec 22 at 10.30. Belk, Nottingham.
Burgess, Edwin, Barnstaple, Devon, Builder. Pet Nov 30. Barnstaple, Dec 17 at 12. Bencraft, Barnstaple.
Butler, Thos, Holbeck, nr Leeds, Warehouseman. Pet Dec 1. Marshall. Leeds, Dec 14 at 12. Granger & Son, Leeds.
Carr, John, Prisoner for Debt, Morpeth. Adj Nov 19. Gibson. Newcastle-upon-Tyne, Dec 14 at 12. Hoyle, Newcastle-upon-Tyne.
Clarke, Alfred, Ruddington, Nottingham, Beerhouse Keeper. Pet Nov 29. Patchitt. Nottingham, Dec 22 at 10 30. Belk, Nottingham.
Cubitt, David, Norwich. Shoe Manufacturer. Adj Nov 18 (for pau). Palmer, Norwich, Dec 14 at 11. Stanley, Norwich.
Dale, Hy, St Thomas' Mount, Sheffield, Table Blade Grinder. Pet Nov 29. Wake. Sheffield, Dec 16 at 1. Sugg, Sheffield.
Day, Fredk, Prisoner for Debt, Oxford. Adj Nov 20. Hawkins. Woodstock, Dec 14 at 10. Thompson, St Ebbe's.
Egan, Jas, Bootle, Lancashire, Ship Joiner. Pet Nov 27. Hime. Lpool, Dec 14 at 3. Nordon, Lpool.
Ellis, Edwin, Wakefield, York, Provision Dealer. Pet Nov 29. Mason. Wakefield, Dec 18 at 11. Barratt, Wakefield.
Ellis, David, Nevin, Carnarvon, Master Mariner. Pet Nov 27. Owen. Pwllheli. Dec 15 at 11. Breese, Pwllheli.
Farrant, Richd Jas, Maidstone, Kent, Beerseller. Pet Nov 29. Scudamore. Maidstone, Dec 18 at 11. Goodwin, Maidstone.
Garner, Hy, Leicester, out of business. Pet Dec 2. Ingram. Leicester, Dec 18 at 10. Petty, Leicester.
Gay, Jarvis, Nottingham, Greengrocer. Pet Nov 29. Patchitt. Nottingham, Dec 22 at 10.30. Belk, Nottingham.
Gilbert, Geo, Burton-on-Trent, Draper. Pet Nov 25. Tudor. Birm, Dec 17 at 12. Sargent, Birm.
Gill, Chas, Rotherham, York, Beerhouse Keeper. Adj Nov 20. Newman. Rotherham, Dec 20 at 1. Whitfield, Rotherham.
Goodman, Freeman Marshall, Whaplode, Lincoln, Publican. Pet Nov 29. Caparn. Holbeach, Dec 14 at 10. Ayliffe, Holbeach.
Greaves, Joseph, Hy Greaves, and Joseph Bottomley, Holbeck nr Leeds, Masons. Pet Nov 30. Marshall. Leeds, Dec 14 at 12. Granger & Son, Leeds.
Green, Jas, Brighton, Sussex, Baker. Pet Nov 30. Eversfield. Brighton, Dec 18 at 11. Holtham, Brighton.
Hammond, Saml, Ludlow, Salop, Grocer. Pet Nov 27. Williams. Ludlow, Dec 22 at 10. Lloyd, Ludlow.
Harding, Joseph, Exeter, Licensed Victualler. Pet Nov 27. Exeter, Dec 14 at 11. Flond, Exeter.
Haresnape, Wm, Rumble-row Mill, Lancashire, Bobbin Maker. Pet Dec 1. Macrae. Manch, Dec 16 at 12. Cobbett & Wheeler, Manch.
Harris, Thos, Swansea, Glamorgan, Licensed Victualler. Pet Nov 17. Morris. Swansea, Dec 13 at 2. Smith, Swansea.
Harrison, John, Ingleton, York, Tailor. Pet Nov 30. Roper. Kirkby Lonsdale, Dec 13 at 10. Robinson, Settle.
Hartshorn, Thos, Leeds, Stonemason. Pet Dec 1. Marshall. Leeds, Dec 14, at 12. Harle, Leeds.
Hayward, Joseph, Manch, Window Blind Maker. Pet Nov 30. Hulton. Salford, Dec 18 at 9.30. Mann, Manch.
Hayward, David, Leeds, Grocer. Pet Nov 30. Marshall. Leeds, Dec 14 at 12. Pullan, Leeds.
Hensley, Wm, Bridgwater, Somerset, Master Mariner. Pet Nov 30. Lovibond. Bridgwater, Dec 15 at 10. Reed & Cook, Bridgwater.
Hill, Wm, Crumpsall, Lancashire, Foreman. Pet Dec 1. Kay. Manch, Dec 15 at 9.30. Heath & Sons, Manch.
Hilton, John, Manch, Hosier. Pet Nov 29. Fardeli. Manch, Dec 15 at 11. Leigh, Manch.
Hitchcock, Wm, St Albans, Hertford, Grocer. Pet Nov 29. Blagg. St Albans, Dec 19 at 10. Shepherd, Luton.
Hodgson, John, Armathwaite, Cumberland, Farmer. Pet Nov 29. Halton. Carlisle, Dec 16 at 11. McAlpin, Carlisle.
Hopkins, David, Caebricks nr Swansea, Glamorgan, Fitter. Pet Nov 29. Morris. Swansea, Dec 13 at 2.
Howells, Mary, Abersychan, out of business. Pet Dec 1. Edwards. Pontypool. Dec 20 at 11. Greenway & Bytheway, Pontypool.
Hoyland, Wm, Chapeltown, York, Butcher. Pet Nov 27. Wake. Sheffield, Dec 16 at 1. Clegg, Sheffield.
Hubbard, Geo, Meopham, Kent, Station Master. Pet Nov 30. Southgate. Gravesend, Dec 17 at 12. Hayward, Rochester.
Hutchinson, John, Nottingham, Baker. Pet Nov 30. Tudor. Birm, Dec 14 at 11. Cranch, Nottingham.
Jackson, John, Ambleside, Westmorland, Waller. Pet Nov 29. Fisher. Ambleside, Dec 15 at 12. Fisher, Ambleside.
Jones, Wm, Carmarthen, Consectioner. Pet Nov 29. Wilde. Bristol, Dec 14 at 11. Abbot & Leonard, Bristol.
Kenyon, Isaac, Ince in Mackerfield, Lancashire, Colliery Labourer. Pet Nov 29. Part. Wigan, Dec 16 at 11. Lees, Wigan.
Kerpar, Jas, Wolverhampton, out of business. Pet Nov 29. Tudor. Birm. Dec 17 at 12. Rowlands, Birm.
Lake, Fredk, Shipley, York, Wine Seller. Pet Nov 26. Bradford, Dec 14 at 9.15. Terry & Robinson, Bradford.
Lawrence, Alfd John, Bluenavon, Monmouth, Butcher. Pet Nov 30. Batt. Abergavenny, Dec 14 at 12. Lloyd, Pontypool.
Leigh, Thos, Manch, Joiner. Pet Nov 30. Macrae. Manch, Dec 16 at 11. Lamb, Manch.
Lightfoot, Robt, Waterloo, Lancashire, & Wm Walker, Lpool, Builders. Pet Nov 26. Lpool, Dec 14 at 11. Ritson, Lpool.
Long, Jas, Downham Market, Norfolk, Painter. Pet Nov 29. Reed. Downham Market, Dec 8 at 10. Nunn, Downham Market.
Mallam, Fredk Gardner, Folkestone, Kent, Tailor. Pet Dec 1. Brockman. Folkestone, Dec 20 at 3. Minter, Folkestone.
Marrs, Wm, Howrigg, Cumberland, Farmer. Pet Dec 1. Hodgson. Wigton, Dec 16 at 12. Mounsey, Carlisle.
McCaldon, David, Manch, Dealer in Horses. Pet Nov 29. Macrae. Manch, Dec 16 at 11. Owen, Manch.
Mellor, Wm, Oldham, Lancashire, Warehouseman. Pet Nov 29. Tweedale. Oldham, Dec 15 at 12. Buckley, Oldham.
Murgatroyd, Francis, & Gershom Murgatroyd, Windhill, York, Worsted Stuff Manufacturers. Pet Nov 20. Leeds, Dec 13 at 11. Wood & Killick, Bradford; and Bond & Barwick, Leeds.
North, Hy, Loughborough, Leicester, Fishmonger. Pet Nov 29. Brock. Loughborough, Dec 15 at 10. Goode, Loughborough.
Oates, Jas, Halifax, York, Fish Dealer. Pet Nov 30. Rankin. Halifax, Dec 17 at 10. Wavell & Co, Halifax.
Oxburgh, Robt, East Stonehouse, Devon, Provision Dealer. Pet Nov 29. Pearce. East Stonehouse, Dec 17 at 11. Edmonds & Son, Plymouth.
Price, Thos, Worcester, Licensed Victualler. Pet Nov 30. Crisp. Worcester, Dec 20 at 11. Tree, Worcester.
Quayle, Danl, Heaton Norris, Lancashire, Clog Manufacturer. Pet Nov 25. Macrae. Manch, Dec 17 at 11. Milne, Manch.
Riley, Wm Hy, Shipley, York, Merchant's Clerk. Pet Nov 27. Leeds, Dec 13 at 11. Wright & Waterworth, Keighley; Bond & Barwick, Leeds.
Roberts, Alfred, Prisoner for Debt, York. Adj Nov 20. Leeds, Dec 15 at 12.
Robinson, Wm, Wall Nook, Durham, Joiner, Pet Nov 27. Greenwell. Durham, Dec 15at 11. Thornton, Bishop Auckland.
Rossiter, Wm Tapley, Torquay, Devon, Builder. Pet Nov 26. Exeter, Dec 16 at 1. Hooper & Woollen, Torquay; Flond, Exeter.
Saville, Richd, Manch, Joiner. Pet Dec 1. Kay. Manch, Dec 15 at 9.30
Seymour, Edwin, Devonport, Devon, Tailor. Pet Dec 1. Pearce. East Stonehouse, Dec 17 at 11. Vaughan, Devonport.
Shuter, Edwd, Chorlton-upon-Medlock, Manch, Gardener. Pet Nov 29. Kay. Manch, Dec 15 at 9.30. Simpson, Manch.
Southam, Saml Swire, Manch, Commission Agent. Pet Dec 1. Macrae. Manch, Dec 17 at 12. Storer, Manch.
Sweeney, Wm Patrick, Torquay, Devon, Lodging-house Keeper. Pet Dec 1. Pidsley. Newton Abbot, Dec 15 at 11. Campion. Exeter.
Syddall, Wm Hy, Prisoner for Debt, Chester. Pet Nov 22. Fardell. Manch, Dec 15 at 12. Cartwright, Chester; Southam, Manch.
Thomas, John Saunder, Swansea, Glamorgan, Draper's Assistant. Pet Nov 30. Morris. Swansea, Dec 13 at 2. Clifton, Somerset.
Tindale, Anthony Wood, Hartlepool, Durham, Grocer. Pet Dec 1. Child. Hartlepool, Dec 18 at 11. Bell, West Hartlepool.
Vaughan, Thos, Swansea, Glamorganshire, Beerhouse Keeper. Pet Nov 24. Morris. Swansea, Dec 13 at 2. Morris, Swansea.

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Wadsworth, Wm, & Walter Wadsworth, Sheffield, Joiners. Pet Nov 20, Leeds, Dec 15 at 12. Rodgers & Thomas, Sheffield.
Walker, Thos, Derby, out of business. Pet Nov 30. Tudor, Birm, Dec 14 at 11. Gamble & Cooke, Derby.
Walker, Christopher, Redcar, York, Merchant Tailor. Pet Nov 29. Crosby, Stockton-on-Tees, Dec 16 at 11. Dobson, Middlesbrough.
Wallis, Wm, Cottingham, Yorkshire, Licensed Victualler. Pet Nov 29. Phillips, Kingston-upon-Hull, Dec 20 at 11. Summers, Hull.
Whittaker, John Evans, Burslem, Staffordshire, Bootmaker. Pet Nov 29. Challinor, Hanley, Dec 18 at 11. Tomkinson, Burslem.
Whiston, Wm, Hanley, Staffordshire, out of business. Pet Dec 1. Challinor, Hanley, Dec 18 at 11. Salt, Tunstall.
Wickenden, Wm, Blakeney, Gloucestershire, out of business. Pet Nov 30. Wilde, Bristol, Dec 15 at 11. Cooke, Cirencester; Press & Inskip, Bristol.
Wilson, Robt, Preston, Lancashire, Fruiterer. Pet Nov 29. Myres, Preston, Dec 18 at 10. Rainford, Preston.
Woodall, Wm, Fulwood, Lancashire, Grocer. Pet Nov 30. Myres, Preston, Dec 18 at 10. Cotman, Preston.
Woodhouse, Chas Hy, Manch, Auctioneer. Pet Nov 29. Hulton, Salford, Dec 18 at 9.30. Percival, Manch.
Woolford, John, Snod's-hill Farm, Wilts, Farmer. Pet Nov 30. Wilde, Bristol, Dec 15 at 11. Townsend & Ormond, Swindon; Henderson & Salmon, Bristol.
Woolven, John, Brighton, Sussex, Butcher. Pet Dec 1. Evershed, Brighton, Dec 18 at 11. Bentley, Brighton.

TUESDAY, Dec. 7, 1869.

To Surrender in London.

Atkinson, John Fras, Holloway-rd, Highbury, Coffee-house Keeper. Pet Dec 3. Dec 30 at 11. Nash, Bevois-ct, Basinghall-st.
Bennetts, Fredk Maximilian, Prisoner for Debt, London. Pet Dec 1. (for pau). Murray. Dec 20 at 1. Smith, Serjeants'-inn, Fleet-st.
Birchall, Thos Frisby, Cheapside, Photographer. Pet Dec 1. Pepys. Dec 23 at 1. Rigby, Gresham-st.
Brown, Geo, Pomeroy-st, Old Kent-rd, Builder. Pet Dec 3. Murray. Dec 21 at 11. Ody, Trinity-st, Southwark.
Brown, Wm Hy, Prisoner for Debt, London. Pet Dec 2 (for pau). Brougham. Dec 22 at 2. Pittman, Guildhall-chambers, Basinghall-st.
Carden, Geo, Coleman-st, Woolwich, out of business. Pet Dec 4. Murray. Dec 21 at 12. Buchanan, Basinghall-st.
Clark, Arthur Richd, Saville-st, Portland-pl, Box Maker. Pet Dec 2. Dec 22 at 1. Marshall, Lincoln's-inn-fields.
Clement, John Hope, Walworth-rd, Barman. Pet Dec 3. Pepys. Dec 21 at 12. Barnett, New Broad-st.
Cohen, Benj, Holywell-row, Chapel-st, Shoreditch, Piece Broker. Pet Dec 1. Pepys. Dec 23 at 12. Pittman, Guildhall-chambers.
Cutler, Chas, Wolverton, Buckingham, Assistant to a Draper. Pet Dec 4. Murray. Dec 21 at 12. Cooke, Gresham-bldgs, Guildhall.
Danks, Titus, Strand, Proprietor of the "Will o' the Wisp." Pet Dec 3. Murray. Dec 20 at 2. May, Russell-sq, Bloomsbury.
Daviss, Josiah, Rosetta-villas, Barking-rd, Merchant's Clerk. Pet Dec 3. Pepys. Dec 21 at 1. Wood, Basinghall-st.
Day, Thos, Meredith-st, Clerkenwell, Jeweller. Pet Nov 30. Dec 22 at 12. Bishop, Essex-st, Strand.
Dean, Chas Geo, Euston-sq, Journeyman Upholsterer. Pet Dec 3. Pepys. Dec 21 at 1. Cooke, Gresham-st.
Drysdale, Geo, Prisoner for Debt, London. Pet Dec 2 (for pau). Murray. Dec 20 at 1. Cooke, Gresham-bldgs, Guildhall.
Fowls, Wm Thos, Jamaica-rd, Bermondsey, Butcher. Pet Dec 1. Pepys. Dec 23 at 12. Godfrey, Hatton-garden.
Gage, Chas, West Ham, Essex, Linendraper. Pet Dec 2. Pepys. Dec 21 at 11. Godfrey, Hatton-garden.
Gemmell, David, Prisoner for Debt, London. Pet Dec 3 (for pau). Murray. Dec 21 at 11. Keighley, Ironmonger-lane, Cheapside.
Goodlatte, David Richardson, Cannon-st Hotel, Director of an Insurance Company. Adj Nov 26. Murray. Dec 21 at 11. Rogerson & Ford, Chancery-lane.
Gray, Wm, Prisoner for Debt, London. Pet Dec 2 (for pau). Brougham. Dec 22 at 1. Lawrence, Lincoln's-inn-fields.
Greenland, Susannah Ellen, Artesian-rd, Bayswater, Boarding-house Keeper. Pet Dec 3. Murray. Dec 20 at 2. Hall, Lincoln's-inn-fields.
Hawksworth, John Oddy, Oxford-ter, Fentiman-rd, Clerk. Pet Dec 2. Murray. Dec 20 at 1. Mason, Gresham-st.
Hendry, Wm, Prisoner for Debt, London. Pet Dec 1 (for pau). Murray. Dec 20 at 1. Laurence, Lincoln's-inn-fields.
Hewitt, Alfred, Tooley-st, Southwark, Marine Store Dealer. Pet Dec 1. Dec 20 at 2. Godfrey, Hatton-garden.
Hodge, Eliz, Adelaide-rd, St John's-wood, Tavern Keeper. Pet Dec 4. Pepys. Dec 21 at 2. Evans & Co, John-st, Bedford-row.
James, Jas Underwood, Prisoner for Debt, London. Pet Dec 2. Murray. Dec 20 at 2. Marsden, Friday-st.
Judd, Alfred, Gutter-lane, Warehouseman. Pet Dec 2. Dec 22 at 1. Watson, Basinghall-st.
Kersdake, John, Buckingham Palace-rd, Pimlico, Boot Dealer. Pet Dec 2. Murray. Dec 20 at 11. Webster, Basinghall-st.
Lawrance, Richd Moore, Gt Cumberland-pl, Hyde-park, Doctor. Pet Dec 4. Murray. Dec 21 at 12. Stafford, New Basinghall-st.
Legge, Hy, Talavera-pl, Margaret-st, Haggerstone, out of business. Pet Dec 3. Pepys. Dec 21 at 12. Stendman, London-wall.
Le Gros, Etienne Alexandre, Chelsfield, Kent, Farmer. Pet Dec 3. Murray. Dec 20 at 1. Woolf, King-st, Cheapside.
Maddocks, Cartwright, Prisoner for Debt, London. Pet Dec 3. Dec 22 at 2. Moss, Trinity-st, Southwark.
Mitchell, Fredk, Epsom Downs, Surrey, Hotel Keeper. Pet Oct 30. Murray. Dec 21 at 12. Lewis & Co, Old Jewry.
Musgrave, John, Carlton-rd, Kentish-town, Surveyor. Pet Nov 4. Pepys. Dec 21 at 2. Johnson, St Martin's-ct, St Martin's-lane.
Naylor, Benj, Magdala-ter, Portobello-rd, Notting-hill, Carpenter. Pet Nov 29. Dec 20 at 11. Hicks, Francis-ter, Hackney-wick.
Newman, Edwd, Garratt-lane, Wandsworth, Builder. Pet Dec 2. Pepys. Dec 23 at 2. Jones, East Temple-chambers, Whitefriars.
Padbury, Edwd, Oxford, Tailor. Pet Dec 3. Dec 22 at 2. Cooke, Gresham-bldgs, Basinghall-st.
Parker, Wm, Lower Thames-st, Merchant. Pet Dec 4. Murray. Dec 21 at 12. Davis, Harp-lane.
Phillips, Geo, Bassett-ter, Portobello-rd, Notting-hill, Assistant to a Cheesemonger. Pet Dec 3. Pepys. Dec 21 at 12. Pullen, Cloisters, Temple.
Rice, Hy, Bramley-rd, Latimer-rd, Notting-hill, Baker. Pet Dec 3. Pepys. Dec 21 at 1. Turner, Wynford-rd, Barnsbury-rd, Islington.
Scales, Edwd, sen, Sittingbourne, Kent, Brickmaker. Pet Dec 3. Pepys. Dec 21 at 11. Gibson & Co, Abchurch-yard, for Gibson & Co, Sittingbourne.
Smith, Thos Bayly, Larkhall-rise, Clapham, Builder. Pet Dec 4. Murray. Dec 21 at 11. Berridge, High-st, Marylebone.
Smith, Hy Fras, Lewisham, Kent, Builder. Pet Nov 30. Dec 20 at 12. Lomax, Old Bond-st.
Stewart, Alex, High-st, Kingsland, Hosier. Pet Nov 30. Dec 22 at 1. Montague, Bucklersbury.
Taylor, John, Winchester, Hampshire, out of business. Pet Dec 3. Pepys. Dec 21 at 12. Jones, New-inn, Strand.
Taylor, John, Southampton, Greengrocer. Pet Dec 3. Pepys. Dec 21 at 1. Wilkins & Co, Bedford-st, Covent-garden, for Guy, Northampton.
Warren, Chas, Belvedere, Kent, Journeyman Carpenter. Pet Dec 3. Pepys. Dec 21 at 11. Poole, Bartholomew-close.
Watson, Wm, Prisoner for Debt, London. Pet Dec 1 (for pau). Pepys. Dec 21 at 11. Lawrence, Lincoln's-inn-fields.
White, Jas, Gt Marlow, Buckinghamshire, Coal Merchant. Pet Dec 2. Pepys. Dec 21 at 11. Cox, St Swithin's-lane.
Wood, Edwin Archer, New Cross-rd, New Cross, Kent, Master Mariner. Pet Dec 3. Murray. Dec 20 at 1. Lewis & Lewis, Ely-pl, Holborn.
Woodman, Jas, Elmore-st, Kingsland, out of business. Pet Nov 29. Dec 20 at 11. Rigby, Gresham-st.
Wray, Alfred, Prisoner for Debt, London. Pet Dec 3 (for pau). Brougham. Dec 30 at 12. Hicks, Coleman-st.
Wynn, Edwd John, Stockbridge-ter, Pimlico, Eating-house Keeper. Pet Dec 2. Murray. Dec 20 at 1. Randall, Welbeck-st, Cavendish-sq.
Young, Leven, Bromley, Middlx, Blacksmith. Pet Dec 5. Dec 30 at 12. Cooke, Gresham-bldgs, Basinghall-st.

To Surrender in the Country.

Akeroyd, Abraham, Bradford, York, Stuff Manufacturer. Pet Dec 3. Leeds, Dec 20 at 11. Terry & Robinson, Bradford; Bond & Barwick, Leeds.
Allen, Saml, Leeds, Woollen Cloth Merchant. Pet Nov 26. Leeds, Dec 20 at 11. Bond & Barwick, Leeds.
Allinson, John, Chesnut-hill, Cumberland, Farmer. Pet Dec 2. Breatch, Keswick, Dec 14 at 1. Simpson, Cockermouth.
Ashby, Alfred, Anstonley, York, Farmer. Pet Dec 3. Leeds, Dec 20 at 11. Bond & Barwick, Leeds.
Barker, Jas, Rochdale, Lancashire, Broker. Pet Dec 4. Fardell, Manch, Dec 21 at 12. Standring, Rochdale.
Barrett, John, Kingston-upon-Hull, Painter. Pet Dec 4. Phillips, Kingston-upon-Hull, Dec 21 at 12. Sibree, Hull.
Beaton, Joseph, Montacute, Somerset, Farmer. Pet Dec 3. Dommett, Chard, Dec 18 at 10. Paull, Ilminster.
Blake, Wm, Gt Yarmouth, Norfolk, Fish Curer. Pet Dec 3. Chamberlain, Gt Yarmouth, Dec 21 at 12. Wiltshire, Gt Yarmouth.
Buckley, John, Keighley, York, Labourer. Pet Dec 1. Keighley, Dec 22 at 2.30. Hodgson, Keighley.
Bullen, Jas, Plymouth, out of employment. Pet Dec 4. Pearce, East Stonehouse, Dec 17 at 11. Edmonds & Son, Plymouth.
Burles, Thos, Cardiff, out of business. Pet Dec 2. Langley, Cardiff Dec 17 at 11. Davis, Cardiff.
Cotterrill, Joseph, Woodmancote, Gloucester, Dairyman. Pet Dec 2. Plumbe, Winchcomb, Dec 18 at 10. Wood, Winchcomb.
Coules, Wm Blettsoe, Exeter, Grocer's Assistant. Pet Dec 2. Daw, Exeter, Dec 17 at 11. Flood, Exeter.
Crook, John, Egerton, Lancashire, Builder. Pet Dec 3. Holden, Bolton, Dec 22 at 10. Ramwell, Bolton.
Cuthbert, John, Stockton, Durham, out of business. Pet Dec 3. Crosby, Stockton-on-Tees, Dec 18 at 11. Clemmett, jun, Stockton.
Dixon, Wm, Littleborough, Lancashire, Woollen Weaver. Pet Dec 1. Jackson, Rochdale, Dec 18 at 10. Holland, Rochdale.
Doman, Wm Edwd, Bristol, Baker. Pet Dec 4. Harley, Bristol, Dec 23 at 12. Stevens.
Dove, Wm, Sheffield, Hardware Dealer. Pet Nov 16. Leeds, Dec 29 at 12. Fernell, Sheffield.
Edmunds, Wm, Dowlais, Glamorgan, Contractor. Pet Dec 2. Russell, Merthyr Tydfil, Dec 20 at 11. Lewis, Merthyr Tydfil.
Fry, Sarah, Burliscombe, Devon, Beerhouse Keeper. Pet Dec 3. Burridge, Wellington, Dec 16 at 11. Trenchard, Taunton.
Graham, Jane Massey, Crook, Durham, Innkeeper. Pet Dec 3. Trotter, Bishop Auckland, Dec 20 at 10. Hutchinson, Bishop Auckland.
Greenwood, Thos, Cheetham, Manch, Marble Mason. Pet Dec 4. Fardell, Manch, Dec 21 at 11. Marsland & Addleshaw, Manch.
Griffiths, Joseph, East Stonehouse, Devon, Beerhouse Keeper. Pet Dec 4. Pearce, East Stonehouse, Dec 17 at 11. Edmonds & Son, Plymouth.
Guthrie, Edwd, Farnworth, Lancashire, Innkeeper. Pet Dec 3. Fardell, Manch, Dec 20 at 11. Dawson, Bolton.
Harris, Augustus Fredk, Bewdley, Worcester, Tea Dealer. Pet Dec 3. Talbot, Kidderminster, Dec 23 at 11. Pardoe, Bewdley.
Harris, John, Aston, Birm, Licensed Victualler. Pet Dec 2. Guest, Birm, Jan 7 at 10. Francis, Birm.
Harvey, Fredk Wm, Portsea, Hants, Attorney. Pet Dec 1. Howard, Portsmouth, Dec 22 at 12. Champ, Portsea.
Holland, Saml, Catsfield, Sussex, Carpenter. Pet Nov 30. Young, Hastings, Dec 18 at 11. Philbrick, Hastings.
Holmes, Richd, Baildon, Yorkshire, Butcher. Pet Dec 1. Carr, Otley, Dec 18 at 11. Hare, Leeds.
Kendrick, Geo, Birm, Japanner. Pet Dec 3. Tudor, Birm, Dec 17 at 12. Sargent, Birm.
King, Wm, Litcham, Norfolk, Tailor. Pet Nov 30. Cooper, East Dereham, Dec 20 at 11. Saunders, East Dereham.
King, Alex Cork, Vownog-hill, Flint, Mine Agent. Pet Dec 2. Lpool, Dec 17 at 12. Cartwright, Chester.
Knight, Jas, Gloucester, Ship Broker. Pet Dec 2. Wilde, Bristol, Dec 17 at 11. Beckingham, Bristol.
Laurence, Geo, Dewsbury, York, Ironmonger. Pet Dec 3. Leeds, Dec 20 at 11. Bond & Barwick, Leeds.

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Laver, Wm, Prisoner for Debt, Bristol. Pet Nov 26 (for pau). Harley. Bristol, Dec 23 at 12.
Lemon, Andrew, Cardiff, Glamorgan, Refreshment-house Keeper. Adj July 17. Langley. Cardiff, Dec 17 at 11. Stephens, Cardiff.
Lenney, Bennett, & Jas Raw, Bradford, York, Joiners. Pet Dec 6. Leeds, Dec 20 at 11. Hargreaves, Bradford; Simpson, Leeds.
Lewis, Geo, Eastney, Hants, Licensed Victualler. Pet Dec 1. Howard. Portsmouth, Dec 22 at 12. Champ, Portsea.
Loy, Martin, Lindal-in-Cartmel, Lancashire, Innkeeper. Pet Nov 2. Postlethwaite. Ulverston, Dec 20 at 10. Ralph, Barrow-in-Furness.
Lupton, John Clegg, Prisoner for Debt, Lancaster. Adj Nov 18. Fardell. Manch, Dec 20 at 11.
Lynden, Edwin, Ramsgate, Kent, Fisherman. Pet Dec 2. Snowden. Ramsgate, Dec 21 at 11. Bowling, Ramsgate.
Maddocks, Richd, Birm, Tailor. Pet Dec 4. Tudor. Birm, Dec 17 at 12. Rowlands, Birm,
Marlow, John, Walsall, Staffordshire, Grocer. Pet Dec 3. Tudor. Birm, Dec 17 at 12. Burton, Birm.
McFarlane, Saml Arthur, Newcastle-upon-Tyne, Hairdresser. Pet Dec 4. Clayton. Newcastle, Dec 21 at 12. Harle, Newcastle-upon-Tyne.
Muckleston. Edwd, Haseley, Warwickshire, Clerk in Holy Orders. Pet Dec 2. Tudor. Birm, Dec 17 at 12. Reece & Harris, Birm.
Pickernell, John, Hatherly, Gloucestershire, Farmer. Pet Dec 2. Wilde Bristol, Dec 17 at 11. Press & Inskip, Bristol.
Potter, Hy Hector, Stalybridge, Lancashire, Cotton Spinner. Pet Dec 3. Fardell. Manch, Dec 21 at 12. Brooks & Co, Ashton-under-Lyne.
Potter, Wm Jordan, Wednesbury, Staffordshire. Machinist. Pet Dec 2. Walsall, Dec 20 at 12. Glover, Walsall.
Price, Richd, Worcester. Journeyman Tailor. Pet Dec 4. Crisp. Worcester Dec 20 at 11. Knott, Worcester.
Randall, Geo, Wallace Down, Dorsetshire, Beerhouse Keeper. Pet Nov 20. Dickinson. Poole, Dec 11 at 11. Tanner.
Rendlesham, Geo King, Reedham, Norfolk. Pet Dec 2. Chamberln. Gt Yarmouth, Dec 18 at 12. Wiltshire, Gt Yarmouth.
Rigden, Robt. Elham, Kent, Farmer. Pet Dec 2. Wilks. Hythe, Dec 23 at 12. Callaway & Finlay, Canterbury.
Roberts, John Hy Feasant, Bedminster, Bristol, Accountant. Pet Nov 30. Harley. Bristol, Dec 23 at 12. Clifton & Moseley.
Robertson, Geo, Prisoner for Debt, Lancaster. Adj Nov 18. Macrae. Manch, Dec 17 at 11.
Robinson, Joseph Fras, Dudley, Worcestershire, Nail Bagging Weaver. Pet Dec 4. Tudor. Birm, Dec 17 at 12. Stokes, Dudley; James & Griffin, Birm.
Rogers, Robt, Hayling North, Hants, Fruit Dealer. Pet Dec 2. Howard. Portsmouth, Dec 22 at 12. H. & W. H. Ford, Portsea.
Rogers, Geo, Bristol, Tailor. Pet Dec 1. Wilde. Bristol, Dec 17 at 11. Press & Inskip, Bristol.
Rowland, Thos, Hailsham, Sussex, Baker. Pet Dec 2. Blaker. Lewes, Dec 31 at 12. Carr, Eastbourne.
Royle, Wm Thos, Prisoner for Debt, Lancaster. Adj Nov 18. Hulton. Salford, Dec 18 at 9.30.
Sharp, Jas, Pulloxhill, Bedfordshire, Cattle Dealer. Pet Dec 2. Wright. Ampthill, Dec 20 at 11. Conquest, Bedford.
Sharp, Walter, Dewsbury, Yorkshire, Painter. Pet Dec 2. Nelson. Dewsbury, Dec 23 at 12. Scholes & Brearey, Dewsbury.
Shaw, John, Warrington, Lancashire, out of business. Pet Dec 3. Nicholson. Warrington, Jan 6 at 1. White, Warrington.
Sherwood, Robt Johnson, Stockton, Durham, out of business. Pet Dec 4. Crosby. Stockton-on-Tees, Dec 22 at 11. Hunton, Stockton.
Shipley, Wm, Chesterfield, Derby, Fruiterer. Pet Dec 2. Wake. Chesterfield, Dec 21 at 11. Skipton, Chesterfield.
Shore, Edwd, Dudley, Worcester, Chain Manufacturer. Pet Dec 6. Hill. Birm, Dec 17 at 12. Hodgson & Son, Birm.
Sinkinson, Robt, Kendal, Westmorland, out of business. Pet Nov 29. Wilson. Kendal, Dec 14 at 11. Thompson, Kendal.
Steer, Wm, Prisoner for Debt, Bristol. Pet Nov 27 (for pau). Harley. Bristol, Dec 23 at 12.
Stockdale, Walter Douglas, Holton-cum-Beckering, Lincoln, no business. Pet Dec 4. Leeds, Dec 22 at 12. Saffery & Chambers, Market Rasen.
Sweetman, Joseph, Prisoner for Debt. Exeter. Adj Nov 3. Pearce. East Stonehouse, Dec 17 at 11. Edmonds & Son, Plymouth.
Taylor, John, Milligate, nr Rochdale, Lancashire, Journeyman Joiner. Pet Dec 2. Jackson. Rochdale, Dec 18 at 11. Holland, Rochdale.
Tongue, Cornelius, Birm, Newspaper Correspondent. Pet Dec 2. Tudor. Birm, Dec 17 at 12. Green, Birm.
Tunsich, Andrea, Cardiff, Glamorgan, Lodging house Keeper. Pet Dec 1. Langley. Cardiff, Dec 17 at 11. Grover, Cardiff.
Urwin, Geo Wm, Monkwearmouth Shore, Durham, Grocer. Pet Dec 1. Ellis. Sunderland, Dec 20 at 11. Steel, Sunderland.
Venables, Richd, Kirwain, Glamorgan, Butcher. Pet Dec 1. Rees. Aberdare, Dec 20 at 11. Simons, Merthyr Tydfil.
Walden, Josiah, Aberaman, Glamorgan, Butcher. Pet Dec 2. Rees. Aberdare, Dec 20 at 12. Linton, Aberdare.
Walker, Geo Barrant, Bristol, Coach Builder. Pet Dec 2. Harley. Bristol, Dec 23 at 12. Clifton & Moseley.
Walters, Anthony Bowden, Dartmouth, Baker. Pet Dec 3. Bryett. Totnes. Dec 18 at 1. Windeatt, Totnes.
Whitehead, Thomas Pearson, New Swindon, Wilts, Turner. Pet Nov 30. Townsend. Swindon, Dec 18 at 11.
Wilkinson, Thos, Middlesbrough, York, Lemonade Manufacturer. Pet Dec 2. Crosby. Stockton-on-Tees, Dec 20 at 11. Bainbridge, Middlesbrough.
Williams, John, Cadoxton-juxta-Barry, Glamorganshire, Butcher. Pet Dec 3. Wilde. Bristol, Dec 17 at 11. Beckingham. Bristol.
Wood, Wm, Greetland, Yorkshire, Ironmonger. Pet Dec 4. Rankin. Halifax, Dec 17 at 10. Haigh, Huddersfield.
Wood, Owen, Saddleworth, Yorkshire, Flannel Manufacturer. Pet Dec 4. Fardell. Manch, Dec 21 at 11. Leigh, Manch.
Wood, John, Ramsbottom, Lancashire, Cotton Waste Manufacturer. Pet Dec 3. Fardell. Manch, Dec 20 at 11. Leigh, Manch.
Woolvin, Albert Wm, Cradley Forge, Worcestershire, Grocer. Pet Dec 3. Harward. Stourbridge, Dec 20 at 10. Stokes, Dudley.
Worthington, Thos, Lampeter, Cardiganshire, Merchant. Pet Dec 4. Wilde. Bristol, Dec 18 at 11. Abbot & Leonard, Bristol.
Wunderlich, Max, Strangeways, nr Manchester, Dealer in Fancy Goods. Pet Dec 3. Hulton. Salford, Dec 18 at 9.30. Heath, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 3, 1869.

Cunnington, Wm Henson, Matson's-villas, Richmond, Grocer's Assistant. Dec 2.
Else, Fredk Edwd, Westbourne-grove, Wine Merchant. Dec 3.
Ingram, Hy Brown, Portland-ter, Regent's-pk, Dissenting Minister. Nov 30.
Seymour, Wm, Jermyn-st, Job Master. Sept 14.

TUESDAY, Dec. 7, 1869.

Stainton, Geo, Ambleside, Westmorland, Labourer. Dec 1.
Upton, Jas, Camsen Seal, Kent, Farmer. Nov 26.

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Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Table Spoons	1 10 0	and 1 18 0	2 4 0	2 10 0		
Dessert ditto	1 0 0	and 1 10 0	1 12 0	1 15 0		
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The Solicitors' Journal.

LONDON, DECEMBER, 18, 1869.

WE PRINT IN ANOTHER COLUMN a letter from a Metropolitan County Court Judge upon a subject to which we have frequently called the attention of our readers, the anomalies of county court jurisdiction. And we have the more satisfaction in publishing this letter because, the whole subject of county court jurisdiction having now been referred to the Judicature Commission, it is eminently desirable that the defects of the existing county court system should be thoroughly understood, in order both that the Commissioners may have as much assistance as possible from without in forming their judgment, and that their recommendations, whatever they prove to be, may be fully and intelligently weighed.

Our correspondent explains with great clearness the broader features of that part of the subject with which he deals, and shows forcibly the purposeless and systemless character of the present law. But had the limits of a letter allowed, he would have found, we are sure, no difficulty in adding a multitude of details to his picture really grotesque in their absurdity. He points out for example the fact that an action of tort may be sent to the county court, whatever the amount in dispute may be, while an action of contract can only be sent if the amount in dispute does not exceed fifty pounds. There are many other peculiarities of this branch of jurisdiction. If an action of contract be sent to a county court after issue joined, it may be sent to any court. If sent before issue joined it can only be to a county court in which it might have been commenced. An action of tort, whenever sent, may be sent to any county court. A suit in equity can be sent from a superior court only to the county court in which it might have been brought. An Admiralty cause, however trivial, and notwithstanding the high standard of county court jurisdiction in Admiralty matters, cannot be sent from a superior court to the county court at all. Again, an action of contract sent after issue joined remains an action in the superior court to the end of the chapter; the judgment is entered, the costs taxed, and a new trial, if necessary, moved for in the superior court. The same cause, if transferred before issue joined, or an action of tort, whenever transferred, becomes a county court cause; the judgment must be entered, and the costs taxed in the county court, and the county court alone can grant a new trial. Nor are these by any means isolated examples. They are fair specimens of the absurdities which run through every detail of the county court system. We strongly commend to the attention of our readers the letter of our correspondent, whose position entitles him to speak with peculiar authority upon this subject.

WE REPORT IN ANOTHER COLUMN a decision of the Master of the Rolls, on the employment of "puffers," or fictitious bidders, at sales of land by auction. "The Sale of Land by Auction Act, 1867," was passed to assimilate the practice in equity to the practice at law—the courts of common law holding, that where a puffer has bid, the right of bidding on behalf of the vendor being reserved, the sale is absolutely void: *Bexwell* v. *Christie*, (Cowp. 395); while it has been held in equity that a vendor may, without special notice, take steps to prevent his property going at an under value, without thereby vitiating the sale: *Smith* v. *Clarke* (12 Ves. 477). In *Mortimer* v. *Bell* (14 W. R. 68), Lord Cranworth observed that the courts of law would not allow the vendor, without express stipulation, to interpose a bidder; while the equity courts always allowed the vendor to fix a reserved price. As to the actual employment of "puffers," the equity courts were in some uncertainty. There was however, a long string of cases against the validity of sales so effected, and in *Mortimer* v. *Bell*, Lord Cranworth upset a sale, where *two* had been employed at once. Lord St. Leonards was of opinion that the courts of law should adopt the equity rule; the late Lord Justice Knight-Bruce, and it appears also the present Master of the Rolls thought the contrary. The Legislature adopted the latter view. The Act of 1867, after reciting that there had been a conflict between law and equity, and that even in equity the rule was unsettled, enacted that "puffing" shall invalidate in equity as well as at law; and the 5th section enacts that in every case the conditions of sale shall state whether the land is sold without reserve, or subject to a reserved price, or whether a right to bid is reserved, and that, if it is stated that the sale will be without reserve, or to that effect, it shall not be lawful for the seller to employ any person to bid, or the auctioneer to take knowingly any bid from any such person. There is no penalty for not making this statement in the conditions; but the Master of the Rolls, in effect, holds the meaning to be that silence is equivalent to a statement that nothing is reserved. In *Gilliatt* v. *Gilliatt*, the case alluded to, the conditions stated that there was a reserved price, but mentioned nothing about bidding. One puffer had been employed, who did not, however, bid up to the reserved price, and, on this latter ground, it was contended that the sale was valid; the Master of the Rolls, however, upset it, observing that the enactment was plain, that if the vendor meant to reserve a right to employ a bidder, he must say so.

THE LAW'S DELAYS have ever been a favourite topic with public writers and speakers; the law's dispatch and promptitude rarely find a chronicler. A remarkable instance, however, of the rapidity of the movements of the Court of Chancery, occurring only a few days since, ought not to be unrecorded. Some property of the Landed Estates Company, distant about twelve miles from London, was, in the course of one forenoon, invaded by a body of men, who commenced digging up a portion of it, in assertion of the supposed right of their employer. At two o'clock information was received at the London offices of the company of these proceedings, and at three o'clock instructions were given for the filing of a bill for an injunction to restrain the defendant. With the assistance of several shorthand writers a bill was written from dictation and placed in the hands of the printers, together with a plan of the estate, and an affidavit. These were printed off with the utmost speed; the bill was filed the same afternoon in the court of Vice-Chancellor Malins, and the learned judge, after hearing counsel, granted the injunction. By seven o'clock in the evening a messenger, accompanied by a body of police served a copy of the injunction upon the parties who were still upon the ground, and who were forthwith removed. Such a rapid movement is perhaps unparalleled.

THE JUDGMENT in the case of *Dawkins* v. *Lord E. Paulet*, delivered on Monday last in the Court of Queen's Bench, will prove a land-mark in the law of libel. The question arose upon demurrer to a replication, and was simply whether a communication, admitted to be privileged, was, under the circumstances stated on the record, rendered actionable if alleged to have been made with express malice. At first sight there would seem little

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doubt on the matter. The ordinary rule of law unquestionably is, that malice deprives a person of privilege. If we might coin a maxim we would say "*malitia tollit privilegium.*" But, in Colonel Dawkins' case, the majority of the Court have held that a different set of considerations must govern. He sought to recover damages for a libellous statement made as to his military conduct by the defendant, his superior officer, to the Adjutant-General. The defence was, in substance, that Lord F. Paulet was acting in the discharge of his duty in making the statements complained of. To this the plaintiff replied that the defendant was actuated by malicious motives. This replication Mr. Justices Mellor and Lush have ruled to be bad, on the ground that the matter of complaint was purely military, and one cognisable, under the Mutiny Act and Articles of War, only by a military tribunal. The late Mr. Justice Hayes was of the same opinion, but the Chief Justice, on the other hand, held that the action was maintainable.

The question involved is one of extreme importance, and affects the status of every officer and soldier in the British army. We shall take an early opportunity of recurring to it, with a view of considering whether the Articles of War are in truth so stringent as to oust the jurisdiction of the ordinary courts of law. The proposition of the majority of the Queen's Bench judges is certainly startling, and we should not be surprised to find that a Court of Error, if appealed to, will decline to assent to it.

THE OVEREND & GURNEY PROSECUTION has at length reached Guildhall, and until the verdict has been given we shall abstain from any comments which might tend to a prejudication of the case. Whatever is to be said for and against perfect freedom of press discussion of proceedings before chancery *judges*, there can, we think, be no question of the impropriety of prejudging a case pending before a *jury*. Some of our daily contemporaries have disregarded propriety in this matter, and published articles which, if there were anyone who cared to raise the question, would certainly be considered a contempt of court.

THE *Times* Money Article of last Monday contains some remarks on the hard position of directors, who may be prosecuted under the Larceny Act without the sanction of the Attorney-General being necessary, whereas, before a trustee can be proceeded against under the same Act, the sanction of the law officer must be first obtained. Some correspondents, also of the *Times*, ascribe to the badness of the Court of Chancery, the wreckers, and the official liquidators also, the general commercial mistrust and depression which they deplore.

"At the present moment," says one of them, "there are numerous undertakings of great importance, and which are urgently required, which, although they have received the sanction of Parliament, cannot be executed because they cannot raise money on account of the distrust which exists."

As to the point on the Larceny Act, we certainly know of no reason why the sanction of the Attorney-General should be necessary for the prosecution of a trustee, but not for that of a director. As to the practical hardship which has resulted to directors from the distinction, it amounts simply to *nil*. Everyone who has kept up an acquaintance with the legal reports of joint-stock cases has been astonished and disgusted at the countless flagrant instances in which the subscribers to concerns have been nothing short of swindled by the promoters, and yet there has never been a conviction under section 84 of the Larceny Act, and until quite recently there had never been a prosecution. It is not the fault of the Act that the worst cases within its scope are never prosecuted at all, or that the contagion of joint-stock immorality has extended even to the proceedings by which it was intended to be punished and repressed. We are certainly not surprised to hear that there are numerous undertakings which cannot raise their capital on account of the general distrust of companies which the disclosures made in and since 1866 have generated. Considering the amount of rotten undertakings which have been exposed during the last few years, the scores upon scores of concerns started without hope of success—many of them established for the express purpose of being wound-up, considering frauds by which all these things have been accomplished, the concoctions of the railway world, and the wholesale and considering, over and above all, that not one of the perpetrators has had any criminal penalty to pay, it would be strange if this distrust did not exist.

IT IS RARELY that anyone is actually committed for open contempt of court. In most cases in which a contempt has been committed, the Court is satisfied by the offender making a submission and paying costs. Vice-Chancellor Malins, however, this week committed two persons for gross and violent conduct to a solicitor's clerk, who served on one of them an *interim* order for an injunction. In an old case of *Williams* v. *Johns*, in 1773, a defendant was committed to the Fleet for a contempt which consisted in forcing a process-server to eat the wax and parchment of the *subpœna*, beating him till he became senseless, and then ordering his servants to throw him into the river.

THE NEW SYSTEM OF TAXATION.

On the 1st of January next a new system of payment and collection of the income tax, land tax, inhabited house duty, and other assessed taxes comes into operation. The Act by which this is effected is the 32 & 33 Vict. c. 14, and, as is the case with most other Acts relating to similar subjects, it is not very easy to understand its exact effect on first reading it, owing to the numerous references it contains to former Acts of Parliament. The subject will probably attract a good deal of attention in the next few weeks, and we observe that meetings have already been held in some quarters to protest against the payment of these taxes in advance. It may not, therefore, be out of place to give some explanation of the alterations effected by the Act.

As regards the income tax, land tax, and inhabited house duty, the alteration consists simply in altering the time of payment. For the future these taxes are to become due on the 1st of January, instead of being due by quarterly payments throughout a year, commencing from the 6th of April. Although, however, by law these taxes have been payable quarterly, the practice with regard to their collection has varied much in different places; we believe they have most frequently been collected in half-yearly payments, while in some places they have been collected only annually in one sum. Thus the new law will no doubt practically affect tax-payers in different localities somewhat differently. It has, in fact, seldom been found worth while to demand, and probably never to enforce, punctual payment of the earliest instalments, owing to the trouble and expense of such a proceeding. Therefore, notwithstanding that, as was pointed out by the Chancellor of the Exchequer, the time of payment is now, in comparision with the proper dates for the payment of the four instalments, more retarded on the whole than advanced, there can be no doubt that the practical effect in most places will be to advance the time when payment is likely to be enforced.

In the end, however, when the new system has come fully into operation, no more and no less will have been paid in respect of these taxes by the tax-payers than they would have paid under the old system. They will only be out of pocket by a small amount in respect of interest upon the duty for a short space of time, in those cases where it has not hitherto been the practice to enforce punctual payment of the earlier instalments. The prin-

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cipal difference, therefore, to the tax-payers will be that they will always have to pay in one sum at the same time of the year, while, to the State, the difference will be in the saving of expense of collection. To assist those who may wish to verify these conclusions by reference to the Act of Parliament, it may, perhaps, be as well to point out that the 5th, 6th, and 7th sections, which, to a casual reader, might appear to contain elaborate alterations of the law with reference to these taxes, are really similar to the provisions which, for some time past, have been contained in the annual income-tax Acts.

The alterations with regard to what are ordinarily known as the assessed taxes, that is, the taxes on male servants, horses and carriages, and armorial bearings, and also that on horse-dealers, are much more elaborate, and difficult to understand. This is so both as regards the alterations in the payments required from tax-payers, and also as regards the alterations in the machinery under which those payments are to be made. The amounts of the various duties are somewhat altered, and, on the whole, reduced. So far greater simplicity is certainly introduced, but besides this, as our readers are all aware, these taxes are now to be paid in January in advance for articles kept or used in the ensuing year, instead of being, as heretofore, *payable* by four instalments (on the 20th of June, September, December, and March), in respect of articles kept during the year ending on the 5th of April preceding. In practice these taxes have, of late years, scarcely ever been collected in the four instalments; still they have been by law so payable ever since the passing of the Act 43 Geo. 3, c. 161, in 1803. It will be seen therefore, that the time by which the payment of these taxes is anticipated will vary a good deal in different cases, but it may be calculated roughly at a year. Thus, the payers of this tax will mostly be out of pocket through the alteration by about a year's interest on the amount of the tax paid by them. There is, however, to be no assessment made in respect of articles kept during the period between the 6th of April, 1869, and the 1st of January, 1870, and the effect of this is very important. Thus, it might appear at first sight that, by the alteration from *post* payment to payment in advance, an additional year's taxes would eventually be paid by each tax-payer. The effect, however, in all cases which it is at all reasonable to contemplate will, owing to the provisions to which we have referred, be more nearly the contrary. Of course, if any sudden convulsion, either of nature or of society, were to put an end to the payment of these taxes, each tax-payer would have paid more under the new system than he would if the old had been continued. In the rather more likely case of the taxes being repealed no one could, of course, complain of his having had to pay in advance, because if he had not, probably the repeal would have been a year later.

Let us take, however, the cases which must happen if the order of things contemplated and provided for by the new statute continues for a few years, and see whether a tax-payer ceasing, after the commencement of the new system, to keep the article for which he has been taxed will, after paying all to which he has become liable in respect of it, on the whole have paid more or less in consequence of the alteration. It will be found that a person who may hereafter discontinue to keep, say a horse, upon which, before the alteration, he has been liable to the assessed tax—that is to say, a horse which he kept prior to the 5th of April, 1869, will, if the date of his ceasing to keep it lies between the 1st of January and the 5th of April in any year, have to pay exactly the same number of yearly assessments in respect of his horse, as he would have done under the old system, while if he discontinues it between the 6th of April and the 31st of December, in any year, he will have to pay one year's assessment less than he would have been liable to under the old system. This, of course, is owing to the year dating from the 1st of January instead of from the 6th of April preceding, so that although he would, by keeping the horse after the 6th of April in any year, have broken into a new year under the old system, he does not do so under the new, unless he keeps it on beyond the next 1st of January. Thus, as the period after the 5th of April, in any year, is about three times as long as that before that day, any present tax-payer may calculate that the time when he will cease to become liable to pay assessed taxes (as he must some time by death, if not otherwise) is three times as likely to fall in the latter nine months of the year as in the first three; and, therefore, that there is a probability of three to one that he, or at all events his executors or administrators, will eventually save a year's assessment to the assessed taxes by the alteration effected in the present year. The tax-payers have, therefore, this eventual advantage to look forward to, in addition to the present benefit of a reduction of several of the duties, as some compensation for the pressure put upon them now in having to pay in advance duties for next year, before the payment of the duties for the past year is entirely cleared off.

It is not, however, to be inferred that because about three-fourths of the present tax-payers will eventually pay one assessment the less, owing to the present alteration, that therefore the State must eventually lose that amount. In the first place, there is the consideration, that what the tax-payers now gain by the law they often before gained by evading the law. It was frequently impossible to get the duty on articles eighteen months or two years after they had been given up by the person keeping them, nor was this evasion necessarily a dishonest one, as it might well have been unintentional, and on the part of executors it must have commonly been so. Then again, even supposing that the duty hitherto had been as completely collected under the old system as it will be under the new, still the State now receives the taxes in advance, and new tax-payers will come in before they otherwise would do so to pay in place of the old ones who discontinue; so that the loss of three-fourths of a year's taxes will not fall on the State until a year after horses and carriages and the other articles cease to be the subjects of assessed taxes. The only effect, therefore, would be that the alteration may have postponed for one year the eventual repeal of these taxes—a contingency which we should imagine is very remote, now that the duties are reduced to a very simple form, and imposed only on luxuries. If, however, the calculations of the Chancellor of the Exchequer as to the increased amount that will be collected, and the saving that will be effected in the expense of collection, are anything like verified, the profit to the State will be very much greater than the present value of the ultimate loss on the amounts due from each individual tax-payer, to which we have referred.

On the whole, therefore, we must give the scheme as to the assessed taxes our decided approval, believing that its advantages far outweigh the grievance caused by the present pressure of several payments at once. It is, however, a matter of some doubt whether, although it is desirable to have only one collection of each tax in the year, it is also desirable to have that collection at the same time for all taxes. Not only does it put additional pressure upon the public to do so, but also we should imagine it must require an additional staff. If the assessed taxes and some others were collected in January, and the income-tax in July, we should imagine that the services of the same officer would be available for their collection to a greater extent than they will be under the proposed arrangement.

We pass on now to the consideration of the alterations in the machinery for collection of the assessed taxes, and the manner in which tax-payers will be affected by these alterations. At present the machinery in use is that provided by 43 Geo. 3, c. 161, for although the duties have been frequently altered since then, and are now totally different, yet as regards the notices to be served, the returns to be made, and the penalties which may be incurred, no substantial alteration appears to have been made until the present year. By the 43 Geo. 3, c. 161, s. 25, it is provided that the assessors shall place certain

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notices on the church doors as to the taxes to be paid and as to the liability of persons to make returns. And it is enacted that this shall be a sufficient notice to all persons, but by the 26th section it is also provided that the assessors, besides those general notices, "shall" leave at every dwelling-house, where any person liable, or supposed to be liable, to the duties resides a notice for the occupier, and in certain cases other notices. Under this last section forms have been regularly supplied to persons liable, on which to make their returns, and although the omission of the officer to deliver such a notice and form would not have excused in law the omission to make a return, yet there can be no doubt that in practice it would have been a sufficient excuse, and no penalty would have been enforced. Under the Act of this session, section 20, the Commissioners of Inland Revenue are to cause notices to be posted on the 1st of January, on all church doors, stating the duties payable, and where persons liable may procure forms on which to make their declarations. By section 24 the Commissioners "may" also serve special notices on individuals, and deliver to them forms, which in that case they are bound to fill up within fourteen days. It will be observed that "shall" in the old Act is changed to "may" in the new one. The importance of this of course depends entirely upon the practice which the Commissioners choose to adopt. It is probable, however, that they will cause notices to be served as hitherto. If they were not to do so, but were to enforce the penalties on all who did not obey the notices on the church doors, there certainly would be loud complaints, and not without reason. Having, however, procured a form, either from having it left at his dwelling, or by going to fetch it from the person to whom he is directed by notice on the church doors, every person liable to duty is before the end of January to fill up the form and state the number of male servants, horses, etc., then kept by him, and then to deliver it to the proper officer and pay the duty according to the number so returned. If, afterwards, during the year, he begins to keep an additional male servant, etc., or if he begins to keep any subjects of the duty for the first time in any other month in the year, he is to go and make a similar return, and pay the duty within twenty-one days from his so beginning to keep them. If he fails in any of these duties he is liable to pay a penalty of £20. Under the old Act a penalty of £50 was incurred by not making a proper return, and it was also provided, by section 29, that a person either commencing or ceasing to keep any subject of the duty should give notice to the assessors within twenty-one days. There was no penalty, however, attached to the not giving such notice, except the liability to be charged for subjects the keeping of which had been discontinued; and as, of course, the only use of the notice of beginning to keep the articles was to check the return which the person would have to make in the ensuing year, and no payment had immediately to be made upon them as is the case now. Such notices were in fact never given. The obligation to give the notice of keeping an additional horse or male servant, or of having purchased a ring with a crest engraved on it, and to pay the duty within twenty-one days of its being first incurred, which is now imposed under a somewhat severe penalty, is undoubtedly a new one. There is also another somewhat important omission from the provisions of the old Act. Under that, if a person had neglected to make a return, or had omitted any article from his return, he could not be prosecuted for the penalty, if he had been surcharged and paid the duty. There is no substitute for this. On the contrary, the law is made the same as it is with the dog licences under the Act of 1867. If the tax-collector suspects a person of keeping some article for which he has not a licence, he may go to him, persuade him to take out a licence, take his money, give him the licence, and then, by the help of the admission he has obtained, prosecute him for not having had the licence before. In such a case neither ignorance nor forgetfulness would be an excuse under the present statute, but the penalty of £20 would have been incurred. We have known such a case occur under the Act relating to dog licences. It is evident, therefore, that the public are somewhat at the mercy of the Commissioners of Inland Revenue and their officers. It is to be hoped that these powers will be used with discretion and justice: if they should not be, either in the particulars we have alluded to, and in some others, the Commissioners can, as it appears to us, only be controlled by the force of public opinion, the provisions in favour of the tax-payers appearing to be discretionary, while those against them are imperative.

It remains only to point out how the penalties are to be recovered, and—what is, perhaps, of more practical importance—how far the penalties may be mitigated. They are by section 18 to be governed by the law relating to excise penalties. The enactments as to these are principally contained in 7 & 8 Geo. 4, c. 53, which gave a jurisdiction within the limits of the chief office of excise in London to the Commissioners of Excise, and in all other cases to two magistrates. The proceeding in either case is by information. By the Act referred to an appeal lay from the Commissioners of Excise to certain commissioners of appeal, but by the 5 & 6 Vict. c. 20, the appeal was transferred to the Barons of the Exchequer. By 12 & 13 Vict. c. 1, the Boards of Excise and of Stamps and Taxes were consolidated, and thereby the powers of the Commissioners of Excise were conferred within the limits of the chief office of Inland Revenue in London upon the Commissioners of Inland Revenue. Finally, by 15 & 16 Vict. c. 61, a concurrent jurisdiction with the Commissioners within those limits was given to the metropolitan police magistrates. As the law stands, therefore, these penalties may be enforced upon information in London either before the Commissioners of Inland Revenue, with an appeal to the Barons of the Exchequer, or before a police magistrate, with an appeal to the Quarter Sessions; and in the country before two justices of the peace, with an appeal to Quarter Sessions. Hitherto the recovery of penalties in relation to assessed taxes has been governed by 43 Geo. 4, c. 99; the larger penalties being recoverable only by action or information at the suit of the Attorney-General, while others were recovered before commissioners, from whom an appeal lay to the Barons of the Exchequer on questions of surcharge, but on questions of surcharge only. With regard to the mitigation of the penalty the justices before whom a case is heard, or the Court of Quarter Sessions on appeal from them, may remit three-fourths of the penalty (by 7 & 8 Geo. 4, c. 53, s. 78), and the Commissioners of Inland Revenue may remit the whole. The Commissioners of Inland Revenue may also, by section 98, stay any prosecution for a penalty, and, by section 99, the Commissioners of the Treasury may also remit any penalty or mitigate it. It follows, therefore, that the Commissioners of Inland Revenue have ample powers to prevent any injustice being done, through mistakes caused by ignorance of the new system, and we trust that these will be exercised if occasion requires it.

COSTS OF APPEARANCE WHERE THE PARTY HAS NO INTEREST.

There are many points of procedure, small in themselves, but capable of giving rise to much inconvenience if the practice be not uniform and well understood. In such cases it may be a matter of real indifference *what* the practice is to be, so long as there *is* a uniform settled practice in all branches of the court. Some time ago (12 *Sol. Jour.* 628) we had occasion to notice a point of this kind in the question when a stop order should be applied for by petition, and when by summons in chambers; and we then disapproved of the conclusion of Vice-Chancellor Malins in *Wrench* v. *Wynne* (17 W. R. 198), not so much on its merits as from its disturbing, for no sufficient reason, what had long been accepted as a settled rule for the guidance of suitors.

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The question whether or no a person unnecessarily served with a petition or notice of motion, or a person rightly served but proving to have no interest, is entitled to his costs of appearance, may seem a small and unimportant one; and yet if on such a point there be no uniform rule, the doubt will necessarily cause a constant and vexatious inconvenience.

The point, too, is not without some reason as against a practice upon it which seems to have been adopted in one of our Chancery courts; and as there seems at present to be some difference in the various courts, we shall not be engrossing the practitioner's attention to no purpose if we detail the authorities.

In *Templeman* v. *Warrington* (3 Dec. 1819) (1 J. & W. 377n.), "the Master of the Rolls (Sir Thomas Plumer) refused costs to a party who appeared on a petition, following what his Honour understood from the registrars to have been the practice of the late Master of the Rolls" (Sir William Grant).

But in *Heneage* v. *Aikin* (May 1820) (1 J. & W. 377), a party served with a notice of motion and having no interest, appearing and asking for costs, and it being mentioned that there was a difference in the practice, the Master of the Rolls being in the habit of refusing the costs in such cases, Lord Eldon said:—

"If you serve the party with notice of motion, you cannot object to his appearing. Is he not entitled to be indemnified for the expense occasioned by his prudence in appearing in consequence of your notice?"

Again, in *Garey* v. *Whittingham* (1823), (T. & R. 405), Sir Thomas Plumer refused costs to a party without interest, who, on being served had appeared on a petition, saying—

"The rule is not of my making; when I first came to this seat I thought the point of so much importance that I consulted Sir Wm. Grant upon it; he informed me that in his time the rule was as I have stated"—(viz., not to give the costs); "a contrary practice would put the public to enormous and unnecessary expense."

In *Crawshay* v. *Thornton* (1837), (2 My. & Cr. 24), Lord Cottenham stated it to be now the settled practice of the Court, that when a petition was served upon unnecessary parties who appeared, they were entitled to their costs. He distinguished the case of a petition of appeal, and refused costs of appearance to a non-demurring defendant who had been served with a petition of appeal presented by another whose demurrer had been overruled by the Vice-Chancellor.

In *Bamford* v. *Watts* (1839), (2 Beav. 202), Lord Langdale, M.R., stated that since the time of Sir Thomas Plumer his practice had been abandoned, it being considered

"That where a party is served with a petition or notice of motion, he is not bound to take upon himself the responsibility of deciding whether his interest in the matter is such as to render it unnecessary for him to appear; instances had occurred where parties had been greatly prejudiced by their solicitors taking upon themselves that responsibility."

To the same effect are *Bruce* v. *Kinlock* (Lord Langdale, 1849), (11 Beav. 432), and *Rowley* v. *Adams* (Lord Romilly, 1852), (16 Beav. 312). The report of *Major* v. *Major* (1849), (11 Jur. 1), represents Lord Cottenham as there acting on a rule identical with Sir Thomas Plumer's, but, in *Bruce* v. *Kinlock*, Lord Langdale said he had ascertained from Lord Cottenham that he decided nothing of the kind.

In *Tabuteau* v. *Warburton* (Sugden. L. C. Ir. 1843), (4 Dr. & W. 267), the present Lord St. Leonards allowed the costs, observing that the party was not bound to take on himself the responsibility of deciding whether his interest was such as to render it unnecessary for him to appear.

It seems, therefore, to have become a settled rule to allow the costs. Since the increase in the number of Chancery judges there has been some uncertainty.

In *Re The Justices of Coventry*, (1854), (3 W. R. 141, 19 Beav. 160), on a petition for payment out of court, Lord Romilly said:—

"It is clear that —— have nothing to do with the matter. It is true, indeed, that the form of the account rendered it necessary to serve them, but there was no necessity for their appearing, and they are not entitled to their costs of appearance."

But, in *Re Copyhold Commissioners, Ex parte Queen's College, Oxford* (1857), (6 W. R. 9), where a fund was invested in the names of the Commissioners, who, however, had no interest, Vice-Chancellor Stuart said, upon their being served they must refer it to their solicitor to advise them whether the proposed mode of dealing was proper. Who was to pay them their costs so incurred, and how were they to get them unless they appeared and asked for them? The Vice-Chancellor also distinguished between a petition in a *matter* and a petition in a *cause*, because, in the latter case, each party has a solicitor in the cause. We do not, however, think that there is anything in this distinction. For instance, it may be necessary (as upon a sale in an administration suit) to serve a person who has no solicitor in the cause: the question, too, as Lord Cottenham and others above cited have put it, is, whether or not the party served is to consult his solicitor at his own expense.

The case of *Re Hertford Charity* (Lord St. Leonards, 1852), (19 Beav. 518n.), is vague, as it does not appear, from the notice of the case, whether or not the party whose costs were refused had been served. Another case of *Day* v. *Croft* (1854), (19 Beav. 518)—which Vice-Chancellor Wood is said to have reluctantly followed in a case which will presently be mentioned—decides still less. The report states that a petition in an administration suit, for exchange and inclosure of lands, had been served on residuary legatees who had no interest; they did not appear on the petition, but, on drawing up the order, asked for their costs. The report says that Lord Romilly refused their costs, and was confirmed in so doing by the Lords Justices. It is generally understood that a party served, by not appearing, waives his costs, so that this case is hardly an authority in point.

In *Barton* v. *Latour* (Lord Romilly), (18 Beav. 526), a purchaser had paid his purchase-money into court, and afterwards got his conveyance, having been served with, and appeared on, a petition for payment out of court. Lord Romilly said:—

"When a purchaser has not obtained a conveyance the fund in which he has an interest cannot be dealt with in his absence; but when he has got his conveyance he, no longer having any interest, should not appear, but should inform the petitioner that he has no claim on the fund. I can give the purchaser no costs."*

In *Re Birch's Will* (1856), (2 K. & J. 369), the assignees of an insolvent had petitioned for and obtained payment out of court of a legacy to which he had been entitled. He had been served with the petition, in consequence of an affidavit made by the trustees that he "was, or claimed to be, entitled by reason of his certificate." Vice-Chancellor Wood observed that this was clearly a groundless claim. His Honour said he should follow *Day* v. *Croft*, and *Re Hertford Charity* (*ubi sup.*), with some reluctance, as he had thought the reason assigned for the former practice a good one—viz., that the respondent ought to be repaid the expense which he had been put to by being unnecessarily served.

In *Ex parte Churchill, Re Griffiths* (1862), (1 N. R. 140), some creditors supported and some opposed a petition to discharge an order made by a registrar in bankruptcy. The official assignee appeared, consenting to the

* As to the costs of purchasers of estates sold in suits, where the purchase-money has been paid into court, Lord Romilly stated in *Noble* v. *Stow* (1861), (30 Beav. 273) that he considered the practice to be either to draw up the order for payment out, with the purchaser's consent, in which case he was entitled to his costs of appearance, or to draw it up on proper evidence that he had been served with notice, and had got his conveyance, in which case, according to *Barton* v. *Latour* (*supra*), he would not be entitled to his costs of appearance.

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prayer. Lord Westbury said that when the official assignee had no other duty to discharge than to say that he consented, it would be sufficient if he communicated his consent to the petitioner; he need not appear, and his costs would not be allowed.

Then, in *Haynes* v. *Barton* (1866), (14 W. R. 257), Vice Chancellor Kindersley said:—

"I hold that in every case where a petition is presented, a party served with that petition is entitled to appear and have his costs. Is a man who is served with a petition to consult his solicitor, and appear or not, at his own risk and expense? Most certainly not."

In a case of *Re O'Niel* (March 23, 1866), (unreported), in which a petition in lunacy, relative to the personal estate of a deceased lunatic, contained some unnecessary statements concerning realty and the heir-at-law, the Lords Justices directed the petition to be amended by striking out those statements; but they gave the heir, who had been served, his costs.

Finally, Vice-Chancellor Malins has recently announced that he shall adhere to the practice of giving the costs. In *Clark* v. *Simpson* (1868), (L. R. 6 Eq. 337), his Honour said:—

"Whatever may be the practice in other branches of the court it has always been my practice, and I shall continue to act upon it until I find it otherwise decided by higher authority, to allow a person who is served with a petition, and at the hearing claims no interest, his costs of appearance; I do not see why a person who is served is to judge whether or not he is necessarily served."

He then allowed ten guineas for costs.

Vice-Chancellor James has adopted the following rule, *Re Duggan's Trusts* (1869), (L. R. 8 Eq. 698):—

"If a petitioner, when he serves a petition, at the same offers the respondent forty shillings in order to enable him to get the advice of his solicitor as to whether he shall appear or not, and the respondent after that appears, the Court will consider whether such appearance be justified or not, and if it finds that it is not justified, will not order the petitioner to pay the costs of the respondent's appearance; otherwise it will."

At present, then, Vice-Chancellor Stuart allows the costs; Vice-Chancellor Malins, ditto; Vice-Chancellor James holds that a previous tender of forty shillings is sufficient; and the Master of the Rolls refuses the costs. We can conceive of no answer to the observation made by several judges, that the party served ought to be reimbursed the expense of advice as to whether he should appear or no: he certainly ought to have *some* costs; whether it be on Vice-Chancellor Malins' scale or that of Vice-Chancellor James is a comparatively unimportant matter, but it *is* important that some uniform rule should be adopted in all the four courts, and we heartily wish that the Master of the Rolls and the three Vice-Chancellors would agree on one.

RECENT DECISIONS.

EQUITY.

Bill to Recover for Breach of Duty.

Overend, Gurney, & Co. (Limited) v. *Gurney & Others.* 17 W. R. 1115.

If a shareholder can prove that the misrepresentation of the company induced him to become one, he is entitled to get himself removed from the register, either by motion or bill, provided, of course, that he begins before the company gets into liquidation. Further than this, if he can fix the directors with a *scienter*—with a guilty knowledge of the misrepresentation they made or sanctioned—he has a personal remedy in equity against them, and may, as in *Henderson* v. *Lacon* (16 W. R. 328), obtain a decree against *them* for repayment and costs. We imagine, however, that this personal relief against the directors could only be obtained as supplemental to a prayer for removal from the register; and that, if the company has already commenced winding-up, so that the duped shareholder is fixed as a contributory, he cannot succeed on a bill filed against the directors for indemnity and reimbursement, but must bring his action at common law.

In the present case the frame of the suit was very remarkable. The bill was filed by a company in liquidation against its directors, some of whom had been partners in a firm, whose business the company had been formed to buy and carry on. The proceedings in *Oakes* v. *Turquand* (15 W. R. 1201), have familiarized everyone with the word "misrepresentation" in connection with Overend, Gurney, & Co. (Limited); it is therefore especially necessary to observe that the present bill expressly disclaimed imputing fraud, and was not grounded in misrepresentation; but it alleged breach of duty and crass negligence in the manner in which the defendants had conducted the purchase of the business of the firm of Overend, Gurney, & Co., alleged that if the condition of that firm had been laid before a meeting of the company they never would have consented to buy its business, and claimed that the defendants ought to reimburse the company for the loss sustained by this undoubtedly bad bargain. Lord Hatherley laid down *in limine* a distinction which is acute and incontrovertible; that the relief, if the plaintiffs were entitled to any, could only go to the extent of the funds entrusted to the directors to make the purchase with (some £250,000), and not to all the subsequent liabilities entailed by the transaction. The relief prayed could be awarded only as for a breach of duty regarded as a breach of trust, and a trust implies a particular subject-matter to which the trust extends. As to the further loss—that is, the amount the company had had to pay over and abov their purchase-moneys,—the remedy, if any, was only at common law.

A bill for breach of duty, such as this, is, so far as the reports are concerned, without precedent; but the plaintiffs relied on an old case of *The Charitable Corporation* v. *Sutton* (1 Atk. 400), decided by Lord Hardwicke in 1742. The Charitable Corporation was, in point of fact, meant to be a benevolent pawnbroking society, intended to assist poor persons with loans on pledge. The committee-men did not keep up a certain system of checks on the officers of the society, and did not properly inspect cash balances or take stock of pledges, and, by these and other laxities, they afforded to certain of the company's officers powers which they abused by fraudulently lending the society's funds to themselves and others upon grossly-inadequate security. For this Lord Hardwicke decreed the committee-men to make good the loss, and ordered, moreover, the representatives of a deceased committee-man to be "examined as to the hand his principal had in the affair." It was contended that this decision had not been approved subsequently; the real fact is, that an analogous case has never arisen, and so the decision has scarcely ever been cited.

Vice-Chancellor Malins overruled a demurrer for want of equity, on the ground that he approved, and could not distinguish *Charitable Corporation* v. *Sutton*. And, indeed, we can see no reason for doubting the soundness of Lord Hardwicke's decision. Lord Hatherley, however, decided nothing as to this, but reversed the Vice-Chancellor on the facts. Considering that the company was formed to buy this very business, a business which was in its nature of a speculative character, he did not consider that the directors, having had a wide discretion entrusted to them, had been guiity of negligence amounting to a breach of trust. The gist of the decision is, that merely making a bad or imprudent bargain cannot be dealt with as a breach of trust on the part of directors; but there are *dicta* in the judgment respecting the duty of directors in such cases, which were unnecessary and in our humble opinion injudicious, as calculated to convey the idea that the judge went farther than he actually did go, in favour of the directors' position.

There is one other remark in the judgment which, though only a *dictum*, we must notice because it appears

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to us inaccurate. Speaking of the claim for indemnity *ultra* the £250,000, as one enforceable, if at all, only at law, Lord Hatherley says the consequence would be that the representatives of the deceased director could not be pursued either at law or in equity; certainly not in equity, for the tort would be personal. We think this *dictum* illustrates the small value of *obiter dicta*. No doubt if, in such a case, the party aggrieved chose to sue, in tort, the remedy would not survive against representatives. But we apprehend that, in such a case, the action would lie either in tort or contract, and that, if framed on the latter, it would be maintainable as against representatives.

OF THE RIGHT TO INTEREST IN CERTAIN CASES.

Re Kerr's Policy, V.C.J., 17 W. R. 989, L. R. 8 Eq. 331.

In deciding that an equitable mortgagee, who takes a security by deposit of title-deeds without written memorandum or stipulation as to interest of any kind, is entitled to 4 per cent. interest on his debt, the Vice-Chancellor followed a decision of the Right Hon. T. B. C. Smith, when Master of the Rolls in Ireland, in a similar case, where, however, the interest given was after the rate of 5 per cent. instead of 4.

In the case we refer to, *Carey* v. *Doyne* (5 Ir. Ch. Rep. 104), it was held that where deeds are deposited, by way of equitable mortgage, to secure a simple contract debt, the debt bears interest from the date of the deposit, and by reason of it, though there be no express contract that the debt shall bear interest.

These decisions appear, at first sight, to run counter to the common theory as to the payment of interest, which being, as the common count runs, for the forbearance of money due from A. to B., interest ought not to be claimed until demand, in the absence of express stipulation. Lord Eldon's views on this subject, as expressed by him in *Ex parte Haigh*, will be found in the judgment of the Master of the Rolls in Ireland in *Carey* v. *Doyne*. *Ex parte Haigh*, be it observed, as reported in 11 Ves. 43, contains no more than a denunciation by Lord Eldon of the rule that an equitable charge may be created by the mere deposit of title-deeds without any memorandum in writing, the Statute of Frauds notwithstanding. It is said in the *Anonymous case* (4 Taunt. 876) that interest was given on affirmance of a judgment upon an agreement to execute a mortgage, where it may be presumed that the agreement was silent as to interest. It is not stated what rate of interest was given. But in *Ashton* v. *Dalton* (2 Coll. 565) Sir J. L. Knight-Bruce, V.C., his Honour doubted whether the mere deposit of deeds without legal security would make a debt bear interest that was not of its nature interest-bearing. It was not, however, necessary to decide the point.

We may now regard the principle as settled, and the reason of it is simply this—that the imperfect form of mortgage created by the deposit of deeds without a written memorandum is capable of being perfected at the suit of the mortgagee. The deposit of title-deeds to secure a loan is to be regarded in equity as an agreement to execute a mortgage of the property comprised in the deed, with interest. This is the true view of a transaction which is now of every-day occurrence, and as to which it is now too late for anyone to lament, with Lord Eldon, that the provisions of the Statute of Frauds are evaded by a security being created without writing.

THE HABEAS CORPUS ACT.—According to Bishop Burnett, we are indebted to a "jest" for this highly-prized palladium of English liberty. To quote the bishop's words, he says:—"It was carried by an odd artifice in the House of Lords. Lord Grey and Lord Norris were named to be the tellers. Lord Norris, being a man subject to vapours, was not at all times attentive to what he was doing; so a very fat lord coming in, Lord Grey counted him for ten, as a jest at first, but seeing Lord Norris had not observed it, he went on with this mis-reckoning of ten, so that it was reported to the House, and declared that they who were for the bill were the majority, though it indeed went on the other side, and by this means the bill passed."

REVIEWS.

The Law of Limitation as to Real Property, including that of the Crown and the Duke of Cornwall. By WILLIAM BROWN, Barrister-at-Law. London: H. Sweet. 1869.

This book contains more than its title would lead the reader to expect. It deals not only with the Statutes of Limitation, properly so-called, but also with the Prescription Acts; and not content even with this wide field of labour the author introduces his subject with a long historical dissertation on the law of prescription in general. We must not be understood, however, as in any way blaming him for the course he has taken. On the contrary, he has greatly increased the value by increasing the bulk of his work. Mr. Brown will, we are sure, appreciate the high compliment we pay him, when we say that his method may be compared, and not unfavourably, with that of the late Mr. Best, in his celebrated treatise on the Law of Evidence. We find here the same mixture, which exists there, of principles and practice. The result will probably be that Mr. Brown's book will be found in the hands of students and jurists as well as in those of practising lawyers.

The difference between prescription and limitation has been frequently discussed, and is well described by the late Professor Bell in his treatise on Scotch Law. Limitation, he says, denies the *remedy* after the lapse of a certain time; prescription extinguishes the *claim* itself. Generally speaking this distinction is well founded, and may be illustrated by the fact that whilst a debt barred by the statute is nevertheless a debt still, and may furnish a good consideration for a subsequent promise to pay it, the non-exercise of a right by one man may give to another an absolute power of vetoing its exercise on any future occasion. But prescription and limitation are sufficiently allied to make it convenient to treat them together. Indeed, the latter, which is statute law, followed almost as a corollary on the existence of the former, and both are based upon the necessities of a highly civilized society. Nor, is there anything, as is often supposed, morally dishonest in a suitor availing himself of the law of prescription or limitation by way of defence. Mr. Brown in his section on the "object" of the law (pp. 7—23) has collected a number of judicial dicta on the subject. Pleading the Statute of Limitations, said Lord Holt in his trenchant way, is no disparagement to any body: and to the same effect Mr. Brown cites the opinions of such men as Garrow, Chief Justice Best, Chief Baron Richards, Lord Brougham, and Lord Cranworth. He might have added the names of many living judges, had he pleased, to his list, though, indeed, the policy of some law of peace is too obvious to want the support of great names. In the language of the old maxim "*interest reipublicæ ut sit finis litium.*"

The first portion of Mr. Brown's work is occupied with prescription (pp. 1—234), and the second with limitation (pp. 234—735), but the two subjects are treated in a very different manner. The latter, or "prescription by legislative enactment," does not furnish the same field for historical or juridical discussion as the former, and Mr. Brown could do no more than he has done, could do no more than give in a convenient and classified form the provisions of the various enactments and the decisions upon them. The two principal statutes are, we need hardly say, the Prescription Act (2 & 3 Will. 4, c. 71), and what is called *par excellence* "*the* Statute of Limitation" (3 & 4 Will. 4, c. 27), with regard to which it may be noted, in passing, that contrary to the usual policy of such statutes it bars the *right* as well as the remedy. In Mr. Brown's pages the reader will find a full and elaborate commentary on both these Acts of Parliament, together with others subsidiary to them. Commencing with an account of "the territorial operation of the laws, the subject of this book" (pp. 234—239), the writer proceeds to consider, 1st, the persons (pp. 239—315), and 2ndly, the things (pp. 316—407), affected by them. Then follow chapters (pp. 407—565) on the period of limitation and the circumstances under which it may be shortened, suspended, or extended. Next, the operation of the statutes on the expiration of the period of limitation is detailed and the effect of acknowledgment described (pp. 566—671). Two short chapters, one on interpretation (pp. 672—728) and the other on the effect of the statutes on questions between vendor and purchaser, conclude this division of the volume.

It remains to say a few words on the earlier part of Mr. Brown's labour. He has introduced his subject with an

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historical sketch of prescription in general and "possession," (pp. 1—134) in the technical sense of detention of property with the intention to keep it. He then proceeds to prescription proper (pp. 134—234), and "custom," as distinguished from prescription, topics which fill the interval between the introductory, and what we may call the main portion of the book. In this connection a great deal of valuable information is given respecting fisheries, and here as elsewhere the reader finds frequent reference to Irish, Scotch, and American, as well as to English cases. Indeed, in this wealth of reference to foreign authorities, Mr. Brown has struck out a path not often followed by English text-book writers, the vision of most of whom is bounded by the reports of domestic courts. Mr. Brown's comprehensive industry has resulted in the production of a manual of more than ordinary completeness We should add, in conclusion, that the work is supplied with an appendix, containing in full the principal statutes commented on, and also with an ample index.

Commentaries on the History of the City of London. By GEORGE NORTON. 3rd Ed. Revised. Longmans. 1869.

The history of the City of London is in no small degree the history of England. Although London does not occupy in England the same political position and importance as Paris occupies in France, it is still emphatically the capital city of Great Britain; more than that, it is the chief city in the world, if population and wealth be taken as the criterion of municipal importance. A metropolitan insurrection against the constituted authorities, if such an event were possible, would no doubt produce little or no effect in the provinces. The principles of local self-government are too strongly planted among us to admit of Liverpool or Bristol, for example, following the lead of London, simply for the reason that London happened to be the metropolis. Even the humblest provincial town would have been ashamed to emulate the serio-comic excesses of the Hyde-park rioters. London never has given, and it would seem, never seems destined to give the *mot d'ordre* to any great popular movement. In truth the energies of its vast population are too diverse to be intense. Petty or local causes are incapable of moving its emotion. Coventry may be agitated about the French Treaty, Manchester may be agitated about the prospects of a cotton supply, Lincolnshire about the protection which we are told on high authority fertilised its broad acres; London is to large for these isolated and merely local interests. It is pre-eminently metropolitical. We may smile, if we please, at the clumsy and antiquated pageantry of the civil authorities; but the fact remains that, in spite of superficial defects, there is nothing really mean or despicable about the past traditions or present position of the City of London.

The annals of so ancient and famous a corporation are sure to be well worth preserving, and we are glad, therefore, to welcome a new edition of Norton's Commentaries. And the corporation to whose public spirit we mainly owe the reprint deserve our thanks. The qualifications of the author are beyond dispute. At one time he occupied an official position in the City, as one of its common pleaders, which imposed upon him the necessary duty of learning something of its laws and customs. He did well in revealing to the general public the result of his investigations. The first and second editions of his book are long since out of print, but with the encouragement of the corporation, this third and revised edition has recently been issued. Everybody born within the sound of Bow bells has thus had placed within his reach some account of the famous old city to which he belongs.

The book is divided into two parts. The first gives an historical account of the City of London, from its foundation under the Romans down to the Reform Act of 1832. It appears to have attained, whilst the Roman legions still remained in the island, to a considerable degree of opulence and grandeur, but upon their retirement, it rapidly declined and shared the stormy vicissitudes which accompanied the contests for supremacy between the Saxons and Danes. Before long, however, it re-asserted its old importance, and at the hands of Alfred the Great "the true founder of the municipal laws and privileges of London" received the most prominent of those free customs and privileges as well as that peculiar internal polity which have always distinguished the city from the rest of the nation. The Norman conqueror, therefore, found London already the chief place in the island, and the citizens proved powerful enough to assert their exemption from the numerous burdens which accompanied the introduction of the feudal system. By the first charter of William, the King made known to "William the Bishop, and Godfrey the Portreve, and all the burghers" that it was his sovereign will they should be "law-worthy as in the days of King Edward," and law-worthy they have ever been since. Successive monarchs confirmed and extended the ancient municipal privileges and customs, and few indeed were the occasions on which these were interfered with. In the reign of Charles II., the court lawyers levied the most formidable blow on record at the liberties of London. The charters of the city were declared to be forfeited; and a passing victory was then won over the sturdy Englishmen, whose immediate predecessors had borne witness during the great rebellion against the exercise of arbitrary power, and between whom and the Court there was naturally no great sympathy. But ere many years had passed James II., by the hand of Jeffreys, once Recorder of London, restored the charter o the citizens. It was on the eve of his flight, and too late to revive the vanished loyalty of the city. Scarcely had the King departed when the Court of Aldermen met and made a solemn declaration in favour of the Prince of Orange. A speedy reward followed. By the 2 & 3 W. & M. sess. 1, c. 8, the whole proceedings connected with the forfeiture of the charters by Charles II., were declared illegal, and the mayor, commonalty, and citizens were re-instated in all their ancient, civil, and political rights. They have never been seriously molested since, and upon the whole it must be admitted they have deserved their privileges. I ever "the rude hand of reforming Legislature" is laid upon them, their patriotism and determined adherence to popular principles will doubtless be remembered in their favour. In a new organization of this huge metropolis, the corporation of London will certainly hold its own. No one will complain if, in the recollection of its long and often illustrious history, Parliament should determine to "be to its faults a little blind; and to its virtues very kind."

We have only to add that in the second part of this treatise there is a list of the various charters granted from time to time to the City with an abstract of their contents and a full explanatory commentary. We are glad to be able to commend the book to the favourable notice of all our readers and especially to those of them who are citizens of London.

A Pocket Digest of Stamp Duties and of Judicial Decisions thereon, with directions on Stamped Instruments, and an Appendix of Stamp Acts, Tables of Duties, &c. By THOS. B. VACHER. London: Vacher & Sons. Sixth Edition, with Addenda. Showing the alterations effected by Acts passed in 1866, 1867, 1868, and 1869.

The sixth edition of Messrs. Vacher's handy little book was published in 1865, since when many Acts have been passed, effecting alterations in the subject matter. Messrs. Vacher have accordingly reprinted their sixth edition, with an *addendum* comprising an alphabetical digest of the statutory alterations, and the list of the statutes by which they have been effected.

The work itself is a useful little companion; it contains complete information on all the stamps and duties with a digest of decisions; and a reprint with a digest of subsequent enactments is useful. It is, however, to be regretted that Messrs. Vacher did not while they were about it, post up their work in the new decisions as well as the new enactments. Since 1865 there have been many decisions of more or less importance, and to add the enactments and omit the decisions is only to half post up the work. We hope a fresh edition will be issued with the cases noted up. Another advantage of the book is that it is of a size to slip conveniently into the pocket.

THE LAW'S DELAYS.—The longest law suit of which we have any authentic record is one that lasted no less than a hundred and twenty years. It was between the heirs of Lord Lisle and the heirs of Lord Berkeley, respecting some property near Wotton-under-Edge, in the county of Gloucester. Having commenced in the reign of Edward IV., it was still pending in the commencement of the reign of James I., and was then only terminated by a compromise. Another chancery suit, commenced in 1749, and terminated in 1760, the amount in dispute being £2 2s. 1d. This was referred to arbitration, the referees decided that the plaintiff had no right to file his bill, and ordered him to pay a thousand guineas costs.

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COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Dec. 10.—*Re W. R. and H. A. Gregg, Solicitors.*

This was a motion on behalf of Messrs. Gregg, solicitors, of Kirkby Lonsdale, to discharge an attachment taken out to compel them to obey an order to tax their bill of costs which had been obtained in June last by Mr. Vaughan Prance, the solicitor on behalf of a Mr. Procter. The notice of motion sought to fix Mr. Vaughan Prance personally with the costs of the application.

Messrs. Gregg had been for many years, prior to June, 1869, the solicitors of Mr. Procter, an elderly gentleman of infirm health, whose affairs had been for the most part managed by his nephew, Mr. Gilbert Procter, under a power of attorney. There appeared to have been some contest in the family with reference to the management of the affairs of Mr. Procter, and the result was that in June last Mr. Gilbert Procter's power to act for his uncle was revoked, and Mr. Prance was substituted for Messrs. Gregg as the solicitor for Mr. Procter. Mr. Prance applied to Messrs. Gregg for his new client's papers and for their bill. They gave him no immediate answer, but sent to Mr. Gilbert Procter, whom they still treated as having authority to act for his uncle, their bill of costs, and a cheque for the balance due to Mr. Procter after deducting the amount of their bill, and a week afterwards wrote to Mr. Prance, simply stating that they had no money belonging to Mr. Procter in their hands, and that nothing was due to them. Mr. Prance thereupon obtained, on behalf of his client, the common order to tax Messrs. Gregg's bill of costs, to which Messrs. Gregg paid no attention, and an attachment consequently issued, to set aside which, on the ground of irregularity in several respects, was the object of the present motion.

Jessel, Q.C., *Lopes* Q.C., and *M. Ingle Joyce*, for Messrs. Gregg.

Roxburgh, Q.C., and *J. T. Prior*, for Mr. Prance.

Southgate, Q.C., and *Freeling*, for Mr. Procter.

Lord ROMILLY, M.R., remarked on the fact of the notice of motion demanding that Mr. Prance might pay the costs of the application, and observed that in every reported case where the Court had made a solicitor pay the costs of such a proceeding he had been proved to be guilty of misconduct in the matter sought to be set aside. Mr. Prance was asked to pay the costs of setting aside the attachment, not because he had done anything fraudulent or wrong connected with the attachment, but because he, many years ago, and in other matters, was alleged to have misconducted himself. A more irregular application his Lordship never saw, and the motion, so far as it sought that Mr. Prance might personally be liable to pay the costs, must be dismissed with costs.

It was objected that the attachment was bad, because it was taken out after notice given by the Messrs. Gregg that they had no bill of costs, and no moneys of their client in their hands. But Messrs. Gregg ought to have inferred that Mr. Gilbert Procter had no longer authority to act for his uncle, and, at all events, they ought to have known that their bill was liable to be taxed, even though a special application might become necessary for the purpose. Messrs. Gregg had gone into a great deal of evidence, in order to justify the course they had taken by showing that Mr. Procter was incapable of managing his own affairs. But, even if this were true, it was not for them to become partisans, but they ought to have been ready at any time to hand over the papers and account to his proper representative. The delivery of the bill of costs to Mr. Gilbert Procter and the payment of the money to him did not exonerate them from the necessity of complying with the order. All the objections taken against the regularity of the attachment, in his opinion failed. He could not allow a solicitor to say, in resistance to the order to tax his bill that he had, since the bill and the papers were applied for, delivered both to another person, who under an instrument of older date had authority from the client to receive and settle the bill and the cash account—*a fortiori* when the solicitor was purposely told that the client had given authority to another person for both purposes. It would be for the taxing-master in the first instance, to determine whether the payment to Mr. Gilbert Procter of the balance due to his uncle was a good discharge to Messrs. Gregg under the circumstances, and as to that his Lordship would offer no opinion. The present application was both erroneous and improper—erroneous in bringing forward a series of frivolous objections to the attachment, and improper in making an attack on Mr. Prance's former life and conduct, wholly apart from the matter of the attachment. The motion, therefore, would be refused with costs; and on the applicants undertaking without prejudice to their right to appeal to deliver their bill of costs within ten days, proceedings under the attachment would be stayed until further order.

Solicitors for Messrs. Gregg, *Gregory, Rowcliffes, & Rawle.*

Solicitor for Mr. Prance, *S. Chidley.*

Solicitor for Mr. Procter, *Prance.*

Dec. 13.—*Gilliatt* v. *Gilliatt.*

Sale of Land by Auction Act, 1867—*Employment of puffer*—*Reserved price.*

Land was offered for sale by auction, subject to a reserved price, but a right to bid was not reserved.

Held, that the employment of a person to bid on the seller's behalf vitiated the sale.

This was an adjourned summons. The facts were that an estate in Sussex was offered for sale by auction by Messrs. Norton, Trist, Watney, & Co., under an order of the Court, under conditions of sale, the second of which stated that the sale was subject to a reserved bidding, which had been fixed by the judge to whose court the cause was attached; but no right to bid was reserved on behalf of the sellers, who were trustees. The estate was knocked down to a Mr. Bridges for £29,000. Mr. Bridges afterwards discovered that a puffer had been employed on the seller's behalf, and, accordingly, took out the present summons to set aside the sale.

The Sales of Land by Auction Act, 1867, section 5, provides that the conditions of sale by auction of any land shall state whether such land will be sold without reserve, or subject to a reserved price, or whether a right to bid is reserved. "If it is stated that such land will be sold without reserve, or to that effect, then it shall not be lawful for the seller to employ any person to bid at such sale, or for the auctioneer to take knowingly any bidding from any such person.

It was in evidence that one puffer had been employed on behalf of the vendors, who bid upon himself, and made in all four biddings, but did not bid up to the reserved price.

Jessel, Q.C., and *Whitehorne*, in support of the summons.

Sir Richard Baggallay, Q.C., and *Langworthy*, for the vendors, submitted that the employment of the puffer was immaterial, inasmuch as he did not bid up to the reserved price. *Mortimer* v. *Bell*, 14 W. R. 68, was referred to.

Lord ROMILLY, M.R.—The meaning of the Act is clear, that in every case of a sale of land by auction the vendor must state in the condition of sale whether there is a reserved price, and if he mean to employ a puffer, he must say that a right to bid is reserved. This has not been done in the present case; the sale must therefore be set aside, and the deposit returned, with interest at four per cent.

Solicitors, *Bridges & Co.; Young, Maples, Teesdale, & Nelson.*

COUNTY COURTS.

MANCHESTER.

(Before J. A. RUSSELL, Q.C., Judge.)

Dec. 11.—*The County Court and Imprisonment for Debt.*

Mr. RUSSELL, on taking his seat in court, said he felt it his duty to make a statement respecting the granting of judgment summonses. As the law would, after the 1st of January, be materially altered on that subject, he thought it right to give public notice of the alteration, and at the same time to state the manner in which he intended to administer the law which would then come into force. The jurisdiction of that court upon judgment summonses had hitherto been exercised under the original County Court Act, amended by subsequent Acts. He believed that very considerable laxity had been allowed in the administration of the Act in question. Whether that laxity had gone beyond what the Legislature intended, or not, he was not prepared to say, and with regard to the policy of the Act, of course he made no observations. His business was to administer the law, and not to make any observations as to its policy. However, in his view, very great laxity had been allowed in the administration of the Act; but finding

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the system in force when he took his seat in that court as judge, he felt bound to administer the law as it had hitherto been administered. He endeavoured to some extent to modify it, but of course he could not, in justice to the suitors of that court, make any radical change. That radical change had, however, been made by the Legislature by the Debtors Act of 1869, which was passed last session, and which, as he had said, would come into force on the 1st January next. The provisions of this Act, so far as they related to the present subject, were these. [His Honour read the first part of section 5 of 32 & 33 Vict. c. 62.] Contrasting the language of that Act with the language of the original Act, he had come very strongly to the conclusion that whereas, under the original Act it might have been the intention of the Legislature that direct proof should not be required of the means of the debtor in order to entitle the judge to make an order for commitment, by the new Act such direct proof was required, and that made, according to his mind, a cardinal difference intended to be brought about by this statute in comparison with the one which was now in force, but which would expire at the end of the year. Having, after very mature consideration, come to that conclusion, he had felt it his duty to lay down certain rules for the guidance of suitors on this subject, which he would mention. He gave notice, therefore, that after the 1st of January no order or commitment would be made in that Court except under one or other of the three following circumstances:—

1st. Proof by the oath of some one who can speak of his own knowledge as to the defendant's means; or, 2nd, proof by the oath of some one who himself has made personal inquiry as to the defendant's means at the place where and of the person by whom the defendant is employed, or of his manager or book-keeper. 3rd. Or by the production on oath of books or documents showing what are the defendant's means.

Now, unless one or other of those conditions was complied with, he should in no case grant an order for commitment, for unless he acted upon those rules he should not, he believed, be interpreting the statute according to its effect, nor giving that protection to the defendant which the law, as laid down in the new statute, intended.

APPOINTMENTS.

Mr. Henry J. Sumner Maine, LL.D., late Legal Member of the Council of India, has been elected to fill the new Professorship of Jurisprudence in the University of Oxford. Mr. Maine was educated at Pembroke College, Cambridge, where he graduated B.A. in 1844. His academical career had been very distinguished, the following being a list of the various honours he carried off:—Chancellor's English Medal, 1842; Brown's Medal, Latin ode, 1842; Camden Medal, 1842; Craven University Scholarship, 1843; and Latin ode and epigram, 1843. He was a senior optime in the mathematical tripos of his year (the senior wrangler of the year being Mr. Hemming, now of the Chancery Bar), and was likewise senior classic and first Chancellor's Medallist. After his degree he became one of the tutors of Trinity Hall, and was also appointed Regius Professor of Civil Law. He afterwards studied law at Lincoln's-inn and the Middle Temple. He received the degree of barrister-at-law in June, 1850, and was subsequently appointed Reader on Jurisprudence and the Civil Law to the Hon. Society of the Middle Temple. On the death of Mr. William Ritchie, formerly Advocate-General of Bengal, in 1862, he was selected to succeed that gentleman as Legal Member of the Supreme Council of India, and such was the appreciation of his eminent services in that capacity, that he was re-appointed for a second term of office, and returned to India in February, 1868. He is succeeded in the Council of India, as we announced some months ago, by Mr. Fitzjames Stephen, Q.C.

Mr. J. F. Marsden has been appointed to officiate as Professor of English Law in the Presidency College, Madras, during the absence on leave of Mr. J. H. A. Branson, barrister-at-law.

Mr. Francis William Jones, solicitor, of Gloucester, has been elected Clerk of the Peace for that city, in the room of Mr. Charles Smalbridge, deceased. Mr. Jones is a son of Mr. Anthony Gilbert Jones, a solicitor of old standing in Gloucester. The town council of that city have fixed the salary of the new clerk of the peace at £84 per annum, and have resolved that he shall account to the Borough Fund for all fees payable by virtue of his office in respect of business done at the quarter sessions, and also in respect of the Criminal Justice and Juvenile Offenders' Acts; retaining all other fees for his own benefit.

Mr. B. Campbell, solicitor, of Warwick, has been appointed Clerk to the County Magistrates of that district, in the room of the late Mr. F. Tibbits.

Mr. Frederick Greatrex, solicitor, of Stafford, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

The Jurisdiction of the County Courts.

Sir,—The Judicature Commissioners have very recently transmitted to the judges of the county courts a long series of questions, and, as many of them involve matters of great importance to the due administration of justice, it is obviously desirable that they should be fully "ventilated" in all professional circles. With the view, therefore, of attracting towards these queries the largest amount of attention, I purpose, with your permission, to print them by *weekly instalments* in your columns, appending to those of the greatest interest the answers which I consider they ought to receive. The first three questions are as follows:—

"1. Is it in your opinion desirable to increase or lessen the jurisdiction of the county courts, and if so, to what extent?

"2. Should the limit of jurisdiction be a pecuniary one? If so, is there any reason why the limit should be fixed in equity, admiralty, and common law proceedings respectively, at £500, £300, and £50?

"3. Ought the superior courts to retain a concurrent jurisdiction with the county courts, or ought the county courts to have exclusive jurisdiction up to any and what fixed amount?"

No one can read these few lines without perceiving that the learned Commissioners are but little satisfied with the law as it exists, and there is something almost grotesque in their grave demand of a *reason*, why the limit of jurisdiction in the county courts should be fixed at a scale ten times higher in equity, and six times higher in admiralty, than at common law. But, in fact, this question, striking as it is, gives only a faint and most imperfect idea of the anomalies which actually prevail in practice. First, let us consider the matter with respect to common law proceedings alone. Over all claims founded on contract, other than for breach of promise of marriage, the county court has original and exclusive jurisdiction up to £20, and concurrent jurisdiction up to £50 (see and compare 9 & 10 Vict. c. 95, s. 58; 13 & 14 Vict. c. 61, s. 1; and 30 & 31 Vict. c. 142, s. 5), and, under certain circumstances, the judges at Westminster may transmit to the county courts any action of contract, provided the claim does not exceed the latter amount. (See 19 & 20 Vict. c. 108, s. 26; and 30 & 31 Vict. c. 142, s. 7.) If the claim, however, be founded on tort, the law is very different, for not only is the county court deprived of all original jurisdiction over actions for malicious prosecution, libel, slander, and seduction (see 9 & 10 Vict. c. 95, s. 58), but in every other action of tort the exclusive jurisdiction is limited to £10, being just one-half of the sum which forms the limit in actions on contract. (See 30 & 31 Vict. c. 142, s. 5.) It is true that the original concurrent jurisdiction of the county courts is fixed at £50 in actions of tort as well as in actions on contract (see 9 & 10 Vict. c. 95, s. 58, and 13 & 14 Vict. c. 61, s. 1); but here comes the astounding distinction between the two forms of action; for, while the superior courts have no power to send to the county courts any action of contract where the claim exceeds £50, they may, in certain events, transmit to the inferior tribunal any action of tort, including those forms of action which cannot originally be brought in the county court at all, and this too, whatever be the amount sought to be recovered,

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and however complex the facts or uncertain the law may chance to be. (See 30 & 31 Vict. c. 142, s. 10.) I myself, under this enactment, have had to dispose of one case, where the damage sought to be recovered amounted to £1,000, while in another for £700, I had to examine some fifteen or twenty witnesses on either side; and in several other cases where the damages were laid for large amounts, the matters in dispute involved as difficult questions, both of law and of fact, as could well arise in a trial at Nisi Prius.

It certainly, then, is a wondrous law which prohibits a tradesman from "*county courting*" his refractory customer in the event of his bill exceeding the magic sum of £50, and which yet permits a superior judge to send for trial in a county court a claim of several hundreds or even thousands of pounds, brought, it may be, by a man who has been permanently injured by a railway collision, or who contends that his character has been blasted by a libel or a malicious prosecution. A judge, too, whom the Legislature regards as incompetent to decide whether a young lady is entitled to a salary of £60 as a nursery governess, is supposed, in the eye of the law, to have ample faculties for determining whether the lady's father has any right to demand £1,000 on a legal quibble of loss of service in the event of his daughter's seduction.

Next, if we turn to the contrast afforded by the £500, and the £300 to which the learned Commissioners have drawn attention as being the respective limits of county court jurisdiction in equity and admiralty proceedings, we shall find that this contrast is far less remarkable than it might have been made, if all the real facts had been brought under notice. No doubt, it is difficult to imagine that any sensible reason could be given for the selection of these two widely different figures, and the case becomes the more hopeless when the £50 limit in most cases of commou law is also brought into the comparison. Still, these anomalies shrink into insignificance when placed side by side with what I am now going to mention, and that is, that while in equity every suitor, up to £500, has the option of having recourse either to the superior or to the inferior court, the jurisdiction of the county court being simply *concurrent*—at least, so far as the statute law is concerned (see 28 & 29 Vict. c. 99, and *Simons* v. *McAdam*, L. R, 6 Eq. 324, per Malins, V.C.)—in admiralty proceedings that jurisdiction, when it exist at all, is rendered practically *exclusive* by the Act itself. (See 31 & 32 Vict. c. 71, s. 6.) The suitor indeed *may* proceed in the High Court of Admiralty, but only at the imminent risk of losing all costs, if he does not recover a sum exceeding the amount to which the county court jurisdiction is limited. The real contrast, therefore, as between proceedings in admiralty and at common law is measured by the respective figures of £1,000, £300, and £150, in the one case, and £20 or £10 in the other. I have given the three sums of £1,000, £300, and £150, because it is not strictly accurate to state, with the learned Commissioners, that £300 is the limit in admiralty jurisdiction. That is the sum named in the statute when the claim is for damage to cargo, or for damage by collision, but for some inscrutable cause, the limit is fixed at £150, if the claim be for towage, necessaries, or wages, while a claim for salvage must be brought in the county court, if either the amount claimed does not exceed £300, *or* the value of the property saved does not exceed £1,000. What renders this enactment the less defensible is, that in several of the instances mentioned in the Act, as for example, in cases of collision, the complainant has the option of proceeding either at common law or under the maritime law. If he adopts the former course he *cannot* sue in the county court should the claim exceed £50, but if the latter, he *must* sue there unless his claim exceeds £300. The judge who is deemed incompetent to try the question on the one side of his court, is considered the only competent judge to try it on the other side.

To complete the picture of county court jurisdiction it is only necessary to mention what seems to have escaped the notice of the Commissioners, that under Sir Robert Collier's Act of last session the county courts, except in the metropolis, have *exclusive* and *unlimited* jurisdiction in bankruptcy, within their respective districts (see 32 & 33 Vict. c. 77, s. 59); and that while litigants may, by a written memorandum, confer jurisdiction to any extent on a county court judge, provided the proceedings be governed by the common and maritime law (see 19 & 20 Vict. c. 108, s. 23, and 31 & 32 Vict. c. 71, s. 3, r. 4), no such powers are intrusted to disputants where the controversy must be governed by equity.

In my next letter I shall attempt to point out what remedies should be applied to this discreditable state of the law; and, in the meanwhile, hoping that what I have here written may bear fruit by attracting attention to the subject,

I remain, yours faithfully,
A METROPOLITAN COUNTY COURT JUDGE.

THE MIDDLE TEMPLE LIBRARY.

Sir,—May I be permitted, through your columns, to call attention to an abuse which seems to me to call for redress. I am a barrister belonging to the Middle Temple, and as such occasionally make use of the library belonging to that Inn. I had occasion the other day to ask for "Cole on Ejectment," and was informed that one of the benchers had it out of the library. This is really, in my humble judgment, too bad. A rare work, or one which does not usually form part of a private library, perhaps, a bencher ought to be entitled to take away; but an ordinary and well-known manual or text-book a man of a bencher's position at the Bar ought to have in his own library. It is obvious that a young man starting in the profession may not be able to afford to get all the best treatises on a given subject, and may fairly have occasion to supplement his scanty library by recourse to the general library of the Inn. But it seems to me conduct that can only be characterized as "shabby" on the part of a bencher to take away text-books from the library, and so prevent their use by those who may be excused for not possessing them, because he is too stingy to buy the latest editions for himself. If he wishes to spare his pocket he should not be above coming to the library and taking his chance with the other members of the Inn. But the custom which entitles benchers to take out books savours only too much of their general tendency to look on themselves as a body existing and holding revenues and profits principally for their own benefit, and not in a fiduciary character for the purposes of a great public trust. A MIDDLE TEMPLAR.

OBITUARY.

MR. N. BASEVI.

The death of Mr. Nathaniel Basevi, barrister-at-law, took place at Torquay on the 9th December, in the seventy-seventh year of his ago. The late Mr. Basevi was educated at Balliol College, Oxford, and was called to the bar at Lincoln's-inn in March, 1819. He formerly practised as a conveyancer, but for some years past he had relinquished the duties of his profession.

MR. J. R. ROSE.

We have to record the death of Mr. John Randolph Rose, of Stoke-upon-Trent, who had for about thirty years filled the office of Chief Clerk in the Stipendiary Magistrate's Court of the Potteries district. Mr. Rose expired on the 7th of December, at Ventnor, in the Isle of Wight, whither he had gone for the benefit of his health. In 1839, on the passing of the Potteries' Stipendiary Justice Act, Mr. T. B. Rose, brother of the deceased gentleman, was appointed the first magistrate of the new district, and Mr. J. R. Rose received the appointment of Chief Clerk in August of the same year. The clerk's salary was originally £250 a year, but in consequence of his increasing duties it was eventually raised to £350 per annum. Mr. J. E. Davis, the present stipendiary magistrate, re-appointed Mr. Rose to the chief-clerkship on his accession to the office. On the day following Mr. Rose's death, Mr. Davis, at the Longton

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Police Court, made a feeling allusion to the deceased gentleman, and paid a tribute to his unfailing courtesy and even temper. Mr. D. S. Sutton, solicitor, said he most cordially endorsed the remarks which Mr. Davis had so feelingly made. As a practitioner in the Potteries' Courts for fifteen years, and having had acquaintance with Mr. Rose from the time of his taking office, he had much pleasure in testifying to the unvarying kindness and ability of Mr. Rose, which was acknowledged and appreciated by every member of the profession practising in the courts. Mr. Rose was also clerk to several bodies of county magistrates in the district.

MR. GEORGE LAWTON.

The career of this venerable gentleman, a proctor of the ecclesiastical courts of York, deserves more than a passing notice at our hands. Mr. Lawton expired at Nunthorpe, on the first of December, having attained the mature age of ninety years. As a member of the York ecclesiastical courts, he had served under five successive archbishops—Markham, Harcourt, Musgrave, Longley, and Thompson—and had probably been engaged in most of the ecclesiastical causes decided within that province during the present century. Mr. Lawton was the author of several works bearing on his branch of the legal profession. In 1823 he wrote and published, "The Marriage Act, arranged with Notes," a second edition appearing in the followiug year. He was also the author of "A Treatise on Bona Notabilia, with an Account of the Archiepiscopal Courts of Probate within the Province of York, and of the Peculiar Courts of Probate," which appeared in 1825; and in 1853 he wrote an account of the Religious Houses of Yorkshire. His greatest work, however, was entitled "Collectio Rerum Ecclesiasticarum de Diocesi Eboracensi," a work of great industry and research, and of which the then Archbishop (Howley) of Canterbury, wrote in the highest terms. For nearly thirty years past it has been a standard work of reference with respect to the churches and chapels in the dioceses of York and Ripon. In his earlier years Mr. Lawton was an active supporter of the religious societies of York, and was one of the oldest members of the Yorkshire Philosophical Society, which was mainly brought into existence through his exertions.

THE BREHON LAW OF IRELAND.

On the 6th ult., Mr. J. B. Falconer, A.B., delivered an address on this subject before this Dublin Law Students Society. We extract the following:—

From the Brehon Laws, we are able to form a correct notion of the state of society in Ireland from a very early period to the arrival of the first Norman settlers in the country. The state of society was patriarchal, and chiefly pastoral. The feeling of the unity of the family or tribe was paramount, and the interests of the individual were still in abeyance. We have no reason, however, to suspect that the power of the head of the family in Ireland ever rose to such a pitch as the *Patria Potestas* of the Romans. The Irish rather resembled the Israelites of old in their institutions. By what may by analogy be called the common law of our Celtic forefathers, the land belonging to each sept was divided into common pasture lands, common tillage lands, private demesne lands, and the demesne lands of the tribe. Each member of the sept had the right of pasture for his cattle upon the common pasture lands. The share he received of the common tillage lands depended upon the number of cattle he possessed. Perhaps the strangest of their institutions to modern eyes is this fact, that annually the common tillage lands were redistributed, by hotch-potch, as it was called, to each member of the sept, in proportion to the number of his cattle.* This peculiarity, however, will be intelligible if we recollect that the members of the tribe were all presumably of one family, that the interests of the tribe were considered paramount, those of the ordinary individual member quite subordinate. The demesne lands of the tribe were assigned for the support of the chief, the chief-elect of Tanist, the Brehons or judges, and the bards and doctors. The sept at large then possessed the indefeasible property in all the lands occupied by it, or as is technically called, the allodial property. Nor were they liable to be ejected from their lands, for the chief took as his tribute only a tithe of the increase of the cattle, which he was bound himself to levy at certain seasons. In the demesne lands of the tribe, however, the chief, the Tanist, the Brehon, the bard, and the doctor, had life interests, of which the reversion lay to their successors, who were usually members of their own family. The chief was usually elected before the death of his predecessor, and usually belonged to the same family. The rule was that the eldest of the candidates, if not incapacitated by age, should have the preference, the brother being commonly chosen instead of the son, and the son rather than the nephew. His revenue arose from the tithe of the increase of the flocks, and from the proceeds of his demesne lands. He had also certain rights of entertainment for himself and household, at stated times, in the houses of his tenants. These rights were sometes commuted for an equivalent in tribute, but enough was claimed to bring into disrepute these great Irish exactions as they were called, of Coyne, Livery, and Bonaght. The land owners below the rank of chieftain held their lands by a peculiar tenure. On the decease of a proprietor, instead of an equal partition among his children, as in the gavelkind of English law, the chief of the sept, according to the generally received explanation, made, or was entitled to make, a fresh division of all the lands within his district, allotting to the heirs of the deceased a portion of the integral territory along with the other members of the tribe. As to what we may call the statute law of the old Irish nation, it is not certain whether the enactments were decreed by a general assembly, or by the local chiefs independently. The manuscripts which we have of them profess to be but transcripts and collections, and continually refer to similar compilations of older date. The law relating to crimes was similar to that in use amongst other ancient nations; it was indeed an improvement on that law which commanded that an eye should be given for an eye, and a tooth for a tooth. It is not disputed that the *lex talionis* did at one time time hold in Ireland, but we are informed that Feidhlimedh Reachtonhar, surnamed the Law Giver, in the second century, altered that into a system of punishment by fine. Certain heinous crimes, such as murder, still remained punishable by death, as they are even now. Lesser offences, however, were punished by the Brehon laws, with fines strictly proportioned to their enormity. This fine was called an *eric*, and the same term was used for rents, &c. These fines, as I have said, varied in proportion to the offence, but in Ireland, they also increased in proportion to the rank of the wrong-doer.

We have, unfortunately, no means of ascertaining exactly when these Brehon Laws were first established in Ireland, but it is conjectured from internal evidence that they were in use at least so early as 100 B.C.; the version however of them which we possess is not nearly so old. The date of the institution of the *Seanchas Mor*, to which I have referred, is settled at 440 A.D. It is certain, however, that the code of Brehon Laws in use since the beginning of the fifth century was revised by Saint Patrick, to whom, therefore, we owe our gratitude, as well for introducing the blessing of Christianity into this island, as for improving its laws. Concerning this revisal we are told that "whatever did not clash with the Word of God, in the written law, and in the New Testament, and in the consciences of men, was confirmed in the laws of the Brehons by Patrick." It is remarkable that a similar purification of the Roman civil law had taken place shortly before under Theodosius, Emperor of the East, and Valentinian, Emperor of the West. St. Augustine is said to have performed the same service, about 597 A.D. for the Saxon laws, in the reign of King Ethelbert, when his tribe became Christians. These Brehon Laws were nominally supplanted by the Feudal Laws, in 1172, when some of the Irish chieftains and the Norman settlers took the oath of allegiance to Henry II., and agreed to hold their lands of him by feudal tenure. It was not likely, however, that a code of laws which had penetrated the whole social system of a country, and to which the natives were attached, could be removed from its supremacy over their minds and actions by the mere desire of a foreign king, especially as the power of the latter was never sufficiently strong in the country to uphold his own authority, even over his born subjects; so we find for many centuries there was a continual collision between the two systems. Within the Pale the feudal system obtained, beyond it the Brehon laws; while on the borders the unfortunate inhabitants suffered from the worst features of both. Into

* This is somewhat analogous to the re-distribution of Lammas lands or Dole meads, as they are variously called, which takes place in some localities in England.—Ed. S. J.

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the history of this conflict I shall not enter, for obvious reasons; suffice it to say, that down to the seventeenth century statutes innumerable were passed in vain to compel obedience to the English laws. By some of these a practical illustration of the doctrine of "killing no murder" was given. As Henry II. had stipulated with the inhabitants of this country to allow them to use their own laws the Irish were consequently held to be beyond the pale of justice; they were regarded as aliens, at the best, sometimes as enemies, by the English courts; so that it was not deemed felony to kill one of the Irish race, unless he had conformed to the English law. Five septs to which the royal families of Ireland belonged—the O'Neals, O'Connors, O'Briens, O'Mcloghlins, and MacMurroughs—however, had the special immunity of being within the protection of the law, and it was felony to kill one of them. We find in Hallam that these slight inconveniences were so much felt, that in 1278 some small number of septs dwelling among the Norman colony applied to be admitted to live by their law, and offered 8,000 marks for the favour. The letter of Edward I. to the justiciary in Ireland on this is characteristic of his wisdom and his rapaciousness. He is satisfied of the expediency of granting the request, provided it can be done with the consent of the prelates and nobles in Ireland, and directs the justiciary, if he can obtain that concurrence, to agree with the petitioners for the highest fine he can obtain, and for a body of good and stout soldiers. But this consent of the aristocracy was withheld. Excuses were made to evade the king's desire. It was wholly incompatible with their systematic encroachments on their Irish neighbours to give them the safeguard of the king's writ for their possessions. The Irish renewed their application more than once, both to Edward I and Edward III. They found the same readiness in the English court; they sank at home through the same unconquerable oligarchy. On the other hand we find that the Norman barons who had been longest in Ireland, and who had most communication with the Irish, cast off their old associations, and adopted the laws and customs of Ireland. They, in fact, acted so that they were said to be more Irish than the Irish themselves, and were styled by the uncomplimentary name of "degenerate English." We are told they intermarried with the Irish; they connected themselves with them by the national custom of fostering, which formed an artificial relationship of the strongest nature; they spoke the Irish language; they administered Irish laws; they became chieftains rather than peers: and neither regarded the king's summons to his Parliament, nor paid any obedience to his judges. To prevent this conformity to the Irish people many laws were passed, the most celebrated of which is the Statute of Kilkenny. Not a vestige of these Brehon laws remains now in the system in force in Ireland, but I think it will be apparent that a diligent study of them will explain many seemingly incomprehensible facts in the state of our country. No system of laws could hold sway over a nation for sixteen hundred years without leaving its traces on the memories of that nation for generations after it had ceased to be employed. This was especially likely to be the case with a people such as the Irish, who were debarred from much communication with the outer world, and, thus thrown back on their national traditions, became from their misfortunes naturally *laudatores temporis acti*. As I have already said, the main distinctive feature of the Brehon laws was the fact that the land was held to be possessed by the tribe in common, and not by separate individual proprietors. It was this circumstance of the right to the land which was the direst cause of war between the Irish people and the Norman and English colonists. It is this question which still disturbs the well-being of the country.

COURT PAPERS.

CHANCERY NOTICE.

During the Christmas Vacation, all applications to the Court of Chancery, which are of an urgent nature, are to be made to or at the chambers of the Vice-Chancellor Sir William Millbourne James.

All applications *ex parte* are to be sent to the Vice-Chancellor James, by book post or parcel, prepaid, accompanied with the brief of counsel, indorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, London, W.C.

On applications for injunctions or writs of *Ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor, with any order his Honour may make thereon, will be returned direct to the registrar.

All applications for leave to give notice of motion only may be made to the chief clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, 11, New-square, Lincoln's-inn.

The chambers of the Vice-Chancellor James will be open on the 24th, 28th, 29th, 30th, and 31st Dec. 1869, and the 4th, 5th, and 6th Jan. 1870, from eleven to one o'clock.

LIST OF SESSIONS OF THE PEACE.

MIDDLESEX.—1870.

(At the Sessions House, Clerkenwell, unless otherwise specified.)

January Quarter Session (criminal business), Monday, Jan. 3; county day, Thursday, Jan. 13.

January Adjourned Quarter Session (criminal business), Monday, Jan. 17; appeal day, Saturday, Jan. 29 (at the Guildhall, Westminster).

January General Session (criminal business), Monday, Jan. 31.

February General Session (criminal business), Monday, Feb. 14; county day, Thursday, Feb. 24.

February Adjourned General Session (criminal business), Monday, Feb. 28.

March General Session (criminal business), Monday, March 14.

March Adjourned General Session (criminal business), Monday, March 28.

April Quarter Session (criminal business), Monday, April 11.

April Adjourned Quarter Session (criminal business), Monday, April 25; county day, Thursday, April 28; appeal day (public-house licences), Friday, April 29; general appeal day, Saturday, April 30 (at the Guildhall, Westminster).

May General Session (criminal business), Monday, May 9.

May Adjourned General Session (criminal business), Monday, May 23; county day, Thursday, May 26.

June General Session (criminal business), Monday, June 6.

June Adjourned General Session (criminal business), Monday, June 20.

July Quarter Session (criminal business), Monday, July 4; county day, Thursday, July 14.

July Adjourned Quarter Session (criminal business), Monday, July 18; appeal day, Saturday, July 30 (at the Guildhall, Westminster).

August First General Session (criminal business), Monday, Aug. 1.

August Second General Session (criminal business), Monday, Aug. 15; county day, Thursday, Aug. 25.

August Adjourned General Session (criminal business), Monday, Aug. 29.

September General Session (criminal business), Monday, Sept. 12.

September Adjourned General Session (criminal business), Monday, Sept. 26.

October Quarter Session (criminal business), Monday, Oct. 10; applications for licences for music and dancing, Thursday, Oct. 13; county day, Thursday, Oct. 20.

October Adjourned Quarter Session (criminal business), Monday, Oct. 24; appeal day, Saturday, Oct. 29 (at the Guildhall, Westminster).

November General Session (criminal business), Monday, Nov. 7.

November Adjourned General Session (criminal business), Monday, Nov. 21; county day, Thursday, Nov. 24.

December General Session (criminal business), Monday, Dec. 5.

December Adjourned General Session (criminal business), Monday, Dec. 19.

WILLIAM FRANCIS, Deputy Clerk of the Peace.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 17, 1869.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92⅛	Annuities, April, '85, 11 15-16
Ditto for Account, Jan. 6, 92⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅛	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92⅛	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 213	Ind. Enf. Pr., 5 p C., Jan. '72 105¼
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 111¾ x d	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104¼
Ditto 4 per Cent., Oct. '88 100⅝ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	79
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	37¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	110
Stock	Do., A Stock*	100	109½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	55¾
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	47½
Stock	London, Chatham, and Dover	100	15½
Stock	London and North-Western	100	122
Stock	London and South-Western	100	94
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	84
Stock	Midland	100	120
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	35
Stock	North London	100	120
Stock	North Staffordshire	100	61½
Stock	South Devon	100	44
Stock	South-Eastern	100	77¾
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets are all dull and can hardly be expected to rally between this and the Christmas holidays. Some large sales have exercised a depressing influence on the funds, and favourable foreign exchanges coupled with a very fair bullion influx failed to re-invigorate them. The railway market alone made a decided advance at one period of the week; it recoiled, however, and is now heavy. Foreign securities are, if anything, a trifle less dull than other investments, but no reliance can now be placed upon their fluctuations.

Sir Roundell Palmer, Q.C., has been nominated by the Lord Chief Justice to be one of the governors of Eton College.

It is said that the Government have instructed Mr. Godfrey Lushington to draft a new Trades Union Bill based on the principles advocated by Mr. Hughes, Q.C.

Mr. Henry Jacob has resigned the office of Clerk to the Magistrates of the City of Oxford, which he had filled for upwards of thirty-four years. Previous to his appointment as magistrates' clerk, Mr. Jacob had discharged the duty of chief clerk to Mr. Roberson, Town Clerk of Oxford, so that his official career has extended over a period of nearly half-a-century. The appointment of Mr. Jacob's successors rests with the magistrates of the city of Oxford.

The appointment of Chief Clerk to the Stipendiary Magistrate of the Potteries district, in Staffordshire, has become vacant by the death of Mr. J. R. Rose, who filled the office for a period of thirty years. The nomination of Mr. Rose's successor rests with Mr. Davis, the stipendiary magistrate, subject to the sanction of the stipendiary commissioners. The chief clerk is required by the "Potteries Stipendiary Justice Act" of 1839, to attend the magisterial courts personally, and not by deputy, substitute, or proxy, except in the case of illness or other like causes. He is not allowed to practise as a solicitor or attorney, nor as clerk to a solicitor or attorney, nor as clerk to any Board of Guardians.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOWLBY—On Dec. 15, at Ryde, Isle of Wight, the wife of Edward Salvin Bowlby, Esq., Barrister-at-Law, of a son.

BUBB—On Dec. 14, the wife of Mr. W. H. Bubb, Solicitor, Cheltenham, of a son.

HARCOURT—On Dec. 10, at Lorano, Clapham-park, the wife of Clarence Harcourt, of a daughter.

STRINGER—On Dec. 15, at The Elms, New Romney, Kent, the wife of Henry Stringer, Esq., Solicitor, of a daughter.

MARRIAGES.

STEPHENSON—COYNE—On Dec. 14, at St. Paul's, Avenue-road, Hampstead, John Stephenson, Barrister-at-Law, to Margaret, eldest daughter of the late Joseph Stirling Coyne.

DEATHS.

BASEVI—On Dec. 9, at San Remo, Torquay, Nathaniel Basevi, Esq., Barrister-at-Law, aged 77.

DRISCOLL—On Oct. 28, at Montreal, Henry Peard Driscoll, Esq., Q.C., in his 78th year.

SHUGAR—On Dec. 10, at his residence, 56, Montpelier-road, Brighton, George Shugar, Solicitor, aged 42.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—[ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Dec. 10, 1869.

LIMITED IN CHANCERY.

Oakerthorpe Iron and Coal Company (Limited).—Petition for winding up, presented Dec 9, directed to be heard before Vice-Chancellor James on Dec 18. Sharp & Ullathorne, Field-ct, Gray's-inn, for Currey & Holland, Gt George-st, Westminster, solicitors for the petitioner.

Royal (Forest of Dean) Mining Company (Limited).—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Higgins & Hall, 3, Tything, Worcester. Tuesday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Merchants and Tradesman's Mutual Life Assurance Society.—Petition for winding up, presented Dec 8, directed to be heard before Vice-Chancellor James on Dec 18. Chilton & Co, Chancery-lane, for W. & A. F. Morgan, Birm, solicitors for the petitioner.

TUESDAY, Dec. 14, 1869.

UNLIMITED IN CHANCERY.

Metropolitan Counties and General Life Assurance and Annuity Loan and Investment Society.—Vice-Chancellor James has, by an order dated Dec 4, ordered that the above company be wound up. Evans & Co, Nicholas-lane, solicitors for the petitioners.

Waterford and Passage Railway Company.—Vice-Chancellor Malins has fixed Wednesday, Dec 22, at 12, at his chambers, as the time and place for the appointment of an official liquidator.

Western Life Assurance Society.—Vice-Chancellor James has, by an order dated Dec 4, ordered that the above company be wound up. Evans & Co, Nicholas-lane, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Dec. 10, 1869.

United Friendly Society, Working Men's Club Room, George-st, Cheltenham. Nov 30.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 10, 1869.

Brown, Frances Matilda, Brighton, Sussex, Widow. Jan 7. Ratley v Hullah, V.C. Stuart. Allen & Son, Carlisle-st, Soho.

Davies, David, Danyrallt, Carmarthen, Gent. Dec 31. Davies v Nicholls, V.C. James. Snead, Llanelly.

Eden, Geo Manning, Rickmansworth, Hertfordshire, Farmer. Jan 11. Eden v Eden, V.C. Stuart. Mercer, Uxbridge.

Farquhar, Thos Newman, Moorgate-st, Solicitor. Jan 7. Farquhar v Hadden, V.C. Stuart. Lyne & Holman, Austinfriars.

Fuller, Nancy, Trafalgar-sq, Twickenham, Widow. Jan 1. Christopherson v Fuller, V.C. Malins. Marsh, Billiter-st.

Johnston, Chas, Malta, Merchant. Next of Kin to send in their claims by Jan 7. Re Johnston, V.C. Stuart.

Pizzey, Arthur, Kerfield-crescent, Grove-lane, Camberwell, Gent. Jan 6. Smith v Raven, V.C. Malins. Willis, Hunter-st, Brunswick-sq.

Stevenson, Geo, Stockwell-pl, Esq. Jan 21. Stevenson v Stevenson, V.C. Stuart. Richards, Warwick-st, Regent-st.

Templeton, Hester, Belsize-sq, Hampstead, Spinster. Jan 8. Boldero v Halpin, V.C. Malins. Holt, Charles-st, St James's-sq.

TUESDAY, Dec. 14, 1869.

Attree, Ann Tourle, Torquay, Devon, Spinster. Jan 8. Attree v Attree, M. R. Senior & Co, New-inn.

Benson, Anthony, Troutbeck, Westmorland, Yeoman. Jan 14. Benson v Forrest, V.C. James. Mosers & Co, Kendal.

Brick, Saml, Bircher, Herefordshire, Gent. Jan 7. Barnes v Barnes, M. R. Llanwarne, Hereford.

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Coragio, Amelia, St James'-rd, Holloway. Widow. Jan 11. Baker v Coragio, V.C. Stuart. Nash & Co, Suffolk-lane.
Gratrix, Geo, Manch, Merchant. Jan 11. Sykes v Marsland, M. R. Hampson, Manch.
Knott, Joseph, Portsmouth, Brewer. Jan 10. Knott v Knott, V.C. Malins. George, Portsea.
Lovett, Giles, Gloucester-rd, South Kensington, Gent. Jan 11. Hewstone v Harding, M. R. Bateman, Elm-ct, Temple.
Trulock, John, Groombridge-rd, South Hackney, Gent. Jan 7. London General Omnibus Company (Limited) v Gardner, V.C. Malins. Turner, Leadenhall-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 10, 1869.

Bedding, Chas, Woolhampton, Berks, Innkeeper. Jan 22. Mecey, Thatcham.
Berry, Sarah, Ipswich, Suffolk, Skin Collector. Feb 1. Gross.
Bobby, Eliz, Clevedon, Somerset, Widow. Jan 18. Ray, Bristol.
Bourne, Wm, Duncan-ter, Islington, Esq. Jan 1. Ingle & Co, Threadneedle-st.
Cole, Thos, Bristol, Potatoe Merchant. Feb 11. Benson & Elletson, Bristol.
Crooke, Bernard, Foulridge, nr Colne, Lancashire, Linen Draper. Jan 1. Robinson, Settle.
Crussell, Eliz, Queen Margaret's-grove, Stoke Newington-green, Widow. Feb 1. English, Moorgate-st.
Elton, Wm Jas, Saffi, Morocco, Vice Consul. Feb 28. Hollingsworth & Co, East India-avenue.
Gaffin, Thos, Bessborough-gardens, Pimlico, Sculptor. Feb 1. Draper, Vincent-sq, Westminster.
Garland, John, Potternewton, Leeds, Gent. Feb 10. Barr & Co, Leeds.
Goldsmid, Aaron, Keppel-st, Russell-sq, Esq. Jan 20. Venning & Co, Tokenhouse-yard.
Hammond, John, West Witton, York, Gent. Jan 1. Robinson & Chapman, Leyburn.
Hargraves, Henriette Collins, Delamere-ter, Paddington. Jan 10. Easton, Clifford's-inn.
Higgins, Eliz, Dilwyn, Hereford, Widow. Jan 20. Sale, Leominster.
Hill, Joseph, Harman-st, Hoxton, Linen Draper. Jan 31. Learoyd & Learoyd, Broad-st-bldgs.
Inman, Sophia Charlotte, Bennett-grove, Lavender-hill, Wandsworth-rd, Widow. Jan 6. Vallance & Vallance, Essex-st, Strand.
Jacobs, David, Haymarket, Glass Merchant. Jan 30. Lumley & Lumley, Old Jewry-chambers.
Lush, Matthew, Ditchampton, Wilts, Gent. Jan 14. Meek & Co, Devizes.
Myers, Wm Horatio Nelson, Leeds, Stock Broker. Feb 10. Barr & Co, Leeds.
Perkins, Wm, Brighton, Sussex, Innkeeper. Jan 15. Woods & Dempster, Brighton.
Pettifer, John, Croydon, Surrey, Builder. Jan 1st. Rowland, High-st, Croydon.
Stallard, Matilda, Bristol, Widow. Feb 11. Benson & Elletson, Bristol.
Wilkinson, Jas, Heaton Norris, Lancashire, Gent. Feb 12. Vaughan & Son, Tiviot Dale, Stockport.

TUESDAY, Dec. 14, 1869.

Adams, Eliz, Bolleau, Hants, Spinster. Jan 10. Patteson & Cobbold, New Bridge-st, Blackfriars.
Bateman, John Minchin, Bampton, Oxford, Draper. Feb 1. Peacock & Goddard, South-sq, Gray's-inn, for Price & Son, Burford.
Bramall, Thos, Ashton-under-Lyne, Bookkeeper. Jan 19. Buckley, Oldham.
Bromley, Eliz, Ashton-under-Lyne, Widow. Jan 31. Darnton, Ashton-under-Lyne.
Cleaver, Saml, Queen's-rd, Dalston, Gent. Feb 1. Lewis & Watson, Pudding-lane, Eastcheap.
Davison, Chas Moore, Chiswell-st, Finsbury, Licensed Victualler. Jan 15. Child, Paul's Bakehouse-ct, Doctors'-commons.
Dawson, Edward, Kendal, Westmoreland, Draper. Jan 7. Moser & Co, Kendal.
Dickins, Joseph, Wootton-hill, Northampton, Farmer. Jan 1. Howes.
Eley, Geo, Tong, Kent, Gent. Jan 31. Lake & Co, Lincoln's-inn.
Evenis, Eliz Ann, Haverfordwest, Widow. Jan 10. Davies, Haverfordwest.
Flinton, John, Scarborough, York, Coal Porter. Dec 31. Richardson, Scarbro.
Johnson, Susannah, Scandal Magna, York, Widow. Feb 15. Ianson & Banks, Wakefield.
Jones, Jas, Abergavenny, Monmouth, Accountant. Jan 17. Baker, Abergavenny.
Lichfield, John Peter, Lancaster-rd, Lower Norwood, Gent. Jan 31. Roberts, Verulam-bldgs, Gray's inn.
Stembedge, Phillis, Crewkerne, Somerset, Spinster. Jan 18. Sparks, Crewkerne,
Tyson, Mary, Lpool, Widow. Jan 10. Barrell, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 10, 1869.

Abrahams, Fras, Lowther-arcade, Widow. Oct 28. Comp. Reg Dec 8.
Alexander, Robt, Saxmundham, Suffolk, Coachbuilder. Nov 3. Asst. Reg Dec 7.
Bennet, John, Agar-st, Strand, Comm Agent. Nov 3. Comp. Reg Dec 7.
Buck, Chas Jas, Norwich, Baker. Nov 16. Asst. Reg Dec 7.
Buckley, Mary, Ashton-under-Lyne, Lancashire, Widow. Oct 12. Asst. Reg Dec 7.
Chilton, Richd, Over, Cheshire, Cordwainer. Nov 19. Comp. Reg Dec 8.
Colyer, Hy, jun, Rochester, Kent, Licensed Victualler. Dec 1. Comp. Reg Dec 10.
Cooke, Wm Edward, Leicester, Grocer. Nov 12. Asst. Reg Dec 9.
Cotton, Chas, Stratford, Essex, Gent. Nov 27. Comp. Reg Dec 7.
Cowham, Walter Bilton, Cannock, Stafford, Brick Manufacturer. Nov 20. Asst. Reg Dec 7.
Crocker, Thos Taylor, Bridgewater, Somerset, Boot Maker. Nov 27. Asst. Reg Dec 8.
Dancer, Danl Thos Chas, Euston-rd, Beer House Keeper. Nov 30. Comp. Reg Dec 7.
Fitzgerald, Geo Bentinck Aylmer, Woolwich, Music Seller. Nov 9 Comp. Reg Dec 7.
Foales, Wm, Tavistock-crescent, Bayswater. Nov 13. Inspectorship. Reg Dec 8.
Forester, Thos, Hanley, Stafford, Flint Grinder. Nov 19. Comp. Reg Dec 7.
Foster, John, St John's-pl, Notting-hill, Zinc Plumber. Nov 20. Comp. Reg Dec 10.
Fowle, Thos, Maidstone, Kent, General Dealer. Nov 9. Comp. Reg Dec 7.
Gillibrand, John Wm, Salford, Lancashire, Grocer. Nov 10. Comp. Reg Dec 8.
Glanville, Hy, Bethnal-green-rd, Pork Butcher. Nov 9. Comp. Reg Dec 9.
Halliday, Geo, Leeds, Coal Merchant. Nov 24 Asst. Reg Dec 9.
Hartt, Walter Wm, Sheringham, Norfolk, Merchant. Nov 17. Asst. Reg Dec 10.
Hindmarch, Wm, Willington, Durham, Innkeeper. Nov 12. Comp. Reg Dec 9.
Hodgkinson, Jabez, Hulme, Manch, Boot Maker. Nov 26. Comp. Reg Dec 8.
Jaap, John, Sheerness, Kent, M. D. Nov 13. Comp. Reg Dec 10.
John, Morgan, Ponterdulais, Glamorgan, Iron Founder. Nov 10. Asst. Reg Dec 7.
Johns, Fredk, Queen's-rd, Dalston, Boot Manufacturer. Dec 3. Comp. Reg Dec 8.
Katz, Solomon, Lpool, Outfitter. Dec 3. Comp. Reg Dec 7.
Lawrence, Geo, & Jas Venning, Bramley-rd, Kensington, Brewers. Nov 18. Comp. Reg Dec 8.
Lee, Chas, Sheffield, Tobacconist. Nov 22. Comp. Reg Dec 8.
Luddington, John, Lincoln, Hosier. Nov 11. Comp. Reg Dec 9.
Marks, Jas, jun, Harringay-grove, Hornsey, Provision Merchant. Nov 23. Comp. Reg Dec 8.
McCullough, Thos Hy, Norwich, Grocer. Nov 12. Asst. Reg Dec 9.
Naylor, Saml, Sheffield, Plumber. Nov 22. Comp. Reg Dec 9.
Nice, Hanslip, Chorlton-upon-Medlock, Manch, Ladies Outfitter. Nov 11. Comp. Reg Dec 9.
Nuttall, Wm, Hyde, Cheshire, Provision Dealer. Nov 29. Comp Reg Dec 8.
Parkinson, Thos, Bradford, York, Coal Merchant. Oct 25. Asst. Reg Dec 8.
Perkins, Jas, Ryde, Isle of Wight, Poulterer. Nov 16. Asst. Reg Dec 9.
Poole, Hugh, Chipping Campden, Gloucester, Grocer. Nov 29. Comp Reg Dec 8.
Purchase, Thos, Chichester, Sussex, Licensed Victualler. Nov 10. Comp. Reg Dec 6.
Rands, Geo Lester, Ipswich, Suffolk, Sack Manufacturer. Nov 24. Asst. Reg Dec 9.
Read, Chas, Manea, Cambridge, Farmer. Nov 2. Asst. Reg Dec 9.
Rising, Wm Chas, Gorleston, Suffolk, Fishing Boat Owner. Nov 30 Comp. Reg Dec 7.
Rutter, Mark, Endell-st, Long-acre, Fruit Buyer. Nov 15. Comp, Reg Dec 8.
Sefton, Jas, Worcester, Beerhouse Keeper. Nov 18. Comp. Reg Dec 10.
Simson, Geo, Annis-rd, South Hackney, Boxmaker. Dec 1. Comp. Reg Dec 8.
Small, Wm, Ross, Hereford, Currier. Nov 13. Asst. Reg Dec 9.
Solomon, Lewis, Nassau-pl, Commercial-rd, Clothier. Nov 29. Comp Reg Dec 7.
Taylor, Alfd, Newton-ter, Notting-hill, Oilman. Dec 3. Comp. Reg Dec 6.
Thomas, Evan, Dinas, Glamorgan, Grocer. Nov 27. Comp. Reg Dec 9.
Wood, John, & Walter Edmund Wood, Tunbridge Wells, Kent, Grocers. Nov 12. Asst. Reg Dec 8.
Worsley, Aaron, Bowden, Cheshire, Gent. Nov 8. Comp. Reg Dec 6.

TUESDAY, Dec. 14, 1869.

Abrams, John, Old Brompton-rd, Brompton, Law Clerk. Nov 20. Comp. Reg Dec 8.
Allman, John, Audlem, Cheshire, Builder. Nov 10. Asst. Reg Dec 11
Ambrose, Wm, Isaac Fineberg, & David Lazarus, Lpool, Music Hall Proprietors. Nov 10. Comp. Reg Dec 11.
Ambrose, Wm, Lpool, Music Hall Proprietor. Dec 7. Comp. Reg Dec 9.
Armitage, Chas, Huddersfield, York, Ladies' Outfitter. Nov 25. Comp. Reg Dec 10.
Austin, Chas Fredk, Southwick, Durham, Builder. Dec 3. Comp Reg Dec 13.
Barlow, Saml, Reddish, Lancashire, Hat Manufacturer. Dec 8. Asst. Reg Dec 14.
Brunner, Wm, Sunderland, Durham, Photographer. Nov 4. Comp. Reg Dec 11.
Bugden, Wm Beale, jun, Wimborne, Dorset, Grocer. Dec 1. Comp. Reg Dec 11.
Byron, Thos, Manningham, York, Cabinet Maker. Nov 11. Comp. Reg Dec 10.
Carruthers, John, Heywood, Lancashire, Tobacconist. Dec 7. Comp. Reg Dec 11.
Chapman, Matthew, Norwich, Butcher. Nov 16. Asst. Reg Dec 13.
Chatburn, Walker, Hebden Bridge, York, Fustian Manufacturer. Nov 17. Asst. Reg Dec 13.
Cole, Ebenezer Chas, Ball's Pond-rd, Islington, Oilman. Nov 13. Comp. Reg Dec 11.
Coleman, Jonathan, Shrewsbury, Salop, Hosier. Nov 19. Comp. Reg Dec 10.
Collins, Jas, Store-st, Tottenham-ct-rd, Builder. Dec 9. Comp. Reg Dec 10.
Crockford, Wm, Clifton-ter, High-st, Battersea, Haberdasher. Nov 26. Asst. Reg Dec 13.
Crumpton, Eliz Penney, Westbromwich, Stafford, Innkeeper. Dec 6. Comp, Reg Dec 10.
Culver, John Morris Wm, Cambridge-rd, Mile End, Leather Seller. Nov 17. Comp. Reg Dec 11.

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Darwent, Wm Brushfield, & Jas Rushworth, Bakewell, Derby, Millers. Nov 8. Asst. Reg Dec 11.
Ferriman, Thos Fox, Albany-st, Regent's-park, Stationer. Nov 13. Comp. Reg Dec 11.
Fowles, Edward, jun, Hereford. Nov 17. Comp. Reg Dec 13.
Fritchley, Saml Peter, Chorley, Cheshire, Chemist. Nov 17. Asst. Reg Dec 11.
Fryer, Geo Dobson, & Thos Wilson West, Pudsey, York, Grocers. Oct 20. Asst. Reg Dec 11.
Gates, Jas Hayden, Clapham, Builder. Nov 11. Comp. Reg Dec 11.
Halliwell, Jas Thos, Blackburn, Lancashire, Stationer. Nov 23. Comp. Reg Dec 10.
Hambridge, Herbert, Yeovil, Somerset, Upholsterer. Nov 22. Comp. Reg Dec 13.
Heathcote, John, Gorton, Lancashire, Joiner. Nov 10. Asst. Reg Dec 11.
Hicklin, Wm, Walsall, Stafford, Plumber. Nov 16. Comp. Reg Dec 13.
Hudson, John, Bradford, York, Painter. Nov 24. Comp. Reg Dec 13.
Hyatt, Saml Walter, Goodrich-rd, Dulwich, Builder. Nov 20. Comp. Reg Dec 13.
Irwin, Richd, Whitehaven, Cumberland, Grocer. Nov 20. Asst. Reg Dec 14.
Jefford, Geo, Alexander-rd, Upper Holloway, Builder. Dec 11. Asst. Reg Dec 13.
Johnson, Hy Wm, Strand, Secretary. Nov 24. Comp. Reg Dec 10.
Jones, John Morgan, Swansea, Glamorgan, Hosier. Dec 8. Comp. Reg Dec 11.
Kersley, John, Wycliffe-ter, Lavender Hill, Wandsworth-rd, Baker. Nov 1. Comp. Reg Dec 10.
Lewis, Richd, Towyn, Merioneth, Chemist. Nov 22. Asst. Reg Dec 10.
Linlaw, Joseph, Newcastle-upon-Tyne, Grocer. Dec 1. Asst. Reg Dec 10.
Long, Geo, Kingston, Hants, Brewer. Nov 13. Asst. Reg Dec 10.
Lunn, Wm Walls, Birm, Grocer. Nov 18. Asst. Reg Dec 10.
Merchant, Emmanuel, Derby, Corn Merchant. Nov 26. Comp. Reg Dec 10.
Marsden, Geo, Folly Hall, nr Huddersfield, York, Yarn Spinner. Dec 7. Comp. Reg Dec 13.
Mercati, Camillo, Fenchurch-st, Merchant. Nov 29. Comp. Reg Dec 11.
Middleton, John, Tyddyn Ucha, Denbigh, Farmer. Nov 11. Comp. Reg Dec 13.
Mitchell, John, Bristol, Beer Retailer. Nov 22. Comp. Reg Dec 11.
Osenton, Geo, Morden, Surrey, Brick Maker. Nov 18. Asst. Reg Dec 14.
Pedder, Wm, Woolmer-green, Hertfordshire, Cattle Dealer. Nov 16. Comp. Reg Nov 11.
Rimell, Stephen, Chipping Norton, Oxford, Innkeeper. Dec 2. Asst. Reg Dec 10.
Rose, John, Rochdale, Lancashire, Fish Dealer. Nov 23. Comp. Reg Dec 13.
Sanders, Wm Alfd, Guildford-st, Builder. Nov 8. Asst. Reg Dec 10.
Sawyer, John Mills, Tenterden, Kent, Farmer. Nov 27. Asst. Reg Dec 14.
Sharpe, Wm Hy Christopher, Maddox-st, Regent-st, Wine Merchant. Nov 30. Comp. Reg Dec 11.
Shepper, Caroline, Ipswich, Suffolk, Trimming Seller. Nov 16. Comp. Reg Dec 13.
Smith, Richd, Clapham-rd, Cabinet Maker. Nov 22. Comp. Reg Dec 10.
Smithson, Thos, Sowerby, York, Horsedealer. Nov 19. Asst. Reg Dec 13.
Stevens, Chas Palmer, Biggleswade, Beds, Surgeon. Nov 26. Comp. Reg Dec 10.
Stidder, Jas Geo, Belvedere-rd, Lambeth, Engineer. Dec 8. Comp. Reg Dec 13.
Sucksmith, Wm, Halifax, Tanner. Nov 17. Asst. Reg Dec 13.
Thompson, Jesse, Grays, Essex, Barge Builder. Nov 2. Asst. Reg Dec 11.
Warr, Alfd, Newport, Monmouth, Undertaker. Nov 29. Comp. Reg Dec 10.
Williams, Saml, Lewin's-pl, London-rd, Twickenham, Dealer in Toys. Dec 6. Comp. Reg Dec 11.
Williams, Matilda, Mountain Ash, Glamorgan, Grocer. Nov 22. Comp. Reg Dec 10.
Wilson, Richd, Leeds, Wine Merchant. Nov 10. Asst. Reg Dec 11.
Witcombe, Wm, Frome, Somerset, Boot Maker. Nov 10. Conv. Reg Dec 11.

Bankrupts.

FRIDAY, Dec. 10, 1869.

To Surrender in London.

Bannister, Josiah, London-wall, Licensed Victualler. Pet Dec 3. Dec 22 at 2. Beard, Basinghall-st.
Billinghurst, Hy Havelock, Leadenhall-st, Licensed Victualler. Pet Dec 9. Murray. Dec 20 at 12. Nash & Co, Suffolk-lane, Cannon-st.
Bleay, Florentia, Burwood-pl, Edgware-rd, no occupation. Pet Dec 7. Dec 20 at 11. Gole, Lime-st.
Bleay, Martha, Burwood-pl, Edgware-rd, Lodging-house Keeper. Pet Dec 7. Murray. Dec 20 at 11. Gole, Lime-st.
Board, Wm, Terrace-house, Downes-st, Peckham, Hearthstone Dealer. Pet Dec 3. Dec 22 at 1. Rigby, Gresham-st.
Bond, Hy Stephen, Prisoner for Debt, London. Pet Dec 6 (for pau). Murray. Dec 21 at 1. Goatley, Bow-st, Covent-garden.
Bonser, Jas, Commercial-rd, Lambeth, no business. Pet Dec 8. Murray. Dec 27 at 11. Hicklin & Washington, Trinity-sq, Borough.
Brown, Edmund John, & John Robt Junce, Hatton-garden, Dealers in Twine. Pet Dec 3. Dec 22 at 2. Fuller, Hatton-garden.
Brownjohn, Hy Edwd, Upper Parkfield, Putney, out of business. Pet Dec 6. Dec 30 at 1. Earle, Charles-sq, Hoxton.
Candler, Jas Fredk, Idonia-st, Deptford, Grocer. Pet Dec 7. Murray. Dec 21 at 2. Dobie, Basinghall-st.
Clarkson, Jane, Orange-st, Bloomsbury, ont of business. Pet Dec 6. Pepys. Dec 23 at 2. Deere & Bourne, King's Arms-yard.
Cornell, Thos, Castle-st East, Oxford-st, Gilder. Pet Dec 7. Murray. Dec 20 at 1. Wilding, Titchbourne-st, Edgware-rd.
Crawford, Jas, Auckland-st, Vauxhall, Flour Factor. Pet Dec 6. Dec 30 at 1. Nash, Arlington-st, New North-rd.
Dabbs, Thos Hy, Prisoner for Debt, London. Pet Dec 6 (for pau). Brougham. Dec 30 at 1. Goatley, Bow-st, Covent-garden.
Durbin, Geo, Southall-green, Grocer. Pet Dec 7. Dec 30 at 1. Philp, Pancras-lane.
Elliff, Jeremiah, Upper Caterham, Surrey, Builder. Pet Dec 4. Dec 30 at 11. Wood, Basinghall-st.
Fisher, Jas, Sutton, Surrey, Chemist. Pet Dec 6. Pepys. Dec 23 at 1. Michael, Gresham-bldgs, Basinghall-st.
Ford, Wm Edwd, Southampton, Hants, Draper. Pet Dec 7. Dec 31 at 11. Harrison, Basinghall-st.
Foster, Wm, Peerless-st, City-rd, Cowkeeper. Pet Dec 8. Pepys. Dec 30 at 1. Godfrey, Gray's-inn.
Gibbons, Chas Cockburn, Coleshill-st, Pimlico, Clerk. Pet Dec 4. Pepys. Dec 21 at 12. Richardson, Golden-sq.
Gilby, Thos, Prisoner for Debt, London. Pet Dec 3 (for pau). Brougham. Dec 30 at 12. Dunn, Ludgate-hill.
Goodwin, Thos, Broadwall, Blackfriars-rd, out of business. Pet Dec 6. Murray. Dec 21 at 1. Edwards, Bush-lane, Cannon-st.
Green, Fredk, Chalk Farm-rd, Wine Merchant. Pet Dec 7. Murray. Dec 21 at 2. Poncione, jun, Raymond-bldgs, Gray's-inn.
Greenham, Thos, Broke-rd, Dalston, Builder. Pet Dec 8. Murray. Dec 27 at 11. Barton & Drew, Fore-st.
Hart, Wm, St Paul's-rd, Bow-common, Licensed Victualler. Pet Dec 7. Dec 31 at 11. Peverley, Gresham-bldgs, Basinghall-st.
Hudson, Thos, Hendon, Middlesex, Plumber. Pet Dec 7. Murray. Dec 27 at 11. Evans & Laing, John-st, Bedford-row.
Johnson, Wm Fredk, Prisoner for Debt, London. Pet Dec 4 (for pau). Brougham. Dec 30 at 1. Lawrence, Lincoln's-inn-fields.
Lamb, Jas, Walthamstowe, Essex, Licensed Victualler. Pet Dec 6. Murray. Dec 20 at 11. May, Princes-st, Spital-sq.
Maclaurin, Archibald, Southgate-rd, Wood-green, Upholsterer. Pet Dec 8. Dec 31 at 11. Mason, Symond's-inn, Chancery-lane.
Maidment, Geo, Brook-st, Holborn, Saddler. Pet Dec 6. Dec 30 at 12. Buchanan, Basinghall-st.
Marks, Fredk Jas, Maidenhead, Berks, Grocer. Pet Dec 8. Murray. Dec 20 at 12. Godfrey, Hatton-garden.
Medlen, Jas Ambrose, & Richd Wm Medlen, Steele's-ter, Haverstock-hill, Hampstead, Grocers. Pet Dec 8. Murray. Dec 27 at 11. Godfrey, South-sq, Gray's-inn.
Mitchell, Edwd, Prisoner for Debt, London. Pet Dec 6 (for pau). Pepys. Dec 30 at 12. Lawrence, Lincoln's-inn-fields.
Moss, Wm, Chancery-lane, Tailor. Pet Dec 6. Pepys. Dec 21 at 2. Sydney, Bishopsgate Within.
Munnery, Geo, Chapel-st, North Brixton, Beer Retailer. Pet Dec 6. Pepys. Dec 23 at 2. Cooke, Gresham-bldgs.
Needham, John Edwd, Manton, Rutland, Farmer. Pet Dec 8. Pepys. Dec 30 at 2. Wright & Co, London-st, for Law, Stamford.
Neumark, Alex, Oxford-st, Restaurant Keeper. Pet Dec 8. Murray. Dec 27 at 11. Buchanan, Basinghall-st.
Noble, Jas, Lambeth-walk, Hosier. Pet Dec 6. Murray. Dec 21 at 1. Nash, Arlington-st, New North-rd.
Noel, Augustus Lockhart, Southampton-st, Strand, Waiter. Pet Dec 7. Murray. Dec 21 at 2. Silvester, Gt Dover-st.
Norden, Hy, Palmer-st, Tenter-ground, Spitalfields, out of business. Pet Dec 6. Dec 30 at 12. Padmore, Westminster-bridge-rd.
Norris, Edmund, Princes-ter, York-rd, Wandsworth, Mast Maker. Pet Dec 8. Dec 31 at 12. Smith, Bedford-row.
Orford, Hy, Haddington-ter, Greenwich, Timber Merchant. Pet Dec 2. Dec 22 at 12. Kersey, Adelaide-chambers, Gracechurch-st.
Parker, Chas, & John Amiss, Old Ford-row, Bow, Chemists. Pet Dec 6. Pepys. Dec 23 at 2. Flux & Leadbitter, Leadenhall-st.
Phillips, Geo, sen, Ickenham, Middlesex, out of business. Pet Dec 8. Pepys. Dec 30 at 2. Goatley, Bow-st, Covent-garden.
Powles, Andrew, St Mark's-rd, Kingston, Draper's Assistant. Pet Dec 6. Dec 30 at 12. Kerby, London-wall.
Prince, John Jas, King-st West, Hammersmith, Provision Dealer. Pet Dec 6. Murray. Dec 21 at 12. Few & Cole, High-st, Southwark.
Putt, Saml, Prisoner for Debt, London. Pet Dec 6 (for pau). Murray. Dec 21 at 1. Lawrance, Lincoln's-inn-fields.
Rackett, Wm Hy, Melbourne-ter, Dulwich-rd, Penge, Builder. Pet Dec 6. Murray. Dec 21 at 1. Nind, Basinghall-st.
Riddell, Wm Moore, Crosby-hall-chambers, Bishopsgate-st, Advertising Agent. Pet Dec 6. Pepys. Dec 21 at 2. Wickens, Palmerston-bldgs, Old Broad-st.
Russell, Thos Sheppard, Prisoner for Debt, London. Pet Dec 4 (for pau). Murray. Dec 21 at 12. Hope, Ely-pl, Holborn.
Sawyer, Joseph, Borough-market, Fruit Salesman. Pet Dec 7. Murray. Dec 27 at 12. Haigh, jun, King-st, Cheapside.
Spicer, Francis, Irthlingborough, Northamptonshire, Harness Maker. Pet Dec 8. Dec 31 at 12. Roscoe & Hincks, King-st, Finsbury-sq; Cook, Wellingborough.
Stokes, Joiner, Kingsdown-rd, Holloway, out of business. Pet Dec 7. Dec 30 at 1. Steadman, London-wall.
Summers, John Swan, South-pl, High-st, Sydenham, Dyer. Pet Dec 6. Murray. Dec 21 at 1. Briant, Winchester-house, Old Broad-st.
Ward, Chas, Prisoner for Debt, London. Pet Dec 3 (for pau). Murray. Dec 21 at 1. Goatley, Bow-st, Covent-garden.
Wood, Jas Augustus, Darnley-crescent, Darnley-rd, South Hackney, Hat Manufacturer. Pet Dec 6. Pepys. Dec 21 at 2. Angell, Guildhall-yard.

To Surrender in the Country.

Backhouse, Joseph, Gainford, Durham, out of business. Pet Dec 7. Gibson. Newcastle-upon-Tyne, Dec 22 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Barratt, Edwin, Everton, Lancashire, Grocer. Pet Dec 6. Hime. Lpool, Dec 21 at 3.30. Ponton, Lpool.
Bland, Hy, Luton, Bedford, Engineer. Pet Dec 1. Austin. Luton, Dec 20 at 4. Neve, Luton.
Bothwell, Jas, Halifax, Yorkshire, Cork Cutter. Pet Dec 7. Rankin. Halifax, Dec 24 at 10. Leeming, Halifax.
Bradley, Torkington, Hyde, Cheshire, Beerseller. Pet Dec 4. Brooks. Hyde, Dec 29 at 11. Hibbert, Hyde.
Braines, Robt, Lpool, Sugar Boiler. Pet Dec 1. Hime. Lpool, Dec 20 at 2. Nordon, Lpool.
Bridger, Thos, & Robt Jas Corden, Nottingham, Licensed Victuallers. Pet Dec 9. Tudor. Birm, Dec 21 at 11. Belk, Nottingham.

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Briggs, Wm, Rochdale, Lancashire, Music Seller. Pet Dec 7. Fardell. Manch, Dec 21 at 12. Ashworth, Rochdale; Sale & Co, Manch.

Brown, Hy, Walton, Leicestershire, Farmer. Pet Dec 8. Hill. Birm, Dec 22 at 12. James & Griffin, Birm.

Browning, Albert, Bawdrip, Somersetshire, Blacksmith. Pet Dec 8. Lovibond Bridgwater, Dec 29 at 10. Reed & Cook, Bridgwater.

Bushby, Christopher, Stockton-on-Tees, Durham, Journeyman Blacksmith. Pet Dec 8. Crosby. Stockton-on-Tees, Dec 22 at 1.15. Dobson, Middlesbrough.

Chadwick, John, jun, Weaverthorpe, York, Farmer. Pet Dec 16. Dec 22 at 12. Richardson, Bridlington.

Chambers, John, Manch, Tailor. Pet Dec 2. Kay. Manch, Jan 12 at 9.30. Ellithorne, Manch.

Chapman, Arscott, Birm, Tobacconist. Pet Dec 8. Guest. Birm, Jan 7 at 10. Powell, Birm.

Chetterway, Thos, Atherstone, Warwick, Grocer. Pet Dec 8. Hill. Birm, Dec 22 at 12. Stubbs & Fowke, Birm.

Clare, Geo, Brighton, Sussex, Furniture Broker. Pet Dec 6. Eversfield, Brighton, Dec 23 at 11. Runnacles, Brighton.

Clarke, Michael, Sunderland, Durham, Butcher. Pet Dec 4. Ellis. Sunderland, Dec 22 at 11. Graham, Sunderland.

Cockerell, Jas Chas, Brighton, Sussex. out of business. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Collins, Geo Thompson, Navenby, Lincoln, Grocer. Pet Dec 6. Uppleby. Lincoln, Dec 21 at 11. Harrison, Lincoln.

Comann, Joseph, Manch, Restaurant Keeper. Pet Dec 7. Fardell. Manch, Dec 20 at 12. Brandwood, Manch.

Creese, Hy, Chepstow, Monmouth, Retailer of Ale. Pet Dec 6. Roberts. Chepstow, Dec 22 at 1.45. Dawson, Chepstow.

Daniels, Benj, Norwich, Butcher. Pet Dec 8. Palmer. Norwich, Dec 23 at 11. Sadd, Norwich.

Davies, David, Aberdare, Glamorganshire, Victualler. Pet. Rees. Aberdare, Dec 21 at 11. Beddoe, Aberdare.

Davis, Joel, Lewes, Sussex, Monetary Agent. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Dawson, John, Preston, Lancashire, Billiard Room Keeper. Pet Dec 2. Myres. Preston, Dec 22 at 10. Forshaw, Preston.

Denton, Edwin, Earlsheaton, York, Greengrocer. Pet Dec 6. Nelson. Dewsbury, Dec 23 at 12. Scholes & Brearey, Dewsbury.

Dimmock, Matthias, Bilston, Staffordshire, Scrap Dealer. Pet Dec 6. Brown. Wolverhampton, Dec 24 at 12. Best, Willenhall.

Dowling, Dionysius Wilfrid, Lewes, Sussex, no occupation. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Downing, Jas, Sheffield, Bill Poster. Pet Dec 3. Wake. Sheffield, Dec 23 at 1. Binney & Son, Sheffield.

Drew, Wm Edwd, Birkenhead, Chester, Assistant Magistrate's Clerk. Pet Dec 8. Wason. Birkenhead, Dec 22 at 10. Bretherton, Birkenhead.

Droege, Augustus Wm, Lewes, Sussex, out of business. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Dugdale, Robt, Manch, Comm Agent. Pet Dec 8. Fardell. Manch, Dec 23 at 12. Sale & Co, Manch.

Eastwood, Wm, Ashton-under-Lyne, Lancashire, Bookkeeper. Pet Nov 24. Hall. Ashton-under-Lyne, Dec 23. Roscoe, Ashton-under-Lyne.

Eldred, Wm, Prisoner for Debt, Huntingdon. Pet Nov 19. Gaches. Peterborough, Dec 28 at 11. Law, Stamford.

Elis, Jas, Bolton, Lancashire, Quarry Master. Pet Dec 7. Fardell. Manch, Dec 20 at 12. Hall & Rutter, Bolton.

Ellis, Hugh, Llanfair, Montgomery, Innkeeper. Pet Dec 6. Harrison. Welshpool, Dec 27 at 12. Jones, Welshpool.

Entwistle, Wm, Horwich, Lancashire, Packer. Pet Dec 6. Holden. Bolton, Dec 23 at 10. Edge & Dawson, Bolton.

Evans, John, Prisoner for Debt, Lancaster. Adj March 19. Fardell. Manch, Dec 22 at 12.

Essery, Robt, Devonport, Devon, Licensed Victualler. Pet Dec 6. Pearce. East Stonehouse, Dec 21 at 11. Edmonds & Son, Plymouth.

Ewence, Josiah, Wishford, Wilts, Blacksmith. Pet Dec 7. Wilson. Salisbury, Dec 22 at 12. Holling, Salisbury.

Ford, Wm Barton, Newhaven, Sussex, Factor. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Franks, Wm, Nottingham, out of business. Pet Dec 8. Patchitt. Nottingham, Dec 22 at 10.30. Heath, Nottingham.

Froggett, Edwd, Argyll-st, Attorney. Pet Dec 6 (for pau). Blaker. Lewes, Dec 23 at 12.

Gant, Hy, Sheffield, Baker. Pet Dec 9. Wake. Sheffield, Dec 23 at 1. Micklethwaite, Sheffield.

Garner, Joseph, Birm, Journeyman Cooper. Pet Dec 7. Guest. Birm, Jan 7 at 10. Parry, Birm.

Gee, Geo, Sneinton, Nottinghamshire, out of business. Pet Dec 7. Patchitt. Nottingham, Dec 22 at 10.30. Cranch, Nottingham.

Gray, Robt, Sunderland, Durham, Blacksmith. Pet Dec 6. Ellis. Sunderland, Dec 23 at 11. Graham, Sunderland.

Hamburg, Simon, Manch, Leather Importer. Pet Nov 30. Fardell. Manch, Dec 21 at 11. Evans, Manch.

Harp, Jas, Plymouth, Devon, Grocer. Pet Dec 8. Pearce. East Stonehouse, Dec 21 at 11. Edmonds & Son, Plymouth.

Harris, Robt, Bolton, Lancashire, Clothes Dealer. Pet Dec 7. Holden. Bolton, Dec 23 at 11. Hall & Rutter, Bolton.

Hindle, Jane, Darlington, Durham, Clock-case Maker. Pet Dec 8. Bowes. Darlington, Dec 29 at 10. Helt, Darlington.

Hipper, Thos Bessey, Drayton, Norfolk, Labourer. Pet Dec 8. Palmer. Norwich, Dec 23 at 11. Francis, Norwich.

Hirst, Mark, Sheffield, out of business. Pet Dec 9. Wake. Sheffield, Dec 23 at 1. Dyson, Sheffield.

Hold, Abel, Cawthorne, York, Animal Painter. Pet Dec 7. Leeds, Dec 20 at 11. Milnes, Huddersfield; Bond & Barwick, Leeds.

Houghton, Thos, Netherton, Cheshire, Farmer. Pet Dec 6. Nicholson. Runcorn, Dec 16 at 11. Bretherton, Warrington.

Hyam, Woolf, Manch, Draper. Pet Nov 30. Fardell. Manch, Dec 20 at 12. Grundy & Coulson, Manch.

Hyde, Edwd, & Jas Sowerby, Dukinfield, Cheshire, Cotton Spinners. Pet Dec 9. Fardell. Manch, Dec 21 at 12. Brooks & Co, Manch.

Ingall, Isaac, Bradford, Yorkshire, Fruit Dealer. Pet Dec 7. Bradford, Dec 21 at 9.15. Wilson, Bradford.

Insoll, Thos, Worcester, Builder. Pet Dec 6. Hill. Birm, Dec 22 at 12. James & Griffin, Birm.

Isherwood, John, Lpool, Butcher. Pet Dec 8. Hime. Lpool, Dec 22 at 2. Heaton, Lpool.

Jackson, Sam, Manch, Agent. Pet Dec 8. Fardell. Manch, Dec 20 at 11. Grundy & Coulson, Manch.

Jackson, Thos, Bishopwearmouth, Durham, Grocer. Pet Dec 6. Gibson. Newcastle-upon-Tyne, Dec 22 at 12. Skinner, Sunderland.

Jenkins, Joseph, Aberdare, Glamorganshire, out of business. Pet Dec 7. Rees. Aberdare, Dec 21 at 11. Beddoe, Aberdare.

Johnson, Saml, Rowley Regis, Staffordshire, Brickmaker. Pet Dec 6. Hill. Birm, Dec 22 at 12. James & Griffin, Birm.

Johnson, Wm Blackwell, Sneinton, nr Nottingham, Agent for the Sale of Drapery. Pet Dec 6. Patchitt. Nottingham, Dec 22 at 10.30 Lees, Nottingham.

Jones, David, Bala, Merionethshire, Ironmonger. Pet Dec 3. Williams. Bala, Dec 18 at 2. Hughes, Corwen.

Jones, David, Aberaman, Glamorganshire, Collier. Pet Dec 6. Rees. Aberdare, Dec 23 at 11. Linton & Lewis, Aberdare.

Jones, John, Llanrug, Carnarvonshire, Hotel Keeper. Pet Dec 4. Williams. Carnarvon, Dec 21 at 10. Webb, Bangor.

Kearle, Chas, North Petherton, Somerset, Blacksmith. Pet Dec 6. Lovibond. Bridgwater, Dec 21 at 10. Reed & Cook, Bridgwater.

Kissock, Thos, Portsea, Hants, out of business. Pet Dec 6. Howard. Portsmouth, Dec 22 at 12. Champ, Portsea.

Knowles, Hy, Chesterfield, Derbyshire, Builder. Pet Nov 30. Wake. Chesterfield, Dec 21 at 11. Shipton, Chesterfield.

Lacey, Thos Baken, Sneinton, Nottingham, Lace Agent. Pet Dec 8. Patchitt. Nottingham, Dec 22 at 10.30. Lees, Nottingham.

Lees, Danl, Oldham, Lancashire, Agent. Adj Nov 18. Tweedale. Oldham, Dec 22 at 12. Hodgson, Manch.

Lees, Jas, Oldham, Lancashire, Temperance Hotel Keeper. Pet Dec 8. Tweedale. Oldham, Dec 22 at 12. Ellithorne, Manch.

Lewis, Horatio, Lpool, Tobacconist. Pet Dec 8. Hime. Lpool, Dec 22 at 3. Grocott, Lpool.

Lloyd, Wm Solomon Bowen, Birm, Journeyman Pearl Worker. Pet Dec 6. Guest. Birm, Jan 7 at 10. Parry, Birm.

Lloyd, David, Aberaman, Glamorganshire, Mason. Pet Dec 7. Rees Aberdare, Dec 21 at 11. Beddoe, Aberdare.

Madden, Wm, Manch, Weighing Machine Maker. Pet Dec 4 (for pau). Kay. Manch, Jan 12 at 9.30. Gardner, Manch.

Maddick, Wm Ford, Fowey, Cornwall, Innkeeper. Pet Dec 7. Carlyon. St Austell, Dec 23 at 10.30. Sobey, Fowey.

Middleton, Jonathan Lester, Norwich, Butcher. Pet Dec 6. Palmer. Norwich, Dec 22 at 11. Stanley, Norwich.

Morris, David, Aberdare, Glamorganshire, Tinman. Pet Dec 8. Rees. Aberdare, Dec 24 at 11. Beddoe, Merthyr Tydfil.

Mountain, John, Manch, Retailer of Wines. Pet Dec 8. Fardell. Manch, Dec 20 at 11. Blain & Chorlton, Manch.

Moxon, Benj, Walkley, Sheffield, Pen-blade Grinder. Pet Dec 2. Wake. Sheffield, Dec 23 at 1. Smith & Burdekin, Sheffield.

Neale, Lewis Walmsley, Walsall, Stafford, Tailor. Pet Dec 8. Hil Birm, Dec 22 at 12. Allen, Birm.

Newey, Joseph, Walsall, Staffordshire, Buckle Maker. Pet Dec 8. Walsall, Dec 24 at 12. Glover, Walsall.

Nottingham, Wm, Hopwood, Lancashire, Comm Agent. Pet Dec 8. Grundy. Bury, Dec 23 at 10. Orton, Heywood.

Owen, Hugh, Cemaes, Anglesey, Tailor. Pet Dec 6. Dew. Llangefni, Dec 23 at 12.30. Hughes, Tregele.

Parsons, John Hy, Exeter, Innkeeper. Pet Dec 7. Exeter, Dec 21 at 11. Fryer, Exeter.

Pegler, Leonard, Birkenhead, Cheshire, Car Proprietor. Pet Dec 3. Wason. Birkenhead, Dec 18 at 10. Anderson, Birkenhead.

Plummer, Geo Eneas, Low Harrowgate, Yorkshire, Fishmonger. Pet Dec 6. Gill. Knaresbrough, Dec 22 at 10.30. Canes, Knaresbrough.

Reinold, John Hy Arnold, Kingston-upon-Hull, Shipping Agent. Pet Dec 8. Leeds, Dec 22 at 12. Saxelbye & Co, Hull.

Ridley, Thos, Darlington, Durham, Joiner. Pet Dec 8. Bowes. Darlington, Dec 29 at 10. Dunn, Darlington.

Rigg, Sidney, Bradford, Yorkshire, Worsted Manufacturer. Pet Nov 30. Leeds, Dec 20 at 11. Watson & Dickons, Bradford; Bond & Barwick, Leeds.

Roberts, John, Silsden, nr Leeds, Greengrocer. Pet Dec 8. Keighley, Dec 22 at 3. Robinson, Keighley.

Roberts, John, Castleton, Lancashire, Broker. Pet Dec 6. Jackson. Rochdale, Dec 23 at 10. Holland, Rochdale.

Rodgers, Joseph, Sheffield, Cast Scissor Manufacturer. Pet Dec 9. Wake. Sheffield, Dec 23 at 1. Binney & Son, Sheffield.

Rogerson, Edwd, Bolton, Lancashire, Beerseller. Pet Dec 6. Holden. Bolton, Dec 22 at 11. Ramwell, Bolton.

Rollason, Andrew, Harts-hill, Worcestershire, Engine Fitter. Pet Dec 3. Walker. Dudley, Dec 21 at 12. Warmington, Dudley.

Scamadine, John, Sheffield, Manager. Pet Dec 8. Wake. Sheffield, Dec 23 at 1. Dyson, Sheffield.

Sealey, John Thos, Plymouth, Devonshire, Grocer. Pet Dec 7. Exeter, Dec 20 at 12.30. Edmonds & Son, Plymouth; Floud, Exeter.

Sewards, John Owen, Corby, Lincolnshire, Publican. Pet Dec 6. Thompson. Grantham, Dec 24 at 11. Law, Stamford.

Sharp, Wm, Everton, nr Lpool, out of business. Pet Dec 6. Hime. Lpool, Dec 21 at 3. Goodere, Lpool.

Sharples, Thos, Prisoner for Debt, Lancaster. Pet Dec 7. Fardell. Manch, Dec 20 at 12. Storer, Manch.

Shephard, Joseph, Nottingham, Greengrocer. Pet Dec 6. Patchitt. Nottingham, Dec 22 at 10.30. Belk, Nottingham.

Smith, Jas Gaunt, Horsforth, Yorkshire, Clothier. Pet Dec 7. Marshall. Leeds, Dec 29 at 12. Whiteley, Leeds.

Smith, Christopher, Crook, Durham, Greengrocer. Pet Dec 7. Trotter. Bishop Auckland, Dec 20 at 10. Hutchinson, Bishop Auckland.

Smith, Leonard, Bishop Auckland, Durham, Accountant. Pet Dec 6. Trotter. Bishop Auckland, Dec 20 at 10. Hutchinson, Bishop Auckland.

Southam, Saml Swire, Manch, Comm Agent. Pet Dec 7. Fardell. Manch, Dec 20 at 12. Storer, Manch.

Spink, Wm Hy, High Harrowgate, Yorkshire, out of business. Pet Dec 3. Gill. Knaresbrough, Dec 22 at 10. Capes, Knaresbrough.

Stewardson, Wm, Lancaster, Painter. Pet Dec 8. Fardell. Manch, Dec 22 at 12. Sharp & Son, Lancaster; Sale & Co, Manch.

Stoppard, Wm, New Tupton, Derbyshire, Blacksmith. Pet Dec 3. Wake. Chesterfield, Dec 21 at 11. Gee, Chesterfield.

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Taylor, Hy, Beeston, Nottinghamshire, out of business. Pet Dec 7. Patchitt. Nottingham, Dec 22 at 10.30. Cranch, Nottingham.
Taylor, Isaac Saml, Marten, Yorkshire, Hind in Husbandry. Pet Dec 6. Crosby. Middlesbrough, Dec 23 at 11. Dobson, Middlesbrough.
Theaker, Edwd Saville, Saviletown, nr Dewsbury, Cloth Drawer. Pet Dec 6. Nelson. Dewsbury, Dec 23 at 12. Scholes & Brearey, Dewsbury.
Timmis, Illius Augustus, Alderley Edge, Cheshire, Merchant. Pet Dec 7. Fardell. Manch, Dec 22 at 11. Nuttall, Manch.
Tobitt, Jas Calvin, Slyfhurst Farm, Kirdford, Sussex, Farmer. Pet Dec 27. Sowton. Chichester, Dec 24 at 1. Downer, Petworth.
Trout, Saml John, Nottingham, Porter. Pet Dec 6. Patchitt. Nottingham, Dec 22 at 10.30. Brewster, Nottingham.
Turner, John, Willenhall, Staffordshire, Journeyman Locksmith. Pet Dec 8. Brown. Wolverhampton, Dec 24 at 12. Cresswell, Willenhall.
Upton, Edwd, Prisoner for Debt, Walton. Adj Oct 18. Hime. Lpool, Dec 20 at 2.30.
Wadsworth, Alfred, Leeds, Surgeon. Pet Dec 8. Marshall. Leeds, Dec 29 at 12. Rider, Leeds.
Walker, Geo, Toddington, Bedford, Carpenter. Pet Dec 4. Kipling. Leighton Buzzard. Dec 29 at 11. Hicks, Coleman-st.
Wallace, Wm, Everton, Lancashire, Butcher. Pet Dec 3. Hime. Lpool, Dec 21 at 3. Bremner, Lpool.
Ward, Wm, Warsop, Nottinghamshire, Grocer. Pet Dec 6. Patchitt. Mansfield, Jan 10 at 11.30. Gee, Chesterfield.
Wardle, John, Chesterfield, Derbyshire, Boot Maker, Pet Dec 3. Wake. Chesterfield, Dec 21 at 11. Gee, Chesterfield.
Weighell, John Thos, Middlesbrough, Yorkshire, out of business. Pet Dec 8. Crosby. Middlesbrough, Dec 23 at 11. Dobson, Middlesbrough.
Welch, Joseph, Birm, Journeyman Shoemaker. Pet Dec 7. Guest. Birm, Jan 7 at 10. Thomas, Birm.
White, Hy Ears, Shetterton, Dorsetshire, Grocer. Pet Dec 4. Exeter, Dec 21 at 12. Atkinson, Blandford; Hirtzel, Exeter.
Whiteway, Thos, jun, Lpool, Fish Dealer. Pet Dec 1. Hime. Lpool. Dec 20 at 2. Nordon, Lpool.
Wilkinson, Hutchinson, Stockton-on-Tees, Durham, out of business. Pet Dec 8. Crosby. Stockton-on-Tees, Dec 22 at 11. Dobson, Middlesborough.
Willatt, John, jun, Hotlane, Staffordshire, Beerseller. Pet Dec 6. Challinor. Hanley, Dec 24 at 11. Tomkinson, Burslem.
Wilson, John, Alton, Staffordshire, Innkeeper. Pet Dec 4. Daniel. Cheadle, Dec 17 at 11. Bagshaw & Son, Uttoxeter.
Winspeare, John, Middleton Slipway, Durham, Shipwright. Pet Dec 7. Gibson. Newcastle-upon-Tyne, Dec 12 at 12. Brignall, jun, Durham.
Wormald, Chas Fredk, Bombay, India, Merchant. Pet Dec 3. Fardell. Manch, Dec 22 at 11. Grundy & Coulson, Manch.
Wright, Wm, Nottingham, Comm Agent. Pet Dec 7. Patchitt. Nottingham, Dec 22 at 10.30. Heathcot, Nottingham.
Wright, Robt, Nottingham, Journeyman Baker. Pet Dec 8, Patchitt. Nottingham, Dec 22 at 10.30. Smith, Nottingham.

TUESDAY, Dec. 14, 1869.

To Surrender in London.

Adams, Chas, Bromley, Kent, Builder. Pet Dec 9. Dec 31 at 12. Stocken & Jubb, Leadenhall-st.
Aldworth, Chas Francis, Kensington-pk-rd, Wine Merchant. Pet Dec. 11. Murray. Dec 27 at 2. Ablett, Cambridge-ter, Hyde-pk.
Bailey, Thos Parnell, Park-rd, Grosvenor-pk, Camberwell, Grocer. Pet Dec 7. Dec 31 at 11. Hicklin, Trinity-sq, Borough.
Bishop, Thos, Titchmarsh, Northamptonshire, Butcher. Pet Dec 9. Pepys. Dec 31 at 11. Jacobs, Bedford-row.
Blacklock, Joseph Marsh, East Moulsey, Surrey, Superannuated Clerk. Pet Dec 7. Dec 30 at 1.30. Merriman, Queen-st.
Bright, John, Compton-mews, Brunswick-sq, Cab Driver. Pet Dec 9. Pepys. Dec 31 at 11. Watson, Basinghall-st.
Brunt, Thos, Albert-ter, Upper Holloway, Commercial Clerk. Pet Dec 10. Pepys. Dec 31 at 12. Cooke, Gresham-bldgs.
Burbidge, Wm, Coulsden, Surrey, Licensed Victualler. Pet Dec 8. Pepys. Dec 30 at 1. Kingdon & Co, Lawrence-lane, Cheapside.
Butcher, Robt Whiting, Ampthill, Bedfordshire, Grocer. Pet Dec 10. Pepys. Dec 31 at 12. Ellis & Co, Mark-lane, for Conquest & Co, Bedford.
Chapman, Chas, Edgware-rd, Paddington, Milliner. Pet Dec 7. Pepys. Dec 30 at 12. Mirfin, Staple-inn.
Clark, Robt, Crawford-st, Canning-town, Builder. Pet Dec 10. Jan 4 at 11. Blackford & Riches, Gt Swan-alley, Moorgate-st.
Corbett, John, Stockwell-st, Greenwich. Licensed Victualler. Pet Dec 8. Dec 31 at 12. Peckham, Gt Knightrider-st, Doctor's-commons.
Cordery, Elias, William-ter, Adelaide-rd, Shepherd's-bush, Builder. Pet Dec 10. Murray. Dec 27 at 1. Farrar, Carter-lane, Doctors' commons.
Corke, Edwd, Holland-grove, Brixton, no occupation. Pet Dec 7. Dec 30 at 1.30. Waghorn, Harp-lane, Gt Tower-st.
Corkett, Matthew, Nash, Bucks, Publican. Pet Dec 11. Pepys. Dec 31 at 12. Risley & Co, Gray's-inn-sq.
Crater, Richd, Davis's-ter, North-st, Whitechapel, out of business. Pet Dec 7. Pepys. Dec 30 at 1. Cooke, Gresham-bldgs.
De Castro, Henrique Borges, Crutchedfriars, Wine Merchant. Pet Dec 9. Dec 31 at 1. Dalton & Jessett, Clement's-house, Clement's-lane.
Douglas, Robt, Prisoner for Debt, London. Pet Dec 10 (for pau). Murray. Dec 27 at 1. Laurence, Lincoln's-inn-fields.
Dyer, Thos Abbot, Prisoner for Debt, London. Pet Dec 1 (for pau). Brougham, Dec 30 at 1.30. Lawrence, Lincoln's-inn-fields.
Edmonds, Wm, Lamb-st, Spitalfields, out of business. Pet Dec 10. Murray. Dec 27 at 1. Peverley, Gresham-bldgs, Guildhall.
Fenn, Wm Chas, Bushey, Herts, out of business. Pet Dec 7. Dec 30 at 1.30. Oliver, King-st, Cheapside.
Floyd, Wm, Prisoner for Debt, London. Pet Dec 10 (for pau). Pepys. Dec 31 at 1. Dobie, Basinghall-st.
Gedge, Edwd Fredk, Hadley-st, Kentish-town, Pickle Warehouseman. Pet Dec 8. Pepys. Dec 30 at 1. Hope, Ely-pl, Holborn.
Grover, Wm, Railway-ter, Notting-hill, Fruiterer. Pet Dec 10. Murray. Dec 27 at 1. Geaussent, New Broad-st.
Harriott, John, Charlotte-st, Fitzroy-sq, Traveller. Pet Dec 10. Pepys. Dec 31 at 1. Jourdain, St Paul's-chambers, Paternoster-row.
Henrionnet, Sosthenes Henri, Prisoner for Debt, London. Pet Dec 9. (for pau). Brougham. Dec 31 at 1.30. Cooke, Gresham-bldgs, Basinghall-st.
Hirst, Geo Edwd, Prisoner for Debt, London. Pet Dec 8 (for pau). Brougham. Dec 31 at 12. Lawrence, Lincoln's-inn-fields.
Hodgson, Richd, Goulbourne-rd, Upper Westbourne-pk, Journeyman, Carpenter. Pet Dec 7. Dec 31 at 11. Cooke, Gresham-bldgs Basinghall-st.
Holborow, Hy Fras, Clare-st, Clare-market, Cheesemonger. Pet Dec 10. Murray. Dec 27 at 11. Calcott, Lincoln's-inn-fields.
Holloway, John Thos, Little Ilford, Essex, Commercial Traveller. Pet Dec 11. Murray. Dec 27 at 2. Lea, Furnival's-inn, Holborn.
Horne, Geo, Dunstable, Bedfordshire, Straw Plait Dealer. Pet Dec 8. Dec 31 at 12. Mardon, Newgate-st.
James, Edwd, Orchard-ter, Shepherd's-bush, Ironmonger. Pet Dec 11. Murray. Dec 27 at 2. Cooke, Gresham-bldgs, Guildhall.
Jenkins, Geo, Cleeve, Berks, Smith. Pet Dec 11. Pepys. Dec 31 at 12. Smith, Bedford-row.
Joyes, Edwin, Coolham Mills, Sussex, Miller. Pet Dec 9. Murray. Dec 27 at 12. Smith & Co, Bread-st, Cheapside, for Lamb, Brighton.
Ladd, Jas, Twickenham, Painter. Pet Dec 10. Jan 4 at 11. Watson, Basinghall-st.
Langton, Wm Hy, Grove-vale, East Dulwich, Clerk. Pet Dec 8. Pepys. Dec 30 at 2. Keene & Co, Lower Thames-st.
Leeson, Joan, Prisoner for Debt, London. Pet Dec 9 (for pau.) Pepys. Dec 31 at 1. Copp, Pelham-pl, Thurloe-sq, Brompton.
Lenox, Saml, Creswick-row, Addington-row, Bow, Comm Agent, Pet Dec 8. Dec 31 at 11. Brown, Finsbury-pl.
Lord, Anne, Prisoner for Debt, London. Pet Dec 9 (for pau). Murray. Dec 27 at 12. New, Basinghall-st.
Mitton, Walter Reynolds, Prisoner for Debt, London. Pet Dec 9 (for pau). Brougham. Dec 31 at 1.30. Watson, Basinghall-st.
Nicholson, Jas, Prisoner for Debt, London. Pet Dec 10 (for pau). Pepys. Dec 31 at 1. Lawrence, Lincoln's-inn-fields.
Perrior, John, Clarendon-st, Clarendon-sq, out of business. Pet Dec 8. Dec 31 at 12. Towne, Bow-st, Covent-garden.
Raine, John Wm, Prisoner for Debt, London. Pet Dec 8 (for pau). Murray. Dec 27 at 12. Watson, Basinghall-st.
Riley, Thos, Lower Thames-st, Printer. Pet Dec 9. Murray. Dec 27 at 12. Stocken & Jupp, Leadenhall-st.
Sainsbury, Bartholomew Silvester, Prisoner for Debt, London. Pet Dec 10 (for pau). Murray. Dec 27 at 1. Laurence, Lincoln's-inn-fields.
Sleigh, Chas Albert, The Crescent, Euston-st, Clerk. Pet Dec 6. Pepys. Dec 30 at 12. Treherne & Co, Aldermanbury.
Smith, John, Robert-st, Chelsea, Gentleman's Servant. Pet Dec 7. Pepys. Dec 30 at 12. Chappell, Edgware-rd.
Stanford, Wm, Ashford, Kent, Coach Builder. Pet Dec 7. Pepys. Dec 30 at 1. Murton, Southampton-st, Bloomsbury.
Suckling, Geo, Acton, Middlesex, Builder. Pet Dec 8. Pepys. Dec 30 at 2. Lawrence & Co, Old Jewry-chambers.
Taylor, Chas, Prisoner for Debt, London. Pet Dec 8 (for pau). Pepys. Dec 31 at 11. Lawrence, Lincoln's-inn-fields.
Tilley, Richd Wallington, St George's-pl, Knightsbridge, Commercial Traveller. Pet Dec 9. Pepys. Dec 31 at 11. Cooke, Gresham-bldgs.
Tomes, Hy Edwin, Swinbrooke-rd, Notting-hill, Builder. Pet Dec 10. Murray. Dec 27 at 1. Lamb, Bedford-row.
White, Wm Fletcher, Bedford-st, Tottenham-ct-rd, no occupation. Pet Dec 11. Pepys. Dec 31 at 11. Wake, Raymond-bldgs, Gray's-inn.
White, Ebenezer Messum, Eastbourne, Sussex, Joiner. Pet Dec 10. Pepys. Dec 31 at 1. Godfrey, Hatton-garden.
Winter, John, & Walter John Winter, Old Kent-rd, Plumbers, Pet Dec 9. Murray. Dec 27 at 12. Mason, Gresham-st.
Woods, Wm, Gt Yarmouth, Norfolk, Fish Curer. Pet Dec 10. Murray. Dec 27 at 1. Linklaters & Co, Walbrook.

To Surrender in the Country.

Abel, Jacob, East Stonehouse, Devon, Clothier. Pet Dec 9. Pearce. East Stonehouse, Dec 29 at 11. Edmonds & Son, Plymouth.
Allen, Charlotte, Stoke-upon-Trent, Stafford, out of business. Pet Dec 10. Challinor. Hanley, Dec 24 at 11. Welch, Hanley.
Ambler, Jas, Balsall Heath, Worcester, Carpenter. Pet Nov 24. Guest. Birm, Jan 7 at 10. Parry, Birm.
Atkinson, Johnson, Kingston-upon-Hull, Fish Dealer. Pet Dec 9. Phillips. Kingston-upon-Hull, Dec 28 at 12. Hearfield, Hull.
Baines, Joseph, Southport, Lancashire, Fruiterer. Pet Dec 9. Lpool, Dec 27 at 11. Forshaw & Hawkins, Lpool.
Bardwell, Geo Syder, Cambridge, Lodging-house Keeper. Pet Dec 7. Eaden. Cambridge, Jan 1 at 12. Jarrold, Cambridge.
Bendelow, Chas, Mexbrough, Yorkshire, Grocer. Pet Dec 10. Shirley. Doncaster, Dec 28 at 12. Sugg, Sheffield.
Bird, Thos Matthew, Cheltenham, Gloucester, Photographic Artist. Pet Dec 8. Gale. Cheltenham. Dec 28 at 11. Boodle, Cheltenham.
Birdsall, Thos, Scarborough, Yorkshire, Milliner. Pet Dec 10. Leeds, Dec 27 at 11. Emsley, Leeds.
Blake, Jas, Newton Flotman, Norfolk, Butcher. Pet Dec 11. Palmer. Norwich, Dec 29 at 11. Atkinson, Norwich.
Brightmore, Joseph, Tideswell, Derby, Mason. Pet Dec 7. Hubbersty. Bakewell, Dec 24 at 10. Neale, Matlock.
Chalmers, John, Weston-super-Mare, Somerset, Builder. Pet Dec 9. Davies. Weston-super-Mare, Dec 28 at 11.30. Smith.
Ching, David Manning, Plymouth, Devon, Surgeon. Pet Dec 10. Pearce. East Stonehouse, Dec 29 at 11. Square, Plymouth.
Cocker, John Milne, Shaw, Lancashire, Armoury Serjeant. Pet Dec 11. Tweedale. Oldham, Dec 29 at 12. Ascroft, Oldham.
Cocker, Tom, Stockport, Cheshire, Joiner. Pet Dec 9. Coppock. Stockport, Dec 31 at 12. Burton, Manch.
Collin, John, Warrington, Lancashire, Broker. Pet Dec 10. Nicholson. Warrington, Jan 6 at 11. Bretherton, Warrington.
Collis, Andrew Miller, Milborne Port, Somerset, Coachman. Pet Dec 10. Messiter. Wincanton, Dec 29 at 11. Ellis, Sherborne.
Cook, Geo Dudgeon, Nottingham, Coal Agent. Pet Dec 11. Patchitt. Nottingham, Feb 9 at 10.30. Wood, Nottingham.
Courteep, Hy, Gloucester, Commercial Traveller. Pet Dec 9. Wilde Bristol, Dec 24 at 11. Cooke, Gloucester.

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Curtis, Lambert Geo, Lakeham, Norfolk, Engineer's Assistant. Pet Dec 11. Palmer. Norwich, Dec 28 at 11. Wicks, Norwich.
Davies, Richd, Much Wenlock, Salop, Coach Builder. Pet Dec 8. Madeley, Jan 12 at 12. Leake, Shifnal.
Davison, Thos Dryden, North Shields, Northumberland, Agent. Pet Dec 11. Ingledew. North Shields, Dec 28 at 10. Tinley & Co, North Shields.
Dixon, Joseph, Scotland-gate, Northumberland, Innkeeper. Pet Dec 10. Gibson. Newcastle-upon-Tyne, Dec 24 at 12. Bousfield, Newcastle-upon-Tyne.
Dowsing, Wm, Ipswich, Suffolk, out of business. Pet Dec 9. Pretyman. Ipswich, Dec 24 at 11. Hill, Ipswich.
Dunn, Jas, West Derby, & Geo Constantine Franghiadi, Lpool, Corn Brokers. Pet Dec 8. Lpool, Dec 28 at 11. Anderson & Collins, Lpool.
Dupre, Ferdinand, Manch, Apothecary. Pet Dec 10. Macrae. Manch, Dec 24 at 12. Storer, Manch.
Emanuel, Chas, Birm, Pawnbroker's Assistant. Pet Dec 10. Tudor. Birm, Dec 24 at 12. Fallows, Birm.
Emanuel, Lewis, Birm, Pawnbroker's Assistant. Pet Dec 10. Tudor. Birm, Dec 24 at 12. Fallows, Birm.
Fairley, John, Coventry, Watch Manufacturer. Pet Dec 11. Tudor. Birm, Dec 24 at 12. Minster & Son, Coventry; Reece & Harris, Birm.
Farmer, John, Ironbridge, Salop, Builder. Pet Dec 11. Hill. Birm, Dec 24 at 12. Smallwood, Newport; James & Griffin, Birm.
Fraser, John Fras, Aylesbury, Bucks, Nurseryman. Pet Dec 10. Watson. Aylesbury, Dec 20 at 10. Fell, Aylesbury.
Gale, Geo, Darlington, Durham, Bootmaker. Pet Dec 9. Bowes. Darlington, Dec 29 at 10. Steavenson, Darlington.
Gilbank, John, Raskelfe, Yorkshire, Farmer. Pet Dec 13. Leeds, Dec 27 at 11. Clarke, Leeds.
Gittins, Thos Jordan, Bridgnorth, Salop, Tobacconist. Pet Dec 11. Tudor. Birm, Dec 24 at 12. Brevitt, Darlaston.
Godfrey, Wm, Northampton, Carpenter. Pet Dec 9. Dennis. Northampton, Jan 1 at 10. White, Northampton.
Goodacre, Jas, Newark-upon-Trent, Nottingham, Furniture Dealer. Pet Dec 8. Newton. Newark, Dec 29 at 12. Belk, Nottingham.
Green, Chas, Egham, Surrey, Pork Butcher. Pet Dec 11. Gregory. Chertsey, Dec 31 at 2. Walls, Walbrook.
Grimmer, Chas, Harleston, Norfolk, out of business. Pet Dec 9. Lyus. Harleston, Dec 24 at 11. Kent, Beccles.
Hailwood, Richd, Manch, Baker. Pet Dec 9. Macrae. Manch, Dec 24 at 11. Hodgson, Manch.
Hansell, Geo, Gateshead, Durham, Grease Manufacturer. Pet Dec 9. Gibson. Newcastle-upon-Tyne, Dec 24 at 12. Joel, Newcastle-upon-Tyne.
Hardy, Joseph, Sheffield, Tailor. Pet Dec 10. Leeds, Dec 29 at 12. Roberts, Sheffield.
Harris, Hy, Shipston-on-Stour, Worcester, Corn Merchant. Pet Dec 6. Hill. Birm, Dec 24 at 12. Aplin & Saunders, Chipping Norton; Hodgson & Son, Birm.
Haworth, Hy, Burnley, Lancashire, out of business. Pet Dec 9. Hartley. Burnley, Dec 30 at 3. Parkerson, Burnley.
Hazelton, Wm John, Manch, Hosier. Pet Dec 10. Macrae. Manch, Dec 24 at 11. Chew & Son, Manch.
Heane, Wm, Cinderford, Gloucestershire, Surgeon. Pet Dec 9. Wilde. Bristol, Dec 24 at 11. Smith, Gloucester; Press & Inskip, Bristol.
Hodges, Richd, Tredegar, Monmouthshire, Earthenware Dealer. Pet Dec 10. Shepard. Tredegar, Dec 31 at 11. Harris, Tedegar.
Housman, Robt Fletcher, Lancaster, Farmer. Pet Dec 10, Macrae. Manch, Dec 24 at 11. Marsland & Addleshaw, Manch.
Howarth, Saml, Prisoner for Debt, Manch. Pet Dec 8 (for pau). Kay. Manch, Jan 12 at 9.30. Law, Manch.
Hughes, De Bosco, Derby, Painter. Pet Dec 8. Weller. Derby, Jan 12 at 12. Briggs, Derby.
Hughes, Owen, Eglwysfach, Cardigan, Slate Agent. Pet Dec 8. Howell. Machynlleth, Dec 29 at 10. Pugh, Dolgelly.
Hutchins, John, Bristol, out of business. Pet Dec 10. Wilde. Bristol, Dec 24 at 11. Press & Inskip, Bristol.
Illingworth, Saml, Hightown, Yorkshire, Schoolmaster. Pet Dec 11. Leeds, Dec 27 at 11. Harle, Leeds.
Insley, Francis, Burton-on-Trent, Staffordshire, Milkseller. Pet Dec 8. Hubbersty. Burton-upon-Trent, Dec 29 at 10. Perks, Burton-upon-Trent.
Jackson, Thos, Little Sutton, Warwickshire, Blacksmith. Pet Dec 9. Guest. Birm, Jan 7 at 10. Hodgson & Son, Birm, for Saddler & Eddowes, Sutton Coldfield.
Jackson, Wm Edwd, Woodsettin, Staffordshire, out of business. Pet Dec 10. Walker. Dudley, Dec 30 at 12. Sheldon, Wednesbury.
Jacomb, Fredk Wm, Huddersfield, York, Shareholder. Pet Dec 13. Leeds, Dec 27 at 11. Simpson, Leeds.
Johnson, Thos Rees, Lpool, Bedding Manufacturer. Pet Dec 11. Lpool, Dec 27 at 11. Nordon, Lpool.
Kenrick, Jas, Bishopston, Gloucestershire, Comm Agent. Pet Dec 8. Harley. Bristol, Dec 23 at 12. Clifton & Moseley.
Kenworthy, John, Mottram-in-Longdendale, Cheshire, Cotton Spinner. Pet Dec 10. Macrae. Manch, Dec 24 at 12. Clayton, Ashton-under-Lyne; Sale & Co, Manch.
Knight, John, Rochdale, Lancashire, Beerseller. Pet Dec 9. Jackson. Rochdale, Dec 30 at 10. Holland, Rochdale.
Ladmore, Geo, Lpool, Shipwright. Pet Dec 9. Lpool, Dec 27 at 11. Ritson, Lpool.
Law, John, Sheffield, Beerhouse Keeper. Pet Dec 9. Wake. Sheffield, Dec 23 at 1.
Letbe, John, Sunderland, Durham, Chemist. Pet Dec 10. Gibson. Newcastle-upon-Tyne, Dec 24 at 12. Steel, Sunderland.
Livingston, Peter Johnston, Brighton, Sussex, Dentist. Pet Dec 9. Evershed. Brighton, Dec 29 at 11. Mills, Brighton.
Lloyd, Alfred, Slough, Bucks, Saddler. Pet Dec 10. Darvill. Windsor, Dec 24 at 10. Smith, Windsor.
Marks, Saml, Brighton, Sussex, Commission Salesman. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.
Measor, Hy Robt, Brighton, Sussex, Greengrocer. Pet Nov 22, Evershed. Brighton, Dec 30 at 11. Runnacles, Brighton.
Metcalfe, John Lucas, Northampton, Bookseller's Assistant. Pet Dec 10. Dennis. Northampton, Jan 1 at 10. Becke, Northampton.
Michelson, Edwd, Birm, Warehouseman. Pet Dec 9. Tudor. Birm Dec 24 at 12. Fitter, Birm.
Miles, Thos, Llantrissant, Glamorgan, Farm Labourer. Pet Dec 10. Spickett. Pontypridd, Dec 28 at 12. Thomas, Pontypridd.
Miller, Geo, Brighton, Sussex, Engineer's Clerk. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.
Morris, Robt Wm, Prisoner for Debt, Walton. Adj Oct 18. Lpool, Dec 27 at 12.
Morriss, Jas, Ladderedge, Staffordshire, Beerseller. Pet Dec 10. Allen. Leek, Dec 30 at 11. Sutton, Burslem.
Nelles, Jas, Newcastle-upon-Tyne, Builder. Pet Dec 4. Gibson, Newcastle-upon-Tyne, Dec 24 at 12. Joel, Newcastle-upon-Tyne.
Newman, Richd, Leeds, Commercial Traveller. Pet Dec 10. Marshall. Leeds, Dec 29 at 12. Tempest, Leeds.
Oates, Wm, jun, Sheffield, Blade Forger. Pet Dec 11. Wake. Sheffield, Dec 29 at 1. Micklethwaite.
Ormrod, Hy, Manch, Candlewick Manufacturer. Pet Dec 13. Macrae. Manch, Dec 24 at 11. Ellithorne, Manch.
Oxley, Thos, Redcar, Yorkshire, Watchmaker. Pet Dec 9. Crosby. Middlesbrough, Dec 30 at 11. Brewster & Stubbs, Middlesbrough.
Page, Ambrose Gosling, Brighton, Accountant. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.
Pearson, Fras, Rosedale, Yorkshire, Butcher. Pet Dec 10. Jackson. New Malton, Dec 30 at 11. Walker & Langhorne, New Malton.
Peek, Hy, Sidford, Devon, out of business. Pet Dec 9. Stamp. Honiton, Dec 22 at 11. Jeffery, Ottery St Mary.
Penno, Edwd, Lanivet, Cornwall, Farmer. Pet Dec 8. Collins. Bodmin, Dec 29 at 10. Collins, Bodmin.
Perkins, John, Hyson Green, Nottingham, Blacksmith. Pet Dec 9. Patchitt. Nottingham, Feb 9 at 10.30. Brown, Nottingham.
Phillips, Jas, Barnstaple, Tailor. Pet Dec 8. Barnstaple, Dec 24 at 12. Finch, Barnstaple.
Piercy, Thos, Calstock, Cornwall, Market Gardener. Pet Dec 11. Bridgman. Tavistock, Dec 20 at 11. Luxton & Son, Tavistock.
Platt, Herbert Walter, Prisoner for Debt, Haverfordwest Castle. Adj Nov 20. Wilde. Bristol, Dec 24 at 11.
Pocock, Jane Sarah, Winchester, Tobacconist. Pet Dec 9. Godwin. Winchester, Jan 12 at 11. Hollis, Winchester.
Pollitzer, Wm Sigmund, Brighton, Merchant. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.
Potter, Wm, Prisoner for Debt, Lancaster. Adj Nov 18. Hulton. Salford, Dec 29 at 9.30.
Reed, Robt, & Agnes Reed, Birkenhead, Cheshire, Milliners. Pet Dec 9. Lpool, Dec 24 at 11. Litty, Lpool.
Rowley, Edwin, & Thos Whittingham, Burslem, Stafford, Builders. Pet Dec 11. Tudor. Birm, Dec 24 at 12. James & Griffin, Birm.
Rowley, Thos, Leicester, Mattrass Maker. Pet Dec 9. Ingram. Leicester, Jan 8 at 10. Durrant, Leicester.
Rust, Robt Anderson, Lewes, Sussex, out of business. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.
Scott, Danl, Ossett, York, Shopkeeper. Pet Dec 9. Nelson. Dewsbury, Dec 30 at 3. Stringer, Ossett.
Sharp, Robt Rushton, Halifax, York, Coal Dealer. Pet Dec 10. Rankin. Halifax, Dec 24 at 10. Thomas, Halifax.
Smale, John, Aberdare, Glamorgan, Gardener. Pet Dec 8. Rees. Aberdare, Dec 28 at 10. Rosser, Aberdare.
Smith, Eliz, Bradford, Yorkshire, Shopkeeper. Pet Dec 10. Bradford, Jan 7 at 9.15. Harle, Bradford.
Smith, Saml, Derby, Joiner. Pet Dec 2. Weller. Derby, Jan 12 at 12. Heath, Derby.
Spencer, Wm, Bingham, Notts, Licensed Victualler. Pet Dec 10. Patchitt. Bingham, Jan 12 at 10. Buttery.
Spencer, Geo Holme, Sheffield, Licensed Victualler. Pet Dec 10. Wake. Sheffield, Dec 29 at 1. Fernell, Sheffield.
Stott, Thornton, Hollinroyd Wood, Yorkshire, Traveller. Pet Dec 9. Nelson. Dewsbury, Dec 30 at 3. Scholes & Brearey, Dewsbury.
Swanson, Wm, Manningham, Yorkshire, out of business. Pet Dec 9. Bradford, Jan 7 at 9.15. Hutchinson, Bradford.
Taylor, Jabez, Hanley, Staffordshire, Stationer. Pet Dec 30. Challinor. Hanley, Dec 24 at 11. Welch, Hanley.
Taylor, Fras, Lancaster, Tin-plate Worker. Pet Dec 8. Dunn. Lancaster, Dec 24 at 10. Hall & Son, Lancaster.
Taylor, Ellen, Poole, Teacher of Music. Pet Dec 11. Dickinson. Poole, Dec 28 at 11. Moore, Wimborne.
Thrale, Chas, Newark-on-Trent, Nottingham, Stonemason. Pet Dec 8. Newton. Newark, Dec 29 at 12. Belk, Nottingham.
Toon, John, Derby, Shoemaker. Pet Nov 30. Weller. Derby, Jan 12 at 12. Briggs, Derby.
Troughton, John, Barrow-in-Furness, Lancashire, Coal Dealer. Pet Dec 9. Poslethwaite. Ulverston, Dec 30 at 10. Relph, Barrow-in-Furness.
Turner, Saml, Stockport, Cheshire, out of business. Pet Dec 10. Macrae. Manch, Dec 24 at 11. Burton, Manch.
Turner, Wm Wright, Nottingham, Druggist's Assistant. Pet Dec 11. Patchitt. Nottingham. Feb 9 at 10.30. Cranch, Nottingham.
Tutt, Geo, Ninfield, Sussex, Assistant Road Surveyor. Pet Dec 11. Young. Hastings, Dec 29 at 11. Hillman, Lewes.
Verity, Chas Hy, Bristol, Insurance Agent. Pet Dec 8. Harley. Bristol, Dec 23 at 12. Benson & Elletson.
Wadsworth, Wm Fellows, Blackpool, Lancashire, Chemist. Pet Dec 11. Lpool, Dec 28 at 12. Browne, Lpool.
Walker, Wm, Kirby Moorside, Yorkshire, Tailor. Pet Dec 10. Simpson. Helmsley, Jan 14 at 12. Dale, York.
Wilford, John, Burton-on-Trent, Staffordshire, Yeast Merchant. Pet Dec 11. Hill. Birm, Dec 24 at 12. Wilson, Burton-on-Trent.
Williams, John Pritchard, Weston-super-Mare, Somersetshire, Painter. Pet Dec 9. Davies, Weston-super-Mare, Dec 28 at 11. Smith.
Winter, Hy, Brighton, Sussex, Financial Agent. Pet Dec 7 (for pau). Blaker. Lewes, Dec 23 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 10, 1869.

Bullock, Wm Edwd, Boulogne-sur-Mer, France, no occupation. Dec 8.
Cavitt, Thos Emmerton, Hatton-garden, Wholesale Ironmonger. Dec 10.
Roberts, David, Taly-cafn, Denbigh, Publican. Dec 1.

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TUESDAY, Dec. 14, 1869.

Enoch, Jas, Abingdon, Berks, Matting Manufacturer. Dec 10.
Rawkins, Jas, Holborn-hill, Hosier. Sept 15.

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Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
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The Solicitors' Journal.

LONDON, DECEMBER, 25, 1869.

AS FAR AS popular feeling is concerned, it is undoubtedly fortunate for the Overend & Gurney directors that their trial did not take place two years ago. For the first twelve months after the stoppage of the company it would have been scarcely inaccurate to describe them as the most unpopular men in England. Every outburst of strong feeling, however, is followed by a revulsion, in addition to which there have been other causes tending to withdraw public sympathy from the prosecution. The verdict delivered on Wednesday has taken no one by surprise; and setting aside the intrinsic merits of the case, the advantages of advocacy and skilful conduct were all on the side of the defence. A particularly unfortunate blunder was made by the prosecution in bringing into the witness-box wholly unnecessarily, a witness whom the defence had been longing to call.

The charges on which the defendants were arraigned resolve themselves practically into a charge of conspiring to commit the offence marked out in section 84 of the Larceny Act, under which every director who makes or concurs in making any written statement or account which he knows to be false, with intent to cheat or defraud any shareholder or creditor, or to induce any person to become a shareholder, is rendered guilty of a misdemeanour.

Conspiracy is a very wide and vague offence almost, if not quite, incapable of receiving a definition. It is not enough to say that any conspiracy to do an unlawful act is criminal, for this would by no means include all cases. An act may be not criminal if committed by one person, it may not even be an act the commission of which would subject the person committing it to the payment of damages on a civil action; and yet, if several persons combine to commit the same act, the combination may be indictable as a conspiracy. Thus it has been held to be a conspiracy to combine to hiss an actor, although a single individual might hiss him without incurring any liability whatever. In the present case the joint offence, if any, was an act which would have been an offence if committed by a single person, because it had already been made an offence by statute. It would have been enough to secure a conviction if the prosecution had proved that the defendants combined to put forth a wilful misstatement in order to induce any person to become a shareholder, and in proving this it would have been sufficient to prove an intent decided against the public generally, and acted on by some individual. It would also, as we think, have been sufficient to show that the misstatement was made, not necessarily with express knowledge of its falsehood, but in wilful ignorance of the facts, upon the principle on which a man might be convicted for knowingly receiving stolen goods if he wilfully closed his eyes against strong cause for suspicion. Happily it is not necessary for us to venture on the troubled sea of figures which appalled even the Lord Chief Justice himself. A complete investigation of the case has shown clearly enough that there was no misstatement or concealment sufficient to support the charge. The accusation founded on the existence of two separate deeds falls completely to the ground: the utmost that can be said against the directors is, that they believed they had a business which, though it had been mismanaged, had in it the elements of success, and would succeed with new capital; but that, if they had given the public the materials on which they formed that opinion, the public would not have found the capital.

The Lord Chief Justice observed, in the course of his charge, that certain of the counts, were not maintainable as to persons who had purchased their shares in the market. This introduces a principle akin to that laid down by Lord Romilly, in *Duranty's case* (26 Beav. 268), that misrepresentation by directors will entitle a shareholder to repudiate shares purchased in the market, though it entitles him to get rid of an original allotment. This has long been recognised as a fixed principle and was re-affirmed in *Oakes* v. *Turquand*. The principle purports to be that there is in the former case no privity between the company and the purchaser of the shares. We cannot, however, help doubting the propriety of extending its operation to criminal charges like the present. If the intention is to induce A. B., as one of the public, to become a shareholder, by inserting in a prospectus false puffs of the company, the plan may succeed either by A. B.'s applying for shares direct, or by his buying shares of somebody else. The credit of the company has been wrongfully raised to such a height that A. B. takes the shares wherever he can get them; and if the intent was to raise the credit of the company, so that the public generally might be induced to become shareholders, it should matter nothing whether a man goes straight to the company's office for an allotment, or buys from anyone who will sell. There is a perceptible difference between a criminal case depending on the criminality of the intent and a civil one turning on the nature and results of the contract of membership.

Lord Hatherley has already held that there is no equitable remedy against the directors, and as they have now been acquitted on the criminal charge, it is probable that no further proceedings will be taken. The only proceedings now remaining open would be an action for misrepresentation, which, in the face of what has been shown at the late trial, could not hope to succeed—or an action on the case for negligence in investing the capital of the company in the purchase of a very bad bargain. The directors will probably be vexed no further. Concurring, however, as we do, most unreservedly, in the verdict just pronounced, we cannot sympathize in the smallest degree with the acclamation with which it was received by many of those who heard it. Although no legal fraud has been committed, yet, let the matter be put how it will, there remains this—that the directors had no right to invite the public to come into the business without informing them fully of its condition. Admittedly, the directors believed that with the new capital a success would be achieved for themselves and the shareholders, but those whom they invited to join them ought to have been placed in a position to judge of that question for themselves.

WHERE, as in England, there is no public prosecutor, but the duty of bringing to justice offenders against the State is thrown upon private individuals, it is evidently of the utmost importance—indeed, it is absolutely essential for the working of the system at all—that provision should be made for re-imbursing to prosecutors all expenses reasonably incurred in prosecutions properly undertaken by them. It is, important, therefore, that any defects or inconsistencies in the law upon this subject should be fully understood; and on at least two occasions lately the matter has been before the Courts.

Application was made to the Lord Chief Justice on Wednesday last for a certificate entitling the prosecutor

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in the case against the Overend-Gurney directors to be repaid by the county the costs of the prosecution; and the Chief Justice—while he gave the reasons for which, if he had had the power, he would not have made the order asked for—further pointed out that, inasmuch as the case had been removed into the Queen's Bench by *certiorari*, he had, in fact, no such power. There is no doubt, we fear, upon the authority, that the Lord Chief Justice was right in his view. But it is a very grave and very mischievous anomaly that, because the accused think fit to change the tribunal, the prosecutor, however proper the prosecution, should be burdened with the costs.

As a general rule every prosecutor becomes such by his own act and of his own free will; but there are some cases in which a man may be compelled to prosecute. For instance, under section 223 of the Bankruptcy Act, 1861, an assignee in bankruptcy may be directed to prosecute the bankrupt for certain offences if committed by him, and the same section provided very properly, not only that the prosecutor in such a case should be allowed his expenses, to be paid by the county in the ordinary way, but also that any expenses incurred by him, and not allowed in this way, should be paid out of the fund, known as the Chief Registrar's Account. And the importance of this provision for extra costs beyond those strictly allowable on taxation will be at once understood by any one familiar with legal proceedings of any kind. But by the Courts of Justice (Salaries and Funds) Act of last session (32 & 33 Vict. c. 91), this fund with others was transferred to the National Debt Commissioners. It is true that by section 13 it is said, that amongst other things, "all sums payable, &c., out of any of the stock and cash transferred under this Act, &c., shall be paid out of moneys provided by Parliament for the purpose." And it is possible that this section may be wide enough to cover the case in question; but, practically, there is, we believe, no doubt that, since the 1st October last, when the Act came into operation, there has been no fund out of which extra costs incurred by one directed to prosecute under the Bankruptcy Act, 1861, can be paid. Of course, under that Act, the difficulty will exist only till the 1st January next, but the case will remain much the same under the system which is then to come into operation. By section 16 of the Debtors Act (32 & 33 Vict. c. 62) a trustee may be ordered to prosecute a bankrupt, and, by section 17, he is in such case to be allowed his costs. But no provision is made for extra costs. We fear that this will interfere materially with the efficiency of prosecutions under the Act.

THE APPEAL FROM THE DECISION of Vice-Chancellor James to wind up the Family Endowment Society—one of the companies amalgamated by the Albert—at the instance of an annuity holder, was heard this week before the Lord Chancellor and Lord Justice Giffard, when judgment was reserved, the Lord Chancellor observing that the point was one of great importance as governing so many cases. The decision will probably be delivered at the beginning of Hilary term. It is to be wished, for the settlement of doubts, that the same question had been raised in the case of a policy-holder.

THERE IS SOMETHING REMARKABLE in a letter published in the *Times* of Monday from Mr. R. Dawson, the attorney for the Overend & Gurney prosecution. The *Times* having accidently omitted from its report the name of Mr. Yelverton, the second of the junior counsel for the prosecution, the attorney writes to request that the omission may be supplied. There was nothing very remarkable in this, but the attorney goes on to give Mr. Yelverton the benefit of a gratuitous certificate that he has "most assiduously attended to my instructions throughout," adding that to this junior his two leaders owe their briefs. Generally speaking, the leading counsel owe their briefs to the attorney, and not to their junior, who, in the present case, is stated to have "introduced" Dr. Kenealy and Mr. Macrae Moir to Mr. Dawson. The principal remark, however, which we have to make upon this piece of correspondence is the following:—When a puff is published the reader ought to be told who makes it, as an index to its value. Having taken an opportunity of advertising the world that Mr. Yelverton had "most assiduously attended to his instructions," Mr. Dawson might in candour have stated that Mr. Yelverton is his own son.

THE *Economist* thinks that joint-stock companies should be obliged to publish their articles of association, and all documents referred to therein. We made a similar proposal some years ago, and still hold the same opinion. Intending shareholders, of course, can always, if they choose, "inspect" these documents; but it is a very different thing to read a document at your leisure in a printed copy. It may be said that the public would gain nothing, since experience shows that in making their investments they pay no attention to anything but their own fancies. Admitting all that can be urged on this score, and crediting the public with what is undoubtedly their due, gross carelessness, we still think that all these things may be exaggerated. Further than this, as our contemporary has pointed out, persons who will take no thought for themselves attend to the observations of the press, and, with the opportunities which such publication would afford, the press might make itself a very efficient censor of new undertakings.

THE ARMY AND THE LAW OF LIBEL.

The important decision of the Court of Queen's Bench in *Dawkins* v. *Lord F. Paulet*, on which we have already briefly commented, deserves the minute and attentive consideration of all who are interested in the development of constitutional law. According to the old fiction, each new proposition laid down by a superior court is nothing but the articulate embodiment of the mysterious treasure of common law which is supposed to be "in the breast of the judges." Yet there can be no doubt that judge-made law is often as entirely new as a legislative enactment. And of this unquestionable truth there could hardly be a more conclusive proof than the recent decision in the case of Colonel Dawkins. If the opinion of the majority of the judges be really law, an officer in the British army will for the future find himself, in many important respects, only one remove from an outlaw. Redress before the ordinary tribunals of the country will be denied him. For a civil wrong done to him by his superior in rank, he will have to seek such satisfaction as he may be able to obtain at the hands of a military court.

The recent case was decided upon demurrer, and for the purposes of the judgment all the allegations contained in the pleadings must be taken to be true. If they are capable of being borne out by the evidence, and the plaintiff is nevertheless unable to recover, his plight is indeed a sad one. His is emphatically one of those hard cases which it has been said make bad law. Let us see whether in this instance the opinion of the Chief Justice, who dissented from the rest of the Court, really is bad law, or whether it may not perhaps be supported as being in accordance with principle and not absolutely opposed to authority.

The declaration was for libel, and stated that the plaintiff was an officer in the army, and held a commission as captain in the Coldstream Guards, and that the defendant falsely and maliciously wrote and published of the plaintiff certain letters (which were the libels complained of) whereby the plaintiff lost his commission. The letters were, *primâ facie*, of a defamatory and injurious nature.

To this declaration the defendant pleaded that he was the superior military officer of the plaintiff, and the plaintiff was under his command; that it was his duty, as such superior military officer, to forward to the adju-

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tant-general of the army certain letters written and sent to him, as such superior officer, in relation to their military conduct, duties, and qualifications by the officers under his command, and to make, for the information of the Commander-in-Chief, reports in writing to the adjutant-general on the subject of such letters; and the defendant, as such superior officer, had received from the plaintiff certain letters in relation to the military duties of the plaintiff, and to certain orders received by the plaintiff as such officer, and to his conduct and competence and fitness for his duties as such officer, in which letters the plaintiff requested that the same might be forwarded by the defendant to the adjutant-general for the information of the Commander-in-Chief of the army; and thereupon the defendant, in the ordinary course of his military duty as such superior officer, and because it became and was necessary and incumbent upon him, by his duty to her Majesty as such superior officer, so to do, and as an act of military duty, and not otherwise, forwarded the letters to the adjutant-general; and, for the information of the Commander-in-Chief, when forwarding such letters, made certain reports in writing in relation to the letters of the plaintiff, which are the letters of the defendant, and the writings and publishings complained of.

The plaintiff replied to this plea that the words in the declaration mentioned were written and published by the defendant with actual malice, and without any reasonable, probable, or justifiable cause, and not *bonâ fide* or in the *bonâ fide* discharge of the defendant's duty as such superior officer. The defendant demurred to the replication, on the ground that no action was maintainable against him in respect of words written and published under the circumstances alleged in the plea, even though they were written and published maliciously, and without reasonable or probable cause; and the Court (Mellor, Lush, and Hayes, JJ., Cockburn. C.J., dissenting) sustained the demurrer.

Now, upon the general principles of law, apart from any special rules which may govern the army, Colonel Dawkins would be certainly entitled to a verdict, if he succeeded in proving the facts stated in his replication. Express malice is, generally speaking, a good answer to the defence of privilege. A privileged occasion protects an ordinary person only within the limits of the *bonâ fide* discharge of his duty. Thus, a master may and of course is bound to give a bad character to a bad servant. But if he should maliciously do so he will be liable to an action. Nay, further, so jealous is the law that the good repute of nobody should be unjustly taken away, that "privilege" will not protect violent or extravagant assertions beyond what the particular occasion may justify. A good example of this will be found in *Fryer* v. *Kinnersley*, (12 W. R. 155), where the defendant, a member of the Horticultural Society, had hired the plaintiff as a gardener on the recommendation of the manager of the society. Subsequently, the defendant dismissed the plaintiff, and wrote to the manager that "Fryer was extremely violent, came towards me several times with an open clasp-knife in his hand, and eyes starting from the sockets with rage, a perfect raving madman." The jury, in an action of libel based on this letter, found that it was libellous but written *bonâ fide*, and not maliciously, and the question whether it was under these circumstances privileged or not was afterwards argued in the Court of Common Pleas. But the judges passed this question by, saying that whatever might be their opinion on it was not material, inasmuch as by the vehemence of the defendant's expressions he had, although acting *bona fide* and not maliciously, put himself outside the protection with which he might otherwise have been clothed.

But is there anything in the constitution of the army which should exclude soldiers from the operation of these general principles of law? It is replied that there is; that the army stands outside all our ordinary institutions; and that by the Mutiny Act and Articles of War, a subordinate who is injured by his superior must seek his remedy from a military court of enquiry. The immunity from civil action enjoyed by the superior is also likened to that enjoyed by a judge or by jurors, an analogy which is obviously too imperfect to be worth much. A superior officer who forwards a report to the adjutant-general reflecting on a subaltern is much more like a prosecutor than a judge. Then, again, it is objected that a jury are an incompetent and unfit tribunal to try questions which may involve minute inquiries into military matters. The answer to this objection made by the counsel for the plaintiff in *Sutton* v. *Johnstone* (1 T. R. 493), appears irresistible. "The argument," he observed, "on the incompetency of juries to try questions of this nature [the action there was by one naval officer against another for malicious prosecution] is not entitled to much weight when it is considered that almost all the injuries which one individual may receive from another, and which are the foundation of numberless actions, involve in them questions peculiar to the trades and conditions of the parties. In an action against a surgeon for negligence the question may turn on a nice point of surgery; but the jury must attend to the witnesses, and decide according to their number, professional skill, and cause of knowledge; for, *cuilibet in suâ arte credendum est.* In an action on a warranty in a life policy physicians must be examined. Many questions, even of navigation, must occur which must necessarily be decided by a jury, as in a case under the Hovering Act (24 Geo. 3 c. 47), when unavoidable necessity is to exculpate; so in cases of deviation on policies of insurance, or in cases of seaworthiness, or when one ship runs down another at sea by bad steering. Yet those actions are much more difficult, because they depend solely on questions of navigation. But the gist of the present action is malice and want of probable cause, which cannot involve any question of navigation or sea fighting, and the present verdict was not founded on any such evidence." We might summarise these remarks by saying that the *professional* incompetency of a jury is, in fact, the very measure and test of their *judicial* competency. Who would impanel a jury of doctors to try a charge of *malpraxis?* They would be admirable and necessary witnesses in such a case; but their professional and technical knowledge would stand in the way of their being impartial judges of the facts. The function of a jury is to find out the truth in each particular case which comes before them from the evidence, and that alone, and the fewer preconceived notions of what the truth is they bring into the box with them the better will they do their duty.

There only remains to be considered the proposition that the army is under the provisions of the Mutiny Act and Articles of War, or ought to be upon grounds of public policy entirely without the law. Such appears to be the opinion as to its position of the majority of the Court of Queen's Bench; and as that opinion was necessary to their decision, it is now law, as far as a court of first instance can make it so, that no action for defamation or, indeed, any other tort to the person will lie in a civil court at the suit of a subaltern against his superior officer. In other words the subaltern has no remedy at all, for, practically, it would be a mere mockery of justice to appeal in such a case to a military court. It is scarcely probable that this conclusion will be acquiesced in without an appeal to a court of error, especially when it is remembered that the present state of the authorities in the courts below is conflicting. Very few have been the cases in the reports in which the *status* of military or naval officers has even been discussed, and, as far as we are aware, there are only two in which it has been actually adjudicated on; the one now under our consideration and the great case of *Sutton* v. *Johnstone* to which we have already referred. So far as that case definitively decided any question of law it is in direct conflict with the present decision. The Court of Exchequer distinctly held in a considered judgment that an action *would* lie by a sub-

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ordinate against a superior officer for a wrongful act done in the course of discipline, if done *malâ fide*. Their observations on the policy of allowing such an action are worth quoting—"Cases may be put of situations so critical that the power (of the superior) ought to be unbounded; but it is impossible to state a case where it is necessary that it should be abused; and it is the felicity of those who live under a free constitution of government that it is equally impossible to state a case where it can be abused with impunity. The counsel for the defendant were disposed to agree to this general doctrine, provided that the question was not to be discussed in an action at law which unavoidably brings the inquiry into a matter of fact before a jury. We enter into all the difficulties in the situation of an officer whose honour and fortune may come to be so staked. But considerations of this nature cannot exclude the established jurisdiction of the country. Men of honour will do their duty, and will abide the consequences."

This portion of the judgment was not overruled on appeal, although Lord Mansfield did, it is true, on behalf of Lord Loughborough and himself, intimate dissent from it. According to their view the plaintiff should have sought a remedy from a military tribunal "capable of understanding that the first, second, and third part of a soldier is obedience." For this or other reasons they "leant" against introducing the action; but the judgment adds "there is no authority of any kind either way . . . . and, therefore, it must be owned the question is doubtful. According to our opinion it is not necessary to the judgment in this case." And they proceed to decide against the plaintiff on the facts. We should add that the opinion above expressed against the action was assented to at *Nisi Prius* by Mr. Justice Willes in *Dawkins* v. *Lord Rokeby* (4 F. & F. 806). The authorities therefore now stand thus; for the plaintiff, *Sutton* v. *Johnstone*, in the Court of Exchequer, and the judicial *dictum* of Chief Justice Cockburn in *Dawkins* v. *Lord F. Paulet*; for the defendant, *Dawkins* v. *Lord F. Paulet*, in the Court of Queen's Bench, and the judicial *dicta* of Lords Mansfield and Loughborough in the Court of Error in *Sutton* v. *Johnstone*, and of Mr. Justice Willes in *Dawkins* v. *Lord Rokeby*. The balance of opinion, though not of decision, therefore, at present inclines somewhat in favour of the defendant. We shall await the further progress of the case with much interest. No doubt it is true, as Mr. Justice Mellor remarked, that a man may do his duty maliciously, but the real question seems to be whether the act done, when malice is the governing or only motive, does not cease to be an act of altogether. Malice, like violence of language, can undoubtedly in ordinary cases, turn what may be *primâ facie* lawful into what is unlawful; and, this being so, the only safe ground for the recent decision is that, by becoming soldiers, men, for some purposes, are deprived of their rights, and set free from their liabilities as citizens.

LEGAL REPORTING.

[COMMUNICATED.]

It does not require any great acuteness to see that whatever may be the advantages of the present system of reporting in courts of law, there are some disadvantages to counterbalance them. It needs no argument to prove that there should be free trade in reporting. Every one who thinks he can command the confidence of the profession has a right to sit in a court and take notes of what goes on there, and if he cares to do so to publish them for general use. The penalty on him if he is inaccurate in reporting legal cases will be that his work will not sell, though if he be reporting for a newspaper, the penalty if there be one, is less certain in its operation. At present we are only concerned with the former case, and, since reporters vary as other men in capacity, it is evident that if four or five sets of reports obtain the substantial support of the profession, there is every likelihood that the reports will differ in merit, and if one set of reports could secure a preponderance of talent that they would drive the others from the field. The fact is, however, otherwise, and able and indifferent reporters seem pretty fairly balanced. Reporting is of two general kinds; there is the *verbatim* reporting and that which consists in giving a succinct account of what has occurred instead of setting out matters, arguments, and judgments at length; the latter of these under the present system is on the whole preferable, and for these reasons.

"The energy that it requires for a judge to hold his tongue" has become a proverbial saying, and, except in the rare instances where a counsel is listened to without interruption, the general tone of a judge's mind appears to the listener to be in almost every case opposed to the particular side of the question which is being supported at the time. It is natural that this should be so; the trained mind of the judge is endeavouring to pick holes in the advocacy of either side, as a means of arriving ultimately at the just conclusion between conflicting arguments. Hence remarks and scattered *dicta* are in verbatim reports interspersed throughout the arguments on one side or the other, frequently led up to by trains of thought common to judge and advocate, but unexpressed in words, and frequently simply interrogations which lose their character when divorced from inflexion and voice, and sometimes (for judges are human) unconsidered or petulant expressions which are produced by some passing thought. That such expressions should find their way into reports is a matter for regret; still more so when, as there is danger of their doing, they find their way into head-notes. Great judgment in such cases is required in the reporter, and the practice of lengthy verbatim reports is not the best training for such judgment. Where the *dicta* are incorporated in the judgment the evil of repetition arises, an evil already great enough in most cases. Thus a Court composed of four members sits in banco and delivers oral judgment in a case: at the conclusion of the argument all the judges usually take part in the decision, even where they all agree in the main. Here repetitions cannot fail to arise; indeed there are but few judges on the bench who do not repeat themselves. Are these repetitions necessary in the report?

It would, perhaps, be impossible to insist that in every case in which judgment is given there should be a written memorandum of the judgment and the reasons given by the Court, but the conclusion suggests itself that (on the common law side, at all events) it would be to the interest of the profession if in all cases of oral judgment one judge, and one only, were to give the decision of the Court, as is the case in the Privy Council. One incidental good effect of this might possibly be that more of the judgments would be considered and written, when otherwise a judge would only, as a rule, give judgment through the presiding judge.

To return from this digression, the difficulties of the reporter are by no means confined to the judgment; what is called, by courtesy, the argument generally presents more than enough—consisting, as it too often does, of mere strings of cases, bearing more or less on the subject under discussion. This is a vice which seems on the increase—the eager desire for cases may arise from defective training, from that training which consists in accumulating materials, and neglects the faculty of applying them—or it may arise from the too-often repeated demand from the Bench for authority, or from a mistaken notion that it is impossible to comply with such a demand without citing a case. Whatever the reason, the substitution of cases for argument is a matter that every beginner will do well to avoid, as he is sure to do if he takes for his models the ablest, not necessarily the most successful, leaders at either Bar. Some one may be inclined to ask what advice to beginners has to do with reporting. Indirectly it has a great deal to do with the subject, since the better the argument the easier the duty of the reporter, and the

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better, if he has any head on his shoulders, his report. It is in the interest of the future generation of reporters, and, therefore, of the future generation of lawyers, that this advice is given. It has been said that an artist can put no more intellect into his picture of a sitter than he himself possesses. Whether this is an extreme case or not, it applies, in a great measure, to this subject. A man must understand what goes on before him before he can interpret it for the benefit of others. This may be one reason for the assertion sometimes made that shorthand is the reverse of advantageous to reporters. Except when the familiarity with the symbols used is perfect some portion of the mind is diverted from the subject to the symbol. Where there is no such perfect familiarity, that undercurrent of the mind which is engaged in adapting or assimilating each word or idea as it is uttered to those that preceded it is broken in upon and diverted to the mere mechanical process of translating the word or idea into the symbol which is to represent it. It may be said, on the other hand, that the art of a reporter is to accumulate materials which he may arrange at a future time; but this is not the whole truth. Unless there are qualities of mind which enable him to take in at the time all the ideas and views presented, his ultimate report will be a mere *congeries* of other people's ideas taken down in and reproduced from a note-book, instead of the living resultant of the whole, fresh from his own mind. Probably, therefore, those reports are best in which there is no attempt to produce *verbatim* arguments, and in which the remarks or *dicta* of the judges are seldom to be found. The great difficulty of reports is in the head-note. Here the power or weakness of the reporter displays itself to anyone who will institute a comparison between the case as reported and the epitome of it which is termed the head-note. It may happen that a reporter may perfectly understand a case, and yet be unable to express the pith and essence of it shortly in a manner that is intelligible and clear; but this power is essential to good reporting, and is nearly as important as the accuracy, which is the first essential. As a rule the device of calling in the aid of the letters of the alphabet to explain the relative positions of the parties is an indication of the want of this power, though of course this rule is not of universal application.

Written or considered judgments of the Courts greatly facilitate the duties of a reporter, and relieve him of much responsibility, containing, as they do in general, statements of the facts on which each judgment is founded, and the arguments on which reliance is placed. From the nature of things the required head-note may frequently be found in the words of the judgment re-produced verbatim, and in such cases the task of reporting is of the easiest. This ought not to be advanced as an argument in favour of such judgments; but on other grounds it is much to be regretted that Courts do not, much more frequently than at present, take time to consider, or which is every bit as important, to express their judgment. It is not given to every one, not even to all judges, to express happily, and without vagueness or irrelevancy, his or their views on a question of fact depending on evidence and capable of hours of argument *pro* and *con*. It is certainly not easier where the matter is one of law, great as is the power of our judges, especially that most striking power of summing up evidence which many of them possess. Any shorthand writer's note of an oral judgment in *banco* would convince an impartial mind that there was, to say the least, danger of falling into the mistakes we have mentioned. Rapid dispatch of business is a great point, but it may sometimes be bought too dearly, and there is no disrepect to the Bench in saying that all should welcome any indication of a determination on the part of the Courts to deliver written instead of oral judgments wherever the importanceof the matter warrants, or rather demands, this extra trouble, and not as now, only in those cases the solution of which is not apparent at the time, or in which there appears at the hearing to be a difference of opinion among the presiding judges.

With respect to the cases reported, the tendency is rather to report too many than too few cases. It requires both energy and independence to refuse, on your own responsibility, to report a case on the ground that it is of no importance, where another reporter takes a different view, and where the boundary line is often rather fine. In short, it is easy to find reasons why a case should be reported, and the result is too many cases which cannot be noted up. Noting up is no bad test of the value of a report.

It is obvious that with these difficulties and these requirements reporting—that is, good reporting—is no easy task. That the work can be got through on conditions much less exigent than those we have indicated is true enough, and is also plain from the unequal nature of the reports themselves; but an attempt has been made to indicate the standard at which those who intend to report—either for any reports or for their own instruction and exercise—should aim, and the standard which the profession should require. The occupation is one that forms an admirable training, but it is not perhaps of so inviting a nature that many without the sense of responsibility that attaches to reporting officially will find they have perseverance or energy to go through with it.

The reader must be left to point what moral there is in these remarks for themselves. Examples are obviously out of the question, but as good reporting is of vital importance not only to lawyers but to legislators, who should know what the existing law is before they supplement it with new law, some service will have been done if the profession have been in any way assisted in arriving for themselves at a conclusion of what does or what does not constitute a good report.

GENERAL CORRESPONDENCE.

The Jurisdiction of the County Courts.

Sir,—In my last letter on the Jurisdiction of the County Courts, I pointed out in some detail the manifold incongruities which have been introduced into the system by successive changes of the law, and I certainly stated more than enough to prove that it was impossible, with any show of legislative consistency or common sense, to let matters remain as they are. There is no need to travel far in search of the cause of these anomalies. When, in 1846, the county courts, in their modern form, were established, the object of the experiment was to get rid of the abuses which clung, like burrs, to the old courts of request, and to set on foot a simple, cheap, and uniform mode of procedure for the recovery of "small debts and demands." A claim of £20 at common law was the limit of the jurisdiction; the judges —I speak in all respect for those able functionaries— were not, at least as a rule, selected from the leading members of the profession; the salaries were insufficient to tempt from even the back benches of Westminster Hall rising talent of a high order; and, in short, the tribunals were expected, if they were not intended, to become useful, hardworking, but somewhat "low" machines for evolving a rough and ready justice. The system came into operation, and no sooner was the gear put into good order than it was found to work smoothly, steadily, and well. The suitors appeared satisfied, and the public was loud in its praise. Confidence, which is proverbially "a plant of slow growth in an *aged* bosom," found, indeed, no congenial soil in the breasts of our venerable judges, who, from time to time, were wont to excite the merriment of the bar by levelling playful taunts at "county court justice;" but these very taunts were caught up by the public as indications of the way the wind was blowing, and "outsiders" were induced to suppose that tribunals used as whetstones for judicial wit must possess some dangerous merit. Men began to ask why functionaries, who were found to give satisfaction in small matters, might not be entrusted

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safely with trials of more importance; and they even had the hardihood to doubt whether special pleading, which was ignored in the local courts, was really of the essence of wisdom. Ominous questions of this revolutionary nature were actually heard in the House of Lords as coming from the lips of the most eminent ex-Chancellors, and what is more, they received no satisfactory answer from any quarter. What wonder, then, that the county court, after the experience of a few years, was deemed a success? Like the tribe of Issachar, it was the "*strong* ass crouching down between two burdens," and almost every young legislator for the last fifteen or twenty years has thought that he was doing good service by heaping on its broad shoulders some additional load. No attempt at method, or system, or consistency was made, for unfortunately, in these days, there is no Minister of Justice, and consequently, every member of Parliament does that which is right in his own eyes. Anomalies are sown broadcast, and the country reaps its reward.

I have gone into these details respecting the rise and progress of the county court system, because they appear to me to furnish the best answer to the question of the Judicature Commissioners, whether it be desirable to *lessen* the jurisdiction of the county courts. That jurisdiction is now more than double what it originally was at common law, while a large jurisdiction in equity, admiralty, and bankruptcy proceedings has been conferred on the courts. Abler judges have been appointed, the salaries have been largely augmented, the business has greatly increased, and there is not the slightest indication of any withdrawal of confidence in the courts on the part of the public. On the contrary, they now probably stand higher in popular favour than they ever have done, and he must be a bold man who, in the face of these facts, should paraphrase the language of the statesman, and declare, that, in his opinion, "the power of the county courts had increased, was increasing, and ought to be diminished." In my judgment the remedy for the anomalies, which I pointed out in my last letter, must be sought for in the opposite direction; and I now, therefore, proceed, with some diffidence, to furnish a rough sketch of the sort of plan which I think ought to be adopted. In the first place, I consider that the *quasi exclusive* jurisdiction of the county courts is in a very unsatisfactory state, since the law still recognizes a wide distinction between actions of tort and actions on contract. Prior to the year 1867 a man who recovered in a superior court less than £20 in an action on contract was deprived of costs, unless the judge certified in his favour; but in actions of tort a verdict for £5 carried costs. As this was shown to be a gross abuse, and to be productive of serious evils, a clause was inserted, I believe by Mr. Justice Lush, in the County Court Act of that year, which—leaving the law as to contracts in its original state—fixed the limit of damages which would carry costs in actions of tort at £10 instead of £5. The alteration, as far as it went, was highly valuable, and no doubt it has put a stop to a large number of vexatious and speculative actions. Still, it is open to the grave objection that it does not go nearly far enough. No sensible reason can be urged why *any* distinction should exist between torts and contracts. Since the passing of the Common Law Procedure Act of 1852, the boundary line between actions founded on tort and those on contract has been well nigh obliterated. A man detains his neighbour's goods, and an action in the superior court is the consequence. Is this detinue or trover? If the former, he will not recover costs unless the property be worth £20; if the latter, he cannot be deprived of them, should the jury consider the property as worth £10. An action against a carrier for the loss of a parcel furnishes another instance where the right to costs may depend on the skill of the pleader. But without alluding further to such suits as these, I confidently maintain that actions on tort do not in any respect involve more difficult points of law than actions on contract, and that any lawyer who can deal with the one form of action will be equally competent to deal with the other. I propose, then, that the limit of exclusive jurisdiction should be made the same in either form of action, and I further propose that that limit should be fixed at £40 instead of at £20. Were the law thus modified, the judges at Westminster would be enabled to give their undivided attention to matters of real importance, while the interests of the poorer suitors would in no respect be compromised, inasmuch as every county court judge is now empowered in any case before him to grant an appeal, should he consider that course desirable (see 30 & 31 Vict. c. 142, s. 13).

In the event of the above change in the law being adopted it would become necessary to amend the Admiralty Jurisdiction Act of last year, and to confine the exclusive jurisdiction of the county courts under that statute to cases where the claim did not exceed £40. It might also, for the sake of conformity, be desirable to modify the jurisdiction of the county courts in cases of equity, so as to confer *exclusive* authority on those tribunals where the value of the property in dispute should not exceed £40; but, perhaps, this amendment would not be considered of very serious import, as few sane lawyers would advise a suit in the High Court of Chancery, unless the estate in question far exceeded in value the sum just named. Of course, in bankruptcy proceedings the limit of jurisdiction under discussion would be wholly inapplicable; but, even here, I may be permitted to doubt the wisdom of forcing all local bankruptcies into the county court, however large the estate may be, and however complicated may be the rights and liabilities of the different parties. It certainly seems impolitic to compel any persons to institute legal proceedings which must terminate in an appeal; and I am strongly inclined to hold that, in all cases where the property to be distributed under a bankruptcy is likely to exceed £5,000 or, at least, £10,000, an option should be given to the parties interested of commencing proceedings in the London Bankruptcy Court.

In my next letter I will explain my views with respect to the *concurrent* jurisdiction of the county courts.

A METROPOLITAN COUNTY COURT JUDGE.

"REMITTED CAUSES" IN THE COUNTY COURTS.

Sir,—A Metropolitan County Court Judge, in his letter in your last impression, has forcibly exposed the anomalies in the present system of remitting causes from the superior courts to the county courts. I trust that he will before long give us some information as to the fate of the "remitted" causes when they get into the county court. Having had occasion recently to attend a Metropolitan County Court as counsel in a remitted cause, I am somewhat anxious to know whether my experience is a common one. From the time of my arrival at two o'clock, the hour named by the registrar in the notice sent by him to the parties, until my release about five o'clock, every person to whom I mentioned my errand, from the judge, the registrar, and the habitual practitioners in the court down to the ushers, immediately remarked, "Oh, a remitted cause," in a tone of the profoundest pity for my ignorance in imagining that it could possibly be taken that day. The registrar courteously explained that the proper work of the court was as much as could be got through, and that they were quite overwhelmed by the number of causes remitted. The learned judge (a deputy, acting during the illness of the regular judge) had already sat several extra days, and I understood that he had to sit at a different court the next day. In the result my case stood over until a day late in January, long after it might have been tried if it had remained in the superior court. From the state of things at five o'clock when the list for the day was not nearly finished, and a case was being called on in which the parties were complaining that it was the second day on which they had attended, I fancy that many of the county court cases proper must have met with the same fate. I have much reason to think that the trial in the county court of the cause to which I have referred will ultimately cost as much money as well as more time and trouble to the parties than it would have if left in the superior court.

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On my suggesting that the state of things I found existing ought to be made public, I was told that remonstrances had been addressed time after time to the Treasury, and other quarters. Would it not be well to address them to the authorities at Judge's chambers? While the judges and masters continue to remit causes on the barest suggestion of a jurisdiction to do so, and the judges continue to refuse to give costs by certifying that cases are fit for the superior court, even when they so far distrust their own judgment as to reserve points for the consideration of the court in banco, as I have known to be the case, can anything be expected but a block up in the county courts, as bad as there has occasionally been in the superior courts?

A JUNIOR BARRISTER.

APPOINTMENTS.

Mr. S. BOTELER BRISTOWE, of the Midland Circuit, has been appointed Recorder of Newark. Mr. Bristowe was called to the Bar in 1848, and for some time was on the staff of the *Weekly Reporter*.

Mr. WILLIAM BROOKS MORTIMER, solicitor, of Newcastle-upon-Tyne, has been appointed Registrar of the Newcastle County Court, in succession to Mr. John Clayton, resigned. The salary of the office is £8,000 a-year. Mr. Mortimer was certificated as a solicitor in Trinity Term, 1856.

Mr. SIMON DUNNING, solicitor, of Parliament-street, Westminster, has been appointed Legal Secretary to Dr. Wilberforce, the new Bishop of Winchester, recently translated from Oxford to that diocese. Mr. Dunning, who was certificated as a solicitor in Michaelmas Term, 1837, is a member of the firm of Burder & Dunning.

Mr. HENRY BERNARD, solicitor, of Wells, has been appointed Legal Secretary to the Right Rev. Lord Arthur Hervey, the newly-consecrated Bishop of the diocese of Bath and Wells. Mr. Bernard's certificate as a solicitor was issued in Hilary Term, 1838.

Mr. GEORGE GILL MOUNSEY, notary of Carlisle, has been appointed Legal Secretary to the Right Rev. Harvey Goodwin, D.D., the newly-consecrated Bishop of Carlisle. Mr. Mounsey began his legal career in Easter Term, 1818, and has been secretary to several successive Bishops of Carlisle; he also fills the office of registrar of the diocese.

Mr. RALPH ROBERT WHEELER LINGEN, barrister-at-law, now the secretary to the Committee of Council on Education, has been appointed permanent Secretary to the Treasury, in succession to the Right Hon. G. A. Hamilton, who becomes (in conjunction with the Right Hon. Judge Lawson, of the Irish bench, and Viscount Monck, a member of the Commission to settle the affairs of the Irish Church, which will be constituted at the beginning of the new year. Mr. Lingen is the only son of Mr. Thomas Lingen, of Birmingham, where he was born in 1819. Mr. Lingen was, in 1837, elected from the Bridgnorth Grammar School to an open scholarship at Trinity College, Oxford. He gained the "Ireland" scholarship in 1838, and in the following year the "Hertford"; in 1840 he obtained a first-class *in Literis Humanioribus*. He was elected to a fellowship at Balliol College in 1841, on taking his M.A. degree, together with Mr. Edward Kent Karslake, Q.C.; and in 1843, Mr. Lingen obtained the Chancellor's prize for a Latin essay, the subject of which was, "The Effect and Influence of the Public Games on the Grecian and Roman Character." In 1846 he was awarded the Eldon law scholarship, and was called to the bar at Lincoln's-inn in May of the following year. He entered the public service in 1846, being then employed by the Education Department to conduct an inquiry in South Wales; he afterwards became examiner in the same department, and on the retirement of Sir J. P. Kay-Shuttleworth with a baronetcy, he was appointed to succeed that gentlemen as Secretary to the Committee of Council on Education. Mr. Lingen will enter on his duties as Secretary to the Treasury on the 1st of January next.

Mr. FRANCIS M. BOWEY, solicitor, of Sunderland, has been appointed a Commissioner for taking affidavits to be used in the superior courts at Westminster.

Mr. HENRY CIPRIANI POTTER, of Romsey, Southampton, has been appointed a Commissioner to administer oaths in Chancery.

Mr. SAMUEL PRESTON, solicitor, of Hinckley, Leicestershire, has been appointed a Commissioner to administer oaths in Chancery, and also a commissioner for taking affidavits in the Superior Courts at Westminster.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

At a meeting of the managing committee, held on Wednesday, the 8th December, 1869, Mr. Edward Lawrance, the Chairman of the Association, in the chair, it was, on the motion of Mr. Stephen Williams, seconded by Mr. E. Benham, resolved—"That the 29th section of the Bankruptcy Act, 1869, having rendered solicitors competent, as trustees in bankruptcy, to contract to be paid a certain sum, by way of percentage or otherwise, as a remuneration for their services as such trustees, including all professional services, the managing committee is of opinion that it would not be inconsistent with the standing of the profession for solicitors to accept such office upon such terms or arrangements as they may see fit in each particular case."

THE UNION OF THE TWO BRANCHES OF THE LEGAL PROFESSION CONSIDERED WITH A SPECIAL REFERENCE TO CONTEMPLATED LAW REFORMS.*

The most characteristic feature of the present age is perhaps that spirit of free and unfettered inquiry which probes remorselessly the origin and claims of the most cherished institutions and beliefs.

Under its influence it is no longer sufficient for any system to appeal to antiquity or prescription for its retention; if it cannot give a good account of itself on its own merits the most venerable antiquity, a prescription of many centuries will not save it from adverse criticism and consequent destruction.

It is no wonder therefore, that attention should have been drawn to our complex judicial organization, hitherto regarded by many even intelligent laymen in the light of a mysterious cobweb, full of traps and entanglements, carefully preserved intact by the lawyers for their own peculiar benefit at the expense of the laity—and we must all admit that it is full time that public attention should be drawn to this subject; for, although we look back with amused wonder at the days now past when those mythic legal familiars, John Doe and Richard Roe haunted our courts with their imaginary feud, and when the mysteries of fines and recoveries, rebutters and surrebutters flourished to the "no small gain" of "the craftsmen," and plume ourselves on the fact that we are not as our fathers were—the ministering priests to such absurdities as these, yet there is much in our present laws, and particularly in that administration of them in which we take a principal part, that will not bear the rude touch of hostile questioning, but will fall to pieces at the first assault.

That our present complicated and expensive judicial organization has lasted so long is due principally to that want of scientific education on the part of the profession which has been so ably stated by Mr. Jevons of Liverpool, in the pamphlet which has excited so much interest in the profession, supplemented by the constitutional indifference and distrust with which all theoretical changes are viewed in this country, not merely by the profession, but by the general public, especially when such changes are not initiated by persons of the highest professional or political rank, for as as it was wittily put by the *Times* the other day, in an article somewhat to the purpose, "a Bentham may demonstrate, but unless a Lord Chancellor nod approval nothing will be done," and unfortunately, of course, not merely Lord Chancellors, but all those exalted persons whose high standing and proved practical sagacity would give the required weight to any measures of legal reform are so occupied by the pressure of their daily work that with them practice leaves no time for theory.

Notwithstanding, however, these impediments in the way of legal reform there are now indications of forthcoming changes, which if properly matured and carried out will go far towards simplifying our judicial system and redeeming it from many of those blots and abuses which are a scandal to the jurisprudence of a civilized community.

* A paper read by Mr. C. T. Saunders, solicitor, of Birmingham, at the annual meeting of the Metropolitan and Provincial Law Association, held at York, on the 19th October, 1869.

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I allude, of course, to the Report of the recent Judicature Commission which is, no doubt, familiar to all present, and which has probably been read by many, as it was by myself, with some disappointment, but still with considerable hope. That Commission, I cannot refrain from saying in passing, is a memorable event to our long-proscribed caste, for there sat upon it, as her Majesty's trusty and well-beloved commissioners, two country attorneys, Mr. Bateson and Mr. Lowndes, worthily representing that important city whose attorneys have exhibited so much public spirit and energy in their endeavours both to improve our legal system, and also to elevate the profession.

Let us now consider the leading features of the really revolutionary changes which the Royal Commissioners agree in suggesting for adoption. Fruitful amongst the causes which have cast discredit on our judicial system has been the severance of jurisdiction into the two great divisions of law and equity, long the wonder of foreign jurists, but the necessity for which was until lately considered as cardinal a point of belief as the separation into two distinct branches of the *professors* of both law and equity.

The enormous evils produced by this conflict of legal and equitable jurisdictions, the misery and ruin in which it has involved generations of unhappy suitors having been long the theme of satirists and novelists, have at last found grave and serious expression in the Judicature Commissioners' Report, which, recognising and adopting the principle laid down by their predecessors in 1850 that "a consolidation of all the elements of a complete remedy in the same court is obviously desirable, not to say imperatively necessary, to the establishment of a consistent and rational system of procedure," boldly recommends the complete fusion of the two jurisdictions.

Less mischievous in practice from their virtually concurrent jurisdiction, but perhaps even more indefensible in theory is the separate existence of the several Superior Courts of Common Law, Queen's Bench, Common Pleas, and Exchequer, those fossil remains of a primeval legal age, the continuation of which, although not productive of the gigantic evils attendant upon the separation of law and equity is still full of minor but collectively very serious inconveniences.

Following, however, in the wake of, and as an almost necessary accompaniment to, the foregoing organic reform, Queen's Bench, Common Pleas, and Exchequer are—if the recommendations of the Commissioners be carried out—to disappear as separate courts, although it is fondly supposed by the eminent persons forming the Commission that the country is so much attached to these venerable names that the shock would be too great to part with them at once (excess of joy it is said is as fatal as excess of sorrow), and, therefore, they propose to keep their memories green in conjunction with the still more fragrant name of Chancery by converting the same courts into so many chambers or divisions of one supreme court. Better by far bury them and the miseries of which they have been the fruitful cause, far out of our own and our children's sight and, if possible, memories for ever.

The above two great reforms—the fusion of law and equity and the consolidation of all the superior courts of law, including the separate jurisdictions of Probate, Divorce, and Admiralty are distinctly recommended, but on two subjects, only second in importance, I mean the Nisi Prius and Circuit System and the Law of Appeals, the Commissioners speak with a somewhat uncertain voice in consequence of the limited extent of their Commission. A fresh Commission has, however, since been issued with powers comprehensive enough to entertain these questions, and it is important that such an association as this should exercise its legitimate influence upon their deliberations.

The opinion of the public, and, I may say I believe, of the principal law societies—certainly the Provincial Law Societies—upon these two undetermined, but most important, subjects, has been already expressed, and with a general unanimity in favour of the following changes as essential to complete any scheme of large and comprehensive reform in our judicature system. They are—

Firstly. The establishment of Provincial Courts of the First Instance throughout the country with districts assigned to them, after the manner of the existing District Bankruptcy or Probate Courts, having their head quarters or registries for the issue of all processes and filing of pleadings, hearing of all applications for time or otherwise in the great centres of population, presided over by judges of the first eminence and with competent registrars, the judges to be either locally situate as the Bankruptcy Commissioners and county court judges are, or, better still, perhaps, itinerant and holding at least quarterly sittings at the most important towns within each district, and having jurisdiction in all cases not within the present enforced limits of the county courts jurisdictions. This plan, or the outline of it, is indeed suggested as an alternative one in a joint note to the aforesaid Report signed by Mr. Justice Smith and the present Solicitor-General, Sir J. D. Coleridge, and it would be preferable to the other plan which has been mooted—viz., that of increasing the jurisdiction of the County Courts, so as to embrace all subjects of litigation, whatever the amount at stake, unless the constitution and mode of procedure in such courts were remodelled; and it is also preferable to the plan of establishing what the Commissioners call a supreme court, whose head quarters would be in London, and whose judges would go circuits somewhat after the present manner, but at more frequent intervals, although even with this plan provincial registries might, after the manner of the district registries of the Probate Court, be still secured.

If the country, and particularly the commercial part of the community, were but alive to the vast saving of time and money which would result from localising the various proceedings in an action from writ to execution, instead of it being necessary as at present to take every step, however unimportant, in the metropolis, it would not be long before the present utterly absurd and indefensible system went the way of the many other legal anomalies which have succumbed to the assault of common sense.

Secondly. The establishment of one final court of appeal composed of judges generally, but not necessarily, promoted for distinguished judicial eminence from the courts below.

Our present law of appeal is at once irrational in theory and ruinous in practice, but its inconsistent and absurd anomalies are now so generally acknowledged that it is unnecessary for me to detail them.

Such being the main features of the startling reforms which we may shortly expect—for events move very rapidly in these days—what will be their effect upon the profession itself?

It will evidently work a revolution in the bar.

In the first place, there will be an end at once to the distinction which exists between the common law and equity bar. Each advocate must have that general knowledge which will enable him to plead in all cases before the courts, and to qualify himself for a seat on that judicial bench, where he will have to adjudicate upon all litigated subjects alike.

Secondly. The localising of all litigation, except appeals, will oblige the bar to break up that central organization which has been the mainstay of their power and influence, and settle down in batches in the country towns or else abandon the courts of the first instance to the attorneys, as they have been obliged to do the bankruptcy and county courts and confine themselves to the courts of appeal.

But is it probable when the public attention, excited by such changes as these, is directed to the subject that the present artificial division of the profession into two branches, which has been a part of the old order of things, and which has had some warrant for its existence in the equally artificial divisions of the system under which it has flourished, will continue any longer to exist?

The subject is one of great interest, and has been brought, during the past twelve months, into more prominent notice and discussion than it has ever yet been, by reason of the outspoken and decided views of so high an authority as Mr. Justice Hannen, and the movement consequent thereon in the profession, and the comments of the public press; and men inside, and outside too, of the profession are, in the general upheaval of the foundations of our judicial organisation, beginning to ask on what foundation does the Bar monopoly rest, sole remaining relic as it is, of those curious trade guilds, the protection and exclusive privileges of which, once considered so necessary, have long since been condemned by truer principles of political economy as radically bad and inconsistent with the public good, and the first time the question is asked in the proper place, it is elicited that there is no legal foundation whatever for it, but that the whole superstructure rests upon the custom of the courts, and legal etiquette. I allude, of course, to the reply of the Home Secretary to the questions put by Mr. Fawcett and others in the House of Commons,

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when the Overend and Gurney prosecution was on the point of being abandoned through the stringent influence of the existing rules, whereby Mr. Lewis, undeniably the fittest man for the work, was barred from the further conduct of the case.

Can there be a doubt that a privileged institution, having no better foundation than this, would have long since disappeared, but for the circumstance that those most interested in its maintenance have always held paramount influence in the Legislature. And when the range of vision is extended from the narrow limits of our island to the practices of other nations, what do we find? This striking fact, that in no other civilised country but one, is there any approach to such a system, and in none a counterpart to it, that in Sweden and Denmark; throughout the length and breadth of Germany in all its separate governments; in Italy, Spain, and Portugal, the functions of the attorney and the advocate are combined; and that in France, the only apparent exception, the relations of the advocate to the *avoué* (who, to only a partial extent occupies the position of an attorney) and to the client differs in those points which are considered essential in our system; and more striking still, that in the vast empire of the United States, governed by English laws, filled by our own race, and holding many of our legal traditions; and in all our colonial dependencies, no such severance of the two branches of the profession exists.

Now, in the face of these facts, which lie at the very threshold of the argument, what are the reasons which are considered to justify the maintenance of this peculiar and anomalous system?

The most striking argument, and the one that has been most persistently advanced in its favour, is the alleged necessity for a division of labour, and the superior excellence in special knowledge attained thereby, as evidenced by the severance of the common law and chancery bar and the status of the pure conveyancer.

Now, I do not deny that this argument is one possessing considerable weight, but its importance has been much overrated, and the approaching fusion of law and equity will probably soon deprive it of its most forcible illustration, for the distinction between the common law and chancery barristers must then necessarily cease.

As concerns the pure conveyancer who never goes into court there is no appreciable difference between him and a high class conveyancing attorney who never issues a writ, and the genus will exist alike under either system: his status may, however, be noticed for the example which it affords of the convenience of extending the right of audience before the courts to all branches of the profession whether specially devoted to advocacy or not. A Joshua Williams, for example, would probably be dismayed at the prospect of undertaking the examination of a difficult witness, but he is brought down to Westminster with great effect to argue an abstruse point of real property law. The common law and chancery bar being merged, there will remain, as the only important division of labour, that which exists between the advocate generally and the attorney—*i.e.*, between the person who prepares the case for trial and the person who conducts it in court, and it is gravely asserted that there is such a vital difference between the qualities of mind required for the two operations that they must be kept separate. The *Pall Mall Gazette*, in the best article that I have yet seen on the other side of the question, goes so far as to say that no two pursuits relating to the same subject can well be more distinct than advocacy and getting up a case for trial. Now, of course, a man may have the perseverance, shrewdness, and tact required for skilfully getting up a difficult case for trial, and may be, notwithstanding, very deficient in the qualities required to form a good advocate, but, on the other hand, he may just as likely as not have the gift of advocacy sufficiently developed in him to enable him to conduct the case to the end with effect; and so far from the pursuits being irreconcilable, it would seem to an ordinary understanding not affected by the inevitable bias of professional usage, that to conduct a case at the trial is the natural and legitimate sequence to superintending or personally directing its course up to that period.

But it has been said, and with some force, that there will necessarily be many cases in which the practitioner, however well qualified to get up the case, will not have the advocate's quality developed, and that in such cases he must entrust the case to another who is so gifted, and that then there will be the same division of labour as at present, with some objections from which the present system is free.

Now, in considering this fair retort, it will be convenient to inquire how the profession would be likely to shape itself to the altered practice consequent upon amalgamation—probably as follows: there would be a greater tendency in practitioners to exclusively devote themselves to litigious or court practice on the one hand, and to conveyancing on the other; and, in passing, I just note that inasmuch as court practice would be the most frequent avenue to distinction the highest class of practitioners, the most gifted in intellectual power, would devote themselves to it, and there would be a greater development of partnership arrangements by which different classes of practice would be conducted, as in fact they so frequently are now, by different partners, and which in the event of the common law partner being unqualified for advocacy would include within the firm a partner who was so qualified.

Even the Inns of Court Commissioners of 1855 had a glimmering suspicion that such an obvious and sensible arrangement would be far more convenient for the public, for in examining Mr. Cookson, after referring to the improved education of the attorneys and the defective education of the bar, they proceeded to question him as to the propriety of the present division of labour, and on his replying that he believed that if the profession were united, one man would devote himself to court practice and another to conveyancing, &c., they proceeded to ask him "Would not that be a much more eligible arrangement for the client than the present, according to which a solicitor, however gifted, cannot transact the most common matter of business in court without calling in the aid of a person perhaps less educated than himself?" and on Mr. Cookson remarking that it would not be possible for the same practitioner to practice extensively in both branches, they press the point still closer by suggesting "Might not it be done by means of partnerships, one partner taking the court business, and the other the chancery business?" This is the successfully adopted practice throughout the vast English-speaking, English-law-governed United States of America.

Two American lawyers gave evidence before the same Inns of Court Commissioners of the working of this system, and I will quote from the answers of one of them a passage which should re-assure the minds of those who so strenuously support the separate existence of the bar, on the ground of the division of labour. He says—"There are many eminent men of legal knowledge who have devoted themselves to the business of conveyancing who never appear in court at all, but who may appear where they please; then there are others who do nothing but appear in court constantly; and there are men of large legal attainments who remain in their offices all the time, and prepare the cases for others, so that practically the bar divides itself to suit the circumstances of the case, although the lines are not so distinctly marked out as if they were recognised by law."

That this blending of both branches of the profession in America does not lower either the social status or the legal excellence of the profession is abundantly clear. The observations of Sir Charles Lyell on this point were read before this Association many years ago by Mr. Edwin Field in one of his formidable raids on the bar monopoly, but they are so important that I must give an extract from them:—He says, "The profession of the law is, of all others in the United States, that which attracts to it the greatest number of able and highly educated men. Practically there is much the same subdivision of labour in the legal profession here as in England. There are, however, no two grades here corresponding to barrister and attorney. Every lawyer in the United States may plead in court and address a jury; and, if he be successful, may be raised to the bench; but he must qualify as a counsellor in order to be entitled to plead in the supreme courts, where cases are heard involving points at issue between the tribunals of independent States." (This is now no longer the case I believe.) The line drawn between barrister and attorney in Great Britain, which never existed even in colonial times, in Massachusetts, could only be tolerated in a country where the aristocratic element is exceedingly predominant. In the English Church where seats in the House of Lords are held by bishops, we see how the rank of a whole profession may be elevated by making high distinctions, conferred only on a few, open to all. That in like manner the highest honours of the bar and bench might be open without detriment to the most numerous class of

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legal practitioners in Great Britain seems to be proved by the fact, that occasionally some attorneys of talent, by quitting their original line of practice and starting anew, can attain the highest rank. And when we consider the confidential nature of the business transacted by English attorneys; the extent of property committed to their charge; the manner in which they are consulted in family affairs of the utmost delicacy, as in the forming of marriage contracts and wills; we may well question the policy of erecting an artificial line of demarcation between them and the advocates, marked enough to depress their social rank, and to deter many yonng men of good families, who can best afford to obtain a liberal education, from entering in reality the most important branch of the profession."

We may, therefore, I think, assume that, as regards conveyancing, which, however, is rather beside my subject, there would be the same class of exclusive practitioners as is now represented by the conveyancer at or under the bar, and the pure conveyancing attorney, and with no diminution in, at all events, a sufficiently profound knowledge of real property law to carry on the conveyancing business of the county with success. With regard to court practice as a rule, with for the present considerable, but in the future rare, exceptions, that would be undertaken by the same practitioner from the issue of the writ to the trial and concluding process, and in the majority of those cases in which the advocacy in court was severed, the same would be undertaken by another member of the firm. In the remaining cases an advocate would be retained, and the only objection I have heard to this branch of the argument is, the narrow and supremely selfish one, that a single practitioner who cannot plead in court may have to appear in an unfair light to his client when contrasted with his more gifted brother, who the next time an action has to be tried for the same client, may seduce him from his proper allegiance.

Of course there will be clients as now—half of us in the room have such,—who will go to a young and active common law man for their writs and trials, and to a staid conveyancing man for their wills and purchase-deeds, and if they are so unfortunate as to require it, to a clever bankruptcy practitioner to arrange their affairs; but this will cut all ways, and work no disadvantage in the long run; and if there were anything in the point it is unworthy of being raised in the discussion of such a question as this.

My reply, therefore, to the retort that there would exist the same division of labour as now, and that it would be accompanied by objections not existing now, is first, that the division of labour would be principally confined to the difference between court practice and conveyancing, which in the face of the existing division at the bar between the same practitioners, could not be held to require or warrant the existence of separate orders; secondly, that the functions of the advocate and the preparer of the case for trial not being in their essence incongruous, but ordinarily and most naturally co-existent, the difference between them would to a great extent cease when the bar was thrown open and a career of distinction opened up to the successful practitioner, and that the successful union of the two qualities and duties in the same person must be more beneficial to the suitor, both as being more conducive to the successful conduct of the case to the end, as also from being necessarily far less expensive in actual cost, and far more advantageous in point of economy of time, and, lastly, that in the remaining cases, the severance of the two functions would present no practical difficulty.

Is it not more rational, therefore, to have no such artificial barrier as that which exists between the advocate and the attorney, but to leave it to the process of natural selection to determine the employment of another person to conduct the trial, either instead of, or jointly with, the one who has worked it up and made it his own up to that point, for "there is between the duties of an advocate and attorney," in Mr. Justice Hannen's own judicial words, "no sharp dividing line; the duties merge into one another; and a man who begins his career does not know until he has been practising for years for what he may have the greatest fitness"; and I believe, to continue his language, that "it would be well to leave it to a man to find out the opportunities that may arise of calling forth the particular qualities and talents that are in him, and so leave it to such occasions to develop whether or not he has a better opportunity for carrying on the business of a solicitor than the profession of an advocate."

And now having examined, and I hope disposed of this apparently formidable argument of the division of labour, let us consider another argument which has been advanced in opposition to the amalgamation with scarcely less confidence as one affecting the purity of the administration of justice.

It is urged that the attorney having been engaged in the case from the commencement has too great an interest in it to treat it in that serene and philosophic manner which is alone proper and decorous in the superior courts of law, and that the barrister is often obliged to check the eagerness of the attorney, which sometimes leads him to interfere in the conduct of the case, and I find an old fellow-debater, Mr. Sydney Gedge, of London, in a recent speech at a meeting of the Solicitors' Benevolent Association, in commenting upon Mr. Justice Hannen's liberal address of the previous year, arguing that the further the client is removed from the advocate the better, and that he had "seen attorneys shake their fists at each other," but he had "never seen barristers do this," and so on. Now I have, I hope, demonstrated that we have both reason and authority for holding that there is no natural barrier between the functions of the attorney in preparing a case for trial, and the functions of an advocate in conducting it on the trial, and I maintain most unreservedly, and in direct opposition to the objection we are now considering, that if the attorney have the requisite natural qualities for a successful advocate, he is by that very intimate knowledge of the case, from the first, which he alone possesses, from that very personal acquaintance with the actors in the legal drama, the parties, their witnesses, and the whole surroundings and "ins and outs," so to speak, of the case, all the better fitted to conduct it through the stormy waters of the trial, and with a far better chance of successfully voyaging it into a secure haven. Granted that he may be betrayed into indiscretions by his hearty zeal for his client who is to him a living verity, with rights to assert, or wrongs to redress, and whom he cannot look upon as a cold A. B. abstraction,—I say that any such indiscretions or such ebullitions of zeal are drawbacks the most insignificant compared with the unquestionable advantages to which I have referred, and that for one case which has been thereby lost, there have been twenty lost for want at a pinch or sudden turn of the case of that thorough knowledge of its details with which the attorney is saturated, but with which the advocate is necessarily only imperfectly acquainted.

Even in France, the only country in Europe, besides our own, where there is any semblance of the same distinctive orders as with us, the advocate himself examines the parties and their witnesses, and superintends the getting-up of the case, the avoue's part in the proceedings being comparatively slight.

And the light in which this prudish argument is regarded by the legal mind, unbiassed by the exigencies of defending our peculiar institution, is shown by the following extract from a letter which I received some time since from an eminent North German practitioner, Dr. Pavenstaet, of Bremen, who, in answer to my inquiry on this point, after stating the absence of any distinction between the advocate and the *anwalt* or attorney, says, "We consider it of the first importance, that the client should always communicate direct with the advocate who is to plead for him in court, as instructions transmitted through the medium of a third person, can never be so complete and thorough as those which are given by means of oral communications."

But the principle involved in each of these two important arguments—viz., the necessity for a division of labour between the attorney and the advocate, from the incongruity of their respective functions, and the impropriety of a direct communication between the advocate and the client and witnesses, has been abandoned by the direct act of the Legislature, and without, so far as is known, any evil consequences resulting therefrom. Attorneys are entitled by legislative enactments to act as advocates in the Bankruptcy Courts, in which estates of great magnitude, involving intricate questions of law and fact, are constantly administered, and in which the character, honour, and future prospects in life of individuals are at stake. Has it been found an advantage or not in the discovery of frauds in the unravelling of involved accounts in the interests of public justice generally that a Lawrance or a Linklater has had the opportunity of direct communication with the parties and personal investigation of the facts in a particular case.

By other legislative enactments they are also entitled to

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plead, and are virtually the sole pleaders in the County Courts with their now manifold jurisdictions? Jurisdiction in actions of contract enforced at the plaintiff's option up to £50, and without limit by consent; a jurisdiction in those most important of all cases, real property actions, up to £20 per annum equivalent to from £400 to £600 in value according to the nature of the property; a jurisdiction in equity up to £500; and still more recently a jurisdiction in admiralty up to £300 in amount; and the statistics of last year disclose the extraordinary fact that while the enormous amount of upwards of two millions and a-half was sued for in these courts in that year, in one half of the Nisi Prius trials, during the same period, the amount at stake did not exceed the £50 county court limit in actions of contract and in only 163 trials did the amount involved exceed £500, the limit of the equity jurisdiction in such courts. The above facts show forcibly how restricted in their application the arguments of the defenders of the present exclusive system have become; the ground is indeed gradually being taken from under their feet, for it surely needs no argument to prove that the principle involved is the same in the cases within as without the county court jurisdiction.

Another objection which has found some supporters and should, therefore, be noticed, is this, that there would not be the same attention paid to the study of the principles of law, and that we should not, therefore, have such great lawyers as heretofore. Now, in the first place, I cannot admit that under the existing system there has been a proper attention paid to the study of the principles of law and jurisprudence. We have had great lawyers it is true, but they have been great in spite, and not in consequence of the existing order of things. But in refutation of the argument that there would be a falling off in the theoretical study of the law and the production of great lawyers, I must, again, point to our brethren in profession and race in the States. Have no great jurists or text writers been produced there? I might enumerate as illustrious a roll of names as during the same period could be exhibited by our own country, and I am justified by the expressed opinion of a great American lawyer that it is to the practical knowledge of the defects of their legal procedure, which many of their eminent men acquired by practising as attorneys, that they owe the earlier introduction of those great reforms in their judicature, which we are even now but dimly apprehending. But, further, and as a final reply to this depressing argument, it cannot be supposed that our present system of legal education will continue. Whatever difference of opinion may exist as to the subject we are now considering, there is, I hope, but one opinion as to the necessity for establishing a Law University, through whose portals all future students must pass, and by means of which the scientific study of the law will be largely promoted and encouraged.

There is one last practical, although transitory, objection, which I shall notice, and it admits of a short reply.

It is said, on the part of the bar, how unfair it will be to admit the whole body of the attorneys at once to practice on an equality with them. It has been said by some attorneys how unfair it will be to admit the bar without examinations to inundate the country to their probable loss.

There are, I should suppose, upon a fair estimate, about fifteen hundred barristers or one-third of their gross number in the active pursuit of their profession, the rest are either only nominal members of the bar or are filling some of the multitudinous offices at home or abroad open to them. Of these fifteen hundred one-half may be said to have made a recognised position and name, the remaining moiety have not yet done so.

As regards the former the amalgamation would work no injury, the prestige in favour of their well-known names would continue undiminished under the new dispensation. As regards the less fortunate ones, their prospects might suffer, but they would have the great countervailing advantage of being able to practice at large, free, and it must be a great satisfaction to them from what Sir Robert Phillimore called, in his evidence before the Commission of 1855, the *malignant* influence of the attorneys.

As concerns the attorneys they need not fear the competition of the bar, in what has hitherto been their own peculiar walk. Those men, whose well-known fame alone would be dangerous, will never deign or need to practice anything but pure advocacy. The residue, at the utmost, some one thousand strong, need not, when distributed throughout the country, excite their apprehension.

Concerning the supposed practical inconveniences in the way of carrying out so great a change, these will not, on consideration, be found to present any insuperable difficulty; of course, no great reforms can be carried out without some difficulty and more or less hardship to individuals. In the first place every barrister who has already been called must be admitted to the entire practice of the united profession. I have shown how small a proportion of them will avail themselves of this latitude, and we must concede this point in return for the equally important privilege which must be granted to the attorneys, now on the roll, that of being admitted to the right of pleading in all the superior courts and eligible for all judicial and legal appointments, subject to this exception, which may be made in deference to the supposed inferior acquaintance of attorneys with the principles of law—viz., inasmuch as it will be a work of time to carry out the proposed university and to reap the advantage of its higher legal training, the right of pleading in the supreme court of appeal might be limited to barristers of five years' standing and attorneys of ten years' standing (in Scotland a W. S. of ten years' standing is eligible to the judicial bench), but with this stipulation that the holder of the superior decree of Doctor of Laws in the new university, which will entail severer examinations, may plead at any time; such provisions would effectually fence in the dignity of the highest court; and ensure at once a competent and experienced bar, whether the right of pleading in such court should ultimately be confined to the holders of the highest degree—I need not now discuss.

I have now, I think, exhausted the objections and difficulties both of principle and detail to the proposed amalgamation, and what do they all collectively amount to? are they worthy to be weighed in the balance with the great and unquestionable advantage to the public and the profession, particularly our branch of it, which will result from the amalgamation? I have been already obliged incidentally to refer to some of the points in which the public would be the gainer. And the question from this stand-point is very ably treated by one of the most thoughtful of our periodicals, the *Spectator*, in a recent article, in which the writer, in speaking of the proposed university for the students of each branch of the profession, without further providing for the amalgamation, contends that it is that which the public interest demands, and referring to the clever but hollow argument in the *Pall Mall Gazette*, he proceeds:—"The injustice of excluding attorneys from all the chief legal appointments is no doubt felt by them alone, but it is none the less real, and it carries with it a diminution of social status which is a clog upon the whole of that branch of the profession. It is said that the attorney makes up for this by earning money more quickly than the barrister, and that the barrister ought to be rewarded for his early disappointments by 'high patronage late in life.'" It might be better if the barrister could also earn money when he was young, and yet there would be no reason why he should forfeit his subsequent chance of patronage. If a man is fit for both, why is he to be restricted to one? Why is he to remain idle in youth, or be incapable of a rise in manhood, unless it be for the public interest that tried ability should not have the stimulus of hope, and growing ability should be pressed down under the load of disappointment, and he concludes—"The real point to be considered is the public interest. Would the legal work of the country be better or worse done if these arbitrary distinctions were abolished? We think it would be done better. Of course a solicitor may feel that he is unfitted to argue a case, just as a barrister may feel that he is unfitted to get up the necessary evidence. But the converse may sometimes occur. An attorney may learn by experience that he is more fitted for work in court than for office work, and a barrister may find that his presence of mind always deserts him as soon as he is on his legs. It is all very well to say that both branches of the profession are open to all the world; but a man who has committed himself to one does not care to throw away all his time and money and start afresh in the other."

And what, lastly, shall I say of its effect on us, what is our present position, and what are our prospects? It is not sufficiently considered how small a part of the legal business of this county is litigious, nor how vast are the interests, how important and numerous the subjects involving legal assistance which are constantly engaging the watchful care and superintendence of the attorneys of this kingdom with

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comparatively little interference or assistance from the bar; even of litigious matters it is almost incredible how small a proportion proceed to that stage in which the assistance of an advocate is necessary. There were last year alone 900,000 county court summonses, in how many of them would a barrister have been engaged? There were 82,000 writs issued out of the superior courts, but only 2 per cent. went to trial, and necessarily involved the interference of counsel, the remaining 98 per cent. were dealt with and settled by the attorney without any advocacy being called into requisition. The attorney's general education is as good as his professional education is a great deal better than that of the majority of the bar. His influence is scattered broadcast through the land, and is practically unbounded, and yet what are his prospects, of any high advancement! Because by a long series of encroachments, but by no legislative enactments he has been deprived of his ancient privilege of pleading in court, of being a member of the great Inns, in whom such right has by custom become vested; because at the last stage in such of the manifold businesses entrusted to him as require judicial decision, his mouth is stopped and he is obliged to retain a deputy to speak for him, he is excluded from all high legal and judicial appointments; he has before him as a reward of the most diligent study, of the highest legal attainments, no prize or distinction whatever, all these being appropriated by virtue of the exercise of that single function of pleading at the bar of the superior courts by the other branch of the profession. As another able writer of the outside public says in a recent article in the *Fortnightly Review*, in which the absurdities of the present system are fully exposed:—

"The present arrangement of the legal profession cuts off from a fair career one whole branch of its members, attorneys are allowed to grow rich, but they are allowed no other prize of legal success; there is perhaps no other profession pursued by persons in the position of gentlemen which offers no public prizes as a reward for eminence."

To unite the two branches of the profession, especially when supplemented as it must be by a law university, would be to lift up the attorneys as a body in social status and national importance; it would remove from us that rankling sense of injustice under which we must always otherwise exist.

It would open up the entire profession to the higher classes, who are now deterred from sending their sons into this the most important and by far the most numerous branch, by the existence of those disqualifications for legal and judicial rank of which we now so justly complain. This again would re-act upon and elevate the tone and character of the members of the profession who, having before them as the legitimate reward of ability and hard work the great prizes of the profession, would thereby be stimulated to greater excellence.

There is, therefore, in conclusion, no foundation for the charge that we wish from jealous rivalry to "pull down the bar," as it has been said "to our level," and that by so doing the character and tone of the profession will be lowered; but we do wish, while acknowledging the high and honourable traits of character which have always distinguished the English advocate, and while desirous that the great change shall be made with as much regard as possible to vested interests, to remove an invidious and artificial barrier which equals in rigid exclusiveness the worst form of caste and perpetuates distinctions, the reason and necessity for which have ceased with the improved social and professional status of attorneys, and in seeking to accomplish this end so far from lowering the character of the profession. we believe that by freeing it from the arbitrary rules of an antiquated etiquette, and placing its relations to its own members upon a fair and rational basis, we shall at the same time promote the interests of the public, and enhance the dignity and importance of our learned profession.

OBITUARY.

MR. HENRY JACOBS.

Mr. Henry Jacobs, who had, owing to his great age and infirmities, just resigned the office of Clerk to the Magistrates of the City of Oxford, died there on the 16th December. Mr. Jacobs was originally clerk to Mr. Roberson, Town Clerk of Oxford, and had discharged the duties of magistrates' clerk for upwards of thirty-four years, so that his official career embraced about half a-century. He had likewise filled the office of Clerk to the Oxford Board of Guardians, in conjunction with his other duties, for a period of forty years. His long experience in connection with the administration of criminal law, with which he had a most extensive acquaintance, and his knowledge of the details of the working of the poor law system, rendered him a valuable officer to the two bodies with which he had been so long associated. The chairman of the guardians testified that Mr. Jacobs had always been most anxious to keep down the legal expenses of the board, and few unions could be cited which had been kept so free from law costs. Mr. Jacobs was seventy-nine years of age at the time of his death.

MR. RICHARD THOMPSON.

The death of Mr. Richard Thompson, solicitor, of Durham, and Clerk to the Board of Guardians of that city, took place suddenly on the 13th December, at his residence in Old Elvet, at the age of 59 years. The late Mr. Thompson commenced practice at Durham in 1829, in Michaelmas Term of which year he was certificated as a solicitor, and had been for the last few years Clerk to the Durham Board of Guardians and Assessment Committee. Previously to accepting this office Mr. Thompson had taken an active part in the municipal affairs of Durham, and on one occasion filled the office of Mayor of that city. Since 1869, Mr Thompson had been in partnership with Mr. William Lisle, the firm being known as Thompson & Lisle.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1869.

FINAL EXAMINATION

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

HENRY SUMMERS SEWELL, who served his clerkship to Messrs. Hoyle, Shipley, & Hoyle, of Newcastle-upon-Tyne; and Messrs. Hill & Hoyle, of London.

WILLIAM FREDERICK BEARDSLEY, who served his clerkship to Messrs. Tallents, Burnaby, Griffin, & Co., of Newark; and Messrs De Gex & Harding, of London.

FRANCIS WILLIAM SANCROFT DAMANT, who served his clerkship to Mr. Henry James Damant, of Cowes, Isle of Wight; and Tamworth, Staffordshire.

JOHN RAYNER COOPER, who served his clerkship to Mr. Thomas Harland, of Bridlington; and Messrs. Lee, Cellyer, Bristow, Withers, & Russell, of London.

THEODORE LUMLEY, who served his clerkship to Messrs. Lumley & Lumley, of London.

CHARLES CORNISH BROWN, who served his clerkship to Messrs. Parnell & Brown, of Bristol; and Messrs. Gamlen & Son of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Sewell, the prize of the Honourable Society of Clifford's-inn.

To Mr. Beardsley, the prize of the Honourable Society of Clement's-inn.

To Mr. Damant, Mr. Cooper, Mr. Lumley, and Mr. Brown, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

JOHN SEYMOUR FOWLER, who served his clerkship to Mr. Alexander Burnes Anderson, of Liverpool; and Messrs. Torr, Janeway, & Tagart, of London.

ARTHUR CRABTREE PROCTER, who served his clerkship to Mr. Charles Edward Procter, of Macclesfield; and Messrs. John & Charles Cole, of London.

EDMUND THEODORE RATCLIFF, who served his clerkship to Messrs. Allcock & Millward, of Birmingham; and Messrs. Torr, Janeway, & Tagart, of London.

HIGSON SIMPSON, who served his clerkship to Messrs. Grange & Wintringhan, of Great Grimsby; and Messrs. Belfrage & Middleton, of London.

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The council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of 26:—

WILLIAM BOYCOTT, who served his clerkship to Messrs. Gardner & Landor, of Rugeley.

GEORGE STUART EVETT, B.A., who served his clerkship to Mr. Henry Raper George Fowkes, of London,

ROBERT MARTIN, who served his clerkship to Mr. Sheldon Dudley Ashby, of London.

JAMES MIDGLEY, who served his clerkship to Mr. Richard Ludlam Rooke, of Leeds.

GEORGE PRESSWELL, who served his clerkship to Mr. Jabez McDiarmid, of London.

The examiners also reported that among the candidates from Liverpool in the year 1869, Mr. J. S. Fowler, passed the best examination, and was, in the opinion of the examiners, entitled to honorary distinction; that Mr. M. P. Jones, and Mr. J. W. Alsop, B.A., were respectively second and third in order of merit among the candidates fron Liverpool in the year 1869, and were, in their opinion, entitled to honorary distinction.

The council have therefore awarded to Mr. Fowler, Mr. Jones, and Mr. Alsop, respectively, the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

The gold medal founded by Mr. John Atkinson, for candidates from Liverpool or Preston, who have shown themselves best acquainted with the Law of Real Property and the Practice of Conveyancing, has been also awarded to Mr. Fowler, Mr. Jones, and Mr. Alsop respectively. (The prizes awarded to Mr. Jones, and Mr. Alsop were withheld in the years 1867 and 1868.)

The examiners also reported that among the candidates from Birmingham in the year 1869, Mr. E. T. Ratcliff was entitled to honorary distinction.

The council have accordingly communicated this report to the Birmingham Law Society.

Mr. Courtney Stanhope Kenny, having, among the candidates in the year 1869, shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-nn.

The number of candidates examined in this term was 120; of these 113 passed and 7 were postponed.

COURT PAPERS.

COURT OF CHANCERY.

SITTINGS IN HILARY TERM, 1870.

LORD CHANCELLOR.
Lincoln's Inn.

Tuesday, Jan. 11 } Appeals.
Wednesday .12 }
Thursday ..13 }
Friday ....14 } App. mtns., petns., & apps.
Saturday ..15 }
Monday ....17 }
Tuesday ....18 } Appeals.
Wednesday..19 }
Thursday ..20 }
Friday ....21..App. mtns. & apps.
Saturday ..22 }
Monday ....24 }
Tuesday....25 } Appeals.
Wednesday .26 }
Thursday ..27 }
Friday ....28 }
Saturday ..29..Petitions and apps.
Monday ....31..App. mtns. & apps.

MASTER OF THE ROLLS.
Chancery-lane.

Tuesday, Jan. 11..Mtns. & gen. pa.
Wednesday..12 }
Thursday ...13 } General paper.
Friday ....14 }
Saturday ..15 } Petns., sht. causes, adj. sums., and general paper.
Monday ....17 }
Tuesday ....18 } General paper.
Wednesday .19 }
Thursday ..20..Mtns. & gen. pa.
Friday.....21..General paper.
Saturday ..22 } Ptns., sht. caus., adj. sums., and general paper.
Monday ....24 }
Tuesday....25 }
Wednesday..26 } General paper.
Thursday ..27 }
Friday ....28 }
Saturday ..29 } Petns., sht. caus., adj. sums., and general paper.
Monday ....31..Mtns. & gen. papr.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.

Tuesday, Jan. 11 }
Wednesday .12 } Appeal Court.
Thursday ..13 }
Friday ....14..Appeal motions.
Saturday ..15 } Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday ....17..Appeal Court.
Tuesday.. ;18 } Appa. from the County Palatine of Lancaster.
Wednesday .19 } Appeal Court.
Thursday ..20 }
Friday ....21..Appeal motions.
Saturday ..22 } Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday ....24 }
Tuesday ....25 }
Wednesday .26 } Appeal Court.
Thursday ..27 }
Friday ....28 }
Saturday ..29 } Petns. in lunacy bkrpt. apps., and appeal petns.
Monday ....31..Appeal motions.

NOTICE.—The days (if any) no which the Lord Justice shall be sitting with the Lord Chancellor, or the Judicial Committee of the Privy Council, are excepted.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Tuesday, Jan. 11..Mtns. & causes.
Wednesday..12 }
Thursday ..13 } Causes.
Friday.....14..Petns. and causes.
Saturday ..15..Sht. causes & caus.
Monday ....17 }
Tuesday ....18 } Causes.
Wednesday .19 }
Thursday ..20..Motions & causes.
Friday.....21..Petitions & causes.
Saturday ..22..Sht. causes & caus.
Monday ....24 }
Tuesday....25 } Causes.
Wednesday .26 }
Thursday ..27 }
Friday ....28..Ptns. and causes.
Saturday ..29..Sht. causes & caus.
Monday ....31..Motions.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Tuesday, Jan. 11..Mtns. & gen. pa.
Wednesday .12 }
Thursday ..13 } General paper.
Friday.....14..Petns. & gen. pa.
Saturday ..15 } Sht. causes, adj. sums., & gen. pa.
Monday ....17 }
Tuesday ....18 } General paper.
Wednesday..19 }
Thursday ..20..Mtns. & gen. pa.
Friday.....21..Petns. & gen. pa.
Saturday ..22 } Sht. causes, adj. sums., & gen. pa.
Monday ....24 }
Tuesday ....25 }
Wednesday..26 } General paper.
Thursday ..27 }
Friday ....28..Petns. & gen. pa.
Saturday ..29 } Short causes, adj. sums., & gen. pa.
Monday ....31..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Tuesday, Jan. 11..Mtns. & gen. pa.
Wednesday..12 }
Thursday ..13 } General paper.
Friday.....14 }
Saturday ..15 } Petns., sht. causes, adj. sums., & gen. paper.
Monday ....17 }
Tuesday ....18 } General paper.
Wednesday .19 }
Thursday ..20..Mtns. & gen. pa.
Friday ....21..General paper.
Saturday ..22 } Petns., sht. causes, adj. sums., and general paper.
Monday ....24 }
Tuesday....25 }
Wednesday .26 } General paper.
Thursday ..27 }
Friday.....28 }
Saturday ..29 } Petns., sht. caus., adj. sums., and general paper.
Monday ....31..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Hilary Term, 1870.

IN TERM.

Middlesex.	
Wednesday..... Jan. 12	Tuesday .... Jan. 25
Tuesday ..... ,, 18	

There will not be any sittings during Term in London.

AFTER TERM.

Middlesex.	London.
Tuesday .....Feb. 1	Tuesday ..... Feb. 15

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM BOVILL, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Hilary Term, 1870.

IN TERM.

Middlesex.	
Wednesday .....Jan. 12	Tuesday .....Jan. 25
Tuesday ..... ,, 18	

The Court will not sit in London during term.

AFTER TERM.

Middlesex.	London.
Tuesday .....Feb. 1	Tuesday ..... Feb. 15

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

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EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Hilary Term, 1870.

IN TERM.

Middlesex.

Wednesday	Jan. 12	Tuesday	Jan. 25
Tuesday	„ 18		

The Court will not sit in London during term.

AFTER TERM.

Middlesex.		London.	
Tuesday	Feb. 1	Tuesday	Feb. 15

The Court will sit in Middlesex in term by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

During this term the Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 22, 1869.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅛	Annuities, April, '85, 11 15-16
Ditto for Account, Jan. 6, 92⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 230
Annuities, Jan. '80 —	Ditto for Account,

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	37⅛
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	169
Stock	Do., A Stock*	100	109½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	55⅞
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	47
Stock	London, Chatham, and Dover	100	15½
Stock	London and North-Western	100	122
Stock	London and South-Western	100	94
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	83¼
Stock	Midland	100	120
Stock	Do., Birmingham and Derby	100	86
Stock	North British	100	35
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	44
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There is not much doing in any of the markets, Consols and foreign securities are rather flat, railways showed some animation at the beginning of the week, but soon subsided. The discount demand is, as usual, at this time of year, brisk. The guaranteed Indian railway stocks continue at low quotations, considering the near approach of the January dividend. Next month, it is understood, upwards of five millions will be paid as compensation to the telegraph shareholders, and the prices of investments are expected to experience some rise in consequence.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BELL—On Dec. 18, at Chelmsford, the wife of Charles Bell, Esq., Solicitor, of a daughter, which survived its birth only a few hours.

FOX—On Dec. 20, Mrs. J. Elliott Fox, of Gloucester Villa, Regent's-park, of a son.

WOODHAM—On Dec. 19, at Northgate House, Winchester, the wife of T. B. Woodham, Esq., of a son.

MARRIAGES.

FARQUHAR—FARQUHAR—On Dec. 16, at the parish church, Clapham, James Hervey Farquhar, Esq., Solicitor, Abergavenny, to Sarah Georgiana, second daughter of John Farquhar, Esq., of 17, Victoria-road, Clapham-common.

HANCOCK—RUSSELL—On Dec. 16, at the parish church, Westbury-on-Trym, Charles R. Hancock, Esq., Solicitor, to Charlotte Elizabeth, eldest daughter of the late Christopher Russell, Esq., M.D., of Enniskerry, county Dublin.

PHILIP—GATHERER—On Dec. 16, at 28, North-street, Elgin, N.B., David Philip, Solicitor, Supreme Courts, Edinburgh, to Isabella Gordon, younger daughter of George Gatherer, Esq., Solicitor.

PHILLIPS—PRATT—On Nov. 16, at St. Peter's Church, Fort William, Calcutta, Arthur Phillips, Esq., M.A., Barrister-at-Law, to Emma Elizabeth, eldest daughter of Mr. T. D. Pratt, of Cambridge.

STEEL—MAITLAND—On Dec. 16, at Hendon Parish Church, Sunderland, Thomas Steel, Solicitor, to Fanny Maitland, both of Sunderland.

DEATHS.

ADAMSON—On Dec. 15, at Jesmond House, Newcastle-on-Tyne, Anne Jane, wife of Lawrence William Adamson, Advocate.

BRADFIELD—On Dec. 17, suddenly, at Richmond, John Edwin Bradfield, jun, Solicitor, in his 28th year.

FREER—On Dec. 21, at Stonygate, Knighton, Elizabeth Walker, the beloved wife of William Freer, Esq., Clerk of the Peace for the county of Leicester.

NORRIS—On Dec. 20, at 9, Buckingham-vale, Clifton, Kate, infant daughter of John F. Norris, Barrister-at-Law, aged two months.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Dec. 17, 1869.

LIMITED IN CHANCERY.

Dunraven United Collieries Company (Limited).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Adams, Cardiff. Monday, Feb 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Oakerthorpe Iron and Coal Company (Limited).—Petition for winding up, presented Dec 9, directed to be heard before Vice-Chancellor James on Dec 18. Sharp & Ullithorne, Gray's-inn, for Currey & Holland, Gt George-st, Westminster, solicitors for the petitioners.

TUESDAY, Dec. 21, 1869.

LIMITED IN CHANCERY.

Derdale Cotton and Commercial Company (Limited).—The Master of the Rolls has, by an order dated Dec 11, ordered that the voluntary winding up of the above company be continued. Gregory & Co, Bedford-row, for Marsland & Addleshaw, Manch, solicitors for the petitioners.

Gwendraeth Valleys Lime, Coal, and Railway Company (Limited).—Vice-Chancellor James has, by an order dated Dec 11, ordered that the above company be wound up. Fox & Robinson, Gresham House, Old Broad-st, solicitors for the petitioners.

Northern Assam Tea Company (Limited).—The Master of the Rolls has, by an order dated Dec 7, appointed Samuel Barrow, 24, Gresham-st, to be official liquidator. Creditors resident in Europe are required, on or before Feb 5, and creditors out of Europe are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Barrow, 24, Gresham-st. Saturday, March 5, at 12, is appointed for hearing and adjudicating upon the debts and claims of the creditors resident in Europe. Saturday, May 28, at 12, is appointed for hearing and adjudicating upon the debts and claims of the creditors resident out of Europe.

Phosphate of Lime Company (Limited).—Vice-Chancellor Malins has, by an order dated Dec 9, appointed Samuel Lowell Price, 13, Gresham-street, to be liquidator. Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price, 13, Gresham-st. Wednesday, Jan 19, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Plymouth Patent Sugar Refining Company (Limited).—Petition for winding up, presented Dec 18, directed to be heard before Vice-Chancellor Malins on Jan 14. Wedlake & Letts, Mitre-ct, Temple, for Edmonds & Son, Plymouth, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Dagenham (Thames) Dock Company.—The Master of the Rolls has, by an order dated Dec 11, ordered that the above company be wound up, and that Stephenson Clarke, a judgment creditor, should have the carriage of the order. Wilkins & Co, St Swithin's-lane, solicitors for the said Stephenson Clarke.

Friendly Societies Dissolved.

FRIDAY, Dec. 17, 1869.

Choral Fund, Freemason's Tavern, Gt Queen-st, Lincoln's-inn-fields. Dec 13.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 17, 1869.

Brown, Hy, Bruce-road, Bromley, Lighterman. Jan 10. Winstone v Brown, M. R. Hoare, Gt James-st, Bedford-row.

Dickinson, Geo, Sandridge, Hertfordshire, Farmer. Jan 11. Field v Dickinson, V.C. Malins. Annesley, St Alban's.

Dutton, Joseph, Cheapside, Gent. Dec 20. Hepburn v Dutton, V.C. Stuart. Marsden, Queen-st, Cheapside.

Fisher, Wm, Little Eaton, Derby, Butler. Jan 11. Riley v Randall, V.C. James. Moody, Derby.

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Gillespie, Andrew, Newcastle-upon-Tyne, Accountant. Jan 31. Gillespie v Hotham, V.C. Stuart. Armstrong, Newcastle-upon-Tyne.
Higgins, Wm, Sidcot, Somerset, Gardener. Jan 31. Sanderson v Higgins, V.C. Stuart. Woolfryes, Banwell.
Hunt, Wm, Gray's-inn-sq, Gent. Jan 10. Hunt v Hunt, V.C. Malins. Hunt, Gray's-inn-sq.
Nicholl, Geo, Piccadilly, Esq. Jan 10. Wigg v Nicholl, M.R. Pattison & Co, Lombard-st.
Rhys, Chas (or Rees), Bath, Gent. Jan 14. Rhys v Johnson, V.C. Malins. Burne, Bath.
Robinson, Jas Edwd, Pontefract, Yorkshire, Gent. Jan 20. Shirtcliffe v Robinson, V.C. James. Sharp & Ullithorne, Field-ct, Gray's-inn.

TUESDAY, Dec. 21, 1869.

Elsmere, Thos, Berrington, Salop, Gent. Jan 17. Elsmere v Jeffreys, M.R. Skillbeck & Griffiths, Bedford-row.
Hayward, Robt, Colchester, Essex, Gent. Jan 31. Hayward v Hayward, V.C. Stuart. Elwes, Furnival's-inn.
Hilton, Thos, Ardwick, Manch, Merchant. Jan 20. Rippon v Hilton, V.C. James. Sale, Manch.
Hopkinson, Agnes, Brownlee-in-Rastrick, Yorkshire, Spinster. Jan 24. Sagar v Ogg, V.C. Malins. Emmet & Co., Halifax.
La Presle, Joseph Thos, Murree, East Indies, Surgeon H.M's Rifle Brigade. Jan 3. McNulty v Wall, V.C. Malins. Syms, Furnival's-inn.
Lowman, Hy, Spencer-house, Surbiton-hill, Esq. Jan 31. Lowman v Lowman, V.C. Stuart. Lott, Gt George-st, Westminster.
Pink, John, Craven-ter, Ealing, Esq. Jan 31. Pink v Rhodes, V.C. Stuart. Rhodes & Co., Chancery-lane.
Renshaw, Jas, Gresham-house, Merchant. Jan 7. Renshaw v Renshaw, V.C. James. Tilleard & Co, Old Jewry.
Wakefield, Saml, Bristol, Lime Burner. Feb 1. Wakefield v Beaven, V.C. Stuart. Salmon, Bristol.
Whittingham, Thos, Stanton, Derbyshire, Farmer. Jan 15. Whittingham v Tomlinson, V.C. Malins. Tomlinson & Son, Ashbourne.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 17, 1869.

Bingham, Hy Corles, Wartnaby Hall, Leicester, Gent. March 1. Clarke, Melton Mowbray.
Brogden, Jas, Holme Island, Lancashire, Esq. Jan 20. Robinson & Preston, Lincoln's-inn-fields.
Brooke, Richd Fras, Cleckheaton, York, Gent. Dec 31. Terry & Co, Cleckheaton.
Budd, Wm, Itchen Stoke Mill, Southampton, Miller. Jan 22. Adams, Alresford.
Cory, Chas, Hopton, Suffolk, Solicitor. Jan 1. Diver, Great Yarmouth.
Deakin, John, Dawley-green, Salop, Charter Master. Feb 1. Phillips, Shifnal.
Dickinson, Joseph, Newlands, Rastrick, York, Weaver. March 1. Barber, Brighouse.
Edwin, Edward Horton, Kenton-rd, South Hackney, Mariner. Jan 20. Lydall, Southampton-bldgs, Chancery-lane.
Goodson, Ann, Breeston, Nottingham, Spinster. Feb 1. Walton & Wadsworth, Nottingham.
Hardisty, Robt, Gt Marlborough-st, Esq. Feb 12. Hardisty & Rhodes, Gt Marlborough-st.
Howarth, Jas, Preston, Lancashire, Innkeeper. Jan 15. Banks & Dean, Preston.
Kerrick, Geo Cranmer, Seend, Wilts, Esq. Feb 1. Gore, Melksham.
Lewis, Richd, Needham Market, Suffolk, Gent. Jan 25. Hayward & Sons, Needham Market.
Lewis, Richd, Bristol, Gent. Feb 1. Wright, Wotton-under-Edge.
Napier, David, Upper Phillimore-gardens, Kensington, Esq. Feb 1. Kempson & Co, Abingdon-st, Westminster.
Revell, Anne Eliz, Sheffield. Jan 29. Wake, Sheffield.
Revell, Hy, Sheffield, Gent. Jan 29. Wake, Sheffield.
Rough, Wm Hy, East Moulsey, Surrey, Esq. Feb 21. Rivelta, Lincoln's-inn-fields.
Sacker, Margaret Ann, Sunderland, Durham, Widow. Feb 28. Steel Sunderland.
Smee, Margaret, Woodberry Down, Stoke Newington, Widow. Jan 1. Jarson, Finsbury-circus.
Stoddart, Danl, Charles-st, St James's-sq, Army Agent. April 1. Tompson & Co, Stone-bldgs, Lincoln's-inn.
Stoker, Jane, Newcastle-upon-Tyne, Spinster. Feb 1. Stanton & Atkinson, Newcastle-upon-Tyne.
Storrow, John, Newbottle, Durham, Surgeon. Jan 11. Ranson & Son, Sunderland.
Taylor, Ann, York, Widow. Jan 20. Phillips, York.
Turner, Lewis, Knighton, Radnor, Gent. Jan 11. Stephens, Presteign.
Waters, John, Arnold, Nottingham, Baker. Feb 1. Robotham, Derby.
Watson, Joseph, Castle-st, Falcon-sq, Manufacturer. Jan 29. Fielder & Sumner, Godliman-st, Doctors'-commons.
Wigram, Hy Loftus, Grosvenor-sq, Esq. Feb 5. Rickards, Crown-ct Old Broad-st.

TUESDAY, Dec. 21, 1869.

Bakewell, Fredk Collier, Haverstock-ter, Hampstead, Esq. Feb 1. Wansey & Bowen, Moorgate-st.
Barrow, John, Over Darwen, Lancashire, Joiner. Jan 18 Kendall, Darwen.
Carpenter, Rev Chas, Lawhitton-by-Launceston, Clerk. Jan 1. Frost, Launceston.
Field, Lucy, Whitton, Suffolk, Widow. Jan 28. Hayward & Sons, Needham-market, Suffolk.
Hardstaff, Hy Robt, West Leake, Nottinghamshire, Farmer. March 16. Woolley, Loughborough.
Joliffe, Chas, Ramsgate, Kent, Esq. Feb 1. Currie & Williams, Lincoln's-inn-fields.
King, Alfred, Parramatta, New South Wales, Gent. Feb 1. Richardson & Co, Lpool.
Leach, Chas, Mulgrave-pl, Woolwich, Licensed Victualler. Jan 31. Mackeson, Lincoln's-inn-fields.
Leach, Rebecca, Woolwich, Kent, Widow. Jan 31. Mackeson, Lincoln's-inn-fields.
Lewis, Louisa, Derby, Widow. March 1. Moody, Derby.
Poulton, Jas, Hickman's Folly, Bermondsey, Butcher. Jan 15. Drew & Wilkinson, Bermondsey-st.
Sanders, Jane, Shirley, Hants, Widow. Feb 1. Sharp, jun, Southampton.
Surrage, John, New-sq, Lincoln's-inn, Barrister-at-Law. Feb 8. Weall, Bell-yard, Doctors'-commons.
Tibbetts, Thos, Gerrard-st, Islington, Gent. Feb 1. Boulton & Sons, Northampton-sq, Clerkenwell.
Turnbull, Wm, Long-lane, Bermondsey, Licensed Victualler. Feb 1. Drew & Wilkinson, Bermondsey-st.
Underhill, Saml, Oldbury, Worcestershire, Provision Dealer. Jan 18. Wright, Oldbury.
Vernon, Wm, Manch, Hop Merchant. Feb 1. Needham, Manch.

Creditors registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 17, 1869.

Acome, Geo, Little Britain, Furrier. Nov 3. Comp. Reg Dec 14.
Alford, Albert, Southampton, Tailor. Nov 22. Comp. Reg Dec 15.
Allen, Fredk, Stafford, Shoe Manufacturer. Nov 12. Conv. Reg Dec 15.
Arter, Geo, Upper Kennington-lane, Timber Merchant. Dec 10. Comp. Reg Dec 16.
Babington, Fras, Lpool, Tailor. Nov 25. Asst. Reg Dec 14.
Baker, Wm Lloyd, Chenuel-row, Bermondsey, Sail Maker. Dec 14. Comp. Reg Dec 15.
Ballard, Walter John, Liverpool-rd, Islington, Clerk. Dec 11. Comp. Reg Dec 14.
Bell, Wm, Carlisle, Butcher. Nov 22. Comp. Reg Dec 16.
Bentley, Hy, New Wimbledon, Surrey, Nurseryman. Nov 24. Comp. Reg Dec 14.
Bernstein, Bernhard, Chiswell-st, Importer of Fancy Goods. Nov 23. Comp. Reg Dec 14.
Beynon, John, Swansea, Glamorgan, Merchant. Dec 7. Comp. Reg Dec 14.
Bird, Wm, Oxford-st, Boot Manufacturer. Nov 18. Asst. Reg Dec 16.
Blackburn, Jesse, Victoria-st, King Edward-rd, Hackney, Salesman. Dec 8. Comp. Reg Dec 15.
Blundell, Jas, jun, & John Mason, Runcorn, Cheshire, Ship Builders. Nov 26. Comp. Reg Dec 14.
Bosley, Wm, Bath, Plasterer. Nov 29. Comp. Reg Dec 16.
Brooke, Geo Ezra, Hightown, York, Joiner. Nov 17. Comp. Reg Dec 16.
Brooks, John Fredk, Shoreditch, Cheesemonger. Oct 20. Asst. Reg Dec 14.
Buck, Peter, Leeds, Comm Agent. Nov 16. Asst. Reg Dec 15.
Bushell, David, Birm, Chain Manufacturer. Dec 10. Comp. Reg Dec 15.
Carpenter, Danl, Wellington-st, New Kent-rd, Tanner. Dec 13. Comp. Reg Dec 15.
Chandler, Stephen, Harleyford-rd, Vauxhall, General Dealer. Dec 2. Comp. Reg Dec 13.
Chantler, Chas, Cranbrook, Gent, Farmer. Nov 9. Asst. Reg Dec 17.
Clarke, Joseph, Scarborough, York, Tobacconist. Nov 19. Comp. Reg Dec 17.
Clunie, Thos Mein, & Thos Kemp, Lpool, Corn Merchants. Dec 16. Inspectorship. Reg Dec 17.
Cox, Jas Laxton, Coventry, Licensed Victualler. Nov 27. Comp. Reg Dec 15.
Crofts, Chas, Sandiacre, Derby, Market Gardener. Nov 30. Comp Reg Dec 15.
Elliott, Edward, High-st, Hampstead, Cheesemonger. Nov 27. Asst. Reg Dec 17.
Ellis, Chas, Cornhill, Manager. Dec 14. Comp. Reg Dec 15.
Faija, Hy, & Robt Augus, Stoke-upon-Trent, Engineers. Nov 29. Asst. Reg Dec 16.
Fairclough, Jas, sen, Gateshead, Durham, Boot Maker. Dec 1. Comp. Reg Dec 15.
Garman, John, Litcham, Norfolk, Baker. Nov 19. Asst. Reg Dec 14.
Gilbody, Ezekiel, Manch, Licensed Victualler. Nov 29. Comp. Reg Dec 16.
Haigh, Wm, & Wm Wilson, Low Moor, York, Worstead Spinners. Dec 2. Comp. Reg Dec 17.
Hall, Eliza, Rochdale, Lancashire, Grocer. Dec 6. Comp. Reg Dec 14.
Hansor, Jas Wm, Nag's Head-yd, High-st, Borough, Hop Merchant. Nov 18. Asst. Reg Dec 16.
Harding, Fredk Geo, Joseph Maddox, & Wm Bird, Fore-st, Upholsterer. Nov 1. Comp. Reg Dec 15.
Harding, Wm, High-st, Clapham, Auctioneer. Dec 2. Comp. Reg Dec 15.
Harland, Hy, Croydon, Surrey, Jeweller. Dec 15. Comp. Reg Dec 17.
Heuer, Julius August, Hamburgh, Ship Broker. Dec 4. Asst. Reg Dec 15.
Hill, Saml, & Alfd Barker Bennet, Corlton-upon-Medlock, Manch, Brewers. Nov 24. Comp. Reg Dec 16.
Jones, Alfd Chas, King's Lynn, Norfolk, Hosier. Nov 18. Asst. Reg Dec 16.
Jones, Wm, Newport, Monmouth, Tinman. Nov 26. Comp. Reg Dec 16.
Lang, Wm Shaxson, Newport, Monmouth, Ship Owner. Nov 18. Asst. Reg Dec 15.
Lear, Richd Blackler, Violet-hill, Abbey-pl, St John's Wood, Builder. Nov 19. Comp. Reg Dec 15.
Little, Christopher, Newport, Monmouth, Draper. Nov 19. Comp. Reg Dec 17.
Lumb, Preston, Fulham-rd, Brompton, Wine Merchant. Nov 19. Comp. Reg Dec 15.
Marshland, Joshua, Manch, Coal Dealer. Nov 30. Comp. Reg Dec 16.
Martin, Emons, Rochester, Kent, Fancy Draper. Dec 3. Comp. Reg Dec 15.
Matson, John, jun, Crewe, Cheshire, Grocer. Nov 26. Comp. Reg Dec 15.
Mills, John Dodes, & Geo Hy Aird, North Shields, Northumberland, Shoe Manufacturers. Nov 18. Asst. Reg Dec 15.
Moorey, Hy, Salford, Lancashire, Builder. Nov 19. Asst. Reg Dec 16.
Mortimer, Hy, Hither-green, Lewisham, Kent, Builder. Nov 25. Asst. Reg Dec 15.
Page, Wm Hy, Malvern-ter, Park-lane, Tottenham, Boot Maker. Dec 11. Comp. Reg Dec 15.

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Pages, Thos Bristow, Aldgate, Hosier. Nov 19. Asst. Reg Dec 16.
Pamplin, Frank, Freemantle, Hants, Grocer. Nov 30. Comp. Reg Dec 14.
Patchett, Joseph, Sowerby-bridge, York, Wire Manufacturer. Nov 25. Asst. Reg Dec 16.
Payne, Hy, Sevenoaks, Kent, Boot Maker. Nov 30. Comp. Reg Dec 15.
Pepys, Robt Edward, Poultry, Cutler. Nov 23. Asst. Reg Dec 17.
Petrick, Geo, East Stonehouse, Devon, Tailor. Dec 9. Comp. Reg Dec 16.
Player, Edward, Cleeve, Somerset, Grocer. Nov 23. Asst. Reg Dec 16.
Ravenscroft, Byfleet Strode, Godalming, Surrey, Tanner. Nov 8. Asst. Reg Dec 15.
Read, Edwin, Mare-st, Hackney, Boot Manufacturer. Nov 30. Comp. Reg Dec 16.
Rimmer, Thos, Preston, Lancashire, Grocer. Dec 3. Comp. Reg Dec 17.
Rhodes, Thos, & Joseph Dobson Good, Leeds, Woollen Cloth Merchants. Nov 23. Comp. Reg Dec 16.
Roberts, John, Lpool, Iron Merchant. Nov 30. Comp. Reg Dec 16.
Robinson, Francis Whitelock, Wintelow, York, Farmer. Nov 13. Asst. Reg Dec 17.
Ruddle, Francis, & Francis Wm Ruddle, Hereford, Hatters. Nov 11. Comp. Reg Dec 16.
Russell, Chas, & Jas Hillery, Pitfield-st, Hoxton, Cheesemongers. Nov 30. Asst. Reg Dec 17.
Salvidge, Wm, Bristol, Carpenter. Dec 10. Comp. Reg Dec 14.
Saunders, Francis, Old Kent-rd, Baker. Dec 8. Comp. Reg Dec 15.
Sharpe, Wm, Epworth, Lincolnshire, Draper. Oct 28. Asst. Reg Dec 10.
Simmons, Thos, & Wm Simmons, Manch, Builders. Dec 14. Comp. Reg Dec 15.
Simpson, Joseph Horatio, Sheffield, Printer. Nov 19. Comp. Reg Dec 15.
Stanhope, Francis, Langham, Rutland, Farmer. Nov 8. Asst. Reg Dec 17.
Taylor, Hy, Lower Tooting, Surrey, Builder. Nov 25. Comp. Reg Dec 15.
Tear, Jas, & John Tear, Sheffield, Drapers. Nov 24. Asst. Reg Dec 16.
Terry, Geo Seymer, Gatewood Inchmary, Eabury, Hants, Farmer. Nov 24. Asst. Reg Dec 16.
Thomas, Jas, Three Colt-st, Limehouse, Hatter. Dec 9. Comp. Reg Dec 13.
Trivett, Ephraim, & Wm Williamson Astill, Nottingham, Lace Manufacturers. Nov 13. Asst. Reg Dec 15.
Wardley, Joshua, Lytham, Lancashire, Stationer. Dec 1. Asst. Reg Dec 17.
Warne, Geo, Rutland-ter, Hornsey-rd, Grocer. Dec 1. Comp. Reg Dec 14.
Wase, Wm, Smallthorne, Staffordshire, Innkeeper. Nov 25. Comp. Reg Oct 14.
Worroll, Geo Alex, Birm, Commission Agent. Dec 7. Comp. Reg Dec 16.
Wyles, Edmund, Sandgate, Kent, Grocer. Nov 19. Asst. Reg Dec 16.
Yates, John, Stoke-upon-Trent, Staffordshire, Builder. Nov 13. Comp. Reg Dec 16.

TUESDAY, Dec. 21, 1869.

Armitage, Thos, Leeds, Picture Frame Manufacturer. Dec 6. Comp. Reg Dec 18.
Bailey, Wm, Essex-rd, Islington, Grocer. Dec 7. Asst. Reg Dec 18.
Baker, Chas Albert, & Joshua Constable, Hornsey-rd, Upper Holloway, Builders. Dec 10. Comp. Reg Dec 18.
Barnard, Arthur, Railway-pl, Forest Hill, Estate Agent. Dec 6. Comp. Reg Dec 17.
Barnett, Wm, Leicester, Builder. Dec 10. Comp. Reg Dec 18.
Beards, Thos, Wolverhampton, Stafford, Beer Retailer. Nov 18. Comp. Reg Dec 17.
Bew, Wm, Hart-st, Wood-st, Merchant. Asst. Reg Dec 21.
Blomfield, Jas, West Stow, Suffolk, Farmer. Nov 23. Asst. Reg Dec 20.
Brundrett, Matthew, Manch, Beer Retailer. Nov 20. Asst. Reg Dec 17.
Cousins, Chas, Bath-ter, Bridge-avenue, Hammersmith, Manager. Dec 11. Comp. Reg Dec 21.
Cox, Alfd, Birm, Stay Manufacturer. Nov 25. Comp. Reg Dec 20.
Crosland, Jas, Huddersfield, York, Flock Dealer. Nov 23. Asst. Reg Dec 18.
Dancy, Stephen, & Wm Dancy, Brighton, Sussex, Builders. Dec 14. Asst. Reg Dec 20.
Davies, Thos, Ebbw Vale, Monmouthshire, Grocer. Nov 17. Asst. Reg Dec 17.
Degras, Jas, Rupert-st, Coventry-st, Haymarket, Trunk Maker. Dec 3. Comp. Reg Dec 17.
De Matros, Wm Nicholas, Leadenhall-st, Merchant. Oct 13. Asst. Reg Dec 20.
Entwistle, Joseph, Manch, Comm Agent. Dec 4. Comp. Reg Dec 18.
Fisher, Fredk Chas, Moorgate-st, Stationer. Nov 23. Comp. Reg Dec 17.
Frearson, Thos, Wymeswold, Leicester, Grocer. Nov 29. Comp. Reg Dec 17.
French, Thos Veitch, Newcastle-upon-Tyne, Watchmaker. Nov 27. Comp. Reg Dec 18.
Gale, Christopher, Hunslet, Leeds, Joiner. Dec 16. Comp. Reg Dec 20.
Gee, Thos, New Kent-rd, Straw Hat Manufacturer. Nov 19. Comp. Reg Dec 17.
Gillingham, Wm, Thornton Heath, nr Croydon, Surrey, Victualler. Dec 7. Comp. Reg Dec 20.
Green, Wm, jun, Hyde, Cheshire, Grocer. Dec 17. Comp. Reg Dec 20.
Greenwell, Richd, Thornley, Durham, Provision Dealer. Dec 1. Asst. Reg Dec 18.
Gregory, Thos, Rotherham, York, Steel Roller. Nov 16. Asst. Reg Dec 20.
Hammond, John, Winchester, Hants, Fishing Tackle Maker. Nov 22. Comp. Reg Dec 20.
Harris, Simon, Cambridge, Jeweller. Dec 17. Comp. Reg Dec 20.
Harvey, Chas, Weston, Cheshire, Shopkeeper. Dec 14. Asst. Reg Dec 20.
Hewett, Fleming, Gorleston, Suffolk, Ship Chandler. Dec 1. Comp. Reg Dec 18.
Hill, Thos Chas, Lincoln, Fishing Vessel Owner. Dec 3. Comp. Reg Dec 18.
Howard, Thos, Lpool, Plumber. Nov 22. Asst. Reg Dec 18.
Hughes, John, Llanrwst, Denbigh, Timber Merchant. Nov 12. Asst. Reg Dec 20.
Iles, Joseph, Kingswood, Gloucester, Cabinet Maker. Dec 1. Comp. Reg Dec 20.
Keenan, Patrick, Bishop Auckland, Durham, Grocer. Nov 24. Comp. Reg Dec 20.
King, David Woolf, Lpool, Tailor. Dec 15. Comp. Reg Dec 20.
Kite, Chas, King's Cross-rd, Gasfitter. Dec 2. Comp. Reg Dec 16.
Knox, Jas, South Hylton, Durham, Innkeeper. Dec 2. Comp. Reg Dec 18.
Lawrence, Geo, Eastry, Kent, Cordwainer. Nov 19. Comp. Reg Dec 17.
Lee, Hy, Westbourne-grove, Bayswater, Jeweller. Nov 22. Comp. Reg Dec 17.
Lee, Hy Joshua, Hoyland, Yorkshire, Joiner. Dec 9. Asst. Reg Dec 17.
Lever, Robt, Southport, Lancashire, Grocer. Dec 14. Asst. Reg Dec 20.
Mackley, John Alborough, Portsea, Hants, Attorney's Clerk. Nov 24. Asst. Reg Dec 20.
Marshall, Wm John Fredk, Kettering, Northampton, Attorney. Nov 20. Comp. Reg Dec 20.
Matt, Jonathan, Ipswich, Suffolk, Cooper. Nov 20. Comp. Reg Dec 20.
Mayer, Chas, Hackney-rd, Boot Manufacturer. Dec 18. Comp. Reg Dec 20.
Miles, Jas, Graham-rd, Dalston, Mercantile Clerk. Nov 20. Comp. Reg Dec 17.
Morris, Wm Paddon, King-sq, Goswell-rd, Publican. Dec 3. Comp. Reg Dec 18.
Musson, Thos, Stone, Staffordshire, Shoe Manufacturer. Nov 27. Comp. Reg Dec 18.
Parks, Chas, Maidstone, Kent, Baker. Dec 6. Comp. Reg Dec 17.
Pasquali, Chas Joseph, & Firmin Michael Reggio, Rood-lane, General Merchants. Dec 8. Comp. Reg Dec 21.
Petty, Watson, Church, Lancashire, Tailor. Nov 30. Asst. Reg Dec 18.
Pollard, Jonathan Miller Andrews, Gray's-inn-rd, Licensed Victualler. Dec 14. Comp. Reg Dec 20.
Pook, Fras, Bury-st, Chelsea, Butler. Dec 15. Comp. Reg Dec 20.
Powell, Joseph, Oldbury, Worcester, Licensed Victualler. Dec 2. Comp. Reg Dec 20.
Price, Thos, Ystrad, Rhondda, Glamorgan, Tailor. May 6. Asst. Reg Dec 20.
Quinn, Jas Aloysius, Lpool, Egg Merchant. Nov 19. Comp. Reg Dec 17.
Ratcliff, Hy, Hurst Mill, Clun, Salop, Miller. Dec 2. Asst. Reg Dec 20.
Read, John, Market Rasen, Lincoln, Common Brewer. Nov 23. Asst. Reg Dec 21.
Russell, Thos, Ball's-pond-rd, Draper. Dec 14. Comp. Reg Dec 16.
Scarth, John, Stockton, Durham, Merchant Tailor. Nov. 17. Comp. Reg Dec 11.
Shakleton, Joshua, Leeds, Butcher. Dec 13. Comp. Reg Dec 21.
Sleeman, Henry Arthur, Eastbourne-ter, Hyde-park, Esq. Nov 19. Comp. Reg Dec 20.
Sparke, William, Saffron Walden, Essex, Grocer. Nov 15. Asst. Reg Dec 11.
Stevens, Wm, Caves-ter, Hammersmith, Contractor's Agent. Nov 26. Comp. Reg Dec 17.
Sussams, Wm Stevenson, Heigham, Norwich, Grocer. Dec 15. Asst. Reg Dec 17.
Sutcliffe, Wm, Brighouse, Yorkshire, Draper. Nov 18. Asst. Reg Dec 20.
Swiddells, Chas, Hensingham, Cumberland, out of business. Dec 11. Comp. Reg Dec 20.
Travis, Hy, sen, Edwd Travis, Joseph Travis, & Saml Travis, Littleborough, Lancashire, Woollen Manufacturers. Nov 22. Asst. Reg Dec 20.
Tremlett, Robt Tuck, Alderney-rd, Mile End, Clerk. Dec 14. Comp. Reg Dec 17.
Urquhart, Jas, Leeds, Woollen Draper. Nov 26. Asst. Reg Dec 20.
Venables, Wm, Burslem, Staffordshire, Grocer. Nov 24. Asst. Reg Dec 20.
Walker, Geo, Beaufort-bldgs, Wine Merchant. Oct 30. Comp. Reg Dec 15.
Walker, Jas, Leeds, Cloth Merchant. Nov 17. Asst. Reg Dec 20.
Wall, John, Hastings, Sussex, Boot Maker. Nov 19. Asst. Reg Dec 17.
Walsh, Jas, Manch, Tobacco Dealer. Nov 16. Asst. Reg Dec 21.
Warburton, Peter, Hutchbank, Lancashire, Cotton Spinner. Dec 15 Comp. Reg Dec 18.
Weters, Geo Jas, Salfords, Horley, Surrey, Grocer. Dec 14. Comp. Reg Dec 17.
Watts, Wm Huson, Church-lane, Hampstead, Builder. Nov 23. Comp. Reg Dec 18.
Wehln, Gustav, Tavistock-sq, Bloomsbury, Watchmaker. Oct 28. Comp. Reg Dec 17.
Whitehead, John, & Anthony Ogden, Newton-heath, nr Manch, Brewers. Nov 26. Asst. Reg Dec 21.
Wightman, Richd, Newcastle-upon-Tyne, Grocer. Nov 30. Asst. Reg Dec 18.
Wright, Alfred, Little Alie-st, Whitechapel, Iron Forge Manufacturer. Nov 19. Comp. Reg Dec 17.

Bankrupts.

FRIDAY, Dec. 17, 1869.

To Surrender in London.

Avery, Wm, Richmond-rd, Dalston, Tailor. Pet Dec 1. Pepys. Jan 7 at 11. New, Basinghall-st.

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Bailey, Charlotte, Queen-st, Hammersmith, out of business. Pet Dec 15. Pepys. Dec 30 at 2. Webb, Austinfriars, Old Broad-st.

Barlow, Wm, Nutbourn-ter, Notting-hill, Cattle Dealer. Pet Dec 13. Pepys. Jan 6 at 12. Smith, Bedford-row.

Barnard, Jas, Kingsland-rd, Confectioner. Pet Dec 15. Murray. Dec 30 at 12. Carter & Bell, Leadenhall-st.

Barr, Richd Roberts, Mars-ter, Plumstead, Baker. Pet Dec 15. Jan 5 at 1. Buchanan, Basinghall-st.

Barry, John, Avenue-rd, Hammersmith, Warehouse Clerk. Pet Dec 15. Murray. Dec 30 at 2. Godfrey, Hatton-garden.

Baxter, Wm Christopher, Walthamstow, Essex, Builder. Pet Dec 15. Jan 5 at 12. Woodward, Ingram-ct, Fenchurch-st.

Beckwith, Joseph Bartholomew, Bermondsey-st, Southwark, Carpenter. Pet Dec 15. Murray. Dec 27 at 2. Eaden, Gray's-inn-sq.

Bentley, Wm Wellington Spencer-st, Dulwich, Financial Agent. Pet Dec 14. Murray. Dec 30 at 1. Bailey, Tokenhouse-yard.

Bevan, Alex, Upper North-st, Poplar, Baker. Pet Dec 13. Jan 4 at 1. Lumley & Lumley, Old Jewry-chambers.

Blackstock, Joseph, Brecknock-rd, Camden-rd, Wine Dealer. Pet Dec 10. Pepys. Dec 31 at 1. Godfrey, Hatton-garden.

Bowen, John Jas, Euston-rd, Pewterer. Pet Dec 14. Murray. Dec 30 at 1. Shiers, New-inn, Strand.

Bristow, Edwd Robt, Twickenham, Middlesex, Carpenter. Pet Dec 10. Jan 4 at 11. Drake, Basinghall-st.

Buckland, Jeremiah, Ealing, Builder. Pet Dec 13. Murray. Dec 30 at 11. Lawrance & Co. Old Jewry-chambers.

Chesterfield, Jas, Godmanchester, Huntingdonshire, Cement Factor. Pet Dec 14. Murray. Dec 30 at 2. Neal & Philpot, Gt Knight-rider-st, Doctors'-commons.

Childs, Chas, Gt Dover-st, Southwark, out of business. Pet Dec 11. Jan 4 at 12. Barton & Drew, Fore-st.

Churchill, John, Prisoner for Debt, London. Pet Dec 14 (for pau). Brougham. Jan 5 at 12. Watson, Basinghall-st.

Clark, Geo, Prisoner for Debt, London. Pet Dec 11 (for pau). Pepys. Jan 6 at 11. Collett, Bloomsbury-sq.

Coleman, John, Prisoner for Debt, London. Pet Dec 10. Brougham. Jan 4 at 11. Lawrence, Lincoln's-inn-fields.

Crosse, Robt Fredk, Park-ter, Penge-rd, Solicitor. Pet Dec 14. Pepys. Jan 6 at 1. Kerby, London-wall.

Davis, Jas, Cambridge, Watchmaker. Pet Dec 13. Pepys. Jan 6 at 11. Nind, Basinghall-st.

Duck, Alfred, Cross-st, Upper-st, Islington, Dairyman. Pet Dec 13. Murray. Dec 30 at 12. Langton, Walbrook.

Everest, Geo, Prisoner for Debt, London. Pet Dec 10 (for pau). Brougham. Jan 4 at 11. Laurence, Lincoln's-inn-fields.

Fairhall, Edwin Jas, Watcombe, Sussex, Farmer. Pet Dec 13. Murray. Dec 30 at 12. Bartram, St Paul's-rd, Canonbury.

Farmilo, David, Prisoner for Debt, London. Pet Dec 11 (for pau). Murray. Dec 30 at 11. Watson, Basinghall-st.

Fernie, Robertson, Southampton-row, Bloomsbury, Clerk. Pet Dec 14. Jan 5 at 12. Gray, Fenchurch-st.

Fuller, Jas, Andover-rd, Islington, Builder. Pet Dec 11. Pepys. Dec 31 at 12. Chidley, Old Jewry.

Gantlett, Thos, Clarendon-st, Pimlico, Tobacconist. Pet Dec 9. Dec 31 at 1. Spicer, Staple-inn.

Gardener, Hy, Prisoner for Debt, Bury St. Edmunds. Pet Dec 11. Jan 4 at 12. Lawrance & Co. Old Jewry-chambers.

Gardiner, Wm, St Ann's-rd, Notting-hill, out of business. Pet Dec 14. Pepys. Jan 6 at 1. Wilkinson, Lincoln's-inn-fields.

Goldsmith, Wm Jas Chas, Chapel End, Walthamstow, Essex, Carpenter. Pet Dec 14. Pepys. Jan 6 at 1. Godfrey, Hatton-garden.

Gregory, Chas, Sussex-st, Brixton-hill, Boot Maker. Pet Dec 13. Pepys. Jan 6 at 1. Barron, Queen-st.

Harding, Jas Wm, Stratford, Essex, Baker. Pet Dec 13. Jan 4 at 1. Lumley & Lumley, Old Jewry-chambers.

Harley, Thos Clifford, Prisoner for Debt, London. Pet Dec 10 (for pau). Brougham. Jan 4 at 1. Rigby, Gresham-st.

Harris, Abraham, St George's-st East, Manager to a Clothier. Pet Dec 13. Pepys. Jan 6 at 12. Harrison, Basinghall-st.

Harris, Saml, Edenham-st, Kensal New Town, out of business. Pet Dec 15. Pepys. Jan 7 at 12. Harrison, Basinghall-st.

Higgs Jas, Prisoner for Debt, London. Pet Dec 13 (for pau). Murray. Dec 30 at 1. Goatley, Bow-st, Covent-garden.

Hill, Wm Horatio, Norwich, Grocer. Pet Dec 14. Jan 5 at 11. Story, King's-rd, Bedford-row; Sadd, Norwich.

Hilliar, John, Bassett-st, Kentish-town, out of business. Pet Dec 14. Pepys. Jan 7 at 12. Newman, Bucklersbury.

Hocking, Benj Matthews, Hendon, Middlesex, Licensed Victualler. Pet Dec 10. Pepys. Dec 31 at 12. Marsh, Billiter-st.

Hope, Chas Fredk, Prisoner for Debt, London. Pet Dec 10 (for pau). Brougham. Jan 4 at 12. Watson, Basinghall-st.

Hough, John Paul, Prisoner for Debt, London. Pet Dec 14 (for pau). Murray. Dec 27 at 2. Lawrence, Lincoln's-inn-fields.

Howe, Thos Heslope, Seaford, Sussex, no business. Pet Dec 13. Pepys. Jan 6 at 11. Patterson & Co, Lombard st.

Hubbard, Hy Cobb, Prisoner for Debt, London. Pet Dec 14 (for pau). Murray. Dec 27 at 2. Laurence, Lincoln's-inn-fields.

Hunnings, Edwd, jun, Prisoner for Debt, London. Pet Dec 11 (for pau). Brougham. Jan 4 at 12. Hicks, Frances-ter, Hackney-wick.

Jones, Fredk Hennessy Sandeman, Bridge-rd, Hammersmith, out of business. Pet Dec 14. Jan 5 at 11. Seaman, Russell-sq.

Keene, Fredk Benj Brooke, Wycombe-ter, Hornsey-rd, Holloway, Furniture Dealer. Pet Dec 13. Pepys. Jan 6 at 11. Treherne & Co, Aldermanbury.

Kemp, Chas, Prisoner for Debt, London. Pet Dec 11 (for pau). Brougham. Jan 4 at 1. Goatley, Bow-st, Covent-garden.

Lacey, Jas Timmis, Sandown, Isle of Wight, Builder. Pet Dec 14. Murray. Dec 30 at 1. Loxley & Morley, Cheapside.

Laforest, Jas John, Handsworth, Staffordshire, Architect. Pet Dec 3 (for pau). Brougham. Jan 4 at 1.30.

Lindup, John, Worthing, Sussex, Bootmaker. Pet Dec 14. Pepys. Jan 7 at 11. Linklaters & Co, Walbrook.

Lock, Edwd, New Malden, Surrey, Licensed Victualler. Pet Dec 15. Murray. Dec 27 at 12. Drake, Basinghall-st.

Marvin, Eliz, Regent-st, Milliner. Pet Dec 14. Murray. Dec 30 at 2. Alcock, Queen-st, Brompton.

Merritt, Thos Edwd, Meopham, Kent, Artist. Pet Dec 13. Murray. Dec 30 at 12. Nickinson & Co, Chancery-lane.

Middleton, Louis Fras, Essex-st, Strand, News Agent. Pet Dec 9. Pepys. Dec 31 at 11. Bilton, Coleman-st.

Mitchell, Fras Thos, South-st, New North-rd, Islington, India Rubber Surgical Instrument Maker. Pet Dec 14. Jan 5 at 11. Murray, Gt St Helen's.

Morgan, Jas Edwd, Prisoner for Debt, London. Pet Dec 8 (for pau). Brougham, Dec 31 at 1. Lilley, Trinity-st, Newington.

Neale, Jas, Basing-pl, Kingsland-rd, no occupation. Pet Dec 14. Murray. Lec 30 at 2. Butcher, Bouverie-st, Fleet-st.

Newell, Freeman, Hermitage-villas, Richmond, Comm Traveller. Pet Dec 14. Murray. Dec 27 at 11. Roscoe & Hincks, King-st, Finsbury-sq, for Deacon, Peterborough.

Owen, Saml Claydon, Prisoner for Debt, London. Pet Dec 14 (for pau). Murray. Dec 27 at 2. Davis, Harp-lane.

Pankhurst, Benj Baker, Charlotte-st, Albert-rd, North Woolwich. Pet Dec 14. Jan 5 at 11. Rigby, Gresham-st.

Parsons, Geo Hy, & Tom Saunders, Ryde, Isle of Wight, Builders. Pet Dec 13. Pepys. Jan 6 at 11 Vizard & Co, Lincoln's-inn-fields, for Beckingsale, Newport.

Petty, Fras, Prisoner for Debt, London. Pet Dec 13 (for pau). Murray. Dec 30 at 1. Weatherhead, Coleman-st.

Phillips, John, Norwich, Licensed Common Brewer. Pet Dec 14. Pepys. Jan 7 at 11. Storey, King's-rd, Bedford-row, for Sadd, Norwich.

Pickett, John Thos, Hanover-pl, Essex-st, Islington, Dairyman. Pet Dec 14. Murray. Dec 30 at 1. Godfrey, Hatton-garden.

Poole, Jas Guy, Threadneedle-st, Merchant. Pet Nov 23. Murray Dec 30 at 11. Fox & Robinson, Gresham-house, Old Broad-st.

Powell, Oswald Jas, Cleveland-st, Camberwell, Paper Hanger. Pet Dec 15. Jan 5 at 1. Hicklin & Co, Trinity-sq, Borough.

Ravener, Richd, Dartford, Kent, out of business. Pet Dec 13. Murray. Dec 30 at 12. Harcourt & Macarthur, Moorgate-st.

Reeve, John, jun. St Paul's-rd, Camden-town, Clerk. Pet Dec 13. Jan 4 at 1. Richardston, George-st, Mansion House.

Rosier, Walter Geo, Prisoner for Debt, London. Pet Dec 13 (for pau). Brougham. Jan 4 at 1.30. Watson, Basinghall-st.

Russell, Walter Herbert, Featherstone-bldgs, High Holborn, Relief Stamper. Pet Dec 13. Jan 4 at 1.30. Nind, Basinghall-st.

Sendall, Hy, & Chas Sendall, Nutfield, Surrey, Butchers. Pet Dec 10. Jan 10 at 11. Duncan & Murton, Southampton-st, Bloomsbury; Hart & Head, Reigate.

Sharpe, Thos, Prisoner for Debt, London. Pet Dec 13 (for pau). Pepys Jan 7 at 12. Lawrence, Lincoln's-inn-fields.

Shillito, Hy Thompson, Prisoner for Debt, London. Pet Dec 9. Dec 31 at 1. Chapman & Co, Lincoln's-inn-fields.

Silvester, Richd, Drury-lane, Coach Ironmonger. Pet Dec 15. Murray. Dec 30 at 12. Hall, Lincoln's-inn-fields.

Smith, John, John-st, St John's Wood, out of business. Pet Dec 13. Murray. Dec 30 at 12. Haynes, Duke-st, Manchester-sq.

Triggs, Wm, Mansell-st, Whitechapel, Plumber. Pet Dec 13. Murray. Dec 30 at 12. Godfrey, Hatton garden.

Turner, Geo, Wint-ter, Manchester-rd, Poplar, out of business. Pet Dec 15. Jan 5 at 1. Cooke, Gresham-bldgs, Basinghall-st.

Wade, John Chas, Doby-ct, Maiden-lane, Queen-st, Upper Thames-st, Waste Paper Dealer. Pet Dec 11. Pepys. Dec 31 at 11. Aldridge, Mark-lane.

Watts, Richd, Mansfield-pl, Kentish-town, Carrier. Pet Dec 14. Jan 5 at 11. Lawrence, Lincoln's-inn-fields.

Wilkins, Geo, Kennerly, Surrey, Butcher. Pet Dec 14. Jan 5 at 11. Hicklin & Co, Trinity-sq, Southwark.

Wilson, Edmund Bailey, Egham, Surrey, Innkeeper. Pet Dec 10. Dec 31 at 1.30. Miller & Miller, Sherborne-lane; Spiller, Egham.

Winkworth, Jas, Britannia-rd, Surbiton-hill, Carpenter. Pet Dec 14. Pepys. Jan 7 at 12. Cooke, Gresham-bldgs.

Wise, Chas Eyre, Southwick, Sussex, Master Mariner. Pet Dec 1. Pepys. Jan 7 at 11. Pullen, King-st, Cheapside.

Wormsley, John Rootham, Earith, St Ives, Huntingdon, Carpenter. Pet Dec 13. Jan 4 at 1.30. Jacots, Bedford-row

Wright, Jas Smith, Clifton, Bedfordshire, Licensed Victualler. Pet Dec 15. Jan 5 at 1. Hare, Mitre-ct, Temple.

To Surrender in the Country.

Abbey, Herbert, Sheffield, out of business. Pet Dec 13. Wake. Sheffield, Dec 29 at 1. Binney & Son, Sheffield.

Abraham, Hy, Stony Stratford, Buckinghamshire, Licensed Victualler. Pet Dec 13. Bull. Newport Pagnell, Dec 29 at 4. Conquest & Stimson, Bedford.

Astill, Walter, Louth, Lincolnshire, Confectioner. Pet Dec 13. Uppleby. Lincoln, Dec 29 at 11. Rex, Lincoln.

Attridge, Stephen Gurton, Chelmsford, Essex, Assistant to a Poultry Dealer. Pet Dec 2 (for pau). Wade. Dunmow, Dec 28 at 10. Johnson, Gt Dunmow.

Baker, Wm, Longpark, Saint Mary Church, Devon, Farmer. Pet Dec 14. Exeter, Dec 28 at 2. Hooper & Woollen, Torquay; Floud, Exeter.

Barker, David, South Dunstable, Bedfordshire, Sawyer. Pet Dec 14. Austin. Luton, Dec 31 at 4. Bailey, Luton.

Barron, Jonathan, Devonport, out of employment. Pet Dec 14. Pearce. East Stonehouse, Dec 29 at 11. Edmonds & Son, Plymouth.

Bellairs, Sarah Ann, & Jane Alice Bemrose, Spalding, Lincolnshire, Dealers in Boots. Pet Dec 10. Bonner. Spalding, Dec 28 at 10. Percival, Spalding.

Bestwick, Wm, Burton-on-Trent, Staffordshire, out of business. Pet Dec 14. Hubbersty. Burton-on-Trent, Dec 29 at 10. Wilson, Burton-on-Trent.

Blore, Wm, Uttoxeter, Staffordshire, Taxidermist. Pet Dec 11. Flint. Uttoxeter, Dec 29 at 11. Cowlishaw, Uttoxeter.

Bogle, Mary, & Hy Bogle, Birm, Grocers. Pet Dec 13. Guest. Birm, Jan 7 at 10. Rowlands, Birm.

Booth, Thos, Batley, Yorkshire, Joiner. Pet Dec 15. Leeds, Dec 27 at 11. Ibberson, Dewsbury; Bond & Barwick, Leeds.

Bostock, Hy, Babbington, Nottingham, Collier. Pet Dec 4. Ingle. Belper, Dec 30 at 11. Smith, Derby.

Boustead, Geo, Carlisle, Draper. Pet Dec 13. Halton. Carlisle, Dec 30 at 11. Wright, Carlisle.

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Bowery, Jesse, Gloucester, Grocer. Pet Dec 14. Wilde. Bristol, Dec 28 at 11. Cooke, Gloucester.
Broadbridge, Geo, Lpool, General Broker. Pet Oct 21. Lpool, Dec 29 at 11. Etty, Lpool.
Brumby, Joshua, Lpool, Foreman. Pet Dec 14. Hime. Lpool, Dec 28 at 12.30. Nordon, Lpool.
Burnett, Saml, Louth, Lincolnshire, Picture Frame Maker. Pet Dec 11. Waite. Louth, Dec 29 at 10. Hyde, Louth.
Buscall, Wm Chas, Sheffield, Cabinet Maker. Pet Dec 15. Wake. Sheffield, Dec 29 at 1. Sugg, Sheffield.
Carter, Chas Hy, Pudsey, Yorkshire, out of business. Pet Dec 14. Bradford, Jan 11 at 9.15. Terry & Robinson, Bradford.
Chalice, Thos, Plymouth, Devon, Baker. Pet Dec 14. Pearce. East Stonehouse, Dec 29 at 11. Edmonds & Son, Plymouth.
Chapman, Leonard, Hulme, Manch, Butter Merchant. Pet Dec 15. Hulton. Salford, Dec 29 at 9.30. Hampson, Manch.
Clay, Jas, Langford Budville, Somersetshire, no business. Pet Dec 11. Burridge. Wellington, Dec 29 at 12. Taunton, Taunton.
Clews, Chas Hodgetts, Cradley, Worcester, Woollen Mop Manufacturer. Pet Dec 15. Harward. Stourbridge, Dec 31 at 10. Freer & Perry Stourbridge.
Collingwood, Saml, Birm, out of business. Pet Dec 11. Guest. Birm, Jan 7 at 10. Parry, Birm.
Cooper, Ellen Hilton, Chipping Wycombe, Bucks, Milliner. Pet Dec 14. Parker. High Wycombe, Dec 29 at 11. Spicer, Gt Marlow.
Cordingley, Chas Augustus, Lytham, Lancashire, out of business. Pet Dec 13. Dec 30 at 11. Lupton, Lpool.
Crossley, Richd, Sheffield, Plumber. Pet Dec 16. Wake. Sheffield, Dec 29 at 1. Mellor, Sheffield.
Culverwell, Wm, Bishops Lydeard, Somersetshire, Baker. Pet Dec 13. Meyler. Taunton, Dec 29 at 12. Trenchard, Taunton.
Cutler, Maria, Wollaston, Worcestershire, Provision Dealer. Pet Dec 13. Harward. Stourbridge, Dec 31 at 10. Wall, Stourbridge.
Durrans, Matthias, Rastrick, Yorkshire, Woollen Slubber. Pet Dec 13. Rankin. Halifax, Dec 31 at 10. Holroyde & Smith, Halifax.
Elston, John, Birm, Butcher. Pet Dec 15. Guest. Birm, Jan 7 at 10. Hawkes, Birm.
Emeny, John Andrew, Keswick, Cumberland, Butcher. Pet Dec 14. Broatch. Keswick, Dec 23 at 11. Ansell, Keswick.
Evans, John, Whiteheath-gate, Worcestershire, Retail Brewer. Pet Dec 15. Watson. Oldbury, Jan 5 at 10. Shakespeare, Oldbury.
Faulconbridge, Wm, sen, Nottingham, out of business. Pet Dec 14. Tudor. Birm, Dec 28 at 11. Belk, Nottingham.
Foster, John, Misterton, Nottinghamshire, Bootmaker. Pet Dec 11. Burton. Gainsborough, Dec 28 at 11. Hayes, Gainsborough.
Garrett, Benj, Prisoner for Debt, Bristol. Adj Dec 10. Wilde. Bristol, Dec 28 at 11.
Goldman, Marks, South Shields, Durham, Dealer in Tobacco. Pet Dec 15. Wawn. South Shields, Dec 30 at 12. Duncan, South Shields.
Gray, Joseph, Lpool, Licensed Victualler. Pet Dec 16. Lpool, Dec 28 at 12. Kenion, Lpool.
Griffiths, Griffith, Maerdy, Denbigh, Shoemaker. Pet Dec 6. James. Corwen, Dec 22 at 11. Hughes, Corwen.
Hall, Chas, Nottingham, Journeyman Shoemaker. Pet Dec 14. Patchitt. Nottingham, Feb 9 at 10.30. Heathcote, Nottingham.
Hancock, Danl, Kidsgrove, Staffordshire, Miner. Pet Dec 14. Challinor. Hanley, Jan 8 at 11. Leech, Newcastle-under-Lyme.
Hanzell, Thos Smith, Lpool, Shipwright. Pet Dec 15. Lpool, Dec 29 at 12. Gregory, Lpool.
Hartland, John, & Wm Hy Hartland, Sheffield, Stone Merchants. Pet Dec 13. Wake. Sheffield, Dec 29 at 1. Binney & Son, Sheffield.
Hayward, Isaac, Stoke's-rd, Hants, Bootmaker. Pet Dec 13. Howard. Portsmouth, Jan 21 at 12. Blake, Portsea.
Heap, Jonathan, Northwich, Cheshire, Wine Merchant. Pet Dec 13. Lpool, Dec 28 at 12. Boote & Rylance, Manch.
Heatley, Wm, Everton, nr Lpool, Comm Agent. Pet Dec 9. Hime. Lpool, Dec 28 at 2. Grocott. Lpool.
Helliwell, Alfred, Rastrick, Yorkshire, Tea Dealer. Pet Dec 16. Leeds, Dec 27 at 11. Barber. Brighouse; Bond & Barwick, Leeds.
Hill, Benj, Garston, Lancashire, Joiner. Pet Dec 14. Lpool, Dec 28 at 11. Wilcocks, Lpool.
Hoare, John, Gt Cranford, Dorsetshire, Road Contractor. Pet Dec 11. Rawlins. Wimborne Minster, Dec 31 at 4. Atkinson, Blandford.
Ince, John, Bromsgrove, Worcestershire. Pet Dec 14. Scott. Bromsgrove, Dec 29 at 10. Simmons, Redditch.
Johnston, Wm Galt, Lpool, Ship Smith. Pet Dec 16. Lpool, Dec 29 at 11. Miller & Co, Lpool.
Jones, David, Prisoner for Debt, Manch. Pet Dec 14 (for pau). Kay. Manch, Jan 13 at 9.30. Ambler, Manch.
Jones, John, Lpool, Boot Maker. Pet Dec 11. Hime. Lpool, Dec 28 at 11. Worship, Lpool.
Kaye, Thos, Wakefield, Yorkshire, out of business. Pet Dec 15. Leeds, Dec 27 at 11. Simpson, Leeds.
Knowles, Joseph, Dudley-hill, Yorkshire, Bootmaker. Pet Dec 14. Bradford, Jan 7 at 9.15. Rhodes, Bradford.
Leighton, Chas, Fenton, Staffordshire, out of business. Pet Dec 13. Hill. Birm, Dec 29 at 12. James & Griffin, Birm.
Lister, Joseph, & John Marriott, Batley Carr, Yorkshire, out of business. Pet Dec 16. Leeds, Dec 27 at 11. Harle, Leeds.
Marks, Wm Geo, Gt Marlow, Bucks, Beer-shop Keeper. Pet Dec 14. Parker. High Wycombe, Dec 29 at 11. Spicer, Gt Marlow.
Marshall, Thos, Kingston-upon-Hull, Hosier. Pet Dec 15 (for pau). Phillips. Kingston-upon-Hull, Dec 28 at 11. Spurr & Chambers, Hull.
Matthews, Robt, Netley, Hants, Licensed Victualler. Pet Dec 11. Thorndike. Southampton, Dec 28 at 12. Guy, Southampton.
May, Edwd, jun, Brighton, Sussex, Grocer. Pet Dec 13. Evershed. Brighton, Dec 31 at 11. Runnacles, Brighton.
McCoskrie, Edwd, Gloucester, Commercial Traveller. Pet Dec 11. Wilton. Gloucester, Jan 1 at 12. Taynton, Gloucester.
McDonald, Jas Alex, Prisoner for Debt, Manch. Pet Dec 14 (for pau). Kay. Manch, Jan 13 at 9.30. Ambler, Manch.
Moon, Richd, & Edwd Deathe, Toxteth-pk, Lpool, Provision Dealers. Pet Dec 10. Lpool, Dec 30 at 11. Evans & Lockett, Lpool.
Moon, Wm, Harding, Birkenhead, Cheshire, Clerk. Pet Dec 15. Lpool, Dec 29 at 11. Bellringer, Lpool.
Mortimer, Mary Ann, Leaven-heath, Suffolk, Spinster. Pet Dec 14. Newman. Hadleigh, Dec 30 at 10. Pearce, Ipswich.
Murray, Geo Fredk, Southampton, Publican. Pet Dec 13. Thorndike. Southampton, Dec 28 at 12. Lobb, Southampton.
Nadin, Saml, Blackfordby, Leicestershire, out of business. Pet Dec 14. Dewes. Ashby-de-la-Zouch, Dec 31 at 12. Wilson, Burton-upon-Trent.
Newall, Saml, Voryd, Flint, Shipwright. Pet Dec 11. Sisson. St Asaph, Dec 29 at 11. Davies, Holywell.
Nind, Philip Pitt, Torquay, Devon, Surgeon. Pet Dec 13. Exeter, Dec 28 at 1. Campion, Exeter.
Owen, Robt, Birm, out of business. Pet Dec 14. Hill. Birm, Dec 29 at 12. East, Birm.
Parkes, Alex, Gravelly-hill, Warwickshire, Manager of Tube Works. Pet Dec 15. Hill. Birm, Dec 29 at 12. James & Griffin, Birm.
Pinder, John, Newark-on-Trent, Nottinghamshire, Hairdresser. Pet Dec 13. Newton. Newark, Dec 29 at 12. Ashley, Newark.
Pople, Abraham, Burnham, Somersetshire, Stone Contractor. Pet Dec 15. Davies. Weston-super-Mare, Dec 28 at 11.40. Baker & Phillott, Weston-super-Mare.
Proctor, Wm Hy, Westbromwich, Staffordshire, Linendraper's Assistant. Pet Dec 15. Watson. Oldbury, Jan 5 at 10. Parry, Birm.
Ridgers, Wm Hy, Newark-on-Trent, Nottinghamshire, Cabinet Maker. Pet Dec 11. Newton. Newark, Dec 29 at 12. Belk, Nottingham.
Riley, John, Prisoner for Debt, Manch. Pet Dec 14 (for pau). Kay. Manch, Jan 13 at 9.30. Ambler, Manch.
Ringham, Mark, Kingston-on-Hull, Watchmaker. Pet Dec 8. Phillips. Kingston-on-Hull, Dec 30 at 11.
Robbins, Jas, Newport, Monmouthshire, Grocer. Pet Dec 14. Roberts. Newport, Dec 29 at 12. Pain, Newport.
Roberts, Wm, Wrexham, Denbighshire, Cattle Jobber's Assistant. Pet Dec 15. Reid. Wrexham, Dec 31 at 11. Sherratt, Wrexham.
Roberts, Wm, Burslem, Staffordshire, Journeyman Potter. Pet Dec 13. Challinor. Hanley, Jan 8 at 11. Tomkinson, Burslem.
Roberts, Evan, Ynyslas, Cardigan, Licensed Victualler. Pet Dec 14, Wilde. Bristol, Dec 30 at 11. Williams, Llanidloes; Press & Inskip, Bristol.
Robinson, Fredk, Hastings, Sussex, Shoemaker. Pet Dec 13. Young. Hastings, Dec 29 at 11. Philbrick, Hastings.
Saville, Richd, Newton, Manch, Joiner. Pet Dec 15. Kay. Manch, Jan 13 at 9.30. Pinnell, Manch.
Sheridan, Chas, Birm, out of business. Pet Dec 1. Guest. Birm, Jan 7 at 10. Allen, Birm.
Shirt, Saml, Ashton-under-Lyne, Lancashire, Factory Operative. Pet Dec 15. Hall. Ashton-under-Lyne, Dec 30 at 12. Roscoe, Ashton-under-Lyme.
Simpson, Christophor, Hanley, Staffordshire, out of business. Pet Dec 14. Challinor. Hanley, Jan 8 at 11. Welch, Hanley.
Smith, Wm, Bradford, Yorkshire, Grocer. Pet Dec 14. Bradford, Jan 7 at 9.15. Hutchinson, Bradford.
Smith, John, Church Aston, Salop, Merchant's Clerk. Pet Dec 11. Liddle. Newport, Jan 8 at 10. Walker, Wellington.
Soans, Richd, Prisoner for Debt, Kingston-upon-Hull. Adj Dec 8. Phillips. Kingston-upon-Hull, Dec 30 at 12.
Stenton, Fredk, Sheffield, Bricklayer. Pet Dec 11. Wake. Sheffield, Dec 29 at 1. Clegg, Sheffield.
Stockwell, Jas, Armley, Yorkshire, Fishmonger. Pet Dec 16. Marshall. Leeds, Dec 29 at 12. Shackleton & Son, Leeds.
Stoddart, Thos, Bolam, Durham, Labourer. Pet Dec 13. Trotter. Bishop Auckland, Dec 30 at 10. Thornton, Bishop Auckland.
Stones, Hy, New Accrington, Lancashire, Rope Maker. Pet Dec 10. Woodcock. Haslingden, Dec 31 at 10. Bannister, Accrington.
Teasdale, Geo, Salford, Lancashire, Engine Driver. Pet Dec 14. Kay. Manch, Jan 13 at 9.30. Burton, Manch.
Thomas, Wm Howell, Birm, Journeyman Carpenter, Pet Dec 15. Guest. Birm, Jan 7 at 10. Fallows, Birm.
Thompson, John, Grange-town, nr Cardiff, Glamorganshire, Ropemaker. Pet Dec 15. Wilde. Bristol, Dec 30 at 11. Press & Inskip, Bristol.
Thresh, Hy, Barnsley, Yorkshire, Tailor. Pet Dec 13. Bury. Barnsley, Dec 31 at 3. Frudd, Barnsley.
Timmins, Joseph. Penryn, Cornwall, Grocer. Pet Dec 13. Tilly. Falmouth, Dec 28 at 11. Tremewen, Falmouth.
Tucker, Fredk Walter, Norwich, Comm Agent. Pet Dec 15. Palmer. Norwich, Dec 28 at 11. Ladd, Norwich.
Turner, Theodore, Exeter, Cabinet Maker. Pet Dec 16. Daw. Exeter, Dec 28 at 11. Campion, Exeter.
Uttley, Abraham, Blackburn, Lancashire, out of business. Pet Dec 11. Bolton. Blackburn, Jan 3 at 1. Pickop, Blackburn.
Vickery, Richd Waterman, Tiverton, Devon, Furniture Dealer. Pet Dec 14. Daw. Tiverton, Dec 29 at 11. Clarke & Payne, Tiverton.
Wade, Robt, Knaresborough, Yorkshire, Brewer. Pet Dec 15. Leeds, Dec 27 at 11. Hirst & Capes, Knaresborough; Simpson, Leeds.
Waling, Alfred Edwd, Long Sutton, Lincolnshire, Machinist. Pet Dec 13. Caparn. Holbeach, Dec 28 at 11. Ollard, Holbeach.
Walkington, Wm, Manch, out of business. Pet Dec 11. Kay. Manch, Jan 12 at 9.30. Marriott, Manch.
Walters, Geo, Pinhoe, Devon, Corn Dealer. Pet Dec 13. Exeter, Dec 28 at 12. Rogers, Exeter.
Warburton, John, Lpool, Journeyman House Paint r. Pet Dec 13. Hime. Lpool, Dec 28 at 11.30. Morgan, Lpool.
Watts, Luke, Melcombe Regis, Dorsetshire, Painter. Pet Dec 15. Andrews. Weymouth, Jan 3 at 11. Tizard & George, Weymouth.
West, Thos, Hemel Hempstead, Hertford, Grocer. Pet Dec 7. Blagg. St Albans, Dec 29 at 2. Shiers, New-inn.
Wood, Joseph, Nottingham, Hairdresser. Pet Dec 6. Tudor. Birm, Dec 28 at 11. Cowley, Nottingham.

TUESDAY, Dec. 21, 1869.

To Surrender in London.

Abbott, Jas, High-st, Wandsworth, Brush Dealer. Pet Dec 16. Pepys. Jan 7 at 1. Lewis & Co, Basinghall-st.
Allen, Alfred Benj de Lisle, Kilburn-pk-rd, Maida-vale, Surgeon. Pet Dec 18. Murray. Jan 5 at 11. Cooke, Gresham-bldgs, Guildhall.
Allen, Thos, Prisoner for Debt, London. Pet Dec 15 (for pau). Pepys. Jan 7 at 12. Watson, Basinghall-st.
Barber, Robt, Prisoner for Debt, London. Pet Dec 16 (for pau). Murray. Jan 3 at 12. Hicks, Francis-ter, Hackney-wick.
Barnwell, Geo John, Bromley-by-Bow, Grocer. Pet Dec 17. Murray. Jan 3 at 1. Edwards, Bush-lane, Cannon-st.

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Bonfield, Wm Joseph, Prisoner for Debt, London. Pet Dec 16 (for pau). Pepys. Dec 31 at 2. Kimberley, Scott's-yd, Bush-lane.
Brace, Geo Hy, Prisoner for Debt, London. Pet Dec 17 (for pau). Murray. Jan 3 at 1. Watson, Basinghall-st.
Braid, Jas, Prisoner for Debt, London. Pet Dec 16 (for pau). Brougham. Jan 10 at 11. Dobie, Basinghall-st.
Brigden, Thos, Prisoner for Debt, London. Pet Dec 14 (for pau). Brougham. Jan 5 at 12. Lawrence, Lincoln's-inn-fields.
Bristow, Geo, Prisoner for Debt, London. Pet Dec 18 (for pau). Murray. Jan 3 at 2. Nash, Bevois-ct, Basinghall-st.
Brown, John, Prisoner for Debt, London. Pet Dec 18 (for pau). Brougham. Jan 10 at 1. Lawrence, Lincoln's-inn-fields.
Bryant, Ebenezer Geo, Prisoner for Debt, London. Pet Dec 15 (for pau). Murray. Jan 3 at 11. Hicks, Francis-ter, Hackney-wick.
Bryett, Lewis, Gosport, Hants, Auctioneer. Pet Dec 17. Murray. Jan 3 at 1. Burt, Guildhall-chambers.
Buckle, Fras, Westbourne-grove, Bayswater, Upholsterer. Pet Dec 18. Jan 12 at 12. Pritchard & Co, Bell-yd, Doctors'-common.
Chaplin, Chas, Norwich, out of business. Pet Dec 18. Pepys. Jan 7 at 1. Westall & Co, Leadenhall-st.
Child, Wm Hy, St Andrew's-st, Wandsworth-rd, Builder. Pet Dec 17. Murray. Jan 3 at 1. Snell, George-st, Mansion-house.
Childs, Richd, Chemes-st, Tottenham-ct-rd, Lithographic Artist. Pet Dec 17. Murray. Jan 3 at 1. Lindus, Cheapside.
Corby, Chas, Hillingdon, Middx, Builder. Pet Dec 17. Pepys. Jan 7 at 1. Gardiner, St Swithin's-lane.
Cornwell, Levi, Stratford, Essex, no business. Pet Dec 17. Jan 10 at 12. Vann, Worship-st, Finsbury.
Corringham, Richd, Canterbury, Kent, Watchmaker. Pet Dec 15. Pepys. Jan 7 at 11. Rigby, Gresham-st.
Crow, Edwd, Richmond-ter, Shepherd's-bush, Tailor. Pet Dec 17. Jan 10 at 12 Davis, Chancery-lane.
Currie, Mark Riddell, Haseldein, Sussex, Merchant. Pet Dec 13. Pepys. Jan 6 at 12. Masterman, Pancras-lane.
Davies, Wm Clifford, Prisoner for Debt, London. Pet Dec 16 (for pau). Pepys. Dec 31 at 2. Dobie, Basinghall-st.
Davis, Chas, Windmill-ct, Smithfield, out of business. Pet Dec 13. Pepys. Jan 6 at 11. Davis, Harp-lane, Gt Tower-st.
Davis, John, Kingsthorpe, Northampton, out of business. Pet Dec 14. Pepys. Jan 7 at 11. Hincks, Francis-ter, Hackney Wick.
De Lavigerie, Louis Antoine Justin Alfd Duboys, St Swithin's-lane, Theatrical Manager. Pet Dec 13. Pepys. Jan 6 at 12. Watson, Basinghall-st.
Deplanche, Martin Theodore de la Trinite, Prisoner for Debt, London. Pet Dec 17. Jan 10 at 1. Abrahams, Old Jewry.
Dunstan, Peter Manasseh, Chippenham-ter, Harrow-rd, Grocer. Pet Dec 18. Jan 10 at 2. Tilley, Finsbury-pl South.
Edmunds, John Dunkley, Stratford, Essex, Grocer. Pet Dec 13. Jan 4 at 12. Peverley, Gresham-bldgs, Basinghall-st.
Eldridge, Arthur Jas, Prisoner for Debt, London. Pet Dec 17 (for pau). Pepys. Jan 7 at 2. Dobie, Basinghall-st.
Ferguson, Robt Gordon, Prisoner for Debt, London. Pet Dec 17 (for pau). Pepys. Jan 13 at 11. Bannister & Co, Rectory House, Martin's lane.
Fischart, Chas Wm Fredo Fischer, Stalham-st, Paddington, out of business. Pet Dec 18. Pepys. Jan 6 at 12. Marshall, Lincoln's-inn-fields.
Ford, John, Prisoner for Debt, London. Pet Dec 17 (for pau). Murray. Jan 3 at 2. Lawrence, Lincoln's-inn-fields.
Francis, Jas, St Martin's-st, Licensed Victualler. Pet Dec 13. Jan 4 at 1. Bishop, Essex-st, Strand.
Franklin, John, York-pl, Portman-sq, Milliner. Pet Dec 18. Murray. Jan 5 at 11. Ryan, Lincoln's-inn-fields.
French, Thos, Sandtoft-villas, Palace-rd, Upper Norwood, Lodging-house Keeper. Pet Dec 15. Pepys. Jan 7 at 1. Kent & Co, Cannon-st.
Gaunt, Jas, Godmanchester, Huntingdonshire, Pig Dealer. Pet Dec 17. Pepys. Jan 6 at 2. Fox & Co, Gresham-house, Old Broad-st.
Greby, Chas, Queen's-crescent, Haverstock-hill, China Dealer. Pet Dec 16. Pepys. Jan 7 at 1. Denton & Co, Gray's-inn-sq.
Grainger, Saml, Canterbury, Kent, Steam Saw Mill Proprietor. Pet Dec 17. Pepys. Jan 6 at 2. Sturt, Ironmonger-lane, for Sankey & Co, Canterbury.
Griffiths, Thos, Durham-rd, Plumstead, Carpenter. Pet Dec 17. Murray. Jan 3 at 1. Buchanan, Basinghall-st.
Harrington, Wm, Prisoner for Debt, London. Pet Dec 15 (for pau). Murray. Jan 3 at 11, Dobie, Basinghall-st.
Haydon, Hy, Alfred-ter, Lower Sydenham, Butcher. Pet Dec 17. Jan 10 at 12. Godfrey, Hatton-garden.
Higgs, Thos, Cockspur-st, Charing-cross. Pet Dec 17. Jan 10 at 1. Briant, Winchester-house, Old Broad-st.
Hore, Thos, Prisoner for Debt, London. Pet Dec 16 (for pau). Murray. Jan 3 at 12. Lawrence, Lincoln's-inn-fields.
Hubbard, Geo, Mornington-rd, Leytonstone, Journeyman Carpenter. Pet Dec 16. Murray. Jan 3 at 12. Godfrey, Hatton-garden.
Hubbard, Jas, Prisoner for Debt, London. Pet Dec 14 (for pau). Brougham. Jan 5 at 11. Lawrence, Lincoln's-inn-fields.
Hyams, Benj, Martha-st, Haggerstone, Beershop Keeper. Pet Dec 18. Pepys. Jan 7 at 2. Alcock, Queen-st, Brompton.
Isaacs, Lewis, Leyton-rd, Stratford, Assistant. Pet Dec 16. Murray. Jan 3 at 12. Cooke, Gresham-bldgs, Guildhall.
Jennings, Thos, Peterborough, Northamptonshire, Boot Salesman. Pet Dec 17. Murray. Jan 3 at 11. Sole & Co, Aldermanbury, for Smith, Peterborough.
Kirk, Geo, Plumstead, Kent, out of business. Pet Dec 18. Murray. Jan 5 at 11. Sword, Finsbury-pavement.
Lee, Thos, Lordship-pl, Chelsea, Plumber. Pet Dec 17. Jan 10 at 2. Smith, Crooked-lane.
Lock, Francis John, Reading, Berks, Printer. Pet Dec 15. Jan 5 at 12. Wilkinson, Bedford-st, Covent-garden.
Martinez, Manuel Garcia, Porten-rd, Hammersmith, out of business. Pet Dec 17. Jan 10 at 1. Tilley, Finsbury-pl, South.
Mason, Hy, Tabernacle-sq, Beerseller. Pet Dec 16. Pepys. Dec 31 at 2. Dobson, Mile End-rd.
Montagnol, Philip, Prisoner for Debt, London. Pet Dec 15 (for pau). Pepys. Jan 6 at 12. Watson, Basinghall-st.
Morley, Thos Wm, Prisoner for Debt, London. Pet Dec 16 (for pau). Pepys. Dec 31 at 2. Lawrence, Lincoln's-inn-fields.
Moulson, Jas Albert, High-st, Islington, Barman. Pet Dec 18. Jan 10 at 1. Ody, Trinity-st, Southwark.
Musgrave, Frank, Adelphi-ter, Strand, Professor of Music. Pet Dec 16. Pepys. Jan 7 at 1. Kent & Co, Cannon-st.
Page, John Offord, Old Kent-rd, Pork Butcher. Pet Dec 17. Murray. Jan 3 at 1. Harcourt & Macarthur, Moorgate-st.
Pates, Geo, Prisoner for Debt, London. Pet Dec 16 (for pau). Murray. Jan 3 at 12. Lawrance, Lincoln's-inn-fields.
Pease, Peter, Prisoner for Debt, London. Pet Dec 15 (for pau). Murray. Jan 3 at 11. Hicks, Francis-ter, Hackney-wick.
Power, Wm Geo, Prisoner for Debt, London. Pet Dec 15 (for pau). Murray. Jan 3 at 11. Charlton, Waterloo-rd.
Preston, Ernest, Sussex-st, Pimlico, Comm Agent. Pet Dec 17. Jan 10 at 12. Keighley & Gething, Ironmonger-lane.
Rowe, John, Prisoner for Debt, London. Pet Dec 17 (for pau). Pepys. Jan 7 at 2. Goatley, Bow-st, Covent-garden.
Sanderson, Fredc, Geneva-rd, Brixton, no occupation. Pet Dec 16. Murray. Jan 3 at 11. Heggerty, Gt George-st, Westminster.
Schafer, John Jacob, Coningham-ter, Shepherd's-bush, Tobacconist. Pet Dec 18. Murray. Jan 3 at 2. Cooke, Gresham-bldgs, Guildhall.
Sheen, Richd, Castle Hedingham, Essex, Grocer. Pet Dec 17. Murray. Jan 3 at 12. Reed & Co, Gresham-st.
Smee, Augustus John, New Cross-rd, Deptford, out of business. Pet Dec 18. Pepys. Jan 7 at 2. Rigby, Gresham-st.
Smith, Jas, High Holborn, Baker. Pet Dec 16. Jan 5 at 1. Hicks, Francis-ter, Hackney-wick.
Smith, Wm Abbotts, Finsbury-sq, Medical Practitioner. Pet Dec 16. Murray. Jan 3 at 12. Durant, Guildhall-chambers, Basinghall-st.
Spriggs, Thos, Prisoner for Debt, London. Pet Dec 16 (for pau). Brougham. Jan 10 at 11. Goatley, Bow-st, Covent-garden.
Spurgeon, Clement Moore, Prisoner for Debt, London. Pet Dec 16 (for pau). Murray. Jan 3 at 12. Dobie, Basinghall-st.
Startup, John, High-st, Woolwich, Baker. Pet Dec 17. Murray. Jan 3 at 1. Buchanan, Basinghall-st.
Stedman, Geo, Brighton, Sussex, out of business. Pet Dec 13. Pepys. Jan 6 at 1. Dobie, Basinghall-st.
Stevens, Wm, High-st, Borough, Southwark, Licensed Victualler. Pet Dec 18. Murray. Jan 5 at 11. Barton & Drew, Fore-st.
Styles, Jas, Prisoner for Debt, London. Pet Dec 15 (for pau). Brougham. Jan 5 at 1.30. Harrison, Basinghall-st.
Thorne, Jas, Prisoner for Debt, London. Pet Dec 8. Murray. Jan 5 at 11. Fitch, Craven-st, Charing-cross.
Thorogood, Jas, Wilson-st, Finsbury, Upholsterer. Pet Dec 16. Jan 5 at 1.30. Brighton, Bishopsgate-st, Without.
Trestrail, Fredk Gulliver, St Albans, Herts, Straw Hat Manufacturer. Pet Dec 16. Jan 5 at 1.30.
Walker, Wm Edwd, Oakley-common, Bucks, Horse Dealer. Pet Dec 16. Jan 10 at 11. Hembery, Barnet.
Weitzel, John Hy, Manor-ter, Oxford-rd, Kilburn, Baker. Pet Dec 18. Murray. Jan 5 at 11. Burt, Guildhall-chambers.
Wilcox, John, Robert-st, Chelsea, Carpenter. Pet Dec 16. Murray. Jan 3 at 11. Kynaston & Gasquet, King's Arm's-yard.
Williams, Jas, Cumberland-st, Chelsea, Hat Manufacturer. Pet Dec 16. Jan 10 at 12. Grout, Suffolk-lane, Cannon-st.
Willmott, Geo, Hungerford-rd, Camden-town, Builder. Pet Dec 17. Jan 10 at 12. Watson, Basinghall-st.
Wootton, John Wm, Prisoner for Debt, London. Pet Dec 16 (for pau). Brougham. Jan 10 at 11. Goatley, Bow-st, Covent-garden.

To Surrender in the Country.

Alexander, Elias, Prisoner for Debt, Durham. Adj Dec 13. Ellis. Sunderland, Jan 4 at 12. Dixon, Sunderland.
Andrews, Cresswell, Henfield, Sussex, Miller. Pet Dec 17. Evershed. Brighton, Jan 4 at 11. Lamb, Brighton.
Aspinall, Saml, Lpool, Grocer. Pet Dec 18. Lpool, Dec 31 at 12. Dixon, Lpool.
Atkins, Chas, Birm, Boot Maker. Pet Dec 18. Guest. Birm, Jan 7 at 10. Duke, Birm.
Baker, Wm, North Molton, Devon, Miller. Pet Dec 18. Exeter, Dec 31 at 10.30. Riccard & Son, South Molton; Floud, Exeter.
Barker, Thos, Bishop Auckland, Durham, Greengrocer. Pet Dec 18. Trotter. Bishop Auckland, Jan 6 at 10. Hutchinson, Bishop Auckland.
Barnett, Edwin, Lpool, Comm Agent. Pet Dec 17. Lpool, Dec 31 at 11. Bellringer, Lpool.
Barrow, Wm, Prisoner for Debt, Walton. Adj Dec 18. Lpool, Dec 31 at 12.
Baumber, Jacob, Lincoln, Baker. Pet Dec 16. Waite. Louth, Dec 31 at 10. Walker, Alford.
Baxter, Thos Alex, Prisoner for Debt, Bristol. Pet Dec 9 (for pau). Harley. Bristol, Jan 14 at 12.
Beard, Edwin, Cardiff, Glamorgan, Fishmonger. Pet Dec 18. Langley. Cardiff, Jan 4 at 11. Morgan, Cardiff.
Benjafield, Wm Chas, Gorleston, Suffolk, Scavenger. Pet Dec 17. Gt Yarmouth, Jan 4 at 12. Cufaude, Gt Yarmouth.
Blake, Wm, jun, Mansfield, Notts, Painter. Pet Dec 16. Patchitt. Mansfield, Jan 10 at 11.30. Gee, Chesterfield.
Bland, Jas Williamson, Harwich, Essex, Beerhouse Keeper. Pet Dec 14. Chapman. Harwich, Jan 1 at 3. Hill, Ipswich.
Bokenham, Thos Saml, Wenhaston, Suffolk, Miller. Pet Dec 18. Bass. Halesworth, Jan 4 at 12. Read, Halesworth.
Bovey, Jas Maddicott, Torquay, Devon, Painter. Pet Dec 17. Exeter, Dec 31 at 10. Hirtzel, Exeter.
Bowman, Robt, & John Hargraves Williams, Lpool, out of business. Pet Dec 16. Hime. Lpool, Dec 31 at 11. Nordon, Lpool.
Brooks, Hy Lewis, Brighton, Bather. Pet Dec 18. Evershed, Brighton, Jan 6 at 11. Mills, Brighton.
Brooks, Wm, Brettell-lane, Staffordshire, Chartermaster. Pet Dec 16. Harward. Stourbridge, Jan 3 at 10. Shakespeare, Oldbury.
Brown, Edwd Johnson, Manch, out of business. Pet Dec 10. Lpool, Dec 31 at 11. Haigh & Co, for Sale, Manch.
Browning, Thos, Dover, Kent, Licensed Victualler, Pet Dec 16. Greenhow. Dover, Jan 1 at 12. Fox, Dover.
Carter, Chas Hy, Pudsey, Yorkshire, out of business. Pet Dec 14. Bradford, Jan 11 at 9.15. Terry & Robinson, Bradford.
Cartwright, Wm, Stourbridge, Worcestershire, Journeyman Printer. Pet Dec 17. Harward. Stourbridge, Jan 3 at 10. Prescott, Stourbridge.

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Clarkson, Jas, Newcastle-upon-Tyne, Boot Dealer. Pet Dec 18. Clayton. Newcastle, Jan 8 at 10. Britton, Newcastle-upon-Tyne.
Clegg, Abraham, Heywood, Lancashire, Beerseller. Pet Dec 16. Grundy. Bury, Jan 6 at 11. Holland, Rochdale.
Clements, Josiah, Prisoner for Debt, Walton. Adj Dec 18. Lpool, Dec 31 at 12.
Cooper, Joseph, Barton's Bank, Warwick, Labourer. Pet Dec 16. Guest. Birm, Jan 7 at 10. Hawkes, Birm.
Cooper, Wm Fredk, Tranmere, Cheshire, Accountant. Pet Dec 17. Wason. Birkenhead, Dec 31 at 10. Downham, Birkenhead.
Cooper, Jacob Boulter, Market Lavington, Greengrocer. Pet Dec 13. Norris. Devizes, Jan 3 at 11. Rawlings, Melksham.
Corless, Richd, Lpool, Hemp Dealer. Pet Dec 11. Lpool, Dec 31 at 11. Jenkins & Rae, Lpool.
Cowley, Geo. Coventry, Watch Manufacturer. Pet Dec 17. Tudor. Birm, Dec 31 at 12. Homer, Coventry; Hodgson & Son, Birm.
Craddock, Thos, Rawnsley, Staffordshire, Grocer. Pet Dec 17. Walsall, Jan 21 at 12. Glover, Walsall.
Crossley, Joseph, Keighley, Yorkshire, out of business. Pet Dec 16. Keighley, Jan 5 at 3. Robinson, Keighley.
Day, Mark, Manch, Agent. Pet Dec 15. Kay. Manch, Jan 12 at 9.30. Law, Manch.
Dean, John Wm, Prisoner for Debt, Bristol. Pet Dec 7 (for pau). Harley. Bristol, Jan 14 at 12.
Dixon, Elijah, Preston, Lancashire, out of business. Pet Dec 16. Myres. Preston, Dec 31 at 12. Edelston, Preston.
Dixon, Wm, Rochdale, Lancashire, Woollen Weaver. Pet Dec 15. Jackson. Rochdale, Dec 31 at 10. Holland, Rochdale.
Donnelly, John, Dewsbury, York, Grocer. Pet Dec 17. Nelson. Dewsbury, Jan 6 at 12. Scholes & Brearey, Dewsbury.
Drake, John, Prisoner for Debt, Walton. Adj Dec 18. Lpool, Dec 31 at 12.
Embleton, Thos, Sunderland, Durham, Butcher. Pet Dec 16. Ellis. Sunderland, Jan 4 at 12.30. Dixon, Sunderland.
Evans, David, Machynlleth, Montgomery, Attorney's Clerk. Pet Dec 17. Lpool, Dec 31 at 11. Evans & Lockett, Lpool.
Fenn, Hiram, Birm, Engineer. Pet Dec 16. Guest. Birm, Jan 7 at 10. Hawkes, Birm.
Finch, Sarah, Hanley Castle, Worcester, Refreshment-house Keeper. Pet Dec 18. Crisp. Worcester, Jan 4 at 11. Knott, Worcester.
Fitton, Thos, Bence Farm, Littleborough, Lancashire, Waste Dealer. Pet Dec 17. Jackson. Rochdale, Dec 31 at 11. Whitehead, Rochdale.
Flowers, Wm, Worcester, Accountant. Pet Dec 18. Crisp. Worcester, Jan 4 at 11. Tree, Worcester.
Forster, John, Newcastle-on-Tyne, Grocer. Pet Dec 17. Clayton. Newcastle, Jan 8 at 10, Britton, Newcastle-on-Tyne.
Green, Richd, Norwich, Plasterer. Pet Dec 17. Palmer. Norwich, Dec 31 at 11. Chittock, Norwich.
Hampson, Chas, & Geo Hampson, Normanton, Yorkshire, Boot Dealer. Pet Dec 20. Leeds, Dec 31 at 11. Rooke, Leeds.
Hardesty, John, Dewsbury, Yorkshire, Provision Dealer. Pet Dec 16. Nelson. Dewsbury, Jan 6 at 12. Scholes & Brearey, Dewsbury.
Harper, Jas Fletcher, jun, Dudley, Worcester, Soda Water Manufacturer. Pet Dec 16. Walker. Dudley, Jan 6 at 12. Warmington, Dudley.
Hayes, Ebenezer, Monks Kirby, Warwick, Beerseller. Pet Dec 13. Gates. Lutterworth, Dec 30 at 12. Homer, Coventry.
Hill, Thos, Gt Gidding, Huntingdon, Baker. Pet Dec 17. Sherard. Oundle, Jan 3 at 3. Richardson & Son, Oundle.
Holbrook, Edwd John, Birm, out of business. Pet Dec 14. Guest. Birm, Jan 7 at 10. East, Birm.
Hutchings, Jas, Plymouth, Devon, Accountant. Pet Dec 18. Pearce. East Stonehouse, Jan 5 at 11. Curteis.
Johns, Stephen, Sithney, Cornwall, Farmer. Pet Dec 15. Hill. Helston, Jan 1 at 10. Holloway, Redruth.
King, Geo, Hawkhurst, Kent, Fishmonger. Pet Dec 14. Weller. Tenterden, Jan 6 at 11. Philpott, Cranbrook.
Kirk, Arthur, Leeds, Yorkshire, Provision Dealer. Pet Dec 11. Leeds, Dec 31 at 11. Clarke, Leeds.
Kirkley, Wm, Bishopwearmouth, Durham, out of business. Pet Dec 15. Ellis. Sunderland, Jan 4 at 11. Bentham, Sunderland.
Knight, Wm, Birm, Stationer. Pet Dec 16. Guest. Birm, Jan 7 at 10. Eadle, Birm.
Knowles, Joseph, Dudley-hill, nr Bradford, Yorkshire, Bootmaker. Pet Dec 14. Bradford, Jan 7 at 9.15. Rhodes, Bradford.
Lawton, Joseph, Walton-vale, nr Lpool, Cotton Dealer. Pet Dec 20. Lpool, Dec 31 at 12. Etty, Lpool.
Leach, Geo, Stockton, Painter. Pet Dec 16. Crosby. Stockton-on-Tees, Dec 31 at 11. Draper, Stockton.
Lee, Wm, Maidstone, Kent, Carpenter. Pet Dec 14. Sondamore. Maidstone, Dec 30 at 11. Stephenson, Maidstone.
Llewellin, John, Prisoner for Debt, Bristol. Pet Dec 10 (for pau). Harley. Bristol, Jan 14 at 12.
Lloyd, Robt, Dolgelly, Merioneth, Blacksmith. Pet Dec 16. Walker. Dolgelly, Jan 4 at 11. Williams, Dolgelly.
Lloyd, Wm, Little Bolton, Lancashire, Contractor. Pet Dec 16. Holden. Bolton, Jan 5 at 10. Richardson & Dowling, Bolton.
Lower, John, Hadley, Salop, Serjeant-Major. Pet Dec 17. Newill. Wellington, Jan 14 at 11. Marcy, Wellington.
Maggs, Geo, Prisoner for Debt, Bristol. Pet Dec 7 (for pau). Harley. Bristol, Jan 14 at 12.
Mark, Isaac, Keswick, Cumberland, Gentleman's Servant. Pet Dec 18. Broatch. Keswick, Dec 31 at 11. Fisher, Ambleside.
Martin, Alfred, Prisoner for Debt, Bristol. Pet Dec 7 (for pau). Harley. Bristol, Jan 14 at 12.
Mason, Geo, Birm, Journeyman Jeweller. Pet Dec 18. Guest. Birm, Jan 7 at 10. Sargent, Birm.
Mills, Edwd Arthur Edmund, Birm, Upholsterer. Pet Dec 18. Guest. Birm, Jan 7 at 10. Harrison, Birm.
Milsom, Hy, Bishopston, Gloucestershire, Butcher's Assistant. Pet Dec 14. Harley. Bristol, Jan 14 at 12. Pigeon.
Moody, John, Frome, Somersetshire, Fishmonger. Pet Dec 17. Messiter. Frome, Jan 4 at 11. McCarthy, Frome.
Morris, Wm Hy, Blackpool, Lancashire, Joiner. Pet Dec 15. Patteson. Poulton-le-Fylde, Dec 31 at 10. Bond, Preston.
Mosdell, Hy, Bradfield, Berks, Tailor. Pet Dec 15. Collins. Reading, Jan 1 at 10. Smith, Reading.
Mountain, Joseph Sedgwick, Moss Side, Lancashire, out of business. Pet Dec 14. Kay. Manch, Jan 14 at 9.30. Blair & Chorlton, Manch.
Mountain, Hy Wallace, Moss Side, Lancashire, Warehouseman. Pet Dec 14. Kay. Manch, Jan 14 at 9.30. Blair & Chorlton, Manch.
Naylor, Wm, Drighlington, Yorkshire, Greengrocer. Pet Dec 16. Bradford, Jan 11 at 9.15. Hill, Bradford.
Oliver, David, Dowlais, Glamorganshire, Grocer. Pet Dec 15. Russell. Merthyr Tydfil, Jan 1 at 11. Jones, Merthyr Tydfil.
Overs, Geo, Worcester, Bookbinder. Pet Dec 15. Crisp. Worcester, Jan 4 at 11. Tree, Worcester.
Pelling, Wm Herbert, Bristol, Commercial Traveller. Pet Dec 17. Exeter, Dec 31 at 11. Murley & Son, Bristol; Rogers, Exeter.
Penney, Joseph, Southsea, Hants, Attorney's Clerk. Pet Dec 16. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Poole, Wm, Leeds, Traveller. Pet Dec 17. Marshall. Leeds, Dec 29 at 12. Granger & Son, Leeds.
Pope, Alfred, Prisoner for Debt, Taunton. Adj Dec 11. Exeter. Dec 31 at 10.
Potter, Thos, Nottingham, out of business. Pet Dec 17. Patchitt. Nottingham, Feb 9 at 10.30. Heath, Nottingham.
Price, Jas, Tunstall, Staffordshire, out of business. Pet Dec 18. Challinor. Hanley, Jan 8 at 11. Salt, Tunstall.
Pryce, Edwd, Welshpool, Montgomeryshire, out of business. Pet Dec 17. Lpool, Dec 31 at 12. Evans & Lockett, Lpool, for Howell & Co, Welsepool.
Pullman, Jas, Ottery St Mary, Devonshire, Stonemason. Pet Dec 18. Stamp. Honiton, Dec 31 at 11. Jeffery, Ottery St Mary.
Raistrick, Thos, Bradford, York, Bootmaker. Pet Dec 16. Bradford, Jan 11 at 9.15. Hill, Bradford.
Ramsden, Wm, Wakefield, Yorkshire, Shopkeeper. Pet Dec 15. Mason. Wakefield, Jan 4 at 11. Wainright, Wakefield.
Ricketts, Wm Chas, Gloucester, Baker. Pet Dec 15. Wilton. Gloucester, Jan 1 at 12. Cooke, Gloucester.
Rider, Job, Shrewsbury, Salop, Innkeeper. Pet Dec 15. Peele. Shrewsbury, Jan 10 at 10. Craig, Shrewsbury.
Roberts, Edwd, Shrewsbury, Salop, no occupation. Pet Dec 17. Peele. Shrewsbury, Jan 10 at 10.30. Kough, Shrewsbury.
Roberts, Jas, Lpool, Butcher. Pet Dec 18. Hime. Lpool, Dec 31 at 11.30. Parker, Lpool.
Robinson, Danl, Floore, Northamptonshire, Rope Maker. Pet Dec 16. Willoughby. Daventry, Dec 29 at 10. Roche, Daventry.
Robinson, Wm, Brighton, Sussex, out of business. Pet Dec 17. Evershed. Brighton, Jan 4 at 11. Runnacles, Brighton.
Sansom, Elisha, Minchinhampton, Gloucestershire, Foreman to a Currier. Pet Dec 15. Wilton. Gloucester, Jan 1 at 12. Cooke, Gloucester.
Silvey, Thos, Bristol, Labourer. Pet Dec 15. Harley. Bristol, Jan 14 at 12. Atchley.
Smith, Wm Willis, Prisoner for Debt, York. Adj Dec 18. Leeds, Dec 31 at 11.
Smith, Wm, Bradford, Yorkshire, Grocer. Pet Dec 14. Bradford, Jan 7 at 9.15. Hutchinson, Bradford.
Smith, John, Halifax, Yorkshire, Piece Sorter. Pet Dec 16. Rankin. Halifax, Dec 31 at 10. Leeming, Halifax.
Smith, Walter, Broadstone, Salop, Tailor. Pet Dec 15. Williams. Ludlow, Dec 22 at 10. Weyman, Ludlow.
Stanton, Joseph, Happyland, Worcestershire. Tailor. Pet Dec 18. Crisp. Worcester, Jan 4 at 11. Allen, Worcester.
Thompson, Joseph, Prisoner for Debt, Bristol. Pet Dec 10 (for pau). Harley. Bristol, Jan 14 at 12.
Torringe, Wm Alex, Shoreham, Sussex, Comm Agent. Pet Dec 16. Evershed. Brighton, Jan 4 at 11. Lamb, Brighton.
Travis, John, sen, Treeton, Yorkshire, Stonemason. Pet Dec 17. Newman. Rotherham, Jan 13 at 1. Branson & Coulson, Sheffield.
Wall, Edwin, Much Wenlock, Salop, Market Gardener. Pet Dec 15. Madeley, Jan 12 at 12. Leake, Shifnall.
Webster, Jonathan Lupton, Pudsey, Yorkshire, Auctioneer. Pet Dec 20. Leeds, Dec 31 at 11. Carr, Leeds.
White, Wm, Prisoner for Debt, Walton. Adj Dec 18. Lpool, Dec 31 at 12.
Wildsmith, Allen, Batley, Yorkshire, out of business. Pet Dec 16. Nelson. Dewsbury, Jan 6 at 12. Harle, Leeds.
Willis, W, Manch, General Merchant. Pet Dec 14. Macrae. Manch, Dec 31 at 11. Sampson, Manch.
Wilson, John, Prisoner for Debt, Bristol. Pet Dec 10 (for pau). Harley. Bristol, Jan 14 at 12.
Wright, Chas, Prisoner for Debt, Manch. Adj Dec 13. Kay. Manch, Jan 13 at 9.30.
Wynne, John, Lpool, Draper. Pet Dec 20. Lpool, Dec 1 at 12. Lupto, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 17, 1869.

Rhodes, Thos, & Joseph Dobson Good, Leeds, Woollen Cloth Merchants. Dec 13.
Nicholson, Robt, Southport, Lancashire, Painter. Nov 27.
Saville, Richd, Manch, Joiner. Dec 15.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

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The Solicitors' Journal.

LONDON, JANUARY, 1, 1870.

TO-DAY THE NEW SYSTEM OF BANKRUPTCY LAW comes into force, and we shall shortly see in practice how it works. It would be useless, therefore, to speculate further at present upon a matter which we shall soon be able to test in the best of all ways, by experience. But how it is expected to work by at least one class interested, namely, candidates for the honours of bankruptcy, is plain enough. The dread of the new law has had a remarkable effect upon them, as will appear from a comparison of the number of bankruptcies gazetted during the last month with the number gazetted during the corresponding period of 1868. We give them in a tabular form:—

Bankruptcies gazetted, 1868—

December 1	London 39	Country	55
„ 4	„ 27	„	66
„ 8	„ 53	„	57
„ 11	„ 37	„	69
„ 15	„ 35	„	46
„ 18	„ 49	„	42
„ 22	„ 37	„	58
„ 25	„ 50	„	62
„ 29	„ 21	„	35
Total...	348		490

Total—838.

Bankruptcies gazetted 1869—

November 30	London 62	Country	82
December 3	„ 82	„	89
„ 7	„ 54	„	86
„ 10	„ 56	„	135
„ 14	„ 56	„	117
„ 17	„ 96	„	112
„ 21	„ 85	„	114
„ 24	„ 100	„	92
„ 28	„ 96	„	96
Total...	687		923

Cases from Manchester and Leeds in which from pressure of business it is not stated whether the bankrupt is to surrender in London or the country 31

Total—1641.

It thus appears that the bankruptcies gazetted during the last month have been very nearly twice as many as in the corresponding period of 1868. And were we able to give the result of last night's *Gazette*, the last of the old year and of the old bankruptcy law, the contrast would probably be even stronger.

Which of the changes, then, to be made by the new law has excited such a panic among the insolvent classes, and driven them in crowds into the bankruptcy court? There can be little doubt about this, we think. From to-day no one can be made bankrupt upon his own petition, but only upon that of a creditor. It has been very generally feared, and we have always shared in the fear, that this change would be greater in name than in reality, that friendly creditors would be easily found, and collusive petitions easily procured. But the figures we have given are very encouraging. They show that the people best qualified to judge have, at least, some misgivings on the subject.

WE PUBLISH IN ANOTHER COLUMN a letter from Mr. Dawson, the attorney for the prosecution in the case of the Overend & Gurney directors, in which he complains of the comments in our last number upon a letter of his to the *Times*. Together with his letter Mr. Dawson has sent us a statement which he requests us candidly to peruse. We have candidly perused it, and we are totally at a loss to see what it has to do with the subject of our remarks. Our remarks were, in substance, to the effect that a letter of his to the *Times*, in which he pointed out that in the *Times'* report of the trial the name of Mr. Yelverton, one of the prosecuting counsel, had been omitted, and went on to say that Mr. Yelverton had most assiduously attended to his instructions throughout, but omitted to mention that Mr. Yelverton was his son, was an improper letter. Mr. Dawson's statement contains a narrative of his connection with the case, of the relations between him and his client on the one hand and his counsel on the other, and the wrongs which he considers he has sustained from all parties. But he omits to show the connection between all this and the propriety or impropriety of his letter to the *Times*. All we can say as to this statement is that if Mr. Dawson has any ground of complaint against either his client or his counsel, there are tribunals before which he can make his complaint heard. And if he establishes his case before those tribunals he shall have our most cordial support, for, as he rightly says in his letter, the honour and privileges of the profession demand our impartial and jealous guardianship.

As to Mr. Dawson's letter, which we publish, the greater part of it seems to us to have no very definite bearing upon the subject of the remarks of which he complains. But there are two tangible points in it. First, he objects to our applying the word "puff" to his letter to the *Times*. But if a letter to the *Times* by a father, a solicitor, praising the way in which his son, a barrister, has done his work, be not properly called a puff, we do not know what is. Secondly, he says that "the principal worker (we suppose he means either himself or his son) having been made a cat's-paw of has reaped neither praise nor profit." That may be so; but two wrongs do not make a right. And Mr. Dawson's letter to the *Times* was none the less a very improper one.

THE CORONER'S INQUEST upon the body of the Welsh fasting girl, as she has been popularly styled, has ended in the committal of her father upon a charge of manslaughter. It is said the Treasury have taken the matter into their own hands, and as the case is pending we shall abstain from discussing its merits. But there can be no harm in indicating the kind of legal questions which must arise in such a case, and they are of rather a curious kind, bearing somewhat upon that most perplexed subject, the legal doctrines of causation.

The parents of the girl, and apparently the girl herself, had long publicly maintained that she lived without food. This representation was naturally received with some incredulity, and at last a sort of vigilance committee was formed to watch the case, with a staff of doctors and nurses acting in concert with them. The vigilance party, with the full consent of the girl's father, took her entirely in charge, and kept a rigid watch and ward over her. They were most willing that she should have any amount of food, provided she or her father asked for it, but she should have none on the sly. The father, and it would seem the girl herself as long as she was in a condition to exercise a choice, were determined not to ask for food; though they were quite anxious that food should be had, but only on the sly; and between the two parties the girl died.

It is somewhat as if she had been lying in a room with two doors, a front door and a back. A. locks the back door, but would admit any amount of food by the front. B.

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bars the front door, but tries his best to smuggle food in by the back. Between them the patient dies. Who killed her, A. who locked the back door, or B. who barred the front? If that were all, it would be difficult to say, that either did so singly. And, therefore, so far, the jury were probably right in acquitting the doctors, nurses, and the rest of any criminal liability. But in the actual case B., who represents the father, not only barred the front door, but was also a consenting party to the locking of the back, trusting, it would seem, to his own ingenuity to evade the vigilance of his rivals and open the door on the sly. And upon this ground the jury may have been right in their finding against the father.

There is another possible view of the case however. It may be said that both parties combined to carry on a contest of wits, a sort of game of chess, over the girl, which was from the first manifestly likely to result in her death, and which, in fact, it did do. If it be maintainable that those concerned were upon this ground guilty of manslaughter, which we by no means say is the case, then it seems to follow that both parties to the contest are in the same position, and both or neither ought to be indicted.

THE DIPLOMATIC CORRESPONDENCE PUBLISHED a few days ago upon the Alabama question throws no very new light upon the questions of international law at issue between England and America. The most remarkable point about the correspondence is the contrast in tone, style, and manner of treatment between the two principal documents of the series, Mr. Fish's despatch to Mr. Motley and Lord Clarendon's memorandum in reply. One point in which that contrast is very marked is the mode in which each treats the lawyers, and the legal tribunals of the country of the other. Lord Clarendon in his memorandum supports his position upon every question of law on which he touches by constant reference to the authority of the most eminent living judges and jurists of America. Mr. Fish refers to English lawyers and law courts, we believe, but once, in the following graceful passage. After enumerating sundry alleged wrongs, some of which are matters that every student knows not to be offences against international law at all, though as to others there may be more doubt, he proceeds:—

"Ample proofs of the wrong committed were submitted to the Queen's Government. Indeed, these wrongs were open, notorious, perpetrated in the face of day, the subject of debate and of boast even in the House of Commons.

The Queen's Ministers excused themselves by alleged defects in the municipal law of the country. Learned counsel either advised that the wrongs committed did not constitute violations of the municipal law, or else gave sanction to artful devices of deceit to cover up such violations of law. And, strange to say, the courts of England or of Scotland up to the very highest were occupied month after month with judicial niceties and technicalities of statute construction in this respect, while the Queen's Government itself, including the omnipotent Parliament, which might have settled these questions in an hour by appropriate legislation, sat with folded arms as if unmindful of its international obligations, and suffered ship after ship to be constructed in its ports to wage war on the United States."

Can it be that Mr. Fish has formed his idea of the judicial bench in England from what he has lately seen or read of the bench in New York, and his idea of the English bar from that section of the New York bar (we hope and believe a very small section) which has furnished of late some distinguished ornaments to the bench? Or is this after all but an example of the old maxim. "No case: abuse the plaintiff's attorney."

IT IS STATED by the *Times* that, in consequence of over-fatigue during the late winter circuit, Mr. Justice Lush has been ordered by his medical advisers to abstain from work for a short time. The regret which such an announcement would at any time have occasioned will be very much increased by the fact that the Queen's Bench is overburdened with business, and toiling in vain to overtake vast arrears, while at the same time the judicial staff of the court has, since the death of Mr. Justice Hayes, been quite short-handed.

ANNUITIES UNDER WILLS.

A devise of the rents and profits of land is a devise of the land (*Doe d. Goldin* v. *Lakeman*, 2 B. & Ad. 30), and, consequently, in wills made before the Wills Act, such a devise confers a life estate in the land, and in wills made since, the fee simple. Of course, however, in either case a different intention of the testator appearing by the context will have effect given to it. And as to personal estate, "*primâ facie* a gift of the produce of a fund is a gift of that fund in perpetuity, and is consequently a gift of the fund itself, unless there is something upon the face of the will to show that such was not the intention" (*Adamson* v. *Armitage*, 19 Ves. 418). These are first principles. Where the gift is of an annuity, there is a *primâ facie* rule which may be controlled by the evidence supplied by the context, but there is more scope for doubt as to the duration of the gift.

The rule is, that when the will creates an annuity, a gift of that annuity *simpliciter* (*i.e.*, a gift without specifying duration) is only a gift for the life of the donee. "There is a difference between an annuity existing at the time of the will and one created by it *de novo*.* If one gives by will an annuity not existing before to A., A. shall have it only for life" (Lord Hardwicke in *Savory* v. *Dyer*, Amb. 140, approved by Lord Cottenham in *Blewitt* v. *Roberts*, Cr. & Ph. 280). In *Nichols* v. *Hawkes* (1 W. R. 124, 10 Ha. 343), it was argued that as to annuities payable out of the rents and profits of real estate, the 28th section of the Wills Act, enacting that a devise without words of limitation shall pass the fee, rendered it incumbent on the Court to construe such annuities as perpetual, unless the testator had clearly expressed the contrary. But the Vice-Chancellor held that the section does not apply to an annuity or rent-charge created *de novo* by the testator, and that the rule laid down by Lord Hardwicke remained unaltered.

To the above rule there is an exception where the gift is in effect a gift of the produce of a fund. The gift is there brought within the general rule applying to a gift of the income of personalty. In *Lett* v. *Randall* (9 W. R. 130, 2 De. G. F. & J. 388), Lord Westbury described this exception thus: "To make an annuity created by will perpetual, there must be express words in the will so describing it, or the testator must by some language in the will indicate an intention to that effect. The most common indication is a direction by the testator to segregate and appropriate a portion of his property, from the interest or profits of which the annuity is to be paid. Where this is done, the annuity when mentioned in the will represents the corpus so appropriated, and, the corpus passing by the bequest of the annuity, the annuity may be said to be perpetual."

Thus in *Hawlings* v. *Jennings* (13 Ves. 39), a gift of "£200 a-year, being part of the money I have in Bank security," was held a gift of a perpetual annuity. The principle here is, that where the testator has appropriated a particular property to the annuity, this is tantamount to giving the annuitant the produce of that property, and so to giving him the property itself. In *Kerr* v. *The Mid-*

* As to a gift of an annuity created by some previous instrument, in most cases the terms in which the annuity was described in the gift would probably determine whether the testator meant the donee to take the whole or only a life interest: as a general principle, however, it seems reasonable to presume that the testator meant his donee to take the annuity for its utmost duration. To this effect is *Gifford* v. *Goldsey* (2 Vern. 35) [determined on the authority of a case in Roll. Abr. I. 831] where A. having devised to B. £20 a-year out of the rent of a lease determinable on lives, and B. dying during the term, the annuity was held to continue to his executors.

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diesex Hospital (1 W. R. 93, 2 De G. M. & G. 583), Lord St. Leonard's, L.C., said, "It is perfectly settled that if an annuity be given *simpliciter*, that is, to one generally, a life interest only passes. It is equally, I believe, undisputed that if an annuity be directed to be provided out of the proceeds of property, or out of property generally, if an annuity is to be brought into existence by the application of property, and that annuity is given to a party generally, he will take the property appropriated to purchase the annuity and therefore the annuity is purchased." In such a case the annuitant may elect to take either the annuity when purchased, or the purchase-money in gross (*Kerr* v. *The Middlesex Hospital*, *ubi. sup.*). In *Hill* v. *Potts* (10 W. R. 439), the testator gave to A. all his property "both landed and personal except £500 a-year which I give to B." upon which Vice-Chancellor Wood said, "I cannot read this first gift as meaning anything else than 'except £500 a-year produced by my property,'" and, consequently, held that the annuity to B. was a perpetual one. As to these cases in which the annuity is, as it were, carved out of or excepted from an absolute gift of an entire fund, it is, of course, possible that other portions of the same will may show that the exception was not intended to be for the purpose of an absolute gift. See *Evans* v. *Jones* (2 Coll. 516), as explained by Vice-Chancellor Wood in *Hill* v. *Potts* (*ubi. sup.*). So in *Wilson* v. *Maddison* (2 Y. & C. C. C. 372), a direction to pay an annuity "from the interest of my property in the Bank of England" for the maintenance of certain persons, was held to be not a gift of part of the stock, but only of life annuities charged on the stock. And in *Innes* v. *Mitchell* (9 Ves. 212), a gift of £200 a-year to a woman for the use of herself and her children, with a direction to the executors to invest £5,000 "in lieu thereof" "for her and their use, and to the longest liver of her and her children, subject to an equal division of the interest while more than one of them are alive" was held to create only an annuity terminable at the death of the survivor. And in *Wilson* v. *Maddison* (2 Y. & C. C. C. 372), a direction to pay £30 a-year "from the interest of my funded money in the Bank of England" "for the *maintenance*" of a woman and her children, created an annuity only for the life of the parties and the longest liver of them. In *Ross* v. *Borer* (2 J. & H. 469), it was held by Vice-Chancellor Wood that a bare direction "to purchase an annuity in Government securities to the amount of £50 a-year for M.S." conferred a perpetual annuity to be provided by an investment in so much Government securities as would bring in £50 a-year.

In the often-cited case of *Stokes* v. *Heron* (12 Cl. & F. 161), as interpreted by Lord Westbury in *Lett* v. *Randall* (*ubi. sup.*) the decision proceeded on the ground of an appropriation of a requisite portion of personalty to form a fund for the payment of perpetual annuities. In *Lett* v. *Randall*, the direction was from all the testator's realty and personalty to make up to his wife £1,200 a-year, including what she might be entitled to under her late father's will. Lord Westbury said that under these circumstances it was not possible for the trustees to segregate any specific portion to answer this gift; and he, therefore, held the annuity to be one for life only. The general principle laid down by Lord Westbury in this case is indisputable, but his application to the particular circumstances of that case must be received with great caution. In the case of *Stokes* v. *Heron* the direction was to pay annuities of £100 each to several people, but in one case the annuity was to be only £100 a-year made up including "any property" the annuitant "might possess"; here all the annuities were held to be perpetual, and in that respect *Stokes* v. *Heron* and *Lett* v. *Randall* are inconsistent.

An annuity will not be considered as perpetual merely because it may be *charged* upon the fee-simple of real estate (*Mansergh* v. *Campbell*, 7 W. R. 72, 2 De G. & J. 232). In *Hedges* v. *Harpur* (2 De. G. & J. 129) a testator bequeathed £500 a year to each of his daughters, and after the death of each daughter he gave her share to her children, and directed that if any daughter should die without issue, that annuity should sink into the residue. Lords Justice Knight Bruce and Turner held, overruling Lord Langdale, that this implied an intention that each daughter's annuity was not to cease unless she died without issue.

But the rule that gift of an annuity *simpliciter* does not *primâ facie* confer a perpetual annuity applies equally to the case where the annuity is given to A., and after his decease to B. Thus a simple bequest of £100 a year to A. for life, and after his death to B., gives an annuity terminating on the death of the longest liver of A. and B. (*Yates* v. *Maddan*, 3 McN. & G. 532; *Blewitt* v. *Roberts* [*ubi sup.*]). The context, however, may show that a perpetual annuity was meant. (See *Potter* v. *Baker*, 13 Beav. 373, *Pawson* v. *Pawson*, 19 Beav. 146.) In the latter case the bequest was of £60 a year out of the testator's Bank stock to F. P., with a direction that "this" should not be sold till after the death of the annuitant and his wife and the majority of his youngest child. The Master of the Rolls held that this latter direction was inconsistent with anything except an absolute annuity.

It remains to notice the devolution of a perpetual annuity. A perpetual rent-charge or rent reserved, be it remembered, is real estate, and as such descends to the heir. But a rent cannot be reserved upon a rent, so as to be real estate; *i.e.*, if A. gives to B. a perpetual rent-charge on land, and B. carves out of it a portion which he gives to C., C.'s interest will be personalty. *Earl Stafford* v. *Buckley* (2 Ves. Sen., 177); and see *Aubin* v. *Daly* (4 B. & Ald. 67). But a mere annuity "is a thing very distinct from a rent-charge, with which it is very frequently confounded; a rent charge being a burden imposed upon and issuing out of lands; whereas an annuity is a yearly sum, chargeable only upon the person of the grantor" (Blackstone). Yet a mere annuity, which is personal property, may be bequeathed so as to be descendible to the heirs; though it cannot be entailed (*Earl Stafford* v. *Buckley*, *ubi. sup.*; *Turner* v. *Turner*, Amb. 776). "There is no doubt, said Vice-Chancellor Shadwell in *Taylor* v. *Martindale* (12 Sim. 160), that an annuity, though personal in its nature, may be granted to a man and his heirs." There are numerous cases in which personalty has been bequeated to one and his heirs, and the Court has decided that the heir-at-law should take. Many such cases are cited in *De Beauvoir* v. *De Beauvoir*, 3 H. L. 554. In that case the testator bequeathed property in the funds upon ultimate trusts for his own "right heirs for ever"; it was argued that the testator must have meant those who would take personal property —*i.e.*, his next of kin, but the House of Lords thought otherwise. In *Taylor* v. *Martindale* (*ubi sup.*) the gift was to A. B. "£50 a-year for ever." The Vice-Chancellor after stating that "an annuity, when granted with words of inheritance, is descendible, but as to its security, is personal only," continued—"In this case, however, the testator has not used the words of inheritance; and it is not imperative on me to construe the words 'for ever,' when used with reference to an annuity to signify 'heirs.' In my opinion the question is, which construction is most beneficial to the annuitant; and it seems to me to be most beneficial to him that the gift should be construed as a gift to him and his executors." We have cited at length these words of Vice-Chancellor Shadwell on account of a recent decision of Vice-Chancellor Malins. In *Parsons* v. *Parsons* (17 W. R. 1005), the direction was to pay certain annuities to the testator's children, "or their heirs respectively." The Vice-Chancellor said that *Taylor* v. *Martindale* enabled him to give the annuities to the children's next of kin, in accordance with what he believed to be the testator's meaning. The substituted gift to the "heirs" was, he said, a gift to those who could take under the name of "heirs"—*i.e.*, the next of kin. It is very possible that this testator's intentions

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were better effectuated by this decision than by giving the annuities to the "heirs," but the decision nevertheless should not be relied on as a precedent. The case of *Taylor* v. *Martindale* itself rules that a bequest to "heirs" gives the personalty to the heirs. The context *may* show that the testator meant "next of kin," but the Court cannot presume that, unless the context *does* supply some evidence. And *primâ facie* "heirs" must undoubtedly be taken to mean heirs. All that *Taylor* v. *Martindale* decides is that "for ever" need not necessarily mean "heirs" and that if there is doubt the Court will take the most convenient construction. Vice-Chancellor Shadwell's very words show that if the phrase before him had been "heirs" his decision would have been reverse of Vice-Chancellor Malins' on the same phrase.

This must not be confused with the case of a bequest to *trustees*, in which case a gift on trusts to trustees and their heirs, will, at any rate, in the absence of a very strong expression to the contrary, be held to vest the trust property in the trustees and their *personal* representatives (*De Beauvoir* v. *De Beauvoir*, *ubi sup.* at pp. 545—6).

THE SEPARATE TRADING OF MARRIED WOMEN.

There are seven circumstances under which a married woman may carry on a trade or business. First, she may do so as the agent of her husband. This is the most common form under which a married woman trades. The business, although carried on by her, and even in her own name, is in law the business of her husband. He takes, or is entitled to take, all profits, and is liable upon all contracts. Secondly, where the husband being civilly dead, the wife carries on business as a single woman. Thirdly, a married woman can carry on trade in her individual capacity within the City of London. Fourthly, a married woman may absent herself from her husband and carry on business without his permission or without his knowledge. In this case he is entitled to her earnings and to her stock in trade; but so long as he does not intermeddle with the business, he is not liable upon her contracts. Fifthly, a married woman deserted by her husband may obtain a protection order under 20 & 21 Vict. c. 85, s. 21, and carry on a trade. She is then, in respect of that trade, exactly in the position of a single woman. Sixthly, she may carry on a trade in pursuance of an ante-nuptial agreement with her husband. Seventhly, she may carry on trade in pursuance of a post-nuptial agreement with her husband. It is the last three forms which we propose to discuss in the following remarks.

If a husband, before marriage, contracts with his intended wife or her trustees that she shall be allowed to carry on any business or trade on her own account, this contract will be good against him and his creditors. The profits of the business as well as anything purchased thereout, and also the stock in trade, will be the wife's separate property in equity, although at law they are of course the property of the husband, and the only difficulty that can arise is from the reputed ownership clauses in the Bankruptcy Acts in the event of the bankruptcy of the husband, if he is living in the house where the business is being carried on. The leading authority is the old case of *Jarman* v. *Woolloton* (6 Durnf. & E. 618). There by an ante-nuptial settlement the wife's stock in trade, book debts, and effects were assigned to a trustee for her separate use, "to the intent that she might carry on her trade at her own risk and charges, and for her own separate use and benefit." The wife, subsequent to the marriage, carried on the business in a house of which her husband paid the rent, and was at the expense of fitting up. The husband became bankrupt, and his assignees took possession of the stock in trade and furniture. The trustee brought an action to recover it. The jury found that the business was *not* carried on by the wife separately, and gave a verdict for the defendants for the stock, and for the plaintiff for the furniture. The defendants moved for a new trial but the rule was discharged, and Mr. Justice Buller said, "I think the verdict bears rather hard upon the wife respecting the stock in trade. For the weight of the evidence is, I think, against the defendants upon that point, and there is no pretence to say that there was fraud in any part of the case." The inference then fairly is, that had the jury found that the wife was carrying on separate trade, the verdict would have been against the assignees in respect of the stock in trade as well as in respect of the furniture. This view is supported by the case of *Haselinton* v. *Gill*, cited in the case of *Jarman* v. *Woolloton*. If a husband, after marriage, agrees to permit his wife to carry on a separate trade, equity will give effect to the agreement, which will be good against him, but may be void against his creditors as a post-nuptial settlement.

Whenever a wife carries on a separate trade by the permission of her husband two questions arise—first, in whose name—her own or her husband's—ought she to contract; and second, what are the remedies of those with whom she contracts, in the event of a breach of contract. The only circumstance under which the first question is practically important is with reference to bills and notes. There is no doubt that when a married woman is carrying on a separate trade by the permission of her husband he is liable for her trade debts, although some eminent authorities have expressed an opinion that equity would confine the creditors to the assets of the trade. But, if property is vested in a trustee upon trust to permit a married woman to carry on business, Mr. Bright says, "it is presumed that the husband is absolved from all liability for debts contracted in it . . . for in such a case the wife is the agent, not of the husband, but of the trustee; the debts, therefore, are those of the trustee, and, since he is legally entitled to the profits, he is legally responsible for the debts of his agent (the wife) incurred in conducting it." But, assuming it to be a case in which the husband is liable, ought the wife to draw, accept, and endorse bills in her own name or in that of her husband? In *Barlow* v. *Bishop* (1 East, 432) a married woman carrying on a separate trade endorsed a note received by her to the plaintiff *in her own name*. It was held that the endorsement did not pass any interest to the indorsee. Lord Kenyon, however, said that, "as he permitted her to carry on trade on her own account, and this was a transaction in the course of that trade, if she had endorsed the note in the name of her husband, I am not prepared to say that that would not have availed; as many acts of this nature may be done by a power of attorney; and the jury might have presumed what was necessary in favour of any authority from her husband for this purpose." But in *Cotes* v. *Davis* (1 Campbell, 485) Lord Ellenborough said that "the husband may authorise the wife to indorse bills of exchange on promissory notes as his agent," and, on its being objected that the indorsement ought to have been in the husband's name, said that in that case it was fair to presume "that the husband authorised her to endorse notes in the name by which she herself passed in the world." From these two cases it may be gathered that the wife ought to use the name of her husband, but that, under certain circumstances, if she uses her own, it will be equally effectual. On the second point it is clear that, where a married woman is carrying on separate trade, anyone with whom she contracts has, irrespective of any claim upon her husband, a right in equity to go against the stock-in-trade and other separate property of that married woman.

If a married woman who has been deserted by her husband obtains a protection order, and carries on a business, as regard that business she is a *feme sole*. All the profits are hers at law as well as in equity, and she can sue, and be sued upon contracts entered into by her in reference to such trade. But supposing a married woman carrying on a trade, where her husband had deserted her, believing him to be dead, does not obtain a

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protection order, or supposing she is compelled to leave him on account of his violence and does not obtain a judicial separation are the profits of her business her separate estate, or can her husband appropriate them and claim everything purchased therewith? It is somewhat singular that all the treatises on the law of husband and wife cite on this point but two cases *Cecil* v. *Juxon* (1 Atkyns, 278), and *Lamphi* v. *Creed* (8 Ves. 599). The first of these cases was as follows:—Emanuel Juxon left his wife Mary and two children and went abroad and did not see or send to them for fourteen years. Mary Juxon's mother thereupon lent her certain goods to carry on the business of a milliner with, and subsequently gave her certain other goods. Mary Juxon saved £20 and lent it to certain borrowers, who executed a bond for the loan, but made the bond payable to Emanuel Juxon. Emanuel Juxon shortly afterwards made forcible entry into Mary Juxon's house, and carried off certain goods. Thereupon the suit was instituted to obtain the amount of the bond and re-delivery of the goods. Sir Joseph Jekyll was of opinion that "as the desertion of the defendant Emanuel Juxon was fully proved, this Court would look upon any thing acquired by the wife in his absence to subsist herself and family as her separate property and not liable to the disposition of the husband when he should please to come home and plunder her; and, therefore, declared that the plaintiff, Mary Juxon, is entitled to the goods that were in her possession, and also to the stock in her separate trade before the same were taken away by the defendant Emanuel Juxon for his separate use, and that she is also entitled to the bond and note."

In *Lamphir* v. *Creed* the married woman who was carrying on trade without the interference of her husband, who resided in a different part of the kingdom, purchased a lottery ticket and agreed with A. that half the purchase-money should be treated as a loan to him, and that they should be jointly concerned in the adventure. It was held that the purchase-money belonged to the husband; and that, therefore, the produce was his also.

The difference between the two cases consists in this—that in *Cecil* v. *Juxon* the wife was trading with property given to her by her relatives for that purpose, and the husband had deserted the wife, whereas in *Lamphir* v. *Creed* there was nothing to show that the separation was not purely voluntary, and the wife was not set up in trade independently of her husband. Whether the Court of Equity would now hold that a wife who, being compelled to leave her husband on account of his cruelty, sets up in business for herself, is or is not entitled to her earnings as her separate estate, has yet to be decided.

RECENT DECISIONS.

HOUSE OF LORDS.

LANDS CLAUSES AND RAILWAYS CLAUSES ACTS, 1845—LAND INJURIOUSLY AFFECTED—VIBRATION AND NOISE—LAND NOT TAKEN BY RAILWAY COMPANY.

Hammersmith, &c., Railway Company v. *Brand*, H.L., 18 W. R. 12.

The name and facts of this case are probably already familiar to most of our readers. It attracted a good deal of attention when first decided in the Court of Queen's Bench, and again when it was before the Exchequer Chamber. It is now, however, finally determined, and we noticed the decision as soon as it was given (13 S. J. 763). We, besides, noticed it more than once before that time, and during its progress towards the House of Lords.

We will now only state briefly the point decided and the arguments on which the opinions of the judges and the decision of the House of Lords were based.

The material facts were, shortly, that the plaintiff's house was injured by the vibration, noise, and smoke of the defendant's railway. A jury summoned under the Lands Clauses Act estimated the injury inflicted by the vibration at £272. None of the plaintiff's land had been taken by the defendants, nor was there any structural injury caused or apprehended to his house, which had not been injuriously affected by the operations of the defendants during the construction of their works. If the actual construction of the works for the railway had caused injury to the plaintiff's house, the plaintiff would have been entitled to compensation.

The point for decision depended upon the construction of the Railways and Lands Clauses Acts, 1845, and is shortly stated by Lush, J., to be, "did the Legislature intend to compensate for damage occasioned by the 'making and using' the railway, or for damage occasioned by the 'making' only apart from its use." It was admitted in all the judgments that the words of the statute, giving compensation to landowners, "taken in their literal and primary sense, would be read as denoting the mere work of construction, and if they occurred in a contract between the company and a person who thereby undertook to make the line, this would be their undoubted meaning." The contention, of course, was that the scope and object of the statute showed that the words in question were not to be taken in their primary and literal sense, but in a more extended meaning.

Willes, Keating, and Lush, JJ., and Pigott, B., assented to this contention for the plaintiff and gave their opinion in favour of his right to recover compensation for the damage done to his house. Blackburn, J., thought the plaintiff was not entitled to this compensation because "the onus lies on the plaintiff to show that the Legislature has given compensation, and I cannot find in the statute any language which to my mind expresses an intention to give compensation for such an injury." The opinion of Bramwell, B., is somewhat different from those of the other judges. He thought that if the plaintiff had no right of action against the company for this vibration, &c., he was entitled to compensation under the statute. If, however, he could maintain such an action Bramwell, B., thought that the plaintiff was not entitled to such compensation, and that he should be left to his remedy by action alone. The question whether the plaintiff was entitled to maintain such an action depended upon the authority of *R.* v. *Pease* (4 B. & Ad. 30) and *Vaughan* v. *Taff Vale Railway Company* (8 W. R. 549), which have decided that a railway company is not liable for damage caused by the working of the line, unless they have been guilty of negligence. They are not liable for the necessary consequences of working the railway. Bramwell, B., thinks that these cases should be overruled by the House of Lords, that it should be held that the plaintiff in this case could maintain an action, and that he was not entitled to compensation under the statute.

Lords Chelmsford and Colonsay, Lord Cairns dissenting, held that the plaintiff was not entitled to the compensation claimed, and reversed the judgment of the Exchequer Chamber. They also expressed their approval of the principle on which *R.* v. *Pease* and *Vaughan* v. *Taff Vale Railway Company* was decided. This decision, therefore, follows the sound principle that the plain and ordinary meaning of the words of a statute is to be followed, and not the presumed intention of the Legislature, except so far as that intention can be gathered from the words themselves.

The decision also in effect affirms the cases of *R.* v. *Pease*, and *Vaughan* v. *Taff Vale Railway Company*, and the rule is, therefore, now finally settled as far as it can be settled by judicial decision, that a landowner whose property is injured by the ordinary and proper working of a railway can neither recover compensation under the Lands and Railways Clauses Acts, 1845, nor by action. This decision of the House of Lords, doubtless, inflicts a great hardship on the plaintiff, and many others in his position; but it is better that a remedy should be provided for such cases by legislation than that a statute should receive a construction contrary to the plain meaning of the words in which it is expressed.

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EQUITY.

Bequests to erect Chapels, involving the Acquisition of Land.

Re Watnough's Trusts, V.C.M., 17 W. R. 959.

An apparent difference of opinion between two branches of the courts as to the establishment of bequests of this character, induces us to call attention to this case. Where money is bequeathed to erect a building for any of the purposes that fall within the description of charitable, the old rule was that the party seeking to establish the bequest and take the case out of the Statute of Mortmain, had upon him the burden of showing that the testator intended the bequest not to be laid out in the purchase of land (*Attorney-General* v. *Nash*, 3 Bro. C. C. 588). Lord Brougham, indeed, once declared that a positive intention to exclude the purchase of land must be found in the will (*Giblett* v. *Hobson*, 3 M. & K. 517). All the early cases show that a direction to build implies a direction to acquire land for the purpose of building, unless an intention to exclude the purchase of land be found in the will itself, extrinsic evidence being inadmissible. In other words, unless the testator points, by the terms of his will, to some land already in mortmain, a direction to acquire land for the purpose of building will be implied (*Attorney-General* v. *Davies*, 9 Ves. 535).

In *Re Watnough's Trusts*, the Vice-Chancellor followed the current of the earlier authorities. There is, unquestionably, a tendency at the present day towards suffering encroachments on the provision of the Statute of Mortmain, and the recent decision of the Master of the Rolls, in *Booth* v. *Carter* (L. R. 3 Eq. 757), almost seems to have been pronounced in deference to this tendency. In *Booth* v. *Carter*, the bequest was to the trustees of a particular chapel in C., to be applied towards the erection of a new chapel in C. The Master of the Rolls affirmed the validity of the bequest in a very short judgment, on the ground that there was land vested in the trustees at the date of the will upon which a new chapel could be built, though the evidence of this, resting as it must have done on extrinsic evidence, ought hardly to have weighed with his Lordship in deciding the case. So too, in *Sewell* v. *Crewe-Read* (L. R. 3 Eq. 60), the same learned judge upheld a naked bequest of money to be applied in building a parsonage house, where there was glebe land belonging to the living at the date of the will. We have always thought the decision in *Dent* v. *Allcroft* (30 Beav. 335), rested on a narrow basis, where the bequest to build almshouses was held to exclude the Statute of Mortmain by reason of a direction that the application of the bequest was to be consistent with the laws then in force, there being no reference whatever to land already in mortmain as a site for the almshouses. We cannot think that the foregoing decisions are sufficient to shake the general principle established by a series of decisions, that a bequest to erect a building *primâ facie* implies a direction to acquire land for the purpose, and that the burden is upon the person claiming the bequest of showing from the will itself that the testator did not mean that land should be acquired, but referred to land already in mortmain.

Railway Companies and their Creditors.

Griffiths v. *Cambrian Railway Company*, M.R., 17 W. R. 979.

The exceptional protection which the Legislature has of late seen fit to extend to railway companies when unable to meet their engagements with their creditors, was extended to them not for the benefit of the companies, nor of their creditors, but of the general public. The same motives of public good which induce the Legislature to confer compulsory powers of taking land on a railway company, induce it when that company falls into difficulties to stay proceedings against it, to the injury, perhaps, of the private creditor, but to the gain of the public, who are interested in having the railway kept open for their use. Hence, the provisions of the Railway Companies Act, 1867, which empowers the Court, after the filing of a scheme, to restrain any action against the company on such terms as the Court thinks fit, and stays execution or other process against the property of the company, after notice published of the filing of the scheme. The effect of these sections is to restrain proceedings by outside creditors, or unpaid landowners during the maturing of the scheme (*Re Cambrian Railway Company's Scheme*, 16 W. R. 346), and renders it essential that they should obtain leave before issuing execution: *Re Devon and Somerset Railway Company* (17 W. R. 133), though protection against a vendor's suit for specific performance cannot be obtained during that period, except on terms of submitting to a decree (*Robertson* v. *Wrexham, Mold, and Connah's Quay Railway Company*, 17 W. R. 138). But a scheme is not binding on outside creditors or unpaid landowners who have not, or a majority of whose class have not, assented to it; and it is essential that the scheme should make reasonable provisions for the claims of creditors and landowners. In fact, wherever a scheme contains a clause seriously affecting outside creditors, the Court will require the consent of every such outside creditor before it confirms the scheme (*Re Bristol and North Somerset Railway Company*, 16 W. R. 1112, L. R. 6 Eq. 448). As regards debenture creditors, on the other hand, the scheme, when assented to in writing by three-fourths in value of them, is binding on them all unless fraud be shown (*Re East and West Junction Railway Company*, L. R. 8 Eq. 87).

Section 36, the corresponding section of the Cambrian Railways Act, 1868, stays proceedings in respect of antecedent liabilities until the 31st of July, 1873, unless with the leave of the Court of Chancery, and on such terms as the Court may impose. It may be worth while to speculate in what cases the Court would give leave. Clearly the Act is one which ought to be interpreted favourably to the creditor. In *Griffiths* v. *Cambrian Railway Company*, the motion was by an unpaid landowner who had obtained the usual decree for specific performance, for liberty to prosecute the suit by a sale of the land. So far as regards stopping a race between creditors, the operation of the section is salutary. But where a creditor has obtained a decree, ought he not to be allowed by the Court to reap the fruits of it?

This was Lord Hatherley's view when Vice-Chancellor, in *Re London Cotton Company* (14 W. R. 275), where a creditor who had sued out a writ of execution and placed it in the sheriff's hands before the winding-up, obtained leave after the winding-up had commenced to put in force the execution, notwithstanding section 163 of the Companies Act, 1862. In the case before us Lord Romilly seems to have been of the same opinion, as leave to go on with the suit was given. And we venture to submit that, under such circumstances, the plaintiff ought to find no obstacle in the way of a sale of the land.

Judgment-Creditors and the Act to amend the Law relating to future Judgments, &c. (27 & 28 Vict. c. 112.)

Ex parte Padwick, M.R., 18 W. R. 8.

The judgment-creditor's right to obtain an order for sale of his debtor's land (in the extended sense in which the word "land" is used in the Act), by petition in a summary way, extends only to such land as shall have been actually delivered in execution. There are many interests in land among those enumerated in 1 & 2 Vict. c. 110, s. 13 which are incapable of actual delivery, and to which, therefore, the recent Act does not apply. An equitable interest in leasehold estate is one of these interests. The petitioner, therefore, was without a remedy, inasmuch as the year had not expired since the entering up of the judgment so as to entitle him to a decree for sale under 1 & 2 Vict. c. 110, s. 13; nor, as we have already seen, had he a right to petition the Court

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under the recent Act. The Master of the Rolls' observations on the case indicate sufficiently the chaotic state to which the law of judgments has been reduced. What actual delivery may be, as distinguished from delivery *pur et simple*, it is impossible even to surmise; but this at all events is clear, that the benefit of the summary remedy reaches only to interests in land such as are capable of delivery in execution, thus restricting very considerably the meaning of "lands" as defined in section 2 of the Act.

It will be remembered that in *Re Cowbridge Railway Company* (16 W. R. 506, L. R. 5 Eq. 413) it was decided that a judgment-creditor who has sued out a writ of *elegit* is not entitled to an order for sale upon petition where the lands have been already extended and delivered under a prior *elegit*. In this case, as in *Ex parte Padwick*, actual possession was treated as being a condition precedent to relief under the recent Act being obtained.

Where actual possession cannot be obtained the creditor must still assert his equitable right by bill. See as to this Mitford on Pleading (p. 101), *Smith* v. *Hurst* (10 Ha. 48.) The creditor in *Re Cowbridge Railway Company* after suing out his *elegit* should have filed a bill to redeem, and having thus got rid of the prior *elegit*, and acquired actual possession of the land, he might proceed by way of petition under the recent Act.

The Act, therefore, does not enlarge the rights of judgment-creditors. All that it does is to assimilate the law affecting freeholds, copyholds, and leaseholds to that affecting purely personal estate, by requiring actual execution before a petition for sale will lie. Where actual execution is impossible, the creditor is left to the remedies which existed before the Act.

The Master of the Rolls doubted whether on a strict construction of the words actually delivered in execution the 13th section of 1 & 2 Vict. c. 110, had not been repealed. But in *Re Cowbridge Railway Company*, Vice-Chancellor Wood said that it could not have been intended that all the remedies given by 1 & 2 Vict. c. 110, should be swept away by a side wind.

REVIEWS.

Cases and Opinions on Constitutional Law and various points of English Jurisprudence, Collected and Digested from Official and other Sources; with Notes. By WILLIAM FORSYTH, M.A., Q.C. London: Stevens & Haynes. 1869.

It has often been remarked that, whereas in America the official opinions given by successive Attorneys-General have been carefully collected and regularly published, in England the contrary rule has prevailed, and the opinions of the law officers have in general been even studiously concealed, and buried among the unsearched records of the various departments of the Government. Our readers will recollect that not very long ago a strong objection was made by the Government in office to the production of an opinion given by the law officers of the Crown several years previously, but upon which they had been again called upon to act. The rule that such opinions should not, except under special circumstances, be published at the time they are delivered is probably a wise one. The contrary practice would, we think, certainly tend to diminish the responsibility of the Ministry in office. And, of course, while questions of delicacy are still pending, as, for instance, the *Alabama* question, much embarrassment might result from publishing the opinions of the law officers upon the various phases of the controversy. But when a certain time has elapsed no harm, but, on the contrary, much good, may be done by the publication of the deliberate opinions of great lawyers upon great questions. Except, however, in the case of Chalmers' "Opinions of Eminent Lawyers," nothing of the kind has ever been attempted in any systematic way in England. Mr. Forsyth has, therefore, met a real want in the present work, and has met it, on the whole, well.

In estimating the merits of such a work as the present, the first point which we should like to be able to determine is the degree of judgment shown by the author in the selection of his materials. As, however, we have, of course, no means of knowing what materials Mr. Forsyth had at his disposal, we can scarcely form an opinion upon the point; but of the materials which Mr. Forsyth has actually embodied in his book, no one can fail to see that they are of extremely unequal value. Some of the opinions here published are upon subjects of great importance, and tend to throw much light upon those subjects. Of others it may well be doubted whether they were worth publishing at all. The first chapter, for instance, contains opinions of eminent lawyers upon the subject of the "common and statute law applicable to the colonies," and nearly all the opinions in this chapter are instructive as illustrating general principles. The second chapter contains thirteen opinions on the "ecclesiastical law applicable to the colonies." And while some of these opinions are undoubtedly instructive, probably half of the number have to do solely with the construction of special statutes, so special as to throw no real light upon general principles of construction. The main sources of legal learning upon this subject are, of course, the recently adjudged cases, especially those arising out of the contests in South Africa. These Mr. Forsyth has treated in the notes appended to the chapter, and the consequence is that the text and the notes have no connection with one another, except in name. The same inequality runs through the whole book; indeed, some of the opinions printed are almost ridiculous in their triviality. For instance, on page 53, we find an opinion of Sir J. Dodson, Sir J. Campbell, and Sir R. M. Rolfe, to the effect that they see no objection to a certain instrument which had been sent them, appointing a suffragan Bishop of Montreal. What the form of the instrument was, or what the supposed objections to it, we are not informed. On page 161 we have two very remarkable opinions—remarkable, that is to say, in such a publication. The chapter in which they occur is "On certain Prerogatives of the Crown." The first of them is entitled "Opinion of Mr. Fane on the King's right to Treasure Trove in the Bahamas, 1737." In it he says, as to a case "relating to some treasure found at Providence, by one of the inhabitants;" "If no person can legally prove a property in the treasure found, it will be deemed the property of the Crown." There is not another word. The second opinion is headed "Opinion of the Attorney-General, Sir Edward Northey, on the Queen's right to Royal Fish at New York, 1713." The opinion is simply to the effect that in certain proceedings between the Crown and some inhabitants of New York about the right to take whales, both sides had gone wrong in their pleadings. There is no reason why these opinions should be published; and the admission of such useless matter is, in our judgment, the great fault of the book.

We have said thus much as to the defect of Mr. Forsyth's book; but subject to this and a few other drawbacks, we can speak in very high praise of its merits. The opinions themselves contain matter of great weight, and which may prove of great utility. We would refer our readers in particular to some very valuable opinions on the subject of martial law and the power of courts-martial in chapter 6. The author has not encumbered these opinions with introductory narratives but has left them to speak for themselves; a practice which in general is attended with advantage, and never with any inconvenience, except in the case of one or two opinions which, as they stand, are scarcely intelligible, but which in any case would not be very valuable. And the disquisitions in the form of notes appended to each chapter, though we cannot always agree with their conclusions, are admirably concise, and contain a great mass of useful matter in a very convenient form.

A Manual of Bankruptcy and Imprisonment for Debt under the Bankruptcy and Debtors' Acts, 1869. *An Epitome of the Law under those statutes, with a Comparative Table showing the changes made by the new Acts.* By G. MANLY WETHERFIELD, Solicitor, author of "A Treatise on Composition Deeds," "The County Court Acts, 1867—9," "County Court Reforms," &c., &c. London: Longman, Green, Reader, & Dyer, 1870.

Mr. Wetherfield's unpretending little work neither calls for, nor, indeed, admits of, any elaborate comment. It professes to do no more than arrange the sections of the new Acts, and call attention to some of the more important changes which they introduce. The arrangement of the sections of the Act seems to us judicious, and the enumeration of changes in the law tolerably, though by no means absolutely, complete. We have no doubt that the book

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will be found useful by those who are beginning their acquaintance with the Acts. After all, the most important part of all such books is the index, and Mr. Wetherfield's index seems to have been carefully prepared.

COURTS.

COURT OF BANKRUPTCY.

Dec. 23.—Mr. Senior Commissioner Holroyd took his seat upon the bench to-day for the last time, and the following addresses were delivered on the occasion.

Mr. Bagley rose and said:—Mr. Senior Commissioner, I have reason to believe that this is the last occasion on which you will preside at a public sitting of this court, and I cannot regard your final departure from that seat which you have so long and so worthily occupied as an occurrence of an ordinary character. You will permit me on the part of the Bar to express our high appreciation of your great public services.

You were appointed to the situation of a judge in this court so far back, I believe, as the year 1831, and you are, therefore, the oldest judge at this moment sitting on the bench of any court of justice in this country.

In the course of that lengthened career you have been called upon, day after day, to decide upon very varied questions of law and fact, in the whole range of both law and equity, and which have been constantly complicated with most important questions of fact. You have also had brought before you, in the first instance, before they were subjected to the consideration of any other courts, various Acts of Parliament, not always framed with the greatest perspicacity. In the discharge of those arduous and important duties you have displayed an unceasing devotion to the performance of your duty, and you have also displayed indefatigable industry and exemplary patience. The result has been that your judicial decisions have always commanded respect, and generally obtained approval. On behalf of the branch of the profession to which I belong, and if I did not see that the other branch of the profession was here distinctly and ably represented, I might say on the part of the whole profession of the law, I express a grateful sense of the kindness, forbearance, and courtesy we have always received from you. Desirous as you have been that right and justice should prevail, I may say that we, none of us can recall that you ever uttered a word inflicting pain or giving offence to anyone who has practised before you. Under these circumstances, it is impossible that we can contemplate the severance of our professional relations with you without regret; but we beg to assure you that you take with you our best wishes, and our earnest wishes that you may have, in your well-earned retirement, health and happiness. With these observations, which I thank you for allowing me the opportunity of making on the part of the Bar, I respectfully bid you farewell.

Mr. Lawrance said:—Your Honour, on behalf of that large and influential branch of the profession to which I have the honour to belong, and to whom my friend, Mr. Bagley has adverted, you will, I am sure, pardon me for saying a few words in addition to those which he has so gracefully and emphatically uttered. I could not discharge the duty I owe to myself, and certainly not to my brother professional men, if I did not coincide in every word my learned friend has said. Brought, as solicitors are, into more direct, and more constant relations with "all sorts and conditions of men," you can readily understand they have a more extended opportunity than the Bar have, of knowing their feelings with respect to a learned judge who, for a period of nearly forty years has presided over what I may be permitted still to term one of the most important mercantile courts in the kingdom. (Hear, hear.) Forty years represent a very considerable portion of a man's life, but forty years upon the judicial bench is almost without example. To speak of the purity and integrity of the bench, is merely to repeat words "familiar in our mouths household words." But an instance in which so vast an amount of legal knowledge—stores accumulated during a series of years—stores I may almost say traditionally derived from that learned judge, your father, whom I remember in the Court of King's Bench, and to see that vast amount of learning applied daily and hourly to cases often of the first magnitude, and often of slight importance, is indeed a rare example of judicial patience, and judicial perseverance. I may certainly echo the learned counsel's words in that most important particular, that no advocate, be he counsel or solicitor; no suitor, be he creditor or bankrupt, can recall to his mind one single harsh or unkind word, nay, not a single impatient gesture. (Hear, hear.) Although deeply regretting what I may almost call your enforced retirement, for I believe that but for legislative interference, we might still have had you here for some years longer, and deeply deploring your retirement, I cannot but adopt my friend's language and wish you every happiness in your retirement. The words of Shakespeare may be fitly quoted here. You have that

> "Which should accompany old age,
> As Honour, Love, Obedience—
> Troops of friends."

The Commissioner.—Mr. Bagley and gentlemen of the bar, Mr. Lawrance and the solicitors of the court, I most heartily thank you for this kind expression of feeling. It is very gratifying to me to receive such a testimonial from a body of gentlemen so competent to form an opinion of me. I am sensible, however, that my friends, Mr. Bagley and Mr. Lawrance, have commended me very much beyond my real merits. I can only claim credit for an earnest endeavour, during a somewhat lengthened term of service as a Commissioner of the Court of Bankruptcy—namely, thirty-eight years, to do my duty and administer the law justly and impartially. If I have in this succeeded, I have my reward; but I cannot retire from the scene of my labours without acknowledging the obligations I am under, not only to my brother Commissioners, the members of the Bar and the solicitors practising in this court, but also to the registrars and other officers of the court, not forgetting the solicitor's clerks, by whom a great deal of the chamber practice is efficiently done; I therefore have to express my obligation to those different persons for the valuable assistance which I have, from time to time, received in disposing of the business brought before me. Though our professional relations, as has been observed by Mr. Bagley, may speedily be severed, I shall often advert to them with pleasure, and shall continue to take a deep interest in the administration of the law, to which I have devoted so many of the best years of my life. And now, I bid you all farewell, with best wishes for your health and happiness, and uninterrupted success in your professions.

APPOINTMENTS.

Mr. Russell Gole, of Lime-street, City, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

Mr. John Watkins Johnstone, of Stockport, has been appointed a Commissioner to adminster oaths in the High Court of Chancery in England.

Mr. Alfred Smith, of the firm of Messrs. Harrison & Smith, solicitors, of Wakefield, has been appointed a Commissioner to administer oaths in Chancery.

Mr. John Watson, solicitor, of Durham, and Deputy Clerk of the Peace for the county, has been elected Clerk to the Magistrates of the Durham division, in the room of Mr. J. W. Hays, resigned. Mr. Watson was admitted to practise as an attorney in the County Palatine of Durham in January, 1855, but received a more general certificate in Michaelmas Term, 1860. He holds several local offices in Durham, among which may be enumerated that of Clerk to the Justices for the Western Division and Clerk to the Committee of Visitors of the County Lunatic Asylum. He is also solicitor to the trustees of Spearman's Charity and also to the governors of Sherburn Hospital.

Mr. George William Barlow, solicitor, of Accrington, Lancashire, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

With reference to O'Donovan Rossa's election for Tipperary, the *Freeman's Journal* says:—"Thursday, the 23rd of December, was the last day for petitioning against the return of O'Donovan Rossa as member for Tipperary. No petition having been presented up to or on that day by Mr. Heron, Q.C., or anyone else, the election of O'Donovan Rossa can be dealt with by Parliament only. What course will be taken or result arrived at it is impossible to anticipate, but should Rossa be declared disqualified and his return void, it is stated that a new election must be held."

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GENERAL CORRESPONDENCE.

JURISDICTION OF THE COUNTY COURTS.

SIR,—The proposal which I am about to make with respect to the *concurrent* jurisdiction of the county courts, will, perhaps, startle some of your more timid readers; for I would confer on those courts *unlimited* jurisdiction over all legal disputes of whatever nature or amount, whether at common law, in equity, in maritime cases, or in bankruptcy. I do not mean by this sweeping assertion that I would substitute the county court for the superior court as the tribunal of first instance in all cases—that is a radical change which I certainly do not recommend, though, as I shall hereafter have occasion to show, it seems to be hinted at as a possible contingency by the "advanced" section of the Jurisdiction Commission. However, it is enough for me to state here, that I contemplate no such legal revolution by my scheme; but I simply wish to give every plaintiff the option of commencing proceedings in the county court, if he or his legal adviser should consider that by so doing he could obtain justice at an earlier date, or at less inconvenience or cost, than by having recourse to the superior court. In order to avoid the possibility of this rule operating prejudicially to the defendant's interest, the superior judges should be empowered, in every case of *concurrent* jurisdiction, to remove the proceedings into a higher court, at the defendant's instance, provided that his application be supported by an affidavit of merits and an offer of security for costs, and by proof that the case was a proper one, either to be tried by a special jury or to be conducted by leading counsel, or that it involved difficult questions of law, or was on any other special ground unfit to be disposed of by an inferior tribunal. (See 9 & 10 Vict. c. 95, s. 90; 19 & 20 Vict. c. 108, ss. 38—44; 28 & 29 Vict. c. 99, s. 3; and 31 & 32 Vict. c. 71, s. 6.) Now, I cannot imagine what sensible objection can be urged against the plan here proposed, if it be only correctly understood and carefully considered. The plaintiff, of course, cannot object to it, for it will continue a dead letter so far as he is concerned, unless he prefers the local court to Westminster Hall. Neither will the defendant have any just right to complain, for the plan affords him ample opportunity for protecting his interests. If it be contended that a man sued in a county court in respect of some important matter might not be aware of his power to have the proceedings transferred to a superior court, this objection, such as it is, may be fully met by inserting in the summons a special notice warning the defendant of his rights. If it be argued that county court judges cannot safely be entrusted with powers to determine questions which involve large amounts, the obvious answer is, first, that legal difficulties do not depend on the value of the stake, and that it is quite as easy to try a cause for £1,000 as for £5; next, that the jurisdiction contended for would, in practice, be confined almost exclusively to simple cases; and, lastly, that for years past the Courts have actually exercised a jurisdiction almost equally extensive without any complaint being made against them. I allude here to the jurisdiction by consent, which is conferred on the courts by section 23 of the Act of 1856. That section enacts in substance, that the county courts may try any action at common law, "if both parties shall agree, by a memorandum signed by them or their respective attorneys," to give them jurisdiction. It may seem strange at first sight that, in the face of the above enactment, I should deem further legislation on the subject necessary. But the truth is, that although I have no fault to find with the extent of jurisdiction conferred, I have every fault to find with the mode of conferring it. When litigants are about to settle their disputes in a court of justice, they are neither of them in a frame of mind to consent to an amicable agreement in the shape of a wrttten and signed memorandum. It is only among what Lord Byron used to call "the champions of the fisty ring," that men shake hands before they begin a fray, and one is, therefore, not surprised to find from the statistical returns, that in the year 1868, thirty-three plaints, and in the year 1867, eleven plaints were all that were entered in the 521 county courts "by agreement above £50." To understand these figures aright, it must be borne in mind that the county courts dispose of nearly a million of plaints in the course of a year, and that about 11,000 of that number are entered for sums ranging from £20 to £50. A sudden fall in a popular court from 11,000 to 33 annual plaints is an event sufficiently striking to attract attention; and a law that can produce such a result is one which, *primâ facie* at least, requires amendment. I contend that this law is, in fact, illusory. It has been tried for many years, and it has utterly failed. Surely, then, I am justified in advocating its immediate repeal, and the substitution of a more efficient rule in its place. Experience has proved that to make the jurisdiction of the county courts dependent on the *active* consent of *both* litigants in a lawsuit, is a mere delusion; and I, therefore, submit with confidence that all which can be reasonably expected or required is, that the local tribunal shall not have jurisdiction unless the one party *actively* and the other *passively* consents, or a superior judge shall express an opinion that the case is fit to be dealt with by the county court.

The adoption of such a rule as this would, I am persuaded, be productive of very beneficial results. At present the courts at Westminster are clogged to such an extent that it is often difficult, if not impossible, for the judges to get properly through the work before them. Some heavy causes are made remanets; some are burked by a forced compromise; while others are handed over to different arbitrators on the back benches, who, enjoying ample leisure, and being paid by the "sitting," have no pressure upon them to make either speedy or cheap awards. In many an important suit, therefore, the litigants have scant reason for satisfaction; and what renders their position the more vexatious is, that, while they are being thus victimised in one form or other, the *costly* abilities of our great luminaries of the law are being constantly used up in trying causes not a whit more difficult than the simplest plaints which come before the county courts. The golden rule of the satirist, "*Nec Deus intersit, nisi dignus vindice nodus*," is nowhere so systematically set at nought as in our courts of Nisi Prius; and the main object which I have in view is to palliate, if not to remedy, the evils which arise from thus disregarding a maxim founded on common sense. Only permit plaintiffs to have recourse to the county court without limit as to the amount of the claim, and a large proportion of the ordinary actions for goods sold and delivered, for money lent, and for work and labour, would soon cease to block up the current of justice at Westminster, and the judges would gain comparative leisure to unravel "the weightier matters of the law."

But it is not only with respect to causes which actually come to trial, that an increase of jurisdiction in county courts would operate beneficially. Take, for example, "The Summary Procedure on Bills of Exchange Act, 1855," which we owe to the enlightened advocacy of Mr. Justice Keating. This Act, in section 9, empowers her Majesty, by Order in Council, to extend to other than the superior courts the salutary provisions of the statute, and consequently they have been extended to the county courts. But how? Merely by directing that such courts shall deal with bills and notes, "where the plaintiff claims a sum not exceeding £50." What object can be gained by this limitation of the jurisdiction? In actions on negotiable instruments, not one per cent. of the number is capable of defence. Then why should not the holder of a note for £100 or £1,000 enjoy the same facilities for obtaining judgment and execution as the holder of a note for £50. In the one case the plaintiff, who perhaps lives in Manchester or Bristol

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has simply to proceed to the county court, take out a plaint, and pay the summons fee, when an officer of the court will henceforth do the needful. In the other he has, almost of necessity, to apply to his solicitor, who must apply, in turn, to his London agent, and every step will be taken by or through the one or the other or both of these expensive middle-men. The result of such circumlocution is a clear loss of time, of money, and of trouble, without any one corresponding benefit to balance these evils.

A METROPOLITAN COUNTY COURT JUDGE.

STAMPS ON BUILDING LEASES.

Sir,—The following is a copy of a notice issued by the Board of Inland Revenue, on the 25th November last, on this subject:—

"The Commissioners consider that, in future, all building leases containing covenants to build, or in consideration of a house having been built, must, in addition to *ad valorem* duty on the rent, be chargeable with thirty-five shillings, as for '*a separate lease in consideration of such covenants*,' the charge arising, as it is considered, under the latter part of the 16th section of 17 & 18 Vict. c. 83.

"It is also considered that a lease containing a covenant to improve, and, if necessary, rebuild, &c., &c., is liable to that additional duty '*as for a separate lease in consideration of such covenant.*'"

The Act referred to came into operation in October, 1854; a period of fifteen years has, therefore, been permitted to elapse, during which, according to the views now taken by the Commissioners, many thousands of leases must have been insufficiently stamped. That this is an entirely new light which has burst in upon the Commissioners is evidenced by the fact that, in 1865, we applied to the board for an adjudication stamp on a lease in which the precise question arose, and obtained it without having to affix the thirty-five shilling stamp.

The notice, it will be observed, only intimates that, in future, all leases containing covenants to build or improve should have a thirty-five shilling stamp in addition to the *ad valorem* duty, but says nothing about the *past*; it is to be hoped, therefore, that the Commissioners contemplate obtaining an Act to remedy the error into which they and the legal profession have fallen, if their view of the Act is correct.

They, no doubt, however, feel that, before applying for an Act, it will be necessary to have a judicial decision upon the point, as the Court of Exchequer may possibly differ from them, as they have from their former selves, and it was probably with this view that they sounded the alarm by issuing the notice we have quoted.

The question, therefore (assuming that some remedy will be applied as regards leases already executed), is not so important as to the past as it is for the future, for, if the construction of the Board is correct, building operations, and especially of houses of an inferior class, will be greatly discouraged. An addition of thirty-five shillings to the expense of every lease would be felt by builders, whether in a large or small way, and particularly in cases in which a separate lease may be required for each house.

An inflexible duty of thirty-five shillings would also be in a great majority of cases greatly out of proportion to the *ad valorem* duty. In the case, for instance, of a building lease for ninety-nine years, reserving a ground rent of £10 (which is far above the average) the *ad valorem* duty would only be 6s, or within a fraction of one-sixth of the extra duty required. But the law, as now laid down by the Commissioners, not only applies to building leases but to all leases, however short the term containing covenants, which, in the opinion of the Stamp Office, may come within the category of "a further or other consideration" for the lease, so that a covenant to rebuild in case of fire, or even a covenant to paint, &c., every seven years or during the last year of a term, or a covenant to leave a farm in a certain state of cultivation, or to lay down arable land to pasture, or for other purposes arising out of any special arrangement between the parties might come within the operation of the rule; indeed, as the consideration for all leases is either expressed or implied to be the rent, and the covenants contained in the lease on the part of the lessee, it will be necessary in every case to look to the covenants themselves to ascertain whether they are of such a nature as to require the thirty-five shilling stamp in addition to the *ad valorem* duty, and as few solicitors will take upon themselves the responsibility of deciding what covenants bring each particular case within the rule and what do not, the result will be that they will either affix the thirty-five shilling stamp or incur the trouble and expense of obtaining adjudication stamps, for be it observed an adjudication stamp only applies to the particular deed to which it is affixed, and will not give validity to other leases, though containing precisely the same provisions, in the event of the Commissioners putting an erroneous construction upon the law applicable to the case.

The question is so important, that it seems to us desirable that some combined measure should be adopted in order to obtain a judicial decision upon the point without delay, and with the ultimate view, if the decision should be unfavourable, of applying to Parliament for relief in the event, which we cannot anticipate, of her Majesty's Government omitting to bring forward a remedial measure; and also with the view, in case of any measure being brought forward, of promoting any amendments which may appear desirable.

A judicial decision could easily be obtained by presenting a lease containing covenants to build, for adjudication, and appealing to the Exchequer under the 13 & 14 Vict. c. 97, s. 15 from the decision of the board. The expenses would not be heavy, and if a few landlords and builders interested in the question would agree to share them, they would fall very light when divided. The principal expense, indeed, would be the fees to counsel.

We shall be happy to put ourselves in communication with any persons who will address us under cover to A. B. & Co., care of Mr. Anderson, Southampton-buildings, Chancery-lane, London. A. B. & Co.

THE OVEREND AND GURNEY PROSECUTIONS.

Sir,—The publication of my letter to the *Times* in your columns last week, accompanied with criticisms of an injurious tendency, induces me to request your candid perusal of the enclosed statement of *facts*, and to hope that you will, in the spirit of fair play, and in the interests of our common profession, absolve me in this week's JOURNAL from the charge so offensively prefixed to your comments. So far from any design of "puffing" actuating me, I withheld my name throughout the proceedings as conducting the prosecution, which there is every probability would have fallen through, to the scandal and reproach of our national credit and jurisprudence, if I had not responded to the call at the eleventh hour.

I rely upon your candour and justice to make the *amende honorable* in your next impression, as it is too bad to have such invidious remarks made as a sequel to a matter of such public import, and in which the principal *worker*, having been made a cat's-paw of, has reaped neither praise nor profit; while the honour and privileges of the profession demand your impartial and jealous guardianship.

29th December, 1869. R. DAWSON.

A FAIR RING AND NO FAVOUR.

Sir,—In seconding Mr. C. T. Saunders's paper, published in your last week's number, on the "union of the two branches of the profession," I would ask leave to point to the exclusive audience accorded to barristers at some of the criminal courts, and especially at quarter sessions, as illustrating, in a superlative degree, the need for reform. Let me call in the aid of

> "That smoothed-faced gentleman, tickling commodity,
> The bias of the world."

and appeal to our governing class, the almighty ratepayers, and the present exceedingly-economical Government, not to permit any longer an expenditure of the county funds, in the shape of fees to counsel for the prosecution, where such an outlay is unnecessary. I am not alluding particularly to such a gigantic case as that of the Overend & Gurney prosecution, which Mr. Saunders thinks would have been better conducted by an attorney, but rather to the great bulk of small and trifling cases, in many of which the briefs (consisting merely of copies of the depositions) are made, each of them assisted by an enormous heading, to pretend to run over a single brief sheet. Do the ratepayers know why so many guineas (*plus* clerks' fees) have been kindly presented out of their pockets with these briefs? Because, forsooth, an exercise of their generosity was re-

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quired to provide a *nursery* for members of the bar, in whom, exclusively of attorneys, forensic talent

"Yet unborn, perhaps,
Lay hidden, as the music of the moon
Sleeps in the plain eggs of the nightingale,"

which required developement!

At a season when the already heavily-burdened farmer is threatened with further imposts for the necessary education of the poorest of the poor, it is worthy of his consideration whether he should not seek to remove the tax he pays towards the mental advancement of sons of noblemen and others—the wealthiest of the wealthy.

Again, the exclusive system works hardly upon a prisoner in the matter of his defence who, but for the practice, might fairly have, through his attorney, for one guinea, that assistance which can now scarcely ever be afforded him, with decency, under £5, usually a prohibitory amount altogether. Surely that influence which attorneys are popularly supposed to possess in elections must be altogether a myth, or they would, ere this, have climbed the barrier which, at present, "shuts them up," a degraded race of mortals, in all the principal courts of justice.

29th December, 1869. AN ADVOCATE.

Sir,—In the case of *Baker* v. *Wait*, *coram* Vice-Chancellor James, reported in the *Weekly Reporter* of the 25th inst., p. 185, I observe that it appears to have been doubted, though not fully discussed nor decided, whether there was any power to administer interrogatories in an equity suit in the county court. I think there is, and succeeded about twelve months ago in so convincing the registrar of the Liverpool County Court. The occasion was a suit for the administration of the trusts of an assignment for the benefit of creditors registered only under the 194th section, when I obtained leave before the hearing to administer interrogatories to the defendant. The grounds for my application will suit equally an application to interrogate the plaintiff, and they are simply these:—1. The County Court Equitable Jurisdiction Act, and the rules made thereunder contain nothing to show that interrogatories and answers are intended to be avoided. 2. Rule 80 of the County Court Common Law Rules of 1867 contains provisions for enabling either party to interrogate the other party, and upon the necessary affidavit being made the granting an order appears to be compulsory on the registrar. 3. Rule 27 of the 23rd County Court Order in Equity 1867 says "the rules, and forms, and practice in actions in the county courts shall, subject to these orders, be adapted with reference to suits and proceedings in equity so far as they shall be respectively applicable."

The matter has not, I think, yet come under judicial decision, and as it is obvious that in many county court equity suits interrogatories would be of great service to the parties, perhaps you or some of your readers would like to state suggestions or experience on the subject.

Liverpool, Dec. 27. J. J. Y.

Sir,—A short time ago appeared in a provincial paper a letter from a correspondent, I presume an "accountant," or some person of that description, coolly taking to task the judge of the local county court for not admitting accountants, &c., to conduct cases in these courts on behalf of others, and impudently asserting that the doing so was in direct contravention of the law; saying in effect, in support of his opinion, that the judges were *obliged* to allow a hearing not only to barristers and attorneys but also to "any other persons."

I waited some time to see if any member of the profession would take the trouble to give the writer of such an objectionable letter, the "setting down" which he so well deserved; but, unfortunately, the only gentleman who attempted it was, as I think, about as little fitted for the task as he well could be, for he made bad worse, as you will see. He did not attack the letter in the spirit of contempt which was appropriate to it, but met it with quiet counter assertions, the chief one of which was, as I conceive, bad law; for as his greatest point he told the writer of the letter that unqualified persons were precluded from acting as advocates in the county courts by virtue of the 35th section of 6 & 7 Vict. c. 73.

Roused (perhaps foolishly) by the cause of the profession being defended in such a lame way, I wrote a letter not so much to explain the law of advocacy in the county courts, as to castigate "accountants" and the whole tribe of sham lawyers, for their impudent assumption. In the course of my letter, though I did touch upon the question of "advocacy," for I pointed out to the unprofessional correspondent that he must be either very ignorant or very disengenuous to assert that unqualified persons had a right by law to appear in the county courts as advocates, when such law provided that leave of the judge must first be obtained, a provision which made all the difference between his bad law, and the real law on the point, I also said the *professional* antagonist to the writer of the letter was a "poor hand" at his work to quote the 6 & 7 Vict. in support of his opposite views, when that Act was passed years before the present county courts had an existence conferred upon them.

This letter brought another from each of the persons I have named; the non-professional rudely persisting in saying unqualified persons had a right to appear in the county courts, and still impudently passing by the provision as to leave of the judge, which I had pointed out; this was of no consequence as the kind of correspondent was evident, and it did not signify what he said.

The professional correspondent, though, replied also, and will it be believed he on his part persisted in quoting 6 & 7 Vict. c. 73. as applying to the present subject, and as a "clencher" referred the public in refutation of my views to the 36th section of that Act which he said mentioned the county courts?

Now, as in my ignorance I cannot conceive any member of the profession being so uninformed as not to know that the 36th section of 6 & 7 Vict. c. 73, as well as the 35th, refers not to the present county courts but to the ancient county courts, co-existent with the constitution of the kingdom or nearly so, I should consider the persistence in such a line of argument to make me appear wrong a most detestable piece of Jesuitism, only I have lived long enough not to make too "cocksure" of anything; and I should be obliged to you, or any of your readers, if they will state in your journal whether, by any possible construction, the provisions of the 35th or 36th section of the statute 6 & 7 Vict. c. 73, with regard "to the court commonly called the county court" can possibly be brought to bear on the right of advocacy in the present county courts. DOCENS.

[Our correspondent's view is clearly correct. The right to appear in the county courts has always been governed solely by the County Court Acts, formerly by section 91 of the County Courts Act, 1846, and now partly by it and partly by section 10 of the County Courts Act, 1852. The persons entitled to appear are the party himself, the attorney acting in the cause, a barrister, or, *by leave of the judge, any other person allowed by the judge to appear instead of the party.* If the person who claimed to appear in the case referred to was a person attempting to act as an attorney and for payment, we think not only that the judge was not bound to hear him, but that under the statutes in force he had no right to do so. The meaning of the section appears to us to be that a suitor may *hire* an advocate, who shall be either a barrister or the attorney in the cause, or if there be any reason why he should not hire an advocate, and he cannot appear in person, the judge may admit some other person to appear for him, an unpaid person being clearly meant. Section 91 of the County Courts Act, 1846, the very section which first introduced the "any other person," expressly says, "No person not being an attorney admitted, &c., shall be entitled to have or recover any sum of money for appearing or acting on behalf of any other person in the said court." This throws some light upon the kind of "other persons" meant. They are certainly not unqualified persons attempting to practise as attorneys.—ED. *S. J.*]

The issue of the new rules and orders is anxiously looked for, as the construction to be placed upon various portions of the Act may greatly depend upon the rules and orders. It is expected that the Chief Judge (Mr. Commissioner Bacon) will take his seat in the new court of Lincoln's-inn-fields in the course of a few weeks, and appeals will be heard before him. The arrears will probably be disposed of by the registrars, and a great accumulation of old business will have to be worked off. A number of fresh cases have been fixed for hearing in May next, and it is supposed that the arrears cannot be got rid of in less than a year. The new business will be allotted to the Chief Judge, who will in all probability sit here on the 1st of January for the despatch of pending business, but early in the month sittings will be held in the court of Lincoln's-inn-fields. Commissioners Holroyd and Winslow will retire on full pay.—*Standard.*

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FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT.

Helme v. *Life Insurance Company.*

1. *A custom among life insurance companies to allow thirty days' grace for the payment of premiums, notwithstanding a clause of forfeiture for non-payment on the day they become due exists in the policy, is valid to interpret the contract, and may be proven by the insured.*

2. *Evidence that the practice of the company was to give notice of the time at which the premiums fell due, and that they omitted to do so on the occurrence of the default in question, or that they so dealt with the insured as to put her off her guard, is admissible as evidence, from which the jury may draw the conclusion that the insured was misled by the company, the company cannot take advantage of a default which they have themselves contributed to or encouraged.*

Error to the District Court of Philadelphia.

Opinion by THOMPSON, C.J.

The plaintiff below offered on the trial to prove a custom among life insurance companies to allow thirty days' grace for payment of premiums due, even where a clause of forfeiture for non-payment at the day exists. The rejection of the offer by the court forms the first bill of exceptions and assignments of error to be considered in this case.

It might have been a difficult thing to prove such a custom, but that was not a good ground on which to refuse the offer. It was the plaintiff's right to prove it if she could, and we are to take it, for the purposes of this investigation, that she could have proved it. Would it have been effectual proof for any purpose, had it been admitted?

We think it would, although generally a contract is the law of the transaction in which it exists, and is not to be affected by anything but its terms: that is to say, it cannot be abridged or enlarged in its scope by anything else; yet there are many cases in which its execution is materially controlled by usage or custom. A familiar instance are days of grace on commercial paper. By a custom grown into law, it is not due until the expiration of three days after it purports to be; or rather the remedy is suspended against the parties for that period. So in agriculture, although the lease may fix the duration of the term, and when it is to end, yet the tenant by custom has rights on the premises after it is ended, to harvest and carry away, his share of what the custom calls the way-going crop. 5 Bin. 295; 2 S. & R. 14; Doug. 201; 1 Smith's Lead. Cas. 6th ed. 470. This custom seems to do more than control the remedy; it in fact delays the contract. But no custom is more perfectly established, or more completely stands on a solid foundation as law. There are customs which interpret marine contracts to the extent of apparent changes in them. In Peake's Nisi Prius 43, in the case *Charand* v. *Augersteen*, it was shown that by custom, a stipulation in a policy of insurance, that a vessel was to sail in October, meant that she was to sail between the 25th of the month and the 1st or 2nd of November.

While a custom as a general rule may not be heard to affect the terms of a statute, nor a contract, to the extent of delaying or abridging the force of it, it may interpret either. *Repp* v. *Palmer*, 3 W. 178.

The offer in this case was to control the generality of the clause of forfeiture in the policy in case of non-payment of premiums at the day, and to show that a forfeiture was not demandable at the day, nor at all, if paid within thirty days. If the plaintiff could have established this as a custom, her case would on this point have been clear of difficulty, for the testimony was that she had tendered the premium for the non-payment of which the forfeiture was claimed once and perhaps twice within a month, after it was due by the terms of the policy. We do not know whether there is or is not such a custom. That is not our question at this time, the plaintiff offered to prove it, and the testimony should have been admitted in our opinion. This error is therefore sustained.

Besides this, we think there was evidence in the case for the jury on other aspects of it. If it was the practice of the company to notify the plaintiff of the times her premiums were due and payable, and they omitted it on the occasion of this default, or if they so dealt with her as to induce a belief that the clause of forfeiture would not be insisted on in her case in case of a dereliction of payment at the day, and it was declared that the only risk she ran in not paying at the precise time was death occurring in the interval of non-payment of over-due premiums, and thus put her off her guard, they ought not to be permitted to take advantage of a default which they may themselves have encouraged. That was an aspect of the case in proof, upon which the jury should have been allowed to pass. In transactions of this nature it is easy to mislead by a practice of liberality, if followed by one of entire strictness, and the only cure for this is the inquiry by the jury whether the party has been misled by the former. If so, it is a fraud upon her rights which ought to be condemned and redressed. The cases of *Buckley* v. *The United States Insurance Company*, 18 Barb. 541, and *Reese* v. *Insurance Company*, 26 Barb. 556, strongly sustain this view. In this manner a course of strictness may take place, and it is not to be doubted that the company may waive a positive compliance with the rules of insurance. 9 Casey, 397; 2 Wr. 250; 4 Ib. 311; 5 Ib. 161; 7 Ib. 250; 8 Ib. 259; 10 Ib. 323. Forfeitures are odious in law, and are enforced only where there is the clearest evidence that that was what was meant by the stipulations of the parties. There must be no cast of management or trickery to estop the party into a forfeiture. If the strictness in this case was the result of a desire to wind up business, as we learn the company did, not long thereafter, and it was adopted to avoid a return of premiums, the least which could be said of it is, that it was a most discreditable transaction. We do not know how this was. At the same time it is singular that absolute strictness should be required in paying premiums, if the company had it in contemplation to cease insuring and to return the premiums to parties who had regularly paid them, as they would be obliged to do. There is undoubtedly a comity at least extended to all insurers in regard to the matter of paying premiums. No company would be worthy to receive the countenance of the public, which should establish a practice that would for every little dereliction forfeit the policies of the insured, even if it had the power.

We think the learned judges erred in awarding a non-suit, as well as in a rejecting the proffered testimony, and that the non-suit must be set aside and a *procedendo* awarded; which is done accordingly.

OBITUARY.

MR. P. G. ELLISON.

The *Newcastle Chronicle* reports the death of Mr. Peregrine George Ellison, a local solicitor, which took place at his residence there on the 13th December. Mr. Ellison was the senior member in point of standing in the legal profession of Newcastle, having commenced to practise there in 1810, in Hilary Term of which year he was certificated as a solicitor. At the outset of his career he enjoyed a respectable though not extensive practice, and his high character won the confidence and respect of his clients. Being in easy circumstances Mr. Ellison did not latterly follow up his professional practice, but took an active share in contested elections, when his services were invariably secured as deputy-sheriff at one of the polling-booths. The deceased gentleman was one of the few surviving members of the volunteer corps formed in the early part of the present century during the height of the French war. Mr. Ellison was born on the 31st August, 1787, and had, therefore, attained his eighty-second year; he married, in 1818, Mary, daughter of Mr. Frederick Horn, by whom he leaves three children. One of his daughters is the widow of the late Mr. Henry William Fenwick, solicitor, of Newcastle.

MR. WILLIAM BAINBRIDGE, J.P.

We have to announce the death of Mr. William Bainbridge, Barrister-at-Law, of Newcastle-upon-Tyne, who expired on the 13th December, at his residence, Cliff House, Cullercotes, at the age of about sixty years. The deceased gentlemen was the only son of Mr. William Bainbridge, senior partner of the firm of Messrs. Robert & William Bainbridge, old-established solicitors of Alston, in Northumberland, where the family is still represented by Mr. U. Bainbridge, the son of the senior member of the late firm. The late Mr. W. Bainbridge was educated at a north-country school, and having finished his studies at the University of Cambridge, he was called to the bar at the Inner Temple in November, 1838. He soon after joined

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the Northern Circuit, but confined himself, after making a few appearances at Quarter Sessions, to chamber practice as a conveyancing and real property lawyer, in which branch of the profession he acquired considerable celebrity. Mr. Bainbridge soon after published a book, which his local experience in the mining district of Alston peculiarly qualified him to write—namely, "A Treatise on the Law of Mines and Minerals." This work went through three editions, the last of which appeared about two years since. Mr. Bainbridge was possessed of considerable literary ability, and delivered a course of lectures at Newcastle on the Crusades, which were characterised by much dramatic power. He also wrote and published anonymously a novel, in three volumes, entitled "Lionel Merval." In 1857, on the collapse of the Northumberland and Durham District Bank, he was one of the four gentlemen chosen to represent and watch the interests of the shareholders and creditors. About two years ago he was placed on the Commission of the Peace for the county of Northumberland, and was very regular in his attendance at the weekly petty sessions held at Tynemouth. He leaves a widow and young family.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Intermediate Examination.

Hilary Term.

The examiners appointed for the *intermediate* examination of persons under articles of clerkship to attorneys have appointed Thursday, the 20th January, for the examination. Candidates for examination are to attend on that day at half-past nine in the forenoon, at the hall of the Incorporated Law Society. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., must be left with the secretary on or before Thursday, the 6th instant; and, in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 6th instant.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 6th instant.

Final Examination.

The examiners appointed for the examination of persons applying to be admitted attorneys have appointed Tuesday, the 18th, and Wednesday, the 19th January, as the days for the examination. Candidates for examination are to attend on those days, at half-past nine in the forenoon of each day, at the hall of the Incorporated Law Society. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., must be left with the secretary on or before Monday, the 10th January. If the articles were executed after the 1st January, 1861, the certificate of having passed the Intermediate Examination should be left at the same time; and, in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 10th instant.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left, with the articles, &c., on or before the 10th instant.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 10th instant, and answers up to that time.

On the first day of examination papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Equity, and Practice of the Courts; 6. Bankruptcy, and Practice of the Courts; 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service are not required to leave replies to the further questions again.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, January 7, lecture, 6 to 7 p.m.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Dec. 31, 1869.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92⅛	Annuities, April, '85
Ditto for Account, Feb. 3, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 236
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, —	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 112 x d	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100⅜ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	76
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	109
Stock	Do., A Stock*	100	109½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	58
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	127⅝
Stock	London, Brighton, and South Coast	100	47⅞
Stock	London, Chatham, and Dover	100	15¼
Stock	London and North-Western	100	123½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	53¼
Stock	Metropolitan	100	82
Stock	Midland	100	123
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	35½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	44
Stock	South-Eastern	100	78½
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The demand for money, as is usual at the close of the year, has been fair throughout the week, somewhat greater than it was a short time back. But the supply is abundant; when the transactions incident to the close of the quarter are fully concluded, the demand is likely to slacken.

The prices of public securities have ruled steady throughout the week, and this firmness is fully maintained. In foreign stocks and in railway and other like investments there has been little to notice, last week's prices having been on the whole maintained.

Habitual Criminals Act.—In order to carry out the provisions of the Habitual Criminals Act of last session, a circular has, we believe, been sent to the chief constables and other

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chief police officers in England and Wales, directing them to send weekly to the registrar of habitual criminals a return of all criminals convicted during the previous week in their respective districts of any offence specified in the schedule of the Act. Prisoners under remand or committed for trial are not to be returned until their cases are finally disposed of by magistrates or judges. If any information is required respecting any suspicious person in custody, any particulars known at the Habitual Criminals Office will be immediately forwarded on application. In all cases of information or reference, the names and aliases and register number of the criminal are, if possible, to be stated. The following crimes, among others, are included in the list of those to which the Act is applicable:—Treason felony, shooting, stabbing, cutting and wounding with intent, manslaughter, child stealing, feloniously throwing over the person a corrosive fluid, burglary, breaking into dwelling-houses and stealing or intending to steal, breaking into shops, &c., highway robbery, assaults with intent to rob, church robbing, cattle stealing, horse stealing, sheep stealing, larceny, fraud, conspiracy, dog stealing, embezzlement, receiving stolen goods, arson, forging, coining, uttering counterfeit coin, Juvenile Offenders' Acts, being at large under sentence of penal servitude, threatening by letter to extort money, &c., &c. This is a pretty good bill of fare, and there can be little doubt that if a correct list of gentlemen who indulge in these evil practices is kept by the police it will not improve the position of the former, and will materially facilitate the operations of the latter.—*Pall Mall Gazette.*

HILARY TERM.—In the Queen's Bench there are 54 new trial rules, 11 enlarged rules, and 38 special cases and demurrers. In the Common Pleas, 25 rules for new trials, 5 enlarged rules, 1 case for judgment, 37 matters entered in the special paper, and 6 registration appeals. In the Exchequer there are 7 errors and appeals, 1 rule in the peremptory paper, and 20 in the special paper; whilst in the new trial list there are 4 for judgment, and 25 for arguments.

The Police Committee of the Oxford Town Council have recommended that the salary of the magistrates' clerk (which office has been rendered vacant by the demise of Mr. Henry Jacobs) should be £150 per annum, and that the judicial fees be paid over to the police fund. They have also proposed that the table of fees be revised, and submitted to the Secretary of State, and that the clerk be required to give his personal services, and not by deputy or clerk.

The Waterford election petition will be tried before Baron Hughes, at Waterford, on the 27th of January.

NEWSPAPERS.—The Italians led the way in the publication of newspapers, under the title of *Gazettas*; and the first English newspaper, of which there are many copies in the British Museum, was entitled "*The English Mercurie*," published in the reign of Queen Elizabeth, and "imprinted at London by her highnesses printer, 1588."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARRETT—On Dec. 24, at the Grove Lodge, Slough, Bucks, the wife of Mr. Richard Henry Barrett, Solicitor, of a daughter.

SMITH—On Dec. 23, at 2, Chester-square, the wife of A. L. Smith, Esq., Barrister-at-Law, of a daughter.

STRONG—On Dec. 24, at 17, Hanley-road, N., the wife of C. E. Strong, Esq., of a son.

MARRIAGES.

MARTEN—KENNETT—On Dec. 28, at St. Michael's, Chester-square, Alfred George Marten, Esq., Barrister-at-Law, of the Inner Temple, to Patricia Barrington, daughter of the late Captain Vincent Frederick Kennett, of the Manor House, Dorchester-on-Thame, Oxfordshire.

DEATHS.

CRIGHTON—On Dec. 24, at Tynemouth, Alexander Clifford Crighton, Esq., Solicitor.

ELDRIDGE—On Dec. 24, William Eldridge, Esq., Barrister-at-Law, Fern House, Heaton, Middlesex, aged 67.

PIGOT—On Dec. 16, at Dublin, Catherine, wife of the Lord Chief Baron Pigot.

WILLIAMS—On Dec. 16, Robert Williams, Esq., Solicitor, Wrexham, aged 38.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—[ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Dec. 24, 1869.

LIMITED IN CHANCERY.

Central American Association (Limited and Reduced).—Petition for reducing the capital from £150,000 to £30,000, presented Dec 14. Bischoff & Co, Gt Winchester-st-bldgs, solicitors to the company.

Hop Planters Joint Stock Company (Limited).—Vice-Chancellor James has, by an order dated Aug 4, appointed Robert Palmer Harding, 8, Old Jewry, to be official liquidator.

One Wine Company (Limited).—Vice-Chancellor James has, by an order dated Nov 29, appointed Henry Brown, 19, Craven-st, Strand, to be liquidator.

Ryde Quay Company (Limited).—All shareholders or representatives of shareholders are to send written particulars of their claims to Henry Threlkeld Edwards, the official liquidator, 1, Tokenhouse-yd, on or before Jan 17.

UNLIMITED IN CHANCERY.

Kent Mutual Assurance Society.—Vice-Chancellor James has, by an order dated Dec 20, ordered that the above society be wound up. Herbert, New-inn, Strand, solicitor for the petitioner.

Medical, Invalid, and General Life Assurance Society.—Vice-Chancellor James has, by an order dated Dec 18, ordered that the above society be wound up. Miller, Copthall-ct, solicitor for the petitioner.

TUESDAY, Dec. 28, 1869.

LIMITED IN CHANCERY.

Fenton Park Iron and Coal Company (Limited).—Vice-Chancellor James has, by an order dated Dec 23, ordered that the above company be wound up; and that Joseph Greenleaves, Manch, be appointed provisionally official liquidator. Sharp, Gresham-house, Old Broad-st, for Rowley & Co, Manch, solicitors for the petitioner.

Matlock Old Bath Hydropathic Company (Limited).—Vice-Chancellor James has, by an order dated Dec 3, appointed Alfred Augustus James, 1, Tokenhouse-yd, to be official liquidator. Creditors are required, on or before Jan 24, to send their full names and addresses, and the particulars of their debts or claims, to the above.

New Westminster Mining Company (Limited).—Vice Chancellor Stuart has, by an order dated Dec 17, appointed Frederick Bertram Smart, 86, Cheapside, to be official liquidator. Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Feb 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Sankey Brook Coal Company (Limited).—Vice-Chancellor James has, by an order dated Dec 18, ordered that the voluntary winding up of the above company be continued. Flux & Co, East India-avenue, for Bateson & Co, Lpool, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Dec. 24, 1869.

Faithful Sisters Friendly Society, Old Greyhound Inn, Carmarthen. Dec 16.

Good Samaritan Friendly Society, Sherwood Inn, Sherwood, Notts. Dec 16.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 28, 1869.

Bennet, Rev Jas Thos, Cheveley, Cambridgeshire. Jan 21. Bennet v Jackson, V.C. Malins. Pollock, Lincoln's-inn-fields.

Birch-Wolfe, Rev Wm, Woodhall, Essex. Jan 18. Birch v Birch-Wolfe, V.C. Malins. Wade, Furnival's-inn.

Brooks, Geo, Lawrence Pountney-lane, Drug Broker. Jan 10. Bowyer v West, V.C. Stuart. Van Sandau & Co, King-st, Cheapside.

Evans, John, Perthrees, Cardigan, Farmer. Jan 25. Evans v Evans, V.C. Stuart. Hughes, Aberystwith.

Fox, Robt, Falconhurst Cowden, Kent, Esq. Jan 19. Weller v Hatherly, V.C. James. Clayton & Sons, Lancaster-pl, Strand.

Hazell, Jas, Alfred-st, River-ter, Islington, Gent. Jan 24. Hazell v Watts, V.C. James. Massey, Gray's-inn-sq.

Lownds, John, Barrow-on-Humber, Lincolnshire, Gent. Jan 24. Lownds v Williams, V.C. James. Massey, Gray's-inn-sq.

Johncock, Jas, Paradise-pl, Hackney, Gent. Jan 21. Lovesay v Parker, V.C. Malins. Clark, Dean's-ct, St Paul's-churchyard.

Price, Jas, Lambeth-sq, Gent. Jan 14. Swan v Price, V.C. Malins. Mote, Walbrook.

Robinson, Edward Innes, Victoria-st, Pimlico, Esq. Jan 24. Robinson v Robinson, M. R. Oliverson & Co, Fredericks-pl, Old Jewry.

Robinson, Thos, Huddersfield, Yorkshire, Plasterer. Jan 15. Armitage v Robinson, V.C. James. Clough, Huddersfield.

Spencer, Henry, Underleigh Oakhill, Somerset, Brewer. Jan 20. Spencer v Spencer, V.C. James. Bower, Chancery-lane.

Thomas, Wm, Boltons, Brompton, Esq. Feb 1. Re Thomas, V.C. Stuart. Kennedy, Chancery-lane.

Warren, Ann Linzee, Newington-pl, Kennington, Widow. Jan 12. Knowles v Knowles, M. R. Chester, Newington Butts.

West, Robt, Warfield, Berks, Yeoman. Jan 23. West v Ranson, V.C. Malins. Cave, Bracknell.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 24, 1869.

Arrowsmith, Wm, New Bond-st, Tailor. Feb 1. Vallance & Vallance, Essex-st, Strand.

Barrowcliff, Chas, Gringsley-on-the-Hill, Nottingham, Farmer. March 1. Newton & Jones, East Retford.

Corbishley, Jas, Ashborne, Derby, Superintendent of Police. Feb 1. Coleman, Ashborne.

Cordery, John, Devonshire-pl, Hampstead. Jan 31. Woodrooffe & Plaskitt, New-sq, Lincoln's-inn.

Culshaw, Thos, Newcastle-under-Lyme, Stafford, Haberdasher. Feb 4 Slaney.

Fox, Geo, Fulwood, Sheffield, Farmer. Feb 1. Rodgers & Thomas.

Gascoyne, Thos, Copalder, Cambridge, Farmer. Jan 31. Wise & Dawbarn, March.

Grounds, Mary Ann, March, Cambridge, Widow. Jan 31. Wise & Dawbarn, March.

Hannah, Fras, Covenham St Bartholomew, Lincoln, Farmer. Feb 1. Bell, Louth.

Imrie, Jas, Troon Cottage, Isleworth, Gent. Feb 1. Vallance & Vallance, Essex-st, Strand.

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Jones, Richd, Victoria-st, St George's-in-the-East, Victualler. Jan 25. Haycock, College-hill.
Lazell, Madame Josephine Rose Louise, Blenheim-st, Bond-st. Feb 1. Vallance & Vallance, Essex st, Strand.
Lucas, Lucy, Louth, Lincoln, Widow. March 1. Allison, Louth.
Midgley, Wm, Stunstead, Lancashire, Gent. Feb 1. Hartley & Carr, Colne.
Orme, Jane, Macclesfield, Cheshire, Spinster. Feb 1. Brocklehurst & Wright, Macclesfield.
Parkyns, Caroline Mary, Matlock, Derby, Spinster. Feb 28. Simpson & Co, Derby.
Rivers, Sir Jas Fras, Bath, Baronet. Feb 10. Falkner & Inman, Bath.
Shipley, Hy Wm, Nottingham, Gent. Feb 4. Percy & Co, Nottingham.
Stericker, John, York, Land Agent. Feb 1. Gray, York.
Tyrrell, Timothy, Mile End-rd, Draper. Feb 1. Jones, Queen-st Cheapside.
Walsh, Jas, Bolton, Lancashire, Flag Merchant. Jan 17. Edge & Dawson, Bolton-le-Moors.
Wilson, Ann, Bridlington, York, Widow, March 20. Harland, Bridlington.
Wilson, Edward, Stonea, Cambridge, Farmer. Jan 31. Wise & Dawbarn, March.

TUESDAY, Dec. 28, 1869.

Bright, Hy, Paper-bldgs, Temple, Barrister-at-Law. Jan 31. Wansey, Bristol.
Dalton, Rev Hy, Hastings, Sussex. March 1. Paine & Layton, Gresham House.
Harris, Geo Crozier, Cainscross, Gent. Feb 12. Kearsey, Strond.
Hester, Jonah, Redcar, York, M. D. March 1. Thompson, jun, Middlesbrough.
Hunt, Wm, Bradford, Wilts, Innkeeper. Jan 31. Stone & Sparks, Bradford-on-Avon.
Hunt, Eliz, Bradford, Wilts, Widow. Jan 31. Stone & Sparks, Bradford-on-Avon.
Lumley, Leonard Raisbeck, Stockport, Durham. Feb 1. Dodds & Trotter, Stockton-on-Tees.
Mumford, Saml, jun, Chobham, Surrey, Gent. Feb 1. Lovett, Guildford.
Pettet, Edward, Lancaster-pl, Strand, Navy Agent. March 1. Uptons & Co, Austin-friars.
Robinson, Collings, Cheltenham, Gloucester. March 1. Chesshyre, Cheltenham.
Shorrock, Jas, Over Darwen, Lancashire, Cotton Spinner. Jan 31. Kendall, Darwen.
Smith, Maria, Cromer-st, Brunswick-sq, Widow. Jan 31. Myatt, Arthur-st East, King William-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 24, 1869.

Acock, Eliza, & Caroline Acock, New Cross-rd, Deptford, Haberdashers. Dec 18. Comp. Reg Dec 20.
Amsow, Robt, Bolton, Lancashire, Draper. Dec 4. Asst. Reg Dec 23.
Ayles, Geo, Addle-st, Wood-st, Grocer. Dec 16. Comp. Reg Dec 22.
Barcynisky, Herman, Newington-butts, Tailor. Dec 17. Comp. Reg Dec 22.
Bates, Hy, Leicester, Trimmer. Dec 18. Comp. Reg Dec 23.
Bennett, Wm, Chesterfield, Derby, Saddler. Nov 29. Asst Reg Dec 21.
Bissell, Wm, Perry Bar, Staffordshire. Dec 4. Comp. Reg Dec 22.
Bold, Hy, Longton, Staffordshire, Step Manufacturer. Nov 30. Comp. Reg Dec 23.
Bragg, Jas, Landport, Hants, Grocer. Nov 24. Asst. Reg Dec 22.
Brereton, Thos, jun, Shavington-cum-Gresty, Cheshire, Builder. Dec 18. Comp. Reg Dec 23.
Bridger, Hy, Wembdon, Somerset, Musical Instrument Dealer. Dec 4. Comp. Reg Dec 23.
Brown, Hy, Huddersfield, Yorks, Innkeeper. Nov 30. Comp. Reg Dec 22.
Bullock, Wm Edward, Arundel-st, Coventry-st, Leicester-sq, no occupation. Dec 20. Comp. Reg Dec 22.
Burgess, Thos, Lower Seymour-st, Portman-sq, Builder. Nov 26. Asst. Reg Dec 24.
Bushnell, Geo, Landport, Hants, Coachmaker. Dec 13. Comp. Reg Dec 20.
Carr, Hy, Lpool, out of business. Nov 25. Asst. Reg Dec 22.
Chapman, Edward Wm, Lime-st, Licensed Lighterman. Dec 8. Comp. Reg Dec 21.
Chapman, Wm Floyd, Llandudno, Carnarvon, Gent. Dec 10. Asst. Reg Dec 22.
Chapman, Wm Hy, Tottenham, Builder. Dec 14. Asst. Reg Dec 21.
Cherici, Mary, Stockton, Durham, Jeweller. Dec 6. Comp. Reg Dec 23.
Clark, Robt, Portsmouth, Grocer. Dec 21. Comp. Reg Dec 23.
Cossen, Wm, Walsall, Stafford, Boot Maker. Dec 3. Comp. Reg Dec 23.
Crossdale, Hy, Whalley, Lancashire, Innkeeper. Dec 2. Comp. Reg Dec 21.
Crosby, Richd Wright, Lpool, Painter. Dec 1. Asst. Reg Dec 23.
Danson, Richd Shepherd, & Robt Jackson, Lpool, Provision Dealers. Dec 21. Comp. Reg Dec 23.
Davies, Thos, Birkenhead, Cheshire, Grocer. Dec 18. Comp. Reg Dec 23.
Derrett, Geo, Newport, Monmouth, Grocer. Nov 26. Asst. Reg Dec 22.
Drane, John, Birkenhead, Cheshire, Draper. Dec 1. Asst. Reg Dec 24.
Dugan, Thos, Landport, Hants, Stationer. Nov 13. Asst. Reg Dec 22.
Durrans, Thos, Hightown-in-Liversedge, Yorks, Grocer. Nov 25. Comp. Reg Dec 22.
Dyer, Danl Jas, Bristol, Licensed Victualler. Dec 6. Comp. Reg Dec 23.
Edney, Chas Phillips, Lpool, Comm Agent. Dec 9. Comp. Reg Dec 23.
Ellis, Wm Tizard Flew, Southampton, Bookseller. Nov 17. Asst. Reg Dec 23.
Eyre, Geo, Codnor, Derby, Builder. Dec 14. Comp. Reg Dec 23.
Fearnside, Fredk, Ossett, York, Dealer in Rags. Dec 9. Asst. Reg Dec 21.
Fenwick, John Clervaux, Newcastle-upon-Tyne, Attorney-at-Law. July 31. Asst. Reg Dec 23.
Fisher, Wm Crow, Lpool, Provision Merchant. Dec 20. Comp. Reg Dec 23.
Foreman, Jas, Breadsall, Derby, Farmer. Nov 30. Asst. Reg Dec 22.
Frean, Thos Hender, & Thos Berridge Duke, Lpool, Corn Merchants. Dec 14 Comp. Reg Dec 23.
French, Thos, Southsea, Hants, Grocer. Dec 21. Comp. Reg Dec 23.
Giggle, Hy, Wm Brooke, & Geo Teale, Ossett, York, Flock Manufacturers. Nov 29. Asst. Reg Dec 23.
Goddard, Felix, Southgate-rd, Wood-green, Grocer. Dec 14. Comp. Reg Dec 21.
Goodwyn, Reason, Woodbridge, Suffolk, Attorney's Clerk. Dec 14. Asst. Reg Dec 23.
Gould, Hy Caddell, Brighton, Sussex, Brewer. Dec 8. Inspectorship. Reg Dec 23.
Grant, Geo, Wednesbury, Stafford, Grocer. Dec 21. Comp, Reg Dec 23.
Greaves, John Woolley, Linthwaite, York, Grocer. Dec 7. Asst. Reg Dec 21.
Greenhough, Wm, Manch, Grindery Ware Dealer. Dec 20. Comp. Reg Dec 24.
Hales, Thos, New Brompton, Kent, Grocer. Dec 1. Comp. Reg Dec 21.
Hargrove, Saml John, Handsworth, Stafford, Comm Agent. Dec 21. Comp. Reg Dec 23.
Hart, John, Bond-st House, Walbrook, Cigar Manufacturer. Nov 25. Comp. Reg Dec 22.
Hartill, John Hy, Great Bridge, Stafford, Miller. Dec 3. Comp. Reg Dec 22.
Harvey, Wm Bull, Queen's-rd, Battersea, Granite Merchant. Dec 1. Comp. Reg Dec 22.
Heal, John, Bristol, Builder. Nov 25. Comp. Reg Dec 21.
Henley, Thos, Chichester, Sussex, Fellmonger. Nov 22. Asst. Reg Dec 23.
Henry, Wm, Lpool, Merchant. Dec 23. Asst. Reg Dec 24.
Hilditch, John, Farnham, Surrey, Grocer. Nov 29. Asst. Reg Dec 22.
Holton, Geo, St Benet's-pl, Gracechurch-st, Wine Merchant. Dec 14. Asst. Reg Dec 23.
Hooper, Joseph, Bury-st, St Mary Axe, Leather Factor. Dec 7. Asst. Reg Dec 24.
Howard, Wm, Shaftesbury-st, Hoxton, Fancy Box Maker. Nov 27. Comp. Reg Dec 20.
Huck, John, & Martin Bownass, Blackburn, Lancashire, Cotton Manufacturers. Nov 12. Asst. Reg Dec 23.
Israel, David, Manch, Comm Merchant. Dec 21. Comp. Reg Dec 22.
Jones, Geo, Llanelly, Carmarthen, Draper. Dec 21. Comp. Reg Dec 23.
Jones, Myddleton, Pensax, Worcester, out of business. Dec 14. Comp. Reg Dec 21.
Larking, Geo, Dover, Kent, Fancy Dealer. Dec 10. Comp. Reg Dec 24.
Lewis, John Morgan, Grenada-ter, Commercial-rd East, Hosier. Dec 9. Comp. Reg Dec 24.
Lyon, Jas Simon, Southampton-row, Upholsterer. Dec 1. Comp. Reg Dec 23.
Mackerel, Philip Wilding, & Hy Brindle, Leyland, Lancashire, Cotton Manufacturers. Dec 1. Asst. Reg Dec 23.
Martins, John, Caledonian-rd, Islington, Butcher. Nov 25. Comp. Reg Dec 23.
Mason, Richd, Plymouth, Devon, Upholsterer. Nov 18. Comp. Reg Dec 21.
McCaffery, Bernard, Whitehaven, Cumberland, Boot Maker. Dec 14. Comp. Reg Dec 22.
McConnell, John, West Leigh, Lancashire, Calico Printer. Nov 25. Asst. Reg Dec 23.
Menetrey, Charles, Millwall, Chemist. Dec 13. Comp. Reg Dec 23.
Morley, Winham, Portsea, Grocer. Dec 13. Comp. Reg Dec 23.
Moy, Jonathan, Sharrington, Norfolk, Farmer. Dec 14. Asst. Reg Dec 22.
Muncey, Thos, Priory-park-rd, Kilburn, Surveyor. Nov 29. Comp. Reg Dec 23.
Muntzer, Robt, Orchard-pl, Ingrave-rd, Battersea, Provision Dealer. Dec 13. Comp. Reg Dec 20.
Neale, Thos Rhodes, Lpool, Commission Merchant. Nov 30. Asst. Reg Dec 22.
Newsome, Thos, Coventry, Watch Manufacturer. Dec 14. Comp. Reg Dec 22.
Pairpoint, Wm Hy, jun, Green-st, Leicester-sq, Water Gilder. Dec 2. Inspectorship. Reg Dec 22.
Palmer, Benj Arthy, Leicester, Hatter. Nov 30. Comp. Reg Dec 22.
Palmer, Wm Court, Hanover-ter, Lower Park-rd, Peckham, Licensed Victualler. Dec 7. Asst. Reg Dec 22.
Parks, Wm, Eastbourne, Sussex, Basket Maker. Nov 26. Comp. Reg Dec 21.
Pashby, Wm Joseph, Birm, Bedstead Manufacturer. Dec 1. Asst. Reg Dec 24.
Pearson, Henry, Carnarvon, Provision Dealer. Dec 21. Comp. Reg Dec 23.
Pim, Jas, Dublin, Jas Pim, jun, Dublin, Wm Harvey Pim, jun, Leadenhall-st, London, and Arthur Pim, Liverpool, Merchants. Dec 2. Inspectorship. Reg Dec 23.
Platt, John, Walsall, Staffordshire, Beerhouse Keeper. Nov 29. Comp. Reg Dec 21.
Platt, Joseph, Nether Knutsford, Cheshire, Boot Maker. Dec 4. Asst. Reg Dec 23.
Porter, John, Slaughterford, Wilts, Common Brewer. Dec 10. Asst. Reg Dec 22.
Powles, Frances Eliza, Fleet-st, Hosier. Dec 1. Comp. Reg Dec 22.
Railt, Chas Jas Abercrombie, Alverstoke, Southampton, Grocer. Dec 4. Asst. Reg Dec 22.
Ravenscroft, Stephen, Monks Coppenhall, Cheshire, Shopkeeper. Nov 27. Comp. Reg Dec 22.
Redfern, Edmund, Macclesfield, Cheshire, out of business. Dec 9. Comp. Reg Dec 22.

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Reeves, Benj, Liverpool-rd, Islington, Ironmonger. Dec 21. Comp. Reg Dec 21.
Relf, Saml Burlow, Eldon-ter, Maud-grove, Brompton, out of business. Dec 3. Comp. Reg Dec 22.
Restall, Robt Geo, Marylebone-rd, Builder. Nov 11. Comp. Reg Dec 21.
Ripley, Eliz, Wakefield, Yorkshire, Provision Dealer. Nov 27. Asst. Reg Dec 22.
Robertson, John, Manch, Furnishing Ironmonger. Nov 30. Comp. Reg Dec 22.
Robinson, John, New Brighton, Cheshire, Ship Builder. Nov 30. Asst. Reg Dec 24.
Rochat, Jules, Piccadilly, Watch Manufacturer. Nov 30. Comp. Reg Dec 23.
Rogers, Joseph, Millington, Cheshire, Baker. Dec 5. Comp. Reg Dec 22.
Rose, Hy, New-rd, Whitechapel, Grocer. Nov 25. Comp. Reg Dec 30.
Ruddle, Wm, Pentrefoelas, Denbigh, Hotel Keeper. Nov 15. Asst. Reg Dec 23.
Sanders, John Hutley, Brittania-pl, Wandsworth-rd, Cheesemonger. Dec 21. Comp. Reg Dec 22.
Scragg, Joseph, Ashton-under-Lyne, Lancashire, Doubler. Nov 30. Asst. Reg Dec 22.
Shaw, Jas, Knowl, Yorkshire, Woollen Manufacturer. Dec 17. Comp. Reg Dec 24.
Smith, Fredk, Bradford, Yorkshire, Boot Maker. Dec 7. Comp. Reg Dec 22.
Smith, Geo, Brick-lane, Spitalfields, Grocer. Nov 11. Asst. Reg Dec 22.
Smith, Job, Gt Yarmouth, Shoemaker. Nov 30. Comp. Reg Dec 23.
Smith, Thos, Poultry, Foreign Banker. Nov 9. Asst. Reg Dec 24.
Smith, Wm, Essex-rd, Islington, Potato Salesman. Nov 30. Comp. Reg Dec 20.
Sower, John, Holbrook, Suffolk, Farmer. Dec 14. Asst. Reg Dec 24.
Stockman, Hugh Edwd, Peel-pl, Church-st, Kensington, Smith. Nov 18. Comp. Reg Dec 11.
Taylor, Wm Cheetham, Birkenhead, Cheshire, Railway Waggon Manufacturer. Dec 16. Comp. Reg Dec 24.
Thomas, David, Merton, Surrey, Draper. Dec 9. Asst. Reg Dec 22.
Thomas, Robt, Lpool, Licensed Victualler. Nov 24. Asst. Reg Dec 21.
Todd, John, Newcastle-upon-Tyne, Licensed Victualler. Dec 6. Comp. Reg Dec 23.
Tucker, Geo, Louvaine-terrace, New Wandsworth, Draper. Nov 25. Asst. Reg Dec 21.
Waddington, Wm Albert, & Jas Waddington, Guiseley, Yorkshire, Cloth Manufacturers. Nov 30. Comp. Reg Dec 23.
Wearing, Wm, Joseph Wearing, & Geo Wearing, Wednesbury, Staffordshire, Iron Founders. Nov 19. Asst. Reg Dec 21.
Westall, Wm Bury, & Hy Howe, Manch, Yarn Dyers. Dec 3. Asst. Reg Dec 23.
White, Richd Cecil, High-st, St John's-wood, Hosier. Dec 21. Comp. Reg Dec 23.
Willford, John, Lavender-grove, Dalston, Commercial Traveller. Dec 17. Comp. Reg Dec 22.
Wilson, John, Stockton, Durham, Stationer. Nov 29. Comp, Reg Dec 23.
Winterborn, Hy Alfred, & Walter Winterborn, High-st, Camden-town, Pawnbrokers' Salesmen. Nov 23. Asst. Reg Dec 21.
Wright, John, Barnett-grove, Hackney-rd, Boot Manufacturer. Nov 30. Comp. Reg Dec. 23.
Youngman, Cornelius Tipple, Redbourne, Hertfordshire, Farmer. Nov 27. Asst. Reg Dec 21.

TUESDAY, Dec. 28, 1869.

Adamson, Wm Hodgson, Huddersfield, Grocer. Nov 26. Asst. Reg Dec 24.
Arnold, John Beale, Aberdare, Glamorganshire, Grocer. Nov 18. Asst. Reg Dec. 24.
Ashford, Chas Singleton, Ipswich, Suffolk, Grocer. Dec 23. Comp. Reg Dec 27.
Bartlett, Jas, Southsea, Hampshire, Grocer. Dec 21. Comp. Reg Dec 27.
Batham, Jas, Wribbenhall, Worcestershire, Farmer. Nov 27. Asst. Reg Dec 27.
Best, Jas Carruthers, Lpool, Medical Attendant. Dec 11. Comp. Reg Dec 24.
Bishop, Jas John, Chas Hy Paul Rawlings, & Uriah Green, Kingston, Hants, Timber Merchants. Oct 29. Asst. Reg Dec 24.
Blow, Geo Fordham, Shoe-lane, Fleet-st, Leather Dealer. Dec 7. Asst. Reg Dec 24.
Bollard, Chas, Weldon, Northamptonshire, Innkeeper. Nov 22. Asst. Reg Dec 27.
Bowling, Wm, Mortlake, Surrey, Builder. Nov 27. Comp. Reg Dec 24.
Bowthorpe, Wm, Norwich, Boot Manufacturer. Dec 22. Comp. Reg Dec 24.
Brain, Hy, Bristol, Ship Owner. Dec 14. Comp. Reg Dec 27.
Brocklehurst, Wm, Bulwell, Nottinghamshire, Licensed Victualler. Dec 8. Comp. Reg Dec 27.
Brook, Saml, Leeds, Grocer. Dec 8. Asst. Reg Dec 27.
Brookes, John Hy, Sheffield, Confectioner. Dec 10. Asst. Reg Dec 24.
Brown, Robt, Hartlepool, Durham, Grocer. Dec 17. Comp. Reg Dec 24.
Burns, Jas, Stockport, Cheshire, Smallware Dealer. Dec 8. Asst. Reg Dec 27.
Chadwell, Edwin, Woolwich-rd, Charlton, Kent, Grocer. Dec 21. Comp. Reg Dec 24.
Child, Septimus, Brighton, Sussex. Nov 30. Comp. Reg Dec 27.
Clifford, Saml, Bradford-moor, Yorkshire, Tailor. Dec 11. Comp. Reg Dec 27.
Cohen, Abraham, Ropers-bldgs, Cutler-st, Houndsditch, Dealer in Glass. Nov 23. Comp. Reg Dec 23.
Cole, Job, Perry Barr, Staffordshire, Nurseryman. Dec 21. Comp. Reg Dec 27.
Copeman, Wm, Norwich, Boot Manufacturer. Dec 23. Comp. Reg Dec 24.
Corbett, Thos, Carlisle, Whitesmith. Dec 9. Comp. Reg Dec 24.
Croydon, Fredk John, Ipswich, Suffolk, Hosier. Dec 3. Comp. Reg Dec 27.
Deakin, Wm, West Bromwich, Staffordshire, Patent Punched Steel Tube Manufacturer. Dec 16. Inspectorship. Reg Dec 28.
Dewing, Wm Edwd, jun, Banbury-terrace, South Hackney, Merchant's Clerk. Dec 22. Asst. Reg Dec 24.
Dickson, John Hammond, Hartlepool, Durham, Fruit Dealer. Dec 14. Comp. Reg Dec 24.
Eccles, Reuben, Stockport, Cheshire, Mason. Dec 14. Asst. Reg Dec 27.
Edwards, Chas Gideon, Plymouth, Devon, Gunsmith. Dec 18. Comp. Reg Dec 24.
Ellis, David, Sunderland, Durham, Draper. Dec 16. Comp. Reg Dec 27.
Fullwood, Edwd, Old Bilton, Warwick, Cement Merchant. Dec 18. Comp. Reg Dec 24.
Gibbs, Jas, Market-pl, Hallsville-rd, North Woolwich-rd, Grocer. Dec 6. Comp. Reg Dec 24.
Gregory, Saml, Tichborne-ct, High Holborn, Printer. Dec 14. Asst. Reg Dec 24.
Gutteridge, Wm Lodge, Holmfirth, Yorkshire, Confectioner. Dec 10. Asst. Reg Dec 27.
Hague, Chas, & Stephen Sheldon, Manch, Yarn Comm Agents. Dec 17. Comp. Reg Dec 24.
Hawkins, Thos, Newport, Monmouth, Blacksmith. Dec 22. Comp. Reg Dec 24.
Herbert, Robert, Chester-le-Street, Durham, Boot Maker. Dec 23. Comp. Reg Dec 24.
Holloway, Dorothy, Chichester-villas, Elgin-crescent, Notting-hill, out of business. Dec 23. Comp. Reg Dec 27.
Hope, Chas, Fordingbridge, Hants, Draper. Sept 8. Asst. Reg Dec 24.
Howarth, Chas, Downham-rd, Comm Agent. Dec 20. Comp. Reg Dec 22.
Ive, David, Bingley, Yorkshire, Draper. Nov 30. Comp. Reg Dec 24.
Jones, Joseph, Wigan, Lancashire, Bootmaker. Dec 14. Comp. Reg Dec 28.
Knight, Chas Hy, Worthing, Sussex, Bookseller. Dec 8. Comp. Reg Dec 24.
Knight, Wm, Chalk Farm-rd, Camden-town, Builder. Nov 29. Comp. Reg Dec 28.
Knights, Jas Watling, Woodbridge, Suffolk, Auctioneer. Dec 11. Comp. Reg Dec 22.
Langley, Fredk Wm, Northampton, Tailor. Dec 1. Asst. Reg Dec 24.
Leon, Maurice, Lpool, Ship Chandler. Nov 30. Asst. Reg Dec 24.
Mann, Joseph, Halifax, Yorkshire, Grocer. Dec 17. Comp. Reg Dec 24.
McKay, Duncan, Manch, Draper. Dec 17. Asst. Reg Dec 28.
Mellor, John, Manch, Timber Merchant. Dec 11. Comp. Reg Dec 24.
Messenger, Benj, Mold Green, Huddersfield, Grocer. Nov 26. Asst. Reg Dec 27.
Moses, Michael, North Shields, Northumberland, Travelling Jeweller. Dec 24. Comp. Reg Dec 27.
Oldham, Geo, Macclesfield, Cheshire, Innkeeper. Dec 24. Comp. Reg Dec 27.
Parely, Wm, Honey-lane-market, Cheapside, Baker. Dec 14. Comp. Reg Dec 24.
Parkins, Thos, Southwark bridge-rd, Stationer. Nov 27. Comp. Reg Dec 24.
Phillips, Hy, Chatham, Kent, Dealer in Toys. Dec 6. Asst. Reg Dec 24.
Phillips, Nathan, Merthyr Tydfil, Glamorganshire, Jeweller. Dec 23. Comp. Reg Dec 27.
Pink, Wm, & Wm Sabine Piuk, Fareham, Hants, Coach Builders. Dec 8. Comp. Reg Dec 24.
Porter, Geo, Chorlton-upon-Medlock, Manch, Warehouseman. Dec 15. Comp. Reg Dec 28.
Potter, Valentine David, Edward-sq, Caledonian-rd, Islington, Contractor. Dec 17. Comp. Reg 24.
Price, David, Dowlais, Glamorganshire, Publican. Dec 3. Comp. Reg Dec 28.
Pringle, Adam, jun, Manch, Merchant. Dec 15. Comp. Reg Dec 24.
Reynolds, Wm, Sheffield, Builder, Nov 9. Asst. Reg Dec 24.
Rice, Joseph, Oxford-st, Shoe Factor. Dec 8. Comp. Reg Dec 27.
Roberts, Jas, Northampton, Tailor. Dec 17. Asst. Reg Dec 24.
Robinson, Wm Lawson, Bishop Auckland, Durham, Grocer. Dec 20. Reg Dec 24.
Saunders, Thos, Canterbury, Draper. Dec 14. Asst. Reg Dec 27.
Schofield, Jas, Blue Pits, nr Middleton, Lancashire, Travelling Draper. Dec 1. Asst. Reg Dec 24.
Seville, Stephen, Mottram Moor, Cheshire, Innkeeper. Dec 15. Comp. Reg Dec 27.
Seymour, Thos Hearne, Thame, Oxford, out of business. Dec 22. Comp. Reg Dec 27.
Sharples, Hy, Manch, Jeweller. Dec 18. Comp. Reg Dec 27.
Siggins, Hy David, East-st, Goldsmith-row, Hackney-rd, Shoe Manufacturer. Dec 3. Comp. Reg Dec 24.
Smith, Edwd, Preston, Lancashire, Corn Merchant. Dec 2. Asst. Reg Dec 24.
Smith, Alfred, Tottenham, Baker. Dec 1. Comp. Reg Dec 23.
Spencer, Saml Woolley, King-st, Finsbury-sq, Milliner. Dec 9. Comp. Reg Dec 24.
Steel, Smith David, Keighley, Yorkshire, Worsted Spinner. Dec 14. Asst. Reg Dec 27.
Thomas, Thos, Finsbury-pk-villas, Green-lanes, Stoke Newington, Builder. Dec 23. Comp. Reg Dec 27.
Turner, Thos Sharp, St. Lawrence, Kent, Baker. Dec 23. Comp. Reg Dec 27.
Vaughan, Geo John, Central-st, St Lukes, Corn Chandler. Nov 21. Comp. Reg Dec 28.
Vesson, Ulysse, Hanover-st, Long Acre, Wine Merchant. Dec 17. Comp. Reg Dec 24.

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Wade, Geo, Penryn, Cornwall, Grocer. Dec 1. Comp. Reg Dec 27.
Ware, Geo, Cuthbert-st, Paddington, Oilman. Dec 7. Comp. Reg Dec 27.
Wastridge, John, Sheffield, Beerhouse Keeper. Dec 21. Comp. Reg Dec 27.
Webster, Wm Hy, Sheffield, Grocer. Dec 21. Comp. Reg Dec 27.
Wildy, Mary, Bridge-ter, Harrow-rd, Paddington. Dec 13. Comp. Reg Dec 24.
Williams, John, Lupus-st, Pimlico, Draper. Dec 2. Comp. Reg Dec 27.
Willis, Edwd, Penton-st, Stationer. Dec 18. Comp. Reg Dec 27.
Wilson, Joseph, Spennymoor, Durham, Grocer. Dec 16. Comp. Reg Dec 24.
Winchester, Wm, Hurstmonceaux, Sussex, Wheelwright. Nov 29. Asst. Reg Dec 27.
Wright, Saml Harry, East Greenwich, Master in the Merchant Service. Nov 29. Comp. Reg Dec 27.

Bankrupts.

FRIDAY, Dec. 24, 1869.

To Surrender in London.

Alderton, Horatio, & Potiphar Alderton, Crystal-ter, Lavender-hill, Wandsworth-rd, Clapham, Grocers. Pet Dec 21. Jan 5 at 2. Bickley, Bouverie-st, Fleet-st.
Baird, Chas Bradford, Prisoner for Debt, London. Pet Dec 21 (for pau). Jan 10 at 11. Rigby, Gresham-st.
Barber, Edwd Fredk, Clondesley-rd, Islington, Bicycle Rider. Pet Dec 17. Pepys. Jan 6 at 2. Washington, Trinity-sq.
Barclay, Wm, Princess-rd, West Croydon, out of business. Pet Dec 21. Jan 5 at 2. Froggatt, Argyle-st, Regent-st.
Batey, Geo Langridge, Crocken-hill, Journeyman Smith. Pet Dec 20. Jan 12 at 1. Nind, Basinghall-st.
Bellis, Edwd, Blomfield-mews, Harrow-rd, Carman. Pet Dec 20. Jan 5 at 12. Chalk, Moorgate-st.
Benton, Wm, Leytonstone, Essex out of business. Pet Dec 22. Jan 10 at 1. Woolf, King-st, Cheapside.
Bennett, John, Oriental-st, East India-rd, Poplar, Licensed Victualler. Pet Dec 22. Jan 5 at 2. Murray & Hutchins, Birchin-lane.
Berry, Hy, Kingston-on-Thames, Surrey, Slater. Pet Dec 22. Pepys. Jan 13 at 2. Dobson, Coleman-st.
Bickmore, Wm, Devonshire-ter, Notting-hill, Builder. Pet Dec 18. Jan 5 at 12. Lamb, Bedford-row.
Blackham, Robt, Mare-st, Hackney, Boot Manufacturer. Pet Dec 21. Jan 5 at 1. Heathfield, Lincoln's-inn-fields.
Brewster, Wm, Prisoner for Debt, London. Pet Dec 17 (for pau). Brougham. Jan 12 at 1. Harrison, Basinghall-st.
Briggs, Ferdinando Martin, Cranfield-rd, New Cross, out of business. Pet Dec 20. Jan 17 at 12, Piesse, Old Jewry-chambers.
Brooks, Edwd, Princes-rd, Notting-hill, Cattle Dealer. Pet Dec 22. Jan 10 at 12. Cox, St Swithin's-lane.
Bouchette, Hy Joseph Kirby, Horseferry-rd, Westminster, Jeweller. Pet Dec 22. Jan 10 at 12. Wade, Clifford's-inn.
Broquet, Adrian, Torrington-sq, Bloomsbury, Watch Manufacturer. Pet Dec 22. Pepys. Jan 10 at 12. Bushby & Co., Oxford-st, Regent's-circus.
Burton, Geo Richd, Willis-st South, Bromley, Chandler's-shop Keeper. Pet Dec 22. Jan 10 at 12. Marshall, Lincoln's-inn-fields.
Bushell, Joseph, Liverpool-rd, Islington, out of business. Pet Dec 22. Jan 10 at 11. Pittman, Guildhall-chambers, Basinghall-st.
Carly, Edmund, New Church-rd, Camberwell, out of business. Pet Dec 22. Jan 17 at 1. Piesse, Old Jewry-chambers
Carpendale, Wilhelmina Fredericka, Gt Castle-st, Cavendish-sq Governess. Pet Dec 20. Pepys. Jan 13 at 11. Singleton & Co Gt James-st.
Cawdery, Joseph, jun, Porten-rd, Hammersmith, Builder. Pet Dec 21. Jan 5 at 2. Butterfield, Carey-lane, City.
Chapman, Jas, Prisoner for Debt, London. Pet Dec 22 (for pau). Pepys. Jan 10 at 1. Lawrence, Lincoln's-inn-fields.
Chapple, Jas Painter, Lockington-rd, Battersea, Pawnbroker's Assistant. Pet Dec 22. Jan 10 at 12. Morris, Grocer's Hall-ct, Poultry.
Cheshire, Joseph, Holloway-rd, out of business. Pet Dec 22. Jan 10 at 12. Cooke, Gresham-bldgs, Guildhall.
Clarke, Chas Hy, Paternoster-row, Publisher. Pet Dec 20. Pepys. Jan 13 at 12. Warrand, Bath-st, Newgate-st.
Cole, Jas, jun, Aldeburgh, Suffolk, out of business. Pet Dec 21. Jan 12 at 2. Badham, Queen-st, Cheapside.
Corker, Julius, Prisoner for Debt, London. Pet Dec 18 (for pau). Pepys. Jan 13 at 11. Watson, Basinghall-st.
Defries, Jonas, Pierpont-row, Islington, Assistant to a Clothier. Pet Dec 21. Jan 17 at 11. Cooke, Gresham-bldgs, Guildhall.
Digby, Danl, Thistle-grove, Brompton, Comm Agent. Pet Dec 20. Jan 10 at 2, Gray, Arundel-st, Strand.
Doran, Geo, sen, St John's-wood-ter, out of business. Pet Dec 22. Jan 17 at 1. Elliott, Vincent-sq, Westminster.
Eddy, Robt Pollington, Dalby-st, Kentish-town, Builder. Pet Dec 15. Pepys. Jan 7 at 12. Collett, Bloomsbury-sq.
Emery, Edwd Thos, Waltham Cross, Herts, Wood Dealer. Pet Dec 18. Jan 10 at 2. Eley, New Broad st.
Evans, Griffith Edmund, Carlton-rd, Tavistock-crescent, Westbourne-pk, Builder. Pet Dec 22. Pepys. Jan 10 at 11. Cooper, Portman-st, Portman-sq.
Farrin, John, West Walton, Norfolk, Farmer. Pet Dec 20. Pepys. Jan 13 at 12. Hensman & Co, College-hill.
Fergusson, John, Walnut-tree-Walk, out of business. Pet Dec 20. Jan 12 at 1. Eagleton & Co, Newgate-st.
Ferriman, Geo. Abingdon, Berks, Grocer. Pet Dec 22. Jan 10 at 12. Cooke, Gresham-bldgs, Guildhall.
Field, Geo, Prisoner for Debt, London. Pet Dec 15. Jan 5 at 1. Johnson, High-st, Marylebone.
Gallelly, Richd, & Robt Wm Wright, Charles-st, Goodge-st, Tottenham-ct-rd, Jewellers. Pet Dec 20. Jan 12 at 1. Parkes, Beaufort-bldgs, Strand.
Garner, Hy, Prisoner for Debt, Reading. Adj Dec 18. Pepys. Jan 13 at 1.
Gullett, Jas, Ridgway-ter, Chetwynd-rd, Kentish-town, Builder. Pet Dec 21. Jan 5 at 1. Watson, Basinghall-st.
Hackworth, Edwd Gilbert, Norwich, Commercial Traveller. Pet Dec 20. Jan 5 at 1. Doyle & Edwards, Verulam-bldgs, Gray's-inn, for Chittock, Norwich.
Hardcastle, Edmund, & Thos Hardcastle, College-lane, Homerton, Dyers. Pet Dec 22. Jan 17 at 11. Watson, Basinghall-st.
Harris, Joel, Kingsland-rd, Kingsland, Dealer in Tools. Pet Dec 22. Pepys. Jan 11 at 11. Roberts, Clement's-inn, Strand.
Harris, Wm Saml, Bramley-rd, Latimer-rd, Notting-hill, Baker. Pet Dec 21. Jan 12 at 2. Turner, Wynford-rd, Islington.
Holmes, Jas Bottomley, Raven-ter, Bridge-rd West, Battersea, Builder Pet Dec 21. Jan 5 at 1. Badham, Queen-st, Cheapside.
Hubbard, Robt Todd, Prisoner for Debt, London. Pet Dec 15. Pepys Jan 10 at 1. Loxley & Morley, Cheapside.
Hudson, Hy, New-rd, Woolwich, out of business. Pet Dec 18. Pepys Jan 7 at 1. Norton, Gresham-bldgs.
Kemp, Danl, Askew Arms, Shepherd's-bush, out of business. Pet Dec 22. Pepys. Jan 10 at 12. Tippetts & Son, Gt St Thomas Apostle.
Killwick, Wm, Clerkenwell-close, Mattrass Manufacturer. Pet Dec 21. Pepys. Jan 13 at 11. Jones, East Temple-chambers, Whitefriars.
King, Caroline, William-st, Woolwich, Pastry Cook. Pet Dec 22. Jan 17 at 1. Buchanan, Basinghall-st.
King, John, Alma-st, New North-rd, Hoxton, Baker. Pet Dec 22. Jan 17 at 2. Hicks, Francis-ter, Hackney-wick.
Lamb, Nathaniel, Prisoner for Debt, London. Pet Dec 20 (for pau). Jan 5 at 12. Laurence, Lincoln's-inn-fields.
Lamb, Wm, Stratford, Essex, Woollen Agent. Pet Dec 20. Jan 12 at 12. Rooks & Co, King-st, Cheapside.
Leach, John, Benjamin-st, Clerkenwell. Pet Dec 21. Jan 12 at 2. Buchanan, Basinghall-st.
Lockyer, Thos Wm, Monkwell-st, Wholesale Manufacturer. Pet Dec 22. Jan 17 at 12, Reed & Co, Gresham-st.
Lyons, Abraham Joseph, New Kent-rd, out of business. Pet Dec 20. Jan 12 at 12. Sydney, America-sq.
Manwaring, Thos Strange, Courthill-ter, Heather-green, Lewisham, Carpenter. Pet Dec 21. Pepys. Jan 10 at 12. May & Sykes, Adelaide-pl, London-bridge.
Mason, Alfred, New Compton-st, Belt Maker. Pet Dec 20. Pepys. Jan 18 at 12. New, Basinghall-st.
Milton, Wm Harman Driver, North-ter, South-st, Park-lane, Piccadilly, Livery Stable Keeper. Pet Dec 22. Jan 10 at 11. Goatley, Bow-st, Covent-garden.
Mitton, Geo Joseph, Prisoner for Debt, London. Pet Dec 17 (for pau). Pepys. Jan 7 at 2. Watson, Basinghall-st.
Morgan, Morgan Wm, Spring-pl, Wandsworth-rd, out of business. Pet Dec 20. Jan 5 at 12. Hicks, Francis-ter, Hackney-wick.
Morgan, Wm, Lettern-rd, New-rd, Hammersmith, Bricklayer. Pet Dec 21. Jan 5 at 2. Grayson, Newcastle-st, Strand.
Owen, Hy Moore, Norfolk-st, Strand, out of business. Pet Dec 21. Pepys. Jan 13 at 2. Herbert, New-inn, Strand.
Payne, Wm, New-rd, Woolwich, Hair Dresser. Pet Dec 21. Jan 5 at 1. Watson, Basinghall-st.
Pedder, Geo Thos, Putney, Builder. Pet Dec 20. Jan 5 at 12. Hare, Mitre-ct, Temple.
Pegden, Geo, St Catherine's-rd, Notting-hill, Grocer. Pet Dec 20. Jan 12 at 1. Marshall, Lincoln's-inn-fields.
Phillips, Wm, Green's-end, Woolwich, Baker. Pet Dec 22. Jan 17 at 1. Barton & Drew, Fore-st.
Pontecorboli, Fras, Swallow-st, Piccadilly, out of business. Pet Dec 20. Jan 5 at 12. Dobie, Basinghall-st.
Portch, Wm Danl, Prisoner for Debt, London. Pet Dec 20 (for pau). Jan 5 at 1. Lawrence, Lincoln's-inn-fields.
Reeve, Geo Wm, High-st, Shoreditch, Hosier. Pet Dec 23. Jan 5 at 11. Brighten, Bishopsgate-st Without.
Richardson, John Alex, Regent's-sq, Gray's-inn-rd, Clerk. Pet Dec 18. Jan 10 at 1. Drake, Basinghall-st.
Rossiter, Fredk Villiers, Beresford-sq, Woolwich, out of business. Pet Dec 21. Jan 19 at 11. Steadman, London-wall.
Rudd, Saml, Lambeth-walk, Printer. Pet Dec 21. Pepys. Jan 7 at 12. Hicks, Francis-ter, Hackney-wick.
Rudkin, Thos, St Thomas-st, Southwark, out of business. Pet Dec 18. Pepys. Jan 13 at 11. Morley & Co, Mark-lane.
Sanders, Eliza, Prisoner for Debt, London. Pet Dec 22 (for pau). Pepys. Jan 10 at 1. Watson, Basinghall-st.
Sarrington, Jeffery, Brigstock, Northampton, Innkeeper. Pet Dec 22. Jan 10 at 11. Wright & Co, London-st, City, for Law, Stamford.
Scarll, John Hy, Barking, Essex, Carpenter. Pet Dec 21. Pepys. Jan 13 at 1. Warrand, Bath-st, Newgate-st.
Scott, David, West Drayton, Middlesex, Coal Merchant. Pet Dec 16. Jan 10 at 11. Lewis, Wellington-st, Strand.
Sendall, Hy, Nutfield, Surrey, Butcher. Pet Dec 10. Jan 4 at 11. Duncan & Marton, Southampton-st, Bloomsbury; Hart & Head, Reigate.
Skelton, Fredk Geo, Walton-on-the-Hill, Surrey, Builder. Pet Dec 17. Pepys. Jan 6 at 2. Kynaston & Co, King's Arms-yard, Moorgate-st.
Sopp, Chas, Chieveley, Berks, Baker. Pet Dec 21. Pepys. Jan 13 at 1. Durrant, Guildhall-chambers.
Standley, Hy, Upton, Bucks, Banker's Clerk. Pet Dec 18. Jan 10 at 2. Vizard & Co, Lincoln's-inn-fields; Charsley, Slough.
Stanley, Jas Talbot, Brooke-st, Grosvenor-sq, Comm Agent. Pet Dec 22. Jan 17 at 1. Pittman, Guildhall-chambers, Basinghall-st.
Steggall, Leopold, Stratford, Essex, Merchant's Clerk. Pet Dec 20. Jan 5 at 1. Lawrance & Co, Old Jewry-chambers.
Strevens, Edmund, Prisoner for Debt, London. Pet Dec 16. Pepys. Jan 13 at 11. Kent & Co, Cannon-st.
Surridge, Wm Hy, Gibson's-sq, Islington, Provision Merchant. Pet Dec 20. Pepys. Jan 13 at 2. Channtler & Co, Gray's-inn-sq.
Sutton, Wm Geo, Clarke's-pl, Bishopsgate-st, Builder. Pet Dec 20, Jan 12 at 12. Blake & Snow, College-hill, Cannon-st.
Taylor, Randall John, New Church-st, Marylebone, Watchmaker. Pet Dec 17. Pepys. Jan 6 at 2. Brown, Basinghall-st.
Thorpe, Thos, Prisoner for Debt, Reading. Adj Dec 18. Jan 12 at 2.
Todd, Wm, Upper Thames-st, out of business. Pet Dec 20. Pepys. Jan 13 at 1. Dunn, Southwark-bridge-rd.
Turner, Chas, Prisoner for Debt, London. Pet Dec 20 (for pau). Pepys. Jan 13 at 1. Watson, Basinghall-st.
Vallance, Hy Fletcher, Craig's-ct, Charing-cross, Solicitor. Pet Dec 22. Jan 10 at 12. Ball, Tokenhouse-yard.

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Waghorn, Thos, Tunbridge Wells, Kent, Job Master. Pet Dec 6. Jan 5 at 12. Sole & Co, Aldermanbury, for Cripps, Tunbridge Wells.
Wainford, Geo, Epsom, Surrey, Pork Butcher. Pet Dec 20. Jan 5 at 11. Haynes, Serle-st, Lincoln's-inn-fields.
Ware, Benj John, Copenhagen-st, Islington, Boot Salesman. Pet Dec 21. Jan 10 at 11. Collett, Bloomsbury-sq.
Whatley, Isaac, Prisoner for Debt, London. Pet Dec 18 (for pau) Murray. Jan 5 at 12. Morris, Jermyn-st, St James.
White, Wm, Charles-pl, Hertford-rd, Kingsland, Licensed Victualler. Pet Dec 21, Jan 10 at 1. Murray, Gt St Helens.
Whitehead, Fras, New Cross-rd, Deptford, Cheesemonger. Pet Dec 20. Pepys. Jan 13 at 12. Hicks, Francis-ter, Hackney Wick.
Whiteway, Robt, Appleford-rd, Westbourne-pk, House Decorator. Pet Dec 22. Jan 17 at 12. Cooke, Basinghall-st.
Whomes, Hy, St Mary Cray, Kent, Publican. Pet Dec 22. Pepys. Jan 10 at 11. Alsop, Gt Marlborough-st.

To Surrender in the Country.

Abbey, Wm Long, Hockering, Norfolk, Publican. Pet Dec 18. Cooper. East Dereham, Jan 5 at 11. Saunders, East Dereham.
Adams, Richd Saml, Devonport, Professor of Music. Pet Dec 20. Pearce. East Stonehouse, Jan 5 at 11. Edmonds & Son, Plymouth.
Aird, Hy Ralph, Heaton Norris, Lancashire, Comm Agent. Pet Dec 17. Coppock. Stockport, Jan 14 at 12. Law, Manch.
Baggs, Hy, Prisoner for Debt, Manch. Adj Dec 13. Hulton. Salford, Jan 8 at 9.30.
Bailey, Hy, East Orchard, Dorset, Shoemaker. Pet Dec 21. Burridge. Shaftesbury, Jan 13 at 11. Atkinson, Blandford.
Ball, Eliz, Eccleston, Lancashire, Shopkeeper. Pet Dec 21. Ansdell. St Helen's, Jan 6 at 1. Tyrer, Prescot.
Bentley, Hy, Halifax, Yorkshire, out of business. Pet Dec 21. Rankin. Halifax, Jan 14 at 10. Storey, Halifax.
Beaman, Thos, Sheffield, Paper Hanger. Pet Dec 20. Wake. Sheffield, Jan 14 at 1. Binney & Son, Sheffield.
Beanland, Robt, Prisoner for Debt, Lancashire. Adj Dec 16. Jackson. Rochdale, Jan 6 at 11. Law, Manch.
Bennett, John, Lower Broughton, Lancashire, out of business. Pet Dec 22. Hulton. Salford, Jan 8 at 9.30. Hankinson, Manch.
Blakeman, John, Northampton, Hatter Pet Dec 21. Dennis. Northampton, Jan 15 at 10. White, Northampton.
Bloomfield, Jas, Lowestoft, Suffolk, out of business. Pet Dec 18, Chater. Lowestoft, Jan 5 at 12. Archer, Lowestoft.
Browning, Geo, Blaenavon, Monmouthshire, Grocer. Pet Dec 21. Batt. Abergavenny, Jan 4 at 11. Lloyd, Pontypool.
Burt, Fredk Geo, Stoke Damerell, Devonshire, Comm Agent. Pet Dec 21. Pearce. East Stonehouse, Jan 5 at 11. Edmonds & Son, Plymouth.
Calvert, Geo, Knaresborough, Yorkshire, Innkeeper. Pet Dec 20. Gill. Knaresborough, Jan 12 at 10. Capes, Knaresborough.
Casswell, Thos, Peterborough, Northamptonshire, Farm Labourer. Pet Dec 18. Gaches. Peterborough, Jan 8 at 1. Deacon, Peterborough.
Clayton, Thos, Sturton-le-Steeple, Nottinghamshire, Cottager. Pet Dec 21. Newton. East Retford, Jan 8 at 10. Marshall, East Retford.
Crompton, Ellis, Kersley, Lancashire, Shopkeeper. Pet Dec 20. Holden. Bolton, Jan 5 at 11. Hall & Rutter, Bolton.
Deakin, Wm, Prisoner for Debt, Manch. Adj Dec 13. Hulton. Salford, Jan 8 at 9.30.
Dillon, Wm, Prisoner for Debt, Manch. Adj Dec 13. Hulton. Salford, Jan 8 at 9.30.
Dowse, Wm, Cumberworth, Lincolnshire, out of business. Pet Dec 21. Walker. Spilsby, Jan 6 at 11. Walker, Alford.
Dukes, Thos, Middlesbrough, Yorkshire, Labourer. Pet Dec 22. Crosby. Stockton-on-Tees, Jan 5 at 11. Clemmet, jun., Stockton.
Eardley, Thos, Newport, Salop, Saddler. Pet Dec 20. Liddle. Newport, Jan 8 at 10. Walker, Wellington.
Eaton, Robt, Birm, Tobacconist. Pet Dec 20. Guest. Birm, Jan 7 at 10. Rowlands, Birm.
Evans, Meredith, Cwmbach, Glamorganshire, Labourer. Pet Dec 21. Rees. Aberdare, Jan 5 at 11. Rosser, Aberdare.
Firth, Jas Hy, Prisoner for Debt, Manch. Adj Dec 13. Hulton. Salford, Jan 9 at 9.30.
Gibbons, Margaret, Lpool, Butcher. Pet Dec 20. Hime. Lpool, Jan 3 at 11.30. Blackhurst, Lpool.
Greenbaum, Marks, Kingston-upon-Hull, Watch Dealer. Pet Dec 22. Phillips. Kingston-upon-Hull, Jan 4 at 11. Spurr, Hull.
Greenwood, Jas, Halifax, York, Baker. Pet Dec 22. Rankin. Halifax, Jan 14 at 10. Sutcliffe, Halifax.
Grimbley, Geo, Loughborough, Leicestershire, Butcher. Pet Dec 22. Brock. Loughborough, Jan 14 at 11. Deane, Loughborough.
Haley, John, Prisoner for Debt, Manch. Adj Dec 13. Hulton. Salford, Jan 8 at 9.30.
Halsall, Hy, St Helen's, Lancashire, Grocer's Assistant. Pet Dec 22. Ansdell. St Helen's, Jan 7 at 11. Swift, St Helen's.
Hammond, Alfred, Kirton Fen, Lincolnshire, Farmer. Pet Dec 21. Staniland. Boston, Jan 5 at 10. York, Boston.
Harding, Chas, Southtown, Suffolk, Cowkeeper. Pet Dec 18. Chamberlin. Gt Yarmouth, Jan 6 at 12. Preston, jun, Gt Yarmouth.
Harrison, Robt, Darlington, Durham, Bricklayer. Pet Dec 20. Bowes. Darlington, Jan 6 at 10. Steavenson, Darlington.
Haworth, Geo, Lpool, Manager to a Licensed Victualler. Pet Dec 21. Hime. Lpool, Jan 3 at 12. Nordon, Lpool.
Heyden, Hy, Cheltenham, Gloucestershire, Tobacconist. Pet Dec 15. Gale. Cheltenham, Jan 4 at 11. Marshall, Cheltenham.
Hobbs, Amos, Mayfield, Sussex, Baker. Pet Dec 20. Alleyne. Tonbridge Wells, Jan 10 at 3. Stone, Tonbridge Wells.
Hobbs, Chas, Churchhills, Isle of Wight, Carpenter. Pet Dec 20. Blake. Newport, Jan 4 at 11. Beckingsale, Newport.
Holden, Mary Sophia, Prisoner for Debt, Manch. Adj Dec 13. Kay. Manch, Jan 14 at 9.30. Ellithorne, Manch.
Holden, Richd, Blackburn, Lancashire, out of business. Pet Dec 18. Bolton. Blackburn, Jan 10 at 1. Saward, Blackburn.
Horsley, John, Nottingham, Coal Dealer. Pet Dec 21. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.
Jordan, Wm, Rusholme, Manch, out of business. Adj Dec 21. Kay. Manch, Jan 15 at 9.30. Elliott & Hampson, Manch.
Ide, Geo, Worthing, Sussex, Bricklayer. Pet Dec 20. Dennett. Worthing, Jan 4 at 11. Brandreth, Brighton.
Jenkins, Lewis, Mynyddysllwyn, Monmouth, Tailor. Pet Dec 20. Edwards. Pontypool, Jan 13 at 11. Simons & Plews, Merthyr Tydfil.
Jervis, John, Manch, Journeyman Baker. Pet Dec 20. Hulton. Salford, Jan 8 at 9.30. Thompson, Manch.
Johnson, Geo, Worksop, Nottinghamshire, Saddler. Pet Dec 20. Newton. Worksop, Jan 15 at 12. Binney, Sheffield.
Jones, John Hy, Bath, out of business. Pet Dec 18. Bath, Jan 11 at 12. McCarthy, Bath.
Kelly, Thos, Northampton, Chemist. Pet Dec 21. Dennis. Northampton, Jan 15 at 10. White, Northampton.
Kember, Chas, Ashcott, Somersetshire, out of business. Pet Dec 17. Lovibond. Bridgwater, Jan 5 at 10. Reed & Cook, Bridgwater
Le Grice, Robt, Gt Ellingham, Norfolk, Baker. Pet Dec 22. Franklin. Attleborough, Jan 6 at 11. Brooke, Attleborough.
Little, Jas, Exeter. Boarding-house Keeper. Pet Dec 21. Daw. Exeter, Jan 6 at 11. Floud, Exeter.
Lloyd, Wm, Harts-hill, Worcestershire, Iron-turner. Pet Dec 20. Harward. Stourbridge, Jan 10 at 10. Wall, Stourbridge.
Marsh, Wm, Prisoner for Debt, Manch. Adj Dec 13. Kay. Manch, Jan 14 at 9.30. Ellithorne, Manch.
Milligan, Wm, Gt Yarmouth, Norfolk, Fish Curer. Pet Dec 21. Chamberlin. Gt Yarmouth, Jan 6 at 12. Preston, jun, Gt Yarmouth.
Mincher, Wm, Aston, nr Birm, out of business. Pet Dec 21. Guest. Birm, Jan 7 at 10. James & Griffin, Birm.
Osborne, Thos Joseph, Derby, Dealer in Elastic Webs. Pet Dec 17. Weller. Derby, Jan 12 at 12. Leech, Derby.
Paull, Chas Anthony, Redruth, Cornwall, Saddler. Pet Dec 20. Peter. Redruth, Jan 8 at 11. Trevenal, Redruth.
Payne, John, Birm, Labourer. Pet Dec 11. Weller. Derby, Jan 12 at 12. Heath, Derby.
Pearson, Geo, Prisoner for Debt, Manch. Adj Dec 13 (for pau). Coppick. Stockport, Jan 14 at 12.
Pike, Richd Joseph, Nottingham, Bookseller. Pet Dec 21. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.
Pinhorn, Wm, West Cowes, Isle of Wight, Stationer. Pet Dec 20. Blake. Newport. Jan 4 at 11. Hooper, Newport.
Pollock, Thos, Leeds, Comm Agent. Adj Dec 17. Marshall. Leeds, Jan 13 at 12. Yewdall, Leeds.
Raffell, Anthony, Newhall, Derbyshire, Engine Driver. Pet Dec 22. Hubbersty. Burton-on-Trent, Jan 12 at 10. Drewry, Burton-upon-Trent.
Raw, Joseph, Whitby, York, Master Mariner. Pet Dec 21. Greenwell. Durham, Jan 4 at 11. Brignall, Durham.
Reed, John Wm, Seaham Harbour, Durham, Butcher. Pet Dec 22. Wright. Seaham Harbour, Jan 7 at 4. Barker, Sunderland.
Rhodes, John, Tathwell, Lincolnshire, Butcher. Pet Dec 18. Waite. Louth, Jan 4 at 11. Hyde, jun, Louth.
Roe, Alfred, Lpool, Music Hall Proprietor. Pet Dec 22. Hime. Lpool, Jan 5 at 3. Gray, Lpool.
Rooks, Marshall, Manch, Farmer. Pet Dec 21. Kay. Manch, Jan 15 at 9.30. Brandwood, Manch.
Rose, Isaac, Prisoner for Debt, Derby. Pet Dec 13. Weller. Derby, Jan 12 at 12. Briggs, Derby.
Rosier, Geo, Lambourne, Berks, out of business. Pet Dec 21. Astley. Hungerford, Jan 8 at 11. Cave, Newbury.
Rowe, Benj. Bursiem, Staffordshire, Plumber. Pet Dec 22. Challinor. Hanley, Jan 8 at 11. Tomkinson, Bursiem.
Ryall, Albert, Smaliridge, Devon, Baker. Pet Dec 20. Bond. Axminster, Jan 5 at 11. Hillman, Lyme Regis.
Shaw, Alfred, Halifax, Wheelwright. Pet Dec 22. Rankin. Halifax, Jan 14 at 10. Storey, Halifax.
Shaw, Hy, Halifax, Yorks, Coal Dealer. Pet Dec 21. Rankin. Halifax, Jan 14 at 10. Storey, Halifax.
Shaw, Wm, Oldham, Lancashire, Cotton Waste Dealer. Pet Dec 17. Tweedale. Oldham, Jan 7 at 12. Ellithorne, Manch.
Simcocks, Wm Jonathan, Southampton, Clerk. Pet Dec 22. Thorndike. Southampton, Jan 6 at 12. Deacon & Pearce, Southampton.
Simmons, John, Newark-upon-Trent, Nottinghamshire, Bootmaker. Pet Dec 21. Newton. Newark, Jan 5 at 12. Ashley, Newark.
Smith, Job, Conderton, Worcestershire, Blacksmith. Pet Dec 20. Brown. Tewkesbury, Jan 5 at 11. Martin, Pershore.
Smith, Job, jun, Overbury, Worcestershire, Licensed Victualler. Pet Dec 20. Brown. Tewkesbury, Jan 5 at 11. Martin, Pershore.
Smith, Sarah, Morley, York, Confectioner. Pet Dec 21. Nelson. Dewsbury, Jan 6 at 12. Pullan, Leeds.
Sondes, David Hy, Ramsgate, Kent, Fish Dealer. Pet Dec 21. Snowden. Ramsgate, Jan 10 at 11. Bowling, Ramsgate.
Sparrow, David, Hoxne, Suffolk, Farmer. Pet Dec 18. Chenery. Eye, Jan 4 at 12. Moseley, Framlingham.
Thompson, Wm, Winterton, Lincolnshire, Machine Maker. Pet Dec 20. Brown. Barton-upon-Humber, Jan 7 at 11. Hett & Co, Glamford Briggs.
Toole, John, Halifax, Yorks, Fishmonger. Pet Dec 20. Rankin. Halifax, Jan 14 at 10. Leeming, Halifax.
Vernon, Jas, Wortley, Leeds, Excavator. Pet Dec 21. Marshall, Leeds, Jan 13 at 12. Billington, Leeds.
Vosper, Geo, Prisoner for Debt, Exeter. Adj Dec 14. Pearce. East Stonehouse, Jan 5 at 11. Sole & Gill, Devonport.
Wilson, Joseph, Prisoner for Debt, Manch. Adj Dec 13. Kay. Manch, Jan 14 at 9.30, Gardner, Manch.
Wilson, Joseph, Carlisle, Grocer. Pet Dec 20. Halton. Carlisle, Jan 10 at 11. Wannop, Carlisle.
Ward, Wm Moss, Sunderland, out of business. Pet Dec 22. Ellis. Sunderland, Jan 10 at 11. Lawson, Sunderland.
Wood, Thos, Middridge-grange Mill, Durham, Miller. Pet Dec 20. Trotter. Bishop Auckland, Jan 6 at 10. Brignall, Durham.
Young, Sarah, Leominster, Herefordshire, Milliner. Pet Dec 22. Robinson. Leominster, Jan 12 at 11. Andrews, Leominster.

TUESDAY, Dec. 28, 1869.

To Surrender in London.

Adams, Thos Fredk, York-rd, Lambeth, Bath Proprietor. Pet Dec 20. Jan 10 at 2. Watson, Basinghall-st.
Allen, Edwd, East Dereham, Norfolk. Tanner. Pet Dec 23. Jan 19 at 12. Stritton, Southampton-bldgs; Saunders, East Dereham.

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Bagnall, Wm Hy, Stone, Kent, no occupation. Pet Dec 20. Pepys. Jan 13 at 12. Elam, Walbrook.

Bamford, John, Bulwick, Northamptonshire, Farmer. Pet Dec 23. Jan 19 at 12. Law, Stamford.

Barber, Hy Johns, Arn-st, Plumstead, Baker. Pet Dec 23. Jan 12 at 11. Buchanan, Basinghall-st.

Barford, Thos, Prisoner for Debt, London. Pet Dec 23 (for pau). Brougham. Jan 19 at 1. Harrison, Basinghall-st.

Barnett, Jas, Leadenhall-st, Cheesemonger. Pet Dec 24. Jan 10 at 2. Innes & Son, Leadenhall-st.

Baylis, Thos Hutchinson, Upper Baker-st, Comm Agent. Pet Dec 21. Pepys. Jan 13 at 1. Bradley, Berners-st.

Bennett, Chas, Prisoner for Debt, London. Pet Dec 22 (for pau). Brougham. Jan 17 at 12. Watson, Basinghall-st.

Betts, Richd Christian, Old North-st, Red Lion-sq, Barrister-at-Law. Pet Dec 23. Jan 10 at 1. Pope, Gt James-st, Bedford-row.

Birdsey, Fredk, Edward-st, Penton-pl, Walworth, Assistant to a Meat Salesman. Pet Dec 23. Jan 10 at 1. Clarke, Aylesbury.

Boecamann, Ernest Christian, Buttesland-st, Hoxton, Commercial Traveller. Pet Dec 23. Jan 19 at 11. Cooke, Gresham-bldgs, Basinghall-st.

Bobby, Robt Honkin, Brentwood, Essex, Builder. Pet Dec 21. Jan 17 at 11. Chandler, Bucklersbury.

Brady, John, Prisoner for Debt, Maidstone. Adj Dec 20. Pepys. Jan 11 at 11.

Brady, Chas, Stock Orchard-st, Caledonian-rd, out of business. Pet Dec 24. Jan 19 at 1. Harper & Co, Rood-lane.

Browning, Robt, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 12 at 12. Watson, Basinghall-st.

Castle, Robt, Stockwell-green, Blind Maker. Pet Dec 22. Pepys. Jan 10 at 11. Brook, Abchurch-yard.

Catchpool, Thos, Albert-ter, New Church-rd, Camberwell, Clerk. Pet Dec 23. Jan 17 at 2. Brown, Basinghall-st.

Chapman, Jabez, Prisoner for Debt, London. Adj Dec 22. Roche. Jan 12 at 11.

Cole, Jas, Portsea, Hants, Plumber. Pet Dec 23. Pepys. Jan 10 at 12. Westall & Co, Leadenhall-st, for Champ, Portsea.

Cox, Joseph, Amberley-mews, Warwick-rd, Paddington, Wheelwright. Pet Dec 31. Pepys. Jan 13 at 12. Williams, Alfred-pl, Bedford-sq.

Cooper, John, Chadwell-st, Myddleton-sq, Teacher of Music. Pet Dec 24. Pepys. Jan 11 at 12. Newman, Bucklersbury.

Cox, Geo, Hanover-st, Islington, Licensed Victualler. Pet Dec 24. Jan 12 at 12. Poole, Bartholomew-close.

Cuttler, Geo, Acton, Middlesex, Bricklayer. Pet Dec 24. Jan 12 at 12. Reed, Guildhall-chambers.

Daws, Thos, Prisoner for Debt, London. Pet Dec 22 (for pau). Brougham. Jan 17 at 12. Watson, Basinghall-st.

Deeley, Wm, Peckwater-st, Kentish-town, out of business. Pet Dec 23. Jan 19 at 12. Marshall, Lincoln's-inn-fields.

Denton, Wm, Cliff Hill, Gorleston, Suffolk, Fishing Boat Owner. Pet Dec 23. Jan 19 at 12. Cowdell & Co, Budge-row.

Dickerson, Joseph, Upper North-st, Poplar, Wire Rope Maker. Pet Dec 21. Jan 17 at 11. Plunkett, King-st, Cheapside.

Durrant, Chas Thos Debenham, Oxford-st, Business Agent. Pet Dec 23. Jan 10 at 2. Parkes, Beaufort-bldgs, Strand.

Evans, Robt Mendham, Charing-cross Hotel, Gent. Pet Dec 23. Pepys. Jan 10 at 2. Lewis & Co, Old Jewry.

Flint, Chas, Gt Marlow, Bucks, Embroiderer. Pet Dec 24. Jan 19 at 2. Watson, Basinghall-st.

Forde, Geo Thos, Wolvercot, Oxford, Farmer. Pet Dec 24. Pepys. Jan 11 at 1. Neate, Southampton-bldgs.

Forward, Alfred, Princes rd, Buckhurst-hill, out of business. Pet Dec 21. Pepys. Jan 13 at 2. Peverley, Gresham-bldgs.

Garner, Wm, Cotton-st, Limehouse, Mill Stone Maker. Pet Dec 24. Jan 19 at 2. Hicks, Francis-ter, Hackney-wick.

Garrard, Hannah, Plumstead-common-rd, Grocer. Pet Dec 22. Pepys. Jan 10 at 12. Hicks, Francis-ter, Hackney-wick.

George, Fredk, High-st, Hampstead, Cheesemonger. Pet Dec 22. Jan 17 at 1. Harcourt & Co, Moorgate-st.

Gibbs, Edmd, Colchester, Essex, Ironmonger's Assistant. Pet Dec 23. Jan 10 at 1. White, Colchester.

Gregory, Wm, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 12 at 1. Watson, Basinghall-st.

Hand, Edwd, Elsted-st, Walworth, General Dealer. Pet Dec 23. Pepys. Jan 11 at 12. Rigby, Gresham-st.

Hasaam, Jas Hy, King's-rd, Chelsea, Plumber. Pet Dec 24. Pepys. Jan 10 at 2. Elliott, Vincent-sq, Westminster.

Heatley, Thos, jun, Wanstead, Essex, Carpenter. Pet Dec 23. Jan 19 at 11. Cooke, Gresham-bldgs, Basinghall-st.

Hewett, Robt, Bromley, Kent, out of business. Pet Dec 23. Jan 12 at 12. Stoneham, Philpot lane.

Holden, John Hector, Eversholt-st, Camden-town, Tobacconist. Pet Dec 24. Jan 12 at 1. Nind, Basinghall-st.

Hoskins, Wm, Prisoner for Debt, London. Pet Dec 22 (for pau). Jan 10 at 1. Steadman, London-wall.

Howard, Alfred, Mile End-rd, Boot Maker. Pet Dec 24. Jan 19 at 2. Cooke, Gresham-bldgs, Basinghall-st.

Hoy, Sidney, Burlington-mews, Paddington, Carpenter. Pet Dec 24. Pepys. Jan 11 at 12. Padmore, Westminster-bridge-rd.

Kellner, John, Eton, Bucks, Licensed Victualler. Pet Dec 22. Pepys. Jan 13 at 2. Lawrance & Co, Old Jewry-chambers.

Lears, Simon, St Leonard's-ter, Maida hill, Draper. Pet Dec 14. Pepys. Jan 11 at 1. Ashurst & Co, Old Jewry.

Lacey, Jabez, Prisoner for Debt, London. Pet Dec 23 (for pau). Brougham. Jan 19 at 1. Harrison, Basinghall-st.

Larter, Frns, Prisoner for Debt, London. Adj Dec 18. Jan 24 at 11.

Le Keux, Edwd, Gloucester-st, Bloomsbury, Cabinet Maker. Pet Dec 24. Jan 12 at 1. Marshall, Lincoln's-inn-fields.

Lethbridge, Walter Buckler, King's-rd, Chelsea, no occupation. Pet Dec 21. Pepys. Jan 10 at 1. Ford & Co, Gray's-inn.

Loat, Wm, Vale-pl, Hammersmith, out of business. Pet Dec 21. Jan 12 at 1. Merriman & Co, Austin-friars.

Long, Hy Saml, Leonard-ct, Finsbury, Coach Builder. Pet Dec 22. Pepys. Jan 10 at 12. Godfrey, Hatton-garden.

Lowe, Fredk, Prisoner for Debt, London. Pet Dec 20 (for pau). Brougham. Jan 12 at 2. Lawrence, Lincoln's-inn-fields.

Maidlow, Ernest John, Fleet-rd, Hampstead, Builder. Pet Dec 24. Jan 12 at 12. Greenhill, Gracechurch-st.

Marzetti, Robt Geo, Prisoner for Debt, London. Pet Dec 23 (for pau). Brougham. Jan 19 at 1. Warrand, Bath-st, Newgate-st.

Masser, Fredk Rudd, Bond-ct, Walbrook, Comm Agent. Pet Dec 23. Jan 17 at 2. Moss, Winchester-house, Old Broad-st.

Mealey, Thos, Penton-st, Clerkenwell, out of business. Pet Dec 23. Pepys. Jan 10 at 1. Hope, Ely-pl, Holborn.

Mickelburgh, Robt, Alfred-st, Victoria Docks, Baker. Pet Dec 23. Pepys. Jan 10 at 1. Dod & Longstaffe, Berners-st.

Milbourne, John Thos, Belgrave-st, Commercial-rd, Tailor. Pet Dec 24. Pepys. Jan 11 at 1. Lawrance & Co, Old Jewry-chambers.

Morris, Fredk, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 12 at 12. Dobie, Basinghall-st.

Nevitt, Thos, Blundell-st, Caledonian-rd, Wheelwright. Pet Dec 23. Jan 10 at 2. Butcher, Bouverie-st, Fleet-st.

Newhouse, Hy Lewis Titus, Mark-lane, Comm Merchant. Pet Dec 24. Pepys. Jan 11 at 11. Grenep, Angel-ct, Bank.

Pastell, Peter Balls, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 12 at 12. Lawrence, Lincoln's-inn-fields.

Piper, Caleb, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 12 at 11. Laurence, Lincoln's-inn-fields.

Pittis, Geo, Wymering, Hants, Farm Bailiff. Pet Dec 23. Jan 10 at 1. Westall & Roberts, Leadenhall-st, for Champ, Portsea.

Platts, Fredk Thos, Fleet-st, Engraver. Pet Dec 23. Jan 10 at 2. Norton, Clifford's-inn.

Prince, Jas, Hounslow, Middx, General Dealer. Pet Dec 24. Jan 19 at 2. Pittman, Stamford-st.

Quick, Richd, Gray's-inn-rd, Tin Plate Worker. Pet Dec 24. Jan 12 at 1. Clarke, St Mary's-sq, Paddington.

Randall, Wm Thos, Prisoner for Debt, London. Adj Dec 22. Roche. Jan 12 at 11.

Roberts, Stephen, Shoreditch, Clothier. Pet Dec 17. Jan 10 at 11. Haigh, jun, King-st, Cheapside.

Robertson, Wm Hy, Landport, Southampton, Draper. Pet Dec 23. Pepys. Jan 10 at 11. Westall & Co, Leadenhall-st.

Robinson, Jas, Azenby-sq, Lyndhurst-rd, Peckham, Commercial Clerk. Pet Dec 21. Pepys. Jan 13 at 2. Laurence, Lincoln's-inn-fields.

Rosser, Saml Egan, Wealdstone House, Harrow Weald, Civil Engineer. Pet Dec 24. Pepys. Jan 11 at 11. Abrahams & Co, Old Jewry.

Rundell, Wm Joseph, Pereira-pl, Shepherd's-bush, Clerk in Holy Orders. Pet Dec 23. Pepys. Jan 10 at 2. Wright, Gt Portland-st, Regent's-circus.

Sendall, Fredk, Redhill, Surrey, Butcher. Pet Dec 22. Jan 17 at 12. Duncan & Co, Southampton-st, Bloomsbury; Hart & Head, Reigate.

Shirley, Joseph, Nelson-st, Wyndham-rd, Camberwell, General Dealer. Pet Dec 23. Jan 19 at 12. Rigby, Gresham-st.

Sloper, Chas, Maiden-lane, Covent-garden, Working Cabinet Maker. Pet Dec 23. Pepys. Jan 10 at 1. Breden, Union-st, Old Broad-st.

Smith, Geo, Stanhope-s, Hampstead-rd, out of business. Pet Dec 23. Pepys. Jan 10 at 2. Pope, Gt James-st, Bedford-row.

Smith, Wm, Manor-st, Clapham, Corn Dealer. Pet Dec 23. Jan 12 at 11. Bickley, Bouverie-st, Fleet-st.

Soanes, Joseph, Blagrove-rd, Notting-hill, Builder. Pet Dec 23. Jan 10 at 1. Cooper, Portman-st, Portman-sq.

Spence, David, Walmer crescent, Notting-hill, Hay Dealer. Pet Dec 24. Jan 19 at 2. Clarke, St Mary's-sq, Paddington.

Spill, Geo, Hampstead-cottages, Acton-green, Manager. Pet Dec 23. Jan 19 at 11. Allen & Co, Old Jewry.

Stein, Philipp, Three Colt-st, Old Ford, Baker. Pet Dec 24. Jan 12 at 1. Heathfield, Lincoln's-inn-fields.

Stoat, Wm, John-st, Marylebone-rd, Dairyman's Assistant. Pet Dec 23. Pepys. Jan 10 at 2. Holmes & Holmes, Finsbury-pl South.

Summerford, Hy, jun, Prisoner for Debt, London. Pet Dec 21 (for pau). Pepys. Jan 10 at 11. Watson, Basinghall-st.

Taylor, Thos Wm, Oxford-ter, Islington, Merchant's Clerk. Pet Dec 24. Jan 12 at 1. Flux & Leadbitter, Leadenhall-st.

Thorpe, Geo, Farringdon-st, Refreshment-house Keeper. Pet Dec 24. Pepys. Jan 11 at 1. Chidley, Lombard-st.

Thurlow, Jas, Meopham, Kent, Builder. Pet Dec 24. Jan 24 at 11. Boydell, South-sq, Gray's-inn.

Thurgate, Christopher Patterson, Prisoner for Debt, Norwich. Adj Dec 15. Pepys. Jan 11 at 11.

Watt, Robt, Rodney-st, Pentonville, Assistant Relieving Officer. Pet Dec 23. Jan 19 at 11. Hicks, Francis-ter, Hackney Wick.

Weitzel, Ehrhardt Anton, Lisson-grove North, Marylebone, Baker. Pet Dec 24. Jan 19 at 2. Wilding, Tichborne-st, Edgware-rd.

Whyatt, Hy, Dovercourt, Harwich, Essex, Innkeeper. Pet Dec 23. Pepys. Jan 11 at 1. Jones, Colchester.

Wills, Hy, Clink-st, Bankside, Wharfinger. Pet Dec 24. Pepys. Jan 11 at 11. Rigby, Gresham-st.

Wood, Jas, jun, Crystal Palace-rd, East Dulwich, Comm Agent. Pet Dec 23. Jan 19 at 12. Buckley, Bouverie-st.

Yardley, Saml, Sidney-st, Mile End-rd, Barman. Pet Dec 23. Jan 10 at 2. Scott, South-sq, Gray's-inn.

Youngman, Geo, Prisoner for Debt, London. Pet Dec 23 (for pau). Pepys. Jan 11 at 12. Farrington, Chancery-lane.

To Surrender in the Country.

Adams, Richd, Manch, Beerseller. Pet Dec 24. Kay. Manch, Jan 15 at 9.30. Lawton, Manch.

Addison, Edwd, Penrith, Cumberland, out of business. Pet Dec 24. Varty. Penrith, Jan 10 at 10. Cant & Fairer, Penrith.

Alexander, Herman, Manch, Glass Dealer. Pet Dec 21. Kay. Manch, Jan 15 at 9.30. Sampson, Manch.

Badger, Walter John, Sheffield, Table-blade Forger. Pet Dec 24. Wake. Sheffield, Jan 14 at 1. Binney & Son, Sheffield.

Beard, Thos, Tunstall, Staffordshire, out of business. Pet Dec 24. Challinor. Hanley, Jan 25 at 11. Salt, Tunstall.

Beddoe, Hy, Prisoner for Debt, Warwick. Adj Dec 18 (for pau). Guest. Birm, Jan 7 at 10.

Bennett, Wm, Bloxham, Oxfordshire, Farmer. Pet Dec 24. Fortescue. Banbury, Jan 10 at 12. Buller, Banbury.

Birch, Richd, sen, Prisoner for Debt, Maidstone. Adj Dec 20. Southgate. Gravesend, Jan 10 at 11.

Briggs, Saml, Bradford, Yorkshire, Bedstead Dealer. Pet Dec 15. Bradford, Jan 11 at 9 15. Rhodes, Bradford.

Canter, Mary, Cheltenham, Gloucestershire, Barmaid. Pet Dec 23. Gale. Cheltenham, Jan 8 at 11.

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Chetwin, Hamlet, Fenton, Staffordshire, Journeyman Crate Maker. Pet Dec 18. Keary. Stoke-upon-Trent, Jan 8 at 11. Ward, Hanley.
Cohen, Nathaniel, St Anne's, Lewes, Sussex, Tailor. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Corbett, John Hy, Stourbridge, Worcestershire, Bank Manager. Pet Dec 24. Harward. Stourbridge, Jan 10 at 10. Clulow, Brierley-hill.
Davies, John, Brighton, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Daws, Wm Vinson, Prisoner for Debt, Maidstone. Adj Dec 20. Southgate. Gravesend, Jan 10 at 11.
Dedicoat, John Richd, Coventry, Warwick, Machinist. Pet Dec 23. Kirby. Coventry, Jan 11 at 3. Horner, Coventry.
Dransfield, Wm, Halifax, Yorkshire, Contractor. Pet Dec 24. Rankin. Halifax, Jan 14 at 10. Leeming, Halifax.
Dudley, John, Long Crendon, Bucks, Stationer. Pet Dec 23. Holloway. Thame, Jan 14 at 11. Clarke, Aylesbury.
Evans, John, Bishop Auckland, Durham, Blacksmith. Pet Dec 24. Trotter. Bishop Auckland, Jan 13 at 10. Thornton, Bishop Auckland.
Fetherstone, Wm, jun, Folkestone, Kent, Picture Frame Maker. Pet Dec 24. Brockman. Folkestone, Jan 11 at 3. Bradley, Folkestone.
Ford, Edwd, Prisoner for Debt, Bristol. Pet Dec 16 (for pau). Harley. Bristol, Jan 14 at 12.
Foster, Geo, Sheffield. Forger. Pet Dec 23. Wake. Sheffield, Jan 14 at 1. Binney & Son, Sheffield.
Franklin, Thos, Prisoner for Debt, Bristol. Pet Dec 17 (for pau). Harley. Bristol, Jan 14 at 12.
Gamble, Wm, Leicester, Butcher. Pet Dec 24. Ingram. Leicester, Jan 22 at 10. Petty, Leicester.
Gilbert, Michael Geo, Norwich, Whitesmith. Adj Dec 16 (for pau). Palmer. Norwich, Jan 13 at 11. Emerson & Sparrow. Norwich.
Gorringe, Wm Alex (and not Torringe, as previously advertized), Shoreham, Sussex, Comm Agent. Pet Dec 16. Eversheld. Brighton, Jan 4 at 11. Lamb, Brighton.
Gregory, Jas, Sheffield, Warehouseman. Pet Dec 23. Wake. Sheffield, Jan 14 at 1. Binney & Son, Sheffield.
Hall, Gilbert, Skerton, nr Lancaster, Licensed Victualler. Pet Dec 23. Dunn. Lancaster, Jan 7 at 10. Johnson & Tilly, Lancaster.
Hall, Saml, Treherbert, Glamorganshire, Cabinet Maker. Pet Dec 24. Rees. Aberdare, Jan 11 at 1. Linton, Aberdare.
Harrison, Thos, Prisoner for Debt, Nottingham. Adj Nov 16. Patchitt. Nottingham, Feb 9 at 10.30. Smith, Nottingham.
Heatley, Wm, Everton, nr Lpool, Comm Agent. Pet Dec 9. Hime. Lpool, Jan 7 at 3. Grocott, Lpool.
Henry, Peter, Portslade, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Hey, Edwd, Rochdale, Lancashire, Factory Operative. Pet Dec 23. Jackson. Rochdale, Jan 12 at 10. Standring, Rochdale.
Holmes, Challis, Clue, Lincolnshire, Fish Buyer. Pet Dec 21. Daubeny. Gt Grimsby, Jan 7 at 11. Gray, Grimsby.
Hurren, John, Sutton, Kent, Labourer. Pet Dec 24. Hall. Deal. Jan 10 at 11. Drew, Deal.
Johnson, Jas, Caunton, Nottinghamshire, Grocer. Pet Dec 23. Newton. Newark. Jan 12 at 12. Belk, Newark.
Killard, Wm, Swindon, Wilts, Clerk. Pet Dec 22. Townsend. Swindon, Jan 8 at 11. Foreman, Swindon.
Lewis, Geo, Chesham, Buckinghamshire, Fruiterer. Pet Dec 17. Francis. Chesham, Jan 12 at 12.30. Cheese, Amersham.
Linnett, Fredk, St Anne's, Lewes, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Loosemore, John Wellington, Portslade, Sussex, Comm Agent. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Lourie, Julius, Brighton, Sussex, Merchant. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Machin, David, Reading, Berks, Poulterer. Pet Dec 24. Collins. Reading, Jan 15 at 11. Dennis, Southampton-bldgs, Holborn.
Margerison, Wm, jun, Brampton, Derbyshire, Slater. Pet Dec 22. Wake. Chesterfield, Jan 11 at 11. Gee, Chesterfield.
Marsh, Thos Vernon, Buxton, Derbyshire, Auctioneer. Pet Dec 24. Chapel-en-le-Frith, Jan 11 at 11. Johnston, Stockport.
Martin, Chas Castle, Aldham, Essex, Innkeeper. Pet Dec 23. Barnes. Colchester, Jan 15 at 1. Cardinall, Halstead.
McMillan, Thos, Manch, Beerseller. Pet Dec 22. Kay. Manch, Jan 15 at 9.30. Cobbett & Co, Manch.
Mitchell, Hy, Bristol, out of business. Pet Dec 24. Harley. Bristol, Jan 21 at 12. Hill.
Molen, John, Prisoner for Debt, Maidstone. Adj Dec 20. Callaway. Canterbury, Jan 18 at 11.
Morgan, Geo, Exeter, out of business. Pet Dec 23. Daw. Exeter, Jan 8 at 11. Fryer, Exeter.
Murphy, John, Walsall, Staffordshire, Beerseller. Pet Dec 24. Walsall, Jan 21 at 12. Maher, Birm.
Nicholson, Richd, Sheffield, Boot Maker. Pet Dec 23. Wake. Sheffield, Jan 14 at 1. Sugg, Sheffield.
Passmore, Richd Adolphus, St Ann's, Lewes, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Peck, John, Poringland, Norfolk, Carpenter. Adj Dec 16 (for pau) Palmer. Norwich, Jan 13 at 11.
Phillips, Philip, Cefn Coity, Brecknockshire, Farm Labourer. Pet Dec 23. Evans. Brecknock, Jan 11 at 12. Plews, Merthyr Tydfil.
Read, Francis Fitzwalter, Nottingham, Messenger. Pet Dec 23. Patchitt. Nottingham, Feb 9 at 10.30. Wilson, Nottingham.
Redford, John, Lewes, Sussex, House Agent. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Rees, John, Porth, Glamorgan, Tailor. Pet Dec 24. Spickett. Pontypridd, Jan 8 at 12. Thomas, Pontypridd.
Richmond, John Levitt, Bishop Auckland, Durham, Beerhouse Keeper. Pet Dec 23. Trotter. Bishop Auckland, Jan 13 at 10. Hutchinson, Bishop Auckland.
Robinson, Wm, Barnsley, Yorkshire, Painter. Pet Dec 23. Bury. Barnsley, Jan 10 at 11. Parker, Barnsley.
Rowland, Wm, Cardiff, Glamorgan, Publican. Pet Dec 24. Langley. Cardiff, Jan 10 at 11. Yorath, Cardiff.
Russell, Hy, Lewes, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Sessions, Robt Weston, Prisoner for Debt, Bristol. Pet Dec 16 (for pau). Harley. Bristol, Jan 14 at 12.
Shepherd, Geo Wm, Brighton, Sussex, Fruiterer. Pet Dec 20. Eversheld. Brighton, Jan 7 at 11. Mardall, Brighton.
Smith, Hy Russell Crawfurth, St Ann's, Lewes, Sussex, out of business. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Smith, Jas, Bristol, Cabinet Maker. Pet Dec 23. Harley. Bristol, Jan 21 at 12. Bowles.
Smith, Robt, Norwich, Baker. Adj Dec 16 (for pau). Palmer. Norwich, Jan 13 at 11.
Smith, Wm, The Thorns, Brierley-hill, Staffordshire, Miner. Pet Dec 24. Harward. Stourbridge, Jan 10 at 10. Clulow, Brierley-hill.
Spurway, Fredk Gould, Liskeard, Cornwall, Hatter. Pet Dec 22. Childs. Liskeard, Jan 8 at 11. Hingston, Liskeard.
Stevenson, Stephen Smith, Leeds, Lodging-house Keeper. Pet Dec 23. Welsby. Ormskirk, Jan 10 at 10. Parr, Ormskirk.
Street, Jas, Bristol, Confectioner. Pet Dec 16 (for pau). Harley. Bristol, Jan 14 at 12.
Sutton, Theophilus Edwd, Lpool, Chemist's Assistant. Pet Dec 23. Hime. Lpool, Jan 7 at 3. Barker, Lpool.
Taverner, John Rowe, St Thomas, Devonshire, Butcher. Pet Dec 24. Daw. Exeter, Jan 8 at 11. Treherne, jun, Exeter.
Torre, Sebastian, St Ann's, Lewes, Sussex, Comm Merchant. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Tunnicliffe, Geo, Scarborough, Yorkshire, Plasterer. Pet Dec 15. Woodall. Scarborough, Jan 10 at 3. Williamson, Scarborough.
Trulock, Thos, St Ann's, Lewes, Sussex, Gent. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Tylor, Chas Horatio, Dudley, Worcester, out of business. Pet Dec 23. Walker. Dudley, Jan. 13 at 12. Stokes, Dudley.
Vaughan, Richd, Leominster, Hereford, Cattle Dealer. Pet Dec 24. Robinson. Leominster, Jan 12 at 12. Andrews, Leominster.
Vincent, John, Bristol, Carpenter. Pet Dec 22. Harley. Bristol, Jan 21 at 12. Thick.
Waller, Isaiah, Norwich, Licensed Victualler. Adj Dec 16 (for pau). Palmer. Norwich, Jan 13 at 11.
Waring, Wm, Morley, Yorkshire, out of business. Pet Dec 23. Nelson. Dewsbury, Jan 13 at 3. Scholes & Brearey, Dewsbury.
Weaver, Jas, Gloucester, Plasterer. Pet Dec 21. Wilton. Gloucester, Jan 8 at 12. Cooke, Gloucester.
Wetherly, Wm Jas, Prisoner for Debt, Maidstone. Adj Dec 20. Callaway. Canterbury, Jan 18 at 11.
Wicks, David, Sheffield, Berks, Carpenter. Pet Dec 23. Collins. Reading, Jan 15 at 10. Smith, Reading.
Whitaker, Fredk Adolphus, Pitshill, Staffordshire, Grocer. Pet Dec 24. Challinor. Hanley, Jan 25 at 11. Welch, Hanley.
White, Thos, Whitstable, Kent, Painter. Pet Dec 14. Callaway. Canterbury, Jan 18 at 11. Flint, Canterbury.
Wieland, John Fredk, Bramber, Sussex, Insurance Agent. Pet Dec 24 (for pau). Blaker. Lewes, Jan 14 at 12.
Williams, John, Holton Farm, Glamorganshire, Farmer. Pet Dec 24. Langley. Cardiff, Jan 10 at 11. Morgan, Cardiff.
Wilson, Geo Campion, Nottingham, out of business. Pet Dec 24. Patchitt. Nottingham, Feb 9 at 10.30. Heath, Nottingham.
Wilson, John, Scarborough, Yorkshire, Joiner. Pet Dec 8. Woodall. Scarborough, Jan 3 at 3. Williamson, Scarborough.
Wilson, Thos, Canterbury, Kent, Horse Dealer. Pet Dec 13. Callaway. Canterbury, Jan 18 at 11. De Lasaux, Canterbury.
Wood, Albert, jun, Sheerness, Kent, Shipwright. Pet Dec 24. Wates. Sheerness, Jan 14 at 12.30. Wates, Sheerness.
Woodhead, Eliz Ann, Forest-row, nr East Grinstead, Sussex, Schoolmistress. Pet Dec 23. Pearless. East Grinstead, Jan 13 at 11. Channell, Edgware-road, Hyde-park.
Woodman, John Payne, Highbridge, Somerset, Cordwainer. Pet Dec 23. Davies. Weston-super-Mare, Jan 7 at 11. Hobbs, jun, Wells.
Wyborn, John, Lower Walmer, Kent, out of business. Pet Dec 24. Hall. Deal, Jan 10 at 11.30. Drew, Deal.

In the Court of Bankruptcy for the Leeds District.

Bailey, John, Silsden Moor, York, Labourer. Pet Dec 24. Due notice will be given of the first meeting of creditors.

The undermentioned persons have been adjudged bankrupts in the District Court of Bankruptcy at Manchester:—

Barber, Chas Worthington, Cotton Broker, Manchester.
Beattie, Edwd, jun., Commission Agent, Manchester.
Besley, Rchd Thos Wm, Advertising Contractor and Agent, Manch.
Birchal, Jas, and Andrew Armstrong Johnstone, Ironmongers, Manch.
Bradshaw, Reuben, Grocer, Manchester.
Brennand, Cable, and John Brennand, Calico Printers, Manchester.
Briggs, Hy, and Thos Briggs, Cotton Manufacturers, Newchurch.
Booth, John, Baker, Stockport.
Clegg, Edwin, Joiner and Builder, Rochdale.
Denton, Fras, Accountant, Manchester.
Farnell, Sidney Hy, Draper, Warrington.
Fogg, Elias, Day Waiter and Bottler of Wine, Manchester.
Forster, Jas, Farmer, Werneth.
Gillett, Geo Albert, Auctioneer, Bolton-le-Moors.
Griffiths, Wm, and John Wolstenholme, Boiler Makers, Manchester.
Hawkins, Thos, Joiner, Grocer, &c., Blackburn.
Horsfall, Wm, and John Horsfall, Cotton Dealers, Manchester.
Howarth, Edmd, Builder, &c, Middleton.
Kelly, Wm, Assistant Dentist, Manchester.
Lester, Peter, Provision Dealer, Rochdale.
Massey, John, Floor Cloth Manufacturer, Chorley.
Rodocanachi, Demetrio K., Merchant, Manchester.
Ryan, Hy Louis, Skirt and Bonnet Manufacturer, Manchester.
Schofield, Edmd, Cotton Waste Dealer, Lees, near Oldham.
Stansfield, Jas, Pit and Well Sinker, Ashton-under-Lyne.
Walker, Wm, Beer Retailer, Harpurhey.
Walton, John, out of business, Manchester.
Wiseman, David, Porter and General Dealer, Manchester.
Witherington, John Thos, Fish Curer, &c., Blackburn.
Wyatt, Thos, Contractor, Marple.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 24, 1869.

Marchant, Thos, Kenton-lane, Harrow Weald, Middlesex, Licensed Victualler. Dec 22.
Walker, Geo, Beaufort-bldgs, Wine Merchant. Dec 23.

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The Solicitors' Journal.

LONDON, JANUARY, 8, 1870.

WE ARE EXTREMELY GLAD to observe that the following notice has been posted in the Worship-street Police Court:—

"On and after January 1, 1870, no person will be permitted in any way to practise at this Court except those entitled by law to do so, viz.:—1. Barristers-at-law; 2. Attorneys or solicitors; 3. Persons specially authorised by statute to conduct certain cases before magistrates. But the *articled* clerk to an attorney or solicitor will be allowed to represent his principal upon producing a written request that he may be permitted to do so, and upon his satisfying the presiding magistrate that the absence of such attorney or solicitor is unavoidable. This rule will be strictly adhered to.

(Signed) C. E. ELLISON. R. M. NEWTON. } Magistrates."

This step deserves to be followed in all the police courts. The Worship-street magistrates deserve praise for having thus rid their court of those disreputable and very undesirable advocates who infest police courts, "touting" for leave to appear.

IN CONSEQUENCE of the difference of opinion on the part of county court judges as to the construction of section 5 of the "Debtors Act, 1869," the Treasury have taken the opinion of the law officers of the Crown on the point. We commented on the subject when these differences first arose (*ante* 107), and it is with some degree of satisfaction we find the law officers confirming the opinion we then expressed. The questions put by the Treasury are the following, the "case" being dated December 24th:—

"If warrant of commitment issued after the 31st inst., will the arrest of the debtor thereunder be valid? If debtor be arrested on an order made on a judgment summons issued before the 31st inst, but returnable after that day, will the arrest be valid?"

The following is the answer to these questions:—

"We are of opinion that in each of the cases put the arrest will be valid if the order is in conformity with the provisions of the 'Debtors Act, 1869,' which are substituted by clause 5 for the provisions of the 'County Courts Act, 1846,' otherwise not. We presume that a large number, probably the greater number, of the orders now made by the county court judges are in conformity with the new statute, so as to be valid under it as if it were now in operation. We do not think, upon the whole, it was intended by that statute to invalidate such orders though made before it comes into operation; but the words of the first paragraph of the section are strong and clear, and we give this opinion not without considerable hesitation. (Signed) R. P. COLLIER. J. D. COLERIDGE."

Temple, Dec. 29.

THE CHAMBERS OF THE MASTER OF THE ROLLS and the three Vice-Chancellors were formally opened for business yesterday morning at eleven o'clock. Before the chief clerks there were in the aggregate 216 summons, distributed as follows:—Before Mr. Church, 19; Mr. Hawkins, 10; Mr. Marshall, 18; Mr. Hall, 14; Mr. Peake, 24; Mr. Church, 29; Mr. Edwards, 7; Mr. Buckley, 21; Mr. Pritchard, 17; Mr. Leman, 19; Mr. Bloxam, 19; Mr. Allen, 19.

IN THE CURRENT NUMBER OF THE *Weekly Reporter* is reported a decision of the Master of the Rolls, in the matter of the Heyford Iron Works Company, which appears to us to be of especial importance at the present time, having regard to the recent decisions of the Lord Justice Giffard in *Drummond's Case*, (18 W.R. 2, and *Pell's Case*, *ib.* 31. The question in all three cases was in effect the same—namely, whether a subscriber of the memorandum of association is entitled to substitute nominally fully paid-up shares for the shares which, by the act of subscription, he engages to take and pay for. In *Migotti's Case*, (15 W. R. 731), the subscriber took fully paid-up shares from the promoter, and that was held not to satisfy the obligation. *Migotti's Case* has, we believe, never been doubted, and in the opinion of the Lord Justice, was "most correctly decided." His Lordship has introduced a distinction between cases where fully paid-up shares are taken under an agreement with a third party, as in *Migotti's Case*, and cases where the agreement is with the Company, as in *Pell's* and *Drummond's Cases*. This distinction however, the Master of the Rolls considers to be too thin to be acted on.

"In construing Acts of Parliament, said Sir Samuel Romilly (16 Ves. 335), there are two directions to be attended to; the first, which is the safest, to find out the general object of the Legislature; secondly, to see what sort of construction has been put upon the Act in other cases." If we may be allowed to adopt this statement, it can hardly, we think, be doubted, that the general object of the Legislature, when requiring that the memorandum should be signed by seven or more persons, for at least one share a-piece, and that every subscriber should set down opposite to his name the number of shares he takes, was to give the public some notion of the extent of the resources of the com-

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pany, and the stake of its respective promoters. People were entitled to consider it as guaranteed that so much capital, at all events, as was subscribed for would be forthcoming for the purposes of the company, and as a security to creditors, This safeness must wholly fail, if subscribers are to be allowed to substitute nominally fully paid-up shares, however such may have been obtained, for shares not described as fully paid-up on the face of the memorandum of association. This is a point that creditors will do well to look into, if *Pell's Case* was correctly decided. In the *Heyford Company's Case* several of the seven subscribers, who were, in fact, the company, agreed with themselves—for that was the true effect of the arrangement—that the nominally fully paid-up shares to be allotted to one of them under an agreement of prior date should be distributed among themselves in discharge of the obligation incurred by them to take shares on which nothing had been paid. Yet the arrangement, so far as regards the original allottee, was sanctioned in *Pell's Case*.

We are glad to see that the Master of the Rolls expressed a wish that the appeal, if there should be an appeal, might be heard by the Lord Chancellor and the Lord Justice. Cases of this importance should have a chance of being considered by more than one judge when they come before an appellate tribunal—which, so long as the vacancy continues in the Court of Appeal, against the existence of which we have so often protested, can seldom be the case. The proverb, "Two heads are better than one," is a proverb which most people believe to be true. At all events, nothing can be more inconsistent than the present system, which permits a single judge to hear appeals of one class, but not of another, wholly irrespective of their nicety or importance.

WE HAVE BEEN PROMISED free trade in cabs from and after the 1st of January, and it was supposed that the public would derive much benefit from this. At present, however, it is only clear that the public will suffer several disadvantages, while the benefit is wholly doubtful. The cab-owners, however, profit at once by remission of the hackney carriage duty. By an Act of last session (32 & 33 Vict. c. 115) the licences for cabs were placed under the direction of the Home Secretary, and he was to make regulations for various purposes; amongst others, for fixing the fares, the only restriction being one in favour of the cab proprietors and drivers—viz., that it could not be made compulsory on the driver of any hackney carriage to take passengers at a less fare than that payable at the time of the passing of the Act. The Act came into operation on the 1st of January, and on that day the Home Secretary published his regulations; we believe, however, that they will not come fully into force until the 1st of February, by which time the new licences will have been taken out.

The general nature of the scheme is that the cab-owners, on applying for a licence for each cab, are to name their own rate per mile and per hour, and that the licence is to be granted to them for that rate. When so licensed, the rate so chosen is to be obligatory upon the cab-owner in the same manner that sixpence per mile and two shillings per hour has been obligatory hitherto. These rates are to be written on a metal flag, which is to be exposed to view when the cab is plying for hire. In addition to this, the driver is to be bound to give the hirer a ticket showing the fares for which his cab is licensed. So far, it would appear likely that no great alteration would be made, even if we did not know that the present cab-owners had resolved to apply for licences at the old fares. It is, of course, possible that there may be a certain number of better carriages, provided at a higher fare, which will be for the public benefit. It will be observed, however, that it is only with respect to the unit of fare per mile or per hour that there is to be what is called free trade. Certain regulations are prescribed as to other matters applicable to all cabs, and in these we cannot help thinking the interest of the cab-hiring public has been unnecessarily disregarded. The first of these relates to children. It will be remembered that under the old law sixpence was paid for each person beyond two, but that for this purpose two children under ten years of age counted as one adult person. This was by the schedule to 16 & 17 Vict. c. 33; and it will also be remembered that the Court of Queen's Bench found themselves reluctantly obliged to put on the schedule the construction that one baby in arms was to be paid for as an adult person. Possibly, Mr. Bruce was prevented by the restriction to which we have referred from setting this matter right, as it might have been said that to oblige cabmen to take babies in arms free would have been to require them to take passengers at a less fare than that payable when the Act passed It was, however, wholly unnecessary for him to have done away, as he seems to have done, with the restriction that two children under ten should count as one adult. He has, however, done worse than simply abolish this restriction, because he has only done it by implication, and in a manner which will certainly give rise to disputes. By the third of the regulations, relating to hackney carriages only, it is provided that every child shall be reckoned as a person within the meaning of the *foregoing* regulations. The *foregoing* regulations, however—that is, the first and second—relate only to the number of persons to be carried in the carriage. This, therefore, does not touch the question of fares; we may remark, however, in passing, that it is inconvenient, and wholly unnecessary, to forbid one adult and two children being carried in a hansom cab. Although other regulations deal specially with other cases of fares, such as the fare for waiting and the like, there is none relating in any way to extra persons or to children, except the 12th. That merely provides that the driver shall give the hirer a ticket "in the following form, on which shall be printed," together with other things, "the rates of fares by time and by distance which the driver, according to these regulations, is entitled to demand from the hirer." The form of ticket given, before saying anything about passengers, has the following:—"Children: all children to count as passengers." "Extra persons: for each person above two, for the whole journey, the sum of ——." We presume the Secretary of State intends this blank to be filled up with the same figure as the blank left for the rate per mile, so that in the ordinary case it would be sixpence as at present. There is, however, no marginal direction that the blank shall be so filled up. First of all, therefore, we are met by the difficulty that there is no authority in the new regulations for the driver to charge anything at all for extra persons except by the implication (arising out of the 12th rule, which we have quoted) that he may charge the fares printed on the authorised form of ticket, and the authorised form of ticket directs him to charge simply a sum of ——. Does this mean that he may charge nothing, or charge anything he likes? Supposing this difficulty got over in the way we have suggested by the blank being filled up by the insertion, in the ordinary case, of "sixpence," or in other cases by whatever may be the unit of rate per mile, we are then met by the further difficulty as to whether the inference arising from this form of ticket, that each child, when more than two persons are carried, may be charged sixpence, is strong enough to override the express stipulation in the schedule to 15 & 16 Vict. This cannot be said to be free from doubt when we consider that it is provided in the Act of last session that all the provisions of the Acts relating to hackney carriages then in force are to remain in force subject to any alteration made by the Act or by regulations of the Secretary of State made under it. We have said enough to show that if, as we believe to be the case, the Secretary of State has imposed an additional charge upon the fathers of twins, he has done it in such a manner that they will have plausible

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ground for putting, at their own expense, cabmen through a protracted course of litigation in order to enforce it on them. There is also an alteration in the charge for luggage which, though it involves a slight increase of charge, yet is so decidedly in the direction of simplicity that we think it very desirable. For the future every package carried outside is to be charged twopence, independently of all questions of reasonableness and of the number of passengers carried, which have complicated the question hitherto.

There is one other provision of these regulations which deserves comment, and that is to the effect that no cab may ply for hire or be let to hire elsewhere than upon an authorised standing, and if let elsewhere the fare shall not be recoverable. The object of this, of course, is to free the streets from loitering cabs. It is a matter of doubt, however, whether it is desirable to do this at the expense of the considerable inconvenience which in many localities will result to cab-hirers.

It is scarcely likely, however, that this provision will be acted upon to any great extent. There is no penalty attached to the act of letting a cab to hire elsewhere than on an authorised stand, except the forfeiture of the right to the fare. Few persons would be likely to insist upon this when for their own convenience they had hired an empty passing cab, and it is not unlikely that cabmen will habitually rely on this. With regard to the provision, forfeiting the fare, we have some doubt whether it is not *ultra vires* of the Secretary of State. He has certain powers of imposing penalties, but they are very different from this. We think it would be *ultra vires*, if it were not that it is little more than declaratory of the law, for the direction that cabs shall not be let elsewhere than on a stand, seems clearly within the powers of the Secretary of State, and that being so, a letting elsewhere would be an illegal contract. which could not be enforced.

Altogether we cannot regard these regulations as skilfully drawn. It is, however, satisfactory that the Home Secretary may alter and amend them from time to time, so that any defects may be remedied immediately by a new order, without the necessity for fresh legislation.

CONSIDERABLE MISAPPREHENSION appears still to exist in the public mind in reference to the new system of collecting the Queen's Taxes. An idea having got abroad that the effect was that the taxes for the quarter from the 1st of January in the present year to the 5th of April would have to be paid twice over, an official statement has been issued with a view of showing that this is not the case. This statement, however, has not satisfied everyone, for a correspondent of the *Times*, signing himself "C. E. A.," endeavours to show that a portion of the income tax for the year from April, 1869, to April, 1870, will have to be paid twice. His mistake, however, is a very obvious one, for he assumes, contrary to the fact, that half the income tax for that year was collected last October. The two quarters' income tax which, under the old system would have become due last October, did not, however, become due then, and were not in fact collected. If any demand was in any case made for them it must have been owing to the ignorance of some collector who continued without authority to pursue the old system.

It is scarcely likely, however, that any demand was made in October for income tax, except possibly for arrears due on the previous March. "C. E. A." does not, however, say that any demand for income tax was made of him, and it is more probable that he has misunderstood some statement having reference either to the collection of income tax in October under the old system, which was discontinued in October last, or else to the collection of the half year of the assessed taxes in October last, for these were due then as usual, though the income tax was not. There is no pretence for saying that any portion of the income tax, land tax, or inhabited house duty will have to be paid twice. We pointed out some time back that with reference to these taxes the only disadvantage under which the tax-payer will labour, will be that in the first place he will have to pay the tax for the whole year in one sum, and that at a time when he is also called upon for other payments; and in the second place, although the day on which the whole now becomes due will be nearer to that on which the last instalment formerly became due than to that on which the first instalment became due, so that, taking an average the payment of the tax does not become due earlier than it used to do, yet that the tax-payer is likely in practice to be obliged to pay much earlier than he used to do, because he will not get the benefit of the lengthened credit which was formerly given to him in consequence of the difficulty and expense of collecting the various instalments separately as they become due by law.

With regard to the assessed taxes, however, there is much more ground for the public misapprehension, although after all it is but a misapprehension. The official explanation would perhaps have been more satisfactory if it had candidly admitted what is the fact, viz., that in a certain sense payment *will* have to be made twice for the quarter between the 1st of January and the 5th of April, and then gone on to explain that it is quite fair that this should be so, because one of the payments will be in respect of taxable articles kept in 1868 or 1869, and the other will be in respect of articles kept in 1870. It has been the practice hitherto to speak of the assessed taxes for any particular year when taxes were meant which would be more accurately described as assessed taxes *payable* in that year for the previous year. Thus, the last assessed taxes under the old system which will have to be paid are the taxes usually described as the assessed taxes for the year from the 5th of April, 1869, to the 5th of April, 1870. It would, however, be better to describe these as the taxes *payable* between the 5th of April, 1869, and the 5th of April, 1870, for the year from the 5th of April, 1868, to the 5th of April, 1869. When so described few persons would say that it was unjust that they should pay these taxes as well as the assessed taxes in respect of articles kept or to be kept after the 1st of January, 1870. They might, of course, complain of having to pay these taxes for different years at the same time. This, however, is quite a different matter, and it is the inevitable result of a change from post-payment to payment in advance. unless, of course, a whole year's taxes had been remitted altogether. The Legislature has, however, adopted the scheme of the Chancellor of the Exchequer, by which nine months' taxes—viz., those on articles kept between the 6th of April, 1869, and the 1st of January, 1870, were remitted altogether, but no others. Present payers of assessed taxes will have the benefit of this remission or intermission of assessed taxes eventually in the manner which we fully explained to our readers some weeks ago. In the meantime they have only to pay eight quarters of the tax within a period of seven quarters—viz., from the 5th April, 1869, to the 31st December, 1870, instead of eight quarters within four quarters of a year, as they would have had to do if a simple change from post payment to payment in advance had been made. As we have said before, we think the scheme, though difficult to understand, is really a very skilful one, and well designed to effect a great benefit, not without any additional pressure upon the tax-payer, but with as little as possible. After all, the question the tax-payers ought to consider is not so much whether they are not put under greater pressure this year than usual by having to make all at once payments which they must have made, under the old system, at considerable intervals of time, but rather whether this pressure is not amply repaid by the heavy debt in respect of the Abyssinian war being cleared off not only without the imposition of fresh taxes, but while other taxes are actually being remitted.

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THE BANKRUPTCY RULES.

No. I.

The General Rules and Forms under the Bankruptcy Act, 1869, were issued a few days ago—not an hour too soon. Some dissatisfaction has indeed been felt and expressed at the publication of these rules having been so long delayed, seeing that the system, a great part of which can be learned only from the rules, was actually to come into operation on the very day that these rules appeared. But it must be remembered that the very same fact which made these rules so important—namely, the vast number of questions left by the Act to be dealt with in the rules—made the task of preparing them proportionately laborious and responsible; and there were at the utmost but a very few months for the purpose; so that it would probably have been scarcely possible to have had all ready in much better time.

We have already pointed out that the Bankruptcy Act left it to the framers of the rules to decide to a great extent what the law of bankruptcy should be, to a still greater extent in what mode it should be administered, and an almost unfettered discretion as to the persons by whom it should be administered. The rules, as issued, deal with several subjects in the reverse order to that in which we have placed them.

As to the persons by whom the law is to administered, it will be remembered that the Legislature, pressed, we suppose, by the difficulty of deciding the question, took the simple plan of referring it to the Lord Chancellor and to the Chief Judge in Bankruptcy; and, therefore, section 67 of the Bankruptcy Act enacted that "the chief judge, and every judge of a local court, may, *subject, and in accordance with the rules of court for the time being in force*, delegate to the registrar, or to any other officer of his court, such of the powers vested in him by this Act as it may seem expedient for the judge to delegate to him." The Lord Chancellor and the Chief Judge in Bankruptcy, equally cautious with the Legislature, have simply declined to decide the question, and remitted it to every judge in bankruptcy to settle for himself. Rules 2, 3, and 4 are to the effect that any judge may delegate to a registrar any power given by the Act, except that of committing for contempt; the order of a registrar is to have the same force, and be subject to the same appeal as that of a judge; and the registrar may if he please refer any question to the judge. Those who framed the rules have therefore, in the most formal way, decided that, with the exception we have mentioned, the whole of the bankruptcy jurisdiction of the county courts may properly be delegated to the registrars of the court, and no one can complain of the judges of those courts if they do what most of them we are quite sure will do, that is, hand over the whole of their bankruptcy business to the registrars, and never interfere themselves except when the registrar thinks fit to reserve a point for them, or somebody has to be committed for contempt. The registrars in this case will have full power to decide the most complicated and difficult questions, both of law and of fact, and this without any limit of jurisdiction in point of amount. Now, we are far from saying that the registrars are not perfectly competent to decide such questions, though it seems to us somewhat hard upon them that they should be called upon to do so. But it must be observed that these are the same men who in ordinary common law actions, actions for butchers' and bakers' bills and the like, are not allowed to determine the pettiest disputed question, and whose competence to deal even with undefended cases was only found out by the Legislature less than three years ago. Can the spirit of paradox which pervades all county court legislation be more strikingly illustrated?

Such of the rules as relate to the forms and manner of procedure generally call for lit le remark. The really important rules are those which deal in detail with the various stages of a bankruptcy, and thus, in fact, make the law upon the subject.

We commence with the act of bankruptcy; the only thing as to which the rules seem to us at present to call for comment is the debtor's summons. To any one who read the Act carefully, it must have been pretty plain that the section which dealt with this (section 7) was one of the most important, as well as one of the worst framed of the whole Act. Rules 17 to 25, 41, and a few others, deal with the matter. Rule 41 makes the very necessary provision, that a man shall not be adjudicated bankrupt on the ground of not having paid or secured or compounded the sum claimed by a debtor's summons pending the trial of the question raised on the summons or after its dismissal; a precaution which in the Act itself it was not thought necessary to take. Another rule of extreme importance is Rule 25; but it is unfortunately not very happily worded. The Act says that after service of a debtor's summons the debtor may apply to set it aside, and, according to circumstances, the summons may be at once set aside; or, upon security for the debt being given, proceedings may be stayed to enable the questions raised to be tried. Rule 25 says that, where the proceedings are so stayed, the creditor must take proceedings for recovery of the amount claimed, and prosecute them without delay. Otherwise the summons must be dismissed with costs, but it does not say that the security shall be avoided. It seems pretty clear, however, that the security is intended to be in the form which stands No. 19 in the schedule, a given condition to pay not the sum claimed, but such sum as shall be recovered in proceedings taken within the proper time. This rule undoubtedly works a great improvement upon the section of the Act as to debtors' summonses. But the whole scheme is, we think, a very ill-conceived one; it provides for a debtor summons first and judgment after. It would have been much better to reverse the order, and require every summons to be founded on a judgment. The debtor's summons will probably in practice be used solely as a very favourable mode to the plaintiff of commencing an action at law. Hitherto the defendant has in some cases been entitled to obtain security for costs. For the future plaintiffs may commence proceedings by obtaining from defendant security for debt and costs.

The next steps, the rules as to which are of great importance, are the petition and adjudication. We are very sorry to see that in the form of adjudication given in the schedule the framers have not ventured to require, as we hoped they would have done, that the date of the commencement of the bankruptcy, the date to which title and everything else is to relate back, should appear upon the face of the adjudication. Such a requirement would have been of infinite service, but perhaps there was a danger that it might be thought *ultra vires*. The petition is to report the actual fact on which it is based, and is to be supported by affidavit; and the debtor may give notice of his intention to dispute any specific fact alleged. At the hearing of the petition, the disputed questions of fact are to be tried by evidence, which may be *viva voce*, or by affidavit. The hearing may, like other proceedings, be in chambers (Rule 5); and, as we have already pointed out, may be before the registrar.

The rules relating to proceedings subsequent to adjudication, we shall consider hereafter.

We must not, however, conclude these remarks without noticing that a decision by the Chief Judge has already been given upon the construction of two of these rules—viz., Rules 316 and 317. Section 20 of the Bankruptcy Repeal Act, 1869, provides that the repeal shall not interfere with any legal proceeding pending in bankruptcy or otherwise before the commencement of the Act, under any enactment thereby repealed. Rule 316 enacts that the Chief Judge shall have all the powers of the old bankruptcy courts and judges, as to any composition deed executed by a debtor, whether registered

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or in course of registration, on or before December 31st, 1869, in the same manner as he may, under section 20 of the Bankruptcy Repeal Act, 1869, deal with any other proceedings pending under any of the repealed enactments. In the case to which we allude (and which is reported in another column) a composition-deed executed by the debtor on December 30, 1869, was presented for registration on January 3, 1870. The registrar refused it, but the Chief Judge held that rule 316 enabled him to direct its registration. This decision will probably prove of considerable importance in the face of the recent hurry and rush to complete composition-deeds.

THE CONFUSION OF GOODS.

It has been said that the special dependence of our legal system on decided cases is attended by this disadvantage, that those branches of jurisprudence only, concerning which questions frequently arise in practice, can be reduced to a scientific system. The distinction is scarcely a very reliable one, since, whether the law of a State be judge-made or code-made, only those subjects which recur with some frequency will get drawn between the wheels of the legislative machinery. When, therefore, it is found that subjects which have been strictly dealt with by the codes of ancient and foreign polities are untouched by our own legal system, it is, at least, unsafe to jump to the conclusion that the weakness of our own system is thereby exposed. In some instances such silence is capable of the simple explanation, that in an altered state of society a particular class of questions does not arise. We do not, however, now propose to discuss the advantages and disadvantages in this respect of codes of law such as the Roman or French, but to notice, shortly, one class of cases upon which the civil law has been ample in its precision and our own very scanty; cases, too, which are certainly as likely to happen to merchants of modern Britain as to those of ancient Italy. We mean cases on the intermixture or confusion of goods. Where a question on this subject arises, our courts, finding little to assist them in the reports, are glad to turn to those foreign systems, more fortunate in this instance than our own, which possess scientific codes; and adopting from these codes just so much, considered not inconsistent with English principles, as is sufficient to meet the present demand, they give us one instalment of the law upon a rather complicated inquiry.

The subject, indeed, is one which is almost certain to occur to the mind of a jurist endeavouring to meet in a code all the conceivable conditions which may be imposed upon property; but the dearth of cases bearing on the question in our reports has led to a neglect of the matter in most English legal treatises. Several cases, however, occurring within the last few years show that as a practical branch of legal knowledge the confusion of goods cannot be neglected, and as a matter of theoretical jurisprudence it may, at any rate, be considered a good illustration of the characteristic subtlety of Roman law, and of the modification, which that law undergoes when brought into contact with English principles.

For the sake of perspicuity it may be well to suppose two persons only to be interested in the mixture, the rules requiring only a slight variation where the number is greater.

The term, "confusion of goods," is in English law applied to all cases in which the moveable property of one person has become indistinguishably mixed with the moveable property of another. Where the ingredients are distinguishable, a different question arises, determinable, when they cannot both be considered as principals, by the law of principal and accessory, which subject, though akin to this, should be kept distinct from it. Cases of confusion may be divided into classes distinguished either by the circumstances under which the mixing took place, or by the apparent effect of the mixing. The latter classification has proved peculiarly attractive to a certain habit of thought, and possesses the sham recommendation of apparently appealing to nature herself to determine the rights of property, and it is the one adopted by the Roman law in its division of the subject into cases of *commixtio* and cases of *confusio*, according as the substances intermixed were dry or liquid. Where there had been a *confusio*, it was thought that the particles of each liquid ingredient no longer remained distinct from those of the other, and the owners of the ingredients were held to be tenants in common of the whole in proportion to the respective values of their contributions. A *commixtio* or intermixture of dry goods on the other hand did not interfere with either owner's rights of property over the specific substance he had contributed. There was one exception to this latter class, going far to expose the weakness of the classification —namely, where solids were mingled by the consent of both parties, in which case each was considered as granting to the other a share of his own proprietary rights over his contribution, so that they were tenants in common of the whole (Just. Inst. 11, ss. 17, 20). Happily, our own English law threw out this distinction; and, indeed, it would be hard to imagine one more radically Philistine, or more calculated to foster chopped logic paid for by unremunerated suitors.

Upon the *commixtio* it may be observed that some solids are so minute in size and so similar in appearance, grains of wheat, for example, that it would be quite impracticable to effect an accurate separation of them, and, therefore, under the Roman law, the parties in these cases, although a *vindicatio* or real action lay by either against the other, were obliged merely to divide the mixture between them, so that the distinction in reality only affected the form of the action to be brought. The French Civil Code, avoiding the over-subtlety of Justinian, has altered the position of the line of demarcation, placing it between intermixtures easily separable, and intermixtures not divisible without great difficulty (Code Civile, II. 573). Bracton (II., 3, 2) (who took much from Justinian) makes the right of separate property depend upon the separable nature of the ingredients, except where the commingling is by consent, abandoning apparently, or misunderstanding, the distinction of the civil law or its commentators between liquids and solids. This distinction is, in fact, not recognised by English law, being not only useless in determining the rights of the persons interested, but false in the philosophy of nature. A deeper acquaintance with chemistry than that possessed in Justinian's days, discovers that the particles of wine and honey which have undergone a mere mechanical mixing, and are, therefore, not chemical compounds, remain as distinct, though in quantities of lesser bulk, as grains of wheat and barley when thrown together in the same corn-bin.

A classification more in accordance with the principles of English law, and based upon the obvious rule that the rights of parties should be determined by their own acts rather than by results for which they are not responsible has already received the sanction of Blackstone, and been faintly sketched by him (2 Comm. 390, 391). The circumstances under which a confusion of the goods of two persons may take place seem naturally to divide themselves into three heads (1) when the inter-mixture is by consent; (2) when it is by the act of one party only; (3) when it is accidental. Questions under the first head must, of course, be decided by the contract of the parties, in all cases where an express contract exists. Where there is no contract, it seems reasonable to imply from the act of mixing an intention that the parties should be tenants in common. We believe, however, that there is no decision in the reports on this point. Under the second head, when the mixture is by the act of one party only, we have a rule peculiar to the English law, which is remarkable both from the rather startling nature of its principle, and from the fact that it is only

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illustrated, as far as we know, by two old cases, and one or two other decisions in Lord Eldon's time. The rule referred to is that where one person mixes his property with that of another, under such circumstances as to make it afterwards impossible for that other to ascertain the amount of his own property, the latter is the proprietor of the whole without accounting to the former. Cases of this kind arise either from a fraudulent attempt so to confuse the boundaries of *meum* and *tuum* that the mixer may gain an advantage, or from pure wantonness; and the law punishes the iniquity of the one and the folly of the other by giving the whole mixture to the person whose dominion is invaded. The earliest case is *Stock* v. *Stock*, Popham, 38, where the plaintiff, in order "to be more sure to have the action passed for him," mixed his own hay with certain hay of the defendant's, whose title to it he seems to have disputed, and the defendant carried off the whole. It was thereupon held by all the Court "clearly the defendant shall not be guilty for any part of the hay." The report goes on to distinguish the case from one of adjunction, where the separate property is distinguishable, and also remarks that if the plaintiff had carried off the defendant's hay to his house and mixed it with his own the defendant could not have seized the mixture, but would have been put to his action. The other old case is *Ward* v. *Eyre*, Cro. Jac. 366, in which the plaintiff and defendant were "at play," at some game of chance no doubt, and the plaintiff mixed his heap of money with the defendant's, and the defendant carried off the whole. It was held that the defendant could not be called on to account. Both in the case of the hay in dispute and the money won by gambling it is clear that the person without whose consent the mixture was made could not be certain as to the exact amount of his own property before the mixture; and this apparently is the gist of the matter. In *Lupton* v. *White*, 15 Ves., 442, Lord Eldon appears to lay down that where a mixture of this sort has taken place it lies on the mixer to distinguish the different properties, and that if he is unable to do so the whole belongs to the other. It should be stated that the rule in question is not allowed to prejudice the rights of creditors (*Ex parte Townsend*, 15 Ves. 470).

The third head—when the intermixture takes place by accident—is not we believe illustrated in the reports until *Buckley* v. *Gross*, 11 W. R. 464, a case which arose out of the great Tooley-street fire in 1861.* The melted tallow and oil from the warehouses of several persons had flowed into the sewers and thence into the Thames where it was collected and sold to the plaintiff who however was deprived of its possession by the police, and the oil was ultimately sold to the defendant. The plaintiff argued that, since the confusion, the oil no longer belonged to the respective warehousemen, but must be considered as derelict, but Blackburn, J., held that the warehousemen were tenants in common of the mixture. A still more recent case, that of *Spence* v. *Union Marine Insurance Company*, 16 W. R. 1010, decides that where bales of cotton insured by the plaintiff were shipwrecked, and their marks, together with those of bales of other persons, obliterated, so that the plaintiff's bales could not be distinguished, he was not entitled to recover as for a total loss, he being considered as a tenant in common with the other shippers of all the bales of cotton, the marks of which were obliterated, in the proportion which the number of bales originally shipped by him bore to the whole number on board. This case, which lays down the law that an accidental confusion of goods makes the contributors tenants in common of the whole in the proportion of their original shares, must now be considered the leading case upon the whole subject.

* In *Jones* v. *Moore*, 4 Y. & C. 351, oil leaked from the casks of various owners had been pumped up in one indistinguishable bulk; but here the owners had *agreed* to share the mass as tenants in common in proportion to their respective losses.

RECENT DECISIONS.

COMMON LAW.

DISSOLUTION OF CONTRACT BY DEATH—MASTER AND SERVANT.

Farrow v. *Wilson*, C.P., 18 W. R. 43.

The short point decided in this case is that the contract of service between a master and servant is put an end to by the death of the master. The general rule on the subject is laid down in the judgment of the Court—viz., "that the death of either party puts an end to such contract for personal service unless there is a stipulation express or implied to the contrary."

The principle of the decision is not new, but has been frequently recognised before, as for instance, in *Beast* v. *Firth* (17 W. R. 29), where a covenant of service in an apprenticeship deed was held subject to the implied condition that the apprentice should be in a state of ability to perform the covenant, and it was decided that the illness of the apprentice was an answer to an action on the covenant. To the same effect also are the cases *Taylor* v. *Caldwell* (11 W. R. 726), and *Tasker* v. *Shepherd* (9 W. R. 476).

The precise point in question in *Farrow* v. *Wilson* seems, however, not to have been before decided.

MUTUAL CREDIT—AUTHORITY TO SELL GOODS.

Astley v. *Gurney*, Ex.Ch., 18 W. R. 44.

It has long been established by statute that where there are "mutual credits or mutual debts" between a bankrupt and another person, one debt or demand may be set off against another. That is, one who is both debtor of a bankrupt and has also claims upon the bankrupt is not obliged to pay his debt in full, and then prove for the amount of the bankrupt's debt to him, but may set off one demand against the other, and prove for or pay the balance alone. This right was first given long ago, but it now depends upon section 171 of the Bankruptcy Act, 1849.

As may be easily imagined, it is often difficult to say what dealings between a bankrupt and another person come within the terms "mutual credits" or "mutual debts." Two modern cases show very clearly the principle which guides the Courts in the construction of section 171.

In *Young* v. *The Bank of Bengal* (1 Moo. P. C. 150) securities were given to the defendants, creditors of the bankrupt, with power to sell them if default were made by the bankrupt in paying a debt. It is clear that on this state of facts a debt might or might not be the result of the dealings. Default was not made in payment of the debt, and the Court held that there was no mutual credit, as it was not contemplated that a debt should arise in the ordinary course, but, on the contrary, that the original debt should be paid, and that the securities should be returned.

In *Naoroji* v. *The Chartered Bank of India* (16 W. R. 791) the defendants, creditors of the bankrupt, had received from the bankrupt bills for collection. This was held to be a case of mutual credit, because although the authority to collect the bills given to the defendants might have been revoked, yet, as it was not revoked, and as the transaction primarily contemplated a collection of the bills, the direct object of the dealing was to create a debt from the defendants to the bankrupt. It will be seen that there is no conflict of principle between these two decisions.

In *Astley* v. *Gurney* the defendants, creditors of the bankrupts, accepted bills for the bankrupts, and received from them certain coffee and cotton, as security in case the bankrupts should fail to provide funds for the payment of the acceptances. Subsequently the bankrupts gave the defendants a power to sell the coffee and cotton.

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The cotton was sold under this power, and realised sufficient to pay the acceptances. The bankruptcy then occurred, and afterwards the defendants sold the coffee, and claimed to retain the proceeds of this sale against the original debt due from the bankrupts.

It was clear that the original transaction did not amount to a mutual credit, and also that the dealing with the cotton under the circumstances that occurred did come within section 171. The substantial question was as to the proceeds of the coffee, and this depended upon the effect of the power of sale given by the bankrupts. If it was a mere direction to sell, and revocable after the acceptances had been provided for, and if the bankrupts retained the right to the property on paying the acceptances, it would not have been a case of mutual credit, as then it would fall within the principle of *Young* v. *The Bank of Bengal*. If, however, the power was irrevocable, and the bankrupts gave up all right to have back their property, there would be a mutual credit under the principle of *Naoroji* v. *The Bank of Bengal*. The majority of the Court, Kelly, C.B., dissenting, held, appoving the decision in *Naoroji* v. *The Chartered Bank of India*, that the latter was the true construction of the arrangement, and that the dealing with the coffee was a case of mutual credit.

This decision turned rather on special facts than upon any disputed principle of law, but we notice it, because it illustrates very well the kind of question that has frequently arisen under section 171, and because the approval by the Court of *Naoroji* v. *The Chartered Bank of India* gives to that case the authority of a decision of the Exchequer Chamber.

We also notice this case for the purpose of drawing attention to one of the many alterations that the new Bankruptcy Act that came into operation on the 1st of January has introduced into the law of bankruptcy.

The new statute repeals the Bankruptcy Acts at present in force, and with them section 171 of the Act of 1849, concerning mutual credits and mutual debts. The provisions of section 171 are re-enacted in section 39 of the new statute, with an important addition—section 39 gives a right to set-off "when there have been mutual credits, mutual debts, *or other mutual dealings*, between the bankrupt and any other person" proving under the bankruptcy. The words "or other mutual dealings" are new. They are not in section 171, and it would seem that they have been added for the purpose of meeting cases like *Astley* v. *Gurney*, where there are, in fact, mutual dealings, but not necessarily mutual credits or mutual debts. Most of the decisions on the mutual credit clauses of the Bankruptcy Act will, therefore, be of no value in construing the corresponding section in the new statute.

Liability of a Husband on his Wife's Contracts —Necessaries.

Richardson v. *Dubois*, Q.B., 18 W. R. 62.

Great confusion of thought is often observable in discussions as to the liability of a husband on his wife's contracts, and we believe it might be said, without exaggeration, that this is chiefly caused by the use of inaccurate phraseology.

It is commonly laid down, and the dictum is found in judgments, that a wife has an implied authority to bind her husband by a contract for necessaries. This is a misleading proposition, unless carefully explained and limited.

A married woman can either bind her husband by contracts authorised by him, or by contracts for necessaries. Her power as an agent to contract is like that of any other agent, limited by her authority. She has neither more nor less power than any other agent whom her husband might employ to make contracts for him. The rules of law by which a man may be bound by his wife's contracts as his agent are not in any way peculiar to the relation of husband and wife, but depend solely upon the general law of principal and agent. The fact of marriage does not *per se* make the wife the agent of the husband, although in some cases there is a presumption during cohabitation that the wife has authority to contract, as explained in *Jolly* v. *Rees* (12 W. R. 473) and *Harrison* v. *Grady* (14 W. R. 139). This presumption however, may be rebutted. Subject to this presumption, a wife's authority must be proved as that of any other agent. It is clear that in these cases no question can properly arise as to whether the contracts are or are not for necessaries. If she was authorised to contract, the contract is that of the husband, who is therefore bound. If she was not authorised he is not bound, as it is not his contract.

A husband is also liable for contracts made by his wife for necessaries. It almost follows as a matter of course, from the use of the word "necessaries," that if the wife is fully supplied with all she is entitled to, she cannot bind her husband by any contract for necessaries (except as agent), because she is not in want of anything that is necessary. This right to bind her husband is sometimes, and indeed generally, treated as a sort of authority implied by law, which the husband cannot revoke. It would, however, be more accurate to treat it as a consequence of the husband's legal duty to provide his wife with necessaries. If he fails to do so, and they are supplied by a third person, such third person is entitled to treat the transaction as if made with the husband, and the necessaries supplied to him, and therefore to recover payment from him. A husband cannot deprive his wife of this right to be supplied with necessaries. He may supply them himself, but if he fails to do so he is liable to pay any person who does supply them.

In *Richardson* v. *Dubois* the plaintiff did certain repairs in a house for the wife of the defendant, who was a lunatic. The wife was sufficiently supplied with money for all necessary purposes, including the making of the repairs in question, which were necessary repairs. It was of course held that the plaintiff could not recover. The wife had no authority in fact from her husband, who, being a lunatic, could not contract, and as she was already supplied with all necessaries her husband could not be liable for any contracts not authorised by him. It is somewhat surprising that the case should have been argued at all, but there is no doubt that the obscurity which too often prevails in the judicial enunciation of the principles applicable to these cases necessarily tends to create litigation. Careless expressions and ill-considered *dicta* frequently give an appearance of authority to an argument which is not at all supported by the decisions from which such expressions and *dicta* are gathered.

ADMIRALTY.

Right of Action—Consignee named in Bill of Lading—Passing of Property.

The Nepoter, 18 W. R. 49.

Before the Bills of Lading Act (18 & 19 Vict. c. 111), the indorsee of a bill of lading could not maintain any action for breach of the terms of the bill of lading, because the contract was not made with him and could not be assigned to him. This was so even when the whole property in the goods comprised in the bill of lading vested in the indorsee by a sale of the goods, and when no one but the indorsee was injured by the breach of the bill of lading. Such an indorsee might sue in trover if the goods were improperly withheld, or in any other action depending on the right of property alone, because he had the full right of property in the goods, but he could not sue on the contract contained in the bill of lading.

18 & 19 Vict. c. 111, s. 1, gives to consignees named in bills of lading and to indorsees "to whom the pro-

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perty in the goods therein mentioned shall pass upon or by reason of such consignment or indorsement" the same rights and liabilities as if the contract had been made with themselves. In other words this statute rendered bills of lading negotiable instruments which can now be transferred at will by indorsement.

The Admiralty Court Act, 1861 (24 Vict. c. 10, s. 6), gives the Admiralty Court jurisdiction over "any claim by the owner, or consignee, or assignee of any bill of lading of any goods," &c., &c.

The question in the *Nepoter* was whether consignees, mentioned in a bill of lading, to whom the property in the goods had not passed, could sue under section 6 of the Admiralty Court Act. This point had arisen before and been decided by Dr. Lushington in the *St. Cloud* (Bl. & Lush. 16) who held that "any claim" mentioned in section 6 means "any claim existing independently of this Act" and as an assignee could have no right of action on the bill of lading except under 18 & 19 Vict. c. 111, and as that statute does not apply where no property passes to the indorsee, therefore a lien indorsee, to whom no property passed, could not maintain a suit under section 6 of the Admiralty Court Act, 1861.

Sir R. Phillimore refused to follow this decision, and held that a nude assignee might maintain a suit under section 6 of the Admiralty Court Act, 1861, on the ground that there was nothing to show that the provisions of 18 & 19 Vict. c. 111—viz., that the property in the goods must pass to the indorsee to give him a right of action, was imported into the Admiralty Court Act, 1861. On this view of the law it was not necessary to decide whether the plaintiffs in this case had any property in the goods; but Sir R. Phillimore expressed an opinion, on the evidence, that sufficient property had passed to them to satisfy 18 & 19 Vict. c. 111.

The case also decided a question on the construction of the bill of lading, which was for casks of sugar, and provided that the defendants should be "not liable for leakage." During the voyage some barrels of sugar leaked, and the sugar that so escaped accumulated, through the negligence of the master, about the plaintiffs' casks, for which the bill of lading was given, and caused the plaintiffs' sugar to heat.

It was held that this was not an injury by "leakage" within the meaning of the memorandum of the bill of lading, and that the defendants were, therefore, liable for the damage which was caused by the negligence of the master.

This decision follows the well-known rule that the proximate cause of damage must be looked to and not the ultimate cause. The immediate and proximate cause of this damage was the accumulation of the drainage of sugar about the plaintiffs' casks, and not leakage which was a remote, and need not have been a necessary cause of the damage.

There was no difficulty about the last point, but the question as to the construction of section 6 of Admiralty Court Act, 1861, is much more important. The meaning of that section is now doubtful in consequence of the conflict between the *St. Cloud* and the *Nepoter*, and must so remain until there is further judicial decision on the point.

COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868, ss. 3, 9—COSTS.

The Young James, Adm., 18 W. R. 52.

We have had occasion more than once to point out the careless way in which the County Courts Admiralty Act, 1868 (31 & 32 Vict. c. 71), has been drawn. It contains even more than the average number of blunders which may be expected in an English statute. Of course the result of this carelessness is expensive litigation, which care and attention might have rendered unnecessary. The *Young James* is one of the first cases under this statute, and arose upon the 3rd and 9th sections, which regulate the right to costs. Section 3 gives jurisdiction to county courts in, amongst others, "any claim for damage by collision in which the amount claimed does not exceed £300." Section 9 enacts that a plaintiff in the Admiralty Court recovering there less than £300 in a case over which a county court had jurisdiction, "shall not be entitled to costs, and shall be liable to be condemned in costs, unless the judge before whom the cause is tried or heard shall certify," &c.

The plaintiff in this case claimed, in a suit in the Admiralty Court, £1,000. The plaintiff had suffered, in fact, damage to about that amount in consequence of a collision between his and the defendant's vessel. The defendant paid into court £252, and alleged that his liability was limited to this amount by section 54 of the Merchant Shipping Act, 1862, which restricts the amount of damages payable by shipowners for injuries done by their vessels to other vessels to £8 for each ton of the wrong-doing ship's tonnage, unless there has been personal negligence on the part of the owners.

The plaintiff accepted the money thus paid into court, which was less than the amount over which county courts have jurisdiction.

It was decided that the plaintiff was entitled to his costs without a certificate, on the ground that he had a substantial *bonâ fide* claim for more than £300, and that he was therefore entitled to sue in the Admiralty Court, although the defendant could reduce this claim below £300 if it appeared that the facts brought the defendant within section 54 of the Merchant Shipping Act, 1862. Sir R. Phillimore likened the case to one of set-off, where the plaintiff has a claim which could not be enforced in a county court, but which is reduced by the defendant's cross claims to an amount over which a county court has jurisdiction. In such a case it has been decided that the plaintiff is entitled to costs. (*Woodhouse* v. *Newman*, 7 C. B. 666).

It was also argued that the judge could not grant a certificate, as the cause had not been "tried or heard" before him, but had been stopped before it reached that stage. The decision rendered it unnecessary to consider this point, upon which Sir R. Phillimore gave no opinion.

This case will be an authority for the practice in the three superior courts, as well as in the Admiralty Court, as section 9 of the County Courts Admiralty Act applies to them as well as to the Court of Admiralty. The direct decision is, that for the purposes of costs, under the County Courts Admiralty Act, 1868, the amount of a claim which may be reduced under section 54 of the Merchant Shipping Act, 1862, is to be considered irrespective of such possible or probable reduction. The principle of the case, however, goes further than this, for the *ratio decidendi* is that the words "proceedings which might be taken in a county court" (the words used in section 9) mean proceedings which at the time of their commencement might have been reasonably and properly commenced in a county court. That is, that the ultimate result of the proceedings is not to decide where they should have been commenced, but that the circumstances existing before the commencement may be examined. In other words, that a plaintiff having a *bonâ fide* claim for more than £300, although he recovers less than that amount, yet he is entitled to his costs without a certificate.

The principle of this decision gets rid of one of the many serious difficulties in the statute. In the General County Court Acts there has always been a margin left between the amount over which the county court has jurisdiction and the sum which will entitle a successful plaintiff to costs. The county courts have a common law jurisdiction to the amount of £50, and by the last General County Courts Act of 1867, if the plaintiff recovers £10 in an action of tort, or £20 in one of contract, he is entitled to costs. By the County

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Courts Admiralty Act, 1868, no such margin is allowed. If the plaintiff does "not recover a sum exceeding the amount to which the jurisdiction of the county court is limited," he is not entitled to costs. If the amount finally recovered were the test of the jurisdiction of the county court under section 3, the plaintiff would be deprived of costs if he recovered in the Admiralty Court £299, although he might have had good reason for believing that he was legally entitled to and could recover over £300. The construction now put upon section 3 prevents the possibility of such a ludicrous result.

REVIEWS.

The Commentaries of Gaius on the Roman Law, with an English Translation and Annotations. **By FREDERICK TOMKINS, Esq., M.A., D.C.L., and WILLIAM GEORGE LEMON, Esq., LL.B., of Lincoln's Inn, Barristers-at-Law. Part 2, completing the work. London: Butterworths, 7, Fleet Street.**

In consequence of the completion of this edition of Gaius by the publication of the second part we have now for the first time that author before us in an English dress and accompanied by explanatory English notes. The want of such an edition has been hitherto much felt by English students, who have had to find their way through the Commentaries of Gaius without those facilities which have been afforded to the readers of Justinian's Institutes. No work in English on the civil law could be more welcome than one which would supply these wants, and we are therefore predisposed to receive favourably such an edition of Gaius as is promised by the title page of Messrs. Tomkins and Lemon's book.

When the first part of the Commentaries appeared we noticed the general plan of the edition, and we expressed our opinion (13 S. J. 499) that the portion then published possessed considerable merit, both in the translation and in the notes, but that the value of the latter was very seriously diminished by a want of systematic arrangement and clearness of expression. There were in addition some minor faults which, although not perhaps seriously affecting the intrinsic merit of the book, at all events lessened its value to those who are not already familiar with the questions discussed in the notes. We mean such errors as the careless and inaccurate employment of technical words, and the statement of legal propositions without the limitations to which they are subject. There were, besides, a most unusual number of misprints and trivial mistakes, the evident consequence of want of care in revision.

What we then said concerning the first part is, to a great extent, true of the second part. We find in this second part an accurate translation (although not entirely free from slips) and notes which display considerable knowledge and industry. These notes might, however, have been rendered much more valuable by a more judicious arrangement of the same materials, but as they now stand some of them are simply useless as explanations. The way in which the subject of Actions is treated shows very well what we mean. The first 138 paragraphs of the fourth book of Gaius deal with this subject. It is obvious that a note at this portion of Gaius might be most useful, if it gave a concise explanation of the nature of and a sketch of the history of actions. Or the authors might have strictly confined themselves to their usual practice of inserting their explanatory notes immediately under the paragraph that seems to require explanation, without venturing upon anything like an independent essay. Each plan would have its advantages—neither plan has been fully adopted. Immediately after the first paragraph there is a note of nineteen pages about actions, but neither the nature nor the history of actions is dealt with in an intelligible manner. The note touches on both subjects, but very insufficiently. We are told that "the claim which a man has to the protection which the state affords to his person and property is denominated his right of action." This is a bad definition of a right of action to start with, and it is followed by a confused statement that a man may always exercise his right, but that this is subject to modifications.

Roman civil process is then divided into two periods, separated by the reign of Diocletian, but not a hint is given as to the change introduced about the time of Diocletian, which is the cause why this divis on into two periods has been adopted. So also there is no explanation of the meaning of "*legis actiones*" or of "*formulæ*," each of which is incidentally noticed once only. The different steps in the process of an action are thus given: "The first part of the process until the sentence was divided into two principle parts: first, the Instruction, and second the Proof." This is not a very intelligible description, and it is not made much clearer by what follows. There is a great deal in the note about the "*prætor*," "*judices*," "*centumviri*," "*recuperatores*," "*arbitri*," and other officers, but that which is above all needful in this part of Gaius, viz., a clear and concise description of the ordinary course of Roman civil process, and of one or two of the chief changes which had taken place at different epochs, is not to be found. The last three pages of this note are very characteristically devoted to a discussion of the Roman calendar, a subject admittedly obscure, and here very much out of place. In short, it is not too much to say that no person unacquainted with the subject would derive any benefit from reading the confused mass of information which constitutes this note.

We have purposely selected the subject of actions for examination because it is the most important one treated of in this second part of Gaius, and because it is discussed at considerable length in the notes. The omissions which we have noticed are not caused by any want of knowledge on the part of the editors. The points omitted in one place are generally found somewhere else, but in no one place have we found any subject of importance clearly and sufficiently discussed. The information given in one note has generally to be supplemented from other notes on other subjects. *Formulæ*, for instance, and the different divisions of the *formula* are mentioned in the notes before the meaning of the word or the nature of the proceeding is dealt with. So also with the *legis actiones*, concerning which it is stated (at p. 589) that "the *lex Ebutia* put an end to the *legis actiones*," which expression is explained at p. 645 to mean that the *legis actiones* were not put an end to by that *lex*, but that the use of them died out gradually, and the *lex Ebutia* serves only as a landmark in the history of these actions.

All the longer notes have these faults to a greater or less degree, as in the note on interdicts at p. 741 *et seq.*, and on delicts at p. 546 *et seq.* The note at pp. 529, 530, concerning mandate, is almost a repetition, in somewhat different phrases, of the preceding note at pp. 527, 528. The note at p. 512 is absolutely meaningless in consequence of the careless way in which it is worded.

So far we have had to point out only defects, but in one respect we are glad to notice an improvement on the first part—viz., in the way in which the proofs have been revised. There are on the whole fewer errors of mere carelessness than in the first part, and also there are fewer strange and unknown words, although there still remain some which might be expunged with advantage, such as "talion," "processual," &c.

On the whole, this edition of Gaius is a useful addition to English works on the civil law, and it will be serviceable to many who cannot refer to foreign books on the subject. It is, however, in consequence of the defects we have noticed, by no means a good book for those who do not yet know anything of the civil law. It wants entirely that clearness of exposition which is so necessary for beginners. This evil might be much diminished, if not altogether obviated, by a thorough revision of the materials already collected. It is order, and not matter, that is wanted. If the book should ever reach a second edition we hope that more justice will then be done to the valuable materials already collected.

Sir Thomas Tilson, formerly a solicitor of the City of London has resigned the chairmanship of the Surrey Quarter Sessions, which he has held since 1867. At a recent meeting of the Surrey Bench, the following resolution, proposed by Earl Lovelace, was unanimously adopted:—"That this court has received with deep regret the resignation of Sir Thomas Tilson, Knt., and that the magistrates now present beg to tender their cordial and sincere thanks to him for the able and meritorious manner in which he has conducted the business of the county at the General and Adjourned Sessions, over which he has so long presided—first as deputy, and in later years as principal chairman.

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COURTS.

BANKRUPTCY COURTS.

LONDON.

Dec. 31.—This day Mr. Commissioner Winslow, took his seat for the last time, when the following addresses were delivered:—

Mr. Bagley, on behalf of the bar, said Mr. Winslow's zeal and devotion in the discharge of his duties as a registrar, and his intimate knowledge of the law and practice of bankruptcy, had pointed him out as eminently qualified to fill the office of commissioner when a vacancy should occur. And his appointment amply and speedily justified the expectation then entertained. All were convinced that he possessed judicial as well as administrative abilities of a high order. He (Mr. Bagley) would not express on this occasion any opinion as to the wisdom or expediency of the legislative arrangements by which, in the prime of life and with undiminished energies, the public are about to lose the benefit of Mr. Winslow's services. He offered in behalf of the bar the expression of their sincere esteem, and thanks for his uniform kindness and consideration. In all their experience there had been no incident that could be considered disagreeable in the whole of their intercourse. (Applause.)

Mr. Lawrance, on behalf of the solicitors, said he could not conceive a more lamentable waste of great judicial power than the depriving one of the greatest commercial tribunals of this country of Mr. Winslow's judicial talents He regretted that with administrative faculties fully matured, and at the very height of his energies, Mr. Winslow should, while yet a young man, be required to retire into private life. He dwelt on Mr. Winslow's care and accuracy when registrar, and his strictness, without injustice, as taxing master. Mr. Lawrance concluded as follows:—Sir, I may venture to say, but it is not very much to boast of, that I am the oldest living practitioner in bankruptcy, but I have no recollection (extending now over a series of years), of a court so satisfactorily constituted in all respects, and in all its branches as this has been during the period of your incumbency. What is in the future we know not We as faithful subjects must do the best we can to give effect to the new statute—we must learn to look at its difficulties manfully, and to do the best we can to surmount them; but I do very sincerely regret as the gravest and greatest of all changes effected by that measure, that it will deprive us of your judicial services, and of those of our esteemed, and I may venture to say our venerable and venerated friend, Mr. Holroyd. (Loud cheers.)

The COMMISSIONER.—Mr. Bagley and Mr. Lawrance, I thank you both very heartily for the kind expressions which you have on your own behalf and on behalf of others made use of towards me. It is now approaching twenty-eight years since I first entered upon the performance of my duties in bankruptcy. It gives me no small satisfaction that at the end of so many years of my public life, my conduct permits being spoken of in the kind manner in which you who are so able to judge of it have expressed yourselves. I feel, however, that if I have in a measure performed my duties satisfactorily, it has been quite as much from the assistance which I have received from those around me—from the members of the bar and from the members of the other profession who have practised before me. I really cannot recall anything unpleasant—any expression, act, or deed, which was unseemly in all our intercourse, and I shall ever look back upon it with satisfaction. It would, indeed, be ungrateful if I were to forget the services of the officers of the court—my colleague the senior Commissioner especially. To him I owe very much. To my two registrars who have been most painstaking and have at the very greatest personal sacrifice assisted me whenever I wished to have the business of the Court dispatched with unusual rapidity. To my official assignee and my messenger and his clerk, and last I would not forget my usher, who has been of much service to me as my secretary and clerk of the court, and who has besides his own duties sometimes been assisting in more courts than one. To all these I owe very much. I thank you again for all you have kindly said about me. I wish you all in the administration of the new law upon which you are about to enter, not only much personal advantage, but I hope you will have the highest gratification which arises from the knowledge that you are assisting in the true real administration of equal justice between creditor and debtor—the like gratification to which it has been impossible to feel in the administration of this present Act of Parliament. With these observations I take my leave and wishing you all much future prosperity and happiness, I thank you once more for your kindness. (Applause.)

(Before the CHIEF JUDGE.)

Jan. 6th.—*In re A Composition Deed.*

A deed executed on December 30, 1869, *and tendered for registration on January* 3, 1870—*directed to be registered.*

On the 30th December, 1869, a debtor executed a deed of composition with his creditors, which he completed and tendered for registration on the 3rd of January. He tendered the deed for registration at the proper office, but the application was refused. Thereupon application was made to Mr. Registrar Brougham to direct the registration of the deed, on the ground that, the deed having been executed by the debtor before the statute expired although not completed until afterwards, it constituted pending business over which the court had jurisdiction. The registrar refused the application on the ground that the 317th rule defined the class of deeds within the description of "pending business," but the debtor having obtained leave to mention the matter to the chief judge.

Mr. Reed contended that under the 316th rule the Court could allow registration, and that the 317th rule must only be construed as a declaration, that in cases of deeds where the twenty-eight days had expired and the time had been enlarged, such deeds were within the meaning of Rule 316. Suppose a debtor executed a deed of assignment twenty-six days before the 31st, and the trustees took possession, their rights were vested and the statute could not destroy them.

The CHIEF JUDGE, referring to the 20th section of the 32 & 33 Vict. c. 83, which prescribed all rights in respect of business commenced before the 31st December, 1869, and having regard to the Rules 316 and 317, which defined the description of business called "pending business," held that the Court had power to direct the registration. His Lordship added that the 317th rule was merely a declaration that the deeds mentioned in it were included in the class of business described as pending.

Order for registration accordingly.

Solicitors, *Appleby & Co.*.

BIRMINGHAM.

Dec. 31.—This being the last day of the sitting of the Court, the barristers and solicitors practising in this Court had drawn up addresses to read to his Honour at the conclusion of the business.

Mr. Motteram, on the part of the bar, testified the regard they entertain for his Honour's character. He commented on the undisturbed temper, the equanimity seldom interrupted, the unwearying patience, the uniform and impartial attention, and the kindness and consideration displayed by his Honour during his judicial career. The termination of their professional connection was regarded by all as a subject of sincere and unfeigned regret. They begged him to accept their cordial and sincere wishes that he might enjoy health and happiness in repose; and hoped that he would sometimes think kindly of those who would ever regard him with affectionate interest, and would long remember the admirable manner in which he at all times combined the courtesy of the gentleman with the learning and ability of the judge. (Applause.)

Mr. Griffin, on the part of the solicitors, said the practice of the bar had been confined almost entirely to public business, whilst the other branch of the profession had, in addition to this, had to conduct the practice in chambers, where so many tedious and technical questions had arisen. On account of his Honour's great personal kindness and consideration to this as well as in the public business, he heartily concurred in the expressions of his learned friend."

His HONOUR (Mr. Commissioner Sanders) replied as follows:—Gentlemen, I am almost overcome with the kindness of the addresses both of Mr. Motteram, on the part of the bar, and of Mr. Griffin, on the part of the solicitors. I should be unfeeling, indeed, if I did not regard with pride and pleasure the tokens you have given of the appreciation of my poor services during the eleven years that I have had the honour of a seat on this Bench. I believe that on the whole the business of this

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Court has been conducted with effectiveness and regularity; but I am far from attributing or arrogating to myself the merit of having been to a great extent the cause of it. The duty of a judge is to act with justice and impartiality to all, and that duty I have, to the best of my ability, indeavoured to fulfil. But the practitioners in a court have it in their power to facilitate or to impede materially the business of the Court. I am happy to say,—and I consider myself most fortunate in being able to say—that I have been assisted skilfully and effectually by all those whom I have had the pleasure of seeing practising before me. The spirit of courtesy which has existed between us all has, no doubt, much softened the difficulties of our respective labours. My career here is at an end, and I deeply regret that I must part with you. I shall ever remember with satisfaction the period in which I was in association with you. In bidding you now farewell, I wish you a happy new year, and as much success as it is possible for you to attain under the altered circumstances of your positions. Whether the alteration will bring with it success or not to all or many of you it is impossible for me to guess; but I sincerely hope, and do indeed trust, that you will none of you suffer from the change, but that, on the contrary, the success you have achieved in your old career will follow you persistently in your new. Once more farewell.

APPOINTMENTS.

Mr. THOMAS MALLAM, solicitor, of Oxford, has been appointed Clerk to the Magistrates of that city, in the room of the late Mr. Henry Jacob, deceased. Mr. T. Mallam is the senior member of the firm of Messrs. T. & G. Mallam, of High-street, Oxford.

Mr. A. H. HUNT, Solicitor, of Romford, Essex, has been elected Clerk to the Guardians of the Orsett Union, in the place of Mr. North Surridge, solicitor, who has resigned. Mr. Hunt has been for a few years in partnership with Mr. Surridge, and fills the office of vestry clerk of Romford.

Mr. FREDERICK JAMES CHESTER, solicitor, of Newington Butts, Surrey, has been appointed Clerk to the Newington Vestry, in the place of his late brother, Mr. Henry Chester, who met his death by a fall in the Alps a few months ago.

GENERAL CORRESPONDENCE.

*** We shall be happy to print bankruptcy decisions of importance, from the county courts, with which practitioners may favour us.

The unusual length of the list of bankruptcies and the necessity of printing the scale of fees and costs just published, obliges us to postpone several other letters.

If M. W. will comply with our requirements by sending us (not necessarily for publication) his name and address, we will print an answer to his letter.

JURISDICTION OF THE COUNTY COURTS.

Sir,—The fourth question put forth by the Judicature Commission is as follows:—

"Ought the enactments giving power to the superior courts to send cases to the county courts, to be amended, by allowing an order for that purpose to be made at any time after the issuing of the writ on the application of either party?"

The form of the above query furnishes the best internal evidence that the learned Commissioners have had their attention only partially directed to the evils arising from the existing legislation; and I shall, therefore, probably do some little service, if I point out in this letter a few of the principal anomalies connected with the subject. The enactments in question are four, three of which relate to actions at common law, and one to suits in equity. I will first contrast the two, which are respectively embodied in section 26 of 19 & 20 Vict. c. 108, and section 7 of 30 & 31 Vict. c. 142. Both these sections are confined to actions of contract, where the debt or balance claimed does not exceed £50, and both confer power on any superior judge to send such actions to the county court for trial. But here all similarity ceases between the two enactments; for, while by the one the judge can act "on the application of either party," by the other he has no power to interfere except at the instance of the defendant. Under the former section the application cannot be made until "after issue joined," under the latter it must be made, if at all, "within eight days" from the service of the writ. Again, by the first Act, the cause may be sent to *any* county court, and the judge may impose "such terms as he shall think fit;" but by the second the proceedings must be transmitted to the special county court "in which the action might have been commenced," and the judge has no authority to impose any terms whatever. Under the Act of 1856 the order and issue, *without* the writ, are sent to the registrar of the county court, and, after the trial has taken place, a certificate of the result is remitted to the superior court, which alone is empowered to sign judgment. Under the Act of 1867 the order *with* the writ must be lodged with the registrar, and the cause is thenceforth retained by the local tribunal, and dealt with as an original county court plaint.

Doubtless these incongruities, when placed in juxtaposition, will appear sufficiently remarkable, but, in fact, they are less striking than what I am about to point out. They at least became law at different periods, there being an interval of eleven years between the two statutes But the contrasts to which I now call attention will be found in one and the same Act, and in all but consecutive sections. We have seen that section 7 of the Act of 1867 is confined to actions of contract for £50 or under, but section 10 of the same Act applies to actions of tort for any amount, however large. By the former section the defendant must apply for the removal of the cause within eight days after the writ has been served upon him, but by the latter the time for the application is as unlimited as the amount of the claim. In the one case the order may be made "by any judge at chambers," in the other it must be made "by a judge of the court in which the action is brought." By section 7 the county court selected must be that in which the action might have been commenced; by section 10 any county court may be ordered to try the cause. So long as the action be one of contract the judge may remove it to the county court at the mere instance of the defendant; but if it be an action of tort, he has no power to act unless the plaintiff fail to give security for costs, or to satisfy him that the case is "fit to be prosecuted in the superior court."

Then comes section 8 of the same Act, which relates to the transfer of equity suits from the Court of Chancery to the county court, and which has no family resemblance to either of the sections just referred to. The amount in dispute is not limited to £50, as in section 7, nor is it unlimited as in section 10, but the power to remove is made dependent on the fact that the property claimed does not exceed £500. Unlike section 7, this clause enacts, that the application must be made "to the judge to whose court the suit shall be attached," and unlike section 10, the county court in which the suit might have been brought, can alone be selected, and the plaintiff has no power to stay the transfer by giving security for costs, or by any other act. Again, unlike both sections, the application is not confined to defendants, but, as in the Act of 1856, may be made "by any of the parties," and unlike all the sections already noticed, the order may be made, if the judge thinks fit, without any application from either party, and in direct opposition to the wishes of both.

It is not difficult to perceive that enactments thus varied and inconsistent, though appearing in the same statute, must be the work of different hands, and of hands too, which have obviously acted on the maxim, better adapted to charity than to legislation, of not letting the left hand know what the right hand doeth. To attempt to reconcile the irreconcilable is a waste of energy, and the only sensible mode of dealing with these sections is to repeal them. A single enactment may

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then be framed applicable to all causes, which it may be thought desirable to remove from a superior court to a county court. I have no desire to poach on the manor of Mr. Thring, and to arrogate to myself the functions of a government draftsman, but I may be permitted to suggest, that the law should be drawn in such a form as to enable *any* party to *any* cause, involving *any* amount, which is brought in *any* superior court, whether of common law, equitable, or maritime jurisdiction, and with which the county court might originally have dealt had the sum in dispute been less, to apply at *any* time after the commencement of the action or suit, and on *any* reasonable grounds, to *any* judge having jurisdiction in respect of causes of a like nature, for the removal of the proceedings; and such judge should be empowered, in exercise of his discretion, either to send the case to *any* county court, with or without imposing *any* terms on the applicant, or to retain the case in the superior court with or without imposing *any* terms on the opposite party. In short, the greatest latitude should be afforded to the judge to deal with each case brought under his notice in the manner most conducive to the interests of the parties, and the furtherance of justice; and the only stipulation which I consider necessary to be made is, that the judge himself should judicially consider the matter, and should not hand it over, as I fancy is now sometimes done, to the master of the court who happens to be sitting in chambers. The inquiry whether a cause should be transmitted to a county court or retained where it is, will often involve a careful balancing of advantages and disadvantages, and this delicate duty ought not to be left to the vicarious discretion of an inferior functionary.

In the event of the alterations here proposed being carried out, or even in the event of the tenth section of the Act of 1867 being allowed to remain in its present unsatisfactory state, it will be almost an act of necessity to empower the county courts to deal *originally* with cases of malicious prosecution, libel, slander and seduction. For a law which forbids a plaintiff to commence proceedings in a county court in certain forms of action, and which yet permits a defendant to remove these very causes to the same tribunal after they have been commenced in a superior court, is so essentially absurd that it requires only to be pointed out to insure its correction.

I also venture to suggest, as a salutary amendment of the law, and as completing what I have to say on the subject of county court jurisdiction, that all causes which are now sent for trial before the under-sheriff, by virtue of writs of inquiry, should henceforth be transmitted to the county court, to be there disposed of. (See 3 & 4 Will. 4, c. 42, ss. 16, 18.) The sixth section of the Act of 1867 effected an alteration of a similar nature, but being apparently of a tentative character, it did not go far enough.

A Metropolitan County Court Judge.

The Judicature Commission.

Sir,—I beg to inform you that on the 11th inst. a deputation from the Liverpool, Manchester, Birmingham, Leeds, Newcastle and Bristol Law Societies had an interview with the Lord Chancellor upon the subject of the first Report of the Judicature Commission, and that at such interview the deputation urged upon his Lordship—

1. That it is desirable the Government should introduce bills in the ensuing session to carry out the recommendations in the first Report of the Judicature Commission.

2. That the Lord Chancellor be pleased to draw the attention of the Commission to the importance of local registries for the supreme court; and

3. That frequent sittings be held in some of the large towns, such as Liverpool, Manchester, Birmingham, Leeds, Newcastle, and Bristol, for the disposal of business in the supreme court.

I may add that his Lordship graciously received the deputation, and informed the delegates that legislation was intended this session.

Our Society think it important that members of the profession should be informed of this interview. I therefore take the opportunity of requesting the insertion of this note in your next number.

Albert T. Wright,
Hon. Sec. Incorporated Law Society of Liverpool.
Liverpool, Dec. 31, 1869.

The two Branches of the Profession.

Sir,—I think every solicitor who has the interest of the profession at heart must have welcomed the insertion in your journal of two such able papers as those of Mr. Lowndes, of Liverpool, and Mr. Saunders, of Birmingham, on the union of the two branches of the profession, or what is of greater importance to the public, the expediency of allowing solicitors to plead in the superior courts. In your last impression I have read a letter from "An Advocate" upon the same subject, in which I most cordially agree. Who can deny that in the superior courts we are held to be, as he puts it, a degraded race of mortals, when you yourself, Sir, in a most able article on the American minister's correspondence, wind up with that well accepted proverb, "no case, abuse the attorney?" Let me ask, Sir, for one moment, how came this saying to be a proverb? In this way. A man having dealings in business with another, at last falls out with him, and the other finds it necessary to refer him to his lawyer, who is, of course, an attorney. He goes to the attorney, without employing one himself, and attempts to negotiate with him. He finds the lawyer strictly protects his client's rights, but in a much cooler manner. He cannot understand this coolness, and will not be reasoned with, and immediately goes and instructs another lawyer without further ado to institute proceedings. In the middle of them he is advised that he has a bad case, but he cares not even if he spend every shilling he possesses. He is determined to punish the defendant and show up the attorney. He pays his money accordingly, and the brief is delivered. In it is detailed the various interviews with the attorney, his philosophic reception, his coolness, his indifference, his courage and audacity, his cunning. An irresponsible and ignorant barrister, with no other ability than to air his eloquence, is entrusted with the brief. The case opens thick and hotly upon the attorney, and a semblance of injustice is made out because he is made to appear as an offending party without cause, while his client, against whom the complaint is really made, is scarcely mentioned. What is the result? Notwithstanding all the temper, fire, and eloquence, the case goes against him because they do not touch the real merits; but what about the attorney? The counsel on the other side thinks it so immaterial that he does not think it worth while to vindicate him; but unfortunately the mud has been thrown, and some of it is sure to stick. The abuse, therefore, serves some purpose altogether foreign to the ends of justice, and might in some cases defeat them altogether.

It was some time before the Leeds Committee pressed the subject upon the attention of Mr. Justice Hannen, that I, in an humble effort, brought it before another legal society, but I regret to say with but an indifferent reception. Now, I am happy to say it is better understood and appreciated. No one can deny that the "abuse" we get does tend to degrade us as a class, and as it is totally unwarranted there is no reason why it should prevail. Why, Sir, no one would venture to denounce me or any other solicitor in a court where he can protect himself, and it is high time the gentlemen of the higher (? lower) branch should be taught that those whom they delight to run down are able to defend themselves. The fact of our being permitted to plead under the new Bankruptcy Act before a superior judge admits our competency, and if the profession would only throw away for a moment the false idea that the preparation of a brief pays better than the fee on it, and bring their legitimate influence to bear upon members of Parliament, our proper position in the community would be recognised at once.

A Solicitor.

Newcastle Bankruptcy Court.—The Lord Chancellor has authorised Mr. William Sidney Gibson, registrar of the Newcastle Bankruptcy Court, to continue in office for a limited time at Newcastle, in order to dispose of the pending business of the Court. The official assignee, Mr. Laidman, is also to continue, by the Lord Chancellor's desire, to act for a limited time as official assignee in all estates to which he has been already appointed. These arrangements, it is expected, will continue in force for two or three months.

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OBITUARY.

MR. HENRY BULLAR.

We have to announce the death of Mr. Henry Bullar, Recorder of Poole, who expired suddenly on the 5th January, at his residence, Basset Wood, near Southampton. The deceased gentleman was the last surviving son of the late John Bullar, Esq., of Basset Wood, by Susannah Sarah, daughter of the late Mr. Whatman. He was born on the 25th February, 1815, was called to the Bar at Lincoln's-inn, in June 1853, and went the Western Circuit, having previously practised for fourteen years as a special pleader. In October, 1864, he was appointed Recorder of Poole and a Judge of the Court of Record in that borough; he was also nominated a Justice of the Peace of the borough and county of Poole. The deceased gentleman was the author of "A Winter in the Azores" and "A Summer at the Baths of Furnas;" he likewise wrote a treatise, entitled "Prætors or Pleaders? A letter to the Attorney-General, with Practical Suggestions for the Amendment of Special Pleading."

MR. E. H. T. SNELL.

Mr. Edmund Henry Turner Snell, Barrister-at-Law, died at St. Thome, Madras, on the 28th November last, aged twenty-eight years. He was called to the Bar at the Middle Temple in June, 1867, having obtained a certificate of honour at the preceding bar examination. Mr. Snell was the author of "Principles of Equity intended for the use of Students."

MR. T. F. DEARDEN.

Mr. Thomas Ferrand Dearden, Coroner for the county of Lancaster, died at Rochdale on the 2nd January, in the sixty-eighth year of his age. The deceased gentleman was a younger son of the late James Dearden, Esq., Lord of the Manor of Rochdale, by Frances, daughter of the late Thomas Ferrand, Esq., of Thornhill, Yorkshire. His elder brother was the late Mr. James Dearden, F.S.A., a barrister, of Lincoln's-inn. The late Mr. T. F. Dearden began his professional career as a solicitor in 1823, and had filled the office of Coroner for the county of Lancaster since March, 1835, succeeding his uncle, Mr. Thomas Ferrand, who had held the appointment for forty years.

MR. G. F. JACKSON.

The death is reported of Mr. George Frederic Jackson, solicitor, of Plymouth, which took place on the 28th December, at the age of thirty-three years. The late Mr. Jackson took out his certificate as an attorney in Easter Term, 1859, and soon after entered into partnership with Mr. Courtenay Derry. More recently he became a member of the firm of Cleverton & Jackson, which was dissolved not long since.

MR. RUPERT CLARKE.

The Coronership for the county of Berks has become vacant by the death of Mr. Rupert Clarke, solicitor, who expired at Waterloo-lodge, Reading, on the 2nd January, in the sixty-second year of his age. Mr. Clarke was certicated as a solicitor in Trinity Term, 1830, and was Coroner for Berks for many years.

MR. R. MOORE.

Mr. Richard Moore, solicitor, of Kirkham, Lancashire, died in London, on the 2nd January, at the age of forty-nine years. The late Mr. Moore was certificated as an attorney in Trinity Term, 1844, and was Clerk to the Magistrates of Kirkham, Registrar of the County Court there, and clerk to the Local Board of Health. According to the *Law List*, he was the only solicitor practising at Kirkham.

MR. G. F. ABRAHAM.

The death of Mr. George Frederick Abraham, a venerable London solicitor, took place at his residence in Mansfield-street, on the 3rd of January, having attained the advanced age of eighty-eight years. Mr. Abraham was one of the oldest members of the profession in London; his certificate dated as far back as Michaelmas Term, 1805.

SOCIETIES AND INSTITUTIONS.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of the Solicitors' Benevolent Association was held at the Law Institution, London, on Wednesday last, the 5th inst., Mr. E. F. Burton in the chair.

The following directors were also present:—Messrs. Benham, Blandy (of Reading), Harrison, Hedger, Monckton, Park Nelson, Rickman, Shaen, Smith, and Torr.—Mr. Eille, secretary.

A donation of £50 was granted to a member of the association in distress, and a sum of £55 was distributed in relief of necessitous widows and families of non-members.

Mr. John Yeomans, Town Clerk of Sheffield, was elected a director of the association, in the room of the late Mr. Francis Hoole of that town.

Fourteen new members were admitted, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on the 14th December, 1869, Mr. Hargreaves in the chair, after disposing of several matters of business, the question on the paper for discussion "Is the position of the Home Government with respect to New Zealand conducive to the true interests of the empire?" was opened by Mr. A. G. Harvie. The society, however, adjourned before the question was disposed of. Two gentlemen were elected members, and one resignation was announced. The number of members present was about thirty.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, January 10, class A; Tuesday, January 11, class B; Wednesday, January 12, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, January 14, lecture, 6 to 7 p.m.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

We are requested to state that at the Final Examination In Hilary Term next, the Bankruptcy Paper will include questions on the new law of bankruptcy.

HILARY EDUCATIONAL TERM, 1870.

Prospectus of the Lectures to be delivered, during the ensuing Educational Term, by the several readers appointed by the Inns of Court.

Constitutional Law and Legal History.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on the following subjects:—

I.—The common law and statute law applicable to the colonies.

II.—The powers, duties, and liabilities of governors of colonies.

III.—Martial law and courts-martial.

With his private class the Reader will discuss the cases in Broom's Constitutional Law, from "The Banker's Case" to the Case of "The Seven Bishops," inclusive, and will go through the portion of Hallam's Constitutional History referring to the period 1628—1688.

Equity.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

I.—On the equitable incidents to the relation between principal and surety.

II.—On charitable trusts.

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An Advanced Course.

I.—On relief in equity against accident.
II.—On implied trusts.
III.—On the equitable doctrine of conversion.

In the Elementary Private Class the subjects discussed will be—The Rights and Liabilities of Married Women recognised in a Court of Equity only.

In the Advanced Private Class the lectures will comprehend—The Validity of Voluntary Settlements and Donationes Mortis Causâ.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

On the mutual rights of husband and wife as to real and personal estate.

Advanced Course.

I.—On marriage and voluntary settlements (continued from last term's lectures on this subject).
II.—On the right to fixtures as between different classes of claimants.
III.—On the force and construction of the covenants and provisions usually introduced in a lease of a dwelling-house for a term.

In the Elementary Private Classes the Reader will continue his course of Real Property Law, using, as a text-book, Mr. Joshua Williams's Principles of the Law of Real Property; and in his Advanced Private Classes he will discuss and explain the principal Real Property Statutes of the present reign.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law proposes to deliver, during the ensuing educational term, six public lectures on the following subjects:—

I.—The Roman law of property considered historically and systematically.
II.—The comparison of the Roman and French law respecting the transfer of property, with the English law upon the same subject.
III.—The right of search.

In his private class the Reader will continue the consideration of the Roman law of contract, commencing with the contract of locatio, and compare it with the English and French law.

The text-books will be Sandars' edition of Justinian, the Code Napoléon, and Addison on Contracts, by Cave.

The Reader in his private class will also continue the discussion of points of international law relating to "The International Rights of States in their Hostile Relations," using the work of Wheaton as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

I.—Simple contracts—express and implied.
II.—Wrongs to absolute rights.
III.—Wrongs to relative rights.

In treating of the above subjects the jurisdiction of the county court, as well as of the superior courts, will be noticed; and the rules of evidence appropriate, and method of proving facts and documents will be explained.

Advanced Course.

I.—Mercantile contracts, and in connection therewith the relation of principal and agent.
II.—The contract of bailment, and torts done to chattels under bailment.
III.—Proofs adducible and the measure of damages to be applied in the actions noticed.

With his private classes the Reader will consider in detail the subjects *supra*, exemplify them by cases, and explain them by references to the following books:—

Elementary class.—Commentaries by Broom and Hadley, vol. 3; Roscoe on Evidence at *Nisi Prius* (last edition).

Advanced Class.—Smith's Leading Cases (last edition), and the books above mentioned.

The Reader on Hindu, Mahommedan, and Indian law proposes to deliver during the ensuing Educational Term a course of six public lectures on the following subjects:—

MAHOMMEDAN LAW.

I.—Introductory (Saturday, 15th January).
II.—Inheritance.
III.—Contracts—
Sale, hiring, debts, and securities.
IV.—Gifts.
V.—Bequests or wills.
VI.—Marriage—
Dower, Divorce.

With his private classes the Reader will discuss minutely and in detail the subjects embraced in the public lectures.

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn of Court.	Days and Hours of Meetings. Public Lectures.	Days and Hours of Meetings. Private Classes.
Constitutional Law and Legal History, T. C. Sandars, Esq.—Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 12th Jan.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 13th Jan.
Equity, W. L. Birkbeck, Esq.—Linc. Inn Hall. Private Class, Benchers' Reading Room.	Thursdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 13th Jan.	Mond., ½ to 4 & ½ past 4 p.m. Wedn., & Frid. ½ past 3 & ½ past 4 p.m. First Class, 14th Jan.
Real Property, &c. F. Prideaux, Esq.—Gray's Inn Hall. Private Class, North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 11th Jan.	Mond., Wedn., & Frid. ½ to 12 a.m. & ½ to 1 p.m. First Class, 12th Jan.
Civil Law, &c., J. Sharpe, Esq., LL.D.—Mid. Temp. Hall. Private Class, Middle Temple Library.	Fridays, 2 p.m. First Lecture, 14th Jan.	Tuesd., Thursd., & Satrd. ½ to 4 p.m. First Class, 15th Jan.
Common Law, H. Broom, Esq., LL.D.—In. Temp. Hall. Private Class, Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 17th Jan.	Tuesd., Thursd., & Satrd. ½ to 12 a.m. & ½ to 1 p.m. First Class, 18th Jan.
Hindu, Mahommedan Law, and the Laws of India. S. G. Grady, Esq.—Mid. Temp. Hall. Private Class, Middle Temple Library.	Saturdays, 11 a.m. First Lecture, 15th Jan.	Mond., Wedn., & Frid. 10 a.m. First Lecture, 17th Jan.

NOTES.—The Educational Term commences on the 11th January and ends on the 30th March.

The first public lecture of this course will be delivered by the Reader on the Law of Real Property, on Tuesday, the 11th January, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of the lectures and classes.

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THE BANKRUPTCY ACT, 1869.

SCALE OF ATTORNEYS' COSTS.

Petitioning creditor's bill of costs to the appointment of trustee.

	£	s.	d.
Instructions for petition	1	0	0
Examining witnesses as to trading where necessary	0	10	0
Ditto as to act of bankruptcy	0	10	0
Examining particulars of petitioning creditor's account	0	6	8
The act of bankruptcy being a declaration admitting inability to pay, filed by the attorney to the petitioner, or an assignment prepared by the attorney to the petitioner, or default made upon a debtor's summons issued by the attorney to the petitioner, these two last charges will not be allowed. The expense of an assignment will not be allowed where a declaration of inability would answer the purpose.			
If attorney reside at a distance:—			
Writing agent to search for prior petition 3s. 6d.			
Agent's writing result of search 3s. 6d.			
Searching, if prior petition filed	0	7	8
Drawing bankruptcy petition, including order for hearing	0	10	0
If exceeding 10 folios, a shilling a folio.			
Ingrossing same, 4d. per folio only to be allowed where the petition exceeds seven folios.			
Paid for stamp and parchment	5	1	0
Attesting signature of each petitioner, except in case of partnership	0	6	8
Drawing and fair copy affidavit verifying petition	0	3	4
Attending petitioner to be sworn	0	6	8
Paid oath (if paid)			
Two copies of petition for sealing 4d. per folio.			
Preparing subpœna and serving witnesses, or arranging with witnesses for their attendance on presentation of petition	0	13	4
Paid them			
See witnesses' scale. Petitioning creditor is not to be regarded as a witness, and is not to be paid for loss of time; he may claim his expenses of travelling and subsistence.			
Attending on presentation of petition when court investigated statements therein, and clerk	1	0	0
One fee only for attending will be allowed, unless by direction of the Court at the time, and a memorandum of its allowance produced to the taxing officer.			
Drawing order for hearing of petition	0	3	4
Service of petition (*see General Rules*).			
Attending court on hearing (where debtor does not appear or dispute), including two fair copies of adjudication and certificate of registrar's appointment of trustee	1	0	0
Drawing order for bankrupt's attendance at first meeting, and copy for service and attending and obtaining signature	0	6	8
Attending first meeting and clerk	1	5	0

Where act of bankruptcy the filing a declaration of inability to pay.

Drawing declaration for inability to pay	0	6	8
Attending attesting	0	6	8
Paid stamp	0	5	1
Attending filing	0	6	8

Where act of bankruptcy is an assignment for benefit of creditors (to be allowed only by special order of the Court).

Instructions for assignment	0	6	8
Drawing same	0	10	0
If above, 1s. per folio.			
Fair copy, per folio 4d.			
Paid stamp and paper, if stamped	1	15	6
Attesting execution, each assigning party	0	6	8

Cost of debtor's summons.

Instructions for affidavit of debt, and for debtor's summons	0	6	8
Affidavit of debt, and for copy	0	6	8
Particulars of demand (three copies) at 4d. per folio.			
Attending swearing each deponent	0	6	8
Paid oath (if paid)			
Attending filing	0	6	8
Paid for office copy			
Summons and two fair copies and particulars	0	6	8
Attending sealing summons, copies and particulars	0	6	8
Paid stamp	0	5	0
Service of summons	0	5	0
Attending court on hearing of summons	0	13	4

Costs where the debtor is required by the Court to enter into a bond.

Attending making inquiries as to sufficiency of sureties	0	13	4
This charge will be subject to increase, according to the distance of the sureties' residence; and, where necessary, agency charges for making such inquiries			
Drawing exceptions to sureties	0	3	4
Service thereof on debtor's attorney	0	5	0
Attending court when sureties allowed or disallowed	0	13	4
Costs of affidavits in opposition to the allowance of the bond for want of sufficiency of sureties, the same allowance as for other special affidavits.			

Costs of debtor's summons, where the Court allows costs to debtor on dismissal of summons.

The debtor's personal expenses for travelling and loss of time, according to the scale allowed to witnesses.			
And if attended by a solicitor, and his costs allowed (which must be by special order of the Court).			
Instructions to attend the court on the summons	0	6	8
Affidavit of denial of debt	0	2	6
Paid stamp	0	1	0
Attending court on hearing of summons, and drawing up order	0	13	4
Attending for appointment to tax, and copy and service of order and appointment	0	5	0
Attending taxing	0	6	8
Paid allocatur stamp			

Costs of application to prosecute a petition in a particular district, or to transfer petition from one district to another.

Instructions for affidavit to ground application	0	6	8
Drawing same, 1s. per folio.			
Fair copy, 4d. per folio.			
Attending deponent to be sworn	0	6	8
Paid oath			
Attending court when order made, and drawing up same	0	13	4

Costs on application for warrant.

Instructions for affidavit in support of application for warrant	0	6	8
Drawing same, per folio 1s.			
Fair copy, per folio 4d.			
Attending to read over and to get same sworn	0	6	8
Attending court, warrant granted	0	13	4
Fair copy, per folio 4d.			
Attending officer, instructing him as to the execution of the warrant	0	6	8

Costs of disputing statements in petition

Attending debtor served with copy of petition, taking instructions to show cause against same	0	6	8
Drawing notice showing cause	0	5	0
Two fair copies for service	0	2	0
Service on creditor, including postage	0	3	6
Ditto registrar	0	3	6
Perusing and considering petition	0	6	8
Examining witnesses in opposition	0	10	0
Costs of brief, and counsel's fee, where requisite to employ counsel.			
Attending court	1	0	0

Petitioning creditor's costs on bankrupt disputing statements in petition

The debtor having served notice of disputing the statements in petition, attending petitioner	0	6	8
Special attendances will be allowed to			

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	£	s.	d.
examine witnesses as to the facts they can prove, the charges for which, and for summoning them, will be in the discretion of the taxing officer, according to the circumstances; and where necessary to employ counsel to support the petition, the usual charges for brief and counsel's fees will be allowed.			
Attending court when adjudication made ...	1	0	0

Costs for substituted service where debtor keeps out of the way to avoid service.

Several attendances to serve without effect, when it appearing that the debtor was keeping out of the way, and could not be personally served, instructions to apply for substituted service ...	0	6	8
Drawing affidavit of facts, and that due pains had been taken to effect personal service, per folio 1s.			
Fair copy 4d. per folio.			
Attending court for order for substituted service, and drawing up order	0	13	4

Costs of brief.

Instructions for brief in discretion of taxing officer (allowed only when counsel employed)			
Drawing same, 1s. per folio.			
Fair copy, 4d. per folio.			
Fee to counsel and clerk			
Attending him	0	6	
Where consultation or conference is necessary, attending to appoint same	0	6	8
Fee to counsel and clerk			
Attending consultation or conference	0	13	4

Costs of cases for opinion of counsel.

Instructions for case	0	6	8
Drawing same, 1s. per folio.			
Fair copy, 4d. per folio.			
Fee to counsel and clerk			
Attending him	0	6	8
Where conference is necessary, attending to appoint same	0	6	8
Fee to counsel and clerk attending conference ...	0	13	4
Attending for and perusing opinion	0	6	8
Attending client, reading over opinion, and conferring with him thereon	0	6	8

Costs of motion.

Instructions	0	6	8
Where on appeal	0	13	4
Drawing notice of motion to be served, per folio, 1s.			
Fair copies, 4d. per folio			
Perusing documents (by London agent) in an appeal, from £1 1s. to £2 2s.			
Making short note of motion, and attending registrar therewith, previously to the sitting of the Court	0	3	4
Instructions for affidavit in support of motion ...	0	6	8
[No instructions allowed where the attorney or his clerk makes the affidavit; no fees allowed to counsel to settle affidavit, unless very special.]			
Drawing same, at per folio 1s.			
Fair copies, per folio 4d.			
Attending reading over and to be sworn... ...	0	6	8
Paid oath			
Copy affidavit for service with the notice of motion, 4d. per folio.			
Service, *see* General Rules.			
Attending to file affidavit	0	6	8
Paid for office copy, when required			
Affidavit of service and copy notice of motion to annex	0	6	8
Attending court on motion, if heard £1 1s., and if not	0	10	6
Drawing order, per folio 1s.			
Attending settling same	0	13	4
Fair copy, per folio 4d.			
Attending to pass order	0	6	8
Copy to serve, where necessary, per folio 4d.			

GENERAL RULES.

	£	s.	d.
1. More than one attendance at presentation or hearing of bankruptcy petition will not be allowed unless ordered by the Court, and memorandum obtained to that effect.			
2. Attendance upon the court for necessary purposes not included in the foregoing scale, each	0	6	8
Attending court on each sitting (including presentation and hearing of petition) ...	1	0	0
If by agent	2	0	0
Clerk's attendance at each sitting, when required	0	5	0
3. Service of petition, summons, order, notice, or other process, each service	0	5	0
If the distance be more than three miles, 5d. per mile extra, or a further sum, in the discretion of the taxing officer, according to circumstances.			
In cases of great distance, the service must be by agent, unless otherwise sanctioned.			
4. Drawing and copy bill of costs, per folio ...	0	0	4
5. General attendances, each	0	6	8
Long and special attendances ... ... (Or more, in the discretion of the taxing officer.)	0	13	4
6. Writing letters, each, special...	0	5	0
Ditto, common	0	3	6
7. Circular letters, if above twenty ...each...	0	1	0
If numerous they must be printed.			
8. Attendances to insert advertisements ...	0	3	4
9. Extra allowances for length of sittings, or other increased allowances must have the sanction of the Court, and a memorandum to that effect obtained, or all such charges will be disallowed.			
10. Vouchers must be produced on taxation for all payments, or they will be disallowed.			
11. Bills of costs must be written lengthwise, on one side only, *and dates must be furnished to each item*, such dates not to be written in the margin, which is to be left clear for taxation.			
12. In special cases, where counsel are not instructed to appear in court, a charge by the attorney for the preparation of minutes of fact or evidence for his own use may be allowed.			

N.B.—Other matters not herein provided for may be allowed on a similar scale, as nearly as may be, or in accordance with the practice of the superior courts, according to the nature of the proceeding.

Scale of allowance to witnesses.

	If resident in the town in which the Court is held.			If resident at a distance from the Court, subsistence in these cases included.		
	£	s.	d.	£	s.	d.
1. Bankers, merchants, esquires, and gentlemen	1	1	0	1	1	0
				to		
2. Professional men	1	1	0	3	3	0
				1	1	0
3. Auctioneers and accountants ...	1	1	0	to		
				2	2	0
4. Notaries	1	1	0	2	2	0
				1	1	0
5. Engineers and surveyors ...	1	1	0	to		
				3	3	0
6. Clerks of attorneys or other persons	0	10	6	0	15	0
	0	10	6	0	15	0
7. Master tradesmen, shopkeepers, yeomen farmers	to			to		
	0	15	0	1	1	0
				0	7	6
8. Artisans, mechanics, &c. ...	0	7	6	to		
				0	10	0
	0	5	0	0	5	0
9. Females, according to station in life	to			to		
	0	10	0	1	0	0

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	If resident in the town in which the Court is held.	If resident at a distance from the Court subsistence in these cases included.
	£ s. d.	£ s. d.
10. Police inspector...	0 5 0	0 7 6 to 0 10 0
11. Police constable	0 3 0	0 5 0 to 0 7 6
The travelling expenses of the first five classes of witnesses will be allowed at the rate of 7d. per mile, and the others at 5d. per mile one way, where no railway is available, or travelling expenses actually incurred, in the discretion of the taxing officer; the travelling expenses of female witnesses, 7d., or 5d., according to their station.		
Governors of gaols bringing up prisoners	0 10 6	1 1 0 to 1 11 6
Travelling expenses of gaoler bringing up prisoner under warrant in addition to the above allowance 7d. per mile one way for each (himself and prisoner), or the amount actually paid, and for the prisoner's safe custody and refreshment, in the discretion of the taxing officer.		

The following charges to the end are to be subject to variation by the trustees, with the consent of the committee of inspection, or of the court where there is no committee:—

Broker's allowance.

For inventory and valuation—	£	s.	d.
For the first £100	2	10	0
For the next £400, per cent....	1	5	0
All above	1	0	0

(This allowance to include all expenses, and any travelling within five miles of the court, and a fair copy of the inventory.)

Beyond five miles, per mile one way 0 0 7

Auctioneer's charges, including all expenses of sale.

Sales by auction of goods, chattels, and effects:—

£10 per cent. on the first £100
After to ... ... 1,000 ... £5 per cent.
After to ... ... 5,000 ... £2 10s. per cent.
After to ... ... 10,000 ... £1 5s per cent.

If the above be sold by valuation, £2 10s. per cent. on the first £1,000, and £1 5s. per cent. beyond.

Sales by auction of estates, freehold, leasehold, &c.:—

£5 per cent. on the first £300
After to ... ... 1,000 ... £2 10s. per cent.
After to ... ... 5,000 ... £1 per cent.
After to ... ... 10,000 ... 10s. per cent.

If the above be sold by valuation, half the above charges; and if not sold, the expenses to be paid, and fee to the auctioneer to be allowed as agreed with the trustee, or at the discretion of the taxing officer; or, if bought in, and subsequently sold by private contract, by the negotiation of the auctioneer, half the above charges on sale by auction.

Farming stock £5 per cent. on the first £100, and £2 10s. on the remainder. When sold by valuation, half the above charges.

Costs of surveys, dilapidations, and specifications.

From £2 to £5 in discretion of taxing officer.

Sales of stock by tender.

Not above £400 ... ... £4 per cent.
After to 1,000 ... ... £3 10s. per cent.
After to 2,000 ... ... £2 10s. per cent.
After to 5,000 ... ... £2 per cent.
Above 5,000 and upwards ... £1 15s. per cent.

Expenses to be allowed, such as advertisements and printing, not exceeding £2, or at the discretion of the taxing officer.

Accountant's charges.

For preparing balance sheet, investigating accounts, &c., principal's time, per day of eight hours, including necessary affidavit	2	2	0
Chief clerk's time	1	1	0
Other clerk's time, per day of eight hours ...	0 10 6 to 0 15 0		

These charges to include stationery.

HATHERLEY, C.
JAMES BACON,
1st January, 1870. Chief Judge in Bankruptcy.

SEALS OF COURTS.

THE BANKRUPTCY ACT, 1869.

I, the Right Honourable, William Page, Baron Hatherley, Lord High Chancellor of Great Britain, do hereby, by virtue of the power vested in me by the Bankruptcy Act, 1869, order that the London Bankruptcy Court shall have a seal describing such Court as "The London Bankruptcy Court;" and that every county court shall have a seal describing such court, as it is now described by the seal hitherto used in every such court respectively.

1st January, 1870. HATHERLEY, C.

FEES.

THE BANKRUPTCY ACT, 1869.

I, the Right Honourable, William Page, Baron Hatherley, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by the Bankruptcy Act, 1869, prescribe that the scale of fees hereto annexed shall be the scale of fees to be charged for any business done by any court or officer under the said Act.

1st January, 1870. HATHERLEY, C.

Scale of Fees.

Table A.

	Stamp Duty. £	s.	d.
Every declaration by a debtor of inability to pay his debts	0	5	0
Every debtor's summons	0	5	0
Every bankruptcy petition	5	0	0
Every bond with sureties	0	5	0
Every affidavit filed, other than proof of debts ...	0	1	0
Every subpœna	0	1	0
Every petition under sections 125 or 126 of the Act	1	0	0
For despatching notice to creditors or others, exclusive of postage, each notice	0	0	3
Every application for an order of discharge ...	1	0	0
Every special resolution presented to a registrar for registration under section 125, paragraph 4, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the estimated assets, not exceeding a total duty of £200.			
Every extraordinary resolution presented to a registrar under section 126, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the composition, not exceeding a total duty of £200.			
Every application for search for proceedings ...	0	1	0
Every application to a court or registrar	0	5	0
Every office copy, each folio of 72 words	0	0	2
On certified statement to be forwarded by the trustee to the comptroller under section 55 of the Act, stamps denoting a duty computed at the rate of five shillings upon £100 or fraction of £100 on the gross amount of the assets realised and brought to credit, less the amount brought to credit in such previous statement, not exceeding a total duty of £200			
On every record of trial ... ... or such less sum as the Court may specially order.	5	0	0

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	£	s	d.
Every allocatur by any officer of the court for any costs, changes, or disbursements, where such bill of costs shall not exceed £5	0	1	6
Exceeding £ 5 and not exceeding £10 ...	0	2	6
„ 10 „ 20 ...	0	5	0
„ 20 „ 30 ...	0	7	6
„ 30 „ 50 ...	0	10	0
„ 50 „ 100 ...	0	15	0
„ 100 „ 150 ...	1	0	0
„ 150 „ 200 ...	1	10	0
„ 200 „ 300 ...	2	0	0
„ 300 „ 500 ...	3	0	0
„ 500 „ — ...	5	0	0

TABLE B.

	£	s.	d.
Attending court each sitting	0	2	0
Serving every debtor's summons, bankruptcy petition, or subpœna within two miles, including affidavit of service	0	3	6
Preparing advertisement for *Gazette* or local paper	0	3	6
Insertion in *Gazette*	0	3	0
Executing every warrant of seizure, or search warrant, or warrant of apprehension, or order of commitment, within two miles of court house	0	10	0
Keeping possession—for each day the man is actually in possession; including affidavit of possession being actually kept ... ... (3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced.)	0	4	6
High bailiff's, or in the London Bankruptcy Court officer's, man travelling to place of possession, or to execute a warrant of or order of commitment, or to serve a summons or subpœna, or for any other purpose specially directed by the Court, per mile...	0	0	5
His time, per day, where distance exceeds ten miles	0	4	6
His expenses, per day, where distance exceeds ten miles	0	4	6
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, per mile	0	0	7
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his time, per day... ...	0	10	0
If high bailiff of a county court or officer of London Bankruptcy Court directed by the Court personally to travel, his expenses, per day ...	0	10	0

Where an inventory is deemed requisite, and is directed by the trustee to be taken by a high bailiff or officer of the court, a proper remuneration may be allowed for taking it, having regard to the time occupied, and the nature of the property included in it.

Where no trustee is appointed by the creditors, or where there is a vacancy in the office of trustee, and the bankruptcy is carried on with the aid of the registrar as trustee: for realisation of the estate five per cent. on the first amount of £100 or any less sum realised by the registrar; two and a-half per cent. on the next amount of £400 or any less sum; one per cent. on the next amount of £500 or any less sum; and one-eighth per cent. on all further sums.

On dividend two per cent. on the first amount of £1,000 or any less sum actually divided, and one per cent. on all further sums.

TABLE C.

The fees and allowances payable on proceedings had after the 31st day of December, 1869, in respect of any matter which was pending in any court having jurisdiction in bankruptcy on the said day shall be the same as if those proceedings had been taken before such day, and shall be applied to the same purposes.

We, the undersigned Lords Commissioners of her Majesty's Treasury, do hereby sanction the foregoing scale of fees, and do direct that the fees to be taken by stamps shall be those mentioned in Table A., and that the fees mentioned in Table B. shall be taken in money, and that the fees and allowances referred to in Table C. shall be taken by stamps or money according as they have hitherto been taken.

And we further direct that the stamp shall be affixed or the money paid in respect of every fee before the proceeding is had in respect of which the fee is payable, and that the charge to be made by the *London Gazette* for the insertion of each notice authorized by the Act or rules shall be three shillings.

LANSDOWNE.
1st. January, 1870. W. H. GLADSTONE.

I, the Right Honourable William Page, Baron Hatherley, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by "The Bankruptcy Act, 1869," and of every other power vested in me, hereby order that all proceedings in, and business of the bankruptcies, and all other matters which were pending in the Old London Bankruptcy Court on the 31st day of December, 1869, shall be transferred to the New London Bankruptcy Court.

And I do further order, that the Chief Registrar, Registrars, Accountant in Bankruptcy, Taxing Masters, Official Assignees, and all other Officers holding offices or employed in the Old London Bankruptcy Court shall, until further order, perform the same or the like duties in relation to the business to be performed in the New London Bankruptcy Court as they have respectively performed in the Old London Bankruptcy Court; and that the said business shall be distributed amongst the before-mentioned Officers in the manner in which the business of the Old London Bankruptcy Court was distributed amongst them.

Given under my hand this first day of January, 1870.

HATHERLEY, C.

ORDER EXCLUDING CERTAIN COUNTY COURTS FROM BANKRUPTCY JURISDICTION.

Dated 1st January, 1870.

The following is a list of the county courts which are excluded from bankruptcy jurisdiction, showing in each case the courts to which the districts of the excluded courts are attached for bankruptcy purposes:—

Northumberland, holden at Alnwick, Belford, Bellingham, Berwick, Hexham, Morpeth, North Shields, Rothbury, and Wooler; Durham, holden at Gateshead, South Shields, and Shotley Bridge——attached to Newcastle, in circuit 1.

Durham, holden at Seaham Harbour and Hartlepool——attached to Sunderland, in circuit 2.

Durham, holden at Wolsingham and Bishop's Auckland——attached to Durham, in circuit 2.

Northumberland, holden at Haltwistle; Cumberland, holden at Alston, Brampton, Penrith, and Wigton——attached to Carlisle, in circuit 3.

Cumberland, holden at Keswick——attached to Cockermouth, in circuit 3.

Westmoreland, holden at Ambleside, Appleby, and Kirkby Lonsdale——attached to Kirkby Kendal, in circuit 3.

Lancashire, holden at Garstang, Kirkham, Lancaster, and Poulton-le-Fylde——attached to Preston, in circuit 4.

Lancashire, holden at Haslingden, Accrington, and Clitheroe——attached to Blackburn, in circuit 4.

Yorkshire, holden at Saddleworth and Rochdale; Lancashire, holden at Bacup——attached to Oldham, in circuit 5.

Lancashire, holden at Ormskirk and St. Helen's——attached to Liverpool, in circuit 6.

Cheshire, holden at Runcorn——attached to Warrington, in circuit 7.

Flintshire, holden at Holywell, Mold, and Flint——attached to Chester, in circuit 7.

Cheshire, holden at Northwich; Shropshire, holden at Market Drayton and Whitchurch——attached to Nantwich and Crewe, in circuit 7.

Cheshire, holden at Altrincham——attached to Manchester, in circuit 8.

Cheshire, holden at Hyde; Derbyshire, holden at Glossop——attached to Ashton-under-Lyne, in circuit 9.

Derbyshire, holden at Chapel-en-le-Frith——attached to Stockport, in circuit 9.

Cheshire, holden at Congleton and Sandbach; Staffordshire, holden at Leek——attached to Macclesfield, in circuit 9.

Lancashire, holden at Bury, Chorley, and Leigh——attached to Bolton, in circuit 10.

Yorkshire, holden at Settle, Skipton, and Keighley——attached to Bradford, in circuit 11.

Lancashire, holden at Colne; Yorkshire, holden at Todmorden——attached to Burnley, in circuit 11.

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Yorkshire, holden at Holmfirth——attached to Huddersfield, in circuit 12.
Yorkshire, holden at Doncaster, Rotherham, and Thorne; Nottinghamshire, holden at Worksop——attached to Sheffield, in circuit 13.
Yorkshire, holden at Goole and Pontefract——attached to Wakefield, in circuit 14.
Yorkshire, holden at Otley——attached to Leeds, in circuit 14.
Durham, holden at Barnard Castle and Darlington; Yorkshire, holden at Stokesley and Whitby——attached to Stockton-on-Tees and Middlesborough, in circuit 15.
Yorkshire, holden at Easingwold, Knaresborough, Pocklington, Selby, and Tadcaster——attached to York, in circuit 15.
Yorkshire, holden at Helmsley, Leyburn, Richmond, Ripon, and Thirsk——attached to Northallerton, in circuit 15.
Yorkshire, holden at Bridlington and New Malton——attached to Scarborough, in circuit 16.
Yorkshire, holden at Beverley, Great Driffield, Hedon, and Howden——attached to Kingston-on-Hull, in circuit 16.
Lincolnshire, holden at Barton-on-Humber, Brigg, Caistor, and Louth——attached to Great Grimsby, in circuit 17.
Nottinghamshire, holden at East Retford; Lincolnshire, holden at Gainsborough, Horncastle, and Market Rasen——attached to Lincoln, in circuit 17.
Lincolnshire, holden at Sleaford, and Spilsby——attached to Boston, in circuit 17.
Nottinghamshire, holden at Bingham, Mansfield, and Newark; Lincolnshire, holden at Grantham——attached to Nottingham, in circuit 18.
Derbyshire, holden at Alfreton, Bakewell, Belper, Ilkeston, and Wirksworth——attached to Derby, in circuit 19.
Derbyshire, holden at Ashbourne; Leicestershire, holden at Ashby-de-la-Zouch; Staffordshire, holden at Uttoxeter ——attached to Burton-on-Trent, in circuit 19.
Leicester, holden at Hinckley, Loughborough, Lutterworth, Market Bosworth, Market Harborough, and Melton Mowbray; Rutlandshire, holden at Oakham and Uppingham——attached to Leicester, in circuit 20.
Warwickshire, holden at Atherstone, Solihull, and Tamworth; Worcestershire, holden at Redditch——attached to Birmingham, in circuit 21.
Warwickshire, holden at Nuneaton and Rugby——attached to Coventry, in circuit 22.
Warwickshire, holden at Alcester, Southam, and Stratford ——attached to Warwick, in circuit 22.
Shropshire, holden at Cleobury; Worcestershire, holden at Tenbury——attached to Kidderminster, in circuit 23.
Worcestershire, holden at Bromsgrove, Droitwich, Evesham, Great Malvern, and Pershore; Herefordshire, holden at Bromyard and Ledbury——attached to Worcester, in circuit 23.
Glamorgan, holden at Bridgend and Cowbridge—attached to Cardiff, in circuit 24.
Monmouthshire, holden at Chepstow, Monmouth, Pontypool, and Usk——attached to Newport, in circuit 24.
Monmouthshire, holden at Abergavenny; Brecknockshire, holden at Crickhowell——attached to Tredegar, in circuit 24.
Staffordshire, holden at Lichfield——attached to Walsall, in circuit 25.
Staffordshire, holden at Newcastle under-Lyme——attached to Hanley, Burslem, and Tunstall, in circuit 26.
Staffordshire, holden at Cheadle——attached to Stoke-on-Trent and Longton, in circuit 26.
Staffordshire, holden at Rugeley and Stone; Shropshire, holden at Newport——attached to Stafford, in circuit 26.
Shropshire, holden at Wem——attached to Shrewsbury, in circuit 27.
Brecknockshire, holden at Hay; Herefordshire, holden at Ross——attached to Hereford, in Circuit 27.
Shropshire, holden at Bridgenorth and Wellington——attached to Madeley, in circuit 27.
Shropshire, holden at Bishop's Castle and Ludlow; Herefordshire, holden at Kington; Radnorshire, holden at Knighton and Presteign——attached to Leominster, in circuit 27.
Brecknockshire, holden at Builth; Radnorshire, holden at Rhaidr; Montgomeryshire, holden at Llanfyllin, Llanidloes, and Welshpool——attached to Newtown, in circuit 28.
Cardiganshire, holden at Aberayron; Merionethshire, holden at Dolgelly; Montgomeryshire, holden at Machynlleth ——attached to Aberystwith, in circuit 28.
Denbighshire, holden at Denbigh, and Llanrwst; Flintshire, holden at St Asaph and Rhyl; Carnarvonshire, holden at Carnarvon, Conway, Portmadoc, and Pwllheli; Anglesey, holden at Llangefni and Holyhead——attached to Bangor, in circuit 29.
Merionethshire, holden at Bala and Corwen; Denbighshire, holden at Llangollen, and Ruthin; Shropshire, holden at Oswestry——attached to Wrexham, in circuit 29.
Brecknockshire, holden at Brecknock——attached to Merthyr Tydfil, in circuit 30.
Carmarthenshire, holden at Llandeilofawr, Llandovery, Llanelly, Newcastle-in-Emlyn; Pembrokeshire, holden at Haverfordwest, Narberth, and Pembroke; Cardiganshire, holden at Cardigan and Lampeter——attached to Carmarthen, in circuit 31.
Norfolk, holden at Attleborough, Aylsham, East Dereham, Holt, Little Walsingham, North Walsham, Thetford, and Wymondham——attached to Norwich, in circuit 32.
Norfolk, holden at Downham Market and Swaffham; Cambridgeshire, holden at Wisbeach; Lincolnshire, holden at Holbeach——attached to King's Lynn, in circuit 32.
Suffolk, holden at Mildenhall and Stowmarket——attached to Bury St. Edmunds, in circuit 33.
Suffolk, holden at Eye and Diss, Framlingham and Saxmundham, and Woodbridge; Norfolk, holden at Harleston; Suffolk, holden at Hadleigh——attached to Ipswich, in circuit 33.
Suffolk, holden at Beccles and Bungay, Halesworth and Lowestoft——attached to Great Yarmouth, in circuit 33.
Northamptonshire, holden at Daventry, Kettering, Thrapstone, Towcester, and Wellingborough; Buckinghamshire, holden at Newport Pagnell——attached to Northampton, in circuit 34.
Lincolnshire, holden at Bourne, Spalding, and Stamford; Northamptonshire, holden at Oundle; Cambridgeshire, holden at March; Huntingdonshire, holden at Huntingdon——attached to Peterborough, in circuit 34.
Cambridgeshire, holden at Ely, Newmarket, and Soham; Hertfordshire, holden at Royston; Essex, holden at Saffron Walden; Suffolk, holden at Haverhill——attached to Cambridge, in circuit 35.
Bedfordshire, holden at Ampthill and Biggleswade; Huntingdonshire, holden at St. Neots——attached to Bedford, in circuit 35.
Oxfordshire, holden at Bicester, Chipping Norton, Witney, and Woodstock; Berkshire, holden at Abingdon, Wallingford and Wantage——attached to Oxford, in circuit 36.
Buckinghamshire, holden at Buckingham; Northamptonshire, holden at Brackley; Worcestershire, holden at Shipston——attached to Banbury, in circuit 36.
Oxfordshire, holden at Thame; Buckinghamshire, holden at Chesham and High Wycombe——attached to Aylesbury in circuit 37.
Bedfordshire, holden at Hitchin and Leighton Buzzard—— attached to Luton, in circuit 37.
Hertfordshire, holden at Watford——attached to St. Albans, in circuit 37.
Middlesex, holden at Uxbridge——attached to Windsor, in circuit 37.
Essex, holden at Braintree, Brentwood, Dunmow, Maldon, Rochford, and Romford——attached to Chelmsford, in circuit 38.
Essex, holden at Halstead and Harwich; Suffolk, holden at Sudbury——attached to Colchester, in circuit 38.
Essex, holden at Waltham——attached to Edmonton, in circuit 38.
Hertfordshire, holden at Bishop Stortford——attached to Hertford, in circuit 38.
Kent, holden at Bromley; Surrey, holden at Dorking, Epsom, and Reigate——attached to Croydon in circuit 45.
Surrey, holden at Farnham and Godalming; Hampshire, holden at Alton——attached to Guildford, in circuit 45.
Surrey, holden at Chertsey——attached to Kingston, in circuit 45.
Berkshire, holden at Hungerford——attached to Newbury in circuit 45.
Oxfordshire, holden at Henley-on-Thames——attached to Reading, in circuit 45.
Kent, holden at Woolwich——attached to Greenwich, in circuit 47.

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Kent, holden at Dartford, Gravesend, Sheerness, and Sittingbourne——attached to Rochester, in circuit 48.
Kent, holden at Seven Oaks and Tonbridge; Sussex, holden at East Grinstead——attached to Tonbridge Wells, in circuit 48.
Kent, holden at Ashford, Deal, Dover, Faversham, Folkestone, Hythe, Margate, Ramsgate, and Sandwich——attached to Canterbury, in circuit 49.
Sussex, holden at Arundel, Chichester, Cuckfield, Horsham, Midhurst, Petworth, and Worthing——attached to Brighton, in circuit 50.
Kent, holden at Romney, Tenterden, and Cranbrook; Sussex, holden at Rye——attached to Hastings, in circuit 50.
Hampshire, holden at Petersfield——attached to Portsmouth, in circuit 51.
Hampshire, holden at Basingstoke, Bishop's Waltham, Lymington, Romsey, and Winchester——attached to Southampton, in circuit 51.
Wiltshire, holden at Warminster and Westbury——attached to Frome, in circuit 52.
Wiltshire, holden at Calne, Malmesbury, and Marlborough; Gloucestershire, holden at Cirencester; Berkshire, holden at Farringdon——attached to Swindon, in circuit 52.
Wiltshire, holden at Bradford, Chippenham, Devizes, Melksham, and Trowbridge——attached to Bath, in circuit 52.
Gloucestershire, holden at Northleach, Stow, Tewkesbury, and Winchcomb——attached to Cheltenham, in circuit 53.
Gloucestershire, holden at Dursley, Stroud, Newnham, and Newent——attached to Gloucester, in circuit 53.
Gloucestershire, holden at Chipping Sodbury and Thornbury——attached to Bristol, in circuit 54.
Dorsetshire, holden at Blandford, Bridport, and Weymouth——attached to Dorchester, in circuit 55.
Dorsetshire, holden at Wareham and Wimborne Minster; Hampshire, holden at Christchurch——attached to Poole, in circuit 55.
Hampshire, holden at Andover and Fordingbridge; Dorsetshire, holden at Shaftesbury——attached to Salisbury, in circuit 55.
Somersetshire, holden at Weston-super-Mare——attached to Bridgewater, in circuit 56.
Somersetshire, holden at Axbridge and Temple Cloud——attached to Wells, in circuit 56.
Somersetshire, holden at Crewkerne, Langport, and Wincanton——attached to Yeovil, in circuit 56.
Somersetshire, holden at Chard, Wellington, and Williton——attached to Taunton, in circuit 56.
Devonshire, holden at Axminster, Crediton, Honiton, Newton Abbott and Torquay, and Tiverton——attached to Exeter, in circuit 57.
Devonshire, holden at Bideford, Holsworthy, South Molton, and Torrington——attached to Barnstaple, in circuit 57.
Devonshire, holden at Kingsbridge, Oakhampton, Tavistock, and Totnes and Churston Ferrers; Cornwall, holden at Launceston and Liskeard——attached to East Stonehouse, in circuit 58.
Cornwall, holden at Bodmin, Camelford, Falmouth, Helston, Penzance, Redruth, St. Austell, and St. Columb Major——attached to Truro, in circuit 59.

HATHERLEY, C.

NOTE.

The following county courts, not having had attached to them the district of any county court excluded from bankruptcy jurisdiction, and not being themselves excluded from bankruptcy jurisdiction, are not mentioned in the foregoing order; but as *they have bankruptcy jurisdiction*, their names are here given for the information of the public.

Cumberland, holden at Whitehaven, in circuit 3.
Lancashire, holden at Ulverstone, in circuit 3.
Lancashire, holden at Salford, in circuit 5.
Cheshire, holden at Birkenhead, in circuit 7.
Lancashire, holden at Wigan, in circuit 10.
Yorkshire, holden at Dewsbury, in circuit 12.
Yorkshire, holden at Halifax, in circuit 12.
Yorkshire, holden at Barnsley, in circuit 14.
Derbyshire, holden at Chesterfield, in circuit 19.
Worcestershire, holden at Stourbridge, in circuit 22.
Worcestershire, holden at Dudley, in circuit 23.
Staffordshire, holden at Oldbury, in circuit 24.
Staffordshire, holden at Wolverhampton, in circuit 25.
Glamorganshire, holden at Aberdare, in circuit 30.
Glamorganshire, holden at Pontypridd, in circuit 30.
Glamorganshire, holden at Swansea, in circuit 30.
Glamorganshire, holden at Neath, in circuit 31.
Hertfordshire, holden at Barnet, in circuit 37.
Middlesex, holden at Brentford, in circuit 43.
Surrey, holden at Wandsworth, in circuit 45.
Kent, holden at Maidstone, in circuit 48.
Sussex, holden at Lewes, in circuit 50.
Hampshire, holden at Newport and Ryde, in circuit 51.

(Abridged from the Lord Chancellor's order dated Dec. 30, 1869.)

The following is a list of Bankruptcy business pending in the various District Courts of Bankruptcy, and now transferred to the County Courts named in each case As to the residue of the business of each district, such part as can be disposed of by the District Registrars (under the powers and authorities, rights, and duties now possessed by them by virtue of any statute, rule, or otherwise) is to be disposed of by them; and all such part of the residue of the business of each District Court as cannot be disposed of by the registrars is transferred to the County Court named beneath each district.

Name, address, and description of bankrupt, and name of the county court to which transferred* :—

Birmingham District.

(Birmingham.)

Howell, Hy, Shrewsbury, Salop, Tailor—SHREWSBURY.

Bristol District.

(Bristol.)

Lewis, Richd, Hakin, nr Milford, Pembrokeshire, Ship and Boat Builder—NEWPORT.
Woods, Hy, & Chas Woods, Cheltenham, Gloucestershire, Wine Merchants and Co-partners, trading under the style or firm of H. & C. Woods & Co.—LONDON.
Morgan, Jas, Monkswood, nr Usk, Monmouthshire, Huckster and Wood Dealer—NEWPORT.
Gallie, John Joseph, Newport, Monmouthshire, Corn, Provision, Potatoe, and Cider Merchant—NEWPORT.
Powell, John, Pontypool, Monmouthshire, Innkeeper—NEWPORT.
Jones, Wm, Trafle, Cardiganshire, and formerly a Prisoner for Debt in the Gaol at Cardigan—ABERYSTWITH.
Lodwick, Lodwick Nicol, Cardiff, Glamorganshire, Draper—LONDON.
Phillips, Jas, Llanfyrnech, Pembrokeshire, Shop Assistant and Dealer in Seeds—CARMARTHEN.

Exeter District.

(Exeter.)

Leeds District.

(Leeds.)

Eastwood & Hallewell, Elland, Woollen Manufacturers—HUDDERSFIELD.
Crossland, Alfred, Marsh and Lindley, nr Huddersfield, Shoddy and Mungo Dealer—HUDDERSFIELD.
Murgatroyd, Benj, Manningham, nr Bradford, Stone Merchant—BRADFORD.
Gath, Wm, Bradford, Stuff Merchant—BRADFORD.
Kershaw, Joseph, Bradford, Stuff Merchant—BRADFORD.
Johnson, Wm Hy, Halifax, Apothecary—HALIFAX.
Horner, Richd, Wakefield, Corn Factor—WAKEFIELD.
Unwin, Wm, Sheffield, Yorkshire, Solicitor—LONDON.
Crabtree & Marshall, Bradford, Machine Makers—BRADFORD.
F. & G. Murgatroyd, Windhill, nr Bradford, Worsted Stuff Manufacturers—BRADFORD.
Dyson, John, & Lee Dyson, Huddersfield, Grocers—HUDDERSFIELD.
Booth, Thos, Batley, Joiner, &c.—DEWSBURY.

Liverpool District.

(Liverpool.)

Dunstan, Wm Roe, Northwich and Leftwich, Cheshire, Attorney—NANTWICH and CREWE.
Ravenscroft, Richd, Long-lane Farm, Wettenhall, nr Winsford, Cheshire Farmer—CHESTER.
Cope, Jas, Tarporley, Cheshire, Comm Agent and Stamp Distributor—CHESTER.
Humphries, Edwd, Wrexham, Denbighshire, Railway Contractor—CHESTER.
Mayer, Jas, late of Tryddyn, near Mold, Flintshire, Oil Merchant—CHESTER.
King, Alex Carl, Vownay-hill, Hope, Flintshire, Mine & Estate Agent—CHESTER.
Thomas, John, Gwespyr, near Holywell, Flintshire, Provision Dealer—CHESTER.
Jones, Joseph, late of Tyddnwilcock, Llanymowddwy, Merionethshire, Farmer—ABERYSTWITH.
Parry, John, of Bryn Llanymowddy, Merionethshire, Gentleman's Servant—ABERYSTWITH.

Manchester District.

(Manchester.)

Dyson, Jas, & Sons, Dolph, within Saddleworth, York—HUDDERSFIELD.

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* The names enclosed within brackets are those of the county courts to which is transferred such part of the residue of the business of the respective district courts as cannot be disposed of by the registrars.

The names printed in small capitals are those of the county courts to which are transferred the bankruptcies respectively prefixed to each.

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Newcastle-upon-Tyne District.
(Newcastle-upon-Tyne.)

Brown, John, jun, Hylton, nr Sunderland, Durham, Iron Rivet Manufacturer—SUNDERLAND.
Ferguson, John Lamont, Sunderland, Durham, Builder—SUNDERLAND.
Kennicott, B. C., Durham, Clerk in Holy Orders—SUNDERLAND.
Shackleton, Absolom, Newcastle, Northumberland, Confectioner—SUNDERLAND.
Thurlbeck, Michael, Sunderland, Durham, Pilot—SUNDERLAND.
Wheatley, Lawrence, Sunderland, Durham, Ship Builder—SUNDERLAND.
Carr, John, Carlisle, Cumberland, Travelling Draper—CARLISLE.
Gorringe, Joseph Fras, Cumberland, Farmer—CARLISLE.

COURT PAPERS.

COURT OF PROBATE,
AND
COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Hilary Term, 1870.

COURT OF PROBATE.

Wednesday .....Jan. 12 | Thursday ..... Jan. 13

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Wednesday.....Jan. 19.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Friday.....	Jan.	14	Friday.....	Jan.	28
Saturday.....	,,	15	Saturday.....	,,	29
Thursday	,,	20	Wednesday	Feb.	2
Friday.....	,,	21	Thursday	,,	3
Saturday.....	,,	22	Friday...	,,	4
Wednesday	,,	26	Saturday.....	,,	5
Thursday	,,	27			

Trials by Jury.

Wednesday.....	Feb.	9	Friday .....Mar.		4
Thursday	,,	10	Saturday.....	,,	5
Friday.....	,,	11	Wednesday...	,,	9
Saturday.....	,,	12	Thursday	,,	10
Wednesday.....	,,	16	Friday.....	,,	11
Thursday	,,	17	Saturday.....	,,	12
Friday.....	,,	18	Wednesday.....	,,	16
Saturday.....	,,	19	Thursday	,,	17
Wednesday.....	,,	23	Friday.....	,,	18
Thursday	,,	24	Saturday.....	,,	19
Friday	,,	25	Wednesday.....	,,	23
Saturday.....	,,	26	Thursday	,,	24
Wednesday.....Mar.		2	Friday.....	,,	25
Thursday	,,	3	Saturday.....	,,	26

The judge will sit in chambers, to hear summonses, at eleven o'clock, and in court, to hear motions, at twelve o'clock, on Tuesday, January 11th, and on each succeeding Tuesday until Tuesday, March 22nd, inclusive.

All papers for motions in the Court of Probate *must* be left with the clerk of the papers in the registry of that court, at Doctors'-commons, and for motions in the Court for Divorce and Matrimonial Causes with the chief clerk, in the registry of that court, at Doctors'-commons, before two o'clock on the preceding Thursday.

"Judge Pierce sent a jury out to deliberate the other day at Philadelphia, and received a note from the jury pen the next day that all agreed except one who communed with spirits, who told him the law bearing on the case was illegal, and they asked to be discharged. Spirits triumphant and jury discharged"—*Chicago Legal News.*

The members of the Bar at Cape Town appear to have suffered a wrong and an indignity. The Basutos, who have attempted to seize certain debateable lands, and have suffered in armed contests, thought they might gain their point if they employed a barrister to plead their cause in London. They selected, no doubt wisely, Advocate Buchanan to be their pleader, but a curious difficulty defeated their intention. They had no money to pay the fee, and, accordingly, they set apart six hundred oxen to reimburse their lawyer. What the advocate would have done with six hundred kine we do not pretend to say. They would be more useful than the "handsome tigress" which the same Basutos have sent to Queen Victoria. Neither do we think a barrister's dignity is impaired should he receive his fees in kind, when his clients have no money. Governor Wodehouse, however, thought otherwise. He forbade the delivery of the oxen. Perhaps he suspected they were spoils of war, and the results of a raiding expedition. The matter will, of course, be investigated by the Bar, whose privileges seem to have been invaded.—*South African Newspaper.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 7, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, Feb. 3, 92⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92⅝	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shrea.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	75⅛
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	39
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	111
Stock	Do., A Stock*	100	111
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	59
Stock	Do., West Midland—Oxford	100	37
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	47
Stock	London, Chatham, and Dover	100	15½
Stock	London and North-Western	100	124
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	53⅜
Stock	Metropolitan	100	81⅛
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	92
Stock	North British	100	35
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	45
Stock	South-Eastern	100	78½
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 12 6
10000	7l 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7l 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	94 0 0
4600	5 per cent	Do. New	50	50 0 0	
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 10 0
7500	10 per cent	Imperial Life	100	10 0 0	16 0 0
50000	12 per cent	Law Fire	100	2 10 0	3 11 3
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 5 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 12 6
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	21 10 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
689220	20 per cent	Royal Exchange... ...	Stock	All	

MONEY MARKET AND CITY INTELLIGENCE.

At the commencement of the week all the markets appeared determined to begin the New Year with considerable animation. This buoyancy has been only partially maintained. Sales by speculators tended at one time to depress the railway market; which, however, still shows considerable activity. The funds have scarcely received the impetus usually accruing from the payment of so many dividends at this period of the year. Foreign securities are firm and improving.

The Trustees of the Nevada Freehold Properties Trust offer for adoption the certificates remaining unsubscribed. The price

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of issue is £2 each, with interest at the rate of 12½ per cent.; £1 to be paid on application, and £1 on issue of certificates.

The prospectus of the Parcels Conveyance Company, Limited, has been introduced. The capital to be raised is £20,000 in 10,000 shares of £2 each, but for the present not more than £1 per share is to be called up. It is considered that there is a demand for an increase in the means for conveying parcels between the districts of the metropolis and its outskirts.

Sir William Charles Hood, M.D., one of the visitors in lunacy under the Lord Chancellor, died at the Bridewell Royal Hospital on the 4th January.

525 deeds were presented for registration on the 30th and 31st ult., at the office of the Chief Registrar of the Court of Bankruptcy.

Among the law reforms of the next session it is supposed that a paid president and two paid judges for the Judicial Committee will be appointed; and among the names mentioned as likely to fill the seats are Sir Roundell Palmer, Mr. Forsyth, Q.C., and Mr. Dilke.—*Echo.*

ADVOCATES AND THE BENCH.—A few days ago, in the course of the trial of an adjudication case (at Yarmouth), reference was made by Mr. J. Clowes, solicitor, to the fact that the presiding magistrate's (Mr. E. Preston's) son, Mr. Isaac Preston, was pleading on behalf of one of the litigants. Mr. E. Preston expressed his indignation at his impartiality being called in question, and said that both Dr. Lushington and Sir R. Phillimore, judges of the Admiralty Court, had sons who practised before them. They would have been highly incensed had it been hinted that they could be unduly biassed in consequence. Mr. Clowes said he did not impugn Mr. Preston's impartiality.—*Cambridge Express.*

RELEASE OF DEBTORS.—On Saturday 94 debtors were released from Whitecross-street Prison under the new Act to abolish imprisonment for debt, which came into operation on the 1st inst. It was supposed that it would have been necessary to apply to a judge at chambers on the subject; but Mr. Constable, the keeper, acting on advice, took a different view of the new law, and opened the prison doors after 12 o'clock on Friday night. As many as 94 inmates were informed of their privilege ushered in by the New Year, when 63 took their departure, and 31 asked to remain a little longer, and took their leave in the course of the day, with thanks for the consideration shown to them by the governor. Among the number who left about 11 o'clock on Saturday was an old named Barnacles, who had been a prisoner under an order from the Admiralty Court since the 7th of April, 1843—upwards of 26 years. On Saturday morning there were only 41 inmates in the place, on county courts and other commitments. Within the last week there were numerous committments, and discharges were effected under the old law of bankruptcy.—*Times.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DONALDSON—On Dec. 26, at 18, Southampton-street, Bloomsbury, the wife of William Leverton Donaldson, Esq., Barrister-at-Law, of a daughter.

JACOBS—On Nov. 22, at Graham's Town, Cape of Good Hope, the wife of Simeon Jacobs, Esq., Solicitor-General, of a daughter.

SHEE—On Dec. 31, at 20, Prince's-square, Kensington-gardens, W., Marie, wife of Richard Jenery Shee, Esq., Barrister-at-Law, of a son.

STEWART—On Dec. 28, at 51, Boundary-road, St. John's-wood, the wife of Charles Stewart, Esq., Barrister-at-Law, of a son.

THOMPSON—On Dec. 22, at High Royds, Belle Vue-road, Leeds, the wife of Vincent T. Thompson, Esq., Barrister-at-Law, of a son.

TWYFORD—On Jan. 4, at Trotton House, Wimbledon, the wife of Augustus Samuel Twyford, Esq., of a son.

WATKINS—On Nov. 23, at Calcutta, East Indies, the wife of Justinian C. S. Watkins, Esq., Solicitor, of a son.

MARRIAGES.

STRONG—EDGELOW—On Dec. 28, at Teignmouth, S. Devon, Robert Dundas Strong, Esq., Solicitor, London, to Caroline, eldest daughter of Thomas Edgelow, Esq., of Thorn Park, Teignmouth.

DEATHS.

CHILD—On Dec. 29, at 20, King Edward's-road, Hackney, Ruth, the wife of Henry Child, Attorney and Solicitor, of Doctors'-commons, in the 55th year of her age.

CLARKE—On Jan. 2, at Waterloo Lodge, Reading, Rupert Clarke, Esq., Solicitor, and Coroner for the Eastern Division of the county of Berks, in the 62nd year of his age.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Dec. 31, 1869.

LIMITED IN CHANCERY.

Danderwen Slate Company (Limited).—Petition for winding up, presented Dec 23, directed to be heard before Vice-Chancellor Stuart on Jan 14. Bennett, Furnival's-inn, Holborn, solicitor for the petitioner.

Titanic Steel and Iron Company (Limited and Reduced).—Petition for reducing the capital from £360,000 to £172,000, presented March 2, directed to be heard before Vice-Chancellor Stuart on Jan 14. Burchells, Broad Sanctuary, Westminster, solicitors for the company.

UNLIMITED IN CHANCERY.

Brampton and Longtown Railway Company.—Vice-Chancellor James has, by an order dated Dec 20, ordered that the above company be wound up. Ashurst & Co, Old Jewry, solicitors for the company.

TUESDAY, Jan. 4, 1870.

LIMITED IN CHANCERY.

Paraguassu Steam Tramway Company (Limited).—Petition for winding up, presented Dec 22, directed to be heard before the Master of the Rolls on Jan 15. Walker & Sons, Founder's Hall, St Swithin's-lane, for Ellis & Field, Lpool, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Teignmouth and General Mutual Shipping Assurance Association.—Petition for winding up, presented Dec 18, directed to be heard before Vice-Chancellor James on Jan 15. James & Co, Ely-pl, Holborn, for Whidborne & Tozer, Teignmouth, solicitors for the petitioners.

United Ports and General Insurance Company.—Vice-Chancellor James has, by an order dated Dec 8, appointed Alfred Good, 71, Cornhill, to be official liquidator. Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Feb 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Dec. 31, 1869.

Friendly Society, Red Lion Inn, Bagshot, Surrey. Dec 24.

St John's Miles Platting Friendly Society, St John's Sunday School, Miles Platting, Lancashire. Dec 28.

White Hart Benevolent Friendly Society, Chilsworthy, Cornwall. Dec 24.

TUESDAY, Jan. 4, 1870.

Metropolitan Unity of Assistant Pawnbrokers' Friendly Society, New London Coffee-house, Newgate-st. Dec 30.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 28, 1869.

Baster, Lucy, Winnersh Lodge Grove, Berks, Widow. Jan 24. Strange v Lawrence, V.C. James. Kipping, Essex-st, Strand. Next-of-Kin to come in and prove their claims by same date.

Bowen, Fredk, Winchester, Hants, Jeweller. Feb 1. Re Bowen, V.C. Stuart. Gray & Co, Raymond-bldgs, Gray's-inn.

Burden, Henry John, Abingdon, Berks, Gent. Feb 15. Sendall v Blandy, M. R.

Fullagar, John, Tottenham, Brewer. Jan 31. Fullagar v Fullagar, V.C. James. Jones & Co, Lincoln's-inn-fields.

Grassam, Joseph, Drakeholes, Notts. Jan 12. Grassam v Mawer, V.C. Malins. Toynbee, Lincoln.

Hopkinson, Edmund Chas Cæsar, Colebridge House, Gloucestershire, Esq. Feb 1. Hopkinson v Vernon, M. R. Whitcombe & Son, Gloucester.

Lloyd, Eliz, Moore, Cheshire, Jan 18. Wilkinson v Lloyd, V.C. Malins. Beamont and Davies, Warrington.

Ross, Hy Jas, Grenada, West Indies, Chief Justice. March 1. Ross v Ross, V.C. James. Dale & Stretton, Gray's-inn-sq.

Wilson, Sir Thos Maryon, Charlton, Kent, Bart. Feb 15. Johnson v Perceval, V.C. Stuart. Clark, Lincoln's-inn-fields.

FRIDAY, Dec. 31, 1869.

Browne, Robt, Dublin, Merchant Tailor. Feb 21. Milton v Roberts, V.C. Stuart. Halse & Co, Cheapside.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 31, 1869.

edingham, Benj, Sutton, Isle of Ely, Carpenter. Feb 25. Evans & Son, Ely.

Brown, Jas, Hyde-side, Lower Edmonton, Gent. Jan 31. Holmes & Co, Philpot-lane.

Brown, Jas, Weldrake, Yorks, Farmer. March 1. Dale York.

Burchell, John, Iltney Farm, Mundon, Essex, Farmer. Jan 25. Crick, Maldon.

Burgess, David, Adlington, Cheshire, Farmer. Feb 1. Higginbotham & Barclay, Macclesfield.

Clarkson, Sophia, Carter-lane, Doctor's-commons, Spinster. Feb 1. Harrison & Co, Gray's-inn-sq.

Ede, Peter, High-st, Stoke Newington, Gent. Feb 15. Terell & Chamberlain, Basinghall-st.

Gray, Catharine Sarah, Beacontree-heath, Dagenham, Essex, Widow Feb 1. Hubbard & Son, Bucklersbury.

Gumm, Chas, Change-alley, Cornhill, Merchant. June 1. Lawford & Waterhouse, Austin-friars.

Gurney, Wm, Hollingdon, Bucks, Farmer. Feb 10. Newton, Leighton Buzzard.

Headland, Edward, Upper Portland-pl, Marylebone, Surgeon. March 1. Walker & Co, Southampton-st, Bloomsbury.

Knight, Geo, Rood-lane, Drysalter. March 1. Withall & Compton, Gt George-st, Westminster,

Meabry, Martha, Shrewsbury, Widow. March 25. Palin, Shrewsbury:

Ogden, Jas, Manch, M. D. Feb 16. Ashworth, Manch.

Page, Saml, Beacontree-heath, Dagenham, Essex, Coach Painter, Feb 1. Hubbard & Son, Bucklersbury.

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Read, Jas, Yexford, Suffolk, Gent. March 1. Read, Halesworth.
Salter, Hannah, Shrewsbury, Widow. March 25. Palin, Shrewsbury.
Sidebottom, Jas, Hollingsworth, Cheshire, Esq. March 1. Slater & Co, Manch.

TUESDAY, Jan. 4, 1870.

Brinton, Jemima, Birm, Widow. March 30. Simcox, Birm.
Clark, Chas, Mattingley, Hants, Farmer. Feb 8. Johnson & Weatheralls, Temple, for Lamb & Co, Odiham.
Creek, Jas, Cambridge, Fruiterer. Feb 1. Ellison, Cambridge.
Hartshorn, Rev Robt Wilson, Freetown, Sierra Leone, Africa. Feb 1. Harper & Co, Rood-lane.
Haynes, Wm, Bristol, Gent. Jan 31. Salmon, Bristol.
Hogg, Rev Edward, Fornham St Martin, Suffolk. Feb 1. Kitcheners & Fenn, Newmarket.
King, Wm, Eynsham, Oxford, Farmer. Feb 1. Druce, Oxford.
Knox, Very Rev Hy Barry, Headleigh, Suffolk. Feb 1. Robinson & Co, Hadleigh.
Martin, Mary Fras, Horsham, Sussex, Widow. Feb 15. Green, Worthing.
Parker, Harriett, Macclesfield, Cheshire, Widow. Feb 1. Latham & Bygott, Sandbach.
Ridgway, Anne, Ambleside, Westmoreland, Widow. Jan 31. Harrison & Son, Kendal.
Rigby, Wm, Upholland, Lancashire, Yeoman. March 1. Taylor, Wigan.
Robson, Jas, jun, Tanshelf, Yorks, Maltster. Feb 1. Carter, Pontefract.
Smith, Wm Lepard, St Alban's, Herts, Esq. March 1. Hepburn & Son, Bird-in-Hand-ct, Cheapside.
Spencer, John, Sheffield, Cowkeeper. March 1. Hodding & Beever, Worksop.
Tindale, Edward, Anglesea-pl, Limehouse, Gent. Jan 22. Ratcliffe & Son, St Michael's-alley, Cornhill.
Webb, Mary, Marlborough-rd, Chelsea, Spinster. Feb 1. Oale & Stretton, Gray's-inn-sq.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 31, 1869.

Abrahams, Clara, Woolf Harris, & Hyam Abrahams, Houndsditch, Hardwaremen. Dec 6. Comp. Reg Dec 28.
Alge, Thos, Birkenhead, Cheshire, Hatter. Nov 2. Comp. Reg Dec 29.
Aldred, Eliz, Huddersfield, Yorks, Milliner. Dec 7. Asst. Reg Dec 29.
Andrew, Chas, Springhead, nr Leeds, Cotton Spinner. Dec 3. Asst. Reg Dec 29.
Ashcroft, Jas, Augton, Lancashire, Joiner. Dec 15. Comp. Reg Dec 30.
Ashton, Ralph Low, Birkdale, Lancashire, Coal Merchant. Dec 17. Comp. Reg Dec 30.
Atherton, John, Adlington, Lancashire, Shoemaker. Dec 16. Comp. Reg Dec 28.
Barnett, Richd Clay, Quadring, Lincoln, Farmer. Dec 18. Asst. Reg Dec 29.
Barnsley, Wm, Stockport, Cheshire, Tanner. Dec 24. Comp. Reg Dec 29.
Batebelior, Wm, Portsea, Hants, Confectioner. Dec 24. Comp. Reg Dec 30.
Baynes, John, Blackburn, Lancashire, Cotton Spinner. Dec 24. Inspectorship, Reg Dec 28.
Bicknell, Geo, St Mary Cray, Kent, Grocer. Nov 23. Comp. Reg Dec 29.
Blackey, Jas, Leeds, Boot Manufacturer. Dec 21. Comp. Reg Dec 29.
Boardman, Geo, Lee-st, Kingsland, Comm Agent. Dec 29. Comp. Reg Dec 30.
Bonafield, Geo, New Broad-st, Merchant. Dec 29. Comp. Reg Dec 30.
Boon, Peter, Lpool, Merchant. Dec 2. Asst. Reg Dec 30.
Bott, Jas, All Saint's-rd, Kensington, Butcher. Dec 28. Comp, Reg Dec 30.
Bourn, Edward, Vassal-rd, Brixton, Baker. Dec 6. Comp. Reg Dec 30.
Boyd, Chas, Inverness-villas, The Grove, Hammersmith, Gent. Dec 1. Comp. Reg Dec 29.
Bradley, Saml, & Chas Jas Leedham, Carter-lane, Mantle Makers. Dec 22. Asst. Reg Dec 31.
Brewer, John Wm Cowles, Gloucester, Auctioneer. Dec 22. Asst. Reg Dec 29.
Brightman, Edward, Maulden, Beds, Dealer. Nov 17. Comp. Reg Dec 23.
Bruckner, Bernard, & Heinrich Jaeger, Mark-lane, Grain Agents. Dec 22. Comp. Reg Dec 29.
Buckley, John, Manch, Cooper. Dec 23. Comp. Reg Dec 29.
Buckley, Jonathan, Congleton, Cheshire, Innkeeper. Dec 29. Comp. Reg Dec 30.
Burch, John, Birm, Baker. Dec 23. Comp. Reg Dec 28.
Burnip, Thos, Newcastle-upon-Tyne, Dining Room Proprietor. Dec 6. Comp. Reg Dec 30.
Burns, Andrew Monorief, Lpool, Merchant. Dec 29. Inspectorship. Reg Dec 30.
Cardno, John, Huddersfield, Yorks, Confectioner. Dec 10. Asst. Reg Dec 30.
Cardwell, Wm, Gorton, nr Manch, Joiner. Dec 17. Comp. Reg Dec 29.
Carr, Paul, Frome, Somerset, Builder. Dec 7. Comp. Reg Dec 30.
Clack, John Wm, Newport, Monmouth, Builder. Dec 28. Comp. Reg Dec 30.
Chadwick, Wm, Worthing, Sussex, Grocer. Dec 2. Asst. Reg Dec 28.
Chapman, Thos, Cotton-st, Limehouse, Grocer. Dec 28. Comp. Reg Dec 30.
Clamp, Thos, Plough-lane, Battersea, Builder. Dec 22. Comp. Reg Dec 28.
Clay, Edward, Manch, Trimmings Dealer. Dec 27. Comp. Reg Dec 29.
Clay, Saml, The Grove, Hackney, Tailor. Dec 1. Comp. Reg Dec 28.
Clegg, Joseph, Ormskirk, Lancashire, Draper. Dec 22. Asst. Reg Dec 29.
Cook, Geo, Grundy-st, Poplar, Provision Merchant. Dec 21. Comp. Reg Dec 29.
Corner, John, City-rd, Finsbury-sq, Boot Manufacturer. Dec 18. Comps Reg Dec 30.
Cosh, Richd Lawrence, Shepherd's Bush-rd, Hotel Keeper. Nov 29. Comp. Reg Dec 29.
Cummins, Robt, Bishop Auckland, Durham, Plumber. Dec 1. Comp. Reg Dec 30.
Davies, David Wm, Warrington, Lancashire, Saddler. Nov 3. Asst. Reg Dec 30.
Davies, John, Shrewsbury, Salop, Saddler. Nov 30. Asst. Reg Dec 28.
Davis, Benj, The Pant, nr Ruabon, Denbigh, Grocer. Dec 9. Comp. Reg Dec 28.
Dawson, Thos, Newcastle-upon-Tyne, Tobacconist. Dec 28. Comp. Reg Dec 30.
Day, Wm, Holland-st, Corn Dealer. Dec 13. Comp. Reg Dec 30.
Digby, Edward John, & Wm Sewell, Chester, Silk Mercers. Dec 20. Comp. Reg Dec 29.
Dixon, John, Barnsley, Yorks, Draper. Dec 18. Comp. Reg Dec 30.
Douglas, Wm, Lpool, Merchant. Dec 14. Asst. Reg Dec 30.
Dyson, Jas, Northampton, Boot Manufacturer. Dec 24. Comp. Reg Dec 29.
Early, Edward Chas, Wimbourne-st, New North-rd, Hoxton, Builder. Dec 6. Comp. Reg Dec 30.
Edmondson, Edmund Jas, & Geo Balfe, Stockport, Cheshire, Cotton Spinners. Dec 15. Asst. Reg Dec 29.
Edmundson, Fredk, Witton, nr Blackburn, Lancashire, Grocer. Dec 1. Asst. Reg Dec 29.
Edwards, Morton Andrew, Holleywood-rd, Brompton, Sculptor. Dec 20. Comp. Reg Dec 30.
Edwards, Edward, Central-st, St Luke's. Dec 24. Asst. Reg Dec 30.
Ellis, Thos Webster, Sheffield, Surgical Instrument Manufacturer. Dec 6. Comp. Reg Dec 30.
Evans, Thos, Whitehorse-rd, Croydon, Builder. Dec 15. Asst. Reg Dec 30.
Fellows, Benj, Darlaston, Stafford, Licensed Victualler. Dec 16. Comp. Reg Dec 30.
Filewood, Robt, Upper Russell-st, Bermondsey, Tanner. Dec 2. Asst. Reg Dec 29.
Firkins, Hy Jas, Worcester, Hop Merchant. Dec 11. Comp. Reg Dec 29.
Fowler, Geo, Saltley, Birm, Grocer. Dec 28. Comp. Reg Dec 30.
Frith, Warren Hastings Leslie, Aberdeen-pl, Maida-hill, no occupation. Dec 13. Comp. Reg Dec 27.
Fry, Saml Gurney, Berkeley-gardens, Kensington, Financial Agent. Dec 24. Comp. Reg Dec 27.
Fryer, Wm, Avenue-rd, Camberwell, Dairyman. Dec 2. Comp. Reg Dec 29.
Fulford, Thos Joseph, Birm, out of business. Dec 17. Comp. Reg Dec 29.
Garside, John, Leek, Staffordshire, Draper. Dec 2. Asst. Reg Dec 29.
Gibson, Robt, Old Fish-st, Warehouseman. Dec 14. Comp. Reg Dec 29.
Glossop, Mary, Buxton, Derby, Widow. Dec 27. Comp. Reg Dec 29.
Glover, John, Swansea, Glamorganshire, Oil Merchant. Dec 28. Comp. Reg Dec 30.
Glover, Hy Heywood, & Thos McKeand, Lpool, Oil Merchants. Dec 13. Comp. Reg Dec 30.
Godden, Lewis, Dover, Kent, Licensed Victualler. Dec 21. Comp. Reg Dec 28.
Grainger, Hy, & Geo Wm Evans, Lower Thames-st, Foreign Provision Merchants. Dec 23. Inspectorship. Reg Dec 30.
Grant, Jas Gregor, Sunderland, Durham, Artist. Dec 15. Asst. Reg Dec 28.
Gray, Thos, Tatrington, York, Wheelwright. Dec 15. Asst. Reg Dec 30.
Green, Robt, Greycoat-pl, Westminster, Grocer. Dec 3. Comp. Reg Dec 28.
Greenwood, Hy, & Robt Slater, Burnley, Lancashire, Cotton Manufacturer. Dec 23. Comp. Reg Dec 29.
Griffiths, John, & Thos Thomas, Newport, Monmouth, Contractors. Dec 18. Asst. Reg Dec 30.
Halley, Jas, Nile-st, Hoxton, Draper. Dec 17. Comp. Reg Dec 30.
Hanson, Geo, Halifax, Yorks, Grocer. Dec 23. Asst. Reg Dec 30.
Harding, Wm, Bristol, Floor Cloth Manufacturer. Dec 22. Asst. Reg Dec 30.
Harris, Robt, Hales-ter, West India-avenue, Limehouse, Eating-house Keeper. Dec 24. Comp. Reg Dec 30.
Hart, Chas Lewis, Charlotte-st, Blackfriars-rd, Trimming Manufacturer. Dec 24. Comp. Reg Dec 30.
Heaven, Chas, & Jonas Robt Ford, Kingston-upon-Hull, Timber Merchants. Dec 18. Comp. Reg Dec 30.
Hemer, Luke, Litherland, nr Lpool, Draper. Dec 15. Comp. Reg Dec 29.
Hennet, Follett Chas, & Daniel Spink, Bridgewater, Somerset, Ironfounders. Dec 14. Asst. Reg Dec 31.
Hepple, Robt, Bill Quay, Durham, Grocer. Dec 24. Comp. Reg Dec 30.
Heritage, Geo, sen, & Geo Heritage, jun, Widdicombe-ter, Plaistow, Builders. Nov 24. Asst. Reg Dec 29.
Hill, Geo, Halifax, Woolstapler. Dec 6. Asst. Reg Dec 30.
Hilton, John, Thos Wm Hilton, & Wm Vincent Hodgson, Manch, Comm Agents. Nov 23. Asst. Reg Dec 31.
Hirst, John Walton, Manch, Comm Agent. Dec 22. Comp. Reg Dec 30.
Hodges, Benj, Waterloo-rd, Dealer in Earthenware. Dec 17. Comp. Reg Dec 30.
Holtidge, Jas, Portland-pl, South Norwood, Builder. Dec 24. Comp. Reg Dec 29.
Holt, Joseph, Rochdale, Lancashire, Flannel Manufacturer. Dec 20. Comp. Reg Dec 30.
Hopkinson, Chas, Barnsley, Yorkshire, Draper. Dec 7. Asst. Reg Dec 28.
Horton, Matthew Stoker, Linton, Cambridge, Independent Minister. Dec 11. Comp. Reg Dec 29.
Hudson, Richd, Clifton, nr Preston, Lancashire, Gamekeeper. Dec 24. Comp. Reg Dec 28.
Hunter, Jas, Skipton, Yorkshire, Innkeeper. Nov 23. Asst. Reg Dec 29.

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Irving, Isaac, Coniston Hall, Lancashire, Farmer. Dec 22. Asst. Reg Dec 28.
Jackson, John Feilde, Ramsgate, Kent, Shipbroker. Nov 13. Comp. Reg Dec 29.
Jeffrey, Joshua, Newcastle-upon-Tyne, Grocer. Dec 24. Comp. Reg Dec 28.
Jordan, Robt Jacob, Bridge-house Hotel, Wellington-st, London-bridge, Patent Medicine Vendor. Dec 10. Comp. Reg Dec 28.
Joyce, Thos, Torquay, Devonshire, Draper. Dec 17. Comp. Reg Dec 29.
Kendall, Edwd, Westmorland-rd, Bayswater, Commercial Clerk. Dec 15. Comp. Reg Dec 30.
Kendall, Wm Bilton, Littlehampton, Sussex, Milliner. Dec 18. Comp. Reg Dec 30.
Kennedy, Thos, Pendleton, nr Manch, General Dealer. Nov 22. Asst. Reg Dec 29.
Lampard, Stephen, Portsea, Hants, Plumber. Dec 24. Asst. Reg Dec 28.
Langdale, John, Southport, Lancashire, Draper. Dec 6. Asst. Reg Dec 29.
Lawrence, Geo, Dewsbury, Yorkshire, Ironmonger. Nov 29. Asst. Reg Dec 30.
Lawrence, Alfred, Milton-ter, Hornsey New-town, Clerk. Dec 29. Comp. Reg Dec 29.
Laws, Geo, Leeds, Clothier. Dec 9. Comp. Reg Dec 29.
Lazenby, Wm, York, Grocer. Dec 3. Comp. Reg Dec 30.
Leadbeater, Chas Worrall, Lpool, Druggist. Dec 24. Comp. Reg Dec 30.
Learmonth, Wm, Bow-lane, Warehouseman. Dec 28. Comp. Reg Dec 30.
Leech, Jas, John Leech, & Edmund Leech, Foot Mill, nr Rochdale, Lancashire, Cotton Spinners. Dec 9. Comp. Reg Dec 29.
Leete, John Clapham, Finedon, Northamptonshire, Butcher. Dec 22. Asst. Reg Dec 30.
Lemon, Watson, New Church-rd, Camberwell, Glass Merchant. Dec 14. Comp. Reg Dec 30.
Lindsay, David Alex, & Wm Gervais Chittick, Manch, Merchants. Dec 3. Comp. Reg Dec 30.
Ledge, Thos, Sheffield, Grocer. Nov 20. Asst. Reg Dec 30.
Lowe, Thos, & Geo Fredk Mills, Manch, Joiners. Dec 30. Comp. Reg Dec 30.
Lublin, Edwd, Lpool, Merchant. Dec 22. Comp. Reg Dec 29.
Macintosh, Wm, jun, Paternoster-row, Publisher. Dec 28. Comp. Reg Dec 30.
Mann, Benj, Cleckheaton, Yorks, Manufacturer. Dec 23. Comp. Reg Dec 29.
Marks, Abraham Marks, Aldermanbury, Trimming Manufacturer. Nov 25. Asst. Reg Dec 29.
Marks, Moses, Birm, Boot Dealer. Dec 28. Comp. Reg Dec 30.
Marsden, Richd, Blackburn, Lancashire, Dealer in Cotton Cloth. Dec 22. Comp. Reg Dec 30.
Matt, Matthew, & Chas Hassenfratz, Cardiff, Glamorgan, Watchmakers. Dec 13. Comp. Reg Dec 29.
May, Wm Thos, Lpool, Licensed Victualler. Dec 28. Inspectorship. Reg Dec 30.
Mayall, Edward, Warrington, Lancashire, Dyer. Nov 30. Comp. Reg Dec 27.
Mayor, Louis Jas, Walbrook, Wine Merchant. Dec 20. Comp. Reg Dec 23.
Millard, John, Snedshill, Salop, Beerseller. Dec 16. Asst. Reg Dec 30.
Mitchell, Joseph, Weston-super-Mare, Somerset, Grocer. Nov 23. Comp Reg Dec 21.
Mixer, John, Newgate-st, Grocer. Dec 29. Comp. Reg Dec 30.
Morgan, John, Pontlothyn, Glamorgan, Grocer. Dec 2. Comp. Reg Dec 29.
Morris, Richd, Risca, Monmouth, Grocer. Dec 15. Comp. Reg Dec 30.
Moseley, John Edward, Huddersfield, Yorks, Builder. Nov 29. Asst. Reg Dec 27.
Murphy, Fras, Lpool, Dealer in Works of Art. Dec 10. Comp. Reg Dec 29.
Nancarrow, Thos, Liskeard, Cornwall, Grocer. Nov 30. Asst. Reg Dec 28.
Nash, Thos, Gt Dover-st, Borough, Brush Manufacturer. Dec 18. Comp. Reg Dec 30.
Needham, Wm, & Geo Needham, St Paul's-churchyard, Mantle Manufacturers. Dec 22. Comp. Reg Dec 31.
Nevins, Robt Thos, Bishopsgate-st Within, Corn Factor. Dec 29. Comp. Reg Dec 31.
Newbery, Wm, Bath, Grocer. Nov 23. Asst. Reg Dec 29.
Norton, Saml, & Thos Fullwood, West Bromwich, Stafford, Coal Masters. Dec 15. Comp. Reg Dec 30.
Oelrichs, Ernest Ferrand, & Wm Augustus Ernest Oelrichs, Mincing-lane, Mercantile Clerks Dec 23. Comp. Reg Dec 30.
O'Filahertie, Georgiana Matilda, Brighton, Boarding-house Keeper. Dec 9. Comp. Reg Dec 29.
Oldham, Joshua, Seaford, Sussex, Gent. Dec 9. Asst. Reg Dec 30.
Paul, Joseph, West Compton, Dorset, Farmer. Dec 7. Asst. Reg Dec 27.
Pearce, Robt, & Joseph Pearce, Lpool, Shipwrights. Dec 24. Comp. Reg Dec 30.
Pickering, Joseph, Rood-lane, Dealer in Colonial Produce. Dec 8. Comp. Reg Dec 30.
Piper, Edwd, Eden-villa, South Norwood, Lodging-house Keeper. Dec 17. Comp. Reg Dec 30.
Poole, Frank, Ashton-under-Lyne, Lancashire, Bootmaker. Dec 23. Asst. Reg Dec 29.
Price, John, Bristol, Attorney. Dec 24. Comp. Reg Dec 29.
Procter, Jas, Radcliffe Bridge, Lancashire, Manufacturer. Dec 28. Asst. Reg Dec 30.
Rank, Hy, Darlington, Durham, Bootmaker. Dec 22. Asst. Reg Dec 29.
Rawdon, Walter, Silver-st, Notting-hill, Whitesmith, Dec 7. Comp. Reg Dec 28.
Redfern, Joe, Preston, Lancashire, File Manufacturer. Dec 20. Comp. Reg Dec 29.
Robinson, John, Ham, Surrey, Grocer. Dec 21. Comp. Reg Dec 29.
Rutter, Isaac, Cardiff, Glamorgan, Grocer. Dec 20. Comp. Reg Dec 29.
Sandham, Geo, & John Sandham, Rossendale, Lancashire, Cotton Spinners. Dec 16. Asst. Reg Dec 30.
Saul, Richd, Albert-ter, Southwark, Meat Salesman. Nov 30. Comp. Reg Dec 28.
Scott, Hy, Wigan, Lancashire, Boot Dealer. Dec 11. Comp. Reg Dec 29.
Sechel, Simon, Savage-gardens, Tower-hill, Merchant. Dec 29. Comp. Reg Dec 30.
Senior, Ebenezer, Houghton-le-Spring, Durham, Tailor. Dec 18. Asst. Reg Dec 30.
Senior, Jas, Manch, Draper. Dec 13. Comp. Reg Dec 30.
Shepherd, Beriah, Trelyn, Monmouth, Colliery Proprietor. Dec 2. Comp. Reg Dec 29.
Sherry, Jas, Landport, Hants, Bootmaker. Dec 6. Asst. Reg Dec 29.
Sherwood, Thos, Adam-st, Adelphi, Private Hotel Keeper. Dec 22. Comp. Reg Dec 29.
Slaney, Thos, Hanley, Stafford, Grocer. Dec 21. Comp. Reg Dec 29.
Smith, Saml Howard, Norwich, Silversmith. Dec 9. Comp. Reg Dec 30.
Soppet, Wm, North Shields, Northumberland, Bank Agent. Dec 24. Asst. Reg Dec 30.
Standring, Jas Hartley, Bradford, Yorkshire, Jeweller. Dec 20. Comp. Reg Dec 30.
Steers, Wm, Brighton, Sussex, Omnibus Proprietor. Dec 14. Comp. Reg Dec 30.
Straw, Thos, Sheffield, Grocer. Dec 7. Asst. Reg Dec 30.
Stuckey, Geo, jun, Blackburn, Lancashire, Bootmaker. Dec 1. Asst. Reg Dec 31.
Suter, Robt, Manch, Baker. Dec 23. Comp. Reg Dec 31.
Tay, Thos Josiah, Wolverhampton, Staffordshire, Innkeeper. Dec 14. Comp. Reg Dec 30.
Taylor, Jacob, Royton, Lancashire, Cotton Spinner. Dec 16. Asst. Reg Dec 30
Taylor, Alex, & Joseph Taylor, Lpool, Merchants. Dec 14. Asst. Reg Dec 29.
Taylor, Mary, Birmingham, out of business. Dec 28. Comp. Reg Dec 30.
Taylor, Mark Jes, Maidenhead, Berks, Grocer, Dec 23. Comp. Reg Dec 30.
Taylor, Wm Beaumont, Huddersfield, York, Accountant. Dec 23. Comp. Reg Dec 30.
Taylor, Joseph, jun. Wednesbury, Staffordshire, Builder. Dec 27. Comp. Reg Dec 30.
Tennant, Joseph, jun, Preston, Lancashire, Draper. Dec 10. Asst. Reg Dec 28.
Thomas, Mary Ann, Bradford, Yorkshire, Licensed Victualler. Dec 21. Asst. Reg Dec 30.
Thomas, Geo Hy, Clipstone-st, Fitzroy-sq, Builder. Dec 15. Comp. Reg Dec 30.
Thomas, Francis, Hanway-st, Oxford-st, Jeweller. Dec 20. Comp. Reg Dec 29.
Turner, Wm, Birm, Licensed Victualler. Dec 21. Comp. Reg Dec 30.
Turner, Phillip, Stanford-villas, Myddelton-rd, Mayes-rd, Wood-green, Builder. Dec 20. Comp. Reg Dec 29.
Tutt, Geo, Hastings, Sussex, Boatbuilder. Dec 23. Comp. Reg Dec 29.
Tyson, Joseph, Bread-st, Sewed Muslin Manufacturer. Nov 17. Asst. Reg Dec 29.
Uzielli, Clement Matthew, & Richd Percival Jeaffreson, Fenchurch-st, Wholesale Tea Dealers. Dec 20. Comp. Reg Dec 29.
Viner, Edwd, Cirencester, Gloucestershire, Confectioner. Dec 3. Asst. Reg Dec 28.
Vizetelly, Hy Richd, Cecil-st, Strand, out of business. Dec 6. Comp. Reg Dec 24.
Wadley, Geo Hy, Longton, Staffordshire, Printer. Nov 25. Asst. Reg Dec 30.
Walters, Edwin, Gt Dover-st, Southwark, Bootmaker. Dec 6. Comp. Reg Dec 29.
Ward, Wm Hy, Chancellor-rd, West Dulwich, Comm Agent. Dec 20. Asst. Reg Dec 29.
Warner, Chas, Vauxhall-walk, Lambeth, Mineral Waters Manufacturer. Dec 11. Comp. Reg Dec 30.
Warrington, Robt Edwin, Tonbridge, Kent, Bricklayer. Dec 4. Comp. Reg Dec 29.
Watts, Geo, Park-ter, Crouch End, Hornsey, Dairyman. Dec 17. Comp. Reg Dec 29.
Wells, Alfred, Little Earl-st, Seven Dials, Grocer. Dec 8. Asst. Reg Dec 30.
Wheatcroft, Geo, Nottingham, Builder. Dec 18. Asst. Reg Dec 28.
Wheeler, Joseph, Bolingbrooke-ter, Wandsworth, Plasterer. Nov 29. Comp. Reg Dec 27.
Whitworth, Wm, Halifax, Yorks, Woollen Manufacturer. Dec 14. Comp. Reg Dec 30.
Wignall, Fredk Wm, St Helen's, Lancashire, Ironmonger. Dec 16. Asst. Reg Dec 30.
Williams, Chas Wm, Birm, Solicitor. Dec 22. Asst. Reg Dec 30.
Willmott, John, Birmingham-villas, Palace-rd, Upper Norwood, Lodging-house Keeper. Dec 18. Comp. Reg Dec 30.
Wilson, Joseph, Chorley, Lancashire, Cabinet Maker. Dec 16. Comp. Reg Dec 30.
Wooltorton, Chas, Farringdon-st, Valuer. Nov 30. Comp. Reg Dec 30.
Wyatt, Geo, Northwick-ter, Maida-hill, Architect. Dec 1. Comp. Reg Dec 29.
Wycherley, Thos Ebenezer, Leeds, Grocer. Dec 28. Comp. Reg Dec 30.
Wyrill, Wm Alderson, Salford, Lancashire, Comm Agent. Dec 13. Asst. Reg Dec 30.
Xenos, Stefanos, Essex-st, Strand, Merchant. Nov 9. Asst. Reg Dec 29.

Bankrupts.

FRIDAY, Dec. 31, 1869.

To Surrender in London.

Armes, Geo, Francis-st, Bedford-sq. out of business. Pet Dec 29. Jan 26 at 11. Peverley, Gresham-bldgs, Basinghall-st.

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Aarons, Parry, Leman-st, Whitechapel, Shirt Manufacturer. Pet Dec 28. Jan 24 at 2. Lewis & Lewis, Ely-pl.

Bagge, Hy, Prisoner for Debt, London. Pet Dec 23 (for pau). Pepys. Jan 11 at 12. Lawrence, Lincoln's-inn-fields.

Bamford, Fredc Seymour, Park-rd North, Old Ford, Temporary Clerk. Pet Dec 2[illegible]. Pepys. Jan 14 at 11. Lewis & Lewis, Ely-pl, Holborn.

Barber, Isaac, Arundel-pl, Lewisham, Plumber. Pet Dec 28. Jan 17 at 11. Scard & Son, Gt St Helens.

Becket, Frank, Harrow-rd, Paddington-green, Auctioneer. Pet Dec 29. Pepys. Jan 14 at 1. Bartlett, Chandos-st, West Strand.

Behrens, Joseph Barnett, Willoughby-ter, Tottenham, Picture Dealer. Pet Dec 28. Jan 17 at 1. Treherne & Woolferstan, Aldermanbury.

Berry, Philip, Egham, Surrey, Grocer. Pet Dec 28. Jan 17 at 11. Philp, Pancras-lane, Bucklersbury.

Brabrook, Jas, Stockwell-pl, Stockwell-rd, Baker. Pet Dec 28. Pepys. Jan 14 at 12. Rigby, Gresham-st, Bank.

Bridges, Wm, Maldon, Essex, Machinist. Pet Dec 28. Pepys. Jan 14 at 12. Digby, Lincoln's-inn-fields.

Brown, Jas, Wimbledon, out of business. Pet Dec 28. Pepys. Jan 14 at 12. Ody, Trinity-st, Southwark.

Brown, John Thos, Alderminster-rd, Old Kent-rd, Comm Agent. Pet Dec 29. Pepys. Jan 14 at 2. Croft, Mark-lane.

Broughton, Hy, St Leonard's-rd, Bromley, Grocer. Pet Dec 29. Jan 26 at 11. Holmes, Fenchurch-st.

Bull, Benj, jun, Richmond, Surrey, Hotel Proprietor. Pet Dec 29. Jan 12 at 2. Loxley & Morley, Cheapside.

Cahan, Nicholas, Museum-st, Bloomsbury, Sign Writer. Pet Dec 28. Jan 17 at 12. Stokes, Chancery-lane.

Capel, Chas, Basingstoke, Hants, out of business. Pet Dec 27. Jan 17 at 11. Sole & Co, Aldermanbury, for Mallam, Oxford.

Clarke, Chas, Prisoner for Debt, London. Adj Dec 22. Pepys. Jan 14 at 2.

Cliff, Thos, Romford, Essex, Butcher. Pet Dec 29. Pepys. Jan 18 at 11. Woodhams, Kennington-pk-rd.

Cook, Louis, Bishopsgate-st Without, Shoe Manufacturer. Pet Dec 11. Jan 12 at 1. Richardson, Golden-sq.

Coulter, Jas, St John's-wood-ter, Gardener. Pet Dec 24. Jan 24 at 12. Denton & Co, Gray's-inn-sq.

Davis, John Edwd, Liverpool-rd, Manager. Pet Dec 27. Pepys. Jan 11 at 11. Reed, Guildhall-chambers.

De Castro, John, Belvedere, Kent, Merchant. Pet Dec 27. Jan 24 at 1. Morris & Co, Finsbury-circus.

Durant, Robt John, Bancroft-rd, Mile end, Tailor. Pet Dec 28. Jan 17 at 12. Bassett & March, Gt James-st, Bedford-row.

Edmond, Jas, King-st, Camden-town, Butcher. Pet Dec 28. Jan 24 at 12. Davis, Golden-sq.

Ellis, Edwd Geo, Prisoner for Debt, London. Pet Dec 27 (for pau). Jan 17 at 11. Fisher, Camberwell New-rd.

Evans, Robt, Alfred-rd, South Norwood, Builder. Pet Dec 28. Jan 17 at 12. Reid & Turner, Gresham-st.

Faith, John, Broke-rd, Queen's-rd, Dalston, Comm Agent. Pet Dec 27. Pepys. Jan 11 at 2. Carter & Bell, Leadenhall-st.

Farr, Wm, Luton, Bedfordshire, Licensed Victualler. Pet Dec 29. Pepys. Jan 18 at 11. Clarke, St Mary's-sq, Paddington.

Flutter, Thos, Prisoner for Debt, London. Pet Dec 27 (for pau). Brougham. Jan 24 at 1. Lawrence, Lincoln's-inn-fields.

Freeman, Geo, Temple Cowley, Oxfordshire, Farmer. Pet Dec 29. Jan 12 at 12. Edward's, Bush-lane, Cannon-st.

Gilbert, Joseph, Blythe-hill, Stanstead-rd, Forest-hill, Tea Dealer. Pet Dec 29. Jan 26 at 12. Moss, Gracechurch-st,

Giles, Wm, Euston-rd, out of business. Pet Dec 28. Jan 17 at 12. Angell, Warrington-gardens, Paddington.

Goodey, John, Prisoner for Debt, London. Pet Dec 22 (for pau). Brougham. Jan 17 at 2. Freeman, Bedford-row.

Gregory, John, Charlotte-st, Caledonian-rd, Broker's Clerk. Pet Dec 28. Pepys. Jan 11 at 2. Keighley, Ironmonger-lane.

Gwynn, Wm, Crispin-st, Spitalfields, Manager. Pet Dec 28. Jan 24 at 2. Apps, South-sq, Gray's-inn.

Harris, Lewis, Houndsditch, Traveller to a Clothier. Pet Dec 29. Jan 19 at 11. Godfrey, Hatton-garden.

Harris, Edwin, Long Crendon, Bucks, Needle Manufacturer. Pet Dec 28. Jan 17 at 1. Cooke, Gresham-bldgs, Guildhall.

Harris, Edmund, Prisoner for Debt, London. Pet Dec 28 (for pau). Jan 17 at 1. Rigby, Gresham-st, Bank.

Harrison, Richd, Watford, Herts, out of business. Pet Dec 28. Jan 17 at 12. Nash, Bevois-st, Basinghall-st.

Haynoe, Edwd, Park-rd, Richmond, Carpenter. Pet Dec 28. Jan 17 at 12. Hicklin & Washington, Trinity-sq, Borough.

Hayward, Robt, Lorrimore-st, Walworth, Clerk. Pet Dec 29. Jan 17 at 2. Towse, Laurence Pountney-lane.

Heath, Hy Jas Burr, Prisoner for Debt, London. Adj Dec 22. Jan 24 at 11.

Heather, Jas, Prisoner for Debt, London. Pet Dec 23 (for pau). Brougham. Jan 19 at 1. Hicks, Coleman-st.

Hessey, Joseph, Ryder's-ct, Leicester-sq, Coffee-house Keeper. Pet Dec 28. Jan 17 at 2. Clarke, St Mary's-sq, Paddington.

Hole, Wm, Prisoner for Debt, London. Adj Dec 22. Jan 24 at 11.

Higham, Thos Wm, Ernest-st, Regent's-pk, Cheesemonger. Pet Dec 28. Pepys. Jan 14 at 12. Pearce, Giltspur-st.

Holmes, Wm John, Belgrave-ter, Shepherd's-bush, Builder. Pet Dec 28. Pepys. Jan 11 at 2. Dubois, Church-passage, Gresham-st.

Humphries, Joseph Hy, St Andrew's-ter, Wandsworth-rd, Builder. Pet Dec 27. Jan 24 at 12. Hanrott, Bedford-row.

Hurrion, Wm, Sydney-ter, New Cross, Horse Dealer. Pet Dec 27. Pepys. Jan 11 at 2. Watson, Basinghall-st.

Jennings, Edwin, Prisoner for Debt, London. Pet Dec 23 (for pau). Pepys. Jan 11 at 12. Lawrence, Lincoln's-inn-fields.

Jonas, Lewis, Norwich, Clothier. Pet Dec 29. Jan 26 at 12. Solomon, Finsbury-pl.

Jones, Chas, White Horse-st, Stepney, out of business. Pet Dec 29. Jan 17 at 2. Steadman, London-wall.

Jones, John, Mortimer-rd, Kingsland, Builder. Pet Dec 29. Jan 17 at 1. Godfrey, Hatton-garden.

Jukes, Hy, Valentine-pl, Webber-st, Blackfriars-rd, Glass Blower. Pet Dec 24. Jan 12 at 2. Edwards, Bush-lane, Cannon-st.

Kempton, Edwd, Morning-lane, Hackney, Upholsterer. Pet Dec 27. Jan 24 at 12. Brighten, Bishopsgate-st Within.

King, Geo, The Retreat, Lewisham, General Dealer. Pet Dec 29. Jan 14 at 2. Miller & Stubbs, Eastcheap.

Knightbridge, Jas Chas, Conduit-rd, Plumstead, Linendraper. Pet Dec 29. Jan 19 at 11. Buchanan, Basinghall-st.

Kramer, Moritz Wilhelm, Lombard-st, Agent. Pet Dec 24. Jan 19 at 1 Linklaters & Co, Walbrook.

Lance, Wm, Wellington-ter, Elgin-rd, Kensington-pk, Cheesemonger. Pet Dec 29. Pepys. Jan 14 at 1. Hicks, Francis-ter, Hackney-wick.

Luman, Geo, Clayhall-rd, Old Ford-rd, Bow, Builder. Pet Dec 29. Jan 26 at 12. Moss, Gracechurch-st.

Marriott, Ambrose, St Neot's, Huntingdonshire, Gas Engineer. Pet Dec 28. Jan 24 at 1. Austen & Co, Raymond's-bldgs, Gray's-inn.

Marriott, Chas, & Jonathan Lorkin Ely, Muswell-hill-rd, Colney Hatch, Builders. Pet Dec 29. Pepys. Jan 18 at 11. Parks, Beaufort-bldgs, Strand.

Maude, John, Upper Hamilton-ter, St John's Wood, of no occupation. Pet Dec 29. Jan 19 at 11. Wild & Barber, Ironmonger-lane.

Mayhew, Sidney, Melrose-rd, South Fields, Wandsworth, Gent. Pet Dec 29. Jan 26 at 1. Apps, South-sq, Gray's-inn.

Morbey, John, Golden-sq, Bill Discounter. Pet Dec 29. Pepys. Jan 14 at 1. Lewis & Co, Basinghall-st.

Osborn, Thos, Prisoner for Debt, London. Adj Dec 22. Jan 24 at 11.

Part, Thos, Long-lane, Bermondsey, General Dealer. Pet Dec 29. Jan 12 at 2. Geaussent, New Broad-st.

Pepper, Tobiah, Whewell-rd, Upper Holloway, Comm Agent. Pet Dec 28. Pepys. Jan 11 at 2. Dodd, jun, New Broad-st.

Pernet, Alex, Upper Gloucester-pl, Dorset-sq, Milliner. Pet Dec 29. Jan 12 at 12. Eldred & Andrew, Gt James-st.

Preedy, Geo Fras, Docwra-bldgs, King Henry's-walk, Ball's Pond, Walking-stick Maker. Pet Dec 28. Jan 24 at 1. Greaves, Essex-st, Strand.

Prescott, Charlotte Ursula, Carro-ter West, Brompton, Milliner. Pet Dec 27. Jan 24 at 1. Alcock, Queen-st, Brompton.

Prior, Wm Thos, Kingston, Hants, Licensed Victualler. Pet Dec 23. Jan 19 at 11. Westall & Co, Leadenhall-st; Champ, Portsea.

Ramm, Hy, Prisoner for Debt, London. Pet Dec 21. Pepys. Jan 11 at 11. Lewis & Co., Old Jewry.

Roberts, Horace, Hart-street, Bloomsbury, Clerk in Holy Orders. Pet Dec 24. Jan 12 at 2. Bassett & March, Gt James-st, Bedford-row.

Rolt, Jeremiah, Oliffe-st, Cubitt's-town, Watchman. Pet Dec 29. Jan 19 at 11. Marshall, Lincoln's-inn-fields.

Rolfe, Wm, Porthill, Hertford, Corn Dealer. Pet Dec 29. Pepys. Jan 18 at 11 Scott, Basinghall-st.

Say, Jas, & John Springall, Clarendon-st, Harrow-rd, Builders. Pet Sept 28. Pepys. Jan 14 at 1. Nash & Co, Suffolk-lane.

Severs, Hy Hemley, Gracechurch-st, Merchant. Pet Dec 29. Jan 17 at 11. Thomas & Hollams, Mincing-lane.

Sheppard, Richd John, Wigmore-st, Cavendish-sq, Clerk. Pet Dec 24. Jan 24 at 12. Marsden, Walbrook.

Simpson, John, Thomas-st, Whitechapel-rd, Engineer. Pet Dec 24. Pepys. Jan 14 at 11. Champion, Ironmonger-lane.

Smith, Wm Harris, Lancaster-rd, Notting-hill, Carpenter. Pet Dec 28. Jan 24 at 1. Rigby, Gresham-st.

Stevens, Chas, Red Lion-sq, Holborn, Printer. Pet Dec 29. Jan 17 at 1. Burt, Guildhall-chambers, Basinghall-st.

Storey, John, Cow Cross-st, Smithfield, Assistant Relieving Officer. Pet Dec 24. Jan 24 at 11. Hicks, Francis-ter, Hackney Wick.

Summers, John, Falmouth-rd, Dover-rd, Potato Salesman. Pet Dec 28. Pepys. Jan 14 at 12. Prior & Bigg, Southampton-bldgs.

Sutherland, Jas Stewart Calder, Hereford-rd, Bayswater. Pet Dec 23. Jan 17 at 2. Linklaters & Co, Walbrook.

Turner, Wm Hy, Euston-st, Glass Painter. Pet Dec 28. Pepys. Jan 14 at 11. Cooke, Gresham bldgs.

Turnham, John, Catford-bridge, Lewisham, out of business. Pet Dec 29. Jan 17 at 2. Scarth, Welbeck-st, Cavendish-sq.

Twining, Edwin, Coleman-st, Islington, Comm Agent. Pet Dec 27. Jan 24 at 12. Steadman, London-wall.

Vallance, Geo, Aylesbury, Buckinghamshire, Draper. Pet Dec 28. Pepys. Jan 14 at 12. Cooke, Gresham-bldgs.

Walker, Thos, Huntsworth-ter, Portman-market, Marylebone, Baker. Pet Dec 20. Jan 17 at 2. Silvester, Gt Dover-st, Newington.

Weedon, Edwin, Moreton-ter, Pimlico, Journeyman Goldsmith. Pet Dec 27. Pepys. Jan 11 at 1. Jenkins, Tavistock-st, Covent-garden.

West, Thos, Devons-rd, Bromley-by-Bow, Engineer. Pet Dec 29. Pepys. Jan 14 at 2. Shearman, Little Tower-st.

White, Geo Whitefield, High Cross, Tottenham, Schoolmaster. Pet Dec 27. Jan 12 at 2. Stacpoole, Pinner's-hall, Old Broad-st.

Willis, Geo, Herne-st, Canning-town, Builder. Pet Dec 28. Jan 24 at 2. New, Basinghall-st.

Windover, Wm, New Windsor, Berks, Licensed Victualler. Pet Dec 29. Jan 26 at 12. Clarke, St Mary-sq, Paddington.

Winkelhaken, Saml, Brick-lane, Bethnal-green, Glass Cutter. Pet Dec 27. Jan 12 at 2. Rigby, Gresham-st.

Wirtzfeld, Fras Joseph, Upper Baker-st, Regent's-pk, Upholsterer. Pet Dec 29. Jan 17 at 1. Alcock, Queen-st, Brompton.

Wood, Chas Hy, Williams-st, Kennington-rd, out of business. Pet Dec 28. Pepys. Jan 14 at 1. Marshall, Lincoln's-inn-fields.

To Surrender in the Country.

Abrahams, John, Prisoner for Debt, Bedford. Pet Dec 21. Austin. Luton, Jan 15 at 11.

Adams, Richd, Manch, Wheelwright. Pet Dec 24. Kay. Manch, Jan 15 at 9.30. Lawton, Manch.

Aunglers, Jas, Durham, Innkeeper. Pet Dec 29. Trotter. Bishop Auckland, Jan 13 at 10. Hutchinson, Bishop Auckland.

Balaam, Philip, Ipswich, Coal Merchant. Pet Dec 29. Pretyman. Ipswich, Jan 15 at 11: Hill, Ipswich.

Ball, Wm, Leicester, Carriage Manufacturer. Pet Dec 28. Ingram. Leicester, Jan 22 at 10. Hunter, Leicester.

Ball, Wm, Prisoner for Debt, Norwich. Adj Dec 15. Reed. Downham Market, Jan 3 at 10.

Banyard, Nehemiah, Ringwood, Hampshire, Saddler. Pet Dec 28. Johns. Fordingbridge, Jan 18 at 12. Sharp, Christchurch.

Barmingham, Christopher, Appleby, Westmorland, out of business. Pet Dec 28. Heelis. Appleby, Jan 14 at 12. Thompson, Appleby.

Baskerfield, Richd, Halesowen, Worcester, Carpenter. Pet Dec 29. Harward. Stourbridge, Jan 17 at 10. Homer, Brierley-hill.

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Bellamy, Geo Edman, Saxlingham, Norfolk, Schoolmaster. Pet Dec 28. Palmer. Norwich, Jan 15 at 10. Sparrow, Norwich.
Bennett, Joseph Dean, Monk's Coppenhall, Cheshire, Journeyman Joiner. Pet Dec 21. Broughton. Nantwich, Jan 8 at 11. Sheppard, Crewe.
Bigland, Saml Hy, Lpool, Marine Insurance Broker. Pet Dec 27. Lpool, Jan 12 at 11. Etty, Lpool.
Bond, Robt, Northampton, Horse Breaker. Pet Dec 24. Dennis. Northampton, Jan 15 at 10. White, Northampton.
Booth, John Twisse, Lpool, Manager for a Tea Dealer. Pet Dec 22. Lpool, Jan 10 at 11. Bellringer, Lpool.
Bullock, John, Monk's Coppenhall, Cheshire, out of business. Pet Dec 27. Broughton. Nantwich, Jan 15 at 11. Salt, Tunstall.
Campbell, Fredk Pelew, Lpool, Licensed Victualler. Pet Dec 27. Lpool, Jan 10 at 11. Dixon, Lpool.
Carter, Jas, North Shields, Northumberland, out of business. Pet Dec 28. Ingledew. North Shields, Jan 12 at 3. Mabane, South Shields.
Champion, Wm, Cross Farm, Somersetshire, Farmer. Pet Dec 29. Dommett. Chard, Jan 15 at 9. Paull, Ilminster.
Chapman, Fredk, Mildenhall, Suffolk, Beerhouse Keeper. Pet Dec 28. Read. Mildenhall, Jan 13 at 11. Bye, Soham.
Clarkson, Wm, Filey, Yorkshire, Schoolmaster. Pet Dec 28. Woodall, Scarborough, Jan 14 at 3. Williamson, Scarborough.
Cook, Wm, Swinton, Lancashire, Boot Maker. Pet Dec 28. Hulton. Salford, Jan 15 at 9.30. Cobbett, Manch.
Cook, Geo, Aubourn, Lincolnshire, Farm Labourer, Pet Dec 24. Uppleby. Lincoln, Jan 12 at 11. Rex, Lincoln.
Corbett, John, Worleston, Cheshire, Journeyman Saddler. Pet Dec 21. Broughton. Nantwich, Jan 8 at 11. Brooke, Nantwich.
Cork, Chas, Nantwich, Cheshire, Tailor. Pet Dec 29. Lpool, Jan 17 at 12. Kent, Lpool, for Brooke, Nantwich.
Coupland, Jas Hy, Lpool, out of business, Pet Dec 29. Jan 10 at 11. Forshaw & Hawkins, Lpool.
Craft, Holiday Bowins, Lincoln, Journeyman Plough Maker. Pet Dec 23. Uppleby. Lincoln, Jan 12 at 11. Rex, Lincoln.
Davis, Hy, Birm, out of business. Pet Dec 28. Guest. Birm, Jan 28 at 10. Parry, Birm.
Day, Jas Edwd, Brading, Isle of Wight, Licensed Victualler. Pet Dec 29. Blake. Newport, Jan 15 at 11. Joyce, Newport.
Daynes, Joseph, Norwich, Carpenter. Pet Dec 29. Palmer. Norwich Jan 15 at 10. Stanley, Norwich.
Dixon, John, Rookhope, Durham, Innkeeper. Pet Dec 28. Bates. Wolsingham, Jan 14 at 10. Hutchinson, Bishop Auckland.
Draper, Moses, Bishop Auckland, Durham, Milliner. Pet Dec 28. Trotter. Bishop Auckland, Jan 13 at 10. Brignall, junr, Durham.
Driver, Wm Hy, Boughwod Castle, Radnor, Butler. Pet Dec 28. Williams. Hay, Jan 18 at 2. Games, Hay.
Dunn, Wm, North Shields, Northumberland, Publican. Pet Dec 28. Ingledew. North Shields, Jan 12 at 3. Fenwick, North Shields.
Dyer, Hy Hawken, Tavistock, Devonshire, Commercial Traveller. Pet Dec 30. Bridgman. Tavistock, Jan 10 at 11. Luxton & Son, Tavistock.
Edwards, Robt, Lpool, Baker. Pet Dec 28. Lpool, Jan 12 at 12. Thornley, Lpool.
Evans, Wm, Tyisha, Brecon, Farmer. Pet Dec 29. Evans. Brecknock, Jan 17 at 2. Thomas, Brecon.
Eyre, Chas, Eastwood, Notts, Brewer. Pet Dec 28. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.
Farr, Wm, Hardingswood, Staffordshire, Iron Moulder. Pet Dec 29. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.
Fidler, John, St Helen's, Lancashire, out of business. Pet Dec 27. Lpool, Jan 10 at 12. France, Wigan.
Finger, Abraham, Lpool, Jeweller. Pet Dec 28. Lpool, Jan 14 at 11. Parker, Lpool.
Friedeberg, Mark, Portsea Hants, out of business. Pet Dec 28. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Furlonger, Caroline, Prisoner for Debt, Devizes. Adj Dec 24. Ponting. Warminster, Jan 24 at 12. Wakeman, Warminster.
Furnass, Joseph, Bongate, Westmorland, Innkeeper. Pet Dec 28. Heelis. Appleby, Jan 14 at 12. Thompson, Appleby.
Gallimore, Wm, Southport, Lancashire, Assistant to a General Dealer. Pet Dec 28. Welsby. Ormskirk, Jan 17 at 3. Barker, Southport.
Gambles, Geo Norton, Coningsby, Lincolnshire, Miller. Pet Dec 24. Clitherow. Horncastle, Jan 11 at 11. Brackenbury, Alford.
Goodwin, Hy, Wolstanton, Staffordshire, Fireman. Pet Dec 29. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.
Graham, Jas Hy, Bishopwearmouth, Durham, Joiner. Pet Dec 28. Ellis. Sunderland, Jan 12 at 11. Barker, Sunderland.
Grant, Eliz, Fleetwood, Lancashire, Licensed Victualler. Pet Dec 28. Lpool, Jan 12 at 12. Elliott, Manch.
Gray, Thos, Burrowford, Lancashire, Mechanic. Pet July 31. Carr. Colne, Jan 12 at 11. Backhouse & Whittam, Burnley.
Grey, Joseph, Wingate-grange Colliery, Durham, Grocer. Pet Dec 28. Greenwell. Durham, Jan 11 at 11. Stafford, Durham.
Griffiths, Pryce, Prisoner for Debt, Montgomery. Adj Dec 11. Harrison. Welchpool, Jan 13 at 11.
Grinling, John, jun, Ipswich, Suffolk, out of business. Pet Dec 29. Pretyman. Ipswich, Jan 15 at 11. Jennings, Ipswich.
Hallam, John, Keyworth, Notts, Journeyman Tailor. Pet Dec 29. Patchitt. Nottingham, Feb 9 at 10.30. Heathcote, Nottingham.
Hancock, John, Goldenhill, Staffordshire, out of business. Pet Dec 29. Challinor. Hanley, Jan 25 at 11. Salt, Tunstall.
Harrison, Wm, Bracebridge-heath, Lincolnshire, Potato Dealer. Pet Dec 24. Uppleby. Lincoln, Jan 12 at 11. Rex, Lincoln.
Hitchman, John, Gt Rollright, Oxfordshire, out of business. Pet Dec 28. Nicoll. Shipston-on-Stour, Jan 14 at 11. Godfrey, Hatton-garden.
Holder, Richd, Highlington, Worcestershire, Farmer. Pet Dec 24. Trow. Cleobury Mortimer, Jan 12 at 11. Wilson, Worcester.
Holloway, John, Exeter, Draper. Pet Dec 28. Daw. Exeter, Jan 11 at 11. Floud, Exeter.
Holloway, Wm, Crewe, Chester, Licensed Victualler. Pet Dec 28. Lpool, Jan 12 at 11. Evans & Lockett, Lpool.
Howell, Geo, Twerton, Somerset, Labourer. Pet Dec 22. Smith. Bath, Jan 18 at 11. Bartrum, Bath.
Howlett, Hy, jun, Norwich, Labourer. Pet Dec 28. Palmer. Norwich, Jan 15 at 10. Stanley, Norwich.
Ireland, Robt Clement, Southampton, Travelling Draper. Pet Dec 28. Thorndike. Southampton, Jan 11 at 12. Guy, Southampton.
Jackson, Jas, Kilpinpike, Yorkshire, Coal Merchant. Pet Dec 29. Porter. Howden, Jan 6 at 12. Green, Howden.
Jones, Oswald, York, Shoemaker. Pet Dec 29. Perkins. York, Jan 12 at 11. Mason, York.
Jones, John Chas, Newton, Montgomeryshire, Wine Merchant. Pet Dec 27. Lpool, Jan 17 at 11. Evans & Lockett, Lpool.
Jones, Richd, Stowmarket, Suffolk, Auctioneer. Pet Dec 24. Gudgeon. Stowmarket, Jan 7 at 11. Grimsby, Ipswich.
Kemp, Hy, Burwell, Cambridge, Schoolmaster. Pet Dec 21. Button. Newmarket, Jan 18 at 11. Bye, Soham.
Kershaw, Joseph, Lower Crumpsall, Manch, Beerhouse Keeper. Pet Dec 29. Kay. Manch, Jan 18 at 9.30. Storer, Manch.
Kilshaw, John, Bootle, Lancashire, Builder. Pet Dec 28. Lpool, Jan 12 at 12. Anderson & Collins, Lpool.
Knight, Edwd Wm, Purbrook, Hants, Boot Maker. Pet Dec 28. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Laine, Jas, Darlington, Durham, Fruiterer. Pet Dec 29. Bowes. Darlington, Jan 21 at 10. Steavenson, Darlington.
Law, John McKenzie, Ulverston, Lancashire, Cabinet Maker. Pet Dec 24. Postlethwaite. Ulverston, Jan 14 at 10. Jackson, Ulverston.
Lewis, Hugh, Red Wharf, Anglesey, out of business. Pet Dec 29. Lpool, Jan 17 at 11. Evans & Lockett, Lpool.
Mackey, Murdock, Landport, Hants, Licensed Victualler. Pet Dec 22. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Marshall, Joseph, Prisoner for Debt, Lancaster. Adj Dec 16. Kay Manch, Jan 17 at 9.30.
Mason, Edwin, Crewe, Cheshire, Fruiterer. Pet Dec 27. Broughton. Nantwich, Jan 15 at 11. Salt, Tunstall.
Maude, John Brown, Manch, Boot Manufacturer. Pet Dec 22. Kay. Manch, Jan 15 at 9.30. Law, Manch.
McCoy, John, Macclesfield, Cheshire, out of business. Pet Dec 23. Macclesfield, Jan 12 at 11. Hand, Macclesfield.
McGrath, Michael, Salford, Lancashire, Confectioner. Pet Dec 23. Hulton. Salford, Jan 15 at 9.30. Richardson, Manch.
Meadows, Richd, Aintree, Lancashire, Licensed Victualler. Pet Dec 29. Lpool, Jan 14 at 12. Blackhurst, Lpool.
Micklewright, John Talbot, Dudley, Worcestershire, Attorney's Clerk. Pet Dec 28. Walker. Dudley, Jan 13 at 12. Stokes, Dudley.
Midgley, Saml, Aberystwith, Cardiganshire, Jeweller. Pet Dec 3. Jenkins. Aberystwith, Jan 29 at 10. Jones.
Mills, Chas Robt, Ipswich, Suffolk, Cooper. Pet Dec 29. Pretyman. Ipswich, Jan 15 at 12. Hill, Ipswich.
Owens, Richd, Escomb, Durham, Bootmaker. Pet Dec 29. Trotter. Bishop Auckland, Jan 13 at 10. Hutchinson, Bishop Auckland.
Pain, Jas, Broughton, Northamptonshire, Innkeeper. Pet Dec 23. Lamb. Kettering, Jan 7 at 10.30. Cook, Wellingborough.
Parker, Robt, Leicester, Comm Traveller. Pet Dec 29. Ingram. Leicester, Jan 22 at 10. Owston, Leicester,
Parnell, Joseph, Gt Crosby, nr Lpool, Bricksetter. Pet Dec 28. Lpool, Jan 14 at 11. Atherton, Lpool.
Payne, Alfred, Brecon, Boot Manufacturer. Pet Dec 29. Evans. Brecknock, Jan 17 at 11. Gomes, Brecon.
Pearse, Joseph, Torquay, Devonshire, no occupation. Pet Dec 29. Pidsley. Newton Abbot, Jan 12 at 11. Creed, Newton Abbot.
Phillips, Abraham, Lpool, Hosier. Pet Dec 20. Lpool, Jan 14 at 11. Etty, Lpool.
Phillips, Jas, Purbrook, Hants, Baker. Pet Dec 22. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Pick, Thos, Hoby, Leicestershire, Schoolmaster. Pet Dec 29. Oldham. Melton Mowbray, Jan 14 at 10. Owston, Leicester.
Potts, Eliz, Boldon New Winning, Durham, Grocer. Pet Dec 24. Wawn. South Shields, Jan 11 at 12. Tyzack, South Shields.
Preston, Thos, Chorlton-upon-Medlock, Lancashire, Beerhouse Keeper. Pet Dec 29. Hulton. Salford, Jan 15 at 9 30. Mann, Manch.
Raybould, Benj Stermey, Stourbridge, Worcestershire, Innkeeper. Pet Dec 29. Harward. Stourbridge, Jan 17 at 10. Wall, Stourbridge.
Reed, Robt, Bishop Auckland, Durham, Furniture Broker. Pet Dec 28. Trotter. Bishop Auckland, Jan 13 at 10. Brignall, jun, Durham.
Richmond, Robt Anson, Gt Yarmouth, Norfolk, Baker. Pet Dec 28. Chamberlin. Gt Yarmouth, Jan 13 at 12. Wiltshire, Gt Yarmouth.
Roberts, Thos, Plymouth, Devonshire, Painter. Pet Dec 29. Pearce. East Stonehouse, Jan 11 at 11. Edmonds & Son, Plymouth.
Roberts, John, Ipswich, Suffolk, Grocer's Assistant. Pet Dec 28. Pretyman. Ipswich, Jan 15 at 11. Hill, Ipswich.
Roberts, Robt, West Derby, Lpool, Builder. Pet Dec 29. Lpool, Jan 17. at 12. Clark, Lpool.
Ryan, Catherine Mary, Lpool, Lodging-house Keeper. Pet Dec 24. Hime. Lpool, Jan 10 at 3. Bellringer, Lpool.
Sadler, Jas Walker, Burton-on-Trent, Staffordshire, Dentist. Pet Dec 28. Hubbersty. Burton-on-Trent, Jan 12 at 10. Leech, Derby.
Senior, Jabez, Salford, Tailor. Pet Dec 28. Hulton. Salford, Jan 15 at 9.30. Ambler, Manch.
Simpson, John, Sheffield, Table blade Grinder. Pet Dec 30. Wake. Sheffield, Jan 14 at 1. Binney & Son, Sheffield.
Smith, Isaac, Caerleon, Monmouthshire, Innkeeper. Pet Dec 28. Lovibond. Bridgwater, Jan 12 at 10. Morgan, Newport.
Smith, Hy, Nottingham, Grocer. Pet Dec 28. Patchitt. Nottingham, Feb 9 at 10.30. Ashwell, Nottingham.
Smith, Hy, West Derby, Lancashire, General Draper. Pet Dec 28. Lpool, Jan 14 at 12. Blackhurst, Lpool.
Spencer, Wm Parsons, Wolverhampton, Staffordshire, Grocer. Pet Dec 29. Brown. Wolverhampton, Jan 15 at 12. Manby, Wolverhampton.
Sprake, Edwin, Blaenafon, Monmouthshire, Beerhouse Keeper. Pet Dec 28. Batt. Abergavenny, Jan 11 at 12. Jones, Abergavenny.
Stone, Thos, Chipping Wycombe, Bucks, Chair Manufacturer. Pet Dec 23. Parker. High Wycombe, Jan 21 at 11. Spicer, Gt Marlow.
Stonehouse, Frank, Snainton, Yorks. Pet Dec 20. Woodall. Scarborough. Jan 10 at 3. Williamson, Scarborough.
Strong, Edwd, Rowde, Wilts, Butcher. Pet Dec 20. Norris. Devizes, Jan 3 at 11. Rawlings, Melksham.
Thomas, John, Landport, Hants, Hatter. Pet Dec 28. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.

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Tierney, Louisa, Prisoner for Debt, Lancaster. Adj Dec 16. Kay. Manch, Jan 17 at 9.30. Fox, Manch
Turner, John, Birm, Dealer in Fruit. Pet Dec 28. Guest. Birm, Jan 28 at 10. Parry, Birm.
Turner, John, Stamford, Lincoln, Stonemason. Pet Dec 28. Shield and Hough. Stamford, Jan 21 at 11. Laxton, Stamford.
Vickers, John, Bilston, Stafford, Licensed Victualler. Pet Dec 29. Brown. Wolverhampton, Jan 15 at 12. Greenway, Wolverhampton.
Wade, Thos, Castleford, Yorkshire, Beerhouse Keeper. Pet Dec 29. Coleman. Pontefract, Jan 18 at 11. Jefferson, Pontefract.
Walsh, Geo, Hulme, Lancashire, Hosier. Pet Dec 28. Hulton. Salford, Jan 15 at 9.30. Walmsley, Manch.
Wheatcroft, Oliver, Nottingham, Butcher. Pet Dec 29. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.
White, John, Gt Aycliffe, Durham, Draper. Pet Dec 29. Bowes. Darlington, Jan 21 at 10. Wooler, Darlington.
Wilcockson, John, Chesterfield, Derby, out of business. Pet Dec 28. Wake. Chesterfield, Jan 11 at 11. Shipston, Chesterfield.
Williams, Silas, St Blazeygate, Cornwall, Butcher. Pet Dec 29. Carlyon. St Austell, Jan 14 at 11. Meredith, St Austell.
Wilson, Mary, Salford, Lancashire, Fish Dealer. Pet Dec 29. Kay. Manch, Jan 17 at 9.30. Sutton & Elliott, Manch.
Wilson, Wm, Monk's Coppenhall, Cheshire, Labourer. Pet Dec 21. Broughton. Nantwich, Jan 8 at 11. Cooke, Crewe.
Wilson, Geo Hy, Lpool, out of business. Pet Dec 28. Hime. Lpool, Jan 11 at 3. Harris, Lpool.
Yorath, Jas, Cardiff, Glamorgan, out of business. Pet Dec 29. Langley. Cardiff, Jan 11 at 11. Morgan, Cardiff.

BIRMINGHAM.

Date of petition; due notice will be given of the first meeting of creditors.
Ginison, Geo, New Savage, Salop, Paper Maker Nov 30.
Perks, Wm, Worcester, Stone Mason. Dec 18.
Whitehead, Joseph, Birm, Brush Manufacturer. Dec 20.
Heath, Joseph, Moses Chadwick, Joseph Wilcox, & Wm Cotton, Stockingford, Warwick, Coal Masters. Dec 20.
Inglis, Robt, Burton-upon-Trent, Staffordshire, Cooper. Dec 22.
Goldschmidt, Bernhard, Birm, out of business. Dec 22.
Gardiner, Jas Jones, Leamington, Warwick, out of business. Dec 22.
Potter, Valentine, Drayton, Worcestershire, Market Gardener. Dec 22.
Burrows, Geo, Longton, Staffordshire, out of business. Dec 23.
Clarke, Chas, Upper Arley, Staffordshire, Iron Merchant. Dec 23.
Fellows, Joseph, Portobello, Staffordshire, Grocer. Dec 24.
Middleton, Edwin Cornelius, Birm, Architect. Dec 24.
Gittins, Abraham, Birm, Builder. Dec 24.
Dixon, Saml, Wolverhampton, Staffordshire, out of bhsiness. Dec 24.
Reeves, Saml, Westbromwich, Staffordshire, Registrar of Births, Dec 27.
French, Wm Timothy, Warwick, Plumber. Dec 23.
Gyde, Chas, Birm, Cabinet Maker. Dec 28.
Burden, John, jun, Sedbury, Herefordshire, Tailor. Dec 28.
Turley, Joseph, Birm, Fruiterer. Dec 28.
Close, John Theophilus, Stoke-upon-Trent, Staffordshire, Comm Agent. Dec 29.
Cole, John, Coventry, Provision Dealer. Dec 29.
Manton, John, Birm, Fruiterer. Dec 29.

NOTTINGHAM DIVISION.

Abbott, Joseph Ortzen, Nottingham, Chemist. Dec 20.
Curtis, Thos North Collingham, Notts, Cordwainer. Dec 21.
Welbourn, Robt, Cowbit, Lincolnshire, Potato Merchant. Dec 21.
Oliver, Geo, Basford, Notts, Bleacher. Dec 28.
McCallum, Thos Whittaker, Nottingham, out of business. Dec 28.
Blunt, Thos, Sheepshed, Leicestershire, Wool Agent. Dec 29.
Cross, Hy, Chilwell, Nottingham, Boot Maker. Dec 29.

LEEDS.

Bailey, John, Silsden Moor, Yorkshire, Labourer. Dec 24.
Hamer, John, & Benj Grey, Headingley, Leeds, Woollen Printers. Dec 28.
Mickmahon, Joseph, Scarborough, Yorkshire, Builder. Dec 29.
Allison, Joseph, Middlesbrough, Yorkshire, Flour Dealer. Dec 30.
McLeod, Jas, Bradford, Yorkshire, Woolstapler, Dec 30.
Lord, Chas, Bradford, Yorkshire, Comm Agent. Dec 30.
Credland, Wm, Darnall, Yorkshire, Varnish Manufacturer. Dec 29.
Scott, Geo, Bradford, Yorkshire, Stuff Merchant. Dec 30.
Forth, John, & Spencer Banks Booth, Bradford, Yorkshire, Woolstaplers. Dec 30.
Dufton, Saml, Alfred Wm Payne, & Benj Dufton, Armley, Leeds, Boot Manufacturers. Dec 30.
Bower, John, jun, Pudsey, York, Worsted Manufacturer. Dec 30.
Gledhill, Geo, Leeds, Cloth Manufacturer. Dec 30.
Livesey, Edwin, & Geo Gibson, Leeds, Cloth Finishers. Dec 30.
Nicholls, Jas, sen, Nicholls, Jas, jun. & Joseph Watson, Leeds, Cloth Manufacturers. Dec 30.

EXETER.

Hartnell, Hy Timothy Lockett, Curry Rivell, Somersetshire, Builder. Dec 24.
Fowler, John, Lyme Regis, Dorsetshire, Coal Merchant. Dec 23.
Crews, Chas, Slapton, Devonshire, Gent. Dec 24.
Richards, Hy, Teignmouth, Devonshire, out of business. Dec 28.
Sutton, John Maule, Dartmouth, Devonshire, Coal Owner. Dec 28.
Wilcock, Simon, St Minver, Cornwall, Butcher. Dec 28.
Skewes, Saml Daw, Beer Alston, Devonshire, Grocer. Dec 29.
Cash, Southam, Torquay, Devonshire, Hotel Keeper. Dec 30.
Middleton, Hugh, Exeter, Engineer. Dec 30.

MANCHESTER.

Oldham, Robt, Cotton Waste Dealer and Cotton Spinner, Oldham.
Swift, Joseph, Clogger & Boot Maker, Wigan.
Deakin, Geo, Licensed Victualler and Wine and Spirit Merchant, Manchester.
Lichtheim, Saml, Wholesale Clothier and Cigar Dealer, Manchester.
Abbey, Wm, Provision Merchant and Comm Agent, Manchester.
Firth, Wm, Contractor, Blackburn.
Cowpe, Matthew, Chemist and Druggist, Delph and Upper Mill, Saddleworth.
Brough, Wm, Coach and Carriage Builder, Manchester.
Wrigley, Robt, Builder and Bricklayer, Oldham.

BANKRUPTCIES ANNULLED.

Gibson, Robt, Old Fish-st, Warehouseman. Dec 30.
Emanuel, Lewis, Birm, Pawnbroker's Assistant. Dec 29.
Emanuel, Chas, Birm, Pawnbroker's Assistant. Dec 29.

[Press of matter obliges us to postpone last Tuesday's List of Bankrupts.]

GRESHAM LIFE ASSURANCE SOCIETY,
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SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

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Date.....
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Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

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Table Forks, per doz.....	1	10	0 and	1	18	0	2	4	0	2	10	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
Table Spoons	1	10	0 and	1	18	0	2	4	0	2	10	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
Tea Spoons	0	12	0 and	0	18	0	1	2	0	1	5	0

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

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Accumulated fund, exclusive of share capital and fire fund, upwards of	195,000

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Oct., 1869. FRANK McGEDY, Actuary and Secretary.

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The Right Hon. Lord Truro.
The Right Hon. Sir William Bovill, the Lord Chief Justice of the Common Pleas.
The Right Hon. Lord Brougham.
The Right Hon. Sir Frederick Pollock, Bart.
The Right Hon. John Robert Mowbray, M.P.
The Hon. Vice-Chancellor Malins.

Insurances expiring at Christmas should be renewed within 15 days thereafter, at the Offices of the Society, or with any of its Agents throughout the country.

The Directors beg to suggest to their Policy-holders that a favourable opportunity is now afforded, by the Abolition of the Duty, for insuring property hitherto uninsured, and for increasing the amounts of those Policies where the property is only partially protected.

GEORGE WILLIAM BELL, Secretary.

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of an eligible character are accepted at the current rates.
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in a variety of forms are granted on moderate terms and liberal conditions. Attention is specially directed to the Company's Endowment Assurance Tables, under which the amount of the policies becomes payable at a given age, or at death, if it shall happen before the stipulated age is attained.

In the character of the Board of Directors, the long standing, the established credit, and the resources of the Alliance, the public have a guarantee that the legitimate objects of the policyholders will be fully realised.

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CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

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At 5 per cent.	per annum,	subject to	12	months'	notice of withdrawal.
At 4	ditto	ditto	6	ditto	ditto
At 3	ditto	ditto	3	ditto	ditto.

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency, British and Indian, transacted.

J. THOMSON, Chairman.

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This Society purchases reversionary property, life interests, and life policies of assurance, and grants loans on these securities.

Forms of proposal may be obtained at the office.

F. S. CLAYTON, } Joint
C. H. CLAYTON, } Secretaries.

CHINA SUBMARINE TELEGRAPH COMPANY (Limited).—At an extraordinary general meeting of the Shareholders in this Company, held at the City Terminus Hotel, Cannon-street, London, on Friday, the 7th January, 1870, JOHN PENDER, Esq., in the chair, the following RESOLUTIONS were passed unanimously:—

1. That this Meeting is of opinion that the Directors should, as early as possible, take the necessary steps for the completion of the line of Telegraph from Hongkong to Shanghae.

2. That the Directors be authorised to increase the capital of the Company to £825,000, the additional capital of £300,000 to be issued by the Directors at such time and upon such terms as they may determine.

JOHN PENDER, Chairman.

It was resolved, That the best thanks of the Meeting are due, and are hereby tendered, to the Chairman and Directors for their attention to the interests of the Company.

THOMAS FULLER, Secretary

LLYNVI AND OGMORE RAILWAY COMPANY.
DIRECTORS.
Alexander Macgregor, Esq., Walbrook House, London, Chairman.
Alexander Brogden, Esq., M.P., Ulverstone, Deputy Chairman.
Henry Brogden, Esq. Mersey Lee, Brooklands, Sale, Manchester.
James Brogden, Esq., Tondu, Bridgend.
John Halcomb, Esq. Chieveley, near Newbury, Berks.
Piers F. Legh, Esq., Grange, Lancashire.
Archibald F. Paull, Esq., 33, Devonshire place, Portland-place, W.
Philip Rose, Esq., 6, Victoria-st, Westminster, S.W.
AUDITORS.
W. W. Deloitte, Public Accountant, London.
Robert Fletcher, Public Accountant, London.

The Directors are prepared to issue Debenture Mortgages repayable in 3, 5, or 7 years, or perpetual Debenture Stock—in any sum not a fraction of a pound—bearing interest at the rate of five per centum per annum. The Debentures and Debenture Stock are a first charge on the net earnings of the Company.

The present available borrowing powers, either on Debentures or on Debenture Stock, are £203,900, the interest of which at five per cent. is £10,195 per annum.

During the three last half-years the balance of revenue, after payment of working expenses, was on

30th June, 1868	£10,545 5s. 8d.
31st December, 1868	£10,432 19s. 0d.
30th June, 1869	£11,306 15s. 6d.

Being upwards of £21,500 per annum, or at the rate of more than 10 per cent. on the amount of the available borrowing powers of the company.

The interest will commence from the date the money is paid, and will afterwards be paid half-yearly, on the 1st of January and the 1st of July.

Applications to be made to MESSRS. FENN & CROSTHWAITE, Stock Brokers, 50, Threadneedle-street, of whom further particulars and copies of the Company's last published accounts may be obtained.

Commission allowed to Brokers and Solicitors.

DEBENTURES at 5, 5½, and 6 per Cent. CEYLON COMPANY (LIMITED). Subscribed Capital, £750,000.

The Directors are prepared to issue Debentures on the following terms, viz.:—For one year at 5 per cent., for 3 years at 5½, and for 5 years and upwards at 6 per cent. per annum. Interest payable half-yearly by cheque or by coupon attached to the bond, as may be desired.

Applications for particulars to be made at the office of the Company, Palmerston-buildings, Old Broad-street, London.

By order,
R. A. CAMERON, Secretary.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.
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TO SUBSCRIBERS.

In consequence of some INACCURACIES *in the* ALMANACK *for* 1870, *which it is important should be corrected, the Publisher will feel greatly obliged if the few Subscribers who have not sent back their copies* WILL DO SO AT ONCE, *and a corrected one will be forwarded by next post.*

The Solicitors' Journal.

LONDON, JANUARY, 15, 1870.

THE RUMOURS respecting the proposed reconstruction of the Equity Bench have lately assumed a more definite form, though not one which can be considered less objectionable than that to which we formerly objected. It is now stated that arrangements have been definitely made for the transfer of Lord Romilly to the Court of Appeal, and for providing for the discharge of his present functions without appointing any successor to his present office. Our informants differ *inter se* as to how this is to be effected, and under these circumstances we do not think it expedient to comment on any of the plans suggested. They all involve the extinction of one of the present courts of first instance, and though, from certain very exceptional causes, it is made to appear that this can be done without detriment to the public interests, we are none the more satisfied that this is so. The last term has been marked by a peculiar dearth of litigation, of which there is no reason for anticipating any permanence, and the special circumstances which have retarded the progress of business at the Rolls during the present week are such as can, in the nature of things, but seldom occur. We are satisfied that to reduce the number of equity judges of first instance to three would be but a seeming economy, to be dearly paid for by an inevitable amount of business, with all its consequent delay and expense. But with the example of Somerset House and Portsmouth before us, we are not justified in supposing it less likely on that account.

Another rumour we have heard in connection with this question, at which, under ordinary circumstances, we should rejoice—viz., that it is proposed to reconstitute the Court of Appeal so as to make it consist of three permanent judges (who are always, or ordinarily, to sit together) and to relieve the Lord Chancellor of most of his present judicial duties. This is precisely what we long since advocated, nor do we see any drawback except the possibility that any piecemeal improvement may at this juncture interfere to retard the completion of the reforms advocated by the Judicature Commission. This would be a serious evil; indeed, the hope of the speedy advent of these reforms is almost the only consideration which renders endurable the present crippled condition of the bench, both at common law and in equity.

SEVERAL JUDICIAL DECISIONS have already been given, affecting the practice to be adopted in the new Court of Bankruptcy. The most important of these we report in another column. It will be observed that the chief judge has declined to lay down any general rule as to whether disputed adjudications are to be heard in court or in chambers, intimating at the same time an opinion, in which we think most people will concur, that where there is real litigation it had better proceed in the face of the public and in open daylight.

A very important rule of practice has been laid down as to debtors' summonses. For the future, when a debtor served with a summons denies the debt, and wishes to apply for the dismissal of the summons, the registrar, in fixing the time for hearing the application under Rule 23, is to fix it so as to give three clear days' notice to the parties, and if any extension of time for the hearing is needed, it must be asked for on proper grounds.

Section 13 of the Act empowers the Court to appoint a receiver at any time after petition presented. The chief judge has decided that this section only intends the case in which adjudication has not yet been made. This view commends itself to common sense, since the trustee may after adjudication do all the acts of a receiver, and until adjudication the registrar may do what the trustee could do.

We shall make a point of promptly reporting all decisions material towards the settlement of the new practice, with such comment as may seem advisable.

ON WEDNESDAY the Lord Chancellor and Lord Justice Giffard delivered their reserved judgment in the case of the *Family Endowment Assurance Company*, affirming the decision of Vice-Chancellor James (18 W R. 112); firstly, that that society is within the purview of the winding-up provisions of the Companies' Act, 1862, and, secondly, that General Pott, the annuitant who since the "amalgamation" with the Albert Society had been paid by the latter, was still a creditor of the Family Endowment. Upon the first point, we think that no reasonable doubt existed. The members had agreed to dissolve the society in 1861, and since then it had ceased to carry on business, and had no staff or place of business; but Lord Hatherley observed, that as long as anything remained to be done, or, we would say, capable of being done, for the adjustment of its affairs, either as regards members *inter se* or creditors, the society was within the purview of the 8th part of the Act. Lord Justice Giffard disposed very neatly of the argument that the company to be within the purview of the Act must be a company still carrying on business, by citing the analogy of the tests given in sections 79, 80. The second question is the one of real importance. The Court of Appeal, treating the question as one of fact, whether or no the annuitant had consented to accept the liability of the second society in place of that of the first, answered that question, as the Vice-Chancellor had done, in the negative. Both the Vice-Chancellor and the Court of Appeal observe that such a case differs widely from the case of the creditor of a firm or partnership, as to the strength of evidence necessary to prove an accepted substitution. The case of an annuitant receiving payments differs, as we have before observed, from that of a policyholder making them, because receiving cannot be evidence of recognition to the same extent that paying may be; but we think we can glean from the judgments now delivered that if General Pott had been paying premiums on a policy instead of receiving instalments of an annuity, the decision would have been just the same. Lord Hatherley says:—

"Something more is required, as it seems to me, to bring home to the annuitant a knowledge that by such payment, which might well be made out of the transferred assets, the new company intends to enter into a new contract with him for payment of his annuity out of a totally different fund.

"I have assumed that all the proceedings between the society and the company were warranted by their respective deeds, and there is no necessity for me to raise any doubt upon that subject, for my decision is independent of that question; but one cannot help observing the great difference that exists between an ordinary succession in a partnership and a transaction of this nature. In order to prove the acquiescence of a creditor to the change of his debtor he must be assumed to have satisfied himself that the substitution could legitimately be made—an assumption in the highest degree improbable.

"On the other hand, nothing could be more easy than for the new company, if it so intended, to obtain a clear recognition of their new contract by the General, or the equally clear rejection of it."

If "policyholder," be substituted for "annuitant," and if for "payments made out of the transferred assets," we substitute "payments carried to a separate account of the transferred assets," these paragraphs still govern the case. We are at the pains to point out this, because we have ourselves previously expressed the opinion that

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in general, policyholders who have been paying to the transferee company should be taken as having accepted its liability; it is therefore right that, writing as we do for the guidance of our readers, we should point out that that is not the view of the Court.

A SOMEWHAT UNUSUAL application was made to the Court of Common Pleas in the case of *Bradlaugh* v. *De Rin*, on the first day of term. The case was determined in that court (16 W. R. C. P. 1128) in 1868. The plaintiff appealed to the Exchequer Chamber, before whom a question arose as to a fact which had not been proved, and a referee was appointed to ascertain the fact.

The plaintiff tendered himself as a witness before the referee, but was objected to on the ground of his disbelief in a future state of rewards and punishments, and the referee refused to receive his evidence. The plaintiff then applied to the Court of Common Pleas for an order to compel the referee to receive the plaintiff's oath, or a declaration in lieu thereof. The court refused to act in the matter, on the ground that they had no jurisdiction, as they had not directed the inquiry.

It would seem that if any court has jurisdiction to make the order asked for, it must be the Court of Exchequer Chamber by whom the reference was ordered. As, however, the *Evidence Further Amendment Act*, 1869 (32 & 33 Vict, c. 68, s. 4), is now in force, by which persons objected to as incompetent to take an oath may make a declaration instead, the plaintiff ought to have no difficulty in giving his evidence. The 4th section of the Act exactly meets a case like the present, and it would appear that the plaintiff could obtain the benefit of its provisions without any application to the Court for that purpose.

THE MASTER OF THE ROLLS in a recent case of *Re The Northern Assam Tea Company* (18 W. R. 126), followed a rule laid down by Vice-Chancellor Malins, that, when a winding-up order is made, the nominee of the person who has the carriage of the order should be appointed official liquidator if there appear to be no material difference between the persons proposed for the office. On Thursday Sir Roundell Palmer applied to have an appeal from this decision heard by the Full Court of Appeal, on the ground that the question involved is one of principle, and that it will govern a number of other cases. The Lord Chancellor granted the application, and fixed next Tuesday for the hearing of the appeal.

THERE IS A WELL-KNOWN STORY of a jury who returned a verdict of "guilty, with some doubt as to the identity of the prisoner," after convicting, and of another who recommended the prisoner to mercy, "because they didn't think he was the man who did it." These are usually considered too good jokes to have actually occurred. If, however, the report in the *Times* of Wednesday last is correct, the first of the above verdicts has been equalled by one given by a jury at the Central Criminal Court on Tuesday. One George Woolgar, a policeman, was indicted for highway robbery in taking by force some money from a woman in the street. The jury, after three hours' deliberation, found a verdict of guilty, "with a strong recommendation to mercy *on the ground of discrepancies in a portion of the evidence.*" Such a verdict requires no comment, but it is still more remarkable that, according to the report, the Recorder took that recommendation into his consideration in deciding on the sentence which ought to be passed.

That a jury should sometimes be illogical is not, perhaps, surprising, but a judge should know better. We must hope that there has been some inaccuracy in the report.

ON WEDNESDAY AN APPLICATION was made to the Lord Chancellor that an appeal from the decision of the Master of the Rolls in *Re The Heyford Iron Works Company* (18 W. R. 226), might be heard by the Full Court of Appeal. Our readers will remember that the question in the case relates to the effect of subscription of the memorandum of association of a company in the ordinary way, and a subsequent allotment of fully paid-up shares to the subscriber without his making any actual payment in money. The Master of the Rolls refused to follow the decision of the Lord Justice Giffard in *Pell's case* (18 W. R. 31), and expressed a wish that, if there were an appeal from his decision, it might be heard by the Lord Chancellor and the Lord Justice. The Lord Chancellor acceded to the application, and Tuesday next has since been appointed for the hearing of the appeal by the Full Court.

OUR COLUMNS have recently contained a considerable amount of correspondence relating to the mutual relations of the two branches of the legal profession, arising in the first instance, from our having printed two papers on the subject recently read before the Metropolitan and Provincial Law Society. About a year and a half ago (12 S. J. 718), we recapitulated the reasons which induced us to dissent from those who desire "amalgamation"; and as the topic appears to have come to the surface again, we propose to trouble our readers with a few more observations next week.

IT IS ANTICIPATED that Mr. Justice Willes will retire from the bench during the present year. He was appointed in 1855, and will, therefore, shortly become entitled to his retiring pension.

THE BANKRUPTCY RULES.

No. II.

We pointed out in our last number the bearing of the more important of the new rules upon proceedings in bankruptcy down to adjudication. But since that time one of the points which we touched upon, and one of very great importance, has come before the Chief Judge in Bankruptcy, Mr. Bacon. We have more than once explained to our readers that the process of adjudication contemplated by the new Act is evidently quite unlike that which formerly prevailed. The old adjudication was a private affair, which passed ordinarily quite *sub silentio*; the real contest, if any, arising at a later stage. Under the new system adjudication is to be of the nature of a judicial decision based upon evidence, and delivered after hearing both parties if they desire to be heard. When this change was to be made, it at once became evident, as we showed many months ago, that a question must arise as to where disputed adjudications should be heard, in open court, or in the privacy of chambers. The rules have left the matter undecided, and the question is reported to have been brought before the Chief Judge on the very first day of his sitting in the new court. If he be correctly reported, he prudently abstained from laying down any general rule on the subject, but suggested that in ordinary cases the hearing should be in private; though if the petitioning creditor's debt were disputed, or any other question suitable for a public trial were raised, a contrary practice might be adopted. And we may observe that, as by rule 36 a debtor who resists a petition in bankruptcy must give a formal notice, specifying which of the allegations of the petition he disputes, the parties must always be distinctly at issue before the time appointed for hearing, and the judge will be able therefore to see what the question to be determined is, and to judge what is the fittest mode of trial.

The rules governing the proof of debts seem to us to be in the main simple enough, and likely to work well; but they fall a little hardly, we think, upon secured creditors. A secured creditor, under the Act—and it is no more than common sense and common justice require—must either give up his security, or else hold his security and prove only for the balance due to him over and above the value of the security. By rule 78 such a creditor may

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do what he was empowered to do under the old law, that is, have his security realised by direction of the court, and then prove for the balance, if any. But it is plain that there may often be cases in which it would be very undesirable to realise a security at the moment of bankruptcy, especially as bankruptcies are very apt to occur in greatest numbers at the very time when all securities are most depreciated. In such a case the rights and duties of the creditor are determined by rules 99, 100, and 101. By them he is required, before he can prove or in any way act as a creditor, to assess the value of his security. To prevent his under-estimating its value, it is provided that the trustee may if he chooses, take the security at its assessed value. And this is probably fair enough, for there might be a substantial danger of secured creditors fraudulently undervaluing their securities in order to enhance the amount for which they may prove against the estate. And of course, in any case, if the security produce more than the estimate, the trustee is to have the surplus. On the other hand, if the estimate turn out to have been above the mark, and the security produces less than was calculated, the creditor is not to be allowed to increase the amount of his proof accordingly. This seems to us a little hard. An over estimate of a security is not likely to be made, except by an honest mistake. And it is scarcely reasonable that the holder of a security should be inevitably subjected to a penalty if he makes, however honestly, the smallest mistake upon either side in valuing his security.

Some of the rules introduced under the head of Trustee are of considerable importance; one or two of them indeed, if they are to operate as seems to be intended, may very likely, we think, be held to be *ultra vires*. Section 106 says that where no security is specified by the creditors under section 14 to be given by the trustee, "he shall be personally responsible in the performance of the duties of his office to the extent of the value of the property of the bankrupt." Now of course, with or without rule, the trustee would be answerable to the extent of this the trust-property, and possibly even beyond it, as any other trustee is. But if it is intended to create any new and exceptional liability, surely it would need an Act of Parliament to do so. Rule 110 declares that "no person shall be entitled as against the trustee to withhold possession of the books of account of the bankrupt, or to claim any lien thereon." Is it to be supposed that this rule can take his lien from a bookbinder, who has had possession of the books to bind them, or an accountant to post them up? And if an action of trover were brought by the trustee against such a person, would any court in the kingdom give effect to this rule? The fact is, that the rule is an attempt to re-enact section 121 of the Bankruptcy Act, 1861, omitted in the new Act. The provision is no doubt a wise one, and its omission in the New Act was no doubt an oversight; but the attempt to make such an enactment by rule seems to us far in excess of the powers given to the framers of the rules.

Few parts of the rules are more important, or require more careful consideration from professional men, than those which relate to the discharge of the bankrupt. Everyone who is familiar with the Act knows that the course of events contemplated as the ordinary one is, that the estate should be realised, then the bankruptcy closed, and thereupon the bankrupt discharged. But let us see how it works out. By section 47, "When the whole property has been realised, *or so much thereof as can in the joint opinion of the trustee and the committee of inspection be realised, without needlessly protracting the bankruptcy*, the trustee shall make a report accordingly to the Court, and the Court, if satisfied, &c., shall make an order that the bankruptcy has closed." A copy of this order *may* be gazetted. By section 48, "When a bankruptcy is closed the bankrupt may apply to the Court for an order of discharge," which he is, under ordinary circumstances, to have if his estate has realised ten shillings in the pound. The rules (138 to 142) require that twenty-one days' notice of the application shall be *published in the Gazette, and given to the trustee*; and that no order of discharge shall be made till after the public examination of the bankrupt. Now, the result of all this is that the close of the bankruptcy is a matter simply between the trustee, the inspectors, and the bankrupt, and the discharge a matter between the trustee and the bankrupt, for the interference of the Court cannot, in the absence of opposition, be anything more than formal. There is no provision that the creditors shall have any real notice of either step, and even the inspectors, unless they read the *Gazette* regularly, may never hear of the application for discharge. The matter, however, is a very serious one. No doubt after the close of the bankruptcy and discharge of the bankrupt, such part of the estate as has not before been realised will pass to the registrar, who is to realise it if he can. But he will have lost all the special powers which make the realisation of a bankrupt's estate possible, and will know nothing about the property. So that we suppose everybody who knows anything of such matters will agree that in ninety-nine cases out of a hundred the close of the bankruptcy and discharge of the bankrupt will amount in effect to an abandonment of any outstanding assets. Now it seems to us that where certain assets have been realised, and there are other assets still outstanding, the general body of creditors ought to have a voice in deciding whether those assets should be practically abandoned by closing the bankruptcy, or the bankruptcy should be kept open in order to recover them. We do not complain of the rules in this matter. They are in accordance with the spirit of the Act, and creditors have the remedy in their own hands. Of course, only experience can positively decide what ought to be done. But we are strongly inclined to think that in every bankruptcy one of the instructions given to the trustee on his appointment, or subsequently, under sections 14 and 20 of the Act, should be, not to close the bankruptcy without the consent of a meeting of creditors.

The enforcement of debts against the after-acquired property of an undischarged bankrupt is another subject the rules as to which will naturally be looked to with much interest. Section 54 of the Act says that if a debtor fails to obtain his discharge, either at the close of the bankruptcy or within three years thereafter, then, at the expiration of the three years, "any balance remaining unpaid of any debt proved in such bankruptcy (but without interest in the meantime) shall be deemed a subsisting debt in the nature of a judgment-debt, and *subject to the rights of any persons who have become creditors of the debtor since the close of his bankruptcy*, may be enforced against any property of the debtor with the sanction of the Court, &c., but to the extent only and at the time and in manner directed by such court, and after giving such notice and doing such acts as may be prescribed" (*i.e.* by rule). The words which we have printed in italics were an afterthought, being inserted during the progress of the bill through Parliament, and looking at them in connection with the other words of the clause, and with the rest of the Act, the rules upon this subject were looked forward to with great interest. It was supposed, on the one hand, that something would appear showing how "the rights of persons who have become creditors since the bankruptcy" were to be secured, whether some mode was to be provided for securing payment of all such creditors in full, before allowing anything to the old creditors. It was further supposed that we should be told whether, as among the old creditors, the creditor who chanced to apply first, was to have it all his own way, or the ordinary rule of equality was to prevail; and if so, how it was to be secured. People expected to hear, in fact, whether every such application was necessarily to give rise in substance to a new bankruptcy, or whether something short of this, and what, was to occur. But those who expected any such information will be disappointed. The rules (183 to 185) simply provide

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that where any creditor makes an application for enforcement of the balance of his debt against the property of an undischarged bankrupt, unless the application be dismissed at once, the hearing shall be adjourned, and seven days' notice of the adjourned hearing shall be published in the *Gazette* and in one local paper. And at the adjourned hearing "the Court may hear all persons claiming to be creditors of the debtor before or since the close of the bankruptcy, and *make such order in the matter as it thinks fit*, or adjourn the hearing for further evidence." This is, as far as we know, without a parallel in the history of legislation. It is, we believe, the first time that a new jurisdiction has been created, without giving even a hint of the principles, either of law or of policy, which are to be acted upon by those upon whom it is conferred. And the persons upon whom this unheard-of responsibility is thrown are the registrars of county courts!

With regard to appeals, it is provided that any appeal must be entered within twenty-one days of the order appealed from.

It should be observed that affidavits in bankruptcy may be sworn either before any officer of a court of bankruptcy authorised to administer oaths, or before any person authorised to administer oaths in any of the superior courts; and an affidavit proving a debt may also be sworn before the trustee in the bankruptcy. It is a little curious to notice the provisions of Rule 152 as to the form of an affidavit. Affidavits have to be used in the county court chiefly in equity, in admiralty matters, and henceforth in bankruptcy. In equity the affidavit must state the deponent's "age, occupation, quality and place of residence;" in admiralty matters his "age, name, address and description;" in bankruptcy his "name, address and description."

We must postpone till next week the consideration of the rules which relate to the very important subjects of liquidation by arrangement and composition.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Jan. 14.—Lord ROMILLY sat at half-past ten, to deliver judgment in the Berkhampstead copyholders' case of *Smith* v. *Earl Brownlow*, and having done so, rose for the day, there being no other business before the court. On Monday the court will pronounce judgment in the causes of *Prettyman* v. *Swinnerton*, and *Swinnerton* v. *Prettyman*; and on Tuesday in *Ingle* v. *Goodwin*. His Lordship has applied to the Lord Chancellor for a transfer of causes from the list of one of the Vice-Chancellors; so that in a day or two the court will doubtless be sitting as usual.

QUEEN'S BENCH.

In Re An Attorney.

Jan. 13.—*Murray* applied on behalf of the Incorporated Law Society for a rule *nisi*, calling upon an attorney of this court to answer the matters of an affidavit with a view to ulterior proceedings. The attorney was admitted in 1861, and continued to practice until 1865. In 1868 he applied to be re-admitted, and in the necessary affidavit he swore that he had not practised in the interval as an attorney, either in his own name or that of any other attorney; but it had since come to the knowledge of the Society that he had done so, and they considered it their duty to bring the matter before the court.

Rule granted.

BANKRUPTCY COURTS.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

Jan. 11.—The Chief Judge took his seat this day at the new court which has been fitted up for the purpose. The court is more commodious than either of the rooms heretofore used in Basinghall-street, though somewhat defective in regard to the accommodation of solicitors, and it is stated that the bar-room is wholly inadequate in size.

Re Morris Gregory.

Registration of a deed under section 192 *of Act of* 1861—*Extension of time.*

Reed applied for the extension of the time allowed for the registration of a deed of composition executed by this debtor. The affidavits showed that the deed, which bore date the 9th December, was tendered for registration under the 192nd section of the Bankruptcy Act, 1861, but the registrar, on the ground that no order had been granted extending the time beyond the 31st ult., declined to receive it. The matter was mentioned yesterday to Mr. Registrar Hazlitt, who referred it to the chief judge. It was stated that the twenty-eight days allowed by statute for registration having expired, the present application became necessary.

The Court now granted two days further time for registration.

The practice on the hearing of disputed adjudications.

Bagley desired to ask his Lordship what would be the future practice in regard to the hearing of disputed adjudications—would they be heard in private as had been the practice heretofore, or in public?

The CHIEF JUDGE said he knew of no reason why the present practice should be departed from.

Bagley mentioned the subject because the new Act provided that in certain cases an issue should be joined for trial by jury.

The CHIEF JUDGE.—That must be done in Court.

Bagley apprehended that there was no reason why the old practice should not prevail, because the credit of a person might be materially injured by the discussion in public of the question of whether he was a fit subject for bankruptcy or not.

The CHIEF JUDGE.—We are dealing with a great novelty, the practice is new to us all. As far as I can see at present the adjudication should take place in chambers as has been done hitherto, but there may be cases where of necessity an issue must be tried, which can only be done in Court.

Mr. Lawrance said the Bankruptcy Act, 1869, seemed to establish a new practice somewhat analogous to that adopted in the Court of Chancery. The petition was presented and heard, and the petitioning creditor must make out his case at the hearing, but it did not seem that the debtor would be prejudiced by the discussion of the subject in open court if no bankruptcy existed.

Bagley.—I cannot agree with Mr. Lawrance on that subject.

The CHIEF JUDGE said his opinion was if there was real litigation it would be better that it proceed in the face of the public, for he thought that the more of daylight was thrown on these cases the better. He did not want to lay down any new rule which might embarrass suitors hereafter; it would be better to deal with each case individually as it arose.

Bagley said that probably certain days would be set apart on which the Court would sit in chambers.

The CHIEF JUDGE said that no doubt that would be so.

Re a Debtor's Summons.

Practice—Rule 33—*Time—Application to dismiss debtor summons.*

Jan. 12.—*Bagley*, for the summoning creditor, applied to the Court under the following circumstances. On the 3rd inst. a debtor summons was issued under the provisions of the new Act, and on the same day was personally served on the debtor. On the 10th the debtor filed an affidavit denying the existence of any debt, and at his instance the 24th was appointed for the hearing. The learned counsel now asked that the time should be shortened, inasmuch as it would be perfectly monstrous that a debtor, a week after he had received the summons, should obtain fourteen days further time by merely making an affidavit in contradiction to that of the creditor. In these matters it was important that as little time as possible should be lost in determining the question of the debt, because, until that had been done, no petition for adjudication could be served on the debtor, who would still have a week further to dispute it. Reference was made to rules 17—24 under the Bankruptcy Act, 1869.

The CHIEF JUDGE, after consultation with Mr. Murray, the registrar attending him, referred to the 23rd rule, and said that in the first instance the registrar ought to give three clear days' notice to the debtor and creditor of the hearing of the application to dismiss the summons, subject

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to the state of the business before the Court, and any application for extension of the time might afterwards be entertained upon proper grounds. For the future this would be the practice.

Re Crowhurst.

Bankruptcy Act, 1869, *s.* 13.

Jan. 13.—This was the first case of an adjudication under the new law.

Mr. Thomas Phelps, on behalf of the petitioning creditor, applied for the appointment of a receiver under section 13 of the Bankruptcy Act, 1869. It appeared that the bankrupt had carried on the business of a dealer in fancy goods, and it was desirable that a receiver should be appointed to carry on the business, and take possession of the property.

The CHIEF JUDGE was of opinion that the section applied to those cases only where a petition had been presented and adjudication had not yet been obtained. Until the appointment of a trustee the registrar could act as trustee, and could take possession of the estate and deal with it in the same way as a receiver would do. This being so, if a receiver was appointed the authorities might clash. His Lordship did not think it necessary therefore to appoint a receiver.

Re Wyatt.

Prosecution under s. 221 *of Act of* 1861.

This was an application on behalf of assignees for leave to prefer an indictment against the bankrupt, jointly with two other persons, for offences under the Bankruptcy Act, 1861. The matter had been brought under the notice of the registrar, and by him referred to the chief judge.

Reed supported the application, which was made *ex parte*, and referred to *Ex parte Stallard re Howard*, 16 W. R. 469.

The evidence having been referred to at some length,

His LORDSHIP granted an order for leave to prosecute the bankrupt for offences under the 221st section, but said that no order was necessary to embrace in the indictment the two persons alleged to be conspirators with him. The assignees might, if so advised, include these two persons, and then *Ex parte Topping re Levy*, 13 W. R. 445, would be an authority to the chief registrar to justify the payment of the costs of including them in the indictment.

New Orders.

The CHIEF JUDGE has delegated to Mr. William Hazlitt, Mr. H. P. Roche, Mr. J. R. Brougham, Mr W. P. Murray, Mr. P. H. Pepys, and the Hon. W. C. Spring-Rice, the following powers:—

"With respect to the business of the old Court of Bankruptcy transferred to the new Court of Bankruptcy, under and by virtue of the said order of the Lord Chancellor, the said registrars shall proceed with the prosecution and winding-up of all business pending in the old Court of Bankruptcy on the 31st day of December, 1869, and for the purpose of prosecuting and winding-up such business shall, under and by virtue of this delegation, possess and exercise all the power and authority vested in the Chief Judge, except the power to make an order to commit a person for contempt.

"The said several registrars shall proceed with the prosecution and winding-up of the business so pending in the courts to which they were respectively attached on the 31st day of December, 1869."

The Chief Judge has also appointed Mr. Charles Hansard Keene a registrar of the London Bankruptcy Court, to preside over the office for registration of arrangement proceedings.

For the present the Chief Judge will hold his sittings in Portugal-street on Tuesdays, Wednesdays, Thursdays, and Fridays in each week, at half-past ten o'clock.

Mr. Edward Austin has been appointed clerk to the registrars and usher of the Courts in Basinghall-street, vice his brother, Mr. John Austin, appointed clerk to the Chief Judge.

COUNTY COURTS.

A report forwarded to us of a decision in the Birmingham County Court was not sufficiently complete for insertion.

Mr. James Fitzjames Stephen, Q.C., the recently appointed Law Member of the Supreme Council of India, took the oaths and his seat at the Council Board on the 14th of December last.

APPOINTMENTS.

Mr. JOHN FRANCIS COLLIER, barrister-at-law, of the western circuit, has been appointed Recorder of the borough of Poole, in Dorsetshire, in succession to the late Mr. Henry Bullar. Mr. Collier is a younger brother of Sir Robert P. Collier, the Attorney-General, being a son of the late John Collier, Esq., a merchant and shipowner, who was M.P. for Plymouth from 1832 to 1841, by Emma, fourth daughter of the late Robert Porrett, Esq., of North Hill House, near Plymouth. The new recorder was called to the bar at the Inner Temple in June, 1859, and practises at various sessions on the western circuit. Last year he acted as secretary to the Beverley Election Commissioners.

Messrs. WALTER WILLIAM ALDRIDGE and EDWARD WILLIAM SYKES, of 49, Coleman-street, City, the Official Solicitors to the Court of Bankruptcy under the Act of 1861, have been appointed, by the Lord Chancellor, under the new Act of 1869, to act in all bankruptcies where no trustee shall be appointed, or during the vacancy in the office of trustee, and generally on behalf of the registrars of the Court, in cases where their services as such official solicitors shall be required.

Mr. HENRY GREENE, solicitor, of Higham Ferrers, Northamptonshire, has been appointed by the Hon. G. W. Fitzwilliam, lord of the manor, to be Deputy Recorder and Steward for the town of Higham Ferrers, in succession to Mr. George H. Burnham, solicitor, of Wellingborough, resigned. Mr. Greene took out his certificate as an attorney in Hilary Term, 1828, and is solicitor and treasurer to the local Association for the Prosecution of Felons.

Mr. THOMAS JOHN PROVIS, of Fareham, Hants, has been appointed a Commissioner for taking affidavits in the superior courts of common law.

Mr. THOMAS DONNITHORNE, of 30, Gracechurch-street, E.C., has been appointed a London Commissioner for administering oaths in the courts of common law.

Mr. WALTER OVERBURY, solicitor, of the city of Norwich, has been appointed by the Lord Bishop of that diocese to be a proctor of the Consistorial Court of Norwich.

Mr. THOMAS WILLIAM ANSELL, solicitor, of Norwich, has been appointed by the Lord Bishop of the diocese to be a proctor of the Norwich Consistorial Court.

Mr. MATTHEW GEORGE PENGREE, barrister-at-law, has been admitted as an advocate of the High Court of the North-West Provinces of India, at Allahabad.

Mr. R. M. THOMAS, solicitor, of Calcutta, has been appointed Deputy Sheriff of that city for the ensuing year.

Mr. JOHN C. AUSTIN, usher in the court of Mr. Commissioner Winslow, of the late London Court of Bankruptcy, has been appointed Clerk to the Chief Judge in Bankruptcy

GENERAL CORRESPONDENCE.

*** A correspondent has a very strong impression that an author whose works we have twice reviewed during the last six years, is a person who has, as far as he could, lowered the status of the profession; and our correspondent cannot understand how it is that we notice the works of a person of such a class.

To which we reply:—We always have, and always shall, set our heel strongly upon improper conduct on the part of any member of the profession.

As regards reviews, it it is our duty, for the information of our readers, to give reliable accounts of all works submitted to us, and our readers require for their information under this head, reviews, not of the authors, but of the books.

W. H. G. does not enclose his name and address.

COUNTY COURT PROCEDURE.

Sir,—Passing over for the present the 5th and 6th questions of the Judicature Commissioners, we come to question 7, which relates to a matter of very considerable importance. The Commissioners ask:—"Does any, and what, inconvenience result from the county court judges having to administer justice upon three distinct systems? Could the proceedings be simplified by giving power to administer the several jurisdictions in one form

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of proceeding, irrespective of the question whether the suitor is entitled to his remedy under the equitable, the admiralty, or the common law jurisdiction; or should such power be subject to any and what special exceptions?"

I cannot myself imagine the possibility of this question being answered in any but one way. The more complex and various rules of practice are, the longer time it will take to master their details, and the fewer persons will be found to bestow the necessary trouble upon them. Whether regard be had to the judges who have to interpret, to the officials who have to apply, or to the counsel and attorneys who have to advise upon rules of procedure, nothing can be more important than that they should be framed in language the simplest, the shortest, the clearest, and the most uniform that can be adopted. Every hour that a busy lawyer is obliged to spend in "getting up" adjective orders and forms, is an hour withdrawn from the study or the application of the substantive principles of law; and certainly the wisest maxim on which the law reformer can act, at least in the present day, may be thus enunciated, "Take care to simplify the rules of procedure, and let the rules of law take care of themselves." Not only does the needless multiplication of forms cause a sheer waste of labour in the endeavour to read, mark, learn and inwardly digest them, but it becomes a fruitful source of error when even the most laborious practitioners are employed; and when experiments are tried to act without legal assistance, the hardy experimentalist almost inevitably "comes to grief."

If the above observations be considered applicable to the procedure of all courts of justice, they have a special bearing on the practice of the county courts. Those tribunals are peculiarly the courts of the poor suitor, who often cannot afford the luxury of a lawyer, or, at least, is obliged to rest satisfied with the doubtful aid of the less skilled labourers in the legal vineyard. To such persons a complicated system of practice is tantamount to a denial of justice, and the idea of their comprehending three different systems is simply ridiculous. Nothing, then, can justify the continuance of such a state of things short of clear proof that further simplification is impracticable; and the question whether such proof can be furnished will be the sooner solved if an attempt be made to contrast an action at law with a suit in equity, as each is commenced, continued, and ended in the county court. I will select for this purpose two cases which intrinsically have many points of resemblance—viz., an action by a tradesman against the executor of his late customer to recover the amount of his bill, and an administration suit, brought either by a creditor or a legatee, against an executor. In the first case the defendant is summoned as "C. D., the executor of M. N.," to attend a court on a certain day to answer the plaintiff as per particulars annexed. Then follows the bill in the ordinary form of a tradesman's account. No written defence to this plaint, except under very special circumstances, is either necessary or allowable; but on the day of trial the defendant is asked on oath whether he admits his representative character, whether he disputes the demand, and if so on what ground, and whether he alleges a total or a partial administration of assets. In three minutes the judge understands the precise point or points in issue, and is then able to apply his mind to the evidence which bears upon them. Generally speaking the whole matter is settled almost in as short a time as it has taken me to write this account; but occasionally, where the defence turns on the due administration of assets, the defendant will not be prepared with all his proofs. In that event the hearing will be adjourned to a future day, when the cause will be finally disposed of by the judge. I say emphatically "by the judge" because I wish it to be distinctly understood that no reference is made to the registrar to examine and report on the executorship accounts, nor does he in any way interfere, except by making an official record of the judgment of the court. The entire proceedings take place in open court, the evidence is all given *vivâ voce*, there is no needless delay, there is no needless expense, there is no shifting of responsibility: the judge alone hears and decides.

From this very simple and very satisfactory mode of procedure let us now turn to consider an administration suit, conducted in conformity with the "County Court Orders and Forms in Equity." The first step is to prepare a plaint, which is playfully called in the Order "a *concise* statement of the grounds upon which the plaintiff seeks to obtain relief," but which, in the form given, condescends to tolerably minute details. It is divided into numbered sections, and contains allegations to the following effect:—(1) that A. B., late of ——, was, at the time of his death, and his estate still is, indebted to the plaintiff in the sum of (inserting nature of debt); (2) that A. B. duly made his will dated, &c., and appointed C. D. his executor; (3) that the will was duly proved, &c.; (4) that the defendant has possessed himself of the personal estate of the said A. B. and has not paid plaintiff, &c.; (5) that the said A. B. died on ——, and had his last place of abode within the jurisdiction of the Court; (6) that the whole of the personal estate, &c., does not exceed in value £500. Then comes a prayer that an account may be taken of the estate, &c., and that the case may be duly administered, &c., and for further relief, &c. If the plaintiff be a legatee instead of a creditor, the testator's bequest is inserted in one paragraph and its non-payment is alleged in another. To this flux of words—which substantially means no more than the common law formula "A. B. *v.* C. D. executor of M. N.," but which nevertheless is, in practice, often settled, if not drawn, by a skilled equity draftsman—the defendant in turn may transmit to the registrar a counter-statement, signed by himself, admitting or denying the allegations in the plaint, or raising questions of law upon them, or alleging new facts, or referring to new documents. True, he is not bound to take this course, nor, indeed, is it of any use; but still, it is not unfrequently taken, possibly because it affords a good opportunity for manufacturing costs. At length the case comes on for trial, and then, after a few questions have been asked and answered, the recognised practice is to make "a decretal order," that is, to refer the whole matter to the registrar, directing him to take and make some twenty accounts and inquiries; as for example, an account of the debts, an account of the legacies, an account of the funeral and testamentary expenses, an account of the personal estate realised, an inquiry respecting the outstanding estate, and so on, through two or three pages of instructions. When the registrar's certificate of the result is ready, if it ever arrives at that stage, it must lie in his office for a full week to enable the parties to inspect it, after which it will be presented to the court in due form, and the case will be ripe for a final decree.

Now, I submit, with confidence, that all this cumbrous machinery is quite out of character with the class of cases which come before the county courts. The executor of a village tradesman refuses to pay a small legacy because the legatee is wrongly described, or the subject matter of the bequest is not clearly defined. To decide such a point—and in ninety-nine cases out of a hundred the question really at issue is not more complex—written pleadings, and references to the registrar, and sittings in chambers, and inspections of certificates, and advertisements, and attorneys and counsel, are not required, but simply a little common sense, a little law, and, above all, a little patience on the part of the judge.

The above remarks deserve additional attention when applied to other cases over which the county court now exercises equitable or admiralty jurisdiction. For instance, why should not a suit for specific performance be commenced, as at common law, by a summons directing the defendant to show cause why he should not perform his agreement to buy such a house, or to take on

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lease such a farm? Why should not a partner bring his co-partner into court, by a summons directing him to answer a demand for a dissolution of the partnership, and a settlement of the accounts? Why should not a suit for foreclosure or redemption be dealt with in the same simple manner? Above all, why should not all these cases, as at common law, be disposed of by the judge alone?

A METROPOLITAN COUNTY COURT JUDGE.

BARRISTERS AND ATTORNEYS.

Sir,—Your correspondent, "An Advocate," has ably urged the necessity of some relaxation of the rule which compels the employment of barristers, and he has urged it mainly from an economical point of view. I venture to submit that the ruinous expense consequent upon this rule is by no means the worst of the evil. It has often fallen to my lot to feel how grievously interests are sacrificed by the present system—how miserably an attorney's efforts to put forward the strong points of his case are frequently thrown away—how hours and days of careful preparation are utterly wasted,—because every word of explanation and argument to the Court must be uttered not by the person who most thoroughly understands the points of the case, and who has laboriously mastered the details, but by one who, however clever and quick-sighted, has the disadvantage of obtaining all his knowledge of the case second-hand, and often at the shortest notice. This is bad enough when the advocate *is* really "clever and quick-sighted," but how, when he is the reverse? What attorney has not sat by and groaned to find, when it is too late, that his counsel has the haziest notions of the real features of the case; and which of us has not felt most bitterly the misery of being forbidden to utter the few simple words which would remove the cloud which threatens to enshroud judge, jury, and every one else?

Writing as an attorney, one naturally harps on the attorney's grievance; but if the attorney suffers in mind and reputation the public suffer in purse and pocket far more, and it is in their behalf, not merely as regards the question of fees, but as regards the interests of justice, that a remedy should be sought. This age has seen the removal of many old-fashioned prejudices, many time-honoured superstitions. The absurd notion that forensic wisdom can only be found in connection with a barrister's wig cannot long survive.

Jan. 4, 1870. A COUNTRY ATTORNEY.

STAMPS ON BUILDING LEASES.

Sir,—It is impossible to draw (as the authorities seem to have done) a hard and fast line on the precise grammatical meaning of the words "valuable consideration" in the 17 & 18 Vict. c. 83, s. 16, for if so any valuable consideration *ultra* the rent would of course subject the lease to the additional thirty-five shilling stamp. Covenants to repair, to grant, to insure, &c, are all in a sense "valuable" considerations beyond the rent, and yet no human being has up to this time conceived that they subject instruments to further duties, either in leases, mortgages, or anything else. The true principle would seem to be that you must stamp the document with the duty applicable to its main purpose and object, and so long as its provisions are merely subsidiary thereto, and inserted only to secure the more perfect working out of the main object, to treat them as covered by the duty so impressed. The Government taxes that to the extent it thinks fit, and there should be an end; any other construction would lead to consequences the most absurd, and no instrument would be safe without the extra stamp. A covenant to produce, to preserve boundaries, to respect your neighbours' lights, and so on, would thus make a second duty necessary, because it is valuable; but it is useless to multiply instances.

I would, however, go further, and say that in the case of building leases there is no "valuable consideration" within the words of the Act; for the "value" there contemplated, *i.e.*, the value moving the lessor to make the grant, is the rent merely; the covenants insuring the security of the rent (and none of the usual covenants do more than that in one form or another) do not increase the rent itself, or make it, granted the solvency of the lessee, one whit more "valuable." Suppose the rent were secured by, say, twenty guarantors, to put its payment beyond all possible question, would the instrument be liable to a higher duty? This argument strictly holds good in all cases of underleases where there is only a nominal reversion in the lessor of no possible value. It has less application no doubt where the lessor is seised in fee and comes into a real reversion; but even here I conceive it should apply, for the value of the reversion on a ninety-nine years' lease is, at the time of the grant, so infinitesimal as to be not worth consideration—*i. e.*, it would not be valuable, except on the most minute investigations.

I, in common with the rest of the profession, should be glad to see some judicial decision on the subject, because if it confirmed the present views of the authorities there must be legislation to remedy the evils past and to come; and if it overruled them there would be an end to the doubt and confusion now engendered. If the law be now correctly laid down by Somerset House, it is one of great hardship to builders, and will greatly tend to put a stop to the present growing and most convenient custom of taking up a lease for each house erected.

A BUILDER'S SOLICITOR.

LIFE POLICY—THE "DAYS OF GRACE."

Sir,— My attention has lately been drawn to the question whether an action upon a policy can be maintained against a life insurance company, in a case where the person whose life was insured died during the days of grace allowed for payment of the premium, and before the premium had been actually paid. Unquestionably, the common belief is that payment of a premium during the days of grace will operate for all purposes as payment on the appointed day; and, indeed, unless this is so, the risk of taking advantage of the days of grace is too great to be encountered. In Selwyn's Nisi Prius (12th ed.) vol. ii. p. 1044, the following passage occurs; citing the case of *Simpson* v. *The Accidental Death Insurance Company* (5 W.R. 307, 26 L. J. C. P. 289):—

"Where a policy is to continue, provided the *assured* pay the premium within twenty-one days of its falling due, this does not give the executors the right to pay it after his death, even though tendered within the twenty-one days."

Unfortunately, I have not a report of the case referred to, so as to be able to ascertain upon what the decision turned. The question seems to have been considered in a recent case in the District Court of Philadelphia (reported in your last week's number), but there the action appears to have been for a return of premiums on the winding-up of the company's business, and not for the amount insured by the policy. Indeed there is one passage in the report which may be taken as implying that the policy would be rendered void by "death occurring in the interval of non-payment," notwithstanding that the days of grace had not then expired. No doubt the point has long ago been settled, but I shall be glad to be referred to an authority.

Jan. 5, 1870. A COUNTRY SOLICITOR.

[The answer to the question—whether or no the representatives of the assured can claim to pay after his death during the days of grace—must depend in each case on the custom of or terms provided by the company. The subject is fully discused at pages 65 and 66 of Mr. Bunyon's work on Life Assurance, from which it appears that whatever the conditions may be, they will be strictly enforced, at least at law. So in *Acey* v. *Fernie*, 7 M. & W. 151, the policy mentioned that the premiums were to be paid during "the life" of the assured, and he dying during the days of grace, it was held that his representatives could not pay the premium and take the sum assured. In *Simpson* v. *Accidental Assurance Company*, reported also 7 C. B. N. S. 297, the policy stipulated that default should not invalidate the policy, provided "he, the assured," paid the premium within twenty days. It was held that this did not give his executors the right to pay it after his death. And we imagine the rule to be that unless the conditions expressly sanction a payment by representatives after death occuring within the days of grace, the position of the assured is simply that during the days of grace he has the power of keeping up his policy by paying the premium, but that if he dies during the days of grace without having made such payment, the policy lapses.—Ed. S. J.]

STAMPS ON BUILDING LEASES, &c.

Sir,—Allow me to refer to my letter, and your comment on it, in your paper of the 11th ult. (pp. 108 and 116). I have now reason to hope that one of the law societies will promote an appeal against this new ruling at Somerset House, but at present no decision has been announced.

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Many think that as this ruling concerns the profession generally (for all must have erred, more or less, if it be correct) the appeal should be promoted by one of its representative bodies, who—if unsuccessful there—would then go to Parliament for an Amending Act with greater prestige than after an appeal by an individual. If, however, the societies will not promote such an appeal I hope to be able to do so. I have had a lease, containing covenants to build, &c., adjudicated upon in readiness for entering an appeal, and several of your readers have offered to contribute towards the costs of it; but I shall be glad of further aid, so that if I have to appeal I may procure the best assistance I can at the bar without too great an outlay on my own part in a matter of such general interest to the profession at large.

I repeat, I will readily reply to any one who may desire further information, or it may be obtained on personal application to my agent, Mr. James Cowdy, 17, Serjeants'-inn, Fleet-street. A. H. ALDOUS.

Ipswich, Jan. 4th.

THE NEW PRACTICE AT WORSHIP STREET.

Sir,—In the *Times* of January 3rd appeared the following—

[The paragraph quoted by "J. A. A." details the course recently adopted by the magistrates of the Worship-street Police Court, *vide sup.* 187].

By which it will be seen that the magistrates of the Worship-street Police Court have set an example which I submit ought to be followed by the magistrates of all other police courts.

It is a boon and protection to the public, and it is a right that solicitors, who pay £9 a year for their certificate entitling them to practice, have a right to demand.

Why magistrates who ought to be the first to uphold the law should day after day allow an Act of Parliament to be treated with contempt, I have always been at a loss to conceive. It is no uncommon occurrence to see reported in the daily newspapers that Mr. A. B. appeared for So-and-so and to find on referring to the *Law List* that no such name appears therein, and on further inquiry to find that A. B. is (or, which is much nearer the truth), says, he is clerk to C. D. an attorney, the said C. D. being frequently a person who allows various A. B.'s to practice in his name for a consideration.

Why the Law Institution, which is supposed to watch over the interests of the profession have never taken up this question, I fail to understand; but a step has now been taken in the right direction, and I hope you will use your powerful interests so far as you can in preventing illegitimate persons practising as solicitors or advocates.

So far back as the 1st of March, 1862, you (in Vol. vi, p. 313, S. J.) wrote as follows:—

"It is enacted, by the 6 & 7 Vict. c. 73, s. 2, 'That no person shall act as an attorney or solicitor in any cause, matter, or suit, civil or criminal, to be tried, heard or determined, before any justice or justices, unless such person shall have been admitted as an attorney.' It is further enacted by the 23 & 24 Vict. c. 127, s. 26, 'That every person who acts as an attorney or solicitor contrary to the 6 & 7 Vict. c. 73, s. 2, shall be deemed guilty of a contempt of the court in which the action, cause, suit, case, matter, or proceeding, in relation to which he so acts is brought, had, or taken, and may be punished accordingly; and that he shall, in addition, forfeit, for every such offence, £50, to be recovered with full costs of suit, by action brought in the name of the Incorporated Law Society.'" J. A. A.

Bromley, Kent, Jan. 6.

ASSIMILATION OF THE TWO BRANCHES OF THE PROFESSION.

Sir,—Your columns have for several weeks been, more or less, occupied by this subject, and I regret to see on the part of many of your correspondents and others a disposition to treat the question as one of rivalry between the two branches of the profession *inter se*, and not, as it really is, one of greater or less public advantage. The real question is—is it desirable, in the interest of the suitors, and without regard to its effect on the profession, in either branch, that the existing distinctions between the duties and privileges of the barrister and solicitor should be continued? I humbly conceive that it is; but I may be mistaken in this, and do not at present desire to discuss the point.

I do, however, wish to point out to those gentlemen who are now so loudly echoing Mr. Field's old outcry against "the autocracy of the bar," that the advantages of the existing system are by no means so one-sided as they seem to suppose. The first necessary result of the admission of solicitors as advocates would be, of course, to admit the bar to act as solicitors, and thus to sweep away at once two regulations, the combined effect of which has been to deprive the junior bar of many thousands of pounds; one, the rule of law which prevents a barrister from suing a defaulting client for his fees, and the other the etiquette of the profession which prevents him from dealing with the ultimate client direct.

Were I at liberty to refer to individual cases, I would point out within my own acquaintance gentlemen at the bar who would, at least, double their incomes at the expense of the other (I decline to enter into the puerile squabble respecting "higher" or "lower") branch of the profession, were these restrictions removed.

Lincoln's-inn, Jan. 8. A. E. M.

BARRISTERS AND ATTORNEYS.

Sir,—In my letter which appeared in your impression of the 8th inst. I hazarded the assertion in a parenthesis that barristers form the "lower" branch of the profession. At first sight it may seem audacious to say such a thing, but I ask Sir, as our's is a learned profession, of what does the measure of a man consist? Surely his learning. Position, promotion, power and patronage may possibly force a man into a higher sphere in society I grant; but if his ignorance go with him he will make up for it by a bold assumption of wisdom's ways, and by blaming everybody but himself who makes a mistake; and so far from congratulating him we are compelled to deplore the state of our laws which puts him at so much pains to conceal his want of erudition. Yet, such is the position of a gentleman who is called to the bar, and this want of thorough and comprehensive legal education characterises him until he is raised to the bench. The painful exhibitions we have now and then on the bench must demonstrate this to every one. The superority of a solicitor to a barrister consists in his learning.

An editor of one of our leading newspapers who is a barrister, in the course of conversation with me upon this subject ridiculed the very idea of barristers being called "learned." "It is true," said he, "that the public suppose we read a great deal, but the difficulty I have is in finding a man who has read anything." I will not go so far as this myself, but I am certain that the reason solicitors have a greater hold on the public is because their knowledge of the law is more various and extended. He is able in one matter—a liquidation for example—to bring his knowledge of the practice of Common Law, Chancery, Probate, Admiralty, Bankruptcy, and other courts to bear upon the subject, whereas a barrister would only be able to advise as to the practice of one. The learning barristers do attain cannot be relied upon until they have been practising some three or four years, and then woe betide the solicitor who first briefs them. His chances of success are as little as possible.

I have often canvassed the opinion of my professional brethen upon this subject, and in the end they generally agree with me, although at first they have a repugnance to any change. They very nearly always begin by saying that they find it a great advantage to be able to put the papers into another person's hands and to get his independent opinion.

True, but the answer is, "Could you not if you chose satisfy yourself by looking into the law of the case?" "Oh yes," he replies, "but still I could not go out of my office and lose the fees I make by my clients coming to consult me, &c., &c." "But you are now bound to attend court on the trial of your causes, and you might just as well do the work as do nothing." "Very true," is the reply. "I am, but then I might not succeed as I am not accustomed to advocacy; although I have no doubt I could do better than many counsel, and in fact, I am certain I should, for I have lost many causes through their sheer ignorance, pride and obstinacy . . . . . well, upon the whole, I think now it *would* be a good thing if we *were* allowed to plead in the superior courts." Such Sir is the *vis inertiæ* in our profession, that it is almost impossible to get any reform noticed; or perhaps I should say that the labour is so great in comparison with the returns that no time is left for the consideration of any scheme for

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the general good. But I think it is clear that it is the duty of the Incorporated Law Society to take up the subject for us. They are, in a measure, responsible for our learning, and they ought to see that it has its due reward.

A SOLICITOR.

RETAINER TO COUNSEL.

Sir,—Perhaps you or some of your readers can assist us, as old subscribers, with a little information on the following point :—

A., the plaintiff in equity, gave a general retainer to a common law barrister ; B., the defendant in equity, some time afterwards gave a special retainer in the suit to the same common law barrister. A. assigned a certain interest in the subject matter of the suit to C. and D., who filed a bill to obtain benefit of A.'s suit, and on the same day that the last-named special retainer was given, but within an hour or so afterwards, C. and D. gave a general retainer to the same common law barrister. Both suits were heard together, and one decree, directing certain inquiries, was made in them. On that hearing, nominal briefs only were given to the common law barrister. Both suits are now again coming on to be heard, and both parties desire to brief the common law barrister. Who is entitled to his services ?

Yours, &c., ENQUIRER.

City, Jan. 12.

[Of course C. and D. can get no benefit from A.'s retainer.

As to their rights under their own retainer given an hour or so after B. had given his, it appears to us that by giving "nominal briefs" only to the barrister, each side dropped their retainer, and that in consequence the party first giving a special retainer after that event, is entitled to the barrister's services. For another case, see 12 S. J. 109.—ED. S. J.]

OBITUARY.

MR. A. E. WATTS.

Mr. Alfred Eugene Watts, solicitor, formerly of Parkhouse, Sydenham, died at Penge, Surrey, on the 1st of January, after a brief illness, of disease of the heart. Mr. Eugene Watts was certificated as a solicitor in Michaelmas Term, 1863, and carried on business both in London and at Romford.

MR. J. TIDD PRATT.

We have to announce the death of Mr. John Tidd Pratt, barrister-at-law and registrar of friendly societies in England and Wales, who expired on the 9th of January at his residence in Abingdon-street, Westminster. Mr. Tidd Pratt was born on the 13th December, 1797, and had, therefore, completed his 72nd year. He was called to the bar at the Inner Temple in Michaelmas Term, 1824, and since 1828 had held the office of consulting barrister to the Commissioners for the Reduction of the National Debt. Besides being registrar of friendly societies, he was the barrister appointed by Government to certify the rules of savings-banks, &c. Mr. Pratt wrote and published, in 1837, a treatise on the "General Turnpike-road Acts, with Notes," and in 1846 he issued a "Summary of the History of Savings-banks." He also wrote "The Law relating to Friendly Societies," which appeared in 1855 ; besides "The Laws of Highways," "An Analysis of the Property Tax Act," "Suggestions for the Establishment of Friendly Societies," &c. He was included in the commission of the peace for Middlesex, Westminster, Kent, Surrey, Sussex, and the Cinque Ports, and was a Deputy Lieutenant for the county of Middlesex. Of late years Mr. Pratt was frequently consulted in his official capacity as to the soundness or otherwise of the various friendly societies in the kingdom, in which matter he became a general referee.

MR. J. B. GRINDON.

We have to record the death of Mr. Joseph Baker Grindon, solicitor, of Bristol, who expired on the 2nd of January, at the ripe age of eighty years. The late Mr. Grindon had been for nearly half a century one of her Majesty's coroners for the city of Bristol, having been formerly associated in that office with a gentleman named Langley, but for more than thirty years past he had acted alone. The deceased gentleman was the author of a work on the Coroner's Office, which has been quoted by judges of the superior courts, and he was regarded as an authority on all points relating to "crowner's quest law." Mr. Grindon had acquired a large amount of medical, surgical, and scientific knowledge, and often astonished skilled witnesses by the pertinence of his inquiries and the shrewdness of his remarks. Some years ago, failing sight compelled him to abandon the active duties of his office, which were for a time conducted as his deputy, by Mr. H. S. Wasbrough, the present coroner. Finding no hope of renovated health, however, Mr. Grindon resigned the coronership about two years ago, when Mr. Wasbrough was elected to succeed him. Mr. Grindon's remains were interred on the 6th of January, in the burying-ground adjoining Bristol Cathedral.

MR. H. M. GRIFFITHS.

The death of Mr. Henry Moore Griffiths, solicitor, of Birmingham, took place at Solihull, Warwickshire, on the 11th of January. Mr. Griffiths was the senior partner in the firm of Griffiths and Bloxham, of Birmingham, and was certificated as a solicitor in Michaelmas Term, 1829.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday, the 11th inst., Mr. W. H. Herbert in the chair, a variety of business matters were disposed of; and, this being a quarterly meeting, the secretary made a statement showing the proceedings of the society during the past quarter. It was announced that 173 members were then on the roll, of whom 50 were members of the Incorporated Law Society, and 46 had passed their examinations with honour; also that 21 gentlemen had been elected as members during the past quarter; and that 7 had resigned. It also appeared that the attendance of members at the debates during the past quarter had been unusually good. Three motions relating to various matters were brought forward and negatived. The number of members present was 35.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Monday, January 17, class A.; Tuesday, January 18, class class B ; Wednesday, January 19, class C.—4.30 to 6 p.m.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, January 21.—Lecture, 6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Hilary Term, 1870.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

1869.

Gray v Lewis (M.—April 26)
Pronjo v Matthews (M.—July 8)
Bowers v Bowers (M.—Aug. 2)
Attorney-General v Wax Chandlers' Co. pt hd (R.—Aug. 20)
Day v Sittingbourne & Sheerness Ry. Co. (J.—Aug. 24)
Thomas v Coke (R.—Sept. 21)
Burdick v Garrick (S.—Nov 11)
Stone v Thomas m d (by order)
Griffith v Basset (J.—Nov. 16)
Gibbs v Harding (S.—Nov. 22)
Blackford v Davis (S.—Nov. 25)
Moore v Craven (S.—Nov. 27)
Evans v Bagshaw (R.—Nov. 30)
Giffard v Williams (S.—Dec. 10)
Preston v Preston (R.—Dec. 11)
Hood v North-Eastern Ry. Co. (J.—Dec 15)
Thorp v Sutcliffe (R.—Dec. 22)
Sharp v St. Sauveur appl. of dfts. Loveday and ors. (S.—Dec. 23)
Same v Same appl. of Baron De St. Sauveur (S.—Dec. 23)
Same v Same appl. of dft. W. L. Loveday (S.—Dec. 23)
Machin v Darwin (M.—Dec. 29)

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Before the MASTER OF THE ROLLS.

Causes, &c.

Ormerod v Rostron f c (not before Jan. 31)
Boyd v Petrie c, wit (Jan 12)
Clarke v Tanner. c, wit
The London & South-Western Ry. Co. v Pullein m d
Warrick v The Provost, &c., of Queen's College, Oxford. c, wit
Tulk v Tabberner m d (not before Jan. 25)
Lloyd v Thomas. m d
Thomson v Anderson. c, wit
Weston v Weston. m d
McCreight v Foster. m d (Jan 18)
Jarratt v Aldham. c, wit (not before Jan 13)
Turrell v Hocking. f c (not before Jan 21)
Henderson v Woods. m d (not before Jan. 18)
Chetwynd v Viscount Chetwynd. m d
Edmonds v Ramsey m d
James v James m d
Groome v Groome m d
Stimpson v Jepson c, wit
Scott v Scott, Beudle v Scott f c
Malleson v Darke m d, wit (Jan. 19)
Yglesias v Yglesias m d
Burton v Farrar m d
Lowther, Bart. v Lowther m d
Hibbert v Griffits f c
Jenkins v Brown f c
Cocq v The Hunasgeria Coffee Co. (Limited) c
Paton v Saue c
Withers v Rogers m d
Cooper v Hall m d
Mountford v Keene m d
Swainson v Eskell m d
Perkins v Markham m d
Messeena v Carr f c
Bloxam v Rogers f c
Allen v Forbes c
Jegon v Vivian c
Cunningham v Moojen m d
Yarde v Goodridge f c
The Masons' Hall Tavern Co. (Limited) v Nokes c
Jones v Nokes c
Swallow v Swallow m d (short)
Martin v Martin m d
Bear v Drake c
Elam v Wilsen m d
Levy v The Metropolitan Ry. Co. m d
Moore v Moore m d
Fletcher v Fletcher f c
Goudge v The East London Ry. Co. m d

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Cook v Aveline. m d pt hd
Gamlen v Long. ex to ans
The Furness Iron & Steel Co. Limited v Ross. ex to ans
Hancock v Mayor, Aldermen & Citizens of the City of Bath. demr
Davies v Atkinson. demr
Tosswill v Gilman. demr
Hunt v The Tendring Hundred Ry. Co. m d
Skato v Dunster. c wit (1st cause day)
Dicconson v Talbot. c wit (Jan 15)
Maw v Thompson. m d (Jan 18)
Casement v Saffery. f c
Percy v Coghlan. m d
Goodman v Scholefield. f c
Clack v Clack. f c
Bates v Larrard. appl. from Derbyshire County Court
Collier v Collier. f c
Webb v Bradley. c, wit (Jan 18)
Dewes v King. f c
Chillingworth v Chillingworth. sp c
Isaacson v Harwood. f c (last cause day)
Lewis v Davies. m d
Richardson v Smith. m d
Williams v Games. m d
Wright v Carr. f c
Carr v Metropolitan Ry. Co. m d
Sansum v Hammond. m d
Lamb v Pollen. m d
Howard (pauper) v Joel Ellis. c, wit (3rd cause day)
David Thomas v Thomas. m d
Hanbury v Yeomans. m d
Goff v The Newport Pagnell Ry. Co. m d
Bourton v Williams. m d
Blake v Bouchier. m d
Brigstocke v The Isle of Wight Ry. Co. m d
Worthington v Williamson. f c
Crook v Corporation of Seaford m d
Isitt v Lockwood. c
Forester v Read. m d
Weldhen v Fluker. m d
Stephens v Sobey. m d
Billamore v Tate. f c
Willoughby v Storer. f c
Simpson v Reeve. f c
Swales v Swales. m d
Sootheran v Massam. m d
Williams v Smith. appl. from Marylebone County Court
Miller v Cook. m d
Jackson v Nash. f c
Pattman v Braithwaite. f c
Hiron v Bartleet. f c
Turner v Clifford. f c
Elliott v Browne. f c
Beckwith v Beckwith. m d
Thomas v Stockwood. f c
Noble v London & South Western Bank (Limited) c
Froggatt v Thorp. f c
Moore v Moore. m d
Wilson v Cobley. sp c
Richards v French. c
Budd v Fox. m d
Wells v Carr. 1869—W—81 m d
Wells v Carr. 1869—W—125 m d
Wells v Carr. 1869—W—160 m d
Hainsworth v Wilson. f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Chetham v Hoare demr
Chetham v Hoare demr
Martin v Laverton demr
Thompson v Dunn exons
The International Bank (Limited) v Gladstone m d
Shaw v Wilson m d
Earl Beauchamp v Winn c, wit
Holden v Hart m d, pt hd
Gillett v Gane f c & sums to vary and petn. (Jan. 12)
Stevenson v Barugh m d
Ormerod v The Northern Railway of Buenos Ayres m d, set down at request of of deft. Co.
Wood v Green. c, wit
Hodges Distillery Co. (Limited) v Doulton. c, wit (Jan. 17)
Earl Vane v Rigden. m d
Watkins v The Long Ashton District Highway Board. m d
Attorney-General v Gee. c, wit
Palmer v Perry. f c
Grover v Foster, Bart. m d
The Imperial Mercantile Credit Association (Limited) v Coleman. m d
Scotson v Robinson. m d
Campbell v The Mayor, &c., of Liverpool. m d
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (Jan. 18)
Bourne v Hancock. m d
Stewart v Sanderson. m d
Cope v Clark. m d
Hargreaves v Gledhill. c, wit
Boyle v Robinson. m d
Sharp v Longford. c
Hallward v Cordery. m d
Chubb v Stretch. m d
Shaw v Shaw. c (not before Jan. 22)
Bowen v Bradley. c
Hazell v Barker. m d
Denny v Hancock. m d
Cooper v Burchmore. m d
Wildes v Dudlow. c
Cooper v Williams. c, wit
Suthers v Jubb. m d
Goddard v Shaw. f c
Mallinson v Siddle. m d
Portway v Glasscock. m d
Carrow v Ferrior. c, set down at request of dft.
Alexander v Gage. m d
Trevelyan v Attorney-Gen. c
Denison v Tattersall, Denison v Cropper. f c and pet, and sum to vary
Kellock v Dansey. m d
Nixey v Roffey. c
Skelton v Ealand. m d
Waterlow v Burt. f c and 2 sums. to vary
Page v Ward. c, wit
Toynbee v Humphries. m d
Jones v Jones. m d
Dawson v Cropper. f c
Leaver v Sinclair. m d
Painter v Turner. m d
Thomas v Aaron. m d
Wildes v Capel. c
Muggeridge v Adams. f c and mtn to vary cert
Vant v Scott. m d
Wren v Greening. m d
Brown v Macnicol. m d
Lockitt v Lockitt. m d
Vaughan v The Metropolitan Ry. Co. m d
Rowley v Woodhead. m d
Pillinger v The Metropolitan Ry. Co. m d
Richardson v Younge. c
Barton v Bockett. c, wit
Caldecott v Perrin. m d
Gibbes v Pengilley. m d
Tyrrell v Leeson. c
Boss v Hopkinson. m d
Reynolds v Stanley. f c
Humphreys v Clark. f c
Symes v Hughes c
Chadwick v Chadwick c, set down at request of deft
Ames v Colnaghi c
Phillips v Furber m d
Richardson v Whatman c
Smith v Blakesley m d
The Edinburgh Life Assurance Co. v Stanley m d
Woakes v Wilson m d (short)
Beytus v Cox m d
Fisher v Pease m d
Johnson v Stone m d
The City Discount Co. limd. & reduced v Stevens c
Mawdsley v Mawdsley f c
Spence v Woolhouse m d
Wood v Barber c
Watkins v Matthews f c
Hall v Lietch sp c
Escott v Garland f c
Job v Bushnell f c
Heath v The Metropolitan Ry. Co. m d
Smart v The Metropolitan Ry. Co. m d
Levinstein v Wenham c, evidence in chief to be taken viva voce at hearing
Steer v Abbatt f c
Caldwell v Cresswell c
Ingham v Greville m d
Attorney-General v Murray, Oliver v Murray f c
Gibbon v Fry c
De Witte v Denne c
Blease v The Warrington Wire Rope Co. (Limited) c

Before the Vice-Chancellor W. M. JAMES.

Causes, &c.

Maxwell v Laurie plea
Pears v Laing m d (Jan. 21)
Stamp v Anderson c (not before Jan. 23)
Anderson v Stamp c (not before Jan. 23)
Richards v Wicks. m d
Cousens v Cousens. m d
Toyne v Holland. c
Clavering v Everett. c
Kemp v Miller. m d, pt hd (Jan. 12)
Oakey v Sennett. m d
Clemow (pauper) v Geach. c
Rayne v The Madras Coffee Co. (Limited). m d
Clarke v Kennerley. c
Bown v Stroud. c
Bankart v Tennant. m d
Umbers v Jaggard. sp c
The West of England Brewery Co. (Limited) v Ross. c, wit
Johnston v Renton. m d
Johnston v Parsey. m d
Champneys v Holmes. m d
The Merchant Banking Co. of London (Limited) v Maud. m d
Trimingham v Maud. m d
Reynolds v Reynolds. m d
Gray v Gauntlett. m d
Duncombe v Cousins. m d
Clarke v Smith. m d
Turner v The Ringwood Highway Board. m d
Browne v Lawson. f c
Heald v Walls. m d
Taylor v Acton. m d
Laskie v Williams. c
Perry-Herrick v Dowager Lady Lanesborough. f c
Colley v Jones. m d
The Marine Investment Co. (Limited) v Haviside. c, wit
Perceval v Perceval. f c
Bird v Harris. m d
Jackson v Crick. f c
Lane v Brown. m d
Aplin v Nichols. m d
Rolf v Smith. m d
Gwyn v Edwardes. m d
Valle v Mayer. m d
Alcock v Gill. c
Cavan v Nicholson. f c
Guest v Milnes. f c
Metcalf v Hewett. m d

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Frith v The Metropolitan Ry. Co. m d
Isaac v Hughes. f c
Isaac v Hughes. f c
Bromley v Sir F. Kelly, Knight, and Others. m d
McCraw v Jones. m d
Hewes v Lord Dacre. m d
Hoskins v Alison. m d
Baylis v Howard. c
Hoffman v Postill, trial before the Court without a jury.
George v Symons. f c
Dalton v Vaughan. m d
Williams v The Llanelly Ry. & Dock Co. m d
Whitehouse v Cross. m d
Croxton v May. m d
Plant v Daniel. f c
Jerningham v The Metropolitan Ry. Co. m d
Herrick v Franklin. f c
Greenwood v Field. m d
The Attorney-General v The Mercers' Co. c
Moye v Sparrow. m d
Goold v Goold. f c
Bibby v Dicconson. c
Whitburne v Wynne. m d
Emmott v Booth. m d
Carter v Holt. f c
Davies v Davies. m d
Hopgood v Parkin. c
Wilkinson v Schneider, In re Maria le Blanc, deceased. Wilkinson v Schneider. f c
Hiatt v Hillman. c
Fell v Lloyd. m d
Dewrance v Dewrance. f c
Wight v Wight. f c
Upperton v Nickolson. m d
Swift v Wenman. m d
Graham v Teall. m d (not before Jan. 20)
Atherstone v Gray. f c
The Grand Junction Canal Co. v Shugar. m d
Carpmael v Carvell. m d
Bensley v Bensley. f c
Cadman v Wright. re-hearing on f c
Smith v Fisher. c
The Bombay, Baroda & Central India Ry. Co. v The Metropolitan Ry. Co. m d
McCracken v Forbes. m d
Morgan v Morgan. m d
Peacock v Eastland. m d
Lawson v The National Savings Bank Association (Limited). c, wit
Purnell v The National Savings Bank Association (Limited). c, wit
Edmondson v Kilshaw. f c
Kotch v French. f c
Davies v Hughes. sp c
Simms v Fox c
Price v The Metropolitan Ry. Co. m d
Railton v Walter m d
Tufnell v Caton c
Bryan v Powell m d
Goldschmidt v Jones m d
The City Offices Co (Limited) v Watts m d
Oliver v Edwards c
The National Savings Bank Association (Limited) v Purnell c
MacHenry v Davies m d
Croukshaw v Barnes c
Molesworth, Bart. v Molesworth m d
Ralfs v Woolby m d
Fox v Scutts m d
Holland v Pickering m d
South v South m d
Guy v Johnson m d
Beckett, Bart. v The Mayor, &c. of Leeds m d
Besly v Dayman m d
Cornish v Crosthwaite m d
Iggulden v Brockwell c
Salter v Cox c
Trafford v The Peterborough, Wisbeach, & Sutton Ry. Co. m d
Cadett v Cadett f c
Slater v Wasney m d
Bulpett v Sturges c
Nugent v The Shireoaks Colliery Co. (Limited) m d
Thomson v Simpson m d
Habergham v Ridehalgh f c
Lea v Anderton c
The Dyers' Co. v King m d
Saunders v Gilbertson c, evidence to be taken viva voce at hearing
James v Northmore f c
Jones v Jones m d
Packe v Reading c
Thomas v Martin sp c
Robins v Robins f c
Adnutt v Sutton m d
Bridger v The Vestry of St. Giles, Camberwell m d
Hatton v Wicks m d
Small v The Metropolitan Ry. Co. m d
Wicks v Hatton c
Elwell v Evans m d
Parker v Tidy m d (short)
Bush v Gipps f c
Watts v Kilson m d
Baron Penrhyn v Redding m d
Morris v Wright m d

COUNTY COURTS HAVING BANKRUPTCY JURISDICTION.

The following is a complete list of the county courts having jurisdiction under the new Bankruptcy Act, with the numbers of the circuits to which they belong :—

Aberdare	...	30	Bridgwater	...	56
Aberystwith	...	28	Brighton	...	50
Ashton-under-Lyne	...	9	Bristol	...	54
Aylesbury	...	37	Burnley	...	11
Banbury	...	36	Burslem	...	26
Bangor	...	29	Burton-on-Trent	...	19
Barnet	...	37	Bury St. Edmunds	...	33
Barnsley	...	14	Cambridge	...	35
Barnstaple	...	57	Canterbury	...	49
Bath	...	52	Cardiff	...	24
Bedford	...	35	Carmarthen	...	31
Birkenhead	...	7	Carlisle	...	3
Birmingham	...	21	Chelmsford	...	38
Blackburn	...	4	Cheltenham	...	53
Bolton	...	10	Chester	...	7
Boston	...	17	Chesterfield	...	19
Bradford	...	11	Colchester	...	38
Brentford	...	43	Cockermouth	...	3
Coventry	...	22	Norwich	...	32
Crewe (Nantwich and)	...	7	Northallerton	...	15
Croydon	...	45	Northampton	...	34
Derby	...	19	Nottingham	...	18
Dewsbury	...	12	Oldham	...	5
Dorchester	...	55	Oldbury	...	24
Dudley	...	23	Oxford	...	36
Durham	...	2	Peterborough	...	34
East Stonehouse	...	58	Pontypridd	...	30
Edmonton	...	38	Poole	...	55
Exeter	...	57	Portsmouth	...	51
Frome	...	52	Preston	...	4
Gloucester	...	53	Reading	...	45
Great Grimsby	...	17	Rochester	...	48
Great Yarmouth	...	33	Ryde (Newport and)	...	51
Greenwich	...	47	St. Albans	...	37
Guildford	...	45	Salford	...	5
Halifax	...	12	Salisbury	...	55
Hanley	...	26	Scarborough	...	16
Hastings	...	50	Shrewsbury	...	27
Hereford	...	27	Sheffield	...	13
Hertford	...	38	Southampton	...	51
Huddersfield	...	12	Stafford	...	26
Ipswich	...	33	Stockton-on-Tees	...	15
Kidderminster	...	23	Stockport	...	9
Kingston-on-Hull	...	16	Stoke-on-Trent	...	26
Kingston-on-Thames	...	45	Stourbridge	...	22
King's Lynn	...	32	Sunderland	...	2
Kirkby Kendal	...	3	Swindon	...	52
Leeds	...	14	Swansea	...	30
Leicester	...	20	Taunton	...	56
Leominster	...	27	Tonbridge Wells	...	48
Lewes	...	50	Tredegar	...	24
Lincoln	...	17	Truro	...	59
Liverpool	...	6	Tunstall	...	26
Longton	...	26	Ulverstone	...	3
Luton	...	37	Wakefield	...	14
Macclesfield	...	9	Walsall	...	25
Madeley	...	27	Wandsworth	...	45
Maidstone	...	48	Warrington	...	7
Manchester	...	8	Warwick	...	22
Merthyr Tydfil	...	30	Wells	...	56
Middlesborough (Stockton and)	...	15	Whitehaven	...	3
Nantwich and Crewe	...	7	Wigan	...	10
Neath	...	31	Windsor	...	37
Newbury	...	45	Wolverhampton	...	25
Newcastle-on-Tyne	...	1	Worcester	...	23
Newport (Mon.)	...	24	Wrexham	...	29
Newport and Ryde	...	51	Yeovil	...	56
Newtown	...	28	York	...	15

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals :—

QUEEN'S BENCH.

Tuesday	Feb. 1	Thursday	Feb. 3
Wednesday	,, 2	Friday	,, 4

COMMON PLEAS.

Saturday ..... Feb. 5 | Monday ..... Feb. 7

EXCHEQUER.

Tuesday ..... Feb. 8 | Wednesday ..... Feb. 9
Thursday ..... Feb. 10.

Mr. Henry Bolland, for seventeen years an officer of the Liverpool Bankruptcy Court, first as usher and latterly as deputy-registrar, was on Wednesday, January 5, presented by the solicitors practising in Liverpool with a handsome testimonial, in the shape of a purse of 153 guineas, to be further increased by subscription. The presentation took place at the Law Association Rooms in Cook-street, the following gentlemen being among those present: Mr. Councillor John Yates (chairman), Mr. Councillor Woodburn, Mr. Yate Lee (Registrar of the Bankruptcy Court); Messrs. Timpron Martin (who acted as hon. sec.), Tidswell, Evans, Haigh, Gregory, W. Radcliffe, Jenkins, W. Morris, Gill, G. Norris, Lockett, W. Wareing, Frodsham, R. Norris, R. A. Payne, Etty, Weir Anderson, Collins, Samuel, Rogerson, Charles Morris, C. Pemberton, Bellringer, Thomas Martin, Copeman, J. Hughes, J. Pemberton, Tyrer, Barrell, Harris, Grimmer, Quinn, Worship, Brabner, G. Haigh, Moorcroft, Harber and Blundell (messengers to the Bankruptcy Court), &c.

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RULES AND FORMS FOR REGULATING THE PROCEEDINGS IN THE COUNTY COURTS UNDER THE DEBTORS ACT, 1869, AND THE FEES TO BE TAKEN THEREON.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being Judges of County Courts appointed to frame Rules and Orders for regulating the Practice of the Courts, and Forms of Proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, under the powers vested in us by the said Act and by "The Debtors Act, 1869," framed the following Rules and Forms, and we do hereby certify the same to the Lord Chancellor accordingly.

The Rules, Orders, and Forms now in use in the county courts, numbered respectively 135, 136, 137, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, and 168, shall, on and from the 1st of January, 1870, cease to be used, and in lieu thereof the following shall, on and from such day, be the rules and forms in force and used in the said courts under the Debtors Act, 1869.

Interpretation.

In the following rules the word Act shall mean the Debtors Act, 1869; and the words "clear days" shall mean that in all cases in which any particular number of days is prescribed for the doing any act or for any other purpose, the same shall be reckoned exclusive both of the first and of the last day; and unless there be something in the context inconsistent therewith, the provisions of section 142 of the County Courts Act, 1846, shall apply to the interpretation of these rules.

Judgment summons.

1. No order of commitment under the Act shall be made unless a summons to appear and be examined on oath, hereinafter called a judgment summons, shall have been personally served upon the judgment debtor.

2. A judgment summons shall not be issued by a court unless the debtor resides or carries on business within its district, or unless leave of the court under section 48 of the County Courts Act, 1856, has been obtained.

3. An application by a judgment creditor for the issue of a judgment summons under the Act shall be in writing, signed by the applicant or his agent according to the form in the schedule.

4. Where a judgment creditor desires to apply for a judgment summons to a county court other than the county court in which the order or judgment was obtained, he shall obtain from the registrar of the county court in which the order or judgment was obtained, a certified copy of the order or judgment in the cause, according to the form in the schedule, and file the same with his application.

5. Where a party desires to enforce by commitment in any county court a judgment, decree, or order of a superior court of law or equity, or of any other competent court, he shall obtain from such court an office copy of the judgment, decree, or order he desires so to enforce, and shall file such office copy, together with an affidavit of the sum then due thereon, with the registrar of the court of the district in which the party, against whom the same is to be enforced, resides or carries on business.

6. The registrar of the court to which the application for a judgment summons is made shall, upon delivery to him of the certificate of the county court, or office copy of the judgment, decree, or order of any other court, file the same and issue thereon a judgment summons.

7. Every judgment summons shall be according to the form in the schedule, and be issued not less than ten clear days, and be served not less than five clear days, before the day on which the judgment debtor is required to appear, except in the case provided for by the next following rule.

8. Where the person applying for the judgment summons shall state to the registrar that the judgment debtor is about to remove from his dwelling or place of business, or is keeping out of the way to avoid service, then the judgment summons may be issued and served at any time before the hearing: Provided that the court shall not act upon a summons issued under this rule, unless at the hearing the judge is satisfied, by evidence on oath, that at the time of the application for the judgment summons such party was about to remove from his dwelling or place of business, or was keeping out of the way to avoid service, in either of which cases service upon the party at any time before the time appointed for the appearance of such party shall be sufficient.

9. A judgment summons may issue without leave of the court, except in cases provided for either by section 48 of the County Courts Act, 1856, or by the last rule.

10. No successive judgment summonses shall be issued.

11. The hearing of a judgment summons may be adjourned from time to time.

12. Any witness may be summoned to prove the means of the judgment debtor, in the same manner as witnesses are summoned to give evidence upon the hearing of a plaint.

13. Upon the issue of a judgment summons against a party upon an order or judgment of the court issuing the judgment summons the bailiff of such court shall return into court any warrant of execution against the goods of such party which may have been issued in the cause.

14. Where a judgment summons is heard in a court other than the court in which the order or judgment was obtained, and an order is made by the judge of the court in which the judgment summons is heard altering the terms of the order or judgment, all payments under the new order shall be made into, and execution thereupon against the goods shall be issued by, the court which has so altered the order.

15. Where a certified copy of a judgment is obtained from the registrar of a county court, he shall make on the minute of the judgment a memorandum of having given such certificate, and no warrant of execution against the goods or judgment summons upon such judgment shall issue from such court, unless it be shown to the satisfaction of the court or registrar that no order has been made against the execution debtor in any other court.

Order of commitment.

16. An order of commitment made under the Act shall be according to the form in the schedule, and shall, on whatever day it may be issued from the registrar's office, bear date on the day on which the order for commitment was made, and shall continue in force for one year from such date and no longer.

17. When an order of commitment for non-payment of money is issued the defendant may, at any time before his body is delivered into the custody of the gaoler, pay to the bailiff the amount indorsed on the order as that, on the payment of which he may be discharged; and on receiving such amount the bailiff shall discharge the defendant, and shall within twenty-four hours after receiving such amount pay over the same to the registrar of the county court of which he is an officer.

18. The sum indorsed on the order of commitment, as that upon payment of which the prisoner may be discharged, may be paid to the registrar of the court from which the commitment order was issued, or to the gaoler in whose custody the prisoner is. Where it is paid to the registrar he shall sign and seal a certificate of such payment, and upon receiving such certificate by post or otherwise, the gaoler, in whose custody the prisoner shall then be, shall forthwith discharge such prisoner. And where it is paid to the gaoler, he shall, upon payment to him of such amount, together with costs sufficient to pay for transmitting such amount to the court under the order of which the prisoner was committed, by Post Office order, sign a certificate of such payment and discharge the prisoner, and such costs of transmission shall be part of the prescribed costs.

19. A certificate of payment by a prisoner shall be according to the form in the schedule.

20. Orders of commitment against the same party may be issued concurrently into more than one district; provided that the cost of one order only shall be allowed unless the judge shall otherwise direct.

21. On the hearing of a judgment summons, where a warrant against the goods has been issued, the costs of such warrant shall not be allowed as against the judgment debtor, unless the judge be satisfied that there was reasonable cause for issuing the warrant.

22. The costs of a judgment summons shall not be allowed against the judgment debtor, unless some order shall be made thereon; but where an order is made on a judgment summons the judge may, in his discretion, allow the

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costs of any previous judgment summonses which have not been served by reason of the judgment debtor having evaded service.

23. Costs of orders of commitment, whether executed or unexecuted, shall be allowed against the defendant, unless the judge shall otherwise direct.

24. An order of commitment under the Act shall not be available against a bankrupt in respect of any debt incurred previous to his order of adjudication, or against any debtor whose debts have been liquidated under section 125 of the Bankruptcy Act, 1869, in respect of any debt incurred previous to the liquidation, or against any debtor from whom a composition has been accepted under section 126 of the said Act, in respect of any debt due to a creditor, whose name and address, and the amount of whose debt was shown in the statement of the debtor produced to a meeting of his creditors, as required by such section.

Costs.

25. The costs which shall be payable by a person imprisoned under the Act shall be the fees directed to be taken in proceedings under the Act by any order of the Commissioners of Her Majesty's Treasury under the powers vested in them by the County Courts Act, 1856, and such fees shall be deemed to be and shall be the prescribed costs referred to in section 5 of the Act.

SCHEDULE OF FORMS.

1.

Application for judgment-summons.

The Debtors Act, 1869.

A. B., plaintiff.

C. D., defendant (address and description of plaintiff and defendant to be added where judgment that of any other Court).

I apply for the issue of a judgment summons against the said defendant in respect of a judgment [or order] of this Court [or of the County Court of ——, holden at ——, or of [here set forth the style or other sufficient description of the Court which gave the judgment or made the order];

And I undertake to prove, to the satisfaction of the Court at the hearing, that the judgment debtor has or has had since the date of the judgment [or order] the means to pay the sum in respect of which he has made default, and that he has refused or neglected or refuses or neglects to pay the said sum.

I am aware that if I do not prove the same accordingly that I shall have to pay the costs of this summons.

[A. B., judgment creditor,
or C. D., agent to the judgment creditor.]

2.

Certified copy of order or judgment.

The County court of ——, holden at ——.

Minutes of judgments, orders, and other proceedings at a court, held at ——, on the —— day of ——, 187—, before ——, judge of the said court.

No.	Plaintiff.	Appearance.	Defendant.	Appearance.	Particulrs of claim.	Amount claimed.	Special defence.	By whom jury required.	For whom judgment given.	Amount of judgment.	Costs.	Order.

	£	s.	d.
Amount of judgment or order and taxed costs*			
Paid into court			
Remaining due on judgment or order ...			

I hereby certify that the above is a true copy of an entry in the minute book, judgments, orders, and other proceedings of the —— County Court of ——, holden at ——.

Dated this —— day of ——, 187—.

——,
Registrar.

3.

Affidavit where judgment-summons is sought on an order of a court not a County Court.

The Debtors Act, 1869.

In the County Court of ——, holden at ——.

In the matter of a judgment [or order, or decree] of the Queen's Bench [or as the case may be].

A. B., plaintiff,
[address, description,]
and
C. D., defendant,
[address, description.]

I, A. B., the above-mentioned plaintiff, make oath and say:—

1. That on the —— day of ——, 187—, I obtained a judgment [or decree, or order] in (here set forth the style of the court in which judgment, decree, or order obtained) against C. D., the above-named defendant, for the payment of the sum of ——.

2. That there is still due on the said judgment [or order, or decree] the sum of ——.

Sworn at ——. A. B.
&c.

4.

Summons to witness.

The Debtors Act, 1869.

No. of plaint.

In the County Court of ——, holden at ——.

In the matter of a judgment summons,

(Seal.)

Between A. B., plaintiff,
and
C. D., defendant.

You are hereby required to attend at [the court house in ——] on ——, the —— day of ——, 187—, at the hour of

* Note as by the Debtors Act, 1869, a person can only be committed upon making default in payment of any debt, or instalment of any debt, due from him in pursuance of any order or judgment; costs subsequent to the judgment or order must not be inserted on the certificate.

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—— of —— in the ——noon, to give evidence in the above matter on behalf of the [plaintiff or defendant, as the case may be], and then and there to have and produce [state any particular documents required], and all other books, papers, writings and other documents relating to the said matter which may be in your custody, possession, or power. In default of your attendance you will be liable to a penalty of ten pounds, under 9 & 10 Vict. c. 95.

Dated this —— day of ——, 187—.

To ——. Registrar of the court.

5.

Judgment summons.

The Debtors Act, 1869.

In the [title of court issuing summons].

No. of plaint.

No. of judgment summons.

Between A. B., plaintiff,
[address, description,]
and
C. D., defendant
[present address, description, and, if known, place of employment].

Whereas the plaintiff obtained a judgment [or if no judgment has been obtained, or if a fresh order has been obtained upon a judgment, an order] against you, the above-named defendant, in the county court of ——, holden at ——, on the —— day of ——, 187—, for the payment of £ —— together with £—— for costs, and in payment thereof [or of —— part thereof] you have made default:

[or, Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £ ——]:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor, here insert the name of the Vice-Chancellor making the order] on the —— day of ——, the defendant was ordered to pay to the plaintiff the sum of £ ——, and there is now due and payable upon the said decree [or order] the sum of £ ——]:

You are therefore hereby summoned to appear personally in this court at [place where court holden] on the —— day of ——, 187—, at the hour of —— in the —— noon, to be examined on oath by the Court touching the means you have or have had since the date of the judgment [or order] to pay the said last-mentioned sum.

Dated this —— day of ——, 187—.

Registrar of the Court.

N.B.—To be added where judgment summons issues on a judgment or order of a county court.

	£	s.	d.
Amount of judgment or order, including taxed costs			
Paid into court...			
Amount unpaid and due on judgment			
Deduct amount of instalments at —*s.* per month, which were not required to have been paid before the date of the summons			
Amount upon the payment of which no further proceedings can be had until default in payment of next instalment			

When issued under the County Courts Act, 1856, or under rule 144, insert "Issued by leave of the Judge."

6.

Order upon a judgment summons altering original order or judgment.

The Debtors Act, 1869.

In the [title of court issuing summons].

No. of plaint.

No. of judgment summons.

Between A.B., plaintiff,
[address, description,]
and
C.D., defendant,
[Present address, description, and if known, place of employment].

Whereas the plaintiff obtained a judgment [or order] against the defendant in the county court of ——, holden at ——, on the —— day of ——, 187—, for the payment of £——, together with £—— for costs, and in payment thereof [or of —— part thereof] the defendant hath made default:

[or, Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £——]:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor, here insert the name of the Vice-Chancellor making the order] on the —— day of ——, the defendant was ordered to pay the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of ——, 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

Acknowledgement of payment into court.

Date.	£	s.	d.	Received by
——	—	—	—	——
——	—	—	—	——
——	—	—	—	——
——	—	—	—	——
——	—	—	—	——
——	—	—	—	——

It is ordered, that the defendant do pay the amount still due on the said judgment, and the costs of the said summons and its hearing, as stated at the foot of this order, to the registrar of this court, by instalments of £—— for every —— days; the first payment to be made on the —— day of ——, 187—.

Given under the seal of the court, this —— day of ——, 187—.

Registrar of the court.

	£	s.	d.
Amount on judgment or order remaining due			
Costs on judgment summons and its hearing			
£			

[The remainder of these "Rules, &c.," will appear next week.]

The Right Rev. Harvey Goodwin, of Caius College, Cambridge, the new Bishop of Carlisle, and known to mathematical students as the author of "Goodwin's Course," is the son of the late Charles Goodwin, Esq., an eminent solicitor, of King's Lynn, Norfolk.

The Oxford Board of Guardians have fixed the salary of their clerk at £100 a-year, and have decided that he should be a solicitor or attorney. The election of a new clerk, in succession to the late Mr. H. Jacob, is to take place on the 20th of February next.

Mr. William Weedon, solicitor, of Reading, has issued an address to the freeholders of the county, asking their votes in order to secure the coronership of East Berkshire, rendered vacant by the death of Mr. Rupert Clarke. Mr. Weedon has for some years filled the office of deputy coroner. Mr. James William Smith, solicitor, of Maidenhead, is also a candidate for the office.

Fees of Magistrates' Clerks.—At the Stafford Petty Sessions, on January 3, an important discussion followed the presentation of the report upon the question of paying clerks of petty sessions by salary instead of by fees. The Committee reported that if the Act empowering this were adopted, £6,424 would be claimed by justices' clerks as compensation, two-thirds of which would go to the Wolverhampton stipendiary district. As a royal commission with large powers had been appointed to report upon the whole civil and criminal law of the country, and as they would most likely take cognizance of this question, the Committee recommended that no action be taken at present. Mr. Spooner, stipendiary magistrate of South Staffordshire, gave some startling facts. He said that one clerk, in his own district, for sitting on the Saturday of each week, received an average income of £700 a-year. The chief clerks of the London magistrates, for attendance every day in the week, received £500 a-year, and the salary of the speaker's (Mr. Spooner's) clerk was £400. Now, he would give a few instances of the remuneration received by magistrates' clerks in the shape of fees in their own county. One gentleman, who sat three days a fortnight, got an average of £675; another, who sat one day a fortnight, received £425; a third, for one day's work a week, £470; and a fourth, £435.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 14, 1870.

[From the official List of the actual business transacted.]

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Feb. 3, 92⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92½	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92½	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅛	

RAILWAY STOCK.

Shrea.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	111
Stock	Do., A Stock*	100	111
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	61
Stock	Do., West Midland—Oxford	100	37
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	125
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	80
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	92
Stock	North British	100	35
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	45
Stock	South-Eastern	100	75
Stock	Taff Vale	100	156

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets generally are lower than they had been expected to be, considering the amount of money shortly about to be dispersed among the public in settlement of the Government telegraph purchase. The funds and foreign securities commenced the week with some strength, but did not maintain it. The railway market has been low, and subject to small fluctuations. Considerable transactions are going on in telegraph shares, very high prices being obtained in some instances.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

JENKINS—On Jan. 9, at 49, Claverton-terrace, S.W., the wife of Edward Jenkins, Barrister, of a son.

SELWYN—On Jan. 9, at Richmond, the widow of the late Right Hon. Lord Justice Selwyn, of a son.

STEAVENSON—On Jan. 7, at Highfield, Darlington, the wife of F. T. Steavenson, Esq., Solicitor, of a son.

MARRIAGES.

MARTIN—JAMES—On Jan. 6, at Twynyrodin Chapel, Merthyr Tydfil, Edward Pritchard Martin, Esq., of Dowlais, to Margaret, second daughter of C. H. James, Esq., Solicitor, of Bryntig, Merthyr Tydfil.

DEATHS.

ABRAHAMS—On Jan. 3, at 3, Mansfield street, W., George Frederick Abrahams, Solicitor.

BULLAR—On Jan. 5, at Basset Wood, Henry Bullar, Esq., Barrister-at-Law, of Lincoln's-inn, and Recorder of Poole, in his 55th year.

ELERS—On Jan. 12, at Warwick, Carew Thos. Elers, Esq., Barrister-at-Law, Midland Circuit, aged 40.

PRATT—On Jan. 9, at 29, Abingdon-street, Westminster, John Tidd Pratt, Esq., Barrister-at-Law and Registrar of Friendly Societies in England and Wales, in his 73rd year.

WATTS—On Jan. 1, at 83, Oakfield-road, Penge, Surrey, Alfred Eugene Watts, Solicitor.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Jan. 7, 1870.

LIMITED IN CHANCERY.

Imperial Silver Quarries Company (Limited).- Petition for winding up presented Jan 5, directed to be heard before Vice-Chancellor Malins on Jan 14. Annesley, Lincoln's-inn-fields, solicitor for the petitioners. Petition for winding up, presented Jan 5, directed to be heard before Vice-Chancellor Malins on Jan 21. Van Sandau & Co, King-st, Cheapside, solicitors for the petitioner.

Patent Waterproof Paper Company (Limited).—Petition for winding up, presented Dec 23, directed to be heard before Vice-Chancellor Malins on Jan 14. Miller, Budge-row, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Wheal Vyvyan Mining Company.—Petition for winding up, presented Dec 27, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Feb. 9 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 7, and notice thereof must at the same time be given to the petitioners, their solicitors, or agents. Roberts, Truro, solicitor for the petitioners; Childs & Batten, Coleman-st, agents.

TUESDAY, Jan. 10, 1870.

LIMITED IN CHANCERY.

Heaton's Steel and Iron Company (Limited).—Petition for winding up, presented Jan 6, directed to be heard before Vice-Chancellor Malins on Jan 21. Kays, New-inn, Strand, solicitors for the petitioner.

Imperial Silver Quarries Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 8, appointed George Herbert Elyard Brown, 2, Copthall-bldgs, and William Augustus Morgan Browne, 20, Victoria-sq, Westminster, to be provisional official liquidators.

London and Manchester Assurance Company (Limited). Petition for winding up, presented JAN 8, directed to be heard before the Master of the Rolls on Jan 22. Wynne, Chancery-lane, solicitor for the petitioners.

Robinson and Preston's Brewery Company, Liverpool (Limited).—Petition for winding up, presented Jan 10, directed to be heard before Vice-Chancellor Malins on Jan 21. Burton & Co, Chancery-lane, solicitors for the petitioner.

West of England Sack Company (Limited and Reduced).—Petition for reducing the capital from £60,000 to £30,000, presented May 26, directed to be heard before Vice-Chancellor James on Jan 22. Vining & Son, Moorgate-st-bldgs, for Louch, Langport, solicitor for the company.

Friendly Societies Dissolved.

FRIDAY, Jan. 7, 1870.

Flower of Ystalyfera Lodge, Red Cow Inn, Ystalyfera, Glamorganshire. Jan 4.

TUESDAY, Jan. 11, 1870.

New Inn Friendly Society, New Inn, nr Claverly, Salop. Jan 7.

Royal Union Miners Friendly Society, Crown Hotel, Hawthorns, Hopemansel, Herefordshire. Jan 7.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Jan. 11, 1870.

Smith, Maria Susanna, Clapham-rd, Kennington, Spinster. Jan 24. Summers v Liddon, M. R. Reynolls, Lincoln's-inn-fields.

Williams, Charlotte, Montpelier-rd, Brompton, Widow. Feb 7. Bingley v Kimber, M. R. Taylor & Co, Gt James-st, Bedford-row.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 31, 1870.

Bell, Charlotte, Bath-ter, Mall-rd, Hammersmith, Widow. March 1. Vallance & Vallance, Essex-st, Strand.

Burn, Jacob Hy, Bow-st, Covent-garden, Bookseller. March 1. Hird & Son, Portland-chambers, Gt Titchfield-st.

Cranstoun, Right Rev Chas Fredk Baron, Brighton, Sussex. Feb 10. Warry & Co, Lincoln's-inn-fields.

Davies, Jane, Hereford, Widow. Feb 1. Symonds, Hereford.

Douglass, Edwd, Hemingford-rd, Islington, Gent. Feb 5. Pownall & Co, Staple-inn.

Ford, Geo Saml, Devon-ter, Albion-rd, Hackney. Feb 1. Fitch, Craven-st, Strand.

French, Ann, Kidderminster, Worcestershire, Widow. Feb 15. Morton, Kidderminster.

French, Chas, Kidderminster, Worcestershire, Butcher. Feb 15. Morton, Kidderminster.

Gibson, Fredk, Sydney, New South Wales, Gent. March 1. Wilde & Co, College-hill.

Govett, Thos, Kilton, Somersetshire, Gent. March 1. Trevor, Nether Stower.

Hodgson, Jane, Aughton, Lancashire, Spinster. April 1. Whitaker, Lancaster-pl, Strand.

Houfe, Robt, Wetherby, Yorks, Linen Draper. Feb 28. Coates, Wetherby.

Hume, Jas, Sydney, New South Wales, Architect. July 31, Roxburgh & Co, Sydney.

James, John Wanklyn, Bristol, Brass Founder. Feb 1. Osborne & Co, Bristol.

Jenks, Rev David, Little Gaddesden, Hertford, Rector. Feb 15. Beachcroft & Thompson, King's-rd, Bedford-row.

Jennings, Thos, Milton, nr Cambridge, Baker. Feb 11. Duke, Birm.

Jobson, Robt, Seaham Harbour, Durham, Retired Colliery Agent. March 1. Legge & Miller, Houghton-le-Spring.

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Kelson, Chas John, Bristol, Surgeon. Feb 1. Ward & Co, Gray's-inn-sq.
Knight, Fras, Taunton, Somersetshire, Gent. Feb 14. Clarke & Lukin.
Long, Hy John, Sidmouth-ter, Alscot-ter, Bermondsey, Gent. Feb 9. Rothery & Co, Godliman-st, Doctors'-commons.
Martin, Jas Gough, Victoria-pk-rd, Hackney, Silk Manufacturer. March 1. Child, Paul's Bakehouse-ct, Doctors'-commons.
Maysmore, Humphrey Leverington, Hove, nr Brighton, Doctor. Feb 4. Dixon & Tempany, Bedford-row.
Pince, Thos, Houghton-le-Spring, Durham, Coalowner. March 31. Legge & Miller, Houghton-le-Spring.
Ramsden, Wm, Stanley-cum-Wrenthorpe, York, Farmer. Jan 17. Ianson & Banks, Wakefield.
Ramsden, Jesse, Branicar, Yorks, Gardener. Feb 15. Ianson & Banks, Wakefield.
Reeves, Jas, Selhurst-rd, South Norwood, Printer, Feb 10. Stronghill, Carter-lane.
Robinson, Rev John, Widmerpool, Notts, Clerk. March 25. Welby & Wing, Nottingham.
Sard, Jas John, Duke-st, Aldgate, Smith. Feb 5. Rae, Mincing-lane.
Snodgrass, Jas, Southport, Lancashire. Feb 10. Welsby & Hill, Southport.
Townshend, John, Lpool. March 1. Richardson & Co, Lpool.
Woodman, Mary, Westbourne, Sussex, Spinster. Jan 21. Edgcombe & Cole, Portsea.

TUESDAY, Jan. 11, 1870.

Allen, Geo, Tooley-st, Southwark, Architect. April 5. Berkeley, Gray's-inn-sq.
Allen, Maria, Norfolk-ter, Bayswater, Widow. April 5. Berkeley, Gray's-inn-sq.
Atherton, John, Stacksteads, Lancashire, Ironfounder. Feb 28. Hall & Baldwin, Clitheroe.
Atkinson, Robt Rumney, Manch, Licensed Victualler. Feb 22. Brett & Co, Manch.
Barnes, Wm, Thackthwaite Hall, Cumberland, Gent. Jan 21. Hodgson & McKeevor, Wigton.
Bligh, Amelia, Hove, Sussex, Widow. March 31. Digby & Co, Clement's-lane, Lombard-st.
Children, Richd, Shernden Farm, Capel, Kent, Farmer. March 1. Stenning, Tonbridge.
Children, John, Tonbridge, Kent, Collar Maker. March 1. Stenning, Tonbridge.
Clulee, Geo, Birm, Timber Merchant. Feb 1. Coleman & Coleman, Birm.
Ellis, Jas, Armley, Leeds, Gent. March 25. Gant, Bradford.
Glossop, Wm, Kingston-upon-Hull, Brewer. Feb 16. England & Co, Hull.
Hood, John Phipps, Bristol, Retired Officer. March 1. Fussell & Co, Bristol.
Hawkins, Robt Ralph Augustus, Old-sq. Lincoln's-inn, Barrister-at-Law. Jan 31. Hawkins, Savile-row, Burlington-gardens.
Hood, Mary, Clifton, Bristol, Spinster. March 1. Fussell & Co, Bristol.
King, Geo, Gresham-st, Glove Manufacturer. April 5. Berkeley, Gray's-inn-sq.
Long, Benj Johnson, Manch, Saddler. Feb 12. Cooper & Sons, Manch.
Lowe, Geo, St John's-wood-pk, Hampstead, Civil Engineer. March 1. Digby & Co, Clement's-lane, Lombard-st.
Macdonald, Susannah Hawley, Kensal-villa, Harrow-rd, Widow. March 1. Newman & Co, King's Bench-walk.
Mayou, Frances Ann, Birm, Widow. Feb 1. Coleman & Coleman, Birm.
Mitchell, Geo, Brompton-cres, Brompton. Feb 8. Blake, Serjeants'-inn, Fleet-st.
Moorat, John Saml, Gloucester-sq, Hyde-pk, Esq. March 31. Palmer & Co, Trafalgar-sq, Charing-cross.
Nanson, John, Carlisle, Alabaster Merchant. Feb 10. Hough, Carlisle.
O'Callaghan, Thos, Bennett, Cork, Esq. Feb 19. Murphy, South Mall, Cork.
Osborn, Jas, Hampton-in-Arden, Warwickshire, Farmer. Feb 1. Coleman & Coleman, Birm.
Pemble, Hy, Aston-pk, Birm, Gent. Feb 1. Coleman & Coleman, Birm.
Fesenmeyer, Fredk Kentish, Essex-rd, Islington, Officer R.N. Feb 15. Storey, King's-rd, Bedford-row.
Priest, Mary, Sheffield, Widow. March 7. Gainsford & Bramley, Sheffield.
Skelton, Danl Jones, Dover, Kent, Captain R. A. Feb 19. Pyke & Co, Lincoln's-inn-fields.
Skelton, Mary Ann, Dover, Kent, Widow. Feb 19. Pyke & Co, Lincoln's-inn-fields.
Whiston, Jas Wilmot, Handsworth, Staffordshire, Maister. Feb 1. Coleman & Coleman, Birm.
Wood, Chas, Cadogan-ter, Chelsea, Gent. Feb 5. Belfrage & Middleton, Bedford-row.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, Jan. 4, 1870.

Alderson, Wm, Shincliff, Durham, Farmer. Dec 23. Comp. Reg Dec 31.
Alderton, Jas, Potipbar Alderton, & Horace Alderton, Crystal-ter, Lavender-hill, Wandsworth-rd, Grocers. Dec 7. Asst. Reg Jan 3.
Andrews, Hy, Birm, Engineer. Dec 30. Comp Reg Dec 31.
Armstrong, John Low, Mount-st, Grosvenor-sq, Fishmonger. Dec 20. Comp. Reg Dec 31.
Ashe, Waller, Piccadilly, no occupation. Dec 9. Comp. Reg Dec 31.
Austen, Peter, Preston-next-Faversham, Kent, Bricklayer. Dec 17. Asst. Reg Jan 3.
Back, Octavious Osmond, Eleanor-villas, Tollington-park, Hornsey, Miller. Dec 20. Asst. Reg Dec 31.
Ball, Jas, Burslem, Stafford, Grocer. Dec 6. Comp. Reg Dec 31.
Balshaw, Wm, Manch, Comm Agent. Dec 22. Asst. Reg Dec 29.
Bamford, Thos, Preston, Lancashire, Hay Dealer. Dec 20. Asst. Reg Dec 31.
Barber, Chas, Reading, Berks, Upholsterer. Dec 2. Asst. Reg Dec 31.
Barber, Wm, Frome, Somerset, Saddler. Dec 7. Comp. Reg Dec 31.
Bate, Geo, Warwick, Grocer. Dec 24. Comp. Reg Dec 31.
Beaumont, Jas, Westminster-bridge-rd, Grocer. Dec 17. Asst. Reg Jan 1.
Bell, Andrew, Running Waters, Durham, Farmer. Dec 6. Asst. Reg Dec 31.
Belliss, Richd Guy, Wellington, Salop, Wholesale Grocer. Dec 15. Comp. Reg Dec 31.
Benson, Noble, Lpool, Grocer. Dec 23. Comp. Reg Dec 31.
Benson, Hy, Westerham, Kent, Brick Maker. Dec 14. Comp. Reg Dec 31.
Bertlesteine, Harris, Manch, Waterproofer. Dec 20. Comp. Reg Dec 29.
Bird, Thos Jas, Milton-next-Gravesend, Kent, Licensed Victualler. Dec 30. Comp. Reg Dec 31.
Bleasby, Jas, South Milford, Yorks, Farmer. Dec 23. Asst. Reg Dec 31.
Boocock, Hiram, Bradford, Yorks, Mason. Dec 23. Comp. Reg Dec 31.
Booth, Hy, Sheffield, Grocer. Dec 30. Comp. Reg Dec 31.
Bracher, Wm, & Wm Hawkins Bracher, Great Ormond-st, Builders. Dec 30. Asst. Reg Dec 31.
Bradley, John, Lpool, Grocer. Dec 21. Asst. Reg Dec 31.
Brett, Chas, Bilston, Stafford, Draper. Dec 28. Comp. Reg Dec 31.
Briggs, Frank, Woodhouse, Yorks, Butcher. Dec 22. Comp. Reg Dec 31.
Brown, Jas, Manch, Ironmonger. Dec 30. Comp. Reg Dec 31.
Brown, Martha, Commercial-rd, Lambeth, out of business. Dec 8. Comp. Reg Dec 31.
Brown, Wm, Pickering-ter, Bayswater, Cheesemonger. Dec 21. Comp. Reg Dec 31.
Brown, Wm, Burnley, Lancashire, Joiner. Dec 27. Comp. Reg Dec 31.
Butcher, Thos John, Peterborough, Railway Clerk. Dec 28. Asst. Reg Dec 31.
Cain, Hy Chas, Halifax, Yorks, Watchmaker. Dec 14. Asst. Reg Dec 30.
Calvert, Peter, Burnley, Lancashire, Oil Merchant. Dec 21. Comp. Reg Dec 31.
Campbell, Andrew, Woodford, Essex, Gent. Dec 23. Comp. Reg Dec 30.
Chapman, Richd John, Fairfoot-rd, Bromley, Surgical Instrument Maker. Dec 29. Comp. Reg Dec 30.
Chapman, Wm, Reading, Berks, Licensed Victualler. Dec 27. Comp. Reg Dec 31.
Chappel, John, Kingston-upon-Hull, Rag Merchant. Dec 24. Asst. Reg Dec 31.
Child, Wm Nicholson, Middlesborough, Yorks, Spirit Merchant. Nov 20. Asst. Reg Dec 31.
Clarke, Wm Richd, High-st, Forest-hill, Watchmaker. Dec 30. Comp. Reg Dec 31.
Clough, Isaac, Howley, Yorks, Dyer. Dec 20. Asst. Reg Dec 31.
Collins, Geo, Bristol, Licensed Victualler. Dec 29. Comp. Reg Dec 31.
Cook, Jas, Wigan, Lancashire, Tobacconist. Dec 14. Comp. Reg Dec 29.
Cooper, Jas, Nottingham, Builder. Dec 30. Comp. Reg Dec 31.
Cooper, Wm Weatherley, Eltham, Kent, Grocer. Dec 30. Comp. Reg Dec 31.
Coupe, John, Preston, Lancashire, Tailor. Dec 24. Asst. Reg Dec 31.
Creker, Ann, George-st, Grosvenor-sq, Coach Builder. Dec 20. Comp. Reg Dec 30.
Dales, Wm, Armley, nr Leeds, Cabinet Maker. Dec 24. Comp. Reg Dec 30.
Davies, Abraham, Sonderberg-rd, Holloway, Glass Manufacturer. Dec 22. Comp. Reg Dec 31.
Davis, Wm, Bristol, Bootmaker. Dec 8. Asst. Reg Dec 31.
Dawson, John, Preston, Lancashire, Butcher. Dec 15. Comp. Reg Dec 31.
Defries, Danl Nathan & Rebecca Defries, Diana-pl, Euston-rd, Gas Meter Manufacturers. Dec 21. Comp. Reg Jan 3
Dickson, Wm, Middleton, Durham, Fishmonger. Dec 30. Comp. Reg Dec 31.
Dodge, Fredk Wm, Yeovil, Somerset, Boot Seller. Dec 10. Comp. Reg Dec 31.
Dodsworth, John, Bradford, Yorks, Tobacconist. Dec 29. Comp. Reg Dec 31.
Doulton, Fredc, Kensington-gate, South Kensington, Gent. Dec 14. Asst. Reg Dec 31.
Dowding, Chas, Metropolitan Meat Market, Meat Salesman. Dec 23. Comp. Reg Dec 31.
Dyson, Nathaniel, Huddersfield, Yorks, Commercial Traveller. Dec 10. Asst. Reg Dec 31.
Edmands, Thos Herbert, Kew-green, Accountant. Dec 11. Asst. Reg Dec 31.
Edwards, Robt, Barrow-upon-Humber, Lincoln, Tailor. Dec 21. Comp. Reg Dec 31.
Elsdon, Wm, Lambourn House, Wandsworth-rd, Builder. Dec 15. Comp. Reg Dec 31.
Elton, Hy, Heywood, Lancashire, Grocer. Dec 22. Comp. Reg Dec 31.
Emery, Wm Fredk, Northampton, Banker's Clerk. Dec 29. Comp. Reg Dec 31.
Eyre, Jas, Manch, Draper. Dec 28. Comp. Reg Jan 1.
Eyre, Thos, Hayfield, Derby, Chymist. Dec 18. Comp. Reg Dec 31.
Finnigan, Michael, Wadsley-bridge, nr Sheffield, Comb Manufacturer. Dec 18. Asst. Reg Dec 31.
Fish, Joseph Perrett, Hastings, Sussex, Chemist. Dec 13. Asst. Reg Dec 27.
Fitton, Levi, Dewsbury, Yorks, Draper. Dec 24. Asst. Reg Dec 31.
Fiveash, Hy, Fleet-st, Draper. Dec 24. Comp. Reg Dec 31.
Fleming, Hy John, Bradford, Yorks, Comm Agent. Dec 30. Asst. Reg Dec 31.
Flinn, Michael, Birkenhead, Cheshire, Flag Merchant. Dec 23. Comp. Reg Dec 31.
Flower, Jonathan, Norwich, Draper. Dec 24. Comp. Reg Dec 31.
Ford, Joseph, Sheffield, Printer. Dec 17. Comp. Reg Dec 31.
Foster, Wm, Kingston-upon-Hull, Oil Merchant. Dec 30. Comp. Reg Dec 31.
Franklin, Alfred John, High-st, Clapham, Ironmonger. Dec 20. Comp. Reg Dec 31.

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Freeman, John Donne, Ilminster, Somerset, Grocer. Dec 31. Comp. Reg Dec 31.
Freeman, Wm, Fleet-st, Publisher. Dec 30. Asst. Reg Dec 31.
Gallewski, Simon, Jacob Gallewski, & Nathan Gallewski, Sunderland, Durham, Jewellers. June 11. Comp. Reg Dec 31.
Garbutt, John, Buckingham-palace-rd, Comm Agent. Dec 17. Comp. Reg Dec 31.
Gater, Emily, Milman's-row, King's-rd, Chelsea, Dressmaker. Dec 29. Comp. Reg Dec 31.
Graham, Sir Reginald Hy, John-st, Berkeley-sq, Baronet. Dec 20. Crmp. Reg Dec 31.
Greaver, John Wm, High-st, Bow, Ironmonger. Dec 30. Asst. Reg Dec 31.
Green, Geo Wm, Birkenhead, Cheshire, Publican. Dec 17. Asst. Reg Dec 31.
Greening, Edward Owen, Parliament-st, Westminster, Directer. Dec 17. Asst. Reg Dec 31.
Gregory, Thos Maddison, Church-st, Camberwell, Grocer. Dec 23. Comp. Reg Dec 31.
Grover, Wm, & Hy Sheppard, Portsea, Hants, Grocers. Dec 23. Asst. Reg Dec 31.
Haigh, Thos Hy, Huddersfield, Yorks, Silversmith. Dec 28. Comp. Reg Dec 31.
Halliwell, Wm, sen, & Wm Halliwell, jun, Bradford, Yorks, Stuff Manufacturers. Dec 3. Asst. Reg Dec 31.
Hampton, Chas, Richmond, Surrey, Timber Merchant. Dec 13. Comp. Reg Dec 31.
Hargreaves, Robt, Lpool, Cabinet Maker. Dec 14. Comp. Reg Dec 31.
Harper, Wm, Norwich, Shoe Manufacturer. Dec 24. Comp. Reg Dec 31.
Hartley, Geo, Morley, Yorks, Joiner. Nov 18. Asst. Reg Jan 1.
Helps, Wm, Calne, Wilts, Cabinet Maker. Dec 4. Asst. Reg Dec 31.
Hesketh, Thos, Chorlton-upon-Medlock, Manch, Joiner. Dec 24. Asst. Reg Dec 30.
Hime, Thos Whiteside, Sheffield, Batchelor of Medicine. Dec 23. Asst. Reg Dec 31.
Hipkiss, Eliza, Halesowen, Worcester, Anvil Iron Manufacturer. Dec 30. Comp. Reg Dec 31.
Histed, John, Brighton, Sussex, Wine Merchant. Dec 29. Comp. Reg Dec 31.
Hobson, John, South Shields, Durham, Grocer. Dec 20. Asst. Reg Dec 31.
Hodge, Geo. Thos Hodge, Wm Hislop, & Jas Dunlop, Lpool, Engineers. Dec 27. Comp. Reg Dec 31.
Holden, Fras, Blackburn, Lancashire, Toy Dealer. Dec 20. Asst. Reg Dec 31.
Holland, John, Worcester, Grocer. Dec 14. Comp. Reg Dec 30.
Jackson, Jas, Bury, Lancashire, Plumber. Dec 30. Comp. Reg Dec 31.
Jeffs, Danl, Milford, Pembroke, Innkeeper. Dec 6. Comp. Reg Dec 31.
Johns, Ebenezer, Cardiff, Glamorgan, Coal Merchant. Dec 30. Comp. Reg Dec 31.
Jolley, Jas, Lpool, Slater. Dec 10. Comp. Reg Dec 30.
Jones, John Prichard, Portmadoc, Carnarvon, Tailor. Dec 8. Asst. Reg Dec 31.
Jones, Edward, Hanley, Stafford, Grocer. Dec 28. Comp. Reg Dec 31.
Jones, Robt, Trecyon, Glamorgan, Beer Retailer. Dec 7. Asst. Reg Dec 31.
Jones, Fredk Morton, Southport, Lancashire, Printer. Dec 30. Asst. Reg Dec 31.
Jones, John & Thos Jones, Lpool, Bakers. Dec 21. Comp. Reg Dec 31.
Jones, John, Lpool, Commercial Traveller. Dec 28. Asst. Reg Dec 30.
King, John, & Joseph King, Manch, Bnkers. Dec 18. Comp. Reg Dec 31.
Land, Charlotte, Kingston-on-Thames, Surrey, Widow. Dec 27. Comp. Reg Dec 31.
Lever, Jonathan, Salford, Lancashire, Corn Agent. Dec 4. Asst. Reg Dec 30.
Lewis, Wm, Llanwonne, Glamorgan, Butcher. Dec 8. Comp. Reg Dec 31.
Lewis, Emily Clarissa, Ladbroke-gardens, Notting-hill, Principal of a Ladies' College. Dec 27. Comp, Reg Dec 31.
Macqueen, Hy, Henley-on-Thames, Oxford, Plumber. Dec 23. Comp Reg Dec 31.
Marks, Joseph Maurice, Birm, Comm Agent. Dec 29. Comp. Reg Dec 31.
Mitton, Fredk, Luton, Bedford, Boot Manufacturer. Dec 17. Comp. Reg Dec 31.
Morgan, Jas, Hornsey-rd, Holloway, Printer. Dec 28. Comp. Reg Dec 30.
Moyle, Hy Lyon, Manch, Draper. Dec 21. Comp. Reg Dec 31.
Murphy, John Danl, Lpool, Wine Merchant. Dec 28. Comp. Reg Dec 31.
Nash, Jas, Canterbury, Brush Manufacturer. Dec 14. Comp. Reg Dec 31.
Neilson, Thos, Gateshead, Durham, Auctioneer. Dec 24. Comp. Reg Dec 31.
Parker, Wm Alfred, Oldham, Lancashire, Cotton Spinner. Dec 28. Comp Reg Dec 21.
Parkinson, Hy, Lpool, Comm Merchant. Dec 29. Asst. Reg Dec 31.
Parsons, Jonathan, Oakley-cresent, Chelsea, Builder. Dec 4. Comp. Reg Dec 31.
Payne, Eliz Blight, Guildford, Surrey, Milliner. Dec 20. Comp. Reg Dec 31.
Pearce, John, High-st, Kensington, Coach Builder. Dec 2. Comp. Reg Dec 30.
Pearce, Thos, Bodwell, Bristol, Accountant. Dec 14. Comp. Reg Dec 31.
Pearson, Zachariah Chas, Gracechurch-st, Shipping Agent. Dec 14. Comp. Reg Dec 31.
Penny, Wm, Layland, Lancashire, Gold Thread Manufacturer. Dec 11. Comp. Reg Dec 31.
Phillips, Wm, Holland-rd, Notting-hill, Wine Seller. Dec 29. Comp. Reg Dec 31.
Powell, John, Fortescue-rd, Grove-lane, Fulham, Builder. Dec 21. Comp. Reg Dec 31.
Price, Robt Wilkins, John Alfred Price, & Geo Price, Acton, Middlesex, Builders. Dec 24. Asst. Reg Dec 31.
Priddle, Thos Linton, Colby-ter, Gipsey-hill, Norwood, Builder. Dec 7. Comp. Reg Dec 31.
Radford, Geo, Swansea, Glamorgan, Bootmaker. Dec 18. Asst. Reg Dec 30.
Rees, John, Bevington-rd, Notting-hill, Builder. Dec 6, Comp. Reg Dec 31.
Ricketts, Aubrey, Catford-bridge, Kent, Gent. Dec 1. Comp. Reg Dec 31.
Riddel, Robt, Manch, Merchant. Dec 29. Comp. Reg Dec 31.
Roberts, Hy, Bath. Dec 4. Comp. Reg Dec 31.
Robertson, Jas. Bankside, Southwark, Iron Merchant. Dec 13. Comp. Reg Dec 31.
Robinson, Wm, & Edward Broadbent, Oldham, Lancashire, Joiners. Dec 17. Comp. Reg Dec 31.
Robinson, Geo, jun, New Elvet, Durham, Bread Baker. Dec 30. Comp. Reg Dec 31.
Robinson, Thos Mason, Leeds, Woollen Merchant. Dec 24. Comp. Reg Dec 31.
Rozas, Manoel Carlos Leite, Seething-lane, Comm Merchant. Dec 1. Comp. Reg Dec 31.
Russum, Geo Wm, Manch, Merchant. Dec 21. Comp. Reg Dec 30.
Sandbach, Richd, Manch, Leather Factor. Dec 27. Comp. Reg Dec 31.
Scott, Robt Edward, Thurcaston mills, Leicester, Miller. Dec 28. Comp. Reg Dec 31.
Shillitoe, Robt, Dewsbury, Yorks, Carrier, Dec 6. Comp. Reg Dec 31.
Silverston, Abraham. Westbourne-grove, Bayswater, Warehouseman. Dec 13. Comp. Reg Dec 31.
Simmonds, Wm, Sheppy-yard, Minories, Veterinary Surgeon. Dec 13. Comp. Reg Dec 31.
Simms, Wm Hawes, Lawrence Pountney-lane, Timber Merchant. Dec 3. Asst. Reg Jan 1.
Slater, Josiah, Hanley, Stafford, Potter. Dec 17. Comp. Reg Dec 31.
Slater, Thos, Birm, Sewing Machine Manufacturer. Dec 28. Comp. Reg Dec 31.
Smith, Thos Eggleston, Newcastle-upon-Tyne, Grocer. Dec 9. Asst. Reg Dec 31.
Spruhen, Jas, Lpool, Tailor. Dec 8. Comp. Reg Dec 31.
Standfast, John, Rotherhithe-st, Cheesemonger. Dec 23. Comp. Reg Dec 31.
Starmer, Thos, Northampton, Shoe Manufacturer. Dec 17. Asst. Reg Dec 31.
Stead, Walter, Bradford, Yorks, Comm Agent. Dec 3. Comp. Reg Dec 31.
Stiff, John Timothy, Birm, Factor's Clerk. Dec 21. Comp. Reg Dec 31.
Stone, Walter John, Llandudno, Carnarvon, Innkeeper. Dec 29. Comp. Reg Dec 31.
Stones, Geo, Newport Pagnell, Bucks, Boot Maker. Dec 28. Asst. Reg Dec 31.
Stott, Jas, Healey, Lancashire, Grocer. Dec 27. Comp. Reg Dec 31.
Strapps, Wm, Prestwich, Lancashire, Cab Proprietor. Dec 10. Comp. Reg Dec 31.
Stroyan, Wm, Lpool, Woollen Draper. Dec 20. Asst. Reg Dec 30.
Stuart, Matthew, Guiseley, Yorks, Cloth Manufacturer. Dec 21. Comp. Reg Dec 31.
Symonds, John Chas, Park-st, Grosvenor-sq, Gent. Dec 20. Comp. Reg Jan 1.
Tait, Sir Peter, Knt, Geo Cannock, Robt Thos Tait, & Balfour Logie, Southwark-st, Southwark, Army Clothiers. Dec 23. Inspectorship. Reg Dec 30.
Tattersall, Wm Alfred, Oxton, Cheshire, Clerk in Orders. Dec 27. Comp. Reg Dec 31.
Tennant, Thos Ogden, Sunderland, Durham, Gent. Dec 29. Comp. Reg Dec 31.
Till, Geo, York-ter, Commercial-rd, Tailor. Dec 28. Comp. Reg Dec 31.
Toole, John, Newcastle-upon-Tyne, Clothier. Dec 15. Comp. Reg Dec 31.
Towler, Hy, Castleford, Yorks, Grocer. Dec 22. Asst. Reg Dec 31.
Townson, Benj, Cark, Lancashire, Coal Dealer. Dec 29. Asst. Reg Dec 31.
Troath, Wm, Dudley, Worcester, Tailor. Dec 17. Comp. Reg Dec 31.
Trewman, Rev Arthur Hy Peile, Witney, Oxford. Dec 10. Asst. Reg Dec 31.
Turner, Michael, Roman-rd, Islington, Shoemaker. Dec 16. Comp, Reg Dec 30.
Vale, Hy, Bloxwich, Stafford, Brush Manufacturer. Dec 28. Comp. Reg Dec 31.
Vidal, Chas, Manch, Merchant. Dec 15. Asst. Reg Dec 31.
Wagon, Maria Louisa, Tonbridge Wells, Kent, Grocer. Dec 24. Comp. Reg Dec 31.
Walker, John Sanders, Lpool, Wool Merchant. Dec 6. Comp. Reg Jan 3.
Walsh, Joseph, Otley, Yorks, Tanner. Dec 21. Comp. Reg Dec 31.
Weaver, Sydney Wm, Conway-ter, Canal-rd, Mile-end, no business. Dec 9. Comp. Reg Dec 31.
Webb, Jas Lowrie, High-st, Wandsworth, Confectioner. Dec 8. Comp. Reg Dec 31.
Webb, Thos White, James st, Oxford-st, Grocer. Dec 20. Comp. Reg Dec 31.
Weise, John Jas, High-st, Kensington, Hatter. Dec 28, Comp. Reg Dec 29.
Wells, Wm Harrison, Norwich, Flour Miller. Dec 27. Inspectorship. Reg Dec 31.
White, Thos, Crawford-st, Paddington, Grocer. Dec 17. Comp. Reg Jan 3.
Wilkinson, Matthew, Wishington, Lancashire, Plumber. Dec 4. Asst. Reg Dec 31.
Williams, Sarah, Harrogate, York, Fancy Store Keeper. Dec 29. Comp. Reg Dec 30.
Williams, John Heywood, Swansea, Glamorgan, Wool Merchant. Dec 30. Asst. Reg Dec 31.
Willetts, Chas, Birm, Beerhouse Keeper. Dec 27. Comp. Reg Dec 31.
Willis, John Richd, Erith, Kent, Builder. Dec 15. Comp. Reg Dec 31.

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Willmore, Geo, Freeschool-st, Southwark, Hat Manufacturer. Dec 30. Comp. Reg Dec 31.
Wilson, David, Batley, York, Woollen Manufacturer. Nov 22. Comp. Reg Dec 30.
Wilson, Joseph, Penrith, Cumberland, Chemist. Dec 22. Comp. Reg Dec 31.
Woodward, Geo Chas, Wolverhampton, Stafford, Greengrocer. Dec 13. Comp. Reg Dec 31.
Yeats, Wm Aubrey, Lancaster-rd, Notting Hill, Chemist. Dec 17. Asst. Reg Dec 31.
Young, Geo Augustus, Woolwich, Kent, Publican. Dec 1. Comp. Reg Dec 31.
Young, Hy Huchinson, North Shields, Northumberland, Grocer. Dec 30. Comp. Reg Dec 31.

FRIDAY, Jan. 7, 1870.

Abrahams, Mary, Manch, Licensed Victualler. Dec 30. Comp. Reg Dec 31.
Ainsworth, Robt Holt, Manch, Agent. Dec 17. Comp. Reg Jan 5.
Alderson, Wm, & John Wm Alderson, Shincliffe, Durham, Seedsmen. Dec 6. Comp. Reg Jan 5.
Archer, Wm Geo, Brighton, Sussex, Hotel Keeper. Dec 15. Asst. Reg Jan 7.
Archer, Joshua, & Chas Thos Barnes, Leeds, Cloth Merchants. Nov 24. Asst. Reg Jan 5.
Armstrong, Edwin Montague, Shrubland grove, Queen's rd, Haggerstone, Attorney's Clerk. Dec 31. Comp. Reg Jan 6.
Arnett, Lewis, Belsize ter, Grocer. Dec 28. Asst. Reg Jan 7.
Atkins, Jas, & Wm Cooper Atkins, Riddlesdown, nr Croydon, Lime Burners. Oct 20. Comp. Reg Jan 5.
Austin, Geo, Worthing, Sussex, Bootmaker. Dec 23. Comp. Reg Jan 5.
Ayling, Nathaniel, High st, Wandsworth, Surrey, Bootmaker. Dec 24. Comp. Reg Jan 5.
Bagshaw, John, Levenshulm, nr Manch, Wheelwright. Dec 30. Comp. Reg Jan 7.
Barker, Wm Hy, Sheffield, Whitesmith. Dec 18. Asst. Reg Jan 6.
Barnes, Geo, Thos Barnes, & Geo Barnes, jun, Haslingden, Lancashire, Spinners. Dec 29. Asst. Reg Jan 6.
Bennett, Thos Jones, Neath, Glamorganshire, Draper. Dec 22. Comp. Reg Jan 5.
Best, Wm, Sheffield, Grocer. Dec 13. Comp. Reg Jan 4.
Boag, Jeremiah, South Shields, Durham, Grocer. Dec 27, Comp, Reg, Dec 31.
Bolton, Charles, Moreton street, Pimlico, Upholsterer. Dec 27. Comp. Reg Dec 31.
Bowins, Saml, Burham, Kent, Grocer. Dec 23. Asst. Reg Dec 31.
Bradley, Wm Teape, Rutland Wharf, Upper Thames st, Coal Merchant. Dec 28. Comp. Reg Jan 5.
Brown, John, Kingston upon Hull, Cowkeeper. Dec 10. Comp. Reg Dec 31.
Buckle, Rev Matthew Hughes Geo, Edlingham, Northumberland, Clerk. Dec 11. Comp. Reg Jan 7.
Butterworth, Henshaw, Old Kent rd, Grocer. Dec 7. Asst. Reg Jan 7.
Carter, Wm, Leicester, Victualler. Dec 30. Comp. Reg Jan 5.
Chinnock, Robt Wm, Worthing, Sussex, Builder. Dec 29. Comp. Reg Jan 5.
Clarke, Saml Baylis, Northampton, Plasterer. Dec 10. Comp. Reg Jan 6.
Clayden, Chas, Halstead, Essex, Beerhouse Keeper. Dec 18. Comp. Reg Jan 6.
Cooling, John, jun, Beckingham, Notts, Farmer. Dec 29. Asst. Reg Jan 4.
Cooper, Matthew Wm, Waterford ter, Fulham, Butcher. Dec 17. Asst. Reg Jan 5.
Cordingley, John, Bradford, Yorks, Wool and Waste Dealer. Dec 24. Asst. Reg Dec 31.
Cox, Jos Hamilton, and John Sutton, St Mary Axe, Provision Merchant. Dec 27. Comp. Reg Jan 6.
Craven, Thos, Southam st, Upper Westbourne pk, out of business. Dec 19. Comp. Reg Jan 5.
Croner, Saml, Hackney rd, Leather Seller. Dec 24. Comp. Reg Jan 4.
Crump, Fredk, Gloucester, Baker. Nov 27. Comp. Reg Jan 9.
Dartnell, Martha Elizabeth, Culford grove, Clifford rd, Hackney. Dec 14. Comp. Reg Jan 4.
Davies, Hy Ed, Addle st, Wood st. Chemist. Dec 4. Asst. Reg Dec 31.
Davies, Wm, and Jane Morgan Davies, Ponthrydylen, Glamorganshire, Grocers. Nov 19. Asst. Reg Jan 4.
Dook, Wm, Gunthorpe, Lincolnshire, Farmer. Dec 11. Asst. Reg Jan 6.
Duke, Wm, Attercliffe, Sheffield, Grocer. Dec 28. Conv. Reg Jan 4.
Durrant, Robt, Wantage, Berks, Cabinet Maker. Dec 20. Comp. Reg Jan 6.
Durrant, Mary, Wissett, Suffolk, Farmer. Dec 16. Asst. Reg Dec 30.
Edwards, John, Marylebone rd, Wine Merchant. Dec 18. Comp. Reg Jan 5.
Evans, John, Abertillery, Monmouthshire, Boot Manufacturer. Dec 17. Comp. Reg Jan 7.
Everett, Edwin Mellars, St John's hill, New Wandsworth, Schoolmaster. Dec 20. Comp. Reg Dec 31.
Fawcett, Jas, Whitby, Yorks. Cabinet Maker. Dec 11. Asst. Reg Jan 5.
Ferguson, Thos, Frankfort ter, Harrow rd, Brick Merchant. Dec 8. Comp. Reg Jan 4.
Flather, Abraham, Joseph Shackleton, and Thos Watson, Bradford, Yorks, Jacquard Machine Makers. Dec 28. Comp. Reg Jan 4.
Forster, Geo Hy, Mill st, Hanover sq, Woollen Draper. Dec 28. Comp. Reg Jan 6.
Fortune, Francis Jared, North Shields, Northumberland, Grocer. Asst. Reg Dec 31.
Fraser, Donald Barrow, Liverpool, Shipowner. Dec 30. Comp. Reg Jan 7.
Frayling, Edwin, Calne, Wiltshire, Dealer. Dec 8. Asst. Reg Jan 6.
Fry, Wm Hy, Ordnance yd, Edward st, Builder. Dec 6. Comp. Reg Jan 4.
Gill, Wm, Brooke, Norwich, Merchant. Nov 23. Asst. Reg Jan 4.
Gooder, John, Brownhill, Batley, Yorks, Wheelwright. Dec 28. Asst. Reg Jan 5.
Green, Jas, Lichfield villas, Richmond rd, Kew, Builder. Dec 24. Comp Reg Jan 5.
Grieve, Thos Walter, Kingston-upon-Hull, General Merchant, Nov 27. Comp. Reg Dec 31.
Harrison, Sharp, Jonathan Fagger, Enoch Smith, and Sampson Pindar, Bridghouse, Yorks, Stuff Manufacturers. Dec 17. Asst. Reg Jan 6.
Harvey, Hy Wightman, West Gorton, Manch, Cloth Manufacturer. Dec 27. Comp. Reg Jan 5.
Haslam, Geo, Manch, Solicitor's Clerk. Dec 27. Asst. Reg Jan 4.
Hast, Frederich, South st, Finsbury, Merchant. Dec 31. Comp. Reg Jan 6.
Hayes, Wm, Bolton, Lancashire, Joiner. Dec 24. Inspectorship. Reg Jan 7.
Higgin, Edwd, John Bell, and Chas Howard, East India avenue, Merchants. Dec 30. Asst. Reg Jan 5.
Holford, John, Brighton, Sussex, Baker. Dec 30. Comp. Reg Jan 6.
Holt, Richd, Little Underbank, Cheshire, Watchmaker. Dec 30. Comp. Reg Dec 31.
Hooper, Benj, Geo Attenborough, jun, and Howard Joseph Hooper, St Mary Axe, Hide Factors. Dec 28. Asst. Reg Jan 7.
Horne, Geo, and Robt Hills, Old Kent rd, Drapers. Dec 21. Asst. Reg Jan 6.
Isaacson, Fras, Froxfield, Wilts, Widow. Dec 16. Comp. Reg Jan 4.
James, Clara, Birm, Registry Office Keeper. Dec 29. Comp. Reg Dec 31.
Jenkins, Wm, Treherbert, Glamorganshire, Bootmaker. Dec 30. Comp. Reg Dec 31.
Khurshedji, Rustamji, and Hy Davey, Edgware rd, Paddington, Builders. Dec 18. Comp. Reg Dec 31.
Lanham, John Geo, Neath, Glamorganshire, Beerseller. Nov 30. Comp. Reg Dec 31.
Lawrence, Nathan, Regent sq, Gray's inn rd, Jeweller. Dec 30. Comp. Reg Dec 31.
Lawrance, Sarah Harriett, City rd, Ironmonger. Dec 17. Asst. Reg Jan 5.
Leah, Hy Jas, & Thos Richd Layborn, Finsbury pl, Auctioneers. Dec 4. Comp. Reg Jan 1.
Lulham, Thos Parkin, Canterbury, Kent, Shoe Factor. Dec 31. Comp. Reg Dec 31.
Maish, Geo Roach, Chapel st, Curtain rd, Stationer. Dec 8. Asst. Reg Dec 31.
Maitland, Geo Gammie, Shotover house, Oxford, Dec 9. Asst. Reg Jan 4.
Moore, Edwin Winter, Royston, Herts, Draper. Nov 24. Comp. Reg Jan 6.
Morgan, Morgan, Merthyr Tydfil, Glamorganshire, Brewer. Dec 10. Comp. Reg Jan 5.
Mundy, Andrew Jas, Prospect pl, Peckham rye, Builder. Nov 22 Comp. Reg Jan 4.
Nicholson, John, Cottage-green, Southampton-st, Camberwell, Contractor. Dec 20. Comp. Reg Jan 4.
Nunn, Walter, Bromley, Kent, Builder. Dec 21. Comp. Reg Jan 7.
Oakley, Wm Valentine, & Thos Brewster Parker, Birm, Grocers. Dec 16. Comp. Reg Jan 6.
Oliver, Wm, St Mary Church, Devonshire, Bootmaker. Dec 4. Comp. Reg Jan 5.
Ord, Jas, Newcastle-upon-Tyne, Grocer. Dec 6. Asst. Reg Jan 5.
Ottolangui, Aaron, Shepperd-st, Spitalfields, Grocer. Dec 23. Comp. Reg Dec 31.
Payne, Edwd, Huddersfield, Yorks, Stock Broker. Dec 24. Comp. Reg Jan 5.
Pearson, Wm, Kensington-pl, Contractor. Dec 28. Comp. Reg Dec 31.
Pinnell, Andrew, Canterbury, Ironmonger. Dec 22. Asst. Reg Jan 5.
Plews, Hy, Angell-pk, Angell-rd, Brixton. Dec 23. Comp. Reg Dec 31.
Poole, John, Brompton-rd, Provision Merchant. Dec 27. Comp. Reg Jan 6.
Raywood, Wm Pigott Saile, Pancras-st, Greengrocer. Dec 23. Comp. Reg Dec 31.
Reynolds, Dinah Ann, Crayford, Kent, Market Gardener. Dec 28. Asst. Reg Dec 31.
Rice, Hy Edridge, Prisoner for Debt, London. Dec 15. Comp. Reg Dec 31.
Rolfe, Jas Parham, Eskdale-villas, Mostyn-rd, Brixton, Architect. Dec 23. Asst. Reg Jan 4.
Rowden, John, Openshaw, Lancashire, Baker. Dec 22. Comp. Reg Jan 1.
Rowley, Saml, Manch, Ladies' Underclothing Manufacturer. Dec 28 Comp. Reg Dec 31.
Sawyer, Arthur Graham, Baker st, Lloyd's sq, Attorney's Clerk. Dec 29. Comp. Reg Dec 31.
Shaw, Joseph, & Alfred Shaw, Upper Kennington lane, Cheesemongers. Dec 24. Asst. Reg Jan 4.
Sims, Thos Hy, Gt Vine st, Tailor. Dec 17. Comp. Reg Jan 6.
Skinner, Mary Ann, Warwick, Leather Dealer. Dec 23. Comp. Reg Jan 4.
Sleet, John Warwick, Kingston-upon-Hull, Bootmaker. Dec 20. Comp. Reg Dec 31.
Spencer, Jas Harbottle, Lant st, Southwark, Engineer. Dec 30. Comp. Reg Dec 31.
Stevenson, Thos Alex, Nottingham, Tailor. Dec 21. Comp. Reg Jan 5.
Swales, Alonzo, Mount row, Islington, Paper-hanging Dealer. Dec 31. Comp. Reg Jan 5.
Trainer, Peter, Waltham Cross, Herts, Draper. Dec 15. Asst. Reg Jan 6.
Truefitt, Geo Edwin, Cardigan rd, North Bow, Comm Agent. Dec 24. Comp. Reg Jan 5.
Valle, John Joseph, Halfmoon-st, Bishopsgate, Provision Merchant. Dec 17. Asst. Reg Jan 6.
Vaughan, John, Plumstead, Builder. Dec 31. Comp. Reg Dec 31.
Walker, Thos, Lpool, Draper. Dec 29. Asst. Reg Jan 6.
Walton, Saml, Bolton, Lancashire, Glass Manufacturer. Dec 16. Comp. Reg Jan 7.
Ware, Jas, Loampit Vale, Lewisham, General Dealer. Dec 23. Comp. Reg Dec 28.

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Warman, John Hughes, Tewkesbury, Gloucestershire, Gentleman. Dec 20. Asst. Reg Dec 31.
Warren, Wm Hy, Exeter, Tailor. Dec 24. Comp. Reg Jan 4.
Watts, Wm Fredk, Southsea, Southamptonshire, Ship Owner. Dec 29. Comp. Reg Dec 31.
Welburn, Robt, Beverley, Yorks, Millwright. Dec 16. Asst. Reg Dec 31.
West, John, John Horsfall, and Thos West, Gauxholme, Todmorden, Lancashire, Cotton Spinners. Dec 14. Asst. Reg Jan 5.
Willis, Alex, Alma st, Kentish town, Army Agent's Clerk. Dec 21. Comp. Reg Jan 4.
Woodcock, Thos Hy, Bradford, Yorks, Auctioneer. Dec 29. Comp. Reg Jan 4.

TUESDAY, Jan. 11.

Ashby, John Reform, Remenham, Berks, Builder. Dec 11. Comp. Reg Jan 10.
Barker, Wm Thos, Cottenham rd, Hornsey rd, Attorney's Clerk. Dec 20. Comp. Reg Jan 8.
Bell, Thos, Newcastle-upon-Tyne, Grocer. Dec 29. Comp. Reg Jan 7.
Blade, Saml, Foulsham, Norfolk, Grocer. Dec 23. Asst. Reg Jan 10.
Bowen, Danl, Treherbert, Glamorganshire, Grocer. Nov 19. Comp. Reg Jan 7.
Bowler, Jas, Monks Coppenhall, Cheshire, Beerhouse Keeper. Dec 13. Comp. Reg Jan 10.
Brooks, Thos, Wood green, Builder. Dec 16. Comp. Reg Jan 10.
Byrne, Wm, Cheltenham, Gloucestershire, Auctioneer. Dec 28. Comp. Reg Jan 7.
Campbell, John, and John Nelson, Lpool, Outfitters. Dec 29. Comp. Reg Jan 7.
Collings, Robt, Burnley, Lancashire, Tanner. Dec 24. Reg Jan 8.
Copper, Richd, High st, Woolwich, Beerseller. Dec 30. Comp. Reg Jan 10.
Fletcher, Frank Draper, Wimbledon, Surrey, Butcher. Dec 1. Asst. Reg Jan 7.
France, Nathan, Chas Hy France, & Benj France, Honley, Yorks, Woollen Manufacturers. Dec 30. Comp. Reg Jan 8.
Gann, Geo, Brandon rd, Brixton hill, Beerhouse Keeper. Dec 16. Comp. Reg Jan 7.
Hartley, Thos, Denholme, Yorks, Worsted Manufacturer. Dec 28. Comp. Reg Jan 8.
Houghton, Chas Jonathan, Ironmonger lane, Comm Agent. Dec 18. Comp. Reg Jan 8.
Jordan, John, Earl st, Kennington, Grocer. Dec 23. Comp. Reg Jan 8.
Knight, Hy Withey, Aylesbury st, Clerkenwell, Butcher. Dec 21. Comp. Reg Jan 10.
Levy, Reuben, Manch, Tailor. Dec 15. Asst. Reg Jan 7.
Lewis, Wm, St Katherine's rd, Princes rd, Notting hill, Plasterer. Dec 1. Comp. Reg Jan 6.
Mackenzie, Thos, Darlington, Durham, Tutor. Dec 24. Comp. Reg Jan 7.
March, Geo, Norfolk ter, Westbourne grove, General Outfitter. Dec 28. Comp. Reg Jan 8.
Marriott, Chas, Marriott rd, Tollington pk, Builder. Dec 23. Comp. Reg Jan 8.
Martin, Richd Elliott, Torquay, Devonshire, Painter. Dec 9. Comp. Reg Jan 8.
Mordaunt, Wm Fredk, Victoria pk rd, Gent. Dec 29. Comp. Reg Jan 7.
Poulson, Wm, Newcastle-under-Lyme, Staffordshire, Grocer. Dec 10. Reg Jan 7.
Roberts, Edwin Spence, Cornhill, Shipowner. Dec 10. Comp, Reg Jan 7.
Scott, Alexander Bruce, St Mary-at-hill, Comm Agent. Dec 14. Reg Jan 5.
Shaw, Robt, Kendal, Westmorland, Builder. Asst. Reg Jan 10.
Shires, Thos, High st, Camden town, Builder. Dec 22. Comp. Reg Jan 6.
Spanner, Chas, Carisbrooke, Isle of Wight, Builder. Dec 29. Comp. Reg Jan 7.
Terry, Richd, and Hy Terry, Mirfield, Yorks, Maltsters. Dec 29. Comp. Reg Jan 8.
Tinker, Eliza, and Wm Tinker, Bugsworth, Derby, Cotton Spinners. Dec 15. Asst. Reg Jan 7.
Tompkins, Thos, jun, Gt Horwood, Buckingham, Grocer. Dec 30. Comp. Reg Jan 7.
Walford, Hy Fowler, Cherrington Mill, Warwickshire, Corndealer. Dec 6. Asst. Reg Jan 8.
Walker, Armitage, Leeds, Carrier. Dec 23. Comp. Reg Jan 8.
Weston, Albert Welfare, Hastings, Sussex, Yeoman. Dec 30. Comp. Reg Jan 7.
Wheatley, Jesse, East Moulsey, Surrey, Builder. Dec 14. Comp. Reg Jan 10.
Willoughby, David, Forest Hill, Kent, Grocer. Dec 30. Comp. Reg Dec 31.
Woollard, Chas, Caledonian rd, Islington, Cheesemonger. Dec 22. Comp. Reg Jan 7.
Worledge, Thos, Norwich, Boot Manufacturer. Dec 23. Comp. Reg Jan 8.

Bankrupts

TUESDAY, Jan. 4, 1870.

To surrender in London.

Aaronson, Jacob, Bermondsey-st, Tooley-st, Clothier. Pet Dec 30. Jan 21 at 11. Rigby, Gresham-st.
Abery, Francis, Prisoner for Debt, London. Pet Dec 30 (for pau). Pepys. Jan 19 at 11. Watson, Basinghall-st.
Akkersdyk, Danl, Prisoner for Debt, London. Pet Dec 30 (for pau). Jan 24 at 1. Watson, Basinghall-st.
Aldrovandi, Innocente, Ogbe-st, Tooley-st, Journeyman Cook. Pet Dec 31. Jan 31 at 2. Cooke, Gresham-st.
Allen, John Marr, Prisoner for Debt, London. Pet Dec 23 (for pau). Jan 24 at 2. Emanuel, Austinfriars, Old Broad-st.
Avis, Wm, Maldon-rd, Kentish-town, Carpenter. Pet Dec 31. Jan 28 at 3. Rigby, Gresham-st.
Baker, Edwd, Sewardstone-rd, Old Ford, Licensed Victualler. Pet Dec 29. Pepys. Jan 14 at 1. Beard, Basinghall-st.
Baker, Wm, High-st, South Norwood, Grocer. Pet Dec 30. Jan 24 at 11. Sparham, Benet's-pl, Gracechurch-st.
Baker, John, Highbury-hill-pk, Contractor's Agent. Pet Dec 30. Jan 19 at 12. Noon & Davies, Bloomfield-st.
Baker, Thos, Prisoner for Debt, London. Pet Dec 28 (for pau). Pepys. Jan 14 at 11. Lawrence, Lincoln's-inn-fields.
Banks, Fredk Richd, Greenham, Newbury, Berks, Coal Merchant. Pet Dec 31. Pepys. Jan 19 at 11. Miller, Watling-st.
Barber, Christopher Wm, Cambridge-rd, Hammersmith, Dentist. Pet, Dec 30. Jan 24 at 1. Wilding, Titchborne-st, Edgware-rd.
Barnes, Wm, Shefford, Beds, Salesman. Pet Dec 30. Pepys. Jan 18 at 12. Elston & Town, Bow-st.
Barnett, Thos, Charles-st, Hatton-garden, Undertaker. Pet Dec 30. Jan 19 at 2. Mirfin, Staple-inn, Holborn.
Barry, Herbert, Charing Cross Hotel, Strand, Financial Agent. Pet Dec 29. Pepys. Jan 14 at 2. Keighley, Ironmonger-lane.
Beard, Wm, Tavistock-rd, Westbourne-pk, Builder. Pet Dec 31. Jan 28 at 2. Lamb, Bedford-row.
Bennett, Alfred, Andover-pl, Kilburn, Marine Store Dealer. Pet Dec 31. Jan 31 at 11. Wilding, Titchborne-st, Edgeware-rd.
Beresford, Jas Chas Fredk, Granby-st, Hampstead-rd, Professor of Music. Pet Dec 31. Jan 26 at 12. Godfrey, Hatton-garden.
Berridge, Benj, Warrington, Northamptonshire, Farmer. Pet Dec 31. Jan 26 at 12. Roscoe & Hincks, King-st, Finsbury-sq, for Deacon, Peterborough.
Bickers, Jas, Lee, Kent, out of employment. Pet Dec 31. Jan 28 at 12. Harris, Wellington-st, Southwark.
Blackley, Wm Geo, Prisoner for Debt, London. Pet Dec 31 (for pau). Jan 31 at 1. Rigby, Gresham-st.
Blight, John, & Wm Hy Baron, St Ervan's-rd, Notting-hill, Builders. Pet Dec 29. Jan 26 at 11. Richardson, Golden-sq.
Booth, Geo, Esmeraldi-rd, Bermondsey, Assistant. Pet Dec 31. Pepys. Jan 19 at 11. Rigby, Gresham-st.
Border, Richd, King-st, Camden-town, Grocer. Pet Dec 30. Jan 24 at 11. Alcock, Queen-st, Brompton.
Bowen, Levi, & Wm Bowen, Limehouse Causeway, Tea Dealers. Pet Dec 30. Jan 21 at 3. Holmes, Fenchurch-st.
Boxell, John, Prisoner for Debt, London. Pet Dec 29 (for pau). Jan 19 at 12. Lawrence, Lincoln's-inn-fields.
Bradley, Hy Harvey, Hollingbourne, Kent, Journeyman Miller. Pet Dec 30. Jan 26 at 2. Few & Cole, High-st, Southwark.
Bray, Martin Thos, Bedford-villas, South Norwood, out of employment. Pet Dec 30. Jan 24 at 12. Geaussent, New Broad-st.
Brickland, Wm, Prisoner for Debt, London. Pet Dec 29 (for pau). Jan 19 at 12. Watson, Basinghall-st.
Bringloe, John, Prisoner for Debt, London. Pet Dec 29 (for pau). Jan 19 at 12. Rigby, Gresham-st.
Broad, Hy, Prisoner for Debt, London. Pet Dec 30 (for pau). Brougham. Jan 28 at 11. Watson, Basinghall-st.
Brown, Thos, Margaret-st, Haggerstone, Beershop Keeper. Pet Dec 31. Jan 31 at 2. Fenton, Paragon-rd, Hackney.
Brown, Thos, Prisoner for Debt, London. Adj Dec 29 (for pau). Jan 19 at 12. Lawrence, Lincoln's-inn-fields.
Calvert, John, King-st, Covent-garden, Civil Engineer. Pet Dec 30. Jan 19 at 1. Lewis & Whitbourne, Basinghall-st.
Cameron, Thos Wm, jun, Chatham, out of business. Pet Dec 30. Jan 21 at 12. Edwards, Bush-lane, Cannon-st.
Canham, Jas, Westow-hill, Upper Norwood, Milkman. Pet Dec 30. Jan 21 at 2. Rigby, Gresham-st.
Capps, Saml, Lowestoft, Suffolk, Fishing Boat Owner. Pet Dec 30. Jan 21 at 1. Tower, Lower Thames-st.
Card, Joseph, Mare-st, Hackney, Cabinet Maker. Pet Dec 31. Pepys. Jan 19 at 11. Solomon, Finsbury-pl.
Carter, Chas, Roman-rd, Old Ford, Grocer. Pet Dec 31. Jan 31 at 12. Hicks, Francis-ter, Hackney-wick.
Cathrall, Thos Nield, Trinity-st, Southwark, Insurance Agent. Pet Dec 31. Jan 31 at 12. Chipperfield & Co, Trinity-st, Southwark.
Chichester, Geo Augustus Hamilton, Abingdon, Berks, Gent. Pet Dec 31. Jan 26 at 1. Chidley, Old Jewry.
Chutter, Wm, Vowler-st, Walworth, Builder. Pet Dec 29. Pepys. Jan 14 at 1. Freeman, Bedford-row.
Cleland, Jas, Russell-st, Vassall-rd, North Brixton, Pianoforte Tuner. Pet Dec 31. Jan 26 at 11. Hilbery, Crutchedfriars.
Cobbold, Thos, Prisoner for Debt, London. Pet Dec 31 (for pau). Pepys. Jan 20 at 2. Lawrence, Lincoln's-inn-fields.
Colas, Louis Ferdinand, Norfolk-rd, Dalston, Fancy Box Maker. Pet Dec 31. Jan 28 at 12. Reid & Turner, Gresham-st.
Coles, Wm Line, Long Crendon, Bucks, out of employment. Pet Dec 29. Jan 26 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Collins, Wm, jun, Maidstone, Kent, out of business. Pet Dec 30. Pepys. Jan 20 at 11. Geaussent, New Broad-st, City.
Cook, Wm Jobling, Hampstead-rd, Grocer. Pet Dec 31. Jan 31 at 11. Philp, Pancras-lane, Bucklersbury.
Cook, Geo Keningale, Granville-sq, Pentonville, Auctioneer. Pet Dec 30. Jan 19 at 1. Jones, Colchester.
Cottis, Saml, Jamaica-rd, Bermondsey, Carman. Pet Dec 29. Jan 26 at 2. Briant, Winchester-house, Old Broad-st.
Counsell, Chas Isaac, West-hill, Wandsworth, Attorney's Clerk. Pet Dec 31. Jan 26 at 2. Young, Bedford-row, Holborn.
Cripps, Stephen, Watford, Herts, Builder. Pet Dec 31. Jan 26 at 1. Sydney, America-sq.
Cripps, Wm, Hockliffe, Bedfordshire, Hay Dealer. Pet Dec 30. Pepys. Jan 18 at 11. Cooke, Gresham-bldgs.
Crispe, Richd Hy, Sutton, Surrey, out of business. Pet Dec 30. Jan 21 at 12. Earle, Charles-sq, Hoxton.
Crouch, Geo Fredk, Fitzroy-st, Fitzroy-sq, Journeyman Wood Carver. Pet Dec 30. Jan 21 at 2. Walker, Fitzroy-st, Fitzroy-sq.
Cubbin, Thos Christian, Herbert-st, New North-rd, Bookbinder. Pet Dec 28. Jan 24 at 2. Godfrey, Hatton-garden.
Cumberland, Arthur, Stratford, Essex, Brick Merchant. Pet Dec 31 Jan 31 at 2. Barron, Queen-st, Cheapside.
Darley, Wesley, Fanmure-ter, Highbury, out of business. Pet Dec 28. Pepys. Jan 14 at 12. Lewis & Co, Old Jewry.
Dean, Wm, Charles-st, Hampstead-rd, Working Upholsterer. Pet Dec 31. Jan 31 at 1. Wright, Gt Portland-st, Regent's-pk.
Dedman, John, Carburton-st, Portland-rd, Journeyman Bricklayer. Pet Dec 30. Jan 19 at 2. Poncione, jun, Raymond-bldgs, Gray's-inn

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De Fonblanque, Frank Thos, Queen's-rd, Bayswater, Clerk. Pet Dec. 30. Jan 24 at 11. Lawrance & Co, Old Jewry-chambers.
Doorne, John Calcraft, Walmer, Kent, Organist. Pet Dec 31. Jan 31 at 12. Nicholls & Co, Cook's-ct, Lincoln's-inn, for Fox, Dover.
Dowle, Thos Bartrup, Carter-lane, Doctors'-commons, Eating-house Keeper. Pet Dec 29. Jan 26 at 11. Butterfield, Carey-lane.
Duffell, Jas, Victoria-ter, Queen's-rd, Peckham, Basketmaker. Pet Dec 31. Jan 26 at 11. Barton & Drew, Fore-st.
Dunn, Wm Thos, Aveley, Essex, Bricklayer. Pet Dec 30. Pepys. Jan 20 at 11. Brown, Weavers'-hall, Basinghall-st.
Eccles, Hy, Essex-rd, Islington, Grocer. Pet Dec 30. Jan 17 at 12. Nind, Basinghall-st.
Elliott, Wm Hy, Prisoner for Debt, London. Pet Dec 31 (for pau). Feb 2 at 12. Goatley, Bow-st, Covent-garden.
Ellis, Hy, Edward-st, Deptford, Barge Owner. Pet Dec 31. Jan 31 at 1. Heath & Parker, St Helen's-pl.
Erck, Josiah, Stamford-villas, Fulham-rd, Bill Broker. Pet Dec 31. Jan 26 at 1. Bellamy, Bishopsgate-st Within.
Evans, Jas, Clifton-rd, Peckham, Clerk. Pet Dec 29. Jan 19 at 12. Barrett, Bell-yard, Doctors'-commons.
Evans, Wm, Whetstone, Middx, Bootmaker. Pet Dec 21. Jan 28 at 11. Hembery, Barnet.
Everest, Wm Hy, Turner's-rd, Burdett-rd, Limehouse, Carpenter. Pet Dec 31. Jan 31 at 11. Hickin & Washington, Trinity-sq, Borough.
Farrand, Hy, Falmouth-rd, New Kent-rd, Assistant Warehouseman. Pet Dec 31. Pepys. Jan 19 at 11. Watson, Basinghall-st.
Fayle, Hy, Providence-pl, Commercial-rd, Limehouse, Tailor. Pet Dec 21. Jan 17 at 11. Buchanan, Basinghall-st.
Fieller, Danl, Gt Chart-st, Pitfield-st, Hoxton, Shirt Manufacturer. Pet Dec 29. Jan 26 at 2. Murray, Gt St Helens.
Fisher, Geo, Crooked-lane, King William-st, Refreshment-house Keeper. Pet Dec 31. Pepys. Jan 20 at 12. Walker, Guildhall-chambers, Basinghall-st.
Fisher, Wm, St John-st-rd, out of employment. Pet Dec 30. Jan 21 at 12. Walker, Guildhall-chambers, Basinghall-st.
Freeland, David, Rochester, Kent, Corn Merchant. Pet Dec 30. Jan 28 at 11. Peddell, Guildhall-chambers, Basinghall-st.
Frith, Chas Thos, Adam-st West, Edgeware-rd, Bootmaker. Pet Dec 30. Jan 24 at 12. Denton & Co, Gray's-inn-sq.
Frith, Jas, Bishopsgate-st Without, Wine Merchant. Pet Dec 31. Pepys. Jan 19 at 1. Norton & Co, Gresham bldgs.
Fuchs, Carl, Gt Portland-st, Oxford-st, Italian Warehouseman. Pet Dec 31. Pepys. Jan 20 at 12. Moss, Old Broad st.
Galbraith, John Graham, Threadneedle-st, Merchant. Pet Dec 31. Jan 31 at 3. Kingdon & Williams, Lawrence-lane, Cheapside.
Gardiner, Wm Hummins, Mitcham, Surrey, Builder. Pet Dec 30. Jan 21 at 2. Shapland, Fenchurch-st.
Garner, Geo, Philip-lane, Wood st, Warehouseman. Pet Dec 30. Jan 21 at 2. Downing, Basinghall-st.
George, John Edwd, Cloudesley-rd, Islington, Setter of Gems. Pet Dec 30. Jan 19 at 1. Turner, Wynford-rd, Barnsbury-rd.
Ginn, John, Thornton-heath, Croydon, Cowkeeper. Pet Dec 31. Jan 26 at 11. Innes & Son, Leadenhall-st.
Godfrey, Wm Wiggins, Myddleton sq, Clerkenwell, Jeweller. Pet Dec 30. Jan 18 at 12. Stackpoole, Pinners-hall.
Gough, Thos, Long-lane, Bermondsey, Grocer. Pet Dec 26. Pepys Jan 14 at 2. Beard, Basinghall-st.
Gray, Cardinal Wm, Prisoner for Debt, London. Pet Dec 29 (for pau). Jan 19 at 12. Hicks, Francis-ter, Hackney-wick.
Green, Fredk, Allington st, Pimlico, Dairyman. Pet Dec 30. Jan 21 at 11. Wood, Bucklersbury.
Gurney, Wm, Maidenhead, Berks, Ironmonger. Pet Dec 30. Pepys. Jan 20 at 11. Ashby, Clement's-lane, Lombard-st.
Hall, John, Porten-rd, Blythe-lane, Hammersmith, Builder. Pet Dec 30. Jan 24 at 12. Pittman, Guildhall-chambers, Basinghall-st.
Hall, Wm Hy, Longdale-rd, Peckham, Cheesemonger. Pet Dec 31. Jan 31 at 1. Clarke, St Mary-sq, Paddington.
Hammond, Wm, Chipping Barnet, Herts, Licensed Victualler. Pet Dec 31. Jan 28 at 11. Hembery, Barnet.
Harbour, Thos Alfred, Colchester, Essex, Bootmaker. Pet Dec 31. Jan 19 at 11. Jones, Colchester.
Hardy, Fredc Wm, Richmond, Surrey, Grocer's Assistant. Pet Dec 31. Jan 31 at 1. Sadler, Moorgate-st.
Harper, Robt Chas, Mansion-house-st, Camberwell, out of business. Pet Dec 31. Jan 28 at 3. Pittman, Stamford-st.
Harris, John, Marquis-rd, Camden-town, out of business. Pet Dec 31. Jan 31 at 1. Rigby, Gresham-st.
Harris, Wm Arthur, Wanlass-rd, Herne-hill-rd, Camberwell, Builder. Pet Dec 30. Jan 24 at 11. Stocken & Jupp, Leadenhall-st.
Harris, Montague Levi, Canonbury-rd North, no occupation. Pet Dec 30. Jan 24 at 1. Hilbery, Crutchedfriars.
Harvey, Benj Danl, Drummond-st, Eating-house Keeper. Pet Dec 29. Pepys. Jan 18 at 2. Harcourt, Austinfriars.
Hawkes, Wm, Ely, Cambridgeshire, out of business. Pet Dec 27. Jan 24 at 12. Doyle & Edwards, Verulam-bldgs, Gray's-inn.
Head, Geo, Lynton-rd, Bermondsey, out of business. Pet Dec 31. Jan 26 at 12. Dobie, Basinghall-st.
Hewett, Geo, Mile End-rd, Builder. Pet Dec 30. Jan 21 at 1. Sherrard, Clifford's-inn.
Hewlett, Hy, Prisoner for Debt, London. Pet Dec 29 (for pau). Pepys. Jan 18 at 12. Watson, Basinghall-st.
Higgins, Wm, Prisoner for Debt, London. Pet Dec 18. Pepys. Jan 25 at 11.
Hill, Jesse, Weedington rd, Kentish-town, Builder. Pet Dec 31. Pepys. Jan 19 at 1. Rashleigh, Carter-lane, Doctor's-commons.
Hogg, Robt Moody, Caledonian-rd, King's-cros, Milliner. Pet Dec 30. Jan 21 at 11. Treherne & Woolferstan, Aldermanbury.
Holbard, Thos, Sebastapol-rd, Lower Edmonton, Builder. Pet Dec 31. Pepys. Jan 19 at 12. Porter, Church-rd, Upper Edmonton.
Holt, Saml Stokes, Scott-st, Canning-town, Builder. Pet Dec 29. Jan 26 at 1. Layton, jun, Navarino-cottage, Bow-rd.
Hooper, John, York-rd, Lambeth, no profession. Pet Dec 30. Jan 21 at 12. Smith, Gresham-house, Old Broad-st.
Horner, Thos Wm, Hanover-st, Colebrooke-row, City-rd, Foreman. Pet Dec 29. Jan 26 at 2. Peddell, Guildhall-chambers, Basinghall-st.
Howard, Hy, Goodwin-st, Seven Sisters'-rd, Provision Dealer. Pet Dec 30. Pepys. Jan 18 at 2. Kane, Titchborne-st, Edgware-rd.
Howick, John, Hove, Sussex, Builder. Pet Dec 31. Jan 26 at 1. New, Basinghall-st.
Huggins, Richd, Upper Holloway, Omnibus Proprietor. Pet Dec 30. Jan 24 at 12. Plunkett, King-st, Cheapside.
Ingle, Jas, Gutter-lane, Cheapside, Locksmith. Pet Dec 31. Jan 26 at 12. Clennell, Doctor's-commons.
Ivey, Fredk Chas, Prisoner for Debt, London. Pet Dec 31 (for pau). Jan 26 at 1. Watson, Basinghall-st.
Jacobs, Danl, Hackney-rd, Travelling Hawker. Pet Dec 13. Jan 24 at 11. Leverton, Bishopsgate-st, Within.
Jacquez, Henri, Lismore-rd, Notting-hill, Clerk. Pet Dec 31. Jan 31 at 2. Biddles, South-sq, Gray's-inn.
Jeffries, John Seaman, Longenhoe-hall, Essex, Farmer. Pet Dec 31. Jan 31 at 1. Travers & Co, Gt Winchester-st.
Jenkins, John, Hornsey-rd, Holloway, Stone Mason. Pet Dec 31. Jan 28 at 12. Boulton & Sons, Northampton-sq, Clerkenwell.
Jordan, Geo Wm, Goldney-rd, Harrow-rd, Shopman. Pet Dec 28. Jan 26 at 12. Cooke, Gresham-bldgs, Basinghall-st.
Keene, Alfd Tyson, New-rd, Shepherd's-bush, Builder. Pet Dec 31. Jan 17 at 11. Wilding, Tichborne-st, Edgware-rd.
Kellard, Jas, Prisoner for Debt, London. Pet Dec 29 (for pau). Brougham. Jan 21 at 2. Lawrence, Lincoln's-inn-fields.
King, John, Clare-st, Clare-market, Lincoln's-inn-fields, Butcher. Pet Sept 30. Pepys. Jan 18 at 12. Pullen, Queen's-sq, Bloomsbury.
King, Arthur John, Sheffield-gardens, Kensington, Gent. Pet Dec 31. Jan 28 at 12. Harcourt & Co, Moorgate-st.
Knos, Anders, Muscovy-ct, Tower-hill, Commission Merchant. Pet Dec 30. Pepys. Jan 18 at 2. Wilkinson, Lincoln's-inn-fields.
Laver, Thos, Prisoner for Debt, London. Pet Dec 31 (for pau). Brougham. Feb 2 at 12. Hicks, Coleman st.
Ledger, Horton Hewitt, & Hy Ledger, Minories, Oilmen. Pet Dec 29. Pepys. Jan 14 at 2. Lumley & Lumley, Old Jewry-chambers.
Leech, John, Shirley, Croydon, Carman. Pet Dec 31. Pepys. Jan 20 at 1. Stock, Skinner's-pl, Size-lane.
Lester, Chas, West Ferry-rd, Millwall, Shipwright. Pet Dec 30. Jan 24 at 11. Davis & Co, Gresham-bldgs, Basinghall-st.
Lewis, Geo Crouch, Prisoner for Debt, London. Pet Dec 30. Jan 28 at 2. Watson, Basinghall-st.
Liddiman, Jas, Well-st, Hackney, Cheesemonger. Pet Dec 31. Jan 31 at 12. Harcourt & Macarthur, Moorgate-st.
Long, Geo, Rotherhithe-wall, Grocer. Pet Dec 31. Jan 26 at 12 Peckham, Gt Knight Rider-st.
Lovett, Wm Hy, Florence-ter, Ealing, Builder. Pet Dec 31. Jan 17 at 1. Haynes, Serle-st, Lincoln's-inn.
Lupton, Jonathan, Liverpool-rd, Islington, no business. Pet Dec 31. Jan 31 at 11. Hicklin & Washington, Trinity-sq, Borough.
Mann, Geo Pattren, Swanscombe-pl, Shepherd's-bush, Bricklayer. Pet Dec 31. Jan 31 at 12. Grayson, Newcastle-st, Strand.
Marchant, Wm, Sutton, Surrey, Beer Retailer. Pet Dec 30. Jan 24 at 11. Hodgson, Arbour-sq.
Mascall, John, Archer-st, Kensington, Corn Dealer. Pet Dec 30. Jan 24 at 12. Welman, Gt George-st.
Masters, Joseph, Bassein-pk-rd, Starch-green, Hammersmith, out of business. Pet Dec 30. Jan 21 at 3. Welman, Gt George-st.
May, Geo, Walton-on-the-Hill, Surrey, General Dealer. Pet Dec 31. Jan 26 at 12. Kynaston & Gasquet, King's Arms-yard.
Mayer, Felix, & Gabriel Berlin, Baxendale-st, Hackney, Comm Agents. Pet Dec 30. Jan 24 at 12. Murray, Gt St Helen's.
Mearns, Augustus, Chessington, Surrey, Artist. Pet Dec 30. Pepys. Jan 20 at 12. Morton, Raymond-bldgs, Gray's-inn.
Melzer, Julius, New Basinghall-st, Bohemian Glass Manufacturer. Pet Dec 31. Jan 19 at 1. Walters & Gush, Finsbury-circus.
Mesher, Edmund, High-st, Fulham, Builder. Pet Dec 31. Jan 31 at 12. Busby & Marsden, Oxford-st.
Mignot, Arthur, Prisoner for Debt, London. Pet Dec 30. Jan 28 at 2. Watson, Basinghall-st.
Miles, Chas, Stratford, Essex, Upholsterer. Pet Dec 31. Jan 19 at 11. Miller & Smith, Watling-st.
Millwood, Geo John, Pickering-st, Islington, Bricklayer. Pet Dec 30. Jan 21 at 11. Cooke, Gresham-bldgs, Basinghall-st.
Mitchell, Andrew, Chapel Farm, Ripley, Surrey, Farmer. Pet Dec 31. Jan 19 at 11. Hewitt & Alexander, Ely-pl, Holborn.
Morton, Arthur Molesworth, Buckingham-st, Strand, Coal Merchant. Pet Dec 29. Jan 26 at 1. Cooper, Serle-st, Lincoln's-inn-fields.
Morley, Geo Walter, Steward-st, Bishopsgate-st Without, Shopman. Pet Dec 31. Jan 26 at 2. Buchanan, Basinghall-st.
Morton, Geo Edwd, Regent-st, Coal Merchant. Pet Dec 31. Jan 28 at 2. Cooper, Serle-st, Lincoln's-inn-fields.
Moss, John, Plaistow, Essex, Veterinary Surgeon. Pet Dec 30. Jan 21 at 1. Hildery, Crutched-friars,
Moss, Geo, Lloyd-sq, Pentonville, out of business. Pet Dec 31. Jan 26 at 1. Stacpoole, Pinner's-hall, Old Broad-st.
Murrell, Thos, New-rd, Battersea, Grocer. Pet Dec 31. Jan 26 at 11. Hicks, Francis-ter, Hackney-wick.
Nelson, Emma Letty, Wardrobe-pl, Doctor's-commons, out of business. Pet Dec 30. Jan 21 at 1. Reed & Co, Gresham-st.
Nesbitt, David, Basingstoke, Hants, Boot Maker. Pet Dec 31. Jan 31 at 11. Dott, Gt George-st, Westminster.
Nicholls, John, Cow Cross-st, Smithfield, Manufacturing Perverer. Pet Dec 31. Jan 31 at 1. Popham, Vincent-ter.
Nicholls, John Thos, Shepperton, out of business. Pet Dec 28. Jan 24 at 2. Towne, Bow-st, Covent garden.
Nurse, Chas, Brighton, Toolmaker. Pet Dec 30. Jan 21 at 2. Dobie, Basinghall-st.
Ockmore, Jas, Old Kent-rd, Fishmonger's Assistant. Pet Dec 30. Pepys. Jan 19 at 2. Brown, Basinghall-st.
O'Neill, Michael, Tooley-st, Southwark, Licensed Victualler. Pet Dec 30. Pepys. Jan 18 at 12. Peverley, Basinghall-st.
Pain, Wm Edwd, Prospect-pl, Fulham-fields, Grocer. Pet Dec 30. Jan 21 at 1. Morris, Jermyn-st, St James's.
Pallett, Richd Wm, North-st, Camden-grove, North Peckham, Builder. Pet Dec 31. Jan 26 at 11. Lamb, Bedford-row.
Parker, Wm, Dartmoor-st, Notting-hill, Coach Builder. Pet Dec 23. Pepys. Jan 19 at 12. Bickley, Bouverie-st.
Parry, Thos Octavius, Prisoner for Debt, London. Pet Dec 30 (for pau). Jan 24 at 1. Dobie, Basinghall-st.
Patterson, Geo, Exeter-st, Chelsea, out of business. Pet Dec 30. Jan 28 at 12. Porter, Church-rd, Upper Edmonton.

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Pennack, Chas, Upper Grange-rd, Bermondsey, Builder. Pet Dec 30. Jan 19 at 2. Fluney, Furnival's-inn, Holborn.

Phibbs, John Ormsby, Ledbury-rd, Bayswater, no occupation. Pet Dec 30. Jan 19 at 1. Field & Co, Lincoln's-inn-fields.

Price, Wm, Prisoner for Debt, London. Pet Dec 31 (for pau). Jan 31 at 11. Boydell, South-sq, Gray's-inn.

Prockter, Wm Thos, Walford-rd, South Hornsey, Glass Merchant. Pet Dec 31. Jan 26 at 12. Neal, Pinner's-hall, Old Broad-st.

Parver, Wm, Loughton, out of business. Pet Dec 30. Pepys. Jan 18 at 2. Hope, Ely-pl, Holborn.

Ray, Emily, Old Cavendish-st, Oxford-st, Robe Maker. Pet Dec 30. Jan 19 at 2. Spencer, Queen's-rd, Dalston.

Rayner, Wm Finch, Prisoner for Debt, London. Adj Dec 30 (for pau). Pepys. Jan 20 at 11. Brown, Weavers'-hall, Basinghall-st.

Reade, Philip Wm Villiers, Arundel-st, Strand, no occupation. Pet Dec 31. Jan 24 at 2. Mackenzie & Co, Old Broad-st.

Reed, Hy Draper, Rokeby-rd, New-cross, Kent, Writer for the Press. Pet Dec 30. Pepys. Jan 18 at 1. Barton, Fore-st, City.

Reynolds, Hy, Manning-st, Edgware-rd, Licensed Victualler. Pet Dec 29. Jan 26 at 12. Nash & Co, Suffolk-lane.

Rice, Richd Edwd, Old-st, St Luke's, Chemist. Pet Dec 30. Pepys. Jan 20 at 12. Alcock, Queen-st, Brompton.

Richardson, John Hezekiah, Strand-on-the-Green, Chiswick, out of business. Pet Dec 31. Jan 31 at 11. Rigby, Gresham-st, Bank.

Rintoul, Geo, Milk-st, Cheapside, Comm Agent. Adj Dec 30. Jan 19 at 1. Downing, Basinghall-st.

Roberts, Danl, Bermondsey-st, Southwark, Carman. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Basinghall-st.

Rodwell, Robt Hy, Prisoner for Debt, London. Pet Dec 31. Jan 26 at 11. Watson, Basinghall-st.

Sanguinetti, Isaac, Norfolk-ter, Clerk. Pet Dec 30. Jan 24 at 11. Buchanan, Basinghall-st.

Saunders, Chas, Oxford-ter, Shepherd's-bush, Builder. Pet Dec 31. Jan 24 at 2. Hobbes, North-bldgs, Finsbury.

Schlarb, Matthew, Britten-ter, King's-rd, Chelsea, Baker. Pet Dec 29. Jan 26 at 2. Young & Son, Mark-lane.

Segrave, Geo Walsh, Lewisham-rd, New-cross, Attorney's Clerk. Pet Dec 31. Jan 31 at 12. Miller & Smith, Watling-st.

Sellwood, Richd, Vauxhall-bridge-rd, Carver. Pet Dec 31. Jan 26 at 12. Godfrey, Hatton-garden.

Sharpin, Robt Geo, Richmond-rd, West Brompton, Licensed Victualler. Pet Dec 28. Jan 26 at 11. Treherne & Co, Aldermanbury.

Siegenberg, Solomon, Prisoner for Debt, London. Pet Dec 29 (for pau). Pepys. Jan 18 at 1. Lawrence, Lincoln's-inn-fields.

Simpson, Ambrose, Islip-st, Kentish-town, Mantle Manufacturer. Pet Dec 31. Pepys. Jan 19 at 11. Podmore, Union-ct, Old Broad st.

Sleep Chas, Oxford-st, Hosier. Pet Dec 30. Jan 19 at 1. Froggatt, Argyll-st, Regent-st.

Smith, Jas Stephen, Lordship-lane, East Dulwich, Nautical Brazier. Pet Dec 30. Pepys. Jan 18 at 12. Downing, Basinghall-st.

Smyth, Chas Stuart, Coleman-st, Attorney. Pet Dec 29. Jan 26 at 1. Stockin & Jupp, Leadenhall-st.

Stark, Wm, Whittington-rd, Peckham, Builder. Pet Dec 30. Pepys Jan 18 at 2. Dobie, Basinghall-st.

Stock, Hy Lionel, Prisoner for Debt, London. Pet Dec 30 (for pau). Jan 24 at 1. Watson, Basinghall-st.

Swift, Geo Graves, Prisoner for Debt, London. Pet Dec 31 (for pau). Brougham. Jan 31 at 12. Watson, Basinghall-st.

Tassell, Philip Jesse, Beckenham, Kent, Labourer. Pet Dec 30. Jan 19 at 2. Nind, Basinghall-st.

Taylor, Danl Wm, Waterloo rd, Wine Retailer. Pet Dec 31. Jan 31 at 1. Rigby, Gresham-st.

Taylor, Jas, Moreton-st, Hanover-sq, Trimming Seller. Pet Dec 31. Jan 26 at 1. Spicer, Staple-inn, Holborn.

Tempier, Jas Lethbridge Brooke, Mincing-lane, Tea Broker. Pet Dec 31. Jan 31 at 2. Duncan, Lombard-st.

Thatcher, Richd, Reading, Berks, Beerhouse Keeper. Pet Dec 30. Jan 21 at 11. Eldred & Co, Gt James-st.

Thompson, John, Ayliffe-st, New Kent-rd, Manager to a Perambulator Manufacturer. Pet Dec 31. Jan 31 at 12. Waring, Bond-ct, Walbrook.

Thurlow, Edwd John, Carlton-rd, Kentish-town, Builder. Pet Dec 31. Jan 31 at 12. Boydell, South-sq, Gray's-inn.

Tilley, Joseph, Prisoner for Debt, London. Pet Dec 30 (for pau). Pepys. Jan 20 at 1. Dobie, Basinghall-st.

Tripp, Chas, Prisoner for Debt, London. Pet Dec 30 (for pau). Jan 24 at 1. Watson, Basinghall-st.

Vaughan, Alfred, & Stephano Ventura Fontano, Park-st, Camden-town, Pianoforte Dealers. Pet Dec 30. Pepys. Jan 18 at 1. Podmore, Union-ct, Old Broad-st.

Walker, Wm, Prisoner for Debt, London. Pet Dec 30 (for pau). Jan 24 at 1. Goatly, Bow-st, Covent-garden.

Warren, John, Wellington-st, Islington, Meat Salesman. Pet Dec 31. Jan 31 at 1. Beard, Basinghall-st.

Watson, Joseph, Cambridge-ter, Clapham, out of business. Pet Dec 30. Jan 26 at 2. Richardson, Golden-sq.

Webb, Robt Barker, Tavistock-st, Advertising Agent. Pet Dec 29. Jan 26 at 11. Taylor, St Paul's-rd, Highbury.

Weller, Wm, Woolwich, Kent, Stone Mason. Pet Dec 31. Jan 31 at 1. Perry, Guildhall-chambers.

West, Thos Matthew John, Leighton-rd, Kentish-town, Commercial Traveller. Pet Dec 31. Jan 26 at 11. Rashleigh, Carter-lane, Doctors'-commons.

White, Geo, Kennington-rd, Grocer. Pet Dec 29. Pepys. Jan 14 at 2. Treherne & Co, Aldermanbury.

Wiggett, Wm, Hartham-rd, Hungerford-rd, Camden-town, Builder. Pet Dec 30. Pepys. Jan 18 at 11. Watson, Basinghall-st.

Wills, Edwin, Absolom-rd, Upper Westbourne-pk, Carpenter. Pet Dec 31. Jan 26 at 2. Buchanan, Basinghall-st.

Willson, Robt Colin, Prisoner for Debt, London. Adj Dec 22. Pepys. Jan 25 at 11.

Woodman, Richd, Prisoner for Debt, London. Pet Dec 29 (for pau). Pepys. Jan 18 at 11. Hicks, Francis-ter, Hackney-wick.

Younger, Hy Thos, Haverstock-rd, Kentish-town, Commercial Traveller. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.

To Surrender in the Country.

Adams, Thos, Birm, Journeyman Plasterer. Pet Dec 31. Guest. Birm, Jan 28 at 10. Duke, Birm.

Andrews, Wm, Bristol, Engineer. Pet Dec 31. Harley. Bristol, Jan 21 at 12. Clifton & Moseley.

Angel, Fras, Exeter, Watchmaker. Pet Dec 31. Daw. Exeter, Jan 14 at 11. Floud, Exeter.

Bailey, Thos Sharpe, Everton, Lpool, out of business. Pet Dec 31. Hime. Lpool, Jan 14 at 3. Nordon, Lpool.

Banks, Peter, Birkenhead, Cheshire, Hair Dresser. Pet Dec 30. Wason. Birkenhead, Jan 15 at 10. Anderson, Birkenhead.

Bardsley, Joseph, Manch, Saddler. Pet Dec 30. Hulton. Salford, Jan 15 at 9.30. Woodhall, Manch.

Barlow, Joseph, Stockport, Cheshire, Builder. Pet Dec 29. Coppock. Stockport, Jan 14 at 12. Burton, Manch.

Batchelor, Zechariah, Birm, out of business. Pet Dec 31. Guest. Birm, Jan 28 at 10. Duke, Birm.

Battams, Geo Wm, West Derby, Lancashire, Cotton Broker. Pet Dec 30. Guest. Birm, Jan 19 at 11. Radcliffe & Layton, Lpool.

Beets, Jas, Sheffield, Inspector of Nuisances. Pet Dec 30. Wake. Sheffield, Jan 14 at 1. Sugg, Sheffield.

Bennett, Richd, Pontypridd, Glamorganshire, Tailor. Pet Dec 31. Spickett. Pontypridd, Jan 15 at 12. Morgan, Pontypridd.

Bennett, Wm, Lpool, Auctioneer. Pet Dec 31. Hime. Lpool, Jan 14 at 3.30. Wilcocks, Lpool.

Bentley, Jas, Burslem, Staffordshire, Beer-seller. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Tomkinson, Burslem.

Blower, John, Birm, Licensed Victualler. Pet Dec 31. Guest. Birm, Jan 28 at 10. Rowlands, Birm.

Boalch, Robt Whitmore, Taunton, Somersetshire, Butcher. Pet Dec 30. Meyler. Taunton, Jan 15 at 3. Pinchard, Taunton.

Boothman, John, Upholland, Lancashire, Stone Merchant. Pet Dec 30. Lpool, Jan 19 at 12. Bellringer, Lpool.

Bowman, Wm Hy, Lower Walmer, Kent, Journeyman Tailor. Pet Dec 29. Hall. Deal, Jan 17 at 11. Drew, Deal.

Bowyer, Chas, Bristol, Builder, Pet Dec 28. Harley. Bristol, Jan 21 at 12. Clifton & Moseley.

Brady, John, Gateshead, Durham, Innkeeper. Pet Dec 30. Ingledew. Gateshead, Jan 15 at 11. Bousfield, Newcastle-upon-Tyne.

Brealey, Ann, Nottingham, Butcher. Pet Dec 31. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.

Brennand, Cable, & John Brennand, Prestwich, Lancashire, Calico Printers. Pet Dec 15. Macrae. Manch, Jan 14 at 12. Slater & Co, Manch.

Birtwhistle, Geo Briearley, Edentown, Cumberland, Beerhouse Keeper. Pet Dec 31. Halton. Carlisle, Jan 19 at 11. Watson, Carlisle.

Brier, Robt, Halifax, Yorkshire, Waiter. Pet Dec 31. Rankin. Halifax, Jan 14 at 10. Hill, Halifax.

Brown, Joseph, New Radford, Nottingham, Working Upholsterer. Pet Dec 31. Patchitt. Nottingham, Feb 9 at 10.30. Maples, Nottingham.

Bruce, Jas, sen, Leicester, Baker. Pet Dec 30. Ingram. Leicester, Jan 29 at 10. Owston, Leicester.

Bruckshaw, Hy, Stockport, Cheshire, Licensed Victualler. Pet Dec 30. Coppock. Stockport, Jan 14 at 12. Burton, Manch.

Brumby, Hy, Loughborough, Leicestershire, out of business. Pet Dec 30. Brock. Loughborough, Jan 21 at 11. Deane, Loughborough.

Budge, John, Bath, Coachman. Pet Dec 31. Smith. Bath, Jan 18 at 11. Bartrum, Bath.

Budgeon, Richd, Cobbridge, Staffordshire, Foundry Manager. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.

Bush, Hy, Bath, Coal Merchant. Pet Dec 31. Smith. Bath, Jan 18 at 11. Bartrum, Bath.

Calver, Jas, Pakenham, Suffolk, Blacksmith. Pet Dec 31. Collins, Bury St Edmunds, Jan 19 at 11. Walpole, Beyton.

Carfoot, Richd, Burton-on-Trent, Staffordshire, Builder. Pet Dec 30. Hubbersty. Burton-upon-Trent, Jan 19 at 10. Wilson, Burton-upon-Trent.

Carline, Abanathan Daffin, Clay Cross, Derbyshire, Shopkeeper. Pet Dec 31. Wake. Chesterfield, Jan 18 at 11. Cutts, Chesterfield.

Carr, Hy Jas, Hemel Hempstead, Hertfordshire, Boot Maker. Pet Dec 31. Blagg. St Albans, Jan 20 at 12. Godfrey, Hatton-garden.

Cash, Southam, Torquay, Devonshire, Hotel Keeper. Pet Dec 30. Exeter, Jan 14 at 12. Hooper & Woollen, Torquay; Floud, Exeter.

Charlton, Thos, Sunderland, Durham, Comm Agent. Pet Dec 30. Ellis. Sunderland, Jan 17 at 12. Bentham, Sunderland.

Charlton, Peter Robinson, Stanley, West Derby, Lancashire, Ironmonger. Pet Dec 30. Hime. Lpool, Jan 14 at 1. Blackhurst, Lpool.

Church, John, New-passage, Gloucestershire, Carpenter. Pet Dec 30. Harley. Bristol, Jan 21 at 12. Beckingham.

Clark, Alfd Dixon, Leeds, out of business. Pet Dec 31. Marshall. Leeds, Jan 21 at 12. Harle, Leeds.

Clark, Richd Walkden, Prisoner for Debt, Kingston-upon-Hull. Pet Dec 30. Phillips. Kingston-upon-Hull, Jan 20 at 11. Spurr & Chambers, Hull.

Clarke, Wm Chas, Bristol, out of business. Pet Dec 29. Harley. Bristol, Jan 14 at 12. Sherrard.

Cohen, Simon, Lpool, Smallware Dealer. Pet Dec 31. Lpool, Jan 27 at 11. Samuell, Lpool.

Conway, Jno, jun, St Asaph, Flint, Builder. Pet Dec 30. Lpool, Jan 14 at 12. Evans & Lockett, Lpool.

Cooke, Robt, Raunds, Northampton, Butcher. Pet Dec 31. Hawkins. Thrapston, Jan 18 at 2. Cook, Wellingborough.

Cowpe, Matthew, Delph, Yorkshire, Chemist. Pet Dec 29. Macrae. Manch, Jan 14 at 12. Stead, Manch.

Craze, Thos, Lpool, Journeyman Joiner. Pet Dec 30. Hime. Lpool, Jan 14 at 1.30. Smith, Lpool.

Crinage, Michael, Nottingham, Porter. Pet Dec 31. Patchitt. Nottingham, Feb 9 at 10.30. Belk, Nottingham.

Croft, John, Wangford, Suffolk, Builder. Pet Dec 31. Baas. Halesworth, Jan 18 at 12. Read, Halesworth.

Cross, Edwd, Derby, Manager. Pet Dec 31. Weller. Derby, Feb 9 at 12. Heath, Derby.

Cruttendon, Edg, Maidstone, Kent, Baker. Pet Dec 30. Scudamore. Maidstone, Jan 17 at 11. Goodwin, Maidstone.

Cumbley, Jas, Monmouth, Tailor. Pet Dec 31. George. Monmouth, Jan 18 at 12. Williams, Monmouth.

Dabbs, Fredk, Lpool, Dealer in Druggists' Sundries. Pet Dec 30. Hime. Lpool, Jan 14 at 2. Nordon, Lpool.

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Dickenson, John, Pennycross, Devonshire, out of business. Pet Dec 31. Pearce. East Stonehouse, Jan 15 at 11. Edmonds & Son, Plymouth.
Dougherty, Michael, Huddersfield, Yorkshire. Greengrocer. Pet Dec 11. Jones. Huddersfield, Jan 17 at 10. Sykes, Huddersfield.
Driver, Wm, New Wortley, Leeds, Grocer. Pet Dec 29. Marshall. Leeds, Jan 21 at 12. Harle.
Ducker, Thos, Burnham, Lincolnshire, Cattle Dealer. Pet Dec 28. Burton. Gainsborough Jan 18 at 11. Turner, Sheffield.
Dunford, Edwd, Hungar-hill, Poole, Coach Builder. Pet Dec 31. Dickinson. Poole, Jan 18 at 12. Viant, Poole.
Dunham, Geo, Harpenden-common, Hertfordshire, Beersellor. Pet Dec 31. Blag. St Albans, Jan 20 at 11. Annesley, St Albans.
Dunn, Hy, Birm. Saddler. Pet Dec 31. Guest. Birm, Jan 28 at 10. Rowlands, Birm.
Eddy, Walter, Gosport, Hants. Plumber. Pet Dec 31. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Ede, Geo, Brighton, Sussex, Builder. Pet Dec 31. Evershed. Brighton, Jan 19 at 11. Webb, Brighton.
Edwards, Wm, Rhosllanerchrugog, Denbighshire, Innkeeper. Pet Dec 30. Lpool, Jan 17 at 11. Sherratt, Wrexham.
Ellis, Edwd, Toddington, Bedfordshire, Butcher. Pet Dec 29. Kipling, Leighton Buzzard, Jan 20 at 11. Neve, Luton.
Elwell, Benj, Wordsley, Staffordshire, Moulder. Pet Dec 30. Harward. Stourbridge, Jan 19 at 10. Clulow, Brierley-hill.
Espley, Wm, Hanley, Staffordshire, Journeyman Baker. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Sutton, Burslem.
Evans, Wm, Wollaston, Worcestershire, Glassmaker. Pet Dec 31, Harward. Stourbridge, Jan 19 at 10. Clulow, Brierley-hill.
Evans, David, Pontabernengam. Monmouthshire, out of business. Pet Dec 31. Shepard. Tredegar, Jan 18 at 11. Harris, Tredegar.
Evans, Thos, Penyffrd, Flint, Grocer. Pet Dec 18. Lpool, Jan 27 at 12. Evans & Lockett, Lpool
Fallon, Thos, Idle, Yorkshire, Tailor. Pet Dec 21. Bradford, Jan 14 at 9.15. Berry, Bradford.
Farmer, Wm, West Bromwich, Staffordshire, Cab Driver. Pet Dec 31. Watson. Oldbury, Jan 18 at 11. Topham, West Bromwich.
Farrar, John, Redmire, Yrokshire, Shopkeeper. Pet Dec 31. Robinson. Leyburn, Jan 20 at 10. Robinson, Darlington.
Farries, Wm, Tipton, Staffordshire, Saddler. Pet Dec 30. Walker. Dudley, Jan 21 at 12. Travis, Westbromwich.
Faulkner, Cornelius Thos, Southampton, out of business. Pet Dec 31. Godwin. Winchester, Jan 22 at 11. Kilby, Southampton.
Fisher, Walter, Crediton, Devonshire, Coal Dealer. Pet Dec 31. Crediton, Jan 19 at 11. Floud, Exeter.
Fleming, John, Chorlton-upon-Medlock, Lancashire, Beerhouse Keeper. Pet Dec 28. Kay. Manch, Jan 18 at 9.30. Elliott & Hampson, Manch.
Fletcher, Eleanor, Gt Haxwood, Staffordshire, out of business. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.
Ford, Fras, Green Style, Huddersfield, Yorkshire, out of business. Pet Nov 15. Jones. Huddersfield, Jan 17 at 10. Sykes, Huddersfield.
Ford, Wm Welfare, Brighton, Manager. Pet Dec 30. Evershed. Brighton, Jan 18 at 11. Runnacles, Brighton.
Francis, Robt Douglas, Lpool, Comm Agent. Pet Dec 30. Lpool, Jan 19 at 12. Bellringer, Lpool.
Franklin, John Wm, Bristol, Glass Cutter. Pet Dec 31. Harley. Bristol, Jan 21 at 12. Alman.
Freeman, Uy Vincent, Barnsley, Yorkshire, Hay Dealer. Pet Dec 29. Bury. Barnsley, Jan 18 at 11. Dibb, Barnsley.
French, Chas, Hitcham, Bucks, Market Gardener. Pet Dec 31. Darvill. Windsor, Jan 15 at 11. Spicer, Gt Marlow.
Fryer, Thos, Audley, Staffordshire, Engineer. Pet Dec 30. Slaney. Newcastle-under Lyme, Jan 15 at 11. Tennant, Hanley.
Gammon, David Plumer, Ipswich, Suffolk, Beerhouse Keeper. Pet Dec 30. Pretyman. Ipswich, Jan 15 at 11. Hill, Ipswich.
Gibson, Jas, Leeds, Plasterer. Pet Dec 31. Marshall. Leeds, Jan 21 at 12. Hardwick, Leeds.
Gilbert, Thos, Birm, Sign Painter. Pet Dec 31. Guest. Birm, Jan 28 at 10. Ludlow & Needham. Birm.
Glover, Jas, Farnworth, Lancashire, Watch Movement Maker. Pet Dec 29. Ansdell. St Helen's, Jan 15 at 11. Beasley, St Helen's.
Goodenough, Geo, West Cowes, Hants, Mason. Pet Dec 20. Blake. Newport, Jan 15 at 11.30. Hooper, Newport.
Goodiff, Jas, Addlestone, Surrey, Nurseryman. Pet Dec 31. Gregory. Chertsey, Jan 20 at 11. Spiller, Egham.
Goodwin, Edwd, Whitchurch, Salop, Coal Agent. Pet Dec 29. Jones. Whitchurch, Jan 17 at 10. Cooper, Congleton.
Gosling, Hy, Nottingham, Bootmaker. Pet Dec 31. Patchitt. Nottingham, Feb 9 at 10 30. Belk, Nottingham.
Granger, John, Leeds, Hatter. Pet Dec 29. Marshall. Leeds, Jan 21 at 12. Harle.
Grey, John, Newcastle-upon-Tyne, out of business. Pet Dec 31. Ingledew. North Shields, Jan 17 at 10. Hoyle & Co, Newcastle-upon-Tyne.
Griggs, Jas, Margate, Kent, Flydriver. Pet Dec 31. Isaackson. Margate, Jan 18 at 12. Bowling, Ramsgate.
Grose, Joseph, Dallington, Northamptonshire, Publican. Pet Dec 30. Dennis. Northampton, Jan 15 at 10. White, Northampton.
Guise, Joseph, jun, Stoke Prior, Worcestershire, out of business. Pet Dec 30. Scott. Bromsgrove, Jan 17 at 10. Duke, Birm.
Hallett, Jas, Bristol, Painter. Pet Dec 31. Harley. Bristol, Jan 21 at 12. Stevens.
Hancock, Thos Hy, Pembroke Dock, Harness Maker. Pet Dec 30. Lanning. Pembroke, Jan 17 at 10. Hulm, Pembroke.
Harrington, Jas, Rochford, Essex, Wheelwright. Pet Dec 30. Paine. Rochford, Jan 20 at 1. Wood & Son, Rochford.
Harrison, John, Prisoner for Debt, Lancaster. Adj Dec 16. Hulton. Salford, Jan 15 at 9.30.
Harrison, Hy, Tipton, Staffordshire, Cinder Dealer. Pet Dec 31. Walker. Dudley, Jan 21 at 12. Warmington, Dudley.
Harrison, Wm, Castleford, Yorks, Labourer. Pet Dec 30. Coleman. Pontefract, Jan 18 at 11. Barratt, Wakefield.
Hartnell, Hy Timothy Lockett, Curry Rivell, Somersetshire, Builder. Pet Dec 24. Exeter, Jan 15 at 11. Hirtzel, Exeter.
Hawkins, Wm Hy, Lpool, Drug Broker. Pet Dec 31. Lpool, Jan 18 at 12 Etty, Lpool.
Hawthorn, Joseph, Hanley, Stafford, Insurance Agent. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.
Hearnley, Geo, Dudley-hill, Yorks, Shopkeeper. Pet Dec 31. Bradford, Jan 21 at 9.15. Rhodes, Bradford.
Hellier, George, Compton Gifford, Devon, Traveller. Pet Dec 31. Pearce. East Stonehouse, Jan 15 at 11. Beer & Rundle, Devonport.
Heyrick, Wm, Levenshulme, Lancashire, Cook. Pet Dec 30. Kay. Manch, Jan 18 at 9 30. Fox, Manch.
Hird, Jas, Easby, Yorkshire, Corn Miller. Pet Dec 29. Tomlin. Richmond, Jan 17 at 11. Seale, Leyburn.
Hobbs, Chas, Cheltenham, Gloucestershire, Ironmonger. Pet Dec 30. Gale. Cheltenham, Jan 18 at 11. Marshall, Cheltenham.
Hobday, Joseph, Astwood-bank, Worcestershire, Needle Hardener. Pet Dec 31. Browning. Redditch, Jan 21 at 11. Simmons, Redditch.
Hodge, Crispin, Highbridge, Somersetshire, Shopkeeper. Pet Dec 31, Davies. Weston-super-Mare, Jan 17 at 11. Reed & Cook, Bridgewater.
Holland, Thos, St Helen's, Lancashire, Collier. Pet Dec 28. Ansdell. St Helen's, Jan 15 at 12. Beasley, St Helen's.
Holloway, Nathaniel Wm, Egham, Surrey, Builder. Pet Dec 31. Gregory. Chertsey, Jan 20 at 11. Spiller, Egham.
Holloway, Thos, Rugby, Warwickshire, Hair Dresser. Pet Dec 31. Hubbard. Rugby, Jan 18 at 11. Overell, Leamington.
Homer, Absalom, Bedworth, Warwickshire, Chemist. Pet Dec 29. Dewes. Nuneaton, Jan 15 at 11. Bland, Nuneaton.
Horlick, Jas, Bristol, Baker. Pet Dec 31. Harley. Bristol, Jan 21 at 12. Clifton & Moseley.
Horrell, Edwin, Bristol, Licensed Victualler. Pet Dec 24. Harley. Bristol, Jan 21 at 12. Beckingham.
Horton, John, Canton, Glamorganshire, Innkeeper. Pet Dec 30. Lagnley. Cardiff, Jan 17 at 11. Raby, Cardiff.
Hough, Jonathan, Burnley, Lancashire, Greengrocer. Pet Dec 29. Hartley. Burnley, Jan 17 at 3. Eastwood & Co, Burnley.
Howarth, Jas, Salford, Lancashire, Butcher. Pet Dec 31. Hulton. Salford, Jan 15 at 9.30. Walmsley, Manch.
Huggins, Jas Edwd, Reading, Berks, Baker. Pet Dec 30. Collins. Reading, Jan 15 at 11.30. Smith, Reading.
Humble, Stephen, Letchurch, Derbyshire, Book-keeper. Pet Dec 31. Weller. Derby, Feb 9 at 12. Leech, Derby.
Hurd, Stephen Hy, Bath, Somerset, Baker. Pet Dec 29. Smith. Bath, Jan 18 at 11. Bartrum, Bath.
Huxley, Thos, Birkenhead, Cheshire, Boot Maker. Pet Dec 30. Wason. Birkenhead, Jan 15 at 10. Anderson, Birkenhead.
Hyde, Thos, Chelvey, Bucks, Stone Mason. Pet Dec 31. Darvill. Windsor, Jan 15 at 11. Smith, Windsor.
Ingham, Rebeccca, Huddersfield, Yorks, Grocer. Pet Dec 23. Jones. Huddersfield, Jan 17 at 10. Freeman, Huddersfield.
James, Wm Robt, Bristol, Licensed Victualler. Pet Dec 31. Barley. Bristol, Jan 21 at 12. Alman.
Jones, John, Narbeth, Pembrokeshire, Flour Merchant. Pet Dec 30. Owen. Narbeth, Jan 17 at 10. Lascelles, Narberth.
Jones, Harry, Langston, Prisoner for Debt, Lancaster. Adj Dec 16. Kay. Manch, Jan 17 at 9.30.
Jones, John, Lpool, Builder. Pet Dec 31. Lpool, Jan 26 at 12. Barrell, Lpool.
Jupe, Saml Chas, Southampton, Pork Butchar. Pet Dec 30. Thorndike. Southampton, Jan 11 at 12. Guy, Southampton.
Kemp, Edwd Wm, Portsmouth, Hants, out of business. Pet Dec 31. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
King, Wm, Merthyr Tydfil, Glamorganshire, Grocer. Pet Dec 31. Russell. Merthyr Tydfil. Jan 15 at 11. Lewis, Merthyr Tydfil.
Lazarus, David, Lpool. Musical-hall Proprietor. Pet Dec 20. Lpool, Jan 27 at 12. Pemberton, Lpool, for Stackpoole, Pinners'-hall.
Lewin, Jas, Leicester, Journeyman Joiner. Pet Dec 31. Ingram. Leicester, Jan 26 at 12. Smith, Nottingham.
Lewis, David, Brynmawr, Brecon, Grocer. Pet Dec 29. Shepard, Tredegar, Jan 18 at 11. Plews, Merthyr.
Lewis, Arthur, Shrewsbury, Salop, Painter. Pet Dec 31. Peele. Shrewsbury, Jan 17 at 11. Chandler, Shrewsbury.
Lewis, Philip, Balsall-heath, Worcestershire, Machinist. Pet Dec 31. Guest. Birm, Jan 28 at 10. Powell, Birm.
Livesley, Ellen, Hanley, Staffordshire, out of business. Pet Dec 31. Challinor. Hanley, Jan 25 at 11. Tennant, Hanley.
Lloyd, Saml, Fairfield, Lancashire, Book-keeper. Pet Dec 30. Hime. Lpool, Jan 14 at 2.30. Pierce, Lpool.
Lyon, Thos, St Helen's, Lancashire, Auctioneer. Pet Dec 31. Lpool, Jan 18 at 12. Etty, Lpool.
Macdonald, Roderick, Lpool, Comm Merchant. Pet Dec 31. Lpool, Jan 28 at 12. Whitley & Maddock, Lpool.
Marriott, Thos, Sale, Cheshire, Poulterer. Pet Dec 31. Southern. Altrincham, Jan 15 at 12. Richardson, Manch.
Mavius, Hy Arthur, Derby, Railway Clerk. Pet Dec 28. Weller. Derby, Feb 9 at 12. Leech, Derby.
McGarvey, Fras, Lpool, Jobbing Joiner. Pet Dec 29. Hime. Lpool, Jan 14 at 12. Barker, Lpool.
Mearns, Patrick, St Helen's, Lancashire, Baker. Pet Dec 30. Lpool, Jan 19 at 12. Evans & Lockett, Lpool.
Miller, Edwd, Leicester, Brazier. Pet Dec 31. Ingram. Leicester, Jan 29 at 10. Owston, Leicester.
Miller, Hy Chas, Southsea, Hants, Baker. Pet Dec 30. Howard. Portsmouth, Jan 21 at 12. Champ, Portsea.
Miles, Geo, Worthing, Sussex, Butcher. Pet Dec 30. Dennett. Worthing, Jan 18 at 12. Brandreth, Brighton.
Morris, John, Manch, Draper. Pet Dec 28. Kay. Manch, Jan 17 at 9.30. Ellithorne, Manch.
Morris, John, Birm, Carpenter. Pet Dec 31. Guest. Birm, Jan 28 at 10. Duke, Birm.
Moseley, Wm, Moorside, nr Manch, out of employment. Pet Dec 30. Hulton. Salford, Jan 15 at 9.30. Gardner, Manch.
Moss, Hy, West Bromwich, Stafford, out of business. Pet Dec 31. Watson. Oldbury, Jan 18 at 11. Topham, West Bromwich.
Muscott, John, Cold Ashby, Northampton, out of business. Pet Dec 30. Willoughby. Daventry, Jan 12 at 11. White, Northampton.
Nicholl, John, Sowerby, Yorkshire, out of business. Pet Dec 30. Rankin. Halifax, Jan 14 at 10. Wavell & Co, Halifax.
Normand, Jean Francois Amand, Brighton, Professor of Languages. Pet Dec 30. Evershed. Brighton, Jan 18 at 11. Holtham, Brighton.
Nutt, Walter, Bristol, Shoemaker. Pet Dec 31. Harley. Bristol, Jan 21 at 12. Stevens.

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Olding, John, Southampton, House Decorator. Pet Dec 31. Thorndike. Southampton, Jan 12 at 12. Kilby, Southampton.
Oliver, Jas, Burton-on-Trent, Stafford, Beerseller Pet Dec 31. Hubbersty. Burton-on-Trent, Jan 19 at 10. Stevenson, Burton-on-Trent.
Ongley, John, Cobham, Kent, Tailor. Pet Dec 31. Southgate. Gravesend, Jan 17 at 12. Sharland, Gravesend.
Ovenden, Edwd Alex, Hythe, Kent, Blacksmith. Pet Dec 31. Wilks. Hythe, Jan 20 at 10. Smith, Hythe.
Owens, Jas, Lpool, Builder. Pet Dec 31. Lpool, Jan 20 at 11. Jones, Lpool.
Paul, Thos, St Albans, Herts, Stay Maker. Pet Dec 31. Blagg. St Albans, Jan 19 at 10. Neve, Luton.
Payne, Alfred, Slough, Bucks, Coal Merchant. Pet Dec 31. Darvil. Windsor, Jan 15 at 11. Smith, Windsor.
Peate, John, Walsall, Staffordshire, Silver Plater. Pet Dec 31. Walsall, Jan 25 at 12. Glover, Walsall.
Pedley, John, Wigan, Lancashire, Coach Builder. Pet Dec 30. Part. Wigan, Jan 20 at 11. Leader, Wigan.
Penman, Robt Boyd, Headingley, nr Leeds, Bookkeeper. Pet Dec 30. Marshall. Leeds, Jan 21 at 12. Rooke, Leeds.
Perry, Job, Dowlish Wake, Somerset, Innkeeper. Pet Dec 31. Dommett. Chard, Jan 15 at 9. Paull, Ilminster.
Pickering, Wm, Shrewsbury, Salop, Comm Agent. Pet Dec 31. Peele. Shrewsbury, Jan 17 at 11. Morris, Shrewsbury.
Pilkington, Joseph, Manch, Commercial Traveller. Pet Dec 30. Kay. Manch, Jan 18 at 9.30. Smith & Boyer, Manch.
Pinchin, Joseph, Keighley, Yorks, Fishmonger. Pet Dec 31. Keighley, Jan 19 at 2 30. Robinson, Keighley.
Pobjoy, Eliza, Bristol, Licensed Victualler. Pet Dec 30. Harley. Bristol, Jan 21 at 12. Thick.
Posson, David, Almondbury, Yorkshire, Innkeeper. Pet April 12. Jones. Huddersfield, Jan 17 at 10. Sykes, Huddersfield.
Pollitt, Robt, Rochdale, Lancashire, Waste Dealer. Pet Dec 29. Jackson. Rochdale, Jan 15 at 12. Standring, Rochdale.
Poole, Geo Hy, Stroud, Gloucester, Innkeeper. Pet Dec 31. Anderson. Stroud, Jan 15 at 10. Jackson, Stroud.
Potter, Thos, Bath, Somerset, Butcher. Pet Dec 29. Smith. Bath, Jan 17 at 11. Wilton, Bath.
Potter, Wm, Nottingham, out of business. Pet Dec 28. Keary. Stoke-upon-Trent, Jan 15 at 11. Tennant, Hanley.
Powell, Hy Rothwell, Manch, Printer. Pet Dec 31. Hulton. Salford, Jan 15 at 9.30. Owen, Manch.
Prax, Casper, Manch, Restaurant Keeper. Pet Dec 31. Macrae. Manch, Jan 14 at 12. Wright, Birm
Prior, Joseph, Loughborough, Leicestershire, Bricklayer. Pet Dec 31. Brock. Loughborough, Jan 21 at 10. Goode, Loughborongh.
Ramster, John Hy, Exeter, Saddle-tree Maker. Pet Dec 31. Daw. Exeter, Jan 14 at 11. Rogers, Exeter.
Read, Thos, Nottingham, out of business. Pet Dec 31. Patchitt. Nottingham, Feb 9 at 10 30. Cranch, Nottingham.
Reading, Hy, Birm, Agent. Pet Dec 31 Guest. Birm, Jan 28 at 10 Woodward, Birm.
Reed, John, Stockton-on-Tees, Bricklayer. Pet Dec 30. Crosby. Stockton-on-Tees, 19 at 11. Draper, Stockton.
Reeve, Chas Albert, Bedford, Brewer. Pet Dec 29. Hinrich. Bedford, Jan 2 at 12. Jessopp, Bedford.
Rhodes, Geo, Dawley, Salop, Miner. Pet Dec 30. Madeley, Feb 2 at 12. Walker, Wellington.
Richardson, John, Leeds, out of business. Pet Dec 30. Marshall. Leeds, Jan 21 at 12. Harle, Leeds.
Richmond, Wm, Llanhafal, Denbigh, out of business. Pet Dec 30. Lpool, Jan 14 at 12. Kenion, Lpool.
Roberts, John, Corwen, Merionethshire, Bootmaker. Pet Dec 30. James. Corwen, Jan 18 at 10. Davies, Corwen
Roderick, John, Pontardawe, Glamorganshire, Flannel Manufacturer. Pet Dec 31. Morgan. Neath, Jan 15 at 11. Leverill, Neath.
Rudland, Isaac, East Donyland, Essex, Smack Owner. Pet Dec 30. Barnes. Colchester, Jan 15 at 2. Jones, Colchester.
Russell, Fras, Balsall-heath, Worcester, Car Proprietor. petn Dec 31. Guest. Birm, Jan 28 at 10. Fallows, Birm.
Ryder, Matthew, East Bolden, Durham, Joiner. petn Dec 30. Wawn. South Shields, Jan 15 at 1. Eglinton, Sunderland.
Saunders, Wm, Freshwater, Isle of Wight, Hants, Builder. Pet Dec 30. Newport, Jan 15 at 11.30. Hooper, Newport.
Scratchard, John, Huddersfield, York, Painter. petn Dec 22. Jones. *Huddersfield*, Jan 17 at 10. Sykes, Huddersfield.
Scholefield, *David*, Heckmondwide, Yorkshire, Commission Agent. petn Dec 30. Nelson. Dewsbury, Jan 20 at 3. Scholes & Breary, Dewsbury.
Scholey, Edwd, Sheffield, Forgeman. petn Dec 31. Wake. Sheffield, Jan 14 at 1. Tattershall, Sheffield.
Scott, John, Everton, Lpool, out of business. petn Dec 31. Hime. Lpool, Jan 14 at 3. Nordon, Lpool.
Scott, Benj Alfd, Birm, Jeweller. petn Dec 31. Guest. Birm Jan 28 at 10. Burton, Birm.
Scrives, Thos, Neath, Glamorganshire, Labourer. petn Dec 31. Morgan. Neath, Jan 15 at 11. Morris, Swansea.
Sharp, Wm, Brighouse, Yorkshire, Beerseller. petn Dec 31. Rankin. Halifax, Jan 14 at 10. Leeming, Halifax.
Shaw, Thos, Warrington, Staffordshire, Licensed Victualler. petn Dec 31. Daniel. Cheadle, Jan 14 at 12. Tennant.
Sherriff, Jas, Upton, Cheshire, Builder. petn Dec 30. Wason. Birkenhead, Jan 15 at 10. Anderson, Birkenhead.
Shiers, Jacob, Manch, Assistant. petn Dec 30. Kay. Manch, Jan 18 at 9.30. Parker, Everton.
Sinclair, Chas, Oswestry, Salop, Baker. Pet Dec 31. Croxon. Oswestry Jan 15 at 11. Hughes, Oswestry.
Singleton, John, Stublan, Yorks, Shopkeeper. petn Dec 30. Bury. Barnsley, Jan 18 at 11. Parker, Barnsley.
Skain, Jas, Sheffield, out of business. petn Dec 22. Wake. Sheffield Jan 14 at 1. Machen, Sheffield.
Skewes, Saml Daw, Beer Alston, Devon, Grocer. petn Dec 29. Exeter, Jan 15 at 11. Bridgman, jun, Tavistock. Hirtzel, Exeter.
Smart, Geo, Cardiff, Glamorganshire, Beerhouse Keeper. petn Dec 31. Langley. Cardiff, Jan 17 at 11. Morgan, Cardiff.
Smart, Jas, Gloucester, Baker. petn Dec 30. Witton. Gloucester, Jan 15 at 12. Cooke, Gloucester.
Smith, Wm, sen, Darlington, Durham, Builder. petn Dec 31. Bowes. Darlington, Jan 21 at 10. Waistell, Darlington.
Smith, Saml, Batley Carr, Yorks, out of business. petn Dec 30. Nelson Dewsbury, Jan 20 at 3. Harle, Leeds
Smith, Danl, Aston-juxta-Birm, Gun-barrel Grinder. petn Dec 31. Guest. Birm, Jan 20 at 10. Reece and Harris, Birm.
Smith, John, Guiseley, Yorks, Cloth Manufacturer. petn Dec 30. Carr. Otley, Jan 17 at 11. Hartley, Otley.
Smith, John, Golcar, Yorks, Tailor. petn Dec 13. Jones. Huddersfield, Jan 17 at 10. Sykes, Huddersfield.
Smith, Saml, Stormer-hill, Yorks, Waste Dealer. petn Dec 30. Rankin. Halifax, Jan 14 at 10. Perkinton, Halifax.
Smith, Geo, Longton, Staffordshire, Engraver. petn Dec 31. Keary. Stoke-upon-Trent, Jan 15 at 11. Tennant, Hanley.
Smith, Wm, Southsea, Hants, out of business. petn Dec 30. Dennett. Worthing, Jan 18 at 11. Mardall, Brighton.
Snooks, Chas, Addlestone, Surrey, Painter. petn Dec 31. Gregory. Chertsey, Jan 20 at 11. Spiller, Egham.
Spicer, John, Kingston upon Hull, out of business. petn Dec 31. Phillips. Kingston upon Hull, Jan 20 at 12. Pettingell, Hull.
Spittle, Danl, West Bromwich, Stafford, Iron Sheerer. petn Dec 31. Watson. Oldbury, Jan 18 at 11. Shakespeare, Oldbury.
Spriggs, Saml, Leicester, Tailor. petn Dec 30. Ingram. Leicester, Jan 29 at 10. Durrant, Leicester.
Spring, Wm, Ringsthorpe, Northamptonshire, French Polisher. petn Dec 30. Denniss. Northampton, Jan 15 at 10. White, Northampton.
Stanness, Geo, Southwick, Durham. Beer Retailer. petn Dec 29. Ellis. Sunderland, Jan 17 at 11. Alcock, jun, Sunderland.
Stanton, Saml, West Bromwich, Stafford, out of business. petn Dec 31. Watson. Oldbury, Jan 18 at 11. Jackson, West Bromwich.
Starling, Wm, Birm, Baker. petn Dec 31. Guest. Birm, Jan 28 at 10. Sargent, Birm.
Thatcher, John, Frome, Somerset, General Provision Dealer. petn Dec 31. Messiter. Frome, Jan 24 at 11. McCarthy, Fromes
Thompson, Geo, Wellington, Durham, out of business. petn Dec 31. Trotter. Bishop Auckland, Jan 20 at 1[illegible]. Marshall, jun, Durham.
Thorpe, John, Timperley, Cheshire, Straw Dealer. petn Dec 30. Southern. Altrincham, Jan 15 at 11. Heath & Sons, Manch.
Thurman, Wm, Nottingham, Comm Agent. petn Dec 31. Patchitt. Nottingham, Feb 9 at 10 30. Keely, Nottingham.
Tissot, Jas Hy, Lpool, Wine Merchant. petn Dec 31. Lpool, Jan 26 at 11. Anderson & Collins, Lpool.
Tooley, John, Gedney, Lincolnshire, Carpenter. petn Dec 30. Caparn. Holbeach, Jan 15 at 10. Cammack, Spalding.
Unsworth, Joseph, & Peter Unsworth, Lpool, Butchers. petn Dec 31. Lpool, Jan 27 at 11. Ritson, Lpool.
Vickery, Robt, Broadway, Somersetshire, Contractor. petn Dec 23. Dommett. Chard, Jan 15 at 9. Trenchard, Taunton.
Waghorn, Danl Edwd, Grimsby, Lincolnshire, Smack Owner. petn Dec 31. Daubeny. Gt Grimsby, Jan 14 at 11. Summers, Hull.
Walker, Jas, Ellesmere Port, Cheshire, Clerk. petn Dec 31. Wason. Birkenhead, Jan 15 at 10. Churton, Chester.
Walker, Edwin Moxey, Hemyock, Devon, no business. petn Dec 29. Burridge. Wellington, Jan 13 at 12. Taunton, Taunton.
Walters, Jasper, Abergavenny, Monmouth, Gardener. petn Dec 31. Batt. Abergavenny, Jan 18 at 12. Gardener, Abergavenny.
Watkins, John Eames, Neath, Glamorganshire, Confectioner. petn Dec 31. Morgan. Neath, Jan 15 at 11. Powell, Brecon.
Weale, Wm, Shrewsbury, Salop, Stonemason. petn Dec 29. Peele. Shrewsbury, Jan 17 at 11. Morris, Shrewsbury.
Weaver, Geo, Newcastle-under Lyme, Staffordshire, Journeyman Tailor. petn Dec 31. Slaney. Newcastle under-Lyme, Jan 15 at 12. Tennant, Hanley.
Webster, Joseph, Middlesbrough, Yorks, Journeyman Tailor. petn Dec 30. Crosby. Middlesbrough, Jan 20 at 11. Dobson, Middlesbrough.
Westbury, John, Birm, Beer Machine Case Maker. petn Dec 31. Guest. Birm, Jan 28 at 10. Beaton, Birm.
Westcott, Walter, Dawlish, Devon, Printer. petn Dec 29. Exeter, Jan 14 at 11. Terrell & Petherick, Exeter.
Wheelar, Sarah, Birkenhead, Cheshire. petn Oct 14 (for pau). Wason. Birkenhead, Jan 15 at 10. Anderson, Birkenhead.
Whitehead, Thos, Prisoner for Debt, Warwick. Adj. Guest. Birm, Jan 28 at 10.
Wild, Robt, Featherstall, Lancashire, Factory Operative. petn Dec 29. Jackson. Rochdale, Jan 15 at [illegible]0. Whitehead, Rochdale.
Wilkins, Hy, jun, Burton-on-Trent, Staffordshire, Journeyman Bricklayer. petn Dec 30. Hubbersty. Burton-upon-Trent, Jan 19 at 10. Parry, Birm.
Wilkinson, Wm Joseph, Kingston-upon Hull, Iron Broker. petn Dec 29. Phillips. Kingston-upon Hull, Jan 1[illegible] at 1[illegible]. Summers, Hull.
Wilkinson, Dan, Bolton, Lancashire, Commn Agent. petn Dec 31. Holden. Bolton, Jan 19 at 10. Edge & Dawson, Bolton.
Williams, Rowland, West Derby, Lancashire, Joiner. petn Dec 29. Hime. Lpool, Jan 14 at 12.30. Etty, Lpool.
Willington, Emma, Cheltenham, Gloucester, Lodging-house Keeper. petn Dec 30. Gale. Cheltenham, Jan 1[illegible] at 11. Marshall, Cheltenham.
Wiltshire, Thos Danl, Newport, Monmouthshire, Veterinary Surgeon. petn Dec 31. Roberts. Newport, Jan 1[illegible] at 12. Morgan, Newport.
Witty, Wm, Kingston-upon-Hull, Labourer. petn Dec 29. Phillips. Kingston-upon-Hull, Jan 19 at 11. Summers, Hull.
Wood, Thos, Batley Carr, Yorkshire, out of business. petn Dec 30. Nelson. Dewsbury, Jan 20 at 3. Ibberson, Dewsbury.
Woodall, Solomon, Birm, Greengrocer. petn Dec 31. Guest. Birm, Jan 28 at 10. Harrison, Birm.
Woodhouse, Thos, Rochdale, Lancashire, Contractor. petn Dec 29. Jackson. Rochdale, Jan 15 at 11. Harris, Rochdale.
Wooton, Levi, Burslem, Staffordshire, [illegible] petn Dec 31. Challinor. Hanley, Jan 25 at 11. Welch, Hanley.
Wycherly, Jas, Monks Coppenhall, Cheshire, Pastrycook. petn Dec 31. Broughton. Crewe, Jan 20 at [illegible] [illegible]pard, Crewe.
Young, John, Leeds, Milk Dealer. petn Dec 30 Marshall. Leeds, Jan 21 at 12. Bullan, Leeds.

BIRMINGHAM.

Mansfield, Wm, Birm, Brick Manufacturer. petn Dec 23.
Ross, John Chas, Lozells, nr Birm [illegible] petn Dec 30.
Allin, Geo, Uttoxeter, Staffordshire, [illegible] petn Dec 30.

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Pardoe, Chas, Hanley, Staffordshire, Licensed Victualler. petn Dec 30.
Greenway, Chas Wm, Aston Manor, nr Birm, General Factor. petn Dec 30.
Davis, Joseph, Wolverhampton, Staffordshire, Grocer. petn Dec 30.
Bentley, Joseph, Birm, Coach Spring Manufacturer. petn Dec 31.
Pitt, Geo, Walsall, Staffordshire, Licensed Victualler. petn Dec 31.
Robinson, Saml, Rugeley, Staffordshire, Grocer. petn Dec 31.
Hooton, Luke Foster, Burslem, Staffordshire, Licensed Victualler. petn Nov 31.
Booth, Wm Shakespeare, Birm, Window-blind Maker. petn Dec 31.
Hancox, Benj, Rumbelows, nr Wolverhampton, Staffordshire, out of business. petn Dec 31.
Hitchen, Thos, Handsworth, Staffordshire, Screw Manufacturer. petn Dec 31.
Smith, Wm, Birm, Furrier. petn Dec 31.
Muddyman, Wm, Birm, Fruiterer. petn Dec 31.
Jorden, Jas, Sparkbrook, Warwickshire, out of business. petn Dec 31.
Haines, Geo, Smethwick, Staffordshire, Tailor. petn Dec 30.
Gunn, Stephen, Nottingham, Corn Factor. petn Dec 30.

NOTTINGHAM.

Askew, Robt, Gt Ponton, Lincolnshire, Builder. petn Dec 30.
Smith, Wm, Nottingham, Braid Manufacturer. petn Dec 31.
McCallum, John, Nottingham, Hosiery Manufacturer. petn Dec 31.
Biggin, Alex, Sleaford, Lincolnshire, Ironmonger. petn Dec 30.

LEEDS.

Pycock, Hy, Leeds, Joiner. petn Dec 31.
Nicholls, David, Leeds, Wool Merchant. petn Dec 31.
Goucher, John, Worksop, Notts, Iron Founder. petn Dec 31.
Hill, John Rothery, Armley, nr Leeds, out of business. petn Dec 31.
Walker, Thos, Gainsborough, Lincolnshire, Eating-house Keeper. petn Dec 31.
Potts, Hy, Kingston-upon-Hull, Yeast Merchant. petn Dec 31.
Stewart, Jas, Kingston-upon-Hull, Draper. petn Dec 31.
Shaw, Wm Geo, Bradford, Yorks, Cement Merchant. petn Dec 31.
Elliott, Andrew, Lincoln, Shoe Dealer. petn Dec 31.
Godfrey, Wm, Middlesborough, Yorks, Brewer. petn Dec 31.
Feather, Geo, Keighley, Yorks, Worsted Spinner. petn Dec 31.
Pennett, Edwd, Bradford, Yorks, Stuff Merchant. petn Dec 31.
Shackleton, Wm, Leeds, Cabinet Maker. petn Dec 31.
Blackburn, Tom Battye, Mirfield, Yorks, Book-keeper. petn Dec 31.
Haigh, Thos Hy, Huddersfield, Yorks, Jeweller. petn Dec 31.
Smith, John Hodgson, & Wm Smith, Tyersall, Yorks, Stuff Manufacturers. petn Dec 31.
Collier, Tom, Goole, Yorks, Coal Merchant. petn Dec 31.
Barlow, Hy, Leeds, Cloth Merchant. petn Dec 31.
Mason, Thos, Hunmanby, Yorks, Corn Miller. petn Dec 31.

FRIDAY, Jan. 7, 1870.

To Surrender in London.

Aitkin, Jas, Clapham rd, Comm Agent. petn Dec 31. Pepys. Jan 25 at 11. Barron, Queen st.
Allen, Thos, Willis st, Bromley-by-Bow, Builder. petn Dec 31. Pepys. Jan 19 at 12. Notou, Gt Swan alley, Moorgate st.
Avery, Geo, Henley-on-Thames, Oxford, Cabinet Maker. petn Dec 31. Jan 28 at 3. Gammon, Barge yard chambers, Bucklersbury.
Ayres, Thos, Biggleswade, Bedfordshire, Seedsman. petn Dec 31. Jan 19 at 12. Shum & Crossman, King's rd, Bedford row.
Balls, Joseph, Ipswich, Suffolk, out of business. petn Dec 31. Jan 28 at 2. Crowdy, Serjeant's inn, Fleet st.
Baretta, Augustus Jas, Prisoner for Debt, London. petn Dec 30 (for pau). Pepys. Jan 20 at 12. Weekes, Portsmouth st, Lincoln's inn fields.
Barker, Edwin, Burosa st, Commercial rd, Licensed Victualler. petn Dec 31. Pepys. Jan 16 at 2. Hicks, Francis ter, Hackney wick.
Beville, Fredk, Edward st, Agent. petn Dec 31. Pepys. Jan 19 at 1. Dodd, jun, New Broad st.
Bexfield, Geo Saml, Prisoner for Debt, London. Pet Dec 31 (for pau). Pepys. Jan 19 at 12. Watson, Basinghall st.
Birch, Thos, Brighton, Sussex, Grocer. petn Dec 31. Pepys. Jan 20 at 2. Webb, Austin friars.
Bloom, Wm, Orchard pl, Plumstead rd, Carpenter. petn Dec 31. Pepys. Jan 20 at 1. Buchanan, Basinghall st.
Bottom, Mark Bisney, St Albans, Herts, Builder. petn Dec 31. Jan 28 at 11. Lawrance & Co, Old Jewry chambers.
Brett, Richd, Exchange chambers, Southwark, Accountant. petn Dec 31. Pepys. Jan 19 at 12. Geaussent, New Broad st.
Bryant, Robt Geo, Leopold st, Vauxhall gardens, Butcher. petn Dec 31, Pepys. Jan 19 at 11. Godfrey, Hatton garden.
Chippett, John, Shackelwell green, Harness Maker. petn Dec 31. Pepys. Jan 25 at 11. Cook, Gresham bldgs, Basinghall st.
Chisholme, John, Loughborough rd, Brixton, Nurseryman. petn Dec 30. Pepys. Jan 18 at 1. Cook, Moorgate st.
Clegg, Edwin, Plaistow, Essex, Baker. petn Dec 31. Pepys. Jan 20 at 1. Jenkins, Tavistock st, Covent garden.
Coad, Jas, Prisoner for Debt, London. petn Dec 31 (for pau). Feb 2 at 1. Goatley, Bow st, Covent garden.
Cohen, Saml, Royal Mint st, General Dealer. petn Dec 31. Jan 31 at 1. Sydney, America sq.
Cooper, Robt Lewe, Mary st, Rhodeswell rd, Limehouse, Estate Agent. petn Dec 31. Jan 28 at 1. Hicks, Francis ter, Hackney Wick.
Coules, Hy, Mayner, Churchfield rd, Acton, Schoolmaster. petn Dec 30. Pepys. Jan 18 at 12. Brown, Lincoln's inn fields.
Craig, Rev Jas, Anderton's Hotel, Fleet-st. petn Dec 30. Pepys. Jan 18 at 11. Chidley, Old Jewry.
Cumberland, Hy Jas, New rd, Whitechapel, Auctioneer. petn Dec 31. Pepys. Jan 19 at 12. Steadman, London wall.
Davies, Pauline Eliza, Elizabeth st, Pimlico, Bookseller. petn Dec 31. Feb 2 at 11. Grey, Newcastle st, Strand.
Davis, Geo, Sandhurst rd, Peckham green, Camberwell, Grocer. petn Dec 31. Pepys. Jan 20 at 1. Davies, Harp ln, Gt Tower st.
Davis, Geo, Colebrook row, Islington, no business. petn Dec 31. Pepys. Jan 20 at 1. Wheeler, Oberstein rd, New Wandsworth.
Daw, Fredk Waycott, and Wm Hy Daw, Blechynden st, Bramley rd Kensington, Builders. petn Dec 31. Pepys. Jan 19 at 2. Watson Basinghall st.
Diamond, Thos, Carlton-ter, Harrow rd, out of business. petn Dec 31. Jan 28 at 1. Jenkins, Tavistock st, Covent garden.
Doran, Geo, jun, Edgware rd, Dealer in China. petn Dec 31. Pepys. Jan 19 at 1. Godfrey, Hatton garden.
Drake, Francis, Acton, Plumber. petn Dec 30. Jan 21 at 12. Norris, Acton st, Grays inn rd.
Firminger, Edwd Hy Percy, Gt Dover-st, Southwark, Comm Agent. Pet Dec 31. Jan 31 at 2. Chipperfield & Co, Trinity-st, Southwark.
Forster, John, Oxford st, Licensed Victualler. petn Dec 31. Pepys. Jan 20 at 2. Weatherhead, Coleman st.
Foulkes, Hy, Godding st, Vauxhall, out of business. petn Dec 31, Pepys. Jan 19 at 2. Weeks, Francis ter, Hackney Wick.
Gale, Robt Jas, Queen's rd, Bayswater, Coachman. petn Dec 31. Pepys. Jan 19 at 2. Biddles, South sq, Gray's inn.
Gardner, John, Castle ter, Cornwall rd, Notting hill. petn Dec 30. Pepys. Jan 18 at 2. Cooper, Portman st, Portman sq.
Gardner, John, Warwick ln, Newgate st, Lithographic Printer. petn Dec 31. Jan 28 at 2. Godfrey, Hatton garden.
Geward John, Victoria rd, Stoke Newington, no business. petn Dec 31. Jan 31 at 1. Hickiin & Co, Trinity sq, Boro.
Godden, Geo, Offham, Kent, Carpenter. petn Dec 31. Jan 31 at 11. Few & Cole, High st, Southwark.
Gerringe, Alfred Wm, Church st, Islington, Varnish Manufacturer. petn Dec 31. Pepys. Jan 20 at 1. Noton, Gt Swan alley, Moorgate st.
Goulden, M, Elder st, Norton Folgate. Manufacturer. petn Dec 31. Jan 31 at 2. Doble, Basinghall st.
Grant, Alex, Moray rd, Holloway, out of business. petn Dec 31. Jan 31 at 2. Cooke, Gresham bldgs, Guildhall.
Grant, Jas, High st, Poplar, Licensed Vitualler. petn Dec 31. Jan 31 at 2. Barron, Queen st, Cheapside.
Hardy, Jas, Clerkenwell green, Coach Painter. petn Dec 31. Pepys. Jan 19 at 12. Porter, Upper Edmonton.
Harrison, Fredk Jas, Crescent st, St Ann's rd, Notting hill, Shop Fitter. petn Dec 30. Jan 28 at 11. Innes & Son, Leadenhall st.
Hawthorn, Stephen, High Holborn, Ironmonger. petn Dec 31. Jan 31 at 11. Ingle, Cooper, & Holmes, Threadneadle st.
Haynes, Alfred, Dover, Kent, Hair Dresser. petn Dec 31. Jan 31 at 3. Clark, Cook's ct, Lincoln's inn.
Isaacks, Edwd, Auctioneer, prisoner for debt, London. petn Dec 31 (for pau). Feb 2nd at 11. Lawrence, Lincoln's inn fields.
James, Fredk, Lambourn rd, Clapham, Builder. petn Dec 31. Pepys. Jan 20 at 2. Lamb, Bedford row.
Jones, Chas Pain, Richmond grove, Barnsbury. Storekeeper to a Printer, petn Dec 30. Jan 21 at 1. Dobie, Basinghall st.
Jones, Alfred, Upper North st, Sloane st, Chelsea, Fishmonger. petn Dec 31. Feb 2 at 12. Marshall, Lincoln's inn fields.
Keller, John Anson, Joseph st, Bow common lane, Japanner. petn Dec 31. Pepys. Jan 25 at 12. Dobie, Basinghall st.
Kemp, John, Crayford, Kent, Baker. petn Dec 30. Pepys. Jan 18 at 1. Buchannan, Basinghall st.
Kitchiner, Robt, Tamlin's ter, Limehouse, Baker. petn Dec 31. Feb 2 at 1. Hicks, Francis ter, Hackney wick.
Latter Chas, Southbridge lane, Croydon, Cabman. petn Dec 31. Jan 28 at 12. Wood, Basinghall st.
Lazarus, Hy Chas, Watford, Herts, Comm Agent. petn Dec 31. Pepys. Jan 19 at 12. Froggatt, Argyle st.
Lee, Moses Edwd Foligno, Prisoner for Debt. London. petn Dec 30 (for pau). Pepys. Dec 20 at 12. Lewis, Cheapside.
Levenson, Hyman, Durham st, Hackney rd, Foreman to a Boot Manufacturer. petn Dec 31. Jan 28 at 2. Hobbes, North bldgs, Finsbury.
Lewis, Chas Vallancey, Cheapside, Attorney. petn Dec 31. Jan 28 at 12. Brown, Basinghall st.
Looker, John, Windsor, Berks, Grocer. petn Dec 30. Pepys. Jan 20 at 11. Walker, Swithin's-lane.
Maclean, Moira, Liverpool st, Broad st, Comm Merchant. petn Dec 30 Jan 21 at 12. Hodgson, Salisbury st, Strand.
Maley, Jas Robt, Whiteleft grove, Wandsworth, Builder. petn Dec 31. Pepys. Jan 19 at 11. Stokes, Chancery-lane.
Mathews, Wm Augustine, Field view, London fields, Hackney, & Wm Mathews, Seward st, St Luke's, Engineers. petn Dec 31. Jan 31 at 12. Buchanan, Basinghall st.
Midgley, Joseph, Clayland rd, Clapham rd, Manufacturer's Agent. petn Dec 30. Jan 21 at 3. Pittman, Guildhall-chambers, Basinghall-st.
Morris, John Simmons, Botolph lane, Merchant. petn Nov 26. Pepys. Jan 25 at 12. Rooks & Co, King st, Cheapside.
Mustard, Andrew Robertson, Cloudesley rd, Islington, Baker. petn Dec 31. Jan 31 at 11. Turner, Wynford rd, Barnsbury rd.
Newell, Fras, Southall, Licensed Victualler. petn Dec 31. Jan 28 at 1. Yeo & Warner, Hart st, Bloomsbury sq.
O'Connor, Jas, jun, Bermondsey st, Southwark, Licensed Victualler. petn Dec 31. Pepys. Jan 19 at 1. Lambert, Lower Thames-st.
Osborne, Jas, Prisoner for Debt, London. petn Dec 30 (for pau). Jan 28 at 1. Hicks, Francis ter, Hackney-wick.
Parker, Geo Edwd, Prisoner for Debt, London. petn Dec 30 (for pau). Brougham. Jan 28 at 1. Dobson, Coleman st.
Parker, Geo, Lynton-st, Bermondsey. Carpenter. petn Dec 31. Pepys. Jan 19 at 1. Hicks, Francis ter, Hackney Wick.
Payne, Peter, Tower Hamlets, Essex, Retailer of Beer. petn Dec 31. Pepys. Jan 20 at 2. Godfrey, Hatton garden.
Perrott, Jas Warren, York rd, King's cross, Coal Merchant. petn Dec 31. Pepys. Jan 19 at 2. Webb. Euston rd.
Pick, John, Malden rd, Kentish town, Licensed Victualler. petn Dec 30. Pepys. Jan 18 at 2. Parkes, Beaufort bldgs.
Rawson, Chas, Prisoner for Debt, London. petn Dec 31 (for pau). Brougham. Jan 28 at 1. Lawrence, Lincoln's inn fields.
Reeve, Geo, Grosvenor pk, Camberwell, Builder. petn Dec 31. Pepys. Jan 25 at 11. Barron, Queen st.
Rhodes, Fredk, Victoria Hotel, Euston sq, no occupation. petn Dec 30. Jan 21 at 11. Lewis & Lewis, Ely pl, Holborn.
Russell, Saml, Finsbury rd, Wood green, Carpenter. petn Dec 31. Pepys. Jan 19 at 2. Harcourt, Crown ct, Old Broad st.
Sadler, Thos, Prisoner for Debt, London. petn Dec 31 (for pau). Feb 2 at 11. Downing, Basinghall st.
Salmon, Julius, Monk lane, Engraver. petn Dec 31. Feb 2 at 12. Lewis, Wellington st, Strand.
Saunders, Benj Walwyn, Upper Moray rd, Tollington pk, Wine Cooper. petn Dec 28. Pepys. Jan 18 at 1. Lerymer, Martin's lane.

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Seabridge, Thos, Child's hill, Hendon, Grocer. petn Dec 31. Jan 31 at 12. Lewis & Sons, Wilmington sq.
Searle, Chas, Acorn st, Camberwell, Journeyman Baker. petn Dec 31. Jan 31 at 3. Godfrey, Hatton garden.
Shaw, Edwd Thos, Cross st, Islington, Surgeon. petn Dec 30. Pepys. Jan 20 at 11. Bell, Church row, Islington.
Shippey, Fredk John, Commerce pl, Brixton rd, Glass Merchant. petn Dec 28. Feb 2 at 1. Innes & Son, Leadenhall st.
Smith, Alfred John, Octavius st, Douglas st, Deptford, Bricklayer. petn Dec 31. Jan 31 at 12. Harris, Wellington st, London bridge.
Smith, Reuben, Serjeants' inn, Fleet st, Attorney-at-law. petn Dec 31. Jan 25 at 12. Watson, Basinghall st.
Smith, Edwd Archibald, Prince st, Deptford. Baker. petn Dec 31. Pepys. Jan 19 at 1. Barton & Drew, Fore st.
Spinks, Wm, Golborne rd. Upper Westbourne pk, Greengrocer. petn Dec 31. Pepys. Jan 20 at 2. Scarth, Welbeck st, Cavendish sq.
Stedall, Edwd, Newington causeway, Mantle Manufacturer. petn Dec 31. Pepys. Jan 20 at 11. Beard, Basinghall st.
Sternfield, Leo Danl, Southampton, Interpreter. petn Dec 31. Jan 31 at 11. Killby, Southampton.
Stopher, John Danls, Mile End rd. Manager. petn Dec 31. Pepys. Jan 19 at 2. Watson, Basinghall st.
Strange, Thos Reeve, Market st, Poplar, Baker. petn Dec 31. Pepys. Jan 19 at 12. Turner, Wynford st, Barnsbury rd.
Strickland, Geo Hy, Prisoner for Debt, London. petn Dec 30 (for pau). Pepys. Jan 20 at 12. Grayson, Hunter st, Brunswick sq.
Sutherland, Geo Wm, Queen's ter, Trafalgar rd, East Greenwich, Dyer. petn Dec 31. Pepys. Jan 19 at 1. Buchanan, Basinghall st.
Taylor, Mark Anthony, Stewart's lane, Battersea, Beer Retailer. petn Dec 31. Jan 28 at 3. Hicks, Francis ter.
Thrum, Richd, Alma ter, French Horn fields, Wandsworth, Builder's Foreman. petn Dec 31. Pepys. Jan 25 at 12. Nation, Gt Swan alley, Moorgate st.
Tomlin, Geo, Prisoner for Debt, Surrey. petn Dec 31. Feb 2 at 11. Watson, Basinghall st.
Tooley, Geo, Walmer crescent, Notting hill, Builder. petn Dec 31. Jan 28 at 11. Dowse & Darville, Lime st.
Twite, Wm, Merrick rd, Battersea, Butcher. petn Dec 31. Pepys. Jan 20 at 2. Godfrey, Hatton garden.
Voules, Chas Hy, Azenby sq, Lyndhurst rd, Peckham, Solicitor. petn Dec 31. Jan 31 at 12. Voules, Basinghall st.
Walter, Joseph, Brick lane, Bethnal green, Manager. petn Dec 31. Feb 2 at 11. Sandon & Kersey, Gracechurch st.
Webb, Thos, Newington Butts, Machinist. petn Dec 31. Jan 28 at 1. Godfrey, Hatton garden.
Weston, Hy, Malvern rd, Dalston, Solicitor's Clerk. petn Dec 31. Jan 31 at 11. Medcalf, Gresham bldgs.
Whiskard, John, Strand, Jeweller. Adj Dec 30. Pepys. Jan 18 at 12. Levy, Surrey st, Strand.
Williams, Hy, Lambton mews, Bayswater, Wheelwright. petn Dec 31. Jan31 at 3. Hicks, Francis ter, Hackney Wick.

To Surrender in the Country.

Abbey, Edwd, Oxford, China Merchant. petn Dec 30. Dudley. Oxford, Feb 7 at 10. Edwards, Bush lane.
Abbey, Wm, Manch, Provision Merchant. petn Dec 27. Fardell. Manch, Jan 18 at 11. Leigh, Manch.
Abbott, Joseph Ortzen, Nottingham, Chemist. petn Dec 20. Tudor. Birm, Jan 18 at 11. Brown, Nottingham.
Anderson, Matthew, Newcastle-upon-Tyne, Dealer in Pictures. petn Dec 28. Gibson. Jan 20 at 12. Joel, Newcastle-upon-Tyne.
Anderson, Christopher, Newcastle-upon-Tyne, Merchant. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 18 at 11. Hodge & Harle, Newcastle-upon-Tyne.
Archer, Wm, Bradford, Yorks, Hair Dresser. petn Dec 31. Bradford, Jan 21 at 9.15. Rhodes, Bradford.
Arman, Orlando, Thatcham, Berks, out of business. petn Dec 31. Vines. Newbury, Jan 14 at 11. Cave, Newbury.
Armes, Jonathan, Plymouth, Devon, Tea Dealer. petn Dec 31. Exeter, Jan 17 at 12.30. Edmonds & Son, Plymouth; Floud, Exeter.
Atkinson, Jas, Thirsk, Yorks, Builder. petn Dec 31. Swarbreck, Thirsk, Jan 17 at 12. Richardson, Thirsk.
Baston, Hy, Yardley, Worcester, Baker. petn Dec 30. Mitchell. Solihull, Jan 22 at 10. Marshall, Birm.
Besley, Richd Thos Wm, Manch. petn Dec 23. Macrae. Manch, Jan 20 at 12. Farrington, Manch.
Betteridge, Wm, Moreton-in-the-Marsh, Gloucester, Baker. petn Dec 30. Wilde. Bristol, Jan 20 at 11. Tibsley, Moreton in-the-Marsh.
Bevan, Wm, Port Tennant, nr Swansea, Glamorgan, Licensed Victualler. petn Dec 30. Morris. Swansea, Jan 7 at 2. Field, Swansea.
Birchal, Jas, & Andrew Armstrong Johnstone, Manch, Washing Machine Agents. petn Dec 24. Fardell. Manch, Jan 18 at 11. Ellithorne, Manch.
Blunt, Thos, Sheepshed, Leicester, Wool Agent. petn Dec 29. Tudor. Birm, Jan 18 at 11. Maples, Nottingham.
Boffey, John, Weaverham-cum-Milton, Cheshire, Labourer. petn Dec 31. Cheshire. Northwich, Jan 18 at 11. Fletcher, Northwich.
Booth, John, Stockport, Cheshire, Baker. petn Dec 15. Fardell. Manch, Jan 18 at 12. Ellithorne, Manch.
Booth, Thos, Manch, Provision Dealer. petn Dec 31. Kay. Manch, Jan 19 at 9.30. Ambler, Manch.
Bouville, Griffith Rowland, Coity Lower, Glamorgan, Comm Agent, petn Dec 27. Wilde. Bristol, Jan 20 at 11. Abbot & Leonard, Bristol.
Bowen, John Wm, Swansea, Glamorgan, Licensed Victualler. petn Dec 31. Morris. Swansea, Jan 17 at 2. Morris, Swansea.
Brazien, Sarah Esther, Oxford, Domestic Servant. petn Dec 21. Dudley. Oxford, Feb 7 at 10. Edwards, Bush lane.
Briggs, Hy, and Thos Briggs, Newchurch, Lancashire, Cotton Manufacturer. petn Dec 23. Macrae. Manch Jan 28 at 12. Welsh, Manch.
Brittain, Chas, Prisoner for Debt, Chester Castle. Adj Dec 26. Lee. Lpool, Jan 20 at 11.
Browne, Wm, Manch, Paper Dealer. petn Dec 30. Fardell. Manch, Jan 16 at 12. Storer, Manch.
Burden, John, jun, Ledbury, Hereford, Tailor. petn Dec 20. Hill. Birm, Jan 19 at 12. James & Griffin, Birm.
Buttle, John Alfd, jun, Bridgwater, Somersetshire, Blacksmith. petn Dec 21. Lovibond. Bridgwater, Jan 26 at 10. Veysey, Bridgwater.
Chapman, John, Westbury, Wilts, Saddler. petn Dec 31. Pinniger. Westbury, Jan 17 at 12. Rawlings, Melksham.
Churchill, Hy, Augmering, Sussex, Shoemaker. petn Dec 30. Holmes. Arundel, Jan 25 at 12.30. Lamb, Brighton.
Clay, John Jas, and Alfd Clay, Sunderland, Durham, Iron Merchants. petn Dec 23. Gibson. Newcastle-upon-Tyne, Jan 19 at 12. Ransom & Son, Sunderland.
Clegg, Edwin, Rochdale, Lancashire, Joiner. petn Dec 22. Fardell. Manch, Jan 18 at 11. Lawton, Manch.
Cleverton, John Hy, East Stonehouse, Devon, Assistant Paymaster. petn Dec 31. Exeter, Jan 17 at 12.32. Edmonds & Son, Plymouth; Floud, Exeter.
Close, John Theophilus, Stoke-upon-Trent, Staffordshire, Comm Agent. petn Dec 27. Hill. Birm, Jan 19 at 12. Rowlands, Birm.
Coates, John, Wood Top, Lancashire, out of business. petn Dec 30. Hartley. Burnley, Jan 17 at 3.30. Hartley, Burnley.
Cogan, Harriett, Bristol, Licensed Victualler. petn Dec 23. Wilde. Bristol, Jan 20 at 11. Benson & Elleston, Bristol.
Cole, John, Coventry, Provision Dealer. petn Dec 29. Hill. Birm, Jan 19 at 12. Reece & Harris, Birm.
Cowlin, Saml, Bristol, Builder. petn Dec 27. Wilde. Bristol, Jan 20 at 11. Benson & Elleston, Bristol.
Crews, Chas, Slapton, Devon, Gent. petn Dec 24. Exeter, Jan 18 at 12. Gole, Lime st, Leadenhall st; Floud, Exeter.
Cross, Hy, Chiswell, Nottinghamshire, Bootmaker. petn Dec 29. Tudor. Birm, Jan 18 at 11. Brewster, Nottingham.
Crossley, Robt, Shawclough, Lancashire, Dyer. petn Dec 23. Macrae. Manch, Jan 21 at 12. Cobbett & Co, Manch.
Curtis, Thos, North Callingham, Nottinghamshire, Cordwainer. petn Dec 21. Tudor. Birm, Jan 18 at 11. Maples, Nottingham.
Dales, Joseph, and Edwd Bennett, South Shields, Durham, Ironfounders. petn Dec 16. Gibson. Newcastle-upon-Tyne, Jan 19 at 12. Wawn & Purvis, South Shields.
Davies, Bevaleel, Swansea. Glamorganshire, Grocer. petn Dec 21. Morris. Swansea, Jan 17 at 2. Smith, Swansea.
Davies, Thos, Mountain Ash, Glamorganshire, Grocer. petn Dec 31. Wilde. Bristol, Jan 20 at 11. Simons & Plews, Merthyr; Press & Inskip, Bristol.
Dawson, Wm, jun, Chelmorton, Derby, Stonemason. petn Dec 31. Hubbersty. Bakewell, Jan 17 at 10. Neale, Matlock.
Deakin, Geo, Manch, Licensed Victualler. petn Dec 26. Fardell. Manch, Jan 24 at 11. Heath & Son, Manch.
Denton, Fras, Manch, Accountant. petn Dec 17. Fardell. Manch, Jan 17 at 11. Marsland & Addleshaw, Manch.
Dunstan, John, Ryhope, Durham, Beerhouse Keeper. petn Dec 22. Gibson. Newcastle-upon-Tyne, Jan 18 at 11.30, Keenlyside & Foster, Newcastle-upon-Tyne.
Dyson, Absalom, Rochdale, Lancashire, Greengrocer. Pet Dec 21 Fardell. Manch, Jan 25 at 11. Boote & Rylance, Manch.
Earp, Edwin, Wisbech, Cambridgeshire, Plumber. petn Dec 29. Metcalfe. Wisbech, Jan 20 at 10. Ollard, Upwell.
Edwards, Wm, Abertillery, Monmouthshire, Farmer. petn Dec 24. Wilde. Bristol, Jan 20 at 11. Beckingham, Bristol.
Enwright, John, Newport, Monmouthshire, out of business. petn Dec 20. Wilde. Bristol, Jan 20 at 11. Hoberts, Usk; Beckingham, Bristol.
Evans, David Emlyn, Bridgend, Glamorganshire, Draper. petn Dec 30. Wilde. Bristol, Jan 20 at 11. Bevan, Bristol.
Fairless, Joseph, Newcastle-upon-Tyne, Builder. petn Dec 28. Gibson. Newcastle-upon-Tyne, Jan 17 at 11. Ingledew & Daggett, Newcastle-upon Tyne.
Farmer, Wm, Birm, Comm Agent. petn Dec 31. Guest. Birm, Jan 28 at 10. Allen, Birm.
Farnell, Sidney Hy, Warrington, Lancashire, Draper. petn Dec 2. Macrae. Manch, Jan 20 at 11. Milne, Manch.
Farrand, Jas, Manch, Poulterer. petn Dec 31. Kay. Manch, Jan 19 at 9.30. Ambler, Manch.
Fergusson, John, Stott-lane, nr Eccles, Lancashire, Traveller. petn Dec 31. Fardell. Manch, Jan 26 at 11. Boote & Rylance, Manch.
Firth, Wm, Blackburn, Lancashire, Contractor. petn Dec 27. Fardell. Manch, Jan 24 at 12. Cobbett & Co, Manch.
Fletcher, Thos, Tarleton, Lancashire, Saddler. petn Dec 24. Lee. Lpool, Jan 21 at 11. Wareing, Ormskirk.
Fowler, John, Lyme Regis, Dorsetshire, Coal Merchant. petn Dec 23. Exeter, Jan 18 at 10. Hillman, Lyme Regis; Hirtzell, Exeter.
Gillett, Geo Albert, Preston, Lancashire, Auctioneer. petn Dec 24. Fardell. Manch, Jan 19 at 12. Boote & Rylance, Manch.
Gimson, Geo, Neen Savage, Salop, Paper Maker. petn Dec 30. Hill. Birm, Jan 19 at 12. Saunders, jun, Kidderminster; James & Griffin, Birm.
Griffiths, Wm, & John Wolstenholme, Manch, Boilermakers. petn Dec 15. Macrae. Manch, Jan 27 at 11. Sale & Co, Manch.
Grime, Eccles, Mellor, Lancashire, Dealer in Paper Hangings. petn Dec 31. Bolton. Blackburn, Jan 24 at 1. Clough & Folding, Blackburn.
Gyde, Chas, Birm, Cabinet Maker. petn Dec 28 Hill. Birm, Jan 19 at 12. Fallows, Birm.
Haddock, Joseph, Birm, Fruiterer. petn Dec 31. Guest. Birm, Jan 28 at 10. Allen, Birm.
Hall, Wm, Werrington, Northamptonshire, Publican. petn Dec 31. Gaches. Peterborough, Jan 22 at 11.30. Law, Stamford.
Hargrave, Theophilus, Alpraham-green, Cheshire, Clerk. petn Dec 31. Lee. Lpool, Jan 28 at 12. Cartwright, Chester.
Harper, Peter, Bourton-on-the-Hill, Gloucester, Miller. petn Dec 30. Wilde. Bristol, Jan 20 at 11. Tilsley, Moreton-in-the-Marsh; Press & Inskip, Bristol.
Harper, Chas Venables, Manch, Ale Dealer. petn Dec 31. Fardell. Bristol, Jan 19 at 12. Farrington, Manch.
Hawke, Hy Ash, Dartmouth, Devonshire, Carrier. petn Dec 30. Bryett. Totnes, Jan 18 at 1. Kellock, Totnes.
Hawksworth, Peter, Bradford, Yorks, Wool Sorter. petn Dec 29. Bradford, Jan 18 at 9.15. Hill, Bradford.
Hemsley, Wm, Peterborough, Northamptonshire, Surgeon. petn Dec 29. Goches. Peterborough, Jan 22 at 11. Parsons, Nottingham.

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Higson, John Richd, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell. Manch, Jan 19 at 11.

Hoffman, Moritz, Manch, Merchant. petn Dec 30. Macrae. Manch, Jan 27 at 11. Heywood, Manch.

Holmes, Saml, Taghill. Derbyshire, Bag Hosier. petn Dec 30. Ingle. Belper, Jan 18 at 10. Quarles, Nottingham.

Horsfall, Wm, & Geo Horsfall, Manch, Cotton Dealers. petn Dec 20. Fardell. Manch, Jan 17 at 12. Boote & Rylance, Manch.

Houston, John, Runcorn, Cheshire, Pawnbroker's Assistant. petn Dec 31. Nicholson. Runcorn, Jan 13 at 11. Day, Runcorn.

Howarth, Edmd, Middleton, Lancashire, Builder. petn Dec 20. Fardell. Manch, Jan 18 at 11. Milne, Manch.

Hubball, Joseph, Alfreton, Derbyshire, Labourer. petn Dec 31. Hubbersty. Alfreton, Jan 18 at 11. Quales, Nottingham.

Hughes, Hy, Bristol, Builder. petn Dec 29. Wilde, Bristol, Jan 20 at 11. Benson & Elletson, Bristol.

Humphreys, Rowland Wm, Prisoner for Debt, Carnarvon. Adj Dec 8. Williams. Carnarvon, Jan 24 at 10. Jones, Menai Bridge.

Hyde, Wm, Netner Compton, Dorset, Innkeeper. petn Dec 31. Exeter, Jan 18 at 10. Ellis, Sherborne; Hirtzel, Exeter.

Insull, Saml, Hart's-hill, Worcester, Labourer, petn Dec 30. Walker. Dudley, Jan 20 at 12. Cinlow, Brierley-hill.

Jameson, Jas, Bradford, Yorks, Painter. Pet Dec 30. Bradford, Jan 18 at 9.15. Wilson, Bradford.

Johnson, Benj. Lpool, Shipwright. petn Dec 22. Lee. Lpool, Jan 20 at 11. Nordan, Lpool.

Jones, Richd, Rugby, Warwickshire, Butcher. petn Dec 23. Hill. Birm, Jan 19 at 12. Allen, Birm.

Keily, Wm, Chorlton-upon-Medlock, Manch, Assistant Dentist. petn Dec 23. Fardell. Manch, Jan 31 at 12. Shippey, Manch.

Kennedy, Jas, Aston Juxta, Birm, Grocer. petn Dec 29. Hill. Birm, Jan 19 at 12. Parry, Birm.

Kenyon, Wm, Manch, Salesman. petn Dec 31. Fardell. Manch, Jan 17 at 11. Boote & Rylance, Manch.

Knighton, Hannah, Ilkeston, Derbyshire, out of business. petn Dec 29. Ingle. Belper, Jan 18 at 11. Smith.

Lester, Peter, Rochdale, Lancaster, out of business. petn Dec 20. Fardell. Manch, Jan 26 at 12. Sale & Co, Manch.

Lewis, Wm, Dinas, Glamorganshire, Surveyor. petn Dec 30. Wilde. Bristol, Jan 20 at 11. Linton & Lewis, Merthyr; Henderson & Salmon, Bristol.

Lichtheim, Saml, Manch, Clothier. petn Dec 28. Fardell. Manch, Jan 19 at 11. Boote & Rylance, Manch.

Lloyd, Joseph, Myrtle Hill, Pembroke, Superannuated Shipwright. petn Dec 31. Summers. Haverfordwest, Jan 20 at 12. Price.

Lotings, Noach Saml, North Shields, Northumberland, out of business. petn Dec 18. Gibson. Newcastle-upon-Tyne, Jan 20 at 11. Joel, Newcastle-upon-Tyne.

Love, Chas, Abersychan, Monmouthshire, Beerhouse Keeper. petn Dec 31. Edwards. Pontypool, Jan 24 at 11. Edwards, Pontypool.

Lowther, Jas, Westbury-upon-Trym, Gloucestershire, Master Mariner. petn Dec 24. Wilde. Bristol, Jan 20 at 11. Trennery, Bristol.

Malsom, Wm, Cinderford, Gloucester, Draper. petn Dec 23. Wilde. Bristol, Jan 20 at 11. Brittan & Sons, Bristol.

Manton, John, Birm, Fruiterer. petn Dec 29. Hill. Birm, Jan 19 at 12. James & Griffin, Birm.

Marinelli, Eugenio, Jarrow, Durham, Master Mariner. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 20 at 11. Joel, Newcastle-upon-Tyne.

Marshall, Robt, Newcastle-upon-Tyne, Grease Manufacturer. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 18 at 11. Hodge & Harle, Newcastle-upon-Tyne.

Mason, Francis, Wiggenhall St Peter, Norfolk, Labourer. petn Dec 30. Reed. Downham Market, Jan 10 at 10. Ward, King's Lynn.

McCallum, Thos Whittaker, Nottingham, out of business. petn Dec 28. Tudor. Birm, Jan 18 at 11. Cranch, Nottingham.

McQuilton, Wm, Shipham, Somerset, Travelling Draper. petn Dec 24. Wilde. Bristol, Jan 20 at 11. Beckingham, Bristol.

Medcalf, Wm, Prisoner for Debt, York. Adj Dec 31. Shirley. York, Jan 21 at 12. Marsh & Edwards, Rotherham.

Middleton, Hugh, Exeter, Engineer. petn Dec 30. Exeter, Jan 18 at 12. Floud, Exeter.

Mitchell, Geo Brown, Swansea, Glamorgan, Shoe Manufacturer. petn Dec 31. Wilde. Bristol, Jan 20 at 11. Smith & Co, Swansea; Press & Inskip, Bristol.

Moor, Jas, Hartlepool, Durham, Joiner. petn Dec 15. Gibson. Newcastle-upon-Tyne, Jan 18 at 12. Turnbull & Bell, West Hartlepool.

Moore, Thos, Swansea, Glamorgan, Brattice Cloth Maker. petn Dec 24. Wilde. Bristol, Jan 20 at 11. Clifton & Mosely, Bristol.

Morris, Wm, Coventry, Warwick, Dealer. petn Dec 31. Kirby. Coventry, Jan 19 at 3. Homer, Coventry.

Newbould, Michael, Bradford, Yorks, Butcher. petn Dec 29. Bradford, Jan 18 at 9.15. Hargreaves, Bradford.

Newton, Leopold, Birkenhead, Cheshire, Cotton Dealer. petn Dec 31. Lee. Lpool, Jan 26 at 11. Lupton, Lpool.

Nichol, Thos, Tynemouth, Northumberland, out of business. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 20 at 1. Hoyle & Co, Newcastle-upon-Tyne.

Oldham, Joseph, Hazel grove, nr Stockport, Cheshire, Felt Hat Body Maker. petn Dec 31. Coppock. Stockport, Jan 28 at 12. Burton, Manch.

Oldham, Robt, Oldham, Lancashire, Cotton Spinner. petn Dec 29 Fardell. Manch, Jan 17 at 11. Smith & Bover, Manch.

Oliver, John, North Shields, Northumberland, Butcher. petn Dec 28. Gibson. Newcastle-upon-Tyne, Jan 18 at 11.30. Keenlyside & Foster, Newcastle-upon-Tyne.

Oliver, Geo, Basford, Notts, Bleacher. petn Dec 28. Tudor. Birm, Jan 18 at 11. Heath, Nottingham.

Packer, Thos, Swansea, Glamorgan, out of business. petn Dec 31. Wilde. Bristol, Jan 20 at 11. Clifton & Moseley, Bristol.

Panton, Thos Wm, & Hugh Panton, Monkwearmouth, Durham, Iron Founders. petn Dec 22. Gibson. Newcastle-upon-Tyne, Jan 18 at 12. Watson, Newcastle-upon-Tyne.

Park, Peter, Newcastle-upon-Tyne, Painter. petn Dec 21. Gibson. Newcastle-upon-Tyne, Jan 20 at 11. Joel, Newcastle-upon-Tyne.

Parker, Wm, Frodsham, Cheshire, Beerseller. petn Dec 30. Nicholson. Runcorn, Jan 13 at 11. Wood, Runcorn.

Peacock, Thos, Frodsham, Cheshire, Wheelwright. petn Dec 31. Nicholson. Runcorn, Jan 13 at 11. Wood, Runcorn.

Perks, Wm, Worcester, Marble Mason. petn Dec 18. Hill. Birm, Jan 19 at 12. Devereux, Worcester.

Powell, Geo Benj, Newchurch, Lancashire, Surgeon. petn Dec 30. Fardell. Manch, Jan 17 at 11. Smith & Bovers, Manch.

Rawlinson, Fredk, Grantham, Lincolnshire, Cattle Jobber. petn Dec 29. Grantham, Jan 18 at 11. Boyall, Grantham.

Reah, Wm, South Shields, Durham, Colour Manufacturer. petn Dec 31. Gibson. Newcastle upon-Tyne, Jan 19 at 12. Scaife & Britton, Newcastle-upon-Tyne.

Richards, Hy, Teignmouth, Devon, out of business. petn Dec 28. Exeter, Jan 18 at 12. Floud, Exeter.

Ridley, Robinson, East Stonehouse, Devon, Coal Merchant. petn Dec 31. Exeter, Jan 17 at 12.30. Edmonds & Son, Plymouth; Floud, Exeter.

Robinson, Wm, Runcorn, Cheshire, Sailors' Outfitter. petn Dec 31. Nicholson. Runcorn, Jan 13 at 11. Day, Runcorn.

Rose, Robt, Leamington Priors, Warwickshire, Beerhouse Keeper. petn Dec 31. Sanderson. Warwick, Jan 15 at 11. Hesp, Warwick.

Ross, Moses, & Elias Ross, Lpool, Tailors. petn Dec 27. Lee. Lpool, Jan 27 at 12. Nordon, Lpool.

Ryan, Hy Lewis, Manch, Bonnet Manufacturer. petn Dec 16. Fardell. Manch, Jan 24 at 11. Leigh, Manch.

Schofield, Edmund, Lees, Yorks, out of business. petn Dec 24. Macrae. Manch, Jan 20 at 11. Leigh, Manch.

Shelley, John Sheffington, Prisoner for Debt, Lancaster. Adj Dec 16. Halton. Salford, Jan 22 at 9.30.

Sibbett, Wm, Prisoner for Debt, Maidstone. Adj Dec 20. Acworth. Rochester, Jan 18 at 2.

Smith, Benj, Farleton, Westmorland, Innkeeper. petn Dec 31. Roper. Kirkby Lonsdale, Jan 18 at 1. Pearson, Kirkby Lonsdale.

Smith, Sarah, & Eliz Smith, Newark-upon-Trent, Notts, out of business. petn Dec 31. Newton. Newark, Jan 19 at 12. Belk, Nottingham.

Smith, Robt Wm, Bristol, out of business. petn Dec 18. Wilde. Bristol, Jan 20 at 11. Benson & Elletson, Bristol.

Snowdon, Geo, Durham, Licensed Victualler. petn Dec 30. Gibson. Newcastle-on-Tyne, Jan 18 at 11.30. Keenlyside & Foe, Newcastle-on-Tyne.

Spon, Joseph jun, Newcastle-upon-Tyne, Ship Broker. petn Dec 15. Gibson. Newcastle-on-Tyne, Jan 18 at 11.30. Keenlyside & Foster, Newcastle on Tyne.

Stanfield, Jas, Waterloo, Lancashire, Pit Sinker. petn Dec 24. Macrae. Manch, Jan 21 at 12. Storer, Manch.

Stephenson, Jas, Bradford, Yorks, Confectioner. petn Dec 31. Bradford, Jan 21 at 9.15. Rhodes, Bradford.

Stevens, Elisha, Colsley, Berks, Land Measurer. petn Dec 31. Atkinson. Wallingford, Jan 18 at 12. Dodd, Wallingford.

Stuart, Jas, Newcastle-upon-Tyne, Corn Factor. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 18 at 11. Hodge & Harle, Newcastle-upon-Tyne.

Sutton, John Maule, Dartmouth, Devonshire, Coal Owner. petn Dec 28. Exeter, Jan 18 at 11. Marsden, Walbrook.

Swift, Joseph, Wigan, Lancashire, Clogger. petn Dec 29. Fardell. Manch, Jan 17 at 12. Gardner, Manch.

Taylor, Danl, Kilburne, Derbyshire, Journeyman Baker. petn Dec 29. Ingle. Belper, Jan 18 at 10. Smith, Derby.

Taylor, Hy, Middleton Slipway, nr West Hartlepool, Durham, Shipwright. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 20 at 11. Foster, Newcastle-upon-Tyne.

Tebby, Wm John, Fritwell, Oxford, Builder. petn Dec 31. Stone. Bicester, Jan 17 at 11. Badham, Queen st, Cheapside.

Thomas, Job, Newport, Monmouthshire, Stonemason. petn Dec 31. Wilde. Bristol, Jan 20 at 11. Abbott & Leonard, Bristol.

Thomson, Thos, St Helen's, Lancashire, Tailor. petn Dec 31. Ansdell. St Helen's, Jan 20 at 11. Haddock, St Helen's.

Thorley, Fredk, Birm, Bootmaker. petn Dec 31. Guest. Birm, Jan 25 at 10. Parry, Birm.

Tipson, Geo, Leamington Priors, Warwickshire, Fruiterer. petn Dec 29. Sanderson. Warwick, Jan 15 at 11. Hesp, Warwick.

Todd, Jas, South Shields, Durham, Builder. petn Dec 31. Gibson. Newcastle-upon-Tyne, Jan 19 at 12. Wawn & Purvis, South Shields.

Trebble, Geo, Williton, Somersetshire, Farm Labourer. petn Dec 30. Williton, Jan 14 at 10. Trevor, Nether Stowey, Bridgwater.

Tucker, Chas, St Martin's, Stamford, Northamptonshire, Horse Dealer. petn Dec 31. Shield. Stamford, Jan 21 at 11. Law, Stamford.

Turley, Joseph, Birm, Fruiterer. petn Dec 28. Hill. Birm, Jan 19 at 12. Barber, Birm.

Venables, Zachariah, Bradford, Yorks, Journeyman Bootmaker. petn Dec 28. Bradford, Jan 18 at 9.15. Hargreaves, Bradford.

Walker, Wm, Harpurbey, Manch, Beer Retailer. petn Dec 20. Fardell. Manch, Jan 25 at 11. Leigh, Manch.

Walton, John, Crumpsall, Manch, out of business. petn Dec 23. Fardell. Manch, Jan 19 at 11. Boote & Rylance, Manch.

Want, Wm, Heaton Norris, Lancashire, Cab Driver. petn Dec 31. Coppock. Stockport, Jan 28 at 12. Bent, Stockport.

Welbourn, Robt, Cowbit, Lincolnshire, Potato Merchant. petn Dec 21. Tudor. Birm, Jan 18 at 11. Maples, Nottingham.

White, Wm, jun, Riding mill, Northumberland, Ship Broker. petn Dec 30. Gibson. Newcastle-upon-Tyne, Jan 17 at 9.30. Ingledew & Daggett, Newcastle-upon-Tyne.

Wilcock, Simon, St Minver, Cornwall, Butcher. petn Dec 28. Exeter, Jan 18 at 12. Floud, Exeter.

Williams, Geo, Chorlton-upon-Medlock, Lancashire, Bricklayer. petn Dec 31. Macrae. Manch, Jan 21 at 11. Payne, Manch.

Williams, John, Swansea, Glamorganshire, Butcher. petn Dec 31. Morris. Swansea, Jan 17 at 2. Morris, Swansea.

Williams, Wm Edwd, Haverfordwest, Attorney's Clerk. petn Dec 31. Summers. Haverfordwest, Jan 20 at 12. Price.

Wilson, Saml Abrahall, Claines, Worcester, no occupation. petn Dec 31. Crisp. Worcester, Jan 20 at 11. Tree, Worcester.

Wiltshire, Thos Danl, Newport, Monmouthshire, Veterinary Surgeon. petn Dec 31. Roberts. Newport, Jan 19 at 12. Morgan, Newport.

Wiseman, David, Manch, Porter. petn Dec 22. Macrae. Manch, Jan 20 at 12. Cobbett & Co, Manch.

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Wyatt, Thos, Marple, Cheshire, Builder. petn Dec 15. Fardell. Manch, Jan 26 at 11. Sale & Co, Manch.

TUESDAY, Jan. 11, 1870.

To Surrender in London.

Argent, John, Gt College st, Westminster, Refreshment House keeper. petn Dec 31. Jan 31 at 12. Lay, Poultry.
Dainty, Fras, King's Cliffe, Northampton, Carrier. petn Dec 20. Pepys. Jan 25 at 1. Reed & Co, Gresham st; Atlee, Stamford.
Holloway, Hy, West Ham, Essex, Cowkeeper. petn Dec 31. Pepps. Jan 25 at 11. Barron, Queen st.
Smith, Wm Nelson, Fenchurch st, Ship Broker. petn Dec 31. Pepys. Jan 25 at 1. Linklaters & Co, Walbrook.
Sutton, Fredk, Brownlow st, Holborn, Plumber. petn Dec 31. Pepys. Jan 25 at 1. Godfrey, Hatton garden.
Warwicker, John, Chatham st, Walworth, out of employment. petn Dec 31. Jan 25 at 12. Buchanan, Basinghall st.
Wrighton, Robt, and Thos Wrighton, Brackley, Northampton, Fellmongers. petn Dec 28. Feb 2 at 12. Allen & Co, Old Jewry; for Bedford, Amersham.

To Surrender in the Country.

Barber, Chas Worthington, Manch, Cotton Broker. petn Nov 17. Fardell. Manch, Feb 1 at 12. Grundy & Coulson, Manch.
Beardmore, Saml, Prisoner for Debt, Chester. Adj Dec 30. Challinor. Hanley, Jan 25 at 11. Tennant & Co, Hanley.
Black, John, Prisoner for Debt, Durham. Pet Dec 31. Wawn. Durham, Jan 24 at 12. Salkeld, Durham.
Bowman, Geo, Manch, Draper. petn Dec 31. Macrae. Manch, Feb 3 at 12. Grunday & Coulson, Manch.
Bradshaw, Reuben, Manch, Grocer. petn Dec 10. Fardell. Manch, Feb 2 at 12. Brandwood, Manch.
Breagh, Wm, Manch, Carriage Builder. petn Dec 29. Macrae. Manch, Jan 27 at 11. Atkinson & Co, Manch.
Brown, Hy, Broad Green, nr Lpool, Seedsman. petn Dec 22. Lee. Lpool, Jan 21 at 11.
Burrows, Geo, Longton, Staffordshire, out of business. petn Dec 23. Birm, Jan 21 at 12. Hodgson & Sons, Birm.
Clare, Wm Leigh, & John Lee Clare, Lpool, Cotton Brokers. petn Dec 28. Lee. Lpool, Jan 22 at 11. Gill, Lpool.
Clarke, Chas, Upper Harley, Staffordshire, Iron Merchant. petn Dec 23. Birm, Jan 21 at 12. Free, Birm.
Currey, Jas Leathlad, Newcastle-upon-Tyne, Builder. petn Dec 24. Gibson. Newcastle-upon-Tyne, Jan 24 at 12. Story, Newcastle-upon-Tyne.
Dawson, Wm, jun, Chelmorton, Derbyshire, Stonemason. petn Dec 31. Hubbersty. Bakewell, Jan 17 at 10. Neale, Matlock.
Dearden, John, Prisoner for Debt, Lancaster. Adj Sept 15. Fardell. Manch, Jan 31 at 12.
Dixon, Saml, Wolverhampton, Stafford, out of business. petn Dec 24. Birm, Jan 21 at 12. James & Griffin, Birm.
Emery, Geo, Prisoner for Debt, Chesterton. Adj Dec 14. Hooper. Biggleswade, Jan 26 at 10.
Fellows, Joseph, Portobello, Staffordshire, Grocer. petn Dec 24. Birm, Jan 21 at 12. James & Griffin, Birm.
Fogg, Elias, Manch, Waiter. petn Dec 16. Fardell. Manch, Jan 25 at 11. Sale & Co, Manch.
Frank, Jane, and Wm Glover, Stockton-upon-Tees, Durham, Drysalters. petn Dec 18. Gibson. Newcastle-upon-Tyne, Jan 24 at 1. Clemmet, Stockton-on-Tees.
French, Wm Timothy, Warwickshire, Plumber. petn Dec 23. Birm, Jan 21 at 11. Sanderson, Warwickshire, & Rowlands, Birm.
Gardiner, Jas Jones, Leamington, Warwickshire, out of business. petn Dec 22. Birm, Jan 21 at 12. Reece & Harris, Birm.
Garrad, Wm, Hunden, Suffolk, out of business. petn Dec 31. Jardine. Haverhill, Jan 28 at 3. Cardinall, Halstead.
Gittins, Abraham, Birm, Builder. petn Dec 24. Birm, Jan 21 at 12. Wood, Birm.
Goldschmidt, Bernhard, Birm, out of business. petn Dec 22. Birm, Jan 21 at 12. East, Birm.
Gorringe, Joseph Francis, Wellington Farm, Cumberland, Farmer. petn Dec 11. Halton. Carlisle, Jan 26 at 11. Cant & Fairer, Penrith.
Heath, Joseph, Moses Chadwick, Joseph Wilcox, and William Cotton, Stockingford, Warwickshire, Coalmasters. petn Dec 20. Birm, Jan 21 at 12. James & Griffin, Birm.
Howell, Geo, Twerton, Somersetshire, Labourer. petn Dec 22. Smith. Bath, Jan 18 at 11. Bartrum, Bath.
Inglis, Robt, Burton-upon-Trent, Staffordshire, Cooper. petn Dec 22. Birm, Jan 21 at 12. James & Griffin, Birm.
Marshall, Chas Wm, Sunderland, Durham, Builder. petn Dec 16. Gibson. Newcastle-upon-Tyne, Jan 24 at 12. Eglington, Sunderland.
Middleton, Edwin Cornelius, Birm, Architect. petn Dec 24. Birm, Jan 21 at 12. Robinson, Birm.
Potter, Valentine, Drayton, Worcester, Market Gardener. petn Dec 22. Birm, Jan 21 at 12. Spearman & Gould, Stourbridge.
Reeves, Saml, West Bromwich, Staffordshire, Registrar of Births. petn Dec 27. Birm, Jan 21 at 12. James & Griffin, Birm.
Snowball, Cuthbert, Brampton, Cumberland, Auctioneer. petn Dec 30. Gibson. Newcastle-upon-Tyne, Jan 24 at 11. Hoyle & Co, Newcastle-upon-Tyne; Ramshaw & Reed, Brampton.
Spearman, Edmund Brook, Manch, Grocer. petn Dec 31. Fardell. Manch, Jan 26 at 11. Law, Manch.
Temple, Peter, Darlington, Durham, Druggist. Pet Dec 15. Gibson. Newcastle-upon-Tyne, Jan 24 at 1. Harle & Co, Newcastle-upon-Tyne.
Thornton, Jasper, Durham, Builder. petn Dec 14. Gibson. Newcastle-upon-Tyne, Jan 24 at 11.30. Hoyle & Co, Newcastle-upon-Tyne.
Tudor, Edwd, Bradford, Lancashire, Plumber. petn Nov 19. Macrae. Manch, Feb 3 at 12. Grundy & Coulson, Manch.
Turner, Edgar, Prisoner for Debt, Walton. Adj Nov 18. Hime. Lpool, Jan 21 at 3.
Whitehead, Joseph, Birm, Brush Manufacturer. petn Dec 20. Birm, Jan 21 at 12. James & Griffin, Birm.
Wright, Robt, Monkwearmouth Shore, Durham, Ship Chandler. petn Dec 30. Gibson. Newcastle-upon-Tyne, Jan 24 at 11. Oliver & Botterell, Sunderland.
Wrigley, Robt, Oldham, Lancashire, Builder. petn Dec 29. Macrae. Manch, Jan 28 at 11. Ashcroft & Sons, Oldham.

LEEDS.

Tilburn, Thos Hy, Leeds, Cloth Manufacturer. Pet Jan 7. Jan 27 at 12.

BANKRUPTCIES ANNULLED.

TUESDAY, Jan. 4, 1870.

Ashe, Waller, Piccadilly. Dec 31.
Taylor, Wm Cheetham, Birkenhead, Cheshire, Comm Agent. Dec 22.

FRIDAY, Jan. 7, 1870.

Daniel, Thos Gabriel, Alexandra ter, Hatcham pk rd, New Cross, out of employment. Jan 6.
Lloyds, Richd Cripps, Henley on Thames, Oxford, Painter. Dec 16.
Whitlie, Peter, South Hylton, Durham, Tailor. Dec 15.

TUESDAY, Jan. 11, 1870.

Frith, Warren Hastings Leslie, Aberdeen pl, Maida hill. Jan 8.
Kerckhove, Fras, Cardigan st, Hampstead rd, Wood Carver.

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The Solicitors' Journal.

LONDON, JANUARY, 22, 1870.

THE COMMONERS OF BERKHAMPSTEAD have won a victory, but the fruits of it will scarcely satisfy their expectations. All that they have obtained by the decree of the Master of the Rolls is a declaration that the freehold and copyhold tenants of Berkhampstead Manor, inclusive of Northchurch, otherwise Berkhampstead St. Mary, are entitled to common of pasture and other commonable rights over the waste of the manor, including that portion which Earl Brownlow, the defendant in the suit, had taken steps to approve. The case is reported in the current number of the *Weekly Reporter*. The right, which was asserted for the tenants of the manor, to treat the whole common as a recreation-ground, was probably the main object of the suit, and has not been established, the evidence in support of it being entirely of modern date, and consequently insufficient ground on which to rest a claim by prescription. Had this right been successfully asserted on behalf of the tenants of the manor, we may imagine that the right won for them would soon have been practically, though not legally, won for the public.

A *public* right, in the sense of a legal title on the part of her Majesty's subjects generally, to exercise any liberties on any "common lands," is unknown to the law of England. Whether the time has not arrived for some legislative rearrangement of this matter, through which, whether by purchase or otherwise, some portions of these fast-disappearing commonable lands should not be dedicated to the public at large, may well be asked; but a very slight acquaintance with the history of English real property law will show that those limitations of the rights of the lords which attach to common lands are merely rights personal to the particular commoners in each case. "So excessive is the strictness of this doctrine," said Mr. H. W. Cole, Q.C., in an able paper on the subject which appeared some years ago in *Fraser's Magazine*,* "that grave discussions have arisen as to whether the commoners themselves, who have rights of pasture on the land, are entitled to go on it except for certain defined and special purposes; and if our old law books are to be believed, it has even been adjudged in ancient times that, though a commoner may go on the waste land to take his cattle to pasture, or even to see that the ground is in a fit state for pasture, yet he has no other business there, and will be guilty of trespass if his only object be the idle one of personal recreation. It is said that he may send his calves there to grass, but not his children to play." "Fortunately," continues Mr. Cole, "the common sense of landowners, and their instinct of self-preservation, have kept them from insisting with strictness on rights so extravagant, although our lawyers in ancient times were far too ready to concede their claims without sufficient examination. The intervention of Parliament has, therefore, not yet been felt necessary to correct what would otherwise have been an intolerable evil."

There may, however, by special prescription, be a right on the part of commoners to use the common land of a manor for purposes of recreation, though such right is *ex necessitate* a right purely personal to themselves, or, rather to their tenements. As, for instance, in the village-green case, *Abbot* v. *Weekly*, 1 Levinz. 176, where the Court of King's Bench upheld a prescription to dance upon the green; and in *Fitch* v. *Rawlins*, 2 H. Black. 394, where, on an action for trespass for breaking and entering a close belonging to the plaintiff and playing cricket therein, it was held that there might be a good plea of a custom for all the inhabitants of a parish to play at all manner of lawful games in the close of A., at all seasonable times of the year, whereas a plea of a custom for all persons not being inhabitants would have been void for generality. In point of fact, as Buller, J., remarked, that cannot be a custom which may be claimed by all the people of England, and is common to all mankind. If there be such a right, it is by the common law (as in the familiar case of a highway), and not by custom (Co. Litt. 110 b). The right, moreover, if such there be, must be exercised at reasonable times. In *Bell* v. *Wardell* (Willes, 202), a plea of a custom for all the inhabitants of a parish to walk and ride over a close in private ownership, was held to be no defence to an action of trespass for walking and riding over the close while the corn was standing. The Scotch and English law, in this respect, are identical. See *Dyce* v. *Lady James Hay*, 1 Macq. 305, and *Arlett* v. *Ellis*, 7 B. & C. 346. A right of way for the public across a tract does not necessarily confer the right of diverging therefrom, and wandering over or resting upon the tract itself.

In short, what are called the "rights of the public" in the matter appear to be moral rather than legal rights. The need on which they are grounded may have been small in the middle ages, and yet that fact is perfectly compatible with its being urgent in the second half of the nineteenth century. However strictly the law may in old times have denied in theory the existence of any *public* privilege, in practice there was an amount of actual freedom sufficient for the needs of a thinner population inhabiting a country of fewer enclosures. Since then cultivation has swallowed up thousand after thousand of acres until the few remaining wastes, which once were as a drop in a bucket compared with their similar environments, possess an enhanced value in the eyes of the lords of manors, who thereby become inclined to narrow to their strict legal dimensions, all rights operating in restriction of their own; while, simultaneously with this enhancement of the value to the lord of the manor, railway travelling has increased ten thousand fold the amount of injury which he is capable of sustaining from a liberty on the part of the public; and the crowding together of population in large towns has increased the necessity that the public should in practice possess such a liberty.

This appears most clearly in the case of open spaces in the neighbourhood of London and other large cities. And in these cases, too, is illustrated the fact that the commoners' rights are insufficient to secure the preservation of those open spaces. At present the public, though vitally interested in their preservation, are powerless to interfere by any civil process directed against the encroachment on or unlawful "approvement" of a waste; the right to complain in a court of law or equity is vested solely in the commoners of the waste, who may be ill-qualified or even unwilling to resist. Mr. Augustus Smith has earned the thanks of everyone interested in the fate of the "commons" of the realm, for the vigour and public spirit with which he has fought and won the battle of the Berkhampstead commoners; and it is another strong illustration of the drift of our previous remarks, that the battle which Mr. Smith has fought, has been that of these commoners and not that of the public.

* Reprinted. "Our Commons and Open Spaces." London: Longmans & Co. 1866.

THE COURT OF QUEEN'S BENCH, on Thursday, made absolute the rule for a mandamus to the Bridgewater Election Commissioners to compel them to grant a certifi-

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cate to Mr. Henry Lovibond, a Bridgewater solicitor. The Lord Chief Justice, in the course of his judgment, censured very strongly the manner in which the commissioners, more especially Mr. Chisholm Anstey, conducted the examination of the witness. We approve entirely of this censure, for although the commissioners might despise the witness, that was no reason for bullying him or asking him utterly irrelevant and even incomprehensible questions. It may be remembered that the commissioners declined to examine Mr. Lovibond, after announcing to him that they intended to refuse his certificate; they allowed him, however, to make a statement, and it is now decided that this must be regarded as the statement of a witness. As the Attorney-General has announced that he shall now enter a *nolle prosequi* to the indictments pending against Mr. Lovibond, the matter will probably now drop, unless, indeed, the Commissioners should think fit to carry the case to a court of error.

As to Mr. Lovibond, he has escaped the penalty by confessing himself guilty. His own evidence convicted him of bribery, which may render him a fit subject for contempt, but not for persecution.

TWO RULES NISI have been obtained in the Common Pleas, to review taxation of costs under the following circumstances :—

In the first case the action was against the Brighton Railway Company to recover compensation for personal injuries sustained in the accident last summer at New Cross. The railway company admitted their liability, and the damages were assessed before the Secondary of London, and a verdict found for the plaintiff for £180. The plaintiff in due course delivered his bill of costs, and on taxation the Master allowed two fair copies of brief, &c., fees to both leading and junior counsel, and twelve guineas for "a good jury." It was contended that on a writ of inquiry the expenses of only one counsel should be allowed. The practice we believe is not uniform, as in the Common Pleas and Exchequer two counsel are generally allowed in such cases, and in the Queen's Bench only one. As it was thought advisable that some general rule should be established for the guidance of the Masters on this point, the application for a rule *nisi* was granted. It is to be hoped, however, that the Court will not lay down any rigid rule either way, for it would surely be better to leave the matter in the Masters' discretion in each particular case. In some cases of assessing damages two counsel are quite unnecessary, in others it would be very difficult to do with less, even though the sum ultimately awarded be not large. No better instance of this can be given than such cases as the present, where the nicest questions frequently arise out of the medical evidence, as to whether the injuries caused by the railway accident are permanent or not, and whether the symptoms observed are referable to the shock caused by it, or to other disease. The allowance of these fees is of course a matter of considerable importance to the Brighton Railway Company, owing to the immense number of claims arising out of the same accident, and assessed in the same way. A "good" jury is obtained, not as a special jury by side-bar rule, but by summons, and it may be that the costs of such a jury ought not to be allowed, because when the summons was granted the judge had no means of knowing whether the case was proper to be tried by a good jury or not, and there was no subsequent granting of a certificate as in the case of a special jury. The fees to a good jury vary, and are in most places much less than a guinea a head.

In the second case a Mr. Sinclair sued the Great Eastern Railway Company, whose engineer he had long been, for matters extending over ten years, involving eighteen distinct claims and many points of law. The action was referred to an eminent Queen's Counsel, who had awarded Mr. Sinclair upwards of £28,000. On taxation the Master, who considered himself bound by a rule to that effect, disallowed the fees to the plaintiff's leading counsel, and only allowed the ordinary fee to a junior; he also disallowed Queen's Counsel's fees to the arbitrator. If there be such a rule as the Master thought himself bound by, we suppose it is founded on *Hawkins* v. *Rigby*, 29 L. J. C. P. 229. But arbitrations now involve far greater sums of money than formerly, and there are many instances in which no human being could say that the case could be properly conducted before the arbitrator by one counsel only. The master should inquire into the nature of the case, and allow the fees accordingly. In these days of heavy arbitrations a hard-and-fast rule to allow for only one counsel in all cases is an absurdity, and no such rule is followed in the Queen's Bench or in the Exchequer.

THE APPEAL FROM THE DECISON of the Master of the Rolls in the case of *Re The Heyford Iron Works, Forbes & Judd's cases*, 18 W. R. 226, was heard on Tuesday by the Lord Chancellor and Lord Justice Giffard, and was dismissed without hearing the counsel for the respondents, the Court being of opinion that the case was distinguishable from *Pell's case*, 18 W. R. 31, and *Drummond's case*, 18 W. R. 2, and was really the same as *Migotti's case*, L. R. 4 Eq. 238. The distinction appears to be this—that in *Pell's case* the fully paid-up shares were taken by him directly from the company in payment for property handed over by him to the company in pursuance of an agreement which was not impeached; whereas in the cases of Messrs. Forbes and Judd, they took the fully paid-up shares from Mr. Pell, not from the company. This made the case equivalent to *Migotti's case*, which the Court of Appeal distinctly approved. The Master of the Rolls, it may be remembered, thought this distinction too fine.

ACCORDING TO THE *City Press*, the *Solicitors' Journal* lately, in setting forth "seven distinct classes of females who may trade in their own right in the metropolis," has committed itself to a "vague statement" calculated to "mislead innocent parties" by stating one of such classes to be "the wives of parties resident in London." It is very possible that many Londoners (we use the term in its widest sense) after reading our contemporary's paragraph, will carry away with them the belief that the "custom of London" as to the separate trading of married women is of far wider scope than it really is, imagining that they have our authority for believing so. We must, therefore, point out that we have made no such statement as that attributed to us. The misconception has probably arisen from an incorrect quotation or imperfect comprehension of a portion of an article recently published by us on the separate trading of married women generally (*ante* p. 170). We commenced by enumerating seven cases in which a married woman may carry on a trade or business; the enumeration extending over the whole range of English law and not being restricted to trading "in the metropolis." For instance, (1) as the agent of her husband; (2) where the husband is *civiliter mortuus*; (5) under a protection-order obtained pursuant to 20 & 21 Vict. c. 85. The third case was that of a married woman trading within the city of London. The reader who perused the recapitulation in question will be in no danger of mistaking this short note of the existence of a custom for a statement of what the custom is in detail.

In the *Liber Albus* the custom is set out as follows :—

"Where a *feme*, covert of a husband, useth any craft in the said city on her sole account, whereof the husband meddleth nothing, such a woman shall be charged as a *feme sole* concerning everything that toucheth the craft, and if the husband and wife be impleaded, in such a case the wife shall plead as a *feme sole*; and if she be condemned she shall be committed to prison until she has made satisfaction, and the husband and his goods shall not, in such a case, be charged or impeached."

This procedure can only be adopted in the City courts, though under certain circumstances the custom may be pleaded in the Superior Courts at Westminster; and on an

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action against the wife, the husband must be joined, although if judgment be given against them, execution will only go against the wife or her goods (*Beard* v. *Webb*, 3 B. & P. 93). It appears also (Bacon's Abr., Tit. Custom) that to be within the custom the woman must be the wife of a freeman. This requirement is not mentioned in many of the cases on the subject; it would probably be assumed without mention that this custom of a city related only to the wives of citizens, *i.e.*, of freemen of the City.

Paragraphs are copied from one newspaper into another *ad infinitum*; we therefore make these remarks on a plain subject, to remove any possibility of further misapprehension. That there should have been any misapprehension at all, is an instance of the errors to which writers are liable when they separate a passage from its context, more especially when the subject is unfamiliar.

THE LAST MAIL FROM INDIA brings a rumour of a reduction, which is contemplated, in the number of the judges of the Indian High Courts, the total number of whom will be reduced by eight. Whether this reduction will impair the efficiency of the Indian High Courts or not it is difficult to foresee. The present number of High Court judges is, except in Bengal, by no means near the maximum limit enforced by 24 & 25 Vict. c. 104. Indeed, very soon after the High Courts were constituted by that Act it became necessary to increase the numerical strength of the Bench. By the 1st section of 24 & 25 Vict. c. 104, the Act for establishing High Courts of Judicature in India, her Majesty was empowered by letters patent to establish High Courts at Fort William in Bengal, at Madras and Bombay. By the 2nd section these high courts are respectively to consist of a chief justice and not more than fifteen judges selected from such persons as in the section mentioned. By the 16th section her Majesty is empowered to establish a High Court in and for any portion of her Majesty's dominions in India not included within the limits of the local jurisdiction of another High Court, to consist of a chief justice and such number of other judges as may be expedient. Under this last section High Courts have been established for the north western provinces.

In the presidency of Bengal, although originally little more than two-thirds of that number were appointed, there are now thirteen judges of the High Court.

As to the other presidencies Bombay will serve as an example. There, although the Act was passed in August, 1861, the High Court was not erected until the 26th day of June, 1862, when letters patent were issued for that purpose, and the court was ordained to consist, until further provision, of a chief justice and six judges, but the number was, on the 6th of July, 1863, increased to a chief justice and seven judges. Considering the multifarious jurisdiction of the High Court at Bombay the present number of judges does not seem too great, and perhaps the same may be said of the High Courts at Calcutta. Of course the motive of the reduction is economy, but economy at the expense of efficiency is not to be thought of in legal matters.

THE DIRECTORS of the London, Brighton, and South Coast Railway Company among other reasons for not paying a dividend, state, apropos of their costly New Cross accident, that a class of men has sprung up in the legal and medical professions, who make a trade of railway accidents and initiate and foster expensive litigation, making the system one of organised extortion. We have no intention of denying that gross claims are too often made, and with too much success, upon railway companies; but we do not know that the class who foster expensive litigation in the way above-mentioned are any worse than the medical men occasionally appearing as having been employed by railway companies to visit presumptive claimants and cajole them into a compromise.

OUR LAWYERS.

A foreigner, after glancing over the correspondence columns of our last few issues, would perhaps imagine the attorneys and solicitors' side of the legal profession to be in the winter of their discontent at their professional position. One murmur, however, does not make such a figurative winter, any more than one swallow makes an actual summer; and there is little hardihood in asserting that the mass of both branches of the law are perfectly content to remain in their present positions relatively to each other. Certainly one or two of the "murmurs" which we have been the means of transmitting to the world have passed considerably beyond the limits of a gentle *susurrus*. The topic of "amalgamation" between bar and solicitor is not a new one, but some of our late correspondents have introduced into it a new element which, to borrow a well-known Hibernicism, we are sorry to welcome. They write in a spirit of grumbling hostility to the bar, which, we are happy to say, is new to the amalgamation controversy. Hitherto it has been one of the attributes of the present system that bar and solicitors have co-operated with cordiality; indeed, the moment the two branches ceased to meet each other cordially in the discharge of their separate but kindred functions it would be no longer possible for them to get through their joint labours. We can discern no causes which should tend to disturb such cordiality, and have not as yet observed anything leading us to conclude that it has ceased to be the sentiment of each branch towards the other. The tone adopted by some of our late correspondents indicates of itself that they are advancing a position not shared by their professional brethren.

One gentleman speaks of the bar as "delighting to run down" the other branch, an assertion which it is needless to refute. We notice it, however, because we regard it as underlying an idea, not common, but which we have heard broached, that solicitors are regarded with strong aversion by the public generally, and that this is attributable to their position relative to the bar. In the first place the unpopularity of lawyers may be, and often is, excessively exaggerated. There are many stock jokes about the lawyer's cunning, his rapacity, his readiness to pocket his six-and-eightpence or his guinea as the case may be, but no one would seriously advance their existence as a proof that lawyers are held in low public estimation. A joke against a lawyer made in a drama will often "bring down the house;" all these things prove simply that the English nation likes its jokes, and the lawyers are good tempered enough not to mind them. Parsons and doctors and scores of others come in for similar witticisms, but we should no sooner think of attaching any serious weight to such a phenomenon than of arguing, on the strength of a certain employment of the word "cabbage," that dishonesty is popularly attributed to tailors. We glance frequently over the pages of various medical journals, but we do not find that the "general practitioners" take to heart the popular witticisms which describe them as making fortunes out of bread pills. Granted that lawyers are grumbled at more than those who purvey other wares to the public, the fact does not prove that the public holds lawyers in low estimation; it arises from the dislike which people have to paying money for no tangible or immediate advantage. If a man buys a coat, he has before him, or rather on his back, that for which he paid his money. Even that grand inquisitor, the dentist, does something tangible for his money, while the lawyer has done in nine cases out of ten nothing which the client can understand. People grumble at there being any law business which they cannot transact for themselves; add to this that no litigant ever believes that the failure of his case has been due to its own weakness, and you have accounted for an amount of grumbling which may sound loud but which means very little. The lawyer who hears most of it is *ex necessitate*, the one with whom the litigant comes into

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direct contact, the solicitor; and finding that his clients, by trusting and employing him, show that they continue to regard him as a man of integrity, he passes it by with at most a good-humoured shrug. It has probably occurred to but few solicitors to take it to heart and ascribe it to a degraded social position attributable to exclusion from advocacy in the superior courts.

So far as the interests of the sister branches are concerned, the question now raised lies between a complete fusion, or none. Mr. Saunders, in his paper, lately printed by us, while arguing that attorneys should be permitted to argue in the superior courts and barristers allowed to see original clients, seems, if we understand him rightly, to treat the matter as total gain to the solicitors and a total loss to the bar. But such an alteration, if made, would result in simply this—that solicitor and counsel would be one; all barristers would be solicitors, and all solicitors would be barristers.

The real question is, whether it is to the interest of the public that there should be this amalgamation. Would the work be better done if the distinction were abolished? There is an *â priori* consideration, which, so far as it goes, is a reason in favour of the present system, and that arises from the fact that we as a nation have *gravitated* into separation of lawyers into counsel and solicitors. The present system is the result of no one legislative enactment; it took place silently and gradually in the course of practice, and that the separation should have so taken place is a strong reason for conceiving that it was found to be practically convenient.

Quitting the *â priori* consideration, the present separation of functions is convenient as a division of labour, and this is, and is conceded to be, the backbone of the question. As to this, the distinction at present is not only between the solicitor and the advocate—between the producer of the case and the mouthpiece by which it is to be hurled at judge or jury; the distinction between the expert in the theory of law and the expert in the details of its practice, is still more important. No man can be both, and be advocate as well. It is said that after amalgamation, there will still be this division of labour, by means of what may be called the partnership system, which really amounts to saying that the same want will be provided for in a less definite and more irregular way. Why then take away the present provision? Nor can we see our way to believing that under what may be called the system of partnerships, the work would be as well done as now. As is now the case in America, there would be in each firm a member doing the work which the solicitor, town or country, does now; and there would be also the theory-of-law member who would argue points of law, and advise upon theoretical questions; possibly, many firms would also possess the advocate member, devoting his attention to cases in which mere rhetoric was relied on to gain a verdict. It seems to us that the clients' interests stand a far better chance now, when the solicitor, after taking his instructions personally, can go into the open bar-market and employ whom he thinks most trustworthy to advise or to argue, than they would stand if, as would practically be the case, it were a matter of course that after Mr. A., whom we may call the solicitor partner, had had his conversations with the client, Mr. B., the other partner, should be entrusted with the brief or the case for opinion.

As to the argument that cases would be best argued by lawyers who had been in personal communication with the client, we demur to it unreservedly. In the first place, while days contain only twenty-four hours a-piece, it is quite one man's business to see clients, gently repress their prolixity, and extract from them the material to be worked upon, and quite another's to work up that material into an argument or an opinion. In the second place, we believe it to be a great mistake to suppose that it is an advantage to the advocate to have a personal knowledge of his client's case. He should know and appreciate, not all that there is to be known about the circumstances, but all that will be weighed by the Court or jury. As long as there are rules of evidence, there will be in every case, that by which the mind of the client himself or his partisan, or even anyone merely interested from personal contact with the facts, will be coloured, more or less unconsciously, but which is no part of the "case" as judge or jury will view it, and which the unsympathetic advocate, unbiassed by any such contact, has no difficulty in at once disregarding. The same to a lesser degree applies to cases for advice. We grant that there are occasionally cases in which an interview between counsel and the lay client is advisable; but in such cases there can always be, and usually is, a conference between the three.

America is cited as an instance of the success of the proposed amalgamation, but if our readers read as many American law newspapers as we do they would not incline to lay much stress on this instance. It is true the partnership system works there, but the results are inferior to our own. American lawyers do many things which are not done over here; for instance they advertise themselves in the newspapers, though we do not say that that results directly from the partnership system. The relation between the English bar and their clients is a singular one, but it is one which has worked well, and there is no reason why it should not continue to do so.

"LEGALISED CONFISCATION."

The land-law of the sister island is just now a popular topic, but the reader who anticipates from the present article an entertaining discussion garnished with any of the popular shibboleths will be sadly disappointed. We are only going to draw attention to an Irish litigation of a singularly unfortunate description—quite as important as anything that has been printed for the last six months on fixity of tenure or the reverse.

Some time since there appeared in the Irish papers a letter from a Mr. Newton, the solicitor or agent of the Earl of Lanesborough, headed "The Magic of Red Paint." The story told in that letter may be shortly stated as follows:—Some time since a Mr. Tottenham's estate was sold in the Landed Estates Court, and a Mrs. Reilly purchased lot 28. This lot was accurately described as to abuttals, and otherwise, in the particulars of sale, and rightly stated to contain 16a. 3r. 26p. Abutting on this lot was a piece of waste ground belonging to Lord Lanesborough, containing about 1r. 21p., which was, however, of some value for frontage, as it abutted on the public street of the town of Newtownbutler. The map attached, and the rental published by the court, and which are submitted to the inspection of adjoining owners, rightly showed Lord Lanesborough's boundary, and that being so, his agents troubled themselves no more about it. The conveyance to Mrs. Reilly rightly described the parcels as containing 16a. 3r. 26p., and it was not disputed that she bid and paid for this quantity, and no more. By a mistake, however, of the draftsman employed by the Board of Works to prepare the map attached to this deed (which forms part of the description of the parcels), the red colour, which was used to specify the land conveyed, was extended over the 1r. 21p. of Lord Lanesborough's land, so that while the body of the deed described the parcels as containing 16a. 3r. 26p., the map showed them as containing 17a. 1r. 7p.

Some two years after the date of the conveyance to her Mrs. Reilly took possession of and attempted to enclose this extra piece of land, whereupon Lord Lanesborough brought an action of trespass against her, but at the trial Monahan, C.J., directed the jury that the map was conclusive evidence of what had been sold by the Landed Estates Court, and that the defendant had a Parliamentary title to this disputed land; and this ruling was upheld by the Court of Common Pleas.

Lord Lanesborough thereupon applied to the Landed Estates Court itself to correct its own error, and reform

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its conveyance by taking away from Mrs. Reilly that which it had never meant to give her, and she had never intended to purchase; and Lynch, J., thereupon made an order directing Mrs. Reilly to bring the deed into court to be reformed, and to convey the extra piece of land back to Lord Lanesborough; but on appeal this order was reversed.

We confess that when we read this story in the papers we had some doubts whether the writer had not kept back some facts, which might have seemed to him not to be material, upon which the Court might have found negligence or acquiescence on the part of Lord Lanesborough, or some other special ground for sustaining the map in question; and we waited, with some anxiety, to hear the other side of the case. The case has, however, been reported in the current number of the *Irish Reports*,* and it appears from the report that the writer told "an ower true tale," and the extra information afforded by the report seems to us to make this travesty of justice even more glaring.

It appears that neither Mrs. Reilly nor her solicitor had the least idea that the premises in question were being conveyed to her, and that she did not find it out till nearly two years after the date of the sale, and that the error, such as it was, was the error of the officers of the court, and of them only. The order of the court below, indeed, recited that the carriage of procuring the map had been intrusted to her, but the Court of Appeal refused to give credit to this recital, stigmatising it as a gross breach of duty on the part of the Court, if true, and stating that it did not appear to be founded on fact. But then their Lordships went out of their way to declare their opinions, not only that there had been no fraud on the part of the purchaser, which seems to have been proved, but that there were no circumstances connected with the case entitling Lord Lanesborough, as against the purchaser, to relief in a Court of Equity, a point on which we beg most distinctly to differ from their Lordships.

The judgment of Lord Chancellor O'Hagan went so far as this, that no matter under what circumstances a purchaser has, without personal fraud or express trust, obtained a conveyance from the Landed Estates Court, no equity can exist to fasten a trust upon that purchaser's conscience; and though Lord Justice Christian does not lay down the law quite so broadly as this, what he does say is equally opposed as well to natural justice as to the recognised doctrines of our Courts of Equity. The judgment of the learned Lord Justice is very Irish; it is throughout a furious indictment of the Act constituting the court, which he describes as "a special tribunal, with power hitherto unknown to the law, and especially shocking to the prepossessions of the British jurist." The measure itself he characterises as "prodigious," and quotes, with evident approbation, the opinions of those who describe it as "revolution—confiscation—a new Cromwellian settlement—*experimentum in corpore vili*—insult, which no Government could dare to offer to any other part of the Empire, nor even to this, if men of might or authority were in its high places;" and he then, as if expressly for the purpose of exposing the Act to odium, proceeds, as it seems to us, to push it to a length, certainly not required, probably not even warranted, by its terms. This purpose indeed, seems not indistinctly shadowed forth in the concluding words of the introduction to his judgment. After the passage to which we have already referred his Lordship states shortly the history of the legislation on the subject, and then proceeds in these words:—"To apply to cases of individual grievance, wrought in the working of such an engine as I have sketched, sentiments and language which might have been appropriate if confiscation had not been legalized, and to do so for the sake of setting up a jurisdiction for the redress of such grievances, though the distinctive policy of the measure required that, if unhappily permitted to occur, they should be absolutely irremediable, is simply to blind oneself alike to the legislation and to the history of the period.

"The present case brings out in strong relief the features of what I have ventured to designate as *legalised confiscation*."

After stating the facts of the case to the effect already mentioned, his Lordship proceeds: "Under these circumstances two questions present themselves; one of great magnitude—the other comparatively a small one. The first is this. Is it within the competency of any Court of Equity in the Empire, up to the House of Lords, to oblige the purchaser to part with what the judgment of the Common Pleas tells us her conveyance has vested in her; and to do so upon the ground of mistake or miscarriage in the Estates Court proceedings which led up to that conveyance? The second and lesser question is: supposing the first to be answered in the affirmative, is the Estates Court itself one of those to which such jurisdiction belongs?" and after a most careful examination of the well-known case of *Errington* v. *Rorke* (7 H. L. 617), he answers both the questions in the negative; the first "with reserve;" the other, on which he says he "desires to rest his judgment," with confidence.

We venture to submit, with unfeigned respect for so high an authority, that this last is the only portion of these proceedings which is sustainable in principle, or governed by decision. It cannot, we think, be denied that the decision of the same court in *Re Walsh's Estate* (15 W. R. 1115, I. R. 1 Eq. 399) is completely on all fours with this case; and we are not disposed in any manner to cavil at that decision. That, however, goes no farther than this; that once the Landed Estate Court has executed and issued the conveyance it is *functa officio* in respect of the land, and can no more recall and amend its conveyance, however inaccurate, than any other grantor could do of his own unsupported authority, if he had unwittingly put his hand to a larger grant than he had intended. *In Re Collis's Estate* (14 Ir. Ch. 511) seems to show that so long as the deed remains in the possession of the court, not actually delivered over to the purchaser, the court retains jurisdiction to rectify it; and *In Re Goold* (2 Ir. Jur. N. S. 387) contains a *dictum* of Chief Commissioner Martley to the same effect. But it may now be taken as settled, in the words of the late Baron Greene,† that "so long as the process of selling is *in fieri* their jurisdiction, (*i. e.*,—of judges of this court) exists; but the moment that process is ended by the conveyance, they are *functi officio*." We agree, therefore, that Judge Lynch had no jurisdiction to make the order appealed from, and that the Court of Appeal was bound to discharge it; and this whether the policy of establishing this court was, as the Lord Chancellor seems to think, "wise and beneficial," or, as the Lord Justice not obscurely intimates, "a mistake and an anachronism"—"a wholly indefensible anomaly," one of the worst instances of confiscation that has ever disgraced British legislation, "even for Ireland."

But when we have said this, we have said all that we can in favour of this case; it seems to us to have miscarried in every other particular. Of the *morale* of the question, as regards the conduct of the purchaser, we need hardly speak; it will be sufficient to quote the following passage from the judgment of Lynch J., which seems to us to disclose the true ground on which this case is distinguishable from all the cases which have preceded it. His Honour says† :—Mrs. Reilly being herself in possession of the property purchased, no act was required to be done beyond executing the conveyance, and, therefore, no act was done that could be the least notice to Lord Lanesborough of the fact that part of his estate was wrongly conveyed with a Parliamentary title binding him. Mrs. Reilly, by her own acount, found subsequently

* I. R. 3 Eq. 528.

* 6 Ir. C. L. 302. † I. R., 2 Eq. 381.

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that her map, in excess of the property purchased, gave her a bit of the adjoining estate. She pretends no honest right to this property; she does not even insinuate that she ever believed that it was right for her to get it. Instead of honestly asking herself—"What right have I to get and keep my neighbour's property," she goes to a lawyer to be advised if she can keep property filched from an adjoining owner by the oversight of the officer who made a mere scrivenery mistake in carrying out the contract of the completion, of which her solicitor had the carriage."

These facts—and they are not denied or explained—would, we think, be amply sufficient to show that a bill to have the purchaser declared a trustee of this land for the deprived owner, and for a conveyance thereof to him, would lie, and ought to be successful; so that, if Lord Lanesborough had taken, or were now to take, that course, the Court of Chancery would be found both able and willing to redress the wrong. Of course, in the face of the *dicta* contained in the judgments delivered in this case, Lord Lanesborough could not be advised to file such a bill, unless he was determined, if necessary, to carry the case to the House of Lords.

The distinction between this case and that of *Errington* v. *Rorke*, the late case of *Power* v. *Reeves* (10 H. L. 645), and the other cases in which an innocent owner has, without any negligence on his part, been deprived of his property by the error, haste, or carelessness, of the Encumbered Estates Commissioners or their subordinates, (and we have known of several such cases, though none where the error was of any great magnitude,) lies in this—that in all the prior cases the case of the purchaser was as completely *bonâ fide* as that of the owner, and thus the very case arose to which the Act was intended to apply—viz., a *bonâ fide* purchase of a bad title for valuable consideration without notice. The very object of the Act was to make such titles good, and we agree that, although the mistake in his case bore far more oppressively on the defendant in *Errington* v. *Rorke* than the mistake here does on Lord Lanesborough, he was utterly without redress; because Errington had *bonâ fide* bought and paid for, and obtained a statutory conveyance of, his land without notice of his claim. How does that apply to a case where the purchaser never bought or paid for the land at all? If, indeed, Mrs. Reilly had sold this land to a *bonâ fide* purchaser without notice a different question would have arisen, but how any man, above all any man so conversant with equity as Lord Justice Christian, could suppose that any Court of Equity would hesitate, if not to rectify the conveyance on the ground of mistake, at any rate to fix her with a trust for the true owner, passes our comprehension. We grant that there was (at least, except in persisting in such a claim) no fraud, legal or moral, in the case; but mistake is just as good a ground of equity as fraud, and in this case the mistake was admitted, and was—what did not exist in any of the cases relied on—common to *all* the parties.

But further, we cannot help thinking that the judgment of the Court of Common Pleas was wrong in the first instance. But this leads us into a somewhat lengthy discussion, which we must reserve till next week.

THE BANKRUPTCY RULES.

III.

It remains for us this week to deal with that portion of the new rules which deals with the two kindred subjects of Liquidation by Arrangement and Composition. These two modes of settling matters between a man and his creditors are essentially distinct in character, a broad distinction between them being that the first is only a mode of carrying into effect the leading principles of the Bankruptcy Laws, though without many of the consequences of actual Bankruptcy; while the second is an entire departure from all the principles forming the basis of the Bankruptcy system. It has followed that whenever, under any name, the plan now called Liquidation by Arrangement has been tried, whenever that is to say, there has been a complete *cessio bonorum* on the part of the debtor, the property to be distributed among his creditors as in Bankruptcy, no great difficulty has been found in the working. But, as most of our readers know but too well, the working of any system of composition arrangements has hitherto been extremely difficult in execution and eminently unsatisfactory in result. We greatly fear that the provisions of the new Act will meet with pretty much the same fate as their predecessors.

Our readers are no doubt acquainted with the scheme of liquidation by arrangement, the outline of which was sketched out by the Act. It provided that, instead of being necessarily thrown into the Court of Bankruptcy, an insolvent debtor might call a meeting of his creditors, at which, by special resolution, it might be resolved to liquidate his affairs by arrangement, a special resolution being a resolution supported by a majority in number and three fourths in value *of the creditors present, personally or by proxy, at the meeting*, creditors for not more than ten pounds being counted in estimating the majority in value but not the majority in number. A trustee and inspector might likewise be appointed. The resolution and a statement of assets and liabilities were to be registered, the registrar having first satisfied himself that all had been done duly as the law required. The property was thereupon to be distributed in the same way, and the trustee to have the same powers, as in bankruptcy. But no discharge of the debtor is to follow as of course from these proceedings; it can only be granted by a further special resolution of the creditors. This is, in short, a bankruptcy without a discharge of the debtor, except by the will of the creditors. Such a system in the hands of hostile creditors would probably prove decidedly less favourable to a debtor than an ordinary bankruptcy, while in the hands of easy and friendly creditors it would be very apt to be otherwise. Everything therefore depends upon the constitution of the meeting of creditors by which the necessary special resolutions are to be passed,—that is the key to the whole position; for the majority by which everything is to be decided is to be of the creditors present or represented, not of the whole body of creditors. It is as to this point that everybody will look with most anxiety to the Rules. The effect of the Rules upon this subject is this:—The proceedings are to commence by the debtors' filing a petition for liquidation in the Court which would have had jurisdiction over him in case of bankruptcy. A general meeting is to be held within a month, to be summoned in a special way. The debtor is to deliver to the registrar a written request to issue the notices together with the notices themselves which are to be issued. He must also deliver a list of creditors; and the registrar is to take care that this list and the notices correspond, and then to issue the notices by post fourteen days before the meeting. Notice is also to be published in the *Gazette*. There is provision made for rectifying the list if any omission has occurred; but we find no provision requiring the list to be sworn to by the debtor, nor any provision for remedying any injustice done if a creditor be omitted from the list, and so have no opportunity of being heard till after the first general meeting. By sec. 127 of the Act the registration of a special resolution is, in the absence of fraud, to be conclusive evidence of all the statutory requisites having been complied with. Nothing but experience can decide positively whether these provisions are sufficient to prevent the packing of the first meeting of creditors by omitting to give notice to some of the creditors. But probably in the case of liquidation, where the whole property is to be distributed, and the chance of any benefit to the bankrupt and therefore the temptation to fraud, so slight, they may prove to be so.

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A far more serious matter has to be dealt with when we come to composition arrangements. Composition deeds, the litigation to which they have given rise, and the frauds perpetrated under cover of them, have been the opprobrium of the Bankrupt Laws hitherto in force. Now, for the first time, we are in a position to form some idea as to how far the new system will remedy those evils. The matter has of course to be looked to the more closely, because a composition arrangement is the hope of every fraudulent or reckless debtor; and the inducements to fraud, and the probability that frauds will be attempted in respect to composition arrangements, are enormously strong.

Under the system in force until the beginning of the year, such arrangements were made by deed, which deed was to be assented to by a fixed majority in number and value of all the creditors, and then registered and *Gazetted*. It thereupon became binding upon all creditors. No creditor could effectually assent till he had proved his debt, and with the deed a list of creditors had to be deposited. But the fatal vice of the system lay in the privacy of the proceedings. Up to the moment of registration no publicity was provided for. The assents of creditors might be obtained, and, in fact, we believe almost always were obtained singly and in private; there was no opportunity for concerted action, no means by which creditors opposed to the arrangement could make their voice heard against it, or test its *bonâ fides*. There was no provision that they should have any notice of it even after its completion, for, of course, a mere notice in the *Gazette* is no real notice to ordinary people; and the first that a creditor often heard of a composition deed was finding it pleaded in answer to an action for his debt. This secresy was probably the main source of all the frauds connected with composition deeds. The vast litigation of which they were the subject turned upon two classes of questions; as to one of which the whole of the litigation might, we think, well have been avoided, while as as to the other, it was, we believe, the almost inevitable consequence of the adoption of the composition system. One large class of decided cases has to do with the external conditions to be complied with to give validity to a deed—the assents of creditors, registration, and so on. Another class has to do with the substance, the actual provisions of the deed itself, their equality, reasonableness, and so on.

Under the new system, where a composition arrangement is contemplated, the proceedings will commence with a petition by the debtor, to be presented as in the case of liquidation by arrangement. This is to be followed by the summoning of a general meeting of creditors, the process being the same which we have already described in the case of liquidation. The main difference, so far, between the two processes is that provided by the Act; that in the case of a composition, the resolution adopting it must be first approved by a majority in number and three-fourths in value of the creditors at one meeting, and afterwards confirmed by a majority in number and value at another. The request for the first meeting, as in the case of liquidation, must be accompanied by the deposit of a list of creditors, and a list of debts and assets must be produced by the debtor at both the first and second meetings. No one is to be at liberty to vote as a creditor without having proved his debt. The question then is, whether these provisions are sufficient to guard against the class of frauds which were so disgracefully common under the older system. On the whole, we are inclined to think that they will be found far better than the former state of things. It would not be difficult to suggest weak points in the armour, points at which an ingenious and dishonest debtor might find room for fraud; but we think the Rules will practically secure, either that all creditors shall have notice of the meeting at which the composition resolution is to be adopted and confirmed, and so shall have an opportunity of making themselves heard against it; or else that, if any creditors are omitted, they shall not be bound by the arrangement; for only creditors mentioned in the list presented by the debtor at the meeting of creditors will be affected by the composition.

The next defect, as we pointed out, in the old system was the amount of wholly unnecessary litigation upon questions affecting merely the formal requisites of deeds of arrangement. As to this, it is plainly desirable that all questions of such a nature, which are generally questions of fact easily decided by a very little inquiry, should be disposed of once for all at an early stage of the proceedings. The 127th section of the Act enacts that the registration of the extraordinary resolution for the acceptance of a composition shall, in the absence of fraud, be conclusive evidence that the resolution was duly passed, and all the requisitions of the Act in respect of it complied with. But the registrar before registering the resolution is to make inquiry whether it has been duly passed, and may hear any creditor who has given notice of his desire to be heard. Of course, it is of all things the most dangerous to venture a prophecy as to the way in which the the courts will construe any provision of an Act of Parliament, and especially a Bankruptcy Act. But probably the result of the section we have quoted will be, that all matters relating to the sufficiency of the assents and all kindred questions will be tried once for all by the registrar, and finally concluded by registration. And, though the registrar's investigations are not likely in general, we fear, to be very profound or searching, and many resolutions will probably be registered which ought not to be so, we believe that this change will be of great service. It is an evil that any irregularity should be allowed, or any provision evaded with impunity. But the risk of this is nothing compared with the scandal of having judges and jurors, and counsel and attorneys, and witnesses spending long days inquiring, at enormous expense, whether the assents of creditors were all right in form, and whether the total debts were a thousand pounds, so as to make the majority sufficient, or a thousand and fifty, so as to invalidate the arrangement; and having this repeated as many times over as there were debts to be sued for.

The other and more serious class of litigation which used to arise under the old Act was upon questions affecting not the form of the arrangement or the mode of entering into it, but the actual terms of the arrangement itself. How, then, will it be with regard to such questions under the new Act? As to this, when we remember the course taken by judges in working the Act of 1861; the infirmities of judgment, of will and of temper which they showed; the narrow, rigid, and actually hostile spirit in which they dealt with the Act for the first few years of its life, and the liberal and friendly spirit with which they afterwards treated it; the studious effort at first to confine its operation within the narrowest possible limits, and afterwards to extend it as widely as possible—when we remember all this we shall certainly not venture to prophesy with any confidence what they may think fit to do with the new Act; we can speak only with much hesitation. Under the Act of 1861 the judges held, and we think rightly, that they could not give effect to a deed as against non-assenting creditors unless it were for the equal benefit of all the creditors. The new Act says merely that the requisite majority may agree to accept a composition in satisfaction of their debts, which agreement shall be binding upon all the creditors named in the debtor's list. If then the judges apply the same reasoning to this Act as to the old Act, they will still insist upon equality. And all the objections on the score of inequality which could arise under the old system will arise under the new. But under the Act of 1861 the judges went further; they insisted that the provisions of a deed should not only be equal, but that they should also be reasonable. After seven or eight years' reflection they found out that this was all nonsense. Now and then the spirit of mischief revived, the recollection of the

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keen enjoyment they had once found in playing football with Lord Westbury's Act recurred, and some judge again started the notion of unreasonableness. But on the whole the doctrine of reasonableness was rapidly dying, if not absolutely dead, when the act which it concerned was repealed. Will it be revived under the new Act? It is impossible to say. As far as the Act itself is concerned we should be inclined to say, with some confidence, that it would not. But the Rules are a very different matter. The Act merely says that a composition may be accepted in satisfaction. Rule 281 goes further and says that the resolution may provide for embodying the arrangement in a deed with covenants, amongst other things, *for protecting and releasing the debtor*. Now it is one thing to agree to accept a composition in satisfaction of a debt, and another thing to agree to a composition and release the debtor. If, therefore, this rule be not *ultrâ vires*, it goes far beyond the Act. But we would refer especially to rule 287. By that rule if a compounding debtor be indebted severally, and also jointly with some one else, the statutory majority is to be a majority of the whole of the joint and several debtors taken together; but the terms agreed to as to the joint and several debts need not be the same; they may provide for a composition on the separate debts and leave the joint debts unaffected. If this be taken without qualification, there is nothing to prevent a majority composed wholly of joint creditors arranging that a composition of a shilling in the pound shall be paid to the separate creditors, while their own joint debts remain unaffected. How is it possible then to avoid inquiring into the reasonableness or propriety of the arrangement come to?

On the whole it seems to us that there is likely to arise as much litigation upon the composition clause of the new Act as there was upon section 192 of the previous Act. But as we have said, much depends upon the spirit in which the judges are found to deal with the new Act, which, after the experience of the last eight years, we dare not attempt to foretell.

RECENT DECISIONS.

EQUITY.

GROUND FOR WINDING-UP.

Re European Assurance Company, V.C.J., 18 W. R. 9.

We commented on this case so fully at the date of the judgment (13 S. J. 996), that we now need only recapitulate the main features of the decision, which is an instructive one as to shareholders' petitions to wind up.

Imprimis there is a minor point not noticed in the reports which deserves a passing notice. The case decides that where the deed of settlement of a company contains a proviso that the company shall not seek to dissolve itself till certain meetings shall have been held, even a shareholder who has actually executed the deed is not precluded from seeking the aid of the general law before the proceedings in question have been taken. Therefore if articles of association contain a similar provision, any shareholder, even a promoter who signed the articles, may yet present a winding-up petition without waiting for any meetings. But we apprehend that a petition by the *company* would be premature.

The Court may by section 79 of the Act of 1862, wind up any company when the company has been proved "unable to pay its debts." A company is, by section 80, to be considered unable to pay its debts whenever it has made one of certain specified defaults, or whenever the Court considers that upon the evidence it has been proved unable to pay its debts. In addition to this the company may be wound up whenever the Court considers it "just and equitable" that it should be so. And *Spackman's case* (1 M'N. & G. 170), rules that this addition means something *ejusdem generis* with the other tests, and it may be taken to mean the other tests repeated, but with considerable latitude of discretion to dispense with the strictness of their requirements. The word "debts" in the clauses relating to actual defaults refers of course, to debts actually accrued due; "debts" in the general phrase, "unable to pay," includes liabilities of all kinds, whether actually present demands or future or contingent liabilities. And, therefore, in considering whether the evidence shows a company unable to pay its debts, the Court takes every liability of every sort into consideration. In the case of an insurance company, Vice-Chancellor James tells us the Court considers whether or not on that particular day the assets cover those liabilities. But the Court has nothing to do with the direction in which the company's affairs are going: it has nothing to do with the question whether, transacting its business as the company now transacts it, it is likely to be solvent a few months hence; and still less to do with any question as to liabilities under future contracts or policies, which may be anticipated to be undertaken if the course of its business be continued.

In reckoning up the amount of a company's assets the Court will count the uncalled or unpaid capital; and will also, we imagine, be prepared to go into evidence tending to show that the full amount unpaid cannot be realised. The latter view is reasonable; it is not inconsistent with the remarks of Lord Cottenham in *Spackman's case*, and seems expressly contemplated by Vice-Chancellor James in the case before us. But the Court would probably require conclusive evidence as to shareholders' inability to pay before it would consent to estimate the unpaid capital at less than its nominal figure, and Vice-Chancellor James declined to take any notice of the fact that a recent call had realised only in the proportion of five to seven.

COMMON LAW.

APPEARANCE BY DEFENDANT "IN PERSON"—COMMON LAW PROCEDURE ACT, 1852, s. 31—APPEARANCE ENTERED BY AGENT NOT AN ATTORNEY—PRACTICE.

Oake and Another v. *Moorcroft*, Q. B., 18 W. R. 115.

This case decides that an appearance by a defendant "in person" may be entered in the books kept at the Master's office for entering appearances by any agent of the defendant in the defendant's absence, although such agent is not an attorney. Of course the appearance must be in the defendant's name only, as if he had personally entered the appearance himself; the agent's name cannot appear at all.

This decision will doubtless save trouble in many cases to defendants who defend in person; but it is a somewhat dangerous principle to adopt. The theory which regulates the conduct of legal proceedings at present is, that everyone may conduct his own case in person throughout all its stages (criminal proceedings are no exception to this rule, because a criminal proceeding is between the Sovereign and the accused, and not between the prosecutor and the accused); but if he wish to employ an agent, he must engage the services of those who are allowed by law to act as agents in legal proceedings—viz., attorneys or barristers. The reason of the rule is obvious. Without some such provision there would be a number of agents who had given no guarantee of respectability or fitness for their business, and the whole administration of the law would be likely to suffer if it fell into the hands of such unfit persons.

If the principle of *Oake* v. *Moorcroft* is followed some serious inconvenience may be the result. If a defendant may enter an appearance "in person" by any agent he chooses, he may also take any other step in the action by the same agent, who might practically have the whole conduct of the action as if he were an attorney, only the agent's name would not appear, but only that of the party to the suit. This would, of course, apply to plaintiffs as well as to defendants, and might, as we have said, become excessively inconvenient.

It is possible that the principle of this decision might be restricted to the case of entering an appearance only,

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and, if so, no doubt little or no harm is likely to ensue. If, however, the principle is to be thus restricted, was it wise to adopt it at all? There is good ground for thinking that a contrary decision would have been better, although it might have caused inconvenience in that particular case. The safest course is for the officials of the courts to recognise only two classes of persons in the conduct of litigation—viz., the litigants themselves, and the duly authorised attorneys of the litigants.

REVIEWS.

Shelford's Law of Joint-Stock Companies. Containing a Digest of Case Law; the Companies Acts, 1862, 1867, *and other Acts Relating to Joint-Stock Companies; the Orders made under those Acts to Regulate Proceedings in the Court of Chancery and County Courts, and Notes of all Cases Interpreting the above Acts and Orders.* Second Edition, much enlarged, and bringing the Statutes and Cases down to the date of Publication. By DAVID PITCAIRN, M.A., and FRANCIS LAW LATHAM, B.A., Esqs., Barristers-at-Law. London: Butterworths. 1870.

The former edition of Shelford on Joint-Stock Companies was published six years ago. Since that time the Companies Act, 1867, has supplemented the Act of 1862, and the case law on the subject has been fixed and crystallised by decision after decision to a really extraordinary extent. For instance; the *Overend & Gurney* and *Reese River* and other cases have established a sharply defined rule as to the position of duped shareholders with regard to the companies creditors; another class of cases has made intelligible, so far as anything hinging on an absurd section can be made intelligible, the law as between transferors and transferees in face of a winding-up. *Grissell* v. *Bristowe*, *Coles* v. *Bristowe, et id genus omne*, have cleared up all questions as between vendors, purchasers, and stock-brokers or jobbers; and an almost countless efflux of decisions has defined rules as to when the Court will or will not compel a winding-up, regulated details of practice as to liquidation, &c., &c. In short since the last edition almost a new law had come into existence. Shelford's Law of Joint-Stock Companies was always considered a useful book, and hence, perhaps, the present new edition. In point of fact, however, the work is little more than nominally a second edition. The editors have had so large a mass of new law to deal with that the result is really the *editio princeps* of a new work.

The work consists of two parts. First an original account of the law of joint-stock companies, in seven chapters, headed respectively—(1) Formation and incidental matters; (2) Contracts relating to issue of shares; (3) Management; (4) Personal rights and liabilities of directors; (5) Membership, and status, rights, and liabilities of members; (6) Nature of shares as property; (7) Contracts relating to sale and purchase of shares,—with an introduction; and secondly, the Acts of 1862 and 1867, and all forms, orders, and rules (including such county court rules as have been thought relevant). The material rules of the Stock Exchange are given at the end of chapter seven.

It appears that Mr. Latham, who is known to the profession as the author of a very good little work on window lights, was originally engaged in preparing the present edition of Shelford, but leaving for India when his task was scarcely half finished, the work has been completed by Mr. Pitcairn, on whom, therefore, has rested the main burden.

After a careful examination of this work we are bound to say that we know of no other which surpasses it in two all-important attributes of a law book: first, a clear conception on the part of the author of what he intends to do and how he intends to treat his subject; and secondly, a consistent, laborious and intelligent adherence to his proposed order and method. All decisions are noted and epitomised in their proper places, the practice-decisions in the notes to Acts and Rules, and the remainder in the introductory account or digest. In the digest Mr. Pitcairn goes into everything with original research, and nothing seems to escape him. In epitomising the law as to corporate misrepresentations he comes across an old question which has not been raised in the equity courts for many years, and upon which there was some judicial conflict. We mean the question how far misrepresentations published in *reports*, which, nominally, at any rate, are addressed to the members of the company alone, can be made a ground for avoiding his share contract by a person who, in point of fact, was entrapped by such misrepresentations? In 1866 we ourselves discussed this point at some length, and as there has been no subsequent decision may refer to our then remarks (10 S. J. 806) as containing an exact account of the result of decision on the subject. Mr. Pitcairn's view coincides with ours—viz., that the party deceived by the report would have a right to treat it as a misrepresentation made to him by the company. But it is material to bear in mind that the late Lord Justice Turner considered, in *Nicol's case*, 7 W. R. 217 (which was not reversed on *this* ground), that the mere advertisement of reports in the papers was not to be held a communication of them to the shareholders, a view to which Vice-Chancellor Kindersley reluctantly yielded in *Barrett's case* (13 W. R. 541). With very great deference to the late Lord Justice we cannot for our part subscribe to his view; the fact of his having declared it is, however, a thing to be noted. The reader may accordingly note this at p. 58 of the present work, and he may also note at p. 67, that *Stephenson's case* (16 W. R. 95) decides that successfully defending an action for calls is not a sufficient "proceeding" before winding-up within the meaning of the principle of *Oakes* v. *Turquand* (15 W. R. 1201).

We have added these little notes for the benefit of the reader, and are not to be understood as finding fault with Mr. Pitcairn's digest as imperfect. It is not like too many digests, a mere concatenation of head-notes; on the contrary, the decisions are intelligently epitomised and arranged so as to be, in the words of the preface, "a guide to the practitioner, to enable him to find readily the cases on any particular part of the law," saving him the "unnecessary trouble, so often thrown upon him by text writers, of looking out cases useless to him, which the authors have referred to from some loose analogy, and without notifying their exact bearing." If we might venture an opinion, we should question whether the epitomising has not been pushed a little too far; but we will not assert that this is the case, because the author, having after the labour of analysing deliberately adopted his present plan, is the best judge of its expediency; and when an author has shown great ability in the execution of his work, it is very difficult to say that another method would have been more appropriate. It is enough for us that Mr. Pitcairn's performance is able and exhaustive.

In noting up the practice-decisions to the Acts and Rules the same intelligent care makes itself visible. Thus, to rules 25 and 27 are appended the cases of *Re Trent and Humber Shipbuilding Company* (17 W. R. 181), *Re Herefordshire Banking Company* (15 W. R. 1056), &c., by which the first is explained and the second declared *ultra vires*. Nothing is omitted, and everything is noted at the proper place.

There is an *addenda* in which the latest cases are noted up, including even the *European Assurance Company's Case* (18 W. R. 9).

In conclusion, we have great pleasure in recommending this edition to the practitioner. Whoever possesses it, and keeps it noted up, will be armed on all parts and points of the law of joint-stock companies.

COURTS.

COURT OF BANKRUPTCY.

(Before the CHIEF JUDGE.)

Jan. 13th.—*In re A. M. Crowhurst.*

Bankruptcy Act, 1869, *s.* 17.

In this case, which was mentioned in the *Solicitors' Journal* of the 15th inst., Mr. T. Phelps (solicitor), afterwards applied under the 17th section of the Bankruptcy Act, 1869, for the appointment of one of the registrars of the court to take possession of the property of the bankrupt, who had carried on the business of a dealer in fancy goods. He said it was important in the interest of the creditors that the property should be protected until a trustee had been appointed.

The CHIEF JUDGE made an order in the following terms:—"Upon the application of Mr. Phelps, solicitor for a creditor, petitioning for an adjudication of bankruptcy, and upon reading the affidavit of Alfred Ford sworn the 11th January, 1870, filed with the proceedings in this matter, and upon

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reading the certificate of the court declaring Wm. P. Murray one of the registrars of this court to be the trustee of the property of the said bankrupt: It is ordered that the said Wm. P. Murray do take possession of the said property forthwith."

In these cases it is stated that for the present the registrar will place himself in communication with the official assignee (in London cases), and that the messenger will act under the direction of the official assignee.

Jan. 17.—*In re Merry.*

Bankruptcy Act, 1861, *s.* 192.

Bagley applied for a week's further time to register this deed of composition, which, upon being tendered on the 22nd, was refused registration by reason of the date being written on an erasure. An affidavit was afterwards made stating the circumstances which led to the erasure, and the registrar expressed himself satisfied therewith, but upon the papers being examined, they were discovered to be wrong in form, the deed having been treated as an assignment, and not as a composition deed.

The CHIEF JUDGE granted a week's further time.

Solicitors, *Neal & Philpot.*

Jan. 18.—*In re Arnott.*

Bankruptcy Act, 1869, *ss.* 125 & 126, *rule* 260.

This was an application under the Bankruptcy Act, 1869, ss. 125 & 126, rule 260, for the appointment of a receiver or manager of the estate. The debtor had carried on an extensive business as a silk mercer and linen draper.

Mr. Lawrance (solicitor) for creditors in support of the application.

Mr. Plunkett (solicitor) for the debtor in support.

The CHIEF JUDGE.—I have made several orders in similar cases. With the order there must be an acceptance by the gentleman you have named, Mr. White, as receiver, to bring him regularly within the jurisdiction of the Court. As a matter of practice I should state that accompanying the petition there ought to be a list of orders, and in all such cases I have requested the registrar not to receive any petition unless it is accompanied by a list of the creditors, as this is absolutely necessary, in order that notice may be given.

Solicitors, *Lawrance, Plews, Boyer, and Baker; Plunkett.*

In re Latham.

Rules 50 *and* 260.

Mr. Mote (solicitor) stated that the debtor filed a petition for arrangement on the 12th inst. He now moved under the 260th rule for an order restraining further proceedings in an action pending against the debtor.

The CHIEF JUDGE.—Have you given notice of motion to the plaintiff?

Mr. Mote replied in the negative.

The CHIEF JUDGE.—In this case the 50th rule applies. An action is pending by A. B. against C. D., and C. D. asks for an order staying the proceedings. This cannot be done in the absence of A. B., who is a party affected by the order.

Motion refused.

Jan. 19.—*Re Unwin.*

Mr. William Unwin formerly conducted an extensive practice as a solicitor at Leeds. On his behalf application was now made that the matter of his bankruptcy should be set down to be heard before the Chief Judge. It appeared that the case had been transferred by the order of the Lord Chancellor from the Leeds District Court to the London Court of Bankruptcy; and as it involved features of considerable importance and intricacy, the registrar desired that it should be taken by the Chief Judge.

Reed supported the application, which was unopposed on behalf of the assignees.

The CHIEF JUDGE said that as the registrar wished him to take the case he would do so.

Application granted.

Jan. 20.—*Re Rosser.*

Bankrupt Law Consolidation Act, 1849, *s.* 30—*Bankruptcy Act*, 1861, *ss.* 192, 197, & 198.

The debtor in this case executed, on the 19th June, 1869, a deed of composition with his creditors under section 192 of the Bankruptcy Act, 1861, and on the 24th of the same month the deed was tendered for registration. Afterwards the Chief Registrar issued a certificate of the registration of the deed, signed on his behalf by Mr. C. H. Keene, registrar. It appeared that proceedings were pending in the County Court of Glamorgan, in which a person named Owen was plaintiff, and the debtor one of the defendants, and the debtor had been summoned to attend the county court to be held on Monday next, to show cause why he should not pay the amount of a judgment obtained by the plaintiff, or why he should not be committed. At a former sitting of the Court the learned judge, Mr. T. H. Terrell, ruled that the certificate of the Chief Registrar must be signed by that functionary in person, and he refused to recognise the certificate of one of the other registrars, acting for the Chief Registrar.

Reed now applied in the alternative for an order on the Chief Registrar to issue a fresh certificate signed by himself, or for a rule calling upon Owen, the plaintiff, to show cause why an injunction should not be granted restraining him from taking further proceedings in the action against the debtor. The original certificate was signed in the usual way by Mr. Keene, acting for the Chief Registrar; and it was submitted that under the 30th section of the Bankrupt Law Consolidation Act, 1849, any registrar might act for the Chief Registrar of the court, or for any other registrar thereof. No doubt it might be said that if the county court judge still refused to recognise the certificate of the Chief Registrar, it was open to the debtor to apply for a mandamus, but this would be an expensive course. He contended that, reading the 192nd, 197th, and 198th sections together, it was clear the whole of the parties were under the dominion of the Court, and that if proceedings at law were taken adversely to the debtor without the leave of the Court, the Court had jurisdiction to restrain those proceedings.

THE CHIEF JUDGE.—As to the Chief Registrar signing a certificate which has already been signed by another registrar for him, that is quite out of the question. I cannot entertain the application for one moment. As to the residue of the application, if the county court judge has acted wrongly, the remedy is elsewhere, and the fact that the remedy is expensive does not give me a jurisdiction which I do not possess. The objection that the proceedings have been continued without the leave of the Court of Bankruptcy is an objection which may be taken before the county court judge when the defendant appears on the summons. That is a plain legal question to be submitted to him (his Lordship read the 198th section of the Bankruptcy Act, 1861), and I cannot assume that he will take no notice of that enactment. As the matter now stands, I do not see any necessity for interference. If the parties had come here under the 136th and 197th sections and the question had arisen between them, I might have been enabled to deal with the subject, but the case is not now in that stage, and I cannot doubt that the learned judge will act in accordance with what is plainly the law and his duty. I may say that I know of no instance in which this Court has interfered by injunction. I have no power to grant the injunction, and I see no necessity for interfering with the county court judge. He, doubtless, will pay respect to the plain directions of the Statute, and will give effect to the protection given by an officer having full and proper authority, and which, as it seems to me, is in all respects valid.

Application refused.

Solicitors, *Vizard & Co.*

Re Morgan.

Rule 260.

The question again arose whether in an application under the 260th rule to restrain proceedings against a debtor who had filed a petition for liquidation by arrangement, it was necessary to give notice to the plaintiff.

Mr. Jones (solicitor) mentioned the matter *ex parte*, stating that if the proceedings were continued, the general body of the creditors would suffer, for the plaintiff was in a position to issue execution. This was an exceptional case, and it was submitted that the Court had a discretion in regard to requiring notice.

The CHIEF JUDGE declined to restrain further proceedings without notice to the person to be affected by the order. His Lordship said the debtor should have applied before, the action being brought on a bill of exchange. How could he interfere with the plaintiff's common law rights without hearing him?

The matter will be mentioned again on notice being given.

Solicitors, *Kent & Jones.*

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Nixon and Another v. *Rigg.*

Bankruptcy Act, 1869, *s.* 7—*Debtor's Summons.*

In this case a debtor's summons (the first of its kind) had been issued requiring the alleged debtor to pay a sum of £103, alleged to be due to the plaintiffs. The debtor on the 8th inst. filed an affidavit that he was not indebted to the plaintiffs in a sum sufficient to justify the presentation of a petition for adjudication; but it appeared that on the 19th he paid into the Court of Exchequer, where an action had been brought for the recovery of the plaintiffs' claim, the sum of £56. As to the residue he pleaded "never indebted."

R. Griffiths, for the debtor, asked that the summons should stand over until after the trial of the cause.

Bagley, for the plaintiff.—If that be done the debtor must find security for the balance of debt and costs. Here is a gross abuse of the Act of Parliament. The debtor first of all denies that he is indebted in an amount sufficient to support an adjudication, and then pays £56 into Court.

His Lordship said the debtor must by Monday next find security for £150 to answer the balance of debt and costs. That being done the summons would stand adjourned until after the trial of the cause.

Solicitors, *Parker, Lee & Co; Macarthur & Co.*

APPOINTMENTS.

The Right Hon. Edward Sullivan, the newly appointed Master of the Rolls of Ireland, took his seat on the bench on the 17th of January, in succession to the late Right Hon. J. E. Walsh. The new Master of the Rolls is the eldest son of Edward Sullivan, Esq., of Raglan-road, Dublin, formerly of Mallow. He was born in July, 1822, and was educated at Middleton School, co. Cork, and at Trinity College, Dublin; he there graduated B.A. in 1844, and obtained double-first honours in science and classics. In due course he became a scholar of Dublin University, and was auditor of the College Historical Society in 1845. Mr. Sullivan was called to the Irish Bar in Michaelmas Term, 1848, and was appointed a Queen's Counsel in May, 1858. In 1860, on the promotion of Mr. Fitzgibbon to a mastership in the Irish Court of Chancery, Mr. Sullivan was appointed to succeed him as her Majesty's Third Serjeant-at-Law in Ireland. He was Law Adviser to the Crown in Ireland from 1861 to 1865, and in the former year was elected Bencher of King's Inns, Dublin. In 1865 he entered Parliament as M.P. for Mallow, and in the same year was appointed Solicitor-General for Ireland on Mr. Lawson's promotion to the Attorney-Generalship. He continued in office as Solicitor-General till the retirement of the Russell ministry in 1866. On Mr. Gladstone coming into office as Premier in December, 1868, Mr. Sullivan was selected to fill the post of Attorney-General for Ireland. During the last session of Parliament he took an active share in the debates on the measure for disestablishing the Church of Ireland, and he has also rendered great service in the preparation of the future land bills for that country. The right hon. gentleman married in 1850 Bessie Josephine, daughter of the late Robert Bailey, Esq., of Cork.

Mr. George Webbe Dasent, D.C.L., barrister-at-law, has been appointed by the Government to the post of Civil Service Commissioner. This gentleman was born about the year 1818, and was educated at King's College, London, whence he proceeded to Magdalen Hall, Oxford, where he graduated B.A. in 1840. Mr. Dasent was called to the bar at the Middle Temple in January, 1852, and in November of the same year was admitted an advocate of the College of Doctors of Law. In 1842 he translated from the Norse "The Prose of Younger Edda"; and his translation of "Theophilus Eutychianus, from the original Greek, in Icelandic, Low German, and other languages," appeared in 1845. In 1855 he published "The Norseman in Iceland," which was followed, in 1859, by a translation of "Popular Tales from the Norse, with an Introductory Essay." He has also translated much from German and Icelandic languages. Mr. Dasent is a son-in-law of the late Mr. W. F. A. Delane, and is understood to have been for some years on the editorial staff of the *Times* newspaper. He has also been frequently employed as an examiner in English and the modern foreign languages in connection with the Civil Service appointments.

Mr. Charles Robert Barry, Solicitor-General for Ireland, has been sworn in as Attorney-General, in succession to the Right Hon. Edward Sullivan, appointed Master of the Rolls. The learned gentleman is the eldest son of the late James Barry, Esq., of Dublin, and was born in 1824. He was educated at Trinity College, Dublin, where he graduated B.A. in 1845 and M.A. in 1863. He was called to the Irish Bar in Michaelmas Term, 1845, and was appointed a Queen's Counsel in August, 1859. He was formerly First Crown Prosecutor for Dublin, but was appointed Law Adviser to the Irish Government in 1865, in which year he was returned as M.P. for Dungarvan, retaining his seat till the general election of 1868, when he was unsuccessful. Mr. Barry was nevertheless selected to fill the office of Solicitor-General for Ireland under Mr. Gladstone's Government, which he has occupied without being a member of Parliament. As Attorney-General he will have a seat at the Irish Privy Council. The right hon. gentleman married in 1855 Kate, third daughter of the late John Fitzgerald, Esq., of Dublin, and sister of Mr. Justice Fitzgerald.

Mr. Edward Barry, of the Irish Bar, has been nominated Secretary to the Right Hon. Edward Sullivan, the newly-appointed Master of the Rolls of Ireland. Mr. Barry acted as counsel to Mr. Sullivan when he filled the office of Attorney-General for Ireland.

Mr. Mansfield Parkyns, one of the Official Assignees of the old Court of Bankruptcy, has been appointed by the Lord Chancellor to the office of Controller in Bankruptcy, in pursuance of the provisions of the Act of 1869. Mr. Parkyns was originally Official Assignee of the district court of Exeter, whence he was transferred to the court at London.

Mr. Thomas Llewellyn, solicitor, of Tunstall, Staffordshire, has been appointed Clerk to the Justices of the Burslem and Tunstall divisions, in succession to Mr. J. R. Rose, deceased. Mr. Llewellyn, who was certificated as an Attorney in Hilary Term, 1843, is a member of the local firm of Llewellyn & Hilditch.

Mr. W. Mulholland has been appointed Crown Prosecutor for the county Monaghan, in room of Mr. Hamill, Q.C.

Mr. Sydney Gedge, M.A., of Old Palace-yard, Westminster, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Middlesex, also in and for the city and liberties of Westminster, and the county of Surrey.

Mr. John Wakefield Burrup, of Gloucester, has been appointed a Commissioner to administer oaths in Chancery in England.

GENERAL CORRESPONDENCE.

The Practice of the County Courts.

Sir,—In the three following questions the Judicature Commissioners seek for information on a subject which, I think I shall be able to satisfy you, is of more practical importance than at first sight it may appear to be. They ask:—

"8. In what manner, and according to what system, according to your experience, is the contentious business now separated from the non-contentious business?

"9. What portion of the entire business, whether contentious or not, is now, according to your experience, actually disposed of by the registrars?

"10. Can you suggest any mode by which the contentious small debt business can be effectually separated from the other contentious business, so as to save expense or time to the suitors?"

To understand these questions aright it must be borne in mind that, prior to the year 1867, the registrars of the county courts had no judicial functions to perform. Their duties were purely administrative. They issued the plaints and summonses, they acted as the bankers of the suitors, they entered up the judgments of the Court, and they kept the records. As administrative officers they were chosen for their appointments; as administrative officers they were paid for their services. In 1867, however, the Legislature thought fit to clothe these func-

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tionaries, for the first time, with certain judicial powers, which will be found embodied in the 16th and 17th sections of the Act 30 & 31 Vict. c. 142. Section 16, in substance, enacts that if, in any action on contract, the defendant or his agent does not appear at the hearing, or show good cause for his absence, the registrar may, by leave of the judge, upon proof of the service of the summons, and of the debt being due, enter up judgment for the plaintiff, and have the same power as the judge to order payment by instalments. Section 17 further enacts that where, at the hearing, a defendant or his authorised agent admits the claim, the registrar may, by leave of the judge, settle the terms upon which it is to be paid, and enter up judgment accordingly. Read by the light of these enactments the questions of the Commissioners are tantamount to their asking whether the law, as altered, works well; and here I am bound to express a decided opinion in the negative. Practically the plan can only be worked in one of two ways; for either the registrar must sit alone at the opening of the court, clear off the simpler cases, and then resign his post to the judge, or the judge and the registrar must sit concurrently, either in the same court or in adjoining rooms, and dispose of the list, the one taking the lighter and the other the heavier business. Both these courses are open to grave objections, some applicable to the one, some to the other, and some to each.

One obvious evil is the substitution of an inferior for a superior officer to act as judge. In making this observation I have no wish to speak disparagingly of a meritorious body of men, but I simply assert, what must be admitted by all, that the sixty judges, as a class, are, or most certainly ought to be, more efficient magistrates than their 521 registrars. If it be urged that the registrars are efficient *enough* to discharge the easy functions entrusted to them by the Act, and that to determine whether a debt be due or what its amount may be, whether an agent be duly authorised, or what instalments can be paid by a defendant, a little common sense is alone required, my answer is that common sense is a quality far less common than many persons suppose it to be, and that, in the proper administration of justice, nothing can safely be regarded as easy. It may seem a light matter to fix the amount of a debt, but even here much caution is necessary when the judge can only hear one side, and when, in consequence of the summons not having been personally served on the defendant, his absence can raise no presumption against him. It is astonishing how many men, without being actually dishonest, insert items in their bill of particulars which cannot bear strict investigation. Again, to apportion instalments so that they *can* be met by an honest defendant may appear a task which any ordinary man might perform with credit; but let him try, and he will soon, if he acts conscientiously, be not a little embarrassed in considering the state of the labour market, the price of provisions, the rental of lodgings, the number, health, and age of children, and the skill or strength of the defendant. Yet all these matters are elements in the inquiry, and collectively they soon teach the inquirer, that even with respect to this plain question, it is far easier to decide than to decide rightly. So, the ascertaining whether one person is duly authorised to appear for another is apparently a simple operation, yet I know from experience how readily mistakes are made on this subject. In my own court, to facilitate proceedings, any agent of a defendant is permitted to sign in the presence of one of the clerks a paper admitting the debt, and agreeing to any special mode of payment. The agent then comes into court and acknowledges his handwriting, swearing at the same time that he is authorised to make terms for the defendant. Now, it has happened, not once or twice, but scores of times, that the supposed agents, and especially the wives of the defendants, when narrowly examined in open court, have been obliged to repudiate an agency which they have unscrupulously avowed before the clerk. I am persuaded that this result is owing, not to any inability on the clerk's part to "scrape the conscience" of the witness, but to the different feelings experienced by the witness in the two situations. In the one, he, or more generally she, goes before the clerk in a private room; few people attend to what is going on; no awe is inspired; and the lie, whether direct or circumstantial, comes trippingly on the tongue. But a solemn and audible answer to a solemn question in open court before a "live judge," and an attentive audience is a very different matter—the truth *will* come out, in spite of every effort to conceal it.

This last observation leads naturally to the suggestion of another evil caused by giving judicial powers to the registrars, and that is, the want of publicity which must almost of necessity attend their labours. When the registrar sits instead of the judge, as the cases with which he can deal are of no possible interest "except to those immediately concerned," they will attract no attention, and when he sits concurrently with the judge, the public will naturally avoid the dull routine of the lower court for the livelier atmosphere of the higher. The trials before the judge will alone experience the salutary control of the press, and the proceedings before the registrar will run a serious risk of assuming the character of a hole-and-corner inquiry.

A third objection to the plan is that it has a tendency to set judges above their work, and to foster in them the dangerous error of imagining that "matters of trifling importance" may be "delegated" or "scamped" with impunity. It also encourages the idea in the public mind that the interests of the poorer classes are not regarded by the Legislature as of equal importance with those of their more fortunate neighbours; that men who have pauper doctors to attend them and their families should be satisfied with registrars to try them; that "second-chop" justice, as the Chinese would call it, is good enough for such persons, and that the boasted equality of British law is, after all, a myth, or, like everything else in this mercantile land, is, at least, resolvable into a question of pounds, shillings, and pence.

I have only space in this letter to point out one more objection to the measure; which, however, to my mind, is a very serious one. In the provinces, the registrars usually live in the towns where the courts are held. They occupy the same social position as the medical men, and some of them may possibly owe more than they can *quite* conveniently pay to the local tradespeople. After the Christmas bills have been sent in a reasonable time, a batch of plaints against refractory debtors is brought into the county court by the doctor, the butcher, the baker, the grocer, and the other shopkeepers in the town. These plaints come before the registrar, who has to determine whether the debts be due if the defendants do not appear, and to fix the amount of the instalments, whether the defendants appear or not. Now, under the circumstances just hinted at, is it clear that the scales of justice will be evenly balanced; and, assuming that they are so, is it clear that a censorious public will not *suspect* collusion or favouritism?

A METROPOLITAN COUNTY COURT JUDGE.

THE NEW ALBERT LIFE ASSURANCE COMPANY (LIMITED).

Sir,—As an answer to very numerous letters on the subject of the adopted scheme of reconstruction requiring information, will you permit me to state, through your columns, that the company is formed to carry out the terms of reconstruction of the Albert Life Assurance Company, agreed to at a meeting of policyholders and shareholders held in London on the 8th inst? It is believed that the new company gives to the policyholder in the Albert greater advantages than he can in any other way receive, and that with careful, judicious, and economical management he will ultimately receive the full amount of his policy in the Albert. To the shareholder in the Albert it is his only hope; he may gain but he cannot lose. The first proceeding of the company will be to carry out the terms of recon-

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struction above alluded to, and which may be summed up as follows:—

Policyholders will receive a policy in the new company, without medical re-examination, for the net value of the policy in the Albert, and for the difference between that value and the amount of the old policy he will be given a debenture in the new company, payable out of the net profits, which will not be cancelled by death, unless then fully paid off. He will also have the benefit of his claim upon the assets of the Albert, which, when adjusted and received, will be added to the policy in the new company, the debenture being correspondingly reduced, the claim upon each policy being separately adjusted and credited, and not thrown into hotchpot.

The shareholder will receive a share in this company fully paid up, equal to the amount paid in respect of the Albert; and after the policyholder has been paid or provided for out of the profits of the new company or the assets of the Albert, the shareholder will be entitled to 20 per cent. of the net profits of the company.

Policyholders, as well as shareholders, will be entitled to attend all meetings of the company, and policyholders for £500 each and shareholders for £250 each will be eligible as directors. The new company will also seek to adjust the affairs of those companies amalgamated with the Albert, and avert, if possible, the great delay, litigation, and expense attending a compulsory winding up of those companies. It will also undertake on their behalf all questions between them and the Albert or its liquidators, and in every respect this company will seek to narrow the points in the liquidation between all parties, whether of the Albert or of companies amalgamated with it, but will not involve itself in any of the Albert liabilities. CHARLES H. EDMANDS.

33, Poultry, E.C., Jan. 15.

[We decidedly approve the system of giving to policyholders a voice in the management of the company; it is one which we have ourselves advocated. Mr. Edmands' letter, however, does not state that the policyholders in the present case are to be *entitled* to *vote* at the meetings they attend. Unless they are permitted to vote, the privilege of attending meetings will be a very barren one.—ED. *S. J.*]

IRELAND.

DUBLIN, Jan. 20th.

On Thursday week. the Right Hon. Edward Sullivan, took his seat as Master of the Rolls, amid the acclamations of a large number of members of the bar who had assembled to receive him. After a few words, in which he alluded to the high judicial and social character of his lamented predecessor, he proceeded to deal with the business of the Court. There is a very long list of causes, consisting of the arrears of all last term's business combined with the usual business of the present term. and he will be obliged to sit for an unusually long period after term. Edward Barry, Esq., of the Munster Bar, is the secretary to the new Master of the Rolls.

The Solicitor-Generalship, vacant by the promotion of the Righ Hon. Charles Barry, Esq., M.P., for Dungarvan, to the Attorney-Generalship, is still vacant. Nobody knows which of the three—Sir Colman O'Loghlen, M.P., Serjeant Dowse, M.P., or David Sherlock, Q.C., M.P., will be appointed.

All three are to be seen at the Four Courts as usual every day.

In case Sir Colman O'Loghlen be appointed, it will not be necessary for him to stand a new election, as the recent Act provides for the case of the promotion of a judge-advocate general. There is, however, this difficulty connected with his being appointed: that as Solicitor-General for Ireland, he will be Clerk to the Irish Privy Council. He is already an English Privy Councillor, and some say that his acceptance of the office would be, as such, *infra dig.* This, however, is so purely a matter of etiquette that it can scarcely create any practical difficulty in the mind of the Government.

There is at present a negociation pending between a committee of the Irish Bar and the Benchers of the King's Inns, Dublin, with respect to the representation of the Irish Bar, that body which at present chiefly consists of judges. Nothing definite has, however, yet transpired.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1870.

The final examination of candidates took place on the 18th and 19th inst., at the hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Templer, of the Court of Exchequer, Mr. F. H. Janson, Mr. Park Nelson, Mr. H. T. Young, and Mr. C. R. Williams.

Before the examination commenced the Master addressed the gentlemen present as follows:—

"Candidates for admission,—Before you commence the answers to the questions look well at the question, and give as direct and concise an answer as you can. You may then enlarge and illustrate your meaning. But a directly correct answer is all that is required by the examiner to ensure you the full number of marks. The object has been to see if you are grounded in the principles of your profession; for your easy and safe practice will depend almost entirely on the success with which you have mastered the principles—the maxim "*melior est petere fontes quam sectari rivulos.*" It is the motto to Smith's "Leading Cases," and is perhaps the most valuable to the student of all the maxims of the law—at least if it teaches him to direct his reading in that spirit. I will not detain you longer from the paper, but I trust your success here will be but a prelude to a successful professional career to each and all of you."

QUESTIONS.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. State the ordinary proceedings in a common law action in a superior court that is tried before a jury.
2. What are the principal common law actions?
3. What is the difference between "mesne" and "final" process?
4. What are the several writs of execution? and state their effect.
5. Explain the nature of a demurrer.
6. What is the meaning of the word venue in a common law action?
7. Explain the distinction between local and transitory actions, and the meaning of the maxim "debitum et contractus sunt nullius loci?"
8. What is the meaning of the word "consideration" as applied to a contract? and explain the maxim "ex nudo pacto non oritur actio."
9. Explain the distinction between a contract under seal, and a contract not under seal, and particularly as to the proper parties to sue and be sued respectively.
10. What is the distinction between "slander" and "libel?"
11. What are the degrees of evidence, and when does secondary evidence become admissible?
12. State the usual form of a bill of exchange, and explain the relative legal liabilities of the parties thereto.
13. What is a guarantee—and how is it affected by the statute law?
14. State the provisions of the statute of frauds relative to a sale of goods.
15. Explain the distinction of "costs as between attorney and client," and "costs as between party and party."

II.—CONVEYANCING.

1. Give the ordinary provisions (1) of a lease of a town house, (2) of a conveyance of freeholds, (3) of a mortgage of freeholds. The effect of the provisions may be shortly stated.
2. Give the short heads of the settlement you would advise on the part of a gentleman in trade prepared to settle £10,000 consols on his marriage with a lady possessed of an equal sum, and also the heads of the settlement on her part.
3. How would you require a gentleman, on his marriage effectually to secure payment at a future time, to the trustees of a sum of money so as to give such sum priority in case of his death, over his general creditors? and state what change of the law has recently occurred to affect your answer.
4. To what extent can real estate be entailed, or, where there is no life interest can money be accumulated?
5. How would you proceed to affect the sale of a settled estate where no power of sale is given in the settlement,

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and how may the proceeds of such sale, when completed, be applied?

6. In what cases can relief be obtained in favour of a defective exercise of a power, and how?

7. A man possessed of real and personal estate, dies intestate, leaving wife and father and brothers and sisters, by the whole and half-blood, surviving him. Amongst whom would his property be divided?

8. A, being owner in fee of land, devises it to his son B, absolutely, B dies before A, leaving issue one son and two daughters, and having made a will directing all his estate whatsoever to be converted into money, and divided equally between his three children. Upon A's death how will A's land be dealt with?

9. If a person who has contracted to purchase real estate die intestate before completion of the purchase, in whom will the right to the conveyance vest, and by whom must the purchase money be paid? State what change of the law has occurred of late years in this respect.

10. What are the relative rights of lords and tenants of manors in respect to the enfranchisement of copyholds, and are these rights mutual in the case of all manors? and state the exemptions, if any.

11. What is an improved leasehold ground rent, and how is it usually created?

12. What legal restrictions exist against the gift or transfer, by will or inter vivos, of land for charitable objects?

13. If you were solicitor for a charity desirous of acquiring land, in what manner and with what formalities would you prepare and complete a purchase deed, or in case of a lease what provisions should be inserted in it to make it legal?

14. Does the cancellation of an instrument operate to defeat the estate created by it, or not? and give the reasons for your opinion.

15. How would a tenant in tail in remainder of freehold and copyhold land proceed if he desired effectually to bar the entail?

III.—Equity and Practice of the Courts.

1. If a trustee conveys the estate held in trust to a *bond fide* purchaser for value who has no notice of the trust, can the cestui que trust recover the estate from the purchaser, or claim any lien on it? State the reason for your answer.

2. State the distinction prevailing in a court of equity in dealing with cases of mistake in matters of law, and mistake in matters of fact.

3. A testator having £1,000 Consols, £5,000 Indian 5 per cents. and no reduced annuities, gives the following legacies by his will: "I bequeath unto B. my £1,000 £3 per cent. Consolidated Bank Annuities. And I bequeath to C. a legacy of £1,000 Reduced Bank Annuities." The testator dies on the 1st of January, 1870. To what legacies do B. and C. become entitled, and at what period payable or transferable, and what interest or dividends can they claim?

4. If a person is appointed a trustee by a deed of settlement and accepts the trust, can he at any time resign, and how can he be properly relieved from the trust, and can the cestui que trust in any way compel him to continue the trust?

5. If the trust deed does not contain any receipt clause, to what extent have the trustees authority to give a valid receipt for purchase money without the concurrence of the cestui que trust?

6. What would be the effect, as regards costs, of a set of trustees appearing separately in a suit by different solicitors?

7. What is the rule with regard to the period within which a cestui que trust can claim a trust fund, or arrears of dividends from his trustee?

8. B. contracts to sell an estate to C. in consideration of C. granting B. an annuity during the latter's life. Before the contract is carried out, or any instalment of the annuity becomes due under the terms of the contract B. dies. What effect has his death on the contract?

9. Can an executor in any way protect himself from creditors in distributing his testator's estate without an administration suit in Chancery, or bar creditors' claims to any extent?

10. If the Master of the Rolls orders a defendant to pay a sum of money, is the pendency of an appeal to the Chancellor alone sufficient to prevent the plaintiff from enforcing payment?

11. May a special injunction be obtained in any, and what cases without notice?

12. Is the answer of a defendant evidence for himself, or can it in any way be made so?

13. How can an infant institute a suit in equity, and can a suit be instituted on his behalf without his consent?

14. Can a guardian be appointed to an infant without suit, and if so, how?

15. Define a stop order in Chancery, and state how it is to be obtained, and made effective?

IV.—Bankruptcy and Practice of the Courts.

1. State the general object and policy of the bankrupt laws?

2. Under the recent statute, what general distinction is made between traders, and non-traders?

3. Specify the several Acts enabling a creditor to apply to make a debtor a bankrupt, and within what period must such acts have taken place?

4. What are the duties of a trustee, and how is he appointed?

5. What are the functions of the committee of inspection?

6. What debts of a bankrupt are to be paid in priority?

7. What description of property is not divisible among creditors?

8. In whom does the bankrupt's property vest upon adjudication?

9. What are the conditions under which an order of discharge will be granted?

10. From what debts or liabilities will an order of discharge not release a bankrupt?

11. How is property affected which is deemed to be in the order and disposition of a bankrupt?

12. What is the mode, prescribed by the late Act, for dealing with contracts and property considered worthless?

13. What claims cannot be proved in bankruptcy?

14. Define the meaning of "a fraudulent preference."

15. Under what circumstances does a settlement of property by one who is declared bankrupt become void?

V.—Criminal Law and Proceedings before Magistrates.

1. State the difference between a public crime and a civil injury.

2. Name the principal courts of criminal jurisdiction.

3. Of what description are the commissions by virtue of which the judges of assize try indictable offences?

4. To what counties does the jurisdiction of the Central Criminal Court extend?

5. When is the Court of Quarter Session held elsewhere than in London?

6. Of how many must a grand jury consist?

7. How many of the grand jury must agree in finding a bill?

8. Under what circumstances are the confessions of a prisoner admissible against him, and under what circumstances are such confessions inadmissible?

9. If collateral information be obtained by means of an inadmissible confession, can such information be used? if it can be, give an example of the mode in which it may be used.

10. What is the offence of obtaining money under false pretences? distinguish it from larceny.

11. By what statute or statutes is it made criminal to send letters containing threats of murder, or to burn houses, stacks of corn, or other agricultural produce; and what punishment is annexed to the offence?

12. Upon what principle was the stealing of deeds not larceny at common law; and how is the offence now dealt with by statute?

13. In what cases can one person only be indicted for conspiracy, and what averment must the indictment contain?

14. Are there any crimes in which there cannot be accessories before or after the fact? if any, give examples.

15. If a witness against a prisoner charged with an indictable offence die after his deposition has been taken, and before the trial of the accused, what proof must be given before the deposition can be read in evidence at the trial?

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ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. The plaintiff first issues a writ, which is the beginning of the action. The defendant appears. The plaintiff declares. The defendant pleads. The plaintiff replies, generally joining issue. The issue being then ascertained, notice of trial is given to the defendant by the plaintiff. The cause goes to trial before a judge of assize and a jury. If the plaintiff obtain the verdict he can sign judgment and issue execution, unless the amount due from the defendant to him is paid. If there is a demurrer, the point of law thereby raised, has to be decided by the Court in banco. So also have any points that are reserved by the judge at the trial.

2. Common law actions are divided into actions of tort—viz., tresspass, case, trover, and replevin; actions of contract—viz., assumpsit, debt, detinue, covenant, and account; and the action of ejectment.

3. Mesne process is process during the continuance of an action, before judgment—as the arrest of a defendant about to leave the country. This process is now subject to the 32 & 33 Vict. c. 62, s. 6. Final process is process after judgment—as execution against goods by the writ of *fi. fa.* to obtain payment of the amount of a judgment.

4. The writs of execution are: *fieri facias*, for the seizure of the goods of a judgment-debtor; *capias ad satisfaciendum*, for the arrest of the judgment-debtor. This kind of execution is now subject to 32 & 33 Vict. c. 62. *Habere facias possessionem*, for giving possession of land to a successful plaintiff in ejectment; *elegit*, to obtain satisfaction of a judgment out of the land of the judgment-debtor as well as out of his goods. There is also the writ of *levari facias*, that is now seldom used.

5. A demurrer is a form of pleading by which the party demurring admits the facts alleged in the pleading to which he demurs, but denies the conclusions of law set up in that pleading.

6. The venue is the place where the action is intended to be tried, and is now always stated on the margin of the declaration. Originally the venue was generally the place where, in fact, the cause of action arose.

7. Local actions are actions that must be tried where the cause of action arose, such as actions relating to land, and some others. In these actions the venue must consequently be always laid where the cause of action arose. Transitory actions are those which may be tried anywhere instead of only where the cause of action arose. The meaning of "*debitum et contractus sunt nullius loci*" is that actions of debt and contract are transitory actions, and so belong to no place, but may be tried anywhere. It has also the extended meaning that debts due or contracts made abroad may be sued upon in England.

8. A consideration is the cause required by law in the case of a simple contract to give validity to the promise. No simple contract is binding unless the promise is given for a consideration. A consideration has been defined to be "any benefit accruing to him who makes the promise; or any loss, trouble or disadvantage incurred by or any charge imposed upon him to whom the promise is made." Special contracts require no consideration, but simple contracts always require consideration. Without it they are of no binding effect, and this is the meaning of "*ex nudo pacto non oritur actio.*" A mere "pact" that is promise without consideration, cannot be the foundation of an action.

9. The distinction as to consideration between special and simple contracts is answered in the preceding question. In form a special contract is a written contract sealed and delivered. It may create a merger and an estoppel; it needs no consideration, and binds land in the hands of an heir. A simple contract is any contract, whether verbal or written, not under seal. It does not create a merger, estoppel, nor does it bind land in the hands of the heir and it needs a consideration. The person to be sued upon a simple contract is he who has made and broken the promise. The person to sue is the person from whom the consideration moved and to whom the promise was made. The person to be sued on a special contract is the person who has made and broken the promise. The person to sue is the person who has the legal interest, and who is a party to the instrument. A third person, a stranger to the deed, cannot sue thereon, although the covenant be made expressly for his advantage. This is, however, subject to the statute allowing covenants to run with the land, and also to 8 & 9 Vict. c. 106, s. 5.

10. Libel is defamation by writing, printing or signs. Slander is defamation by words only. A libel is actionable whether or not it has, in fact, caused damage. It is also indictable. Slander gives no right of action unless damage is proved, except in three cases—viz., slander of a man—(1) In his profession, trade or occupation; (2) By accusing him of a criminal offence; (3) By charging him with having an infectious disease. Slander is not indictable.

11. Evidence is divided into primary and secondary evidence. Primary evidence is that kind of proof which in the eye of the law affords the greatest certainty of the fact in question. Until it is shown that the production of this evidence is out of a party's power, no other proof of the fact is in general admitted. All evidence falling short of this in its degree is secondary evidence, and as a general rule, becomes admissible when the primary evidence cannot be produced. There are, however, many cases in which secondary evidence may under certain conditions be admitted, although it is not actually out the party's power to produce the primary evidence.

12. The following is an ordinary form of a bill of exchange:—

London, 1st January, 1860.

One month after date (or at sight or on demand or one month after sight) pay A. B. or order (or bearer) one hundred pounds. X. Y.

To Mr. C. D. street, London.

X. Y. is the drawer, C. D. the drawee, and A. B. the payee. If the drawer accepts the bill he does so by writing the word "accepted" and his signature across the face of the bill. The drawer and any indorsers there may be are guarantors that the bill will be accepted when duly presented for acceptance, and paid when duly presented for payment. If the bill is dishonoured either by non-acceptance or non-payment, they become each of them liable to pay the amount of the bill to the holder on receiving due notice of dishonour. If the bill is accepted the acceptor is person primarily liable upon it. No one else can be liable upon the bill until he has broken his contract to pay it.

13. A guarantee is a promise to answer for the payment of some debt, or the performance of some duty in the event of the failure of another person who is, in the first instance, liable for such payment or performance. Section 4 of the Statute of Frauds requires that guarantees must be in writing. The meaning of this has been decided to be that the consideration as well as the promise of the guarantee must be written. The Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, has now provided that the consideration for a guarantee need not appear in the writing required by the Statute of Frauds.

14. Section 17 of the Statute of Frauds enacts that "no contract for the sale of any goods or wares or merchandises, for the price of £10 or upwards, shall be allowed to be good except the buyer shall accept part of the goods so sold, and actually receive the same or give something in earnest to bind the bargain or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents thereunto lawfully authorised."

15. In taxing costs as between party and party there are usually costs which the successful plaintiff cannot recover, and which he has consequently himself to pay. These costs may be allowed him on a taxation as between attorney and client, in which mode of taxation the principle is that the successful party shall be entirely free from what are usually called extra costs. The difference between the two kinds of taxation is that in the latter the costs are taxed on a more liberal scale as towards the successful party than in the former mode.

II.—Conveyancing.

(By H. N. Mozley, Barrister-at-Law.)

1. A lease of a town house would contain (besides the prefatory matter and the demise, &c.) the following provisions:—

a Covenants by the lessee:

1. To pay the rent.
2. To pay the rates and taxes.

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3. To keep the premises insured.
4. To keep the premises in repair.
5. To yield up at the end of the term.
6. That the landlord may enter and inspect.
7. That the house shall be used as a dwelling-house only;
8. And shall not be assigned or underlet.

b Proviso for re-entry by the lessor on breach of covenants.

c Covenant by the lessor for quiet enjoyment (Davidson, Conv. Prec. 7th ed. 235).

A conveyance of freeholds would contain covenants by vendor for right to convey free from incumbrances, notwithstanding anything by him done or knowingly suffered; and for further assurance (*ibid.* 61).

If the purchaser was married before 1834, or if the circumstances are such that it might be thought possible that he was married before 1834, the conveyance would be made to uses to bar dower, in order to avoid future questions on the title. But this practice is obviously becoming less necessary every day.

A mortgage of freeholds would contain:—

a A covenant by the mortgagor for the repayment of the mortgage money, with interest, at the end of six months.

b A proviso for redemption.

c A covenant by the mortgagor for the payment of interest so long as the principal shall remain unpaid.

d A power of sale by the mortgagee.

e On sale by person not having the legal estate (*e.g.*, by personal representatives), persons having the legal estate to join.

f Power of sale not to be exercised by mortgagee until he has given notice to the mortgagor to pay off the money due, and default shall have been made in payment for six months after giving or having such notice; or until the whole or part of some half-yearly payment of interest shall have become in arrear for three months.

g Purchasers not to be bound to see that the events mentioned in last clause have happened.

h Mortgagee's receipt to be a discharge to the purchasers.

i Trusts of the purchase-money—(1) To pay the expenses incurred in the sale; (2) to pay the money due on the mortgage debt; (3) residue in trust for the mortgagor.

k Power to be exercised by any person entitled to receive the mortgage-money.

l Mortgagee's indemnity clause.

m Covenant by mortgagor for right to convey, free from incumbrances.

n And for further assurance (*ibid* 128).

2. The settlement of the husband's £10,000 should contain—

a A power to vary investments with consent of the husband and wife during their joint lives, and the consent of the survivor during his or her life, and after the death of the survivor at the discretion of the trustees.

b Trusts of income for husband for life, and after his death.

c For the wife for her life, and after the death of survivor.

d For the children, as husband and wife, or survivor, shall appoint, and in default of appointment.

e In trust for children equally, who, being a son or sons, should attain the age of twenty-one years, or, being a daughter or daughters, should attain that age or marry; with hotchpot clause.

f Provisoes for advancement, maintenance, and education of children, and accumulation clause.

g In default of children, in trust for the husband, his executors, administrators, and assigns.

The settlement, as regards the lady's money, would contain—

a A power to vary investments, as above.

b Trusts of income for wife for her separate use, and after her death.

c For husband for life, and after the death of survivor.

d, *e* In trust for children as above.

f Provisoes for advancement, &c., as above.

g In default of children, in trust as wife shall appoint, and in default.

h If the wife survive the husband, then in trust for the wife.

i If the husband survive the wife, then in trust for such person or persons as would, under the Statute of Distributions, have been entitled thereto had the wife died possessed thereof intestate, and without having ever been married.

3. The solicitor should require the intending husband to execute a bond to the trustees for payment of the sum of money in question. This would give the trustees, as being specialty creditors, priority over the simple contract creditors on the death of the husband, until the Act of the last session (32 & 33 Vict. c. 46), for extinguishing the priority of specialty creditors over simple contract creditors, came into operation, since which a mortgage would be necessary to effectually secure priority over other creditors.

4. Real estate cannot be given to an unborn person for life, followed by any estate given to the child of such unborn person. This maxim, it is evident, forbids the tying up of lands for a longer period than can elapse until the unborn child of some living person shall come of age; that is, for the life of a party now in being, and for twenty-one years after; with a further period of a few months during gestation, supposing the child should be of posthumous birth (Williams on Real Property, 8th ed. pp. 264, 306).

Where there is no life interest, money can be accumulated for twenty-one years after the death of the grantor or settlor, but no longer (Wms. on Real Prop. 8th ed. p. 307; the Thellusson Act, 39 & 40 Geo. 3, c. 98).

5. By application to the Court of Chancery for an order for sale under the Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120), the money to be raised on any such sale is to be paid either to trustees of whom the Court shall approve, or into court, and is to be applied to the following purposes, namely, the redemption of the land tax, or of any incumbrance affecting the hereditaments sold, or any other hereditaments vested in the same way, or the purchase of other hereditaments to be settled in the same manner, or in the payment to any person becoming absolutely entitled (section 23). And the money is in the meantime to be invested in Exchequer Bills or Consols, and the interest or dividends paid to the tenant for life (section 25). See Wms. on Real Prop. 8th ed. pp. 26, 32.

6. Equity will aid the defective execution of a power in the following cases:—If an intended appointee be a purchaser from the person intending to exercise the power, or a creditor of such person, or his wife, or his child, or if the appointment be for a charitable purpose. In such cases the Court of Chancery will compel the person in possession of the estate, and who was to hold it until the power was duly exercised, to give it up on an undue execution of such power (Williams on Real Property, 8th ed. pp. 287-8, and authorities there cited).

7. The father of the deceased would succeed to his real estate, subject to the widow's right (if any) to dower.

With regard to the personal estate of the deceased, as he has no children, the widow will be entitled to half, and the father to the other half.

8. The land will devolve as if B. had died immediately after A.

That is to say, the land will, on A.'s death, be sold, and divided equally among B.'s three children (Wms. on Real. Prop. 8th ed. p. 203; 1 Vict. c. 26, s. 33).

9. In cases not falling under the operation of the statute 30 & 31 Vict. c. 69, s. 2, which was passed in the year 1867, the right to the conveyance would vest in the heir or other real representative of the intending purchaser, but the purchase-money would be payable by the executor or administrator out of the residuary personalty, on the principle that equity considers that as done which ought to be done; and if the contract were fulfilled the real estate of the deceased would gain at the expense of his personal estate.

The second section of the statute 30 & 31 Vict. c. 69, is in these words: "In the construction of the said Act (17 & 18 Vict. c. 113) and of this Act the word 'mortgage' shall extend to any lien for unpaid purchase-money upon any lands or hereditaments purchased by a testator." The Act referred to statute (17 & 18 Vict. c. 113) provides that where a mortgagor of land dies, the mortgage debt shall, in the absence of any declaration by the deceased to the contrary, be borne primarily by the mortgaged estate, and not by the general personal estate of the mortgagor. So that in cases falling under the Act of 1867 the estate contracted to be sold would (in the absence of declaration by the "testator" to the contrary) be borne primarily by the estate contracted to be purchased.

10. By the Copyhold Acts of 1851 and 1858 the lord or tenant, after the next admittance on or after the 1st of July, 1853, may compel enfranchisement of the lands to

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which there shall have been such admittance as aforesaid. No tenant to require enfranchisement until after payment of the fines due, and fees consequent on admittance.

If the enfranchisement be made at the instance of the tenant, the compensation is to be a gross sum of money, to be paid at the time of the completion of the enfranchisement, or to be charged on the land by way of mortgage; and where the enfranchisement is effected at the instance of the lord, the compensation is to be an annual rent-charge to be issuing out of the lands enfranchised, subject to the right of the parties, with the sanction of the Copyhold Commissioners, to agree that the compensation shall be either a gross sum or a yearly rent-charge, or a conveyance of land, to be settled to the same uses as the manor is settled. The charge in respect of enfranchisement is to be the first charge on the land.

The curtesy, dower, or freebench of persons married before the enfranchisement is completed, is expressly saved; and all the commonable rights of the tenant continue attached to his lands, notwithstanding the same shall have become freehold. And no enfranchisement under these Acts is to affect the estate or rights of any lord or tenant in any mines or minerals within or under the lands enfranchised, or any other lands, unless with the express consent in writing of such lord or tenant. (See Williams on Real Property, 8th ed. pp. 357, 358).

11. Where a lessee of land underlets at an increased rent the increased rent is called the improved ground rent. It is generally created in the case of a building lease, where the lessee, having erected a house upon the land, underlets at an increased rent.

12. The Mortmain Act (9 Geo. 2, c. 26) provides that no lands or hereditaments, nor any money, stocks, or other personal estate, to be laid out in the purchase of lands or hereditaments, shall be conveyed or settled for any charitable uses, unless by deed indented, sealed, and delivered in the presence of two or more credible witnesses, twelve calendar months at least before the death of the donor or grantor, and enrolled in the High Court of Chancery within six calendar months next after the execution thereof; and unless the same be made to take effect in possession for the charitable use intended immediately from the making thereof, and be without any power of revocation, reservation, trust, condition, limitation, clause, or agreement whatsoever, for the benefit of the donor or grantor, or of any person or persons claiming under him (section 1).

Gifts to either of the two Universities, or any of their colleges, or to the colleges of Eton, Winchester, or Westminster, for the support and maintenance of the scholars only upon those foundations, are excepted by section 4.

For the amendments introduced in the law of mortmain by recent legislation, see Williams on Real Property, 8th ed. p. 66 *et. seq.*)

13. The conveyance must be made by deed indented, sealed, and delivered in the presence of two or more credible witnesses, and enrolled in chancery within six calendar months after the execution thereof.

14. An estate or interest in real or personal property which has once vested by a deed cannot be devested by cancelling the deed; because, once vested, it exists, independently of the deed, in the person in whose favour it was created or to whom it was transferred (Smith on Real and Personal Property, 3rd ed. p. 873, and authorities there cited).

15. The tenant in tail in remainder of freeholds must procure the assent of the protector, and must enrol the disentailing deed in the Court of Chancery within six months of its execution. The consent of the protector may be given by the same deed by which the entail is barred, or by a separate deed. It must be enrolled in chancery at or previously to the enrolment of the deed which bars the entail.

An estate tail in copyholds is barred by surrender, and when an estate tail in copyhold is in remainder, the necessary consent of the protector may be given either by deed to be entered on the rolls of the manor, or by the concurrence of the protector in the surrender, in which case the memorandum or entry of the surrender must expressly state that such consent has been given (Wms. Real Prop., 8th ed. pp. 51. 350).

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. The *cestui que trust* will not be able to recover the estate from the *bona fide* purchaser for valuable consideration, without notice; for the equities of both parties are equal, and the purchaser has acquired the legal estate by conveyance from the trustee. But where the equities are equal, the law will prevail. Therefore equity will not interfere, or take the estate out of the hands of the purchaser.

2. The general rule with regard to mistakes of law is, that ignorance of law will not furnish an excuse for any person, either for a breach or for an omission of duty: *Ignorantia legis non excusat;* and this maxim is as much respected in equity as at law (Story Eq. Jur. 9th ed. pp. 101, 102).

It has, however, been laid down as unquestionable doctrine that if a party, acting in ignorance of a plain and settled principle of law, is induced to give up a portion of his property to another, under the name of a compromise, a court of equity will relieve him from the effect of his mistake (*Nayler* v. *Winch*, 1 Sim. & Stu. 555). But where a doubtful question arises, such as a question respecting the true construction of a will, a different rule prevails; and a compromise fairly entered into, with due deliberation, will be upheld in a court of equity (Lord Langdale in *Pickering* v. *Pickering*, 2 Beav. 56).

In regard to mistakes in matters of fact, relief will be granted where the mistake is unilateral, and the fact was material to the act or contract, and was not doubtful from its own nature, and was a fact which would not be ascertained by such diligence or care as is usual in transactions of a like nature, and of which the other party was under a legal obligation to inform the mistaken person (See St. Eq. Jur. secs. 121—151; Smith, Man. Eq. 7th ed. p. 44).

Or we may state briefly, that a court of equity will not in general interfere to relieve against a mistake in a matter of law, but will interfere to relieve against an innocent mistake in a matter of fact.

3. The legacy of £1,000 Consols being specific, B. will be entitled to it, with interest and dividends accrued due from the testator's death. As regards the legacy to C., C. will be entitled to so much of the £5,000 Indian five per Cents. as will purchase £1,000 Reduced Annuities, payable on the 1st of January, 1871, with interest from that time. For the legacy to C. is pecuniary, and not specific, and is therefore payable one year after the testator's death (Roper on Legacies, 4th ed. pp. 204, 864).

4. A person who has accepted the trust cannot afterwards renounce it. The only mode by which he can obtain a release is either under the sanction of a court of equity, *or* by virtue of a special power in the instrument creating the trust, *or* with the consent of all the parties interested, being *sui juris* (Lewin on Trusts, 5th ed., p. 294, and cases there cited).

5. The receipts in writing of any trustees or trustee for any money payable to them or him, by reason or in the exercise of any trusts or powers reposed or vested in them or him, are sufficient discharges for the money therein expressed to be received, and effectually exonerate the persons paying such money from seeing to the application thereof, or from being answerable for any loss or misapplication thereof (Statute 23 & 24 Vict. c. 145, s. 29).

6. The effect, as regards costs, of a set of trustees appearing separately in a suit by different solicitors would be that some or all of them would lose their right to their full costs. For, as one solicitor or set of solicitors would be sufficient to represent all the trustees, one set of costs only would be allowed to all the trustees. The apportionment of the costs is left to the taxing master (See Lewin on Trusts, 5th ed. p. 718, and cases there cited).

7. As long as the relation of trustee and *cestui que trust*, under an express trust, is acknowledged to exist, lapse of time can constitute no bar to an account or other proper relief for the *cestui que trust*. But when the relation of trustee and *cestui que trust* is no longer admitted to exist, or time and long acquiescence have obscured the nature and character of the trust, a court of equity will refuse relief upon the ground of lapse of time and inability to do justice (Sm. Man. Eq. 7th ed. p. 139).

8. Equity considers that as done which ought to de done. Now, if the sale were made and the annuity granted according to the contract, B. would not be entitled to receive any instalment of the annuity, and yet C. would be entitled to the estate. Therefore on general principles this will be also the case, though the contract should not have been carried out in B.'s lifetime. See *Jackson* v. *Lever*, 3 Bro. C. C. 605; *Coles* v. *Trecothick*, 9 Ves. 246; *Kenny* v. *Wexham*, 6 Madd. 355. And the circumstance of the contingency having turned out unfavourably to the vendor, is no ground

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of defence. But if, it is laid down by Lord Cottenham in *Davies* v. *Cooper* (5 Myl. & Cr. 279), that "it is true that, in sales of property in consideration of an annuity, the Court has decreed specific performance, notwithstanding the death of the annuitant; but in such a case the Court will inquire, with some jealousy, into the fairness of the transaction."

The above answer assumes that the terms of the contract have been actually fixed upon before B.'s death, otherwise the contract is void (*Strickland* v. *Turner*, 7 Exch. 208).

9. Where an executor or administrator shall have given such or the like notices as, in the opinion of the Court in which such executor or administrator is sought to be charged, would have been given by the Court of Chancery in an administration suit, for creditor and others to send in their claims against the estate of the testator or intestate, such executor or administrator shall, at the expiration of the time named in the said notices or the last of the said notices for sending in such claims, be at liberty to distribute the assets of the testator or intestate, or any part thereof, amongst the parties entitled thereto, having regard to the claims of which such executor or administrator has then notice (Statute 22 & 23 Vict. c. 35, s. 29).

The last-cited provision operates only to bar the right of the non-claiming creditor *as against the executor or administrator;* for the section goes on to provide that "nothing in the present Act contained shall prejudice the right of any creditor or claimant to follow the assets or any part thereof into the hands of the person or persons who may have received the same respectively."

10. An order for a rehearing or an appeal does not stop or hinder any proceedings on the decree or order appealed from, unless by special order of the Court. The Court will, however, in some cases, upon special application of the appellant, suspend the proceedings under a decree or order pending a rehearing on appeal (Daniell, Chan. Prac. 4th ed. 1351).

11. Where the nature of the act to be restrained is such that an immediate stoppage of it is absolutely necessary to protect property from destruction, or where the mere act of giving notice to the defendant of the intention to make the application might be, of itself, productive of the mischief apprehended, by inducing him to accelerate the act, the Court will award the injunction without notice, or even before service of the copy of the bill. The facts, however, which form the grounds of the application must be fully stated to the Court, and no material fact must be suppressed.

If the Court thinks that the case is not so urgent as to require its immediate interference, or that the affidavits in support of it are not positive enough, it will order notice of the application to be given to the defendant (Dan. Chan. Prac. 4th ed. 1506—7.

12. In a hearing on bill and answer each defendant may read the whole of his answer, for it is not contradicted by the plaintiff.

On a motion for a decree the state of the pleadings is the same as on a hearing on bill and answer, and the passages which may be read are therefore the same.

But on replication filed, the defendant is in general precluded from reading his answer as evidence. If, however, the answer relate wholly to the defendant's own acts and defaults, he is in a position to swear absolutely to the truth of the answer; and in this case he may, even after replication, obtain an order allowing him to read the answer as an affidavit (Hunter's Suit in Equity, 4th ed. pp. 68—70).

13. An infant cannot institute a suit alone, but must do so under the protection of an adult, called the "next friend," who will be answerable for the conduct and for the costs of the suit. A suit may be instituted on behalf of an infant without his consent. But the Court will, on the application of the defendant, or of any person acting as next friend of the infant *for the purpose of the application*, where a strong case is shown that a suit preferred in the name of an "infant" is not for the infant's benefit, or is instituted from improper motives, direct an inquiry concerning the propriety of the suit (Dan. Chan. Prac. ch. iii, s. 6; Hunter's Suit in Equity, 4th ed. p. 167.

14. A guardian to an infant may be appointed without suit, by a summons, entitled in the matter of the infant, being taken out at chambers (15 & 16 Vict. c. 80, s. 26; Cons. Ord. 35, rule 1; Hunter's Suit in Equity, 4th ed. p. 210).

15. A stop order in chancery is an order obtained by an assignee of a fund in court, so as to give notice of the assignment, and prevent dealings with the fund. This order is obtainable in chambers whenever the assignor and assignee concur; otherwise a special petition, with evidence of the assignor's title and of the assignment to the petitioner, must be presented to the Court. The order is drawn up in the usual way, and left at the office of the Accountant-General; after which no dealing can be had with the fund affected until the stop order is finally discharged, or until an order is expressly made to deal with the fund notwithstanding the previous stop order (Hunter's Suit in Equity, 4th ed. p. 217).

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. The bankrupt law, as distinguished from the ordinary law between debtor and creditor, involved the three general principles of a summary and immediate seizure of all the debtor's property, a distribution of it among the creditors in general (instead of merely applying a portion of it to the payment of the individual complainant), and the discharge of the debtor from future liability for the debts then existing.

2. Persons who are not traders cannot be made bankrupts under the Act in respect of any debt older than the 6th of August, 1861 (the date of the Bankruptcy Act, 1861), but there is no such limitation in the case of traders, who may be made bankrupt in respect of any debt not barred by the Statutes of Limitation (s. 118).

Also a trader can, and a non-trader cannot, be made bankrupt for departing from his dwelling-house (section 6).

And the doctrine of reputed ownership is confined to traders (section 15).

And in the case of traders only is the onus of defending a voluntary settlement thrown upon the settlor (section 91).

3. The acts of bankruptcy upon which an adjudication may be founded, are—

a A conveyance or assignment of property to a trustee for the benefit of creditors generally:

b A fraudulent conveyance in England, or elsewhere, of the debtor's property, or of any part thereof:

c The doing with intent to defeat or delay creditors, of any of the following things: namely, departing or remaining out of England; or (in case of *a trader*) departing from his dwelling-house, or otherwise absenting himself; or beginning to keep house; or suffering himself to be outlawed:

d Filing in the Court, a declaration admitting inability to pay debts:

e If (in the case of a *trader*) execution has issued against the debtor on any legal process for the purpose of obtaining payment of not less than £50, and has been levied by seizure and sale of his goods:

f If the creditor presenting the petition has served on the debtor a debtor's summons requiring the debtor to pay a sum due, of an amount of not less than £50, and the debtor being a *trader* has for the space of *seven days*, or *not being a trader* has for the space of *three weeks* succeeding the service of such summons neglected to pay such sum or to secure or compound for the same.

But no person is to be adjudged a bankrupt on any of the above grounds unless the act of bankruptcy on which the adjudication is grounded, has occurred within six months before the presentation of the petition for adjudication (Section 6).

4. The trustee is to have regard to any directions given by a resolution of the creditors at any general meeting, or by the committee of inspection; and is to call a meeting of the committee of inspection at least once every three months for auditing his accounts and for determining whether any or what dividend is to be paid. He may also call special meetings of the committee as he thinks necessary. Subject to to these provisions he is to exercise his own discretion in managing the estate and distributing it amongst the creditors.

He is for the purpose of acquiring or retaining possession of the property of the bankrupt, to be in the same position as if he were receiver of such property appointed by the Court of Chancery (Section 20).

The trustee is appointed by a general meeting of the creditors of the bankrupt; or by the committee of inspection, as the creditors may resolve. When he appointed the creditors shall declare what security is to be given, and to

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whom, by the person so appointed before he enters on his office (Section 14).

5. The functions of the Committee of Inspection are the superintendence of administration by the trustee of the bankrupt's property (section 14), and (on the calling of a meeting by the trustee) to audit his accounts, and determine whether any, and what, dividend is to be paid (Section 20).

6. The debts which are to be paid in priority to all other debts (though between themselves they rank equally and abate in equal proportions) are—

a All parochial or other local rates due at the date of the order of adjudication, and having become due and payable within twelve months next before such time; all assessed taxes, land tax, and property or income tax assessed on him up to the 5th day of April next before the date of the order of adjudication, and not exceeding in the whole one year's assessment:

b All wages or salary of any clerk or servant in the employment of the bankrupt at the date of the order of adjudication not exceeding four months' wages or salary, and not exceeding £50; all wages of any labourer or workman in the employment of the bankrupt at the date of the order of adjudication, and not exceeding two months' wages (Section 32).

If the bankrupt had any apprentice or articled clerk, and any money has been paid by him as a fee, the trustee may pay him preferentially a reasonable sum (section 33).

7. The property of the bankrupt, divisible amongst his creditors, comprises all the property vested in him at the commencement of the bankruptcy or devolving on him during its continuance except—

a Property held by the bankrupt on trust for any other person:

b The tools (if any) of his trade, and the necessary apparel and bedding of himself, his wife and children, to a value, inclusive of tools and apparel and bedding, not exceeding £20 in the whole" (Section 15).

8. Immediately upon the order for adjudication being made the property of the bankrupt is to vest in the registrar, but on the appointment of a trustee the property is forthwith to pass to and vest in the trustee appointed.

While the registrar holds the office of trustee he is to apply to the Court for directions as to the mode of administering such property, and is not to take possession thereof unless directed by the Court (Section 17).

9. The order of discharge is not to be granted unless it is proved to the Court that one of the following conditions has been fulfilled, that is to say, either that a dividend of not less than ten shillings in the pound has been paid out of the property, or might have been paid, except through the negligence or fraud of the trustee, or that a special resolution of the creditors has been passed to the effect that the bankruptcy or the failure to pay ten shillings in the pound has in their opinion arisen from circumstances for which the bankrupt cannot justly be held responsible, and that they desire that an order of discharge should be granted to him (section 48).

10. The order of discharge will not release the bankrupt from any debt or liability incurred by means of any fraud or breach of trust, nor from any debt or liability whereof he has obtained forbearance by any fraud, but it will release him from all other debts provable under the bankruptcy, with the exception of—

a Debts due to the Crown:

b Debts with which the bankrupt stands charged at the suit of the Crown or of any person for any offence against a statute relating to any branch of the public revenue, or at the suit of the sheriff or other public officer on a bail bond entered in for the appearance of any person prosecuted for any such offence.

And he is not to be discharged for such excepted debts unless the Commissioners of the Treasury certify in writing their consent to his being discharged therefrom (section 49).

11. All goods and chattels which, at the commencement of the bankruptcy, are in the possession, order, or disposition of the bankrupt, *being a trader*, by the consent and permission of the true owner, of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner, are to be divided among the creditors as his property (Section 15). But no *choses in action* are to be deemed goods and chattels within the meaning of this clause, except debts due in the course of trade or business.

12. When any property of the bankrupt acquired by the trustee consists of land of any tenure burdened with onerous covenants, of unmarketable shares in companies, of unprofitable contracts, or of any other property that is unsaleable or not readily saleable by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money, the trustee, notwithstanding he has endeavoured to sell, or has taken possession of such property, or exercised any act of ownership in relation thereto, may, by writing under his hand, disclaim such property, and upon the exection of such disclaimer the property disclaimed shall, if contract, be deemed to be determined from the date of the order of adjudication; and if a lease, it shall be deemed to have been surrendered on the same date; and if shares in any company, they shall be deemed to be forfeited from that date; and if any other species of property, it shall revert to the person entitled on the determination of the estate or interest of the bankrupt, but if there shall be no person in existence so entitled, then in no case shall any estate or interest therein remain in the bankrupt. Any person interested in any disclaimed property may apply to the Court, and the Court may, upon such application, order possession of the disclaimed property to be delivered up to him, or make such other order as to the possession thereof as may be just.

Any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy (Section 23).

13. Demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise, are not provable in bankruptcy under the new Act, and no person having notice of any act of bankruptcy available for adjudication against the bankrupt, shall prove for any debt or liability contracted by the bankrupt subsequently to the date of his so having notice (Section 31).

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. A public crime is defined by Blackstone to be "a breach and violation of the public rights and duties due to the whole community, considered as a community in its social aggregate capacity;" and a civil injury as "an infringement or privation of the civil rights which belong to individuals": 4 Bla. Com. 5. The substantial distinction between crimes and civil injuries is, however, the mode in which they are pursued, and the object of the procedure. Persons committing crimes are liable to proceedings in the name of the State, and the object of such proceedings is punishment alone. Persons committing civil injuries are liable to proceedings at the suit of the person injured, and the object of the the proceedings is compensation for the injury. Those acts which render the person committing them liable to the former kind of proceedings are crimes; those creating a liability to the latter kind of proceedings are civil injuries. The distinction between crimes and civil injuries is for the most part purely arbitrary.

2. The principal courts of criminal jurisdiction are the Court of Queen's Bench, the Courts of Quarter Sessions, Petty Sessions and Borough Courts, the Central Criminal Court, the Court for the Consideration of Crown Cases Reserved. The House of Lords is also a criminal court for the trial of peers in cases of felony, and for the trial of impeachments.

3. Judges at assizes usually sit under five several authorities: 1. A commission of assize. 2. A commission of Nisi Prius. 3. Commission of the peace. 4. A commission of oyer and terminer. 5. A commission of general goal delivery. The two first commissions are chiefly of a civil nature, although the justices sitting under them have a criminal jurisdiction in certain special cases. Under the commission of the peace they have a criminal jurisdiction but the most important criminal jurisdiction is given by the two last commissions. By the commission of oyer and terminer they have jurisdiction to hear and determine all treasons, felonies, and misdemeanours. By the commission of general gaol delivery, they are empowered to try and deliver every person who shall be in the gaol when the judges arrive at the circuit town.

4. The jurisdiction of the Central Criminal Court extends over the City of London and the County of Middlesex, and certain parts of the counties of Essex, Kent, and Surrey, and also over all offences committed on the high seas and other places within the jurisdiction of the Admiralty.

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The Court of Quarter Sessions is held in every county once in every quarter of a year. The sessions for the county of Middlesex are specially regulated by statute, and are held twice in every month.

6. A grand jury must consist of not less than twelve and not more than twenty-three.

7. Twelve of the grand jury must agree in finding a bill.

8. Generally all voluntary confessions are receivable in evidence on being proved like other facts. If the confessions are not voluntary, they are not admissible as evidence against the prisoner. If, for instance, they have been extorted by fear, or by some inducement held out to the prisoner by some one having authority over him in connection with the prosecution.

9. Yes. Such information may be used when it is found to be true, because being thus confirmed by other facts, its truth is proved by such facts, and it is shown not to have been fabricated in consequence of any inducement. It is therefore competent to prove that the prisoner stated that a particular article would be found by searching at a particular place, and that it was so found, although it might not be competent to inquire whether he had confessed that it was there.

10. Obtaining money under false pretences is a misdemeanour by section 88 of 24 & 25 Vict. c. 96, which enacts that "whosoever shall by any false pretence obtain from any other person any chattel, money or valuable security with intent to defraud shall be guilty of a misdemeanour." This crime differs from larceny; thus, in larceny the owner of the thing stolen has no intention to part with his property therein to the person taking it; when the crime of obtaining money under false pretences is committed, the owner has an intention to part with his property, but such intention is produced by fraud. It is of the essence of larceny that there should be a "taking" of the goods. A "taking" is not necessary to constitute the crime of obtaining money or goods on false pretences.

On an indictment for obtaining money under false pretences under section 88 of 24 & 25 Vict. c. 96, the prisoner may be found guilty of larceny in obtaining the money or goods if the facts proved show that that crime was in fact committed.

11. By section 16 of 24 & 25 Vict. c. 100, it is made a felony to send letters containing threats of murder; the punishment under this section is penal servitude for not exceeding ten years and not less than three years, or imprisonment for not less than two years with or without hard labour, and with or without solitary confinement, and if a male under sixteen with or without whipping. This punishment is now subject to 27 & 28 Vict. c. 47, s. 2. By section 50 of 24 & 25 Vict. c. 97, it is felony to send letters threatening to burn houses, stacks of grain, or other agricultural produce. The punishment the same as in the case of letters threatening to murder.

12. The stealing of title deeds was not a larceny at common law, on the principle that they savoured of the realty —that is, were part of the land to which they related. At common law nothing which savoured of the realty was the subject of larceny. The stealing of title deeds is now a felony by section 28 of 24 & 25 Vict. c. 96.

12. A conspiracy must be by two persons at least; one cannot be convicted of it unless he have been indicted for conspiracy with persons unknown; but one person alone may be tried for a conspiracy provided the indictment charge him with conspiracy with others who have not appeared or who are since dead.

13. There can only be accessories in the case of felonies. In treasons and in misdemeanours all are principals if guilty at all.

14. It must be proved by the oath or affirmation of any credible witness that the witness is dead, and that such deposition was taken in the presence of the person accused, and that he or his counsel or attorney had a full opportunity of cross-examining the witness, and if such deposition purport to be signed by the justice by or before whom the same purports to have been taken, such deposition may be read without further proof thereof unless it shall be proved that such deposition was not in fact signed by the justice purporting to sign the same.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

The Intermediate Examination of Candidates, under articles of clerkship, took place at the Hall of the Incorporated Law Society, Chancery-lane, London, on Thursday the 20th inst. The examiners were the Master Templer, of the Court of Exchequer, Mr. J. M. Clabon, Mr. Alfred Bell, and Mr. F. H. Janson.

I.—From Chitty on Contracts.

1. What are the different kinds of contract, and how are they classified?

2. What in the language of our law does the term "contract" comprise?

3. What is the exception to the rule "that both parties must be bound or that neither is liable," in the case of an infant?

4. What is the meaning of the word "consideration" in a simple contract, and explain the maxim "ex nudo pacto non oritur actio."

5. State the general rule of law as to the liability of the husband upon his wife's contracts during coverture.

6. What is the legal liability of a common carrier by the common law of the realm, in the case of goods delivered to him to carry?

7. Could an action at common law be maintained on a wager, and how is this now affected by statute law?

II.—From Williams on the Principles of the Law of Real Property.

8. Why, on a mortgage, is the possession of the deeds important?

9. What is the proper length of title to an advowson, and why is it longer than in other cases?

10. What is the difference between the covenants for title by a vendor and a mortgagor?

11. A first mortgagee, having the legal estate, takes a further charge. Does this give him priority over an intermediate second mortgagee?

12. What is the effect of a deposit of deeds, without writing, with a person advancing money to the depositor?

13. What powers have been made incident by statute to a mortgage?

14. Describe a mortgagee's remedies on non-payment, where he has no power of sale; and can he have the property sold by any means?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. If a parol agreement be intended to be reduced into writing according to the statute, but the fraud of one of the parties has prevented its being reduced into writing, can a court of equity enforce such parol agreement?

16. A property is settled to the separate use of a then married woman during her life, with a restriction against anticipation by her, such separate use clause and restriction against anticipation being expressly made applicable to all her future covertures. She becomes a widow, and afterwards marries again, no settlement or deed whatever being made on her second marriage. Will she, or not, be entitled to the benefit of the separate use clause as against her second husband?

17. Where gifts or legacies are bestowed on persons on condition that they shall marry with the consent of parents, guardians, or other confidential persons, and such consent be refused, from fraudulent, corrupt, or unconscientious motives, will a court of equity interfere, and if so, with what object?

18. Define "an open account," and distinguish it from "a stated account."

19. Define "a constructive trust."

20. Suppose an executor by mistake, but bonâ fide and without fault, to have paid legatees before a discharge of all debts, would such legatees be under any, and what liabilities?

21. Suppose annuitants to be scheduled to a trust deed but not to be made parties to the deed, do such annuitants acquire a lien upon the trust estate?

IV.—Book Keeping.

22. State the general objects to be attained by book keeping.

23. What is understood by a "profit and loss account," and how is it framed?

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24. Give the names of the principal books of account required in ordinary book keeping?

25. What is the meaning of a rest in an account stated?

26. Describe the nature and object of a ledger, and give a short specimen of a ledger account?

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 11th, and Thursday, the 12th May, 1870, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 11th and 12th May, 1870:—

In Latin . . .	Cæsar, De Bello Gallico, I. II., or Virgil, Æneid, Book XII.
In Greek . . .	Homer's Illiad, Book IV.
In Modern Greek	Βιντοτῆς 'Ιστορία τῆς 'Αμερικῆς βιβλίον ζ'.
In French . . .	Bernardin de Saint-Pierre, Paul et Virginie; or, Racine, Athalie.
In German . . .	Goëthe, Die Leiden des Jungen Werther; or, Schiller's Gedichte:—1. Das Lied von der Glocke. 2. Der Taucher. 3. Die Bürgschaft.
In Spanish . . .	Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or Moratin, El Sí de las Ninas.
In Italian . . .	Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

ADMISSION OF ATTORNEYS.

Hilary Term, 1870.

The following are the days for admission in Common Law:—

Saturday..... Jan. 29 | Monday.....Jan. 31

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday, the 31st January, 1870, at the Rolls Court, Chancery-lane, at 4 o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Saturday, the 29th of January.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, January 24, class A; Tuesday, January 25, class B; Wednesday, January 26, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, Jan. 28—Lecture, 6 to 7 p.m.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on Tuesday the 18th inst., Mr. L. Hunter, in the chair, a very interesting discussion took place upon the following question:—"In the recent case of *Farrer* v. *Close* (17 W. R. 1129), were the rules of the society (a trade union), as shown by the evidence, illegal and in restraint of trade?" Mr. Glynes opened the debate in which ten other speakers took part. The society decided the question in the negative by a majority of 10 to 5. The number of members present was 23. Four new members were elected.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Hilary Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

Alcock, James Alexander.—Thomas Sherratt, Talk-o'the-hill.

Booth, James.—Henry Galloway, Manchester.

Davis, Augustus Oliver.—George Alfred Lloyd and Clement Stretton, 30, John-street, Leicester; and Edwin Howard, 66, Paternoster-row.

Draper, Lionel Stanton.—James Stockton, Banbury.

Gaches, Geo. Fitzroy Dean.—William Daniel Gaches, Peterborough.

Hartland, Edwin Sydney.—Henry O'Brien O'Donoghue, Bristol.

Kirby, Alfred Octavius.—William Godden, 34, Old Jewry.

Liggins, Henry Joseph.—Philip Augustus Hanrott, 9, Bedford-row.

Mann, William John.—Rowland Rodway, Trowbridge.

Nethersole, Hy. Wordsworth.—Henry Nethersole, 1, New-inn.

Paine, Edwin Alfred.—Joseph Newbon and John Llewellyn Evans, 28, Nicholas-lane.

Philips, Frederick George.—Jacob Phillips, Chippenham; and William Savery, Hastings.

Pullen, Charles Henry.—Charles Alfred Pullen, 22 Chancery-lane.

Rees, David.—Arthur Henry Wansey, Bristol.

Shakespear, John Henry.—Philip Henry Lawrence, 6, Lincoln's-inn-fields; and Thos. Good Blain, Manchester.

Short, Charles Coard.—John Edward Gray Hill, Liverpool.

Smith, Francis, Jun.—John Thomas Roumieu, Austin-friars; and Henry Wakeham Purkis, 1, Lincoln's-inn-fields.

Smith, Frederic Clowes.—William H. Tillett, Norwich.

Williams, Anthony Phillips.—Robert Graham, Newport.

Hilary Vacation, 1870.

Corbet, John James.—Miller Corbet, Kidderminster.

Silberberg, Adam Alfred.—Thos. Thomson, 60, Cornhill.

Stutfield, Henry William.—Thomas Jennings White, Whitehall-place.

Last Day of Hilary Term, 1870.

Arthy, Joseph Bridge.—James Parker and John William Wilson, Chelmsford.

Blake, Charles.—Henry John Davis, George Blakey, and William James Lloyd, Newport.

Boulter, Walter Consitt.—Edward Cleathing Bell and John Leak, Kingston-upon-Hull.

Catherall, Edward.—Charles Gammon, 13, Barge-yard Chambers, Bucklersbury.

Gatis, Thomas.—Deakin & Dent, Wolverhampton.

Greaves, John Brook.—Charles Leach Coward, Rotherham.

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HARVEY, FRANK JACOB.—Briscoe Hooper, Torquay.
HUNT, ALFRED.—Benjamin Hunt, 6, Gray's-inn-square.
JAMES, EDWARD NUGENT.—James Trower Bullock, Purton, near Swindon.
LYNCH, CHRISTOPHER BERNARD.—Francis Charles New, 4, King-street, Cheapside.
ROGERS, THOMAS HENRY TATE.—James Flower Fussell, Bristol.
SMYTH, BENJAMIN.—Samuel Boxill Robertson, 6, Crown Office-row, Temple.
SUDLOW, JOHN, JUN.—John Bury and John Sudlow, Manchester; and Charles Milne, Inner Temple.
WARD, JOHN SANDILANDS.—Frederick William Remnant, 52, Lincoln's-inn-fields.
WILLIAMS, DAVID THEODORE, B.A.—Edward Scott (deceased) and Edward Scott, Wigan.
WILLMOTT, HENRY GEORGE.—Richard Stubbs, Bristol.
WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.

[For former names see p. 61 *ante*.]

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

Bellingham, James Gordon, Saffron Walden.
Broomhead, Henry Douglas, Isle of Man; and Southport.
Cooper, Henry Stanley, 31, Gibson-place, Islington; and Manchester.
Cory, Robert, Great Yarmouth.
Curtis, Joseph Edward, Hay, Brecon; and Stonehouse, Devon (24th Jan. 1870).
Dulling, James, Kingston-on-Thames; and Barnet.
Evans, George Edward, St. Helier's, Jersey.
Ford, Henry, Surbiton; Albany-st; Osnaburgh-st; Milford; and Tenby.
Foster, Joseph, 306, Camberwell New-road.
Glyn, Spencer Robinson, 69, Gloucester-street, Pimlico.
Gough, Kedgwin Hoskins, Brussels; 148, Cambridge-street, Westminster; and 4, Henniker-road, Chelsea.
Harvey, Kingston, Constantinople.
Harvey, John Kentish, Twickenham.
Hodgkinson, George Wagstaff, 2, Tonsley-hill; 4, Prospect-terrace, Wandsworth; and Worksop.
Hughes, Theodore Charles, 34, South-road, Wimbledon; and Aberystwith.
Kendall, Francis Henry, Birkenhead.
Lewis, John Vaughan, Bath Hartley House; and Downshire-hill, Hampstead.
London, William James, 5, Rye-terrace, Peckham-rye.
Maberly, Thomas Henry, Braiswick, Colchester.
Marratt, William, Teddington; and Sunbury (12th Jan. 1870).
Messiter, Herbert, Wincanton (10th Jan. 1870).
Morgan, John, 74, Belsize-road, Hampstead.
Nunn, Sturley, jun., Ixworth.
Pain, John Cave, Clapham-junction, Battersea.
Parr, George, Cropwell Butler; and 18, Lorrimere-road, Walworth.
Reynolds, Thomas Andrew Fitzgerald, 59, Southampton-row.
Roberts, William, Bristol.
Smedley, John Benjamin, 7, Cockerill's-buildings, City.
Smith, George Archer, 10, Albert-terrace, Southwark; and Ordsal.
Smith, Edward, Leeds and Stroud.
Sunderland, Charlie Sykes, Huddersfield (14th Jan. 1870).
Taylor, Robert, Sidmouth; Plymouth; Derby.
Walkden, Thomas, Mansfield.
Watt, Francis James, Manchester and Birmingham (17th Jan. 1870).
Webb, Richard William, 72, Southampton-street, Camberwell; and 70, Amelia-street, Walworth.
Whiteside, Henry Jackson, Liverpool.
Willesford, Charles, Bude, Tavistock.
Woods, Edward William, Warrington.

Our readers, so many of whom have offices in the vicinity of Lincoln's-inn-fields, may be usefully informed that a telegraph station is now open at the Chancery-lane Post-office. On Thursday, January 6th, the business of the Electric and International Company was transferred to, and messages were despatched from, the West Central Post-office, Southampton-street, Holborn; and, by the end of the month, other Governmental offices will be opened in the vicinity, of which our readers shall be apprised.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.—Jan. 18.

Whereas from the present state of the business before the Lord Chancellor and Master of the Rolls respectively, it is expedient that a portion of the causes set down before the Lord Chancellor to be heard before the Vice-Chancellor Sir Richard Malins, and before the Vice-Chancellor Sir William Milbourne James, should be respectively transferred to the Master of the Rolls' book of causes for hearing: Now I do hereby, at the request of the Master of the Rolls, order that the several causes set forth in the first schedule, hereunto subjoined, be accordingly transferred from the book of causes of the Vice-Chancellor Sir Richard Malins to that of the Master of the Rolls; and that the several causes set forth in the second schedule, hereunto subjoined, be transferred from the book of causes of the Vice-Chancellor Sir William Milbourne James to that of the Master of the Rolls. And I do further order that all causes so to be transferred (although the bills in such causes may have been marked respectively for the Vice-Chancellor Sir Richard Malins, or the Vice-Chancellor Sir William Milbourne James, under Order VI. of the Consolidated Orders of this Court, and notwithstanding any orders therein made by the said Vice-Chancellors respectively, or their respective predecessors, shall hereafter be considered and taken as causes originally marked for the Master of the Rolls, and be subject to the same regulations as all causes marked for the Master of the Rolls are subject to by the same orders; provided nevertheless that no order made by the said Vice-Chancellors respectively, or their respective predecessors, in any such causes shall be varied or reversed, otherwise than by the Lord Chancellor or the Lords Justices. And this order is to be drawn up by the Registrar, and set up in the several offices of this Court.

HATHERLEY, C.

THE FIRST SCHEDULE.

From the Vice-Chancellor Sir Richard Malins's Book.

Symes v. Hughes. Cause	1869	S.	197
Chadwick v. Chadwick. Cause set down at request of defendants..	1861	C.	34
Ames v. Colnaghi. Cause.	1869	A.	1
Phillips v. Furber. Motion for decree ..	1868	P.	92
Richardson v. Whatman. Cause	1868	R.	23
Smith v. Blakesley. Motion for decree ..	1869	S.	134
Beyfus v. Cox. Motion for decree	1868	B.	192
Fisher v. Pease. Motion for decree.	1868	F.	47
Johnson v. Stone. Motion for decree	1868	J.	104
The City Discount Company (Limited and Reduced) v. Stevens. Cause	1869	C.	130

THE SECOND SCHEDULE.

From the Vice-Chancellor Sir Wm. James's Book.

Whitburn v. Wynne. Motion for decree ..	1869	W.	15
Emmott v. Booth. Motion for decree ..	1868	E.	7
Davies v. Davies. Motion for decree ..	1864	D.	63
Hopgood v. Parkin. Cause	1867	H.	79
Hiatt v. Hillman. Cause	1868	H.	40
Upperton v. Nikolson. Motion for decree ..	1869	U.	4
Swift v. Wenman. Motion for decree ..	1869	S.	16
Graham v. Teall. Motion for decree ..	1868	G.	135
The Co. of Proprietors of the Grand Junction Canal v. Shugar. Motion for decree ..	1868	G.	136
Carpmael v. Carvell. Motion for decree ..	1869	C.	220
Smith v. Fisher. Cause.	1866	S.	186
The Bombay, Baroda, and Central India Ry. Co. v. Metro. Ry. Co. Motion for decree	1869	B.	198
McCracken v. Forbes. Motion for decree ..	1868	M.	221
Morgan v. Morgan. Motion for decree ..	1868	M.	121
Peacock v. Eastland. Motion for decree ..	1869	P.	122
Lawson v. The National Savings Bank Association (Limited). Cause (witnesses) ..	1868	L.	15
Purnell v. The National Savings' Bank Association (Limited). Cause (witnesses) ..	1868	P.	27
Simms v. Fox. Cause	1868	S.	84
Price v. The Metropolitan Ry. Co. Motion for decree	1869	P.	142
Railton v. Walter. Motion for decree ..	1869	R.	72
Tufnell v. Caton. Cause	1868	T.	14
Bryan v. Powell. Motion for decree ..	1868	B.	364
Goldschmidt v. Jones. Motion for decree ..	1869	G.	3
The City Offices Co. (Limited) v. Watts. Motion for decree	1868	C.	75
Oliver v. Edwards. Cause	1869	O.	8
National Savings Bank Association (Limited) v. Purnell. Cause.	1868	N.	57

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MacHenry v. Davies. Motion for decree ..	1868	M.	16
Molesworth, Bart., v. Molesworth. Motion for decree	1869	M.	115
Ralfs v. Woolby. Motion for decree ..	1869	R.	41
Fox v. Scutts. Motion for decree	1868	F.	111
Holland v. Pickering. Motion for decree ..	1869	H.	39
South v. South. Motion for decree	1869	S.	68
Guy v. Johnson Motion for decree	1869	G.	58
Beckett, Bart., v. The Mayor, Aldermen, and Burgesses of the Borough of Leeds. Motion for decree	1868	B.	350
Besly v. Dayman. Motion for decree ..	1869	B.	262
Cornish v. Crosthwaite. Motion for decree ..	1869	C.	230
Iggulden v. Brockwell. Cause..	1869	I.	23
Salter v. Cox. Cause (witnesses)	1867	S.	255
Trafford v. The Peterboro', Wisbeach, and Sutton Ry. Co. Motion for decree ..	1869	T.	87
Slater v. Wasney. Motion for decree.. ..	1869	S.	93
Bulpett v. Sturges. Cause	1868	B.	108
Lea v. Anderton. Cause	1868	L.	77
Saunders v. Gilbertson. Cause (evidence viva voce at hearing)	1867	S.	245
Packe v. Reading. Cause.	1868	P.	159
Adnutt v. Sutton. Motion for decree.. ..	1853	A.	86
Bridger v. The Vestry of the Parish of St. Giles, Camberwell, in the County of Surrey. Motion for decree	1869	B.	255
Hatton v. Wicks. Motion for decree.. ..	1868	H.	219
Small v. Metropolitan Ry. Co. Motion for decree	1869	S.	194
Wicks v. Hatton. Cause (witnesses) ..	1868	N.	194
Watts v. Kilson. Motion for decree ..	1869	W.	77

HATHERLEY, C.

The Master of the Rolls will not hear any of the above causes before the first cause day in the sittings after Hilary Term.

SPRING CIRCUITS.

HOME.—Chief Justice Cockburn and Mr. Justice Keating.
NORTHERN.—Mr. Justice Willes and Mr. Justice Brett.
WESTERN.—Lord Chief Baron and Mr. Justice Hannen.
MIDLAND.—Mr. Justice Montague Smith and Mr. Baron Cleasby.
OXFORD.—Mr. Baron Martin and Mr. Justice Lush.
NORFOLK.—Mr. Justice Byles and Mr. Justice Blackburn.
SOUTH WALES.—Lord Chief Justice Bovill.
NORTH WALES.—Mr. Baron Channell.

Mr. Baron Pigott remains in town.

RULES AND FORMS FOR REGULATING THE PROCEEDINGS IN THE COUNTY COURTS UNDER THE DEBTORS ACT, 1869, AND THE FEES TO BE TAKEN THEREON.

SCHEDULE OF FORMS (*continued from page* 228).

7.

Order of commitment.

The Debtors Act, 1869.

In the [title of Court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.
Between A.B., plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment [or order] against the defendant in the county court of ——, holden at ——, on the —— day of ——, 187—, for the payment of £——, together with £—— for costs, and in payment thereof [or of —— shillings part thereof] the defendant hath made default:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of ——, 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the Court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same.

Now, therefore, it is ordered, that the defendant shall be committed to prison for* —— days, unless he shall sooner pay the sums, in payment of which he has so made default; together with the prescribed costs hereinafter mentioned:

These are, therefore, to require you the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] day of ——, 187—.

E.F.,
Registrar of the Court.

	£	s.	d.
Amount of judgment or order, including costs			
Paid into court...			
Amount unpaid and due on judgment ...			
Deduct amount of instalments at —s. per month, which were not required to have been paid before the date of this warrant ...			
Cost of judgment-summons and poundage on this order			
Amount upon the payment of which the prisoner is to be discharged...			

This order remains in force one year from the date thereof.

8.

Order of commitment on an order or judgment of a court other than a county court.

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.
Between A.B., plaintiff,
and
C.D., defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of ——:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor] [insert the name of the vice-chancellor making the order] on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the pate of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendent:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same:

* Not exceeding six weeks.

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Now, therefore, it is ordered, that the defendant shall be committed to prison for* —— days, unless he shall sooner pay the sums, in payment of which he has so made default; together with the prescribed costs hereinafter mentioned.

These are, therefore, to require you the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] day of ——, 187--.

E. F.,
Registrar of the court.

	£	s.	d.
Amount of judgment or order, remaining due...			
Costs of judgment summons and poundage on this order...			
Amount upon the payment of which the prisoner is to be discharged...			

This order remains in force one year from the date thereof.

Certificate of payment by a prisoner.

The Debtors Act, 1869.

I hereby certify, that the defendant, who was committed to my [or your] custody by virtue of an order of commitment under the seal of this court [or of the County Court of —— holden at ——], bearing date the —— day of ——, 187—, has paid and satisfied the sum of money for the non-payment whereof he was so committed, together with all costs due and payable by him in respect thereof; and that the defendant may, in respect of such order, be forthwith discharged out of my [or your] custody.

Given under my hand [or the seal of the court], this —— day of ——, 187—.

Gaoler [or registrar of the County Court of ——, holden at ——].

To the Governor or Keeper of ——.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and forms to come into force in all county courts on the first day of January, 1870.

HATHERLEY, C.

Whereas by The County Courts Act, 1856, s. 79, it was enacted, that the Commissioners of Her Majesty's Treasury, from time to time, with the consent of the Lord Chancellor, might lessen or increase the fees which were specified in schedule (C.) to that Act, or which were then payable on proceedings in the county courts taken under any Act not thereinbefore recited, and might substitute other fees in lieu thereof, or might order new fees to be paid on any proceedings which were then, or should thereafter be authorised to be taken in such courts, whether any fee was then payable thereon or not.

And whereas proceedings are authorised to be taken in such courts by the Debtors Act, 1869.

In pursuance of the power given by the above-recited Act, we, the undersigned, two of the Commissioners of Her Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that, on and after the 1st day of January 1870, the several fees, or sums in the name of fees, specified in the Schedule hereunder written, shall be taken on the proceedings therein mentioned; and that the fees so authorised to be taken shall be received by the registrars of the different county courts, and shall be accounted for and paid over by them to the treasurers of their respective courts.

LANSDOWNE.
W. H. GLADSTONE.

I approve of the annexed Schedule of Fees.

HATHERLEY, C.

22nd December, 1869.

* Not exceeding six weeks.

SCHEDULE.

For every judgment summons under the Debtors Act, 1869, threepence in the pound on so much of the amount of the original demand as, in obedience to the order of the Court, should have been paid at the time of the issue of the summons.

Where such last-mentioned amount does not exceed twenty shillings, an additional fee of sixpence; and where such amount does exceed twenty shillings, an additional fee of one shilling.

For every hearing of the matters mentioned in such judgment summons, sixpence in the pound on the amount upon which the fee on the summons is calculated.

For issuing every order of commitment, eighteenpence in the pound on the amount upon which the fee on the summons is calculated.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 21, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92½
Ditto for Account, Feb. 3, 92⅝
3 per Cent. Reduced 92⅝
New 3 per Cent., 92½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 2 p m
Ditto, £500, Do — 2 p m
Ditto, £100 & £200, — 2 p m
Bank of England Stock, 4½ per Ct. (last half-year) 237
Ditto for Account.

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	110½
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	61½
Stock	Do., West Midland—Oxford...	100	39
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	52½
Stock	Metropolitan	100	79
Stock	Midland	100	122
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	46
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

At the beginning of the past week all the markets opened with dullness, which increased as time went on. The funds are still very heavy, but railways and foreign securities have experienced this day an improvement. The former now show some firmness, but the latter are still extremely sensitive to any depressing influence. The most business done in any one direction has been in Bank and telegraph shares.

We are requested to state that the subscription list for the shares of the Land and Sea Telegraph Construction Company will close on Monday, 24th inst., for London, and Tuesday, 25th, for the country.

The Home Secretary, acting on a memorial from the Town Council of Wakefield, has granted a separate Commission of the Peace for that borough.

The following gentleman of the Irish Bar have been elected Benchers of King's Inns, Dublin, to fill existing vacancies:—Mr. James A. Wall, Q.C.; Mr. Patrick J. Blake, Q.C.; Mr. James Robinson, Q.C.; and Mr. Hugh Law, Q.C.

THE NEW JUDGE.—It is probable, we understand, that the vacant seat on the Bench of the Court of Session will be filled by the appointment of Mr. Adam Gifford, Sheriff of Orkney and Shetland.—*Scotsman.*

JURIDICAL SOCIETY.—The next meeting will be held on Wednesday, the 26th of January, at 8 p.m., when Mr. H. R. Droop will read a paper on "The Property Rights of Married Women." Sir Roundell Palmer, Q.C., M.P., will preside. The council will meet at half-past 7.

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BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LOPES—On Jan. 16, at 3, Cromwell-place, S. Kensington, the wife of Henry C. Lopes, Esq., Q.C., M.P., of a daughter.

MACKONOCHIE—On Jan. 19, at Great Marlow, the wife of James Mackonochie, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BUHOT—WATTLEY—On Dec. 1, 1869, at Scarborough Church, Island of Tobago, the Honourable W. I. Buhot, M.D., M.R.C.S., England, and A.D.C. to His Excellency the Lieut.-Governor, to Elizabeth Woodley Wattley, eldest daughter of His Honour the Chief Justice.

DANIELL—BAYNES—On Jan. 13, at St. John's Parish Church, Hampstead, James Livett Daniell, Esq., Solicitor, of Bristol, to Sophie Day, second daughter of John Ash Baynes, Esq., of Hampstead-hill-gardens.

JONES—RALPHS—On Jan. 13, at St. Bride's Church, Liverpool, E. Wynne Jones, Solicitor, Chester, to Emily Ann, daughter of the late Thomas Ralphs, Esq., of Liverpool.

MARSDEN—HARRIS—On Jan. 20, at St. George's, Hanover-square, J. Ben Marsden, Solicitor, of 8, King's-road, Bedford-row, to Sarah Ann, widow of the late O. H. C. Harris, Esq., of Wootton Hall, Northamptonshire.

WHEATCROFT—WOODCOCK—On Jan. 6, at St. Peter's-at-Arches, Lincoln, W. G. Wheatcroft, Esq., Solicitor, Matlock, to Mary, eldest daughter of the late F. A. Lowe, Esq., of Gainsborough, and widow of C. C. Woodcock, Esq.

DEATHS.

ATWOOD—On Jan. 16, Anne, the wife of J. J. Atwood, Solicitor, Aberystwith, aged 60.

DUCKETT—On Jan. 11, at Dinan, France, Thomas Morton Duckett, Esq., Barrister-at-Law, in his 53rd year.

HEATON—On Jan. 17, at 17, Lancaster-gate, Maximilian Mowbray, infant son of G. W. Heaton, Barrister-at-Law, aged four months.

MEREWEATHER—On Jan. 18, at Bowden Hill, Wilts, Maria, the wife of Henry Alworth Mereweather, Esq., Q.C.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—[ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Jan. 14, 1870.

London and Manchester Assurance Company (Limited).—Petition for winding up, presented Jan 12, directed to be heard before the Master of the Rolls on Jan 22. Rooks & Co, King-st, Cheapside, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Arthur Average Association for British, Foreign, and Colonial Built Ships.—Petition for winding up, presented Jan 10, directed to be heard before the Master of the Rolls on Jan 22. Webb, Argyll-st, Regent-st, for Webb, Bangor.

Waterford and Passage Railway Company.—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to William Joseph White, 33, King-st, Cheapside. Monday, Jan 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Jan. 18, 1870.

LIMITED IN CHANCERY.

Perdu Carta Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated Dec 10, appointed William Hopkins Holyland, 13, Gresham-st, to be official liquidator.

Telegraph Construction and Maintenance Company (Limited and Reduced).—Petition for reducing the capital from £747,000 to £448,200, presented Jan 7, and is now pending.

UNLIMITED IN CHANCERY.

Manchester and London Life Assurance and Loan Association.—Petition for winding up, presented Jan 15, directed to be heard before Vice-Chancellor Stuart on Jan 28. Evans & Co, Nicholas-lane, solicitors for the petitioners.

STANNARIES OF CORNWALL.

Crane Mining Company.—Petition for winding up, presented May 3, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Feb 9, at 1. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 7, and notice thereof must at the same time be given to the petitioner, his solicitor, or agents. Stephens & Co, Plymouth, solicitors for the petitioner; Roberts, Truro, Agent.

Creditors under Estates in Chancery.

FRIDAY, Jan. 14, 1870.

Last Day of Proof.

Atkinson, Hy, Brough Sowerby, Westmorland, Farmer. Jan 31. Atkinson v Robinson, V.C. James. Wylson, Appleby.

Baldwin, Thos, Ilmington, Warwickshire, Carrier. Feb 12. Lansdown v Baldwin, M.R. Nicoll, Shipston-on-Stour.

Bloomfield Rev. Saml Thos, Hone-house, Wandsworth, D.D. Jan 31. Phillipps v Allin, V.C. Stuart. Allin, Angel-ct, Throgmorton-st.

Richardson, Harriott, Lambard-villas, Greenwich-rd, Widow. Feb 2. Tisley v Tagg, V.C. James. Dawes, jun, Angel-ct, Throgmorton-st.

Robins, Saml, Kentish-town-rd, Gent. Feb 14. Rowe v Robins, V.C. James. Clutton & Haines, Serjeants'-inn, Fleet-st.

Sanderson, Geo, Henry-st, Woolwich, Baker. Feb 7. Pellis v Adamson, V.C. James. Pidcock, Woolwich.

Watt, Jas, Aston-hall, Warwickshire, Esq. Feb 15. Watt v Muirhead, V.C. Malins. Bloxam, Birm.

Whiting, Wm, London-st, Paddington, Coffee-house Keeper. Feb 14. Whiting v Glading, V.C. Malins. Cooker, Gower-st, Bedford-sq.

TUESDAY, Jan. 18, 1870.

Burcham, Saml, Heigham, Norwich, Merchant. Feb 10. Pyle v Bushell, M.R. Bailey, Norwich.

Firth, David, Old Lindley, Yorks, Cotton Spinner. Feb 11. Firth v Bateman, V.C. Stuart. Ingram & Baines, Halifax.

Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Feb 21. Harrison v Drew, M.R. Harrison, Walbrook.

Hunter, John, St Lawrence, Kent, Robe Maker. Feb 7. Hunter v Bullock, V.C. James. Fielder & Sumner, Godliman-st, Doctors'-commons.

Lewis, John, Cardigan, Chandler. Feb 15. Evans v Esaw, V.C. Stuart. Evans, Cardigan.

Smith, John, Dewsbury, Yorks, Manufacturer. Feb 12. Hill v Smith, V.C. James. Watts & Son, Dewsbury.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 14, 1870.

Aston, Mary, Guildford-st, Widow. Feb 23. Booty & Butt, Raymond-bldgs, Gray's-inn.

Baker, Wm, Fakenham, Norfolk, Farmer. March 1. Cates, Fakenham.

Bermingham, Jas, Leek, Staffordshire, Silk Manufacturer. April 1. Challinor & Co, Leek.

Bowles, Stephen, Red Lion-sq, Glass Bottle Merchant. Feb 15. Child, Belmes-rd, Southgate-rd.

Brackenbury, Eliz Fisher, Louth, Lincolnshire, Widow. Feb 22. Johnston, Chancery-lane.

Brettell, Saml, Erdington, Warwickshire, Gent. Feb 26. Ludlow & Blewitt, Birm.

Brewis, Geo, Newcastle-upon-Tyne, Gent. Feb 28. Elsdon, Newcastle-upon-Tyne.

Brooke, Harriet Grace, Brislington House, nr Bristol, Spinster. Feb 23. Booty & Butt, Raymond-bldgs, Gray's-inn.

Browne, Mary Anne, Windsor, Berks, Spinster. Feb 20. Paterson & Co, Chancery-lane.

Clapham, Thos, Guiseley, Yorks. Cloth Manufacturer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Crofts, Eliza, Bernard-st, Russell sq, Widow. March 1. Jennings, Bennetts-hill, Doctors'-commons.

Deane, Wm Fras, Farnworth, Lancashire, Gent. March 1. Deane & Banks, Lpool.

Flint, Richd, Stockport, Cheshire, Surgeon. March 25. Vaughan, Heaton Norris.

Hall, Wm, Exeter, M. D. March 1. Western & Sons, Gt James-st Bedford-row.

Hulme, Jas Hilton, Curbar, Derbyshire, Gent. March 4. Hulme & Co, Manch.

Hume, Jas. Sydney, New South Wales, Architect. July 31. Roxburgh & Co, Sydney.

Kelsall, Thos, Nottingham, Victualler. March 1. Burton & Son, Nottingham.

Ladbroke, Felix, Belgrave-rd, Esq. March 1. Western & Sons, Gt James-st, Bedford-row.

Nicholls, Simon, Bristol, Yeoman. Feb 12. Gaisford, Berkeley.

Peover, Wm, Oakmere, Cheshire, Land Agent. March 31. Cheshire, Northwich.

Rhodes, Wm Naylor, Hawksworth, Yorks, Farmer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Robinson, Joseph, Lpool, Merchant. March 1. Richardson & Co, Lpool.

Skelton, Alice, Scarborough, Yorks, Widow. Feb 28. Moody & Co' Scarborough.

Stead, Wm, Menstone, Yorks, Farmer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Still, Geo, Staplehurst, Kent, Farmer. March 14. Wilson & Co, Cranbrook.

Weaver, Wm, Aston, Worcestershire, Farmer. March 12. Weaver, Worcester.

Young, Eliz Goodman, Heath and Reach, Bedfordshire, Widow. March 1. Chew, Leyton.

TUESDAY, Jan. 18, 1870.

Ashton, Thos, Parkfield, Lancashire, Esq. Feb 28. Slater & Co Manch.

Bennett, Thos, Loughborough, Leicester, Gent. March 31. Toone, Loughborough.

Briebach, Justus, Denmark-st, St George's-in-the-East, Sugar Refiner, Feb 18. Glynes & Son, Cresent, America-sq.

Brown, John, Lombard-st, Esq. March 1. Stevens & Co, Nicholas, lane, Lombard-st.

Brown, Ann, Oakland Lodge, Streatham-hill, Widow. March 1. Stevens & Co, Nicholas lane, Lombard-st.

Chuter, John, Seale, Surrey, Limeburner. Feb 21. Potter, Farnham.

Clarke, Robt, Newcastle-upon-Tyne, Builder. Feb 28. Elsden, Newcastle-upon-Tyne.

Clegg, Fredk, Oldham, Lancashire. May 10. Whitaker, Lancaster-pl, Strand.

Duncan, John Richardson, Kingston-upon-Hull, Gent. Feb 18. Walker, Kingston-upon-Hull.

Evans, Thos Fisher, Barnsbury-st, Gent. March 1. Abbott, Whitehall.

Fletcher, Robt, Dewsbury, Yorks, Grocer. April 1. Chadwick & Son, Dewsbury.

Grave, Richd Arthur, Chertsey, Surrey, Schoolmaster. Feb 24. Hollis, & Masson, Farnham.

Gudgeon, Thos, sen, Lower Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Thos, jun, Lower Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Joseph, Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Hy, Lower Edmonton, Sawyer. Feb 14. Hubbard & Son, Bucklersbury.

Hadow, Geo John, Sussex-gardens, Hyde-pk, Esq. March 31. Palmer & Co, Trufalgar-sq, Charing-cross.

Lawrence, John, Rainhill, Lancashire, Gent. Feb 18. Toulmin & Carruthers, Lpool.

Mackley, Thos Cole, St John's Hill, Wandsworth. April 15. Brown, Finsbury-pl, Finsbury-sq.

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Marshall, Leonard, Wilton House, Dalston, Timber Merchant. April 15. Brown, Finsbury-pl, Finsbury-sq.
North, Fredk, Hastings, Sussex, Esq., M.P. March 25. Hunt & Co, Lewes.
Peace, Saml, Sheffield, Gent. March 1. Broomhead & Wightman, Sheffield.
Price, Wm, Leamington Priors, Warwick, Gent. March 1. Haymes & Co, Leamington.
Salmon, Harry, Pottern Manor, Wilts, Colonel. March 31. Palmer & Co, Trafalgar-sq, Charing-cross.
Taylor, John, Burlington, Yorks. Feb 18. Shepherd & Co, Beverley.
Wood, Chas, Siddington, Gloucester, Yeoman. March 1. Sewell & Co, Cirencester.
Wright, Chas, Aston, Yorks, Esq. March 1. Broomhead & Wightman, Sheffield.
Yalden, Robt, Long Sutton, Hants, Yeoman. Feb 24. Hollest & Masson, Farnham.
Yapp, Geo, Eau, Hereford, Farmer. Feb 28. Hobbes & Co, Stratford-upon-Avon.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 14, 1870.

Antrobus, Wm Dean Barlow, Collyhurst, Lancashire, Paper Maker. Dec 21. Comp. Reg Jan 13.
Capper, John, & Fredc Wm Capper, Water-pl, Tower-st, Provision Merchant. Dec 28. Comp. Reg Jan 13.
Cooke, Saml Chas, Stockton-on-Tees, Durhamshire, Schoolmaster. Dec 11. Asst. Reg Jan 11.
Crabtree, Emma, Bradford, Yorks, Tailor. Nov 30. Comp. Reg Jan 11.
Dale, Wm Hy, York, Boot Maker. Dec 24. Comp. Reg Jan 12.
Ditcham, Wm, New Brompton, Kent, Builder. Dec 17. Asst. Reg Jan 13.
Edwards, John, Ferndale Colliery, Glamorgan, Grocer. Dec 9. Asst. Reg Jan 11.
Gower, Wm, Dowlais, Glamorgan, Grocer. Dec 20. Comp. Reg Jan 12.
Gregory, Morris, Great Grimsby, Lincolnshire, Draper. Dec 9. Comp. Reg Jan 11.
Hartley, Thos, Brickfield, Lancashire, Sizer. Nov 26. Comp. Reg Jan 11.
Justyne, Wm, Bush-lane, Cannon-st, Merchant. Dec 22. Comp. Reg Jan 11.
Lewis, Chas, Oxney-villas, St John's-rd, Holloway, Builder. Dec 30. Comp. Reg Jan 12.
Logan, John, jun, Woolwich, Draper. Dec 20. Asst. Reg Jan 12.
Martin, Robt, Westminster Bridge-rd, India Rubber Manufacturer. Dec 16. Comp. Reg Jan 12.
Mirabita, Ferdinand Nicholas, County-chambers, Cornhill, General Merchant. Dec 23. Comp. Reg Jan 8.
Nicholson, Jas, Lpool, Draper. Dec 22. Comp. Reg Jan 12.
Petchell, Arthur Unthank, & Clement Thos Petchell, Kingston-upon-Hull, Oil Merchants. Dec 24. Comp. Reg Jan 12.
Plumtree, Edward, Kingston-upon-Hull, Dealer in Fancy Goods. Dec 24. Comp. Reg Jan 11.
Read, John, Gt Portland-st, Hair Dresser. Dec 17. Asst. Reg Jan 12.
Richards, Thos, Eden-grove, Holloway, Stone Mason. Dec 16. Comp. Reg Jan 11.
Sabel, Ephraim, & Fredc Sabel, Moorgate-st, Merchants. Dec 23. Asst. Reg Jan 14.
Seaton, Beckenham, Kent, Grocer. Dec 20. Comp. Reg Jan 12.
Shepherd, Alex, Bellevue-ter, Holloway, Tailor. Dec 29. Asst. Reg Jan 13.
Valentine, Wm, Earl Sterndale, Derbyshire, out of business. Dec 11. Comp. Reg Jan 13.
Whistley, Geo Lashmer, Little Tower-st, Wholesale Sugar Dealer. Dec 29. Asst. Reg Jan 6.
Wilkinson, Moses, & Aaron Wilkinson, Halifax, Worsted Manufacturers. Dec 17. Asst. Reg Jan 13.
Williams, Enos Silvanus, Tipton, Staffordshire, Tailor. Dec 11. Asst Reg Jan 11.
Wills, Geo, Coombe Farm, Somersetshire, Leather Seller. Dec 28 Comp. Reg Jan 12.

TUESDAY, Jan. 11, 1870.

Chambers, Thos Wharram, Willerby, Yorks, Farmer. Dec 23. Comp. Reg Jan 4.
Emerson, Edwd, Gt Grimsby, Lincoln, Builder. Dec 14. Asst. Reg Jan 17.
Fardell, Thos, Gt Hermitage-st, Wapping, Contractor. Dec 30. Comp. Reg Jan 14.
Gattie, Wm, Brighton, Banker's Clerk. Nov 30. Comp. Reg Jan 17.
Godwin, John, Roath, Glamorgan, Grocer. Dec 27. Comp. Reg Jan 15.
Harris, Jas Thos, Norwich, Boot Maker. Dec 9. Asst. Reg Jan 18.
Harrison, Robt Limmer, Holloway-rd, Dealer in Fancy Goods. Dec 30. Comp. Reg Jan 18.
Hendry, Thos Hunter, Warwick-pl, Grove End-rd, Parliamentary Agent. Dec 20. Comp. Reg Jan 15.
Messenger, Chas, Praed-st, Paddington, Oilman. Dec 17. Comp. Reg Jan 17.
Ogden, Wm Hy, Manch, Cigar Importer. Dec 17. Asst. Reg Jan 14.
Potter, Jas, Oldham, Lancashire, Cotton Spinner. Dec 23. Asst. Reg Jan 18.
Rutherford, Chas Hy, Westbromwich, Staffordshire, Hosier. Dec 20. Comp. Reg Jan 15.
Selway, Geo Hy, Monmouth, Tailor. Dec 24. Comp. Reg Jan 17.
Stocker, Alexander Southwood, Brunswick-ct, Bermondsey, Screw Cap Manufacturer. Dec 27. Asst. Reg Jan 17.
Ward, Geo Hy, Brampton, Hunts, Farmer. Dec 17. Asst. Reg Jan 14.
Wilkinson, Wm, Skipton, Yorks, Corn Miller. Aug 19. Asst. Reg Jan 17.

Bankrupts.

FRIDAY, Jan. 14, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Henley, Thos Leaman, Brasted, Kent, M.D. Pet April 30. Feb 2 at 2. Ashurst & Co, Old Jewry.
Pollitzer, Wm Sigmund, Fitzroy-sq, Paper Agent. Pet Dec 28. Pepys. Jan 25 at 1. Plunkett, Gutter-lane.
Rayner, Wm, Walpole-st, New Cross, Builder. Pet Dec 29. Feb 2 at 12. Bellamy, Bishopsgate-st.
Wadman, Arthur Jas Philips, Southend, Essex. Pet April 30. Feb 2 at 12. Ashurst & Co, Old Jewry.
Wright, David, Elmswell, Suffolk, Miller. Pet Dec 28. Feb 2 at 2. Aldridge & Thorn, Bedford-row, for LeGrice, Bury St Edmunds.

To Surrender in the Country.

Ackroyde, Jas, Greetland, Yorkshire, Woollen Manufacturer. Pet Dec 21. Leeds, Jan 24 at 11. Jubb, Halifax; Bond & Barwick, Leeds.
Adams, Chas, Congleton, Cheshire, Watchmaker. Pet Dec 30. Fardell. Manch, Feb 1 at 11. Chaddock, Congleton.
Allison, Joseph, Middlesborough, Yorkshire, Hay Dealer. Pet Dec 30. Leeds, Jan 26 at 11. Bainbridge, Middlesbro'; Tempest, Leeds.
Askew, Robt, Gt Ponton, Lincolnshire, Builder. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Cranch, Nottingham.
Bailey, John, Silsden-moor, Yorkshire, Labourer. Pet Dec 24. Leeds, Jan 24 at 11. Hardwick, Leeds.
Barlow, Hy, Leeds, Cloth Merchant. Pet Dec 31. Leeds, Jan 24 at 11. Carr, Leeds.
Bentley, Joseph, Birm, Coach Spring Manufacturer. Pet Dec 31. Birm, Jan 26 at 12. Beaton. Birm.
Biggin Alex, Sleaford, Lincolnshire, Ironmonger. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Toynbee & Larkin, Lincoln.
Blackburn, Tom Battye, Mirfield, Yorkshire, Book-keeper. Pet Dec 31. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Booth, Wm Shakespeare, Birm, Window Blind Maker. Pet Dec 31. Birm, Jan 26 at 12. Rowlands, Birm.
Bower, John, jun, Pudsey, Yorkshire, Worsted Manufacturer. Pet Dec 30. Leeds, Jan 27 at 11. Simpson, Leeds.
Brown, Wm Albert, Nottingham, Wine Merchant. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Cowley, Nottingham.
Clayton, John, Beckingham, Nottinghamshire, Farmer. Pet Dec 22. Leeds, Jan 26 at 11. Bladon, Gainsborough.
Collier, Tom, Goole, Yorkshire, Coal Merchant. Pet Dec 31. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Coppinger, John Murray, Leeds, Lieut on halfpay. Pet Dec 17. Marshall. Leeds, Jan 27 at 12. Dyson, York.
Credland, Wm, Wandsworth, Yorkshire, out of business. Pet Dec 29. Leeds, Jan 26 at 11. Sugg, Sheffield.
Duckett, Geo, Blackburn, Lancashire, out of business. Pet Dec 31. Fardell. Manch, Feb 1 at 11. Saward, Blackburn.
Dufton, Saml, Alfd Wm Payne, & Benj Dufton, Armley, nr Leeds, Boot Manufacturers. Pet Dec 30. Leeds, Jan 26 at 11. Harle, Leeds.
Elliott, Andrew, Lincoln, Boot Dealer. Pet Dec 31. Leeds, Jan 27 at 11. Toynbee & Larkin, Lincoln.
Exley, Geo, Leeds, Linen Manufacturer. Pet Dec 29. Leeds, Jan 29 at 11. Dibb, Barnley; Bond & Barwick, Leeds
Farmery, Wm Knipe, Newcastle-upon-Tyne, Clerk in Holy Orders. Pet Dec 18. Gibson. Newcastle-upon-Tyne, Jan 27 at 12.30. Johnston, Newcastle-on-Tyne.
Feather, Geo, Keighley, Yorkshire, Worsted Spinner. Pet Dec 31. Leeds, Jan 27 at 11. Robinson, Keighley.
Firth, John, & Spencer Banks Booth, Bradford, Yorks, Woolstaplers. Pet Dec 30. Leeds, Jan 27 at 11. Hargreaves, Bradford; Simpson, Leeds.
Freeman, Wm, & Thos Yeoman Freeman, Otley, Yorkshire, Stonemasons. Pet Dec 21. Leeds, Jan 24 at 11. Siddall, Otley; Bond & Barwick, Leeds.
Gledhill, Geo, Leeds, Cloth Manufacturer. Pet Dec 30. Leeds, Jan 26 at 11. North & Son, Leeds.
Godfrey, Wm, Middlesbrough, Yorkshire, Brewer. Pet Dec 31. Leeds, Jan 27 at 11. Simpson, Leeds.
Goucher, John, Worksop, Nottinghamshire, Ironfounder. Pet Dec 31. Leeds, Jan 26 at 11. Branson & Coulson, Worksop.
Green, Wm, West Houghton, Lancashire, out of business. Pet Dec 30. Macrae. Manch, Feb 4 at 11. Mann, Manch.
Gunn, Stephen, Nottingham, Corn Factor. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Belk, Nottingham.
Haigh, Thos Hy, Huddersfield, Yorkshire, Jeweller. Pet Dec 31. Leeds, Jan 26 at 11. Bottomley, Huddersfield; Bond & Barwick, Leeds.
Haines, Geo, Spethwick, Stafford, Tailor. Pet Dec 30. Birm, Jan 26 at 12. Wood, Birm.
Hamer, John, & Benj Grey, Headingly, Leeds, Woollen Printers. Pet Dec 28. Leeds, Jan 24 at 11. Rider, Leeds.
Hancox, Benj, Rumbelows, nr Wolverhampton, Staffordshire, out of business. Pet Dec 31. Birm. Jan 26 at 12. James & Griffin, Birm.
Harrison, Wm, Cloughton, Yorkshire, Farmer. Pet Dec 28. Leeds, Jan 24 at 11. Anderson, York; Bond & Barwick, Leeds.
Henderson, Geo Wm, Sheffield, Yorkshire, Electro Plate Manufacturer. Pet Dec 30. Leeds, Jan 26 at 11. Tattershall, Sheffield.
Hill, John Rothery, Armley, nr Leeds, out of business. Pet Dec 31. Leeds, Jan 27 at 11. Granger & Son, Leeds.
Hitchin, Thos, Handsworth, Staffordshire, Screw Manufacturer. Pet Dec 31. Birm, Jan 26 at 12. Free, Birm.
Hooton, Luke Foster, Bursiem, Staffordshire, Licensed Victualler. Pet Dec 21. Birm, Jan 26 at 12. James & Griffin, Birm.
Hoyle, Allen, Huddersfield, Yorkshire, out of business. Pet Dec 31 Leeds, Jan 26 at 11. Learoyd & Learoyd, Huddersfield Bond & Barwick, Leeds.
Jorden, Jas, Sparkbrook, Worcestershire, out of business. Pet Dec 31. Birm, Jan 26 at 12. Fitter, Birm.
Jorss, Hy Fredk, & Jas Jack, Leeds, Woollen Merchants. Pet Dec 21. Leeds, Feb 2 at 11. Simpson, Leeds.
Kellett, John, Cleckheaton, Yorkshire, Blanket Manufacturer. Pet Dec 23. Leeds, Jan 24 at 11. Terry & Co, Cleckheaton; Tempest, Leeds.
Lassen, Christopher Heinrich, Kingston-upon Hull, Merchant's Clerk. Pet Dec 22. Leeds, Jan 27 at 11. Rollitt & Son, Hull.
Livesey, Edwd, & G. Gibson, Leeds, Cloth Finishers. Pet Dec 30. Leeds, Jan 27 at 11. North & Son, Leeds.
Lord, Chas, Bradford, York, Comm Agent. Pet Dec 30. Leeds, Jan 26 at 11. Hutchinson, Bradford; Bond & Barwick, Leeds.
Mason, Thos, Hunmanby, Yorkshire, Corn Miller. Pet Dec 31. Leeds, Jan 27 at 11. Richardson, Scarborough; Simpson, Leeds.

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McCallum, John, Nottingnam, Hosiery Manufacturer. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Everall, Nottingham.
McLeod, Jas, Bradford, Yorkshire, Woolstapler. Pet Dec 30. Leeds, Jan 26 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Metcalf, Dawson, Bradford, Yorkshire, Commercial Traveller. Pet Dec 23. Leeds, Jan 27 at 11. Simpson, Leeds.
Mickmahon, Joseph, Scarborough, Yorkshire, Builder. Pet Dec 30. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Moore, John, Pickering, Yorkshire, District Road Surveyor. Pet Dec 21. Leeds, Jan 24 at 11. Bond & Barwick, Leeds.
Muddyman, Wm, Birm, Fruiterer. Pet Dec 31. Birm, Jan 26 at 12. East, Birm.
Newbold, Jas, Bradford, Yorkshire, Grocer. Pet Dec 21. Leeds, Feb 2 at 11. North & Sons, Leeds.
Nicholls, Jas, sen, Jas Nicholls, jun, & Joseph Watson, Leeds, Cloth Manufacturers. Pet Dec 30, Leeds, Jan 24 at 11. North & Son, Leeds.
Nicholls, David, Leeds, Woollen Merchant. Pet Dec 30. Leeds, Jan 26 at 11. Granger & Son, Leeds.
Pennett Edwd, Bradford, Yorkshire, Stuff Merchant. Pet Dec 31. Leeds, Jan 26 at 11. Watson & Dickons, Bradford; Bond & Barwick, Leeds.
Phillips, Wm, Walcot, Salop, Farmer. Pet Dec 31. Birm, Jan 26 at 12. Hodgson & Son, Birm.
Pitt, Geo Walsall, Staffordshire, Licensed Victualler. Pet Dec 31. Birm, Jan 26 at 12. Parry, Birm.
Potts, Hy, Kingston-upon-Hull, Yeast Merchant. Pet Dec 31. Leeds, Jan 27 at 11. Spurr, Hull.
Pycock, Hy, Leeds. Joiner. Pet Dec 31. Leeds, Jan 24 at 11. Harle, Leeds.
Renton, Jas. Otley, Yorkshire, out of business. Pet Dec 29. Leeds, Jan 24 at 11. Hartley, Otley; Bond & Barwick, Leeds.
Robinson, Saml, Rugeley, Staffordshire, Grocer. Pet Dec 31. Birm, Jan 26 at 12. Crabb, Rugeley; James & Griffin, Birm.
Rodocanachi, Demetris Konstantino, Manch, Merchant. Pet Dec 4. Fardell. Manch, Feb 2 at 11. Partington & Allen, Manch.
Scott, Geo, Bradford, Yorkshire, Stuff Merchant. Pet Dec 30. Leeds, Jan 27 at 11. Hargreaves, Bradford; Simpson, Leeds.
Scott, Robson, & Thos Robson Harrison, Sunderland, Durham, Brass Founders. Pet Dec 22. Gibson. Newcastle-upon-Tyne, Jan 27 at 12.30. Brignal, Durham.
Shackleton, Wm, Leeds, Cabinet Maker. Pet Dec 31. Leeds, Jan 24 at 11. Tennant & Co, Leeds.
Shaw, W. G. Bradford, Yorks, Cement Merchant. Pet Dec 31. Leeds, Jan 24 at 11. Rhodes, Bradford.
Shepherdson, Wm, Kingston-upon-Hull, Joiner. Pet Dec 23. Leeds, Jan 27 at 11. Stead & Sibree, Hull.
Smith, John Hodgson, & Wm Smith, Tyersall, Yorkshire, Stuff Manufacturers. Pet Dec 31. Leeds, Jan 24 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Smith, Wm, Nottingham. Braid Manufacturer. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Gibson, jun, Nottingham.
Smith, Wm, Birm, Furrier. Pet Dec 31. Birm, Jan 26 at 12. Francis, Birm.
Spence, Wm Marriott, Bradford, Corn Miller. Pet Dec 29. Leeds, Jan 24 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Stewart, Jas, Kingston-upon-Hull, Draper. Pet Dec 31. Leeds, Jan 27 at 11. Noble, Hull.
Thomson, Edwd, Prisoner for Debt, Aylesbury. Pet Dec 23. Watson. Aylesbury, Feb 1 at 11. Smith, Maidenhead.
Walker, Thos, Gainsborough, Lincolnshire, Eating-house Keeper. Pet Dec 31. Leeds, Jan 27 at 11. Spurr, Hull.
Wardle, Adam, Sunderland, Livery Stable Keeper. Pet Dec 31. Gibson. Newcastle-upon-Tyne, Jan 24 at 12. Graham & Graham, Sunderland.
Whittaker, Jas, Longsight, Lancashire, out of business. Pet Nov 1. Fardell. Manch, Feb 2 at 11. Jackson, Manch.
Wilby, Edwin, Ossett Common, Yorkshire, Cloth Manufacturer. Pet Dec 22. Leeds, Jan 24 at 11. Wainwright & Co, Wakefield; Bond & Barwick, Leeds.
Wood, Arthur, Hunslet, Leeds, Glass Manufacturer. Adj Dec 31. Marshall. Leeds, Jan 27 at 12. Dyson, York.

Under the Bankruptcy Act, 1869.

To surrender in London.

Creditors must forward their proofs of deeds to the Registrar.

Bernadat, Joseph, Leadenhall-st, Hairdresser. Pet Jan 12. Spring-Rice, Registrar. Jan 25 at 2.

TUESDAY, Jan. 18, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Regan, James, Oxford-st, Whitechapel, Music Seller. Pet Dec 31. Feb 2, at 12. Digby, Gresham-st, Bank.

To Surrender in the Country.

Allin, Geo, Uttoxeter, Stafford, Auctioneer. Pet Dec 30. Birm, Jan 28 at 12. James & Co, Birm.
Coxon, John, Sneinton, Notts, Silk Dealer. Adj Dec 28. Patchitt. Nottingham, Feb 9 at 10.30.
Davis, Jos, jun., Wolverhampton, Grocer. Pet Dec 30. Birm, Jan 28 at 12. James & Co, Birm.
Greenway, Chas Wm, Lozells, near Birm, General Factor. Pet Dec 30. Birm, Jan 28 at 12. Parry, Birm.
Hyam, Jacob, Birm, out of business. Pet Dec 24. Guest. Birm, Jan 28 at 10. East, Birm.
Lamb, Sarah Ann, Huddersfield, out of business. Pet Dec 30. Jones. Huddersfield, Jan 31 at 10. Milnes, Huddersfield.
Mansfield, William, Birm, Quarry Manufacturer. Pet Dec 23. Birm, Jan 28 at 12. Jacques Birmingham.
Pardoe, Chas, Hanley, Stafford, Licensed Victualler. Pet Dec 30. Birm, Jan 28 at 12. Homer. Brierley-hill.
Rogers, Wm, Huddersfield, Auctioneer. Pet Dec 31. Jones. Huddersfield, Jan 31 at 10. Freeman Huddersfield.
Ross, John Chas, Lozells, near Birm, Manager and Barman. Pet Dec 30. Birm, Jan 28 at 12. Fallows, Birm.
Taylor, Joseph, Syke, Lancashire, Warehouseman. Adj Dec 13. Jackson. Rochdale, Jan 29 at 10. Standring, jun, Rochdale.
Thompson, Wm, Prisoner for debt, Stafford. Adj Dec 13. Brown. Wolverhampton, Jan 27 at 12.
Winkett, Chas, Birm, Provision Dealer. Pet Dec 29. Guest. Birm. Jan 20 at 10. Walker, Wellington, Salop.

Under the Bankruptcy Act, 1869.

To surrender in London.

Creditors must forward their proofs of debts to the Registrar.

Crowhurst, Anthony Morris, Aldermanbury, Importer of Fancy Goods. Pet Jan 17. Murray, Registrar. Feb 7 at 11.
Trevett, John, Rye-lane, Peckham, Ironmonger. Pet Jan 14. Spring-Rice. Feb 3 at 11.

To surrender in the Country.

Creditors must forward their proofs of debts to the Registrar.

French, Chas Hancock, Bendyshe Hall, Radwinter, Essex, Farmer. Pet Jan 15. Eadon. Cambridge, Feb 5 at 2.
James, Robt, Manchester, Joiner. Pet Jan 13. Kay. Manchester, Feb 9 at 1.
Reynolds, Joseph, Lpool, Butcher. Pet Jan 12. Hime. Lpool, Feb 1 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan, 14, 1870.

Brown, John, Kingston-upon-Hull, Cowkeeper. Dec 22.
Fenwick, John Clerevaulx, Newcastle-upon-Tyne, Attorney. Dec 31.
Gooch, Robt, Hertford-road, Kingsland-road. Jan 11.

TUESDAY, Jan. 18, 1870.

Markcrow, Jas Isaac, Kingston-upon-Hull, Fish Merchant. Dec 30.
Rippon, Thos, Great Grimsby, Lincoln, Ship Chandler. Jan 15.
May, Jas, Bristol, Beerhouse Keeper. Jan 10.

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The Solicitors' Journal.

LONDON, JANUARY, 29, 1870.

THE ANOMALIES and discrepancies in county court law and practice have been of late frequent subjects of comment in our pages. Here is an anomaly which, in a small way, is perhaps as extraordinary as any that has been hitherto mentioned. By Rule of Practice No. 50 a summons which has not been served may be reissued, under certain circumstances, without the payment of a further court fee. The cases in which these reissues are allowed are cases in which the non-service has not arisen out of any negligence on the part of the plaintiff in issuing the original summons. Under section 2 of the County Courts Act, 1867, a summons on a claim for goods sold to be dealt with in the way of defendant's trade may be served personally, and judgment entered by default if there is no notice of defence given. Some of the Courts decline to re-issue summonses under section 2, in spite of the provisions of rule 50, and demand a fresh fee if a second summons is issued in consequence of the non-service of the first. It sometimes happens that not only a second but a third summons is required in consequence of non-service, and this is more likely to be the case when service is required to be personal. Taking a case, then, where a third summons has been necessary, for say £20, we have this extraordinary difference in the practice of the courts:—if the summons is taken at Lambeth, for example, the fee of £1 3s. covers all the three "successive summonses," as rule 50 calls them, but at Southwark or Wandsworth the fee is charged three times over; and, as only one fee can be charged to the defendant, the plaintiff loses the other two! No time should be lost in setting right so extraordinary a difference in practice as this.

THE ARGUMENT OF AN important case, *Reg.* v. *Stainer*, was commenced last Saturday in the Court for the Consideration of Crown Cases Reserved. The argument is to be continued to-day. The point involved is whether an officer of a friendly society, some of whose rules are in restraint of trade, although not dealing with strikes, is liable to an indictment for embezzling money of the society, which he has received on their account, in the ordinary course of the business of the society This point has, we believe, never received judicial consideration in any reported case. In the recent decisions of *Hornby* v. *Close* (15 W. R. 336) and *Farrer* v. *Close* (17 W. R. 1129), a somewhat similar question was discussed, viz., whether friendly societies, some of whose rules were for the support of strikes, and in that sense in restraint of trade, could take advantage of a section (section 44) of the Friendly Societies Act (18 & 19 Vict. c. 63), which enables friendly societies to take summary proceedings against persons misappropriating their funds.

The result of these cases is that, although in *Farrer* v. *Close*, the Court of Queen's Bench was equally divided, societies whose rules are in restraint of trade are excluded from the benefit of this section. 32 & 33 Vict. c. 61, while it remains in force (for it expires at the end of this year), provides for such cases as those of *Hornby* v. *Close* and *Farrer* v. *Close*, and extends the section of the Friendly Societies Act to societies having rules as to the terms on which their members will employ or be employed, although such rules may operate in restraint of trade. Neither this statute nor these cases therefore settle the point in issue in *Reg.* v. *Stainer*, although they may doubtless afford materials for argument on the question as to what principles should govern the decision in *Reg.* v. *Stainer*.

THE FOLLOWING reaches us from an official source :—

"Probably the practical effect of the new system of collecting the Queen's taxes may be more easily apprehended by contrasting the actual working of the method hitherto in force with that now coming into operation.

"Suppose the case of an individual assessed under Schedule D. of the Income Tax Act for the year 1869-70, the duty payable by whom shall amount to £20 for the whole year; under the system heretofore in force £10 of that sum would have been collected in October or November, 1869, £5 would become payable about February, 1870, and the remaining £5 in April, 1870. On each of these several occasions the collector would give a receipt for the amount paid and would afterwards account to the proper officer for each sum so received; under the new system, no demand is made until January, 1870, when the whole £20 is collected in one sum and at once accounted for to the Revenue, and no further demand will be made upon the party until January, 1871, when the income tax duty for 1870-71, will, in its turn, be in like manner collected in one sum; it is obvious that this simplification of the mode of collection will diminish the labours of the officers engaged therein by two thirds, whilst a considerable economy will be effected and much complication avoided by the diminution of the number of official receipts and other forms hitherto used in collecting and accounting for the duties.

"The effect as regards the inhabited house duty will be similar, but the case is somewhat different in reference to the general duties of assessed taxes. Hitherto, the assessed taxes have been charged and accounted for in the following manner.

"Take, again, the case of an individual liable to those duties for the year 1869-70.

"Early in April, 1869, the party was required to make a return of the greatest number of taxable articles kept or used by him within the preceding year, commencing 6th April, 1868, and ending 5th April, 1869. Having made the required return an assessment was made in accordance with the party's liability. Payment of the first moiety of that assessment was demanded in October or November, 1869, and the second moiety will be required to be paid in April, 1870; and here a certain hardship will undoubtedly arise, owing to the introduction of the new plan of charging and paying the assessed taxes by means of licences, inasmuch as the party will be required to pay the licence duty in January, 1870, for the articles he actually has in use at that period. This will clear him, so far as regards those articles, until January, 1870, but the second moiety of the assessment of 1869 will still be outstanding and payable in April, 1870.

"Thus—

"Amount of assessment, 1869-70, say £20 ...	First moiety, paid October, 1869 ...	£10
do. do. ...	Second moiety, payable April, 1870	£10
		£20
"Assessed tax licence, 1870-71, payable January, 1870 ...	say	£20"

This is a correct explanation of the new and old laws on this matter; but, as the reader who perused our article on the subject (*ante* p. 128) will see, it involves an assumption which has been at the bottom of most of the popular misconception of the matter, and which, in all probability, is accountable of the non-comprehension by the public of the explanation put forth by the Chancellor of the Exchequer. It narrates, so far as the collection of the income tax and inhabited house duty is concerned, what was the *proper* system of collection, but not that which was commonly adopted. In practice the three applications were not made. In London, as far as our experience goes, only

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one was made, and printed forms were used, showing at what times the moieties were payable, which forms were generally served about midway between those times. This was the practice, at any rate, in the case of all persons whose credit was reasonably good. The explanation which we have printed at the head of this notice describes accurately the times when the duties used to be *payable*, but not those in which they used in practice to be paid. Thus the tax collectors appear, in one respect, to have anticipated the new scheme by collecting all the portions in one sum; but the consequence was that they could not get it till the end of the year.

MANY OF OUR READERS will peruse with interest the observations of Sir Roundell Palmer, which we reprint in another column, on the Married Women's Property question. Sir Roundell Palmer's view of any proposal to alter the law is always cool and singularly keen and far reaching. There is almost as much partisanship, and almost as many shibboleths are heard, on topics of social as on those of political reform. Anything, therefore, which falls from Sir Roundell Palmer is grateful, both for its authority and as a relief in contrast to multitudes of more or less hasty and imperfectly considered utterances. Upon the married women's property question Sir R. Palmer fears that legislation in the spirit proposed by the extreme "rights of women" sect would be no benefit to any one. We certainly agree with this view,* believing that such a social revolution as that proposed by the Bill of 1868 would let in seventy evils to cure one. We further agree with Sir R. Palmer in disapproving of the principle, contended for by some, of rendering wives independent of their husbands, and we believe that a considerable part of the random utterances on this point are owing to their authors never having calmly considered the extent to which protection of the wife's property is *possible*. You may tie up separate property or earnings as tightly as you will, in principal; but as to instalments of income, wherever husband and wife live together, no legislation on earth can guarantee that the husband shall not be able to get hold of the actual shillings, if he is so minded and strong enough. In order to put the property out of the husband's power, you must put it out of her own.

Sir R. Palmer agrees that, among the poor, some provision is necessary for securing to the wife a better facility for obtaining the protection already extended in part by the Matrimonial Act. No doubt some provision of this description would touch the matter nearly, but we do not think it would supply all the need. And we repeat our former opinion that the Gordian knot is to be untied (we disclaim any desire to have it *cut*) by borrowing from France some modification of the *separation des biens*, under which all the wife's property remains her own, the husband being, as long as they live together, sole *administrateur*.

UNDER THE COUNTY COURTS ACT (9 & 10 Vict. c. 95) a creditor had to go to the debtor's district to obtain a summons; so that a debtor, for a trifling sum, was almost safe against proceedings, provided he lived at a considerable distance from his creditors, as creditors seldom thought it worth their while to enforce a claim in distant courts. Subsequent legislation has been more favourable to creditors in allowing them, under certain conditions to summon debtors from a distance. The Act of 1867 (section 1) carried this principle further than it had been carried before by allowing a debtor to be sued "where the cause of action wholly or in part arose." Under this section the mere receipt of an order for goods has been generally held to be "part of the cause of action," although the purchaser might live hundreds of miles away, and might never have been within the district to which he might subsequently be summoned by virtue of the receipt of the order within it. This section seems to have worked well for two years, and no attempt has been made to disturb the arrangement, but the operation of a similar section relating to judgment summons is now imperilled. By section 18 of 19 & 20 Vict. c. 108, any of the nine metropolitan courts (excluding the City court) were empowered to send common summons to each others districts for service, without leave of the Court, which was required previously. This was practically treating the metropolis as one district, as each high bailiff of a metropolitan court became bailiff, for this purpose, of all the other metropolitan courts, to the great convenience of plaintiffs, as they previously had to wait for days, sometimes (as in vacation) for weeks, for the sitting of the Court, to obtain leave.

By section 3 of the Act of 1867, the same rule was applied to judgment summons, the City court being added to the nine metropolitan courts to comprise the metropolitan district. Hence, for two years, plaintiffs could issue judgment summons in their own districts, and have them served in any part of London without leave of the Court. No. 2 of the new Rules has now laid down that "A judgment summons shall not be issued by a Court unles the debtor resides or carries on business within its district, or unless by leave of the Court under section 48 of 19 & 20 Vict. c. 108." That section 48 provides that in *all* cases of judgment summons to be served in another district, leave of the Court must be obtained; and the drawer of the rules seems to have treated this as the most recent statute on the subject, ignoring altogether the 3rd section of the Act of 1867.

The point was raised before one of the metropolitan judges this week, when he at once said the Committee of County Court Judges were not empowered to make rules setting aside Acts of Parliament, and consequently, Rule No. 2 was of no effect. The application was for a judgment summons to be sent to another metropolitan district for service, and the judge said, that although leave was not necessary he would grant it, to obviate the difficulty that might arise from the officers of other districts acting upon the rule and not upon the Act of Parliament. He granted leave in the particular case, but gave general leave in all such cases without plaintiffs being put to the inconvenience of applying to the Court. Thus section 3 is repealed by Rule 2, but Rule 2 is repealed by order of a judge, at least so far as his court is concerned.

We have stated the point as we gather it to have been presented to the judge above mentioned, but it is possible that the framers of the new Rules may have proceeded upon the assumption that section 5 of the Debtors Act, 1869, by substituting its own provisions for those of sections 98 and 99 of the 9 & 10 Vict. c. 95, may have repealed by implication section 3 of the County Courts Act, 1867.

SOME FEW WEEKS SINCE we had occasion to notice a concern called the "West Kent Mercantile Institute" at Greenwich, consisting of a solicitor named Elworthy, and his father. The institute has appeared during the present month as a plaintiff in the Greenwich County Court, suing one of its clients for £8 odd for professional services, including negotiation for a loan. It appeared from the evidence, as commented upon by the judge, that the institute did not keep its solicitor's diary as it should be kept. As to the claim for the loan negotiation, the judge dismissed it with costs. The prospectus of the institute stated that agencies had been opened in all the principal towns in the kingdom. In our former remarks we queried the names of the solicitors conducting the agencies. Mr. Elworthy, jun., when examined on this point, declined to give any further details than that on being entrusted with any business in any town he would select a name out of the *Law List*, which would constitute an agency. It appeared that Mr. Elworthy, jun., was solicitor to the institute, Mr. Elworthy, sen., being secretary, surveyor,

Vide, 12 S. J. 691.

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and his clerk. We trust the Incorporated Law Society has its eye on this pair.

VICE-CHANCELLOR MALINS has consented to preside at the ensuing Anniversary Festival of the Solicitors' Benevolent Association, which is appointed to take place on Wednesday, the 15th of June next, at the Freemasons' Tavern, London.

ACTIONS AGAINST CARRIERS.

No. I.

The contract with a carrier for the carriage of goods has this peculiarity—that there are usually three parties concerned in the contract—viz., the consignor, the carrier, and the consignee. The carrier knows necessarily of the existence of the consignor and the consignee, and usually their names also, but he is ignorant of the relations that exist between them, and he knows nothing as to the ownership of the goods. When a carrier is liable to an action for not properly carrying the goods entrusted to him for carriage, it often becomes a difficult question to determine in whose name the action ought to be brought, whether in that of the consignor or of the consignee. The rule most generally laid down is that the action should be brought in the name of the person who has the property in the goods, whether he was the consignor or consignee (Smith's Merc. Law, 7th ed. p. 292, Chitty & Temple, 124). In *Coombs* v. *The Bristol, &c., Railway Company* (6 W. R. 726), Watson, B., says—"The right to sue the carrier depends upon the question in whom the property in the goods is."

If the cases upon which this rule purports to be based are examined, it will be found that the rule is not correctly stated. There is no dispute in these cases that the action against the carrier for neglect of his engagement to carry is one substantially of contract. The language, however, of the judgments in several cases might lead one to suppose that the rights on breach of contract for carriage are different from those which arise on the breach of other contracts.

Usually on the breach of a simple contract the person entitled to sue for such breach is the person with whom the contract was made; the person from whom the consideration moved, and to whom the promise was made. If on the breach of a contract of carriage the owner of the goods carried *quâ* owner were the proper person to sue and not the person with whom the contract was made, these contracts would be of a most anomalous nature and would give rise to rights very different in principle from those springing from other contracts. There is, however, no authority for such a proposition concerning contracts for the carriage of goods, and indeed the cases which are most frequently cited to establish the rule before stated really prove that these contracts are subject to the same principles as all other contracts. The rules, therefore, for ascertaining the proper person to be plaintiff in an action for a breach of contract of carriage are the same as on the breach of any other simple contract. He is entitled to sue from whom the consideration proceeds and to whom the promise is made.

The rule that the ownership of the goods determines the right to sue on the contract has arisen from a confusion between the right to sue and the evidence by which that right is proved. The right to sue depends upon contract. The proof that the contract sued upon was made with the plaintiff is frequently established by showing that he was the owner of the goods which were to be carried. If A. order goods of B. of a particular kind, and direct B. to send them to him by a particular carrier, and B. executes the order correctly, and the property in the goods vests in A. on delivery to the carrier, A. is usually the proper person to sue the carrier for negligence in the carriage of the goods. If, however, B. sends goods of a kind different from that ordered by A., so that A. is not bound to and does not accept such goods, B. would usually be the proper person to sue. There is no doubt about this proposition, and it is also clear that the proper person to sue in each of these cases would be the person who is the owner of the goods. In the decisions establishing these propositions the right of action is generally treated as if it depended upon the ownership of the goods, but it is obvious that in each of these cases the contract for carriage is in fact with the owner of the goods.

In the case first put A. undoubtedly does authorise B. to send the goods, and, therefore, contracts with the carrier through his agent B. In the second case, A. does not authorise the sending of such goods as B. in fact sends, and consequently makes no contract with the carrier. In this latter case, therefore, the contract, as a matter of fact, is between B. and the carrier. Thus the right of action in both cases springs from a contract proved as a matter of fact, but the ownership of the goods would be important evidence to establish the existence of the contract. Of course, in either of these cases, evidence in addition to the facts we have supposed might alter the legal rights by showing that some contract existed different from that which appeared at first sight.

It must also be remembered that a consignor delivering goods to a carrier for a consignee, who is the owner, may or may not so act as to create a contract between himself and the carrier. The mere fact, however, of delivering goods to a carrier to be carried does not necessarily show any contract between the consignor and the carrier. The carrier may, and often does look exclusively to the consignee for payment, and relies on his right of lien to enforce that payment. Whether or not there is a contract between the consignor only and carrier, or between the consignee only and carrier, or whether there is a contract between the consignee and the carrier, on which either the consignee, the principal, or the consignor, the agent, can sue, is really a question of fact and not of law. It is a fact to be decided like any other fact—viz., by the jury. The confusion between the right of action and the evidence of the contract which gives the right of action, has caused considerable difficulty in cases where this subject has been discussed. When, however, the decisions in these cases are closely examined, it will be found that they may all be reconciled with the adoption of the ordinary principles of the law of contract, although there are *dicta* which cannot be so readily explained.

One of the earliest cases in which the question whether the consignor or consignee of goods is the proper person to sue for a breach of the contract of carriage is *Davis* v. *James* (5 Burr. 2680), decided 1770. That was an action by a consignor who paid for the carriage of the goods against a carrier for breach of the contract. The property of the goods was in the consignee, and it was argued that the consignee was the proper plaintiff, and not the consignor. Lord Mansfield, however, said in giving judgment, "the vesting of the property may differ according to the circumstances of cases, but it does not enter into the present question. This is an action upon the agreement between the plaintiff and the carrier. The plaintiffs were to pay him. Therefore the action is properly brought by the person who agreed with him, and was to pay him." *Moore* v. *Wilson* (1 T. R. 659) is to the same effect. There there was an agreement in fact between the consignor and the carrier, although as between the consignor and the consignee the latter was to pay for the carriage. The consignor was held to be the right person to sue.

In *Dawes* v. *Peck* (8 T. R. 330) a consignor, the property in the goods being in the consignee, was held unable to sue, and the judgment might appear to be based on the fact that the consignor had no property in the goods. This, however, is not the real *ratio decidendi*, because both *Davis* v. *James* and *Moore* v. *Wilson* are referred to and approved, but distinguished on the

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ground that there the consignor paid for the carriage. In other words, in those two cases a contract between the consignee and the carrier was proved, but no such contract was proved in *Dawes* v. *Peck*, and, therefore, the plaintiff was non-suited.

Joseph v. *Knox* (3 Camp. 320) shows very clearly that the right of action against a carrier depends upon the question with whom was the contract made. The action was on a bill of lading by a consignee against a carrier for non-delivery. The property in the goods was in the consignee. Held, that the action lay because "there is privity of contract between these parties (the plaintiff and the defendant) by means of the bill of lading. That states that the goods were shipped by the plaintiffs, and that the freight for them was paid by the plaintiffs. To the plaintiffs therefore from whom the consideration comes, and to whom the promise is made, the defendant is liable for the non-delivery of the goods. After such a bill of lading has been signed by his agent he cannot say to the shippers they have no interest in the goods and are not damnified by his breach of contract. I think the plaintiffs are entitled to recover the value of the goods, and they will hold the sum recovered as trustees for the real owners."

In *Sargent* v. *Morris* (3 B. & Ald. 276) a consignee of goods by bill of lading was held not entitled to sue. There was no contract in fact by him with the carriers, as under the circumstances, the consignors could not in any sense be considered as his agents to make the contract of carriage with the carriers for him.

Fragano v. *Long*, 4 B. & C. 219, shows that a consignee, the owner of goods which had been sent to him by his directions, can sue the carriers for negligence in the carriage. There the property was in the consignee, and the right of action is spoken of as depending upon the right of property, but it will be seen that there was clearly a contract between the carriers and the plaintiff, through the plaintiff's agents, the shippers. To the same effect is *Swain* v *Shepherd* (1 M. & Rob. 224) where the consignor of goods sent "on sale or return" was held entitled to sue the carriers for negligence. In *Coats* v. *Chaplain* (3 Q. B. 483), the consignor was also held entitled to sue. He had sent goods to a consignee by the consignee's order, but the Statute of Frauds had not been complied with and the goods were lost on the road. In these two cases there was clearly a contract between the consignors and the carriers, and on this ground they were entitled to recover. *Coombs* v. *The Bristol, &c, Railway Company* (6 W. R. 726), was the converse of *Coats* v. *Chaplin*. The plaintiff in *Coombs* v. *The Bristol, &c., Railway Company* was the consignee of goods ordered by him of the consignor, the property in which had not passed to him, as the Statute of Frauds had not been complied with. It was held that the plaintiff could not recover in an action against the carriers for the loss of the goods.

In *Freeman* v. *Birch* (1 Nev. & Man. 420) Parke, J., says, during the argument, "the person who employs the carrier must bring the action;" and again, "the circumstance of the legal right being in one person may be evidence of employment by that person." In *Dunlop* v. *Lambert* (6 Cl. & Fin. 600), the authorities on this subject are examined and the law is thus stated: "Although generally speaking where there is a delivery to a carrier to deliver to a consignee he is the proper person to bring the action against the carrier should the goods be lost; yet if the consignor made a special contract with the carrier, and the carrier agreed to take the goods from him and to deliver them to any particular person at any particular place, the special contract supersedes the necessity of showing the ownership in the goods, and the consignor, the person making the contract with the carrier, may maintain the action though the goods may be the goods of the consignee."

These are the authorities most frequently referred to when the question, Is the consignor or consignee the proper person to sue? is discussed.

LAW DIGESTS.

While the Legislature has been unable to make up its mind to do anything decided upon the great subject of a complete digest of the law, private enterprise has been endeavouring to supply the public from time to time, in a very unambitious form, and to a limited extent, with some of the advantages which would be derived from larger schemes. Though digests of the whole law cannot be had, digests of the case law decided during certain periods are pretty numerous. The *Weekly Reporter* Digest of cases decided within the year is issued at the close of each yearly volume, and embraces the reports of all the four series now published. Mr. Fisher's Digest, formerly published in connection with the *Jurist*, is still issued annually. The *Law Times* has its Digest. The *Law Journal* likewise publishes its periodical Digests, though they appear at longer intervals than those we have mentioned. These various Digests are of various degrees of excellence, and we do not propose to discuss their merits here. But they all resemble each other in one point, and that is the general principle upon which they are framed. The plan adopted by all of them has been to select, wherever it was possible, broad general heads, being for the most part heads long known to all lawyers as familiar land marks, such as bankruptcy, landlord and tenant, principal and agent, and the like; then to arrange in convenient groups the cases falling under each of these heads; finally, to complete the work by inserting both for the cases falling under these familiar heads and for others which do not admit of being brought into such large groups, as many cross references under other titles as seem necessary to secure that no one shall look for any point in the Digest in vain. This method of arranging the cases as far as possible under the widest heads to which they are referrable, and only referring to them under the words which indicate the smaller details, has always been supposed to secure several advantages; first that any one at all in the habit of using the Digest is pretty sure to find any decision in the first place where he looks for it; secondly, that all the cases upon kindred points will be found together; and thirdly, that if any one of the proper cross references is omitted (and digests of course enjoy no immunity from error), there is no great harm done, for the case will still be found in the place where most people will look for it first and every one will look for it first or last. We will take an imaginary example. Suppose there are five or six cases to be dealt with in which the question was whether certain things were perils of the seas within the meaning of the ordinary policy of insurance. In one the question is as to damage done by rats, in another as to damage done by the leakage of petroleum oil, and so on through the others. In ordinary digests these would all be found together, forming a group of cases under the general head "Insurance," or something of the kind. There would be more references to the place at which the several cases are to be found under the heads "Perils of the seas," "Rats," "Leakage," "Petroleum oil." In this way those who wanted any particular decision, say the one about rats, would find it where he would be most likely to look for it first, and where he would certainly look for it if he did not find it in the place first searched. Any one who wanted to have light on the meaning of "Perils of sea" by seeing all the late decisions upon those words, would find them all collected together. And if, by accident, a cross reference were omitted, say for instance, that under the word "Rats," no great harm would be done; for no one who looked for the case under that word and failed to find it could think of concluding that it was not in the book. Another advantage of the system of grouping may not be quite so obvious at first sight, but is very real. When decisions are thus arranged, the true bearing of each is at once apparent, and there is no danger of supposing any one to have a wider application than it really has. Thus, in our example, the cases on the "Perils of the

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seas" being all ranged under the head "Insurance," no one could forget that they have to do only with the meaning of those words in a policy, or could suppose that they are conclusive as to their meaning if used anywhere else.

A new digest of cases has lately appeared in the field, issued in connection with the *Law Reports*. The preparation of a digest must always be an ungrateful and very laborious task; and in the result no reasonable man could ever expect more than an approximation to perfect accuracy. The *Law Reports* digest is the result, we have no doubt, of diligent labour, and we have no reason to suppose that it is not, at least as free from error as any other digest formed on the same plan is likely to be. Indeed, as it is a digest only of the cases decided in one set of reports, and is at the same time nearly a year in arrear of several other digests which comprise the cases reported in all, its framers have had an exceptionally easy task, and, therefore, we may presume, have accomplished it with special accuracy. It supplies, for this reason, the better illustration of what we have to say about the principle on which it seems to have been formed. Anyone who takes up this Digest for the first time will see at once that it is not compiled on the ordinary principle. He will turn to the heads "Bankruptcy," "Landlord and Tenant," "Practice," and find not a single case under any of them, but under each a number of mere references to other places. He may not, however, at first sight detect what principle has been adopted in its place. We can, of course, only judge from the result; but from this there can be little doubt that the rule which the compilers have laid down for themselves is the precise reverse of the usual one—namely, to place each case under the lowest and least general head to which it can be referred, giving only references under the higher and more general. Thus the cases which in other digests would be collected and classified under "Bankruptcy" are here to be looked for under "Fire Policy," "Defeating and Delaying Creditors," "Fraudulent Preference," "Unstamped Creditors Deed," and so on. We do not say that this method has been thoroughly adhered to throughout. Sometimes it has been departed from to a remarkable extent; for instance, all the Scotch cases, we believe, in the Digest are mixed together under "Scottish Law." And in the very matter of "Perils of the seas" a middle course has been taken. But, as a general rule, there can be no doubt, we think, that this Digest has been framed upon the principle we have stated; and, as the plan seems to us as unfortunate as it is novel, we shall very briefly examine its working.

The first and most obvious result of this arrangement is that in the vast majority of cases no one will find any point in the first place where he looks for it, for very few people can remember or guess the minutiæ of a case sufficiently to look for it at once under the word which expresses its smallest detail. Another effect is, that to anyone who wants to find all the cases falling within any large heading, for the purpose, we will suppose, of noting them up in a text-book or for any similar purpose, this Digest is absolutely useless. If anyone wished to use it for noting up his Daniell's Chancery Practice, he would turn to "Practice in Chancery," and find himself referred to about 180 cases scattered over all parts of the book, and would thereupon give up his attempt in despair. Again, where all attempt at logical arrangement is thus discarded, it must often happen that even the compiler of the Digest himself can see no reason whatever for placing a case under any one of several headings rather than any other. And in such instances even people familiar with the smallest details of the cases could never know where to look for them. A few examples will illustrate what we mean. A case decided that to an action upon a covenant made in consideration of marriage, a plea that the marriage was null and void by reason of impotence, without going further, was a bad plea. That case is neither set out nor referred to under "Husband and Wife," nor even under "Nullity of Marriage;" it is set out under "Plea of Nullity of Marriage." How many people are likely to find that case when they want it? There is a case as to interrogatories in an action for malicious prosecution, another as to interrogatories in an action of slander. Why is one under "*Interrogatories* in an action for malicious prosecution," and the other under "Slander"? There is a case deciding that where an incumbent has two churches in one benefice he must hold service in both. Where would anybody expect to find this case? Under "Ecclesiastical Law" perhaps, but there is no clue to it there; under "Clergyman" perhaps, but it is not referred to there; under "Parish" possibly, but there is no reference to it there. It is to be found under "Two Churches in one Benefice." We shall not weary our readers by giving more examples of this class, though we could easily give them by scores. The next fault of this system is that it enormously increases the risk of serious error. Perhaps the worst fault that can be committed in a digest is to separate the decision of a case in the court of first instance from the decision of the same case on appeal, without taking care in some way that no one shall look at the one without being at once sent on to the other. In framing a digest on the ordinary principle this is not likely to occur, for the two decisions must almost necessarily come before the compiler at the same time. But under the new system, if the last catch-word at the head of the report is not the same in both, they will not come before the compiler together, and he is therefore very likely to overlook their connection. In two instances in this Digest we have met with cases decided first in the court below, and afterwards on appeal, in which the two decisions are far apart, and there is no reference from one to the other. *Brook* v. *Badley* (in which the question was whether or no a certain testamentary gift was obnoxious to the Mortmain Act), before the Master of the Rolls, is to be found in column 485, under the head "Mining royalty"; the same case, on appeal, in column 612, under the head "Proceeds of sale of real estate": *Hamank* v. *Simpson*, in the Arches Court, may be found in column 47 under the head "Appeal to Court of Arches," and the same case before the Privy Council is in column 424, under the head "Jurisdiction of Court of Arches;" and in neither instance is there any reference from one place to the other. These are the only instances we have met with of this particular form of error; we cannot, of course, say whether they are the only instances in the book. But further, the new system risks everything on the perfection of the work, and turns every little oversight of the compiler into a formidable blunder. If, in an ordinary digest, the compiler had made the very oversight we have just been speaking of, and had failed in any way expressly to indicate the identity of the case in the Court below and on appeal, still the two would necessarily have been almost close together, and any one using the digest would have seen their connection, and corrected for himself the oversight of the author. But in the present Digest the omission of a reference is fatal.

All the defects which we have pointed out are, as it seems to us, the natural consequence of the system adopted in the new Digest; and, on the other hand, we are unable to discover any single advantage which it possesses over the old system. We hope so bad an example will not be followed, but of this there is probably little danger.

High Court of Calcutta.—The following appointments have been made in the High Court (original side), consequent on the resignation of Mr. Theobald:—Mr. R. Belchambers, registrar of the High Court (original jurisdiction), to be taxing officer, accountant-general, and sealer, with power, as registrar, to perform the duties heretofore performed by the prothonotary, and also such of the duties of the Clerk of the Crown as are not connected with the criminal sessions; Mr. A. S. Gasper to be assistant to the registrar and assistant to the Clerk of the Crown (Mr. C. C. Macrae); and Mr. W. R. Fink to be clerk to the Chief Justice.

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RECENT DECISIONS.

EQUITY.

EFFECT OF FORFEITURE OF SHARES.

Creyke's case, L.J.G., 18 W. R. 103.

The fallacy which underlies a good deal of the argument in this and similar cases appears to us to consist in the supposition that shares are absolutely extinguished by the act of forfeiture. Absolutely extinguished they are not, and cannot be, but only in relation to the holder; and they revert back on forfeiture to the company, and form a portion of the unissued capital. If this were not so, there would be an easy way to reduce the capital of a company in spite of the Companies Act, 1862, and without complying with the requirements of the Companies Act, 1867. Forfeiture extinguishes no liability of the holder which existed at the date of the forfeiture; and a person who ceased to be a member of a company, whether by forfeiture or transfer, remains liable for a whole year afterwards to be put on the list as a past member, and pay, after the list of present members is exhausted, his proportionate share of all debts which were due when he ceased to be a member of the company. So far as he is concerned as a contributory on list B, it matters not whether the shares revested in the company by forfeiture, or vested in a third party by transfer. Nor does it make a bit of difference, so far as he is concerned, whether the shares were forfeited in his own hands, as in *Creyke's case*, or in the hands of his transferee, as in *Bridger's* and *Neill's cases* (17 W. R. 216, L. R. 4 Ch. 266). The case before us was substantially the same as the last named cases, but was complicated by a clause in the articles of association—"Forfeiture shall extinguish. . . . all other rights incident to the share"—but which did not occur in *Bridger's* and *Neill's cases*.

Whatever might be the true meaning of these words, they could hardly be read so as to overrule section 38 of the Companies Act, 1862. It must be borne in mind that a contract to take shares implies a contract to pay the full amount due on them at such time and in such manner as the constitution of the company provides; and this liability is one which affects past members, though in a modified degree, equally with present members. How, therefore, if a man is a past member, can it make any difference in his liability, that he became so by the forfeiture of his shares as a penalty for noncompliance with some duty he owed to the company, instead of by transfer to a third party?

VENDOR AND PURCHASER—NOTICE OF TENANCY.

James v. *Lichfield*, M.R., 18 W. R. 158.

Everything that puts a purchaser on inquiry amounts to notice; and it has long been settled that the occupation of a tenant amounts to notice to the purchaser of the actual interest of the tenant in the property (*Taylor* v. *Stibbert*, 2 Ves. 437).

A purchaser who takes it for granted that the occupation of a tenant is from year to year only, will nevertheless be bound, if it turns out that the tenant enjoys a larger interest, or has an option to purchase (*Daniel* v. *Davison*, 16 Ves. 249).

As between tenant and purchaser, then, the purchaser cannot, after notice of a tenancy, set up the defence of purchase for valuable consideration without notice, whatever the actual tenancy or tenant's right may turn out to be. In the case before us the Master of the Rolls decided that the same principle was applicable to cases between vendor and purchaser, as to cases between purchaser and tenant. The purchaser in the present instance was tenant from year to year, and assumed that the remainder of the property contracted to be purchased, which he knew to be in the occupation of A. B., was held upon similar terms. It turned out that A. B. had in his pocket when the contract was made an agreement for a lease for twenty-one years of the portion of the property occupied by him; and the purchaser in consequence filed his bill against the vendor for specific performance with an abatement. If it had been a case of mistake although on the purchaser's part only, and not common to him and the vendor, yet, as the matter rested in contract, and no deed had been executed, the Court might, it seems, have rectified the error (*Harris* v. *Pepperell*, 16 W. R. 68, L. R. 5 Eq. 1, as was done in *Garrard* v. *Frankel*, 30 Beav. 445), where a person supposed he had entered into a contract for a lease at one rent, and it turned out that the rent specified was of a larger amount. But in the present instance there was no case of mistake, inasmuch as the purchaser was put upon inquiry by his knowledge of the fact of A. B.'s occupation, and therefore specific performance with an abatement was refused.

COMMON LAW.

CHARGES BY RAILWAY COMPANIES FOR CARRIAGE OF GOODS AT A MILEAGE RATE—REASONABLE ROUTE.

Myers v. *London and South Western Railway Company*, C. P., 18 W. R. 69.

The amount which railway companies may charge for the carriage of goods is regulated by their private and by public statutes. They are generally entitled to charge so much per ton per mile. The question in *Myers* v. *The London and South-Western Railway Company* was, is a railway company bound to carry and charge for goods by the most direct route, or may they carry the goods by a longer way and charge per mile over the extended distance? It was decided that "the defendants were not bound to carry the goods by the nearest or most direct route, but that they were only bound to do so by a reasonable and usual route." The point was short and simple, but the decision is of great importance to railway companies who so often have a choice between two lines. The route adopted must be reasonable, but if it is reasonable the mileage rate may be charged over the whole route, although the goods might have been conveyed by a shorter way.

In the judgment the words "usual" and "reasonable" are used as if they were synonymous, and no doubt they often, and perhaps generally, have the same meaning in cases of this sort. There may, however, be a great difference between a "reasonable" route or a "reasonable" time and a route or time which is "usual." That a certain course of business is usual may be evidence that it is reasonable, but it is not necessarily so. It may sometimes be very "reasonable" to depart altogether from the "usual" course of business. That which has been ordinarily done is "usual," and may or may not be "reasonable." That which ought to be done under the special circumstances of each case is "reasonable," and may or may not be "usual." The decision here was that the defendants were entitled to carry by a "reasonable" route, although such route was not the shortest.

EVIDENCE—CONSTRUCTION—HARBOURING DISORDERLY PERSONS.

Murphy v. *Ahern*, C.P. (Ir.), 18 W. R. 71.

During the past year several cases came before the London magistrates, in which the question was raised, What is sufficient evidence of the offence of allowing prostitutes and other disorderly persons to assemble and continue in refreshment houses? The view that has been taken at the Middlesex Sessions in these cases has been that the ordinary rules of evidence and construction must be strictly applied, and that this offence is not proved by evidence merely that known prostitutes in fact came to a particular refreshment house, and took refreshment there. The same view has been taken by the Irish Court of Common Pleas in *Murphy* v. *Ahern*. The decision there was on a different

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statute, but the point for decision was very similar. 5 Vict. c. 24, s. 7, inflicts a penalty upon the keepers of public-houses, &c., who "knowingly permit or suffer prostitutes or persons of notoriously bad character to meet or remain" on their premises. The Court decided that evidence that about sixteen women, most of whom were prostitutes, were in the appellant's house at one time with a number of soldiers, all taking refreshments, and that the women stayed, on an average, about half an-hour in the house, was not sufficient to prove an offence under the statute, as it was not shown that the women came there for immoral purposes, or were guilty while there of immoral or disorderly conduct. The Court says:—"To justify a conviction it is not enough that prostitutes assembled in the house; the justice must be satisfied also that they met there for the purpose of prostitution, or other disorderly conduct." It was not enough that "it was probable that the assembly would result in breaches of morality or decency."

This case resembles very much several cases that have arisen in London, and it confirms the view that has already been adopted at the Middlesex Sessions.

VERBAL EVIDENCE TO VARY WRITTEN CONTRACTS—PRINCIPAL AND SURETY—BILL OF EXCHANGE.

Abrey v. *T. Crux*, C.P., 18 W. R. 63.

The Court of Common Pleas seem to have had some difficulty in applying in this case the well-known rule of evidence that a written contract cannot be varied or contradicted by verbal evidence of a contemporaneous or prior agreement. The action was by the holder of a bill of exchange against the drawer, the acceptor not having paid the bill at maturity. The defendant pleaded that he was a mere surety for the acceptor, and that he drew the bill upon the acceptor as such surety only, as the plaintiff knew, and that it was then agreed between the plaintiff, the defendant, and the acceptor, that the acceptor should deposit certain securities with the plaintiff, which, if the acceptor did not pay the bill, were to be sold by the plaintiff, and the proceeds applied in discharge of the bill, and that, until such sale, the defendant should not be liable upon the bill, and that the securities were duly deposited, but the plaintiff had not sold them. At the trial a verbal agreement, to the effect stated in the plea, was proved. The question was, whether such evidence was admissible, as the agreement was not in writing. It was held that evidence of the agreement was not admissible on the ground, as put by Bovill, C.J., that "the oral agreement stated to have been entered into in the plea goes to contradict the contract stated to have been entered into by the declaration. This oral condition is inadmissible in evidence to qualify the written agreement."

Keating and Brett, JJ., concurred in this view. Willes, J., expressed a doubt as to the propriety of thus deciding. It was, he says, an arrangement "how the surplus of the money owed was to be paid if it turned out that the funds in the holder's hands were not sufficient to satisfy the debt," and in that case the bill was to be enforced in order to pay that surplus. To admit such evidence would be contrary to the ordinary rules, but he thought that an exception to such rules ought in the case of bills of exchange to be made under circumstances like those of the present case.

It might at first sight appear that this case conflicts with those decisions which have established that verbal evidence is admissible to show that a writing which appears a complete contract was yet subject to a condition precedent which has not been performed. The principle, however, of *Pym* v. *Campbell* (4 W. R. 520) and *Rogers* v. *Hadley* (11 W. R. 1074), which, with other authorities, have established this rule, apply only to cases where a condition *precedent* has not been performed. The principle of those cases is that there never was in fact any agreement at all between the parties. If it can be shown that there was a complete agreement between the parties verbal evidence of any condition subsequent is not admissible.

In *Abrey* v. *Crux* the condition alleged in the plea was a condition subsequent. The plea did not allege that the bill was not in fact completely drawn and issued; on the contrary, it admitted that there had been a complete bill on which the acceptor had become liable, but it set up an agreement that the defendant, the drawer (without whom the bill would have been an incomplete instrument), should not be liable unless the plaintiff performed a certain condition. This agreement contradicted the terms of the bill, and therefore could not be proved by verbal evidence.

Although the decision of *Abrey* v. *Crux* merely follows former authorities, the case is remarkable on account of the observations of Willes, J., who seems to have been dissatisfied with the application of the ordinary rules of evidence in a case like this. His objection to their application was apparently that such rules might cause great hardship. This is so no doubt, and the same may be said of almost all rules of evidence, which may sometimes, and probably occasionally do actually obstruct rather than facilitate the object of all evidence—viz., the discovery of the truth. It has, however, been considered that incalculably greater inconvenience would follow if there were no rules to guide the admission of evidence, and the occasional evil is more than compensated for by the general advantage that is secured by the adoption of such rules.

These remarks apply as much to the case of *Abrey* v. *Crux* as to any other case. Willes, J., says, "Great injustice might have arisen if the plaintiff had wilfully destroyed these securities before the bill had become due. He could even then have enforced the bill against the defendant, who would have had no remedy at law." Although any opinion expressed by Willes, J., is deserving of the greatest respect, we cannot help doubting whether he is quite right in this instance. It has been held that if a creditor has securities in his possession, and loses them or gives them up to the debtor, the surety will, to the extent of such securities, be discharged W. & H. L. C., 832, 2nd ed., and cases there collected). We should think, therefore, that if a creditor wilfully destroyed securities *a fortiori* the surety would be *pro tanto* discharged; and that such facts would, if properly stated in an equitable plea, be a good defence to an action like *Abrey* v. *Crux*.

It is clear also that there was no great hardship in fact in *Abrey* v. *Crux*. The defendant, the surety, on paying the amount of the bill, would become entitled to the securities in the plaintiff's hands, and his plea admitted that he only had a defence to the action to the extent of the value of those securities. It seems, therefore, that there is no peculiar hardship in cases like *Abrey* v. *Crux*, and that there is no reason why the rules of evidence, which are salutary in other cases, should be relaxed in these; and we, therefore, think that the decision in fact given is more satisfactory than one in accordance with the views expressed by Willes, J., would have been.

MEASURE OF DAMAGES—PERSONAL INJURIES—FUTURE PROSPECTS.

Fair v. *The London and North Western Railway Company*, Q.B., 18 W. R. 66.

A singular attempt was made in this case to establish some rule whereby the liability of railway companies to compensate for personal inquiries caused be their negligence might be subjected to some limit as to the amount of compensation payable.

The plaintiff had been injured in an accident on the defendants' line and recovered £5,000 damages. In awarding this sum the sum the jury took into consideration the probable damage to his future prospects by the injuries he had suffered. The defendants applied for a

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rule for a new trial or a reduction of damages, and it was argued with much force that a claim for damage to future prospects is of a very vague nature as such damage can only be ascertained by a sort of guess, and the hardship to railway companies, who do not and cannot know the amount of the liability they may be incurring on receiving a passenger, was much dwelt upon.

The Court refused even to grant a rule for the argument of the question, and they expressed an opinion that in this case, under the circumstances, £5,000 was "within reasonable limits." They also appear to have been of opinion that the rule that now exists by which such damages may be recovered is reasonable and expedient. There is no doubt but that the liability to heavy damages in these cases acts as a most salutary check upon the too prevalent carelessness of railway management, and this case shows that in the opinion of the learned judges of the Queen's Bench there is no reason why railway companies should be relieved from this liability.

CRIMINAL LAW.

PRACTICE—PROOF OF PREVIOUS CONVICTION—OFFENCES RELATING TO THE COIN—24 & 25 VICT. C. 99, SS. 12, 37.

Reg. v. *Martin*, C.C.R., 18 W. R. 72.

Section 12 of 24 & 25 Vict. c. 99, provides that whoever shall be guilty of an offence relating to the coin after having been previously convicted of a similar offence shall be guilty of felony and liable to the punishment therein specified. By section 37 when any person shall have been convicted of any offence relating to the coin, and shall subsequently be indicted for any offence against this Act (which relates exclusively to coinage offences), the subsequent offence shall first be inquired into by the jury, and if they find the prisoner guilty then and not before the previous conviction is to be inquired into.

Although the wording of section 37 is sufficiently clear there is some technical difficulty in applying its provisions to cases falling under section 12, because section 12 creates a new felony constituted by the commission of a coinage offence (in itself a mere misdemeanour) after a conviction for a previous similar offence. A jury, therefore, would have to be asked on an indictment for a felony under section 12, whether a prisoner is guilty of a misdemeanour in committing the second offence, and then subsequently whether he is guilty of the felony created by section 12 in consequence of the previous conviction having been established after proof of the second offence.

Up to the present time there has been some doubt as to the practice which ought to be pursued on the trial of an indictment under section 12. That is to say it was doubted whether section 37 applied to such indictments. In *Reg.* v. *Goodwin* (10 Cox, C. C. 534) Mellor, J., ruled, following a previous ruling of Lush, J., that section 37 did not apply to trials on indictments under section 12. He said "in a composite offence such as this, made a felony by statute, the two questions cannot be separated as in the case of offences where the previous conviction only increases the punishment."

It is not easy to reconcile this ruling with the express words of section 37, and there has always been a doubt as to whether this is the true construction of the statute. *Reg.* v. *Martin* has now settled this doubt. The Court for Crown Cases Reserved were unanimously of opinion that section 37 applied to indictments under section 12, and Lush, J., said, that his attention was not called to section 37 when he ruled that the previous conviction could be proved before the jury had found their verdict as to the subsequent offence. This decision may possibly cause some technical anomaly, but it is clearly in accordance with the wording of section 37, and also with the dictates of practical common sense.

REVIEWS.

The Statutes of Henry VII. In exact fac simile *from the very rare original printed by Caxton in* 1489. Edited, with Notes and Introduction, by JOHN RAE, M.R.I. London: Hotten.

The contrast between the Parliamentary procedure of the present day and the Parliamentary procedure of what are called the Middle Ages is a fair sample of changes which have taken place in ways of life, of thought, and in society generally. How great the difference between a modern Act of scores or even hundreds of sections, creeping with all its minuteness of detail across the intricacies of the existing law, and the short terse statute of Richard III. or Henry VII. Now-a-days, in a highly artificial and complex manner of life, the Legislature is expected to provide for the mode in which its will is to be observed, down to minute items of detail, whereby Act succeeding, partially repealing or reviving Act, sometimes causes immoderate confusion. Four or five hundred years ago it was sufficient if the Legislature declared broadly what the law was to be, and left the details of carrying it into effect to the executive. Having forbidden such or such an action, it was sufficient to enact that those who disobeyed should be "punished at the King's pleasure" or "grievously amerced." Every one knew well enough the meaning of these bold, broad mandates, and it was left to the Crown and its representatives to provide for the *minutiæ* in some more or less rough-and-ready fashion. Doubtless this amplitude, being also incertitude, left open a door for oppression and injustice, but it was free from some of the disadvantages of the modern system; and it is probably not far from the truth to say that an honest will in the executive could always administer a mediæval statute so as to carry out its intention fairly and justly, while the same is not true of every modern one.

Equally significant is the difference between the modern progress of a bill through Parliament, with first, second, and third readings, its committal, re-committal, committal *pro formâ*, report of amendments, &c., and the old manner in which statutes were manufactured, at first by a simple debate on the frame of a law, then by an enactment made by the Crown in answer to a petition of the Commons. The introduction of a draft enactment in the form of the modern bill did not take place till the close of the reign of Henry VI. Occasionally, complaints were made that the enactments contained matter foreign and repugnant to the Commons' petitions; at another time there was a remonstrance made, that some ordinances had been enrolled as laws to which the assent of Parliament had never been given.

Mr. Rae has presented the world with a *fac simile* of Caxton's print of the statutes of Henry VII.; and, as Mr. Rae observes, since Henry's third Parliament met in 1489, Caxton dying in 1491 or 1492, this must have been one of the last works of the father of English printing. Mr. Blades, in his "Life and Typography of Caxton," says that four perfect copies of this work are known to be in existence—viz., one in the Inner Temple Library, one Earl Spencer's, one in the Grenville collection, now in the British Museum (of which the present copy is the *fac simile*), and one in the Imperial Library at Paris. Mr. Rae, however, states that he has ascertained that there is not and never has been any such copy at Paris. He states, also, that Dr. Dibdin wrote an account of this Grenville Caxton in the *Gentleman's Magazine* for 1811, and a reference is given to page 232. The *Gentleman's Magazine* of 1811 consists of two parts, paged separately. In neither part does page 232 contain any communication from Dr. Dibdin on this Caxton; but at page 332 of part I. is a letter from Dr. Dibdin, in which he mentions the discovery by him of the *Spencer* copy. Whether or not Dr. Dibdin ever knew of the Grenville Caxton (he certainly had never heard of it when he wrote this letter), he makes no mention of it either in his "Bibliomania" (1811), or in his "Tour" (1817), or "Bibliographical Decameron" (1821).

The statutes of any given reign are often an important part of its history, always an important part of the materials for its history. The preambles alone of the statutes of Henry VII. are highly significant to any one who has traced with Mr. Froude, or some other able historian, the causes which led to the great moral revolution of the next reign. We need only instance, in proof of this, the statute *De Finibus*, and another of which, perhaps,

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even more might be said, the statute which aimed at preventing the "decay of husbandry" by forbidding the throwing up of homesteads, the conversion of tillage into pasture land, and the keeping of large farms in hand. An interesting volume might be written on the condition of the country which led to the passing of this latter Act, comprising in its scope the reign of Henry VII. and continued down to the abortive commission set on foot by Somerset, the Protector, under Edward VI. Some such thought as this, indeed, is put forth by Mr. Rae as his apology for the present *fac simile*, though, if this were all, Pickering's edition would probably be found much more serviceable than that of Caxton. But, in truth, no apology is needed. We cannot all possess an original Caxton, and ought to be obliged to any one who places a good *fac simile* within our reach. Prefixed to the Caxton is a short introductory account of the legislation embodied in these statutes. There is also a glossary of hard phrases and words, with annotations and explanations, which will enable the average reader to apprehend the import of passages which would otherwise puzzle him.

The introductions and annotations are not indeed, so well compiled and written as the *fac simile* is well executed; the *fac simile* has been remarkably well done, but the editorial part of the work is rather slipshod, and somewhat popular and shallow in its learning. Still, however, Mr. Rae is to be thanked for producing a work which will be very appropriate to a lawyer's drawing-room table.

Digest of and Index to the Bankruptcy Act, 1869; *the Debtors Act*, 1869; *and the Bankruptcy Repeal and Insolvent Court Act*, 1869. By JOHN LINKLATER, Solicitor. London: Butterworths. 1870.

This little work is exactly what its name expresses. It is simply an index to the new Act. Even the Acts themselves are not reprinted, which, seeing that they are already in everybody's hands, is probably rather an advantage than otherwise.

The index is very full and accurate, the most so that we have yet seen. It is also admirably printed in clear type and on good paper, no small advantage in an index.

The Bankruptcy Act, 1869; *The Debtors Act*, 1869; *The Insolvent Debtors and Bankruptcy Repeal Act*, 1869, *together with The General Rules and Orders in Bankruptcy, at Common Law, and in the County Courts; with notes, references, and a very copious index.* By HENRY PHILIP ROCHE, Esq., and WILLIAM HAZLITT, Esq., Barristers-at-Law, Registrars of the Court of Bankruptcy. London: Stevens & Haynes. 1870.

To those who wish to have a copy of the new Acts, and of the Rules and Forms, under one cover, and in a convenient form, together with an index, we can recommend this book. There are a few notes to various sections of the Acts, and some of them point out concisely the difference between the new law and the old, and contain references to recent cases. But they are not very systematic. And with the exception of these the only thing in the book which is the work of the editors is the index. They have not had time even to give references from the sections of the Acts to the Rules and Forms by means of which they are to be worked. The index, however, is very good.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S INN.

Jan. 22.—*Re Heritage and Heritage.*

Bankruptcy Act, 1861, *s.* 194—*Bankruptcy Act*, 1869, *s.* 13, *rule* 260.

On the 30th of December last the debtors Messrs. Heritage & Heritage, who were cheesemongers and grocers, executed an assignment of the whole of their property for the benefit of their creditors. The trustees took possession, and, for the purpose of selling the business with the goodwill, they kept the shop open. The debtors were unable to obtain a sufficient number of assents to the deed under the 192nd section of the Bankruptcy Act, 1861, but it appeared that registration had taken place under the 194th section of that statute. After the date of the assignment, viz., the 14th January, 1870, a petition for adjudication was presented by a creditor, and on the same day the Court made an order under the 13th section of the Bankruptcy Act, 1869, and the 260th rule, appointing a receiver. Immediately upon his appointment the receiver proceeded to the shop of the debtors, turned the man acting under the assignment out of the premises, and took possession of everything.

Reed, for the trustees under the deed, now moved for a rule calling on the receiver to show cause why he should not withdraw from possession. He submitted that the receiver was appointed under the statute for the protection of property belonging to the debtor, and that he had no authority to invade the rights of other persons. For the purpose of demonstrating the fact that the trustees possessed a good title, he referred to *Symons* v. *George*, 34 L. J. Ex. 187.

The COURT granted a rule *nisi*.

Solicitors, *Ditton & Co.*

Re Latham.

Bankruptcy Act, 1869, *rule* 260.

Under this petition for liquidation by arrangement or composition, the following notice of motion had been given:—

"The Bankruptcy Act, 1869.

"In the London Bankruptcy Court.

"In the matter of proceedings for liquidation by arrangement or composition instituted by Richard Collins Latham, of 32, High-street, Peckham, in the county of Surrey, grocer.

"Take notice, that this Honourable Court will be moved on behalf of the debtor, on Saturday next, the 22nd day of January inst., that the further proceedings in the several actions brought by you against him may be restrained until the further order of this Honourable Court.

"Yours, &c.,

"JAMES MOTE,

"1, Walbrook,

"Attorney for the said debtor.

"To Messrs." [then follow the names of the several plaintiffs].

Mr. Mote (solicitor), in support of the motion, stated that on the 14th inst. the petition for liquidation was presented, and on the same day the Court appointed a receiver.

Brough, for one of the plaintiffs, stated that the fact of his having obtained judgment and levied execution on the effects of the debtor did not appear on the affidavits. The notice was altogether informal, for it did not state where or at what hour the motion would be made. The sheriff took possession without interference, and it did not appear that the receiver had given notice of his appointment to either of the plaintiffs.

Mr. Piesse (solicitor), for another of the plaintiffs, asked that provision should be made for his costs.

The CHIEF JUDGE said the object of the appointment of a receiver was to prevent one set of creditors obtaining an undue advantage over the others; and he could hardly understand how the sheriff had been allowed to make a levy. There would be an order restraining further proceedings; but at present no direction would be given to the sheriff to withdraw. The costs of the plaintiffs must be reserved. His Lordship added that the notice of motion appeared to be informal.

Solicitors for the execution creditor, *Ashurst, Morris, & Co.*

Jan. 25.—*Nixon and Another* v. *Rigg.*

Bankruptcy Act, 1869, *s.* 7.

This was the first debtor's summons under the new law. It had been adjourned in order that the defendant might find security for the balance of the plaintiffs' claim, and bondsmen had been proposed but the registrar had rejected them.

R. Griffiths, for the debtor, asked for further time to file the necessary bond.

Bagley, for the creditor, objected to further delay.

The CHIEF JUDGE said the object of the order was to secure the amount of the debt and costs. The defendant would be allowed to continue his defence, but only on the terms that he found security. The time would be enlarged until Friday next.

Solicitors, *Parker, Lee & Co.; Harcourt & Co.*

Re D. Tidey.

Rule 260.

Reed moved for an order restraining further proceedings in an action brought against the bankrupt. He stated

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that the adjudication took place on the 21st of January, and it was very important, in the interest of creditors, that the stock-in-trade should not be sacrificed. The bankrupt had carried on the business of a builder and the sheriff had given notice of sale.

The CHIEF JUDGE said the affidavits did not show that the sale would be injurious.

Reed said it would be utter destruction to the estate.

His LORDSHIP made an order, subject to the production of an additional affidavit, restraining the plaintiff from taking further proceedings on his judgment.

Solicitor, *Reed*.

Jan. 26.—*Re Morgan.*

In this case (mentioned *ante*, 252) Mr. Jones, solicitor, moved for and obtained an injunction restraining further proceedings in an action pending against the debtor at the period of the presentation by him of a petition for liquidation by arrangement.

Solicitors, *Kent & Jones*.

In re Bernadat.
Rules 178, 179.

Brough, for the trustee under this bankruptcy, moved for a rule *nisi* calling on a person who held a bill of sale over a portion of the bankrupt's effects to show cause why he should not be committed for contempt. It appeared that Bernadat was adjudicated a bankrupt under the new law on the 12th of January, and the bill of sale holder immediately upon becoming aware of the fact, sent a number of men to the bankrupt's premises, and they forcibly took possession. The affidavits showed that on the 16th inst. about seventeen persons were in possession, and that yesterday, after the application of a trustee, removal of the property commenced.

Mr. Loxley (solicitor) for the petitioning creditor.

The CHIEF JUDGE said that if the affidavits were correct a most violent contempt of court had been committed. Leave would be given to appoint a day, under the 178th & 179th rules, for the application to be made, and an injunction would now be granted restraining the bill of sale holder, his workmen, and agents from further interference with the bankrupt's property.

Solicitors, *Ashurst, Morris, & Co.*

Jan. 26.—*Re Heritage and Heritage.*
Rule to show cause—Practice—Rule 50.

In this case a rule had been granted calling upon the petitioning creditor and manager of the estate, to show cause why they should not withdraw from possession, and why the proceedings under the adjudication should not be stayed. The rule had been obtained on Saturday last, at the instance of the trustees, under a deed of assignment executed by the debtors, and leave had been given to make the rule returnable this morning.

Bagley, for the petitioning creditor and manager, stated that the rule was not served until Monday, the 24th, between the hours of two and three, and was not accompanied by any affidavit. On the same day, Messrs. Carter and Bell wrote to the solicitor for the debtor, a letter requiring a copy of the affidavit, but no affidavit was sent until a few minutes before four o'clock yesterday, and to answer it was impossible. Referring to the 50th of the new rules, he contended that the proceedings were irregular.

Reed, for the trustees, said the facts relied upon were within the knowledge of the other side, and the Court had given leave to make the rule returnable to-day.

The CHIEF JUDGE.—Why was not the rule served on Saturday?

Reed.—The rule was taken to the registrar, and not settled by him until Monday.

The CHIEF JUDGE.—You obtain a rule on Saturday and do not serve it until Monday afternoon, and you do not serve the affidavit until Tuesday. That is not fair.

Reed said the property was being ruined.

The CHIEF JUDGE.—I would rather not refer to the merits of the case. The question is whether the other side should have time. I think they are entitled to further time.

The proceedings accordingly stood adjudged until Monday.

Solicitors, *Carter & Bell; Ditton.*

NEW ORDER.

By an order recently issued the Chief Judge has delegated to the several registrars of his court the several powers hereunder specified, that is to say,—

1. The power to hear and determine any debtor's summons and any application to dismiss such summons, and to make all such orders as may be requisite relating thereto.
2. The power to hear and to adjudicate upon all bankruptcy petitions, and to determine all matters in relation thereto, except the power to restrain or regulate proceedings under section 13 of the Act.
3. To adjudicate upon any application by the trustee in relation to directions given to him by the committee of inspection.
4. To adjudicate upon any application to annul the order of adjudication under section 28.
5. To adjudicate upon any application for close of the bankruptcy under section 47.
6. To grant orders and issue requests for auxiliary aid under section 74.
7. To grant orders for the examination of persons in Scotland or Ireland under section 75.
8. To issue warrants for the discovery of property under section 76.
9. To adjudicate as to the consolidation and transfer of proceedings, the substitution of a creditor for the petitioning creditor, and the continuance of proceedings notwithstanding the death of the bankrupt under section 80.
10. To order the re-direction and delivery of post letters addressed to the bankrupt upon the application of the trustee, under section 85 of the Act.
11. To issue subpœnas for the attendance of witnesses or of the bankrupt or his wife, and for the production of documents under section 96, and to take the examination of such parties under section 97.
12. To adjudicate as to the payment of debts admitted to be due to the estate under section 98.
13. To grant search warrants for the discovery of property under section 99.

APPOINTMENTS.

Mr. WILLIAM WEEDON, solicitor, of Reading, has been elected Coroner for the Eastern Division of the County of Berks, in succession to the late Mr. Rupert Clarke. Mr. Weedon was certificated an attorney in Michaelmas Term, 1851, and formerly practised in the Court for the Relief of Insolvent Debtors. For the last twelve years he has been Deputy-Coroner under the late Mr. Clarke.

Mr. JOHN MOLESWORTH, solicitor, of Rochdale, has been elected one of the County Coroners for Lancashire, in the room of the late Mr. Thomas fferrand Dearden. Mr. Molesworth, whose certificate as an attorney dates from Michaelmas Term, 1840, is a member of the Rochdale firm of Molesworth & March, and is the local solicitor to the Ecclesiastical Commissioners.

Mr. BRABAZON CAMPBELL, solicitor, of Warwick, has been appointed Registrar of Warwick County Court, in succession to the late Mr. F. Tibbits. Mr. Campbell was a short while ago appointed Clerk to the magistrates of the Warwick Petty Sessional Division, in the room of Mr. Tibbits, and has now succeeded to the other appointment left vacant by the death of that gentleman.

Mr. JOHN ELLIOTT FOX, solicitor, of 65, Chancery-lane, has been appointed Solicitor to the Customs Fund. Mr. Fox took out his certificate in Easter Term, 1851, and is a Commissioner in the Equity and Common Law Courts, and also in the Stannaries Court of Cornwall and Devon. He is a member of the Incorporated Law Society and of the Solicitors' Benevolent Association.

Mr. GEORGE MANDER, solicitor, of Wakefield, Yorkshire, has been appointed a Commissioner to administer oaths in Chancery in England.

Mr. C. C. Macrae, barrister-at-law, has been appointed Clerk of the Crown in the High Court of Calcutta, in place of Mr. W. Theobald, barrister-at-law, who has resigned. Mr. Macrae has liberty to practise as an advocate while holding the office of Clerk to the Crown.

Mr. ADAM GIFFORD, Sheriff of Orkney and Shetland, has been appointed a Judge of the Court of Session in Scotland. Mr. Gifford was admitted a member of the Scotch Faculty of Advocates in 1849, in the same year as Mr. A. Rutherfurd Clark, the present Solicitor-General for Scotland. He has for several years past been Sheriff of Orkney and Shetland.

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GENERAL CORRESPONDENCE.

ERRATUM.—Page 258. In the answer to Question No. 9, Conveyancing, the last five lines should run as follows:—"So that in cases falling under the Act of 1867 *the payment of the purchase money of* the estate sold would (in the absence of declaration by the testator to the contrary) be borne primarily by the estate contracted to be sold.—H. N. M.

THE PRACTICE OF THE COUNTY COURTS.

Sir,—In my last letter I drew attention to several serious evils which, regarding the matter theoretically, I considered it likely would result from the legislation of 1867 conferring judicial functions on the registrars of county courts. I now again advert to the subject for the purpose of pointing out that already, in practice, abuses have cropped up in connection with the new law, to which a stop should undoubtedly be put without delay. In one important court the registrar, as I am informed, is in the habit of issuing from 300 to 400 summonses for a single sitting, and it is not an unusual event to hear one of his clerks boast that a list containing upwards of 300 plaints has been "polished off" before three o'clock in the afternoon. Now, as the court is not open till ten in the morning, and as at least half of the plaints entered terminate in a judgment, it follows from the simplest arithmetical calculation that the hearing of each cause, including the official entry of the result, must, on an average, occupy a shorter period than *two minutes*. Literally and prosaically—thanks to the energy of the registrar—the suitor experiences the envied fate of the warrior;—"*Concurritur: horæ momento cita mors venit aut victoria læta.*" I leave it to the Judicature Commissioners and to the public to determine whether this almost electric speed in the administration of justice is *quite* compatible with the calm investigation of truth.

In another large court a form of summons has been sanctioned, either by the judge or by the registrar, which certainly gives to the defendants some startling intelligence. In addition to the directions which all summonses are by law required to furnish, those in question contain the following notice, which, probably with the view of attracting especial attention to its contents, is printed in red ink:—"N.B.—*All the causes* will be called first before the registrar, at a quarter past ten o'clock a.m., and if defendants do not then answer to their names judgment may *forthwith* be obtained by plaintiff." It would be a curious subject of speculation to inquire for what purpose, and under what circumstances, this strange announcement has been made. Does the registrar really act up to his notice, believing that he is authorised to pronounce judgment in all causes in which the defendants do not appear, oblivious of the fact that the statute has strictly limited his power "to any action founded on contract?" or does he—knowing what the law is, and not intending to violate it—imagine that the notice is in accordance with the law? or, lastly, is he anxious, like a zealous Catholic, to "do a little evil that good may come of it," and consequently to give a wholesome warning to defendants, though it be purposely expressed in language which courtesy would describe as unhappily inexact? We may form a tolerable idea of what is meant by judgment being "forthwith obtained" if we pray in aid the practise of the first-mentioned court, where a list of 300 causes is run through in 300 minutes, but it may be worth asking whether the registrar, who is responsible for the notice, is aware that he can only, under the Act in question, enter up judgment in any case "upon *due proof* of the debt being owing."

Without pressing this topic further, and simply using the instances cited as fair examples of the mode in which the statute is being interpreted, I contend that the practical effect of the new law has been to introduce into the county courts a sort of spurious judgment by default; and this, too, although the system is not protected, as in the superior courts, by that which alone renders it tolerable—the necessity of personal service. Allow summonses to be left, as they are under the county court practice, at the houses of the defendants, and judgment by default becomes a gross violation of justice. As a rule applicable in all cases of non-personal service, I find it more necessary to sift the plaintiff's claim when the defendant is absent than when he is present. In the latter event the defendant can fight his own battle; in the former, his interests, if justice is to be done, must be protected by the court.

But, apart from the above observations, which illustrate and condemn the abuses of the new law, and which indirectly reflect upon the law itself as being one which is calculated to foster such abuses, let us now consider the plan, assuming that it is being worked in the most conscientious and upright manner. Seen in this unwonted light, it is still open to two grave objections that have not yet been mentioned. The one is, that, whenever the judge and the registrar sit concurrently as two separate courts, the former is deprived of the services of the latter in several important matters, and is forced to rest satisfied with the insufficient aid of a mere clerk. Under the old system it was the duty of the registrar, on a court day, to enter up the judgments as they were pronounced by the judge, and such entry became the official record of the proceedings. This, in fact, was the most responsible task performed by the registrar, and it was obviously one which ought never to have been entrusted to an inferior officer. Again, the assistance of the registrar is often required by the judge in referring to a rule of practice, or in finding a particular enactment in a statute, or in hunting for a case in a digest, or in marking a passage in a text-book. Services such as these can only be efficiently performed by an educated lawyer, and a clerk, however zealous he may be, is of no real use. No doubt the judge *can* make the necessary searches for himself, but these will often cause delay and embarrassment at the trial, and will occasionally lead to an inconvenient adjournment.

The remaining objection to the new law is that it almost necessitates the attendance of all the suitors at the opening of the court. The summonses, therefore, must be uniformly returnable for the same hour, and in every contested cause the parties are put to the double inconvenience, first of going before the registrar at ten in the morning to state that the claim is not admitted, and next, of going before the judge, perhaps late in the afternoon, to try the question in dispute. The value of an entire day's work is thus constantly lost to the poorer litigants, who can ill afford such loss; and this is not all; for, wearied out by vexatious waiting, the parties are only too apt to while away the interval between the mock trial and the real one at any neighbouring public-house, and consequently, when the cause comes on for trial, they are often, to use the policeman's formula, "in liquor, your Honour," and with empty pockets and hot heads they are ripe for any unseemly altercation.

To illustrate the full force of this last objection I will refer to the practice established in my own court. There 100 plaints are issued for each day, fifty of which are fixed for ten o'clock, thirty for noon, and twenty for two o'clock. When the list contains many tally cases or other small debts claimed by retail tradesmen the clerks are authorised to issue ten or twenty more plaints, which are distributed, like the others, over the three periods of the day. Causes sent down from the superior courts, jury causes, heavy adjournments, and interpleaders are generally set down for three o'clock, and at the special instance of counsel or attorneys other cases, which are likely to occupy time, are appointed for particular hours, often late in the afternoon. The court sits, on an average, about seven hours a-day; and it is a rare event when any suitor is exposed to an inconvenient detention. When the debts are admitted, and the parties or their agents sign a paper containing the terms of payment, the causes are taken out of their turn, and the litigants are at once released; but otherwise each plaint comes on for hearing in the order in which it is entered, and, except

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as stated above, no attempt is made to separate the contentious from the non-contentious business. After what I have written I need scarcely state that, as the law empowers me to adopt or reject sections 16 & 17 of the Act 30 & 31 Vict. c. 142, these enactments are in my court regarded as "dead letters." The system here sketched out has been in full operation for the last fifteen years, and I know that it gives very great satisfaction to the suitors. Occasionally, when there has been an unusual run of admitted or simple cases, I have got through my ten o'clock list before twelve, or my twelve o'clock list before two. But in that event relaxation for a few minutes is felt by me as no hardship, and I have the satisfaction of perceiving the practical advantages of the plan. On several occasions, at a quarter before twelve, I have caused the twelve o'clock list to be called over, and not a party has answered on either side, but at five minutes after twelve the causes have been called on again, and the parties on both sides have been in punctual attendance.

A METROPOLITAN COUNTY COURT JUDGE.

UNQUALIFIED PRACTITIONERS.

Sir,—I have frequently seen in your useful publication letters complaining of the interference by "agents" (as they call themselves) and such like, with professional rights in the metropolitan county courts. But I believe the mischief referred to is of secondary importance compared with that in the country, arising from unqualified persons undertaking business of various kinds properly belonging to solicitors. I believe there is an impression abroad that genuine law is too costly, and, therefore, the spurious article is often preferred. Frequent instances have occurred within my knowledge of disastrous consequences from employing non-professional persons. Often, for instance, the clergyman, meaning well but incompetent, the village schoolmaster, or others supposed to be fully equal to the task, and willing for five shillings or less to perform it, are in the habit of preparing wills involving property sometimes of a large amount, and requiring special clauses to carry out the intentions of the testator. Besides these innovators the profession have to compete with *land surveyors*, who, besides receiving the rents of large estates at a handsome commission (formerly enjoyed by us) prepare leases and agreements for leases, notices to quit, &c., and charge for so doing almost in the same terms as solicitors; auctioneers who prepare conditions of sale, &c., and last, but not least, quondam lawyers' clerks, who transact all kinds of legal business cheap. As a specimen of the latter I enclose the copy of a bill sent in by a person who was for a *short time* articled gratis, and afterwards was *a writer* in an office, who now calls himself a "*solicitor's accountant*, and recently pocketed several pounds for initiating proceedings in bankruptcy; and I shall be glad to know whether certain of the items in it are not worthy of the attention of the Law Society. A SUBSCRIBER.

Wincanton, 13th January, 1870.

The Executors of the Late Mr. R. T. (deceased).
Dr. To W. H. H.

1868 and 1869.	£	s.	d.
Drawing and fair copying two dairy contracts(*a*)....	1	1	0
Two stamps, foolscap and demy, 2s. 6d. each.....	0	5	0
Two journeys to T. C., drawing and fair copying will(*b*) of the late Mr. R. T. (deceased).....	4	4	0
To amount of commission on the collection of debts due to the late Mr. T., including writing numerous letters, &c.	1	1	0
	6	11	0
Cr.			
By cash of Mrs. T., per stamp on dairy contract	0	2	6
By cash of Mr. ——, of South ——, being an instalment on amount of account due to Mr. T. (deceased).....	0	5	0
	0	7	6
	6	3	6

(*a*) Agreements for renting a dairy of cows.
(*b*) The will was six folios.

ATTORNEYS AND BARRISTERS.

Sir,—In my two previous letters to you I never intended to treat the question as one of rivalry between the two branches of the profession *inter se*, as your correspondent A. E. M. redundantly expresses himself. It is undoubtedly one of greater or less public advantage, but I am at a loss to discern the logic of a gentleman who after putting it on this broad ground talks about the junior bar being deprived of many thousands of pounds. If the present system exists merely for the purpose of remunerating a certain class, "public advantage" demands at once that it be abolished. I am sure Mr. Field and the gentlemen who think with him, would by no means object to barristers acting as solicitors. A. E. M. seems to consider the rule of law which prevents a barrister from suing a defaulting client for his fees, and the etiquette of the profession which prevents him from dealing with the ultimate client direct, to be advantages. I venture to say that they are not only not advantages, but are absolutely pernicious. Many young barristers have often lamented to me the hardship of their case, and complained that they are ruled by men who are in a position to be able to forego their fees if the debtor refuses to pay. They argue that there is no reason whatever for making a difference in this respect between them and attorneys. I earnestly implore A. E. M. to re-peruse Mr. Saunders' paper upon this, and the great advantage of dealing with the client direct. I have myself seen the advantage of this in France and Belgium.

Unless the arguments in favour of the existing system from such correspondents as A. E. M. be sounder, I am afraid it will stand a poor chance against the present movement. Already an association has been formed for the purpose of carrying out the amalgamation, a proof of whose prospectus was put into my hands this morning and which I beg to enclose.

At York, last October, Mr. Lawrance, the President of the Incorporated Law Society,* when presiding and speaking of the Bankruptcy Act, congratulated the profession on their being admitted to plead before a judge who ranked as one of her Majesty's judges at Westminster, and before a special jury, and stated he should be one of the first to avail himself of the change. He also said that the complete fusion could not be above four or five years distant.

I feel confident that if the association fairly push its efforts it will be impossible to stem the torrent of public opinion against what I believe to be one of the greatest abuses of modern times. A SOLICITOR.

London, Jan. 19, 1870.

A FAIR RING AND NO FAVOUR.

Sir,—I rejoice to see that a correspondence has been raised in your columns on the suggested fusion of the two branches of the profession, and I hope you will allow a continuation thereof, and so secure a thorough ventilation of the question.

It is a matter, however, for regret that those who would uphold the *status quo* are so scantily represented.

Your correspondent, A. E. M., from Lincoln's-inn, is the only one who has yet been induced to contribute a word on that side, and he confessedly avoids the "real question," whether the proposed alteration will be for the benefit of suitors. He attempts to impress solicitors with the fear that direct competition on the part of the "junior bar" will result in a pecuniary loss to the "other" branch of the profession.

The heading to my former letter, which I again adopt, will clear me from a suspicion of any such fear. The regulations to which A. E. M. alludes as restrictions upon the bar ought doubtless to be removed. It is only common sense that every adviser should have direct personal communication with the person seeking advice, and it is only common justice that a labourer of any kind should have a right to enforce payment of money fairly earned. It is the existence of an etiquette to the contrary of this, and which comprises other rules, equally opposed to common sense and common justice, that is complained of, and it is difficult to conceive that they were originally framed from purely patriotic and unselfish motives.

A very simple reason for the practice of avoiding personal communication direct with the client may be found in the fact that it is more convenient, a great saving of time, and more profitable to those at the *head* of the profession (who would naturally be the authors of the rule) to have the chief labour done and all the tiresome details collected for them by other hands. Pride of caste rebelled against the idea

* Mr. Lawrance is the President of the Metropolitan and Provincial Law Association, and not of the Incorporated Law Society.—ED. S. J.

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that any of their own order should do the jackal's work, hence the hard and fast line—*aut Cæsar aut nullus*—which has operated, as I believe, greatly to diminish the number of Cæsars. The *honorarium* principle is probably less a piece of pride than rapacity on the part of the leading members of the governing body, for, from their own great eminence and repute they know their services to be indispensable and their position secure, and they can both impose their own terms as to the amount of fee and afford to refuse a brief without pre-payment. The rule works harshly only upon their younger brethren who are compelled to give credit for their *honoraria*, and leave themselves at the mercy of their employers.

The junior bar have grounds in common with attorneys for urging a reform, and I hope sincerely they will more generally consider the matter and aid in bringing one about. The obstacles are enormous, I am aware, almost appalling; especially, as I believe, even among attorneys themselves, a large number, probably a majority, if polled and balloted, would vote against the change. From old associations, most of the senior practitioners who have been successful in their calling and acquired wealth and earned repute under the present system, will be disinclined to favour any alteration; and there are other reasons for the *vis inertiæ*, which one of your correspondents deplores, in the profession itself—namely, that there are many amongst the most influential who will stand to gain nothing by a change, and many who are too timid to bear the responsibility.

There is a phase on the point of *responsibility* which, as it probably had a share in bringing about the prohibition under which attorneys suffer, and, as it is, I think, at the same time, a cardinal argument against it, I would ask leave to expose.

In consequence of the secluded atmosphere in which a barrister moves, and his non-contact with the unhappy suitor, there is a sort of involuntary temptation to, rather than a restraint upon, recklessness in advising litigation; and the attorney also is possibly, sometimes more a fosterer of disputes than a healer of differences, from the conciousness that if the suit instituted should be unsuccessful, he will have the opportunity, in explanation to his client, of throwing the chief responsibility upon the counsel in the case, but for whose mismanagement, not reading their briefs, &c., the result would have been different. The client cannot get at the counsel, who are out of the arena, to upbraid them, and they are consequently comparatively indifferent and have no need to retort upon the attorney as they would often have just ground for doing. The proposed alteration would impose a more direct feeling of responsibility among the actors in the scene, to, as I submit, the advantage of the general public.

Jan. 18. AN ADVOCATE.

OBITUARY.

RIGHT HON. EDWARD LITTON.

We have to record the death of the Right Hon. Edward Litton, a master of the Irish Court of Chancery, who expired at Dublin on the 22nd of January, at the venerable age of eighty-two years. He was the son of Edward Litton, Esq., of Balyfarmoth, co. Dublin (a gentleman of ancient family and good property, who served as an officer in the British army during the American war of independence), by Charlotte, daughter of the Very Rev. Daniel Letablare, Dean of Tuam. He was born at Glasnevin, co. Dublin, on the 1st December, 1787, and educated at Trinity College, Dublin, where he graduated M.A., and gained five medals from the Historical Society of that University. He was called to the Irish Bar in Easter Term, 1811, and became a Queen's Counsel in 1834. Previous to entering Parliament he took a distinguished part in the Belfast and Tyrone Conservative meetings in 1836, and at the great Protestant meeting in Dublin, in January, 1837. Mr. Litton represented Coleraine in the Conservative interest, from 1837 to 1842, when he was appointed, during Sir Robert Peel's administration, a master of the Court of Chancery in Ireland, being at the time of his death the senior master. In 1868 he became a member of the Privy Council of Ireland. He married in September, 1813, Sophia, eldest daughter of the Rev. Henry Stewart, D.D., rector of Loughgilly, co. Armagh, and niece of the late Right Hon. Sir John Stewart, Bart., who was Attorney-General for Ireland in 1799. Two of his sons are members of the Irish Bar, and one is an examiner in the Irish Court of Chancery. Mr. Litton's genial kind heartedness was proverbial, and he was universally popular both with the Bar and the public. The funeral, which took place on the 27th instant, was attended by the Council of the Society of Attorneys and Solicitors of Ireland, in their representative capacity.

MR. C. T. ELERS.

The death of Mr. Carew T. Elers, barrister-at-law, of the Midland Circuit, took place on the 12th January, at Saltisford, his residence, near Warwick. Mr. Elers was called to the Bar at the Middle Temple in January, 1852, and was the leader of the Bar at the Birmingham Quarter Sessions; he also practised at the Warwick and Coventry sessions, and some years ago at the Central Criminal Court.

MR. JOHN HODGSON.

We have to record the death of Mr. John Hodgson, solicitor, of Arbour-square, Stepney, who expired on the 19th of January, at the advanced age of eighty-one years. Mr. Hodgson was admitted to practise as a solicitor in Easter Term, 1816. The late Lord Brougham was indebted for his first brief to Mr. Hodgson, who was also the first to recognise the ability of Mr. Tindal, afterwards Lord Chief Justice. The *Daily Telegraph* states that Mr. Hodgson was able to boast that he had given briefs to every common law judge and every equity judge on the Bench. The deceased gentleman, who was a native of Cumberland, practised for the last thirty years in the Thames Police Court, where his extensive knowledge of maritime law secured him a large business.

MR. R. ROOPE.

The recordership of Tiverton has become vacant by the death of Mr. Richard Roope, barrister-at-law, of the Western Circuit, which took place at Stockland, Somerset, after a short illness, on the 20th January. Mr. Roope was educated at King's College, London, of which body he was admitted an associate in 1839, in the department of General Literature and Science. He afterwards proceeded to Wadham College, Oxford, where he graduated B.A. in 1842, and M.A. in 1845. In June of the latter year he was called to the Bar at the Inner Temple, and was appointed recorder of Tiverton in June, 1866, in succession to Mr. John Tyrrell. Mr. Roope was in his fiftieth year.

MR. JOHN THRUPP.

The death of Mr. John Thrupp, a London solicitor, took place at Dorking on the 20th January, in the fifty-third year of his age. The deceased gentleman was the eldest son of the late Mr. John Thrupp, of Spanish-place and Oxford-street, and began to practise as a solicitor in Hilary Term, 1838. He was for many years located at Great Winchester-street, City, but had latterly carried on business at Doctors' Commons. For some years past he had been in partnership with Mr. Robert Dixon, under the style of Thrupp & Dixon.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on the 25th inst. the following question was discussed:—"Should the principles of free trade be adopted without reference to reciprocity?" Mr. Hepburn was in the chair, and the question was opened by Mr. Addison in the affirmative, who was followed by seven other speakers, mostly on the same side. The question was ultimately decided in the affirmative by a majority of sixteen to four. The number of members present at the meeting was thirty-four.

Of the sixty-six members of the Senate of the United States more than two-thirds (or forty-six) are lawyers.

The solicitors practising in the Newcastle County Court, following the example of Mr. Mortimer, the new registrar, are about to adopt the practice of wearing gowns while carrying on their professional duties. The judge, who said he felt inclined to make an order on the subject, left the matter to the decision of the solicitors themselves.

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LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Hilary Term, 1870.

Name of Candidate.	To whom Articled, Assigned, &c.
Abell, George Pearce	Thomas Southall.
Alcock, James Alexander	Thomas Sherratt.
Arnould, Alfred Henry, M.A.	John Mitchell Marshall.
Arthy, Joseph Bridge	Jas. Parker; John William Wilson.
Barber, Henry Jocelyn	Fairless Barber.
Barclay, John Henry	Robert Henry Otter.
Barker, Thomas	Thomas Haigh.
Beddall, Augustus	Charles Kirkpatrick Sharp.
Bell, James	Thomas Fuller Walker.
Benett, Charles Henry	Thomas William Gray.
Bernard, Edward	John F. Bernard.
Blaker, Harry Campbell	Somers Clarke; John Baker.
Blatch, James, jun.	Thomas Goater.
Bloxam, Henry Edward	Edward Bloxam; Harry Snow.
Bond, John Bownas	George Armstrong.
Booth, James	Henry Galloway.
Boulter, Walter Consitt	Edward C. Bell; John Leak.
Bradshaw, Charles	John Thompson Brewster.
Brevitt, Horatio	Henry Underhill; Thomas Brevitt; Charles C. Ellis.
Bull, Walter Beaty	William Rogers Bull.
Burch, Ralph	Arthur Burch.
Calder, Frederick William	Richard Thomas Gratton.
Carlill, Briggs	Bryan Boyes Jackson.
Carrick, George	Silas George Saul.
Clarke, Joseph Bennett	Charles Bridges; Edwin Clarke.
Collette, Gerald Ellison	Charles Hastings Collette.
Corbet, John James	Miller Corbet.
Cowdell, Arthur Sellon	Frederick Charles Steggall.
Cuthbertson, Charles Heber	William Smith.
Davy, Tremewen	Edward Hearle Rodd.
Dodd, John Jaques	Thomas Dodd.
Dodds, George Anderson	Thomas Carr Lietch.
Downes, Henry August	Joseph Daniel Marsden.
Dransfield, William	John Dransfield.
Draper, Lionel Stanton	James Stockton.
Elcock, John Richard Salter	John Pearman.
Fairclough, Robert	Thomas Thompson.
Farish, Isaac	John Nanson.
Faulconer, Robert Hoffman.	Bernard Husey Hunt.
Fletcher, William	Francis Hamilton Masters.
Gardner, Alfred Henry	Robert Gee; Henry Stringer.
Henley, Edward Francis, B.A.	James Ward Russell.
Henly, Francis	Henry Stiles.
Hewlett, William Oxenham	Robert B. Upton; Henry William Hewlett.
Hodgson, Rebert	Charles Hodgson.
Hollinshead, Edward Withinshaw	Robert Slaney.
Hyde, John, B.A.	William Benford Nelson.
Isaacson, Hubert Tyrrel de Stuteville	William P. Isaacson; Matthew S. Longmore.
Jameson, Charles Edward	Frank Langbourne.
Jee, Thomas, jun	Thomas Thimbleby.
John, Edwin William	William John.
Jones, Richard Rhys	Benjamin Jones; Henry Heard.
Kemp, Thomas	Richard Child Heath.
Kirby, Alfred Octavius, B.A.	William Godden.
Kite, George Henry	Frederick Alfred Trenchard.
Lane, Lancelot	William Stephens Jones.
Laverack, Edwin	Francis Summers.
Lawford, Percy	Joseph Maynard.
Lazonby, Joseph	Robert Heysham Mounsey.
Lee, Thos. Grosvenor, B.A.	Charles Best.
Lingard, Thomas Dewhurst.	Richard Boughey Monk Lingard.
Lomax, James	John Yates.
Lousada, Herbert George	Thomas Henry Street.
Lynch, Christopher Bernard	Francis Charles New.
McTurk, Robert	William George.
Malcolm, John Cooper	Joseph Morton Barret.
Mann, William John	Rowland Rodway.
Medcalf, Frederick Thomas.	Wallis Nash.
Mercer, Frederick John	George Mercer.
Moore, Edward, jun.	William Hayes.
Morgan, Joseph John	John Young.
Mozley, Lionel Barned	John P. Robinson; John F. Elmslie.
Mustard, William	David Mustard; George F. King.
Page, Thomas Collins	Rowles Pattison; George D. Freeman.
Pearson, Henry Garoncieres.	John Topham.
Perrens, Thomas	John Harward.
Phillips, Frederick George	Jacob Phillips; William Savery.
Prideaux, Walter Sherburne	Walter Prideaux.
Prince, Gilbert John	Richard Dansey Green; Richard Clarkson.
Roberts, Oscar Wilson	John Harward.
Rogers, George Russell	Charles Rogers.
Russell, Thomas Clarkson	Josiah John Merriman.
Selim, Adolphus	Joseph Fallows, jun.
Shakespear, John Henry	Philip Henry Lawrence; Thomas G. Blain.
Silberberg, Adam Alfred	Thomas Thomson.
Slaughter, William Edmund	Daniel Cullington.
Smith, Frederic Clowes	William Henry Tillett.
Sobey, Edwin Gifford	John Williams Matthews.
Stock, Thomas	Henry Webb.
Stockwood, Thomas, jun.	Thomas Stockwood.
Tattam, William Henry	John Penrice Bell.
Vanderpump, George John.	Henry Roscoe.
Vaughan, Walter Henry	Richard B. M. Lingard; Robert Rowell.
Walmesley, Oswald	Thomas Frederick Taylor.
Warner, Richard Weston	Richard B. Brown Cobbett.
Williams, Anthony Phillips.	Robert Graham.
Willis, David Thomas	Frederic Willis; Frederic Willis, jun.
Wollaston, John Hammond.	James Kingsford.
Woollcombe, Richard	William John Woollcombe; James Richard Upton.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Monday, Jan. 31, class A; Tuesday, February 1, class B; Wednesday, February 2, class C—4.30 to 6 p.m.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, February 4—Lecture, 6 to 7 p.m.

CALLS TO THE BAR.

The undermentioned gentlemen have been called to the bar:—

Middle Temple.—Frederick Augustus Knight, Alexander Nevay (of the Scotch Bar); Hugh William Boyd Mackay, LL.B., Dublin (of the Irish Bar); Alfred Chichele Plowden, B.A., Oxford; John Jepson Atkinson, Oxford; William Warden, B.A., Oxford; Andrew Duncan, B.A., Cambridge; Donald Ninian Nicol, B.A., Oxford; James Stoddart Porteous, William Archbutt Pocock, Henry Rogers Beor, B.A., Cambridge; George Jarvis Noteutt, Joseph Haworth Redman, John Raymond, Henry Forster Leighton, James Samuelson, Oxford; George Francis Travers Drapes, B.A., LL.B., Dublin; Albert Lewis, Remy Ollier, Esqs.

Inner Temple.—Arthur Denman Suden, LL.B., Cambridge; Edward Ripley, B.A., Oxford; Charles Elsley, B.A., Cambridge; Frederic Ayers, Cambridge; Louis Henry Phillips; Henry Mills Skrine, B.A., Oxford; Mervyn Standish De Montmorency, B.A., Oxford; Peter Burrowes Hutchins, B.A., Oxford; Ludlow Handcock, B.A., Dublin; William George Huband, B.A., Dublin: John Henry Oglander Glynn, LL.B., Cambridge; Carlile Henry Hayes Macartney, B.A., Cambridge; Robert Charles Paxton, B.A., Cambridge; John Amphlett, Oxford; Leopold John Manners De Michele, Cambridge; Robert Wilbraham Jones; the Hon. Dudley Oliphant Murray; William Jerrold Dixon; Edward Herbert Draper, B.A., Cambridge; William Blagdon Gamlen, B.A., Oxford; Edward Stanley Robertson, B.A., Dublin; Francis Edward Cunningham, B.A., Cam-

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bridge; William Heurtley Newnham, B.A., Oxford; Charles Gould; George Gumbleton, M.A., Oxford; and John von Sonnentag De Havilland, Esqs.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Easter Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ABELL, GEORGE PEARCE.—Thomas Southall, Worcester.
AGAR, EDWARD LARPENT.—George Burges, 70, Lincoln's-inn-fields.
ANNING, EDWARD JAMES.—Charles Baylis, 30, Poultry.
ARCHER, FRANK BRITTIN.—Thomas Goodwyn Archer, King's Lynn.
ATTENBOROUGH, JOHN.—Charles Edward Freeman, 20, Gutter-lane.
ATTWATER, CHARLES.—Frederick Thomas Woolbert, 12, Lincoln's-inn-fields.
BADGER, ARTHUR SYDNEY.—John Moody, Derby.
BARCLAY, JOHN HENRY.—Robert Henry Otter, Bristol.
BARNARD, JAEL MORRIS.—Henry Augustus Demedina, 3, Primrose-street, Bishopsgate; Joseph Smith, 3, Arbour-cottages, Stepney.
BENETT, CHARLES HENRY.—Thomas William Gray, Exeter.
BILBROUGH, JAMES WILLIAM.—John Henry Wade, Bradford.
BOTTOMLEY, JAMES ALFRED.—Allan Hellawell Owen, Houley, near Huddersfield.
BOULTON, CHARLES.—Thomas Shepherd, Beverley.
BOWMAN, GEORGE ROBINSON.—Richard Algernon Payne, Liverpool.
BRIGGS, JOHN HALL NEWTON.—John Huish, Derby; William Hallowes, 39, Bedford-row.
BULLMORE, ERNEST.—William James Genn, Falmouth.
BURD, WILLIAM.—John Marsh Burd, Okehampton.
CHAMBERLAIN, VINCENT IND.—Henry Foard Harris, Cambridge.
CHURCH, ALFRED FREDERICK.—William John Bruty, 6, Tokenhouse-yard.
COWDELL, ARTHUR SELLON.—Frederick Charles Seggall, Weymouth.
CRAWFORD, LESLIE.—Hy. R. Freshfield, 5, Bank-buildings.
CUTHBERTSON, CHAS. HEBER.—William Smith, Dartmouth.
DAVIES, HARRY FINDEN.—William John S. Foster, Wells; John Mead, 2, King's Bench Walk.
DAVIS, WILLIAM SAMUEL.—George M. Salt, Shrewsbury.
DIXON, ALFRED GILL.—William Moordaff, Cockermouth.
DOWNIE, ALEXANDER FRANCIS MCKENZIE.—Thomas Parr, Bristol; Frederick S. Parker, 17, Bedford-row.
DOWSE, FRANCIS.—George Walker, Spilsby.
DUNNETT, CHARLES JAMES.—Daniel Dunnett, Uttoxeter.
EDWARDS, WILLIAM HERBERT.—John Young, 6, Frederick's-place.
ELCOCK, JOHN RICHARD SALTER.—John Pearman, Stourbridge.
FARISH, ISAAC.—John Nanson, Carlisle.
FAULCONER, ROBERT HOFFMAN.—Bernard H. Hunt, Lewes.
FAULKNER, JOHN JOSEPH.—William Tomalin, jun., Northampton.
FIDLER, WILLIAM ANTHONY.—John Nanson, Carlisle; Walter B. James, 23, Ely-place.
FRANKLAND, JAMES.—Matthew Gray, Whitby.
GILBERT, JOHN WILSON.—John M. Robberds, Norwich.
GOSSET, MONTAGUE CALLAWAY.—Montague Gosset, 4, Coleman-street.
GRAHAM, THOMAS EDMUND.—Thomas H. Graham, Abingdon.
GREENING, JOSEPH ROBERT.—John Severn Bennett, 37 & 38, Mark-lane.
GROVE, JOHN.—Alfred Jones, 7, Queen-street, Cheapside.
HAGUE, TEMPLE LAYTON.—Henry Cowling, and Joseph J. Leeman, York.
HARDWICK, ALFRED FULLER.—Robert Faithfull, and George Thomas Shaft, Brighton.
HEELEY, HOWARD HAMILTON.—John Richards, Birmingham.
HEELIS, JOHN ALCOCK.—Edward Waugh, Cockermouth.
HEWLETT, WILLIAM OXENHAM.—Robert B. Upton, 20, Austin-friars; Henry W. Hewlett, Raymond-buildings.
HINDLE, FREDERICK GEORGE.—Charles Kendall, Over Darwen.
HUBBARD, GEORGE ROBERT.—Kenrick Peck, 37, Southampton-buildings.
HYDE, JOHN.—William B. Nelson, 11, Essex-street.
I'ANSON, PHILIP BLAKEWAY.—Henry Shephard Law, 23, Bush-lane.
JAMESON, CHARLES EDWARD.—Frank Langborne, New-Malton.
JOHN, EDWIN WILLIAM.—William John, Haverfordwest.
JOSSELYN, GEORGE FRANCIS.—John Henry Josselyn, Ipswich.
LANGDON, GEO. FREDK. W.—George Nelson, Buckingham.
LEE, GEORGE ADOLPHUS IRBY.—Philip Watson Ottaway, Salisbury.
LINGARD, THOMAS DEWHIRST.—Richard B. M. Lingard, Manchester.
MAIR, WILLIAM.—John Wright, Macclesfield.
MARSHALL, WILLIAM HENRY.—William Marshall, Durham.
MAYBROOK, FREDERICK WILLIAM, articled as FREDERICK WILLIAM MEYBRUCH.—John Mortimer, 17, Clifford's-inn.
MCLEOD, LLEWELLYN WYNN.—McLeod, Stenning & Co., 10, London-street, E.C.
MIDDLEMORE, RICHARD.—William Blackmore, London and Liverpool.
MOTE, WILLIAM.—Edward Mote, 14, Warwick-court.
MOZLEY, LIONEL BARNED.—John Park Robinson, Liverpool; John Forster Elmslie, 27, Leadenhall-street.
MUSTARD, WILLIAM.—David Mustard, Manningtree; West & King, 66, Cannon-street.
NORTON, EDWIN.—John Henry Clifton, Bristol; James George Hobbs, Bristol.
OERTON, JOHN BRAWN.—Samuel Wilkinson, Walsall.
OULD, HUGH HENRY.—Francis Parker, Chester.
OWEN, HENRY.—Philip S. Coxe, 19, Coleman-street; Charles Bischoff, 4, Great Winchester-street-buildings.
PARTINGTON, JOSEPH STORER.—Thomas D. Goodman, Chapel-en-le-Frith; Oscar D. Ullithorne, Gray's-inn.
PEARSON, HENRY GARENCIERES.—John Topham, Middleham.
PENNINGTON, ROOKE.—Matthew B. Wood, Manchester.
PERRENS, THOMAS.—John Harward, Stourbridge.
PHILLIPS, WILLIAM HENRY.—Thomas Heath, Manchester.
PREEDY, WILLIAM HENRY.—Edwin Ball, Pershore; Alfred R. Hudson, Pershore.
PRIDEAUX, WALTER SHERBURNE.—Walter Prideaux, Goldsmith's Hall.
PROCTER, RALPH WHITTAKER.—William Ackerley, Wigan.
PROFFITT, JOHN.—William Henry Duignan, Walsall, and 15, Bedford-row.
PYMAN, HENRY SAMUEL.—Frederick Jackson, 64, Chancery-lane.
RAVEN, HERBERT FENTON.—William Norris, Manchester.
SMALLPEICE, HUMPHREY PERCY.—Mark Smallpeice, Guildford.
SMITH, COLIN MACKENZIE.—Bernard Wake, Sheffield.
SMITH, EDWARD THOMPSON.—Joseph Beaumont, 53, Coleman-street.
SMITH, JOSEPH.—James Slater, Darlaston.
SMITH, WILLIAM EDWARD.—William Gaisford, Berkeley; John Hayward, Needham-market.
SMITH, WILLIAM HENRY.—William Murphy, Wellingborough; Matthew R. Sharman, Wellingborough.
SMITH, GEORGE FREDERICK.—George Smith, Durham.
SMITH, WILLIAM REDHEAD.—Francis R. Smith, 70, King William-street, City.
TARRY, THOMAS WILLIAM GOLBOURN.—Joseph Maynard, 57, Coleman-street.
TATTAM, WILLIAM HENRY.—John P. Bell, Cheltenham.
TAYLOR, LEONARD WILSON.—Edward Lake Hesp, Huddersfield.
TYACKE, JOSEPH WALKER.—Thomas P. Tyacke, Helston.
TYERMAN, GEORGE THOMAS.—Charles R. Tyerman, 4, East India Avenue.
VANDERPUMP, GEORGE JOHN.—Henry Roscoe, 36, Lincoln's-inn-fields.
VAUGHAN, AUGUSTUS MILES.—Gerard Coke Meynell, 20, Whitehall-place.
VAUGHAN, PHILIP ARTHUR.—Philip Vaughan, Aberystwith; Alfred Cross Spaull, Verulam-buildings.
VICKERS, CHARLES EDMOND.—Henry Vickers, Sheffield.
VON DOMMER, JONN EMBLETON.—John B. Falconer, Newcastle-upon-Tyne.

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WALKER, WILLIAM.—John Frederick Isaacson, 40, Norfolk-street.
WARD, JAMES TREVELYAN.—Frederick Wadsworth, Nottingham.
WOLLASTON, JOHN HAMMOND.—James Kingsford, Essex-street.
WOTTON, WILLIAM.—Frederick James Blake, and James J. Blake, 5, Arthur-street East.
YOUNG, HERBERT.—William B. Young, Hastings.

Easter Term, 1870, *pursuant to Judges' Orders.*

MARRIOTT, JAMES PARKE.—William R. Holland, Ashbourne.
MARSDEN, JOSEPH DANIEL.—Joseph D. Marsden, 59, Friday-street, City; James W. Hamilton Richardson, Leeds; James Heelis, Manchester.

SIR ROUNDELL PALMER ON THE RIGHTS AND LIABILITIES OF MARRIED WOMEN.

At a meeting of the Juridical Society, held on Wednesday evening, Mr. H. R. Droop read a paper on the "Property Rights of Married Women." Its purport was to advocate some further alteration of the law, with a view to giving married women greater control over their property. After the paper had been read, Sir Roundell Palmer, who is the president of the Society, rose to make some observations on the subject. He did not intend, he said, so much to enter into the discussion of any particular projects or measures, as to invite attention to some general principles and broad considerations which he thought should govern it. The subject might be considered, he said, with reference to the interests of women (that is, not only married women, but the sex generally, as most women expected to be married, and all, therefore, had a common interest in the subject), the interests of families, and the interests of society. And, again, it might be considered either with reference to the richer or the upper classes, or to the poorer and humbler classes of society; and no measure of legislation would be beneficial which dealt out the same abstract rule of law, without discrimination, to all. Now, first, in this threefold point of view, what was the general tendency and character of the law as it stood with reference to married women—did it or did it not tend to and favour their protection? He thought that it did. They were not liable for their husbands' debts or contracts, and could not be sued for them; while, on the other hand, their husbands were to a great extent, within the limits of a reasonable or necessary agency, liable on the contracts of their wives. No doubt, the husband had a certain control over his wife's property; but that was subject, in its turn, to the control of courts of equity, who in fitting cases acted on what was called the "equity" of the wife for a settlement, and compelled the husband to make a proper settlement out of her property. This, no doubt, only applied to the better classes of society, as to whom, probably, the matter would usually be adjusted by settlements, and this class of cases included, of course, most of those in which any considerable property was involved. As regarded other and humbler classes, other considerations, however, applied. But there was one great consideration which applied to all, and that was, what would be the tendency of legislation based upon the principle of making wives independent of their husbands? Would it be conducive to domestic peace and the harmony of families? He entertained grave doubts upon that question; doubts increased by cases he had observed in the course of his experience. Separation deeds were not unknown, and they led sometimes to strange complications. He remembered a case in which under some separation deed the husband and wife were to live in the same house, with separate rights of property, the wife being bound to furnish a table and a certain income to her husband, and more than one suit in equity sprung from the miserable and petty disputes which arose between them. He feared lest legislation in the spirit he supposed might lead to frequent chancery suits—not at all a good thing for society or for families. He had heard the Master of the Rolls say that the most effectual means of securing to a married woman control over her property was to give it to her separate use, provided there was a restraint on the power of anticipation. Hence the provision in settlements against power of anticipation, and it might be open to consideration whether there might not be more control allowed to married women over their incomes. But he deprecated legislation conceived in a spirit which would tend to make women unfeminine. And, again, if women were to have the control of their own property, and their husbands were to be liable for their debts, it might be thought necessary that married women should be liable on their contracts. Would that be a good thing? Would it be well that the mother of the family should be liable to be withdrawn from it by arrest for debt, or harrassed by suits at law upon her contracts? Arrest for debt, it might be said, was abolished; but it was not so as to the humbler classes, for it had been thought necessary to retain it as to debtors in county courts. This aspect of the case was very important as to the poorer classes. As regarded those classes, no doubt, it might be desirable that when the husband did not do his duty by his wife she should have a more easy and summary mode of obtaining protection, and to that extent there might be a fair case for legislation, as there might also be with respect to the income of married women. To that extent he might recognise some benefit in legislation, but beyond that, at present, he was not prepared to go.

COURT PAPERS.

COURT OF CHANCERY.

SITTINGS AFTER HILARY TERM, 1870.

LORD CHANCELLOR.
Lincoln's Inn.

Tuesday, Feb. 8
Wednesday . 9 } Appeals.
Thursday ..10
Friday ....11 } App. mtns., petns., & apps.
Saturday ..12
Monday 14
Tuesday ....15 } Appeals.
Wednesday..16
Thursday ..17
Friday ....18.. App. mtns. & apps.
Saturday ..19
Monday 21
Tuesday....22 } Appeals.
Wednesday .23
Thursday ..24
Friday ....25.. App. mtns. & apps.
Saturday ..26
Monday 28
Tuesday, Mar 1 } Appeals.
Wednesday . 2
Thursday .. 3
Friday .... 4.. App. mtns. & app.
Saturday .. 5
Monday 7
Tuesday.... 8 } Appeals
Wednesday . 9
Thursday ..10
Friday ....11.. App. mtns. & apps.
Saturday ..12
Monday 14
Tuesday ....15 } Appeals.
Wednesday .16
Thursday ..17
Friday .... 18.. App. mtns. & apps.
Saturday ..19
Monday 21
Tuesday ....22 } Appeals.
Wednesday .23
Thursday ..24
Friday.....25 } App. mtns., petns., & apps.
Saturday ..26
Monday ....28 } Appeals.
Tuesday....29

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Tuesday, Feb. 8 { The First Seal.—Mtns. & gen. pa.
Wednesday.. 9
Thursday ...10 } General paper.
Friday 11
Saturday ..12 { Petns., sht. causes, adj. sums., and general paper.
Monday 14
Tuesday ....15 } General paper.
Wednesday .16
Thursday ..17 { The Second Seal.—Mtns. & gen. pa.
Friday.....18.. General paper.
Saturday ..19 { Ptns., sht. caus., adj. sums., and general paper
Monday 21
Tuesday ....22 } General paper.
Wednesday .23
Thursday ..24 { The Third Seal.—Mtns. & gen. pa.
Friday ....25.. General Paper.
Saturday ..26 { Petns., sht. caus., adj. sums., and general paper.
Monday 28
Tuesday, Mar. 1 } General paper.
Wednesday . 2
Thursday .. 3 { The Fourth Seal.—Mtns. & gen. pa.
Friday .... 4.. General paper.
Saturday .. 5 { Petns., sht. caus., adj. sums., and general paper.
Monday 7
Tuesday .... 8 } General paper.
Wednesday 9
Thursday ..10 { The Fifth Seal.—Mtns. & gen. pa.
Friday.....11.. General paper.
Saturday ..12 { Petns., sht. caus., adj. sums., and general paper.
Monday 14
Tuesday ....15 } General paper.
Wednesday 16
Thursday ..17 { The Sixth Seal.—Mtns. & gen. pa.
Friday.....18.. General paper.
Saturady ..19 { Ptns. Sht. caus. adj. sums., and general paper.
Monday 21
Tuesday ....22 } General paper.
Wednesday .23
Thursday ..24 { The Seventh Seal—Mtns. & gen. pa.
Friday.....25.. General paper.
Saturday ..26 { Ptns., sht. caus., adj. sums., and general paper.
Monday ....28 } General paper.
Tuesday....29

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.

Tuesday, Feb. 8.. Appeal motions.
Wednesday . 9 } Appeal Court.
Thursday ..10
Friday ....11.. Appeal motions.
Saturday ..12 { Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday 14
Tuesday ....15 } Appeal Court.
Wednesday .16
Thursday ..17
Friday.....18.. Appeal motions.
Saturday ..19 { Petns in lunacy, bkrpt. apps., and appeal petitions.
Monday 21
Tuesday....22 } Appeal Court.
Wednesday .23
Thursday ..24
Friday ....25.. Appeal motions.
Saturday ..26 { Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday 28
Tuesday, Mar 1 } Appeal Court.
Wednesday . 2
Thursday .. 3

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Friday..... 4	Appeal motions.
Saturday .. 5	Petns. in lunacy, bkrpt. appeals., & app. petns.
Monday 7	Appeal Court.
Tuesday 8	
Wednesday.. 9	
Thursday ..10	
Friday.....11	Appeal motions.
Saturday ..12	Petitns. in lunacy, bkrpt. apps., and app. mtns.
Monday 14	Appeal Court.
Tuesday 15	
Wednesday..16	
Thursday ..17	
Friday 18	Appeal motions.
Saturday ..19	Petns. in lunacy, bkrpt. apps., and app. mtns.
Monday 21	Appeal Court.
Tuesday 22	
Wednesday..23	
Thursday ..24	
Friday 25	Appeal motions.
Saturday ..26	Ptns. in lunacy, bkrpt. apps., & app. mtns.
Monday 28	Appeal Court.
Tuesday....29	

V. C. SIR JOHN STUART.
Lincoln's Inn.

Tuesday,Feb. 8	The First Seal.—Motions & causes.
Wednesday.. 9	Causes.
Thursday ..10	
Friday.....11	Petns. and causes.
Saturday ..12	Sht. causes & caus.
Monday 14	Causes.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Second Seal.—Mtns. & causes.
Friday.....18	Petitions & causes
Saturday ..19	Sht. causes & caus.
Monday 21	Causes.
Tuesday....22	
Wednesday .23	
Thursday ..24	The Third Seal.—Mtns. & causes.
Friday 25	Ptns. and causes.
Saturday ..26	Sht.causes & caus.
Monday 28	Causes.
Tuesday,Mar 1	
Wednesday . 2	
Thursday .. 3	The Fourth Seal.—Mtns. & causes.
Friday 4	Petitions & causes.
Saturday.... 5	Sht. caus. & caus.
Monday 7	Causes.
Tuesday 8	
Wednesday.. 9	
Thursday ..10	The Fifth Seal.—Mtns. & causes.
Friday 11	Petitions & causes.
Saturday ..12	Sht. causes & caus.
Monday 14	Causes.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Sixth Seal.—Mtns. & causes.
Friday ..18	Ptns. & caus.
Saturday ..19	Sht. caus. & caus.
Monday.... 21	Causes.
Tuesday....22	
Wednesday .23	
Thursday ..24	TheSeventh Seal—Mtns., & causes.
Friday.....25	Petitions & causes.
Saturday ..26	Sht. caus. & caus.
Monday 28	Causes.
Tuesday....29	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Tuesday,Feb. 8	The First Seal.—Mtns. & gen. pa.
Wednesday . 9	General paper.
Thursday ..10	
Friday.....11	Ptns. & gen. pa.
Saturday ..12	Sht. caus., adj. sums., & gen. pa.
Monday 14	General paper.
Tuesday....15	
Wednesday..16	
Thursday ..17	The Second Seal.—Mtns. & gen. pa.
Friday 18	Petns. & gen. pa.
Saturday ..19	Sht. causes, adj. sums., & gen. pa.
Monday 21	General paper.
Tuesday 22	
Wednesday .23	
Thursday ..24	The Third Seal.—Mtns. & gen. papr.
Friday.....25	Petns. & gen. pa.
Saturday ..26	Sht. causes, adj. sums. & gen. pa.
Monday 28	General paper.
Tuesday,Mar 1	
Wednesday.. 2	
Thursday .. 3	The FourthSeal.—Mtns. & gen. pa.
Friday 4	Ptns. & gen. pa.
Saturday .. 5	Sht. causes, adj. sums., & gen. pa.
Monday 7	General paper.
Tuesday 8	
Wednesday.. 9	
Thursday ..10	The Fifth Seal.—Mtns. & gen. pa.
Friday..... 11	Petns. & gen. pa.
Saturday ..12	Sht. causes, adj. sums., & gen. pa.
Monday 14	General paper.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Sixth Seal.—Mtns. & gen. pa.
Friday.....18	Petns. & gen. pa.
Saturday ..19	Short causes, adj. sums., & gen. pa.
Monday 21	General paper.
Tuesday ..22	
Wednesday .23	
Thursday ..24	TheSeventh Seal—Mtns. & gen. papr.
Friday 25	Petns. & gen. pa.
Saturday ..26	Sht. causes, adj. sums.,& gen. pa.
Monday 28	General paper.
Tuesday 29	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Tuesday,Feb. 8	The First Seal.—Mtns.& gen. pa.
Wednesday.. 9	General paper.
Thursday ..10	
Friday.....11	
Saturday ..12	Petns., sht. causes, adj. sums., & gen. paper.
Monday 14	General paper.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Second Seal.—Mtns. & gen. pa.
Friday 18	General paper.
Saturday ..19	Petns., sht. causes, adj. sums., and general paper.
Monday 21	General paper.
Tuesday....22	
Wednesday .23	
Thursday ..24	The Third Seal.—Mtns. & gen. pa.
Friday.....25	General paper.
Saturday ..26	Petns., sht. caus., adj. sums., and general paper.
Monday 28	General paper.
Tuesday,Mar 1	
Wednesday.. 2	
Thursday .. 3	The Fourth Seal.—Mtns. & gen. pa.
Friday..... 4	General paper.
Saturday .. 5	Petns., sht. caus., adj. sums., and general paper.
Monday 7	General paper.
Tuesday 8	
Wednesday.. 9	
Thursday ..10	The Fifth Seal.—Mtns & gen. pa.
Friday 11	General paper.
Saturday ..12	Ptns., sht. caus., adj. sums., and general paper.
Monday 14	General paper.
Tuesday....15	
Wednesday..16	
Thursday ..17	The Sixth Seal.—Mtns. & gen. pa.
Friday 18	General paper.
Saturday ..19	Petns., sht. caus., adj. sums., and general paper.
Monday 21	General paper.
Tuesday....22	
Wednesday..23	
Thursday ..24	TheSeventh Seal—Mtns. & gen. pa.
Friday.....25	General paper.
Saturday ..26	Ptns., sht. caus., adj. sums., and general paper.
Monday 28	General paper.
Tuesday....29	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

CHANCERY EASTER VACATION.

Whereas by the 5th of the Consolidated General Orders of the High Court of Chancery, rule 4, article 1, it is provided that the Easter Vacation is to commence and terminate on such days as the Lord Chancellor shall every year specially direct. Now I do hereby order that the Easter Vacation for the present year shall commence on Wednesday, the 30th day of March next, and terminate on Wednesday, the 6th day of April next, both days inclusive. And that this order be entered and set up in the several offices of this court. HATHERLEY, C.

Jan. 21, 1870.

QUEEN'S BENCH.

This Court will, on Tuesday, Feb. 1, and the three following days, and on Friday, Feb. 11, Saturday, Feb. 12, and on Monday, Feb. 14, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases standing for judgment.

The Court will also hold a sitting on Monday, Feb. 21, for the purpose of giving judgments only.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Hilary Term, 1870.

Middlesex.—Tuesday February 1, to Monday, February 14, both inclusive—Special juries and common juries.

London.—Tuesday, February 15, to Monday, February 28, both inclusive—Special juries and common juries.

The Court will sit at Nisi Prius, on Mondays, at half-past ten o'clock, and on all other days at ten o'clock.

A second Court will sit for the trial of causes when necessary.

SPRING CIRCUITS OF THE JUDGES.

HOME—Cockburn, C.J., and Keating, J.

Hertford, February 28; Chelmsford, March 3; Maidstone, March 7; Lewes, March 14; and Kingston, March 21.

WESTERN—Kelly, C.B., and Hannen, J.

Winchester, February 26; Dorchester, March 4; Exeter, March 9; Bodmin, March 16; Taunton, March 21; Devizes, March 31; and Bristol, April 5.

OXFORD—Martin, B., and Lush, J.

Reading, February 26; Oxford, March 2; Worcester, March 5; Stafford, March 11; Shrewsbury, March 21; Hereford, March 24; Monmouth, March 26; Gloucester, March 30.

NORTHERN—Willes and Brett, JJ.

Appleby, February 15; Carlisle, February 16; Newcastle, February 19; Durham, February 24; Lancaster, March 2; Manchester, March 5; and Liverpool, March 19.

NORFOLK—Byles and Blackburn, JJ.

Oakham, March 1; Leicester, March 2; Northampton, March 7; Aylesbury, March 10; Bedford, March 14; Huntingdon, March 17; Cambridge, March, 19; Ipswich, March 28; and Norwich, March 28.

SOUTH WALES—Bovill, C.J.

Haverfordwest, February 28; Cardigan, March 4; Carmarthen, March 8; Swansea, March 14; Brecon, March 25; Presteign, March 30; Chester, April 1.

The salary of the Town Clerk of Maidstone has been increased from £200 to £240 per annum.

The Sheffield Town Council have decided to appoint a stipendiary magistrate for the borough, at a salary of not less than £1,000 per annum.

The Darlington Town Council have memorialised the Lord Chancellor to rescind the order which excluded the Darlington County Court from having jurisdiction in bankruptcy, and attaching that borough, for bankruptcy purposes, to the county court at Stockton.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 28, 1870.

[From the Official List of the actual business transacted.]

¶ per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, Feb. 11, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92½	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	37
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	113
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	63½
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	78
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	46
Stock	South-Eastern	100	75½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
100000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
689220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

The funds commenced the week with some buoyancy, but have subsequently been rather dull. With the exception of some fluctuations in railways, all the markets have been very quiet. The immediate disbursement of £5,715,048, by the Government on account of the telegraph companies will probably raise prices, at any rate temporarily. The new Russian loan is being taken up with extreme avidity, but its competition does not seem to have at all interfered with the other markets.

All applications for certificates in the Nevada Freehold Properties Trust must be sent in not later than next Saturday, on which day the trustees close the list.

THE WORCESTER AND WORCESTERSHIRE LAW SOCIETY.—The annual general meeting of this society was held at Worcester on the 14th January, Mr. John Stallard, solicitor, president of the society, occupying the chair. From the report it appeared that the number of members is seventy-four, showing an increase of four over the year 1868; three of the new members are barristers, raising the number of barrister members to twenty. Mr. William Allen, solicitor, was elected president of the society for the ensuing year, still retaining the offices of honary secretary and treasurer. Mr. Holyoake was elected vice-president; and Messrs. Hyde, Bedford, Hughes and Corbett were nominated members of the committee.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOOTH—On Jan. 20, at Shotley Bridge, county Durham, the wife of John Booth, jun., Esq., of a son.

COCKLE—On Nov. 14, 1869, at Oakwal, near Brisbane, Queensland, Australia, the wife of Sir James Cockle, F.R.S., the Chief Justice of Queensland, of twins—son and daughter.

HANROTT—On Jan. 19, at Gipsy-hill, Mrs. P. A. Hanrott, of a son.

HARVEY—On Jan. 3, at Pera, Constantinople, the wife of Hingston Harvey, Esq., solicitor, of a daughter.

PATER—On Jan. 24, at Aston House, Junction-rd, Upper Holloway, the wife of T. Kennedy Pater, Esq., barrister-at-law, of a son.

DEATHS.

DICK—On Jan. 14, at Queen's Mount, Helensburgh, Andrew Coventry Dick, Esq., advocate.

NORRIS—On Jan. 23, William Norris, Esq., solicitor, Manchester, aged 53.

ROOPE—On Jan. 20, at Stockland, Somerset, Richard Roope, Esq., barrister-at-law, aged 50.

THRUPP—On Jan. 20, at Dorking, John Thrupp, Esq., late of Great Winchester-street, solicitor, in his 53rd year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Jan. 21, 1870.

UNLIMITED IN CHANCERY.

North Kent Railway Extension Railway Company.—Vice-Chancellor James has, by an order dated Dec 4, ordered that the above company be wound up. Webb, Gresham-st, solicitor for the petitioner.

LIMITED IN CHANCERY.

Bonelli's Electric Telegraph Company (Limited).—Petition for winding up, presented Jan 20, directed to be heard before Vice-Chancellor James on Saturday, Jan 29. Packham, Gt Knightrider-st, Doctors'-commons, solicitor for the petitioner.

United Kingdom Electric Telegraph Company (Limited).—Petition for winding up, presented Jan 17, directed to be heard before Vice-Chancellor James on Jan 29. Crosley & Burn, Birchin-lane, solicitors for the petitioner.

TUESDAY, Jan. 25, 1870.

UNLIMITED IN CHANCERY.

State Fire Insurance Company.—Vice-Chancellor James purposes, on Tuesday, Feb 8, at 12, at his chambers, to proceed to make a call on all the contributories of the company who have been settled on the list of contributories, and that such call shall be for 1s per share.

Teignmouth and General Mutual Shipping Assurance Association.—Vice-Chancellor James has, by an order dated Jan 15, ordered that the above Company be wound up. James & Co, Ely-pl, Holborn, for Whidborne & Tozer, Teignmouth, solicitors for the petitioners.

LIMITED IN CHANCERY.

Old Westminster Mining Company (Limited).—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Edwd M Adams and Geo Hy Cordoza, 15, New Broad-st. Monday, March 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Patent Waterproof Paper Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 14, ordered that the above company be wound up. Miller, Budge-row, solicitor for the petitioner.

Plymouth Patent Sugar Refining Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 14, ordered that the above company be wound up. Wedlake & Letts, Mitre-ct, Temple, for Edmunds & Son, Plymouth, solicitors for the petitioner.

Creditors under Estates in Chancery.

FRIDAY, Jan. 21, 1870.

Last Day of Proof.

Akers, Jane, Stockwell-pk-rd, Widow. Feb 17. Akers v Barber, M.R. Oliver & Sons, Union Bank-chambers, Carey-st, Lincoln's-inn.

Blackburn, Thos Alfred, Punderson-pl, Bethnal-green-rd. Jan 31. Owens v Blackburn, V.C. Stuart. Lowther & Mullens, Fenchurch-street.

Brown, Wm Branthwaite, Park-rd, Old Ford, Licensed Victualler. Feb 8. Swainson v Jefferson, V.C. James. Symes & Co, Fenchurch-st.

Chapman, John, Pimlico-wharf, Timber Merchant. Feb 16. Chapman v Collins, V.C. James. Hawks & Co, High-st, Southwark.

Collier, John, Paddock-gate, Kirkburton, Yorkshire, Clothier. Feb 21. Hinchliffe v Bates, V.C. James. Learoyd, Huddersfield.

Hatley, Newman, West Fields Farm, nr St Alban's, Hertfordshire, Farmer. Feb 17. Samson v Hatley, V.C. Malins. Sedgwick, Watford.

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Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Feb 21. Harrison v Drew, M.R.
Martin, Wm, Gaywood, Norfolkshire, Farmer. Feb 26. Martin v Martin, V.C. Stuart. Smith, Lincoln's-inn-fields.
Wood, Georgiana Row, Hoddesdon, Herts, Spinster. Feb 25. Ingram v Sibley, M.R.
Smith, Wm, New Cross rd, Deptford. Corn Chandler. Feb 21. Judkins v Smith, V.C. Stuart. Peddell, Guildhall-chambers, Basinghall-st.
Wilkinson, John, Whitby, Yorkshire, Butcher. Feb 21. Rickinson v Wilkinson, V.C Stuart. Wilkinson, Whitby.
Williams, Harriett, Grange, nr Biggleswade, Beds, Widow. Feb 8. Williams v Pott, M.R. Hurford & Taylor, Furnival's-inn Holborn.
Williams, Howell Jones, Brecon, Esq. Feb 8. Williams v Pott, M.R. Hurford & Taylor, Furnival's-inn, Holborn.

TUESDAY, Jan. 25, 1870.

Bingham, Alex, Baring, Hatchett's Hotel, Piccadilly, Esq. Feb 23. Bingham v Baron Ashburton, V.C. James. Maynard & Son, Coleman-st.
Blew, John, Bromsgrove, Worcestershire, Dyer. Feb 23. Blew v Blew, M.R.
Brook, Geo, Huddersfield, Yorkshire, Joiner. Feb 28. Brook v Brook, V.C. James. Brook & Co, Huddersfield.
Fraser, Thos, Cliftonville, nr Brighton, Esq. March 4. Fraser v Fraser, V.C. Stuart. Sumner, Godliman-st, Doctors'-commons.
Fulcher, Mary, Clarges-st, May-fair. Feb 28. Asplin v Rose, V.C. James.
Hicks, Algernon, Connaught-sq, Hyde-pk, Esq. March 3. Hicks v Hicks, V.C. Stuart. Clapham & Fitch, Bishopsgate-st, Without.
Machin, Thos, Bognor, Sussex, Grocer. Feb 19. Machin v Darwin. V.C. Malins. Cockle, Deptford-bridge.
Marshall, Dame Augusta Eliza, Tyddyn Dedwydd, Denbighshire, Widow. Feb 24. Lynes v Whaller, V.C. James. Lovegrove, Gloucester.
Oliver, Alex. Sale, Cheshire, Gent. Feb 19. Taylor v Mellor, Registrar, Manch.
Sardis (British Steam-ship). March 21. Ryde v Day, V.C. Malins.
Selby, Catherine, Ilston-on-the Hill, Leicestershire, Spinster. Feb 15. Simpson v Spar, V.C. Malins. Harris, Leicester.
Shells, Fredk Chas, Feltham-hill, Middx, Esq. Feb 22. Shells v Barker, V.C. Malins. Cocker, Gower-street, Bedford-sq.
Smee, Margaret, Woodberry Down, Stoke Newington, Widow. Feb 28. Smee v Smee, V.C. Stuart. Janson & Co, Finsbury-circus.
Sutton, Nathaniel Langley, Bilton-lodge, Warwickshire, Farmer. Feb 28. Green v Sutton, V.C. Stuart. Benn, Rugby.
Waller, Sarah, Bromley, Kent, Spinster. Feb 12. Lambert v Budd V.C. Malins. Jackson, Billiter-sq.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 21, 1870.

Acton, Jas, Southport, Lancashire, Gent. March 1. Leigh & Ellis, Wigan.
Atkins, Fredk, Pentwyn, Brecon, Farmer. Feb 25. Field & Co, Merthyr Tydfil.
Ball, Cannon, Rochdale, Lancashire, Dyer. March 1. Sugg, Sheffield.
Barnes, Wm, Royal Exchange-bldgs, Metal Broker. March 1. Ashurst & Co, Old Jewry.
Baty, Richd, Worlabye Vicarage, Brigg, Lincoln, Clerk in Holy Orders. Feb 20. Swinburne & Parker, Bedford-row.
Baty, Thos Jack, Worlabye, Roehampton, Surrey, Clerk in Holy Orders. March 1. Swinburne & Parker, Bedford-row.
Bayly, Wm Villiers, Ipswich, Suffolk, Gent. March 19. Jackaman & Sons, Ipswich
Beaumont, Martha, Aldmonbury, Yorks, Spinster. March 1. Sykes, Huddersfield.
Blackwell, John, Matlock, Derby, Gent. Feb 21. Wheatcroft, Matlock Bridge.
Edmonds, Mary Ann, New Gloucester-st, Hoxton, Spinster. Feb 28. Garrard & James, Suffolk-st, Pall Mall East.
Graves, John, South Crescent, Bedford-sq, Esq. Feb 18. Nichols & Co, Cook's-ct, Lincoln's-inn.
Green, Danl, Finsbury-circus, Gent. March 1. Terrell & Chamberlain, Basinghall-st.
Hannam, Meshach, Portsea, Hants, Grocer. Feb 28. Besant, Portsea.
Holmes, John, Manor Sheffield Park, Yorks, Collier. March 1. Sugg, Sheffield.
Holmes, Harriet, Sheffield Park, Yorks. March 1. Sugg, Sheffield.
Home, Jas, Sydney, New South Wales, Architect. July 31. Roxburgh & Co, Sydney.
Kirk, Sarah, Thirsk, Yorks, Spinster. March 10. Richardson, Thirsk.
Mason, Geo Wm, Colchester, Essex, Innkeeper. March 1. Francis, Colchester.
Mason, Wm Gurney, Torquay, Devon, Gent. Feb 28. Besant, Portsea.
Mawdsley, John, Hanover-sq, Esq. April 7. Karslake, Regent-st.
Prue, Wm, (not Price, as printed in last Gazette) Leamington Priors, Warwick, Gent, March 14. Haymes & Co, Leamington.
Rees, Chas Goldney, Wigan, Lancashire, Gent. March 1. Leigh & Ellis, Wigan.
Roberts, Thos Wood, White Ladies' Aston, Worcester, Farmer. March 1. Corbett, Worcester.
Roberts, Jane, White Ladies' Aston, Worcester, Widow. March 1. Corbett, Worcester.
Robinson, Jas, Nortonthorpe Mills, Yorks, Designer of Fancy Cloth Patterns. April 1. Hesp & Co, Huddersfield.
Snodgrass, Jas, Southport, Lancashire. Feb 10. Welsly & Hill, Southport.
Stuart, Rev Edmund Luttrell, Blandford Forum, Dorset, March 14. Johns & Traill, Blandford Forum.
Symons, Saml Lyon De, Gloucester-pl, Hyde Park-gardens, Esq. Feb 21. Hooke & Street, Lincoln's-inn-fields.
Thompson, Joseph, Bilston, Stafford, out of business. March 25. Gough, Wolverhampton.
Topliss, Susannah, Lancaster-rd, Notting-hill, Widow. Feb 28. Saffery & Huntley, Tooley-st, Southwark.
Youll, Matthew Moralle, Newcastle-upon-Tyne, Woollen Draper March 1. Chartress & Youll, Newcastle-upon-Tyne.

TUESDAY, Jan. 25, 1870.

Alder, Geo, Battersea-rise, Gent. March 25. Corsellis, East-hill-Wandsworth.
Anning, Wm, Lime-st, Produce Broker. June 1. Lucas & Son, Trinity-pl, Charing-cross.
Avers, Eliz, Lingwood, Norfolk, Spinster. Feb 28. Tillett, Norwich.
Baker, John, Cotham, Bristol, Gent. March 31. Harley, Bristol.
Barton, Sarah Jane Ann, Stanmore, Middlesex, Widow. Feb 28. Kearsley, Old Jewry.
Bedford, Worthy, Marshfield, Gloucester, Farmer. April 6. Mant & Co, Bath.
Beynon, Alfred, Haverfordwest, Maltster. March 25. John, Haverfordwest.
Body, Mary Louisa, Lambeth-walk, Widow. Feb 21. Farnfield, Serle-st, Lincoln's-inn.
Briant, Richd, Whitchurch, Oxford, Builder. March 20. Collins, Reading.
Brunton, Richd Law, Heeley, nr Sheffield, Engineer. April 12. Ryalls & Son, Sheffield.
Burton, Catherine, Huntingdon, Widow. March 1. Margetts & Sons, Huntingdon.
Byatt, Geo, King-st, St James'-sq, Licensed Victualler. Feb 28. Nash & Co, Suffolk-lane, Cannon-st.
Cartwright, John, Bath, Esq. March 1. Cartwright, Bristol.
Chambers, Thos Wm, Seaford, Sussex, Gent. Feb 21. Hillman.
Chapman, Kezia, Connaught-villas, Belvedere-rd, Upper Norwood, Widow. Feb 24. Cooke & Talbot, Raymond-bldgs, Gray's-inn.
Deane, Robt Alex, Cambridge-rd, Bethnal-green, Baker. Feb 25. Young & Sons, Mark-lane.
Ford, Margaret, Bentley Ford, Salop, Farmer. Feb 17. Salt & Sons, Shrewsbury.
Gardner, John, Aston Subeage, Gloucester, Farmer. March 25. Kendall, Bourton-on-the-Water.
Greenwood, John, Dewsbury, Yorks, Wool Merchant. April 16. Chadwick & Son, Dewsbury.
Gregory, Thos, Hacheston, Suffolk, Gent. March 20. Welton, Woodbridge.
Hust, Saml, Roughton, Norfolk, Farmer. Feb 28. Tillett, Norwich.
Ireland, Chas, Triangle Hackney, Licensed Victualler. March 21. Keene & Marsland, Lower Thames-st.
Kipping, Thos, Brighton, Sussex, Esq. March 1. M'Clellan, Newton-rd, Bayswater.
McCurrey, Robt, Upper Dorset-st, Pimlico, Builder. March 1. Hopgood, King William-st.
Morrell, Joseph, Belper, Derby, Farmer. Feb 18. Walker, Belper.
Pitt, Richd, St John's Wood, Gent. July 6. Daniel, Ramsgate.
Ready, Thos, Tettenhall, Stafford, Brass Founder. March 1. Hayes & Marshall, Wolverhampton.
Remnant, Wm, Hampstead-rd, Gent. Feb 20. Aldridge, Montague-pl, Russell-sq.
Rhodes, Jas, York, Gent. March 1. Phillips, York.
Smith, Robt, Silfield, Norfolk, Farmer. March 1. Blake & Co, Norwich.
Smyth, Edward Watson, Wadhurst Castle, Sussex, Esq. Feb 28. Tooke & Co, Bedford row.
Tattersfield, Wm, Heckmondwike, York, Woollen Manufacturer. March 21. Chadwick & Son, Dewsbury.
Wainwright, Geo, Kirkdale, nr Lpool, Teamowner. March 10. Forshaw, Lpool.
Wilmot, Edmund, Milford House, Derby, Esq. March 10. Percy & Co, Nottingham.
Wilson, Richd, Brighton, Sussex, Esq. March 22. Hill & Son, Throgmorton-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 21, 1870.

Anderson, Thos, Birm, Optician. Dec 20. Comp. Reg Jan 20.
Blyth, Jas, & John Tanara, City-rd, Licensed Victuallers. Dec 16. Comp. Reg Jan 18.
Bradley, Philip Loader, Old Brentford, Middx, Corndealer. Dec 30. Comp. Reg Jan 20.
Butler, Joseph Spincks, Alma-st, New North-rd, Hoxton, Wine Merchant. Dec 22. Comp. Reg Jan 18.
Craven, John, Manch, out of business. Dec 24. Comp. Reg Jan 20.
Fewster, Richd, Kingston-upon-Hull, Builder. Dec 17. Asst. Reg Jan 20.
Gutch, Thos Gregory, & Norwood Vernon Collier, Southampton, Booksellers. Dec 20. Comp. Reg Jan 18.
Josiffe, Chas Hy, Heath-pl, Shepherd's-bush, out of business. Dec 31. Comp. Reg Jan 20.
Mallord, Jas, Park-villas, Queen's-rd, Croydon, Builder. Dec 24. Asst. Reg Jan 20.
Morris, Saml Hy, Edgbaston, Chemist. Dec 24. Comp. Reg Jan 18
Mortimer, Eli, Mountain Ash, Glamorganshire, Confectioner. Dec 28. Comp. Reg Jan 19.
Myles, Thos, Salford, Lancashire, Builder. Dec 20. Asst. Reg Jan 20.
Pickenle, Bowyer Eccles, Bradley-green, Staffordshire, Shoemaker. Dec 23. Comp. Reg Jan 20
Price, John Underwood, Birm, Umbrella Manufacturer. Dec 18. Asst. Reg Jan 19.
Rippon, Thos, Gt Grimsby, Lincolnshire, Ship Chandler. Dec 30. Comp. Reg Jan 18.
Rowland, Thos, Bradford, nr Manch, Provision Dealer. Dec 23. Comp. Reg Jan 18.
Scott, Jas Thornbull, Holborn-hill, Cumberland, Grocer. Dec 23. Comp. Reg Jan 20.
Sharp, Thos, Colney-hatch, Builder. Dec 22. Inspectorship. Reg Jan 19.
Shaw, Jas, Salford, Lancashire, Coal Dealer. Dec 30. Comp. Reg Jan 18.
Vincent, John, Hales-ter, West India Dock-rd, Corndealer. Dec 23. Comp. Reg Jan 19.
Willis, Isaac Albert Hy, Middlesborough, Yorks, Hotel Keeper. Dec 30. Comp. Reg Jan 18.
Wilson, Wm Wright, Kingston-upon-Hull, Currier. Dec 28. Comp. Reg Jan 19.

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Worrall, John Wm, & Hy Thos Worrall, Wellington-st, Stepney-green, Rope Manufacturers. Dec 21. Comp. Reg Jan 14.

TUESDAY, Jan. 25, 1870.

Bosock, Thos, & Joseph Smith, Huddersfield, Yorks, Grocers. Dec 28. Comp. Reg Jan 21.
Bound, Hy, Sandown, Isle of Wight, Builder. Dec 31. Comp. Reg Jan 22.
Bradley, Lonsdale, Mount-st, Grosvenor-sq, Esq. Dec 31. Asst. Reg Jan 25.
Cooper, Geoffrey Veel, Hampstead-rd, Surgeon. Dec 29. Comp. Reg Jan 24.
Dickinson, Abraham, Blackburn, Lancashire, Builder. Dec 30. Asst. Reg Jan 21.
Jackman, Jas, High-st, Peckham, Boot Maker. Dec 30. Comp, Reg Jan 22.
Nosotti, Chas Fras, Oxford-st, Carver. Dec 24. Comp. Reg Jan 22.
Parker, John, Catford Bridge, Builder. Dec 30. Comp. Reg Jan 24.
Partridge, Joshua, Portland-rd, South Norwood, Grocer. Dec 28. Comp. Reg Jan 24.
Pike, Thos Wm, East Garston, Berks, Farmer. Dec 30. Asst. Reg Jan 22.
Soeber, Louis, Francois, Colney Hatch, Licensed Victualler. Dec 16. Asst. Reg Jan 24.
Wilkinson, Jas, Bradford, Yorks, Stuff Merchant. Dec 31. Comp. Reg Jan 25.

Bankrupts

FRIDAY, Jan. 21, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Chape, Joseph Achille, Brewer-st, Goswell-rd, Printer. Pet Dec 30. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Mason, Chas Fredk, Fortess-ter, Kentish-town, Polish Manufacturer. Pet Dec 30. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Meagher, Lawrence, Gipsy-hill, Upper Norwood, Greengrocer. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Mitchell, Nathaniel, & Richd Phillips, Gracechurch-st, Metal Merchants. Pet Dec 31. Pepys. Feb 1 at 11. Elmslie & Co, Leadenhall-st.
Packer, Danl Jas, Harrow-ter, Harrow-rd, out of business. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Saunders, Frank Berry, Phœnix-yard, Oxford-st, Builder. Pet Dec 31. Feb 2 at 11. Halse & Co, Cheapside.
Spark, Alfd, Crawford-st, General Agent. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Tassin, Hippolyte Andre, Coleman-st, Wine Merchant. Pet Dec 30. Feb 2 at 12. Cooke, Gresham-bldgs, Guildhall.

To Surrender in the Country.

Albin, Mary, Prisoner for Debt, Walton. Adj Oct 18. Hime. Lpool, Feb 7 at 3. McConnal, jun, Lpool.
Bradley, John, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell. Manch, Feb 11 at 11.
Forster, Jas, Back-o'-th'-Hill Farm, Cheshire, Farmer. Pet Dec 15. Macrae. Manch, Feb 3 at 11. Brown, Manch.
Hawkins, Thos, Blackburn, Lancashire, Joiner. Pet Dec 20. Fardell. Manch, Feb 16 at 11. Lamb, Manch.
Holmes, Hy, Gateshead, Durham, Builder. Pet Dec 30. Gibson. Newcastle-upon-Tyne, Feb 2 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Millward, John, Prisoner for Debt, Lancaster. Adj Dec 16. Macrae. Manch, Feb 10 at 11.
Witherington, John Thos, Blackburn, Lancashire, Fish Curer. Pet Dec 20. Fardell. Manch, Feb 16 at 11. Lamb, Manch.

Under the Bankruptcy, Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crowhurst, Anthony Morris, Aldermanbury, Importer of Fancy Goods. Pet Jan 12. Murray. Feb 7 at 11.
Trevett, John, Rye-lane, Peckham, Ironmonger. Pet Jan 14. Spring-Rice. Feb 3 at 11.
Turner, Fredk, Mile End-rd, Draper. Pet Jan 14. Roche. Feb 11 at 11.

To Surrender in the Country.

Britton, Wm, Uttoxeter, Staffordshire, Draper. Pet Jan 19. Hubbersty. Burton-on-Trent, Feb 1 at 10.
Davy, Saml, Warsop, Notts, Farmer. Pet Jan 15. Patchitt. Nottingham, Feb 4 at 1.
Dickinson, Jas, Lpool, Boot Maker. Pet Jan 19. Hime. Lpool, Feb 2 at 2.
Ridlington, Jas Newton, Wainfleet All Saints, Lincolnshire, Grocer. Pet Jan 18. Staniland. Boston, Feb 1 at 10.

TUESDAY, Jan. 25, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Bryant, John Jas, New-rd, Hammersmith, Commercial Traveller. Pet Dec 31. Feb 14 at 11. Cooke, Gresham-bldgs Guildhall.
Carpenter, Andrew, London-st, Greenwich, Grocer. Pet Dec 30. Hazlitt. Feb 23 at 12. Cooke, Gresham-bldgs, Guildhall.
Faint, Geo, George-st, Albion-st, Rotherhithe, Bricklayer. Pet Dec 31. Hazlitt. Feb 23 at 12. Cooke, Gresham-bldgs, Guildhall.
Harding, Jas, Tottenham-ct-rd, China Dealer. Pet Dec 30. Hazlitt. Feb 23 at 11. Cooke, Gresham-bldgs, Guildhall.

To Surrender in the Country.

Shales, Thos, Sheffield, Grocer. Pet Dec 28. Rodgers. Sheffield. Feb 10 at 1. Binney & Son, Sheffield.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Passmore, John, Oxford-ter, Notting-hill, Plumber. Pet Jan 24. Pepys. Feb 8 at 11.
Tidey, Danl, Belsize-pk-gardens, Belsize-pk, Builder. Pet Jan 21. Murray. Feb 11 at 12.

To Surrender in the Country.

Barton, John, Dorrington, Lincolnshire, Wheelwright. Pet Jan 21. Gaches. Peterborough, Feb 7 at 11.
Bevingham, Geo, Wolverhampton, Staffordshire, Builder. Pet Jan 21. Skinner. Wolverhampton, Feb 7 at 11.
Tickner, Fredk, Tunbridge, Kent, Innkeeper. Pet Jan 21. Walker. Tunbridge Wells, Feb 14 at 3.
Turner, Joshua, Dewsbury, Yorks, Woollen Manufacturer. Pet Jan 20. Nelson. Dewsbury, Feb 14 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan, 21, 1870.

Mundy, Andrew Jas, Prospect-pl, Peckham-rye, Builder. Jan 19.
Stodart, Geo, Havelock-ter, New Peckham, Master Mariner. Jan 14.

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,, 1	24	,,	18	,,	18	,, £8
,, 2	26	,,	20	,,	20	,, £10
,, 3	28	,,	22	,,	22	,, £12
,, 4	30	,,	24	,,	24	,, £14

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Dessert ditto	1 0 0	and 1 10 0	1 12 0		1 15 0	
Table Spoons	1 10 0	and 1 18 0	2 4 0.		2 10 0	
Dessert ditto	1 0 0	and 1 10 0	1 12 0		1 15 0	
Tea Spoons	0 12 0	and 0 18 0	1 2 0		1 5 0	

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The Solicitors' Journal.

LONDON, FEBRUARY, 5, 1870.

WE NOTICED LAST WEEK the case of *Reg* v. *Stainer*, then pending in the Court for the Consideration of Crown Cases Reserved. The question in the case was whether an officer of a friendly society, some of whose rules were in restraint of trade, was liable to be indicted for embezzling their funds. It was argued for the prisoner that the society was illegal in the sense of criminal, and, therefore, that its members could be indicted; and secondly, that even if not criminal, it was still so far illegal that the courts of law would not recognise its existence; and so the prisoner, not being recognised in law as their servant, could not be guilty of embezzlement. It was admitted in argument that if the society were for a criminal purpose the prosecution could not be sustained.

The Court last Saturday affirmed the conviction on the ground that, although the rules in restraint of trade might be illegal in the sense of not being capable of being enforced, yet there was nothing criminal in such rules, and that the society was entitled to the protection of the criminal law, notwithstanding that some of their rules might be void, as being contrary to public policy.

It is not necessary to point out the importance of this decision by which the funds of trades' unions and friendly societies whose rules are in restraint of trade are now declared to be within the protection of the criminal law. The scope of this decision, important as it is, may, however, be easily exaggerated. It must be remembered that the decision is strictly limited to the precise point at issue. The law respecting the civil consequences of rules in restraint of trade, the power of enforcing such rules, and the general effect of such rules upon civil proceedings are all left untouched by *Reg* v. *Stainer*.

The principle of the cases of *Hilton* v. *Eckersley* (25 L. J. Q. B. 199), where it was held that no action could be maintained on a bond in restraint of trade, and of *Hornby* v. *Close* (15 W. R. 336), and *Farrer* v. *Close* (17 W. R. 1129) where friendly societies having rules in restraint of trade were held to be illegal societies under the Friendly Societies Act (18 & 19 Vict. c. 63), are not affected by this decision. In these three cases the court carefully abstained from expressing an opinion as to whether the agreements there in question were or were not criminal. It is this question and this alone which *Reg.* v. *Stainer* has settled.

It is now clear that agreements or rules in restraint of trade are not criminal, and this decision is quite in accordance with the principle of the Trades Unions Funds Protection Act (32 & 33 Vict. c. 61), of last session, which although it did not directly apply to such a case as *Reg.* v. *Stainer* was treated by the court as a conclusive in dication of the intention of the legislature with respect to such cases.

THE FIRST PARAGRAPH of the letter of "A Metropolitan County Court Judge" in last week's *Journal*, is curiously illustrated by the statistical return of county court business for last year. According to these figures one court can "polish off," or as some of them call it, "bustle through," at a sitting, nearly five times as many cases as another can. The figures as they stand do not exactly represent the amount of "polishing off" that sometimes takes place, because it often happens that the number of cases taken at a sitting is considerably greater than the average; where the average amounts to 300 or more, the rapidity of the "polishing off" process must be of the most terrific kind when an exceptionally long list is taken. One of the London courts only a few weeks ago performed the wonderful feat of "trying" 350 causes between half past ten in the morning and half past one in the afternoon, and of these only three came before the judge. This was in a court where the average number of cases per sitting is put down at a few over 100.

1868.—Table showing the average number of cases set down for hearing at each sitting of the Courts issuing over 5,000 plaints. (The Courts bracketed together are presided over by the same judge.)

Newcastle	116	Oldbury	185
Sunderland	124	Walsall	250
Salford	300	Wolverhampton	174
Liverpool	111	Merthyr Tydfil	125
Birkenhead	210	Swansea	130
Manchester	140	Neath	232
Bolton	220	Norwich	192
Wigan	130	Whitechapel	93
Bradford	139	Bow	142
Dewsbury	200	Shoreditch	137
Halifax	140	Clerkenwell	122
Sheffield	215	Bloomsbury	83
Barnsley	240	Brompton	134
Leeds	250	Marylebone	143
Stockton-on-Tees, Middlesborough	250	Westminster	104
Kingston-on-Hull	113	Southwark	115
Nottingham	383	Lambeth	118
Derby	280	Rochester	172
Leicester	270	Brighton	170
Birmingham	200	Portsmouth	157
Stourbridge	267	Bristol	150
Hanley, Burslem, and Tunstall	242	East Stonehouse	140
		City of London	80

WE MENTIONED, *ante* p. 244, that two rules *nisi* had been granted in the Common Pleas which raised important questions as to the allowance to a successful plaintiff of his costs on taxation in certain cases.

In the first case, *Vickery* v. *The Brighton Railway Company*, it was said that only one counsel should be allowed, on executing a writ of enquiry, to assess damages; but when the rule came on for argument this point was abandoned, in consequence of a decision in the Court of Exchequer since the rule *nisi* had been granted, that two counsel might be allowed in the Master's discretion. With regard to the other point, as to the costs of a "good jury," the Court has taken time to consider its judgment; and, as a few days previously the same point had been raised and the decision on it reversed in the Exchequer, it is probable that the decision of the latter Court will settle the matter.

In the other case, *Sinclair* v. *The Great Eastern Railway Company*, the Court, by a rather strained interpretation of the report, decided that *Hawkins* v. *Rigby*, 29 L. J. C. P. 229, did not lay down any such inflexible rule against allowing two counsel on a reference as had been supposed; thus bringing the practice of the Court into conformity with that of the Queen's Bench and Exchequer. It need scarcely be said that we consider these decisions satisfactory, as they quite bear out the views we expressed in our previous remarks on the subject.

THE DECISION OF THE COURT OF EXCHEQUER in *Boulton* v. *Commissioners of Inland Revenue* on the interpretation of the words "further or other valuable consideration" in 17 & 18 Vict. c. 83, s. 16, is one of extreme importance. The Court were unanimous and very

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decided in considering that where in a lease reserving a rent the lessee covenanted to build, such covenant is a "further or other valuable consideration" within the meaning of the enactment, and therefore requires the further stamp duty there mentioned. No cases were cited in argument or judgment.

We do not consider that the case is by any means as clear as the Court seemed to think it. It is, however, scarcely worth while to discuss this point now. If the decision is right, the Act is badly drawn, and needs amendment; and if the decision is wrong, the judge-made law should be altered. In point of fact, we believe that the framers of the section had in their minds a particular form of lease, passed between a Devonshire nobleman and a town corporation; but it is very unlikely that they contemplated the wide scope now given to their handiwork, or the matter would not have remained so long in abeyance. We understand that the Commissioners do not intend to charge covenants to repair under this section, and a correspondent sends us a letter from the Solicitor of Inland Revenue, informing him that if deeds are, within a reasonable time, tendered for stamping in accordance with this decision, the Commissioners do not propose to exact the penalty.

We believe that a bill will be introduced during the approaching session to remove this hardship which has so suddenly been inflicted upon the public, and in all probability this piece of legislation will be, as it should be, retrospective. Meanwhile we hear from all sides of the most difficult questions arising as to whether or not particular covenants are or are not obnoxious to the rule laidd own in *Boulton's case*—an additional reason for speedy legislation.

"THE MAGIC OF RED PAINT."

In speaking recently of the case of *Lanesborough* v. *Reilly* we expressed an opinion that the Court of Common Pleas was not coerced, as it seemed to think, to do the injustice which was admittedly done by its decision in that case, and that they might well have decided in favour of the plaintiff consistently with the law, and without in any manner impairing the parliamentary title of the Landed Estates Court conveyances.

We rest this opinion on two distinct grounds, either of which is, if valid, sufficient to support it, and both of which seem to us to be of general, though far from equal, significance. We will take the narrower point first, because it can be the more simply disposed of.

We submit then, that giving the very widest possible effect to the conveyances of the Landed Estates Court, that Court had not in fact conveyed the disputed land to Mrs. Reilly, and that the fact that it had not done so appeared on the face of the document itself. The judge purported in that case to grant under his statutory powers—what? All that and those the parcels thereinafter described; and which *were* therein accurately described and their quantity distinctly defined; and then referenceis—by way of further description—made to an incorrect map. This appears to us to be a mere *falsa demonstratio*, and as such harmless alongside of the accurate detailed description in the body of the deed. Even as against a purchaser for value from Mrs. Reilly this would seem to be the case, because no person could properly examine the deed without perceiving the discrepancy, and he would thereupon be put upon inquiry as to which of the conflicting descriptions was the true one. If this be not so, what is the rule to be applied to such a case? Suppose the map had shown too little instead of too much. Would Mrs. Reilly have had no remedy? We cannot suppose that the rule that the deed is to be taken most strongly against the grantor applies to the case, because the grantor is the Crown—or, what comes to the same thing, the Legislature—and the rule applicable to Crown grants would have avoided the present deed altogether for uncertainty. Are we to assume then that the purchaser is entitled to read the grant whatever way suits him best, without regard to the facts of the case or the intention of the Court, and that even when the error is patent? That would be to offer a premium for clerical errors. And yet, unless we adopt some one of these hypotheses, it is hard to see how the conveyance in question in this case had the tortious operation ascribed to it. In this respect the case differs from all those previously decided, and the present judgment, if undisturbed, seems irresistibly to lead to the utterly inadmissible conclusion that the construction of conveyances executed by this Court is to proceed on a principle not applicable to any other public document (legal or political) whatever.

But independently of this objection, the case raises a very important question as to the jurisdiction of the Court. The land in dispute in this case was not the subject of any proceeding in the Court, and it is clear that in such case the Act confers no direct jurisdiction on the Court to deal with it, and it is at least extremely doubtful whether it confers validity on the conveyances if the Court should do so in error. This point, which is obviously one of considerable importance, was expressly reserved by the House of Lords in *Errington* v. *Rorke* (7 H. L. 617), and deserves, we think, a more careful consideration than it seems as yet to have received.

The Landed Estates Court is the creation of statute (21 & 22 Vict. c. 72), and has no power, authority, or jurisdiction whatever not to be found within the four corners of that statute. That is the very foundation of the judgments in *Re Walsh* (15 W. R. 1115) and the present case, and is at any rate uncontroverted and incontrovertible. What then is the jurisdiction thereby given? The Act recites the Incumbered Estates Courts Acts, and that it is desirable to establish a permanent court with similar, but more extended, powers. It then proceeds to constitute the Court and define its officers, &c., with which we have here nothing to do, and then after providing for the transfer of the then pending business in the Incumbered Estates Court (which does not concern us), and a number of regulations respecting procedure and otherwise, not affecting the present question, we come at last (section 37) to the section conferring jurisdiction "for the investigation of title, and for ascertaining and allowing incumbrances and charges, and the amounts due thereon, and settling the priorities of such incumbrances and charges respectively, and the rights of owners and others, and generally for ascertaining, declaring and allowing the rights of all persons *in any land, in respect of which application may be made under this Act*, or in the money to raise from sales under this Act, *upon such application*," with certain ancillary powers in respect thereof, but no extension of jurisdction as regards the land to be affected. The sections thenceforward to section 42 are occupied with regulations as to procedure and appeals; by sections 43—5, power is given to various classes of persons to apply for a sale; sections 46—8 do not refer to sales; sections 49 and 50 refer only to sales by direction of the Courts of Bankruptcy or Chancery, sections 51 and 52 to registration with an indefeasible title without sale, and it is not till we arrive at section 53 that anything further bearing on our subject appears. By that section (the marginal note whereof is "Power to sell and proceedings thereon") it is provided that, "If upon any application for a sale," or in any of the other cases already mentioned, "it shall appear to the judge that a sale or conveyance of *the land to which the application*, decree, or order, *may relate, or any part thereof*, may be found expedient, he shall" direct such proceedings as therein mentioned, and "it shall be lawful for him at his discretion to make or refuse an order for the sale of all or any part of *such* land," or for the other purposes not relating to sales.

By section 52, where a sale shall be made or a conveyance directed under the Act, the judge is to ascertain the tenancies and other rights affecting "the land or part thereof to be so sold," and the covenants affecting "such lands" and the boundaries "thereof;" and he is empowered to give directions as to the proper inquiries and

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notices for that purpose; and all persons having any claim in respect thereof are to make such claims to the Court, which has power to adjudicate thereon, and the decision of the judge is to be final and conclusive "as to all persons whomsoever" subject to the appeal given by the Act, and the judge is in his conveyance to state the incumbrances and other rights affecting the land. By section 55 "the land to which such order shall relate" is to be sold by the Court, and the judge is empowered to convey the same, and the execution by any other party is made "unnecessary." Then follow a number of provisions respecting the dealing with the purchase-money, to which we need not refer, and then we arrive, after certain other provisions immaterial to our present purpose, at section 61, which, so far as material, is as follows:—

"Every such conveyance executed as aforesaid by the said judge purporting to pass an estate in fee-simple shall be effectual to pass the fee-simple and inheritance of the land, subject to all such charges, tenancies, rights of common or other easements, leases and underleases as may be expressed or referred to therein as aforesaid; but save as aforesaid and as hereinafter provided, discharged from all former and other estates, rights, titles, charges, and incumbrances whatsoever of her Majesty, her heirs and successors, and of all other persons whomsoever."

By section 71 land included in different applications may be included in the same sale, and by section 83 the Court may, upon the application of any persons, owners of any land in Ireland "not subject to be sold under this Act, or as to which no proceedings for a sale under this Act shall be pending," allot such lands in parcels to be held by such owners in severalty, instead of the lands to which they were theretofore entitled, and such allotment is to be binding, and the lands so allotted are to go to the same uses, and subject to the same conditions, charges, and incumbrances as the lands for which they are respectively substituted.

These are, with the exception shortly to be noticed, the only provisions in the Act which appear to be in any manner germane to our present subject, and it is easy to see that they do not confer any jurisdiction in the Court to deal in any manner with land not the subject of a pending application. True, any conveyance affecting any land then in the hands of the Court is made incontrovertible, however unjust, and this has been held to include a portion of a townland let for ever at a peppercorn rent, where the whole townland was sold in one lot, and was all (subject to this lease, which was not noticed in the conveyance) actually the property of the owner whose estate was for sale. But it is a very different thing to enable the Court to disregard defects of title in the land actually within its grasp, and to enable it to convey irremediably (or, for that matter, *at all*) land which was never subjected to its control, and as to which it has made none of the inquiries and taken none of the precautions required by the Act. If the Court of Appeal in Chancery be right it would follow that if upon the sale of a townland (let us call it Ardmore) situate in say, Kerry, a part of the estate of a gentleman himself petitioning for a sale and cognisant of all the proceedings, the copyist who engrossed the deed were, from carelessness or accident, or even by the grossest fraud, if only the purchaser were not party or privy thereto, to describe the county as "Kildare," and the purchaser could find within the limits of that county a townland called Ardmore (and there are probably two or three such in every county in Ireland), belonging to some one who had never had any dealings with the Court, nor any notice of its proceedings, he might, although the value of that townland might, to his knowledge, be ten times greater than that of the land he purchased, insist on taking and keeping possession of the land thus affected to be conveyed to him. A proposition so monstrous, which amounts to this, that no vigilance whatever can give the smallest security to any landowner in Ireland, is too shocking to human reason to be accepted, except on the most irrefragable grounds. For if this doctrine hold in the case of an adjoining owner who has express notice, as Lord Lanesborough had, that the boundaries of his estate are known, and that it is *not* intended to interfere with him, it must *a fortiori* apply to the case of a stranger who has no notice of any sort whatever.

If this monstrous proposition be supportable at all it must be by force only of the 85th section of the Act, which is as follows:—

"Every conveyance, assignment and declaration, respectively executed as required by this Act, and every order for partition, or for exchange, or for division and allotment, made by the Court under its seal, shall *for all purposes be conclusive evidence* that every application, proceeding, consent, and act whatsoever, which ought to have been made, given, and done previously to the execution of such conveyance, assignment or declaration, or the making of such order respectively, has been made, given, and done by the persons authorised to make, give, and do the same; and no such conveyance, assignment, declaration or order shall be impeached by reason of any informality therein; and every such order shall operate, and may be registered in the office for registering deeds in Ireland, in like manner as if conveyances by way of partition, exchange, division or allotment had been executed for such purposes."

If this provision is intended merely for the protection of *bonâ fide* purchasers, and may be taken as a sort of extension of the maxim "*omnia præsumuntur rite esse acta*," it is entirely in accordance with the general tenor of the Act, and not extravagantly opposed to natural justice; but for this purpose it must be strictly limited to defects of procedure, or at all events to omissions of which the grantee of the estate has been *bonâ fide* ignorant, and in respect of which he has trusted implicitly to the vigilance of the Court. But does this provision enure to the benefit of a party who knows (as a matter of fact) that no such application, proceeding, &c., was ever made? On the general principle on which Acts of Parliament, in common with other legal documents, are interpreted, we should say "no," but the judges of the Court of Appeal have deliberately replied "yes." This decision is directly opposed to the principle of the decisions in the Registry Acts, which made notice sufficient to exclude the statutory priority; it is opposed to doctrine which takes so many cases in equity out of the Statute of Frauds; it is opposed to the long course of decisions which restrain the force of general words by reference to the context; it is above all opposed to the principle of this very Act itself, which is intended to give perfect security to *bonâ fide* purchasers from this Court. For, if the principle of this decision is to prevail, the vaunted Landed Estates Court titles themselves are perfectly valueless; for if by the fraud or carelessness of a clerk the judge should happen to sign a duplicate of your conveyance the day after you have taken it away and paid for it, the fortunate possessor of the later document, for which it may be he has never paid one penny, will be able at pleasure to oust you of your Parliamentary estate; nay, even if the judge were (and such a case is, though in the highest degree improbable, certainly conceivable) fraudulently to execute a secret conveyance to his own son of the whole estate of, say, the Duke of Devonshire, and to deliver it over to that son (who may be supposed to be, until the deed is delivered to him, ignorant of the fraud) the Court of Appeal would be bound to hold, not only that the fraud (to which the grantee is not originally privy) is to prevail, not only that the judge himself, on coming to his right mind, is absolutely powerless to undo the wrong, but that no means short of an *ex post facto* Act of Parliament—in itself a flagrant violation of natural justice—can prevent the consummation of the iniquity! But if the section in question be read *secundum subjectam materiam*, and as a protection to *bonâ fide* purchasers against irregularities of procedure and informalities merely—and it will at least well bear this construction—no such absurdity arises, and the Act, if not altogether just, is at least consistent with justice. But then

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there is left no foundation for the judgment in question. Certainly if what took place in *Lanesborough* v. *Reilly* is to be law in Ireland, English investors will have an increasing distrust for Irish land investments.

ACTIONS AGAINST CARRIERS.

II.

In our last article on this subject we examined the principal authorities upon the question whether the consignor or the consignee is the proper person to sue a carrier for not properly carrying goods. The difficulty caused by some of these cases arises rather from the inaccurate way in which the reasons for the decisions are given than from the decisions themselves. The result of these decisions may be thus shortly stated. The proper person to sue a carrier for not properly carrying goods is the person with whom the carrier contracted, and the ownership of the goods does not directly affect this question, but it may be most important evidence for the purpose of showing with whom the carrier did in fact contract. It must also always be borne in mind that many of these decisions are in terms based rather upon the ownership of the goods than upon the question of contract; but there is no decision, although many *dicta*, inconsistent with the principle which we have stated as the result of the decisions.

In no one of these cases has it been held that a plaintiff who in fact agreed with the carrier for the carriage, and to whom the promise was made, and from whom the consideration moved, was not entitled to sue. On the contrary, in *Joseph* v. *Knox* (3 Camp. 320), *Davis* v. *James* (5 Burr. 2680), and *Moore* v. *Wilson* (1 T. R. 659) the direct opposite has been held. There is, therefore, no authority for saying that contracts for the carriage of goods are governed by principles different from those which regulate other contracts. All the cases on the point are in accordance with the application of the usual principles respecting contracts in general, although there are *dicta* and expressions which are inconsistent with the application of those principles. The confusion has arisen, as we said at the outset, from not clearly distinguishing between the right of action and the evidence of the contract from which the right of action springs.

When it is once established that contracts of carriage are subject to the same rules as other contracts, the questions arising out of these are deprived of most of their difficulty, as there is then authority and principle as to the mode of dealing with such questions. One of the consequences of treating these contracts as all other simple contracts, is that when a consignor contracts in his own name with the carrier, but in fact contracts as agent for an undisclosed principal, either the agent or the principal may sue on this contract. This is the ordinary rule, and it has been expressly recognised as applicable in actions against carriers. In *Sargent* v. *Morris* (3 B. & Ald. 280), Bayley, J., speaking of contracts between a consignor or consignee and a carrier, says: "I take the rule to be this, if an agent acts for me and on my behalf, but in his own name, then, inasmuch as he is the person with whom the contract is made, it is no answer to an action in his name to say that he is merely an agent unless you can also show that he is prohibited from carrying on that action by the person on whose behalf the contract was made. In such cases, however, you may bring your action either in the name of the party by whom the contract was made, or in that of the party for whom the contract was made."

The question whether the consignor or the consignee is the proper person to sue has arisen, as appears from some of the cases we have cited, where goods are carried by sea as well as where they are carried by land, and the same principles have been applied to both cases. There is, however, this difference in fact, though not in law, between the two classes of cases, that goods carried by sea are usually shipped under a bill of lading which, more or less, fully describes the terms on which the goods are to be carried, and the parties to the contract. The existence of the written contract in these cases thus renders it more easy to ascertain who were really the parties to the contract. The late statute, 18 & 19 Vict. c. 111 (the Bills of Lading Act), by which bills of lading are rendered negotiable, has still further simplified the rights of parties under bills of lading.

Thus far we have dealt with the question who is the proper party to sue a carrier on the contract of carriage, and we have found that the true result of the cases is, that the person with whom the carrier contracted should be plaintiff, as in any other action of contract. Carriers, however, may be liable to actions which really depend entirely upon the ownership of the goods carried, and which are wholly independent of any contract. If a carrier refuse to give up goods in his possession to their owner, he is liable to an action of trover at the suit of the owner, no matter from whom he received them. So, also, it seems that a carrier might be liable to the owner for a direct trespass to the goods, as if he destroyed them, although the owner was no party to the contract by which the goods came into the hands of the carrier. But not only may carriers be liable to these actions of pure tort, wholly unconnected with any contract, but they may also be liable to the owner of goods *qua* owner for negligence in their carriage. This liability does not affect the liability on the contract of carriage which we have been discussing, but is a further liability collateral to the obligation created by the contract. The principal authorities for this proposition are the two cases, *Marshall* v. *The Yorkshire, &c., Railway Company* (11 C. B. 655), and *Collett* v. *London and North Western Railway Company* (16 Q. B. 984). The rule, supported by reference to these two cases, is thus broadly laid down in the last (3rd) edition of "Addison on Torts," p. 914—"Every person who enters upon the performance of the work of carrying merchandise or passengers is bound to exercise due and proper care and skill in the performance. Whether the work is done under a contract or gratuitously, every person who has been injured by the negligent performance of the work of carrying is entitled, as we have seen, to an action against the carriers, although he is no party to the contract under which the work was done."

Collett v. *The London, &c., Railway Company* may perhaps be dismissed at once as being somewhat peculiar in its facts, as the liability to carry arose directly under a statute and not from any contract. In *Marshall* v. *Yorkshire, &c., Railway Company* a servant whose master had paid for the carriage of his luggage was held entitled to sue the defendants for the loss of the luggage on the ground that the defendants' duty arose not "from a contract between the plaintiff and the defendants, but by reason of a duty irrespective of the contract." It was not suggested that the master could not have sued on the contract, but it was held that the servant could sue independently of the contract. This is really the only direct authority for the very sweeping rule which we have just quoted, and some doubt may be felt as to whether this case is a sufficient authority for the rule as stated. The rule deals with the case of the carriage of goods in the same way as with the carriage of persons.

There is no doubt that if A. contracts with B. to carry X., B. is liable for a breach of contract to A., and also liable to B. for any injury B. may sustain in consequence of negligent carriage. This rule may be supported by holding that A. really in such a case enters into his contract with B. and X. respectively, and, if so, he is, of course, under a double obligation. It has, however, never been clearly laid down that the same rule can be applied to goods, and indeed many inconveniences might follow from its application. *Marshall* v. *Yorkshire, &c., Railway Company* is the case which has gone the furthest in this direction, but it can hardly be considered a sufficient authority for the universal application of the same rule

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in this respect to cases of carriage of goods as of persons. It must also be remembered that there the defendants were common carriers, and some stress was laid upon this in the judgments.

We have noticed these somewhat peculiar cases because they may sometimes have a bearing on the main question which we have discussed in this and the preceding article. They do not, however, in any way militate against that which we have ventured to lay down as the true rule for ascertaining whether the consignor or the consignee is the proper person to sue a carrier, but they form a somewhat peculiar class of actions, the principles of which can hardly be yet considered as quite settled.

RECENT DECISIONS.

EQUITY.

LLOYDS' BONDS.

Re Cork & Youghal Railway Company, L. C. & L. J. G., 18 W. R. 27.

The 19th section of 7 & 8 Vict. c. 85 was aimed at the practice of evading, by means of the instruments known as Lloyd's Bonds, the limits imposed by Parliament on the borrowing powers of railway companies. *Primâ facie*, all corporations are bound by their acts under seal, but when the corporation is by statute created for particular purposes and limited to special powers, a deed is not binding on the corporation, if it appears by an express provision of the statute a reasonable inference from its enactments, that the deed was *ultra vires* (Lord Wensleydale in *South Yorkshire Railway Company* v. *Great Northern Railway Company*, 9 Ex. 55, 84). Such is the case when a company issues a debenture for money raised in excess of its borrowing powers. But the giving of a security for money already due does not fall within the description of "raising money" and "Lloyds' Bonds" are debentures on which, after reciting that so much money is due from the company to the obligor, the company, in consideration of his forbearance, give under their seal an undertaking to pay the sum with specified interest on a day named in the debenture. These bonds were originally, and have been usually, though, of course, not invariably, given to contractors. In the original instances the company wanted money, had exhausted its powers, and the contractor refused to go on if not paid. Then the company gave him a debenture in the above form, which, to the extent of the company's debt to him at the time, was a perfectly legal and valid security. But the essence of the shift which came to be effected by these bonds was that they were given, not as security for money already owing, but to cover debts in future. The bond recited that the sum was owing by the company to the obligee, when in reality no such sum was owing, the intention being that the obligee should go into the market and raise money on the bond, with which to perform for the company the work they required done. Then, 7 & 8 Vict. c. 85, s. 19, after reciting the practise of borrowing on notes purporting to secure repayment of advances already made, enacted that thereafter the issuing of any negotiable or assignable instrument as security for money advanced to the company *ultra vires* its statutory powers of raising money, should be an offence for which the company should forfeit to the Crown double the amount of the sum purported to be secured; and thus this enactment, not directly, but by implication, declared such securities invalid. These bonds came in question in *Chambers* v. *Manchester & Milford Railway Company* (12 W. R. 980, 5 B. & S. 588), in which Blackburn, J., pointed out that though such an instrument might throw on the company the onus of showing that the debt was not due, it could not create one where none existed, and an assignee would be in no better position than the original obligee or covenantee. Nor can such an instrument be enforced in equity when it would not be enforceable at law, for as Lord Justice Giffard observes in the present case, "there is no ground whatever for the argument that a contract or instrument which fails in a court of law by reason of illegality, can nevertheless be enforced in equity because money has been paid for it. Equitable terms can be imposed on a plaintiff seeking to set aside an illegal contract, as the price of the relief he asks, but as to any claim sought to be actively enforced, the defence of illegality is as available in a court of equity as it is in the court of law."

The Court of Equity would, of course, grant an injunction against the issue of illegal instruments, as it would against the commission of any other act *ultra vires*. In *White* v. *Carmarthenshire Railway Company* (12 W. R. 68, 1 H. & M. 786), the company were applying to Parliament for an extension of their borrowing powers (which they succeeded in obtaining), and meanwhile they made an arrangement with their contractor that he should proceed with their works, and that they should give him a debenture for deferred payment, intending to pay out of the money they hoped to be authorised to raise, he taking the bonds as evidence of the obligation. Vice-Chancellor Wood, upon a bill filed by a shareholder to restrain the issue of such bonds, said he could not hold that the transaction was illegal. The facts of this case are rather special, but we confess that the decision does not appear to us satisfactory; the company not actually possessing power to borrow, we cannot see that any difference is made by the fact that they were endeavouring to obtain it, no matter with what expectation of success. Very possibly the *ratio decidendi* has not been well reported. In the present case, the present Lord Chancellor refers to his decision as follows:—"Where a contractor was willing to give his services and to take his chance of being paid, with such remedy as he could insist upon by bringing an action against the company and recovering judgment, I held that the contractor, having elected so to act, and having proceeded to take some steps towards so acting, the company were authorised in giving him a debenture." From which it would seem that an ingredient of the decision was the fact of the contractor having previously committed himself to expense.

But although a company has exhausted its borrowing powers, and is incapacitated by this enactment from giving any valid security upon which an advance may be discounted, it may incur debts, though it cannot borrow. If this were otherwise, the operations of the company must cease forthwith. The company can incur debts and be sued on those debts, and though the assignee of a Lloyd's bond can, as a creditor on bond, have no better position than the original obligor had, yet if he has in point of fact advanced on the bond money which has been *bonâ fide* applied for the company's purposes, he is to that extent a creditor, not a secured creditor, but a simple contract creditor. Thus the Master of the Rolls held in *Troup's case* (*Re Electric Telegraph Company of Ireland*), 9 W. R. 878, 29 Beav, 353, that though *prima facie* the lender of money borrowed *ultra vires* cannot enforce its repayment, he may do so wherever t has been so *bona fide* applied.

That was the principle of the decision in the case before us. Bonds were given containing the usual recital, though nothing was owing to the obligor; he discounted them in the market, and the money so raised was, or most of it was, applied in discharging the company's pressing obligations. The railway was subsequently sold under a special Act, and the bondholders put in a claim to surplus proceeds in priority to the shareholders. Vice-Chancellor Malins held that, the company having had the benefit of the money advanced on the bonds, the bonds became a debt on the property of the company. The Lord Chancellor and Lord Justice merely varied this decision by directing an inquiry how much had been *bonâ fide* applied in payment of sums recoverable from the company.

The shareholders had, at a general meeting, passed resolutions expressly approving the issue of the bonds,

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but the Court of Appeal held that this was irrelevant, it not being in the power of the meeting to sanction an act *ultra vires*.

COMMON LAW.

Dedication of Right of Way—Limited Dedication—Right to Plough up Highway.

Mercer v. *Woodgate*, Q. B., 18 W. R. 116.

When this case was decided it attracted more attention from the public than is usually bestowed upon a judgment on a point of law. The decision is, however, not new in principle, although the precise facts which raised the question in discussion do not appear to have been judicially considered before. The principle of the decision is, that although there cannot be a dedication of a highway to a limited part of the public, there may yet be a limited dedication of a way to the whole public, following *Poole* v. *Huskisson* (11 M. & W. 830).

Mercer v. *Woodgate* was an appeal from a conviction on an information before justices against the appellant for ploughing up a public path that ran over his land. The path had been used by the public, and ploughed up from time to time by the occupiers of the land, as far back as living memory went. There was no further evidence as to the dedication of the way to the public. It was held that this was evidence of a dedication of the way to the public, subject to the right to plough it up at the proper seasons of the year; that is, the evidence was held to show a limited, and not an unlimited, dedication. As we have said, this is no new principle. The only substantial question in the case was whether the dedication, as a matter of fact, was or was not a limited dedication subject to the right to plough.

Of course if an unlimited dedication had once been established, no length of time would have given a right to plough up the way. So to interfere with a highway would be a public nuisance, and indictable as such, and no right to commit an indictable offence could be gained by prescription. In *Mercer* v. *Woodgate* the right to plough up the soil of the public way had never been given up, and on this ground judgment was given for the appellant.

CRIMINAL LAW.

Forgery—Ante-dating Deed.

Reg v. *Ritson*, C.C.R., 18 W. R. 73.

24 & 25 Vict. c. 98, s. 20, enacts that "whosoever . . . . shall forge or alter . . any deed . . shall be guilty of felony." There is no definition in the statute of the word "forge," and the question in this case was whether fraudulently ante-dating a deed when the date of the essence of the deed was "forgery." The Court held that it was forgery. They distinguish it, however, from the case of a false statement in a deed which, although fraudulent, would not necessarily be forgery. The crime of forgery is the making of a false instrument—*i.e.*, of an instrument which purports to be that which it is not. A false statement in an instrument does not necessarily, although it may, make the instrument a false instrument. A false statement of the date of execution will make the instrument false when the date is essential to the validity of the instrument, but not otherwise.

This decision agrees with the definitions of forgery given in the best text-books, but it is so far a new point that there is no modern case in which the question has been decided.

Larceny—"Taking."

Reg. v. *MacGrath*, C.C.R., 18 W. R. 119.

Larceny is the "taking and carrying away the goods of another against his will, with the felonious intent to convert them to the taker's own use." Many cases have been decided on the question, what is a "taking" sufficient to constitute larceny? It has been decided that a taking by force or by means of a trick is sufficient. In *Reg.* v. *McGrath* there was a taking which was neither by force nor by a successful fraud, but by a curious combination of both, and it was held that a taking of goods from their owner against his will may amount to a larceny, although the taking is neither by means of a successful trick nor by force sufficient to constitute a robbery. Apparently, the point has never before been expressly decided in any reported case. The material facts in *Reg.* v. *McGrath*, were: The prosecutrix went into a room where an auction appeared to be going on. The auctioneer pretended that she had made a bid for an article for which she had not bid, as he knew. He, in concert with others, said that she should not leave the room without paying the amount of her alleged bid. She paid the money. No actual force was used towards her, and she was not deceived by the trick, but paid the money to be allowed to leave the room. On an indictment for stealing the money so paid it was held that the taking of the money amounted to larceny, even although there might not have been sufficient violence to constitute a robbery, and although the money was not obtained by any deception. The court did not decide whether or not a robbery had in fact been committed.

It was stated, or assumed, in the judgments that were delivered that if actual violence had been used to obtain the money the taking would clearly have been a larceny, because the crime of robbery or forcible taking of goods from the person, which necessarily includes larceny, would have been committed. It was also assumed that if the money had been obtained by a trick, as by inducing the prosecutrix to believe that she had made a bid, a larceny would have been committed. The decision, however, goes a little further than former cases, and establishes the principle that if goods are obtained from a person against his will, even without actual force or successful fraud, there is a "taking" sufficient to constitute a larceny, the essence of which crime is, in the words of the old definitions, the taking *invito domino*.

ADMIRALTY.

Costs—Inspection of Documents.

The Memphis, Adm., 18 W. R. 74.

This case decided that applicants for an order to inspect documents will be condemned in costs, although successful in their application, if they have not made a previous request to the other side to allow such inspection. This course was adopted in a former case, *The Rapid* (27th July, 1869, not reported), and Sir R. Phillimore expressed an intention to adhere to this practice for the future.

REVIEWS.

A Manual of the Law and Practice of Bankruptcy, as amended and consolidated by the Statutes of 1869, *with an Appendix containing the Statutes, Orders, and Forms.* By John F. Bulley, of the Inner Temple, Barrister-at-Law, and John William Willis Bund, M.A., LL.B., Caius College, Cambridge, Chancellor's Legal Medallist, Professor of Constitutional Law, University College, London, and of Lincoln's-inn, Barrister-at-Law. London: Butterworths. 1870.

We may safely congratulate Messrs. Bulley and Bund upon having run, and run successfully, the most singular race against time that we have ever met with. The rules and forms in bankruptcy under the late Act were issued on the first day of the year; and by about the middle of the month the present work, founded, of course, as much upon those rules as upon anything else, was in the hands of the public. In the case of a book thus produced at racing speed one naturally looks for oversights and omissions, and especially in those parts of the book which are founded upon the latest matter, and which must therefore have been composed with extreme rapidity. But the peculiarity of this book seems to us to be that the parts which deal with mere

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matters of practice, and are founded upon the rules, and must therefore have been written and hurried through the press within a fortnight, are wonderfully well done; the chief defects lie in those chapters which are independent of the rules, and might well have been written at leisure.

We will look first at Chapter I. which is entitled an Introductory Chapter, and which, we are told in the preface, "gives a brief sketch of the rise and progress of bankrupt law from the time of its origin to the present time." In such a sketch what we naturally expect to find is, that the great turning points in the history of the law, the first introduction of broad principles, shall be clearly pointed out, and that brevity shall be secured by the omission of comparatively unimportant details. But Messrs. Bulley and Bund have acted on no such principle. The most important parts in the history of the law are omitted altogether, while prominence is given to matters of very inferior importance. For example, in the course of the history the authors come to the two statutes the 4 Anne, c. 17 and 5 Anne, c. 22; and they speak of them thus:—"By the statute 4 Anne, c. 17 it was provided that if bankrupts against whom a commission was awarded did not, after notice of the commission, surrender themselves within thirty days, and did not discover their effects to the commissioners they should suffer death as felons. This Act was amended in the next year, by the statute 5 Anne, c. 22, which extended the punishment of death to those bankrupts who carried away or hid their goods. *It also provided that no bankrupt should obtain a discharge of his debts unless four-fifths in number and value of his creditors signed a certificate authorising such discharge*, and that no commission should be issued out on the petition of a single creditor unless his debt amounted to the sum of £100 and upwards. Farmers, graziers, and drovers of cattle, and receivers of taxes were exempted from the operation of the bankrupt laws." Now, would not anyone reading this without previous knowledge suppose that the discharge of the bankrupt had been an integral part of the bankruptcy system from the first, and that the only effect of these Acts of Queen Anne was to introduce a restriction upon that discharge? Yet the fact is that the discharge of the bankrupt was an entire novelty introduced by the first-mentioned of these two Acts, the 4 Anne, c. 17. The authors have thus not taken the trouble to point out the introduction of by far the most remarkable and characteristic point in our bankruptcy system, though the very Act which established it is referred to for another purpose. This is probably the gravest omission which could have been made in a history of the law of bankruptcy. But this is not all. Next to the discharge of the debtor, perhaps the most remarkable element in the bankruptcy law, is the vesting of the assets in a person selected by and acting for the creditors. This was introduced for the first time by the second of the two Acts first referred to, the 5 Anne, c. 22; but the subject is never mentioned by the authors in dealing with the Act, though such comparatively trivial provisions as that fixing the limit of the petitioning creditor's debt are carefully set out. Further on in the chapter, p. 13, we come to the Act 6 Geo. 4, c. 16, which was in the main a consolidation Act, though it made many changes in the details of the law. This is abstracted at great length, no less than six pages being given to it. Very similar in character, and not less important in the changes which it introduced, was the Bankrupt Law Consolidation Act (inaccurately called "the Bankruptcy Act"), 1849. This is dismissed in nine lines; we are simply told that, as it has been wholly repealed, it is unnecessary to enter into the details of its provisions *in extenso*. How the fact of an Act having been repealed can be a reason for omitting it in a history of the law, we fail to see. And as for the Act of 1861, it is dismissed in the same summary way, on the ground, first, that it is "almost too well-known to require comment," secondly, that it is repealed. But at any rate in a history of the bankrupt law it was worth while to point out at what date that law was extended to non-traders as well as traders. In failing to do this, however, the authors were not inconsistent; for though it is undoubtedly possible with care to discover from this chapter when the distinction between traders and non-traders was first introduced, we believe nine people out of ten would well-read page 3 without finding out that the distinction was a novelty in the 13 Eliz. c. 7.

We can only give one more example of the kind of fault of which we speak. The new Act has a proviso to the definition of traders in Schedule 1, to the effect that "a member of any partnership, association, or company *which cannot be adjudged bankrupt under this Act*" shall not be deemed as such a trader. And by section 5, "a partnership, association, or company corporate, or registered under the Companies Act, 1862, shall not be adjudged bankrupt under this Act." The present authors, in explaining who are traders, profess, on page 57, to give the proviso in question, but they omit the words which we have printed in italics. And we cannot be quite certain that this is a mere printer's error, though we suppose it must be so, for the discussion which follows, and which occupies more than two pages, is a most singular tangle, and succeeds in leaving doubtful what the Act has made perfectly plain, namely, that no member of any joint stock company can as such be a trader for the purposes of bankruptcy. The source of the authors' confusion seems to have been, not distinguishing between the older acts, which spoke of "incorporated companies *established by charter or Act of Parliament*," and the new Act which speaks of a "company corporate."

Of those parts of the book which deal with practice pure and simple, we are glad to be able to speak very favourably. The classification of the various sections of the Act, and the rules founded upon them, the connecting them properly together, the insertion of the necessary references from place to place and subject to subject, and the division of the whole into proper heads, is a work of much labour, and requiring judgment and accuracy. And, considering the extreme speed with which it must have been done, we think the result wonderfully satisfactory. Of course we cannot say that there may not be errors or omissions in this part of the work, but we have not met with them. The index, however, leaves much to be desired.

The Law of Compensation under the Lands Clauses and Railways Clauses Consolidation Acts, the Metropolis Local Management and other Acts, &c., with a full Collection of Forms and Precedents. By EYRE LLOYD, Esq., of the Inner Temple, Barrister-at-Law. Second edition. London: Stevens & Haynes.

The object of this book appears to be to present to the reader a well-arranged digest of the cases that have been decided upon the law of compensation under the Lands Clauses Consolidation and other Acts. It is intended for use as a book of practice, and does not deal with any question of principle except by direct reference to decided cases. The plan of the book is well carried out, and it forms on the whole a very good specimen of a digest of cases in the form of a text-book.

The Lands Clauses Consolidation Act, 1845, is the foundation of the law of compensation, and the provisions of this statute are stated in the text in a more readable form than they appear in the Act itself, and with these provisions are interwoven the many decisions to which the statute has given rise. Sometimes, but not often, the exact words of a particular section are given in the text, but generally their effect only is stated, with a reference to the statute. The Lands Clauses Act, to which of course reference is most frequently made, is printed *verbatim* in an appendix. The book thus consists almost entirely of statements of the effect of sections of statutes and decided cases, arranged in a series of propositions. This work has been carefully done, although in several instances the facts of cases have been inserted at unnecessary length. The last two chapters deal with compensation under the Railways Clauses Act, 1845, and some other Acts which contain provisions on the subject of compensation.

The decided cases have been carefully inserted up to the time when the book went to press. The way, however, in which the references to the cases are given is very curious. We have not been able to discover what principle, if any, has guided the author in selecting the report to which he gives the reference of a case. Sometimes as many as four references to different contemporaneous reports are given to a case on one page, and on another page the same case is found with only one or two of such references. For instance, at page 2 a reference to *Ferrar* v. *Commissioners of Sewers of London* is given to the W. R., L. R., and L. J. At pages 72 and 87 the references are to the L. J. only, while at page 97 the reference to the L. J. is omitted altogether and references are given to the W. R. and L. R. So also we find *Sparrow* v. *Oxford &c. Railway Company* with references to Hare and the L. J. at page 15, to the L. J. only at page 19, to De G. M. & N. only at page 23, and at page 24 to De G. M. & N. and to the L. J. The same carelessness in giving

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references is observable in other places. This is very inconvenient, for a reader never knows whether the want of a reference to a particular series of reports is caused by the fact that the case is not reported there or by the author's fancy for excluding those reports in that instance.

There is a useful set of precedents at the end of the book which will be found very convenient in practice. Some of these precedents might, indeed, have been very well omitted, as not having any special reference to the subject of the book, as, amongst others, the precedents of notices to produce and to admit documents at an arbitration, which are in the usual and well-known form. There is a good index and table of contents, but a table of statutes is still much wanted, which would show at a glance all the places in the book where any particular section of a statute is dealt with. This is by far the most ready, and indeed only certain, way of ascertaining whether there have been any decisions upon a given section. Notwithstanding, however, some faults of detail, the book will be found a useful and practical treatise on the subject to which it relates.

A System of Shorthand. By THOMAS GURNEY. First published in 1740, and subsequently improved. 17th Edition. London: Butterworths.

It is not necessary, especially when addressing lawyers, to expatiate on the advantages of shorthand writing. Lawyers employ the shorthand writer or use the result of his labours, perhaps oftener than any other class of persons. It is said, and with truth, that come what may, a good shorthand writer can always make an income, and a practicable command of the art much enhances the usefulness, and consequently the market value, of a solicitor's or barrister's clerk. As a legal journal, we shall not be expected to criticise the book before us "on the merits." There are several shorthand systems which compete for the first place, and each has its advocates. We believe that those known as "Gurney's" and "Pitman's" are the favourites. It is difficult to judge by results. A professor of the latter system once said, in the course of a lecture delivered before the Shorthand Writers Association, "I have seen so much shorthand—and very difficult work too—done, and well done, by writers of each of the four or five 'popular systems' as they are called—and so many cases of downright failure in connection with all, that if any general conclusion were to be deduced from such extreme instances, the logical result would be, that all systems were equally good and equally bad."

The editor of the present work is Mr. Thomas Gurney, who, with his brother, Mr. Joseph Gurney, is shorthand writer to the Houses of Lords and Commons. These gentlemen are the sons of the late Mr. W. B. Gurney, who again was the son of Mr. Thomas Gurney, who received the appointment more than a century ago, and in whose family it has remained ever since. The Messrs. Gurney employ a very large staff, who, of course, write the shorthand taught in the little treatise before us.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN.

Jan. 28.—*Re Brown.*

Application to rescind order for examination of witnesses—Practice.

Reed moved for a rule calling upon the trustee under a deed of assignment executed by Peter Brown to show cause why an order which he had obtained for the examination of two witnesses resident at Bradford should not be rescinded. The matter had been referred to the Court by Mr. Registrar Murray.

It appeared from the affidavit used in support of the motion, that in August, 1867, Peter Brown, the debtor, commenced an action in the Court of Common Pleas, against the Bradford Carpet Company, to recover a sum of £371. Several pleas were pleaded in the action, and in October, 1868, the debtor, being in difficulties, executed a deed of assignment to a trustee for the benefit of creditors, which was duly registered in the following month under the 192nd section of the Bankruptcy Act, 1861. On the 3rd of December, 1868, Mr. Justice Brett made an order that the trustee under the deed should within four days give security for the defendant's costs, and that in the meantime all further proceedings should be stayed. The trustee, it was alleged, having failed to comply with this order, applied in November last, on affidavit, to the London Court of Bankruptcy for an order for the examination of witnesses, which he obtained in due course; and the ground of the present application was that the fact of the learned judge having ordered the trustee to find security had been suppressed. It was contended that the case came within the principle of *Re Gabrielli* (16 W. R. 957), where an order similar to that now asked for was made.

The CHIEF JUDGE granted a rule, but intimated at the same time that the object of the examination of witnesses in *Re Gabrielli* was to upset the deed, and in this case it might be argued by the trustee, that although his common law action was stayed, he had a full right to proceed in the Court of Bankruptcy.

Solicitors, *Johnson & Weatheralls.*

Bankruptcy Act, 1869, *s.* 7—*Costs.*

Nixon and Another v. *Rigg.*

This was an adjourned debtor's summons under the new law. The case was noticed *ante* p. 279, and the Chief Judge had granted time to the defendant to find security for the amount claimed and costs. It was now stated that the balance of the plaintiffs' claim had been paid to them, and the only question remaining was whether (the summons being dismissed) they were entitled to their costs.

Bagley, for the plaintiffs.

R. Griffiths, for the defendant.

The CHIEF JUDGE, after hearing arguments, asked on what possible ground could he refuse to give the plaintiffs their costs? It was owing solely to the course pursued by the debtor that the costs had been occasioned, and common sense and common justice demanded that he should pay them.

Solicitors for the plaintiffs, *Parker, Lee, & Co.*

Solicitors for the defendant, *Harcourt & Co.*

Jan. 29.—*57th rule—Precedence of Counsel.*

Mr. Lawrance, solicitor, applied in *Re Belcher*, appointed to be heard at 10.30, for an order to file a petition.

Reed, who was engaged in a case fixed for 11 o'clock, claimed (it being then a quarter past 11 o'clock) the right of precedence. He referred to the 57th rule.

The CHIEF JUDGE said that if there had been a regular paper of causes no doubt counsel would be entitled to precedence, but here one case had been fixed for 10.30, and the other for 11 o'clock, and no right of precedence could exist under the circumstances.

Re Belcher—Leave to file petition nunc pro tunc.

Mr. Lawrance, solicitor, proceeded with this case. It appeared that towards the end of December a petition was presented by a creditor for an adjudication of bankruptcy against the debtor, but upon investigation of the debt it was found to arise upon a joint and several bond, and the petitioning creditor was one of four obligees. Mr. Commissioner Winslow gave leave to amend, and the solicitor's clerk then took away the file of proceedings—a most improper course no doubt—for the purpose of amending the petition. This having been done he again presented the petition to the Chief Registrar, who declined to receive it without the leave of the Court. He (Mr. Lawrance) now applied to file the petition *nunc pro tunc.*

Mr. Aldridge, solicitor, for the Chief Registrar, submitted to the order of the Court.

The CHIEF JUDGE said that nothing could be more improper than the conduct of the clerk. Everything seemed to be regular until he took away the file of proceedings, which he clearly had no right to do, and his Lordship understood that the petition was duly filed in court under the old Act, and that leave to amend had been given. An order would be given to file the petition *nunc pro tunc*, but inasmuch as the Chief Registrar had been put to the expense of coming here his costs must be paid Order accordingly.

Shaw and Others v. *Michael.*

Bankruptcy Act, 1869, *s.* 7—*Rule* 159—*Practice.*

This was a debtor's summons under the 7th section of the Bankruptcy Act, 1869. The creditor claimed £432 principal and interest as the indorsee of a bill of exchange dated in April, 1869, at six months, drawn by the debtor.

The debtor wholly disputed the claim, alleging as a defence that due notice had not been given of the dishonour of the bill, and the parties desire an issue. Mr. J. W.

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Michael, a son of the debtor, having been examined, and the Chief Judge having overruled objections to the particulars of demand and the affidavit of the debtor filed in opposition,

Mr. Ince, solicitor, for the creditor, asked that security should be given by the debtor for the amount claimed.

Reed, for the debtor, contended that if a debtor was required to give security before trial, the practice might lead to much oppression.

The CHIEF JUDGE was of opinion that the creditor was entitled to ask for security. There seemed to be a fair question for trial between the parties, and if the cause was decided in the debtor's favour he could then ask that the summons be dismissed, but he must give security for debt and costs. The bond would be for the amount claimed, and £30 for costs, and upon that being given the proceedings would be stayed. The issue, reduced into writing, would form the record, and, his Lordship added, "We will try the question as well as we can manage to do it."

Solicitors for the creditor, *Ingle & Ince*.

Solicitors for the debtor, *Elmslie & Co.*

Jan. 31.—*Re Brown.*

Bagley showed cause against the rule obtained in this case (*vide supra*).

Reed, in support of the rule.

The CHIEF JUDGE was of opinion that the affidavit used in support of the application to examine witnesses was sufficiently full in all respects to justify the order made upon it, and discharged the rule with costs.

Solicitors for the witnesses, *Johnson & Weatheralls*.

Solicitors for the trustee, *Blackford & Riches*.

Feb. 1.—*Langmead* v. *Earley.*

This was an adjourned debtor's summons, the creditor, a builder and decorator, claiming £80 for work and labour done, and materials provided. The claim was disputed except as to £40, and the debtor desired to have the case tried by a jury.

Bagley, for the creditor, and *Reed*, for the debtor.

The CHIEF JUDGE, after hearing the evidence of the debtor, said he must find security for the amount claimed.

Reed, contended that this would be a great hardship on the debtor, for the creditor had only to claim a large sum to compel his debtor to find security.

The CHIEF JUDGE.—We must deal with each particular case as it arises. The question here is a very simple one—is there a contract or not? The debtor desires to have the question tried, and he must find security. I make this order without giving any opinion upon the matter in dispute between the parties.

Solicitors for the creditor, *East & Funston*.

Solicitors for the debtor, *G. O. Nash*.

Feb. 3.—The CHIEF JUDGE has intimated that for the present, notwithstanding the Chancery vacations, he will sit daily at half-past ten.

Mr. Munns, solicitor, of the firm of Lewis, Munns, Nunn, & Longden, made reference to the comparatively early hour at which the sittings were fixed, and said it would be much more convenient to his branch of the profession if his Lordship would sit later.

The CHIEF JUDGE said that, in the Courts of Chancery, solicitors were bound to attend at ten o'clock, and he did not see any necessity for an alteration.

APPOINTMENTS.

Mr. ROBERT G. WYNDHAM HERBERT, barrister-at-law, has recently been appointed Assistant Under-Secretary at the Colonial Office, in succession to Sir F. Sandford, who has become Secretary to the Committee of the Privy Council on Education, in the place of Mr. Ralph Lingen, C.B. Mr. Herbert was educated at Eton, and afterwards at Balliol College, Oxford, of which society he was elected a scholar in 1849. In 1851 he gained the Hertford scholarship, and became Ireland scholar in 1852; in the same year he received the prize for Latin verse. In 1854 he obtained the Eldon scholarship, and was elected a fellow of All Souls. In the following year he received the appointment of Private Secretary to Mr. Gladstone, then Chancellor of the Exchequer, and was called to the bar at the Inner Temple in April, 1858. In 1859 he was appointed Colonial Secretary of Queensland. On his return home, he became Assistant Secretary in the Railway Department of the Board of Trade, from which he has just been transferred to the Colonial Office.

Mr. W. R. MALCOLM, barrister-at-law, of Lincoln's-inn, has been appointed Assistant-Secretary to the Railway Department of the Board of Trade, vacant by the nomination of Mr. R. G. W. Herbert to be Assistant Under-Secretary at the Colonial Office. Mr. Malcolm was educated at Balliol College, Oxford, where he graduated B.A. in 18[illegible]; he was called to the bar at Lincoln's-inn in November, 1865, and has practised as an equity draughtsman and conveyancer. Latterly he has been employed under Mr. Thring, the Parliamentary draughtsman, in drawing up various Government bills for the Board of Trade, and among others the Merchant Shipping Bill.

Mr. WILLIAM LISLE, solicitor, of Durham, has been elected clerk to the Durham Board of Guardians, in succession to the late Mr. Richard Thompson, and his appointment has been approved by the Poor Law Board. Mr. Lisle was certificated as a solicitor in Trinity Term, 1859, and was formerly in partnership with Mr. Thompson, the deceased clerk.

Mr. HENRY WATSON PARKER, solicitor, of the Rectory House, St. Michael's-alley, Cornhill, has been appointed a London Commissioner to administers oaths in Chancery.

Mr. EDWIN BEDFORD, solicitor, of Haberdashers' Hall, City, has been appointed a London Commissioner to administer oaths in the Common Law Courts.

Mr. GEORGE BRAXTON ALDRIDGE, solicitor, of Poole, Dorsetshire, has been appointed a Commissioner for taking affidavits in the Common Law Courts.

Mr. CHARLES DUFFELL FAULKNER, solicitor, of Dedington, Oxfordshire, has been appointed a Commissioner for taking the acknowledgments of deeds to be executed by married women, in and for the county of Oxford.

GENERAL CORRESPONDENCE.

JOHN MILLER.—We shall notice the case you mention.

THE PRACTICE OF THE COUNTY COURTS.

Sir,—The fourteenth question put by the Judicature Commissioners is as follows:—"Would it be convenient if several county court circuits were consolidated, so as to form a circuit within which the judges would not be attached to a particular court, but would take their several courts in rotation, and arrange for the trial of the more important business at some central place or places?" This question, it will be seen, involves the consideration of two distinct matters: first, whether it be desirable for the judges to sit interchangeably or by rotation in the several courts of a large district; and next, whether it be wise to extend to the county court system the principle of centralisation. I will deal with these matters in their order, and first, with the supposed plan of consolidating the circuits.

In my opinion any such plan would be open to insuperable objections. The efficient working of every county court mainly depends on the intimate relationship which subsists between the judge and the several registrars of his circuit, and on the salutary control which he exercises over the practice and procedure of his different courts. He fixes the days of sitting so as best to suit the convenience of all parties; he determines the number of plaints to be inserted in each day's list, and the number of summonses returnable at the same hour; he settles the form of summons and of particulars of claim which in his judgment is sufficiently explicit; he decides on the frame of the judge's note-book most agreeable to himself; and in a variety of other little matters, unnecessary to enumerate, he regulates or sanctions the mode of proceeding which his experience tells him is most conducive to the despatch of business and the orderly administration of justice. All this works smoothly and well so long as each registrar has but one judge to consult, but place him in communication with four or five judges, and the proverbial difficulty of serving two masters

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will be illustrated in a very aggravated form. The days of sitting that would suit one judge might be extremely inconvenient to another. A quick man can dispose of a hundred causes while a slow man is cautiously dealing with fifty. A robust and a zealous judge may like to sit eight hours a day, while a delicate man cannot and an idle man will not sit consecutively for more than five hours. Again, one judge will be content with a summons against "Smith, of Brighton," or "Jones, of Conway," but another, more scrupulous, will require such a description of the defendant, and of his address, as will serve to identify him; and while a general claim for "goods sold" will pass muster as sufficient particulars before some judges, others will not be satisfied unless the nature of the goods and the dates of sale be also given. So there are some few judges—and I am of the number—who enter every judgment carefully in a note-book, and thus, by checking the registrar's record of proceedings, reduce to a minimum the chance of any erroneous entry on his part. Others, however, require no note-book whatever, and satisfied with a sheet of blotting paper on which to dot their hieroglyphic notes, they would not use a book, even if it were placed before them. How, in the instances just put—and the number of illustrations might be largely increased,—would the puzzled registrar, who for the first time found himself associated with a *judicial plurality*, know how to act? Would he vary the practice of the court to suit the varying tastes of his superiors "by rotation," or would he—as in the sacred apothegm—"hold to the one and despise the others"?

Another obvious evil that would arise from the consolidation of county court circuits is that the judges—coming as they would do only occasionally into each district—would have no opportunity of learning the characters of the practitioners, the agents, and the habitual litigants of the several courts. The importance of knowledge on this subject it is difficult to over-estimate, as on it depends not only the accurate, but—what is of almost equal importance when a large amount of business must be got through—the speedy discovery of truth. There are men who constantly attend my court, whether as advocates, or agents, or suitors, or witnesses, on whose word I can implicitly rely; there are others—plausible till found out—who require constant watching with more or less care according to the temptation to which they may be exposed. It is not until after considerable experience of their conduct that any judge, however acute, can discriminate safely between these two classes of persons; yet, until such discrimination can be made, much injustice must be done, or, at the best, much time must be wasted in hearing needless corroborative testimony.

A third objection to the suggested plan is, that it would destroy all hope of anything like uniformity of decision in any court or district. It is a humiliating avowal, but nevertheless true, that on many questions of constant recurrence, especially on those connected with the law of landlord and tenant, and of master and servant, the opinions of the judges vary in a very remarkable degree. I remember some years back my late friend Mr. Adolphus strove to ascertain on what principle his learned brethren decided cases where a servant, who had been dismissed for misconduct, or had left his place without notice, brought an action for wages. With this view he sent a circular query to several of the metropolitan judges, and the first five answers, as he told me, all differed materially as to the *modus decidendi*. The result, as might be expected, rather fostered a habit of self-reliance than one of profound respect for the sentiments of his fellows; and I believe he thenceforth was content to deal with matters before him, relying solely on his own legal knowledge and good sense. Now, although it is an undoubted blemish in our administration of justice that such discrepancies in the interpretation of the law should exist, and it would be very desirable, if possible, that four inconsistent rules of Law should not be recognised in Marylebone and Lambeth, Clerkenwell and Shoreditch—such being rather a vulgar parody on the classical "alia lex Romæ, alia Athenis"; yet still the inconvenience caused by the want of uniformity in the decisions of different courts is as nothing compared to what it would be if different laws were promulgated at different times from one and the same court. In such an event how could the practitioners advise their clients as to the probabilities of success, and when could the issuing clerks feel safe in warning too eager plaintiffs against almost certain defeat? No cause would be so good as to give confidence to the timid, no cause so bad as to lead the bold to despair. The wisdom of one judge would be neutralised by the *un*wisdom of his successor, and the law as administered throughout the circuit would become a lottery and a laughing-stock. I need only further observe, with respect to the suggested plan, that, without producing any one practical advantage as the slightest set-off to the evils I have already enumerated, it would be sure to increase very considerably the demands of the judges for travelling expenses, and, unless I am strangely misinformed, the demands on that head are already sufficiently high.

The idea of arranging "for the trial of the more important business at some central place or places" is one so obviously objectionable that I feel I can safely dispose of it in a very few words. The two grand objects aimed at by the county court system were, first, to make justice cheap, and next, to bring it home to the poor man's door. It was a noble scheme in which the judges were made to play the useful rather than the dignified part of *legal tallymen*. But the proposal in question would set this scheme entirely at nought. It would enormously swell the costs of litigation; it would as largely add to the trouble of suitors and witnesses; and it would cause a cruel waste of time. No doubt it might find favour with a few infirm judges and with some selfish lawyers, but so far as the real interests of the public are concerned it would be a prodigious blunder. Besides, who could decide upon what constituted "important business," and what time would there be for making "arrangements" as to the change of venue?

A METROPOLITAN COUNTY COURT JUDGE.

INSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—The recent decision of the Court of Appeal in the *Family Endowment case*, 18 W. R. 266, appears to me to leave untouched a class of cases, representing the vast majority of the claims against the amalgamated companies. What is settled by the above case (subject, of course, to the result of an appeal to the House of Lords) is, that where a policy-holder has, prior to the amalgamation, actually *earned* the fruits of his policy, without any *further act* to be done by him to secure them, his claim, being consummate, as against his insurers, cannot be repudiated by *them*, merely by the fact of his having passed to another company receipt for the annual payments due to the former. In other words, that nothing short of acceptance by the creditor of the security of another company, in lieu of the previous liability, can absolve the original insurers; and that the giving receipts to the new company is not sufficient evidence of such transfer. I submit that the case of the holders of policies *running at the time of amalgamation* widely differs. The essential condition on which the subsistence of a policy depends is the *periodical payment of the premiums* to the insurers; and, accordingly, it will be incumbent on this class of policy-holders, in order to keep alive their claims on the old companies, to show that they have regularly paid their premiums to the present time actually or constructively. Some policy holders have, I believe, prudently insisted on taking their periodical receipts, in the *name of the original insurers*; but, in the greater number of instances, even where no new policy has been issued by the purchasing company, the receipts purport to be issued by the latter, simply ignoring the existence of the former. The only ground on which such payments could be held to suffice is that of *agency*. But agency, if not rebutted by the form of the receipt itself, can only exist, provided it be within the legitimate scope of the

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old company; and this turns upon the question of the validity of the amalgamation itself. Now it is settled by the case of *Clinch* v. *Financial Coporation*, L. R. 5 Eq. 450, on appeal, 17 W. R. 85, that unless provided for by the articles of the company, or assented to by *all* the shareholders, an amalgamation, whereby the property of one company is handed over to another is *ultra vires*, and not voidable only, but simply *void*; and, consequently, that *all* arrangements founded thereon are equally void. It follows that the old company had no power to constitute the new its agent to receive the premiums on its behalf; and the holders of policies who dealt with the new company, in fact, entered therewith into a *new* contract, on the basis of the *old*, which they abandoned. It may be said that this doctrine would entail great hardship on the policyholder; and so it might, if he could be *forced* to exchange one security for another without a voice in the matter. But he may, if he please, elect to keep his old security alive by refusing to accept a receipt in the name of the new company; or he may sue the old company for breach of contract, in case of an express refusal to accept the premiums; or he can, as was done in the case of *Aldebert* v. *Leaf*, 12 W. R. 462, restrain the old company from parting with their assets, at all events without setting apart a fund to answer his future claim. I submit, sir, these few reasons for holding, as I do, a strong opinion that even though many of the companies which have been incorporated with the Albert, may have to be wound up in conformity with the recent decision, the claims capable of being substantiated against them are comparatively few, provided the important question to which I have alluded be put in a proper train for decision.

A BARRISTER.

Jan. 28, 1870.

P.S.—Since writing the foregoing, the very point has come for decision before Vice-Chancellor Malins, on last Saturday, *In re National Provident Life Assurance Society, Ex parte Kettle and Fleming*, upon a motion for a winding-up order, at the suit of a policyholder. As there was a further petition at the suit of an annuitant, his Honour, acting on the authority of *Pott's case*, made an order on the latter; but in making no rule on the former, he intimated a decided opinion that the petitioners had discharged the liability of the old company, and accepted a fresh security in lieu thereof by paying his premiums to and taking receipts from the new. I submit that the lapse of the former contract, by non-payment of premium, furnishes even a more fatal objection to the claim of the policyholder against his original insurers.

THE GREAT STAMP QUESTION.

Sir,—For the information of the profession we beg to enclose a copy of a letter we have received from the Solicitor of Inland Revenue respecting the penalties on stamping deeds which may now, after the decision in *Boulton's case*, be held to be insufficiently stamped.

OLIVER & BOTTERELL.

Solicitors' Department,
Somerset House, London, W.C.
31st January, 1870.

Gentlemen,—In reply to your letter of the 28th inst., I beg to say that the Commissioners of Inland Revenue have determined not to exact any penalties on the re-stamping of deeds shown to be insufficiently stamped by the recent decision of the Court of Exchequer in *Boulton's case*, and which are brought to be stamped within a reasonable time after that decision. Where a deed is more than twelve months old, there must be, to satisfy the law, a formal payment of the penalty; but care will be taken to render the transaction so formal as to be no practical inconvenience to the public.—I am, Gentlemen, your obedient servant,

W. H. MELVILL,
Solicitor of Inland Revenue.

Messrs. Oliver & Botterell, Solicitors,
Sunderland.

BARRISTERS AND ATTORNEYS.

Sir,—Your correspondent, "A Solicitor," seems to have a singular facility for mistaking the point at issue. I never advanced nor intended to advance any "argument in favour of the existing system," sound or unsound. I expressed *an opinion* in favour of that system, but I am not conceited enough to suppose that to be an argument. The object of my letter was merely to point out, first, that "A Solicitor," "A Country Attorney" and other correspondents, who wrote as if the rule in question was one invented by the bar for the purpose of keeping down the attorneys, had missed or avoided the true merits of the case; and secondly, that taking their own ground the present distinction did not work so exclusively in favour of the bar as they seemed to suppose, nay that, in one very important particular it inflicted considerable injury on the bar for the benefit of the attorney. These gentlemen, and not the suitors or the public, have had the benefit of the money lost by the junior bar in the manner I mentioned.

I may add that as far as I can learn of the working of the system prevailing in Canada, it practically makes the working partner entirely dependent for success on the merits of the speaking partner, and I question whether your correspondents could desire to bring about a similar state of things here.

On the merits of the proposed change I am quite satisfied with the arguments which have from time to time appeared in your leading columns, to which I did not, and do not, propose to add anything of my own.

Lincoln's-inn, January 29. A. E. M.

SHEARMAN AND REDFIELD ON NEGLIGENCE.

Sir,—It is probably never very wise for an author to answer a critic; and this letter may be no exception to the rule. Nevertheless, there is one point in your extended notice of "Shearman & Redfield on Negligence" (published Dec. 11, 1869), which implies a reproach too severe to be borne in silence; and that is, the charge that the book has "no principle of arrangement, except perhaps that of putting the more important propositions before those that are less so," and has "no attempt whatever at an analysis of the subject."

I do not know of any complaint to which either of the authors, and especially Mr. Shearman, could be more sensitive, since he has justly earned a reputation among his professional brethren for power in that very direction. Indeed it so happens that the very portion of the Civil Code of New York, which you specially commended for its logical arrangement (the division on Obligations), was the part of which Mr. Shearman, as secretary to the Code Commission, laid out the plan. This, of course, is no proof that he has succeeded equally well in dealing with a new subject, but may excuse us for replying to the charge.

To come to the point, it seems to me clear that your critic has made a mistake in thinking that the book had no analytical plan, however wrong that plan might be. The system adopted was to lay down, first, the rules which were capable of application to *all* cases of negligence and all persons. Second, rules applicable to all cases of negligence, but only to certain classes of persons. And, third, the rules applicable only to particular cases or classes of cases. Under this third division, an alphabetical arrangement was adopted for the obvious reason that the various subjects were wholly disconnected, and were not susceptible of any other classification one-tenth part as convenient or intelligible to the reader.

This plan worked out as follows:—

I.—Negligence generically considered.	1. Negligence defined. 2. Degrees of negligence. 3. Contributory negligence.
II.—Who may be liable for negligence, and to whom.	1. Parties generally. 2. Master and servant. 3. Municipal corporations. 4. Public officers.
III.—Particular cases of negligence	1. Animals (mismanagement of). 2. Attorneys (inaccuracy of). 3. Bankers. 4. Bridges, &c., &c., &c.

IV.—Damages recoverable in each of these cases.

Find what fault you will with this plan, but do not say that there is *no* plan.

Your critic suggests that the true way to frame such a book would be to state—first the duty, then the breach, and then the damage. I cannot imagine how such a basis could be adopted without plunging *in medias res* at once, and repeating legal propositions over and over again. At short intervals, extending over three years, Mr. Shearman and myself laboured to devise and improve the classification of our subjects, and, while we are reasonably modest, we cannot see that any improvement has yet been suggested.

AMASA A. REDFIELD.

20, Nassau-street, New York, Jan. 6. 1870.

[Our objection was, that the work was arranged on a faulty plan rather than that it was arranged on none; and

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this, we believe, will appear from a perusal of our critique in its entirety. We certainly considered that the work was not based upon any logical principle or analysis of the subject; we arrived at this conclusion after a careful examination, and we cannot consider that any such principle or analysis is disclosed in the work itself. Mr. Redfield's letter now shows what was the actual intention of the authors as to arrangement, and we hope that by directing their attention to this matter we have afforded them a hint which may prove useful in the preparation of a second edition. The analysis now given is a great improvement upon the table of contents given in the work, from which it appears to us to vary considerably. We still fail to see why "master and servant" "municipal corporations" and "public officers" do not fairly come under the head of Particular Cases of Negligence, and think, as we said before, that Mr. Shearman and Mr. Redfield placed them before the other cases simply because they were more important. We shall be glad to welcome the second edition.—Ed. *S.J.*]

An Appeal.

Sir,—May I be permitted through the medium of your influential Journal to make an appeal to your affluent readers in connection with the following very painful case?

The widow of a solicitor, who, in his lifetime, was widely-known and respected, is now in the most straightened circumstances.

One of her daughters has, during the greater part of last year, been afflicted with a most serious illness, involving an amount of expenditure which has completely exhausted her means.

It has been found necessary to remove the invalid to the West-end of London, to be under the immediate care of eminent physicians. To carry this out means are needed, and it is earnestly hoped that this appeal may not be in vain.

W. H. Lusignan,
Lecturer of All Hallows, and Chairman
of the Ladies' Home, Queen-square.

Subscriptions will be thankfully received for the widow, L. L., by Messrs. Ransom & Bouverie, Pall-mall, and by the London and County Bank, Lombard-street.

OBITUARY.

MR. EDWARD EVERETT.

Mr. Edward Everett, of Harnham Cliff, near Salisbury, late judge of the Salisbury County Court, died at Clifton on the 29th of January, in the 71st year of his age. Mr. Everett was the fourth son of the late Joseph Everett, Esq., a banker of Salisbury, by Tabitha Martha, his wife. He was born in 1798, and was educated at Winchester School, whence he proceeded to Balliol College, Oxford, and graduated in honours. In May, 1824, he was called to the bar at the Middle Temple, and for some time practised as a conveyancer at Salisbury. He formerly filled the office of judge of the Court of Requests in Salisbury, established under the provisions of 4 & 5 Vict. c. 84, and was appointed the first judge of the County Court for the Salisbury district (Circuit No. 55) in the year 1846. This office he continued to hold till the end of 1867, when he resigned, and was succeeded by Mr. T. E. P. Lefroy, the present judge. Mr. Everett was a justice of the peace for Wiltshire. He married, on the 8th September, 1846, Emma, only daughter of William Fowle, Esq., of Chute Lodge, Wilts.

MR. RICHARD BADHAM.

This gentleman, an old solicitor, of Bromyard, Herefordshire, died there on the 24th January, in the eightieth year of his age. He was a certificated as a solicitor in Trinity Term, 1812, and was perpetual commissioner for Worcestershire and Herefordshire, and also a commissioner to administer oaths and for taking affidavits.

MR. J. W. MAYSON.

The death of Mr. John Walker Mayson, solicitor, of North Shields and of Newcastle-on-Tyne, occurred on the 27th January, at his residence, Northumberland-square, North Shields. Mr. Mayson, who was an alderman of Tynemouth, was certificated in Hilary Term, 1829, and was a member of the Newcastle firm of Laws, Glynn, & Mayson. In 1854 he was elected Mayor of Tynemouth, and in the following year he acted as magistrate. He continued to act as an alderman of the borough up to the time of his death, though he latterly practised chiefly at Newcastle.

MR. E. R. BUTLER.

Mr. Edward Robert Butler, solicitor, of Furnival's-inn, Holborn (also of Cromwell Hall, Finchley, and Medina-villas, Brighton), died on the 25th of January. He was certificated in Hilary Term, 1823, and had been for many years established at Furnival's-inn.

MR. FRANK COLLINS.

Mr. Frank Collins, solicitor, expired on the 28th January, at Guildford-street, London, at the early age of twenty-nine years. The deceased gentleman was the last surviving son of Mr. W. I. S. Collins, of Williton, Somerset, and formerly of Exeter.

SOCIETIES AND INSTITUTIONS.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors was held at the Law Institution, London, on Wednesday last, the 2nd inst. Mr. Henry Thomas Young in the chair.

The other directors present were:—Messrs. Hedger, Rickman, Sidney Smith, and Torr. Mr. Eille, secretary.

A sum of £25 was granted for the relief of three necessitous widows of non-members. Four new annual members were admitted to the association, and other business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on the 1st inst., Mr. E. C. Harvie in the chair, upon the motion of Mr. Appleton, the society repealed the rule imposing a fine upon ordinary members of less than three years standing in case of their absence from the weekly meetings without giving notice to the secretary. The motion which was keenly contested was carried in the affirmative by seventeen votes to fourteen. Other business was also disposed of. The number of members present was thirty-five.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, February 7, class A; Tuesday, February 8, class B; Wednesday, February 9, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, February 11—Lecture, 6 to 7 p.m.

THE ADMINISTRATION OF JUSTICE UNDER THE *CODE NAPOLEON*.

(From the *Pall Mall Gazette*.)

Most French lawyers are very proud of this code, which has certainly the merit of being so mathematically simple that everybody who can read is able to judge for himself, without the help of a solicitor, what things he may and may not do. Of late years, however, there has been a growing opinion amongst the liberal-minded and reforming portion of the French Bar that there is room for considerable improvement in the methods of procedure which the code lays down; and this opinion applies especially to the criminal procedure, which is both more intricate and more harassing in its effects than ours. France, as at present constituted, is divided for judicial purposes into tribunals of "first instance" and Imperial courts, there being of the former one for every arrondissement, and of the latter twenty-seven in the whole Empire. Above all is one Court of High Appeal, the Court de Cassation, which sits in Paris. In civil cases a man can have resourse successively to five jurisdictions. First he can apply to the justice of the peace of his canton, who has power to adjudicate as to all sums not exceeding a hundred francs; next he can appeal to the tribunal of his arrondissement; after that he may be sent to the Cour Impériale of the district; then if he wishes it, to the Court of

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Cassation, and finally to the Council of State, which has power—though it seldom exercises it—to hear his case over again if he fancies himself maliciously wronged by one of his judges. There is no jury in civil cases. The trials in "first instance" take place before three judges; in the Imperial Courts before five or seven; in the Court of Cassation before twelve. In all causes the Procureur-Imperial intervenes either for the plaintiff or defendant as he thinks right, and it is very rare indeed that his intervention does not sway the verdict. In criminal cases the condemned man has three appeals—that is, to the court of the arrondissement, the Imperial Court, and the Court of Cassation: after these all that remains is the *recours en grâce*, which the counsel of a prisoner under sentence of death or penal servitude transmits to the Sovereign through the Minister of Justice. In the country, when a peasant commits a small misdemeanour, he is summoned before the justice of the peace of the canton, who may punish him with not more than two days' imprisonment, or with a fine not exceeding a hundred francs. At Paris it is the Tribunal of Simple Police which takes cognisance of these minor offences; and any stranger curious to see justice expeditiously administered would do well to pay a visit to this tribunal, where from ten in the morning to three in the afternoon cabmen, costermongers, and street-boys defile in an unbroken procession to answer for peccadilloes known as *delits de voirie—i.e.*, breaches of peace and municipal regulations. In the case of offences of a serious nature it is no longer the juge de paix or the Tribunal of Simple Police to whom the accused is deferred, but to the Procureur-Impérial. For example, when an indictable offence has been committed the first person to be informed of it—if the delinquent have not been arrested on the spot—is the Commissaire de Police, with whom the complaint is lodged. There are eighty of these commissaires in Paris, and their functions are rather more extensive than those of English inspectors of police, for they may at their discretion liberate prisoners who are simply charged with drunkenness or riotous conduct. Four times a day the commissaires send reports to the Prefecture de Police, whence all complaints are directly forwarded to the Procureur-Impérial, or public prosecutor, who immediately issues against the parties accused either a summons *(mandat de comparution)* or a warrant *(mandat d'amener)*. It needs an incredible amount of tact and judgment to discharge the functions of public prosecutor with equity; but it cannot be said that, as a rule, the imperial procureurs come up to the desired standard. They are a very ill-paid class. Their salaries vary from £60 a-year in country districts to £240 a-year in large towns; and even the procureurs-general, or public prosecutors-in-chief, of whom there are but 28 in the whole empire, receive only £640. These emoluments are too small to tempt men who have the slightest chance of making their way at the bar, and the Government is obliged to select from among those who, however honest and painstaking they may be, are, at best, lawyers of quite second-rate capacity. The Procureur-Imperial and his deputies sit every day and divide the business between them. When a defendant appears to answer a summons, or comes up in custody under warrant, his examination is conducted in strict privacy; and the Procureur, who is often overdone with work, seldom takes more than a few minutes in deciding whether there are grounds for a prosecution or not. If the charge seems a frivolous one, or if the *primâ facie* evidence be insufficient, he may at once dismiss the case; in the contrary event he hands over the *inculpé* to the examining magistrate, or juge d'instruction, who either liberates the defendant on bail (though this is very rarely done) or orders his provisory incarceration under a *mandat de depot*. We may remark that great latitude is always allowed by French magistrates towards journalists charged with press offences, and towards men in good social position indicted for such misdemeanours as duelling, assault, or rioting. We may add, too, that although in press prosecutions the printer of a paper is generally indicted with the editor, and sentenced to a month or two of confinement, it is not customary for the Procureur to insist upon the carrying out of the sentence. There are printers in Paris who, during the last twenty years, have had two or three years of imprisonment meted out to them in instalments, and who yet have never slept a single night in gaol.

So much has been already written both in English and foreign papers concerning the slow-torture system to which French justice has recourse in order to screw confessions out of prisoners that we will say nothing more on the subject, further than to point out how immense is the discretionary power confided to a juge d'instruction. All that goes on in his study is a profound mystery to the outer world. There is no one to control his actions, and, if it suits him to hush up a case, he may do so with perfect safety, without having anything unpleasant in the way of newspaper comments to dread. Whether French examining magistrates ever do hush up cases where influence is brought to bear upon them from high quarters is another question; but the bare fact that they should be able to abuse these powers with impunity sufficiently justifies the opinion of liberal Frenchmen that the functions of the juge d'instruction should be exercised openly, as in England. After a probationary term, which varies according to the more or less difficulty there may be in extracting the truth from him, a prisoner is either committed straightway to take his trial before the Tribunal of Correctional Police, or, if the charge be one of felony, is sent back to prison to await the decision of the *Chambre des Mises en Accusation*, a sort of judicial grand jury, whose business it is to see whether the indictments are clear enough to warrant a committal to the Court of Assize. The Tribunal of Correctional Police sits all the year round; the Court of Assize holds two sessions a month in Paris, and four a year in the twenty-seven other Imperial courts. The difference between the two jurisdictions is that in the former the trial rests with three judges; whilst in the latter the prisoner is arraigned before a jury.

Most Englishmen who have visited Paris must have been to see the Correctional Tribunals, rendered famous by the numerous press trials of the Second Empire. They consist of two chambers, the sixth and seventh, both identical in appearance. There is a rich well-furnished look about them which one is not always accustomed to find in a court of justice. The paper on the wall is green, with large gold bees; all round the room runs a carved wainscoating of oak; to the right, on a pedestal, is a marble bust of the Emperor; to the left, on a fellow pedestal, a handsome clock; and at the end of the room, over the dais of the three judges, a life-size picture of the Saviour on the cross. On the right of the judges' dais, which is warmly carpeted with a thick green rug, is the dock where the prisoner stands between two gendarmes; opposite it a low pulpit, with a comfortable arm-chair for the public prosecutor; down the centre of the court a sort of "fops' alley," with rows of seats on each side for the public, like the pews in a church. The trials in correctional police never last long. The judges adopt an aggressive tone in their questions, which indicates pretty plainly that their opinion as to the prisoner's guilt is made up beforehand. The public prosecutor, on his side, never fails to observe that unless the accused can prove his innocence his culpability must be taken for granted, and so the trial generally ends in a condemnation, which may vary from one day's to five years' imprisonment.

In the Court of Assize the proceedings are altogether more formal, and allow a prisoner much better chance of an acquittal. The oath which the jury are made to swear is an extremely beautiful one, and it is impossible to hear it without feeling moved. Lifting up their hands one after another they declare that "without malice and without favour, without prejudice and without weakness, they will examine the evidence with an impartial desire to ascertain the truth, and convict or acquit as they shall consider just, on their honour and conscience as honest men." There are three judges at the assize trials, as at those of the Police Correctionnelle, but the same reproach may be addressed to the former as to the latter, of always summing up dead against the prisoner. As a compensation, however, French juries are exceedingly jealous of their prerogatives, and not unfrequently acquit solely to assert their independence. The verdict is not rendered by "guilty" and "not guilty," as in England, but by the answer "yes" or "no" to a long series of questions enumerated by the presiding judge. In cases of murder, with robbery, these questions sometimes amount to as many as fifty or sixty; for the indictment is made to include all the minor counts of aggravated assault, &c., so that if the prisoner be acquitted on the charge of murder, there shall be no need to begin a fresh trial to convict him of manslaughter.

In France it is with the jury that lies the prerogative of admitting "extenuating circumstances"; in Belgium it is with the judges. There is much to be said for both systems,

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the main objection to the French method being that juries often admit "extenuating circumstances," without any relation to the merits of the case, but simply because they object to capital punishment. Many a French murderer has owed his life to the fact of a tender-hearted juryman having read M. Victor Hugo's "Dernier Jour d'un Condamne" or Beccaria's essay against the penalty of death.

COURT PAPERS.

COMMON PLEAS.

This Court will, on Saturday, the 5th, Monday, the 7th, Friday, the 11th, Saturday the 12th, and Monday, the 14th days of February, hold sittings, and will proceed first with the country new trials, and afterwards with the special paper; and will also hold a sitting on Wednesday, the 23rd February, for the purpose of delivering judgments.

COURT OF EXCHEQUER.

This Court will hold sittings on Tuesday, the 8th, Wednesday, the 9th, Thursday, the 10th, Friday, the 11th, Saturday, the 12th, and Monday, the 14th days of February, and will, at such sittings, proceed in disposing of the business then pending in the paper of new trials and in the special paper; and will also hold a sitting on Wednesday, the 23rd day of February, and will, at such sitting proceed in giving judgment in matters then standing for judgment.

SPRING CIRCUITS OF THE JUDGES.

The following complete the list of the Spring Circuits of the Judges:—

MIDLAND—Mr. Justice Montague Smith and Mr. Baron Cleasby.

Warwick, February 24; Derby, March 2; Nottingham, March 7; Lincoln, March 10; York, March 16; Leeds, March 23.

NORTH WALES—Mr. Baron Channell.

Welshpool, March 12; Bala, March 16; Ruthin, March 19; Beaumaris, March 23; Carnarvon, March 26; Mold, March 30; and Chester and City, April 2.

LANCASHIRE SPRING ASSIZES, 1870.

The commissions for holding these assizes will be opened at Lancaster, on Wednesday, the 2nd of March, at Manchester, on Saturday, the 5th of March, and at Liverpool, on Saturday, the 19th of March.

The entry of causes at Lancaster will commence immediately after the opening of the commissions, on Wednesday, the 2nd of March, and will close at nine o'clock on the following morning.

Causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster at Preston, as follows, viz., causes for trial at Manchester, on Monday, the 28th of February, and daily thereafter, until Thursday, the 3rd of March inclusive, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon; and causes for trial at Liverpool, on Monday, the 14th of March and daily thereafter until Thursday, the 17th of March inclusive, between the above mentioned hours.

The entry of causes at Manchester and Liverpool respectively, will commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock in the evening on the commission day.

The Court will sit at eleven o'clock in the forenoon, at Manchester and Liverpool respectively on the Monday next following the commission day.

The trial of special jury causes will commence at Manchester, at ten o'clock a.m., on Thursday, the 10th of March, and at Liverpool at ten o'clock a.m., on Thursday, the 24th of March, and not earlier, unless the Court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first) will be exhibited in the corridor of the court and in the library.

Mr. J. L. Pulling, solicitor and Parliamentary agent, of Adelaide-place, London-bridge, and Mr. J. M. Chamberlain, solicitor, of Basinghall-street, have announced themselves as candidates for the vacant office of registrar of the City of London Court.

GENERAL ORDERS.

LUNACY.

Monday, Jan. 10, 1870.

I, William Page Baron Hatherley, Lord High Chancellor of Great Britain, entrusted by virtue of her Majesty the Queen's Sign Manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, do, with the advice and assistance of the Right Honourable Sir George Markham Giffard, Lord Justice of the Court of Appeal in Chancery, also being entrusted as aforesaid, and by virtue and in exercise of the powers or authorities in this behalf vested in me by the Lunacy Regulation Act, 1853, and the Courts of Justice (Salaries and Funds) Act, 1869, and of every other power or authority in anywise enabling me in this behalf, order as follows:

1. The 29th of the General Orders in Lunacy, dated the 7th day of November, 1853, is hereby discharged, and the following Orders shall be deemed to be incorporated with the said General Orders in the place of the said Order hereby discharged, and shall be read and construed as part of such Orders, and the Interpretation Clause contained in such Orders shall be applicable to these Orders.

2. The Masters in Lunacy may from time to time, in such cases as they may think fit, certify that the whole or any part of the percentage payable under the Lunacy Regulation Act, 1853, is to be paid out of cash arising from dividends of the lunatic that may be standing to the credit of the matter of any lunacy, either generally or to any particular account, and when any such certificate is made, the amount certified thereby shall not be paid by means of stamps, but shall be carried over and transferred in manner hereinafter directed.

3. In each of the divisions of the Accountant-General's office there shall henceforth be kept an account, intituled "The Paymaster-General's Lunacy Percentage Account."

4. When any such certificate as hereinbefore mentioned is made, an office copy of such certificate is to be left at the office of the Accountant-General, and the Accountant-General is, by virtue of such certificate when so left, out of such cash as is mentioned in the 2nd of these Orders, to carry over the amount mentioned in such certificate from the credit of the account in such certificate in that behalf mentioned to the credit of the Paymaster-General's Lunacy Percentage Account, in that division of his office in which the account is kept, to the credit of which such cash shall be standing, and any orders made and to be made in any such matters respectively are to be subject to this Order, and to be acted upon by the Accountant-General accordingly.

5. As soon as conveniently may be after the 31st day of January, the 30th day of April, the 31st day of July, and the 31st day of October in each year, upon receiving from the Paymaster-General's office a direction to the Governor and Company of the Bank of England to credit the account in their books of her Majesty's Paymaster-General "cash account" with the amount of cash standing on those days respectively on the credit of the said account, in each of the divisions of the Accountant-General's office, intituled "The Paymaster-General's Lunacy Percentage Account," the Accountant-General shall, by certificate under his hand, direct the Governor and Company of the said Bank to transfer from his account the amount so expressed in such direction to such cash account of the Paymaster-General accordingly, and such certificate of the Accountant-General shall be a good and sufficient authority to the said Bank to write off the amount therein mentioned from the account of the Accountant-General, and to carry it to the account of the Paymaster-General "cash account" as aforesaid, without any further order of the Court; and upon receiving from the said Bank a certificate that such transfer from the account of the Accountant-General to the account of the Paymaster-General has been effected, the Accountant-General is to cause the amount so transferred to be placed to the debit of the proper account in his books.

6. These orders shall take effect from the 11th day of January, 1870, and order 2 shall be deemed to operate as from the 1st day of October last, except so far as relates to such percentage (if any) as may since that day have been paid by means of stamps.

HATHERLEY, C.
G. M. GIFFARD, L.J.

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LEGACY AND SUCCESSION DUTY.

Monday, Jan. 10, 1870.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, doth hereby, in pursuance and execution of all powers and authorities enabling him in that behalf, order and direct in manner following:

1. Every decree or order whereby it is intended to provide for payment out of a fund in court of any duty payable to the revenue under the Acts relating to legacy or succession duty, shall direct that the amount of such duty shall (upon such requisition as hereinafter mentioned) be transferred in manner hereinafter provided to the account of the public moneys of the Receiver-General of Inland Revenue, at the Bank of England.

2. When any decree or order containing any such direction as last aforesaid shall have been left at the office of the Accountant-General for the purpose of having such direction carried into effect, the Accountant-General, upon receiving from the Commissioners of Inland Revenue a requisition showing the amount at which such duty has been assessed, and requesting the transfer thereof to the Revenue shall by certificate under his hand direct the Governor and Company of the Bank of England to transfer the amount of such duty from his account to the account of the public moneys of the Receiver-General of Inland Revenue at the Bank of England.

3. Such certificate as last aforesaid shall be a sufficient authority to the said bank to write off the amount therein mentioned from the account of the Accountant-General, and to place it to the account of the public moneys of the Receiver-General of Inland Revenue.

4. The Accountant-General, upon receiving from the said bank a certificate that such transfer as aforesaid from his account to the account of the public moneys of the Receiver-General of Inland Revenue has been effected, shall cause the amount so transferred to be placed to the debit of the proper account in his books.

5. This Order shall be read and construed as part of the Consolidated General Orders of the Court, and the interpretation clause in those Orders contained shall apply to this Order.

6. This Order shall come into operation on the 11th day of this present month of January, 1870.

HATHERLEY, C.

FEES OF TAXATION WHEN COSTS ARE PAYABLE OUT OF A FUND IN COURT.

Monday, Jan. 17, 1870.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, by and with the advice, consent, and assistance of the Right Honourable John Lord Romilly, Master of the Rolls, the Right Honourable the Lord Justice Sir George Markham Giffard, the Honourable the Vice-Chancellor Sir John Stuart, the Honourable the Vice-Chancellor Sir Richard Malins, and the Honourable the Vice-Chancellor Sir William Milbourne James, doth hereby, in exercise of the power given to him by the Courts of Justice (Salaries and Funds) Act, 1869, and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

1. Rule 8 of the 39th of the Consolidated General Orders, and the 8th of the General Orders of the 25th day of October, 1852, are hereby abrogated, and the following rules shall be deemed to be incorporated with the said Consolidated Orders, in the place of the said rule, and shall be read as part of such Orders, and the interpretation clause in such Orders contained shall apply to these rules.

2. Where costs are directed to be paid out of a fund in Court, the fees of taxation shall not be payable by means of stamps, but shall be carried over and transferred in manner hereinafter provided, and to that intent the taxing-master shall in such cases certify the amount of such fees.

3. In each of the divisions of the Accountant-General's office, an account shall from henceforth be kept, intituled "The Paymaster-General's Fees of Taxation Account"; and when any such certificate as is mentioned in the preceding rule is left at the office of the Accountant-General to be acted on, the amount of fees certified thereby shall be carried over from the fund out of which the costs are directed to be paid to the last-mentioned account in that division of the Accountant-General's office in which the account to the credit of which such fund shall be standing is kept.

4. As soon as conveniently may be after the 31st day of January, the 30th day of April, the 31st day of July, and the 31st day of October in each year, upon receiving from the Paymaster-General's office a direction to the Governor and Company of the Bank of England to credit the account in their books of her Majesty's Paymaster-General "Cash Account," with the amount of cash standing on those days respectively on the credit of the said account in each of the divisions of the Accountant-General's office, intituled "The Paymaster-General's Fees of Taxation Account," the Accountant-General shall, by certificate under his hand, direct the Governor and Company of the said Bank to transfer from his account the amount so expressed in such direction to such cash account of the Paymaster-General accordingly, and such certificate of the Accountant-General shall be a good and sufficient authority to the said Bank to write off the amount therein mentioned from the account of the Accountant-General, and to place it to the account of the Paymaster-General "Cash Account" as aforesaid, without any further order of this Court, and upon receiving from the said Bank a certificate that such transfer from the account of the Accountant-General to the account of the Paymaster-General has been effected, the Accountant-General is to cause the amount so transferred to be placed to the debit of the proper account in his books.

5. This order shall come into operation on the 21st day of January, 1870, and rule 2 shall be deemed to take effect as from the 1st day of October last, except as regards such fees of taxation (if any) as may have been paid by means of stamps since that day.

HATHERLEY, C.
ROMILLY, M.R.
G. M. GIFFARD, L.J.
J. STUART, V.C.
R. MALINS, V.C.
W. M. JAMES, V.C.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 4, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅞	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92⅞	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 239
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '61 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104½
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	113
Stock	Do., A Stock*	100	115
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	62
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	45
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	51
Stock	Metropolitan	100	79
Stock	Midland	100	122¾
Stock	Do., Birmingham and Derby	100	91¼
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	48
Stock	South-Eastern	100	76½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

All the markets have been more or less dull this week. Mining investments have had an exceptional activity; telegraph

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shares continue to command high prices, and numerous new schemes of communication are bruited on every side. Great Western Stock, which had been steadily rising for many months, had a relapse this week, attributable probably to the realisations of the successful speculators. Erie shares have improved, on reports that recent steps taken by shareholders for their own protection are successfully maturing.

The general meeting of proprietors of the London and County Bank was held to-day, when the directors' report was adopted, and a dividend of 6 per cent. for the half-year, with a bonus of 2½ per cent., was declared, leaving a balance of £8,895 17s. 5d. to be carried forward. The net profits of the half-year were £87,669 19s. 10d., to which was added the sum of £6,225 17s. 7d., which had been brought down from the previous report.

The prospectus is issued of the Calcutta and Singapore Telegraph Company (Limited), the capital of which is £600,000, in £10 shares. Penang and Malacca are to have intermediate stations.

The 46th annual meeting of the Law Life Assurance Society was held on Wednesday, when a dividend and bonus equivalent to 36 per cent. were declared.

A separate Commission of the Peace has been granted to the borough of Huddersfield.

The Irish papers state that on the assembling of Parliament a bill to assimilate the Bankruptcy Law of Ireland to that of England will be introduced by the Government.

Mr. William Wilcox, of Offord-road, Islington, clerk to a solicitor in Fenchurch-street, City, was recently found drowned at Brighton.

Mr. Bompas, solicitor to Reuter's Telegraph Company, has received a special acknowledgment of £2,000 for his services to the company during the recent negotiations with government for the transfer of the telegraphic wires.

It is stated that a member of the legal firm of Bircham, Dalrymple, & Drake, of Parliament-street, will be commissioned by the Erie Shareholders' Protection Society to proceed to America to take the necessary measures in the courts of the United States for securing their rights against the directors of the Erie Railway Company.

The Lord Chancellor has acknowledged the receipt of three memorials from the Town Council of Bury, in Lancashire, praying that the bankruptcy cases arising in the Bury County Court should be disposed of at Bury, and not at Bolton, as recently ordered. His Lordship states that the new arrangements were not made without due consideration, and he does not propose to make any change unless expediency or necessity shows it to be required.

To the telegraph offices opened in the neighbourhood of our publishing office, already announced, may now be added—Holborn branch (Gray's-inn Chambers), Red Lion-street, Somerset House, Haxell's Hotel, and Adelaide-street, Strand. It will be observed that the new telegram form obviates the necessity of counting the words, as a space is left for each, and a marginal note shows where the limit of the shilling telegram of twenty words has been reached, as well as the limit of each extra threepence.

Mrs. Myra Bradwell, wife of Judge Bradwell, and editress of the *Chicago Legal News*, recently petitioned to be made a notary public for the city of Chicago. Governor Palmer, to whom the petition was addressed, expressed no opinion upon the eligibility of women to office, but declined to appoint Mrs. Bradwell, on the ground that, whereas the law required each notary on appointment to enter into a bond for 500 dols., conditioned for good conduct, upon which any person injured by breach of the condition might sue the notary, none of the recent married womens' property statutes conferred on wives the power of making binding executory contracts, or made them liable on any contract not referring to their separate property.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HAYCOCK—On Feb. 1, at Little Heath, Old Charlton, Kent, Mrs. W. Hine Haycock, of a son.

HUGGINS—On Dec. 30, at British Guiana, W.I., the wife of Hastings C. Huggins, Esq., LL.D., Barrister-at-Law, of a daughter.

HULL—On Jan. 31, at 92, Lansdowne-road, Kensington-park, the wife of Henry Charles Hull, Barrister-at-Law, of a daughter, stillborn.

INCE—On Jan. 31, at 2, Newton-villas, Finchley New-road, St. John's-wood, the wife of Henry Bret Ince, Esq., Barrister-at-Law, of a daughter.

TAYLOR—On Feb. 1, at Blackheath, the wife of Mr. G. W. Taylor, Solicitor, of a daughter.

MARRIAGES.

BIRD—MYBURGH—On Feb. 1, at St Peter's, Kensington, Robert Wilberforce Merttins Bird, of the Middle Temple, Barrister-at-Law, to Katharine Sophia, eldest daughter of the late Francis Myburgh Esq., of the Civil Service, Cape of Good Hope.

BISCHOFF—POLLOCK—On Feb. 2, at St. Mary's, Putney, Thomas William Bischoff, youngest son of Chas. Bischoff, Esq., of Woodcote Lodge, Wimbledon-park, to Fanny, eldest daughter of Charles E. Pollock, Esq., Q.C.

WOOD—FAWCETT—On Feb. 1, at Holy Trinity Church, Micklegate, York, George Wood, jun., of Rochford, Essex, Solicitor, to Mary Ann, eldest daughter of the late Rev. James Grisdale Fawcett.

DEATHS.

BUTLER—On Jan. 25, Edward Robert Butler, Esq., of Cromwell-hall, Finchley, and Medina-villas, Brighton; also of Furnival's inn, Holborn.

COLLINS—On Jan. 28, at 62, Guilford-st, London, Mr. Frank Collins, Solicitor, in his 29th year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Jan. 28, 1870.

LIMITED IN CHANCERY.

Glyn Neath Steam Coal and Iron Company (Limited).—Petition for winding up, presented Jan 25, directed to be heard before the Master of the Rolls on Feb 12. Lewis & Co, Old Jewry, solicitors for the petitioner.

London and Leeds Water Repellent and Cloth Finishing Company (Limited).—Petition for winding up, presented Jan 24, directed to be heard before the Master of the Rolls on Saturday, Feb 12. Few & Co, Henrietta-st, Covent-garden, solicitors for the petitioner.

Plymouth Patent Sugar Refining Company (Limited).—Vice-Chancellor Malins has fixed Feb 8, at 12, for the appointment of an official liquidator.

Portugese Contract Company (Limited).—Vice-Chancellor Malins has by an order dated Jan 21, ordered that the above company be wound up. Mackenzie & Co, Crown-ct, Old Broad-st, solicitors for the petitioners.

Sankey Brook Coal Company (Limited).—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to Isaiah Booth, Richard Hurst, and William Brook, Liverpool. Friday, March 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Wheal Polmear Mine.—Petition for winding up, presented Jan 24 directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Saturday, Feb 12, at 11. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 10, and notice thereof must at the same time be given to the petitioners, their solicitors or agents. Cock, Truro, solicitor for the petitioners; Hooke & Street, Lincoln's inn-fields, Agents.

TUESDAY, Feb. 1, 1870.

UNLIMITED IN CHANCERY.

Bank of London and National Provincial Insurance Association.—Vice-Chancellor James has, by an order dated Jan 22, ordered that the above Company be wound up. Ashurst & Co, Old Jewry, solicitor for the petitioner.

LIMITED IN CHANCERY.

Estate Company (Limited and Reduced).—Petition for reducing the capital from £500,000 to £250,000 is directed to be heard before Vice-Chancellor Stuart, on Feb 8. Walters & Gush, Finsbury-circus, solicitors for the company.

Gadly's Uchaf Iron and Tin Plate Company (Limited).—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to William Davis, Gadlys, Glamorganshire, and John Wm Jones, Newport, Monmouthshire. Friday, March 18, at 12, is appointed for hearing and adjudicating upon the debts and claims.

London and Manchester Assurance Company (Limited) —The Master of the Rolls has, by an order dated Jan 22, ordered that the above Company be wound up; and that the petitioners, John Wilson Robinson and Edwin Robinson, have the carriage of this order. Wynne, Chancery-lane, solicitor for the petitioners.

North Kent Railway Extension Railway Company.—Vice-Chancellor James has fixed Feb 14, at his chambers, for the appointment of an official liquidator.

Paraguassue Steam Tramroad Company (Limited).—Vice-Chancellor James has, by an order dated Feb 22, ordered that the above Company be wound up. Wansey & Bowen, Moorgate-st, solicitors for the petitioner.

Perdu Carta Lead Mining Company (Limited).—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to William Hopkins Holyland, 13, Gresham-st. Friday, March 18, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Robinson & Preston's Brewery Company, Liverpool, (Limited.—Vice-Chancellor Malins, has, by an order dated Jan 21, ordered that the above Company be wound up. Burton & Co, Chancery-lane, solicitors for the petitioner.

Creditors under Estates in Chancery.

FRIDAY, Jan. 28, 1870.

Last Day of Proof.

Bushby, Richd Geo, Lpool. Feb 24. Kavanah v Willink, V.C. James. Bushby, Lpool.

Candy, Chas Percy Frank. April 25. Waterfield v Rate, V.C. Stuart. Clements, Threadneedle-st.

De Stackpoole, Count Hubert Cecil Zouch, Naval and Military Club, Piccadilly. March 7. De Stackpoole v De Stackpoole, V.C. Malins. Street, Lincoln's-inn-fields.

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Dugdale, Hy, White Knight's-pk, Reading, Berks. Feb 22. Dugdale v Dugdale, V.C. Malins. Eastwood & Co, Burnley.
Earle, Harry, Old Fish-st, Surgical Instrument Maker. Feb 25 Stevens v Wormull, V.C. Malins. Matthews, Essex-st, Strand.
Gandell, Geo, Palace-garden-villas, Kensington, Stock Dealer. Feb 5. Re Gandell, V.C. Malins. Watkins, Abingdon-st
Irish Manufacturing Company. April 7. Nicholson v Warren, M.R.
Mather, Robt, Penketh, Lancashire, Brewer. Feb 26. Davies v Mather, V.C. Malins. Wart, Prescot.
Smith, Richd Carter, Maddox-st, New Bond st, Hair Dresser. Feb 19. Dyte v. Rumford, M.R. Dyte, Kings Bench-walk, Temple.
Waldy, Rev Richd, Turner's Puddle, Dorsetshire. Feb 26. Bradshaw v Waldy, M.R. Hollingsworth & Co, East India-avenue.
Williams, Walter Benjamin, Newman's-ct, Cornhill, Merchant. March 7. Gates v Williams, V.C. Stuart. Smith & Son, Furnival's-inn.

TUESDAY, Feb. 1, 1870.

Bestwick, Jeremiah, Taghill, Derbyshire, Grocer. Feb 9. Bestwick v Welstenholme, V.C. Malins. Thorpe, Nottingham.
Dietrich, Fredk August, Boziers-ct, Tottenham-ct-rd, Hatter. March 1. Gray v Dietrich, V.C. Stuart. Miranis, New-inn, Strand.
Hart, Janet, South Audley-st, Grosvenor-sq. March 7. Hart v Thomson, V.C. Stuart. Slack, Mount-st, Grosvenor-sq.
Holcombe, Anne, Cheltenham, Gloucestershire, Widow. Feb 22. Tuesley v Jones, V.C. James. Jones & Co, Tooley-st, Southwark.
Maydew, John, Sydenham, Kent, Wesleyan Minister. Feb 26. Maydew v Maydew, V. C. Malins. Swann, Chancery-lane.
Mayston, Wm, Redgrave, Suffolk, Gent. Feb 28. Mayston v Longcroft, V.C. James Field, Suffolk-lane, Cannon-st.
Mellor, John, Lpool, Coal Merchant. March 3. Broadhurst v Mellor, V.C. Stuart. Francis, Lpool.
Sittingbourne and Sheerness Railway Company. Feb 25. Skinner v Sittingbourne and Sheerness Railway, M.R.
Taft, Wm, Southam, Warwickshire, Farmer. Feb 21. Taft v Thomason, V.C. James. Welchman, Southam.
Waller, Sarah, Bromley, Kent, Spinster. Feb 28. Lambert v Budd, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 28, 1870.

Armitage, John, Crosland Moor Bottom, Yorks, Stonemason. March 1. Learoyd & Learoyd, Huddersfield.
Batt, Richd, jun, Lower Seymour-st, Gent. June 30. Carr, St Mildred's-ct.
Bentley, Joseph, Leek, Stafford, Silk Manufacturer. March 1. Hacker & Allen, Leek.
Birch, Joseph, Manch, Licensed Victualler. March 24. Woodall, Manch.
Clent, Eliz, Farley-villas, Pembury-rd, Lower Clapton, Widow. March 10. Thomas & Hollams, Mincing-lane.
Conrey, Sir Edward, Arborfield, Berks, Baronet. March 25. Bridges & Co, Red Lion-sq.
Douglas, Anne Maria, Leicester, Widow. March 14. Stone & Co, Leicester.
English, John, Hameringham, Lincoln, Farmer. March 25. Clitherow, Horncastle.
Foster, Michael, Little Shelford, Cambs, Esq. March 1. Eaden & Co, Cambridge.
Frost, Edward, West Wratting, Cambs, Esq. April 1. Eaden & Co, Cambridge.
Gurdon, John, Assington Hall, Suffolk, Esq. Feb 14. Tanqueray & Co, New Broad-st.
Hearne, Dora Henrietta, Melcombe-pl, Dorset sq, Widow. Feb 28. Parson & Lee, Abchurch House, Sherborne-lane.
Hepworth, Rev Wm, Botesdale, Suffolk. Feb 28. King & Son, Walsham-le-Willows.
Hoyland, Fredk, sen, Sheffield, Publican. March 1. Johnson & Weatherall, Temple.
Hughes, Jas, Folkestone, Kent, Shoemaker. Feb 21. Fox, Dover.
Ibbotson, Geo Washington, Chiltern, New South Wales, Merchant. Feb 15. Ibbotson, Sheffield.
Lawson, Clementina, Hereford rd, Bayswater, Widow. March 1. Upton & Co, Austin-friars.
Lisle, Right Hon Geo, Lord, Mountnorth, Ireland. Feb 28. Sanders & Co, Exeter.
Parker, Michael, Map End Farm, Bucks, Farmer. March 1. Clarke, High Wycombe.
Pratchett, Jane, Ash-ct, Salop, Spinster. March 12. Warren & Onions, Market Drayton.
Ricardo, Lady Catherine, Chester-sq, Widow. March 1. Wilde & Co, College-hill.
Roach, Geo, Plymouth, Devon, Builder. April 5. Elworthy & Co, Plymouth.
Rowling, Nathan Spring, Norwich, Manufacturer. March 25. Fox, Norwich.
Shepherd, John, Poole, Dorset. Feb 28. Dickinson, Poole.
Springett, Richd, St Leonard's Sussex, Esq. March 14. Sladen, King's-arms-yard.
Taylor, John, Knapton, Yorks, Farmer. March 8. Young, York.
Teasdale, John, Farlam, Cumberland, Yeoman. March 1. Carrick & Co, Brampton.
Whishaw, Chas John, Weybridge, Surrey, Solicitor. Feb 28. Wood & Co, Raymond-bldgs, Gray's-inn.
Whitaker, Eliza, Leeds, Widow. April 2. Markland & Davy, Leeds.
Williams, Wm, Catch Halkin, Flint, Miner. March 15. Jones, Flint.

TUESDAY, Jan. 25, 1870.

Armitage, John Leathley, Cheltenham, Gloucester, Esq. April 1. Freshfields, Bank-bldgs.
Ashley, Danl, Frodsham, Cheshire, Gent. March 19. Ward, Prescot.
Barker, Joseph, Crosshills, Yorks, Stationer. March 12. Robinson, Shipton.
Brown, Geo, Chard, Somerset, Builder. March 25. Dommett & Canning, Chard
Clark, Isaac Hinton, Old Kent-rd, Gent. March 12. March 12. Birt jun, Borough-rd, Southwark.
Corsan, Thos Robt, Belgrave-st, Stepney, Watchmaker. March 15 Solomon, Finsbury-pl.
Edwards, Chas Gale, Hungerford, Berks, Gent. Feb 11. Clarke, High Wycombe.
Ellam, Oxley, Lpool, Licensed Victualler. March 1. Whitley & Maddock, Lpool.
Herbert, Jeremiah, Leicester, Bricklayer. March 31. Miles & Co, Leicester.
Ingram, Thos, Brighton, Sussex, Gent. March 28. Hudson, Fenchurch-bldgs.
Jones, Mary, Camberwell New-rd, Spinster. Feb 28. Drake & Son, Cloak-lane.
Lea, Thos Simcox, Astley Hall, Worcester, Esq. April 2. Bray & Co, Gt Russell-st, Bloomsbury.
Molyneux, Thos Crichlow, Bowness, Wildermere, Westmoreland, Esq March 24. Wright & Co, Lpool.
Pulsford, Hy Woodruffe, Egham Hythe, Surrey, Innkeeper. March 7. Spiller, Egham.
Smith, John, Sudbury, Suffolk, Draper. March 1. Ransom, Sudbury.
Stuart, Susan Mary Emma, Doughty-st, Spinster. March 11. Booty & Butt, Raymond-bldgs, Gray's-inn.
Wade, Thos, Nunthorpe, nr York, Gent. March 1. Thompson, York
Watson, Mary, Shirley, Hants, Widow. March 25. Green & Moberly, Southampton.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 28, 1870.

Bingham, Edmund, & Robt Wallis Hope, Lombard-exchange, Lombard-st, Brokers. Dec 24. Comp. Reg Jan 27.
Carrick, Eliz, Mary Carrick, & Sarah Carrick, Newcastle-upon-Tyne, China Dealers. Dec 30. Comp. Reg Jan 27.
Catson, Chas Hy, Manch, Wholesale Confectioner. Dec 30. Comp. Reg Jan 27.
Crosby, Chas, Waddington, Lincolnshire, Farmer. Dec 27. Comp. Reg Jan 25.
Ellison, John Bradley, Barnsley, Yorks, Chemist. Dec 17. Asst. Reg Jan 24.
Griffiths, Wm, Blackmill, Glamorgan, Shoemaker. Dec 28. Comp. Reg Jan 25.
Haigh, Geo, Kingston-upon-Hull, Brush Manufacturer. Dec 30. Comp. Reg Jan 25.
Harris, Anthony Jasper, Lloyd's, Insurance Broker. Dec 30. Comp. Reg Jan 25.
Massey, Wm, Marske, Yorks, Builder. Dec 27. Comp. Reg Jan 24.
Mayle, Eliza, Twickenham, Middx, Grocer. Dec 28. Asst. Reg Jan 25.
Mellor, Ann, Ashton-under-Lyne, Lancashire, Brush Manufacturer. Dec 31. Comp. Reg Jan 27.
Merchant, John, Durham, Shoemaker. Dec 31. Comp. Reg Jan 27.
Stockdale, Thos Wm, Ashton-under-Lyne, Lancashire, Grocer. Dec 31. Comp. Reg Jan 27.
Worms, Hy, Stamford-st, Blackfriars-rd, Boot Manufacturer. Dec 31. Comp. Reg Jan 27.

TUESDAY, Feb. 1, 1870.

Greville, Peniston Grosvenor, Cornhill, Gent. Dec 31. Comp. Reg Jan 28.
Hall, Wm, South Eston, Yorks, Innkeeper. Dec 31. Comp. Reg Jan 28.
Hodge, Alfd, & Thos Rawson Farmer, Birm, Upholsterers. Dec 30. Asst. Reg Jan 28.
Hughes, Thos, & Wm Hughes, Lpool, Builders. Dec 31. Comp. Reg Jan 31.
Jarvis, Wm, Felsted, Essex, Grocer. Dec 31. Comp. Reg Jan 28.
Maxwell, Jas Beattie, Lpool. Dec 22. Comp. Reg Jan 29.
North, Brownlow, jun, Leadenhall-st, Wine Merchant. Dec 30. Asst. Reg Jan 31.
Paterson, Geo, Penton-pl, Newington-butts, Machinist. Dec 30. Comp. Reg Jan 26.
Pellowe, Edwd Tollewry, Belgrave-st, Euston-rd, Secretary. Dec 22. Comp. Reg Jan 14.
Shippey, Anne Eliz, Brook-st, Hanover-sq, Court Milliner. Dec 21. Comp. Reg Jan 28.
Tait, Andrew, Newcastle-upon-Tyne, Provision Dealer. Dec 31. Comp. Reg Jan 28.
Wilson, Jas, Manch, Calico Printer. Dec 30. Comp. Reg Jan 31.

Bankrupts.

FRIDAY, Jan. 28, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crabbe, Thos John, Holloway-rd, Corn Dealer. Pet Jan 24. Hazlitt. Feb 14 at 11.

To Surrender in the Country.

Barkes, John, Monkwearmouth, Durham, Ship Builder. Pet Jan 22. Ellis. Bishopwearmouth, Feb 8 at 11.
Davies, Danl Thos, Lpool, Linen Draper. Pet Jan 24, Hime. Lpool, Feb 8 at 2.
Surtees, Robt, Consett, Durham, Innkeeper. Pet Jan 24. Mortimer. Newcastle-upon-Tyne, Feb 10 at 11.
Toy, Hy, Birm, Brassfounder. Pet Jan. Guest. Birm, Feb 18 at 11.
Waterbury, Geo, & Robt Townes Nowell, Lpool, Sail Makers. Pet Jan 27. Hime. Lpool, Feb 9 at 2.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Goodlatte, David Richardson, Cannon-st Hotel, Director. Adj Nov 26. Feb 9 at 11. Rogerson & Ford, Chancery-lane.
Harris, Saml Eleazer, & Alex Harris, Titchbourne-st, Woollen Warehousemen. Pet Dec 28. Feb 14 at 11. Reed, Guildhall-chambers.

To Surrender in the Country.

Beattie, Edwd, jun, Manch, Comm Agent. Pet Dec 20. Fardell. Manch, Feb 8 at 11. Law, Manch.
Chapman, Fredk, Mildenhall, Suffolk, Beerhouse Keeper. Pet Dec 28. Read. Mildenhall, Feb 11 at 11. Bye, Soham.
Crook, Edwd, Prisoner for Debt, Lancaster. Adj Dec 16. Macrae. Manch, Feb 18 at 11.

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Houston, John, Runcorn, Cheshire, Pawnbroker's Assistant. Pet Dec 31. Nicholson. Runcorn, Feb 12 at 11. Day, Runcorn.
Howse, Richd, Prisoner for Debt, York. Adj Dec 18. Leeds, Feb 10 at 11.
Peacock, Thom. Frodsham, Cheshire, Wheelwright. Pet Dec 31. Nicholson. Runcorn, Feb 12 at 11. Wood, Runcorn.

TUESDAY, Feb. 1, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lawrence, Edmd Geo, Churton-st, Pimlico, Jeweller. Pet Jan 31. Hazlitt. Feb 16 at 11.

To Surrender in the Country.

Anthony, Wm, Aberdare, Glamorgan, Contractor. Pet Jan 27. Rees. Aberdare, Feb 12 at 11.
Ashwell, John Robt, Grantham, Lincoln, Licensed Victualler. Pet Jan 28. Patchitt. Nottingham, Feb 14 at 11.
Brand, Wm Farries, Lpool, Quarry Agent. Pet Jan 28. Hime. Lpool, Feb 15 at 2.
King, John, Hendam-vale, Collyhurst, nr Manch, Oil Refiner. Pet Jan 29. Kay. Manch, Feb 16 at 12.
Duddington, Priscilla, Peterborough, Northampton, Milliner. Pet Jan 22. Gaches. Peterborough, Feb 12 at 11.
Edwards, Edwin, Birm, Grocer. Pet Jan 26. Guest. Birm, Feb 18 at 12.
Henley, Fredk, Swindon, Stafford, Haulier. Pet Jan 27. Brown. Wolverhampton, Feb 16 at 12.
Kimber, Jas. Four Posts, Hants, Grocer. Pet Jan 28. Thorndike. Southampton, Feb 12 at 12.
Lenny, Eliz, Birm, Wire Worker. Pet Jan 26. Guest. Birm, Feb 18 at 12.
Loe, Hy John, Ryde, Isle of Wight, Builder. Pet Jan 26. Blake. Newport, Feb 14 at 1.
Neilson, Thos, Gateshead, Durham, Auctioneer. Pet Jan 28. Mortimer. Newcastle-upon-Tyne, Feb 15 at 11.
Smith, Wm Horatio, Kendam-vale, Collyhurst, nr Manch, Oil Refiner. Pet Jan 29. Kay. Manch, Feb 16 at 12.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Bottomley, Jas, Prisoner for Debt, York. Adj Dec 18. Leeds, Feb 17 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 28, 1870.

Boustead, Geo, Carlisle, Draper. Jan 21.

TUESDAY, Feb. 1, 1870.

Wright, Mary Ann, Hayfield-cottage, Rosebank-rd, Coborn New-rd, Sign Painter. Jan 31.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

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Amount required £

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Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

ALBERT LIFE ASSURANCE COMPANY.

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Copies of the plan can be had at 34, Nicholas-lane, Lombard-street, E.C., at which address the committee will arrange for a member of their body to attend daily from 3 to 5 o'clock. All communications to be addressed to the Chairman of the Committee, at 34, Nicholas-lane, Lombard-street, London.

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The Solicitors' Journal.

LONDON, FEBRUARY, 12, 1870.

THE QUESTION OF THE ELECTION of O'Donovan Rossa gave rise on Thursday evening to an animated and interesting debate. As we had anticipated (see Sol. Journ. Dec. 4, 1869), the difference between a *convicted* and an *attainted* felon was, after considerable discussion, and in spite of a most able and ingenious speech from Mr. Henry Matthews, held to be immaterial so far, at any rate, as regarded Rossa's capacity to be elected a member of the Legislature. But although the view taken by the great majority of the House is, no doubt, substantially correct, we venture to think that it might have been based upon a surer foundation than that on which the Solicitor-General was content to rest it. He appears to us to have strained the law when he asserted, as he did in substance, that the incidents of felony all flow from the commission of and conviction for the crime itself. Such a proposition is certainly opposed to the older authorities on the subject, which make a broad and intelligible distinction between criminals who are only convicted and sentenced to secondary punishments, and those who are also attainted (*i.e.*, corrupted in blood), by reason of judgment of death being recorded against them. (See *R.* v. *Bridger*, 1 M. & W. 145). In other words the common law in defining the legal position of a criminal looked not only at the quality of the crime committed, but at the quantum of punishment awarded.

The true justification for the course which the House has taken appears to us to be that, according to the decided cases, a felon, whether judgment of death has or has not been recorded against him, is incapable of exercising the rights or of performing the duties of a citizen, *whilst he is undergoing his punishment*. That this is the law seems settled by the two cases to which we referred our readers in a previous number (December 4, 1869), but of which it may now be worth while to give a somewhat fuller account; we mean *R.* v. *Burridge*, 3 P. Wms. 439, and *Roberts* v. *Walker*, 1 Russell & Mylne 752. The former case was heard before Lord Hardwicke, when Chief Justice, and Justices Page, Probyn, and Lee, and the Court unanimously decided that "one convicted of felony *within* benefit of clergy [*i.e.*, one against whom judgment of death was not recorded, and who was, therefore, not attaint] and sentenced to be transported for seven years, continues a 'felon' till actual transportation and service pursuant to the sentence; and if a stranger assist such felon-convict to escape, he is an accessory after the fact." According to this authority, therefore, a felon *convict*, though not attaint, is a "felon" to all intents and purposes, during the period of his sentence, and as such cannot be "harboured, or in any way assisted or comforted" by another. He is not absolutely *civiliter mortuus*, but he is for the time beyond the pale of citizenship.

The second case (*Roberts* v. *Walker*) was heard in 1830, before the Master of the Rolls, who decided that "personal property not at the time of his conviction belonging to a felon convicted of simple larceny, and sentenced [not to death but] to transportation, but accruing to him afterwards *before his term of transportation has expired*, is forfeited to the Crown." The reason of this decision is plain. The judge thought, and no doubt rightly, that a felon, even though not attainted, could not become the owner of or make a title to property whilst actually paying the penalty of his crime.

The result is that a convicted but unattainted felon has all his rights and privileges *suspended* until he has either worked out his sentence or received a royal pardon; and for this reason, we think the House of Commons were acting strictly within the limits of law in declaring Rossa "incapable of being elected" member for Tipperary.

OUR READERS will be interested in an adjudication made this month by the Inland Revenue Commissioners upon a deed which was submitted to them in consequence of the late decision in *Boulton's case*.* The indenture was dated in 1866 and conveyed a plot of land to a purchaser in fee. It contained a covenant in which the purchaser covenanted with the vendor that before the 29th of September, 1866, he would, at his own expense, make an area twelve feet wide before the entire south front of the plot, and enclose such area on the south side with or without a dwarf wall with palisades, and would also before that time enclose the west part of the plot with a fence. And that in case the purchaser should build any dwelling-house upon the plot he would build the front of it to a line distant twelve feet from a certain road which fronted the ground, and would not build, or allow to be built, any building whatever except as aforesaid, upon the plot, within the distance of forty feet of the road, and would pay to the vendor a certain proportion of the costs of repairing the road and of the expense of making an intended passage on the north of the plot and of repairing such passage when made, and that if the purchaser should convey the plot to any other person the conveyance should contain a covenant by such person to observe the foregoing. The deed had been stamped with a fifteen shilling *ad valorem* stamp, and was now marked by the Commissioners as "duly stamped," without any further duty being necessary.

It would appear, therefore, that the Commissioners were of opinion that the covenant in this case was not a "further or other valuable consideration" within the meaning of 17 & 18 Vict. 83, s. 16. Certainly the distinction between this covenant and that in *Boulton's case*, appears rather fine, but the reader will hardly be inclined to quarrel with it on that account.

We have received from the Manchester Law Association a copy of a memorial recently forwarded to the Chancellor of the Exchequer by that society. The memorial, which is very well drawn, states forcibly the evils of the *bouleversement* effected by the decision in *Boulton's case*, continuing:—

"It has been hitherto universally considered in the legal profession that leases were not liable to any extra duty in consequence of their containing covenants to build, to repair, to insure, or the like; and until very recently the Commissioners of Inland Revenue did not claim any such extra duty.

"Your memorialists therefore hope that, following the plan which has been before adopted when a course universally prevalent, and especially when sanctioned by the practice of the Inland Revenue authorities, has been proved to be erroneous, her Majesty's Government will be pleased to recommend Parliament to pass a bill for the purpose of declaring all leases hitherto made to be sufficiently stamped, although they may not be stamped with the extra duty to which they are now held liable."

And the memorial submits "that whatever is incident to and a usual and substantial part of a transaction, and so generally received, should be considered as and covered by the *ad valorem* stamp."

We are glad to see that the case has been so well laid before the Chancellor of the Exchequer; and we are also extremely pleased to notice that the memorialists have

* Reported in to-day's issue of the *Weekly Reporter*.

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added a forcible representation of the necessity for the consolidation of the Stamp Laws.

The memorial proceeds:—

"Your memorialists further venture to submit that the present state of the stamp laws generally is a discredit to legislation. Nine Acts, having stamps for their principal subject (besides others in which provisions relating to stamps have been thrust in amongst incongruous subjects), have been passed during the last twenty years. Yet these are but a fraction of the enactments on the subject now in force. In the appendix to the Treatise on Stamps by the late Mr. Tilsley, the solicitor to the Commissioners of the Inland Revenue (itself more than 1,000 pages in length), no less than 253 statutes, bearing on the subject are enumerated.

"Your memorialists therefore submit that a bill to revise and consolidate the stamp laws, with a general repeal of all previous enactments on the subject, is imperatively called for.

"Your memorialists further submit that such a measure will be incomplete unless it contain a provision declaring all instruments stamped previously to its becoming law, to be sufficiently stamped, so as to prevent the necessity of any future reference to the chaotic accumulation of enactments now in force."

Concluding with the prayer—

"That her Majesty's Government will be pleased to introduce into Parliament, without loss of time, a measure for confirming the stamps on existing leases, and enacting that future leases shall not be subject to the additional duty above mentioned.

"And afterwards, at as early a period as is consistent with its due preparation, a bill for the general consolidation of the stamp laws."

We heartily agree in this prayer for a consolidation of "the chaotic accumulation" now in force. The stamp laws are a gross instance of a series of enactments amending and re-amending each other till the result, if not "ripe," is certainly "rotten" for reference purposes. In the event of a consolidating Act being passed, the prayer for a declaration invalidating *all* instruments previously stamped would scarcely, we think, be granted precisely as prayed.

THE RECENT DECISIONS of Sir Robert Phillimore in the cases of Mr. Wix and Mr. Purchas contain several important additions to what we may call the "ceremonial code" of the English Church. Our readers will remember that in Mr. Mackonochie's case it was ruled by the Privy Council that two lighted candles *on* the communion table were unlawful during the Communion Service, when not necessary for the purpose of giving light; and, by the Arches Court, that to bring in incense at the commencement, and to take it out at the end of the Communion Service, was also unlawful. It has now been held that two lighted candles, *not on*, but *near* the communion table, are illegal when used at a similar time for a purpose merely symbolical and not necessary. The use of lights under such circumstances is now declared to be an unauthorised *ceremony*; and, upon this view, the place where they are burnt, whether on or off the communion table, becomes wholly immaterial. In *Martin* v. *Mackonochie* the Privy Council had left it open whether these lighted candles were to be taken as under the category of ornaments or ceremonies, and were content to hold that under either aspect they were illegal, when *on* the communion table. Mr. Wix's counsel endeavoured to show that in reality the Privy Council had considered them as ornaments, and that, therefore, the situation in which they were set up was of vital importance, but the Arches Court by determining the *lighting* of them to be a *ceremonial* act not authorised by the Acts of Uniformity, deprived this argument of the force which it otherwise would have had. With regard to incense, the law has also been extended. For it is now decided that its use is unlawful at the commencement or close of the communion service, even although it is not used during the service itself, but is removed from the church before the actual words of the service are begun to be recited, and is not brought back again until after the benediction is pronounced.

These two points were raised by the charges both against Mr. Wix and Mr. Purchas, and as to the former clergyman they were the only causes of complaint. But Mr. Purchas' mode of conducting his services had laid him open to a perfect cloud of accusations; some of them important, but many almost ridiculous from their childishness and triviality. We shall only refer to the principal question, now for the first time discussed, as to whether or not the "vestments" used in the Church of England by authority of Parliament in the 2nd year of Edward VI. are still legal. The point was only argued on behalf of the promoter before the Dean of Arches, but the judgment of the Court contains a full and doubtless a correct statement of the arguments on which the defendant's party in the Church rely, and which the promoter's counsel, the judge considered, had failed to meet. The whole point in dispute is what is the proper construction to be placed on the prefatory note as to "ornaments" in the Prayer-book. *Primâ facie* there would seem little room for doubt. The words are these: "And here it is to be noted that such ornaments of the church and the ministers thereof at all times of their ministrations shall be retained and be in use as were in this Church of England by authority of Parliament in the 2nd year of the reign of King Edward VI." If "*loquendum est ut vulgus*" is the true principle for the interpretation of statutory enactments, the strong expressions of the recent judgment would seem to need no justification: "I really do not believe that any person of plain common sense and ordinary intelligence who reads this language, uninfluenced by considerations arising from supposed consequences, would hesitate as to the interpretation of it."

But then it is said by the promoter that the word "retained" is the governing and critical word in the "note;" and that, unless it can be shown that the ornaments of the minister which were in the Church in the second year of Edward VI., were *legally* "retained," or, at least, capable of retention, up to the year 1662, the date of the present Prayer-book, they are not legalised by the language of the note. This argument is based upon the 5th section of Elizabeth's Act of Uniformity (1 Eliz. c. 2), which enacts that "such ornaments of the Church and of the ministers thereof shall be retained and be in use as was in this Church of England by authority of Parliament in the second year of King Edward VI., until other order shall be taken by the authority of the Queen's Majesty, with the advice of her Commissioners appointed and authorised under the authority of the Great Seal of England for causes ecclesiastical, or of the Metropolitan of this realm." According to the promoter such "other order" *was* in fact taken by certain advertisements put forth in 1564—5, prescribing the *surplice* as the proper ornament for the minister instead of the "vestments" used in the second year of Edward VI. But the Dean of the Arches came to the conclusion first, that these advertisements never had any binding legal authority, and therefore that they left the law unaffected; or, secondly, supposing them to have been duly and properly published, that, inasmuch as they contained no prohibitory words, they left the law as it was before. Their real object seemed, he said, to be to provide for a *minimum* of decency, not to check those who were disposed to approach the *maximum*.

Setting aside these advertisements, therefore, and being further of opinion that neither by injunction nor canon any "other order" had been legally made, the judge's conclusion inevitably followed that the "note" in our present Prayer-book must be read in law as one would read it by the ordinary rules of popular construction. Accordingly, it is now authoritatively declared that the ancient vestments, prescribed by the first Prayer-book of Edward VI., may, and, indeed, it would seem, must be

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worn by our clergy. It should be added that this judgment seems to be in accordance with the opinion on the meaning of the prefatory note expressed by the Privy Council in *Liddell* v. *Westerton* (Moore, p. 159).

We need scarcely say that the indefatigable Church Association, who supply the "sinews of war" for the most of the prosecutions of clergymen which have of late been so unhappily frequent, do not mean to accept the adverse decision of Sir R. Phillimore upon this vexed question without appeal. The Privy Council will, therefore, be shortly called on to review the interpretation of the "note" they adopted in *Liddell* v. *Westerton*; but we shall be surprised to find that they see any reason to alter their previous decision.

ANOTHER PLAN is proposed for cutting short the expense and delay of the Albert Life Assurance Company's liquidation. A provisional committee of policy-holders, annuitants, and shareholders, among whom we observe the names of Mr. Webster, Q.C., Mr. Horatio Lloyd, Sir John Bowring, and other persons of position, has put forth in a prospectus a proposal for reconstruction of the Albert Office, as the best and only means of avoiding a tedious and expensive liquidation, equally disastrous to the assured and to shareholders. The prospectus computes the liabilities at £444,000. It then states that "the unpaid capital of the Albert Office, which is primarily liable for the deficiency stated, and which must necessarily be called up, amounts to £321,989; and it is estimated by the liquidators that, allowing for those shareholders who are without means of meeting their liabilities, there will be realised from this source not less than £150,000." This leaves a balance of £294,000, and it is proposed that £34,000 of this should be contributed by the solvent Albert shareholders, in excess of their liabilities, and that the remaining £260,000 should be found by the "amalgamated" companies, *whose "actuarial liability" is put at £547,000. By this scheme it is anticipated that non-profit policyholders can be paid 87½ per cent. in cash, profit policyholders 90 per cent. (but all policies under six years standing from 1st January, 1870, to be paid in full), and annuitants 90 per cent. of their instalments, the remaining per centage to be deferred, as a guarantee margin, but liquidated from time to time by instalments.

Taking the gross amount of the claims of the assured upon the Albert and its amalgamated offices, it seems impossible that any better terms could be made for them; whether or not these terms are possible may remain to be seen. The great difficulty of effecting any such re-constructive arrangement must arise from the diversity of interests involved and the fact that as yet very little has been done towards marshalling the various claims upon the various companies implicated. Of course no scheme which imposes an extra liability upon shareholders can be binding except by consent; the decision in *Clinch* v. *Financial Corporation* (17 W. R. 84) is hardly necessary to establish that proposition: at present the difficulties in the way of getting enough consents appear to us insuperable. Until the claims have been marshalled into something like a definite distribution no arrangement can be anything more than a blind lottery. The prospectus assumes that the Albert assets are primarily liable, but where the assured prefers, as General Potts preferred, to attack the original assurers, the Albert liability will be proportionately reduced.

By the "actual liability" of the amalgamated offices we understand the gross liability on policies or annuities granted originally by them; but what proportion of that liability could legally be thrust upon those societies, and what proportion of those assured can claim only on the Albert has not yet been approximately settled. The settlement depends upon the old question of intention and acquiescence, to which we have alluded before; that must be a question of fact in each case, but the cases will probably, in effect, be separable into family groups, each governed by the same result. There has been no decision as yet upon a policyholder's case. We ourselves have advanced the opinion that the acts of policyholders have in most cases amounted to what should be deemed recognition of the substituted liability of the Albert. Vice-Chancellor Malins, it seems, is of our opinion, but the remarks of Lord Hatherley in the annuity case led us to imagine that, were a policy case to be presented to the Lord Chancellor, his Lordship's view would be opposed to ours. For ourselves, with deference, we adhere to our old opinion. But whatever should be the principle laid down by the Court, the result would probably furnish data sufficient to marshall the liabilities approximately, though roughly. Possibly, the result would be such an apportionment that no arrangement would be possible; that might be the case if the apportionment were very unequal. We should certainly desire to see any arrangement carried out which would cut short the expense of the ordinary liquidation; and even a speculative compromise made by parties in the dark as to their respective liabilities, would be preferable to a protracted and litigious liquidation, swallowing up the assets in costs. It is, at any rate, well that we should point out that an arrangement at present would be speculative.

* But for some reason not stated, mutual offices, such for instance as the *Kent Mutual*, are not included in this computation, though the liabilities on their account must form a solid item.

AT THE GUILDHALL on Tuesday Samuel Charles Boulter, aged seventeen, living at 17, Clifton-street, was charged before Alderman Gibbons with counselling a pressman, in the service of Messrs. Eyre & Spottiswoode, printers, to commit a felony, by inciting him to steal an examination paper belonging to the Incorporated Law Society. It appeared that the prisoner was an intending candidate for the preliminary examination held this week at the Law Institute. He stated (we copy the *Times* report) that he had been ill-advised, and he hoped he would be dealt with leniently. Alderman Gibbons said the prisoner had very improperly tried to get information before the time when it would be given to him. Looking at his age, and the serious consequences that imprisonment would be to him, he would not send him to prison, but bind him over, in his own recognizances in £20 to appear if called upon.

The storekeeper of the printers said it was not their wish that the prisoner should be severely dealt with, but they were compelled to take these steps against him because their workpeople were so frequently tempted by candidates to get proofs of the questions for examination. Messrs. Eyre & Spottiswoode deserve credit for bringing this offender forward. The chance of a candidate slipping through an examination which he was really incompetent to pass is as nothing compared with that of a person being admitted to the responsibility and status of a solicitor, who could be guilty of so dishonourable an act as to attempt surreptitiously to anticipate examination questions. Is it possible that the storekeeper of Messrs. Eyre & Spottiswoode was correct in stating that such dishonourable attempts are *frequently* made?

THE SOUTHWARK RETURNING OFFICER and Mr. Odger's expenses are just now in everybody's mouth. Is not the matter merely this? The returning officer has no legal claim on candidates for the expenses of erecting hustings, engaging poll-clerks, and so forth, until they have been duly put in nomination; but as the poll day follows closely on that of nomination, the expense of taking the poll would be enormously increased if the arrangements were not put in hand till after the nomination, and so had to be hurried through at express speed. Therefore, in practice, the returning officer usually commences them beforehand, receiving an indemnity from the candidate. If such an indemnity were

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refused, the returning officer would, we apprehend, be justified in postponing his preparations till after the nomination, and charging the candidate with the increased cost, and, *quoad* the refusing candidate, could not be compelled to take any steps involving himself in any liability. Whether or not the amount tendered by Mr. Odger was sufficient, is a question upon which we can offer no opinion.

RATING AND POOR LAW CASES OF 1869.

No. I.

The rating cases of the last year are perhaps of rather less interest than usual. However, fresh legislation on the subject is in prospect, based, we suppose, on the returns moved for last year; and we trust that the statement in her Majesty's speech, that "Bills have been prepared for extending the incidence of rating, and for placing the collection of the large sums locally raised for various purposes on a simple and uniform footing," may foreshadow a comprehensive and satisfactory measure. At all events, the subject of rating is a matter of interest at present, and we shall therefore follow our usual custom, and lay before our readers a review of the rating cases of the past year.

In *Reg.* v. *The Rhymney Railway Company* (17 W. R. 530, L. R. 4 Q. B. 276) the real question, when extricated from detail, was the simple one whether the railway company were to be rated at the full rateable value of certain wharves in their occupation, or only to the extent of their beneficial interest therein, after deducting for wharfage dues on goods shipped and unshipped at the wharves, which dues the landlords, who were the Marquis of Bute's trustees, had reserved to themselves. No doubt some rather unsatisfactory cases were found to bolster up the argument for the railway company; but when the true principle of rating, so often pointed out by us, is borne in mind—viz., that you are to consider, not what the property is worth to the actual occupier, but what the hypothetical tenant from year to year would give for it as it is, there can, we think, be little doubt how the question in this case should be answered. The principle adverted to was clearly laid down in *Jones* v. *The Mersey Docks* (13 W. R. 1069, 11 H. L. C. 443), and was acted on in *Reg.* v. *Shelford* (15 W. R. 1035), which we discussed *ante* vol. xii. p. 378. There it was held, overruling Lord Campbell's decision in *The Hackney case* (*R.* v. *Goodchild*, 27 L. J. M. C. 233), that in assessing the tithe rentcharge to the poor rate the incumbent of three parishes united in one benefice was not entitled to have his curate's stipends deducted, because the question was, not what the rent-charge was worth to him, but what it would be worth to the hypothetical tenant. It is clear that if the wharf dues had been included in the demise to the railway company, they would have been rateable for the whole; and it is also clear that the Marquis of Bute's trustees, who were only occupiers of the docks and not of the wharves from the use of which the dues arose, could not be rated for wharf dues reserved by them; it therefore follows that, unless the occupiers of the wharves were rated for them, no one could be, and the parish would lose *pro tanto*. Thus convenience as well as principle points to the conclusion at which the Queen's Bench arrived—viz., that the occupiers must be rated at the full value. The cases chiefly relied on by the railway company were cases in which the question was whether the worth of the right to take game should be deducted from the value of the occupation of land. Thus, in *Reg.* v. *Thurlstone* (7 W. R. 192) it was held that a tenant could only be rated on the diminished value where the right to the game had been previously granted away by the landlord; but this decision has been questioned before, and in the present case the Court calls it of somewhat doubtful authority; and, besides, where the right to the game is thus severed from the land, it becomes an incorporeal right in gross, and cannot be assessed at all (*Hilton* v. *Bewes*, 14 W. R. 368). In *Reg.* v. *The Battle Union* (15 W. R. 57), which we discussed *ante* vol. xii., p. 357, an owner and occupier was held rateable at the full value, although he let the right to the game to a third person; and that case, therefore, which is scarcely consistent with *Reg.* v. *Thurlstone*, goes on the same principle as the present. Another case relied on by the railway company was the *Mayor of Lincoln* v. *Holmes Common*, which we discussed *ante* vol. xii. p. 377. There the Corporation of Lincoln were held not to be rateable for the occupation of a common over which certain freemen had a profit *a prendre*; but that was because the right was so extensive as to render the occupation of the corporation absolutely valueless—which clearly distinguishes the case from the present.

In the next case, *Reg.* v. *The Metropolitan Board of Works* (17 W. R. 527, L. R. 4 Q. B. 15) the question was whether certain sewers and drainage works were rateable. The board made nothing by them, but, by their Act, had to maintain them by a rate; in fact, the respondents were driven to contend that the occupation of the sewers was valuable, "in the sense that they conveyed away the sewage of the houses that drained into them." Clearly these sewers are not, as Lush, J., put it, "at present," the subject of beneficial occupation, any more than was the common in the *Mayor of Lincoln* v. *Holmes Common* (*supra*). There is a reservation implied in the "at present" of Mr. Justice Lush; was his Lordship sanguinely anticipating a time when the London sewage will be sold at a profit? We trust he was, and then, we apprehend, the sewers would become rateable, just as we pointed out in the *Lincoln case* (vol. xii. 378) that if the freemen so decreased in number that their cattle could not eat all the herbage of the common, the occupation of it by the corporation would become beneficial and rateable. With regard to the drainage works, consisting of engine-houses, buildings, &c., the Court held that they were rateable, because they had an occupation value. The board must have rented them if they had not owned them, and, no doubt, could let them, if allowed so to do. It was said that the pumping apparatus was a mere accessory to the sewers, and that, therefore, if the sewers were not rateable, neither could the pumps be; and *R.* v. *Bilston* (5 B. & C. 851) was cited for this position; but, as we showed (*ante* vol. xiii., p. 393) the engine which wes there held not rateable, because merely used to work an ironstone mine—a species of mine not within the Statute of Elizabeth—was erected in the mine itself; whereas, here the pumps were erected on land apart from the sewers. So a tramway, at the bottom of a mine not falling within the Statute of Elizabeth, as not being a coal mine, would not be rateable, but if it led from the mine over other land it would be: *R.* v. *Bell*, 7 T. R. 598.

The two next cases on our list are *Grant* v. *The Local Board of Oxford* (17 W. R. 76, L. R. 4 Q. B. 9), and *R.* v. *Llantrissant* (17 W. R. Q. B. 671, L. R. 4 Q. B. 354). The former we fully discussed *ante* vol. xiii., 394, and the latter simply re-affirms what was held in *The Great Eastern Railway Company* v. *Haughley* (14 W. R. 779, L. R. 1 Q. B. 666), viz., that a railway company occupying a branch line cannot be rated for it at an increased value, in consideration of its acting as a feeder to their main line.

The remaining case on rating proper is *Edwards* v. *The Overseers of Rusholme* (17 W. R. 821, L. R. 4 Q. B. 554). It was long ago found that occupiers of the poorer sort would decamp with their goods, leaving their rates (and probably their rents, too) unpaid; and, as the goods were gone, the overseers had no remedy, while the incoming tenants were not assessed at all, and consequently the parish lost the rate altogether. To remedy this state of things, 17 Geo. 2, c. 38, s. 12, provided that where the current rate had not been paid when the occupier went out, the outgoing and incoming tenant should each pay a part of it proportioned to the length of his occupation; but, by a singular oversight, no provision was made for the event of the house standing empty between the two tenancies. The question in the case before us was,

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who was to pay the rate for this intermediate period? If the house had remained empty, and no new tenant had come in, the first occupier would have remained liable for the whole rate; and therefore it is clear that the Legislature did not so much mean to relieve him as to provide the parish with a better security for the rate. The new occupier, said the Court, is to pay for the time he occupies; and the old occupier, whom the Act does not intend to relieve, remains liable for the rest, and therefore for the period during which the house stands empty, as well as that during which he actually occupies. The statute was somewhat difficult to construe, and the Court has done some violence to its words, but we think justifiably. The section on which the case turned is repealed by an Act of last session, 32 & 33 Vict. c. 41, s. 16; its provisions, however, are substantially re-enacted, but with the additional limitation, that the outgoing occupier "shall remain liable in like manner for so much, *and no more*, of the rate as is proportionate to the time of his occupation within the period for which the rate was made." This looks very like a legislative interpretation of the Act of Geo. II., the reverse of that adopted by the Court; but hereafter there can be no doubt on the point.

In our next we purpose discussing the rating cases in connection with the Union Assessment Committee Acts, and shall then make a few remarks on the nearly allied removal cases.

RECENT DECISIONS.

EQUITY.

JURISDICTION—BILL TO RECOVER FROM HUSBAND MONEY ADVANCES TO WIFE FOR NECESSARIES.

Deare v. *Soutten*, M.R., 18 W. R. 203.

Although a husband who has deserted his wife, and does not provide her with necessaries, is on proof of such non-provision liable to persons supplying her with necessaries, yet a person who advances money for the support of a married woman whose husband has deserted her and does not contribute to her support, has no demand enforceable at law against the husband for the advances (*Knox* v. *Bushell*, 3 C. B. N. S. 334). An action will lie for a loan to the wife at the request, express or implied, of the husband (*Stevenson* v. *Hardie*, 2 W. Bl. 872); but in the absence of such request there is no remedy at law, and the only remedy is by bill in equity for so much of the money advanced as can be shown to have been actually applied by or on behalf of the wife in paying for necessaries. Further than this, the husband is liable neither at law nor in equity.

In *Jenner* v. *Morris* (9 W. R. 391, 3 D. F. J. 45), where the plaintiff, who had deserted his wife, had filed a bill to enforce a judgment against the real estate of the defendant, it was held that the defendant was entitled to set-off against the judgment debt sums which, both before and after the date of the judgment, had been advanced by him for the wife's support.

This apparent anomaly may depend on the fact that the courts of law do not recognise any privity between the husband and the person who has furnished the wife with money for necessaries, or has paid the tradespeople who have supplied her with necessaries.

It has been said that equity considers the debt to have been assigned by the original creditor to the third party who pays it on behalf of the wife, and thus recognises his right to sue, notwithstanding the want of privity between the parties. This method of explaining the origin of the jurisdiction, however, can hardly apply where the money has been paid to the wife, and not to the tradespeople direct. The probability is that the jurisdiction was simply assumed to meet a defect in the common law.

At all events, the jurisdiction is of no recent origin. In *Harris* v. *Lee* (1 P. Wms. 482) the Court assumed, without the least hesitation, that though a married woman cannot, at law, borrow money, though for necessaries, so as to bind her husband; yet, where money has actually been applied for her use in the purchase of necessaries, the person advancing the money may, in equity, stand in the place of those who furnished such necessaries, so as to be able to sue the husband therefor. It need scarcely be added, that a bill will only lie for what was expended on necessaries strictly speaking, and an inquiry as to this will, in most cases, be directed. (See a singular case in the "Annual Register," 1776 [Chronicle, p. 117], which was tried before Lord Chancellor Bathurst.)

In a case where a man had gone abroad and left his wife unprovided for, and a third person lent her money to purchase necessaries, and she applied it accordingly, Vice-Chancellor Shadwell, proceeding upon a notion that the debt was a legal debt, allowed the husband's demurrer to a bill filed against him by the person who had lent the money: *May* v. *Skey*, 16 Sim. 588. (See *Hirst* v. *Tolson*, 16 Sim. 623.)

May v. *Skey*, however, is no longer law: *Jenner* v. *Morris* (*ubi. sup.*) And there can now be no question as to the jurisdiction of the Court in such cases. It may be added that the Court possesses a similar jurisdiction in the case of infants: *Marlow* v. *Pitfeild*, 1 P. Wms. 558, where the real estate of a person who had borrowed money to pay for necessaries during his minority, was held liable in equity for it after his decease; whereas, at law his infancy might have been given in evidence on a plea of *non assumpsit*.

EVIDENCE TO SHOW CHANGE OF DOMICIL.

Capdeville v. *Capdeville*, V.C.M., 18 W. R. 107.

Residence in England for twenty years from youth until death, the purchase and occupation of a house in England, and the description of that house in the testator's will as "home" were held in this case to be not enough to show a change of domicil, which was originally French, as regulating the testamentary acts of the individual. So too in *Udny* v. *Udny* (L. R. 1 Sc. App. 441), the Law Lords were satisfied that a person whose absence from Scotland continued much longer, had never abandoned his Scottish domicil. In point of fact, length of absence has nothing to do with the question in these cases, which depends solely upon the intention of the party as deducible from the facts in evidence. It is not enough for him to take a house in the new country, even with the probability and the belief that he may remain there all the days of his life. Change of residence alone, however long and continued, does not effect a change of domicil; there must be an intention to change the domicil (*Moorhouse* v. *Lord*, 11 W. R. 637, 10 H. L. Cas. 272). Furthermore, every man's domicil of origin must be presumed to continue until he has acquired another sole domicil by actual residence, with the intention of abandoning his domicil of origin. This change must be *animo et facto*, and the burden of proving it lies upon the party who asserts the change (*Aikman* v. *Aikman*, 3 Macq. 877). To the same effect was the decision of Vice-Chancellor Wood in *Forbes* v. *Forbes* (2 W. R. 253, Kay 341), that actual change of domicil will not deprive a man of his domicil of origin, until he has acquired another. And when a man has acquired a domicil of choice, and afterwards abandons it, the domicil of origin revives (*Munro* v. *Munro*, 7 Cl. & Fin. 871)—at all events whilst he is deliberating before he makes a second choice. The true meaning of Story ("Conflict of Laws," s. 48) is, that the abandonment of an acquired domicil *ipso facto* restores the domicil of origin, a special intention to revert to it being unnecessary (*Udny* v. *Udny*, *ubi sup*). On these grounds the decision in *Capdeville* v. *Capdeville* is probably correct. The domicil of origin was French; and the applicants, on whom the burden lay of proving an intention to change the domicil, failed to show that the domicil of origin had been abandoned *animo*, as it had apparently been *facto*, and an English domicil taken up by choice.

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COMMON LAW.

CONTINGENT WILL.

In the goods of Porter, Prob., 18 W. R. 231.

A will, like any other instrument, may be made absolutely, or subject to some condition precedent; that is, it may be made to take effect on death whenever and wherever the testator may die, or it may be made so as only to take effect on the occurrence or non-occurrence of some event. Whether a will is absolute or contingent must, of course, be decided by reference to its language which must be read according to the ordinary rules of legal construction.

A decision on one will on this question of contingency is not often an authority for the construction of any other will. *In the goods of Porter*, however, a short rule has been laid down for ascertaining whether a will is or is not contingent. If a particular event is referred to as the *reason* for making the will, then the will is not contingent, "but if the testator refers to the possible occurrence of any event in language which is so mixed up with the disposition of his property, that he makes the disposition of property dependent upon that event, then the Court must hold the will to be contingent, otherwise, it would violate the language of the will."

The facts of this case illustrate this rule very clearly. The material words in the will were "being obliged to leave England to join my regiment in China, and not having time to make a will, I leave this paper, containing my wishes and desires. Should anything unfortunate happen to me while I am abroad, I wish everything that I may be in possession of at that time," &c., &c. Lord Penzance said that if the testator had stopped at the word "abroad," the will would have been absolute. The going abroad would have been construed as the *reason* only for making the will. As, however, the testator purported to dispose only of his property, which should be in his possession "at that time," the will was held to be contingent upon his dying abroad. The rule in this case, taken with this illustration, is as clear as any rule for the construction of documents can be, however difficult may be the application of the rule to the wording of any individual will.

INSURANCE OF FREIGHT—WHEN INTEREST IN FREIGHT COMMENCES.

Barber v. *Fleming*, Q.B., 18 W. R. 254.

Phillips on Insurance, section 328, lays down the following rule with respect to the time at which an interest in freight commences: "It commences not only by the vessel's sailing with the cargo on board, but also when the owner or hirer having goods ready to ship or a contract with another person for freight, has commenced the voyage or has incurred expense or taken steps towards the earning of the freight," and he illustrates the rule thus, "a vessel being chartered from A. to B.; the interest in the freight commences under the charter-party, on the vessel sailing for A. in ballast." There was no English decision which fully supported this proposition, so that, notwithstanding the high authority of "Phillips on Insurance," the rule could not be considered as settled English law. *Barber* v. *Fleming* raised the very point put by Mr. Phillips, as the illustration of his rule, and this point was decided in accordance with that rule, which was referred to as an authority for the decision.

The facts were shortly that the plaintiff chartered a vessel, of which he was owner, to go from Bombay to the Chincha Islands, where she was to arrive on or before a specified day, and there to load and to carry the cargo to England at a certain freight to be paid for such cargo. The charterer had the right of going to any ports he liked for cargo, &c., before he went to the Chinchas. The plaintiff insured the freight to become due to him under this charter-party, and subsequently the vessel sailed in ballast direct for the Chinchas, and did not take advantage of the leave to make intermediate voyages. She was lost before she arrived at the Chinchas. The question was whether the plaintiff could recover the freight he had insured, the contention for the defendant, the insurer, being that the plaintiff's interest in the freight had not commenced, and that, therefore, he had not lost the freight by the perils insured against. It was admitted that if the charter-party had been in the ordinary form, that the ship should proceed with all convenient speed to the Chinchas, the plaintiff's interest would have commenced. A distinction was, however, drawn in argument between that and the present case, where the shipowner might make intermediate voyages. It was held that under the circumstances of this case this made no difference, because "the reason and spirit of the rule is not because the owner is acting under compulsion," (in the sending his ship to the port of loading), "but because he has acted so far under the contract as to show that it is no longer speculative, but he has actually begun to do something which makes the insurable interest attach and makes it a real thing, and, therefore, as soon as the ship had begun to sail the interest sufficiently attached."

If the vessel had carried freight from Bombay to the Chinchas or to any intermediate port, or had made any intermediate voyages as was permitted by the charter-party, and was lost during one of such intermediate voyages, a different question would have arisen, because then the sailing of the vessel would not necessarily come within the condition of the rule that the shipowner should have "commenced the voyage or incurred expense, or taken steps towards the earning of the freight." This point, however, did not arise in *Barber* v. *Fleming*, and the Court guard themselves against its being supposed that they decided that question.

RIGHT OF ACTION—PRIVITY—NEGLIGENCE.

George and Wife v. *Skivington*, Ex., 18 W. R. 118.

Few cases are better known than *Langridge* v. *Levy* (2 M. & W. 519, 4 M. & W. 337), where the plaintiff was injured by the bursting of a gun, which the defendant had sold with a fraudulent warranty to the plaintiff's father, who bought the gun as the defendant knew for the use of the plaintiff as well as of himself.

It was held that the plaintiff could maintain the action, although there was no contract between him and the defendant, and there was no fraudulent misrepresentation by the defendant directly to him. The Court treated the case as analogous to those like *Pasley* v. *Freeman* (3 T. R. 51) where a misrepresentation is fraudulently made to the plaintiff whereby he suffers damage. The misrepresentation was not made directly to the plaintiff, but the Court held that the same legal results followed as if it had been so made, because there was a false and fraudulent representation "by the defendant, with a view that the plaintiff should use the instrument in a dangerous way, and unless the representation had been made the dangerous act would never have been done." The essence of this decision is fraud by the defendant and knowledge by him that the gun was intended for the plaintiff's use, a subsequent use of the gun by the plaintiff in consequence of such fraudulent representation, and damage resulting thereby to the plaintiff (see *Eastwood* v. *Bain*, 3 H. & N. 742; *Baker* v. *Kemble*, 7 C. B. N. S. 267).

The *ratio decidendi* in the judgment goes no further than the point actually decided, and it has hitherto generally been thought that the Courts would not extend the principle of this decision: *Blakemore* v. *Bristol and Exeter Railway Company* (8 Ell. & Bl. 1052, 3).

George v. *Skivington* has now extended the principle of *Langridge* v. *Levy* most materially. The case was decided on demurrer to a declaration by the plaintiff and his wife, which alleged that the plaintiff bought of the defendant, a chemist, for the use of the female plaintiff, as the defendant knew, a hair-wash, alleged by the defendant to be made of ingredients known only to himself,

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and that the defendant represented that this hair-wash was fit and proper to be used on the hair, and was properly compounded. Yet the defendant so improperly compounded the hair-wash that the same was not fit and proper to be used on the hair, by reason whereof the female plaintiff, who used the hair-wash, was injured. It was held that the declaration disclosed a good cause of action by the female plaintiff, who of course had to be joined with her husband in the action.

The defendant argued, first, that he was not liable even to the plaintiff, because there was no implied warranty of quality on the sale of a chattel, and that therefore he was not liable for the badness of his hair-wash, as fraud was not alleged. Secondly, even if the plaintiff could maintain the action, yet the plaintiff and his wife together could not, because the female plaintiff had no right of action at all; there can be no right of action for a breach of duty arising out of a contract at the suit of one not a party to the contract, except under the authority of *Langridge* v. *Levy*, and the principle of that decision was strictly limited to the case of fraud in the defendant. The Court decided that there was a duty on the defendant to sell hair-wash that was not improperly compounded, and that, as in this case the sale was to the plaintiff for the use of the female plaintiff to the defendant's knowledge, the duty existed towards her as well as towards the other plaintiff, and that consequently the action was properly brought in the names of the two plaintiffs for the right of action of the female plaintiff.

As no fraud was alleged in the declaration this decision goes far beyond that of *Langridge* v. *Levy*, and it is the first decision where such an extension of the principle of *Langridge* v. *Levy* has been permitted. The principle of *George* v. *Skivington* is that if one person undertakes a duty towards another, the latter may have a right of action against the former for negligence in the performance of that duty although the duty arose originally entirely from a contract between the first and some third person. This principle is not a new one although it has never until now been applied to such cases as that of *George* v. *Skivington*. For instance, if A. employs a doctor to attend to B., and the doctor is negligent in his treatment, B. has a right of action against the doctor for the consequences of such negligence, although no party to, and ignorant of, the contract between A. and B. This is a well-known liability and one which has been long recognised. (*Pippin* v. *Sheppard*, 11 Price 400; *Gledwell* v. *Steggall*, 5 Bing. P. C. 733). The fact that the hair-wash in *George* v. *Skivington* was bought for the use of the female plaintiff was held to create a sufficient privity between her and the defendant to support the right of action by her, although there was no fraud by the defendant.

There was a very good reason for treating the right of action as that of the wife who was in fact injured, instead of that of her husband. He could have maintained an action for the breach of contract in selling improperly compounded hair-wash, but could not apparently have recovered substantial damages, as he personally had sustained no injury by the defendant's breach of contract sufficient to entitle him to such damages. The female plaintiff, on the other hand, being the person actually injured, was clearly the proper person to sue and to recover such damages as naturally resulted from the wrong, if, as a matter of law, she had a right of action. The case of *George* v. *Skivington* will probably be often cited and discussed, as it is an important extension of a principle that has hitherto been very carefully restricted.

Estoppel in Pais.

Morris v. *Bethell*, 18 W. R. 137.

An estoppel is a conclusive admission which cannot be denied. Such an admission may be made by mere words or by conduct, and is then called an estoppel in pais. The rule as to what constitutes an estoppel in pais has been thus laid down in *Pickard* v. *Sears* (6 Ad. & Ell. 474), the leading case on the subject—"Where one by his words or conduct wilfully causes another to believe the existence of a certain state of things, and induces him to act on that belief so as to alter his own previous position, the former is concluded from averring against the latter a different state of things as existing at that time." It is the essence of an estoppel in pais that the person seeking to avail himself of it should have altered his own position in consequence of the admission which he wishes to treat as an estoppel.

This doctrine was discussed in *Morris* v. *Bethell* where the defendant was sued upon an acceptance not made or authorised by him. He had once before paid a similar acceptance written by the same person in the hands of the plaintiff. The plaintiff sought to treat the single payment by the defendant as an estoppel or as an admission what the defendant could not deny that such acceptances were his, and that he was bound to pay them. The Court held that there was no estoppel, and that "to hold that the doctrine of estoppel applied to such a case would be contrary to law and common sense."

It is necessary to observe that this judgment is grounded on the fact found by the jury that the defendant had not held out to the plaintiff that the acceptance was the defendant's. The single payment of the first acceptance might be some evidence of such a holding out, but was not conclusive; and, therefore, not an estoppel. As, therefore, the jury found that there was no such holding out, the plaintiff was entitled to the verdict. Of course, if the defendant had represented himself as the person liable on the acceptances he might have fallen within the rule laid down in *Pickard* v. *Sears*, if any one was thereby induced to alter his position. Whether such representation existed in fact or not, is a question for the jury to consider with all the facts of the case. *Morris* v. *Bethell* merely decides that the facts there existing did not come within the doctrine of estoppel in pais.

CRIMINAL LAW.

Practice—Perjury—False Oath—Common Law Misdemeanour.

Reg. v. *Hodgkiss*, C.C.R., 18 W. R. 150.

The prisoner in this case was found guilty on an indictment for perjury in swearing a false affidavit under the Bills of Sale Act for the purpose of getting a bill of sale filed. The Court held that he could not be guilty of perjury in the technical sense of the word, because the false oath was not made in any judicial proceeding, and there was no statute which rendered a false affidavit under the Bills of Sale Act perjury. The conviction was, however, upheld, as a conviction for taking a false oath which is a misdemeanour at common law when the oath is required for the purposes of a statute. The prisoner, therefore, could be sentenced to the punishment for the common law misdemeanour, but not for the technical crime of perjury.

The case is not only an authority for this point of practice, but Kelly, C.B., clearly lays down the principle that to take a false oath for a purpose required by a statute is a misdemeanour at common law. This is not a new principle, but this case will probably often be cited for this proposition, as it states the law with the greatest conciseness, and as the decision itself depended upon the application of this principle.

Among the gentlemen recommended to the Lord Chancellor to form the new Commission of the Peace for the borough Wakefield, we observe the names of William Shaw, Esq., barrister-at-law, of St. John's, Wakefield; Samuel Bruce, Esq., of Burton-street, Wakefield, a member of the Chancery Bar; and William Henry Bedford Toulmin, ironfounder, who is an attorney on the rolls, though not practising.

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REVIEWS.

The Bankruptcy Act, 1869; *The Debtors Act*, 1869; *and the Bankruptcy Repeal and Insolvent Court Act*, 1869; *together with the General Rules, with introduction, notes, and a full index.* By C. W. Lovesy, Esq., of the Middle Temple, Barrister-at-Law. London: Knight & Co. 1870.

Mr. Lovesy's edition of the new Acts belongs to much the same class as several others which we have already noticed. The Acts, rules, and forms are printed one after another; and to the various sections of the Act are appended a few short notes, sometimes explanatory, sometimes pointing out the similarity or the difference between the old law and the new. Mr. Lovesey's edition has, however, one decided point of superiority over the other editions which we have noticed, in that it contains pretty full references from the Act to the rules and forms, a matter of no small importance.

The Debtors Act, 1869, *with the Regulæ Generales of Michaelmas Term*, 1869; *the rules, forms, and fees, affecting committals in the county courts, notes and an index.* By G. Manby Wetherfield, Solicitor. London: Longmans. 1870.

Mr. Wetherfield has printed the Debtors Act, and the rules and forms framed under it; and to each of the three parts into which the Act is divided, he has prefixed some introductory observations which may probably prove of use to those who are as yet strangers to the Act and are not very familiar with the branches of law with which it is connected.

COURTS.

EXCHEQUER.

(Before Bramwell, B., and a Special Jury.)

Feb. 9.—*Matthews* v. *Collis and Another.*

This was an action for negligence against a Birmingham firm of solicitors. It appeared that one Lawson, who traded in America, being in England, and being largely indebted to the plaintiff, the latter instructed the defendants to obtain his arrest. Instead, however, of at once arresting him, one of the defendants called on him and urged him to settle the claim, telling him at the same time that proceedings had been taken. Consequently on this Lawson got away to America, and the plaintiff alleged that, after costly litigation in America, he had had to accept a compromise for £3,000 where £7,000 was due. For the defence it was argued that the extensive American litigation was unnecessary, as plaintiff might have had an English judgment which the American courts would have enforced.

Bramwell, B., told the jury that the defendants, by endeavouring to act with kindness towards Lawson had clearly made themselves liable; the only question, therefore, would be as to the amount of damages.

Verdict for the plaintiff £1,800.

BAIL COURT.

Blackburn, J., made absolute a rule to strike off the rolls Edward George Craig, an attorney, of Braintree, Essex, convicted at the last Chelmsford October Sessions of fraudulently appropriating the moneys of a client.

COURTS OF BANKRUPTCY.

Lincoln's-Inn.

(Before the Chief Judge.)

Feb. 2, 9.—*Re Bernadat.*

Rules 50, 178, *and* 179.

This was an application at the instance of the trustee under this bankruptcy for the commitment of the holder of a bill of sale of a portion of the bankrupt's effects, and other persons, for a contempt of court.

Bagley and *Brough* for the trustee.

Sargood, Serjt., and *F. Knight*, for the bill of sale holder.

It appeared that a rule to show cause had been granted on the 26th ult., upon certain affidavits filed by the trustee, but that afterwards certain other affidavits were filed, and served, together with the notice, upon the defendants.

Sargood, Serjt., objected to the reception of affidavits other than those upon which the rule was granted. He referred to the 178th and 179th rules.

Bagley said that in practice it would be extremely inconvenient if the person moving for a commitment for contempt were compelled at the outset to file all his affidavits. It might be that after the granting of the rule facts important to the issue came to the knowledge of the applicant. In this case the whole of the affidavits relied upon had been duly served, and the respondents, in their affidavits, had disputed or challenged the facts therein set forth.

The Chief Judge intimated that, as a matter of convenience, it was desirable that the whole of the affidavits intended to be used in support of the application should be filed in the first instance, but at the same time he was not disposed to shut out any evidence.

Upon the matter coming on again,

Sargood, Serjt., asked that the respondents should have liberty to cross-examine the deponents who had made affidavits in support of the application.

The Chief Judge objected to the adoption of this course. He said it might be necessary ultimately, but the better mode would be to proceed in the usual way by affidavits, and if upon the hearing it seemed to be indispensable that witnesses should be summoned, an order would be made for that purpose.

Solicitors for the trustee, *Ashurst, Morris & Co.*

Solicitors for the respondents, *Batt & Son.*

Feb. 9.—*Re Trevett.*

Bankruptcy Act, 1869, *sections* 11, 15, 20, *and* 72.

Reed, for the trustee appointed under this adjudication, moved for an injunction to restrain Messrs. Harrison, auctioneers, from proceeding to a sale of the bankrupt's furniture and effects.

The Chief Judge.—Do the facts appear upon the affidavits?

Reed.—Yes, and they seem to be these: On the 9th September, 1869, the bankrupt executed in favour of Messrs. Harrison a bill of sale of his furniture and effects, to secure a sum of £130, then advanced. On the 12th January the bankrupt signed a declaration of insolvency; on the 13th Messrs. Harrison took possession, and on the 14th the adjudication was made. He referred to the 11th, 15th, 20th (concluding clause), and 72nd sections of the Bankruptcy Act, 1869.

His Lordship granted an interim injunction.

Solicitor, *J. Needham.*

Feb. 10.—*Re Gamblin.*

Bankruptcy Act, 1861, *s.* 159—*Order of discharge.*

This was an application on behalf of W. H. Godden, the creditors' assignee, that the conditional order of discharge granted to the bankrupt by the late Mr. Commissioner Goulburn, on the 25th March, 1867, should be rescinded, on the ground that the bankrupt had not complied with the condition upon which the same had been granted.

F. Knight for the applicant.

It appeared that at the hearing the bankrupt proposed to set aside one-fifth of his future earnings until the debts due under the bankruptcy were paid in full, and the order of discharge was granted on that condition. The affidavits showed that the bankrupt had paid one year's proportion only of his income to the official assignee, and that, notwithstanding numerous applications, he had omitted to make any further payment, or, indeed, to render any account of his earnings.

No cause was shown in opposition, and

The Chief Judge adjourned the consideration of the application for fourteen days, the bankrupt in the meantime to pay £20 to the official assignee, and thereafter to abide by the terms of the order.

Solicitors, *Sole, Turner, & Turner.*

Re Townshend.

Insolvency—Relinquishment by provisional assignee of claim against bankrupt's property.

The insolvent applied for an order directing the provisional assignee to relinquish any claim to an interest in certain residuary estates, which the insolvent had acquired in right of his wife. The insolvency took place in September, 1856, and in April of the following year the insolvent obtained his final order. All the creditors, with the exception of one, had been satisfied, and he did not appear on the notice which had been given. In April last, an

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interest which the insolvent had under the will of his wife's father, subject to the death of a tenant for life, fell into possession, and the insolvent swore that upon the marriage no settlement or agreement for a settlement was made or executed.

F. Knight, for the applicant.

The CHIEF JUDGE said the interest seemed to be of small value (about £200), and the Court was desirous of assisting the applicant so far as it properly could, but it would be satisfactory, if, before the order was made, the wife were presented for examination, in order that it should be shown that she was a consenting party to the application. This would be in accordance with the practice which had prevailed in the Court of Chancery in similar cases.

Solicitor for the applicant, *Goatley*.

Solicitor for the provisional assignee, *Twyford*.

COUNTY COURTS.

WALLINGFORD.

(Before JAMES WHIGHAM, Esq., Judge.)

Hickman v. Corner, Bennett, and Castle.

Insanity held to be "sickness" within the meaning of the Friendly Societies Acts.

This was an action brought by Mr. Isaac Hickman against the defendants, the trustees and secretary of the Julius Cæsar Court of Foresters, at Wallingford, to recover the sum of £11 9s. 7d., claimed to be due to the plaintiff for sick allowance under the rules of the society. It was arranged between the parties that no objection should be taken upon the ground of the action being brought in the name of Mr. Hickman, who is a member of the Court of Foresters, and who, about four years ago, became insane, and has, ever since, been in the Littlemore Lunatic Asylum—the object really being to try the question "whether insanity is sickness within the meaning of the Friendly Societies Acts."

The defendants had paid the plaintiff a portion of the sick allowance up to last November, when, in consequence of a letter received by them from Mr. Tidd Pratt, the late Registrar of Friendly Societies, to the effect that insanity was not sickness within the meaning of the Friendly Societies Act, and that the trustees would not be justified in paying any portion of the funds to an insane member, the defendants discontinued payment.

Mr. W. T. C. Russell, solicitor (from the office of Merriman & Co., of Wallingford, and Queen-street, London), for the plaintiff, called attention to the second rule, which described the objects of the society to be "the rendering of pecuniary assistance to the members of the court when sick and not able to follow their usual employment," and also to the 24th rule, by which "a member who becomes sick, lame, blind or infirm and incapable of following his occupation should be entitled to his allowance," and contended that the word "infirmity," which, according to Walker's Dictionary, was interpreted "weakness of mind," would include "insanity." He further referred to the opinion given by Mr. Elliott a short time since at the Lambeth Police Court upon a similar point.

Mr. Dodd, solicitor, of Wallingford, for the defendant, referred to the Friendly Societies Acts to show that insanity was not within the scope of the objects declared by the Acts for which friendly societies might be formed.

Mr. WHIGHAM said that he must be bound by the rules in this case, and that he agreed with Mr. Elliott that "insanity" was "sickness" or infirmity. A question, however, as to whether the plaintiff's insanity was not caused by his own intemperance having been raised the case was adjourned for evidence on that point.

APPOINTMENTS.

Mr. DOWSE, Q.C., has been appointed Solicitor-General for Ireland in the room of the Right Hon. C. R. Barry, promoted to be Attorney-General. Mr. Dowse is the only son of the late W. H. Dowse, Esq., of Dungannon, county Tyrone, by Maria, daughter of Hugh Donaldson, Esq. He was born in 1824, and was educated at Trinity College, Dublin; he was called to the bar in Ireland in Hilary Term, 1852, and was created a Queen's Counsel in February, 1863. He was returned for Londonderry, at the general election in November, 1868. Mr. Dowse's appointment as Solicitor-General will necessitate a new election for Londonderry, and if he should be successfully returned, the unusual spectacle will be represented of the inferior Law Officer for Ireland having a seat in the House, while his chief has none—the Attorney-General having failed to secure a seat since his defeat at Dungarvan, at the last general election, by Mr. Henry Matthews, Q.C.

Mr. HENRY CLARK, barrister-at-law, of the Western Circuit, has been appointed Recorder of Tiverton, in succession to the late Mr. Richard Roope. The new recorder is the eldest son of the late Ewing Clark, Esq., of Efford Manor, near Plymouth, by Ann Letitia, third daughter of Paul Treby Treby, Esq., of Goodamoon and Plympton, Devonshire. Mr. Clark was born in 1829, and was educated at Trinity College, Oxford, where he graduated B.A. He was called to the Bar at Lincoln's-inn in November 1855, and practiced on the Western Circuit. Mr. Clark is the senior captain in the Royal Cornwall and Devon Miners' Artillery, to which he was appointed in April, 1861. He married, in 1852, Lucy, second daughter of the late John Carpenter, Esq., of Mount Tavy, Devon.

Mr. THOMAS LEWIS, solicitor, has been appointed Town Clerk of Tunbridge Wells. Mr. Lewis was formerly in the office of the Messrs. Harnson, solicitors, of Welshpool, and more recently served under Messrs. Scarth & Sprot, solicitors, of Shrewsbury.

Mr. GEORGE WILLIAM MAXSTED, solicitor, of Lancaster, has been appointed Under-Sheriff of Lancashire for the ensuing year; but the business of the shrievalty will be transacted by Messrs. Deacon & Wilson, of Preston. Mr. Maxsted was certificated as an attorney in Michaelmas Term, 1840, and is a member of the Lancaster firm of Maxsted & Gibson.

Mr. ISAAC EDWARD EVERETT, solicitor, of Hanley, in the Potteries, Staffordshire, has been appointed Under-Sheriff of Worcestershire for the ensuing year; but the business of the shrievalty will be transacted by Messrs. Gillam & Sons, solicitors, of Foregate, Worcester.

GENERAL CORRESPONDENCE.

THE PRACTICE OF THE COUNTY COURTS.

Sir,—In their next three questions, the Judicature Commissioners refer to matters which are not of very great importance. They ask:—"15. Would it be expedient to give the right to pre-audience in the county courts to barristers? 16. Would it be expedient to make any and what alterations in the provisions of the statute 15 & 16 Vict. c. 54, s. 10, which limits the right of solicitors to act as advocates in the county courts? 17. Have the present restrictions had any, and what effect upon the class of solicitors practising in the county courts?"

The object alluded to in the first of these questions has been very pertinaciously kept in view by the junior members of the Bar. In 1855 the supposed advantage of pre-audience for barristers was brought under the notice of the County Court Commissioners, but it failed to produce on those learned gentlemen the desired impression. Since then the matter has been mooted constantly, with a view to legislation, and now, as the Judicature Commissioners have made it one of their special questions, I am led to suppose that it may possibly be regarded with favour by some members of that body. In fact, however, when *rightly understood*, the query can only be answered in the negative. If the point were simply this, whether, in making motions, when the advocates alone attend the court, barristers, as members of the higher branch of the profession, should have the right of being heard before attorneys, I should not have a word to say in opposition to such an arrangement; for, first, it would be in strict analogy with the rule which prevails at Westminster, when motions are heard by the Court in Banc, and which gives pre-audience to Queen's counsel over members of the outer bar; and next, it would be in accordance with the 57th rule of the New Orders in Bankruptcy, which specially provides that, "except in cases of emergency, all motions shall be made and heard in the order

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in which they are set down, at the sitting of the Court, but motions by the bar shall be heard in precedence to those by attorneys."

But the short and decisive answer to all this is, that, in the county courts, there are, practically speaking, no motions. Occasionally, indeed, there may be an application to change the venue, or to postpone the trial, of a cause, or to fix a particular hour for the hearing, but these matters are seldom entrusted to advocates, and when they are the Court disposes of them in a minute or two. Motions for new trials, or to vary, suspend, or set aside orders, are not common, and—speaking, I am sorry to say, with the experience of more than three lustra—I do not think they average two per day, in a large court. The idea, therefore, of marshalling these motions would be merely ridiculous, and indeed, such is not the object of those who promote the movement. What they wish to see established is a rule that every cause in which counsel is engaged, should, out of special compliment to the bar, be taken out of its turn, and that the convenience of suitors and witnesses, as well as of solicitors, should be postponed to theirs. Nakedly stated in this manner, a pretension more impolite, and less in unison with the feelings of the age could hardly be put forward. What would the "stuff gowns" themselves think of a rule which should give pre-audience on circuit and at Nisi Prius to those who "rustle in silk?" But, quite apart from any professional question, would the public submit to such a rule for a single hour? I am almost ashamed to remind the Commissioners that Courts of Justice are for suitors and not for lawyers, and that the principal duty of a judge, next to deciding justly, is to consult, without favour or affection, the convenience of the litigants. We shall find in Magna Charta not only "Nulli negabimus" but also "Nulli differemus"—"justitiam;" and how can this cardinal principle be upheld, if a suitor who does not employ counsel, is to have the trial of his cause put off to "a more convenient season," while another can get his dispute disposed of out of its turn, simply because he has retained a barrister?

In 1852 the Legislature expressly enacted, that in the county courts barristers should have no "right of exclusive or pre-Audience" (see 15 & 16 Vict. c. 54, s. 10); and although I have sufficient esprit de corps to be anxious to advance the interests of my younger brethren at the bar, I cannot for their sake consent to sacrifice the rights of the suitors, and I am bound to express a decided opinion in favour of the existing rule.

With the view of rendering more clear what I have to say on the next two questions, I think it convenient to place in juxtaposition, the enactment on the subject as it stood in the original County Court Act of 1846, and the substituted law which is contained in the Act of 1852. The first statute enacted in substance, that no person should be entitled to appear for any other party in the county court, unless he were an attorney, or a barrister instructed by such attorney on behalf of the party, or, some person specially allowed by the judge to appear; and the judge might even have withheld his consent to any one arguing a question as counsel for a suitor, whether he were a barrister, an attorney or any other person. These provisions were remarkable in three respects; for first, an attorney might have been heard in a county court, whether he were directly retained by a suitor or not; next, a barrister could only have been heard when instructed by an attorney; and lastly, the Court was entrusted with the large discretionary power of "shutting up" any offensive advocate.

The interests of the Bar were certainly not much consulted by these arrangements, and, no doubt, the promoters of the county court system acted as they did with malice prepense. In truth, they were somewhat afraid of a profession, some of the members of which, like the heathen of old, seemed "to think that they would be heard by their much speaking," and it was feared that, if these gentlemen were allowed full scope, it would not be easy to administer justice either cheaply or with speed. The experience of six years proved that such misgivings were unfounded, and the pendulum of legislative opinion, as is usual in these cases, swung rather too much in an opposite direction. Section 10 of the Act 15 & 16 Vict. c. 54 introduced changes which could not have better served the interests of the bar had they been drawn up by an attorney-general. That enactment, stripped of legislative tautology, amounts to this, that any party to a suit, or any attorney "acting generally in the action, but not an attorney retained as an advocate by such first-mentioned attorney, "or a barrister," retained by or on behalf of the party on either side," but without pre-audience, or, by leave of the judge, any other person, may address the Court, subject to the judge's regulations for the orderly transaction of business. With the single exception of the coveted pre-audience, the Bar, in these clauses, have had it all their own way. The judges are bound to hear them, however prolix or troublesome they may be; they are entitled, for the first time, to advocate causes without the intervention of an attorney, and a heavy blow has been levelled at the rising class of "advocate attorneys."

The question now asked by the Commissioners is, whether the attorneys have been quite fairly treated in these changes, and I am clearly of opinion that they have not. I have no objection to the rule which enables suitors in the county courts to retain counsel for themselves, and thus to avoid the additional expense of employing attorneys as middlemen. Few of the questions tried in those courts are of sufficient importance to bear the double costs of consulting two legal advisers; and the change in question has doubtless served the twofold object, of promoting the interests of the suitors, as well as those of the Bar. But just because I am prepared to make this avowal, I must, in common justice, speak out in favour of the advocate attorney. He will frequently go into court upon easier terms than a barrister, and consequently his employment is a saving of expense. He is often —I write it in *pale* ink—as able an advocate as his elder brother at the Bar, and from confining his attendance to some few special courts, he usually knows, better than a stranger counsel, the idiosyncrasies of the judge he addresses, and the general practice of the Court. Then why should he not be employed? If a merchant is entangled in a law-suit at Liverpool, he retains his local attorney to protect his interests. This attorney, as a matter of course, and without consulting his client, transacts all the London business of the cause through his London agent. Nobody complains of such a practice, and without it the legal machine would come to a dead lock. But in what does this practice differ from that of a family solicitor, who, like the Jewish lawgiver, though very wise, is "slow of speech and of a slow tongue," and who, when instructed to defend a cause, for a valued client, in the county court, wishes to have the right of handing the papers to some young advocate attorney of known ability? Surely it would be wiser to allow him to act thus, rather than to force him to adopt the alternative of either sending his client dissatisfied away, or of saddling him with a needless bill of costs, in the preparation of a formal brief and the instruction of counsel.

I have hitherto treated the clause in question as if it were still in full force; but, to speak the truth, it now rather raises a question of feeling than one of practical value. During the last fifteen years I cannot recal to mind a single instance in which it has been brought under my notice, yet I am confident that it is set at nought almost systematically. In fact, the law can be so easily evaded, by simply getting the suitor to sign a paper retaining the services of the advocate attorney, that it would be next to impossible to enforce the enactment on a large scale; and the only effect of keeping it on the statute-book any longer will be, to hurt the susceptibilities of an honourable and most useful body of men.

A METROPOLITAN COUNTY COURT JUDGE.

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Stamps on Leases.

Sir,—The decision of the Court of Exchequer in the case of *Boulton* v. *The Commissioners of Inland Revenue* appears to me to raise a further question as to the sufficiency of stamps on deeds. By the schedule to 13 & 14 Vict. c. 97, a duplicate or counterpart of any deed or instrument chargeable with stamp duty is charged—"where such stamp duty or duties chargeable (exclusive of progressive duty) shall not amount to the sum of five shillings—the same duty or duties as shall be chargeable on the original deed," &c. Mr. Vacher in his "Stamp Duties Digest" makes the above read "Where the *principal* duty chargeable, &c." If this be a correct reading then the question arises, which is the *principal* duty on a lease bearing a sixpenny *ad val.* stamp, and a thirty-five shilling as a deed not otherwise charged. I should urge that as the lease is the principal document, therefore the sixpenny stamp is the principal duty, for the covenants are only accessories, and inserted to secure the landlord's rent. If this argument holds good the counterpart is only liable to a sixpenny duty, but if, on the other hand, the thirty-five shilling stamp is held to be the principal duty, then the counterpart is rendered liable to a five shilling stamp. I should like to have the opinion of some of your correspondents hereon.

Should not some steps be taken by the profession to bring a bill forward in the coming session of Parliament to do away with the anomaly created by this decision?

The following figures will show that the decision creates an anomaly, particularly in my district, where long leases are the usual mode of dealing between owners and small purchasers. A lease is granted without premium and containing covenants to erect buildings at an annual rent of £2 10 for a term of 999 years; the duties payable thereon are as follows:—*Ad valorem* 6s., lease not otherwise charged 35s., counterpart 5s., total 46s. This ground-rent represents the value of the land from which it issues and if sold would at twenty years' purchase produce £40, the *ad valorem* duty upon which is 5s. Therefore, the duty chargeable upon the instrument creating a finite term is over 800 per cent. in excess of the duty chargeable upon a deed by which the fee simple is itself conveyed.

Lessor.

[The word "principal" in the Digest referred to was probably intended with reference merely to *progressive* duty. We fear that the phrase "the same *duty or duties* as shall be chargeable on the original instrument" must be taken to include a duty as for a "lease not otherwise charged."—Ed. *S. J.*]

The Irish Landed Estates Court.

Sir,—In your article this week on the case of *Lanesborough* v. *Reilly*, you forcibly point out that if lands which have never been brought within the jurisdiction of the Landed Estates Court, may be taken away from their owner merely because, through the fraud or carelessness of a clerk, they have been included in a conveyance signed by the judge, no landed property in Ireland is really secure, not even if purchased yesterday in the Landed Estates Court. It seems to me doubtful whether the powers of the Court could be limited to lands brought formally under their jurisdiction without defeating the main object of the system, viz., to relieve subsequent purchasers from the necessity of going further back than the conveyance signed by the judge; but the risk to all owners of landed property, from the conclusive effect given to any conveyance executed by the judge, is far from imaginary. The repeated frauds perpetrated upon public companies, and in some cases upon the Government during the last few years, show that no system is a sufficient security without personal vigilance, and it is not to be expected that the future judges of the Landed Estates Court, appointed, as they probably will be, partly on political or personal grounds, will always be accurate and vigilant men of business.

The remedy I would suggest is the formation of an assurance fund out of which all losses occasioned by the frauds or mistakes of the employés of the Court may be made good. In South Australia, under Mr. Torrens' Act, such an assurance fund has been formed by levying an *ad valorem* tax of one halfpenny in the pound on the value of all land brought under the system (see Laws of South Australia, 24 & 25 Vict. No. 22, ss. 28 and 131). A simpler course which I should have placed first, but for fearing that it might be rejected on constitutional grounds, would be for the State to undertake the responsibility of making good any losses from fraud or mistake, just as the Bank of England does with reference to transfers of stock, and to secure itself against loss by levying a small *ad valorem* tax on the lands which pass through the Court. Such a tax would be only a slight addition to the expenses of sale or registration, while even a single case of land taken away from the real owner by the Landed Estates Court, if left uncompensated, may constitute a serious grievance because concentrated upon an individnal.

H. R. D.

A Fair Ring and No Favour.

Sir,—An article in the *Saturday Review* on "The Judicature Commission" tempts me to renew a correspondence which appears to have become languid in your columns, on the subject of the anticipated fusion between the Bar and the solicitors. Your contemporary asserts that the Chancery Amendment Act, 1852, has broken down, and that the chief clerks, like the old masters in chancery, are merely "journeyman judges" who have not sufficient assistance from their masters in the craft, the vice-chancellors.

The writer says, with truth, that legal points of the gravest kind have to be decided by the chief clerks, and suggests an increase to the Bench that there may be more satisfactory judicial work done in chambers.

Avoiding a long letter on the subject, and not denying the need for more judges, I submit the query for consideration of your readers, whether that which is evil in the practice at chambers is not brought about, to some extent, by the system which prevents the solicitors, who are allowed to argue before a judge in a private room, from being heard by the same authority in open court.

Reports of proceedings in chambers are frequently to be seen in the newspapers, from which it may be inferred that the administration of justice in secret is not the object in view of the present meaningless practice which drives our venerable judges, in all weathers, from the seat of justice in one building to continue their duties in another.

Feb. 7. An Advocate.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 8.—The Queen's Speech read and addresses voted.

HOUSE OF COMMONS.

Feb. 8.—The Queen's Speech read and addresses voted.

Feb. 10.—*The Tipperary Election.*—Mr. Gladstone moved "that Jeremiah O'Donovan (Rossa), returned as Knight of the Shire for the county of Tipperary, having been adjudged guilty of felony, and sentenced to penal servitude for life, and being now imprisoned under such sentence, has become and continues incapable of being elected or returned as a member of this House."

Mr. G. H. Moore moved, and Mr. H. Matthews seconded, an amendment, that a committee be appointed to examine the precedents and law of Parliament in this case, and to report to the House as to the steps which ought to be taken on the subject.

The motion was carried by 301 to 8.

Friendly Societies.—A bill by the Chancellor of the Exchequer was read a first time. The Chancellor of the Exchequer explained that its object was to abolish the Government interference with these societies. The functions of the registrar had been found to afford no protection whatever, the only effect had been to give a spurious credit to certain societies, and the registrar was therefore to be abolished. The rules would no longer be certified, but only registered.

The Property of Felons.—A bill by Mr. C. Forster, to abolish the forfeiture of lands and goods on convictions of felony, was read a first time.

Purchase of Sites for Schools, &c.—Mr. O. Morgan introduced a bill to facilitate the purchase and taking of sites for places of worship and schools; he explained that it was intended to give, in cases where the sites could not be obtained by voluntary arrangement for the erection of places of worship and for schools, the same powers as those which were now granted to commercial corporations under the Lands Clauses Consolidation Act.

Marriage with a Deceased Wife's Sister.—A bill by Mr. T. Chambers to legalise this marriage was read a first time.

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IRELAND.

DUBLIN, Thursday.

The long vacant Solicitor-Generalship has been at length filled up by the appointment of Mr. Dowse, M.P. for Derry. He was sworn in before the Lord Chancellor last evening. For many years his brilliant fancy and rough and ready repartee, combined with his intrepid straightforward mode of meeting legal difficulties, and untiring zeal for his client, have placed him among the first of our common law leaders, both at Nisi Prius and in court. His vigorous, genial character are here thoroughly appreciated, and make his appointment a popular one even with those whose friends were "in the running" for the post. His election is opposed by Mr. Robert Baxter, of the firm of Baxter, Rose, Norton & Co.

An important meeting of the Irish Bar took place in the Library, Four Courts, on Saturday last, for the purpose of receiving from the committee of the Bar, previously appointed for the purpose, an account of the result of the communications with the benchers of the Honourable Society of King's Inns with reference to the representation of the Bar upon that body. Of the forty-six members of the bench, the present number of barristers, excluding the three serjeants and the law officers of the Crown, is but ten, and, with the exception of seventeen *ex officio* members, all the new benchers are chosen by the existing body.

The Bar ask that the original constitution of the body, providing that the majority of the body should consist of members of the practising Bar, should be restored in substantial accordance with the charter of 1793. The benchers, though yielding to some of the wishes of the Bar, have refused to concede this point, which would practically revolutionise the body as at present existing, and have declined to appoint a sub-committee to confer with the delegates of the Bar upon the matter.

Nearly all the leaders of the Bar who were not upon the original committee took part in the proceedings of the meeting, either proposing or seconding resolutions.

The tone of the meeting indicated a great anxiety to reopen negociations with the benchers and to arrange matters amicably between the two bodies, but not the less a determination to have the matter disposed of by the Legislature in case the benchers were unwilling to move farther in it.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

LAW OF PRIMOGENITURE.*

Amongst the various laws of our country, none have descended to our own time in a better state of preservation than those regulating our law of primogeniture.

As it is one amongst the number of interesting subjects for discussion at this meeting, a portion of our time may doubtless be profitably devoted to its consideration. We have, especially of late, observed that the subject is one frequently debated beyond the precincts of legal circles. My object will be, within the compass of the few minutes devoted to this paper, to say a few words in favour of the law of primogeniture.

If any law be entitled to respect by reason of its antiquity, and also for having contributed to the general prosperity and dignity of a country, it appears to me that our law regulating the descent of real property is fully entitled to our greatest respect.

In Blackstone's chapter of Title by Descent we read as follows:

"This right of primogeniture in males seems antiently to have only obtained among the Jews, in whose constitution the eldest son had a double portion of the inheritance, in the same manner as with us, by the laws of King Henry the First, the eldest son had the capital fee or principal feud of his father's possessions and no other preeminence; and as the eldest daughter had afterwards the principal mansion when the estate descended in coparcenary. The Greeks, the Romans, the Britons, the Saxons, and even originally the Feudists, divided the lands equally, some among all the children at large, some among the males only. But when the emperors began to create honorary feuds or titles of nobility, it was found necessary, in order to preserve their dignity, to make them impartible, or, as they styled them, *feuda individua*, and in consequence descendible to the eldest son alone. This example was further enforced by the inconveniences that attended the splitting of estates—namely, the division of the military services, the multitude of infant tenants incapable of performing any duty; the consequential weakening of the strength of the kingdom; and the inducing younger sons to take up with relative easiness and idleness of a country life, instead of being serviceable to themselves and the public by engaging in mercantile, in military, in civil, or in ecclesiastical employments. These reasons occasioned an almost total change in the method of feudal inheritances abroad, so that the eldest males began universally to succeed to the whole of the lands, in all military tenures; and in this condition the feudal constitution was established in England by William the Conqueror.

Yet we find that socage estates frequently descended to all the sons equally, so lately as when Glanville wrote in the Reign of Henry the Second; and it is mentioned in the *Mirror*, as a part of our antient constitution, that the knight's fees should descend to the eldest son, and socage fees should be partible among the male children. However, in Henry the Third's time we find by Bracton, that socage lands, in imitation of lands in chivalry, had almost entirely fallen into the right of succession by primogeniture, as the law now stands, except in Kent, where they gloried in the preservation of their antient gavel-kind tenure, of which a principal branch was the joint inheritance of all the sons, and, except in some particular manors and townships, where their local customs continued the descent, sometimes to the youngest son only, or in other more singular modes of succession."

The black letter book entitled "The Dyaloges in Englishe betweene a Doctour of Divinitie and a student in the Lawes of England," says (in modernised spelling), "The eldest son shall have and enjoy his father's lands at the common law in conscience as he shall in the law. And in Borough English the younger son shall enjoy the inheritance, and that in conscience. And in Gavelkind all the sons shall inherit the land, together as daughters at the common law, and that in conscience. And there can be none other cause assigned why conscience in the first case is with the eldest brother, and in the second with the younger brother, and in the third case with all the brethren. But because the law of England, by reason of divers customs doth sometime give the land wholly to the eldest son, sometime to the youngest, and sometime to all."

It appears to be rather singular that the military condition of the country in early time produced a system of tenure, which many centuries later became admirably adapted to our social condition, even long after the abolition of the ancient military tenure.

In early time, no doubt the eldest son succeeded to the whole estate, leaving the widow and the younger children totally unprovided for. This is primogeniture pure and simple.

But this state of things was too unsophisticated to last for any great length of time. It would soon become a necessity to make some provision for the widow and the younger children. Then gradually progressed the system of conveyancing, and the settlement and entail of estates, and these are so interwoven in our law of primogeniture that they have become an integral part of it, and cannot very conveniently be separated from it.

The French consider our law one of great hardship, they seem to overflow with pity for our poor younger children, and with all our national honour, and the position and wealth we have acquired, they consider we have failed in discharging one of the grand rules of parental duty. In this they are in error, but presuming that they were right, it is quite clear that we should hardly apply to France to teach us this one out of many lessons we may have yet to learn.

Were that country to make inquiry they would soon ascertain that we were more just than they had given us credit for. And that coupled with our provision for the first-born, we granted incomes for widows and maintenance for younger children out of estates supposed to be laid hold of by eldest sons perfectly free and unfettered.

Now, as to the alleged hardship of primogeniture, we are all acquainted with the usual provisions contained in a family settlement of considerable landed estate—viz., an

* A paper read at the Metropolitan and Provincial Law Association meeting on the 19th October, 1869, by Mr. Grayston.

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annuity to the wife commonly called pin-money, then a jointure annuity to her in case she be left a widow, and subject thereto a trust to raise a sum of money (regulated by the value of the estate) for younger children's portions, male and female; then a limitation to the first and other sons in tail male, remainder to the daughters in tail general, and in default of issue to the settlor in fee. This apparently complicated legal web may be easily broken through by the aid of an Act passed in 1834, whereby the tenant in tail, with the consent of the protector of the settlement, may by an enrolled assurance at once bar the entail and deal with the property in any way they may think fit. Thus in reality the so-called hardship does not extend beyond an idea.

It is to be observed that the question as to the abolition of our law of primogeniture is principally confined to a class of agitators who wish the change ostensibly for parties whom they consider to be dealt with unjustly by the law, but really to break down the power of the aristocracy; one of their favourite arguments being a fallacious one—viz., that the eldest son having succeeded to the estate, the younger children are all thrown upon the country to be maintained by the taxation of the people. Thus the cause obtains sympathy, and after frequent agitation it may perhaps be raised to the dignity of a great public question. It appears that (*inter alia*) the lawyers ought to make a firm stand against any encroachment upon our present law, for, primogeniture being abolished, the laws regulating the settlement and entail of estates would not be expected long to survive. The splitting up of land into infinitesimal portions might increase the number of small conveyances, but it is to be hoped that the lawyers as a body would not barter the dignity of the country for pecuniary gain.

The principal argument for the abolition of the law is that the present system is mainly adapted for keeping up the social position of a few great families, and that the effect thereof is so pernicious that capital is kept away from the soil, and it is therefore neither properly cultivated nor improved. The latter part of this argument is not true, and to give but an outline of the improvements in agriculture within the last twenty-five years would form the subject of a very long lecture. Drainage operations have been carried on most generally and extensively, and the application of steam and improved machinery to farms is a marvel to the cultivator of a bygone generation.

A visit to an agricultural show is quite sufficient to convince anyone that capital is by no means kept away from the soil. As to the objection that the present system keeps up the position of a few great families. Well, suppose this to be so—it is not stated by any of the opponents of the law that those families, or the heads of them, exercise their position tyrannically or in any way unjustly.

Countries with their intense desire for change (France for instance) which in the fifty-nine years prior to 1849 had not less than two and twenty resolutions and constitutions swept away—the law to which we have so long and firmly adhered—for it is one that if parted with can not easily be recovered. Our property law springing from a barbarous age, and progressing step by step through the days of the Saxons, passing the Norman Conquest, and receiving the successive improvements of more enlightened times, now appears in our own day as one of the great social bulwarks of liberty the framers of our constitution have been careful to preserve. Having thus received it in so good a state let us endeavour to hand it down to posterity in the same condition, and not as the faded emblem of former greatness.

The advocates of the abolition of our succession law make their demand upon the principle of justice to the younger children, but they fail to show that the persons in whose behalf they are so zealous have asked for any change in the law. It may be said that no matter what laws we enact the main classes of society are so firmly fixed that they cannot be moved, and that the affairs of the country will go on quite as well as heretofore. Do not let us be too sure of that. The acts and deeds of the great families of our land are before us, and we feel confidence in their future proceedings. Presuming them, however, to decline and fall, to what body or class of men could we trust the power wielded by the race we were parties to destroy? One of the effects of a change in the law is predicted as a very beneficial one—viz., a reduction in the size of farms—a return to the imaginary days described by the poet "when every rood of ground maintained its man"—but anyone of the least practical skill in farming knows full well, that a man can do no good either to himself or his landlord in attempting to farm less than a certain prescribed number of acres.

That very small farms bode no good to anyone is now a maxim, but not one of our most recent, as appears on the high authority of Arthur Young, one of the most distinguished farmers and writers on farming in the reign of Geo. III. He carefully examined all our counties north and south, and, alluding in particular to Norfolk, "Great farms, said he, have been the soul of the Norfolk culture; split them into tenures of £100 a-year and you will find nothing in the whole county but beggars and weeds."

Our law of primogeniture, originally springing from custom, has become so consolidated and interwoven in the constitution of the country that any material interference with it would alter the balance of power in the various classes of society, and destroy the results of the legislation of centuries; it cannot be for the benefit of the community to destroy or materially weaken the power of the great country party, of whom we feel so proud, and from whom mainly spring our members of Parliament, justices of the peace, clergy, officers of the army, and naval commanders, eminent writers, and also the heroic race of men who have carried the English name and fame to the remotest regions of the earth, who have established colonies, and given us the Indian empire.

We have yet to learn why our landed aristocracy should summarily be called upon to surrender their position; they enjoy no special privileges beyond the rest of the community; in every respect they cheerfully submit to equal laws and an equal taxation.

The great landed proprietors of our country are in fact the true friends of the people, and in any great commercial or other national public calamity they are the first to give freely both time and money to the alleviation of distress. They lead subscriptions in aid of our charitable and benevolent institutions. They fill honorary and other positions which often require much time, labour, and ability in their local organisation and sustainment, also as justices of the peace they discharge efficiently the duties of their office, and in all respects they exhibit a good example to the rest of the community.

Our ancient and most respectable law is attacked mainly because it is peculiar to England. If we have a peculiarity which is a superiority, may it not be well entitled to our support. Some persons have been pleased to dwell upon the subject of our national decadence, and they have pointed to the fallen splendour of Greece and Rome, and predicted that what has happened to those once celebrated countries will in like manner happen to us. If, however, we are not able to claim any special immunity from the accidents of other nations let us strive to keep off as long as possible the visitations of national evil, and as one of the means to that end let us endeavour to prevent the introduction of a law, demanded by no public or private exigency.

In a neighbouring country we have the advantage of knowing something about the operation of the law which certain parties are anxious to see introduced, and, although there may be some institutions which might be advantageously imported here from that country, still it is by no means perfectly clear that the law of real property can be included in the number.

It has been stated that the law of equal succession in France has been most injurious. It has caused great subdivision of property, kept agriculture back at a state of semi-barbarism, and produced a large population of agricultural paupers, discontented and miserable.

The law has signally failed in producing any one of the social advantages which its framers predicted and their dupes anticipated. The peasant proprietors, in the place of being independent and contented are, the immense majority of them, wretchedly poor and hopelessly involved in debt.

It was said that this equal succession law, by giving a large proportion of the population a stake in the country, would be a security against revolution and war. Of revolution it is quite needless to speak. And as to war, the multitudes of peasant proprietors would gladly abandon their petty holdings at the first blast of the trumpet, exchanging a life of monotonous penury for the excitement of the field and the comparative comfort of the camp.

Considered in a general point of view, the French law of succession seems to have all the disadvantages of perpetua entails with none of their advantages. By interfering so

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much with the disposal of a man's property it weakens the motives to accumulation, while, by rendering the children in great measure independent, it weakens the parental authority; the children of those who have any property are aware, from their earliest years, that, whether they deserve it or not, it must be parcelled out amongst them. And can anyone doubt that this certainly contributes to paralyse their efforts, and render them less enterprising and less dutiful than they would have been had their condition depended principally on themselves, and they had known they had no claim other than their own deserts on their parents?

Much more to the same purport might be quoted, but this will suffice.

There is a great weight of legal authority in favour of our law, but a short paragraph from the first Report of the Real Property Commissioners is commended to the attention of all parties of the opposition: it is this—"The owner of the soil is, we think, invested with exactly the dominion and power of disposition over it required for the public good, and landed property in England is admirably made to answer all the purposes to which it is applicable. A testamentary power is given which stimulates industry and encourages accumulation, and, while capricious limitations are restrained, property is allowed to be moulded according to the circumstances and wants of every family."

It is a subject of great congratulation to know that high praise was accorded to our law by a Frenchman named Cottu, who occupied a high legal position in his own country, and was in 1820 sent over by the French Government to observe and report upon the working of some of our laws. He paid particular attention to our law of primogeniture and to our criminal law, and that he might gain a practical knowledge of those subjects, he went the Northern Circuit, and formed the friendship of the leading counsel from whom, as well as the judges, he received all the attention and assistance he required, the result of his observations was published in a work entitled "The administration of Criminal Justice in England, and the Spirit of the English Government," from which the following extracts are made—after mentioning his esteem of the English he proceeds:—

"This esteem has been the result of my strong conviction that this people has carried further than any other the science of true liberty, and the social virtues necessary for its maintenance.

"Land is not equally divided in England as it is in France amongst all the children of a family. Most of the large estates are entailed, and in all classes of society, from the lord down to the most humble citizen, the law gives to the eldest son all the real estate of an inheritance, and does not divide it amongst the other children as in the case of personal estate. Truly the law grants to the parents the unlimited power of disposing of the whole of their lands, just as they may think fit, but it is very seldom they practice this right of equalising the division, and although it may be difficult to measure in a precise manner the portion of the younger sons, still it is always much inferior to that of the eldest son.

"Thus the customs of the nation, far from being in contradiction to the law are on the contrary conformable to its spirit; and in every family, the principle of the inequality of the division of the granting to the eldest son almost the whole of the real property is irrevocably perpetuated.

"This law and these customs are fertile in great results, the most important of all is the attachment of each family not only to its property, but even still more to the district in which it is situated, and this attachment becomes sometimes a sentiment so lively, and, so to speak, so religious, that there exist a large number of estates belonging to the same families from the time of the Conquest. Each is anxious to adorn and improve his estate which he knows is to descend to his latest posterity. Thus there are no country seats presenting so delightful a prospect as those of England. All have parks maintained with the greatest care, and animated by the lively movements of a multitude of domestic animals who graze at liberty. Each proprietor takes the same care of his garden as he does of his house, and would be ashamed if a stranger saw it in a slovenly condition. The eye of the master has always the same watchfulness, because the master never becomes obsolete. When age begins to cause him to be indifferent to the attractions of this world and to the pleasures conferred by his property, and when his earthly career closes, he is replaced by his eldest son, whose youth attaches him close to the world, and who called to the next possession of the family estate, displays in its administration a vigilance still more active and complete than that of his father.

"It is not, however, solely to this order of succession that we must attribute the habits of the English in passing on their estates the greatest part of the year, since in the provinces of France where this same order of succession was formerly established, the owners were not less in the habit of shutting themselves up in the towns, and of there establishing the principal seat of their affairs. This custom is likewise the result of all their municipal institutions, which confers upon the principal residents in each county, not only the almost total administration of the district, but also the establishment, the apportionment and employment of a large part of the taxes, the maintenance of public peace, and the administration of justice.

"The English nobility has then that in particular, the titles and prerogatives it enjoys belonging to her, less as a patrimony and family property, but more as a kind of concession granted to it by the nation for the general good, and with the only desire of creating a worthy power, as much against the excesses of the democratic spirit as against the encroachments of arbitrary power.

"Let us associate with, let us study the English, if we wish to learn liberty, and we shall soon come to the conclusion of being delighted with them."

LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting held at the Hall of the Incorporated Law Society in Chancery-lane on Thursday, the 3rd inst., the following directors being present, Mr. Desborough (Chairman), Mr. Harding, Mr. Bennett, Mr. Few, Mr. Burton, Mr. Collisson, Mr. Hedger, Mr. Kelly, Mr. Nisbet, Mr. Rackham, Mr. Roberts, Mr. Sawtell, Mr. Sidney Smith, Mr. Tylee, Mr. Whyte, and Mr. Boodle (Secretary), the business of the society was transacted, and two new members were elected.

LAW STUDENTS DEBATING SOCIETY.

At a meeting of the society held on the 8th inst, Mr. Herbert in the chair, the following question was discussed. "A., a member of a limited company, is adjudicated bankrupt, and shortly afterwards a petition is presented against the company, under which it is ordered to be wound up. Is A. liable to be made a contributory in respect of his shares not fully paid up, the assignee not having elected to take the shares?" Mr. Groves opened the debate in the affirmative, and he was followed by thirteen other speakers. Upon the question being put to the society the votes of the members present were equal on either side, but the chairman gave his casting vote in favour of the affirmative. The number of members present was twenty-four.

[The Lords Justices decided in *Hastie's case* (17 W. R. 302), affirming the Master of the Rolls, that where the bankruptcy precedes the winding-up and the assignee repudiates the shares, which remain in the bankrupt's name, he is liable for the future calls. *Secus* if the winding up preceded the bankruptcy (*Morton's case* 17 W. R. 606.) Ed. S. J.]

LAW LIFE ASSURANCE SOCIETY.

The forty-sixth annual general meeting of the proprietors of this society, was held on the 2nd inst. Francis Thomas Bircham, Esq., occupied the chair.

Mr. GRIFFITH DAVIES, the actuary, having read the report of the directors,

The CHAIRMAN moved that the report be received and adopted, and observed that the chair in that society fell to the directors in rotation, and consequently the humblest amongst them, when his turn came, drifted into his occupancy. He was surprised that a like course was not adopted in other societies, as it gave to each of the directors an opportunity of not being behind his colleagues in his knowledge of the affairs of the Society when it came to his turn to preside. It was more interesting to shareholders on such occasions to be informed of the amount of dividend to be declared, and it would be satisfactory to them to know that they were going to receive the same dividend they had done during the present quinquennial period, and the same bonus

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as during the last two years. It amounted to 72s. per share, and when they recollected that only £10 had been paid upon each share this would be at the rate of 36 per cent. Altogether there would, on the present occasion, be a dividend of 75 per cent. It was interesting to observe how the balance of the assurance fund shewed in comparison with that of last year. At the end of the first of the quinquennial period the balance was £4,340,209, while at the end of 1869 it was £4,586,873, being an increase of £246,564, and which shewed to all that the quinquennial period had been a satisfactory one. It might be considered that, with £246,000 of the assurance fund, other items might be brought to shew that this was not all that was necessary on which to found an inference of prosperity. It might be thought that the claims were less than the ordinary average during the last five years; but when they looked at the facts they would see this was not the case. During the quinquennial period now ending the claims had reached an average of £369,934, while, during the quinquennial period ending 1864, they had been £342,500. To the end of 1869, however, the claims paid were above the average, being £391,380. So by a number of young lives falling in, and old ones standing over, the increment was aggravated by that rather than by any other cause. But it would be seen that there was nothing to shew that it interfered with the increment of £246,000. At the end of the quinquennial period of 1864 the figures were also £246,000; it was a curious and interesting fact, and shewed that they were able to carry over to the guarantee fund, and divide among the shareholders a good amount of profits. There were other matters to which he would refer, which during the autumn of the past year, had been brought under notice by public discussion in the press upon Life Assurance, and many valuable comments had been made upon the subject. In the *Globe* newspaper a table had appeared which entitled the proprietors of that journal to the gratitude of the assurance world. It brought together facts showing what was being done in the principal assurance offices. One column showed the amount of accumulated funds of each society—of which he believed there were about sixty—and in that table it was set forth that the accumulated capital of the Law Life was five and a quarter millions; and none of the other offices came up to that. He thought that would be nothing in itself if the liabilities of their society were greater than those of other offices, but the table showed that the liabilities of other offices were much in excess of those of the Law Life, so their liabilities and accumulated funds stood in happy juxtaposition in that table. Another test in that paper was that it seemed to affect the actuarial mind favourably if the reserve fund made a large multiple of the income; and, taking it for what it was worth, that office stood in the first three—that was their reserve fund was a greater multiple of premium income than any of the other offices except two in that table. But a more important item was the rate of the expense of conducting the business of their society; and it was with greater satisfaction that he referred to this table as an independent source. They found that their expenses were 7¾ per cent. upon the premium income, while in other offices the expense was double that, and more than one treble. The table showed that the expenses of the Law Life for management was the lowest of the commission paying offices, and as low, after taking off the commission, as any of the non-commission paying offices. Including commission their cost of management was 7¼ per cent., and excluding commission 3¼ per cent., the cost of management on the total income being 4 per cent. They made out most elaborate calculations at the time of ascertaining the quinquennial bonus, and obtaining information respecting their liabilities which they were not prepared to give in August or any odd time, and therefore, not being able to give it accurately, they did not give it all; but when the calculations which were going on in the office were completed he believed they would come out as favourable or more favourable than any shown in this table. Some offices gave examples of the business in each particular class, the respective ages, the number of lives assured, other particulars, and to the public it supplied the only information worth having, and an opportunity of seeing how far an office was solvent, and which was likely to give a greater bonus to the assured; and he hoped his colleagues would endeavour to give as much information as they possibly could in that way when the bonus calculations are completed. When the proprietors found the large amounts which were standing to the credit of the society, he hoped they would believe that they had satisfactory security upon their investments. Their securities were within a few yards of that place, at Messrs. Hoare & Company's, over the way, and were regularly overhauled before occasions like the present. The Chairman then compared the new premiums income of 1868 with that of 1869, and said that the new policies in 1868 were 173 in number, with new premiums of something under £10,000; while in 1869 the number was 238, or 65 in excess, the new premium income secured by them being, in round numbers, £15,800; but which contained commuted premiums, or sums paid in a lump, at once and for all, to the extent of £3,700, so that the new premiums annually recurrent will be £12,000, which showed the new premium income to be satisfactory. The policies which came into the office were mainly due to the exertions of the directors. He did not say the proprietors were to blame if he did not distinguish as many coming in from the general body of the proprietors. He would ask any proprietor if in any other concern he could obtain more than 36 per cent. upon the paid-up part of his capital, and whether it would not be best to send policies to the Law Life, and pay himself a good percentage? It was to the interest of the proprietors to do so, but more so to the policyholders, when they considered that four-fifths of the profits were given back to them. It had been objected, when he had spoken to persons on the subject, that the Law Life was not a mutual office, but his answer always was that four-fifths of the profits of that office were better than five-fifths of the profits in some other offices, and he invariably found it a good argument where applied.

Mr. C. R. Turner (Master of the Court of Queen's Bench), seconded the resolution, remarking that after the observations which had fallen from their Chairman it would be absurd for them to add anything.

A Proprietor called attention to one advertisement issued by the society, giving the subscribed capital, total assets, &c., the form of which he considered calculated to mislead, and suggesting an alteration.

Another Proprietor said he was satisfied that the directors were doing everything upon a correct principle, but he would ask, with interest accrued to the amount of £41,000, what advantage there was in holding back annually about £5,000 from the sum divided? As they were now upon the eve of the fifth quinquennial period, he would ask that in future the surplus of £5,000 might vanish.

A third gentleman required some information respecting the Connemara and Mayo estates, instancing the present unsettled state of Ireland, and the fact that the value of these estates did not appear in any way to be depreciated.

The Chairman, in reply, said that all the items, with the exception of those relating to the Connemara estates, were the subject of actuarial valuation, and were stated in the report at the amounts shown in the books, and were within or under the amounts at which they might be realised. As to the sum of £5,000 being retained from the dividend, and not being exhausted, he could only say that the directors were always anxious, when they promised a dividend, to be sure of maintaining it, and endeavoured to be within the mark; but the money withheld was the property of the proprietors. The suggestion should, however, receive the consideration of the Board of Directors, as would also the subject of the advertisement.

The report and statement of accounts were then received and adopted, and the proceedings terminated.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 13th, and Thursday, the 14th July, 1870, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books,

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in which candidates will be examined in the subjects numbered 9 at the Examination on the 13th and 14th July, 1870:—

In Latin . . . Sallust, Jugurtha; or, Horace, Odes, Book III.
In Greek . . . Euripides, Hecuba.
In Modern Greek Βιντοτῆς 'Ιστορία τῆς 'Αμερικῆς βιβλίον ζ'.
In French . . . Fénélon, Les Aventures de Télémaque, Liv. I.—XII.; or, Voltaire:—1. La mort de César, and 2. Brutus.
In German . . . Goëthe, Aus meinem Leben, Vol. 1, Books I. II. III.; or, Schiller, Turandot.
In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or, Moratin, El Si de las Ninas.
In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Monday, February 14, class A; Tuesday, February 15, class B; Wednesday, February 16, class C—4.30 to 6 p.m.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, February 18—Lecture, 6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Sittings after Hilary Term, 1870.

Before the Lord Chancellor and Lord Justice Giffard.

Appeals.

1869.

Giffard v Williams pt hd (S.—Dec. 10)
Preston v Preston (R.—Dec. 11)
Hood v North-Eastern Ry. Co. (J.—Dec. 15)
Sharp v St. Sauveur appl. of defendants Loveday and Ors. (S.—Dec. 23)
Same v Same appl. of Baron De St. Sauveur (S.—Dec 23)
Same v Same appl. of defendant W. L. Loveday (S.—Dec. 23)
Ewing v Graveley (R.—Jan. 11)
Machin v Darwin (M.—Dec 29)
Smith v Smith (M.—Jan. 11)
Colman v Pearce (R.—Jan. 12)
The Agra Bank (Limited) v Gillespie (R.—Jan. 14)
Tosswill v Gillman (S.—Jan. 21)
Walters v Webb (M.—Jan. 24)
Powell v Elliot, Elliot v Powell J.—Jan. 24)
Wilkinson v Castle (S.—June 6, 1868), Castle v Wilkinson m d (by order)
Atherton v British Nation Life Assurance Association (R.—Feb. 2)
Allen v Bonnett (M.—Feb. 2)

Before the Master of the Rolls.

Causes, &c.

Ormerod v Rostron f c (not before May 31)
Atherley v. The Isle of Wight Ry. Co. and City Bank m d (March 1)
The London & South Western Ry. Co. v Pullein m d, witnesses before examiner
Boyd v Petrie c, wit, pt hd (Feb 14)
Clarke v Tanner. c, wit (day to be fixed)
Tulk v Tabberner m d (not before April 15)
Lloyd v Thomas. m d, witnesses before examiner
Warrick v The Provost, &c., of Queen's College, Oxford. c, wit (Feb. 11)
Thomson v Anderson. c, wit (S. O.)
Weston v Weston. m d (not before March 1)
Jarratt v Aldham. c, wit (not before Feb. 9)
Turrell v Hocking. f c (Feb. 22)
Edmonds v Ramsey m d (Mar. 29)
Groome v Groome m d (not before Feb. 28)
Burton v Farrar m d (April 15)
Withers v Rogers m d (S. O.)
Cooper v Hall m d, pt hd (Feb 17—after motions)
Mountford v Keene m d (abated)
Swainson v Eskell m d (S.O.)
Bloxam v Rogers f c (Feb. 9)
Jegon v Vivian c, wit (Feb. 23)
Cunningham v Moojen m d (Feb. 9.)
Jones v Nokes c, wit, pt hd (Feb 8).
Martin v Martin m d (Feb. 21)
Bear v Drake c
Ffolkes, Bart, v Gurney f c
Kerby v Kendrick f c (short)
Fisher v Gilpin f c (S. O.)

Causes transferred from the Book of V. C. Malins.

Symes v Hughes c (S. O.)
Chadwick v Chadwick c, set down at request of defts
Ames v Colnaghi c
Phillips v Furber m d
Richardson v Whatman c (Feb. 21)
Smith v Blakesley m d
Beyfus v Cox m d
Fisher v Pease m d
Johnson v Stone m d
The City Discount Co. Limited and Reduced v Stevens c
End of transfer from V. C. Malins.

Causes transferred from the Book of V. C. James.

Emmott v Booth. m d
Davies v Davies. m d
Hopgood v Parkin. c (Feb. 22)
Hiatt v Hillman c
Upperton v Nickolson m d
Swift v Wenman m d
Graham v Teall. m d
The Company of Proprietors of the Grand Junction Canal v Shugar. m d
Carpmael v Carvell. m d
Smith v Fisher. c
The Bombay, Baroda & Central India Ry. Co. v The Metropolitan Ry. Co. m d
McCracken v Forbes. m d
Morgan v Morgan. m d
Peacock v Eastland. m d
Lawson v The National Savings Bank Association (Limited). c, wit (S. O.)
Purnell v The National Savings Bank Association (Limited). c, wit (S. O.)
Simms v Fox c (not before March 1)
Price v The Metropolitan Ry. Co. m d
Railton v Walter m d
Tufnell v Caton c (short)
Bryan v Powell m d
Goldschmidt v Jones m d
The City Offices Co. (Limited) v Watts m d
The National Savings Bank Association (Limited) v Purnell c (S. O.)
Oliver v Edwards c
MacHenry v Davies m d
Molesworth, Bart., v Molesworth m d
Ralfs v Woolby m d
Fox v Scutts m d
Holland v Pickering m d (Feb. 19)
South v South m d
Guy v Johnson m d
Beckett, Bart., v The Mayor, Aldermen, and Burgesses of the Borough of Leeds m d
Besly v Dayman m d
Cornish v Crosthwaite m d
Iggulden v Brockwell c
Salter v Cox c, wit (day to be fixed)
Trafford v The Peterborough, Wisbeach, & Sutton Ry. Co. m d
Slater v Wasney m d
Bulpett v Sturges c
Lea v Anderton c
Saunders v Gilbertson c, evidence viva voce at hearing (day to be fixed)
Packe v Reading c, wit (day to be fixed)
Adnutt v Sutton m d
Bridger v The Vestry of St. Giles, Camberwell m d
Hatton v Wicks m d
Small v The Metropolitan Ry. Co. m d
Wicks v Hatton c, wit (day to be fixed)
Watts v Kilson m d
End of transfer from V. C. James.

Alexander v Mills m d
Robins v Wilson m d
Chapman v The London & North Western Ry. Co. m d (Feb. 11)
Ibbetson v May m d
Coster v West f c
Rapson v Rapson f c & sumns. to vary certificate
Stevenson v Marriott f c & sumns. to vary certificate
Upsher v Martin f c
Fox v Beaumont c (not before Feb. 25)
Lee v Rumsey c (not before Feb. 25)
Attorney-General v Daugars f c
Naylor v Smith f c
Bell v Mitchell f c
Hargrave v Kettlewell f c
Thomas v Thomas f c (Feb. 11)
The London & South Western Bank (Limited) v Trickett m d (short)
Ship v Crosskill c
Johnson v Hookham f c (Feb. 12)
Cheesman v Price, Price v Cheesman f c & sums. to vary (Feb. 14)
The United States of America v Blakeley m d (not before Feb. 14)
The London & South Western Bank (Limited) v Fraser c (not before March 3)
Drewett v Withers c (not before March 4)
Cooper v Cooper m d (short)
Smith v Baynes f c (not before Feb. 16)
Lansdell v Baker f c (short)
Jeston v Key m d (short)
Bower v Bower m d (not before Feb. 19)
Mason v Birkbeck f c (not before Feb. 19)
Rowley v Lofft f c (not before Feb. 21)
Lloyd v Temple f c (short)

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Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Goodman v Scholefield f c (Feb. 11)
Collier v Collier f c (Feb. 15)
Isaacson v Harwood. f c & sums (second cause day)
Lewis v Davies. m d, pt hd
Brigstocke v The Isle of Wight Ry. Co. m d
Crook v Corporation of Seaford m d (March 1)
Isitt v Lockwood c, wit (second cause day)
Willoughby v Storer. f c
Miller v Cook. m d, pt hd
Hiron v Bartleet m d, pt hd (after second seal)
Beckwith v Beckwith. m d
Noble v London & South Western Bank (Limited) c, wit
Wilson v Cobley. sp c
Richards v French. c, wit
Budd v Fox. m d
Wells v Carr. 1869—W—81 m d
Wells v Carr. 1869—W—125 m d
Wells v Carr. 1869—W—160 m d
Cooper v Cooper f c
Michell v Wilton f c
Beard v Tansley f c
Sheppard v Hibberd c
Evans v Haigh c
Langley v Browne f c (1868.—L.—187)
Langley v Browne f c (1868.—L.—188)
Smith v Frankish f c
Hibberd v Sheppard c
Habgood v Longden f c
Croker v Mevins c
Stone v Stone f c
Dufour v Kearns m d
Barden v Brook f c
Boreham v Hall m d
Pain v Young f c
Stansfield v Barker m d
Harden v Spilsted f c
Lamb v Lamb m d
Gibbs v Ross m d
Stephens v Richards m d
Gardiner v Mackenzie f c (short)
Philipe v Simmons m d
Cohen v Cohen f c
Fordham v Brown m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Chetham v Hoare demr of defendant P. R. Hoare
Chetham v Hoare demr of defendants S. W. and H. A. Clowes
Parker v Walter demr
The International Bank (Limited) v Gladstone m d, wit (not before March 1)
Hubbard v Boughey, Bart, c (Easter Term)
Spiller v Spiller m d
Shaw v Wilson m d
Earl Beauchamp v Winn c, wit (day to be fixed)
Holden v Hart m d, pt hd
Gillett v Gane f c & sums to vary and petn. (Feb. 14)
Stevenson v Barugh m d (Feb. 14)
Ormerod v The Northern Railway of Buenos Ayres m d, set down at request of deft. Co., witnesses before examiner
Wood v Green c, wit (day to be fixed)
Hodges Distillery Co. (Limited) v Doulton c, wit (Feb. 14)
Attorney-General v Gee. c, wit (day to be fixed)
Palmer v Perry f c
The Imperial Mercantile Credit Association (Limited) v Coleman m d, pt hd
Scotson v Robinson m d
Campbell v The Mayor, &c., of Liverpool m d
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (April 26)
Hargreaves v Gledhill. c, wit (Feb. 9)
Sharp v Longford. c
Hallward v Cordery. m d
Chubb v Stretch. m d
Shaw v Shaw. c
Bowen v Bradley. c
Hazell v Barker. m d
Denny v Hancock. m d
Cooper v Burchmore. m d
Wildes v Dudlow. c
Cooper v Williams c, wit (Feb. 16)
Suthers v Jubb. m d
Goddard v Shaw. f c
Mallinson v Siddle. m d
Portway v Glasscock. m d
Carrow v Ferrior. c, set down at request of dft.
Alexander v Gage. m d
Trevelyan v Attorney-Gen. c (not before Feb. 28)
Denison v Tattersall, Denison v Cropper. f c and pet, and sum to vary
Kellock v Dansey. m d
Nixey v Roffey. c (abated)
Skelton v Ealand. m d
Waterlow v Burt. f c and 2 sums. to vary
Page v Ward. c, wit (day to be fixed)
Toynbee v Humphries. m d
Dawson v Cropper. f c
Leaver v Sinclair. m d
Painter v Turner. m d
Thomas v Aaron. m d
Wildes v Capel. c
Muggeridge v Adams. f c and mtn to vary cert
Wren v Greening. m d
Brown v Macnicol. m d
Lockitt v Lockitt. m d
Vaughan v The Metropolitan Ry. Co. m d
Rowley v Woodhead. m d
Pillinger v The Metropolitan Ry. Co. m d
Richardson v Younge. c
Barton v Beckett. c, wit (day to be fixed)
Caldecott v Perrin. m d
Gibbes v Pengilley. m d
Tyrrell v Leeson. c, wit (day to be fixed)
Boss v Hopkinson. m d
Reynolds v Stanley. f c
Humphreys v Clark. f c
The Edinburgh Life Assurance Co. v Stanley m d
Mawdsley v Mawdsley f c
Spence v Woolhouse m d
Watkins v Matthews f c
Hall v Lietch sp c
Heath v The Metropolitan Ry. Co. m d
Smart v The Metropolitan Ry. Co. m d
Levinstein v Wenham c, evidence viva voce at hearing (day to be fixed)
Steer v Abbatt f c
Caldwell v Cresswell c
Attorney-General v Murray, Olver v Murray f c
Ingham v Greville m d
Gibbon v Fry c
De Witte v Denne c
Blease v The Warrington Wire Rope Co. (Limited) c, wit (day to be fixed)
Hawkins v Allen m d
Webb v Hughes m d
Hichens v Millett m d
In re Adams's Estate, Adams v Adams f c
Huntley v Peacock m d (short)
Row v Row f c
Milgrove v The Metropolitan Ry. Co. c
Becher v Poole m d
Thomas v Thomas m d
Lambe v Eames c
Walsh v Parke m d (short)
Bowen v Cobb c
Engelhart v Philip m d
Coxwell v Cresswell f c
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Rollings v Rollings m d
Young v Druce m d
Vaughan v Baldwin f c
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d
Champness v Roberts m d

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Pears v Laing m d (Easter Term)
Stamp v Anderson c (not before Feb. 22)
Anderson v Stamp c
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (Feb. 15)
Cousens v Cousens m d, witnesses before examiner
Clavering v Everett c (S.O.)
Oakey v Sennett m d (not before March 14)
The Grover & Baker Sewing Machine Co. v Wilson m d
Bankart v Tennant m d (not before Feb. 21)
The West of England Brewery Co. (Limited) v Ross c, wit (day to be fixed)
Trimingham v Maud m d (S.O.)
Reynolds v Reynolds m d (Feb. 9)
Jackson v Crick f c (Feb. 10)
Gwyn v Edwardes m d (S.O.)
Alcock v Gill c (abated)
McCraw v Jones m d, wit before special examiner
Baylis v Howard c (Feb. 14)
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before Feb. 25)
Whitehouse v Cross m d (not before Feb. 11)
The Attorney-General v The Mercers' Co. c (Feb. 10)
Goold v Goold f c (Trinity Term)
Bibby v Dicconson c (not before Feb. 15)
Carter v Holt f c (S.O.)
Atherstone v Gray f c (Feb. 9)
Edmondson v Kilshaw f c (defective)
Rotch v French f c
Davies v Hughes sp c
Croukshaw v Barnes c (Feb. 9)
Thomson v Simpson m d (not before Feb. 9)
Habergham v Ridehalgh f c
The Dyers Co. v King m d
James v Northmore f c (not before Feb. 14)
Thomas v Martin sp c
Bush v Gipps f c
Morris v Wright m d (not before Feb. 11)
Boyce v Hill m d
Yerbury v Sidey c
Ecke v Simson m d
Ali v Forrester m d
Dudman v Shirreff f c (not before Feb. 28)
Holmes v Skinner f c
Martin v Harding c
Tanner v Phillips m d
Thackeray v Stephen f c (not before Feb. 15)
Corbett v Hill m d
Caldwell v Feilowes sp c (Feb. 12)
Viol v Fisher m d
Marsden v Harrison m d
Ashby v Forster f c
Ives v Dodgson sp c (Feb. 17)
Rudge v The Union Bank of London m d
Tennant v Trenchard f c & sums to vary
Cooke v Cooke m d (not before Feb. 19)
Tomlinson v Wall f c
Rivero v Norris m d
Emmerson v Eddon f c
Porter v Edenden f c
Ellison v Haywood f c
Hoffman v Valle m d (short)
Snow v Teed f c
Dean v Bennett m d
Adames v Hallett f c
Bell v McTurk m d (short)

The salary of the Town Clerk of Stockton has been advanced to £400 a-year.

The Ohio courts divorced 1,003 couples last year.—*Albany Law Journal.*

Mr. WILLIAM RICHARDS, managing clerk for the firm of Freeth, Browne, and Rawson, solicitors, of Nottingham, died on the 30th January, at the age of sixty-seven years. He was the father of Mr. William Abraham Richards, solicitor, of Nottingham.

SUNDERLAND LAW SOCIETY.—The annual meeting of the attorneys and solicitors of Sunderland forming this society was held on the 29th January, at the Queen's Hotel, Sunderland. Mr. Alderman Ranson, president of the society, in the chair. The reports and accounts of the year showed a good balance in hand, and the society was in such a prosperous state that it was resolved to reduce the rate of subscription. Mr. R. T. Wilkinson, solicitor, was appointed president for the ensuing year, and Messrs J. Kidson and C. Smart members of the committee, to supply the yearly vacancies. In the evening about twenty members sat down to the annual dinner, Mr. Alderman Rose presiding, and Mr. Wilkinson occupying the vice-chair.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 11, 1870.

(*From the Official List of the actual business transacted.*)

¾ per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93½	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 93¼	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '72	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅜
Ditto 5 per Cent., July, '80 111⅜	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	38⅝
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117½
Stock	Do., A Stock*	100	118½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	64
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	44 x d
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	125½
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	51
Stock	Metropolitan	100	79
Stock	Midland	100	121½
Stock	Do., Birmingham and Derby	100	92
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	48
Stock	South-Eastern	100	78
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid on B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	45 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	33 17 6	59 12 6
100000	10 per cent	Law Union	10	9 10 0	0 17 6
20000	5/ 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4/ 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
699220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

The funds opened with a little access of animation, consequent on a belief that the Government sales had ceased. They subsequently relapsed and became dull, and at the last have resumed their brisker tone, with a slight improvement in price. Railway traffic receipts are very favourable this week, in consequence of which the market opened strongly this day and prices advanced. Foreign securities are strong, this market being favourably influenced by the advices from Paris of a strong popular feeling in favour of the Government. The rascalities perpetrated in the matter of the Erie shares appear to continue in full swing; a telegram received in London on Wednesday announces that the transfer books are officially closed, without reason assigned, the reason, of course, being the desire to prevent the registration of the transfers sent out by the English Committee. The *Times* warns its readers that "the next democratic and popular candidate for the Presidency will be the politician by whom Messrs. Gould & Fisk were installed in permanent power." A bill is to be introduced for enabling the dividends on the funds to be paid quarterly, and for consolidating the new £3 per cent. and Reduced £3 per cents. with Consols.

CARRIAGE LICENCES.—The *Times* publishes the following case submitted by a coachbuilder to the Commissioners of Inland Revenue:—

QUESTIONS.

"1. If A. B. goes on January 1, 1870, to Messrs. P. and hires a brougham for six months, and, in addition to the hire, pays £2 2s. for the licence; if on the 1st of July he comes to Messrs. K. and desires to hire a brougham for six months, to December 31, he having returned the brougham to Messrs. P., are Messrs. K. to demand a further sum of £2 2s. in addition to hire, thus making the user pay £4 4s. per annum for his one carriage, or will Messrs. K. be justified in letting their carriage without tax on production of the licence for the year?

2. Is a cipher or monogram painted on a carriage to be considered armorial bearings, and liable to a tax?

3. Coachmakers are often required to let a carriage for one day to accommodate customers who require an extra carriage for one day—say, for a wedding or races, or any occasional use—for which they pay 5s., or at most 7s. 6d., are the coachmakers who are disposed so to accommodate their customers liable for duty, £2 2s., for one day's use?

4. Are the carriages kept by coachmakers for short jobs—say, by month or week—to be subject to the full duty of £2 2s., or, as before, to half the ordinary duty?

5. Some customers having already made their returns, and in error having returned carriages hired of us as their own, and paid duty thereon, are we to return them, or may we accept their excise ticket as satisfactory?

6. Are we bound to give stamped receipts for £2 2s. paid for tax?"

ANSWERS.

"Inland Revenue, Somerset-house, London,
Jan. 29, 1870.

Sir,—I am instructed by the Board to reply as follows to the questions forwarded with your letter of the 15th inst.:—

1. The hirer of a carriage is not liable for the licence duty in respect thereof. The person who lets a carriage is the person required to take out the licence for it; and in the case put by you Messrs. P. would be liable to duty for one carriage, and Messrs. K. for the other. A carriage let and returned may, however, be relet without a fresh licence being taken out for it in the same year.

2. Ciphers and monograms are not armorial bearings within the meaning of the Act.

3 and 4. A licence is required for every carriage let, even for a day, but the licence is available for the carriage for the whole year. The full duty is chargeable in all cases.

5. When the licence for a carriage has been taken out by the hirer in error, you should enter the carriage in your return, and state the name and address of the hirer, when inquiry will be made, and such directions as may be necessary will be given by the Commissioners in the matter, and, pending such inquiry, the Commissioners will not require the duty to be paid by you.

6. Every receipt given by you for a sum amounting to 40s. must be upon a stamp.

I am, Sir, your obedient servant,
W. M. ROSSETTI, Assistant-Secretary."

The Lord Chancellor has been petitioned to give to the Hartlepools the same County Court Admiralty jurisdiction as is at present given to Stockton, and for the county court judge to be allowed to try local bankruptcies there, instead of at Sunderland.

Mr. Thomas Lambert Mears, barrister-at-law, of the Inner Temple, has taken the degree of Doctor of Laws at the University of London. Mr. Mears was educated at King's College, London, and matriculated at the London University in June, 1865. He held the first place at the B.A. examination in 1866, and also at the LL.B. examination in the following year, when he was called to the degree of Bachelor of Arts, receiving the distinction of LL.B. in 1869.

The *Albany* (U.S.A.) *Law Journal* says:—The recent Congress of Lawyers in Germany suggests the necessity of a similar movement in this country. Although every state but one, and the general government also, derive their fundamental law from one source, we doubt if there is more diverse legislation among the different nations of Europe than among our several states. And this not merely concerning matters of local application, but about such as need not be influenced by time, circumstances, or place. The codes of law governing marriage and divorce are as numerous as the divisions of our territory, and conflict in their provisions one with all the rest. Some states favour marriage and almost prohibit divorce, some make marriage difficult and divorce easy, while others afford equal facility for both performances. Here, there should certainly be a uniformity in the

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law. Not less varied are the laws concerning the rights of married women. The usury laws differ one from another somewhat as the stars do. These are but single instances of an evil which the public to a certain extent comprehend, but which constantly embarrasses the practising lawyer. Most of the subjects of this conflicting legislation are exclusively under state jurisdiction. Left to themselves, the state legislatures will not remedy this evil, but will rather increase it. The only way in which it can be met seems to be by the united action of the bar of the whole country. If a convention could be held, similar in some respects to the German one, we believe that its suggestions in this direction would not only be listened to by our lawyers, but would be acted upon. Such a convention would be beneficial in other ways, both to the profession and the public.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COODE.—On Feb. 6, at Lewes, the wife of Frederick Coode, Esq., solicitor, of a daughter.

MURTON.—On Saturday, Feb. 5, at No. 19, Randolph-road, W., the wife of Walter Murton, Esq., solicitor, of a daughter.

WINCKWORTH.—On Feb. 9, at 9, St. George's-square, S.W., the wife of Lewis Winckworth, Esq., of a son.

MARRIAGES.

ARMITAGE—FENTON—On Thursday, Feb. 3, at Bamford Chapel, Vernon Kirk Armitage, barrister-at-law, to Emily, daughter of the late John Fenton, Esq., Trimble Hall, Rochdale.

CURTEIS—SMITH—On Feb. 5, at St. Alphege Church, Greenwich, J. E. Curteis, Esq., solicitor, East Stonehouse, to Susie, youngest daughter of R. J. Smith, Esq., Devonshire-road, Greenwich.

TOWNEND—HAIRS—On Feb. 8, at St. John's Church, Battersea, James Hamilton Townend, solicitor, of 87, Queen-street, Cheapside, and Ealing, to Caroline Frances Hairs, only daughter of the late George Hairs, of Little Distaff-lane and Wandsworth, Surrey.

DEATHS.

MACKENZIE—On Feb. 7, at No. 9, Doune-terrace, Edinburgh, James Mackenzie, Esq., Writer to the Signet, in his 90th year.

WILKIN—On Feb. 5, at No. 23, Gordon-square, Charles Wilkin, Esq., in his 46th year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 4, 1870.

UNLIMITED IN CHANCERY.

Anchor Assurance Company.—Petition for winding up, presented Feb 1, directed to be heard before Vice-Chancellor James, on Feb 12. Cleoburey, Cheapside, solicitor for the petitioner.

LIMITED IN CHANCERY.

Glyn Neath Steam Coal and Iron Company (Limited).—Petition for winding up, presented Feb 1, directed to be heard before the Master of the Rolls, on Feb 12. Uptons & Co, Austinfriars, solicitors for the petitioners.

Italian Land Company (Limited and Reduced).—Petition for reducing the capital from £1,500,000 to £200,000, is directed to be heard before the Master of the Rolls on Feb 9. Clements, for Bircham & Co, Threadneedle-st, solicitors for the company.

Paraguassu Steam Tramroad Company (Limited).—Vice-Chancellor James has, by an order dated Jan 22, ordered the above company be wound up. Wansey & Bowen, Moorgate-st, solicitors for the petitioner.

TUESDAY, Feb. 8, 1870.

UNLIMITED IN CHANCERY.

Kent Mutual Assurance Society.—Vice-Chancellor James has appointed Samuel Lowell Price, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price, of 13, Gresham-street. Monday, April 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

National Provincial Life Assurance Society.—Vice-Chancellor Malins has, by an order dated Jan 28, ordered that the above society be wound up. Deane & Chubb, South-square, Gray's-inn, solicitors for the petitioner.

LIMITED IN CHANCERY.

Croscombe Chemical Company (Limited).—Vice-Chancellor Stuart has appointed Jas Cooper, of 3, Coleman st, to be official Liquidator.

Union Hill Silver Company (Limited).—Petition for winding up, presented Feb 7, directed to be heard before Vice-Chancellor Malins on Feb 18. Pulbrook, Threadneedle-st, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Hallenbeagle and East Downs Mining Company. Petition for winding up, presented Feb 2, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, Feb 16, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Monday, Feb 14, and notice thereof must, at the same time be given to the petitioners, their solicitors or agent. Cope & Co, Gt George-street, Westminster, solicitors for the petitioners; Chilcott, Truro, Agent.

Creditors under Estates in Chancery.

FRIDAY, Feb. 4, 1870.

Last Day of Proof.

Ashpitel, Arthur, Poets Corner, Architect. Feb 28. Ashpitel v Denton V.C. Stuart. Giraud, Furnival's-inn.

Betham, Mary, Bentinck-ter, Regent's-pk, Spinster. March 9. Edwards v Betham, V.C. Malins. Robinson, Basinghall-st.

Cunynghame, Sir David Thurlow, Denton-court, Kent, Bart. March 23. Ikin v Cunynghame, V.C. Stuart. Bennett, Serjeant's-inn, Fleet-street.

Eveniss, Francis, Norfolk-ter, Bayswater, Gent. Feb 26. Eveniss v Pollon, V.C. Malins. Barker, Russell-square.

Galsworthy, Silas, sen, George-st, Portman-sq, Gent Feb 21. Bernhardt v Galsworthy, V.C. Stuart. Jeanneret, Dane's-inn, Strand.

Hall, Wm Agar, St George's-villas, St George's-rd, Peckham, Fruiterer. March 1. Smalley v Hall, V.C. Malins. Breton, Gt Marlborough-st, Regent'-st.

Hards, Alfred, Surbiton, Surrey, Builder. March 14. McIntyre v Hards, V.C. Stuart. Bell and Newman, Abchurch-lane.

Harshaw, John, Montpelier-rd, Peckham, Paymaster, R.N. March 9. Harshaw v Jones, V.C. Stuart. Dorman, Sandwich.

Maynard, Hy, Portland-pl, Kensington, Licensed Victualler. March 3 Maynard v Maynard, V.C. James. Rhodes, Chancery-lane.

Pitt, Geo, Barnsley, York, Gent. Feb 26. Overend v Wall, V.C. Malins. Dibb, Barnsley.

Woolnough, Lindsey, Cleveland-st, Fitzroy-sq, Licensed Victualler. Feb 25. Woolnough v Blamfield, V.C. Malins. Hunter & Co, New-square, Lincoln's-inn.

Yeeles, Edwd Wm, Oxford, Esq. March 21. Yeeles v Yeeles, V.C. Stuart. Rivington & Son, Fenchurch-bldgs.

TUESDAY, Feb. 8, 1870.

Anderson, Rev. Jas Stuart Murray, Bonn, Germany, Clerk. March 15. Robinson v Anderson, V.C. Stuart. Few & Co, Henrietta-st, Covent-garden.

Barlee, Geo, Exmouth, Devon, Esq. March 3. Hemery v Gidley, V.C. James. Head, Exeter.

Boyd, Robt, York-pl, Islington, Printer. March 1. Cuttle v Willey, V.C. James. Sawbridge & Wrentmore, Wood-st.

John, Chas, Viscount Canterbury, Chesterfield-st. Feb 23. Hill Sanderson, V.C. Stuart. Young & Co, St Mildred's-ct, Poultry.

Clifford, Martha, Gloucester-pl, Walworth-common, Widow. Feb 12. Goodwin v Barton, V.C. Stuart. Silvester, Gt Dover-st, Newington.

Fuller, Chas Thos, Oak-wharf, Millwall, Lighterman. Feb 16. Fuller v Fuller, V.C. Stuart. Farrar & Co, Gt Knightrider-st, Doctor's-commons.

Ogilvie, Geo Shadforth, Redland, Bristol, Surgeon. Ogilvie v Ogilvie, V.C. Malins. Sweet & Burroughs, Bristol.

Roberts, Thos, Epsom, Surrey. March 1. Cooke v Aveline, V.C. Stuart. Aveline, Epsom.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 4, 1870.

Ansell, Wm, Gt Rider-st, Westminster, Brush Manufacturer. March 1 Foster, Southampton-bldgs, Chancery-lane.

Atkins, Jas, Lpool, Shipowner. March 4. Teebay & Lynch, Lpool.

Batten, Geo, Devonshire-pl, Edgware-rd, Gent, March 21. Hawes & Sons, Angel-ct, Throgmorton-st.

Brunyate, Wm, Church Garforth, Yorks, Gent. April 18. Bradley & Bradley, Castleford.

Butterworth, Alfred, Harley-pl, Bow, Clerk. March 5. Rae, Mincing-lane.

Cook, Jas, Mildenhall, Suffolk, Farmer. March 1. Isaacson & Son, Mildenhall.

Davies, Thos, Newport, Salop, Brazier. March 25. Fisher & Hodges Newport.

Doughton, Hannah, Lee, Kent, Spinster. March 25. Tillett, Norwich.

Drummond, Spencer, Chesham-pl, Esq. March 31. Fladgate & Co, Craven-st, Strand.

Ellis, Thos, Newport, Monmouth, Engineer. March 5. Davis & Justice, Newport.

Garbutt, Robt, Old Shildon, Durham, Colliery Agent. March 30. Thornton, Bishop Auckland.

Gray, John, Lpool, Block Maker. March 2. Forrest, Lpool.

Green, Chas Connell, Chatham, Kent, Grocer. March 18. Stephenson, Chatham.

Harrison, Chas, Bottle-cum-Linacre, Lancashire, Cotton Broker. April 1. Bradley & Steinforth, Lpool.

Henderson, Benj, Spencer-villas, Southfields, Wandsworth, Gent. March 17. Brettell & Smythe, Staple-inn.

Hill, Helen Mary, Little Ilford, Essex, Widow. April 1, Walker & Co, Southampton-st, Bloomsbury.

Jewkes, Benj, Smethwick, Stafford, Farmer. March 1. Danks, Birm.

Kent, Danl, Fenditton, Cambs, Esq. May 1. Ellison, Cambridge.

Leigh, Martha, Newton-le-Willows, Lancashire, Spinster. March 1. Leigh & Ellis, Wigan.

Moore, Chas, Lombard st, Esq, M. P. March 31. Parker & Clarke, St Michael's-alley, Cornhill.

Morris, Price, Plas Clough, near Denbigh, Gent. March 20. Davies, Denbigh.

Murrell, David, Gloucester, Timber Merchant. Feb 28. Jones & Richards, Gloucester.

Needham, Wm Manning, Birm, Solicitor. March 7. Martineau & Reid, Raymond-bldgs, Gray's-inn.

Pashley, John, St Mary's-pl, Greenwich, Gent. March 21. Douse & Darville, Lime-st-chambers

Peabody, Geo, Queen-st. May 1. Freshfields, Bank-bldgs.

Roberts, Thos, Brighton, Sussex, out of business. April 1. Clarke & Howlett, Brighton.

Robinson, Henrietta, Whitby, Yorks, Widow. March 7. Grey & Pannett, Whitby.

Spinks, Robt, Bishopsgate-st, Licensed Victualler. March 5. Wild & Barber, Ironmonger-lane, Cheapside.

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Tebb, Richd, West Ham, Essex, Gent. April 12. Peachey, Salisbury-sq.
Thornes, Hy, Argoed, Salop, Gent. Feb 19. Broughall & Son, Shrewsbury.
Thornes, Geo, Merrington, Salop, Farmer. Feb 19. Broughall & Son Shrewsbury.
Town, Wm, Priory-rd, South Lambeth, Licensed Victualler. March 2. Nash & Co, Suffolk-lane, Cannon-st,
Whiting, Chas, Brighton, Sussex, Gent. March 5. Buckle, Eastcheap.

TUESDAY, Feb. 8, 1870.

Bebb, Geo, Windsor-rd, Upper Holloway, Gent. April 1.
Bryson, Alex, Barnes, Surrey, Esq, C.B. March 25. Sladen, Parliament-st, Westminster.
Cholmondeley, Chas Geo, Torquay, Devon, Esq. March 21. Walters & Co, New-sq, Lincoln's inn.
Coleman, Thos, Bristol, Maltster. April 5. King & Plummer, Bristol.
Cooke, Wm, Forton-cottage, Stafford, Retired Servant. April 13. Heane, Newport.
Drury, Mary, Hampton Wick, Middlesex, Spinster. March 10. Ansell, Birm.
Emms, Saml, North Woolwich-rd, Canning Town, Contractor. March 9. Nokes & Carlisle, Finch-lane.
Gwynn, Wm, Holly Lodge Hill, nr Southampton, Esq, M.D. April 15. Watson & Baxter, Lutterworth.
Hartop, Wm, Great Barr, Stafford, Builder. March 15. Thomas, Walsall.
Innocent, Thos, Manch, Commercial Traveller. March 31. Watson & Wadsworth, Nottingham.
Lane, Eliz, Gravelley-bank, Stafford, Spinster. March 12. Holland, Ashborne.
Marshall, Edward, Coleshill, Warwick. March 25. Power, Atherstone.
Mason, Jas, Colchester, Essex, Gent. March 21. Newell, Colchester.
Palmer, Rebecca, Holbeach, Lincoln, Spinster. March 31. Sturton, Holbeach.
Prickard, Thos, Dderw, Radnor, Esq. April 1. Clarke & Co, Coleman-st.
Richardson, Wm, Guildford, Surrey, Toyman. April 5. Clarke & Howlett, Brighton,
Robinson, Ann, Ilkley, Yorks, Spinster. April 1. Constable & Maskell, Otley.
Ronald, Rowand, Manchester-sq, Esq. April 1. Phillips, King William-st, Strand.
Shirley, Thos, Twyning, Gloucester, Gent. March 31. Pitman & Lane, King's-rd, Bedford-row.
Topham, Christopher, Ripon, Yorks, Gent. March 31. Nelson & Co, Leeds.
Tout, Ann, Stockwell-villas, South Lambeth, Widow. March 5. Snell, George-st, Mansion House.
West, John, Stoke Devonport, Devon, Dissenting Minister. March 25. Gard, Stoke Devonport.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 4, 1870.

Bowen, Joseph, High Wycombe, Bucks, Coal Merchant. Dec 28. Comp. Reg Feb 3.
Fairhead, Geo, Colchester, Essex, Scrivener. Dec 31. Comp. Reg Feb 3.
Merry, Thos, Alvechurch, Worcester, Innkeeper. Dec 2. Comp. Reg Feb 4.
Phelps, Walter, Hereford, Berlin Wool Dealer. Dec 31. Asst. Reg Feb 1.
Saul, Wm Staff, Edwin Syder Steward, & Wm Saul, Norwich, Timber Merchants. Dec 28. Asst. Reg Feb 1.
Slatter, Joseph, Kennington-rd, Cheesemonger. Jan 7. Comp. Reg Feb 29.
Ungar, Julius, Bishopsgate-st Without, Manufacturer of Gas Fittings. Dec 29. Comp. Reg Jan 26.

TUESDAY, Feb. 8, 1870.

Broomhead, Hy, Sheffield, Yorks, Attorney-at-Law. Dec 31. Comp. Reg Feb 4.
Cocks, Newill, Leintwardine, Hereford, Miller. Dec 31. Comp. Reg Feb 5.
Curtis, Jas, Cairnbrock Lodge, Forest-hill, Fisherman. Dec 30. Comp. Reg Feb 5.
Sechof, Chas, Sun-st, Bishopsgate, Picture Frame Maker. Dec 30. Comp. Reg Feb 3.

Bankrupts.

FRIDAY, Feb. 4, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Cunliffe, Joseph, Leigh, Lancashire, Brick Maker. Pet Feb 2. Holden. Bolton, Feb 16 at 11.
Daragh, Hy, & John Daragh, Bradford, Yorks, Stuff Merchants. Pet Feb 1. Robinson. Bradford, Feb 16 at 9.30.
Fisher, Wm, Lewisham, House Decorator. Pet Feb 2. Bishop. Greenwich, Feb 21 at 2.
Glover, Wm Cheshire, Scarborough, Yorks, Solicitor. Pet Jan 31. Woodall. Scarborough, Feb 21 at 3.
Hitchin, John, & Hy Hitchin, Sneinton, Notts, Lacemakers. Pet Jan 29. Patchitt. Nottingham, Feb 17 at 11.
Knight, Wm, Horwich, Lancashire, Fire Brick Manufacturer. Pet Jan 31. Holden. Bolton, Feb 16 at 10.
Packard, Joseph, Hoxne, Suffolk, Surgeon. Pet Feb 2. Pretyman. Ipswich, Feb 21 at 2.
Parker, Hy, Evan Lloyd, & John Hughes, Holywell, Flint, Tin Plate Co. Pet Feb 2. Porter. Chester, Feb 15 at 12.
Potter, Thos, Leek, Stafford, Boot Manufacturer. Pet Feb 2. Mocklehurst. Macclesfield, Feb 16 at 11.
Risdon, Thos, Tiverton, Devon, Corn Merchant. Pet Feb 2. Daw. Exeter, Feb 18 at 11.
Southcoates, Fredk, Everton, Lancashire, Joiner. Pet Jan 28. Hime. Lpool, Feb 16 at 2.
Stranagan, John, Lpool, Provision Dealer. Pet Jan 31. Hime. Lpool, Feb 17 at 2.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Goward, John (not Geward, as in Gazette of Jan 7), Victoria-rd, Stoke Newington, no business. Pet Dec 31. Feb 17 at 12. Hicklin & Co, Trinity-sq, Borough.

To Surrender in the Country.

Grime, Richd, Prisoner for Debt, Lancaster. Adj Dec 16. Macrae. Manch, Feb 22 at 11.
Lines, John Tills, Thorpe-le-Soken, Essex, Veterinary Surgeon. Pet Dec 29. Chapman. Harwich, Feb 15 at 3. White, Colchester.
Saxon, Luke, Rochdale, Lancashire, Greengrocer. Pet Dec 31. Macrae. Manch, Feb 18 at 11. Eltoft & Hampson, Manch.

TUESDAY, Feb. 8, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Brown, John, Latchford, Cheshire. Pet Feb 4. Nicholson. Warrington, Feb 21 at 11.
Fletcher, Stephen, Prestwich, nr Manch, Builder. Pet Feb 1. Hulton. Salford, Feb 21 at 11.
Jones, Thos Finch, Sheffield, Yorks, Innkeeper. Pet Feb 2. Ellison. Sheffield, Feb 23 at 1.
Stoddart, John, Bolam, Durham, Farmer. Pet Feb 3. Greenwell. Durham, Feb 22 at 11.30.
Thomas, Jesse, Rocheser, Kent, Auctioneer. Pet Feb 4. Acworth. Rochester, Feb 22 at 2.
Whaites, Chas Hy, North Elmham, Norfolk, Brickmaker. Pet Feb 4. Palmer. Norwich, Feb 22 at 12.

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, FEBRUARY 19, 1870.

THE TWO CASES OF *Re National Provincial Life Insurance Society* (Vice-Chancellor Malins) and *Re Times Life Assurance and Guarantee Company* (Vice-Chancellor James), reported in to-day's issue of the *Weekly Reporter*, contain most important decisions on the position of the amalgamated policyholders, and bear out, we are glad to say, the principle which we ventured to lay down many months ago, of recognition by the policyholders of the substituted liability of the amalgamated company. The judgment in the former case was delivered on the 28th of January last, and that in the latter on the 14th of the present month. Previously to these cases no decision had been given upon a policyholder's case, though the decision in the *Family Endowment case*, 18 W. R. 112, 266, had laid down a definite rule as to the case of an annuitant; and the observations of the Lord Chancellor in that case read very much as though his Lordship would have arrived at a similar decision in the case of a policy. As we have before observed, payment of premiums is in its nature far more indicative of recognition than acceptance of annuity; indeed a payee will usually *accept* payment from anyone offering to make it, while a person having to pay looks naturally to the character assumed by the party proposing to receive. In the case decided by Vice-Chancellor Malins premiums had been paid to the Albert for thirteen years. The Vice-Chancellor said that the policyholder "had looked to and paid the premiums to the Albert, and he (the Vice-Chancellor) considered that on every principle of common sense and justice the policyholder ought to have said that he did not like that office, and that the original assurers must settle with him before they transferred their business." In this case the policyholder had asked for a bonus from the Albert, and it was admitted that he knew the National Provincial had ceased business. The case was therefore very plain, but the remarks of the Vice-Chancellor, though perhaps extrajudicial, clearly show his view of the acquiescense question. The case before Vice-Chancellor James was a stronger case as against the policyholder, inasmuch as the deed of settlement of the Times Company contained a provision, of which, of course, the assured had notice, expressly contemplating the contingency of a transfer of the society's running policies. The Vice-Chancellor considered that there had been a complete novation, and that the policyholder had, with his eyes open, really accepted the Albert.

MR. KNOX GRANTED A SUMMONS last Saturday against the publisher of the *Pall Mall Gazette*, for an alleged libel on Mr. Dion Boucicault, contained in a letter published in that paper. The letter criticised severely Mr. Boucicault's style of writing, and then went on, "If he does not give us anything more attractive, it is probably because he has no opportunity of seeing better subjects. A writer of this school depends more than any other on the medium in which he lives." The author of the letter has since written to the *Pall Mall Gazette* to say that he only meant "that Mr. Boucicault, as a *writer*, so habitually resorted . . . to the vagabond and criminal classes, that he had come to view all life and society through this distorted medium."

The question thus raised is really one of construction. If the letter conveys a charge that Mr. Boucicault in fact lives in a medium of bad characters, it is a libel, but of it only refers to the world of imagination in which he lives *as a writer*, it falls within the rule which allows full comment on theatrical performances and other public entertainments. The line between criticism of a work and criticism of its author is clear and distinct, although critics are sometimes not sufficiently careful to observe it.

WE ARE GLAD TO SEE that the necessity for legislation on the stamp duties is being steadily pressed upon the Government. Last week we printed some extracts from a memorial presented to the Chancellor of the Exchequer by the Manchester Law Association. Since then another memorial has been presented by the Incorporated Law Society. A deputation from the Metropolitan and Provincial Law Association attended at the same time, and presented another memorial upon the same subject. The memorial of the Incorporated Law Society, which is almost identical with that of the other society, after citing and explaining the provisions of the 17 & 18 Vict. c. 83, s. 16, states:—

"That the memorialists believe that it was the intention of the Government who framed the Act that section 16, above quoted, should apply only to conveyances and deeds in the nature of conveyances, and not to leases, which were intended to be dealt with by the other sections above referred to.

"That the memorialists come to this conclusion for the following reasons:—

"1. Because the language of the first part of section 16 is clearly that used in Stamp Acts for describing conveyances and deeds of that character, and the annual sum referred to in the same part of the section is the expression used throughout the Act to designate a consideration by way of purchase money, payable in the form of an annuity or rent-charge; and although in the latter part of the section the words 'deed or instrument' are used, yet it is submitted that these words were used for brevity only, and that what was really intended was '*such* deed or instrument;' and it may be inferred that it was not intended thereby to include leases, because the consideration referred to in this part of the section is confined, like the preceding part, to a 'sum of money yearly or in gross,' and the word 'rent' (always used in the Act when referring to leases) is not used.

"2. Because in the schedule, as well as in section 16, where conveyances or purchase deeds are referred to, the words 'annual sum' are used; whereas in the several places in the schedule and in section 23 where leases are referred to, the word 'rent' is always used, as it properly should be.

"3. Because the *ad valorem* on leases for terms of between thirty-five and one hundred years was understood to be expressly pointed at building leases, in which there is invariably a further consideration than that expressed by the rent; and it is evident that the *ad valorem* duty on such leases was by this Act made six times higher than the duty on other leases, in order to cover this further consideration.

"4. Because, if it had been intended to impose a new duty on so important and well-defined a class of deeds as building leases, it would have been done by express language, in its proper place in the schedule, and not by ambiguous and inferential language in the body of the Act, in a section apparently applicable to conveyances."

Then,—after observing that not only was this construction invariably adopted by the whole legal profession, down to the present time, but even the Commissioners of Inland Revenue and their legal advisers themselves, when called upon (under 13 & 14 Vict. c. 97, s. 14) formally to adjudicate (on the arising of some collateral point), have constantly decided that a lease, though containing a covenant to build or complete buildings, or though granted partly in consideration of the lessee having erected buildings, was only liable to an *ad valorem* duty on the rent and premium, if any,—the memorial

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submits that the decision of the Court of Exchequer in *Boulton's case*

"Was not in accordance with the intention of the framers of the Act, and that it is not just and equitable that the duties according to such construction should be enforced.

"That, according to the principle of the above decision, the judges may, and it is very probable, on the ground of logical consistency, that they will, at a future day hold that the ordinary covenants to repair, to insure, not to carry on particular trades, and other covenants usually inserted in leases, form such an additional valuable consideration as to render the 35s. stamp necessary; for all of these covenants constitute 'a further or other valuable consideration,' and have no express relation to the amount of rent or premium by which alone the *ad valorem* duty is to be regulated, and such a decision would render every lease in England granted since the Act of 1854 liable to a penalty. It is true that one of the judges, on the argument of Mr. Boulton's case, is reported to have intimated an opinion that a covenant to repair would not render the additional stamp necessary; but this, if it actually fell from the learned judge (which the memorialists are informed was not the case), was certainly not formally decided, and even if it were so decided it would be difficult in practice to determine the difference between a covenant to repair and a covenant to repair including alterations and additions; but inasmuch as the ordinary language of every lease is, that it is granted 'in consideration of the rents *and covenants*,' the memorialists submit that if the construction now put upon the 16th section of the above Act be followed to its legitimate conclusion, the non-liability to penalty of every existing lease must at best be doubtful.

"From the best information the memorialists have been able to obtain they believe that tens of thousands of building leases (to say nothing of rack-rent leases) have been granted since the Act of 1854, and stamped insufficiently according to the above decision;* and these leases are now in so many hands that it will be impossible, whatever publicity is given to the decision, to get them brought in to be stamped (a difficulty that is doubled by the existence in other hands of the counterparts), so that the objection will be constantly recurring upon titles for many years to come. Although, therefore, the Commissioners have intimated that they will at present affix to leases the additional stamp without any penalty, this will not remedy the evil, for the Commissioners cannot pledge future Governments, and more particularly so as they have no power actually to remit the penalties after the lapse of a year from the execution of the leases.

"The memorialists believe, therefore, that nothing short of an Act of indemnity (similar to section 10 of 13 & 14 Vict. c. 97) will relieve the public from the great mischief that has arisen, as the memorialists would most respectfully submit, from the vague language of an Act of Parliament."

And the memorial prays:—

"That her Majesty's Government may introduce into Parliament a bill to declare that no lease shall be deemed or taken to be improperly stamped by reason of the same not having been stamped in accordance with the requirements of section 16 of the said Act of 17 & 18 Vict. c. 83, and to relieve from penalties all persons who have not, so far as regards leases, complied with the terms of such section; and, also, either to repeal the latter part of such section, commencing with the words, 'And in case where any deed,' or to amend the same so as to render the same not applicable to leases. And that all duties paid in consequence of the decision in *Boulton's case* be refunded on application."

It is certain that the enactment in question, as now construed by the Court of Exchequer, is not in accordance with the intention of its framers, besides being most inconvenient and unjust in its operation; and as this is agreed on all sides, the matter will, we believe, be set to rights by legislation. We trust, however, that the session will not be allowed to pass over without a bill to consolidate the stamp laws.

* On inquiry of only ten solicitors' firms in London it has been ascertained that, since the Act of 1854, they have prepared upwards of 10,000 leases, the greater proportion of which have been building leases.

THE FRENCH COURT OF CASSATION, in March, 1869, decided, reversing a decision of the Imperial Court of Paris, that by virtue of the law of 23rd June, 1857, and subsequent diplomatic conventions made between France and England, English subjects may sue Frenchmen for counterfeiting their English trade-marks. We gave an account of this decision shortly after its publication.* In another case (*Christy* v. *Daude*) recently before the civil tribunal of Paris, the right of English subjects to have their trade-marks protected by the French courts has been again recognised. We take this opportunity of stating what many English traders will be glad to know, the circumstances under which English subjects are entitled to such protection.

In articles 5 and 6 the law of 1857 regulates the condition of foreigners generally as to their right to the protection of their trade-marks. All such aliens as possess in France manufacturing or commercial establishments are to enjoy the benefit of the law for all the wares of such establishments. Such aliens as do not possess establishments in France have no protection, unless there be between France and the nation to which they belong diplomatic conventions effecting reciprocity of protection.

This reciprocity was effected as to British subjects by Article 12 of the treaty of 23rd January, 1860. Whether they have or not establishments in France they are entitled in the same degree and manner as the subjects of that nation to prosecute in its courts all who, within its dominions, counterfeit their trade-marks, or wilfully sell articles bearing the spurious marks. But to claim that right they must comply with a requirement of the law which all, whether French or foreign subjects, must equally obey. Article 2 of the law enacts that "none can claim the exclusive property of a mark, unless he has deposited two representations thereof at the office of the clerk (*greffe*) of the Tribunal of Commerce of his domicile. For aliens having no domicile in France, the second paragraph of article 6 designates the Tribunal of Commerce of the Seine (that sitting in Paris) as the one where they should make their deposit. They may do so vicariously by power of attorney in the French language, properly legalised at the French Consulate, certified by the bearer, and registered in France by the fiscal authorities.

The deposit of the mark though necessary before the owner can defend his property, does not in itself constitute the appropriation of the mark. It is merely the mode of evidence prepared and required by the law for the proof of that appropriation. The deposit of a mark already used by other parties, though not registered by them, will confer on the depositor no right of property in that mark. And no retro-active effect is given to the deposit. The foreigner who has registered his trade-mark in France can prosecute only future, not previous piracies of the same. Indeed, there is authority to the effect that where the English mark has been usurped and actually used by French manufacturers previous to the deposit, that usurpation will create a right to the pirated mark in favour of the, usurpers, and the English proprietor will be precluded from interfering with them. This is going, perhaps, somewhat too far, and possibly may not be confirmed.

The procedure generally followed begins by a seizure of the goods bearing the counterfeit marks, under an order obtained on an *ex parte* application by the aggrieved party. Where satisfactory evidence is possessed or can be procured without such a measure, it is better to dispense with a seizure, as, if the action goes against the plaintiff, and the seizure is in consequence avoided, damages will be given to the defendants. The suit may be brought either before the civil or the correctional tribunal. In the latter case, where the defendant is found guilty, he may be condemned to a fine and imprisonment.

* 13 S. J. 626.

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IT IS RUMOURED that a measure will shortly be introduced into the House of Lords for erecting the Inns of Court into a legal university, of which the four inns will be the component colleges. Any scheme tending to make the Inns of Court really places of education can hardly fail to do good. In past centuries, in the days of the Stuart kings for instance, each Inn of Court, with its affiliated Inns of Chancery, was a law university of itself, carrying on an active system of education and much of the usual routine of university life, though with a somewhat less stringent discipline than that of Oxford or Cambridge. Thus the students were expected to attend "moots" and the readings of the readers, which corresponded somewhat to university "lectures;" there was daily dinner in Hall in term and out of term, and daily service in the Temple Church or the inn chapel, as the case might be, but the students do not appear to have been kept strictly to any attendance at chapel or any rules as to "gates." We find one of them, however, grumbling because the dinner hour in vacation was fixed in the Middle Temple at 10 a.m. A law university cannot, *ex necessitate*, maintain so strict a discipline as is maintained among the more boyish students of Oxford or Cambridge, but it may and should at least be an educational institution. And in that respect the scheme now spoken of would be only a return to the ancient usage.

WE ARE EXTREMELY GLAD to learn, from Mr. Ayrton's reply to Mr. Headlam in the House of Commons on the 11th ult., that the absurd idea of building the New Law Courts below the Strand, instead of on the old Carey-street site, has been finally abandoned.

IRREGULAR INDORSEMENTS OF BILLS AND NOTES.

The *American Law Register* for November, 1869, contains a report of a case of *Schafer* v. *The Farmers' and Mechanics' Bank of Easton*, decided by the Supreme Court of Pennsylvania upon a point which seems to have been more often mooted in America than in England—viz., What is the effect of the indorsement of a promissory note by a person not otherwise a party to it? The circumstances of the case were these:—B. made a note payable to the order of J.; S. indorsed it; afterwards J. indorsed it, and it was discounted by a bank for J. It was held that S. was not liable to the bank or to J. without extrinsic evidence that he had assumed the liability, and that any agreement to assume such a liability would be an agreement within a statute corresponding to our Statute of Frauds (4th section) as an agreement to answer for the debt or default of another, and must, therefore, be in writing. It was further held that the indorsement was not a sufficient writing. The declaration charged the defendant (S.) in one count upon an agreement to be answerable for the note, and in a second count, as a second indorser, the payee (J.) being treated as first indorser. The judgment of the court treats principally with the claim alleged in the first count, and probably the judge considered that even if the placing of S.'s name on the instrument might have amounted to an authority to J. to sign his name above it, and thus to make S. liable as second indorser to the bank, yet that it was essential, in order to charge S. in this way, that the name of J. should actually be so written, which was not done. In fact, the instrument was considered to show that S. only agreed to assume a liability to subsequent holders, upon condition of having J. liable to him, which did not appear by the instrument to be the case.

Though irregular indorsements certainly are not uncommon, there do not appear to be so many cases upon them in England or in America, and we are not aware that the precise point of the American case to which we have been referring has ever arisen. We propose to notice the leading English decisions, and to point out how far the American case goes beyond them or differs from them.

In the first place it is necessary to notice a distinction between bills of exchange and promissory notes. It was held in *Penny* v. *Innes*, (1 Cr. M. & R. 439), following some older cases, that every indorser of a bill of exchange might be treated as a new drawer, so that a person in dorsing a bill intermediately between a special indorsement and the blank indorsement of the persons to whom it was so specially indorsed, was held liable to the latter as the drawer of a new bill of the same tenor and effect as the original bill. It was considered that this was an inherent property of the original bill, and that, although as against such an indorser, it might be treated as a fresh bill, yet that no new stamp was required. The doctrine of *Penny* v. *Innes* was followed in the recent case of *Mathews* v. *Bloxame* (12 W. R. 795). There the defendant, intending to become surety to the plaintiffs for A., put his name on the back of a blank bill stamp, on which A. wrote his name as acceptor, and the plaintiffs then drew upon it a bill of exchange payable to their (the drawers') order. It was held that the defendant was liable as the drawer of a bill payable either to bearer or to plaintiffs' order. In that case the Court declined to decide whether the bill was properly described as payable to order or bearer, because the declaration contained counts applicable to each view, and they thought one was necessarily right. It was there said by the Lord Chief Justice that "the doctrine amounts to this, that a man who puts his name in this way to a bill though not in law an indorser, does what an indorser does, he guarantees the payment of the bill by the acceptor at maturity. In that sense he does what a drawer does, and so, though he cannot be called an indorser, he may be treated as a drawer. In a subsequent case (not reported on this point) in which the parties had happened to make exactly the same mistake in filling up the bill as was made by the parties in *Mathews* v. *Bloxame*, the ruling in that case was acquiesced in. It will be seen that in these cases the person coming in and indorsing the bill was held liable not only to parties claiming subsequently to and under his indorsement, but to parties who would have been prior parties, and could not have sued him if he had had a title to indorse. The rule of *Penny* v. *Innes* does not, however, hold in the case of a promissory note. In *Gwinnell* v. *Herbert* (5 A. & E. 436), the defendant indorsed a promissory note made by another person to the plaintiff's order. He was sued as maker, but it was held that the action was not maintainable. Mr. Justice Littledale was inclined to doubt whether the doctrine of *Penny* v. *Innes* did not require some qualification, even as applied to bills, but all the judges were clearly of opinion that it did not apply to promissory notes. The maker of a note is liable in the first instance, which the drawer of a bill is not, but only upon the default of the acceptor. If each indorser became a maker, he also would become liable in the first instance, which could scarcely be. It will be seen that *Gwinnell* v. *Herbert* is a case similar to what the American case would have been if S. had been sued by J. instead of by the bank. It was, however, said in *Gwinnell* v. *Herbert*, by Mr. Justice Patterson, that the defendant should have been declared against on his collateral undertaking; implying, of course, that a liability of this sort might have been successfully established. So in *Jackson* v. *Hudson* (2 Camp. 447), where a person meaning to be surety for the acceptor of a complete bill had also accepted it, it was held by Lord Ellenborough that he could not be sued as acceptor, but that he might have been sued upon a collateral agreement. In each of these cases, of course, the statement of the judges that the collateral agreement of guaranty might have been sued upon, amounts to no more than an obiter dictum. Still the impression certainly has always been in England that the Statute of Frauds in no way interferes with such a cause of action. Thus, in *Fielden* v. *Marshall* (30 L. J. C. B. 159) we find Williams, J., saying

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that the doctrine of *Wain* v. *Warlters* (2 Sm. Lead. Cas.) has never been extended to bills of exchange. We have not however, any express decisions of cases in which this point has been directly raised; but we have numerous decisions on the question whether the contract of the various parties to a bill or note is a contract in writing, in the cases as to whether evidence of a contemporaneous parol agreement varying such a contract is admissible. The foundation, of course, of all these cases is the presumption that where parties put the terms of a contract into writing, they put the whole of it into writing; so that if the contract of a party to a bill or note is a contract in writing, it would be presumed that what appeared of the bill or note was the entire contract, and no evidence of a contemporaneous parol agreement varying this contract would be admissible. The tendency of the Courts to hold that the contract is in all cases for this purpose a contract in writing, has been strong. Of course, however the point is clearer in the case of the acceptor of a bill or maker of a note than in the case of subsequent parties. In *Abrey* v. *Crux* (18 W. R. 63), the most recent case on the subject, the question arose between the payee of a bill and the drawer, and there the Court were all of opinion that the contract was a contract in writing; the only member of the Court who hesitated (Mr. Justice Willes), doubting, apparently, whether the parol contract set up, did really vary the written one. There are also cases, *Free* v. *Hawkins* (8 Taunt. 92) and *Hoare* v. *Graham* (3 Camp. 57), which lay down the same rule as to the contract of the indorser of a note. In one case, however, in the Privy Council (*Castrique* v. *Buttiegieg*, 4 W. R. 445, 10 Moore P. C. 108), it is broadly asserted by Mr. Justice Maule, delivering the judgment of the Judicial Committee, that the contract of an indorser is not entirely a contract in writing. He says, "The liability of an indorser to his immediate indorsee arises out of a contract between them, and this contract in no case consists exclusively in the writing popularly called an indorsement, and which, indeed is necessary to the existence of the contract in question; but that contract arises out of the written indorsement itself, the delivery of the bill to the indorsee, and the intention with which that delivery was made and accepted, as evinced by the words either spoken or written of the parties, and the circumstances (such as the usage at the place, the course of dealing between the parties, and their relative situations) under which the delivery takes place. Thus, a bill with an unqualified written indorsement may be delivered and received for the purpose of enabling the indorsee to receive the money for account of the indorser, or to enable the indorsee to raise money for his own use on the credit of the signature of the indorser, or with an express stipulation that the indorsee, though for value, is to claim against the drawer and acceptor only, and not against the indorser, who agrees to sell his claim against the prior parties, but stipulates not to warrant their solvency. In all these cases the indorser is not liable to the indorsee, and they are all in conformity with the general law of contracts, which enables parties to them to limit and modify their liabilities as they think fit, provided they do not infringe any prohibitory law."

Of course, this is very high authority. At the same time, the case of *Abrey* v. *Crux* must be taken to throw some doubt upon the first part of the passage we have quoted, or, at all events, to show that it is only true in a less wide sense than might otherwise be attributed to it. We venture to think that the true rule is that the spoken words of the parties are inadmissible to vary the contract of the indorser, but they may be admissible to show there was no contract at all. This is the case with all contracts in writing, the case of an escrow being the most familiar instance; and, in fact, to make complete a written contract, some parol evidence is constantly required, such as the identity of the parties, their signatures, or assent, as contracting parties, to the terms of the written instrument, and even a custom with reference to which the parties had contracted. Even the latter circumstance would not prevent the contract being properly called a written contract. In this sense, therefore, no written contract consists *exclusively* of the written document. The circumstances which Mr. Justice Maule mentions in the passage we have quoted as requisite to make up the contract of an indorser, as well as the written indorsement, are really only analogous to the requisites we have mentioned as necessary to make any written instrument complete as a binding contract between the parties. We apprehend that all that is required to make what would be in contemplation of the law a written contract is that there should be some tangible and visible record of the terms of the bargain, as distinguished from mere recollection of spoken words. It is not necessary that the contract should be written at length in characters of the ordinary description—a writing in short hand, in Egyptian hieroglyphics, or in any cypher capable of being interpreted, would be a written contract; but, of course, only binding upon the parties as a contract if they understood the cypher. All that is required is a visible sign expressing a particular idea. If, therefore, the mere writing a name in a particular place on a paper containing other names and words is commonly understood to express the fact that the person who signs his name enters into a particular contract, then that contract, when made, is a contract in writing just as much as if its terms were set out at length. We apprehend, therefore, that supposing the ordinary contract of an indorser to be a contract requiring an agreement in writing under the Statute of Frauds, the indorsement in the ordinary form ought to be held to be such an agreement. In fact, however, we apprehend that, although the position of an ordinary indorser of a bill is that of a surety for the acceptor, who is principal debtor, yet that the indorser is not a person promising to answer for the debt or default of the acceptor within the meaning of the Statute of Frauds. He is rather a person promising his indorsee to pay money on his own account, at a certain time, and under certain circumstances, if the indorsee does not, on taking proper steps to do so, get that money from some one else, which, by the transfer of the bill, he has the means of doing. It is perhaps as much on this ground, as the ground of the indorsement being an agreement in writing, that the Statute of Frauds has never been considered to interfere with the contract of an ordinary indorser. This, however, does not directly apply to the case of an irregular indorser; that is, a man who writes his name on a bill or note without appearing by the instrument to have any title to it. As regards such a person we think he would be commonly understood to make himself liable for the bill or note, to all subsequent holders at all events, if not to the then holder, and, if so, it ought to be considered that the indorsement is a sufficient contract in writing to charge him with such a liability.

The result, however, is that, if a person so indorses a bill of exchange, he is, in England, clearly held liable as drawer, and in America the rule in this respect seems to be the same. If, however, he so indorses a note, then neither in England nor in America can he be liable to parties not taking under his indorsement, except upon a collateral undertaking. In England it has been suggested by Lord Ellenborough and Mr. Justice Patterson, but not decided, that an action could be maintained on such collateral undertaking in cases where there was no further writing than the indorsement. In America, however, in the case to which we have referred, and, we believe, in at least one previous case it has been held that a further writing is necessary. As regards subsequent indorsees, the American case lays down the same rule; in England, though the point does not seem to be decided, we cannot help thinking that it would be held that a holder for value had a right of action against any one whose name was on the bill as indorser when he received it, and that the mere fact that the name was not on in quite the proper place would not stand in the way. It may be that the person so indorsing meant only to be

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liable to subsequent holders upon himself having the liability of the then holder; but, if so, he ought to have seen that it was then indorsed in the proper way, and we doubt if he could set up the fact that this had not been done as against a subsequent holder, as it is held he can do in America, or rather, we should say, in Pennsylvania, for we believe the rule is not the same in all the States. (See 2 Parsons on Bills, 112.)

We have, of course, been speaking of negotiable notes. If the note is not negotiable in the first instance, different questions are necessarily involved.

RATING AND POOR LAW CASES OF 1869.

No. II.

The two rating cases which turn on the construction of the Union Assessment Committee Acts are *Reg.* v. *The Overseers of Malden* (17 W. R. C. L. Dig. 96, L. R. 4 Q. B. 326) and *Reg.* v. *The Great Western Railway Company* (17 W. R. 670, L. R. 4 Q. B. 323).

In the former case the question was whether houses recently built and ready for occupation, but not actually let or occupied, should be inserted in the valuation list. By the Union Assessment Committee Act, 1862 (25 & 26 Vict. c. 103), all "rateable hereditaments" are to be inserted in this list, and it was said that this must mean that at the time of making the list the houses were occupied so as to be actually assessable; but the Court held, on the authority of *Reg.* v. *Hammersmith*, 7 W. R. 524, that this was not so, and that "rateable" meant property in its nature capable of being rated. In the neighbourhood of London and other large towns, where new houses spring up like mushrooms, and the supply exceeds the demand, this interpretation of the Act may largely increase the rateable value of certain parishes, and consequently the amount of their contribution to the common fund; while at the same time, when the rate comes to be actually assessed, the very houses which caused the increase of the rate will be exempt from it, being still unoccupied, and thus an additional burden will be thrown on the existing ratepayers. The words of the Act are, however, too strong to admit of any other interpretation than was put on them, and if the hardship is to be redressed it must be by the Legislature.

The Union Assessment Committee Amendment Act, 27 & 28 Vict. c. 39, provides, by section 1, that no appeal against a poor rate made for any parish in a union to which the previous Assessment Committee Act applies shall be heard by the Sessions, till the appellant has given the committee twenty-one days' notice, and that no one shall appeal against a rate made in conformity with the valuation list unless he has given notice of his objections to the committee and failed to obtain relief. This section has given rise to much discussion at quarter sessions; but it is clear that the notice of objection and the failure to obtain relief are strictly conditions precedent to the right to appeal at all; and so it was held the other day in *Lawes* v. *The Churchwardens of Arlsey* (18 W. R. 293). In *Reg.* v. *The Great Western Railway Company* the railway company had given such notice and failed to obtain relief, and the sessions on appeal confirmed the rate subject to a case. Subsequently however, and before the case had been determined, a fresh rate was made in conformity with the valuation list which the railway company had objected to, and which had not been altered as regarded them. They gave the committee notice of their intention to appeal against this second rate, and then moved to enter and respite the appeal at sessions; but, as they thought the assessment committee would abide by the list which they had before refused to alter when impugned on the same ground, they had not gone before them with fresh notice of objection, and could not strictly be said to have failed to obtain relief. The Court held that they ought to have gone before the assessment committee a second time, and that therefore the sessions were right in refusing to enter and respite the appeal. It too often happens that rating appeals fail on technical objections, and they certainly afford scope for a good deal of ingenuity on that score; but it is always to be regretted where the letter of the law prevents an inquiry into the merits, and where this happens often the procedure must require simplifying. In the present case the appeal failed because the railway company had not done that which the Act in strictness required them to do, but which, if they had done it, would probably have been perfectly useless.

In the legislation of the past year as affecting the subject of rating, the only enactments that call for a brief notice are chapters 41, 67, and 40.

The main object of c. 41 is to amend the law as to rating occupiers for short terms; in other words to amend the position of the irrepressible compound householder. It repeals the Small Tenements Act, 13 & 14 Vict. c. 99, as regards poor rates, and provides that occupiers of tenements let for three months or less may deduct from their rents the poor rates paid by them, but that the owners may in certain cases, regulated by a scale according to the rateable value in different places, agree to pay the rate instead of the occupiers, and be allowed a commission for so doing; and that the vestry may order the owner to be rated instead of the occupier for houses of rather greater value than under the old Act, but at a rather smaller deduction. It may be remembered that last year some difficulty occurred as to when a rate was made within the meaning of the Parliamentary Registration Acts: *Jones* v. *Bubb*, 17 W. R. 205; *Ainsworth* v. *Creake*, 17 W. R. 229. The 17th section of the present Act provides that it shall be deemed to be made on the day of allowance.

Chapter 67 we will dismiss with the simple statement that it is a long Act, intended to secure uniformity of assessment in London.

Chapter 40, which we take last, as a bit of piecemeal legislation, exempts Sunday and ragged schools, wherever situate, from all rates. By *Reg.* v. *St. Luke's Hospital*, 2 Burr. 1053, and a long series of cases following it, these schools would not have been rateable; but *Jones* v. *The Mersey Docks*, 13 W. R. 1069, restored the true construction of the Act of Elizabeth, and showed that the mere fact of their occupying in a fiduciary character for charitable purposes could not exempt the occupiers of valuable property. To avoid the effects of this decision in the particular case, this short Act, we presume, was passed. Sunday or infant schools held in churches, chapels or vestries, were exempted from poor rates by 3 & 4 Will. 4, c. 30, and this enactment remains untouched.

We now pass to the consideration of the two removal cases.

In former days great hardship was inflicted on the poor man by removing him from the parish where he had worked all his life, and from the neighbourhood of his friends and connections, to a parish in some distant part, which perhaps he had never seen, and scarce even heard of, but which yet was the parish of his legal settlement. To remedy this it was enacted by 9 & 10 Vict. c. 66, s. 1, that no one should be removed from any parish in which he should have resided five years; and by subsequent legislation the requisite period of residence has been reduced to three years, and now to one year, and the requisite limits of residence have been extended from the parish to the whole union (24 & 25 Vict. c. 55, s. 1; 28 & 29 Vict. c. 79, s. 8). By section 12 of the last Act its words are to be construed as if in the Poor Law Act of Will. 4, and by the 109th section of that Act, 4 & 5 Will. 4, c. 76, "union" includes parishes incorporated for the relief of the poor under any local Act. In the *Machynlleth Union* v. *Overseers of Poole*, 17 W. R. 1016, L. R. 4 Q. B. 592, the question was whether a district, comprising several parishes and townships incorporated by a private Act of Geo. 4 for the relief of the poor, was a union within 24 & 25 Vict. c. 55, so that residence in it could confer a status of irremoveability; and the Court held that it was. As these incorporations under private

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Acts are still numerous, the question was one of some importance. It was said that the district was not a union within the Act, because each parish or township in it supported its own paupers, and the common fund was only applicable to the general expenses of the house of industry. Certainly the doctrine of irremoveability seems to apply more fairly to those ordinary unions where the poor are relieved out of the common fund, and each parish contributes according to its rateable property, and not according to the number of its chargeable poor; or, to put it another way, it would probably be better if all unions were ordinary unions. Little good can, and much confusion may, come from the incorporation of districts for poor law purposes under private Acts, and it is to be hoped that before long there will be no exceptions from the general poor law system.

By 35 Geo. 3, c. 101, s. 2, an order of removal may be suspended in case of the pauper's illness, and by 49 Geo. 3, c. 124, s. 3, such order may be suspended with reference to every other person named therein—the result of the two acts being that, if a pauper is too ill to be removed, he is not to be separated from his family. In *Reg.* v. *Sculcoates* (17 W. R. 100), it was decided that an order of removal once suspended remains so, not only till the pauper is well enough to be moved, but till every member of his family is so. Consequently, if an order of removal is suspended on account of the pauper's illness, and he afterwards dies or recovers, and in the meantime his wife falls ill, so that she also is unfit to travel, the suspension still remains in force with regard to her, though he may have previously died or got well again. By the first-mentioned Act the costs caused by the suspension are to be borne by the parish of settlement—*i.e.*, by the parish to which the pauper would have been removed if well enough. But suppose, in the case put above, the wife, after her husband's death, remains too ill to travel, and so resides in the relieving parish long enough to become irremoveable under 28 & 29 Vict. c. 79, s. 8: who then is to pay the costs incurred by the suspension? It is clear that the Legislature never contemplated such a state of things when they passed the Act of Geo. 3, because there was then no such thing as a status of irremoveability; but it is also clear that they intended that the relieving parish should be re-imbursed by the parish of settlement; and so the Court held that the parish of settlement could be ordered to re-imburse the relieving parish for the maintenance of the woman from the suspension till the status of irremoveability was acquired; otherwise, irremoveability supervening on the pauper's illness would have had the strange and unjust effect of making the original order of removal, which had been rightly made, an absolute nullity. The Act of Geo. 3 provided that these costs of maintenance incurred during suspension should be repaid on the death or removal of the pauper, and did not contemplate the pauper living irremoveable in the relieving parish, and dying after some lapse of time. But by 11 & 12 Vict. c. 43, s. 11, repayment must be directed within six months of the matter of complaint arising—within six months, it may be said, of the irremoveability attaching. But the Act of Geo. 3 says repayment may be ordered on removal, or, "in case of the death of such poor person, before the execution of the order of removal;" and to avoid hardship, the Court construed "death" to mean death at any time, whether after irremoveability attached or before. The whole case affords a good illustration of the flexibility of a statute when it has to be applied to a state of things its authors never dreamt of, and of the tendency of modern judges to adopt any decently reasonable construction rather than allow an Act of Parliament to work injustice.

Six Wisconsin jurors recently voted by ballot. Juror No. 1 voted, "No cose of action;" No. 2 voted, "Salt and battery Second De Gree;" No. 3 deemed the prisoner "Gilty of Salt;" No. 4 decided there was "no action of caus;" No. 5 voted it "assault and batory;" while No. 6 decided the prisoner "Guilty of an a salt only."

RECENT DECISIONS.

COMMON LAW.

STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4—AGREEMENT RELATING TO THE SALE OF AN INTEREST IN LAND.

Horsey v. *Graham*, C. P., 18 W. R. 141.

The famous Statute of Frauds affords an inexhaustible supply of new points for the exercise of legal ingenuity. Although the statute is nearly two hundred years old, there is never a year in which some new question is not decided on the construction of its 4th or 17th sections. *Horsey* v. *Graham* is an instance of this. The defendant agreed to transfer to the plaintiff the residue of a term of years then in the possession of other persons. The action was for not transferring the term. The question was (amongst others), whether this agreement came within section 4 of the Statute of Frauds, as being "a contract or sale of lands, tenements, or hereditaments, or any interest in or concerning them." *Primâ facie* it would seem that there could be no doubt that such an agreement was a contract for an interest in land, but it was argued that it need not be in writing because the defendant was not the owner of the term of years and had no interest in it, and that his contract was rather like one for work and labour than for the sale of an interest in land. There was no direct authority on the point, but the Court held that the agreement was within the statute. Keating, J., although he did not formally dissent from the rest of the Court, expressed a doubt whether this section was meant "to apply to the case where one of the contracting parties has not, and does not intend himself to part with, some interest." Brett, J., in his judgment seems to answer this very satisfactorily: "if we put the converse case of the defendant suing the plaintiff on this contract, what would he be suing him for . . . not for work and labour, but for damages for not taking an assignment he had contracted to take. It could not be said then that that was not a contract concerning land, and was not within the Statute of Frauds."

Notwithstanding the doubt expressed by Keating, J., it is probable that this decision will be acquiesced in as being founded on the true construction of the statute. It seems reasonable that the nature of the contract should be gathered from its subject-matter and its scope, and not from the circumstances of the parties to the contract. An agreement by A. to sell land to B. must be a "contract or sale of land," &c., whether A. is or is not then the owner of the land agreed to be sold.

REVIEWS.

The Law Magazine and Law Review. February, 1870. No. LVI. New Series. London: Butterworths.

This number of the *Law Magazine* contains nothing of any peculiar interest, but there are several articles that are worth reading. Those most likely to attract attention on account of their titles are on "Trades Union Legislation," "The Land Question," and "The New Bankruptcy Act." The first of these discusses the present state of the law with respect to trades unions, and argues that the chief alterations required are that the funds of unions should be protected, that there should be perfect liberty for masters and men to combine together to do any act which would not be criminal if attempted to be done by an individual, and that every trades union should be registered. We gather from the tone of the article, although it is not so stated, that the author does not propose to give effect, in civil proceedings, to rules and agreements in restraint of trade. He only argues that such combinations should not be criminal. This, however, is now clearly law since the decision of *Reg.* v. *Stainer* in the Court for the Consideration of Crown Cases Reserved, which we noticed last week, and therefore no legislative interference is now necessary on this point. The article on the "Land Question" is composed almost exclusively of extracts from newspapers on the subject of the Irish land

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question, and contains hardly any original matter. The article on the "New Bankruptcy Act" is a *resumé* of the law of bankruptcy under the new Act, and points out some of the changes that it has made. The remaining articles, on Life Assurance, the County Courts, Exemption of Private Property on the Ocean, the Charters of the City of London, Slander, the Law of Limitation, the Works of George Coode, the French Bar and Sanitary Law, are of the ordinary type, and do not contain anything calling for special notice.

There are the usual notices of new books and of the events of the quarter.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Feb. 15.—*Re E. F. Packer.*

Petition for liquidation by arrangement or composition—Bankruptcy Act, 1869, *sections* 125 *and* 126—*Injunction to restrain proceedings—260th rule.*

The debtor, on the 5th inst. filed in the London Court of Bankruptcy, a petition for liquidation by arrangement; and on the 7th, a levy was made on his effects by F. G. Packer, his brother, for £12 10s., arrears of annuity payable under the will of their father, and for a further sum of £17 10s., alleged to be due to him as residuary legatee.

It appeared that by the will of the father, the debtor was appointed sole executor, and he was empowered to collect the rents of certain houses, to pay certain annuities to his brothers, of whom F. G. Packer was one, and to divide the residue, after payment of repairs and ground rent equally between himself and F. G. Packer. By a codicil it was declared that the debtor and his brother were to hold the property as joint tenants. At the time of the petition being filed F. G. Packer was a creditor of the debtor for the sum of £12 10s., being one half year's annuity to which he was entitled under the terms of the will, and for which also he had power to distrain, and he also claimed £17 10s., which he alleged was due to him as his share of certain moneys received by the debtor for rents. The debtor repudiated the latter claim, and said that a larger sum than £17 10s. was due to him by way of arrears for repairs.

Brough, for the debtor, now applied, under the 260th of the new rules, for an order restraining F. G. Packer from proceeding to a sale of the debtor's effects. He said that the amount of the annuity already due had been tendered to the bailiff, but he had declined to receive it; and he contended that the object of the 260th rule was to protect the debtor's property, and that F. G. Packer had no right, under colour of a legal right to a certain sum by way of annuity, to endeavour to obtain a preference over the other creditors by making a levy for a larger sum than that to which he was entitled.

Reed, for F. G. Packer, contended that the Court had no jurisdiction to interfere, and, if it had, that the facts were not such as to warrant interference.

The CHIEF JUDGE said that F. G. Packer had no right to distrain for anything beyond the £12 10s., and the better way would be to make an order by consent that, upon payment of that sum, together with the costs of the levy, the bailiff should withdraw. His Lordship intimated, at the same time, that it was desirable in a case of this sort, where there were conflicting rights, to appoint a receiver.

Order accordingly.

Solicitor for the debtor, *Watson.*

Solicitor for F. G. Packer, *H. A. Reed.*

Re Trevett.

Bankruptcy Act, 1869, *ss.* 11, 15, 20, and 72.

In this case an interim injunction had been obtained at the instance of the trustee appointed under the adjudication, restraining Messrs. Harrison, auctioneers, from proceeding to a sale of the bankrupt's furniture and effects. It appeared that Messrs. Harrison held a bill of sale dated in September, 1869, and on the 12th of January the bankrupt signed a declaration of insolvency, which was the foundation of an adjudication obtained against him on the 14th. On the 13th, Messrs. Harrison took possession under their security, and proceeded to advertise a sale. The matter was noticed *ante* p. 316.

Reed now stated the facts, and asked that a perpetual injunction might be granted, on the ground that the goods were in the apparent possession of the bankrupt at the period of the act of bankruptcy.

Bagley for Messrs. Harrison.

The CHIEF JUDGE suggested that the proper course to adopt would be for the trustee, as representing the court and the creditors, to sell the goods; the proceeds to abide further order.

Counsel on both sides agreed to this mode of dealing with the case.

The CHIEF JUDGE added that there would be an order restraining Messrs. Harrison from remaining in possession of the property.

Solicitors, *J. Needham; Blackford & Riches.*

Feb. 16.—*Ex parte Paine, Re Bernadat.*

178*th and* 179*th Rules under Bankruptcy Act*, 1869.

This was an application on behalf of the trustee under an adjudication obtained against the bankrupt on the 12th of January, for an order for the commitment of Mr. Flight and several other persons for contempt of court.

Bagley and *Brough* for the trustee.

Sargood, Serjt., and *F. Knight* for the respondents.

The affidavits showed that in October last the bankrupt executed a mortgage of his premises in Leadenhall-street and of the fixtures therein to Mr. Flight, but the bankrupt remained in possession up to the period of the adjudication. On the 13th January notice of the bankruptcy was given to Mr. Flight, and on the following day his agents entered into possession of the premises. On the 15th the messenger went into possession on behalf of the registrar, pursuant to an order made on the previous day; and the trustee alleged that on the 22nd and 25th January Mr. Flight or his agents had improperly interfered with the messenger; that they had been guilty of other acts of aggression by removing or attempting to remove fixtures; and that considerable damage had been done.

Sargood, Serjt., objected at the outset to the reading in support of the application of affidavits other than those upon which it was made in the first instance.

Bagley contended that all the applicant was bound to do in the first instance was to make out a *primâ facie* case, and, by analogy to the practice in Chancery, that further affidavits could be filed up to the period of the hearing. In this case the additional affidavits had been served on the respondent's solicitor, and they had been answered interlocutorially.

The CHIEF JUDGE said this was an application to commit certain persons for contempt by reason of the facts contained in certain affidavits, and the grounds could not now be enlarged.

In support of the application several affidavits were read, and reference was made to *Ex parte Page*, 17 Ves. 59, also reported in Rose 1, deciding that a contumacious obstruction of the messenger was a contempt of court. It appeared that on two occasions some sixteen or seventeen men had entered the premises and had caused a great disturbance.

For the respondents it was contended that no disrespect to the authority of the Court was ever intended, and that the sole object of Mr. Flight had been to protect the fixtures from being distrained by the landlord, who did, on the 15th, come into possession; and that there was nothing upon the face of the affidavits to show that the men were placed in possession for the purpose of terrifying the messenger. It was a conflict between the mortgagee and the landlord and nothing more. *Dalton* v. *Whittem*, 12 L. J. N. S. Q. B. 55, was cited.

The CHIEF JUDGE, in giving judgment, said that up to the date of the bankruptcy nothing had been done by Mr. Flight with a view to possession being taken of the property, and his interest was in suspense for the time. There appeared to have been such an interference with the possession by the messenger that the Court was bound to vindicate its authority, otherwise claims might be put forward in other cases which would tend to obstruct the officers of the Court and defeat the law in bankruptcy. A dispute appeared to have arisen between the landlord and the mortgagee with regard to their right to the fixtures, and his Lordship was of opinion that the trustee was greatly to blame in not having set forth fully and fairly every part of his case; for, if the Court had known, upon the application being made, all that had taken place between Mr. Morley, the solicitor for the landlord, and Mr. Flight, what the real

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facts were, and that there was no intention on the part of Mr. Flight to dispute the authority of the Court, but only to dispute the right of the landlord, a different order might have been made. What Mr. Flight had done was perfectly unjustifiable; he had no right to invade the possession of the messenger; and although the Court was not willing to go to the extent of the notice of motion now that the property was safe and free from invasion, an order would be made that the respondents pay the costs, except so far as those costs had been increased by the affidavits in reply, the statements in which, if made at all, should have been made in the first instance.

Order accordingly.

Solicitors for the trustee, *Ashurst, Morris & Co.*
Solicitors for the respondents, *Batt & Son.*

Feb. 16th.—*Ex parte the Agra Bank (Limited), Re Barber.*
Letter of guarantee—Right of proof.

This was an application by the Agra Bank (Limited), to prove a debt of £16,825, against the estate of James Barber & Co., which was being wound up under a registered deed dated October, 1867. The claim was made upon the terms of a letter of guarantee which the debtors had given to the bank in consideration of their granting a letter of credit to the Cachar Tea Company, to draw upon their bank at Calcutta to the extent of £20,000, as against tea to be forwarded to the debtors, from the proceeds of which tea the latter were to recoup themselves their liability. Between January and June, 1866, bills at six months, to the extent of £16,000, had been drawn. The bank stopped payment in June, 1866, and all these bills (excepting the last, which had been purchased by the bank) were dishonoured at maturity, but had since been paid in full by the bank. No tea had ever been forwarded by the Tea Company to the debtors, and the claim was now resisted by the trustees, upon several grounds, but mainly upon the fact that the circumstance of the bank having stopped payment was the cause of the tea not having been forwarded as intended, and that this had operated to their prejudice as sureties.

Finlay Knight for the bank; *Surgood, Serjt.*, for the trustees.

The Chief Judge, after reviewing the evidence, said that, upon the authority of *Re Agra Bank, Ex parte Tondeur*, 16 W. R. 270, the bank was in no default in not providing for the bills at maturity, and that the fact of the stoppage of the bank did not excuse the debtors or their principals from forwarding the goods, and that the other objections were invalid. As, however, the evidence did not sufficiently disclose when the bills had been paid, there must be a reference to the registrar to ascertain the precise amount which the bank was entitled to prove upon the above footing.

Solicitors for the bank, *Ashurst, Morris, & Co.*
Solicitors for the trustees, *Maynard & Co.*

APPOINTMENTS.

Mr. George Smith Ranson, solicitor, of Sunderland, has been appointed Under-Sheriff for the county of Durham for the present year. Mr. Ranson was certificated in Hilary Term, 1832.

Mr. Francis Hearle Cock, solicitor, of Truro, has been appointed Under-Sheriff of the County of Cornwall for the present year. Mr. Cock was certificated in Hilary Term, 1861.

Mr. Henry Hartley Fowler, solicitor, of Wolverhampton, has been appointed Under-Sheriff of Staffordshire for the current year. Mr. Fowler was certificated in Hilary Term, 1852, and is a member of the firm of Corser & Fowler, of Wolverhampton.

Mr. Francis Tregonwell Johns, solicitor, of Blandford (firm of King, Johns, & Traill), has been appointed Under-Sheriff for the county of Dorset for the present year. Mr. Johns was certificated in Hilary Term, 1843, and he holds the office of Deputy Registrar in the Court of the Archdeacon of Dorset.

Mr. Stephen Sanderson, solicitor, of Berwick-on-Tweed, has been appointed Under-Sheriff of the County of Northumberland for the current year. Mr. Sanderson was certificated in Easter Term, 1861, and holds the office of Sheriff of Berwick and Registrar of the Berwick County Court.

Mr. Thomas Watson, solicitor, of Durham, has been appointed Deputy Under-Sheriff for the county during the current year, under Mr. Ranson, of Sunderland. Mr. Watson was certificated in Trinity Term, 1865.

Mr. Robert W. Hand, solicitor, of Stafford, has been appointed to act as Under-Sheriff of Staffordshire, under Mr. Hartley Fowler.

Mr. Chantry, a London solicitor, has been appointed by the Lord Chancellor Assistant Registrar of the Birmingham County Court, and joined his appointment on the 14th of February.

Mr. Walter Thompson, solicitor, of Oxford, has been elected Clerk to the Oxford Board of Guardians, in the room of the late Mr. Henry Jacob. Mr. Thompson was certificated in Trinity Term, 1863.

GENERAL CORRESPONDENCE.

Insurance Companies and their Amalgamations.

We regret that we have not space this week for the long letter of "Another Policyholder in an Amalgamated Company."

The New Albert Life Assurance Company (Limited).

We have not space to insert Mr. Charles Henry Edmands' criticism of the rival reconstruction scheme which we noticed last week. We are glad to learn from Mr. Edmands' letter that the "New Albert Scheme" proposes that policyholders should be entitled both to attend and *vote* at meetings.

The Practice of the County Courts.

Sir,—The Judicature Commissioners next ask:—"18. Is it expedient to make any, and what, change in the fees allowed on taxation to either counsel or solicitors? 19. Ought the court fees payable by the suitors in the county courts to be reduced in common law, equity, or admiralty jurisdiction?"

These two questions relate to very important matters, and it is especially difficult to answer them properly in the form of a letter. I may, however, draw attention to a few salient points, a proper understanding of which may be productive of some good. And first as to the court fees payable in common law proceedings. These, as a general rule, are based on the sound principle of being few in number, easily understood by the suitors, and easily kept in account by the clerks. The three principal fees are—one shilling in the pound up to £20 for every plaint; a like sum for every judgment by default, or by consent, or on admission; and two shillings in the pound for every hearing where the demand is not admitted. Now, although I cannot deny that to charge a premium of fifteen per cent. on the administration of justice is a very burthensome tax, and I am clearly of opinion, with the County Court Commissioners of 1855, that the five per cent., at present payable on plaints, might safely be reduced to two and a-half per cent., still I am aware that to keep up the county court system a large sum, in addition to the annual Parliamentary grant, must be derived from the suitors themselves. The question, therefore, which I wish to discuss is not so much a question of amount as one of practical detail, and I think I shall be able to explain very clearly that an alteration, which was first made in 1862, with respect to the fee payable on admission has been extremely mischievous. Prior to that year the reduction of the hearing fee by one-half was only allowed in cases where, before the plaintiff actually appeared in court, the defendant had acknowledged the debt, and had come to terms as to the mode of payment. The object of charging a less fee in this case than on a hearing was to induce defendants who had no real answer to the claims against them, to save the time of their opponents and of the Court by consenting to judgment being entered up. It enabled a creditor to say to a debtor, with a good chance of the latter listening to what was said, "You know you owe me the money I demand, save me the annoyance of going into court, and you will yourself escape one-half of the hearing fee."

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The County Court Commissioners, with whom this plan originated, thought that it would relieve the judges from much troublesome routine business, which might be safely permitted to "do itself;" and no doubt it has had that effect to a very great extent. But, unfortunately, in 1862, the Lords of the Treasury, unmindful of the reasons which had led the County Court Commissioners to frame the rule, and desirous of, as they fancied, improving upon it, made an order that in all cases where the defendant or his agent should, at the hearing, admit the claim, the hearing fee should be reduced from ten to five per cent. It will readily be understood that the effect of this new order was in a great degree to neutralise the good which the County Court Commissioners had done. The defendants having no longer any special motive for making an early admission, are apt to put off that disagreeable process to the last available moment, trusting to what is called "the chapter of accidents," which may prevent the plaintiff from appearing at the trial. The time of the Court is then once more taken up in settling disputes, which the parties could equally well have settled between themselves; but this is the least of the evils caused by the new order.

As all fees in the county courts are prepaid, the effect of an admission at the trial is to entitle the plaintiff to a *return* of half the hearing fee, and this brings in its train two serious inconveniences. One is, that the fee book, of necessity, is kept in a chronic state of erasure and interpolation, the admission fee being substituted, in a multitude of cases, for the hearing fee, and the accounts embrangled in consequence. The other is, that as few of the plaintiffs are "well up" in all the technical rules of the court, it constantly happens that they are not aware of their right to any return of fees; and they consequently make no demand on the subject. This affords an opportunity to the clerk for peculation on a large scale, and holds out a temptation to malpractices to which no man ought to be exposed.

In the schedule of fees which was sanctioned in 1867, and which is still in force, the mischievous order of 1862, which I have just discussed, was again inserted, and that schedule also contains two other fees of trifling amount indeed, but both of which are faulty in principle and pernicious in practice. The first is an additional fee of one shilling, when the claim exceeds £2, and the summons is to be served by the bailiff; the second is a like fee of one shilling "for each defendant above three." What renders this last fee the more remarkable is, that the Lords of the Treasury have been unwisely recommended to impose it, in direct opposition to the advice of the County Court Commissioners, who expressed a unanimous opinion that "no increase of fees should be made by reason of there being more than one plaintiff or defendant." The mischief caused by these fees is, that they confuse the accounts, and by affording convenient excuses for mistakes, they facilitate frauds.

Turning now to the fees and costs payable in equitable proceedings, I have no hesitation in expressing an opinion, that the schedules sanctioned by the authorities are altogether faulty. Just imagine two scales of court fees, one where the subject of the suit exceeds, and one where it does not exceed, £100, in both of which the registrar is empowered to receive between thirty and forty separate fees, while the high bailiff may make the suitor "stand and deliver" on eight or ten different occasions. I will not attempt to enumerate the costs which may be demanded by the legal adviser; suffice it to say that their name, like that of the devils of old, should be "Legion," for they are very many, and it would require more leisure than most men possess to become acquainted with their details. All that I can do is to illustrate the practical working of the system, by referring briefly to the costs incurred in two or three simple suits which have been disposed of in my own court.

The first I shall mention was an administration suit, in which the plaintiff sought to recover a legacy of £80, and the executor had a counter-claim for certain disbursements. The Court ordered that the plaintiff should receive £53 6s. and costs, and these last were taxed on the lower scale at £18 17s. 8d. The next was also an administration suit, in which the question to be determined was, which of two charitable institutions was entitled to a legacy of £180. Part of the description was applicable to one of the charities and part to the other. "The voice was Jacob's voice, but the hands were the hands of Esau." I heard one or two witnesses for the purpose of obtaining full information respecting the two charities, and decided in favour of the claimants. The costs as taxed on the higher scale were as follow:—Costs of the claimants £18 6s. 4d, costs of the other charity £6 2s., costs of the trustees £9 15s. 6d., making a total of £34 3s. 10d. The only remaining case I shall mention was a suit for dissolution of partnership. After a receiver had been appointed, an interlocutory application was made, on behalf of the landlord of the partnership premises, for £20, being a year's rent, to be paid out of funds in the receiver's hands. There was no opposition to this demand, and it was granted at once, with costs. When the costs were sent in for taxation, the registrar was startled to find a claim for £15, the landlord's solicitor contending that, as the partnership property exceeded £100 in value, he was entitled to have the costs taxed on the higher scale. The registrar could not "see this," nor could I; and ultimately the costs were taxed on the lower scale at £6 1s. I leave the commissioners to decide for themselves whether the law does not require large amendment, which enables an attorney to recover such costs for such services.

A METROPOLITAN COUNTY COURT JUDGE.

Sir,—The observations sent herewith were written at the suggestion of one of the Liverpool county court judges, and were much approved by him. If you consider them fit for your journal they are at your service.

I know that the complaints I make are those also of a great body of the profession, and I believe that when legislation on a subject is imminent, ventilating the imperfections of the present system best leads the way to its amendment. JOHN JOSH. YATES.

11, South John-street, Liverpool,
7th February.

Sir,—An entire remodelling of the system of county court practice is suggested by most of the provincial law societies, and their suggestions will come before the Judicature Commission.

But assuming it to be wiser that the practice should be left substantially in its present state, there are certain faults which the interests of the public require to be dealt with at once. The existence of these faults for a long time caused avoidance of the county court by suitors in money cases; but now that suitors are forced to that court under penalty of losing their costs, the difficulties which kept them away should in fairness be removed.

The first objection, and that most substantially felt, is the absence of an efficient procedure to obtain judgment by default. As matter of practice it is well known to solicitors that of the number of actions in the superior courts and courts of passage which they commence in the course of a year, nine-tenths do not go beyond plea, judgment by default being obtained either for want of appearance or of plea; the great majority of such judgments, however, are for want of appearance. In most cases service of the writ is effected within three days after the writ is issued, and the plaintiff is entitled to issue execution in nineteen days, but very frequently defendant pays several days before the time for execution. The result is that a plaintiff recovers his account without being put to any trouble but that of giving the first instructions to his attorney.

It is answered that in certain cases the county courts permit judgment by default. Why in certain cases at all? why not in all cases, or at least in all cases above

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£5, if there should be a limit, which is very doubtful? To permit judgment by default in all cases above £5 would unquestionably be a very great advantage to plaintiffs, and to *bonâ fide* defendants it would only give a little extra trouble, and the disadvantage which would ensue to those who had no defence would hardly be ground for objection. But to deal in order of their age with those cases in which judgment by default may now be obtained in the county court:—

1. In actions on bills of exchange the chief objection to the formula of obtaining judgment is that the summons must be personally served by officers of the court.

2. In actions above £20. The objections to this formula are that too long a time is occupied, that the summons requires personal service by a bailiff of the court. (1.) From the day of issuing a summons to the return day there is generally an interval of about five weeks, and until that return day the plaintiff cannot obtain his judgment. Why should he be so long delayed? If the practice of the county court in this respect be right, then that of the superior courts must work injustice, and *vice versâ*. (2.) In the populous districts of some county courts a very large number of summonses are issued every day, and there are not a very large number of bailiffs to serve them. The time of those bailiffs being fully occupied with summonses which do not require personal service, it is impossible for them to give to personal service that time and attention which is required to securely effect it. Some men can only be found at certain times in the day, some only by constant watching, and others must be followed about. The plaintiffs only know these peculiarities of their debtors, they can effect or direct service, but how can the county court bailiff be expected to succeed in such cases; they do not succeed, and in consequence the suitor who adopts this provision for obtaining judgment loses his time and trouble, and instead of recovering his debt, has to begin his proceedings over and over again. Can any sensible reason be assigned why the plaintiffs should not get served as *they* like the documents upon which *they* depend for success?

3. Section 2, County Courts Act, 1867. This was a step in the right direction but was a lame step and did not go far enough. First, the time occupied in obtaining judgment is much too long. Secondly, why is it limited to actions for goods to be dealt with in the way of defendant's calling? It will be found in experience that debts for goods so supplied are generally punctually paid, and actions for their recovery are seldom met with in a county court. The staple classes of county court claims are those for goods supplied for personal use or consumption, for work, or money. Thus, this section is of little use, and has been little used; it is a great cry with very little wool.

The next objection is that the plaintiff is not entitled to sue in the county court of the district in which he resides unless the defendant resides or the cause of action arose in it. Why should a man be obliged to follow his debtor about? A great quantity of the sales of goods which are effected throughout the country are made by travellers for large houses in large towns. That the necessary witnesses should go down to the country place to prove a small debt is out of the question —the expense and inconvenience would exceed the amount involved. Therefore, the creditor, rather than bring an action in the debtor's county court, abandons the debt, and it has been known that debtors, well able to pay, have constantly avoided doing so by placing reliance on the difficulties besetting their creditors in this respect. All injustice to debtors might be avoided by power being given to the Court to remove any cause on good reason being shown.

Thirdly. There should be something more in the nature of pleadings on the plaintiff's side. The statement in the summons taken with the particulars is generally sufficient, but under the present practice there is nothing to tell a plaintiff what case he has to meet unless a few special defences which are not of very general occurrence are used. In ordinary actions on the money counts there will generally be no defence, or no defence except that of payment. That is a defence which must be pleaded in the other courts, and if that is the only defence the plaintiff will not be put to the trouble of proving his claim, or, if the defendant puts him to that trouble, it will be at the former's expense. But where a similar defence is to be raised in the county court action, the plaintiff must nevertheless be prepared to prove his own case entirely; he must have in attendance the clerk or traveller who sold the goods, and the carters who delivered them; and when it turns out that such witnesses were wholly unnecessary, and he is beaten on the question of payment, he has no remedy for the extra expense he has been put to. Again, take the case of an action on a bill of exchange; the plaintiff may be put to prove signature, consideration (if action against drawer), presentment, and notice of dishonour. It may very often happen that each of these defences may require separate witnesses, with all of whom the plaintiff, to be safe, must be provided when one only will turn out to be necessary. Again, take the common case of a collision between two vehicles; the plaintiff must not only be prepared with witnesses of the occurrence, who are often numerous enough, but also with evidence of the ownership of his own and the defendant's vehicles. These cases will show sufficiently that a plaintiff may be put to considerable trouble and expense by coming to trial unaware of his adversary's defence, and the remedy for the grievance would be very simple; concede an extended power of obtaining judgment by default, and you have already imposed on the defendant the necessity for giving notice of that defence; then let him add to his notice a simple statement of the grounds of his defence. The defendant should be confined to those grounds at the hearing, subject to a power reserved to the judge to amend on terms, if necessary, and a successful defendant should pay the costs occasioned by his stating more grounds of defence than he proves.

Some power to obtain further particulars of plaintiff's claim would occasionally be a boon; at present, the only means of obtaining them is to administer interrogatories.

No doubt the alterations which are here suggested would lead to increased expense in many cases, and a new scale of costs in actions, say between £5 and £20, and the employment of attorneys in those actions would become necessary. But is that an evil? Many are the cases in which a county court judge is materially assisted in doing substantial justice between the parties by the dispute being thoroughly sifted by a skilled advocate on each side. Besides, by judgments by default the Court would be freed from the trial of cases in which there was no dispute, and where there is a substantial dispute suitors are entitled to have skilled assistance, and are not to be called upon either to unravel the difficulties of our somewhat complicated laws themselves, or to be obliged, irrespective of the justice or injustice of the case, to pay for the assistance they require. No attorney can, for the miserable fee now allowed under £20, properly get up a disputed case; no doubt many profess to do so, but they generally only give to the case that attention which the fee deserves. The work of an attorney, like that of any other person, will be proportioned in skill and labour to the remuneration received.

With reference to the practice in Admiralty there is very little to complain of, except that there should be a power to consolidate suits, and that in actions for wages an amount, say £10, should be fixed as the lowest limit of a verdict which would carry costs. The inexpensive procedure before justices is sufficient for small claims for wages; it was almost invariably considered satisfactory before 1868, and it is a great grievance to shipowners that in contesting a few shillings of a sailor's claim for wages they should render themselves liable to costs amounting to between £14 and £20.

At the same time, however, while it is admitted that the present practice in Admiralty does not much in-

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juriously affect suitors it is plain that the labours of the judges and the officers of the court must be seriously increased. If a certain jurisdiction *in rem* be reserved, and the suggestions as to notice of defence made in this paper be acted upon, it is difficult to see why all Admiralty cases, except perhaps actions for collision and salvage, should not follow the procedure of the court in ordinary cases. Collision and salvage cases are excepted, because in them a more extended statement of the facts giving rise to a plaintiff's claim than could be contained in an ordinary summons is imperatively necessary.

With regard to equity practice, it is impossible that could be assimilated to the ordinary practice, because, except in two cases, the decree of the Court could not be worked out by the use of any of the powers by which the Court enforces its orders in common law causes. Those two cases are, (1) the claim of a legatee in an administration suit; (2) the claim of a creditor in a similar suit. Now, although "A Metropolitan County Court Judge" has written in the *Solicitors' Journal* to a contrary effect, the writer thinks that any one conversant with equity practice will see at once that even in those two cases, in the event of a defendant disputing the claim, justice could not be properly dealt out to a plaintiff in an ordinary trial in the court. A creditor or legatee usually knows very little as to the assets of the intestate or testator, and has little or no means of coming to trial prepared to rebut a defendant's statement that there are no assets or that the assets are fully administered. He would be at the mercy of a defendant unless he had the means of extracting from the defendant himself information as to the estate, and fully investigating his payments and receipts. Where it was stated that the estate was insolvent the claimant in that case, as in every other case of insolvency, should have ample opportunity of testing the alleged insolvency. On the other hand, if the claim be admitted or decreed for on the hearing, and there be no insolvency, no injury need, except from his own fault, accrue to the defendant, because it is or ought to be well known that an administration suit by creditor or legatee can at any time be put an end to by payment of the particular debt or legacy.

But the amount of court fees in equity suits is very objectionable, and negatives the intention of providing cheap justice. No doubt the scale of fees has been framed upon the principle acted on in the formation of the county courts, that they should be self supporting; but is not the principle wrong? Why should suitors who claim small sums pay all the expenses of the courts they make use of while those who claim large sums only pay a part of the expense of the courts in which they sue. In an equity case in the county court contested, and in which the rule is that both parties' costs come out of the estate, an estate of £100 is generally divided between the lawyers and the court fees, the latter taking a very large slice.

Before closing these remarks a few words may be said as to those common law cases which are sent for trial after issue joined. No doubt they occupy a portion of the time of the Court, and to that extent prejudice the legitimate suitors in the county court. It is never with any semblance of reason contended that these cases are not originally fit for the court in which they are actually tried, but their being brought in the superior court is the fault of the inadequacy of the county court procedure before trial. When an attorney is instructed to recover a debt, say of £30, he looks first to obtaining an immediate judgment if the claim be admitted; and, secondly, to knowing what he has to try if a trial is to take place. He finds that he cannot be secure of attaining either of these objects by commencing proceedings in a county court; and therefore goes to a superior court, and ultimately he comes to trial before a county court judge, having failed, but only after an effort, to obtain judgment by default, with a full knowledge of the questions to be tried.

JOHN JOSEPH YATES.

BOULTON'S CASE—REVISION OF THE STAMP LAW.

Sir,—I congratulate the Manchester Law Association upon the prompt energy and spirit they have displayed in coming to the rescue with their memorial to the Chancellor of the Exchequer.

The memorial states that during the last twenty years nine Acts having stamps for their principal subject have been passed; but the fact is that *nineteen* Stamp Acts, properly so called, have been passed within that period, as you will see at a glance by the printed and MS. lists enclosed.

The memorialists, too, in asking Mr. Lowe to undertake a consolidation of the stamp laws, ignore the fact that he, at the beginning of last session, in reply to the inquiry of a member, told the House that the Solicitors of Inland Revenue were then engaged upon the work of consolidation, and that if not that (last) session, yet most certainly next (the present) session he hoped to introduce a bill for the purpose; and yet that nothing whatever is intimated in the Queen's speech of this session upon the subject.

The memorial says that many hundred building leases must have been invalidated for purposes of evidence by the decision in *Boulton's case*. Seeing that the question of the chargeability of the separate 35s. stamp was never before raised until the Inland Revenue authorities just recently raised it, and that no one lease made since the passing of the Act in 1854 bears the stamp, as I believe—rather, therefore, than hundreds, it may be said that *thousands* of leases are so invalidated for want of it.

Not to refer to other points touched upon by the memorial, I will just observe that one is glad to find it boldly urging consolidation and general revision. This question of consolidation and revision is not, however, new to your columns; nor that of the objectionable legislation upon the stamp duties, and the bad framing of the Acts, which during recent years—and in lieu of consolidation—we have been favoured with. In particular it has been complained that, while so many heads of duty have been reduced, and many deeds and instruments which were charged with the "deed," or a fixed duty approximating to it in amount, have been charged with a lesser duty, yet that this "deed" stamp was allowed to remain at 35s.—and so to operate with great harshness in many cases, relatively with other duties, and to create gross anomaly and inconsistence in the Acts as a body; and we could not have had a further and stronger proof of this than the result of the decision in *Boulton's case*.

To conclude with a word or two more on this case, I do not hesitate saying that the construction and application given by the Court to section 16 of the 17 & 18 Vict. c. 84, will go to extend it, and so charge the 35s. in—I may say many—other cases besides building leases, and where it will operate with equal hardship and inconsistency, and where, equally with building leases, the framers of the Act never intended it should apply. And, indeed, I believe I can say that the Inland Revenue Solicitors, emboldened by the decision in *Boulton's case*, are asking for payment of the 35s. in other cases than the leases, which were never suggested as being chargeable by their very able predecessors in office.

These last remarks of mine touch upon a subject which is scarcely second in importance—as regards the interest of the profession *and the Revenue* to that of consolidation and revision of the Acts—I mean the recently changed views, practice, and organisation of the Inland Revenue Office. This subject cannot be adequately dealt with at the end of a hurried letter, and, therefore, I will end with only expressing surprise that the profession, and especially our societies, have not ere this openly and energetically moved in the matter.

VERITAS.

Feb. 14.

COSTS.

Sir,—Does the practice of any of your readers enable them to decide, or even to venture an opinion on, the following case:—I know of no decision in point, nor does my pleader, though in extensive practice. It became needful to bring an action for an account against an agent who had received rents for the plaintiff. What *amount* he had received was not known, but it was believed some £70. This surmise turned out correct, for on administering interrogatories, the reply was, that he had received nearly that sum, but claimed a set off which would reduce the amount due to some £3. Now, the set off is notoriously "cooked," and there is a great reason to hope that it can

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be reduced, and even if the plaintiff failed in reducing it, as a balance is admitted, if that balance would carry the costs, it would be prudent for him to continue the action, as he has two motives; one, to get the set off reduced, and the other to get his costs, which as the £3 is not paid into court he cannot get without going to trial or reference. The question is therefore, would the recovery of this admitted balance carry the costs ?

It is presumed the point turns upon whether a judge would, or would not, certify for costs under the 5th section of the County Courts Act, 1867. On the "*pro*" side it will be seen that the plaintiff was compelled to sue in a superior court, as he had good reason to believe the defendant owed above £50, and he had no means of knowing what set off defendant would claim ; and, in fact, he has proved by defendant's own admission that more than £50 was due to him, and this proof is only obtained *by the action*, as all efforts to get an account without proceedings were futile. On the "*con*" side there are the two facts; one, if he cannot disturb the set off, £3 only will be recovered, the other, that even if he *can* reduce the set off, he cannot hope to reduce it so much as to bring the sum recovered to above £20. LEX.

STAMPS ON BUILDING LEASES.

The following correspondence has been forwarded to us for publication :—

[Copy.]

Boulton v. *The Commissioners of Inland Revenue.*

Shannon Court, Bristol, 12th Feb., 1870.

Sir,—Referring to your letter of the 31st ult. to Messrs. Oliver & Botterell, solicitors, Sunderland, stating that the Commissioners of Inland Revenue have determined not to exact any penalties on the re-stamping of deeds shown to be insufficiently stamped by the decision in this case, where they are taken to be stamped within a reasonable time, we beg to enquire whether a delay until the end of the present Session of Parliament in sending deeds insufficiently stamped to have the needful stamps affixed, pending the issue of the petitions now being sent from solicitors in all parts of the country, praying Parliament to pass without loss of time a measure of indemnity and repeal, will necessitate an exactment of the penalties?—We are, Sir, your obedient servants, ISAAC COOKE & SONS.

To the Solicitor of Inland Revenue,
Somerset House, London, W.C.

[Copy.]

Solicitor's Department, Somerset House,
London, W.C., 15th Feb., 1870.

Gentlemen,—In reply to your letter of the 12th inst., I beg to say that a delay in sending instruments of the description to which you refer, pending the determination of the Government with reference to an Indemnity Act, would not, in my opinion, be unreasonable.—I am, Gentlemen, your obedient servant, W. H. MELVILL,
Solicitor of Inland Revenue.

Messrs. Isaac Cooke & Sons.

LIABILITY OF SCOTCH RAILWAY COMPANY FOR LUGGAGE BOOKED TO LONDON.

Sir,—A gentleman leaving Scotland to reside in England takes a ticket at the Caledonian Railway Station at Glasgow as a passenger to London. His luggage is duly addressed; it is labelled by a porter to the company, and put into the luggage van. The luggage is lost on the journey, and the passenger, after efforts made to obtain compensation from the Railway Company, is left to his remedy against them at law. The Company have no place of business in England, but their passengers are forwarded from Scotland to London by the London and North Western Railway Company. Can you inform me, by a future number of your journal, if, by the general law of Scotland or by statute, the Company would be liable by contract express or implied, to compensate the passenger for his loss; or in other words, were the Company bound to take care of the luggage? If they were bound by the general law of Scotland or by statute, can or cannot the passenger sue the Company in England, or must he resort to the Scotch courts for his remedy against the Caledonian Railway Company ?

It is stated by a writer to the signet residing at Glasgow, that a decision upon the point has recently been pronounced by one of the Scotch courts, that the remedy is in Scotland only. This may or may not be so, but if so the answer to query No. 7 in your journal of the 22nd ult (common law questions) suggests the doubt I entertain upon the question I now put, and that possibly the passenger has a right to sue in England. At any rate the answer might elucidate the principle of the maxim, "*debitum et contractus sunt nullius loci.*" QUESTIO.

LOVESY'S BANKRUPTCY.

Sir,—I venture to observe that you have omitted to notice a fault in this little work in your review. I do not know how other practitioners may regard it, but I look upon the fault to which I allude as a very grave one ; at all events it has caused me much annoyance, and I cannot help thinking that if Mr. Lovesy will not or cannot alter his book, he ought to alter the advertisement of it in your journal by which I was misled, and by which others also will be misled I should think. In the advertisement I am informed that the book contains "The Debtors Act, 1869," but when I get it the most important part of this statute (the sections from 3 to 9) is altogether omitted, so that I say it does *not* contain "The Debtors Act, 1869." It is very true that Mr. Lovesy states he has left out these provisions because they do not relate to bankruptcy; but one cannot know this fact till one gets the book itself, and it is then too late for the publishers on being referred to say "they are sorry, but the book is quite perfect": so it is as Mr. Lovesy *wrote* it, but not as Lovesy *advertised* it.

A SOLICITOR.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 14.—*Sunday Trading.*—Lord Chelmsford introduced a bill.

HOUSE OF COMMONS.

Feb. 11.—*The New Law Courts.*—In reply to Mr. Headlam, the First Commissioner of Works said that Mr. Street was now engaged by his directions in drawing up plans for the construction of the Courts within the limits of the site prescribed by the Act passed in 1865, also within the limits of the funds which were provided by the Act passed in the same year.

Farm Horse Licences.—In reply to Mr. Milbank, the Chancellor of the Exchequer said he had no intention of bringing in a bill exempting farm horses from licence when employed in hauling for parish road repairs.

Returning Officers' Expenses—Serjeant Simon moved, *apropos* of the Southwark election, that in the opinion of the House it was inexpedient that the expenses at elections should be any longer left to the discretion of returning officers.

The Solicitor-General said the contract between returning officer and candidate beforehand was purely optional on both sides. In the absence of such contract the officer was bound by law to afford reasonable accommodation, recouping himself subsequently from the candidate, and in the Southwark case the officer had said that he should refuse to the candidate who declined to contract that reasonable accommodation which would put him on an equality with those who had contracted ; a position which the officer had no right to take, and by which he incurred the risk of an action. The officer's position might be hard, but such by law it was. The subject should before long receive the attention of the Government.

Motion withdrawn.

Married Women's Property.—Mr. Russell Gurney introduced a bill.

Feb. 14.—*The Vacant Common Law Judgeship.*—In reply to Mr. Stavely Hill, Mr. Gladstone said that before the last general election three extra judges were appointed to try election petitions. That business had almost entirely gone by, and, consequently, the Government did not intend to fill up the vacancy. There was a special reason for not doing so now, because bills having reference to the higher courts of judicature had been announced in the Speech from the Throne. To remedy the incouvenience arising from the relative strength of the Judicial Bench in different courts pending the consideration of those measures, the Lord Chancellor would introduce a bill next week in the House of Lords.

The Ballot.—Mr. Leatham introduced a bill.

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Merchant Shipping Law Consolidation.—Mr. Shaw-Lefevre obtained leave to introduce a bill.

Feb. 15.—*Land Tenure (Ireland).*—Mr. Gladstone obtained leave to introduce the Government bill.

Feb. 16.—*Marriage with Deceased Wife's Sister.*—Bill read the second time, without debate.

Electoral Disabilities of Women.—Bill introduced.

Summoning of Juries.—Bill to amend the law introduced.

Revesting of Mortgages.—Mr. Dodds introduced a bill to facilitate the revesting of mortgages in the mortgagors. The bill would not extend to Scotland.

OBITUARY.

MR. C. BECKINGTON.

Mr. Charles Beckington, who was for many years an attorney of Newcastle on-Tyne, died there on the 1st of February, aged fifty-four years. He was certificated in Michaelmas Term, 1835.

MR. C. J. SHEBBEARE.

We have to record the death of Mr. Charles John Shebbeare, Barrister-at-Law, which took place suddenly, at Surbiton Hill, on the 12th of February, at the age of seventy-six years. Mr. Shebbeare was educated at Queen's College, Cambridge, where he graduated M.A. in 1841. He was called to the Bar at Gray's-inn in January, 1837, and practised for many years as an equity draughtsman and conveyancer.

MR. C. TAYLOR.

Mr. Charles Taylor, formerly a solicitor of Sunderland, died at Temple House, Surbiton Hill (the residence of his brother) on the 12th February, at the age of fifty-five years. The deceased gentleman was the eldest son of the late Mr. Thomas Taylor, of Sunderland; and we learn from a *Law List* for 1846 that he was then Clerk to the Commissioners appointed to carry out the provisions of the Bishopwearmouth Paving and Lighting Act. Soon after that time he seems to have retired from the profession, as his name has disappeared from subsequent issues.

MR. R. J. GAINSFORD.

The death of Mr. Robert John Gainsford, solicitor, of Sheffield, and of Durnall Hall, near that city, took place on the 6th February, at Rome, to which city (being a Roman Catholic) he went in November last, to attend the sittings of the Œcumenical Council. The late Mr. Gainsford took out his attorney's certificate in Easter Term, 1831, and was formerly in partnership with the late Mr. Edward Bramley, Town Clerk of Sheffield, and latterly with his son Mr. Herbert Bramley, under the style and title of Gainsford & Bramley. Mr. Gainsford held the office of registrar of marriages, &c., for Sheffield, and was secretary to the Liberal Association of the West Riding of Yorkshire, and fought the last two electoral battles successfully. He was also a member of the Roman Catholic Poor School Committee, and took part in the proceedings held at the Birmingham Town Hall, on the 15th November last, in support of the denominational system of education. He contributed to the periodical literature of the day, and was a writer for the *Dublin Review*. Mr. Gainsford was in his sixty-fourth year at the time of his death.

MR. T. FOWLE.

Mr. Thomas Fowle, solicitor, of Northallerton, in Yorkshire, expired on the 11th February. Mr. Fowle's certificate as a solicitor dates from Michaelmas Term, 1831, and he held the office of clerk to the Commissioners of Land, Income, and Assessed Taxes for the Northallerton district. He was also steward of the halmote court and all temporal courts within the manor of Allerton and Allertonshire, and steward of the respective manors of Thorntonlee-Moor, Morton-upon-Swale, and Welbury. Since 1859 he has been in partnership with his son, Mr. William Fowle.

Mr. Henry James, Q.C., M.P. for Taunton, has been elected a Bencher of the Hon. Society of the Middle Temple. Mr. James was called to the bar at the Middle Temple in January, 1852, and was created a Queen's Counsel in 1869.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday the 15th inst., Mr. Hargreaves in the chair, the following question was discussed:—"Was the Government justified in suspending Mr. Madden from his office of magistrate, on account of the letter which he recently addressed to the Secretary for Ireland, declining the office of high sheriff?" Mr. Munton opened the debate in the affirmative, and when, after a very animated discussion the society divided, the number of votes on either side was found to be equal. The Chairman gave his casting vote in the affirmative, in which view the question was declared to be carried. The debate was well sustained throughout and was certainly the best that has taken place this session. The number of members present was twenty-eight.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A Law Benevolent Corporation.*

A relation of mine—a medical practioner—sends three sons to the Medical College at Epsom. On enquiry, I find that they are educated at a very moderate cost, and that fifty boys, the sons of decayed medical men are boarded, lodged and taught there *freely*: moreover, that there is annexed to it an almshouse for decayed doctors, their widows and families. I then remembered the Charterhouse, for old decayed gentlemen and boys. And I said to myself—I had felt it for years, but it came up now in brighter colours—Why should not lawyers have a Law College, or (I preferred a term smacking more of antiquity) a Law House? I sat down and wrote the following circular:—

"21, Great George-street, Westminster, S.W.,
August 18, 1869.
"The Law House.

"My Dear Sir,—Permit me to beg your attention to my proposal to organise an Incorporated Institution for the benefit of decayed members of the legal profession and their families, and for the education of the children of members, under the above or some other appropriate title.

"There are Societies for the Education of the sons of members of the other professions, and of many branches of trade, and for aiding decayed members, and their widows and children. But the profession of the law has no such institution.

"It is true that there are two Societies who give annuities, or temporary relief, to decayed solicitors and their families; but the Solicitors' Benevolent Association is only enabled, at present, to give £475 a-year, and the older Law Association can only give £1,400 a year, and this is confined to Metropolitan Solicitors.

"There is then no institution for aiding decayed Barristers, their widows and children. There is no institution for educating, free of charge, or at a moderate rate, the children of either branch of the profession. There is only £475 a year for the Solicitors of all England, and £1,400 a year for those of the metropolis.

"Among the old foundations, the Charterhouse, and among new Societies, the Medical College at Epsom, form admirable models.

"At the latter, twenty-four pensioners, being aged medical men, or their widows, find a comfortable home, and the number will be increased. There are resident in the college 200 boys, the sons of medical men, fifty of whom as foundation scholars are educated, clothed, and maintained at the expense of the institution. The remainder (except a few exhibitioners, who pay less) are charged £40 a year each for an education of the highest class, board, washing, use of books, &c.

"The experience of both these institutions points to the desirability of separating the buildings for the pensioners from the schools.

"As to the necessity of such an institution for lawyers, there can be no doubt. The directors of the Law Association, of whom I am one, have but too often to listen to details of the miseries of applicants which they cannot sufficiently relieve. The decayed barrister or soli-

* A paper read at the Metropolitan and Provincial Law Association meeting on the 19th October, 1869, by Mr. John M. Clabon.

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citor keeps his miseries to himself—to divulge them would destroy all remaining hope of practice.

"Will you aid me in establishing an incorporated association, for the benefit of the legal profession, on the same footing as the medical college at Epsom.

"If twenty members of the two branches of the profession will join me, I will, adding their names to mine, issue a circular to the Lord Chancellor, and the whole profession, and lay the result before a general meeting.

"I will undertake all preliminary labour, and a large share of all subsequent labour, while life and health are spared, in any honorary position which may be thought best.

"JOHN M. CLABON."

This was sent as follows:—

Queen's counsel	21	36
Other barristers	15	
London solicitors	150	220
Country solicitors	70	
		256

With all of whom I could claim such an acquaintance as enabled me to address them as "My dear sir."

The letters went out at an unfortunate time, just at the beginning of the Long Vacation, or I think I should have had more replies than the following:—

Queen's counsel	4	9
Other barristers	5	
London solicitors	35	60
Country solicitors	25	
		69

Taking the question to be a general one, that of the propriety of giving more aid to poor lawyers, by educating their children, and by pensioning themselves and their families, the replies may be thus classified—

	Favourable.	Unfavourable.
Queen's counsel ...	3 ...	1
Other barristers ...	4 ...	1
London solicitors ...	24 ...	11
Country solicitors ...	20 ...	5
	51	18

But the greater part of the unfavourable replies were founded on personal reasons, such as old age, pre-occupation, and the like. There were but three—one from a Queen's counsel, one from a London solicitor, and one from a country solicitor, which were decidedly hostile.

And I have the pleasure to add that I am at liberty to make use of 25 names—viz., 12 London soliciters, and 13 country solicitors of position, who will aid in the scheme.

But I have been talking generally. I need not tell you that in 69 letters, numerous opinions were expressed. These, with the reasons given for them, have led to the following modification in my ideas.

1. That it is not expedient to join the Bar and the attorneys and solicitors in one benevolent movement. There would be jealousy between them, and there is not enough evidence of a desire on the part of the Bar to join.

2. That it is not desirable to spend a large sum in buildings.

3. That class schools are not desirable.

4. That educational help will best be given by granting sums to those who want it, to enable them to send their sons *and daughters* to schools of their own selection.

5. That adults brought together into almshouses, and away from their families and friends and old neighbourhoods, come there unwillingly, and that such almshouses are apt to become places of restraint and scandal talking.

6. That help to decayed attorneys and solicitors and their families will best be given by pensions.

My scheme therefore resolves itself into one for granting pensions—

(1.) To aid the education of the sons and daughters of poor attorneys and solicitors.

(2.) To support themselves or their families.

Here arises a question which is much dwelt on by many of my correspondents, viz., That it is not expedient to multiply societies of similar objects, and that if a new Benevolent Society were established, it would injure the existing ones. I am much inclined to assent to this, as a general proposition; and I see no reason why the Solicitors' Benevolent Association (the Law Association is confined to the metropolis) should not join the new movement.

Mr. Kimber has already tried to join an educational branch to the Solicitors' Benevolent Association, but he met with no sufficient support.

The following was his proposal:—

"Outline of a Preliminary Proposal for the establishment of a College for the Sons of Solicitors and others.

"1. The basis and the object of this proposal is—

"The education of the sons of attorneys, solicitors and proctors in England and Wales, on the principle of a certain proportion (to be hereafter fixed) being provided with education and maintenance (or education only) at the expense of the college, and the remainder at the lowest rate practicable.

"The college not by any means to be an exclusive one—the sons of gentlemen other than attorneys to be admissible, but not at the same rates as sons of attorneys.

"Power to extend to sons of barristers the same advantage as to sons of attorneys and solicitors, if experience should shew it to be advantageous.

"2. The college is proposed to be in connection with the Solicitors' Benevolent Association in the following respects:—

"(1.) A certain number (to be fixed) of nominations for free education and maintenance in the college will be placed at the disposal of the board of that association for the benefit in the first instance of the orphans of its members, and afterwards, of sons of other members of the profession.

"(2.) The council of the college always to consist to the extent of at least one-third of its number of members of the board of that association. It is proposed that in the first instance all the members of that board willing to act shall, with the donors of the first ten sums of one hundred guineas each, constitute the provisional council, with power to add to their number.

"3. So soon as promises of donations to the extent of 1,000 guineas are received it is proposed under the approval of such intending donors to prepare and issue to the profession at large a detailed *exposé* of the proposition, with the names of the then intended provisional council, and of the arrangements for carrying it out practically and inviting further donations and subscriptions.

"4. Having recently myself offered to be one of ten to subscribe one hundred guineas each to make up the preliminary sum above proposed as a start, I have the satisfaction of announcing that I have already received the names of other gentlemen willing to give similar sums.

"5. The undersigned begs to request the favour of further promises for this object, such promises to be always conditional upon the detailed proposition when prepared being approved by the intending donor."

I think that the Solicitors' Benevolent Association made a great mistake in limiting the donations of life governors to ten guineas. I paid this sum, and thought I had done all that was expected of me, and no one has ever told me that I ought to do more. I suppose that all the life governors are in the same position.

I propose now to agitate the question through the whole of our branch of the profession. If the result be to add an educational branch to the other societies, and otherwise to increase their income and usefulness, I shall be satisfied. If the result be to constitute a new Law Benevolent Corporation, I hope it will be largely supported. I honestly think that we are wanting in our duty to our poorer brethren, and I earnestly ask every member of the profession to join in wiping away the stain.

The *Marylebone Mercury* says that for some time past a solicitor's clerk touting for business about the precincts of the Marylebone police court, and taking particulars in the officer's room, has become a great nuisance. Many complaints have been made by persons who have paid fees, and imagined that they would be represented by a solicitor, whereas only a clerk has appeared. A few days ago Mr. Montague Williams and Mr. Wontner, senr., complained of this practice to Mr. D'Eyncourt. Mr. Mansfield and Mr. D'Eyncourt have come to a determination to put a stop to such proceedings for the future. No clerk, whether articled or managing, will be allowed to appear unless they produce an authority from their employer, and that direct from the office. It is a pity that all the police courts do not adopt the Worship-street plan (*ante*, p. 187).

Governor Fairchild recommends that the Legislature of Wisconsin submit to the people a constitutional amendment abolishing the grand jury system.

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LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1870.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction :—

THOMAS DEWHURST LINGARD, who served his clerkship to Messrs. J. R. & R. Lingard & Rowell, of Manchester; and Messrs. Cunliffe and Beaumont, of London.

LIONEL BARNED MOZLEY, who served his clerkship to Messrs. Bateson, Robinson, & Morris, of Liverpool; and Messrs. Elmslie, Fersyth, & Sedgwick, of London.

AUGUSTUS BEDDALL, who served his clerkship to Messrs. Digby & Sharp, of London.

THOMAS STOCKWOOD, jun., who served his clerkship to Mr. Thomas Stockwood, of Bridgend, Glamorganshire.

OSWALD WALMESLEY, who served his clerkship to Mr. Thomas Frederick Taylor, of Wigan; and to Messrs. Gregory, Rowcliffes, & Rawle, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :—

To Mr. Lingard, the prize of the Honourable Society of Clifford's-inn.

To Mr. Mozley, the prize of the Honourable Society of Clement's-inn.

To Mr. Beddall, Mr. Stockwood, and Mr. Walmesley, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation :—

HARRY CAMPBELL BLAKER, who served his clerkship to Messrs. Clarke & Howlett, of Brighton; and Mr. John Baker, of London.

JOSEPH BENNETT CLARKE, who served his clerkship to Mr. Charles Bridges, of Birmingham; and Mr. Edwin Clarke, of Birmingham.

ROBERT MCTURK, who served his clerkship to Messrs. Rawson, George, & Wade, of Bradford, Yorkshire; and Messrs. Johnson & Weatherall, of London.

WILLIAM JOHN MANN, who served his clerkship to Mr. Rowland Rodway, of Trowbridge.

WALTER SHERBURNE PRIDEAUX, who served his clerkship to Mr. Walter Prideaux, of London.

The Council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of 26 :—

GEORGE JOHN VANDERPUMP, who served his clerkship to Messrs. Field, Roscoe, Field, & Francis, of London.

The number of candidates examined in this term was 115; of these 99 passed and 16 were postponed.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, February 21, class A; Tuesday, February 22, class B; Wednesday, February 23, class C—4.30 to 6 p.m.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Friday, February 25—Lecture, 6 to 7 p.m.

COURT PAPERS.

BUSINESS AT THE COMMON LAW JUDGES' CHAMBERS.

The following regulations for transacting the business at the judges' chambers, will be observed until further notice :—

Acknowledgments of deeds will be taken at eleven o'clock precisely.

Adjourned summonses, before the judge, will be heard at a quarter past eleven, and summonses of the day immediately afterwards.

Counsel will be heard at half past twelve o'clock.

Adjourned summonses, before the masters, will be heard at eleven o'clock precisely; the summonses of the day immediately afterwards, and counsel at twelve o'clock.

N.B.—The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it should be distinctly understood that he will not hear any summons or application, directed by the said rule to be heard by the masters.

GENERAL ORDER OF THE HIGH COURT OF CHANCERY, UNDER "THE DEBTORS ACT, 1869."

January 7, 1870.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable John, Lord Romilly, Master of the Rolls, the Right Honourable the Lord Justice, Sir George Markham Giffard, the Honourable the Vice-Chancellor, Sir John Stuart, the Honourable the Vice-Chancellor, Sir Richard Malins, and the Honourable the Vice-Chancellor, Sir William Milbourne James, doth hereby, in pursuance and execution of the powers given to him by "The Debtors Act, 1869," and of all other powers and authorities enabling him in that behalf, order and direct in manner following :—

I.—*Indorsement on Decrees and Orders.*

1. The 10th rule of the 23rd of the Consolidated General Orders shall be varied, and as varied shall be as follows :—

Every decree or order made in any suit or matter, requiring any person to do an act thereby ordered, shall state the time, or the time after service of the decree or order, within which the act is to be done; and upon the copy of the decree or order which shall be served upon the person required to obey the same, there shall be indorsed a memorandum in the words or to the effect following, viz. :—"If you, the within named A.B., neglect to obey this decree [or order] by the time therein limited you will be liable to have your property sequestered for the purpose of compelling you to obey the same decree [or order], and you may also be liable to be arrested and committed to prison."

II.—*Enforcing Decrees and Orders by Attachment, Serjeant-at-Arms, and Sequestration.*

2. The 3rd rule of the 29th of the Consolidated General Orders is hereby abrogated.

3. Where any person is by a decree or order made in any suit or matter directed to pay money or costs in a limited time, and, after due service of such decree or order, refuses or neglects to make such payment according to the exigency of such decree or order, the person prosecuting such decree or order shall, at the expiration of the time limited for such payment, be entitled to a commission of sequestration, which may be issued by the clerks of records and writs, without any special order, upon production of evidence to the same effect as that which would heretofore have been required on issuing a writ of attachment for default in making such payment.

4. The form of subpœna for costs mentioned in schedule E to the Consolidated General Orders shall be varied by omitting therefrom the words "an attachment issuing against your person, and:" provided always that where a subpœna is issued for costs payable under a decree or order, which states that payment thereof may be enforced by attachment, as mentioned in the 9th rule of this order, then the subpœna shall be in the form heretofore used.

5. Where any person is, by a decree or order made in any suit or matter, directed to pay costs, without a time being limited for such payment, and does not upon due service of a subpœna for such costs make such payment, the person to whom such costs are payable shall, immediately upon such default, be entitled to a commission of sequestration, which may be issued by the clerks of records and writs without any special order, upon production of evidence to the same effect as that which would heretofore have been required on issuing a writ of attachment for default in making such payment.

6. Where any person is by a decree or order made in any suit or matter directed to do any act other than or besides the payment of money or costs, and, after due service of such decree or order, refuses or neglects to do such act according to the exigency of the same decree or order,

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the person prosecuting such decree or order shall, at the expiration of the time limited for the performance thereof, be entitled to a writ or writs of attachment against the disobedient person. And in case such person shall be taken or detained in custody under any such writ of attachment without obeying the same decree or order, then the person prosecuting the same decree or order shall, upon the sheriff's return that the disobedient person has been so taken or detained, be entitled to a commission of sequestration against his estate and effects. And in case the sheriff shall make the return *non est inventus* to such writ or writs of attachment, the person prosecuting such decree or order shall be entitled at his option, either to a commission of sequestration in the first instance, or otherwise to an order for the serjeant-at-arms, and to such other process as he was formerly entitled to upon a return *non est inventus* made by the commissioners named in a commission of rebellion issued for the non-performance of a decree or order.

7. Where, by any decree or order, a trustee or person acting in a fiduciary capacity is ordered to pay in a limited time any sum of money in his possession or under his control, or a solicitor is ordered to pay in a limited time costs for misconduct as such solicitor, or to pay in a limited time a sum of money in his character of an officer of the court, and such trustee, person, or solicitor, after due service of such decree or order, neglects or refuses to pay such money or costs according to the exigency of such decree or order, the person prosecuting such decree or order shall, at the expiration of the time limited thereby for the performance thereof, be entitled at his option either to a commission of sequestration to be obtained in manner provided by the 3rd rule of this order, or (subject nevertheless as mentioned in rule 9) to the remedies to which under the 6th rule of this order he would have been entitled in the case of failure to do some act directed by the decree or order other than payment of money.

8. Where, by any decree or order, a solicitor is ordered to pay costs for misconduct as such solicitor, without a time being limited for such payment, and does not upon due service of a subpœna for such costs, make such payment, the person to whom such costs are payable shall, immediately upon such default, be entitled, at his option, either to a commission of sequestration to be obtained in manner provided by the 5th rule of this order, or (subject nevertheless as mentioned in the next following rule) to a writ or writs of attachment and such other process as has heretofore been applicable in case of non-payment of costs recoverable by subpœna.

9. Any decree or order directing any such trustee person or solicitor as mentioned in the last two preceeding rules to make any such payment as in the same rules mentioned, shall state that such payment may be enforced by attachment, and unless the decree or order contains such statement, no attachment shall be issued for enforcing such payment without leave of the court or the judge in chambers, to be applied for by motion or summons, which application may be granted *ex parte*, upon the court or judge being satisfied that the case comes within the exceptions contained in the 4th section of "The Debtors Act, 1869," unless the court or judge thinks fit to require notice of such application to be served.

III.—*Committal to Prison, under Section 5 of "The Debtors Act*, 1869."

10. Every application to commit to prison under the 5th section of "The Debtors Act, 1869," shall be made by motion on notice, and the practice applicable to motions to commit for breach of an injunction shall, so far as the same is not inconsistent with the said Act or with anything in these rules, be applicable to such applications.

11. The court, upon the hearing of any such application, may, if it shall see fit so to do, instead of refusing or granting the application, adjourn the same, and either give leave to adduce further evidence, or direct an inquiry in chambers, as to the means of the person making default, or require the production and oral examination before itself of the person making default, and any persons who have given evidence against or in support of the application, or of such of them as the court may think fit, in the same manner as such production and oral examination might be required at the hearing of a cause.

12. In case any such inquiry as aforesaid shall be directed, the general course of proceeding and practice at the judge's chambers, as provided by statute 15 & 16 Vict. c. 80, and the General Orders of the court relative thereto, shall apply to all proceedings under such inquiry.

13. The court, in making an order for committal to prison under the said 5th section, may either make such imprisonment determinable on payment of the whole sum in respect of which the person to be imprisoned is in default, together with such costs as the court shall think fit, or may order the debt to be paid by such instalments as the court shall think fit, and make the imprisonment determinable on payment of such costs, and such of the said instalments as the court shall think fit, and in either of such cases the court, if it shall think fit, may direct payment of a sum in gross in lieu of taxed costs.

14. No application made under the said 5th section, nor any order made thereon, shall in any manner vary or suspend any of the remedies which the person prosecuting the decree or order which has been disobeyed, would, if no such application had been made, have been entitled to, against the property of the person disobeying the same decree or order, but the person prosecuting such decree or order may proceed to avail himself of such remedies without any regard to such application, or to any order made thereon, except so far as by consent, he may, by such last-mentioned order, be expressly restrained from availing himself of such remedies.

15. Orders of committal may be in the form A 1, or A 2, in the schedule hereto, as the case may be, with such variations as the circumstances of the case may require, and an office copy of each such order shall be delivered to the sheriff or other officer required to execute the same. Office copies of any such order may be delivered concurrently to different sheriffs for execution in different counties. Every such office copy as aforesaid shall be indorsed by the clerks of records and writs, with the direction of the sheriff or other officer by whom the same is to be executed. The sheriff and officer shall be entitled to the same fees in respect of an order of committal, as are now payable upon a writ of *capias ad satisfaciendum*, issued out of her Majesty's courts of common law.

16. The sheriff or other officer to whom an order of committal is directed as aforesaid, shall within two days after the arrest, indorse upon the office copy of the order delivered to him the true date of such arrest, and return the same so indorsed to the solicitor of the person prosecuting the decree or order, or to such person himself, if he acts in person.

17. Upon payment of the sum or sums in that behalf mentioned in the order of committal, including the sheriff's fees, and the costs or gross sum in lieu of costs made payable by the order, the person committed shall be entitled to a certificate in the form B. in the schedule hereto, or to the like effect, signed by the solicitor of the person prosecuting the decree or order which has been disobeyed, or if such person be acting in person, then signed by him, and attested by a solicitor or justice of the peace.

18. In case any order is made under the 5th section of the said act for payment of a sum of money by instalments, and the person imprisoned shall, after his discharge from prison, neglect or refuse to pay the subsequent instalments, or any of them, the person prosecuting the decree or order for disobedience to which the committal was ordered, shall, in addition to his remedies against the property of the person making default, be entitled to enforce payment of such subsequent instalments by attachment, as in the case of disobedience to an order directing the performance of some act other than payment of money.

IV.—*Miscellaneous.*

19. The general practice of the court shall, in all cases not provided for by "The Debtors Act, 1869," or these rules, and so far as the same is applicable, and not inconsistent with the said act or these rules, apply to all proceedings under the 4th and 5th sections of the said Act.

20. The charges to be allowed to solicitors for duties performed in respect of such proceedings as last aforesaid, and the fees of court in respect of the same proceedings, shall be the same as those allowable and payable in respect of other proceedings of the same nature in the causes or matters in which such proceedings respectively are taken.

21. This Order shall be read and construed as part of the General Consolidated Orders of the court, and the interpretation clause in the same Consolidated General Orders contained shall apply to the rules of this order.

22. This Order shall come into operation on the 11th day of January, 1870.

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SCHEDULE.

A. 1.

Upon motion, &c., this Court doth order that the said A. B. do pay to the said —— the sum of £——, as and for his costs of and incident to this application and this order, and further that the said A. B., for default in payment of the sum of £—— mentioned in the said decree [*or*, order] of the —— day of ——, 18—, be committed to prison for the term of six weeks from the date of his arrest, including the day of such date, unless he shall sooner pay the said sum of £——, and sheriff's fees for the execution of this order, and the costs hereinbefore directed to be paid [*or*, and the said sum of £—— for costs]. And it is ordered that any sheriff or officer to whom an office copy of this order shall be delivered, after being directed to him by the clerks of records and writs, do take the said A. B. for the purpose aforesaid if he be found within his bailiwick.

A. 2.

Upon motion, &c., this Court doth order that the said A. B. do pay to the said—— [the sum of £——, as and for] his costs of and incident to this application and this order, and further that the said A. B., for default in payment of the sum of £—— mentioned in the said decree [*or*, order] of the —— day of ——, 18—, be committed to prison for the term of six weeks from the date of his arrest, including the day of such date, unless he shall sooner pay the sheriff's fees for the execution of this order and the costs hereinbefore directed to be paid [*or*, and the sum of £——, hereinbefore directed to be paid for costs], and the sum of £——, part of the said sum of £——. And it is ordered that the said A. B. do pay [*state to whom or to what account to be paid*] the sum of £——, the residue of the said sum of £——, by —— equal instalments on [*state times of payment*]. And it is ordered that any sheriff or officer to whom an office copy of this order shall be delivered, after being directed to him by the clerks of records and writs, do take the said A. B. for the purpose aforesaid, if he be found within his bailiwick.

B.

A. *v.* B.

[*or*, in the matter of ——].

I certify that A. B., now in the gaol of ——, upon an order of the High Court of Chancery, dated the —— day of ——, 18—, made in the above cause [*or*, matter] until payment of £——, has paid the said sum, together with the [the sum of £—— for] costs mentioned in the said order, and sheriff's fees.

HATHERLEY, C.
ROMILLY, M.R.
G. M. GIFFARD, L.J.
J. STUART, V.C.
R. MALINS, V.C.
W. M. JAMES, V.C.

The Hon. David Robert Plunket, Q.C., of the Irish Bar, has been returned to Parliament (unopposed) as member for the University of Dublin, in the room of Mr. Anthony Lefroy, who has resigned. Mr. Plunket, the new member, is the third son of the present Lord Plunket, Q.C., of the Irish Bar, by Charlotte, daughter of the late Right. Hon. Charles Kendal Bushe, Lord Chief Justice of the Court of King's Bench in Ireland. Mr. Plunket was born in 1838, and was called to the bar in Ireland in Hilary Term, 1862, being created a Queen's Counsel in 1868. He held the office of Law Adviser to the Crown in Ireland, for a few days in December, 1868, previous to the retirement of Mr. Disraeli's Government. Mr. Plunket is a grandson of the famous William Conyngham, first Lord Plunket, who, having attained the highest eminence at the bar, and filled successively the offices of Solicitor-General and Attorney-General for Ireland, obtained his peerage by patent, in June, 1827, on being appointed to the Chief Justiceship of the Irish Court of Common Pleas. In 1830 Lord Plunket was nominated Lord Chancellor of Ireland, which office he held till 1841, with the exception of the short interval of Sir Robert Peel's Government from 1834 to 1835.

The Right Hon. Sir William Erle, D.C.L., late Lord Chief Justice of the Court of Common Pleas, has been created an honorary fellow of New College, Oxford. Having been first a scholar of Winchester, he became in due time a fellow of New College, whence he proceeded to the bar. Sir William took his degree of B.C.L. on the 17th December, 1818, and was raised to the degree of D.C.L., by decree of Convocation, on the 18th June, 1857, when his father-in-law (the Rev. D. Williams, warden of New College) was Vice-Chancellor of the University.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 18, 1870.

(From the Official List of the actual business transacted.)

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, Mar. 9, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93¼	Ex Bills, £1000, — per Ct. 3 p m.
New 3 per Cent., 93¼	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111¾	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m.
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	63½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93¾
Stock	Manchester, Sheffield, and Lincoln	100	50½
Stock	Metropolitan	100	77½
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	122
Stock	North Staffordshire	100	62
Stock	South Devon	100	50
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds opened with firmness at a slight advance, and since then have scarcely experienced a fluctuation. Foreign securities have been in moderate demand, and the railway market pretty steady. Several new joint-stock concerns have been brought out in telegraph construction works, and after the late eager speculation in telegraph companies, have been rather well received. The Chancellor of the Exchequer's plan for consolidating the new £3 per cents. and reduced £3 per cents. would, it is thought, be an undoubted success, if only the Government would forego the charge of 5s.

LOCAL TAXATION ASSESSMENTS.—The Local Taxation Committee, on the motion of Mr. C. S. Read, M.P., in July last offered a premium of £50 for the best essay on "the injustice, inequalities and anomalies of the present poor-rate assessment, and the incidence of other local burdens in England and Wales." Of the sixteen essays sent in, the three best were selected by the adjudicators for final judgment, and two of these were the work of Mr. C. F. Gardner, B.A., Stoke Damerell, Devonport, and Mr. Frederick G. Luke, LL.B., Barrister-at-Law. The prize was awarded to Mr. Gardner, and his essay will be published by the committee forthwith.

COURT OF BANKRUPTCY.—A return which has been presented to Parliament showing the bankruptcy statistics of the last law year is the final record of the operation of the system now superseded by the Act of last session. In the year ending the 11th of October, 1869, there were in England and Wales 10,396 bankruptcies, an increase of 1,200 over the number in the preceding year; but the increase was mainly in bankruptcies on the application of the debtor himself: as many as 7,530 are described as being on the petition of the debtor, and 806 others as on petition *in forma pauperis*. In the course of the year £644,404 was realised from bankrupts' estates. The proceedings of the year show a dividend paid in 1,695 cases, but there were no less than 7,346 cases in which there was no dividend. In 953 cases, much more than half of those paying a dividend, it was under 2s. 6d.; in only 114 did it exceed or reach 10s. The year was the first under Mr. Moffatt's Act of 1868 relating to trust deeds, and designed to prevent collusion and discharges from debt by means of fraud-

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ulent arr angements, and the Act appears to have had a marked effect. In the previous year there were 8,045 trust deeds registered, and the unsecured debts were £21,236,197; in 1869 there were only 4,668 debts, and the debts were £10,408,589. The composition deeds decreased from 5,246 to 2,527; the unsecured debts under those deeds, from £9,276,545 to £4,354,862; the composition paid, from £3,592,900 to £1,760,908. The rate of composition paid shows improvement. The compositions at less than 2s. 6d. in the pound decreased from 1,390 to 310; at 5s. or more, from 2,300 to 1,483, or much less than the decrease in the number of composition deeds. The number paying in full declined from 308 to 100, but that is an exceptional class at all times.—*Times.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOUCHER—On Feb. 16, at Wiveliscombe, the wife of Benjn. Boucher, solicitor, of a son.

CAVE—On Feb. 16, at Hill House, Surbiton, the wife of Lewis W. Cave, Esq., barrister-at-law, of a son.

PEACHEY—On Feb. 13, at 1, Chester-place, Regent's-park, the wife of James Pearse Peachey, Esq., of the Inner Temple, barrister-at-law, of a daughter.

WILLIS—On Feb. 15, at Lee, Kent, the wife of William Willis, barrister-at-law, of a son.

MARRIAGES.

BREMRIDGE—HERBERT—On Feb. 12, at St. Mark's Church, Tunbridge Wells, James Bremridge, of the Middle Temple, Esq., barrister-at-law, to Mary Ellis, eldest daughter of the late Rear-Admiral George F. Herbert.

CROSS—GARDINER—On Feb. 15, at Manchester Cathedral, William Bowyer Cross, Esq., solicitor, Bradford, to Ada, youngest daughter of the late Lot Gardiner, Esq., of Bradford.

STONE—ROGERS—On Feb. 8, at St. Mary's, Greenwich, William Stanley Stone, Esq., late of 9, New-inn, Strand, London, solicitor, to Esther, eldest daughter of the late John Rogers, Esq., B.A., F.R.A., of Hampton Court.

DEATHS.

BEAVAN—On Feb. 15, Edward Beavan, of Wimbledon-park and the Middle Temple, barrister-at-law.

RABY—On Feb. 10, at Cardiff, W. P. P. Raby, Esq., solicitor.

SWAINSON—On Feb. 16, at 17, Elgin-villas, Angell-road, Brixton, Henry Swainson, Esq., of the Solicitor's Department of the Admiralty, in his 88th year.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 11, 1870.

UNLIMITED IN CHANCERY.

Teignmouth and General Mutual Shipping Assurance Association.—Vice-Chancellor James has fixed Feb 24, at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Burnley Spinning and Weaving Company (Limited).—Petition for winding up, presented Feb 6, directed to be heard before the Master of the Rolls, on Saturday, Feb 26. Shaw & Tremellen, Gray's-inn-sq, for Handsley & Hartindale, Burnley, solicitors for the petitioners.

North Wales Slate Supply Company (Limited).—Petition for winding up, presented Feb 9, directed to be heard before Vice-Chancellor James, on Feb 19. Tyrrell, Gray's-inn-sq, solicitor for the petitioner.

Oriental Hotels Company (Limited).—Petition for winding up, presented Feb 9, directed to be heard before the Master of the Rolls on Feb 19. Uptons & Co, Austinfriars, solicitors for the petitioners.

Robinson & Preston's Brewery Company, Liverpool, (Limited).—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Harmood Walcott Banner, of Liverpool. Monday, March 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

United Kingdom Electric Telegraph Company (Limited).—Vice-Chancellor James has, by an order dated Jan 29, ordered the winding up to be continued. Crosley and Burn, Birchin-lane, solicitors for the petitioner.

TUESDAY, Feb. 15, 1870.

LIMITED IN CHANCERY.

Cardiff and Newport Colliery and Ironstone Company (Limited).—Petition for winding up, presented Feb 12, directed to be heard before Vice-Chancellor Stuart, on Feb 25. Foster, Gray's-inn-sq, for Williams, Cardiff, solicitor for the petitioners.

Photogenic Gas Company (Limited).—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Alexander Calder, Thos Reid, and George Fagg, 34, Cannon-st.

STANNARIES OF CORNWALL.

Crane Mining Company.—The Vice-Warden has, by an order dated Feb 9, ordered that the above company be wound up. Stephens & Co, Plymouth, solicitors for the petitioner; Paul, Truro, Agent.

Wheal Polmear Mining Company. The Vice-Warden has, by an order dated Feb 12, ordered that the above company be wound up. Cock, Truro, solicitor for the petitioners.

Wheal Vyvyan Mining Company.—The Vice-Warden has, by an order dated Feb 9, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioners.

Creditors under Estates in Chancery.

FRIDAY, Feb. 11, 1870.

Last Day of Proof.

Allchin, Mary, Rochester, Kent, Widow. March 5. Skiller v Haisman, M.R. Prall & Son, Rochester.

Betham, Mary, Englefield-rd, Middx, Spinster. March 9. Edwards v Betham, V.C. Malins. Robinson, Basinghall-st.

Browning, Richd, Southminster, Essex, Farmer. March 7. Browning v Browning, V.C. Stuart. Jones, New-inn, Strand.

Cartwright, Richd, Mile End-rd, Surveyor of Taxes. March 9. New Quebrada Company (Limited) v Cartwright, M.R. Walker & Co, Chester.

Clark, Augustus John, Long-lane, Bermondsey, Dealer in Soot. Feb 21. Titterton v Clark, V.C. Stuart. Sutton & Ommaney, Coleman-street.

Cleverly, Saml, Queen Anne-st, Cavendish-sq, M.D. March 5. Cleverly v Cleverly, M.R. Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Eddison, Eliza, Mansfield, Nottingham, Widow. Feb 28. Eddison v Eddison, V.C. Stuart. Payne & Co, Leeds.

Green, John Banks, Wolverhampton, Stafford, Currier. March 16. Noyes v Noyes, V.C. Stuart. Riley, Wolverhampton.

Heatley, Chas John, Shenfield, Essex, Gent. March 24. Heatley v Perry, V.C. Stuart. Lewis & Son, Brentwood.

Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Nov 2. Harrison v Drew, M.R.

Jennings, Richd Wm, Bennett's-hill, Doctors'-commons, solicitor. March 9. Bandram v Jennings, V.C. Stuart. Jennings, Bennett's-hill.

Jones, John, Tyddyn Frior, Anglesey, Farmer. March 5. Jones v Jones, V.C. James. Owen, Llangefni.

Woulds, Edward, Walcot, Lincoln, Farmer. March 4. Radford v Woulds, M.R. Peake & England, Sleaford.

TUESDAY, Feb. 15, 1870.

Bytheway, Edwd, Stottesdon, Salop, Butcher. March 31. Reeve v Bytheway, V.C. Stuart. Trow, Cleobury Mortimer.

Cattell, Wm, Weston-under-Lizard, Stafford, Gent. March 14. Davis v Cattell, V.C. Stuart. Bailey & Co.

Dowson, Joseph Emerson, Victoria-st, Westminster, Contractor, March 8. Rasch v Dowson, V.C. Malins. Sympson & Warner, Golden-sq, Regent-st.

Forbes, Duncan, Burton-crescent, Middx. March 11. Allen v Forbes, M.R. Collette & Collette, Lincoln's-inn-fields.

Lees, Jas, Ashton-under-Lyne, Lancaster, Cotton Spinner. March 7. Whittaker v Lees, V.C. James. Orford, Manch.

Preston, Wm Scott, Chulmleigh, Devon, Esq. March 21. Mackie v Darling, V.C. Stuart. Bishop & Son, Exeter.

Saunders, John, Batheaston, Somerset, Esq. March 15. Morgan v Malleson, M.R. Wadeson & Malleson, Austinfriars.

Sharp, Geo, South Mims, Middx, Whitesmith. March 10. Sharp v Sharp, M.R. George, Chancery-lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 11, 1870.

Archer, Martha, Hans-pl, Sloane-st, Chelsea, Widow. Feb 28. Ridgway Brothers.

Bannister, John Saml, Weston, Hereford, Gent. April 5. Bodenham & Temple, Kington.

Barratt, Anne, Berners-st, Oxford-st. March 25. Young & Co, Frederick's-pl, Old Jewry.

Barton, Walter, Queen's-rd, Norland-sq, Notting-hill, Corn Salesman. March 6. Gadsden & Treherne, Bedford-row.

Bennett, Chas Watson, Ilfracombe, Devon, Gent. April 1. Calvert, York.

Blomfield, John, Billingford, Norfolk, Gent. March 21. Heffl & Salmon, Diss.

Boothroyd, John, Stockport, Cheshire. April 1. Boothroyd, Stockport.

Brear, Joshua, Bradford, Yorks, Innkeeper. March 25. Mumford, Bradford.

Clarke, Rosaman Coar, Wolverton, Bucks, Gent. March 12. Worley, Stony Stratford.

Clarke, Geo, Wolverton, Bucks, Gent. March 12. Worley, Stony Stratford.

Clements, Chas, Old Sleaford, Lincoln, Gent. May 7. Peake & England, Sleaford.

Delafield, Wm, Lowndes-sq, Esq. June 1. Parke & Pollock, Lincoln's-inn-fields.

Ferguson, Jas, Walkington, Yorks, Lieu 21st Reg Foot. April 10. Barr & Co, Leeds.

Foley, Wm Hy, Connaught-pl, Hyde-park, Gent. April 1. Walker & Jerwood, Furnival's-inn.

Gill, Joseph, Leeds, Gent. April 25. Upton, Leeds.

Hallows, Fras, Chapwell-hall, Derby, Esq. March 23. Tooke & Co, Bedford-row.

Heyland, Langford, Trafalgar-pl, Clapham-rise, Esq. March 31. Park & Nelson, Essex-st, Strand.

Hodgetts, Eliz, Wyke Regis, Dorset, Spinster. April 5. Andrews & Co, Dorset.

Hodgetts, Mary, Wyke Regis, Dorset, Spinster. April 5. Andrews & Co, Dorset.

Johnson, Geo, Talk-o'-th'-Hill, Stafford, Colliery Manager. March 25, Wards & Coopers, Newcastle.

Lamb, Fredk Saml, Little Winnall Farm, Worcester, Farmer, April 2. Corbet, Kidderminster.

McGirr, Rev John, Southend, Essex. May 5. Arnold, Gravesend.

Moreton, John, Hell Wicket, Salop, Farmer. March 25. Fisher & Hodges, Newport.

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Osborne, Penelope, Stonefall, Yorks. Widow. March 1. Dodds & Trotter, Stockton-on-Tees.
Pace, Wm, Kidderminster, Worcester, Chemist. April 2. Corbet, Kidderminster.
Page, Eliza, Kidderminster, Worcester. April 2. Corbet, Kidderminster.
Preston, Geo, Birm, Wholesale Jeweller. March 14. Alcock & Millward, Birm.
Reanalls, Mary Eliz, Devonshire-st, Portland-pl, Widow. April 1. Walker & Co, Southampton-st.
Sage, Georgiana, Hastings, Sussex, Spinster. March 19. Meadows, Hastings.
Sims, George, Birm, Coal Dealer. March 14. Ansell, Birm.
Waddington, Wm Hy, Lpool, Gent. May 1. Hesp & Co, Huddersfield.
Warlow, Mary, Belgrave-rd, St John's-wood, Widow. March 25. Blakeley & Beswick, Bedford-row.

TUESDAY, Feb. 15, 1870.

Campbell, Dame Eliz Anne, Tunbridge Wells, Kent. Widow. March 31. Farrer & Co, Lincoln's-inn-fields.
Crooks, Wm, Askham, Nottingham, Gent. March 19. Marshall & Son, East Retford.
Edwards, Hy, Cefn Maur, Denbigh, Quarry Master. April 1, Richards, Llangollen.
Finch, Chas Herbert Martin, Bemerton, Wilts, Esq. April 15. Dew, Salisbury.
Houlton, Sarah, Bloomfield-st, Widow. April 11. Driffield & Bruty, Tokenhouse-yard.
Kenyon, Hy, West Leigh, Lancashire, Chemist. April 4. Sampson, Manch.
Loades, Wm, Gateshead, Durham, Comm Agent. March 31. Stanton & Atkinson, Newcastle-upon-Tyne.
Maydwell, Wright, Alexander-pl, Kensington, Builder. April 15. Curritt & Son, Basinghall-st.
McKernan, John, Manch, Tailor. April 15. Sutton & Elliott, Manch.
Parsons, Mary Ann, Sharsted-st, Kennington-park, Widow. March 31, Ward, Lincoln's-inn-fields.
Perrin, Wm Jackson, Forebridge, Stafford, Surgeon. March 1. Spilsbury, Stafford.
Richardson, Hy, Oxford-ter, Edgware-rd. April 1. Fraser, Dean-st, Soho.
Spread, Christopher Earbery, Victoria-grove, Bayswater, Esq. March 31. Weymouth, Essex-st, Strand.
Townley, Rev Wm Gale, Beaupre Hall, Norfolk. May 9. Young & Co, Essex-st, Strand.
Winthrop, Edward Gamaliel, Bromley, Kent, Esq. March 31. Walford, Belton-st, Piccadilly.
Woods, Aaron, Southsea, Gent. March 25. Batchelor, Fareham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 11, 1870.

Devereux, Thos Herbert, Stockton-on-Tees, Durham, Outfitter. Dec 17. Comp. Reg Feb 10.
Moseley, John Edmund, Manch, Carver. Dec 28. Comp. Reg Feb 26.

TUESDAY, Feb. 15, 1870.

Galpin, Jas, Caledonian-rd, Islington, Coal Merchant. Dec 20. Comp. Reg Feb 11.
Hope, Benj, Ely-pl, Holborn, Attorney. Dec 21. Comp. Reg Feb 14.
Mackay, Geo Henderson, & Geo Wheeler, New Bond-st, Tailors. Dec 31. Comp. Reg Feb 12.
Roots, Geo, Sevenoaks, Kent, Brickmaker. Dec 29. Comp. Reg Feb 11.

Bankrupts.

FRIDAY, Feb. 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Davy, Robt, Kentish-town-rd, Naturalist. Pet Feb 11. Roche. Feb 23 at 12.

To Surrender in the Country.

Bamford, Richd, Kingston-upon-Hull, Builder. Pet Feb 4. Phillips. Kingston-upon Hull, Feb 26 at 11.
Broadbent, Thos, Manch, Waste Dealer. Pet Feb 9. Kay. Manch, March 2 at 1.
Holland, Thos, Sudbury, Suffolk, Contractor. Pet Feb 5. Barnes. Sudbury, Feb 24 at 11.
Prest, John, Hy Harrison, John Jackson, & Richd Cookson, Warrington, Implement Agents. Pet Feb 9. Nicholson. Warrington, March 7 at 2.
Thomas, Jesse, Rochester, Kent, Auctioneer. Pet Feb 4. Acworth. Rochester, Feb 22 at 2.
Williams, Thos Evan, Newport, Monmouth, Ironfounder. Pet Feb 9. Roberts. Newport, Feb 22 at 1.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Clinton, Hy Pelham Alex Pelham, Duke of Newcastle, Carlton Housester. Pet June 21. March 16 at 11. Lawrance & Co, Old Jewry-chambers.
Millwood, Wm, Hy Williams, & Sarah Ann Cook, Creek Wharf, Hammersmith, Lime Merchants. Pet Dec 17. Feb 28 at 11. Lawrance & Co, Old Jewry-chambers.

To Surrender in the Country.

Doyle, John, Lpool, Master Porter. Pet Dec 14. Hime. Lpool, Feb 21 at 2. Goodere, Lpool.
Greenwood, Luke, Kirkheaton, York, Weaver. Pet Dec 7. Jones. Huddersfield, Feb 28 at 10. Learoyd, Huddersfield.
Potter, Thos, Nottingham, out of business. Pet Dec 17. Patchitt. Nottingham, March 16 at 10.30. Heath, Nottingham.
Smedley, Hy, Nottingham, Machinist. Pet Dec 18. Patchitt. Nottingham, March 16 at 10.30. Brown, Nottingham.
Wood, John, Huddersfield, York, Fishmonger. Pet Dec 31. Jones. Huddersfield, Feb 28 at 10. Sykes, Huddersfield.

TUESDAY, Feb. 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Greely, Fredk, Alexandra-villas, Park-rd, Crouch-end, Hornsey, Builder. Pet Feb 14. Hazlitt. March 1 at 11.

To Surrender in the Country.

Biden, John, Northampton, Bookseller. Pet Feb 11. Dennis. Northampton, March 3 at 11.
Duvall, Jas, Stafford, Innkeeper. Pet Feb 11. Spilsbury. Stafford, Feb 28 at 11.
Maleham, Hy, Higher Broughton, Lancashire, Joiner. Pet Feb 11. Hulton. Salford, March 3 at 11.
Mallinson, Jas, Joseph Mallinson & Thos Mallinson, Brighouse, Yorks, Pianoforte Manufacturers. Pet Feb 10. Rankin. Halifax, March 4 at 10.
Parker, John, Birm, Grocer. Pet Feb 8. Guest. Birm, March 4 at 11.
Parker, Hy, Evan Lloyd, & John Hughes, Holywell, Flint, Tin Plate Co. Pet Feb 12. Porter. Cheshire, Feb 28 at 12.
Thompson, John, Birm, Grocer. Pet Feb 11. Guest. Birm, March 4 at 11.
Wilkinson, John, Birm, Chandelier Dealer. Pet Feb 11. Guest. Birm. March 4 at 11.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Eyre, Chas, Nottingham, Brewer. Pet Dec 28. Patchitt. Nottingham. March 16 at 10.30. Belk Nottingham.
Woodhead, Joshua, Huddersfield, Yorks, Boiler Maker. Pet Dec 31. Jones. Huddersfield, March 7 at 10. Sykes, Huddersfield.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 15, 1870.

Froud, Benj, Nottingham-rd, Wandsworth-common, Builder. Jan 26.
Hall, John, Prisoner for Debt, London. Dec 6.

TUESDAY, Feb. 15, 1870.

Bailey, John, Weston-super-Mare, Painter. Feb 10.

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Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Table Spoons	1	10	0 and	1	18	0	2	4	0	2	10	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
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Important Notice of Sale of very valuable Freehold Ground-rents and Estates, the property of the late Thomas Cole Mackley, Esq., situate at St. John's-hill, Wandsworth, Lincoln's-inn-fields, Bishopsgate, Shoreditch, Whitecross-street, St. Luke's, Gray's-inn-lane, Clerkenwell, Peckham, Clapton, Hackney, and Wanstead, Essex. The whole producing a rental of nearly £4,000 per annum.

MESSRS. REYNOLDS & EASON are favoured with instructions from the Executrix to SELL by AUCTION at the MART, Tokenhouse-yard, on TUESDAY, WEDNESDAY, and THURSDAY, MARCH 22nd, 23rd, and 24th, at TWELVE for ONE each day, the following valuable PROPERTIES, in Lots:—

The Estate at St. John's-hill, Wandsworth, is within five minutes' walk of the Clapham Junction Railway Station and comprises

FREEHOLD GROUND RENTS,

most amply secured, amounting to £644 8s. per annum, arising from 101 superior residences and shops, being Nos. 1, 2, 3, and 4, Louvaine-terrace, St John's-hill, Wandsworth; Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, Louvaine-road; twenty-eight houses in Cologne-road; Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37, Oberstein-road; Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Brussels-road; No 1, Halbrake-terrace; Nos. 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, The Grove, adjoining, being situate at St. John's-hill, Wandsworth; yielding a gross rental of £4,449 per annum.

FREEHOLD RESIDENCES.

A very convenient detached Family Residence, with large garden, conservatory, and outbuildings, pleasantly situate, next St. Paul's Church, and the corner of Plough-lane, St. John's-hill, Wandsworth; particularly adapted for a school or medical man.

Six semi-detached Villa Residences, Nos. 1 to 6, Brussels-road, St. John's-hill, Wandsworth; each containing nine rooms, conservatory, and garden; and producing £270 per annum.

Six superior semi-detached Residences, of a similar character to those in Brussels-road, being Nos 17, 18, 19, 20, 21, and 22, Louvaine-road, St. John's-hill, let at rents amounting to £270 per annum.

Nos. 5, 6, 7, 8, 9, and 10, Oberstein-road, St. John's-hill, Six Residences, similar number of rooms; let at rents amounting to £255 per annum.

Seven very superior Family Residences, Nos. 1, 2, 3, 4, 5, 6, and 7, Halbrake-terrace, fronting the high road, St. John's-hill, Wandsworth; and producing £190 per annum.

A very compact Estate, comprising Twenty-two semi-detached Villas situate and being Nos. 1 to 22, The Grove, St. John's-hill; and producing a rental of £660 per annum.

FREEHOLD STABLING.

A capital Block of Stabling, with coach-houses and dwelling-rooms over, being Nos. 1 to 8, St. John's-mews, Plough-lane, St. John's-hill, part in hand, but estimated to let at £165 per annum.

FREEHOLD LAND.

Four Plots of Building Ground, situate in Cologne-road, St. John's-hill, adapted for the erection of 28 residences similar to those now erected. One plot presents a very eligible site for a tavern.

FREEHOLD PROPERTIES.

SHOREDITCH.—Six brick-built Houses, Nos. 1, 2, 3, 4, 5, and 6, Wood's-buildings, New Inn-yard, Shoreditch; let to weekly tenants at rents amounting to £140 10s. per annum.

BISHOPSGATE.—A valuable Freehold Estate, No. 105, Bishopsgate-street Without, in the City of London, at present in hand, last in occupation at £130 per annum.

BISHOPSGATE.—A very improvable Freehold Estate, in the north end of Gun-yard, at side of No 105, Bishopsgate, embracing an area of 3,000 superficial feet, on which are erected cattle-sheds, slaughter-houses, and extensive stabling, offering a capital building site, at present let at £75 per annum.

LINCOLN'S-INN-FIELDS. — Two substantially-built Freehold Houses, with shops, Nos. 38 and 39, Great Queen-street, both let on leases, at rents amounting to £165 per annum.

CLERKENWELL.—An important Freehold Property, situate at the corner of Elm-street, Mount Pleasant, comprising the corner commanding Beerhouse, known as the City of Lichfield; two houses, with shops adjoining, in Elm-street; three houses, Nos. 1, 2, and 3, Mount Pleasant; three cottages, Nos. 1, 2, and 3, Burge-court; and three tenements, Nos. 1, 2, and 3, Albion-cottages; a dwelling-house, No. 25, Mount Pleasant, small yard, barn, with standing for 20 cows, known as Kybert's Dairy, the whole adjoining, and let upon lease at a ground rent of £105, with reversion in 43 years to a rack rent; estimated at £230 per annum.

ST. LUKE'S.—A compact Freehold Property, two houses, with shops, Nos. 115 and 116, Whitecross-street; and four private houses, Nos. 15, 16, 17, and 18, Twister's-alley, adjoining; and four warehouses or workshops, Nos. 1, 2, 3, and 4, Hanley-place, Chequer-alley; the whole let on two leases, at rents amounting to £121 per annum, with reversion, in 15 years, to an estimated rack rent of £300 a-year.

GRAY'S-INN-LANE.—An important Freehold Property, consisting of nine houses and shops, Nos. 1 to 9, south side of Fox-court, leading from Gray's-inn-lane to Brooke-street. A range of workshops, formerly known as Fox place, now known as Fox-court. The whole let on two leases, at rents amounting to £162 per annum, with reversions in 17 years to an estimated rack rent of £400 a-year.

CLAPTON.—Two Freehold Houses, Nos. 5 and 6 (formerly 5 and 5a), Downs-terrace, Clarence-road, Clapton, let on lease at £20 per annum, which expires in 1¾ year.

CLAPTON-SQUARE.—The desirable Freehold Family Residence, No. 5, Clapton-square, with stabling, let on lease for 4½ years unexpired, at only £7 ground rent; estimated annual value, £60. The capital Residence, No. 15, Clapton-square, let upon lease at the moderate rent of £60 per annum. The similar Freehold Residence, No. 19, Clapton-square, let at £60 per annum. A very valuable Freehold Property, at the end of and fronting Church-street, Hackney, close to Clapton-square, being a detached residence, large forecourt, spacious builder's premises in the rear, and entrance from Clapton-mews, let on lease at £40 per annum, with reversion in two years to an estimated rack rent of £100 per annum.

WANSTEAD, Essex.—A very secure Freehold Ground-rent of £70 per annum, arising from a convenient dwelling-house, enclosed, with yard in gateway, carpenters' and smiths' shops, sheds, stable, and 11 cottages, with garden, and corner beerhouse, known as the Fox and Hounds, distinguished as Woodbine-place, Wanstead, near the George, and only a few minutes' walk from the Snaresbrook Station. The whole let on lease at £70 per annum.

PECKHAM.—A valuable Freehold Ground-rent of £52 per annum, secured upon thirteen houses, known as Nos. 11, 12, and 13, St. James's-grove; Nos. 1, 2, 3, 4, 5, 8, 9, and 10, North-street, and Nos. 1 and 2, East Surrey-grove, out of the Commercial-road, Peckham, let upon ease at £52 per annum, with reversion in 56 years to an estimated rack rent of £300 per annum.

Particulars, when ready, may be obtained of
G. BROWN, Esq., Solicitor, No. 21, Finsbury-place;
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By order of the Executrix of T. C. Mackley, Esq., deceased.—Valuable Leasehold Investments, Notting-hill and Hoxton; producing £159 per annum.

MESSRS. REYNOLDS & EASON are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, on THURSDAY, MARCH 24, at TWELVE for ONE, the valuable LEASEHOLD HOUSE, with commanding SHOP, No. 2, Railway-terrace, Notting-hill, let upon lease for £105 per annum, and held for 99 years at only £15. Two private Residences, Nos. 1 and 2, Herbert-street, New North-road, let to punctual paying tenants at £64 per annum, held for 72 years at £5 5s. ground rent each house. May be viewed.

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The Solicitors' Journal.

LONDON, FEBRUARY 26, 1870.

IN SOME REMARKS (13 S. J. 996) upon the West Kent Legal and Mercantile Institute we stated our belief that Mr. Albert Henry Elworthy, a solicitor concerned in that institution, had, in June, 1867, been convicted of perjury by a jury at the Central Criminal Court, and that he had afterwards received a free pardon. We have since ascertained the fact to be that the conviction was subsequently quashed by the Court for Crown Cases Reserved upon the following point. The assignment of perjury relied on at the trial consisted in a statement made by the prisoner upon oath, that there was no draft of a certain statutory declaration. No notice to produce the draft in question had been given to the prisoner, but secondary evidence was admitted. The Court for Crown Cases Reserved held that, notice to produce the draft not having been given, the secondary evidence was inadmissible to prove the contents of the draft, and the conviction was in consequence quashed. We regret, of course, that we should have made a statement incorrectly representing the facts as to Mr. Elworthy, and as Mr. Elworthy has complained of the statement made by us, we have now made this correction.* At the same time we cannot but express our surprise that Mr. Elworthy should feel aggrieved at the error into which we were inadvertently betrayed, inasmuch as a free pardon is usually considered as implying that the conviction has been deemed wrong on its merits.

WE PRINT IN ANOTHER COLUMN the bill now before the House of Commons for Amending the Law relating to the Remuneration of Attorneys and Solicitors. The subject is one which needs no recommendation to commend it to the attention of either lawyers or the public. At present, as everyone knows, a solicitor (and we include attorneys in the term) cannot bind his client by any contract as to professional remuneration; no such agreement overrides the client's right to have the costs taxed in the usual manner, though such a contract might, as against the solicitor, have the effect of limiting the amount recoverable by him in an action for payment of work performed. Nor can the solicitor take any security for future costs. The bill proposes to confer upon the solicitor a very wide power of contracting with his client, not only as to the amount of his remuneration, but as to his liability for negligence. After such an agreement a taxation of costs can take place only upon the client proving the agreement to be tainted by fraud or surprise. The bill also empowers the solicitor to take security for future costs. It further reverses the rule that a solicitor trustee can only charge costs when specially authorised in the trust instrument, by enacting that he shall be allowed to charge such costs, unless the instrument otherwise directs.

It is very desirable that the system of lawyers' remuneration should be amended. It cannot be denied that the present system affords a temptation to multiply technicalities, simply because much real work is remunerated on quite an inadequate scale. The payment of conveyancing by length, the absurdity of which has been pointed out by Mr. Joshua Williams, affords an illustration of the principle at work. As Lord Langdale observed in *Davenport* v. *Stafford* (8 Beav. 517), "It is much easier to censure than to remedy this state of things, which, under all circumstances, is more to be regretted than blamed. The blame which there may be is more with higher authorities than with the solicitors, who, having regard to the rules of taxation, cannot help themselves. The remedy, if any is to be found, must be had by the discovery of more improved modes of remunerating solicitors, by which the remuneration may on every occasion be adequate to the real and just value of the important services which are rendered." Our readers can now judge for themselves of the remedy provided by the bill now before the Legislature. We shall, of course, return to the subject, but we must, in the meantime, reiterate the opinion which we expressed when Lord Westbury's bill of 1864 was pending, that in any measure of the kind a line should be drawn between litigious and non-litigious business. We must also express our regret that the bill leaves untouched the defects in the principles on which costs are now taxed by the Court. In 1840 a special committee of the Incorporated Law Society, after reprobating the principle of making length of documents the scale of remuneration, advocated the appointment of a taxing board.

MR. DENMAN AND MR. LOCKE KING have brought in a short bill to amend the "Evidence Further Amendment Act, 1869." The preamble of the bill states that "doubts have arisen as to the extent and meaning of the words 'court of justice' and 'peculiar judge,'" in the 4th section of the Act of 1869. It is then proposed to enact that these words "shall be deemed to include any person or persons having by law, or by consent of parties, authority to hear, receive, and examine evidence." The object of the bill, therefore, is to extend the making of "the promise or declaration" provided by the 4th section of the Act of 1869, to witnesses examined in arbitrations under 9 & 10 Will. 3, c. 15, as well as under the Common Law Procedure Act, 1854. This section seems to apply only to *viva voce* evidence, and not to affidavits, as the phraseology is "any person *called* to give evidence." Persons making affidavits, therefore, must do so upon oath, unless they come within the scope of section 20 of the Common Law Procedure Act, 1854. It would be desirable, if the 4th section of the Act of 1869 is to be amended at all, to introduce some words which would extend it to the making of affidavits as well as to *viva voce* evidence. There would thus be a uniformity in the law on the substitution of a declaration for an oath.

Lastly, while amending the Act of 1869, it would be desirable to set at rest the doubt which there is, whether witnesses under sections 2 and 3 of that Act are compellable to answer questions or only competent. In the supplement to the third edition of "Powell on Evidence" Messrs. Cutler & Griffin express an opinion that such witnesses are compellable as well as competent except where they are protected by the proviso to section 3, and this would seem to be the fair construction to put upon the explanation of the Act which Lord Penzance gave to the Prince of Wales on his entering the witness-box in the Mordaunt case.

THE CASE OF *Mordaunt* v. *Mordaunt*, which has occupied the Divorce Court for so many days, raises an im-

* We subjoin the headnote (taken from the *Law Reports*, 1 C. C. R. 103) of the report of the decision questioning the conviction:—

THE QUEEN *v.* ELWORTHY.

Evidence—Notice to produce.

The prisoner, a solicitor, was indicted for perjury in having sworn that there was no draft of a certain statutory declaration made by a client. No notice to produce the draft had been given to the prisoner; and upon his trial it was proved to have been last seen in his possession, secondary evidence having been given of its contents.

Held, that, in the absence of such notice, secondary evidence was inadmissible.

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portant question of law. The petitioner seeks to obtain a dissolution of his marriage on the ground of the respondent's adultery. The citation was served on the respondent on the 30th of April, 1869. Subsequently, an application on her behalf was made to stay the proceedings on the ground that she was of unsound mind, and unable to prepare her defence. It has been admitted by the petitioner's counsel that the respondent is now insane; and the question is therefore whether, on the 30th of April, or at any and what time afterwards, she was of sound mind. There is no question now as to the respondent's state of mind before the 30th of April.

The present inquiry is founded upon the assumption that it is an answer to a suit for dissolution of marriage that the respondent is then insane. We believe the only direct authority on this point is *Bawden* v. *Bawden* (10 W. R. 292) where it was held that a suit for dissolution of marriage cannot be maintained against a lunatic. It has been decided that a lunatic can prosecute a suit for nullity of marriage, *Earl of Portsmouth* v. *Countess of Portsmouth* (1 Hagg. Ecc. 356), *Hancock* v. *Peaty* (Law Rep. 16 D. M. 335); or for divorce, *Parnell* v. *Parnell* (2 Hagg. Const. 169); and a minor can sue for a divorce, *Barham* v. *Barham* (1 Hagg. Const. 5) and *Morgan* v. *Morgan* (2 Curt. 679), and be made respondent in a suit for divorce: *Beauraine* v. *Beauraine* (1 Hagg. Const. 498). These appear to be the only cases in the Ecclesiastical or Divorce Courts at all bearing on the question involved in *Mordaunt* v. *Mordaunt*.

In ordinary civil proceedings the lunacy of a plaintiff or defendant is no bar to an action for a wrong committed before lunacy. In criminal proceedings, on the other hand, the lunacy of the accused is an absolute bar to his trial. This is usually stated to be because a lunatic cannot provide for his defence. There is, however, a further reason, viz., that a trial would be a useless proceeding, because by a very old principle a lunatic cannot be punished for his crimes committed when sane (3 Inst. 6). This principle has been frequently recognised in statutes. In *Bawden* v. *Bawden* the Court followed the analogy of criminal rather than of civil proceedings, and allowed the lunacy of the respondent to be a bar to the petition. There seems, however, to be some strong reasons against this decision which possibly might not be followed if the the point were argued in *Mordaunt* v. *Mordaunt*.

The object of criminal proceedings is the punishment of the offender, not the benefit of the person injured, who in theory has no control over the proceedings. There is no question as to the character of the prosecutor, and the question is solely whether the crime has, in fact, been committed. The object of a suit for dissolution of marriage is very different. No punishment can be inflicted on the respondent; the proceedings are directly for the benefit of the petitioner, who can institute or refrain from instituting them, and can stop them at his pleasure, and the petitioner may by his own previous misconduct be deprived of his right to the relief prayed for (section 37 of 20 & 21 Vict. c. 85.) It is, no doubt, a serious thing for a respondent to be liable to have his or her *status* altered by a decree made during incapacity to resist, but to hold that under no circumstances whatever can this be done may cause very great hardship to a petitioner. Whatever may be the ultimate decision it would be well that the matter should receive more consideration than seems to have been given to it in *Bawden* v. *Bawden*.*

WE HAVE ONLY BEEN ABLE to obtain a copy of the Jurisdiction of the Judges Bill, which has been introduced into the House of Lords by the Lord Chancellor, as we were about to go to press, and of course it is not easy to form a definite opinion as to its probable working, without a careful perusal. We understood, however, from the speech of the Chancellor that it was to provide that a judge of any one of the common law courts may sit as a judge of any other of the courts; that each court may be divided and sit at the same time as two courts, and may also hold as many *nisi prius* courts as may be expedient. Besides this, the Home Circuit is to be abolished, and in its place there are to be sittings in Middlesex and London during the circuits. This, however, is to be done by a subsequent bill.

We have constantly advocated the transfer of business from one court to another, which is something similar to the scheme proposed of a transfer of judges from one court to the other from time to time. It is not, however, quite the same thing, and whether it will be equally efficacious is, in our opinion, somewhat doubtful. It can hardly be considered that the practice of taking two judges from the other courts to the Divorce Court to form the full court has worked well. We presume the idea is that whenever the business of any court requires two courts to be sitting *in banc* at the same time, the Chief Justice is to send to the Chiefs of the other courts and request the loan of a judge or two to help make up the second court, and if this request should not be complied with, or the necessity for it should be disputed, of course the matter must drop. Much, therefore, depends upon unanimity between the Chief Justices; and by the bill, as drawn, compliance with the request is to be entirely optional with the judges requested to assist. One point deserves notice—viz., that although the substitution of a new court of appeal for the Exchequer Chamber is to be provided for by a subsequent bill, yet it is an essential part of the scheme, for otherwise the appeal from judges sitting temporarily in a court not their own, would be to themselves in the Exchequer Chamber. It is however, in the trial of cases at Nisi Prius that the bill, if it had been well drawn and acted on in good faith by the judges and associates, might do most good. If it comes to be understood that any judge sitting at Nisi Prius, who has finished his list for the day at an early hour, is, instead of rising, to take cases from the day's list of any other Nisi Prius judge who requires assistance, the present necessity for putting a large number of cases in the list every day will be avoided. As it is, unless a long list is made, if the cases inserted prove shorter than the average, time is lost, and to obviate this long lists are made and parties are constantly kept waiting about the courts for days before their case is reached. Under the new system, if acted on as we suggest, the number of cases in each day's list may fairly be reduced to about half the present number, and then there will be no reason why the cases on the list should not be cleared off from day to day, without the monstrous waste of time and expense which now takes place. We doubt, however, whether the bill, as drawn, would enable this to be done. It appears to us to require considerable amendment, without which it is likely to be practically inoperative.

The abolition of the Home Circuit will, so far as the interests of suitors having causes for trial are concerned, be an unqualified benefit. The Lord Chancellor said nothing about the criminal business, but the greater part of it certainly can be conveniently disposed of at the Central Criminal Court.

The alteration will, however, strike a great blow at the whole circuit system, so far as the Bar are concerned. The Middlesex sittings, held during circuit, must, we think, be open to the whole Bar, as the Middlesex sittings at other times are; and this being so, it is obvious that the present members of the Home Circuit must in their turn be allowed by their brethren to practise in other circuits without special retainers. Whether they do this by each selecting one other circuit, or by going where they like, the whole system will have been broken in upon. There will no doubt grow up a bar which will attend regularly in London and Middlesex during the circuits, and who will not go elsewhere without special fees, still this bar cannot be an exclusive one, as the present circuit bars are.

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* Since the above was written, the jury in this case have returned a verdict that Lady Mordaunt was insane on the 30th of April, 1869.

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THE BILL which was to be laid on the table of the House of Lords last night, so far as can be gathered from the Lord Chancellor's description of it last week, may be accepted as the first fruits of the labours of the Judicature Commission. Writing as we do, without having seen either the bill itself or the Lord Chancellor's remarks last night, and even in ignorance whether it has been actually produced, we are compelled to rely on this description, which is, we doubt not, substantially accurate.

The principle of the bill may be taken to be the establishment of a central court of appeal from all the superior courts, to consist of five permanent and four moveable judges, and to sit in chambers or divisions of not less than three judges each. This at once supplies the requisite elements for a really strong court of appeal, and if worked so as to utilise to the maximum the judicial strength thus supplied, may go far towards producing that harmony in our laws and uniformity in our decisions of which they are at present so much in need. But to this end it will be requisite:—

1st. That the judges of this Court should sit indiscriminately in its different chambers, and should even make a point of shifting their combinations as much as possible, consistently with the conduct of the business; so that, except where the occurrence of "part heard" cases rendered it necessary, the same three judges should not continue to sit in the same chamber for more than some very limited period, say a week. This provision is obviously necessary to secure general harmony of decision, for if the same three judges habitually sat together, we should soon find that the divergence now experienced in the tendencies of different courts would re-appear as between the different chambers of the Court of Appeal, each of which would become more or less strongly impressed with the character of that one of its members (and there always would be some *one*) who acquired the largest share of influence. Two men may—though they seldom do—continue to sit together without either becoming habitually predominant over the other; but with three this is practically impossible. With more than three, again, the Court may, as we see at this moment in the Court of Exchequer, become broken into two parties, each of which habitually follows its own leader; but it is more frequently the case that one mind becomes the virtual ruler of the whole Court, and this is the very thing we wish to avoid.

2ndly. The "nominated judges" (*i.e.*, those who are to be appointed for a year only, subject to reappointment) ought, as far as practicable, to sit in different chambers, and the rule ought to be, except in very special cases, not to reappoint them without an interval of at least two years. The very object of their appointment at all is to keep up the circulation between the courts of first instance and the Court of Appeal, and to that end there should be one of these judges (who will, we presume, be always selected from the acting judges of first instance, and will return to their functions as such at the end of their year), associated with the permanent judges of the Court at every sitting thereof; and, moreover, such judges should be sufficiently fresh from the performance of their ordinary duties to prevent their assimilation to the permanent staff of the Court.

3rdly. All final appeals from inferior courts should be to this Court, either with or without an intermediate appeal as may be thought desirable. The present system, whereby the same identical question may, at the option of the plaintiff, be brought before a judge of first instance, either in the exercise of his ordinary jurisdiction—in which case his decision is subject to two appeals—or on appeal from an inferior court—in which case it is final*—is a palpable absurdity, and amounts in fact to a denial of justice to the poorer litigant. Had the existing Court of Appeal in Chancery been continued it would, we think, have been necessary to transfer the appeal from the county courts sitting in equity to that Court, and as it is now to be merged in a general court of appeal, that Court should, we think, be given the like jurisdiction; and the same principle evidently applies to appeals from all inferior courts.

There are, moreover, some minor details in the proposed measure, which, we think, call for observation. We fail to see the force of the argument so often advanced for placing the Master of the Rolls *ex officio* in the Court of Appeal,† that the Lords Justices, who of course will be members of that Court, are his inferiors in judicial precedence. This objection was conclusively answered, when advanced by Lord Chancellor Cranworth, by no less an authority than the Master of the Rolls himself, who pointed out the inconvenience of the alteration then proposed, and said that the true course would be, if it was thought worth while, to alter the precedence of the Lords Justices. But in truth, whatever might have been said for Lord Cranworth's proposition, which dealt only with the Court of Chancery, the present bill carries its own answer on its face, for it is not proposed to make the Lord Chief Justice of England an *ex officio* member of the Court of Appeal, nor either of the other Common Law Chiefs, and yet the first-named judge is the judicial superior of the Master of the Rolls himself, and all three of them are as much entitled to precedence over the Lords Justices as is the Master of the Rolls. Nor, so far as we have heard, does the bill propose to give any precedence whatever to the nominated judges *as such* during their year of office. We are sorry also that the niggardly spirit which has lately manifested itself in high places has so far prevailed that the recommendations of the commissioners in favour of ten judges of this court has been negatived. Nine judges, of whom the Lord Chancellor is one, means eight on all ordinary occasions during the Parliamentary session, and eight judges implies but two chambers sitting simultaneously, which again supplies an excuse for closing the doors of the Court against some of those classes of appeals which, as we have already said, we think ought to find their way there. We hope that before the bill becomes law, which we trust it will do without any unnecessary delay, better counsels will so far prevail that this objection may be removed.

THE FOLLOWING CIRCULAR, relating to the stamp duty on marine policies effected abroad, has been forwarded to us for publication:—

"Inland Revenue, Somerset House, W.C.
January, 1870.

Sir,—It having been represented to the Board of Inland Revenue that it is the practice of certain insurance companies to pay claims on policies of marine insurance effected abroad, without requiring such policies to be first duly stamped, the board deem it proper to call the attention of the several marine insurance companies to the law upon the subject.

I am accordingly desired to state that by the 15th section of the 28 & 29 Vict. c. 96, it is enacted 'that the stamp duties chargeable under that or any other Act for the time being in force upon or in respect of any policy of insurance of any description shall extend to and be deemed to be payable upon and in respect of any policy or other instrument of insurance which shall be made or signed out of the United Kingdom, by or on behalf of any person carrying on the business of insurance within the United

* If our readers wish to see a notable instance of this absurdity—pushed to extreme—they will find it in the bills to protect the property of married women, mentioned elsewhere in our columns. By the 10th section of Bill No. 1 (which is identical with the 12th section of Bill No. 2), any question between husband and wife may *at the option of either party, and irrespective of the amount in dispute* be referred either to Vice-Chancellor Stuart or the county court judge of the district. If the parties apply first to the latter his decision may be appealed to Vice-Chancellor Stuart whose decision is final, but if they have gone at once to the Vice-Chancellor, the dissatisfied party may take the case to the House of Lords.

† Of course no one will so misunderstand us as to suppose we object to the appointment of Lord Romilly individually to that Court.

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Kingdom, or by which, according to any stipulation, agreement or undertaking, expressed or implied, any loss or damage or sum of money shall be payable or recoverable in the United Kingdom, upon the happening of any contingency whatever, and no such policy or other instrument of insurance shall be valid or available in the United Kingdom, for any purpose whatever, unless the same shall be duly stamped for denoting the duties.'

I am further to point out that under the 13th section of the Act, 30 Vict. c. 23, persons paying claims on such policies not so stamped, incur a penalty of £100 in every instance.—I am, sir, your obedient servant,

T. SARGENT."

The subject-matter of this circular, which addresses itself alike to lawyers and to the shipping and insurance interests, was a matter of public comment about three years ago.* At that time a correspondent of the *Times* expressed the opinion that, beyond the invalidity of the unstamped policy, the Legislature had not, by the 28 & 29 Vict. c. 96, s. 15, inflicted any *penalty* on default in paying the duty on marine policies effected abroad. The view in question was fortified by an opinion stated to have been delivered by an eminent barrister, to the same effect. In point of fact, however, the 4th section of 7 Vict. c. 21, at that time in force, enacted the opposite, for that section rendered any person paying any such policy, or being concerned in any omission with intent to evade the stamp duty, liable to a penalty of £100. Shortly after the topic was thus before the public, the consolidating or rather condensing Act, 30 & 31 Vict. c. 23, was passed, which, leaving untouched the 15th section of 28 & 29 Vict. c. 96, repealed the 4th section of 7 Vict. c. 21, and re-enacted the substance of the latter section in section 13 of its own. The Stamp Acts relating to marine and other policies are only one instance of the necessity for a thorough revision and consolidation of the stamp laws. That they are such an instance is corroborated, if corroboration were needful, by the fact that even the Government Index, just published by authority (which we notice in another column) has gone wrong on the subject, and omits both 7 Vict. c. 21 and 28 & 29 Vict. c. 96 from the list of enactments in force relating to marine policies.

IT WAS ALLEGED last year during the debates on the "Debtors Act" that registrars of county courts had, without the slightest legal power to do so, committed debtors to prison. No individual registrar was named, but the Government must have had good reason for believing that registrars had so acted, otherwise the prohibition contained in section 5 of the Act would have been unnecessary. It is true, that under the various County Courts Acts, registrars were nowhere prohibited from exercising the power of committal, but they are nowhere authorised to do so. Some registrars appear to be under the impression that they may do whatever they are not in express terms prohibited from doing. As a case in point, we find from a report in the *Clerkenwell News* that on the 15th inst., the registrar of Clerkenwell County Court sat as judge and tried a cause which was strongly contested, notwithstanding that the provisions of the 16th section of the "County Courts Act, 1867," only authorise registrars to decide undefended causes "if founded on contract." Here again there is no express prohibition as to the registrar trying *any* cause, but if the absence of prohibition is to be read as giving authority the registrar may exercise nearly all the powers of the judge

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THE PROMISED BILLS to protect the property of married women have made their appearance—two in number. Of that which bears the Recorder's name little need be said; it is little more than a reproduction of the bill brought in by Mr. Shaw Lefevre in 1868, and renewed last session, on which we have already commented at length, and it is open to all the observations, favourable and otherwise, which we made in reference to that bill. The other bill, which is fathered by Mr. Raikes, Mr. Staveley Hill, Q.C., and the Attorney-General of the County Palatine, is a very different production, and one which, though not free from objection, contains, we think, the germ of a sound and useful measure. Its principal fault is one but too prevalent—it is too detailed. Instead of altering the principle of the law, and leaving the Courts to carry the new principles into effect in their own way, it aims too much at providing all the machinery for the purpose, down to the very smallest detail. The necessary consequence is, that the Courts say, "We can do nothing except by the machinery prescribed, and if there be a case which this won't fit, however clearly within the scope of the Act, it is a *casus omissus*, and we can do nothing with it." The particular provisions of this bill moreover do not seem to us well adapted to the end proposed, and in particular we take special objection to the system of heaping all sorts of jurisdiction "in a huddled manner" on those "judicial beasts of burden," the county court judges.

Again, we think the bill goes too far in its application to persons already married, and that, as to them it should at least, be confined to cases of separation, voluntary or judicial. Further, there can be no reason, that we can see, for interfering, in ordinary cases, with the rule which gives all the property of an intestate wife to a surviving husband, at any rate in cases where they are living together. This rule is founded on the natural and reasonable theory that a woman by marriage becomes incorporated into her husband's family; and as, if the power of testacy be freely given, it can never act against the wishes of the wife, we think that the 19th section of the bill should be confined to cases of desertion and judicial separation, and should not take effect unless so declared in the order of the Court.

The bill would, in our opinion, be much improved by leaving out all except sections 1, 10, 11, 13, 17, 19, 22, 23, 24, and 25, and restricting the operation of section 19 as above mentioned.

THE IRISH LAND BILL.

When we contemplate the Merchant Shipping Bill of this session, with its 800 clauses, we can hardly be too thankful that *the* bill of the session, dealing with a most difficult subject, is comprised in some ¼lb. of printed matter, numbering but sixty-eight clauses and a schedule. The Irish Land Bill is now fairly launched, and it is encouraging to see it approached on all sides with a determination to merge party differences in the one aim of doing all that can be done to remedy the evil at which the measure strikes. The Fenian press, and other professional discontents, may be expected to rail; it is their business to be discontented, and they object to express any approval of anything; much as a popular comic actor once objected to make a speech on a public occasion, upon the ground that his livelihood would be in danger if he were suspected of a capacity for talking reasonably.

A stranger to the history of Ireland might ask why Ireland needs a land-law differing from that which works satisfactorily enough in England. Undoubtedly the supporters of this, or any kindred measure, have to show cause against that objection, and, unfortunately, the cause is only too easily shown. It is not necessary to go into historical details, or to discuss how an antagonism between owners and occupiers has been fostered by the course which acquisition of Irish land has followed, from the days of the Adventurers who obtained Crown grants centuries ago, to the modern time of purchasers under the Encumbered Estates Acts. Doubtless the discontent of Irish tenantry is aroused to a considerable extent not only by the fact that strange landlords will not give them security of tenure, but by the fact, for which the murmurers are entitled to less sympathy, that the stranger landlords do expect them to pay their rent punctually. Sir Jonah Barrington, in his most entertaining Memoirs, has shown the manner in

* Vide 11 S. J. 290.

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which, under the old regime, all parties muddled on together; the landlords taking the rent from their hangers-on when they could get it, but never dreaming of evicting when they could not—a style of jovial muddle which reads more pleasantly in an Irish novel than as a page in the real history of Ireland. It is needless, however, to discuss these questions; it is enough to recognise the facts that unless tenants enjoy practically some meed of stability of tenure, the land will inevitably be underfarmed and unimproved, and that in Ireland stability of tenure is the exception. In England, with the same law of contract, the tenants either get leases or else the landlords execute the improvements. Even an English yearly tenancy is practically a far more stable tenancy than one in Ireland. The mutual jealousy of owner and occupier in Ireland naturally augments by action and reaction. A disturbing force is necessary to remedy all this, and in settling its nature and application it is wholly unnecessary to speculate as to who, if anyone, is to blame for the evil as it exists.

So far as legislation has meddled with the subject, there has not been anything nearer the mark than the statutes 19 & 20 Vict. c. 65 and 23 & 24 Vict. c. 154. The former merely relates to garden grounds of not more than half an acre and the emblements corresponding, and the latter merely provides a machinery for securing to yearly and other tenants the value of improvements made with the landlord's consent.

As to the remedy to be applied, the insuperable objections to what has been spoken of as fixity, or perpetuity of tenure, were excellently put by Mr. Gladstone in his explanatory speech on the 15th. Even if any rational argument could be assigned for such a proposal, it is obvious that the change would be no more permanent in its effect than a distribution of the entire wealth of a country among its entire population. But such a change would, as Mr. Gladstone pointed out, by reducing the landlord to the position of a mere rent-charger on his own land, extinguish all hope of that good understanding between landlord and tenant which exists in England, and deprive the country of that conscientious acceptance by landlords of a responsibility for public duties which is "a just relic and a true descendant of the feudal system;" it would also virtually proscribe the class who desire to rent but not to own. That the taxpayers of England and Scotland could hardly be expected to pay the Irish landlord's compensation, is the least important consideration.

The main principle of the present measure is the introduction, where no custom exists, of a relation as between owner and occupier, similar to that known as the Ulster tenant right custom. Where the Ulster custom is in force an evicted or retiring tenant receives from his landlord compensation both for improvements (including as well unexhausted manures and tillages as permanent improvements like buildings or reclamation) and the loss sustained through quitting—*i.e.*, goodwill. Where this custom exists, the bill, by section 1, formally legalises it, and then leaves it alone. Section 2 provides that where a custom other than the Ulster custom prevails, the tenant shall be entitled to such compensation as the particular usage allows. Section 3 provides for the mass of holdings which are not protected by any custom. As to all holdings not subject to the Ulster custom, the bill puts compensation for improvements and compensation for goodwill on separate footings. The tenant gets the latter only where "disturbed by the act of the landlord," and not where evicted for non-payment of rent, and the new right differs from the Ulster custom in this respect, that a voluntarily retiring tenant gets nothing for goodwill;* but even the tenant who is evicted for non-payment of rent gets his improvement compensation, subject to proper deductions. As to the mass of unprotected holdings coming under section 3, a scale is provided, under which, for all compensation other than for permanent improvements, the tenant of a holding under £10 yearly rent may be awarded seven years' rent or under, between £10 and £50, five years' rent or under, between £50 and £100, three years' rent or under, and over £100 two years' rent or under. The claim for permanent improvement is extra to this. Both when compensation is claimed under some custom outside Ulster and where claimed purely under the bill, allowance is to be made for arrears of rent, or injury to the land accrued through non-observance of an express or implied contract with the landlord; and a tenant with a thirty-one years' lease made after the Act can claim nothing for goodwill.

The improvements for which a tenant is to claim are "improvements adding to the lettable values of the land:" and made by "the tenant or his predecessors in title," that is, the tenant can only claim for improvements executed by a preceding tenant, when "money or money's worth" was paid to that tenant by his successor, and so on in continuance up to and including the incoming of the claimant. But a tenant who after the Act sublets without his landlord's consent (except for labourers' gardens), may claim no compensation whatever for goodwill. *

A tenant is not allowed to contract himself out of the Act,—except that, where his holding is between £50 and £100 yearly value, he may contract himself out of all rights, except for tillage or manure, by accepting a twenty-one years' lease, to be approved by the new tribunal; and that where his holding is over £100 yearly value, he may contract without restriction. The *ratio* of this scale is the fact that in large holdings the practice as between owner and occupier is found to be more akin to that in England. And the tenant cannot, of course, claim for improvements which the landlord has agreed to execute, unless there be unreasonable delay on the landlord's part.

Then the Bill also endeavours to facilitate purchases of land by tenants, by authorising the Irish Commissioners of Public Works, where a landlord consents to sell, to advance three-fourths of the valuation price, repayable by a twenty-two years' annuity, charged as Government drainage advances are now charged in England. The commissioners may also make advances to landlords, either for improvements or for compensation payable under the Act to tenants.

Lastly the bill provides a machinery for carrying out all this. It appoints a tribunal which is to assess everything and determine everything, and by means of a clause which Mr. Gladstone called the "equity clause," it invests this tribunal with the widest possible discretion in determining everything under the Act. Thus there is an absolute discretion to say whether or not a particular eviction for non-payment of rent is or is not to be deemed a "disturbance of the tenant by the landlord." The Court may consider whether the rent payable is fixed too high or too low, and may take the difference, if any, into account. It has an absolute discretion to decide what is and what is not an "improvement, adding to the lettable value of the land"—and what is and what is not a reasonable time for the landlord to perform any contract on his part. It is necessary to the success of the scheme that the machinery should work cheaply, which could only be effected by conferring a wide discretionary power like this.

The tribunal endowed with this discretion consists, in the choice of the parties, either of the Civil

* As the bill stands, a retiring tenant, or one evicted for non-payment of rent, is entitled to claim for unexhausted tillages or manures.

* We have here given a short analysis of the substance of several sections. In the arrangement of sections all claim whatever is taken from the rent-defaulter and sub-letter, by sub-clauses to sections 2 and 3, and section 4 afterwards restores to them a claim for improvements. *Quære*, however, whether these defaulters should be entitled to claim for anything but permanent improvements?

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Bill court of the district, or the assessor sitting as an Arbitration Court. The decision of the latter is final, but the decision of the former may be reviewed by the common law judges, who, if they please, may reserve points for a "Court for Land Cases Reserved."

Finally, the bill throws on the landlord the burden of proving that improvements were not made by the tenant (it is silent as to the proof that an alleged improvement is a real one, the proof of that remains consequently with the party alleging it). The bill also, besides imposing a stamp duty of 2s. 6d. on notices to quit, requires that each notice shall be for twelve months, reckoned from the last gale day of the current year.

Omitting, of course, a quantity of details, we have now gone through the main features of the bill. We should, perhaps, apologise for thus recapitulating what, in popular phrase, is in everybody's mouth. Our aim has been to assist those of our readers who have not leisure or inclination to study closely the Bill itself.

The scheme is conceived, not, as a sop to Cerberus, conceding a percentage on a clamorous demand, but as an honest endeavour to suggest the true remedy for an admitted evil. It seems to us that its framers have hit the only means of untying the knot, and that the plan in its main characteristics is admirable. No doubt, in its details, the bill will require much amendment. It is, of course, impossible for us here to indicate every point upon which we think that it should be altered, but we shall in future issues draw attention to various details. We will at present only trouble the reader with a very few more observations.

It appears that in various cases Ulster landlords have, as it were, enfranchised their land by purchasing the custom of the tenant, and when that has been done, the land by the second half of section 1 ceases to be subject to the Ulster custom. Consequently under section 3 the tenant who has just sold his right to compensation can claim it afresh under section 4 as "a tenant not entitled to compensation under sections 1 and 2 . . . and not entitled . . . under section 3 of this Act." Is it intended that this shall be so? A case of hardship somewhat similar to that of these landlords, who have just purchased the Ulster custom, will be that of those landlords who have purchased of the Landed Estates Court, and who will naturally complain loudly if to the purchase-money they have just paid should be added a liability to pay over again for a portion of that they saw on the ground when they purchased. It may be that in order to carry into effect so great a remedy, a partial hardship, not to say injustice, is necessary. It must however, be reduced to a minimum. We must confess that the point on which we have most misgivings is as to the costs of the proceedings before the land tribunal between landlord and tenant; for the Irish, like the Welsh, are prone to rush into litigation, though less perseveringly litigious. Much, very much indeed, will depend on the Court. It must manage to command full confidence, and it must manage somehow or other to supply "substantial justice" quick, cheap, and good. Sooth to say, the Irish lawyers make better advocates than judges. They are beset even when on the bench by a national tendency to burst away into brilliant but irrelevant oratory. Still the national shrewdness may pilot the way to the substantial justice aforesaid and prove a hundred times more valuable than the closest reasoning on a point of law. Much also must depend upon the spirit in which the suitors and their agents approach these questions as to compensation and "good will" (and as the shoemaker turned farmer observed in Hood's story, "candour compels to state a very small quantity of the *last* named article on hand up to the present time"). We believe that in its principle the present bill has hit, if anything can hit, the remedy. There remains the task of settling its details. If this be successfully accomplished a happier time may come, when, the change having done its work, it may be found possible once more to place English and Irish land under the same law of contract.

CLERGY IN PARLIAMENT.

Mr. Hibbert, the member for Oldham, has introduced a bill to relieve clergymen of the Church of England from the incapacity of sitting in Parliament under which they at present labour; and undoubtedly, as matters now stand, there is an appearance of hardship which justifies an attempt at legislation. The measure proposed, moreover, must not be supposed to attack what many regard as the sacred principle of indelibility of orders. A clerical M.P. would be a clergyman still, although it might be expedient to restrain him for parochial duty as long as he chose to mingle in political conflict. The question of the political disabilities of the clergy is quite distinct from the question of whether or not their religious *status* ought to be temporary or perpetual. We do not at present propose to discuss the expediency of the alteration in the law advocated by Mr. Hibbert; but our readers will be better able to form a sound judgment on his bill if we recall to their recollection the historical incidents of the present law of exclusion.

The statute which at present disqualifies the clergy is the 41 Geo. 3, c. 63, which is entitled "An Act to remove doubts respecting the eligibility of persons in holy orders to sit in the House of Commons," and professes to be a "declaratory" Act. By section 1 it enacts that "no person having been ordained to the office of priest or deacon, or being a minister of the church of Scotland, is or shall be capable of being elected to serve in Parliament as a member of the House of Commons." The second section declares and enacts that the election of such a person shall be void; and that if, after election, a Member of Parliament should be ordained priest or deacon, or become a minister of the Church of Scotland, he shall thereby vacate his seat, and a penalty is imposed upon sitting or voting in either case. Section 3 provides that penalties must be sued for within twelve months of their being incurred; and the last section (section 4) makes proof of the celebration of divine service according to the rites of the Church of England or the Church of Scotland, in any church or chapel consecrated or set apart for public worship, *primâ facie* evidence of the fact of the celebrant being a priest, deacon, or minister, within the meaning of the Act.

The reason why this statute was passed was the circumstance that the celebrated Horne Tooke, who was in priest's orders, had previously to the meeting of Parliament in 1801 accepted from Lord Camelford a seat for the nomination borough of Old Sarum. Upon his appearing and taking the oaths, Earl Temple called attention to the fact that he was "in priest's orders, and had been inducted into a living;" and gave notice that if no petition were presented against the return he should move that "the return for Old Sarum be taken into consideration." There can be little doubt that Tooke's turbulent character and, as they were then considered, almost revolutionary opinions on the subject of Parliamentary reform were the real causes of the return being questioned. At the time of his election he was not engaged in any parochial duty, so that no practical inconvenience would have followed from allowing him to take his seat *sub silentio*. As far back as 1773 he had formally resigned his living and announced his absolute abandonment of his clerical character. But he was destined to find that such an announcement did not avail to open to him either a legal or a Parliamentary career. In 1777 he suffered his first severe disappointment in the refusal of the Inner Temple to admit him to the bar on account of his being in orders. We need scarcely add that that learned society would not for that reason refuse a candidate for admission now. The bar at present counts among its members several clergymen of the Church of England, of whom one at least is a member of the Inner Temple.

Tooke, baffled in his hopes of becoming a barrister, occupied himself almost exclusively with politics, and determined, if he could, to get into Parliament. In 1790

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he stood against Fox and Lord Hood for Westminster, but was defeated. He again became a candidate in 1796 but with no better success, although his popularity with a Radical constituency must have been increased by his having been two years before put upon his trial for high treason in advocating reforms which the Solicitor-General (Mitford) in opening the prosecution averred were nothing but "rank rebellion" (Howell's State Trials, vol. 25, p. 62). After a protracted inquiry he was acquitted, and left the court with a characteristic word of advice to the Attorney-General (Scott) to be more cautious for the future. But even this audacity and success did not win over the Westminster electors, and for five years longer Tooke remained without a seat. Eventually advanced reformer as he was, he accepted, as we have seen, Lord Camelford's nomination to Old Sarum.

The petition which Lord Temple seemed to think possible was not presented for the best of reasons, that there was literally nobody to present it, and accordingly he brought on his motion on Friday, the 6th March. Evidence was heard on the 10th to prove that Tooke was really a priest, the House declining to act upon his own admission, and a committee to search for precedents was appointed. The report was, we are told by Mr. May, obscure and inconclusive, and the House declined to declare Tooke ineligible. The fact was that the precedents were found to be contradictory. Thus, in 1785 a petition was presented complaining of the election of Edward Rushworth, clerk, for Newport, "he being a clerk in holy orders and incapable to be elected to serve in Parliament," and was referred to a committee who found that "Edward Rushworth, Esq., was duly elected." Rushworth appears, from the report of the case in 2 Luders, 269, to have been a deacon only; and it was argued that, even assuming a priest to be eligible, it did not follow that a deacon was. The reason of the exclusion of the clergy given by Coke and Blackstone—the possibility of being elected members of convocation—was certainly inapplicable, it was said, to mere deacons, who did not and could not sit there. (See Co. 4 Inst. 47.)

The Committee gave no reasons for their decision. It may very possibly therefore have turned on the supposed difference between a deacon and priest, which afforded them some justification for departing from the precedents in the cases of Nowell (1553), Robson (1620), and Craddock (1661). The language of the reports in these three cases is worth notice. In the first the committee give Coke and Blackstone's reason for their decision, reporting that Nowell being a prebendary of Westminster, *and thereby having a voice in the Convocation house*, cannot be a member of this house. In the second the resolution was as follows; "that he (Robson) ought not to be accepted to serve as a member of this house, by reason that he is a minister, and so hath or may have a voice in the convocation," still adopting the view that membership, actual or possible, of convocation is the proper test. In Craddock's case the report is simply that it appeared to the Committee that he was in "holy orders," and therefore ineligible—a general sort of phraseology which might include all ordained persons, without regard to their privilege of being represented or sitting in convocation. And, in truth, the "convocation" argument is not a good one, for as Mr. Justice Christian points out in his edition of Blackstone (vol. i. p. 175), the same reasoning would apply to the exclusion of bishops from the House of Lords. There are also some instances in early times of clergy in priests' orders sitting in the Commons, although then they were permitted to tax themselves in Convocation. The real ground of their not having, as a rule, ever been elected was, in the opinion of the learned editor, "owing solely to the tenure of their glebe lands, viz., frankalmoign, which exempted them from attendance on the courts of the king, lords, and sheriffs; and even if they held other lands, 'holy orders' exempted them by the common law from secular services and temporal offices, and this was confirmed by Magna Charta and the statute of Marlbridge." But this was an *exemption*, and not an *exclusion*. What are now precious privileges were once, it must be recollected, regarded as burthensome duties, and clergy not unnaturally availed themselves of their exemption, until disuser became regarded as proof of incapacity. The conclusion to which Mr. Justice Christian arrives is that there is no rule of common law which excludes either priests or deacons. The committee in the Newport case would seem, therefore, to have properly neglected the precedents adduced in support of the contrary view, and the House to have been right in declining to resolve that Tooke was ineligible. But the Ministry of the day were determined to get rid of him as soon as they could, and with that object in May, 1801, the statute (41 Geo. 3, c. 63) was passed. It was not retrospective, and Tooke retained his seat until the next dissolution. Whether it really was declaratory or not remains a vexed question; but we think it may be safely said that the better opinion is that it was not. Mr. Hibbert's bill should accordingly be regarded as re-establishing old law than as introducing new.

It may be well to point out that if the English clergy are to be relieved from disability, the Romish clergy may, upon the popular principles of "equality" claim to be relieved also. The 10 Geo. 4, c. 7, s. 9. excludes the Roman Catholic clergy from the general benefits of Catholic emancipation. Would not the repeal of the 41 Geo. 3, c. 63, entail that of the 9th section of 10 Geo. 4, c. 7? If such a liberty of candidature is permitted we may soon see some of the more popular Irish priests at Westminster. And we are far from saying that such a result ought to be deprecated. It may be better that an Irish elector should vote, if he pleases, for his priest rather than at his priests bidding for some obedient nominee of the clerical party. In the approaching debates upon Irish education an educated and intelligent Irish ecclesiastic might be a valuable acquisition to the House of Commons.

RECENT DECISIONS.

COMMON LAW.

PLEADING—NEW ASSIGNMENT—TRESPASS TO LAND.

Huddart v. *Rigby*, Ex. Ch., 18 W. R. 213.

The system of common law pleading has been so much simplified by the three Common Law Procedure Acts that questions of mere pleading are now seldom argued before the courts in banc. In *Huddart* v. *Rigby*, however, a question of this sort came before the Exchequer Chamber, and the decision is of considerable importance with respect to the necessity of new assigning in actions for trespass to land. The declaration was in the ordinary form, that the defendant broke and entered the plaintiff's close, and broke down and damaged gates, fences, &c. The pleas were not guilty, and a justification on the ground that there was a footpath across the land, and that the alleged trespasses were committed in order to use the path. Issue was joined on these pleas, but the plaintiff did not new assign. At the trial the plaintiff admitted the right of way alleged in the plea, but offered to prove that the defendant had trespassed beyond the footpath, that there were no gates, &c., on the path, and that the defendant had destroyed the gates, &c., on another part of the land. The evidence was rejected, and a verdict was entered for the defendant.

The ordinary course for a plaintiff in a case like this is not only to join issue on the pleas, but also to new assign—that is, to reply that he sues not only for the trespasses justified by the defendant's plea, but also for others committed at other times and occasions, and on other parts of the land. Such pleading would have precisely met the difficulty in this case, but the question was whether, in the absence of a new

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assignment, the evidence tendered by the plaintiff ought to have been received.

The substantial point was whether a declaration like the one in this case is to be taken as alleging only one trespass, or two distinct and substantive trespasses. If it is to be construed as alleging only one trespass it was pretty clear that the plaintiff's contention was wrong, because the defendant's plea answered one trespass by setting up a right of way, and the plaintiff admitted the existence of the right of way. By joining issue the plaintiff had admitted that the trespass so justified was the trespass complained of, and without a new assignment he could not at the trial say that he was really suing for some other trespass not touched by the plea. If, however, the declaration alleged two substantive trespasses a different question would arise. At the trial the plaintiff would be entitled to prove both or either of the trespasses. Although the plea in form covered both trespasses, yet the evidence might support the plea only as to one, and if so evidence for that purpose ought to have been admitted.

The common form of a declaration for trespass to land generally contains, after the allegation of the breaking and entering, a statement of acts by the defendant which, if they stood alone, would amount to substantive trespasses, as, in this case, the breaking of gates, &c. The question therefore was, whether such statements in a declaration of trespass are to be taken as allegations of substantive trespasses, and if so the declaration would contain two distinct causes of action; or whether such acts are to be looked on as mere averments of damage consequent on the one trespass in breaking and entering the plaintiff's close. It was held "that the breaking down of the gates and fences was mere aggravation," and that there was therefore but one cause of action alleged in the declaration, the breaking and entering which was answered by the plea, and as the facts stated in the plea were admitted, the defendant was entitled to a verdict.

This case will in future be a most useful authority in deciding where it is necessary to new assign in actions of trespass. Such questions are not at present of as much importance as they used to be, but even now the pleadings in an action frequently affect very seriously the right to costs, and sometimes, as in this case, even the final result of the action.

REVIEWS.

Chronological Table and Index to the Statutes to the End of the Session of 1869. By AUTHORITY. London: Printed by George William Eyre and William Spottiswoode, Printers to the Queen's Most Excellent Majesty. 1870.

The nature of this work will be best explained by the following extract from the preface :—

"This volume contains two works which, though separate, are arranged for combined use.

"The first is a table of all the statutes, arranged in order of date.

"The second is an index to enactments in force.

"The chronological table is framed with these objects:—

"(1.) To show what Acts are not in force, and how the same have ceased to be in force (by express repeal or otherwise) :

"(2.) With respect to Acts wholly or partly in force to give the respective heads in the index under which the enactments in force (with other enactments on the same subject) will be found :

"(3.) With respect to Acts partly in force to give any express partial repeals thereof (but not to give other operations on Acts wholly or partly in force,—as amendments, extensions, or perpetuations,—these being traceable by the index).

"The index is framed with the object of indicating generally the subject-matter of enactments in force, not of giving a detailed analysis of each Act.

"It is intended not to furnish an exhaustive summary of the statute law under each head, but to serve as a guide to a person desiring to find out the enactments bearing on a given subject.

"For example, the entries under the head *Forgery* are not a summary of all Acts relating forgery, and a person wanting to know what are the Acts relating to forgery of the seal of a particular court, or of a particular species of document, must look to the head under which that court or species of document is indexed, not to the head *Forgery*. So again in the case of Justices of the Peace, the enactments relative to their duties will be found distributed under the heads relating to particular subjects, and not collected under the general head of *Justice of the Peace*."

The chronological table is printed in triple column, the first column giving the year, statute and chapter, the second the subject-matter, and the third stating how the Act has been repealed or otherwise determined wholly or in part. This table extends from 20 Hen. 3, to the end of last session, and this alone would be an extremely useful publication.

The index is in four parts, one embracing Acts which extend only to England, and the other three the Irish, Scotch and Colonial Acts respectively. English Acts which also extend to Ireland, Scotland or the Colonies, are distinguished by the letter I., S. or C. as the case may be. In supplying these latter references the framers have in one or two instances had to assign a conjectural limit to the Act. Thus, under the head of *Reversion*, the Sales of Reversions Act (31 & 32 Vict. c. 4), is indexed as I. ? S., the framers not venturing to pronounce upon the question *ex cathedrâ*. Remembering the discussion which took place shortly after the passing of the Act 30 & 31 Vict. c. 144 (enabling assignees of life policies to sue in their own names) as to whether or not the Act extended to Scotland, we turned to the heading *Insurance—Life* with some curiosity to see how the framers treated the question, and found that they had assumed the Act as extending to Scotland, a conclusion to which we ourselves inclined (12 S. J. 355) ; the question, however, was certainly a doubtful one.

The true test of the method upon which an index has been compiled, and the manner in which that method has been carried into execution, is the employment of the index in practice. If, on use of the index, the respective subject matters appear to be arranged in the places where one would reasonably expect to find them, the index may be pronounced good. It must necessarily be hard to make an index like the present, good, according to such a definition, and yet keep it manageable in point of size. If we were to venture a suggestion, we should be inclined to say that the principal headings—such as *Executor*, and so forth—might have advantageously had a rather wider scope assigned to them, so as to diminish cross-reference. But, without further practice in handling the digest, we are not prepared to assert this. We may at least pronounce that the digest is very fairly manageable, and are not sure that it *could* have been made more than that. Anyone searching for some enactment of which he has some previous notion will be able to find it with tolerable readiness; if his search is purely speculative, the cross-references are, we think, sufficiently exhaustive for the searcher's protection. And it must be remembered that *no* index could be constructed which should enable persons unlearned in the law to refer to every enactment now in force as easily as they can take down a volume from a shelf. The table and index now issued by her Majesty's Government will be found a boon, and practice will render it easier to handle.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Feb. 24.—*Re Arnold.*

Petition under 126th section Bankruptcy Act, 1869—*Appointment of receiver—Injunction—Form of affidavit.*

Mr. J. Seymour Salaman, solicitor, applied, pursuant to notices of motion, to restrain certain creditors from proceeding with their actions and executions against the debtor.

It appeared that the debtor had filed a petition for composition with creditors under the 126th section of the Bankruptcy Act, 1869. A receiver had been appointed by the Court, and possession had been taken of the property. In

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support of the application (which was made on behalf of the debtor) it was contended that although the appointment of a receiver sufficiently protected the property, it afforded no protection to the debtor, who might be summoned under the Debtors Act at the very moment that he was preparing his accounts for presentation at the first meeting of creditors.

Upon the affidavit in support of the application being read, the Chief Judge pointed out a defect—the amounts due upon the judgments or claimed in the actions not being stated,—and his Lordship said it would be convenient that these particulars should be set out.

Some of the plaintiffs in the actions appeared, but no objection being made,

The CHIEF JUDGE granted orders restraining further proceedings.

In re Burnett.

Rule 260—*Application to restrain proceedings—Receiver.*

This was an application to restrain a creditor from proceeding on a debtor's summons which had been issued with a view to bankruptcy. A petition for liquidation by arrangement or composition had been filed on the 8th inst., and the Court had appointed a receiver. The ground of the application was that bankruptcy would be prejudicial to the recovery of the estate, which consisted of a number of small debts which the debtor only could collect. The debtor alleged that he owed a sum of £1,188, of which the creditor issuing the summons swore that £549 was due to him.

Mr. W. Haigh, jun. (solicitor), supported the application.

Reed, for the creditor, opposed it, and, referring to division 2 of the 125th section, and the 6th, 7th, and 8th divisions of the 16th section, contended that, in order to carry a valid resolution, three-fourths of the creditors must assent to it. In this case the respondent was, to the knowledge of the debtor, antagonistic to any arrangement, and, as it was impossible to obtain the necessary majority without his aid, it was submitted that the filing the petition was, under the circumstances, a mere waste of funds, and that the proceedings in bankruptcy ought to continue.

The CHIEF JUDGE said that as he understood the statute the debtor had a right to file a petition, and at the first meeting the creditors had the right to decide what should be done. His Lordship thought the proceedings on the summons should be stayed until after the day appointed for the first meeting, and, if the meeting failed, the creditors had power to file a petition for adjudication which would be irresistible under the circumstances. It became, therefore, a question of a few days only, and how could he deprive the debtor and the creditors who were assenting, if there were such, of the statutory power which was conferred upon them? Everything would be done to protect the property in the meantime. The receiver was the receiver not only of the debts but of the whole of the property of the debtor, and no part of his estate could be dissipated or perverted in the interval.

Solicitor for the creditor, *Bennett.*

Re Burnett.

Duties of receiver.

This was an application of a similar nature, and the same creditor opposed.

Mr. W. Haigh, jun, solicitor for the application.

Reed, for the creditors.

The CHIEF JUDGE ordered a stay of proceedings until after the first meeting, intimating that the receiver was an officer of the court, and amenable to the Court. He was bound to bring in his accounts, and to pay over any balance that might be due from him. His Lordship said the protection thus afforded was effectual. He hoped it would be so, and it was his intention that it should be effectual.

Solicitor for the creditor, *Bennett.*

APPOINTMENTS.

Mr. JOSEPH TROUNSELL GILBERT, barrister-at-law, has been gazetted as Attorney-General of the colony of British Guiana, in succession to the Hon. John Lucie Smith, C.M.G., who was recently appointed Chief Justice of Jamaica. Mr. Gilbert was called to the bar at Lincoln's-inn in November, 1842, and was Solicitor-General of British Guiana from 1856 to 1863, when he resigned, but continued to practise at the colonial bar.

Mr. JULIAN E. SALOMONS, barrister-at-law, has been appointed Solicitor-General of the colony of New South Wales. Mr. Salomons was called to the bar at Gray's-inn in January, 1861, and has latterly practised at the Sydney bar.

Mr. J. COKE FOWLER, stipendiary magistrate of Merthyr and Aberdare, has been appointed Deputy Chairman of the Glamorganshire Quarter Sessions. Mr. Fowler was called to the bar at the Inner Temple in January, 1840.

Mr. AUGUSTUS KEPPEL STEPHENSON, Assistant Solicitor of the Treasury, has been appointed temporarily to perform the duties of Registrar of Friendly Societies (which office was rendered vacant by the death of Mr. J. Tidd Pratt), pending the decision of Parliament upon the measure which has been introduced by the Chancellor of the Exchequer affecting the office. Mr. Stephenson was called to the bar at Lincoln's-inn in January, 1852, and was formerly a member of the Norfolk Circuit; he was Recorder of Bedford previous to being appointed Assistant Solicitor to the Treasury, in succession to Mr. J. Greenwood, Q.C., who became Solicitor on the death of Mr. H. R. Reynolds.

MR. JOHN WILLIAM SANGSTER, solicitor, of Leeds, has been appointed Registrar of the Pontefract County Court, in the place of Mr. Henry John Coleman, resigned. Mr. Sangster was certificated in Hilary Term, 1857, and is a member of the legal firm of Marshall & Sangster, of Leeds. He is also a member of the Metropolitan and Provincial Law Association.

Mr. JOSEPH THOMAS COLLIN, solicitor, of Saffron Walden, Essex, has been appointed Under-sheriff for the counties of Cambridge and Huntingdon during the present year; but the business of the shrievalty will be transacted at the office of Messrs. Wilkinson, Butler, & Wilkinson, of St. Neots, Huntingdonshire, the Deputy Under-sheriffs. Mr. Collin was certificated in Easter Term, 1831, and is registrar of the county court, clerk to the magistrates, and clerk to the Commissioners of Taxes for Saffron Walden and Linton.

Mr. ROBERT BRISTOW BERRIDGE, solicitor, of Leicester, has been appointed Under-sheriff of the county for the current year. Mr. Berridge, who was certificated in Easter Term, 1853, is the senior partner in the local firm of Berridge & Morris.

Mr. MONTAGUE GROVER, solicitor, of Cardiff, has been appointed Under-sheriff of Glamorganshire for the present year. Mr. Grover, who holds the office of Town Clerk of Cardiff, was certificated in Michaelmas Term, 1837, and is the senior partner in the local firm of Grover & Davis.

Mr. FREDERICK SCUDAMORE, solicitor, of Maidstone, has been appointed Under-sheriff of the county of Kent, for the present year. Mr. Scudamore was certificated in Easter Term, 1840, and is a member of the local firm of Scudamore & Brennan; he is also registrar of the Maidstone County Court, and Clerk of the Peace for that district.

Mr. WILLIAM SLOCOMBE, solicitor, of Reading, has been nominated by Mr. William Weedon, the newly-appointed Coroner for the Eastern Division of the county of Berks, to be his Deputy Coroner, and the appointment has been duly confirmed by the Lord Chancellor.

Mr. MATTHEW ALEXANDER FITTER, solicitor, of 5, Bennett's-hill, Birmingham, has been appointed a Commissioner for taking affidavits in the Courts of Common Pleas and Chancery of the County Palatine of Lancaster.

Mr. ROWLAND TAYLOR, solicitor, of Bolton-le-Moors, Lancashire, has been appointed a Commissioner to administer oaths in Chancery.

A HAPPY QUOTATION.—In a recent action in the Supreme Court, brought by a purchaser against the vendors, to recover damages for the non-fulfilment of an executory contract of sale, the defendants claimed an exemption from liability, on the ground that the subject of sale, a quantity of cotton, had been accidentally destroyed by fire, which, their counsel insisted, was an "act of God," rendering performance impossible. To this the plaintiff's counsel replied: "There seems to be an inclination, sometimes, among jurists, to attribute to the Almighty what cannot be distinctly charged upon any one else. It would be better for them to follow the advice which *Horace* gives to dramatic authors, not to introduce a God upon the stage, except in a crisis worthy of such an awful intervention. *Nec deus intersit, nisi dignus vindice nodus Inciderit.*"—*Albany Law Journal.*

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GENERAL CORRESPONDENCE.

The Practice of the County Courts.

Sir,—The next two questions of the Judicature Commissioners relate to a matter of very grave importance, and I am extremely anxious to draw especial attention to the details on the subject which I have collected in this letter. They ask:—"20. Ought the process of the court to be served exclusively by the officers of the court, or by the suitors, or their attorneys, or persons employed by them? 21. Have the provisions of the County Court Amendment Act, 1867, s. 2, as to service by the parties, operated beneficially or otherwise?"

To understand these questions properly it must be borne in mind that, prior to the year 1867, the county court process was exclusively served by the bailiffs of the courts, and—subject to two exceptions—judgment by default, as understood in the superior courts, was not recognised. One of the exceptions in question was introduced into the Act of 1856, and in substance it provides, that in any action for a debt exceeding £20 the plaintiff may issue a summons in a peculiar form, requiring the defendant to give notice of intention to defend, on pain of judgment by default. This summons must be personally served on the defendant, but, like other summonses, it is entrusted to the bailiff for service (19 & 20 Vict. c. 108, ss. 28, 29). The other exception relates to bills of exchange for sums varying from £10 to £50, actions on which may be followed up by judgments by default, provided the summonses have been personally served by the bailiff, and no leave to defend has been given (18 & 19 Vict. c. 67, and Orders in Council, Jan. 30, 1856, and July 27, 1863). In 1867 the concurrent jurisdiction of the superior courts, where the debtor lived more than twenty miles from the creditor, was, for all practical purposes, taken away in actions of contract for sums not exceeding £20, and this salutary change in the law was thought to afford a good opportunity for extending the very limited powers which the County Courts had hitherto exercised in granting judgments by default. Such an extension was considered particularly necessary with respect to transactions between wholesale and retail dealers, and section 2 of the Act 30 & 31 Vict. c. 142, was drawn with the view of carrying out the alteration proposed. Instead, however, of simply applying the judgment-by-default clause of the Act of 1856 to all actions brought for the price of goods which had been sold to defendants "to be dealt with in the way of trade," a special provision was framed to the effect that the summons which, under the new law, would justify the entering up of judgment by default, should be personally served on defendant by the bailiff, "or, at the option of the plaintiff, by the plaintiff, his attorney, or by some clerk or servant in the permanent employ of the plaintiff or his attorney."

Now, had the change in the law stopped here I should have strongly objected to it on two grounds. First, because I think that any system of judgment by default, when the debt is less than £5, is liable to serious abuse, from the want of education which too generally prevails among persons who submit to be sued for very small amounts, and who would not be likely to notice the distinction between a judgment-by-default summons and an ordinary summons; and next, because the county courts, at a very large expense, keep up a machinery for serving process which is amply sufficient, and admirably adapted, for that purpose. It is absurd, therefore, to entrust to private persons a duty which can be better performed by efficient officers, and it is obviously unwise to allow plaintiffs to serve process on defendants, for such a practice not only enables an overbearing creditor to insult his debtor grossly, but it sorely tempts a choleric defendant to commit a breach of the peace. Again, the plaintiff's clerk or servant should certainly not be permitted to serve the summons; for as the Court has no means of knowing what reliance should be placed on his testimony, it ought not to be called on to sign judgment on his mere affidavit of service; and the employment of an attorney for such a purpose is simply an idle contrivance for creating needless costs, whoever has to pay for them. If it be urged that, as a creditor is generally acquainted with his debtor's appearance and habits and haunts, he can find him and identify him more readily than a stranger can; the short answer is, that he is always at liberty to make an appointment with the officer, and to accompany him when he is going to serve the process. His presence may, in this manner, be occasionally of use, while the presence of the officer will have the desirable effect of checking any unseemly altercation between the parties.

But, after all, the objections to the new system of judgment by default rest princi pally on what I am now going to mention. I allude to the large and unjustifiable increase in the costs which has resulted from the change. How or why the costs have increased, I will not stop to inquire, but certainly for some inscrutable reason those who stand behind the Lord Chancellor and the Treasury have thought fit to advise, that all parties concerned in working out section 2 of the Act—plaintiffs, attorneys, registrars and bailiffs—should each and all derive some substantial benefit from it, the unfortunate defendants being required to bear the whole additional expense. Whenever a claim under section 2 exceeds 40s., the following fees, in addition to the ten per cent. payable on an admitted debt, may be demanded:—By the plaintiff and his attorney, for affidavit of debt, 5s.; for service of summons, 5s.; for mileage beyond two miles, from 6d. to 4s.; say, on an average, 1s.; for affidavit of service, &c., 6s. 8d. By the registrar for filing affidavit of debt, 1s.; for entering up judgment, 4s. By high bailiff, where the service is left to him, for service and affidavit, 2s.

To comprehend thoroughly the effect of these fees, let us suppose that a poor retail dealer owes his creditor a sum of £3. If sued under the old law he admits the claim, and judgment is given against him for £3 7s. Under the new law if the process be served by the plaintiff or his attorney, and the defendant live four miles off, judgment will be entered up for £4 8s. 8d., and if the bailiff serve the summons, the judgment will be for £3 19s. In other words, the fees in the one case, instead of being merely *ten* per cent., will be little short of *fifty* per cent., while in the other case they will amount to *thirty* per cent.

It is not, however, by taking an isolated case that the operation of these atrocious taxes can be fully realised. I will therefore further illustrate the matter by pointing out what, in the aggregate, has been their effect in a single court in the course of a single year. For this purpose I will select a metropolitan court, where the plaints entered in 1869 did not exceed 15,000, and where I know on the best authority, that nearly 1,000 summonses were issued under the 2nd section, and that more than 270 of these were served by the parties. I am not informed as to how many judgments by default were actually entered up, but I presume I am safe in fixing their number at about one fourth of the whole, or, say, 250. Taking, then, these figures, and referring to the fees as stated above, any one who likes to go through the calculation will find, that, during the year, the plaintiffs must have realised for their costs about £200, the registrar about £100, and the high bailiff from £60 to £70, making a total of about £360, which, in addition to the regular fees, must have been charged to the wretched defendants. I have reason to believe that in many of the courts the summonses issued under section 2 are not nearly so numerous *at present* as they are in the court in question, but probably this variance arises from the fact that the Rules and Orders are better understood in some courts than in others, and that registrars and bailiffs are not uniformly alive to their own interest. Still, should these taxes unhappily remain in force, I feel very sure that in the course of a short time the figures I have just given will become a

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fair sample of what may be found in any county court, and then, if we remember that 15,000 plaints are about one-sixty-fifth part of the whole number yearly issued, it follows as a simple arithmetical calculation that, so soon as a knowledge of the law has become generally diffused, the poorer class of tradesmen will be annually mulcted in *extra* costs to the extent of at least £23,000. Wincing under the operation of such taxes as these, well may they seek to derive comfort in exclaiming, "Woe unto you, ye lawyers, for ye lade men with burdens *grievous to be borne*."

A METROPOLITAN COUNTY COURT JUDGE.

STAMPS ON BUILDING LEASES.

Sir,—It appears to me that the question whether a covenant to build, repair, or improve is or is not a "further or other *valuable* consideration" is not a question of law, but of fact to be arrived at, not by considering what may or may not become the value of the property during the continuance or at the expiration of the lease, but what is the *market value* of the lessor's interest in the property upon the lease being granted.

If a person demises a house in a bad state of repair for nine years at a low rent, but with a covenant by the lessee to put and leave the premises in repair, it may be contended that such covenant is a "further or other *valuable* consideration," inasmuch as the property would immediately be worth more in the market than the value represented by the rent.

But in the case of a lease for ninety-nine years the value of the property has reference to the rent reserved and secured by the buildings built or agreed to be built, and the market value of the reversion is not increased by reason of the erections until some thirty or forty years are left unexpired; so that for the first sixty or seventy years the buildings are of no value to the lessor, further than as a security for his rent; and consequently during the whole of that period it is the rent, and that alone, which represents the value of the lessor's interest in the soil.

The case of a lease for 999 years—the usual term in Lancashire and North Cheshire—is still stronger, the grant being to all intents and purposes tantamount to a grant in fee; the only difference being that it gives the grantor a greater security for his rent by means of the proviso for re-entry, which he could not have in a grant in fee.

It appears from a case referred to in your number for the 12th instant that the Commissioners, when called upon to adjudicate upon the stamps affixed to a grant in fee in which the purchaser covenanted to do certain acts for the benefit of the vendor on his adjoining property, held that the deed was properly stamped, even though it had not the extra 35s. stamp affixed. Their decision, however, was quite the other way in the case of a Cheshire building lease for 999 years lately presented by my firm for adjudication. There they required the extra 35s. duty to be paid.

From this it would seem that the Commissioners are guided in their decisions, not so much by the question of *value* as by the fact whether there be or not a reversion reserved—where there is not the grantee may enter into any onerous covenants for the benefit of the grantor, but where there is (even though the reversion is not worth a dump) covenants to build or improve become a "further or other *valuable* consideration" in the opinion of the Commissioners; and the same rule is applied whether the lease be for 9 years, 99 years, or 999 years.

There would no doubt be some difficulty in determining when covenants to build, &c., do or do not add to the immediate *value* of the reversion, but this very difficulty I contend goes far to show that the Act of 17 & 18 Vict. c. 83, never was intended to apply to covenants contained in building leases; at all events it raises a doubt the benefit of which ought to be given to the subject and not to the Crown.

My argument, if it is worth anything, goes to show that according to the wording of the Act the decision in *Boulton's case* is erroneous; but though there is no appeal from that decision there is nothing to prevent the point being brought under the review of the Court of Exchequer in an appeal from an adjudication on another building lease.

This I understand is in contemplation, and if it is done I hope that the case selected will be a lease for 999 years.

Besides the inconsistency I have referred to there are several other inconsistencies resulting from the decision in *Boulton's case*, I will only refer to one.

Previously to the passing of the 16 & 17 Vict. c. 59, the duplicates and counterparts of deeds were chargeable with the same duty as the original deed, where such duty did not amount to 5s., and where the same amounted to 5s. or upwards then with 5s., but with the proviso that in the latter case the duplicate should not be available unless stamped with a stamp denoting the payment of the full duty on the original deed, which consequently had to be produced at the Stamp Office to show that the full duty had been paid before having the denoting stamp affixed; and such is still the law as regards the counterparts of all deeds except leases, for by the 16 & 17 Vict. c. 59, s. 12, it is enacted that the above proviso should not apply to the counterparts of leases stamped with a 5s. duty, unless (which is seldom the case) signed by the grantor or lessor.

Now, according to the recent decision, the following might be the result—namely, that the counterpart of a building lease reserving a rent not exceeding £5, for which an *ad valorem* duty of sixpence is charged, could not be given in evidence unless it had the additional 35s. stamp, whereas the counterpart of a building lease reserving a rent of £25 or upwards could be given in evidence though only stamped with a 5s. stamp, notwithstanding it might be shown that the original had not been stamped in accordance with the decision in *Boulton's case*.

If this view be correct (*a*) the result may be that a lessor may sue a lessee on a counterpart of a lease stamped with a 5s. duty for a breach of covenant to build, even though the extra 35s. which ought to have been paid in respect of the very same covenant has not been paid.

Does not this again show that it was not the intention of the Legislature to impose anything more than the ordinary *ad val.* duty and progressive duty, if any, upon leases containing covenants to build or improve? J. E. W.

Lincoln's-inn, Feb. 23.

(*a*) This would appear to be your view by your note on "Lessor's" letter in your number of the 12th. According to this the stamps on a lease for ninety-nine years, and on the counterpart reserving a rent of £5 would be £3 16s., whereas those on a lease and counterpart for the same term reserving a rent of £25 would only be £2 5s.

The following has been forwarded to us for publication:—

Copy letter from Messrs. Jas. & Jno. Hopgood to the Chancellor of the Exchequer, in relation to the Question involved in the Hon. R. Bourke's Parliamentary Notice for Friday, 25th February, 1870.

14, King William-street, Strand,
22nd February, 1870.

Sir,—The gravity of the question on which we now address you, will, we trust, be deemed a sufficient excuse for our so doing. The subject of this letter is the question lately discussed in the Court of Exchequer (*Boulton's case*) in relation to the stamps necessary for a certain class of leases.

At the risk of appearing pedantic, we would make the following general observations. They appear to us necessary, in order to put the question clearly, and free it from technicalities which would otherwise obscure it.

Leases of houses and buildings may be broadly divided into three classes:—

1. Where the property is let at its full annual value.
2. Where a lower rent is taken in consideration of a premium paid by the lessee.
3. Where a rent less than the full annual value is reserved in consideration of an outlay by the lessee in building or other improvements.

Every one acquainted with the subject knows that a lease on its face is granted in consideration of the rent and lessee's covenants, and every lease contains covenants according to the circumstances environing the property demised by it, and notably in cases where unfinished buildings are demised there is a covenant to complete such buildings within a certain time.

It is also well known that (almost without exception) houses and buildings erected by lessees are demised to them before the buildings are completed, the lessees being thereby enabled to raise money on security of the leases.

The present stamp duties payable on leases are settled by the Stamp Acts of 1850 and 1854, and the amount of such duties is based on scales depending on the quantum of rent reserved and the length of the term of years granted. Where

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a pecuniary premium is paid such premium involves a special further duty in respect of it.

The stamp duties are set forth in alphabetical schedules to the Acts, and any special matter requiring notice is introduced into these schedules by italicised notes; so that, practically, if you want to ascertain the stamp duty payable on any particular instrument, you merely refer to the schedules of the Acts.

There would seem, then, to be no ground for difficulty about the matter, and none has been felt until within the last few weeks, consequent upon a judgment of the Court of Exchequer as to the stamps which ought to have been impressed on a lease of a house built by the lessee (a Mr. Boulton), demised at a ground rent before the house was completed, and containing, naturally and reasonably, a covenant by the lessee to complete it within a defined period.

[The letter then states the question decided in *Boulton's case*, 18 W. R. 351.]

One of the consequences of this decision is, that if the house had been finished when the lease was granted, no covenant to complete being requisite, no further stamp duty would be payable, but the house being unfinished and a covenant to complete being requisite, an additional duty of thirty-five shillings becomes payable in respect of this covenant, and thus, although the primary stamp (assuming the ground-rent to be under (say,) £10), would be six shillings, the additional stamp, incidental to what may be called a mere accidental circumstance in relation to the subject-matter of the demise, would be about six times as much.

Although this judgment has spread dismay and confusion throughout the country, seeing that it affects the validity of hundreds of thousands of deeds, and impedes daily a vast amount of business in which dealings with leasehold property are concerned, we feel that it is not within our province here to discuss its correctness. Nor is it within our province to offer an opinion as to the expediency, upon general rules of policy or special fiscal exigencies, of levying taxes of this nature. We merely venture, Sir, to call your attention to the imperative necessity of some immediate legislation in relation to the matter; the question is of far greater moment than any mere consideration of revenue. The interests of a vast number of persons (landlords as well as lessees) are affected, for it must be observed that, the stamps on counterpart leases being regulated by those on the leases themselves, there are thousands of counterpart leases in the muniment rooms of our great landed proprietors, which are improperly stamped according to the law as laid down by the Court of Exchequer, and these in their present state would be useless in any legal proceedings. We would also beg to remind you that in this instance no blame is attributable to any class of persons—the practice as to stamping leases has been uniform—the stamp office officials have construed the Acts in the same manner as that in which they have hitherto been construed by the legal profession, and have given formal opinions that no stamps other than those applicable to rent were payable. Our own professional experience enables us to appreciate the immense magnitude of the interests involved in this question, and the impossibility of remedying matters by an attempt now to stamp all deeds deficient in the additional stamp referred to. In our own office more than 3,500 leases, granted since the Act of 1854, have passed through our hands as solicitors for lessors, nearly all of which come within the principle of *Boulton's case*, and as the counterparts of a great proportion of these leases are also insufficiently stamped, according to the law as now laid down, it will be seen that upwards of 6,000 deeds affected by the decision in question, have passed through our office alone. Now seeing that the question applies to all England, Wales, and Scotland, and seeing also the enormous amount of building which has taken place within the last sixteen years throughout the country, it is obvious that the question is of such magnitude that it can only be satisfactorily dealt with by an Act of Parliament declaring that all leases duly stamped in other respects shall not be deemed invalid, so far as regards stamp laws, by reason only of the omission to stamp them with the additional stamp referred to; it will be obvious also that the law should be clearly laid down for the future guidance of the public in relation to this matter. Apologising for the length of this letter,

We have the honour to be, Sir,
Your faithful Servants,
JAS. & JNO. HOPGOOD.

To the Right Hon. the Chancellor of the Exchequer.

BOULTON'S CASE—PROGRESSIVE DUTY, &c.

Sir,—I beg to send you a contribution to the *literature* of this now famous case, in regard to how (in the case of leases)

Progressive duty,
Duplicates and counterparts, and
Assignments and surrenders not upon sale or mortgage,

are affected by it; and in which your correspondent "Lessor," of a fortnight since, will find a response to his appeal for information.

Upon a study of the decision of the Court and of the Acts with reference to the above heads of duty, the following is the result:—

That the decision does *not* affect the progressive duty in cases where the *ad valorem* duty be less than 10s: thus—

(1) Lease for ninety-nine years at £5 ground rent	0	3	0
In respect of the consideration to build, or of covenants to build	1	15	0
Progressive duty ...	0	3	0
(2) But it *does* affect the counterpart or duplicate of such a lease, the duty on which will be	0	5	0
Progressive	0	2	6
(3) And an assignment or surrender of any such lease, *not* upon a sale or mortgage, the duty will be	0	3	0
Progressive	0	3	0

And the duplicate of such assignment, the same.

These propositions are deduced and founded thus:—

(1) The 17 & 18 Vict. c. 83, s. 16, on which *Boulton's case* was decided, imposes the extra duty (35s.), "except progressive duty": therefore the progressive duties must follow the *ad valorem* duty.

(2) But under "duplicate or counterpart" the charge is "of any deed or instrument chargeable with *any stamp duty or duties*," &c.

(3) Then assignment or surrender of lease upon any other occasion than a sale or mortgage, a duty equal to the *ad valorem* duty with which a similar lease would be chargeable (*vide* schedules of 13 & 14 Vict. c. 97, and of 23 & 24 Vict. c. 111).

In the foregoing I have put the case of leases, but the result would be the same in the case of other kinds of deeds chargeable with *ad valorem* duty under 10s.; and to which the separate 35s. stamp would, under section 16 of the said 17 & 18 Vict. c. 83 (*a*), be chargeable. If, therefore, the foregoing statement of the operation of *Boulton's case* be correct—about which I venture to say there need be no doubt,—it will be readily marked that beyond the said 35s. stamp—as to which nothing more need now be advanced—the anomalies and inconsistencies flowing from the decision of the Court are most glaring, and still further reduce the little that was previously remaining of unity and harmony in the body of the Stamp Law, and so leave it thoroughly, as you say in your remarks, "rotten" for purposes of reference. SCRUTATOR.

February 21.

(*a*) It is rightly suggested last week by "Veritas" that the decision in *Boulton's case* would not stop at leases, but would extend to the charging the separate 35s. stamp to other deeds.

COSTS.

Sir,—A case referred to in Pothier on Obligations, Evans' Ed. App. 13, seems to answer the question "Lex" asks in your last number.

In *Pitts* v. *Carpenter*, 1 Wilson, 19, it was held that the plaintiff, to whom a larger debt than 40s. was originally due, but whose demand was reduced by set-off to less than that sum, might bring his action in a superior court, and was not within the provisions of a local Act which confined debts of less than 40s. to an inferior jurisdiction.

Lincoln's-inn, Feb. 22. J. M. M.

Of the sixty-six United States senators forty-six are lawyers.

One of the Pennsylvania courts has decided that owners of dogs that bite are responsible for all injuries done, whether on the street or on the premises of the owner.

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PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 18.—*Jurisdiction of Judges Bill.*—The Lord Chancellor said the object of this bill was simply to enable any one judge of any one of the three superior courts at Westminster to sit, upon request, in any of the other courts, for every purpose, with the same jurisdiction and power as if originally appointed judge of the court to which he is so invited. It proposed to enable the Chief Justice or Chief Baron, on his court being overloaded, to invite to his assistance a judge from any of the other courts, and to enjoy the full benefit of his exertions (an assistance only partially rendered by two previous Acts). It further enabled the judges to sit in Banco in any one court in two divisions, and empowered more than two courts to sit at the same time in London or Westminster at *Nisi Prius*, that power being at present confined to two. This was a temporary measure which would provide for the present pressure of business in the Queen's Bench. The Government did not intend to fill up the vacancy caused by the lamented death of Mr. Justice Hayes, because seventeen judges (including the three lately appointed, who would for the present, at any rate, be available) was quite an adequate number. In the Chancery Appeal Court the illness of Lord Justice Rolt and other accidents had occasioned—when he (the Lord Chancellor) became Lord Justice—a year and a half's arrears, which were subsequently got rid of, and there were now only thirteen appeals awaiting hearing. He would now explain why the Government did not mean to fill up the vacancies. In March, 1867, the Judicature Commission was appointed. The inquiry was entered upon with the greatest anxiety, for it had long been the opinion that we had suffered grievously in our whole system of judicature—nay, in our whole system of jurisprudence—from the unhappy separation of our courts into two distinct branches, administering law on totally distinct principles. He supposed no civilised nation at any period of its history had failed to find an epoch when, from the desire of rendering justice fully and fairly to all persons, according to the various emergencies which arise as civilisation advances, it had found itself obstructed by those precautionary measures which tribunals from time to time thought fit to take in order to secure justice, but which at length, settled down into a rigidity of practice incapable of accommodating itself to the wants of mankind, necessarily brought about the very reverse,—viz., injustice, sometimes of the most serious description. Even Rome, hard and severe as her rules of common law at one time were, early learned, as time advanced and the various interests of civilisation required change, to entrust the prætor with the power of so far mitigating its severity as by degrees to introduce those changes which resulted, at a far later period, in the whole administration of justice being committed to one single tribunal, which had full power over every circumstance in the cases brought before it, and competent to administer full and complete justice. Scotland had had the benefit of that course of procedure with reference to the law of Rome, as also all the various countries of Europe which have in effect adopted the system of Roman law, though wisely modifying it by various codes of procedure of their own. But in this country it was not so. Originally, we were free from many of the difficulties which have since sprung up. Originally the Great Council of the King, dividing itself into various branches, administered the law, not, as afterwards, by separation into totally distinct Courts having no intercommunion with each other, but simply as the division of labour required, by handing over to one or another branch those particular functions for which it was thought peculiarly competent, still with an interchange and intercommunion of the several branches of the judicature. The Privy Council was still framed very much more on that model than any of our Courts, for it never separated itself by hard and definite lines into separate Courts and jurisdictions, but retained the power of entrusting to committees the particular subject matters thought most expedient for separate investigation, always with the freest power of intercommunion and assistance. From the King's Bench, Common Pleas, and Exchequer being entrusted with various functions, it ultimately resulted that each in many respects held exclusive jurisdiction, introducing a rigidity and stiffness into the administration of law which was in itself disastrous. When, moreover, the evil became apparent, when the necessities of mankind required far more elasticity than any of those courts appeared to possess, when property passed more freely and a greater variety of rights arose, the Court of Chancery, which originally framed writs of procedure in the Courts of Common Law, and for a time kept pace with the wants of the age, by framing special writs for special circumstances, was compelled, by the difficulty of determining rights at Common Law, according to the strict system which had gradually grown up, to introduce a court of its own. It thus not only remedied the severity of the law, but (which some supposed to be its function, though that was not so, unless that severity contained some ingredient rendering it manifestly inequitable) adapted itself to the wants of mankind by specific remedies, such as the courts of law could not grant. In that way it took upon itself a jurisdiction wholly separate from the common law, and the consequence was two species of rights co-existing constantly in the same individual. He was entitled, therefore, to a remedy against his opponent by summoning him at common law; but while or after doing this, with full certainty of success, he might be declared by another jurisdiction to be as clearly in the wrong in the second court as he was clearly in the right in the first. He could not only be arrested on his proceedings in the first court, where he was entirely right, but arrested on penalty of costs for having attempted to assert his rights in that inequitable manner. That surely could not be a satisfactory state of things. Another ground of difficulty was the frequent inability of the common law to afford an adequate remedy. The Common Law Courts began at a time when there was great simplicity in the ordinary transactions of life, even in such small portions of dealing with contracts and mercantile affairs as came before them, and the general result was "aye" or "no" upon a single question, matters being brought to a simple issue of law or fact, to which the whole energies of the Common Law Judges were directed. They would scarcely hear of anything which could not be brought to a single point, and there had, therefore, to be a regular course of pleading, a regular statement of the case, a plea put in, replication to that plea, and so on, until the case was reduced to a distinct point of law or fact, whereupon the whole matter was one between A and B. No other parties could be introduced, and the question of fact was determined by a jury. The Court of Chancery, on the other hand, could enter into a complete investigation of any matter, however complicated, accommodating itself to every species of right and inquiry, simply stated in a bill. It required all parties interested to be brought before it, and gave great facilities for determining once for all the rights of all concerned. It had moreover several means of affording redress of which the common law was destitute, *e.g.*, injunctions and specific performance. Unhappily, from a very early period there arose a jealousy of the Court of Chancery, which diminished its popularity, on account of its being administered at one time almost entirely by ecclesiastics, and of a notion that it introduced the Roman law, and that this was adverse to the principles of liberty. There was a great preference, too, for a decision by a jury over one by a single judge. But, whatever, the cause, the effects were for many years apparent. Thus, on the one one hand, the Courts of Common Law by degrees became so rigid in their rules that a man not unfrequently lost his property through a mistake in the pleading or conduct of the case and through the plea being overruled, while on the other, great difficulties arose in the Court of Chancery through its becoming somewhat more fixed in its proceedings than formerly. Conflicts occurred in the reign of James I. between the two classes of courts, arising simply from a misapprehension of the state of the case, the interference of the Court of Chancery being not with the court but with the plaintiff, in respect of his not being entitled to take advantage of his remedy at common law. Not until late years had attention been drawn as it ought to have been to the great inconvenience of the separation of the two jurisdictions, which gave but too much ground to the saying that a litigant might be torn into two parts, one half of his case being decided at Common Law and the other in Chancery. Clearly a man should have his whole right determined by one court, whichever it might be, and the only plan was to entrust to one court jurisdiction over the whole subject-matter of any cause. As early as 1657 Sheppard (of Sheppard's Touchstone), in a book called England's Balm, pointed out this, and suggested what was afterwards carried out by "Cairns'" and "Rolt's" Acts.

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Sheppard also noticed the inconsistency of giving damages for injuries to the person to the sufferer alone and refusing them to his family in the event of his being killed, an anomaly remedied by Lord Campbell, and he recommended that a bankrupt's subsequently acquired property should be available for his creditors, a principle only adopted last session. The course of procedure by which Courts of Equity on the one hand were so hampered as to be supposed so wholly ignorant of law as to be obliged, if a point strictly of law arose, to send it to the Common Law Courts, and by which the latter Courts were prevented from doing their duty in the event of an injunction or other step being required, had been remedied, but only partially. A man had never been deemed disabled for the Lord Chancellorship because he had not been trained at Equity, although, when sitting in Equity, he was supposed to have forgotten all the law he ever learned, and would have to consult the Common Law Judges on a legal question. Lord Eldon was first Chief Justice of the Common Pleas, Lord Erskine was also almost entirely a Common Law man, and of his successors five received their whole training at Common Law, five their whole training in Chancery, and Lord Cranworth happily combined both sources of instruction. Taking all these things into account, one cannot be surprised at the appointment of the Commission. The Court of Chancery had by degrees been considerably improved, commencing perhaps, though feebly, in 1815, with a Commission under Lord Eldon, the only result of which was the very necessary appointment of a Vice-Chancellor. After that, Lord Brougham's celebrated speech in 1828 stirred the public mind to its very depths: from that period dated the more general interest shown in this dry subject. Lord Chancellor Lyndhurst, in 1827, commenced reforms by orders, and that course had been continued by successive Chancellors. In the time of Lord Truro a Commission was appointed, mainly at the instance of Lord Romilly, then Attorney-General, and there was in 1851 a Commission also on the Common Law Courts. Both those Commissions recommended that wherever a cause began there it should end, and that gave rise to some subsequent arrangements already mentioned. Lord Westbury had also done much to stir up public opinion. The present Commission reported in March, 1869. Subject to certain notes appended to some of the signatures, and to the objection of the judge of the Court of Admiralty, they unanimously agreed that all the Courts into which they were directed to inquire should be consolidated into one, and that that Court should have the power of dividing itself into separate divisions, not for the purpose of continuing the system of separate jurisdictions, but in order to hand over from time to time, like the Privy Council, the business proper to the particular division, subject to the reservation that any judge may sit in any division, and that if desirable a cause may be removed from one division to the other by the simple process of walking from one room into another. Great care should, however, be taken to avoid again hardening into a rigid system, incapable of application to the exigencies of the times. That should be provided for in this manner:—The High Court should, in itself, unite all the powers now vested in any of the Courts, or in the judges of any one of the Courts. Having these powers it should then commence the work of distribution—not acting in so rigid or settled a manner as to prevent its arrangements from being altered again, if necessary, by the same body, but laying down rules for the guidance and conduct of business, and also laying down rules as to pleading, endeavouring to make them as simple as possible. Without going into the considerable details as to the form of pleadings and the taking of evidence, the scheme resolved itself into this, that there would still be a Court of Chancery, or a Court equivalent to the Court of Chancery—for there was no great magic in names; there would still be a Court equivalent, in the same way, to the Courts of Queen's Bench, of Common Pleas, and Exchequer; and, lastly, a Court in which the business of the Courts of Probate, of Divorce, and of Admiralty would be carried out in the same division, It was thought desirable that the Court of Appeal should not be constituted of judges who had already exercised their functions in the Court of First Instance, though a few of these judges might be placed in the Court of Appeal. As to the Master of the Rolls, it was determined that he should be a judge of appeal, and should be removed from the Court of First Instance, and for this reason. In 1851 two Lords Justices of Appeal in Chancery were appointed, who, together with the Lord Chancellor, formed the Court of Appeal; in which court, either the Lord Chancellor might sit alone, or the two Lords Justices might sit by themselves, or all three might be united in the hearing of causes. The Lords Justices are placed in the rank assigned to them by the Act of Parliament—next after the Lord Chief Baron; the Master of the Rolls, on the other hand, was third in the roll of legal dignities—the Lord Chancellor being first, the Chief Justice of England second. Accordingly, it was desirable that the Master of the Rolls should not occupy a position in the Court of First Instance; otherwise, his decisions, if overruled, would be capable of being overruled by two Lords Justices, inferior in professional rank to himself. But if he were removed to the Court of Appeal an additional judge would be necessary to supply his place in the earlier tribunal; and that was provided for by the Bankruptcy Act of last year, under which the Chief Judge of the Bankruptcy Court was appointed specially with a proviso that in any future appointment a judge of one of the superior courts should exercise the functions of the Chief Judge in Bankruptcy. With regard to the judges of the common law courts, the recommendation was that there should be five judges acting in each division, instead of six, as at present. There would thus remain three judges for the discharge of the other duties cast upon them. Of these three, one would be placed in the court which would deal usually with Admiralty, Divorce, and Probate proceedings; and thus we should have the same tribunal in point of number, and no doubt also in point of ability, as we now had in the Divorce Court. Two others would remain who might be otherwise usefully employed. There would be a permanent Court of Appeal, taking all cases, Common Law or Equity, indiscriminately. Over this Court the Lord Chancellor would preside; the Master of the Rolls would also be a member *ex officio*, together with four permanent Judges; and it would further consist of three Judges to be selected annually, from among the Judges of the Court of First Instance. This was a general outline of the plan proposed. Probably nine instead of ten Judges would be quite sufficient. It might be asked whether there were not special circumstances in the case of the Courts of Admiralty, of Probate and of Divorce; and undoubtedly their functions had been exclusively confined to a course of procedure having reference to those special matters; but cases were continually arising, especially under the enlarged powers which had been granted to the Court of Probate, which might as well be dealt with by one branch of the judicature as another. As regards the Admiralty, in time of war special and very difficult questions might arise; but in ordinary times it dealt solely with questions of property. And with regard to Admiralty practice, two wholly different principles were acted upon in the present day. If a ship be run down, and an action be brought at common law, and it is proved that there have been faults on both sides, the plaintiffs will fail to recover damages altogether; whereas in the Court of Admiralty, somewhat after the Jewish jurisprudence, the two losses are added together, and the Court determines in what proportion the burden shall be borne. To give other instances of inconveniences arising under the present system would be tiresome. The report also represented the unsatisfactory constitution at present of the Court of Exchequer Chamber. As to the circuits the report was not altogether satisfactory, and on that head it was not now intended to do more than abolish the Home Circuit. He had a further suggestion to make which he thought would be found of very great convenience, and would not diminish the jurisdiction of the House, namely, that, adopting a practice analogous to that at the Privy Council, their Lordships should at the commencement of every session appoint a committee of appeal—a judicial committee of the House. The committee might be empowered to sit during the recess and during prorogation; but it would not be necessary to continue that practice long, because the appeals would rapidly diminish. He also proposed that this committee should be empowered to call in aid any member of the Judicial Committee of the Privy Council—the report of the Committee having always to be affirmed by the House. He proposed to embody these alterations in two bills—one applicable to the Court of First Instance and the other to the Court of Appellate Jurisdiction. He was not now prepared to lay the bills on the table, but hoped soon to do so. In conclusion, his Lordship rejoiced to think that at last the great public work was about to be commenced, and suitable law courts provided under one roof.

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Lord Cairns said it was impossible to overrate the importance of the statement they had just listened to. At present he would only refer to one detail. It was thought by the Commission that the Appellate Court should consist of the Lord Chancellor and nine other judges, so that there might be some certainty of having three judges for each of the three divisions, and this he hoped would be carefully considered before introducing the bill. He approved the idea of having the appellate jurisdiction of the House conducted through a Judicial Committee in the same way as the appellate jurisdiction of the Privy Council is conducted by the Judicial Committee of that body; but never thought of advocating that such Judicial Committee should sit during the vacation. He did not think that the Judicial Committee of the House could be so composed as to enable its members during the time when the House was not sitting to devote attention to appeals. In conclusion, all were anxious that the reform should be passed in the best possible form, and that the great blots in the judicature of the country should be as speedily as possible removed.

Lord Westbury congratulated the House on the noble and extensive plan of reform now sketched. With respect to the appellate jurisdictions, as proposed, he saw some difficulties.

The bill was read a first time.

Feb. 22.—The *Sunday Trading Bill* was read a second time.

Feb. 24.—The *Judges Jurisdiction Bill* was read a second time.

HOUSE OF COMMONS.

Feb. 18.—*Equalisation of Poor's Rate (Metropolis).*—A bill by Mr. Goschen was read a first time.

Feb. 21.—The *Mines Regulation and Inspection Bill* was read a second time.

Assessment.—Mr. Goschen moved for a Select Committee on Local Taxation.

Sir M. Lopes moved, but ultimately withdrew, an amendment to postpone the committee until the whole question was in a position to be dealt with. The motion was agreed to, with the addition, at the suggestion of Mr. G. Hardy, of an alteration to make it clear that the inquiry would include local taxes expended for imperial purposes.

Mr. Corrance added an instruction to the Committee to inquire further into the proper classification of rates, with a view to determine their proper incidence upon the owners or occupiers of such rateable property.

Feb. 22.—The *Avoidance of Sales of Next Presentation to Benefices Bill* was read a first time.

Suburban Commons Protection.—Mr. Cowper-Temple introduced a bill.

Acknowledgment of Deeds by Married Women.—Mr. Dodds introduced a bill to facilitate the execution of deeds.

Election of Coroners.—Mr. Goldney introduced a bill to amend the law.

Public Prosecutor.—Mr Eykyn introduced a bill.

Feb. 23.—*Life Assurance Companies Bill.*—Mr. Cave moved the second reading. The bill provided that life assurance companies should make simple uniform statements every year according to the model forms in the schedules, which, together with the actuarial report to be prepared at longer intervals, would enable people to compare the position of one office with that of another, and to judge of the solvency of any particular company. It also, as a natural corollary to those provisions, enabled policyholders to make application to the Court, and the Court to grant a winding-up order, when it should appear on the face of the returns that the company had insufficient assets to meet its prospective liabilities.

Mr. Shaw Lefevre cordially approved of the bill. He had himself suggested the last mentioned proviso, aimed at a want of winding-up jurisdiction suggested by the decision of James, V.C., in the *European case.*

Mr. Cave thought the bill was defective because it did not bind the company to re-purchase policies at surrender value, nor provide for a uniform surrender value. It also allowed a portion of capital to be lent on personal security.

Mr. McLaren thought the bill gave general satisfaction.

The Chancellor of the Exchequer, after mentioning the great temptation to improvident dealing with funds in hand, and the puffing, touting, and bribing system of getting up the companies, as two unhappy peculiarities, feared the bill, though commendable in some respects—would not remedy these evils. Its mode of dealing with insolvency and transfer of business might be good, but as to the evils he had just mentioned, it was very unsubstantial. It was true that such an amount of Government interference with the accounts of companies, as was enforced in America, would not be tolerated here. He did not believe that any bill based on private associations could meet the difficulty. He would not force the subject, but if it were thought well that the Government should take up the business, he would be willing to act.

The bill was read a second time.

Attorneys and Solicitors Remuneration Bill.—Mr. Rathbone moved the second reading. The system of remunerating for preparation of documents by proportion to their length was repugnant to reason, and gave an opportunity to the unscrupulous. It did not recognise skill. Unless this were altered a measure to render land transfer cheap and expeditious was impossible.

The bill was read a second time.

Feb. 24.—*The Corrupt Boroughs.*—Mr. Pemberton asked the Solicitor-General whether he would inform the House against what persons prosecutions had been commenced or were contemplated by the Government in reference to the Bridgwater, Beverley, or Norwich elections.

The Solicitor-General said that, in regard to prosecutions actually commenced, he had to reply that in the case of Beverley sufficient informations had been exhibited against two persons—Sir H. Edwards and Mr. Burell; and in that of Bridgwater against four—Dr. Hamilton Kinglake, Mr. Vanderbyl, Mr. Fennelly, and Mr. Lovibond. He had, however, to state with respect to Mr. Lovibond, that though those who advise the Crown in these matters were not satisfied with the decision of the Court of Queen's Bench as to the power of revision where a certificate had been refused by Election Commissioners, yet, after the strong opinion pronounced by the Queen's Bench, the Attorney-General considered that, whatever might be the law of the case, the prosecution against Mr. Lovibond ought not to be proceeded with. In that view he entirely concurred, and though informations had been exhibited against Mr. Lovibond, he would not be prosecuted. In the case of Norwich the prosecutions would be against Mr. Stracey, Mr. Hardiment, Mr. Tardue, and Mr. Pennefather.

The *Compulsory Pilotage Abolition Bill* was read a second time and referred to a Select Committee, with power to take evidence.

PENDING MEASURES OF LEGISLATION.

Attorneys and Solicitors Remuneration Bill.

The following is the text of the Attorneys and Solicitors Remuneration Bill (prepared and brought in by Mr. Rathbone, Mr. G. Gregory, Mr. Morley and Mr. Goldney):—

Whereas it is expedient to amend the law relating to the remuneration of attorneys and solicitors:

Be it enacted, &c:

Preliminary.

1. This Act may be cited as "the Attorneys' and Solicitors' Act, 1870."

2. This Act shall not extend to Scotland or Ireland.

3. In the construction of this Act, unless where the context otherwise requires, the words following have the significations hereinafter respectively assigned to them; that is to say,

The words "attorney or solicitor" mean an attorney, solicitor, or proctor, qualified according to the provisions of the Acts for the time being in force, relating to the admission and qualification of attorneys, solicitors, or proctors:

"Person" includes a corporation:

"Client" includes any person who, as a principal or on behalf of another person, retains or employs, or is about to retain or employ, an attorney or solicitor, and any person who is or may be liable to pay the bill of an attorney or solicitor for any services, fees, costs, charges or disbursements.

Part I.—*Agreements between attorneys or solicitors and their clients.*

4. An attorney or solicitor may make an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of any past or future

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services, fees, charges, or disbursements in respect of business done or to be done by such attorney or solicitor, whether as an attorney or solicitor or as an advocate or conveyancer, either by a gross sum, or by commission or per-centage, or by salary or otherwise, and either at the same or at a greater or at a less rate as or than the rate at which he would otherwise be entitled to be remunerated, subject to the provisions and conditions in this part of this Act contained.

5. Such an agreement shall not affect the amount of, or any right or remedies for the recovery of, any costs recoverable from the client by any other person, or payable to the client by any other person, and any such other person may require any costs payable or recoverable by him to or from the client to be taxed according to the rules for the time being in force for the taxation of such costs, unless such person has otherwise agreed.

6. Such an agreement shall be deemed to exclude any further claim of the attorney or solicitor beyond the terms of the agreement in respect of any services, fees, charges, or disbursements in relation to the conduct and completion of the business in reference to which the agreement is made, except such services, fees, charges, or disbursements, if any, as are expressly excepted by the agreement.

7. Such an agreement shall not, unless by express stipulation, defeat any lien of an attorney or solicitor as such on the documents, moneys, or securities of his client, and in any case in which any property recovered or preserved in any suit, matter, or proceeding may be charged with the taxed costs, charges, and expenses of the attorney or solicitor through whose instrumentality such property has been recovered or preserved, such property may be charged with the amount agreed upon by any such agreement in lieu of such taxed costs, charges, or expenses.

8. A provision in any such agreement that the attorney or solicitor shall not be liable for negligence, or that he shall be relieved from any responsibility to which he would otherwise be subject as such attorney or solicitor, shall be wholly void.

9. No action or suit shall be brought upon any such agreement, unless as hereinafter provided; and every question respecting the validity or construction of any such agreement may be examined and determined, and the agreement may be enforced, without suit or action, on motion or petition of any person, or the representative of any person, a party to such agreement, or being or alleged to be liable to pay, or being or claiming to be entitled to be paid, the costs, fees, charges, or disbursements in respect of which the agreement is made, by the court in which the business was done, or a judge thereof, or if the business was not done in any court, then where the amount payable under the agreement exceeds £50, by any superior court of law or equity or a judge thereof, and where such amount does not exceed £50, by the judge of a county court which would have jurisdiction in an action upon the agreement; but the court or judge may refuse to make any rule or order on such motion or petition, and may give leave to the person seeking to enforce the agreement to bring an action at law, or to take such other proceedings as he may be advised.

10. The court or judge before whom any such agreement is sought to be enforced or set aside may, if satisfied that any undue advantage was taken in making the agreement by any party thereto, require the agreement to be given up, and may direct the costs, fees, charges, and disbursements to be taxed according to the rules for the time being in force for the taxation of the same.

11. When the amount agreed for under any such agreement has been paid by or on behalf of the client, or by any person chargeable with or entitled to pay the same, any court or judge having jurisdiction to examine and enforce such an agreement may, upon application by the person who has paid such amount, within twelve months after the payment thereof, if it appears to such court or judge that the special circumstances of the case require the agreement to be re-opened, re-open the same, and order the costs, fees, charges, and disbursements to be taxed, and the whole or any portion of the amount received by the attorney or solicitor to be repaid by him, on such terms and conditions as to the court or judge may seem just.

12. Nothing in this Act contained shall be construed to give validity to any purchase by an attorney or solicitor of the interest of his client in any suit, action, or other contentious proceeding to be brought or maintained, or to give validity to any agreement by which an attorney or solicitor retained or employed to prosecute any suit or action, stipulates for payment only in the event of success in such suit, action, or proceeding.

13. Nothing in this Act contained shall give validity to any disposition, contract, settlement, conveyance, delivery, dealing, or transfer, which may be void or invalid against a trustee or creditor in bankruptcy, arrangement, or composition, under the provisions of the laws relating to bankruptcy.

14. Where an attorney or solicitor has made an agreement with his client in pursuance of the provisions of this Act, and anything has been done by such attorney or solicitor under the agreement, and before the agreement has been completely performed by him, such attorney or solicitor dies or becomes incapable to act, an application may be made to any court which would have jurisdiction to examine and enforce the agreement by any party thereto, or by the representatives of any such party, and such court may order the amount due in respect of the past performance of the agreement to be ascertained by taxation, and the taxing officer in ascertaining such amount shall have regard so far as may be to the terms of the agreement, and payment of the amount found to be due may be enforced in the same manner as if the agreement had been completely performed by the attorney or solicitor.

15. Except as in this part of this Act provided, the bill of an attorney or solicitor for the amount due under an agreement made in pursuance of the provisions of this Act shall not be subject to any taxation, nor to the provisions of the Act of the 6 & 7 Vict. c. 73, and the Acts amending the same respecting the signing and delivery of the bill of an attorney or solicitor.

Part II.—*General Provisions.*

16. An attorney or solicitor may take security from his client for his future fees, charges, and disbursements, to be ascertained by taxation or otherwise.

17. When an attorney or solicitor is hereafter appointed a trustee or executor under any deed or will, then, unless the deed or will otherwise directs, he may, by himself or his partners, act as solicitor or attorney in all matters relating to the deed or will, and shall be entitled to his professional costs and charges in the same manner as if he were not such trustee or executor, subject to the provisions following; that is to say,

(1.) If the deed or will provides a certain remuneration expressed to be in respect of any professional services, he shall not under this section be entitled to any further remuneration for such services:

(2.) If the deed or will appoints co-trustees or co-executors jointly with him, he shall not so act or be entitled to such costs or charges without the consent in writing of his acting co trustees or co-executors for the time being:

(3.) When the aggregate amount of such costs and charges exceeds ten pounds, whether or not any part of such aggregate amount has been paid previously or on account, he shall before taking payment of such amount or of the balance thereof, submit a full account of such amount and of the items thereof to the taxing officer of a superior court of equity, and such taxing officer shall have power either to allow the same, or if he thinks any part thereof unnecessary or unreasonable, to tax such part or the whole thereof in the ordinary manner, and to declare what sum, if any, is due to or from such attorney or solicitor on the whole account.

18. Subject to any general rules or orders hereafter to be made upon every taxation of costs, fees, charges, or disbursements, the taxing officer may allow interest at such rate and from such time as he thinks just on moneys disbursed by the attorney or solicitor for his client, and on moneys of the client in the hands of the attorney or solicitor.

19. Upon any taxation of costs, the taxing officer may, in determining the remuneration to be allowed to the attorney or solicitor for his services, have regard, subject to any general rules or orders hereafter to be made, not only to the length of documents or the time occupied in rendering services, but also to the skill, labour, and responsibility involved.

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RE-VESTING OF MORTGAGES BILL.

Whereas it is expedient to amend the law of real property with respect to the revesting of mortgaged estates in mortgagors:

Be it enacted, &c.

1. From and after the *passing of this Act*, it shall be lawful for the mortgagee named in any mortgage-deed or instrument, or for the executors, administrators, or assigns of such mortgagee, to indorse upon such mortgage-deed or instrument a receipt for all moneys intended to be secured by such mortgage, which shall be sufficient to vacate the same and revest the estate of and in the property comprised in such mortgage, whether the same shall be of freehold, copyhold, leasehold, or other tenure, in the person or persons for the time being entitled to the equity of redemption without it being necessary for such mortgagee, his executors, administrators, or assigns, to make or execute any reconveyance of the property so mortgaged, which reconveyance shall be in the form specified in the schedule hereunto annexed, or to the like purport or effect.

2. *Every such receipt shall be chargeable with the same stamp duty as would have been payable on a reconveyance of the mortgaged property.*

3. This Act shall not extend to Scotland.

SCHEDULE to which this Act refers.

Form of Receipt.

In pursuance of "An Act to facilitate the revesting of mortgaged estates in mortgagors," I (or we) the undersigned, being the mortgagee (or mortgagees) within mentioned (or the executors, administrators, or assigns of the within-mentioned mortgagee or mortgagees, as the case may be), do hereby acknowledge to have received all moneys intended to be secured by the within-written indenture. As witness my (or our) hand (or hands) this —— day of —— 18 .

IRELAND.

DUBLIN, February 24.

There is nothing new in our legal circles. The serjeantcy vacant by the promotion of Mr. Dowse to the Solicitor-Generalship, has not yet been given away. Christopher Palles, Q.C., and David Sherlock, Q.C., M.P., are spoken of for it. Both are now occupying a very high position at our chancery bar, Mr. Palles, though comparatively a young man, having within the last couple of years stepped into the foremost place amongst the practising bar.

The nomination for the county of Tipperary took place yesterday. Mr. Heron, Q.C., the late opponent of O'Donovan Rossa, was again proposed, and Mr. C. Kickham, who had been convicted of treason-felony, as a colleague of Rossa's (as one of the three deputy head-centres in the absence of Stephens) was also put forward. A county gentleman was also proposed, but retired in favour of Kickham. The latter, who is a quiet-looking man of literary tastes, is deaf, and was, as well as I can recollect, discharged from penal servitude on account of ill-health. He has not figured in public since his discharge, and, but that the *Irishman* newspaper has been publishing some old letters of his, dated 1864, and of a truculent though national character, would have almost been forgotten.

OBITUARY.

LORD BARCAPLE.

We have to record the death of Lord Barcaple, one of the judges of the Court of Session in Scotland, who expired at his residence, Ainslie-place, Edinburgh, on the 23rd February, in the sixty-second year of his age. Lord Barcaple, formerly known as Mr. Edward Francis Maitland, was a son of the late Adam Maitland, Esq., of Dundrennan, his mother being a niece of Dr. Thomas Cairns, of the same place. He was born in Edinburgh on the 16th April, 1808, and was educated at the High School and University of Edinburgh. In 1831 he was admitted a member of the Scottish Faculty of Advocates, and was appointed an advocate-depute in 1847. In 1851 he was nominated sheriff of Argyleshire, and was appointed Solicitor-General for Scotland in 1854, but retired from office in 1858. Mr. Maitland was re-appointed Solicitor-General in 1859, and served in that office till 1862, when he was raised to the bench as a judge of the Court of Session, taking the title of Lord Barcaple from his grandfather's estate in Kircudbright. In 1859 he was appointed curator and assessor of the University of Edinburgh, and was elected rector of the University of Aberdeen in 1860, in which year the degree of doctor of laws was conferred upon him by the senate of the first-named body. Lord Barcaple married, in 1840, Ann, daughter of William Roberts, Esq., a Glasgow banker, by which lady (who died in 1854) he had a family of four sons and two daughters.

MR. E. BEAVAN.

Mr. Edward Beavan, barrister-at-law, died at Wimbledon Park on the 15th February, after a long illness, of paralysis. The late Mr. Beavan was called to the Bar at the Middle Temple in May, 1844, and was a member of the North Wales Circuit. He had been for many years Counsel to the Board of Inland Revenue.

MR. M. L. JOBLING.

The death of Mr. Mark Lambert Jobling, solicitor, of Newcastle-upon-Tyne, took place at his residence, Barras Bridge, on the 19th February. The late Mr. Jobling was a solicitor of long standing at Newcastle, having been certificated as far back as Michaelmas Term, 1824. On the formation of the Court of Probate he was appointed to the office of registrar for the Northumberland district, including Newcastle and Berwick-upon-Tweed. For several years Mr. Jobling held a seat in the Town Council of Newcastle, and in 1851 he was elected to the office of sheriff, during the mayoralty of Mr. Alderman Armstrong. He was Deputy Grand Master of the Order of Freemasons, and took considerable interest in all matters tending to promote the welfare of the craft; he was also an ardent supporter of the Newcastle Wrestling Society and the Northumberland Cricket Club.

MR. W. P. P. RABY.

The death of Mr. William Parker Poole Raby, solicitor, took place at Cardiff on the 10th February. The deceased gentleman was the son of the late Rev. W. Raby, incumbent of Wetherby, in Yorkshire, and was certificated in Hilary Term, 1861. A few years afterwards he commenced practice at Cardiff, where he soon secured a large police and county court practice. In February, 1868, he was appointed a lieutenant in the 3rd Glamorganshire (Cardiff) Volunteer Artillery, and his funeral took place with military honours.

SOCIETIES AND INSTITUTIONS

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held in the hall of the Hon. Society of Clement's-inn, Clement's-inn, Strand, on Wednesday, February 23, with Mr. Debney in the chair, Mr. Streeter moved—"That women be no longer excluded from becoming members of all the learned professions." After a very animated discussion the motion was lost by a very large majority.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Monday, February 28, class A; Tuesday, March 1, class B; Wednesday, March 2, class C—4.30 to 6 p.m.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, March 4, —Lecture, 6 to 7 p.m.

The proposal to appoint a stipendiary magistrate for Portsmouth has been rejected by the Town Council of that borough. Last year 1,789 prisoners were brought before the magistrates, and it was urged that the increasing business of the borough rendered it essential that Portsmouth should follow the example of other large towns in having a gentleman qualified by legal knowledge to sit on the bench. Only four members of the Town Council, however, voted in favour of the proposition. In the course of the discussion it was stated that the fees of the magistrates' clerk amounted to £2,000 a-year.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 25, 1870.

[From the Official List of the actual business transacted.]

¾ per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct. 3 p m
New 3 per Cent., 92⅞	Ditto, £500, Do — 3 p m
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	38¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	62½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	50
Stock	Metropolitan	100	79
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35½
Stock	North London	100	122
Stock	North Staffordshire	100	62
Stock	South Devon	100	50
Stock	South-Eastern	100	76½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols opened heavily, and some large sales effected a further depression, which was augmented by a large demand of money throughout the early part of the week. A recovery, however, seems now to have set in. Foreign securities, which throughout the week have been firm, are now still stronger. Railways were at first persistently heavy, but have latterly improved, and Metropolitans, in consequence of Vice-Chancellor James' refusal of the motion for an injunction in the case of *Salisbury* v. *Metropolitan Railway Company* this day have had a brisk rise. Some favourable reports issued by telegraph companies keep those investments still in favour.

The prospectus of the Anglo-Malteze Hydraulic Dock Company (Limited) with a capital of £150,000 in 7,500 shares of £20 each was issued this week. £68,000 has already been subscribed, and it is supposed that not more than £16 per share will be required.

The prospectus of the South Plynlimon Mining Company (Limited), with a capital of £24,000 in 12,000 shares of £2 each, has been issued. The object of this company is to develop the mineral wealth of the extensive and valuable property known as "South Plynlimon," situate in the parish of Llanbadarnfawr, in the county of Cardigan, in the centre of an immensely rich mining district.

A public lecture on "The Principles and Probable Operation of the Bankruptcy Act, 1869," was delivered at King's College, London, by Professor John Cutler, Barrister-at-Law, on Wednesday evening last. There was a good attendance, comprising several well-known members of both branches of the profession. Mr. Cutler divided his section into four heads—The History of Bankruptcy Law, the Objections to the Act of 1861, the Principles of the Act of 1869, and the Probable Operation of the New Law. The tenor of his remarks upon the fourth head were as follows:—That the Act of 1869 was founded to a great extent on the Scotch law, and that by it the administration and realisation of the assets belong to the creditors, and the decision of all legal points, and the bankrupt's character and liberty, belong to the Court. That at the first stage, all proceedings, whether in bankruptcy, liquidation, by arrangement, or composition, come before the Court. When the Court has decided that they are within the scope of the Act, the proceedings are remitted to the creditors to be carried on by them, or some person or persons appointed by them. The superintending authority of the Court is, however, ready to come into operation at any time if required. In their last stage on all cases the proceedings come again under the authority of the Court. The success or non-success of the Act will depend, to a great extent, on the Court, and to a great extent on the way in which the trustee system works in this country. The working of it in Scotland shows that the expenses of the bankruptcy swallow up, on an average, only about 13½ per cent. of the assets, but the costs in large estates are below, and in small above the average, because there are so many items which are the same whether the estate be large or small. The courts must take a comprehensive and equitable view of the Act. This the Chief Judge may be expected to do, he being an eminent equity lawyer, but it is doubtful whether the majority of county court judges will do so, they having been trained up at the common law bar. Again, much will be delegated to the registrars both in London and in the country. They will have power to adjourn questions for the decision of the judge by whom they are delegated. If they exercise this power too sparingly they will often take upon themselves to decide points on which they are not competent to decide; if they exercise it too freely they will unnecessarily cause delay and multiply expense.

Mr. Hall Dare, late secretary to the Royal Agricultural Society of England, has been appointed under-treasurer to the Honourable Society of the Inner Temple.

The revenue officials at New York have issued warrants for the arrest of a number of New York lawyers for not paying the special tax.

Mr. W. Consitt Boulton, solicitor of Hull, has been elected a Fellow of the Society of Antiquaries.

Alpine, California, advertises for a lawyer—"a young, energetic fellow."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BIGG—On Feb. 18, at Grosvenor-hill, Wimbledon, the wife of Edward F. Bigg, Esq., prematurely, of a daughter, stillborn.

PULBROOK—On Feb. 21, at Riverside, Quadrant-road north, Highbury New-park, the wife of Anthony Pulbrook, Esq., prematurely, of a son, stillborn.

SHEPPARD—On Feb. 22, at Battle, the wife of Charles Sheppard, Esq., solicitor, of a son.

MARRIAGES.

PINCKNEY—CUSACK—On Feb. 22, at Monkstown Church, county Dublin, Erlysman Pinckney, of the Inner Temple, barrister-at-law, to Frances Elizabeth Mary, eldest daughter of the late James William Cusack, late of Knockbane, county Galway, and Lancaster-gate, Hyde-park, Esq.

DEATHS.

FINCH—On Feb. 23, George Finch, Esq., of 40, Craven-street, Strand, and of No. 31, Gloucester-street, solicitor, aged 42.

JONES—On Feb. 21, Mr. Charles James Jones, of No. 19, Spital-square, solicitor, aged 73.

RUNNACLES—On Feb. 22, at Brighton, Anthony Runnacles, Esq., solicitor, aged 43.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 18, 1870.

UNLIMITED IN CHANCERY.

Anchor Assurance Company.—Petition for winding up, presented Feb 17, directed to be heard before Vice-Chancellor James on Feb 26. Evans & Co, Nicholas-lane, solicitors for the petitioners.

Birmingham Music Hall Company.—Vice-Chancellor James will, at his chambers, on Thursday, March 3, at 12, appoint an official liquidator.

Saltash and Callington Railway Company.—Petition for winding up, presented Feb 15, directed to be heard before the Master of the Rolls on Feb 26. Harcourt, Middleton-street, Clerkenwell, solicitor for the petitioner.

State Fire Insurance Company (Vice-Chancellor James at chambers).—It is peremptorily ordered that a call of one shilling per share be made on all the contributories of this Company who have been settled on the list of contributories, and who have not been compromised with; and it is peremptorily ordered that each such contributory do, on or before March 8, pay to William Henry McCreight, No. 6,

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Raymond-buildings, Gray's-inn, the balance (if any) which will be due from him after debiting his account in the company's books with such call.

LIMITED IN CHANCERY.

Cardiff and Newport Colliery and Ironstone Company (Limited).—Petition for winding up, and for the removal of Mr. Elborough, the liquidator, presented Feb 12, directed to be heard before Vice-Chancellor Stuart on Feb 25. Foster, Gray's-inn square, agent for Williams, Cardiff, solicitor for the petitioners.

Portugese Contract Company (Limited).—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Mr James Cooper, No 3, Coleman-street-buildings, Moorgate-street. Wednesday, April 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Feb 22, 1870.

UNLIMITED IN CHANCERY.

Albert Average Association for British, Foreign, and Colonial Built Ships.—The Master of the Rolls has by an order, dated Feb 12, ordered that the above Company be wound up. Ball, Tokenhouse-yard, solicitor for the petitioner.

Alfred Average Association for British, Foreign, and Colonial Built Ships.—Petition for winding up, presented Feb 21, directed to be heard before Vice-Chancellor Malins, on March 4. Lowless & Nelson, Gracechurch-st, solicitors for the petitioners.

Arthur Average Association for British, Foreign, and Colonial Built Ships.—The Master of the Rolls has, by an order dated Feb 12, ordered that the above company be wound up. Ball, Tokenhouse-yard, solicitor for the petitioner.

Herne Bay Pier Company.—Petition for winding up, presented Feb 18, directed to be heard before Vice-Chancellor Malins on March 4. Lumley & Lumley, Old Jewry-chambers, solicitors for the petitioners.

Queen Average Association for British, Foreign, and Colonial Built Ships.—Petition for winding up, presented Feb 21, directed to be heard before Vice-Chancellor Malins on March 4. Lowless & Nelson, Gracechurch-street, solicitors for the petitioners.

LIMITED IN CHANCERY.

Bonelli's Electric Telegraph Company (Limited).—Vice-Chancellor James has, by an order dated Feb 12, ordered that the winding up of the above Company should be continued. Peckham, solicitor for the petitioner.

Freehold and General Investment Company (Limited).—Petition for winding up, presented Feb 22, directed to be heard before Vice-Chancellor Malins on March 4. Swann & Co, Chancery-lane, for Tweed, solicitor for the petitioner.

Glyn Neath Steam Coal and Iron Company (Limited).—The Master of the Rolls has, by an order dated Feb 12, ordered that the winding up of the above company be continued. Uptons & Co, Austinfriars, solicitors for the petitioners.

Friendly Societies Dissolved

TUESDAY, Feb. 22, 1870.

Church Sunday School Friendly Society, Girls' School-room, Horsforth, York. Feb 19.

Miners' Sick and Burial Society, Millstone-inn, Butt-lane, Stafford. Feb 19.

No. 1 Burial Society, White Hart Tavern, Lombard-street, Battersea. Feb 19.

Creditors under Estates in Chancery.

FRIDAY, Feb. 18, 1870.

Last Day of Proof.

Cooper, Chas, Hilton, Salop, Farmer. March 15. Re Cooper, V.C. Stuart. Prior and Bigg, Southampton-bldgs, Chancery-lane.

Coulson, Thos, Drax, York, Gent. March 14. Coulson v Senior, V.C. Stuart. Clark, Snaith.

Davy, Joseph, Kelling, Norfolk, Farmer. March 11. Davy v Davy, M.R. Miller & Son, Norwich.

Harrison, Jas, Stanwick, Northampton, Farmer. March 10. Sharman v Harrison, V.C. James. De Gex & Harding, Raymond-buildings, Gray's-inn.

Heaton, Thos, Wigan, Lancaster. March 14. Heald v Walls, V.C. James. Ellis, Wigan.

Fleetwood, Sir Peter Hesketh, Fleetwood, Lancaster, Baronet. March 18. Collard v Fleetwood, M.R. Tompson & Co, Stone-buildings, Lincoln's-inn.

Page, Hy, Greenwich, Kent, Brewer. March 21. Richardson v Page, V.C. Stuart. Dobie, Lancaster-place, Strand.

Swallow, Matthew, sen, Ewell, Surrey, Brick Manufacturer. March 25. Swallow v Swallow, M.R. Kingdon & Williams, Lawrence-lane, Cheapside.

Swallow, Matthew, jun, Stoley, Norfolk, Brick Manufacturer. March 25. M.R. Kingdon & Williams, Lawrence-lane, Cheapside.

Watson, Edwd, Bowdon, Chester, Surgeon. March 11. Watson v Woolley, V.C. Malins. Grundy, Manch.

TUESDAY, Feb. 22, 1870.

Bignold, Thos, Water-lane, Fleet-street, Gent. Feb 28. Roy v Bignold, V.C. James. Blake, Serjeant's-inn, Temple.

Blackstock, Wm, Southport, Lancaster, Slate Merchant. March 15. Blackstock v Blackstock. Registrar, Liverpool District.

Davies, Philip, Pontardawe, Llanguicke, Glamorgan, Tailor. March 24. James v Davies, V.C. Stuart. David, Swansea.

Grieve, Wm Royal, Waterloo-pl, Kilburn, Wine Merchant. April 9. Grieve v Grieve, V.C. Stuart. Fladgate & Co, Craven-street, Strand.

Hyland, Jane, South Geelong, Port Philip, Victoria, Widow. July 1. Page v Smith, V.C. Malins. Holmes, Arundel.

Jones, Robert, Penyffordd, Flint, Yeoman. March 3. Re Jones, V.C. Malins. Jones, Chester.

Lloyd, Danl, Lancelot-pl, Brompton, Retired Builder. March 17. Ferry v Hankin, V.C. Malins. Wedlake & Letts, Mitre-court, Temple.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 18, 1870.

Amory, Wm, Skellow, Yorks, Farmer. April 2. Nicholson & Co, Wath, near Rotherham.

Anstruther, Ellen, Bath, Widow. April 11. Burne, Bath.

Avery, Eliz Jane, St John's-rd, Hoxton, Widow. March 24. Watson, Finsbury-pl.

Bradshaw, Fras, Blackwater, Hants, Spinster. April 19. Walker & Co, Southampton-st, Bloomsbury.

Burkenshaw, Matthew, Horncastle, Lincoln, Gent. March 19. Wood, Louth.

Cooke, Jas, St Helen, Worcester, Publican. April 18. Woof, Worcester.

Cox, Robt, Clifton, Bristol, Gent. April 14. Stricklands & Robinson, Bristol.

Dixon, Eliz, Durham, Spinster. April 1. Hutchinson, Durham.

Evans, Enoch, Melton Mowbray, Leicester, Pork Pie Manufacturer. April 6. Latham & Paddison, Melton Mowbray.

Garrittson, John Garritty, Regent-st. March 15. Bevan & Whitting, Old Jewry.

Gifford, Fredk, Exmouth, Devon, Esq. May 1. Sweetland, Lincoln's-inn.

Gunstone, Richd John, Cheltenham, Gloucester, Chemist. Aug 11. Stiles, Northleach.

Harrald, Sarah Louisa, Louth, Lincoln, Widow. July 6. Allison, Louth.

Harrison, Michael, Stanhope, Durham, Land Agent. April 23. Thompson.

Hughes, Margaret, Rhyl, Flint, Spinster. March 31. Williams, Ryle.

James, Thos, Ellesmere-rd, Old Ford, Farrier. March 23. Watson, Finsbury-pl South.

Knaggs, Wm, Bath, Esq, May 7. Simmons & Clark, Bath.

Lyons, Eliza, Southsea, Hants, Widow. April 16. Davis, Cork-st, Burlington-gardens.

Oates, Mary Ann, Leeds, Spinster. April 1. Bulmer, Leeds.

O'Reilly, John, Brighton, Sussex, Esq. March 25. Ward & Co, Gray's-inn-sq.

Owen, Harriotte Anne, Chelmsford, Essex, Spinster. April 9. Cree & Last, Gray's-inn-sq.

Scott, Mark, Birm, Gun Stock Maker. March 25. Tyndall & Co, Birm.

Southwell, Jas, Leeds, Shovel Manufacturer, March 31. Snowdon & Son, Leeds.

TUESDAY, Feb. 22, 1870.

Boughton, John, Rodley, Gloucester, Farmer. March 25. Abell & Coleman, Gloucester.

Bowrs, Hy Goodeve, Brooke Lodge, De Beauvoir-rd, Surgeon. April 3. Allen, Grange-rd East, Dalston.

Brodley, Vincent, Leicester, Builder. March 25. Harris, Leicester.

Cawley, Ann, Macclesfield, Cheshire, Widow. March 31. Killmister & Son, Macclesfield.

Exeter, Right Rev Henry, Lord Bishop of, Bishopstowe, Devon. March 25. Sanders & Co, Exeter.

Franklin, Abraham Gabay, South-st, Finsbury. April 16. Davis, Cork-st, Burlington-gardens.

Gardiner, Lot, Bradford, Yorks, Merchant. April 19. Rawson & Co, Bradford.

Garratt, Wm, Upper Tulse Hill, Gent. March 31. Thomson & Son, Cornhill.

Greenhead, Thos, Kingston-upon-Hull, Gent. April 6. Watson, Hedon in Holderness.

Hobkinson, Leonard, Harrogate, Yorks, Farmer. March 21. Hirst & Capes, Knaresbrough.

Hutton, Thos Jas, Lpool, Merchant. March 31. Holden & Cleaver, Lpool.

James, Thos, Ellesmere-rd, Old Ford, Farrier. March 23. Watson, Finsbury-pl South.

Jones, Hon Mary Matilda, Kensington-cresent, Spinster. April 4. Kendall, Union Bank-chambers, Lincoln's-inn.

Little, Jean, Lpool, Licensed Victualler. March 12. Holden & Cleaver, Lpool.

Money, Rev Fredk, Rector of Offham, Southsea, Hants. March 25. Pearce & Marshall, Portsea.

Pullen, John Stevens, Fore-st, Esq. April 1. Janson & Co, Finsbury-circus.

Riley, Timothy, Broadfold Clayton, Yorks, Farmer. March 31. Green, Bradford.

Robson, Sarah, Old-st-rd, Widow. March 31. Watson, Finsbury-pl South.

Rogers, Joseph, Sutton Fen, Cambs, Farmer. March 22. Archer & Son, Ely.

Scott, Fras, St Swithin's-lane, Wine Merchant. March 25. Robinson & Preston, Lincoln's-inn-fields.

Sprent, John, Southsea, Hants, Gent. March 23. Pearce & Marshall, Portsea.

Tanner, Thos, Winhill, Somerset, Gent. March 25. Woolfryes, Banwell.

Thompson, Edward, Brussels, Gent. March 31. Thomson & Son, Cornhill.

Upton, Simeon, Salford, Lancashire, Hat Manufacturer. March 25. Chapman & Roberts, Manch.

Wall, Robt, Pontrillas Farm, Hereford, Farmer. April 1. Humfrys & Son, Hereford.

Ward, Geo, Louth, Lincoln, Gent. May 13. Sharpley, Louth.

Woodin, Joseph Steward, Petersham, Surrey, Esq. April 30. Torr & Co, Bedford-row.

Wright, Hannah, Brookfield, Derby, Spinster. April 11. Wells, Nottingham.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, Feb. 22, 1870.

Bailey, John, Weston-super-Mare, Somerset, Plumber. Dec 30. Comp. Reg Feb 18.

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Bankrupts.

FRIDAY, Feb. 18, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Amott, Chas Cowper. St Paul's-churchyard, Draper. Pet Feb 16. Spring-Rice. March 17 at 12.

Page, Eliz, Church-st, Greenwich, Widow. Pet Feb 16. Bishop. Greenwich, Feb 28 at 2.

To Surrender in the Country.

Billington, Thos, Stafford, Baker. Pet Feb 14. Spilsbury. Stafford March 2 at 11.

Brind, Thos, Oxford, Tobacconist. Pet Feb 11. Dudley. Oxford, March 2 at 12.

Brown, Chas, Burn Town, nr Tavistock, Devon, Farmer. Pet Feb 15. Pearce. East Stonehouse, March 4 at 11.

Cleverton, Fredk Wm Pouget, Saltash, Cornwall, Attorney-at-Law. Pet Feb 15. Pearce. East Stonehouse, March 4 at 11.

Cobb, Robt Leggett, Norwich, Butcher. Pet Feb 16. Palmer. Norwich, March 1 at 12.

Cooling, Thos, Swineshead, Lincoln, Wheelwright. Pet Feb 15. Staniland. Boston, March 1 at 10.

Depper, Geo. Kidderminster, Worcester, Provision Dealer. Pet Feb 15. Talbot. Kidderminster, March 4 at 12.

Elial, John, Accrington, Lancashire, Tailor. Pet Feb 14. Bolton, Blackburn, March 1 at 11.

Grimshaw, Robt, Gisborough, Yorks, Boot Maker. Pet Feb 15. Crosby. Stockton-on-Tees, March 4 at 11.

Handley, Philip, Wisbeach, Cambridge, Innkeeper. Pet Feb 15. Partridge. King's Lynn, March 1 at 11.

Prest, John, Hy Harrison, John Jackson, & Richd Cookson, Warrington, Lancashire, Implement Agents. Pet Feb 9. Nicholson. Warrington, March 7 at 2.

Schofield, John, Staleybridge, Cheshire, Grocer. Pet Feb 16. Hall. Ashton-under-Lyne, March 3 at 11.

Schweinbraten (otherwise Braten), Christian, Watford, Hertford, Baker. Pet Feb 12. Blagg. St Alban's, March 5 at 11.

Tinkler, Mary, Stamford, Lincoln, Builder. Pet Feb 14. Gaches. Stamford, March 1 at 11.

Wareing, Fras, Oswaldtwistle, Lancashire, Grocer. Pet Feb 14. Bolton Blackburn, March 1 at 11.

Wilton, Wm John Lander, Ford, Devon, Carpenter. Pet Feb 15. Pearce. East Stonehouse, March 4 at 11.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Downing, Fredk Arundel, Gt Russell-st, Engineer. Adj Dec 10. Brougham. March 4 at 1. Moon, Lincoln's-inn-fields.

To Surrender in the Country.

Birdsall, Thos, Prisoner for Debt, York. Adj Dec 28. Leeds, March 3 at 11.

Myers, Richd, Prisoner for Debt, York. Adj Dec 18. Leeds, March 3 at 11.

TUESDAY, Feb. 22, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Mann, Thos, formerly of Penge, now resident in the United States of America, Builder. Pet Feb 17. Pepys. March 11 at 12.30.

Phillips, Chas, Young-st, Kensington, Cheesemonger. Pet Feb 21. Pepys. March 8 at 11.

Sharpe, Herbert, Edgware-rd, China Dealer. Pet Feb 19. Murray. March 7 at 11.

To Surrender in the Country.

Carlisle, Jas, Leeds, Cloth Manufacturer. Pet Feb 19. Marshall. Leeds, March 4 at 11.

Davies, John, Truro, Cornwall, Saddler. Pet Feb 15. Chilcott. Truro, March 5 at 11.

Hitchen, Joseph, & Hy Law, Ramsbottom, Lancashire, Cotton Waste Spinners. Pet Feb 17. Holden. Bolton, March 9 at 10.

Johnson, Stephen, Dover, Kent, Gardener. Pet Feb 15. Callaway. Canterbury, March 7 at 2.

Partridge, Wm Josiah, Irthlinborough, Northampton, Butcher. Pet Feb 17. Dennis. Northampton, March 8 at 12.

Thomas, Wm, Pendawdd, Glamorgan, Builder. Pet Feb 8. Morris. Swansea, March 9 at 2.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Hazard, Hy Herbert, Sylvan-grove, Old Kent-rd, Engineer. Pet Dec 31. Pepys. March 8 at 11. Hyrett, Hart-st, Bloomsbury.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 18, 1870.

Atkins, Jas, & Wm Cooper Atkins, Riddlesdown, Surrey, Lime Burners. Feb 16.

Crowhurst, Anthony Morris, Aldermanbury, Importer of Fancy Goods. Feb 17.

Slatter, Joseph, Kennington-rd, Cheesemonger. Feb 16.

TUESDAY, Feb. 22, 1870.

Huxley, Thos, Birkenhead, Cheshire, Boot Maker.

MESSRS. DEBENHAM, TEWSON & FARMER'S FEBRUARY LIST of ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or by post for two stamps. Particulars for insertion in the March List must be received by the 28th February at latest.

GRESHAM LIFE ASSURANCE SOCIETY, 37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

Brighton.—Important and secure Freehold Investment of £565 per annum, on lease for a long term, and for which lease a large premium has recently been paid.

MESSRS. BELTON are instructed to SELL by AUCTION, at GARRAWAY'S, Change-alley, London, on TUESDAY, MARCH 1, at ONE (unless an acceptable offer be previously made), the FREEHOLD ESTATE known as the Clarence Commercial Hotel, commandingly situate, with an extensive frontage to North-street, Brighton. The property is very extensive, has numerous bed and sitting rooms, commercial and billiard rooms, and is in first-rate repair, a large sum having recently been expended on it. At the rear, and disconnected, in Clarence-yard, are extensive stables, workshops, &c., the whole forming a very extensive property, and is now and has been for many years one of the most flourishing of its kind in the kingdom. It is let on lease for a term of 50 years at the annual rental of £565, for which lease a large premium was paid, giving a security to the rental equal almost to Consols, and at a future period a reversionary value in a renewal.

Printed descriptive particulars will be shortly ready, when they may be had of

Messrs. BAKER, FOLDER, & UPPERTON, Solicitors, 52, Lincoln's-inn-fields; of

Messrs. CLARKE & HOWLETT, Brighton;

at the Clarence Hotel, Brighton; and of P. & J. BELTON, Auctioneers, 81, Hatton-garden.

BERKHAMSTED SCHOOL, HERTS, 26 miles from London on L. & N. W. R.

There are FOUR EXHIBITIONS at this School, each of the annual value of £60, and each tenable for four years at any educational institution.

A prospectus will be sent on application to the Head Master.

STONY STRATFORD.—ST. PAUL'S SCHOOL.

VISITOR.—The Lord Bishop of Oxford.

WARDEN.—Rev. W. T. Sankey, Vicar.

HEAD MASTER.—Rev. W. M. Hatch, Fellow of New College, Oxford.

CHAPLAIN.—Rev. J. W. Knight, late Head Master of Lichfield Grammar School.

Terms in the Upper and Lower School 15 guineas a Term. No extras.

Apply to Rev. the Warden, Vicarage; or to the Secretary, at the School.

A large Discount for Cash.

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The Solicitors' Journal.

LONDON, MARCH 5, 1870.

THE JUDGES' JURISDICTION BILL has passed the House of Lords with but few and unimportant amendments. As it now stands, upon a request from the chief justice of one court to the chief justice of any other court, a judge of the latter court may assist in the former. No objection is to be taken to the jurisdiction of a judge so assisting on the ground that there has been no such previous request. We think it would have been simpler, if this is all that must be done, merely to extend the 1 & 2 Vict. c. 45, s. 1, under which and former Acts the judges sit for each other at chambers, to business in court. The process of a request seems unnecessary, and, by suggesting a formality, may prevent the judges acting on the bill as habitually as they otherwise might. Many of the occasions when the assistance of a judge in another court would be most useful, cannot be foreseen; the case of trials at Nisi Prius to which we referred last week being one. The bill is a purely permissive one in every sense, and does not even, like the Liquor Traffic Bill, permit certain persons to exercise compulsory powers over others. Probably it was thought desirable by the Legislature, though, of course, within these powers, to impose compulsorily on the judges duties in other courts than those in which they hold their offices.

The Legislature, or rather the House of Lords, has been content, and very properly, in our opinion, with giving a hint to the judges of the course they desire them to take. That being so, we think they might have given it more clearly than they have done, and that, under the bill as it stands, there will be no practical alteration in the trial of causes at Nisi Prius. This being a matter of practice, the Legislature might well have adopted the course they have taken in many late Acts of Parliament, of authorising the judges to make rules; and empowered them to make rules for the attendance before any judge of jurymen, parties, and witnesses, and generally rules under which cases at Nisi Prius might be tried more conveniently, expeditiously, and cheaply than at present. The scheme we desire to see carried out, whether under rules or an Act of Parliament, is something of this sort. That during the sittings in term, three judges, and after them six judges, should sit at Nisi Prius regularly until the cases entered for trial at those sittings in all the courts are disposed of. No more than say four causes should be entered in the day's list for any judge, but upon his disposing of those cases he should take cases from the list of any judge who had met with longer cases. Thus there would be every probability of all cases coming on on the first day they appeared on the list. At present the parties and their witnesses and the jurors are fortunate if their case comes on on the second or third day of their attendance, and they may have to wait a week. Of course our numbers are mere suggestions, but it is evident that it is much easier to estimate the number of cases that six judges sitting separately will dispose of in a day, than the number that one will. The short causes in one court will balance the long ones in another, and it is much more unlikely that six judges will each meet with a long case to begin with than that one judge will.

WE PRINT IN ANOTHER COLUMN a report of a case in the Exeter County Court, in which a point of great importance, though not, we think, of any great difficulty, had to be decided. Section 91 of the Bankruptcy Act, 1869, says that "any covenant or contract made by a trader, in consideration of marriage, for the future settlement upon or for his wife or children of any money or property wherein he had not, at the date of his marriage, any estate or interest, whether vested or contingent, in possession or remainder, and not being money or property of or in right of his wife, shall, upon his becoming bankrupt, and before such property or money has been actually transferred or paid pursuant to such contract or covenant, be void against his trustee appointed under the Act." It was sought, but sought in vain, in the case we refer to, to apply this section to a covenant in consideration of marriage entered into long before the Act came into operation. It has long been a settled rule of construction that statutes which affect rights as distinguished from those which affect mere procedure, are not to be construed retrospectively, so as to affect rights already in existence, unless such an intention be clearly expressed; and if there ever was a case falling within the rule, the case we refer to seems to us to do so.

WE PRINTED LAST WEEK a little bill introduced by Mr. Dodds, with the very laudable object of diminishing the trouble and expense attendant on the revesting of mortgaged estates when the mortgage is paid off. The object of the measure, as explained by its introducer, was to render a re-conveyance unnecessary by substituting for it a simple receipt endorsed upon the mortgage-deed.

The 5th section of the Building Societies Act (6 & 7 Will. 4, c. 32) carried out the same principle with regard to mortgages made to building societies, by enacting that a receipt endorsed on the mortgage-deed by the trustees for the time being should of itself vest the estate in the mortgaged premises "in the person or persons for the time being entitled to the equity of redemption."* The bill which we printed last week was an exact adaptation of that section, "the mortgagee, his executors, administrators, and assigns" being substituted for the "trustees for the time being" of the building society. Now, in the simple case in which a mortgage has never been transferred, or gone through any other devolution of title on the mortgagee's part, the reconveyance is already a matter of extreme cheapness and simplicity. To endorse the few lines now necessary in such a case costs scarcely anything more than to endorse the receipt. It is, we presume, the case in which there has been a devolution of mortgagee's title, which may necessitate lengthy recitals, that Mr. Dodds wishes to provide for, and the section borrowed from the Building Societies Act had reference only to the case in which there had been no devolution of title, the mortgagee being the same, though represented by a different set of trustees. All that that section does is to save the expense of reciting all the various appointments of trustees which may have taken place since the mortgage was made. It does not at all follow that the section, *mutatis mutandis*, could be applied to any other case.

The bill, however, which we printed last week has been abandoned, and a new one introduced, which, as it is equally short, we print in another column. The new bill enacts that, whenever "any person competent to give

* In *Pease* v. *Jackson*, 17 W. R. 1, Lord Cairns said that this was an obscure phrase, but that it must mean one of two things:—either that when the mortgagor repays, the estate shall vest in him, or that, whoever pays, the estate shall vest in that person who happens to have the best title to call for the equity of redemption. It did not, his Lordship said, mean simply the next equitable incumbrancer in point of time.

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a discharge" for the mortgage money shall acknowledge payment in writing, "thereupon the mortgaged premises shall be held for the same estates on interests, and in the manner and right in all respects as the same would have been held had such mortgage never been made." Giving its framer credit for his good intentions, this provision seems to us as inefficient as its predecessor. It will be of little, if any use, where there has been any devolution of mortgagee's title. A receipt endorsed by a person "competent to give a discharge" for the money will be of no use unless it is accompanied by recitals tracing the title of such person, to say nothing of the fact that, *ex concessis*, the provision could be of no use whatever in those numerous cases in which the difficulty is how to get hold of that person. The only advantage accruing from the enactment would be that the concurrence of the real representative would no longer be necessary in cases of intestacy; on the other hand, it might afford additional facilities for misleading innocent persons in cases in which the mortgage money found its way into wrong hands.

THE NATURALISATION BILL presented to the House of Lords by the Lord Chancellor was read a second time on Thursday night. The bill embodies, to a great extent, the recommendations of the Royal Commission on naturalisation and allegiance which reported last year, and proposes some important alterations in the present law. It is our intention to discuss the bill *in extenso*, but pending our so doing it may be desirable to indicate the nature of the proposed alterations. Firstly, an alien is henceforth to be on the same footing, in the United Kingdom, with respect to property, both real and personal (except ships), as a natural born British subject, except that he is not to be qualified thereby "for any office, or for any municipal, parliamentary, or other franchise." Secondly, the jury *de medietate linguæ* is to be abolished. Thirdly, naturalisation in a foreign state is to convert a British subject into an alien, with a reservation in favour of those who have been so naturalised at the time of the passing of the Act. Fourthly, an alien to whom a certificate of naturalisation is granted shall not, when within the state of which he was previously a subject, be deemed to be a British subject unless he has ceased to be a subject of such state in pursuance of the laws thereof or of any treaty. Fifthly, a certificate of naturalisation is henceforth to entitle to all "political and other rights, powers, and privileges." Sixthly, a natural-born British subject who has become an alien under the Act, may obtain a certificate of re-admission to British nationality on certain conditions. Seventhly, a married woman is to follow the nationality of her husband, and minors, with certain restrictions, the nationality of their father, or mother if the father be dead. Eighthly, the Government to have power to cancel the certificate of naturalisation in certain cases.

It will be seen that the bill proposes to knock on the head the maxim of our law—*nemo protest exuere patriam*—which has been tacitly given up for some time, and the personal abandonment of which will relieve us from a possible collision with the United States on that subject. Thus far the bill is a fulfilment of the protocol signed with Mr. Reverdy Johnson in 1868. The only important objection to the bill urged on the second reading was that a British subject who has become an alien ought not to be allowed to repatriate himself without the consent of the government of the country he had adopted.

WHILE SCHEMES are being broached for negotiating transfers of the existing policies, the "business" in short, of insurance companies now being wound up by the Court, to new companies which are to be formed expressly to take over the business in question, it is worth while to consider whether or not the Companies Act, 1862, authorises any such arrangement to be carried out. Sections 161, 162 prescribe the manner in which such a transfer of business may be made, where the liquidation is "voluntary." But in *Re General Exchange Bank*, 15 W. R. 477, Lord Romilly held, three years ago, that in the case of a "compulsory" winding-up the Court has no power to enforce or carry out such a transfer while a single shareholder dissents. The 95th section, he said, did not contemplate the sale of a company's business as a going concern to another company, who undertook (as in the particular case before him) to pay the old company's debts by instalments. It has been urged that, although the Legislature has prescribed the manner in which a transfer may be carried out in a voluntary winding-up, and has not expressly provided for such a transfer in the case of a compulsory winding-up, it need not necessarily be taken as having, by implication, forbidden the transfer where the winding-up is compulsory. Its silence in the latter case might be attributable simply to its not considering any restriction necessary in the case of a compulsory liquidation, which is more under the immediate control of the Court than a voluntary one. However that may be, we understand that Lord Romilly has, in a very recent case which came before him in chambers, adhered to the principle of his decision in the *General Exchange Bank case*. On the other hand, it is believed that in many cases transfers of business have actually been made by companies under compulsory liquidation, without the liquidation being first converted into a voluntary one (which Lord Romilly said he could not permit unless *all* parties agreed). If the decision in the *General Exchange Bank case* is correct in its interpretation of the law, it will be impossible to effect a transfer in the case of any large insurance concern, as long as one single shareholder is discontented with the terms of the arrangement.

MR. MURPHY, THE PROTESTANT LECTURER, has tried conclusions, in an action for false imprisonment, with the Mayor of Birmingham and the Chief Superintendent of Police. Our readers may require to be reminded of the obscure details of the wrongs of Mr. Murphy, which are, indeed, only worth a reference now from the important principles really involved in the controversy between the municipal authorities and himself. Murphy is by profession "a lecturer in favour of Protestantism," and, on the 14th June, 1869, went in company with "his friend Mr. Smith" to a meeting at Birmingham about the Irish Church. Smith and Murphy both had platform tickets. Smith passed the ticket collector, like any other Smith, without observation; but as the great Murphy advanced to give up his ticket, two superintendents of police seized him by the collar, and told him that the mayor would be glad to see him in the committee-room. Murphy said he should be very pleased to see the mayor, but the invitation seems to have been a *ruse*, for, after all, it turned out that the mayor did not want to see Murphy. Instead of being ushered into the august presence of the chief magistrate, Murphy was "shoved downstairs." When he got to the bottom he had an interview with the chief constable (one of the defendants), who said, "You shan't go to the meeting . . . the mayor (the other defendant) says if you will go home quietly, he will see you escorted safely." But this was the last thing Murphy meant to do. He declared he would not go home, "certainly not"; whereupon he was marched off to the police-station and detained there five hours. At about 12 o'clock at night he was bailed out.

Now, that Murphy had a right of action for this imprisonment is unquestionable; although, to most people who know anything of Birmingham and the feuds between Protestant and Papist which of late years have more than once disgraced the town, the defendants, the ex-mayor and chief constable, will not appear to have been guilty of any very heinous offence. In plain English, what they wanted to do was, at any risk, to prevent a possible riot, which might have been attended by serious consequences. Still, in England there is no power of arbitrarily detaining a man merely because you may suppose

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he will be a disturber of the public peace. Accordingly, Baron Cleasby directed the jury at the recent trial, correctly, that the imprisonment was illegal. The amount of damages to which the Protestant hero was entitled was another matter. It was clear he had sustained no actual personal injury beyond a short infringement of his liberty. However, after a long deliberation the jury awarded him forty shillings by way of damages, and the learned judge certified for costs. The general opinion will probably be that the defendants did a right thing in a wrong way, and are therefore not wholly undeserving of pecuniary punishment. The lighter that punishment, the better everyone except the plaintiff would have been pleased. As it is the defendants will have been put to great expense by this action.

THE OPINION OF THE LAW OFFICERS of the Crown on the subject of county court committals does not appear to have had the desired effect, namely, that of producing uniformity in the practice of the courts (*vide ante* 187). Some of the London courts refuse to allow *any* order of committal of last year to be acted on, regardless of the question whether they are "in conformity with the provisions of the Debtors Act, 1869," or not. In other courts these committals are held to be ("if in conformity" &c., which they mostly are) as valid as if made this year. The consequences of this difference of practice were strongly brought out at the Lambeth court on Wednesday last. A plaintiff applied to the judge for advice under the following circumstances. He had obtained an order of committal in December last, and the warrant had been sent to the Bow court for execution. The High Bailiff there had refused to arrest on the ground that the warrant bore date December, 1869, and that he had orders from his court not to execute any such warrant. The plaintiff was therefore in this position:—The registrar of the court refused to issue another judgment summons, because an order of committal was in existence, and would continue so a year from its date. Plaintiff would therefore have to wait nearly a year before he could take any further proceedings, although he believed his claim would be met immediately on the defendant being arrested. The learned judge said he had done all he could in the matter; he had made the order, but he could not compel the officer of another court to execute it, and he declined to advise the plaintiff as to what course he should adopt. It appears from this that the only chance the plaintiff has of getting his money for some ten months to come is to catch his defendant in the Lambeth district, when the bailiff will at once introduce him to the Governor of Horsemonger-lane jail; but, if he stays at Bow, the Queen's writ of *capias* has no terrors whatever for him.

THE CHANCELLOR OF THE EXCHEQUER has introduced a bill which, as we understand, for we have not yet seen the bill, grants an indemnity up to the date of the decision in *Boulton's case* (18 W. R. 351) in respect of all previous leases within the purview of the decision and not stamped with the extra 35s. We were much surprised on reading the report of what took place in the House of Commons on February 25th to find it stated that the Commissioners of Inland Revenue made their discovery four years ago, and had been enforcing it ever since. We cannot, of course, pretend to say when the discovery was made, but as to the period when it was put in practice we are in a better position to offer an opinion, for, although we have made some inquiries, we have not heard of a single instance in which the question had been raised prior to *Boulton's case*, and the cases immediately preceding and which led up to it. We are glad, therefore, to see that the indemnity is to be brought down to the date when the law was laid down by the recent decision.

THE ATTORNEYS AND SOLICITORS REMUNERATION BILL.

The bill which we printed last week has in reality been before the public and the legal profession since last August. A bill in the same words was introduced by Mr. Rathbone towards the close of last session, not with any hope or even any intention of its then becoming law, but with the very laudable purpose of affording to all sides an opportunity of becoming thoroughly acquainted betimes with a measure which it was intended to push forward in the session now in progress. There has, therefore, been ample time for legislators to make themselves acquainted with the measure and its bearings.

Under the present system the rigid tariff which alone the Court can apply remunerates work of every kind, not by the real amount of "work done," but by a measurement which bears no reference whatever either to the responsibility incurred or the skill or labour required. The disadvantages of such a method of computing the payment are obvious. It may very possibly be that by some process of self-adjustment the remuneration thus prescribed is, on the average, sufficiently fair as between the client and the solicitor, though we must not be understood as expressing any opinion that this is so. However that may be, a mode of computation so utterly irrational is highly inconvenient in many ways. So far as it can succeed it succeeds by making one task pay for another; it is unsatisfactory to clients; it places the more scrupulous practitioners at a disadvantage as compared with their less honourable brethren; and it fosters mere verbosity in conveyancing and mere technicality in every department of the law. These evils were well pointed out in an able paper written by Mr. Edwin Field as far back as 1840. Mr. Field's paper was the means of Lord Langdale's placing himself in communication with the Incorporated Law Society upon the subject; and in a communication made to Lord Langdale by a special committee of that society the defects of the present system were again forcibly pointed out in the following terms:—

"The present system of taxation of costs uses length of written documents as the principal, and in many cases the only measure of professional remuneration, making no distinction whether a case has been difficult or otherwise, whether much or little responsibility has been incurred, much credit given and capital advanced, or none, and applying the same unvarying scale of allowance to trifling and unimportant matters. . . . It would be premature now to make any suggestions of detailed alterations in the present scale of taxation; but it appears to us that the best alteration that can be made will be to relax the present rigid rules and in many of the charges to allow the taxing master a discretion to apportion them according to the nature and importance of the business transacted, to the skill and labour bestowed upon it, and to the responsibility attached to it. It may be right for us to mention that of the important changes which have taken place in the taxation of common law costs, those which have been found to answer best are the substitution of discretionary allowances for items which before were fixed."

This rigid and irrational method of computation by fixed scale is the main evil which requires alteration; and the chief practical objection to the rules which forbid a special contract to be entered into for costs, is that they enforce the rigid scale and prevent any resort to a better arrangement. Indeed, as to litigious business, special agreements appear to us to be inappropriate, however convenient they might be found to be in the case of conveyancing.

Lord Westbury's Bill of 1864 proposed to remove the prohibition on making binding agreements for costs, or taking security for future costs, but it did not interfere with the fixed scale; it left the scale untouched, but permitted parties to contract themselves out of it. The present measure, besides legalising agreements and securities, empowers the taxing masters, in language borrowed from 8 & 9 Vict. cc. 119, 124, to have regard not only to the length of documents and the time occupied in

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rendering services, but to the "skill, labour, and responsibility employed." The bill, therefore, goes to the root of the matter. The eighth clause of the bill forbids solicitors to contract themselves out of their liability for negligence. We do not know that this is a very important matter, especially if on taxation due regard is had to responsibility, but it may be said, that while legalising contracts in general, it was not worth while to make this exception. If a client and his solicitor think it convenient to agree between them that there shall be no penalty recoverable, we do not know why they should be forbidden to do so. It is provided by section 9 that no action or suit is to be brought on any agreement for professional remuneration, but that the agreement may be enforced on motion or petition by "any person, or the representative of any person, a party to the agreement, or being, or alleged to be, liable to pay, or being, or claiming to be, entitled to be paid, the costs, fees, charges or disbursements, in respect of which the agreement is made." This clause needs a little adjustment in order that it may steer clear of what the 5th clause expressly disclaims—interference with third parties. Take the case of a plaintiff who has made a special contract with his solicitor for the conduct of a chancery suit, and suppose that plaintiff gets a decree with costs. According to clause 9, as it now stands, the defendant, being a party liable to pay the costs in respect of which the agreement was made, might petition to have the agreement enforced. He never would do so in practice, because clause 5 very properly prevents the agreement from having any operation at all as regards him; but it will be just as well that clause 9 should receive the necessary verbal amendment. With respect to the clauses which provide for the avoidance of an agreement, the phrase "undue advantage" is certainly wide, but we think that the framers of the bill have done wisely in thus leaving a broad discretion to the Court. In the clause which provides for the re-opening of an agreement after payment, the phrase "special circumstances" has been borrowed from the "taxation after payment" section of the 6 & 7 Vict. c. 73. This clause provides for the re-opening of agreements on the application of the client who has paid, upon "special circumstances" being shown. It should be made perfectly clear that after payment an agreement may be re-opened by the solicitor as well as by the client. Otherwise, a client who has taken an "undue advantage" has only to pay promptly the stipulated sum, however inadequate, in order to deprive the solicitor of all redress. Clause 9, had it stood by itself, would, we think, have embraced this requisite, but some doubt is introduced by the addition of clause 11, based upon the "taxation after payment" provision in 6 & 7 Vict. c. 73, a provision which, of course, could, in the nature of the case, relate only to applications proceeding from the client's, and not the solicitor's, side.

The provision which empowers solicitors to take security for future costs is just, and in heavy and doubtful cases it will, we think, operate directly in the interests of clients by enabling them to enter into arrangements with reliable advisers upon prudent terms when they must otherwise have gone to mere "speculative" men. It will be found most useful in litigious business, though as to agreements settling merely the amount of remuneration we think them out of place in litigation; nor do we imagine that they will ever become popular. The introduction of the "skill, labour, and responsibility" discretion is the great boon which the measure, if passed, will confer; and, having regard to the bill as a whole, it seems to us very praiseworthy. A good deal has been said in past times upon the merits of an *ad valorem* method of remuneration, and, undoubtedly, where a miscarriage may saddle the solicitor with damages proportionate to the amount involved, it is just that the remuneration should bear some relation to the amount of this liability. Still no *merely ad valorem* scale can possibly be sufficient (in conveyancing it would be simply impossible); the elements to be taken into consideration in assessing the reward are well represented by the three terms—skill, labour, and reponsibility. All three are concerned and none of them can be dismissed.

RECENT DECISIONS.

PRIVY COUNCIL.

CONSTRUCTIVE TOTAL LOSS—FORM AND TIME OF NOTICE OF ABANDONMENT—DUTY OF MASTER—ADVANCE ON FREIGHT.

Currie v. *The Bombay Native Insurance Company*, P.C., 15 W. R. 296.

According to the well-known principle of marine insurance the assured may recover the entire amount insured when there has been either an actual total loss or a constructive total loss. An actual total loss takes place when the thing insured is actually destroyed, as if a ship is burnt or founders at sea. A constructive total loss is where the thing insured is still in existence but is lost to the owners—*i.e.*, where the owners have lost all beneficial interest in it, as where a vessel is captured by an enemy, or has been injured and can be repaired, but only at an expense greater than her value when repaired. In either of these cases the ship is not in fact lost, but yet the owners have lost all benefit from their property in her, and, consequently, are entitled to treat the loss as total, provided they give notice of abandonment—*i.e.*, that they give notice to the insurers that they abandon to them all further interest in the thing insured, and claim the whole of the amount insured.

In *Currie* v. *The Bombay &c. Company* the matter in dispute turned very much on the special facts in the case, but the judgment of the Judicial Committee also decided several points of law on the question of constructive total loss. The court decided first as to the form of a notice of abandonment, overruling *Parmeter* v. *Todhunter* (1 Camp. 541), that it was not necessary to use the technical word "abandon," but that "any equivalent expressions which informed the underwriters that it was the intention of the assured to give up to them the property insured upon the ground of it having been totally lost must always have been sufficient." In *Parmeter* v. *Todhunter*, Lord Ellenborough said, "the abandonment must be express and direct, and I think the word 'abandon' should be used to render it effectual." This case has not been considered as a conclusive authority to the full extent of the decision on this point, but it has hitherto always been referred to and cited in the text-books as if it were a binding authority. It may now be struck out of the list of authorities on this question and *Currie* v. *The Bombay &c. Company*, inserted in its place.

The second point was whether the notice of abandonment had been given in reasonable time. This, of course, is a question of fact which must depend upon all the surrounding circumstances. No precise rule can be laid down. The principle is thus stated in the judgment: "The assured is not to delay his notice when a total loss occurs in order to take his chance of doing better for himself by keeping the subject insured, and then when he finds it will be no more to his advantage to do so throwing the burthen on the underwriters, while on the other hand the underwriters cannot complain of a suspense of judgment fairly exercised on the part of the assured to enable him to determine whether the circumstances are such as to entitle him to abandon."

An assured according to this rule is entitled to a reasonable time to ascertain all the facts concerning the injury to the thing insured, but having once ascertained all the facts he must then decide whether he will abandon it. He is not entitled to wait for the purpose of seeing the consequences of anything further which may occur. If he does so wait he loses his right of abandonment, and can claim only for a partial loss.

Another portion of the judgment deals with the duty

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of the master of a vessel. The Court found as a fact that cargo which had been insured could have been at least partially saved if the ship in which it was loaded had been sacrificed to do so. The ship was then a hopeless wreck, and there was, therefore, "no reason for sparing her, and if the cargo could not have been got out without cutting up the decks, their Lordships think that the captain, who is bound, where there is danger of loss of ship and cargo, to act for the benefit of all concerned, ought to have treated the ship as utterly lost and to have regarded only the interests of the owners of the cargo and of the underwriters." As the cargo might have been thus saved it was not lost by the perils insured against but by the omission of the master, and consequently the underwriters were not liable for a total loss of cargo. It is obvious in a case like this, where the owner of a cargo has suffered loss by the acts or omissions of the master, a further question may arise as to the liability of the master and of his employers for the consequences of the master's acts. No such question, however, is touched upon in the judgment.

There was also a further question as to whether certain advances were advances on freight in which the charterer had an insurable interest. It was held that the charterer had an insurable interest on the authority of the *Karnak* (17 W. R. 102, and S. J. *ante* p. 26) where a similar question was decided.

EQUITY.

Vesting Order.

Re Cuming, L.J.G., 18 W. R. 157.

No enactments save more time, trouble, and costs than those which enable the Court of Chancery to make vesting orders, or appoint persons to convey. Under the 11 Geo. 4, and 1 Wm. 4, c. 60, the Court could not make such an order unless the rights of the parties had previously been settled by a decree made in a suit, a requirement which in many cases was unnecessary, and made the aid of the statute no boon to those for whom it was intended. The Trustee Act, 1850 (13 & 14 Vict. c. 60), which repealed the Act above-mentioned, differs from it in that respect, and under the 3rd and 20th sections the Court can make a vesting order, or appoint a person to convey, without a previous decree. Thus in *Re Angelo* (5 D. G. & Sm. 282), where a debtor in India had pledged bank shares with a creditor in England, giving the creditor a written authority to sell, Vice-Chancellor Parker, observing that the Act of 1850 contained no requirement like that in the former Act, considered that he could treat the debtor as a "trustee" for a purchaser to whom the creditor had sold (the interpretation clause extending the word "trust" to implied and constructive trusts), and could, therefore, make an order vesting the shares in such purchaser.

Section 1 of the Trustee Extension Act, 1852 (15 & 16 Vict. c. 55), enacts that wherever a decree shall have been made for sale of any lands, every person interested being a party to the suit shall be deemed a "trustee" within the meaning of the Trustee Act, 1850; and in *Re Carpenter*, Kay, 418, Vice-Chancellor Wood said this section showed that in cases as to land it was intended that the constructive trust should first have been declared by decree of the Court. In *Re Carpenter* the person whose decease had rendered the aid of the Court necessary had *verbally* contracted to sell certain lands, and the petition sought a declaration that his infant heir was a trustee within the meaning of the Trustee Act, and a vesting order, which declaration and order the Vice-Chancellor declined to make. But in *Re Badcock*, 2 W. R. 386, where a testator, after devising land to an executor on trust for sale, himself contracted to sell and then died, Vice-Chancellor Kindersley saw no objection to making an order vesting the right to convey in the executor, who desired to carry the contract into effect. And in cases of a compulsory sale to a railway company, the Court will make a vesting order to complete a contract for sale left unfinished at the death of a vendor (*Re Russell*, 12 Jur. N. S. 524).

It is now ruled that wherever there has been a contract *executed* by a person now deceased, insane, or absent, the Court will make a vesting order without suit. In *Re Carpenter* the contract was *verbal* only. So in *Re Collingwood*, 6 W. R. 536, where a person went abroad after having by deed covenanted to surrender copyholds and in the meantime to stand seised in trust for the covenantee and his heirs, Vice-Chancellor Wood made a vesting order, treating the case as one of an express trust. The present case was also one of copyholds, but there was only a covenant to surrender, and no covenant to stand seised on trust. The covenantor died without having surrendered, and his heir was of unsound mind. Vice-Chancellor Giffard considered that the distinction was between an executed and an unexecuted contract. In the latter case he said a suit was necessary, but in the former the Court could at once pronounce a vesting order. And so, conversely, in a case of *Re Dodd* (L.J.G. Jan. 22, 1870), where a testator devised land to trustees for such purposes as A. should appoint, and A. by will directed that the land should be sold and the proceeds equally divided between B., C., and D., of whom D. was of unsound mind, the trustees of the will of the original testator (who were also those of the will of A.) having, with the approbation of B. and C., entered into a contract for the sale of the land, Lord Justice Giffard said that the contract could only be carried into effect under a decree. Here there was no contract at all, and the Court would require a decree to ensure that the sale was a proper one in the interests of D.

COMMON LAW.

Consideration for Contract—Forbearance to Sue.

Coles v. *Pack*, C.P., 18 W. R. 292.

The point actually decided in this case was that a particular guarantee was a continuing one, and not merely a guarantee for a sum of money due when it was given. As further advances were made, no question arose as to the consideration for the guarantee, such further advances being by themselves a sufficient consideration. If, however, it had been held that the guarantee was not a continuing one, then it would have been necessary to prove some other consideration. The consideration was thus stated in the guarantee:—"I do hereby, in consideration of your forbearing to take immediate steps for the recovery of" a certain sum of money, guarantee, &c. The question might have arisen whether a promise like this to forbear to sue without mentioning any fixed time for such forbearance would be a good consideration. The point was touched upon in argument but was not decided, as, under the circumstances, it became unnecessary to consider it.

The two most important cases on this question of forbearance to sue are *Semple* v. *Pink* (1 Ex. 74) and *Oldershaw* v. *King* (27 L. J. Ex. 120). In *Semple* v. *Pink* the declaration alleged that in consideration that the plaintiff would forbear to sue the maker of a promissory note for a *reasonable time*, the defendant guaranteed, &c. It was held that this declaration was not proved by evidence of a guarantee in consideration of the plaintiff forbearing to sue without the mention of any time for such forbearance. It was argued that a promise to forbear to sue was like a promise to make out a title to land, and that where no time was mentioned the law would imply that a reasonable time was meant, and that the question of reasonableness was one of fact for the jury. Alderson, B, however, said: "Making out a title is an act which necessarily requires some time, but suppose in this case the plaintiff had brought his action the next minute, would that be a forbearance? In a case like the present what definite idea can you attach to forbearance for a reasonable time?" The meaning may depend upon the character of the party, whether he is litigious, or

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whether he is mild and somnolent. It will be found that the cases in which the law implies a reasonable time are those in which the particular Act requires some time to do it."

In *Oldershaw* v. *King* this point was again discussed but not decided. There are, however, some important *dicta* in that case which show that the decision in *Semple* v. *Pink* cannot be accepted as settled law. Cockburn, C.J., Erle, Crompton, and Willes, J.J., all expressed an opinion opposed to the principle of *Semple* v. *Pink*.

The real difficulty in this point is that stated by Alderson, B., in *Semple* v. *Pink*, that the question of reasonableness is much more indefinite in this than in almost any other case of the kind. Where a title has to be made out, or goods delivered, or a journey made, the commencement of the inquiry as to the reasonableness of the time must be as to the ordinary time necessary for doing the particular act, and the ordinary time under special circumstances may or may not be reasonable. But in the case of a promise not to sue the only question is as to the surrounding circumstances, and there is as it were no starting point from which to commence the inquiry. Notwithstanding these difficulties the *dicta* in *Oldershaw* v. *King* shows that *Semple* v. *Pink* must now be looked on as a very doubtful authority.

PRINCIPAL AND AGENT—DEL CREDERE COMMISSION—RIGHT TO SUE.

Bramble v. *Spiller*, C. P. 18 W. R. 316.

When a contract is made through an agent the rights of all parties are precisely the same as if the contract had been made directly between the principals, provided that it is known at the time of the contract that the agent is contracting not for himself, but merely as agent for known principals. In these cases the agent is merely the hand by which the contract is completed. When the agent contracts as principal without disclosing the fact that he is an agent, he is liable as principal to the other party, because it would be unreasonable that after a person had entered into a contract as principal he should be able to transfer his liability under it to the real principal of whom the other party to the contract knew nothing, and with whom he might not, perhaps, have wished to contract. The principal is liable when it is discovered that the contract was made for him, but the agent is also liable, and the other contracting party has the option of suing either the agent or the principal at his pleasure. The same result also follows when an agent signs a written contract without specifying that he is agent. Verbal evidence is not admissible to show that the agent did really contract as agent only and for a principal known at the time to the other party.

In *Bramble* v. *Spiller*, it was argued that these rules do not apply to a *del credere* agent in the same way that they apply to an ordinary agent. There was a contract in this case between the defendant and the plaintiffs' principals. The contract was made by the plaintiffs, who acted under a *del credere* commission. The bought and sold notes stated the contract to be between the defendant and the plaintiffs' principals. The plaintiffs sued upon the contract, and contended that as *del credere* agents, they had sufficient interest in it to sue, although it was not made in their names. It was decided, however, that their position, so far as their right to sue was concerned, was the same as that of any other agents, and having been non-suited at the trial, the non-suit was upheld. This decision follows the rule laid down in *Hornby* v. *Lacy* (6 M. & S. 171), that a "*del credere* commission imports that if the vendee does not pay, the factor (the *del credere* agent) will; it is a guarantee from the factor to the principal against any mischief to arise from the vendee's insolvency. But it varies not an iota the rights subsisting between vendor and vendee."

In *Atkyns* v. *Amber* (2 Esp. 493), on facts very similar to those in *Bramble* v. *Spiller*, it was held that the plaintiffs were entitled to a verdict; Eyre, C.J., saying, "It is proved that the plaintiffs had at least a special property in the goods sold; the sale was, therefore, theirs, and I am of opinion that it is not a variance;" that the written contract of sale is expressed to be between the defendant and the plaintiffs' principals. *Atkyns* v. *Amber* is now, however, overruled by *Hornby* v. *Lacy* and other cases which have been followed in *Bramble* v. *Spiller*.

PROBATE.

VERBAL EVIDENCE—CONSTRUCTION OF WILL—"NEPHEW."

Grant v. *Grant*, Prob., 18 W. R. 230.

In order to carry out the provisions of any written instrument, whether deed, simple contract, will, or other document, it is always necessary (as a matter of fact and not of law) to resort to verbal evidence in order to identify the things and persons mentioned in the instrument. No description, however elaborate, can possibly obviate this necessity. To this extent therefore all writings have to be supplemented by verbal evidence. When any particular person or thing is properly and fully described in a document, it cannot, as a general rule (although this is subject to exception), be shown that some other person or thing to whom the description does not in terms apply is the real object of the description. If a description applies equally to any one of two or more objects, verbal evidence is always admissible to show to which the description was in fact intended to apply. These rules govern all writings, wills as well as other documents. In *Grant* v. *Grant* these rules had to be applied by the Court of Probate in the case of a will which left a legacy to, and appointed as executor, "my nephew Joseph Grant." At the testator's death there were two Joseph Grants. One was the son of a brother of the testator, and the other a nephew of the testator's wife. There was ample evidence to show beyond doubt that in fact the testator meant by the words "my nephew" his wife's nephew. The question was whether this evidence was admissible. It was argued against its admission that "nephew" has a known and well-ascertained meaning, and that although it might be used so as to include a wife's nephew, still that its primary signification was the son of a brother or sister, that there was nothing in the will to show that the testator did not use the word in its primary meaning, and the word in this sense applied accurately to Joseph the testator's nephew.

Lord Penzance, however, admitted the evidence, and therefore declared that the wife's nephew was the person designated by the words "my nephew." The evidence was admitted on the principle that such evidence is always admissible to show that a particular word has a popular and unusual meaning in particular localities or trades, and that such evidence ought also to be admitted when a word has a popular as distinguished from its strict legal or etymological meaning throughout the whole country. Lord Penzance says, "It may be that the word 'nephew,' when used as the sole description of a class who are to take a benefit under a will must be construed to include only sons of brothers or sisters of the testator . . . but this does not appear to me to preclude a wider signification being attached to the word when used as an additional description of a person specified by name, to whom the word is in an ordinary and popular sense applicable."

It was clear that this evidence must have been admitted if the description had only been by name, "Joseph Grant," and the decision is that the addition of the further description of "nephew," which in one sense was, and in another was not, erroneous, did not prevent such admission. The principle of the decision shows that it would be more correct to say that words in wills and other documents are to be construed in their "ordinary" than in their "primary" signification. The primary meaning of a word may be very different from that in which it is ordinarily used.

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REVIEWS.

Thom's Irish Almanac and Official Directory of the United Kingdom and Ireland for the year 1870. *Comprising Foreign and Colonial Directory, British Directory, Parliamentary Directory, Peerage, Baronetage and Knightage Directory, Naval and Military Directory Statistics of Great Britain and Ireland, Government Offices Directory, University, Scientific and Medical Directory, Law Directory, Ecclesiastical Directory, Banking Directory, County and Borough Directory, Post Office, Dublin County and City Directory.* Dublin: Thom. London: Longmans. Edinburgh: Black.

When we have quoted the comprehensive title of this Directory, and stated that each department is presented accurately, exhaustively, and with a handy arrangement, we have said enough to recommend it. On all the principal subjects of finance, commerce, the legislature and executive, public offices, banks, companies, the colonies, foreign countries, the army and navy, &c., &c., the information here supplied comprehends England equally with Ireland—the United Kingdom in fact. The Directory also contains a quantity of special Irish information. It is a very useful and reliable work for reference.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Feb. 25.—*Re Fitch.*

Bankruptcy Act, 1869, *s.* 125—*Rule* 260—*Injunction to restrain proceedings—Receiver.*

Brough applied under this petition for liquidation by arrangement or composition, for the appointment of a receiver, and also for an interim injunction restraining a creditor at whose suit an execution had been levied upon the debtor's effects, from proceeding to a sale.

The affidavit filed in support of the application showed that the debtor, who was a furniture dealer, filed his petition, under section 125 of the Bankruptcy Act, 1869, on the 23rd inst. The sheriff had previously (on the 16th inst.) levied an execution upon the debtor's effects for a sum of £39 balance of judgment debt and costs due to a creditor named Crossley. The stock-in-trade was valued at £200, and the debtor swore that, if the sheriff sold, it would not, in all probability, realise more than £100; and that it would conduce to the interest of the general body of the creditors that the particular creditor should be restrained from proceeding to a sale, and that a receiver should be appointed.

The CHIEF JUDGE.—Have you an affidavit of fitness in regard to the receiver sought to be appointed?

Brough.—No, but he has been nominated by five of the creditors, and the necessary affidavit can be produced at once.

The CHIEF JUDGE said that, upon an affidavit of fitness being filed, the receiver nominated would be appointed, and an interim injunction would be granted restraining the execution creditor from taking further proceedings.

Solicitor, *Morris.*

Re Jones.

Bankruptcy Act, 1869, *ss.* 6 & 125—*Declaration of Insolvency—Petition for adjudication—Practice.*

In this case, which involved an important point of practice, a petition had been filed by the debtor under the 125th section of the Bankruptcy Act, 1869; and, at a meeting of creditors duly held for the purposes mentioned in the statute, the creditors resolved that the affairs of the debtor should be liquidated in bankruptcy. Afterwards a petition for adjudication was presented by a creditor under section 6 of the Bankruptcy Act, 1869, wherein the grounds upon which the adjudication was sought were set forth, and, in particular, the declaration of insolvency signed by the debtor on the filing of his petition under the 125th section. Upon the petition coming before the registrar he declined to receive it, by reason, as was understood, of the declaration of insolvency not being in the form prescribed by the 4th sub-division of section 6; and the matter was now mentioned to the court.

Mr. Rooks, solicitor for the petitioning creditor, submitted that the grounds upon which the adjudication was sought were sufficiently set forth in the petition, and that the registrar was bound to receive it.

Sargood, Serjt., said that in the performance of his duty the Chief Registrar had felt bound to decline the petition unless the Act ordered him to accept it. He submitted that a clear distinction existed between the declaration of insolvency in the form prescribed by section 6, and the admission by the debtor on the face of the petition under section 125; for the latter was not in fact a declaration of insolvency, and the presentation of a petition for liquidation did not constitute an act of bankruptcy. The creditors moreover had no statutory right to pass a fancy resolution of their own, and if the filing a petition under section 125 constituted an act of bankruptcy, any dissatisfied creditor might file a petition within six months and enormous difficulties would arise. He referred to the 1st and 106th forms given in the rules and to the 12th sub-division of the 125th section.

The CHIEF JUDGE said the petition in this case had not been prepared without the matter having been duly considered. The 6th section enumerated certain acts of bankruptcy, but the Court had power on other grounds to adjudicate. In this case a petition had been duly presented for a liquidation, and the creditors had rejected it at the meeting, in which case the rules clearly and distinctly provided that the Court had power to adjudge the debtor a bankrupt. [His Lordship read the 266th and 267th rules.] The Act of Parliament and the rules must be read together. The adjudication could only properly be made by means of a petition, and the Court should be apprised of the steps which had taken place under the liquidation by the allegations in that petition. Although the declaration of the insolvency was not in the form prescribed by section 6, it was clearly an act of bankruptcy upon which an adjudication could be founded; and his Lordship thought the petition was in proper form, though, if the grounds upon which the creditor desired to adjudicate had not been sufficiently stated, it would have been different. The order would be therefore that the petition be filed, and that the proceedings go on in the manner directed by the rules. His Lordship did not find any fault with the Chief Registrar in bringing the motion before him; that officer had certain duties to fulfil, and it was right that he should be jealous as to the mode in which they were performed.

Solicitors, *Rooks & Co.; Aldridge & Co.*

Feb. 26.—*Anonymous.*

Bankruptcy Act, 1869, *rule* 49—*Commission to examine witnesses—Practice.*

R. Griffiths applied, under the 49th of the new rules, for a commission to examine two witnesses, one resident in Dorsetshire and the other in Shropshire. A petition for adjudication in bankruptcy had been filed against a debtor, and it was necessary that the witnesses should be examined. The affidavit in support of the application showed that the witnesses were unable, through infirmity, to attend the court in London.

The CHIEF JUDGE said that the application was quite reasonable under the circumstances, and a request would be made to the county court judge to take the evidence. His Lordship hoped that care would be taken in drawing up the necessary forms, regard being had to former precedents.

Solicitors, *Benn, Davis, & Co.*

Feb. 28.—*Re Fox.*

Bankruptcy Act 1869, *rule* 260.

Mr. Scaife, solicitor, applied for an interim injunction to restrain a person named Kent from proceeding further in an action brought against the debtor, and in which he would soon be in a position to sign judgment.

It appeared that on the 25th ult., the debtor filed a petition for liquidation by an arrangement on composition under section 125 of the Bankruptcy Act, 1869. An action had been brought by Kent under the Bills of Exchange Act, and the debtor alleged that it was desirable that his property should be protected until after the appointment of a trustee.

The CHIEF JUDGE said that a receiver must be appointed before any order for an injunction could be made.

Mr. Scaife said he was not aware that the appointment of a receiver was indispensable.

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The CHIEF JUDGE said it was so, otherwise the property would be left in the sole disposition and control of the debtor, and he might get rid of it before the appointment of a trustee. Some proper person must be named as receiver, and the registrar must be satisfied as to his fitness; there was not generally much difficulty as to the appointment of a receiver.

March 2.—*Re Fitch.*

Bankruptcy Act, 1869, *rule* 260.

Brough applied for and obtained an order under rule 260 restraining an execution creditor and the sheriff from proceeding to a sale of the effects of the debtor, a furniture dealer. The application was opposed on behalf of the execution creditor, but—

The CHIEF JUDGE said that, a receiver having been appointed, it was only right that an order should be granted, so that one creditor might not obtain a preference over the rest.

Solicitor, *W. G. Morris.*

COUNTY COURTS.

EXETER.

(Before the Registrar, Mr. R. R. M. DAW).

Feb. 18.—*Re Risdon.*

Bankruptcy Act, 1869, section 91—*Held, not to be retrospective.*

First meeting of creditors.

Mr. Hirtzel and Mr. Payne (of Tiverton) for the estate, and Mr. Floud for creditors.

On the proofs being tendered, Mr. Hirtzel tendered a proof on behalf of the trustees under a marriage settlement.

Mr. Floud objected to this proof on the ground that under the 91st section of the present act the trustees could not prove.

The facts were as follows:—The bankrupt married in October, 1862, and by a settlement made previous to marriage, and in consideration of the fortune he would have with his intended wife, he agreed to settle £1,000 upon her, to be secured by a bond given to the trustees. The bankrupt, Thomas Risdon, was to retain the £1,000 as long as the wife should consent thereto, and until she should give a written notice to the trustees requiring them to call in the money. The proceeds of the property were to be paid to Thomas Risdon. At the date of the settlement certain freehold ground rents belonging to the wife were transferred to the husband, and have since been sold by him for £400. On the 25th January last the trustees served Thomas Risdon with a notice to pay over the £1,000 on the bond; on 2nd February Thomas Risdon was declared bankrupt. The question was now whether the trustees under the settlement can vote in the choice of a trustee under the bankruptcy. There was no doubt they could do so under the old Bankruptcy Act, but the 91st section of the Act of 1869 declared that any covenant or contract made by a trader for the future settlement of money upon his wife or children should be void as against a trustee under a bankruptcy, and the question therefore arose whether that section included settlements made before the 1st of January, 1870.

The REGISTRAR decided (and this opinion was supported by Mr. Serjt. Petersdorff) that the point involved was one of general application, not depending upon special facts, but upon the broad question whether the Bankruptcy Act of 1869 was to be construed as having a retrospective operation. The rule of law as to the interpretation of statutes was clear and indisputable—that in the absence of expressive and unambiguous words legislative enactments could not affect contracts or transactions valid at the time they took place. The law then existing must be the test of the validity—(see Petersdorff's Abridgement, 6, p. 485). Even if there had been any equivocal words in the Bankruptcy Act, all doubt would be dispelled by the comprehensive provision in 32 & 33 Vict. c. 83, s. 20, that none of the rights or liabilities created under the prior Acts should be affected or rendered invalid by the repeal of the Act of 1861, or affect any past operations. Section 91 of the Bankruptcy Act, 1869, did not therefore include settlements made before the 1st January, 1870, but only those made after that date. The trustees therefore were legal creditors, and entitled to prove.

The case had been submitted to Mr. De Gex, Q.C., who said he was of opinion that where an enactment took away rights it was not to be construed as retrospective, unless there were express words to that effect (*vide Moon* v. *Durden*, 2 Ex. 28, *Kimbray* v. *Draper*, L. R. 3 Q. B. 161, 16 W. R. 539). He did not find any words in the 91st section or elsewhere in the Act making that section retrospective. He was of opinion that it was not so, and did not affect settlements made before the passing of the Act.

The REGISTRAR therefore decided to admit the proof.

APPOINTMENTS.

MR. LEWIS PRICE DELVES BROUGHTON, barrister-at-law, has been appointed Registrar of the Archdeaconry of Calcutta, from the 1st January. Mr. Broughton was called to the bar at Lincoln's-inn in April, 1860, and soon after commenced practice in the High Court of Calcutta. He was afterwards appointed Recorder of Rangoon, in British Burmah, but resigned that office last year, when Mr. Francis Housman was nominated to succeed him.

Mr. FREDERICK DUNDAS CHAUNTRELL, solicitor, of Bombay, has been appointed Government Soliciter at Calcutta. This gentleman is better known as Mr. Faithfull, having only assumed the name of Chauntrell within the last three years. He is a son of the Rev. Ferdinand Faithfull, rector of Headley, in Surrey, and a brother of Miss Emily Faithfull, well-known for her establishment of the Victoria Press for the employment of women as printers. Mr. Faithfull proceeded to Bombay about fifteen years ago, and became a partner with Mr. Charles Pollock, who held the office of Clerk of the Crown at Bombay. After practising as an attorney for some years, he was appointed a judge of the Small Cause Court at Belgaum, being afterwards transferred to Ahmednuggur, and then to Bombay. On the arrival of Sir Charles Jackson as President of the Commission sent out to inquire into the circumstances attending the failure of the Bank of Bombay, Mr. Faithfull (who had then changed his name) was selected to be secretary of the Commission, and came to England in this capacity, the Commission being engaged for some months at the India Office in examining witnesses in England. This, of course, brought him into notice at the India Office, and doubtless led to his selection to fill the post of Government Solicitor at Calcutta.

Mr. JOHN MARRIOTT DAVENPORT, solicitor, of Oxford, has been appointed Under-sheriff of Oxfordshire for the present year. Mr. Davenport was certificated in Michaelmas Term, 1830, and fills the offices of clerk of the peace for the county, district registrar of the Court of Probate, and deputy-registrar of the diocese of Oxford. He has served as Under-sheriff for many years past.

Mr. ACTON TINDAL, solicitor, of Aylesbury, has been appointed Under-sheriff of the county of Bucks, for the current year. Mr. Tindal, who was certificated in Trinity Term, 1834, is also Clerk of the Peace for the county, registrar of the Court of the Archdeacon and Commissary of Buckingham, and Clerk to the Magistrates for the Three Hundreds of Aylesbury.

Mr. CHARLES WILLIAM POTTS, of Chester, has been appointed Under-sheriff of Cheshire for the present year. Mr. Potts was certificated in Michaelmas Term, 1837, and is Clerk of the Peace for Cheshire.

Mr. HENRY MOUNTRICH JAMES, solicitor, of Exeter, has been appointed Under-sheriff of Devonshire for the present year. Mr. James was certificated in Easter Term, 1848.

Mr. SILAS GEORGE SAUL, solicitor, of Carlisle, has been appointed Under-sheriff of Cumberland for the present year. Mr. Saul was certificated in Hilary Term, 1859.

Mr. THOMAS MORGAN GEPP, solicitor, of Chelmsford, has been appointed Under-sheriff of the county of Essex for the present year. Mr. Gepp was certificated in Hilary Term, 1830, and holds numerous local offices at Chelmsford.

Mr. HENRY CHILD BEDDOE, attorney, of Hereford, has been appointed Under-sheriff of the county for the current year. Mr. Beddoe is certificate as an attorney was issued in Hilary Term, 1847, and he is solicitor and steward to the Bishop of Hereford.

Mr. THOMAS JAMES HOOPER, solicitor, of Biggleswade, has been appointed Under-Sheriff of Bedfordshire for the present year. Mr. Hooper was certificated in Trinity Term, 1855, and is Registrar of the Biggleswade County Court.

Mr. WILLIAM FRANK BLANDY, solicitor, of Reading, has

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been appointed Under-Sheriff of Berkshire for the present year. Mr. Blandy was certificated in Michaelmas Term, 1851.

Mr. Frederick Tucker Aston, of Commercial Sale Rooms, Mincing-lane, has been appointed a London Commissioner for Administering Oaths in Common Law, and a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Middlesex, also in and for the City of London, and the city and liberties of Westminster, and also in and for the county of Surrey.

Mr. Roland Taylor, of Bolton-le-Moors, Lancaster, has been appointed a Commissioner to Administer Oaths in Chancery.

Mr. David Woolf, of King-street, Cheapside, has been appointed a London Commissioner for Administering Oaths in Common Law.

Mr. George Henry Holt, of Horbury, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the West Riding of the county of York.

Mr. Arthur Wells, of Nottingham, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the town and county of the town of Nottingham, also in and for the county of Nottingham.

GENERAL CORRESPONDENCE.

Appeals from the County Courts.

Sir,—In their 23rd query the Judicature Commissioners ask, "to what cause should the small number of appeals from the county courts be attributed?" and I wish I could honestly answer that question in the complacent language of one of my learned brethren, who does not hesitate to attribute it "to the fact, that, as an all but universal rule, the decisions are satisfactory." For my own part at least I feel that this testimony—to use the mildest phrase—is a *little* too favourable, and I certainly ascribe the paucity of appeals to very different causes from that on which the judge, whose sentiments I have just quoted, seems exclusively to rely. To my mind it arises in great measure from the absence of technical pleading, and from the infrequency of trial by jury. Where pleadings—as in the county courts—are perfectly simple, and are moreover open to almost any extent of amendment, questions of law can scarcely be raised upon *them*; and when jurors are not summoned, there can be no misdirection, and but little opportunity for any serious dispute respecting the admission or rejection of evidence. Again, when a judge is not fettered by the presence of a jury, he can always, in the event of a legal difficulty springing up, adjourn the cause so as to enable him to look carefully into the authorities before he pronounces judgment; and this, of course, gives him a great advantage over any other judge—however superior as a lawyer the latter may be—who is required off-hand to unravel a knotty point of law. A judge, too, who has to decide both law and fact can often, if he feels himself *weak*, avoid any hazard of an appeal by acting on the shrewd advice of Lord Mansfield to the youthful justice of the peace—"Give the best decision you can, but spare your reasons. The decision will probably be right. The reasons are sure to be wrong." Self-confident judges may spurn this prudent counsel, and like to "air their law" whenever they have the chance; but even these gentlemen run far less risk of an appeal than might be expected; for, as a blot is not a blot till it is hit, their errors, if they commit any, may readily escape detection, the ignorance of the judge being protected by the greater ignorance of his audience. Two other causes may be mentioned, each of which has a powerful effect in keeping down the number of appeals. The one is, that in a large majority of county court plaints no dispute in point of law can by any contrivance arise, the only questions being whether a debt is due, what is its amount, and how it can be paid. The other is, that the matter in issue involves generally so small an amount as to hold out little inducement for protracted litigation. A suitor may be grievously dissatisfied with the result of a trial in a county court, and may even feel tolerably certain that the decision is wrong; but still, his first experience of the uncertainty of the law will not encourage him to try his luck again, and a night's reflection will tame his litigious ardour, and "make him rather bear the ills he has than fly to others that he knows not of."

Taking all these causes into consideration, and ascribing to each its fair weight, the almost invariable *finality* of county court judgments ought not to be a matter of surprise, and one is quite prepared for the statement that, last year, out of 11,194 common law plaints for sums exceeding £20, there were but sixteen appeals, while only six appeals resulted from 679 equity suits. I have not here taken into account the 964,146 plaints which were entered for sums not exceeding £20; because, although the Act of 1867 has, for the first time, allowed an appeal in such actions "with the leave of the judge," I believe that that enactment is wholly inoperative, partly, in consequence of the suitors being generally ignorant of its existence, but principally, for the good reason that no provision has yet been made for recovering the costs of such procedure. To decide against a man, and then calmly tell him that, if he chooses to give security for his opponent's costs, he may, at his own expense, prosecute an appeal from the decision, seems to me to savour of mockery; yet this is the measure of justice which has been meted out by the learned draftsmen who have framed "the scale of costs" under section 15 of 30 & 31 Vict. c. 142. When the Commissioners therefore ask, as they do in their 23rd query, "whether the present system of appeal is efficient," I have no hesitation in saying that, so far as the Act of 1867 is concerned, it is the very reverse, and that no time should be lost in carrying out the intention of the Legislature as expressed in sections 13 and 15 of that statute.

Nor is this all; for whether we regard the conflicting enactments and rules which have been promulgated with respect to appeals as they relate to common law, equity, or admiralty proceedings, or examine the different "scales of costs on appeal" which have been sanctioned by authority, we are lost in astonishment at the strange inconsistencies which meet us in all directions. The limited space of a letter will only allow me to deal with these matters "by sample," but the instances I shall give will, I trust, be sufficient to indicate what may be discovered on a careful inspection of "the bulk." And, first, as to the right of appeal. This, at common law, unless with the special sanction of the judge, is limited to cases where the sum in dispute exceeds £20, while in admiralty causes the limit is fixed at £50, and in equity no limit whatever is recognised. Then the notice of appeal must, at common law, be given within ten days after the trial, but in equity thirty days are allowed, while in admiralty proceedings notice is not required at all, but the actual "instrument of appeal" must be lodged in the Registry of the Court of Admiralty within ten days from the date of the decree or order. Again, the appellant must in all cases give security for costs, but in equity the amount is fixed at £10; at common law it is such a sum as the registrar shall approve; and in maritime suits the security that will suffice is left quite uncertain. Then, at common law, the appellant may exercise the very questionable right of selecting his own court of appeal, while in equity the appeal must be heard before the particular vice-chancellor appointed for that purpose. Moreover, different rules prevail with respect to the time of presenting the case, the necessity for the judge signing it whether he approves of it or not, the mode of transmitting it to the court of appeal, and, indeed, with respect to every stage of the proceeding. Such are some of the anomalies which will at once be apparent if we compare on the one hand the Act of 13 & 14 Vict. c. 61, ss. 14, 15, and the common

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law rules of 1867 numbered from 186 to 197, and on the other the Acts of 28 & 29 Vict. c. 99, s. 18, and 31 & 32 Vict. c. 71, ss. 26—31, together with Order xix, of 1867.

An examination of the different "scales of costs on appeal," will be equally unsatisfactory; for not only do they differ substantially from each other, as they respectively apply to equity and common law, but they are in themselves essentially absurd. Let us just imagine rules which, in a simple matter of appeal give, at common law ten, and, in equity, eight separate stages at which costs may be demanded by the appellant's attorney, and this too, when the whole amount which he can receive ranges from two and a-half to three and a-half guineas. Let us further imagine rules which, being thus minute in defining and sub-dividing the appellant's costs, are wholly oblivious of any charges to which the respondent may be entitled. If we bear all this in mind we can form a tolerable estimate with respect to the inefficiency of our present system of appeal, and that without at all calling in aid the somewhat crude suggestions contained in the eight questions of the Judicature Commissioners, which immediately follow the twenty-third. Without citing those questions at length, I may be permitted to state emphatically, that I utterly disapprove of any appeal on matters of fact, or on interlocutory proceedings, and that, in my judgment, any attempt to substitute the judge's notes for the special case, or to empower the judge to reserve questions for the opinion of a superior court, would be extremely mischievous. I am anxious that the practice relating to appeals should be made sensible, and uniform, and efficient, but I am not anxious that too great facilities should be afforded for appealing. The old maxim, "Interest reipublicæ ut sit finis litium," may be bad Latin, but it is excellent sense.

A Metropolitan County Court Judge.

County Courts.

Sir,—I beg to give your readers the following statement of facts:—

In December last some clients of mine issued a plaint under section 2 of the County Courts Act, 1867, for a debt of £17, the fee on which was £1 2s. The defendants were a company. No. 58 of County Court Rules points out the method in which service is to be effected. The summons is to be delivered to a secretary of the company at the registered office of the company.

The summons was sent to the bailiff of a foreign county court for service, and an affidavit was sent up that he had *duly served the summons by delivering the same to the defendants' manager, Mr. ——, personally.*

The registrar sent a notice to the plaintiffs in pursuance of the Act, stating that the defendants *had been served*, and had not given notice of their intention to defend.

On the return day the plaintiffs sent to the court and asked if they were entitled to judgment and execution. They were told "Yes; the further fees will be £2 12s." The fees were paid, and the execution was levied in the country, and at once paid out, and the money paid into court. The defendants then applied that the judgment might be set aside and a new trial had, on the ground that the defendants knew nothing of the matter until the execution was levied. Three days' notice of the application was given. On receipt of the notice from my clients I went to the office of the county court, and pointed out that the Rules required *seven* days' notice, but was told that if I did not attend the application would be granted, that being the *practice*.

On the making of the application I attended the Court and asked for an adjournment, that I might make inquiries in the country, and I pointed out to the judge the rule under which I was entitled to seven days' notice. His reply was, "I will adjourn it at your expense." The application was then proceeded with, and the defendants produced evidence clearly showing that the defendants were never served at all, and that the person alleged in the affidavit of service to be their manager was not their manager. It was also stated that the bailiff, instead of serving the summons at the office of the company, had given it to the person he chose to call the manager in the office of the county court. Upon that evidence the judge set the judgment aside, ordered the money paid into court to be paid out to the defendants, and ordered plaintiffs to pay the costs of the application, which were over £6, stating in reply to my remonstrance that the judgment was entirely the act of the Court—"You have proceeded on an insufficient affidavit, and must take the consequences."

I subsequently applied to the judge under the County Court Rules for an order directing the bailiff to pay the plaintiffs the costs they had incurred through his default—viz., the £2 12s. and the £6 odd.

The judge, on my showing him the Rules giving him the authority, declined to make the order, saying "You have improperly obtained a judgment, and now you ask me to make an order on this man in his absence. Such a rule ought never to have been made, and it shows great want of caution on the framers of the Rules."

Such, Sir, is a plain statement of the facts of this case.

The plaintiffs are obliged by the law to rely on officials. The officials are well paid and practically irresponsible, for it is not worth while to sue one official in the court of another, and throw good money after bad. The out-of-pocket costs of obtaining a judgment and execution in the superior courts are about £1, and the plaintiffs have the advantage of legal assistance, and have their remedy against their attorneys for negligence. The attorney would search for appearance or the defendant must give notice of it, and there could not be such a miscarriage as that I have described.

It seems, therefore, to my humble judgment that county court law is three times as expensive as and much worse than any other.

I may mention that the costs allowed to me as against the defendants, supposing the proceedings to have been successful, would have been 11s. 8d. But, irrespective of the question of costs, surely something ought to be done to enable the suitors to look after their own business, or employ some one whom *they* can trust to attend to it for them.

A Solicitor who has Practised in the County Court for the Last Time.

Assurance Companies and their Amalgamations.

Sir,—In answer to the observations of "A Barrister" contained in your number of the 5th February I submit the following remarks:—

Your correspondent seems to think that he has discovered a technical point, by which shareholders of amalgamated companies may get released from their engagements with their policyholders, and throw upon them the loss occasioned by the insolvency of the liquidator selected by themselves, without consulting their policyholders. I think, however, it is clear, from the reasons given in the able judgments of the Lord Chancellor, the Lord Justice Giffard, and the Vice-Chancellor James, in the matter of the Family Endowment Society, that they will not succeed in this, for, although these judgments only refer to the case of an annuitant who had received money from the amalgamating company, it is quite plain to any legal mind that the reasons equally apply to the policyholders who have paid premiums to that company in respect of the policies of the Family Endowment Society where no new contract has been entered into, and that the mere payment of the premium to the amalgamating company by the direction of the amalgamated company, cannot be treated as an acceptance of the security of one company in lieu of that of the other. The Lord Chancellor observed "that which is to be proved is that a creditor having an instrument upon which he can rely as creating a right of suit against all the assets of the society with which he deals, including all the unpaid calls for which the proprietors are liable, has abandoned that definite claim for a claim upon the assets of a company with which he has no direct contract, including the liability, *if any*, of the shareholders in that company for calls." And further, "that there would be nothing necessarily inconsistent with the union of the society and the company that the company should keep the assets (amongst which, of course, are the premiums accruing due upon policies) distinct from their own, and should, as agents of the society, make out of such assets all the payments to which they were liable, and which might not otherwise be provided for by the acceptance, on the part of the creditor, of a substituted policy or grant, whatever the arrangements might be as to the balance": 18 W. R. 268. "A Barrister" says that prudent policyholders might have

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insisted on taking their receipts in the name of the original insurers. If this means, get the signature of the amalgamated company, this was simply impracticable; but what better receipt can they have than the receipt for the premium paid in respect of a policy of the amalgamated company?—which must be the form of a receipt if a new policy has not been granted, and from which it cannot be inferred that by taking such receipt the policyholder has abandoned the policy to which it refers. It would, of course, have been easy for either the dissolved or the amalgamating company, as the Lord Chancellor observes "to have stated the terms upon which the premium was received;" but this would not have been suitable to the tactics of either company, for in such case their arrangements would probably have been disturbed by legal proceedings. Their scheme, of course, was to let matters go on quietly, leaving the policyholders to believe that their rights were not to be disturbed. In the case of the Family Endowment Society, the name of that society was actually added to the name of the Albert Company, until several premiums had been paid to the company. Supposing then that the company had made to the policyholders of the society the proposal which they now seek to say that they accepted without knowing what it was—that is to say in so many words, that a subscribed capital of £500,000 of a society composed of wealthy men (of which £20,000 only had been paid up), whose liabilities were limited, in consequence of its having ceased to carry on business, should be given up, and in lieu of it the security of a company taken whose subscribed capital was only £500,000, a large portion of which had been paid up, with liabilities of its own and of more than twenty amalgamated companies, to meet the liabilities of which the capital probably of ten millions was originally provided—does "A Barrister" think that any man in his senses would have accepted, without any consideration, such a proposal? Yet this is the arrangement which it is sought to enforce upon the policyholders, by inference, without knowing what it was, and without having given them the option of paying the premiums on their policies, in any other way than to the amalgamating company.

Now, Sir, let us come to the new point raised by "A Barrister," which is to have the effect of releasing the shareholders of the amalgamated company from their written contract. Your correspondent says that if the arrangement is *ultra vires* it is simply void, and consequently that all arrangements founded upon it are equally void; but he does not touch the question whether the arrangement be *ultra vires* of both companies or *ultra vires* of the amalgamating company—in which case he would have to maintain that the contracting company is able to get rid of its contract by giving its contract by giving to its policyholders a piece of waste parchment in lieu of their policies. Let us however take the point as he raises it and apply the facts. The deed of settlement, he is aware, is binding not only as between the shareholders themselves, but also as between the policyholders and the shareholders, for their policies refer to it. This deed contains clauses by which, when the company is dissolved, proper arrangements are to be made for meeting its outstanding liabilities, and for receiving its assets, among which are the premiums on the policies. Moreover, the policies themselves impose an obligation on the society to provide for the receipt of the premiums payable under it when due; then, if the arrangement with the amalgamated society be *ultra vires*, the shareholders who assented to the arrangement have been parties to a breach of contract by the society of which they were members, by shutting up their office without fixing any place for premiums being received, as well as to a direct legal fraud upon their policyholders, whereby the assets which ought to have been set apart to meet their claims have been misappropriated. *After* they have done this, is the society, having broken its contract, to be allowed to turn round upon its policyholders and tell them that they have broken their contracts by not doing that which the society has not afforded them the means of doing? It is not even open to "A Barrister" to say that this is not the act of the society, for it was the duty of the society to have appointed a place for receiving premiums, which (assuming the arrangement to be *ultra vires*) it did not do. But, even if this were not so, in almost all cases the body of shareholders were parties to and sanctioned the arrangement; and, in the case of the Family Endowment Society, I believe they all did, for I am told that, out of the moneys which belonged to the policyholders, they paid compensation-moneys and received back £4 per share, which they had already paid as part of their subscribed capital. A court of equity never could allow a shareholder who had sanctioned such an arrangement to set up such a defense against the payment of a claim of a policyholder.

"A Barrister" admits that it will entail much hardship—and I think he might have added that it would be a gross violation of all legal principle—if a policyholder can be forced to exchange one security for another, without a voice in the matter. But here again he has not well considered the facts; if he had, he would have found that in most cases this is what is really attempted to be done, no option having been given to the policyholder to continue to pay his premiums to the contracting company otherwise than through the medium of the amalgamating company. He says he may, if he pleases, elect to keep his own security by refusing to accept a receipt in the name of the new company. But to whom can he give such a refusal? Not to the contracting company, which has closed its doors. He could not make it to the amalgamated company; because, as he says, the arrangement with that company, was *ultra vires*. The policyholder does, however, get a receipt for the premium; and such receipt is for the premium due on the policy granted by the contracting company. The Lord Chancellor observes, in the case of the annuitant, the receipt was given by the amalgamating company in respect of the original grant; and asks, Why should the annuitant be led to suppose in thus acting that the new company are not acting as agents for the society? And so, in the case of the policyholder, the receipt being given by the new company for a premium due on the *original contract*, why should the policyholder be led to suppose that, in thus acting, the company to whom he pays his premiums is not acting as agent for the society, to receive its assets and discharge its liabilities? The next option, says "A Barrister," the policyholder has, is to sue the company with whom he contracted in case of a refusal to accept the premiums; but the same answer applies to this as to the previous option: how is he to get such a refusal, the office of the company being closed? and how is a policyholder, being kept in ignorance of the particulars of the arrangement between the society and the company, to assume, so as to justify him in bringing an action, that the company has not authority to give a proper receipt? The Lord Justice Giffard says:—"It was not incumbent on the creditor to make inquiries as to the terms of the arrangement between the society and the company; the arrangement might well have been, and in the absence of the creditor ought to have been, that the assets of the society should remain liable under the grant. It was incumbent on those who desired that the old contract should be superseded by a new one to make proposals to that effect or take steps for that purpose, but they forbore or neglected so to do." Nothing could have been easier than for the new company to have offered such a receipt, but it did not suit its purpose to do so. Lastly "A Barrister" says that the policyholder could have obtained an injunction; but here again what are the facts? The assets of the old company had been handed over and the whole arrangement completed before the policyholder knew anything at all about the matter; what then becomes of the remedy by injunction?

In conclusion "A Barrister" remarks in a postcript that the point has, since he wrote, been decided by the Vice-Chancellor Malins. I will not venture to discuss what was decided by the Vice-Chancellor, because I have not the facts before me; but of this I am sure that he did not decide that where a receipt, given by the amalgamating company, was given in express terms for a premium due upon a policy of the contracting society, that an inference is to be drawn from the payment of the premium on such a receipt directly the reverse of what the receipt expresses, viz., that the premium is paid in respect of a new contract with the amalgamating company, and an abandonment of the original contract, which the policyholder is still allowed to retain without comment. There was also a further incident in the case before the Vice-Chancellor Malins, namely, that the policyholder had sent his policy to the amalgamating office to have the liability of that company endorsed upon it. There was, therefore, in that case a new contract by the endorsement, from which it might be inferred that the policyholder had accepted the security of the new company in lieu of the old one. There have been some endorsements made upon policies of the Family Endowment Society, but they do not state that the new security was taken in lieu of the old one. If, therefore, the subsequent receipts do not

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refer to this contract as accepted in lieu of the former contract, it may reasonably be inferred that it was intended that the policyholder should have the security both of the society and of the company, and not be obliged to proceed against the contracting company, leaving that company to recoup itself by means of the indemnity given to it by the other company—an arrangement quite consistent with the amalgamating deed.

ANOTHER POLICYHOLDER IN AN AMALGAMATED COMPANY.

MR. LOVESY'S BOOK ON THE NEW BANKRUPTCY LAW.

Sir,—Our attention has been drawn to the letter of "A Solicitor" in your impression of the 19th ult., in which the writer complains of having been misled by the advertisement of Mr. Lovesy's book on the New Bankruptcy Law.

We beg to say, in explanation, that the original advertisements of the work expressly stated that it would contain, as the author intended it should, "so much of the Debtors Act, 1869, as related to bankruptcy," and that the omission of these words in subsequent notifications was an oversight and purely accidental.

To remedy the alleged defect we propose to print copies of the entire Debtors Act, of uniform size with the book, which will be supplied gratis to purchasers, and in all copies issued by us in future, this addition will appear by way of appendix.

We think we are justified in stating that three instances only (including the case of your correspondent) have come to our knowledge in which any objection to the work has been taken upon this ground. KNIGHT & Co.

90, Fleet-street, March 2.

LEGAL CONFISCATION.

Sir,—I have a still more strange and a real case, than that referred to in your article.

The history of the case is this:—A lease of 11th January, 1711, demised the lands of B. & C. for lives renewable for ever. This lease was turned into a fee farm grant on 30th April, 1852, the rent under it being £25 11s. 7d. Another portion of B. was held under a lease and fee farm grant of a different date subject to a rent of £9 14s. 11d. The two rents were vested in two distinct and separate persons.

A declaration of title was sought for these and other lands, and on the face of the statement of title (which I have seen) it is stated that these lands are held under two fee farm grants and subject to the rents, but strange to say by a declaration of title of 5th April, 1865, it is declared that the owner "is entitled to a fee-simple of the lands of B." and a fee farm rent out of the lands of C., and it makes the lands of C. subject to the two rents of £25 11s. 7d. and £9 14s. 11d., the fact being as before-mentioned that the £9 14s. 11d. was never chargeable on the lands of C. at all, that the owner of the rent had no right of any kind to the lands of C., and that the owner under the grants (of whom my client is assignee) has got the fee-simple of the lands out which the rents were payable.

The fee farm grants by which the rents are reserved contain covenants against alienation.

An action has been brought against my client, and the pleas are, that we have, in fact, got the fee-simple of the lands out of which the rents are payable under the declaration of title.

I think you will agree with me that this is as strange a case as that of a judge granting a conveyance to his son as alluded to in your article. N.

Dublin.

THE "ATROCIOUS TAXES" UNDER SECTION 2 OF COUNTY COURTS ACT, 1867.

Sir,—Your correspondent "A Metropolitan County Court Judge" very properly denounces the taxes levied under the above-quoted Act. I know of no reason why these taxes should be levied at all, but there is, I think, one thing worse than levying taxes improperly, and that is spending them improperly. The section has the effect of relieving registrars of a portion of their labours and transferring it to their clerks; but the "taxes" all (except the bailiff's share) go into the pockets of the registrars. It seems to me to be quite a curiosity of legislation to diminish a registrar's duties and to raise his salary as a compensation.

The whole system of payment by fees is inherently vicious, and the very worst part of the county court organisation. Under it we have a registrar lecturing the suitors court-day after court-day, urging them to take their proceedings under this precious section 2, which means paying extra court-fees to the registrar, and which by process of law are extorted from poor defendants. In the case alluded to by your correspondent, an exact counterpart of more than one I know of myself where the registrar gets about £100 added to his previous £700 per annum, his eight or ten clerks work overtime to earn the £100 without a farthing of remuneration.

These observations of course only apply to courts issuing over 6,000 plaints per annum, where registrars are paid by salary chiefly; but in the smaller courts, where the whole payment is by fees, something even worse goes on. Registrars are known to tout not only for the issue of process under section 2 but also for the ordinary business, because every 25 summonses beyond a certain number adds £4 to the registrar's income. Thus the registrars are directly interested in promoting litigation. The Judicature Commission ought to sweep away the whole of this system of payment of officials by fees. AN OLD HAND.

P.S. The Commission seems to be relying for information upon the superior officials of the courts in written answers to questions; would they not learn a great deal more by a *viva voce* examination of a few scores of the inferiors on the spot? I know they are only getting part of the truth at present.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 25.—The *Naturalisation Bill* was introduced by the Lord Chancellor.

Feb. 28.—The *Sunday Trading Bill* passed through committee.

March 1.—The *Sunday Trading Bill* was reported with amendments.

On the *Judges' Jurisdiction Bill* being reported,

The Lord Chancellor said it had been suggested to him that the consent of the chief judge being now required to the sitting of one of his puisne judges in another court, the letter requesting such assistance should be sent to the chief judge of the court from which assistance was required, instead of to the puisne judge. He would accordingly propose that clause 2 be modified in this sense.

The amendment was agreed to, and the report was then received.

March 3.—The *Naturalisation Bill*. The Lord Chancellor moved the second reading. He described the bill as carrying out the recommendations of the commission who lately reported.

Lord Westbury said the true principle was this. We ought not to accept a man as a subject by naturalisation unless it had been previously ascertained that the laws of his own country accorded him the necessary permission. Any agreement with regard to nationality could not be produced without a general *consensus* of European States on the subject. For that agreement we might have some time to wait, but they might depend upon it that until that consent had been obtained the result would be that any attempt to deal with the question would result in aggravating instead of diminishing the existing evils. Evil resulting from a system of double nationality was in truth an evil which they were bound as far as possible to remove, but he doubted whether the bill now under consideration would have that effect. The difficulties connected with the subject were apparent throughout the bill. In the first paragraph, for instance, they would find the system of double nationality. It was limited undoubtedly to British subjects who became naturalised in foreign countries, but we gave what might possibly prove a very large class the privilege of being restored to British nationality, and that without the consent of the country which might have adopted them, and in which they might be naturalised. What it was proposed to do was to tell these persons that they might, if they chose to make a certain declaration, be remitted to their former status, as if it had continued without interruption, with the limitation that within the State where they had been naturalised they should cease to be deemed British subjects unless they had ceased in pursuance of the

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laws thereof to be the subjects of that State. But if they had chosen to go abroad and be naturalised, why should they be at liberty to drop the *status* they had acquired without the consent of the country from whom it had been obtained? Again, the 6th section enacted that an alien who obtained a certificate of naturalisation would in the United Kingdom be entitled to all political rights, powers, privileges, and so forth, with the exception that when within the limits of the foreign State of which he was a subject previous to the granting of the certificate, he should not be deemed a British subject unless he had ceased to be a subject of that State in pursuance of the laws thereof. This would leave open a very fruitful source of controversy. A certificate granted under the present system carried no powers beyond the British dominions. The *status* of a British subject which it conferred dropped from the shoulders of its possessor the moment he quitted our shores, and when abroad he had no claim to be regarded as a British subject at all. That precedent had not been followed in this bill, which, as at present framed, he feared, would give rise to complaints on the part of foreign States.

The Lord Chancellor said the suggestions made should receive every consideration. The matter had, in fact already been under consideration, and the reason why the two years' limit had been imposed was that it was thought there would be something harsh in preventing a man from returning to his original allegiance in case he felt disposed to do so within that time.

The *Sunday Trading Bill* was read a third time and passed.

The *Judges Jurisdiction Bill* was read a third time and passed.

Election of Churchwardens.—A bill by Earl Beauchamp to extend the area in small parishes from which churchwardens may be elected, was read a first time.

HOUSE OF COMMONS.

Feb. 22.—*Bribery at Beverley.*—Mr. Eykyn asked whether the William Henry Cook scheduled as a briber in the report made to the House of Commons by the commissioners to inquire into corrupt practices at Beverley, was the same person as William Henry Cook, Esq., Q.C., now one of the judges of the county court for the county of Norfolk; and, if so, whether he was not, under section 45 of 31 & 32 Vict. c. 125, rendered incapable, as being found guilty of bribery, of holding any judicial office; and, if in the judgment of the Government the statutable incapacity does not attach without further proceedings, it was the intention of the Government to institute such proceedings as might be necessary, in the present state of the law, to subject the person so scheduled to the disqualification imposed in the said Act?

Mr. Bruce said as the evidence on that subject was delivered only that morning the Government had not had an opportunity of considering the matter in order to see how far the description given in the hon. gentleman's question was accurate in its reference to Mr. Cook. But with respect to the application of the Act it appeared extremely doubtful whether the section in question had the force the hon. member supposed.

Visitation Fees.—In reply to Mr. Lopes, Mr. Bruce said the Government had not discovered any fund on which they could charge those fees which had hitherto been recoverable from the churchwardens.

Stamps on Leases.—Mr. Bourke called attention to the alteration made in the administration of the law in respect of stamps upon leases, and asked the Chancellor of the Exchequer whether the Government intended to propose any remedy for the hardships and anomalies of the existing law? He had received communications from Manchester, Birmingham, Liverpool, and other large towns, relative to the present condition of the stamp laws, and he did not think the Government, if they intended to introduce a bill on the subject, could object to his bringing forward a motion which really showed the strong necessity for amendment and consolidation. About fifteen years ago an Act was passed which contained certain clauses in regard to the stamp laws. The practice under that Act, taken in connection with other Acts, was to charge an *ad valorem* stamp, calculated in round money, on every document properly called a lease. The practice was perfectly well known and uniform, sanctioned over and over again by the authorities of Somerset-house in the most formal manner. To use the expression of the Chancellor of the Exchequer, the customary interpretation applied to those documents was that *ad valorem* stamps, and *ad valorem* stamps alone, were imposed. The authorities at Somerset-house not only applied this customary interpretation to those documents, but they formally adjudicated on the subject. In 1850 an Act was passed which enabled any one having a doubt about the proper stamp to be put on any document to bring it to Somerset-house and obtain the opinion of the Inland Revenue Board on the subject. Some years ago a lease with an *ad valorem* stamp was taken to the Board of Inland Revenue, and it was decided that that was the proper stamp to be applied to such a document; but in last December a Government notice was issued, requiring in future, in respect to documents of that nature, the additional stamp of £1 15s., besides the *ad valorem* stamp. A gentleman, who demurred to this new practice, applied to the Court of Exchequer, and that Court decided that the former customary interpretation at Somerset-house was wrong, and that the new interpretation was right. According to this decision there could be no doubt that at least 1,000,000 documents in this country were at the present moment erroneously stamped, were consequently useless for legal purposes in a court of law, and invalid for giving a good title to land. He needed not to enlarge on the dismay which that decision had caused, or on the trouble and expense which must occur if a remedy were not applied. It might be said that everyone was bound to know the law, but if ignorance there were, it was not the ignorance of the suffering public, but of the Government department. He trusted that the Government would prevent a retrospective effect being given to the decision he had referred to, and would introduce a bill providing that the documents in question now improperly stamped *ad valorem* should be considered valid for all purposes, notwithstanding they did not bear the 35s. stamp. This new tax, which was only imposed last December, was felt as a peculiar hardship in the case of leases of small property, and fell heavily on the whole of the building trade, which was at present in a greatly depressed condition.

Mr. O. Morgan was confident if the letter of the Act were looked at, the reasoning which applied to building leases would be found also to apply to mining and agricultural leases. Every lease contained a covenant, and was made for a valuable consideration, and he believed the result of the decision of the Court of Exchequer would be to invalidate every lease in the country. Who was to bear the expense of setting that right? It was very hard upon a man who bought leases fifteen years ago to find that he could not make them available unless he paid 35s. on each. There were those to whom that sum was a serious consideration, and when you came to multiply it by 50 or 60, you made it a serious matter for another class, while a million times 35s. was a very large sum indeed. He was aware that this was a two-edged argument, and that the grand total would be valuable to the Chancellor of the Exchequer, and would enable him to take a penny off the income-tax. If that could be done by fair means he should not object; but this was a case in which the Government and the Legislature were bound to take retrospective action, upon the simple ground that it was the duty of the Legislature to make these fiscal enactments plain, and not leave them to be pitfalls for the unwary. It was not right to allow an accidental slip in an Act of Parliament to be made use of by the Executive, as it might be in a country attorney's office.

Mr. Dodds had received many communications on the subject and was warranted in saying that the judgment of the Court of Exchequer was not acquiesced in by the lawyers of the country generally; there was a strong impression that, if the matter were carried to another court, another decision would be arrived at. In 1845 a decision was given in *Nicholls* v. *Cross*, which was similar to *Boulton's case*. A lease had been granted of a piece of land at a yearly rent of £8; there was a covenant to build a dwelling-house of the value of £150; the lease was stamped with the lease stamp; and the question arose whether, in consideration of the covenant, the lease was not liable to additional duty. The Court of Exchequer held that the lease was sufficiently and properly stamped, and did not require an additional stamp. This remained the law down to the passing of the Act in 1854. It would be contended, of course, that the new Act was framed in terms different

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from those of the old one; but if it had been intended to make such a change as this the officials of Somerset-house would have taken care that every lease which came before them was impressed with an *ad valorem* stamp as well as a lease stamp. This Act was somewhat of a penal character, and it ought to be construed strictly in favour of the subject.

The Chancellor of the Exchequer said that about four years ago the Board of Inland Revenue discovered the mistake they had made, and from that time they had uniformly enforced this thirty-five shilling duty. He made that statement on the authority of the officials of the Board of Inland Revenue. It had been said, with considerable justice and force, that when the body appointed to collect these taxes has held, in the first instance, that only a certain sum of money is due and a certain stamp is required, and has in that way misled the public, it will be hard to interfere and go back and insist upon the proper stamps being affixed. We are bound to obey the law, and if those who are intrusted with the administration of the law misconstrue the law and mislead the public, they are most reasonably called upon to bear the injury inflicted upon them by the mistakes of their officers. Therefore as far as regards what had been done during the time the Board of Inland Revenue misunderstood the law and acted on an erroneous interpretation of it, the Government would not be disposed to enforce either the taxes or the penalty. But it seemed exceedingly difficult to pass a retrospective Act. How could they be at Somerset House enforcing the law, obliging persons to pay the duty, and deciding, as had been repeatedly done for four years, that this 35s. stamp must be affixed, and, in deference to the feelings of hon. members, remitting to other persons the very tax they have been during that time enforcing. This would be an injustice and an unfairness. He was not a Court of Appeal to review the decisions of the Court of Exchequer. But the Court itself seemed to have been satisfied. The Lord Chief Baron was reported to have said that the case was free from doubt, and Mr. Baron Martin, in commenting upon the Act of Parliament, said he should not be at all surprised if it were intended by the Legislature to aim at these very leases. As to the penalties, this being an honest mistake, it would be wrong to enforce them. But in the absence of any authority to the contrary, they must obey the law when once clearly declared, and while foregoing the penalties collect the tax from the period when it had been collected on that principle by the Board of Inland Revenue. At the same time the subject was well worthy of consideration in the future. It would be his duty to call the attention of the House in the course of this session to the whole subject of the stamp laws, and then the House might perhaps be of opinion that this duty was altogether of larger amount than ought to be levied.

Mr. Denman said the decision had taken the whole country and profession by surprise, and the solicitors were completely paralysed by it. Though the answer of the Chancellor of the Exchequer was satisfactory as regarded the future, it was most unsatisfactory as to the intermediate periods, and would leave the practice very vague and uncertain. A lease could not be given in evidence unless the Legislature made it admissible. Was a judge to accept or reject a document which, according to this decision, bore an insufficient stamp? According to law he must reject it. He would apply the test of whether people had notice that the law was to be enforced, but how could any judge decide that a particular deed was stamped with or without notice? It would be impossible for him to enter into such an inquiry; but, on the other hand, it would be most unfair to make any man suffer unless you could bring home to him a knowledge of the decision of the Commissioners four years ago. They had not received any promise from the Chancellor of the Exchequer that he would deal with the period down to the four years. (The Chancellor of the Exchequer. —"Yes, I promised to do so.") That was satisfactory so far, but he did not think the right hon. gentleman could in fairness draw a distinction between the cases before and after the four years.

The Chancellor of the Exchequer said the intention was this:—For the period during which the law and the practice of the Revenue Department have been in unison they proposed to collect the revenue just as if there had been no question at all about it—viz., the *ad valorem* duty and the 35s. stamp. They had been collecting it during the four years, and if they exempted persons who had not paid they must refund. The Bill of Indemnity should be brought in without unnecessary delay.

Mr. Lopes said the Chancellor of the Exchequer was under a misapprehension when he stated that the duty had been demanded during the last four years. He had presented a petition from a numerous body of solicitors stating that up to the time of *Boulton's case* this 35s. had in no instance been demanded.

The *Clerical Disabilities Bill* was introduced by Mr. Hibbert.

The *Revesting of Mortgages Bill.*—Mr. Dodds said it had been found desirable to alter the principal clause in this bill to such an extent as to render necessary a change in the title of the bill itself. The order for the second reading was, therefore, discharged.

March 1.—*Parliamentary Registration.*—Mr. Dodds introduced a bill.

March 2.—The *Life Assurance Companies Bill.*—Committee. Clauses 1 and 2 (title and interpretation of terms) were agreed to and progress reported.

March 3.—The *Stamp Duty on Leases Bill.*—The Chancellor of the Exchequer said that in pursuance of the pledge he gave a few days ago in reference to the statement which had been made respecting the law concerning stamps on building leases, he had instituted inquiries on the subject, and had, in consequence, been satisfied he might not do complete justice by doing that which he had previously thought would be sufficient. He had considered the case carefully, and was now convinced that the indemnity must extend to the period when the decision was pronounced by the Court of Exchequer, and the object of the present measure was so to extend it. Then it was necessary to provide for future cases. The House was aware that he was under an engagement to bring in a bill on the stamp laws, and it was necessary to bridge over the period between the introduction of that bill and the present time. He had, therefore, anticipated matters, and as that bill would contain a clause reducing the stamp duty on building leases from 35s. to 10s., he had thought it convenient to make that reduction by the present bill, instead of leaving the duty at 35s. in the interval. The measure which he now asked for leave to introduce contained two clauses, the first extending the indemnity to the time pronounced by the Court of Exchequer, and the second fixing the duty on building leases at 10s. instead of 35s.

The bill was read a first time.

PENDING MEASURES IN LEGISLATION.

A Bill to Extinguish the Estates of Mortgagees on Payment of the Mortgage Debt.

Whereas it is expedient to exonerate the owners of real property from the expense of getting a re-conveyance of a satisfied mortgage estate:

Be it enacted, &c.:—

1. When any person now or at any time after the passing of this Act, competent to give a discharge for the moneys for the time being due on any mortgage or other security, shall by some writing acknowledge or declare that the same have been paid or satisfied, then and thereupon and thenceforth the hereditaments comprised in such mortgage or other security, whether the same be of freehold, copyhold, leasehold, or other tenure, shall be held for the same estates or interests, and in the manner and right in all respects as the same would have been held had such mortgage or other security never been made.

2. *Every such writing as aforesaid shall be chargeable with the same stamp duty as would have been payable upon a re-conveyance of the mortgaged property.*

3. In the case of lands of copyhold or customary tenure such writing as aforesaid shall not operate to extinguish the estate of the satisfied mortgagee until a memorandum of the satisfaction of the mortgage debt be endorsed on the Court Rolls, and such memorandum shall be so endorsed by the steward of the manor upon production of such writing as aforesaid, and upon the signature thereto being verified by affidavit, and for endorsing the same, the lord of the manor and his steward shall be entitled to the same fees as they would have been entitled to in case the mortgage security had been transferred instead of extinguished.

4. The word person in this Act shall mean any one person or any number of persons, and any corporation aggregate or sole.

5. This Act shall not extend to Scotland.

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OBITUARY.

SIR JAMES S. MENTEATH, BART.

The death of Sir James Stuart Menteath, barrister-at-law, of the Middle Temple, took place at Mausfield House, Ayrshire, N.B., on the 27th February. Sir James Menteath was born in 1792, and was therefore in his seventy-eighth year. He was the eldest son of Sir Charles Granville Stuart Menteath (who was created a baronet in 1838), by Ludivina, daughter of Thomas Loughnan, Esq., of Madeira. Sir James was educated at Rugby, and became a member of the Faculty of Advocates in 1816, in the same year that Lord Colonsay and Lord Ivory were admitted to the Scotch bar. He afterwards entered as a student of the Middle Temple, and was called to the bar by that society in May, 1834. He has been a deputy-lieutenant of Dumfriesshire since 1828, and is the author of a work on the geology of the Snowdon range. A younger brother of the deceased baronet is Mr. Charles Granville Stuart Menteath, who was also called to the bar at the Middle Temple in June, 1829. This gentleman now becomes heir-presumptive to the baronetcy, the late Sir James having left no family, and being succeeded in the title by his nephew, James Stuart Menteath, who was formerly an officer in the 17th Lancers. The deceased baronet married, in December, 1846, Jane, daughter of Sir Joseph Bailey, Bart., and succeeded his father, as second baronet, in December, 1847.

MR. A. RUNNACLES.

The death of Mr. Anthony Runnacles, solicitor, of Brighton, took place there on the 23rd of February. Mr. Runnacles was a native of Harwich, having been the eldest of the surviving sons of Mr. Harcourt Runnacles, of that place. He was certificated as a solicitor in Hilary Term, 1851, but did not begin practice at Brighton till some years afterwards. Mr. Runnacles leaves a mother, five brothers, and three sisters surviving. He was in his forty-third year at the time of his death.

MR. G. FINCH.

We have to record the death of Mr. George Finch, solicitor, of Craven-street, Strand, and of Gloucester-street, Hyde Park, who expired on the 23rd February, in his forty-second year. The late Mr. Finch was certificated as a solicitor in Easter Term, 1850, and was a member of the legal firm Fladgate, Clarke, & Finch, of Craven-street, Strand.

MR. C. J. JONES.

Mr. Charles James Jones, solicitor, of Spital-square, Norton Folgate, died on the 21st February, at the age of seventy-three years. The late Mr. Jones was certificated in Hilary Term, 1843, and since 1860 has carried on business in partnership with his son, Mr. William Lucas Jones, the firm being styled C. J. Jones & Son.

SOCIETIES AND INSTITUTIONS

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this Association, was held at the Law Institution, London, on Wednesday last, the 2nd inst. Mr. J. S. Torr in the chair.

The other directors present were, Messrs. Hedger, Park Nelson, Shaen, and Sidney Smith. Mr. Eiffe, secretary.

A sum of £100 was voted in grants of assistance to necessitous applicants, widows and daughters of deceased solicitors. Forty-one new subscribers were elected, twelve as life and twenty-nine as annual members, and other general business of the Association was tranacted.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on Tuesday, the 1st inst., Mr. Austin in the chair, the following question was discussed :— Is accord and satisfaction with a person injured a defence to an action under 9 & 10 Vict. c. 93, by his representatives after his death? The question was opened by Mr. Appleton, and after a discussion in which eight members took part, was decided in the negative by the chairman's casting vote, the votes on either side being equal. Two gentlemen were proposed as members. The number of members present was fourteen.

ARTICLED CLERKS' SOCIETY.

At a meeting of this Society held in the Hall of the Honourable Society of Clement's Inn, Clement's-inn, Strand, on Wednesday last, with Mr. E. D. Eagles in the chair; Mr. George Lewis moved, "That the laws relating to patents require amendment."

After an animated discussion the motion was carried by a majority of six.

EQUITY AND LAW LIFE ASSURANCE SOCIETY

The annual general meeting of the shareholders in this society was held at the society's house, 18, Lincoln's-inn-fields, on the 25th ult., George Lake Russell, Esq., in the chair.

Mr. T. B. Sprague (the actuary and secretary) read the advertisement convening the meeting, and the report of the directors.

The following is a copy of the report:—

The past year closes the fifth quinquennial period for which the society has existed, and the directors, in making their annual report to the proprietors, think it well to extend their review to the operations of the whole of the five years.

They have again the satisfaction of reporting that the new business of the year has exceeded that of any previous year. There have been 184 new policies issued, insuring £370,495 2s. 8d. The new premiums thereon amounted to £13,923 11s. 9d., in which however it should be stated, there is included an unusually large amount of single premiums, viz.—£3,952 11s. 11d. The amounts paid away for new re-assurances have been, in annual premiums, £573 3s. 3d., and in single premiums £1,141 14s. 10d.; so that deducting these, the net new business has been, annual premiums, £9,397 17s. 7d., and single premiums, £2,810 17s. 1d.

The total premiums of the year amount to £101,541 6s. 8d., and the interest on investments to £30,795 4s. 4d. Sundry small receipts raise the income to £134,307 16s. 11d., exclusive of £2,352 10s. received for the purchase of annuities. The outgoings of every description were £83,819 0s. 11d., and the increase of the assets in the year is therefore £52,841 6s.

In the last five years, the amount of the assets has increased from £443,966 to £736,615.

Recent events have forcibly illustrated the dangers attendant on secrecy in the conduct of insurance companies. The directors have always published full statements of the receipts and expenditure of the society, with such other particulars as seemed useful; but, being of opinion that it is the duty of every life office which claims the confidence of the public, to place its stability beyond all question, they have decided to give a still more complete exposition of the society's affairs, by bringing together the figures contained in the published accounts of the last five years. This is accordingly done in the following table, by which the progress of the society from year to year, may be traced with the greatest facility.

A glance at this table shows that the claims were last year heavier than usual. They were, indeed, nearly £4,000 in excess of the expectation; but taking into consideration the whole of the quinquennium, the claims have fallen short of the expectation by nearly £16,000. During the year 1869, there have died 26 persons, whose lives were insured under 55 policies. Of these 32, for the sum of £39,000, were on the participating scale, and the bonuses thereon were £6, 405 3s. 9d. The remaining 23 policies, insuring £18,201 3s. 1d., were on the non-participating scale of premiums. The total payments for claims amounted to £63,606 6s. 10d. reduced however to £51,901 6s. 10d. by the receipt of £11,705 from other offices under reassurance policies.

The amounts of the assets and of the total sums assured during the last five years have been as follows:—

		Assets.	Sums assured.
On 31st December,	1864.....	£443,966.....	£2,178,766
,,	1865.....	496,700.....	2,373,983
,,	1866.....	544,651.....	2,568,495
,,	1867.....	615,821.....	2,803,652
,,	1868	683,774.....	3,027,386
,,	1869.....	736,615.....	*

* Will be stated in the Bonus Report.

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The amount of the funds, exclusive of reversions, having been £601,976 at the beginning of the year 1869, it will be seen that the interest received in the year is rather more than 5 per cent. on this amount.

Taking a general view of the five years, it will be seen that in addition to £127,776 10s. 9d. received as interest on investments, less income tax, there has accrued a profit of £42,574 14s. 4d. from the falling in of reversions and the sale of the Chancery-lane property. Adding these together, it may be said that the whole of the funds have been improved during the last five years at the average rate of six per cent. per annum.

In view of the preceding facts the directors cannot doubt that the results of the fifth division of profits which they anticipate will be made known in June next, will be highly satisfactory both to the proprietors and to the assured.

The directors retiring by rotation are Mr. Hughes, Mr. Bristowe, Mr. Potter, and Mr. Armstrong. The retiring auditors are Mr. Boodle for the proprietors and Mr. Bailey for the assured. All these gentlemen offer themselves for re-election.

The motion for the adoption of the report having been unanimously carried, the retiring directors and auditors were re-elected.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, March 7, class A; Tuesday, March 8, class B; Wednesday, March 9, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, March 11—Lecture, 6 to 7 p.m.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Mar. 4, 1870.

(*From the Official List of the actual business transacted.*)

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct 3 p m
New 3 per Cent., 91¼ x d	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent. July, '80 111¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 99½ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	77
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	37½ x d
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	114
Stock	Do., A Stock*	100	115½ x d
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	65½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	125
Stock	London, Brighton, and South Coast	100	43½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	122½ x d
Stock	London and South-Western	100	90 x d
Stock	Manchester, Sheffield, and Lincoln	100	50
Stock	Metropolitan	100	80½
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	120
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

Consols have been pretty steady this week at a trifling improvement. The amount of business done at the fortnightly railway settlement this week is considered small, but business has been fairly brisk in the new transactions. The principal feature in the railway market has been a sharp rise of three per cent. in Great Westerns, consequent on a dividend being declared of half per cent. higher than was anticipated. Those fortunate individuals who bought these shares a few months ago are now in a position to realise ten per cent. per share upon sale. Indian railway securities continue at what is considered a low price. Foreign securities have been rather at a discount this week. There has been a brisk demand for accommodation at the Bank rate.

The Prospectus of the Foreign and Colonial Government Trust, announcing a second issue in certificates of £100 each bearing 5 per cent. interest to be issued at £80, has been published. The object, which is now well understood, is to give to the investor of moderate means the same advantages as the large capitalist, in diminishing the risk of investing in Foreign and Colonial Government Stocks by spreading the investment over a number of different stocks, and reserving a portion of the extra interest and the amounts received in redemption as a sinking fund to pay off the original capital; and, in addition, to give to each subscriber a *pro rata* participation in the ultimate reversion in these different stocks, which will remain when the return of the original capital has by these means been accomplished. The trustees are the Right Hon. Lord Westbury, Lord Eustace Cecil, M.P., and Geo. W. Currie, G. M. W. Sandford and Philip Rose, Esqs.

It is reported that the vacancy in the Scotch bench caused by the death of Lord Barcaple will be filled by Sheriff Mackenzie.

The Town Council of Salford, near Manchester, have resolved to take steps for securing a separate commission of the peace for that borough.

Mr. John Paterson has been elected sheriff of the city of London for the present year, in succession to Sir James Vallentin, deceased.

Mr. Thomas O'Dowd, solicitor, of Dublin, and brother of Mr. James O'Dowd, assistant-solicitor to the Board of Customs in London, has announced his intention of contesting the borough of Sligo on nationalist principles. Mr. T. O'Dowd is a brother-in-law of the Right Hon. Mr. Justice Keogh.

Legal Studies at Cambridge.—The Vice-Chancellor of Cambridge University has given notice that the Chancellor's prize for the encouragement of legal studies will not be awarded this year, the examiners being of opinion that no candidate of sufficient merit has presented himself at the examination.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ANDERSON—On Feb. 28, at No. 19, Clifton-gardens, Maida-vale, the wife of James T. Anderson, Esq., barrister-at-law, of a daughter.

BRABROOK—On March 1, at Lewisham, the wife of Edward W. Brabrook, Esq., barrister-at-law, of a son.

EDMANDS—On March 1, at Sutton House, Portsdown-gardens, Maida-vale, the wife of Charles Henry Edmands, Esq., of a daughter.

JARVIS—On Feb. 26, at 30, Maida-hill west, Mrs. R. Taylor Jarvis, of a daughter.

MACNAGHTEN—On Feb. 27, at 100, Eaton-place, the wife of Edward Macnaghten, Esq., of a daughter.

WALSH—On Feb. 28, at Maisonnette, Wandsworth, Surrey, the wife of Nugent Charles Walsh, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BRADLEY—TRACEY—On March 1, at St. Dunstan's-in-the-West Henry Bradley, solicitor, Harcourt-buildings, Temple, to Alicia Howard, eldest daughter of Capt. B. W. Tracey, R.N.

SOMERVILLE—M'NEILL—On Feb. 28, at St. Alphage Church, London, James Somerville, Esq., Solicitor, Edinburgh, to Anna Margaret, daughter of the late Alexander McNeill, Esq., Advocate, Edinburgh.

TALBOT—WHITE—On Feb. 24, at the High Pavement Chapel, Nottingham, Charles Henry Talbot, Solicitor, to Elizabeth, daughter of the late George White, F.R.C.S.

DEATHS.

SNAGG—On Jan. 17, at Antigua, Adeline, the wife of Sir William Snagg, Chief Justice of British Guiana.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—[Advt.

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LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 25, 1870.

UNLIMITED IN CHANCERY.

Dagenham (Thames) Dock Company.—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, of 8, Walbrook. Friday, April 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Dagenham (Thames) Dock Company.—The Master of the Rolls has, by an order dated Feb 19, appointed Charles Fitch Kemp, of 8, Walbrook, to be official liquidator.

TUESDAY, Mar. 1, 1870.

UNLIMITED IN CHANCERY.

Western Life Assurance Society.—Vice-Chancellor James has, by an order dated Jan 22, appointed Mr. Samuel Lowell Price, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Samuel Lowell Price, of 13, Gresham-street. Wednesday, April 13 at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Anglo-Moravian Hungarian Junction Railway Company (Limited). Petition for winding up, presented Feb 25, directed to be heard before Vice-Chancellor Stuart on March 11. Watkin, Abingdon-street, Westminster, solicitor for the petitioner.

Irrigation Company of France (Limited).—Petition for winding up, presented Feb 28, directed to be heard before Vice-Chancellor Malins on March 11. Hunt, Gray's-inn-square, solicitor for the petitioner.

Photo-Relief Printing Company (Limited).—Petition for winding up, presented Feb 24, directed to be heard before Vice-Chancellor Malins on March 11. Keighley, Ironmenger-lane, solicitor for the petitioner.

Portugese Contract Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 21, appointed Mr. James Cooper, of 3, Coleman-street-buildings, to be official liquidator.

Yorkshire Fibre Company (Limited).—Petition for winding up, presented Feb 23, directed to be heard before Vice-Chancellor James on March 12. Norvall, Barge-yard-chambers, Bucklersbury, petitioner in person.

Friendly Societies Dissolved

FRIDAY, Mar. 1, 1870.

North Cheriton Friendly Benefit Society, Bell-inn, Holton, Somerset. Feb 22.

THURSDAY, Mar. 1, 1870.

Carman's Good Intent Society, Greenman Tavern, Somerset-st, Whitechapel. Feb 24.

Customs' Officers Friendly Society, Custom House, Hull, Yorkshire. Feb 23.

Wesleyan Friendly Society, Wesleyan Chapel, St. Mary's-sq, Bury St Edmunds, Suffolk. Feb 28.

Creditors under Estates in Chancery.

FRIDAY, Feb. 25, 1870.

Last Day of Proof.

Bowen, John, Halstead, Kent, Farmer. March 28. Bowen v Horn, V.C. Stuart, Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Jones, Hy, Chester-sq, Esq. March 25. Jones v Jones, V.C. Malins. Rooper, Lincoln's-inn fields.

Macleod, Kenneth, Grispornish, Isle of Skye, Indigo Planter. July 6. V.C. James. Lattey, Gresham-house, Old Broad-st.

Moore, Jas, Frome Selwood, Somerset, Mason. April 7. Moore v Moore, V.C. Stuart. Rooks & Co, King-street, Cheapside.

Powell, John, Cannon-st-rd, St George's East, Gent. March 18. Hicks v Black, M.R. Morris & Co, Finsbury-circus.

Prangnall Charlotte Louisa, London, Canada, Widow. June 2. Cleverley v Cleverley, M.R. Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Rowland, Alex Wm, Hatton-garden, Manufacturing Perfumer. March 31. Rowlands v Bingley. V.C. Stuart. Hemsley, Albany, Piccadilly.

Whittles, Geo, Sheffield, File Manufacturer. March 11. Holdsworth v Whittles, V.C. James. Gole, Lime street.

TUESDAY, Mar. 1, 1870.

Daly, Robt, Sandwell-villas, Vardon's-rd, New Wandsworth, Gent. March 25. Daly v Daly, V.C. Stuart. Kirby, London-wall.

Holmes, Sir Wm Hy, Stoke, Devon, Knight. March 19. Holmes v Holmes, V.C. Malins. Hussey, New-sq, Lincoln's-inn.

Lambert, Chas Ferneley, Boulogne-sur-Mer, France, Esq. March 29. Lambert v Lambert, V.C. James. Rowcliffe, Bedford-row.

Teague, Adam Black, Private 2nd Batt. 21st Reg. March 24. Mann v Suter, V.C. Stuart. Drew, Raymond-bldgs, Gray's-inn.

Wayne, Watkin, Tymawr, Glamorgan, Ironmaster. March 28. Morgan v Morgan, M.R. Morgan, Aberdare.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 25, 1870.

Bruges, Sarah Taylor, Semington, Wilts, Spinster. March 1. Clark & Collins, Trowbridge.

Carmichael, Alex, Covent-garden, Gent. March 25. Waltons & Co, Great Winchester-st.

Chester, Harriot, Melbourne-pl, Acre-lane, Brixton, Spinster. April 5. Chester, Newington-butts.

Davis, Benj, Rockingham-st, Newington-causeway, Butler. April 1. Chester, Newington-butts.

Dean, Lucy, Thrapston, Northampton, Widow. March 31. Archbould & Hawkins, Thrapston.

Fryer, Mary Jane, Bishopwearmouth, Durham, Spinster. March 25. Ellis, Sunderland.

Hamilton, Wm Hy, Clifton, Bristol, Esq. April 15. Watson, Lincoln's inn-fields.

Hardman, John, Bristol, Stained Glass Manufacturer. March 31. Palmer & Co, Birm.

Horrowell, John Ellson, ship Glenarchy, Glasgow. March 24. Taylor & Co, Great James-st, Bedford-row.

Hicks, Job, Chedworth, Gloucester, Farmer. July 22. Stiles, Northleach.

Holesworth, Francis, Cottingham, Yorks, Farmer. April 1. Roberts & Leak, Hull.

Hunter, Thos, Stockton, Durham, Innkeeper. May 1. Parrington, Stockton-on-Tees.

Latham, Thos, Watford, Herts, Hatter. April 5. Pugh, Watford.

Lowther, Kezia, Bathurst-villa, Devonshire-rd, Wandsworth-rd, Widow. March 20. Tatham & Proctor, Lincoln's-inn-fields.

Mosyer, Mary, St Mary Cray, Kent, Widow. March 25. Browning, Austin-friars.

Righton, Richd, Birm. March 24. France & Helsham, Charterhouse-sq.

Sammons, Thos, Fletchamstead Hall, Warwick, Farmer, March 31. Minster & Son, Coventry.

Saunders, Sarah, Wantage, Berks, Widow. March 25. Saunders Ludgate-st.

Skinner, John Hy Stansfeld, Hertfordbury, Herts, Esq. April 23. Marshall, King's-rd, Bedford-row.

Smith, Thos, jun, Sheffield, Attorney-at-Law. April 13. Burdekin & Smith, Sheffield.

Taylor, Eliz, Great Cornard, Suffolk, Widow. March 25. Ransom, Sudbury.

Thelwall, John Salusbury, Lymington, Hants, Gent. March 31. Walker & Co, Southampton-st, Bloomsbury.

Till, Wm Thos, Lime-st, Tobacco Broker. March 23. Kiss & Son, Fenct, Fenchurch-st.

Tilley, Wm Joshua, Westwood, Upper Sydenham, Esq. May 1. Clutton & Haines, Serjeants'-inn, Fleet-st.

TUESDAY, March 1, 1870.

Allen, Rev Humphrey, Yew Trees, Hereford. April 9. Humfrys & Son, Hereford.

Borroughes, Thos Cooke, Botesdale, Suffolk, Gent. April 2. Heffill & Salmon, Diss.

Clewett, Felix, Ealing, Esq. May 25. King & McMillan, Bloomsbury-sq.

Cox, Hannah Clayton, Sussex-ter, Camden-town, Widow. April 1. Trail, Hare-ct, Temple.

Errington, Thos, Carlisle, Currier. April 1. Bendle, Carlisle.

Finch, Cuthbert, Porchester-ter, Bayswater, Surgeon. April 26. Cutler & Turner, Bedford-sq.

Gough, Saml, Wem, Salop, Gent. April 5. Brooke, Nantwich.

Greaves, Joseph, Aston Park, Birm, Gent. March 31. Beale & Co. Birm.

Harrison, Wm, Diss, Norfolk, Furniture Manufacturer. April 16. Heffil & Salmon, Diss.

Hunt, James, Ore House, Sussex, Esq. April 15. Young, Hastings.

Last, Edward, East Malling, Kent, Major-General. May 1. Taylor & Co. Great James-st, Bedford-row.

Oates, John, Saint Just, Cornwall, Yeoman. March 24. Trythall, Penzance.

Parfitt, John, Jermyn-st, St James's, Tailor. May 1. Grain & Winter, Cambridge.

Patterson, Eliz, St Thomas-sq, Hackney. March 30. Richards, Clapton-sq, Clapton.

Pearce, John, Wouldham, Kent, Farmer. May 31. Pearce, Rectory-pl, Woolwich.

Rowland, Wm, Water Eaton, Oxford, Farmer. April 1. Hazel, Oxford

Salmon, Eliza, Park-sq West, Regent's-park, Widow. March 18. Stead & Co, Romsey.

Sanders, John Naish, Clifton, Bristol, Esq. April 16. Fry, Bristol.

Smith, Robt Edwin, Hyde-vale, Blackheath, Gent. May 25. Smith & Co. Bread-st.

Stevens, Very Rev Rob, Rochester, Kent. April 1. Essell & Co, Rochester.

Tennant, Geo, Southport, Lancashire, Gent. March 10. Ashton, Wigan.

Thompson, Charlotte Margaret, Clifton, Bristol, Widow. March 30. Brittan, Bristol.

Uglow, Abel, Bournemouth, Hants, Watchmaker. April 14. Payne, Bournemouth.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 25, 1870.

Gostick, Jesse, Camden-rd, Camden-town. Dec 14. Comp. Reg Feb 28.

TUESDAY, March 1, 1870.

Munden, Joseph, Arthur-st West, Hemp Merchant. Dec 30. Asst. Reg Feb 28.

Bankrupts.

FRIDAY, Feb. 25, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Miles, Wm Brown, Monkwell-st, Agent. Pet Feb 21. Hazlitt. March 11 at 12.

Newth, John Adrian, Grange-rd, Bermondsey, Tailor. Pet Feb 24. Hazlitt. March 12 at 11.

Rigden, John Hadley, Scholastica-ter, London-rd, Clapton, Builder. Pet Feb 24. Roche. March 12 at 12.

Wieland, John Fredk, Marlborough-hill, St John's-wood. Pet Feb 24. Hazlitt. March 9 at 11.

To Surrender in the Country.

Allday, Hy, Rothwell Haigh, Yorks, Builder. Pet Feb 21. Marshall. Leeds, March 15 at 11.

Alwen, John Norrish, Cudham, Kent, Miller. Pet Feb 15. Rowland. Croydon, March 8 at 1.

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Atkinson, Benj, Leeds, Innkeeper. Pet Feb 22. Marshall. Leeds, March 8 at 11.
Bowden, John, & Saml Waldron, Plymouth, Devon, Corn Merchants. Pet Feb 23. Pearce. East Stonehouse, March 8 at 11.
Brearley, John Pimlott, Dorking, Surrey, Licensed Victualler. Pet Feb 21. Rowland. Croydon, March 8 at 2.
Donisthorpe, Joseph, Bedale, Yorks, Watchmaker. Pet Feb 19. Jefferson. Northallerton, March 8 at 11.
Elliot, Jas Pallett, Tamworth, Warwick, Hosier, Pet Feb 23. Guest. Birm. March 11 at 10.
Gale, Edwin, & Joseph Hopkinson Gale, Batley, Yorks, Woollen Manufacturers. Pet Feb 24. Nelson. Dewsbury, March 17 at 3.
Hambly, Jas A., Denton, Kent, Builder. Pet Feb 23. Acworth. Rochester, March 9 at 10.
James, Wm, Helston, Cornwall, Grocer. Pet Feb 23. Chilcott. Truro, March 12 at 3.
Maunder, Edwin, Heasley Mill, North Molton, Devon, Wool Dealer. Pet Feb 21. Bencroft. Barnstaple, March 11 at 1.
Mitchell, Jas, Elland, Yorks, Joiner. Pet Feb 23. Rankin. Halifax, March 11 at 10.
Pass, John, Jarrow Bridge, Lancashire, Innkeeper. Pet Feb 21. Holden. Bolton, March 9 at 11.
Price, John, St Leonards-on-Sea, Sussex, Fishmonger. Pet Feb 22. Young. Hastings, March 9 at 11.
Quinet, Chas Geo Reynell, Milton-next-Gravesend, Kent, Florist. Pet Feb 22. Acworth. Rochester, March 8 at 11.
Symons, Wm Vogwell, Honicknowle, Devon, Cow Keeper. Pet Feb 23. Pearce. East Stonehouse, March 8 at 11.
Thomas, Wm, Penclawdd, Glamorgan, Builder. Pet Feb 18 (not 8 as in last Gazette). Morris. Swansea, March 9 at 2.
Tripp, Powell Saml, Manch, Smallware Agent. Pet Feb 23. Kay. Manch, March 9 at 1.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Hall, Thos Bird, Lpool, Merchant. Pet Nov 29. Lpool, April 20 at 12. Hindle, Lpool.
Hayhurst, Stephen, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell. Manch, March 8 at 11.

TUESDAY, March 1, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barnett, Wm Sproat, Charlotte-ter, Brook-green, Hammersmith, Travelling Draper. Pet Feb 25. Spring-Rice. March 17 at 11.30.
Hendy, Jas, Penryn, Cornwall, Manure Merchant, Pet Feb 28. Pepys. March 15 at 11.

To Surrender in the Country.

Cartledge, Wm, Matlock Bank, Derby, Hotel Keeper. Pet Feb 18. Weller. Derby, March 15 at 12.
Colliver, Geo Veale, Addiscombe, Surrey, Carpenter. Pet Feb 25. Rowland. Croydon, March 22 at 10.
Drake, John, Brightlingsea, Essex, Grocer. Pet Feb 23. Barnes. Colchester, March 14 at 10.
Leng, Joseph Watson, Kingston-upon-Hull, Bookseller. Pet Feb 25. Phillips. Kingston-upon-Hull, March 21 at 12.
McKerrow, Andrew, Southampton, Draper. Pet Feb 21. Thorndike. Southampton, March 8 at 12.
Nield, Chas, Charlesworth, Derby, Hat Manufacturer. Pet Feb 25. Hall. Ashton-under-Lyne, March 16 at 11.
Rosendal, Fredk Christian, Gloucester, Shipbroker. Pet Feb 24. Wilton. Gloucester, March 15 at 12.
Tyler, Joseph John, Worcester, Baker. Pet Feb 25. Crisp. Worcester, March 15 at 11.
Wild, John, California, Derby, Elastic Web Manufacturer. Pet Feb 24. Weller. Derby, March 16 at 12.

BANKRUPTCIES ANNULLED.

TUESDAY, March 1, 1870.

Clarke, Edwd, Manch, Beerhouse Keeper. Feb 25.
Lazarus, David, Lpool, Music Hall Proprietor. Jan 29.

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The Solicitors' Journal.

LONDON, MARCH 12, 1870.

THE POINT OF LAW INVOLVED in *Mordaunt* v. *Mordaunt*—viz., whether the insanity of the respondent is a bar to a suit for dissolution of marriage—is likely soon to be decided. This question, it will be remembered, was raised by a summons to stay the proceedings on the ground that the respondent was insane. A trial before a jury was ordered to try the fact of the alleged insanity, and the jury found that the respondent was insane from the commencement of the suit until the present time. It then only remained for the judge to make an order on the summons, which he did on Tuesday last. The order is "that no further proceedings be taken in the suit until Lady Mordaunt recovers her mental capacity, the petitioner to apply to the Court whenever he is able to affirm her recovery."

In making this order Lord Penzance guarded himself against being supposed to express any opinion on the question whether or not the respondent's insanity was a bar to the suit. The matter was not argued before him, and the order was only a formal one (following the authority of *Bawden* v. *Bawden*, 10 W. R. 292, the only decision on the point), so that an appeal against it might at once be presented to the Full Court, where the question can be fully argued.

Although Lord Penzance gave no opinion as to whether permanent insanity would be a bar to the suit, he suggested that whichever way that point were decided it might nevertheless be held that a suit should not be continued during a temporary derangement. This is a matter which rather affects the procedure of the Divorce Court than the main question raised in *Mordaunt* v. *Mordaunt*, but it seems a most reasonable suggestion, and one that will doubtless receive full consideration from the Court when the case is argued.

WE HAVE OBSERVED in the *Irish Times* this week two or three articles reflecting in very strong—almost indecent—terms upon the Vice-Chancellor of Ireland, and, in particular, calling attention to some dozen cases in which his Honour's decisions have been reversed on appeal. We do not observe that the *Irish Times* makes any mention of the cases which have been affirmed on appeal; and, without this information, we cannot form any opinion as to the amount of accord between the Vice-Chancellor and the Court of Appeal, if that be material for any purpose. But, in truth, this question is not material, for the merits of a judge of first instance cannot possibly depend upon the amount of difference between his views and those of some other judge or judges who are not necessarily more likely to be right—in the abstract—than he is. Of course, if an inferior judge resolutely refuses to give way to the views of the superior tribunal, and persists in following his own reversed judgments rather than the decisions of the Court of Appeal (and we have known instances of such a course), this is ground for grave animadversion upon his conduct; but to say that a judge is unfit for his position—and the *Irish Times* does not hesitate to say this of the Vice-Chancellor—because his decisions have been occasionally, or even frequently, reversed on appeal—a result which *might* happen from the incompetence or ill-will of the appellate judge—is an obvious absurdity.

In truth, however, this sort of attack, however reprehensible, is not new: we recollect a precisely similar attempt to discredit the Master of the Rolls some years ago, when it so happened that a long list of his decisions had been reversed by Lord Chancellor Westbury, and matters were even carried so far that a question was asked upon the subject in the House of Commons. The supposed grievance, however, was very summarily disposed of by Sir Roundell Palmer, who then held, if we recollect right, the office of Solicitor-General; and in the seven or eight years which have since elapsed, although numbers of his Lordship's decisions have been appealed from, with varying success, we have heard nothing more of this absurd charge, and not only so, but it is now proposed, without, so far as we know, a single dissentient voice, to elevate his Lordship himself to the Court of Appeal, and that for a reason which, if there were any personal objection to the appointment, would be simply ludicrous.

None of the cases in which the Court of Appeal in Chancery have differed from Vice-Chancellor Chatterton have yet been carried to the highest Court of Appeal. In one of the most important of these cases, *Sheppard* v. *Murphy*, it appears from what fell from the Court of Appeal in Chancery in England, in *Coles* v. *Bristowe*, that, in the opinion of that Court at least, the *principle* of the Vice-Chancellor's judgment was right, though he, in common with the Court of Common Pleas and at least two of the Vice-Chancellors in England, had misapprehended the nature of the particular contract entered into by the defendant.

THE CASE of *Brown* v. *The Midland Railway Company*, decided in the county court at Hertford, which will be found reported in another column, raised a question under the much litigated 7th section of the Railway and Canal Traffic Act (17 & 18 Vict. c. 31). That section deprives railway companies of the power of limiting their liability for loss of or injury to goods by any general notice or condition, but allows them to limit it by conditions which shall be adjudged to be just and reasonable, provided that no special contract between railway companies and persons sending goods by them shall be binding upon the sender, unless signed by the sender. What is a just and reasonable contract under this section has often been discussed. *Peek* v. *The North Staffordshire Railway Company*, in the House of Lords (11 W. R. 1023), is perhaps the leading case on the subject, although, unfortunately, there was a great difference of opinion between the law lords who gave judgment, and also between the learned judges who gave their opinions to the House, and in consequence of this difference of opinion the construction of the section can hardly be considered settled.

In *Brown* v. *The Midland Railway Company* the plaintiff sent drain pipes and other goods by the defendants' railway, and gave the defendants a consignment note signed by himself, in which the carriage was expressed to be "at owners' risk." The goods were damaged, and the question (amongst others) arose what was the effect of these words. The county court judge decided, first, citing *Peek* v. *The North Staffordshire Railway Company*, that the words "at owner's risk" would exonerate the defendants from all liability whatever; and secondly, that such a contract was unreasonable, and therefore void under section 7 of the Railway and Canal Traffic Act.

There seems to be some doubt as to the correctness of this view. In *Peek's case* it was held (Lord Chelmsford dissenting) that the words "the company shall not be responsible for the loss of or injury to" goods, would exempt the company from all liability. Since this decision, however, it has been held that the words "accidents or damage of the seas" (*Grill* v. *General Iron, &c.*,

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Company, 14 W. R. 873); "not accountable for leakage" (*Ohrloff* v. *Briscall*, 15 W. R. 202); "goods to be free of breakage, leakage, and damage" (*Czeck* v. *General Steam, &c., Company*, 16 W. R. 130); "not liable for any loss arising from suffocation" of animals (*Leaw* v. *Dudgeon*, 16 W. R. 80) do not relieve carriers from liability for damage caused by their negligence. These decisions follow others to the same effect decided before *Peek's case*. According to these cases it is at least doubtful (although it must be remembered that they are all decisions respecting carriage by sea) whether "at owners' risk" would be construed to mean more than that the carriers would only be liable for their negligence, and not for damage caused otherwise, for which, as common carriers, they would, without some special contract, be responsible. This point is, however, treated in the judgment as conclusively settled by *Peek's case*.

It does not appear whether any evidence was given in *Brown* v. *The Midland Railway Company* to show that there were any special circumstances which rendered it reasonable that the goods should be carried solely at the risk of the owner, and, therefore, it seems that the decision was right on this point, because if "at owners' risk" excluded all liability, the provision was *primâ facie* unreasonable, although evidence might have been given to show that it was not in fact unreasonable; as if a lower rate was charged for carriage in consequence of the defendants being under no liability for any loss, &c. (See per Blackburn, J., in *Peek's case* and *Allday* v. *Great Western Railway Company*, 13 W. R. 43.) The judgment, however, takes no notice of this question, and is consequently incomplete as an exposition of the law, although the decision arrived at on this branch of the case seems correct.

IT IS WELL KNOWN THAT many benefit building societies are in the habit of receiving money on deposit, and paying interest, in fact, of opening deposit accounts after the manner of bankers. On Monday last the question was raised before Vice-Chancellor Malins whether this practice is legal. It appeared that the Victoria Permanent Benefit Building Investment and Freehold Land Society of Birmingham is being wound up in chancery, that its debts are £26,000, of which £25,000 is due to depositors, and that a call had been made on the shareholders to obtain the means of paying the depositors. A shareholder resisted the call, on the ground that it was *ultra vires* for the society to act as a savings bank. The Vice-Chancellor held that it *was ultra vires*, and that the depositors were not entitled to have calls made on the members for the repayment of their deposits.

The *ratio decidendi* of the Vice-Chancellor was that, although he was bound by the decision of the Court of Appeal in *Laing* v. *Reed* (L. R. 5 Ch. 4, 18 W. R. 76) to hold that a rule enabling the trustees of a building society to borrow a limited amount of money is not contrary to the Building Societies Act, and, therefore, not *ultra vires*, still a power of borrowing to an unlimited extent would clearly alter the nature of the society from what it was intended to be, and was therefore, *ultra vires*. In *Laing* v. *Reed* there was a rule authorising the trustees to borrow to a limited amount. In the present case there was no such rule. In *Laing* v. *Reed* the Court of Appeal held that a rule authorising the society to borrow a limited amount is not *ultra vires*, but Vice-Chancellor Malins now says that the society may not borrow without such a rule. Would it be *ultra vires* to frame a rule empowering the society to borrow without limit? The true answer to questions of this kind seems to be,—does the thing complained of, or the rule authorising it, tend to substitute some alien object for the object of a building society as recognised in the Acts? If it does that it is *ultra vires* in either case. Viewing the matter in this light, we can hardly agree with Vice-Chancellor Malins that it is *ultra vires* for a building society to borrow at all without a special rule for borrowing. We cannot see why it should be *ultra vires* to borrow sums merely incidentally required to facilitate the object of making advances; and we think that this is the true meaning of the decision in *Laing* v. *Reed*. But undoubtedly it is *ultra vires* for a building society to become a bank, and the amount borrowed may be the test of the intention.

There is this further difference between the present case and that of *Laing* v. *Reed*, that in *Laing* v. *Reed* the application was for an injunction to restrain future borrowing, while in the Victoria case the Court was asked to declare that no calls should be made on the members for repayment of moneys which the society had actually had and disposed of. It is one thing to say—"Your directors shall at your instance be forbidden to borrow;" and another thing to say, "You shall not be required to repay what your directors have already borrowed and you have had the benefit of." In the case of a joint-stock company, where money has been borrowed *ultra vires* but expended for the benefit of the company, the shareholders are liable to calls for its repayment, to the extent of their unpaid capital. The *Cork and Youghal Railway case*, 18 W. R. 26, is a case in point. There is, however, a wide difference between the uncalled up capital of a joint stock company and the future instalments of a building society's shares, and the question is whether such instalments can be anticipated or called up for such a purpose.

IT SEEMS LIKELY that before many years are over we shall really have something in the nature of a public prosecutor. The Government have not indeed introduced a bill, but they may fairly regard themselves as having their hands full and fall back upon the principle, at least, of the old rhyme as to "one thing at a time, and that done well." Mr. Eykyn, however, with Mr. Vernon Harcourt, has just brought in a public prosecutor bill. We believe everyone is agreed that there is a want to be supplied. How it is to be supplied is a question on which there are many opinions. In the main the choice lies between two plans—either a complete department of public prosecution with sub-sections appropriated to classes of offences, or the slighter alteration of appointing local officers to conduct prosecutions which, under our present law, are never begun, or, if ever undertaken, drop through. The present measure is based on the latter scheme. It authorises the appointment in districts or boroughs of solicitors of ten years' standing to be "public prosecutors." The public prosecutor thus created "may" *mero motu suo* prosecute any felony or misdemeanour alleged to have been committed within his district, or may assume the conduct of a prosecution begun privately; this he may do if the case is one for which costs are allowable; otherwise he is to act only if directed by a judge or the Attorney-General or required by justices of the peace. He may drop a prosecution at any time if he sees no probability of conviction, or for "any other reason." "Circuit counsel," barristers of ten years' standing, one to each circuit, are also to be appointed to advise with the public prosecutors.

The scheme of which these are the main features appears to have been adapted from the Scotch system. Properly carried out it would certainly be an improvement on the present state of things. It will not be *malapropos* to append to this brief account of it a notice of a case which occurred this week at the Lambeth County Court. The case was that of a tallyman, and the defendant swore that his name signed to an authority for his wife to pledge his credit with the plaintiff, was not his (defendant's) signature. The writing, he said, was that of his landlord, and was written at the wife's request at a time when defendant was from home. The judge then ordered defendant to write his name, and on his having done so declared that the defendant had committed gross perjury, the two writings being exactly alike. On being again solemnly adjured to speak the

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truth the defendant admitted that he had signed the authority. The judge then went on to say that he should certainly order the defendant to be prosecuted for perjury if such an order were of any use. He could order a prosecution but he could not order any one to prosecute, and there being no public prosecutor the delinquent would in all probability escape unless the plaintiff chose to take upon himself the responsibility and expense, which he was not likely to do. Some years ago he had ordered prosecutions, but had learned better as he grew older, and found that such orders were utterly futile. These observations of the learned judge point to one of the gravest aspects of the public prosecutor question. Perjury in county courts is doubtless very common, and is largely increased by impunity to the frequent injury of honest suitors.

ON WEDNESDAY LAST an important question as to the construction of section 11 of the Habitual Criminals Act (32 & 33 Vict. c. 99) arose on the Home Circuit, before Keating, J., in *Reg.* v. *Harwood*. That section provides that, on proceedings against persons as receivers of stolen goods, a previous conviction of certain specified offences may be proved "as *evidence*" of the prisoner's knowledge that the goods were stolen, provided that notice is given to the prisoner "that proof is intended to be given of his previous conviction, and that he will be *deemed to have known such goods to have been stolen* until he has proved the contrary."

The prisoner was indicted for receiving a stolen bank-note. The note had been stolen from the prosecutor, and was found in the prisoner's possession. A previous conviction seventeen years ago was proved against the prisoner, but there was no evidence that he knew that the note was stolen when he took it. The prosecution argued that in consequence of the possession of the stolen goods after a previous conviction the prisoner must, in the words of the notice required by the Act (which had been duly given), "be deemed to have known such goods to have been stolen until he had proved the contrary," although neither these nor any similar words are in the enacting part of the section. Keating, J., said that he was happy to say that such at present is not the law, and held that the prisoner was not called upon to show that he did not know that the note was stolen. It would be superfluous to comment upon the carelessness which has allowed such a discrepancy between the enacting part of the section and the notice required under the section.

It was also argued for the prisoner at the outset of the case that the word "goods" in section 11 did not include a bank note, and Keating, J., said he would reserve the point if necessary.

The prisoner was acquitted; these questions, therefore, will not be argued, and the construction of the section must still remain in doubt. We have before (*ante*, p. 21) pointed out the difficulties in the construction of the Act, and we cordially join in the hope expressed by Keating, J., that the attention of Parliament may soon be directed to this subject, and the law upon it made more clear.

A "COUNTY CORONERS' BILL" has been dodging in and out of Parliament for some time. At first it was proposed that the office should no longer be elective. This provision, however, was afterwards exchanged for one similar to that in the bill now pending, which enacts that the county coroner shall be elected by the freeholders on the Parliamentary Register. At present the franchise for coroners' elections is subject to no limitation whatever beyond that of the statute of Edward III., which confirms the right of election in the "commons of the counties," the result being that a square foot of freehold would be a qualification, and that there is an utter uncertainty as to who the electors are. To this extent Mr. Goldney's bill would, if it became law, be an improvement. But the best thing by far would be to render the office no longer elective. We are not opponents of local self-administration; but in this instance we cannot blind our eyes to the inexpediency of making the election to so responsible an office depend on the suffrages of many thousands of county voters. In a minor degree the system is open to all the disadvantages which in America have resulted from the American method of electing judges.

The present bill applies to coroners' elections all the existing Bribery Acts, and also provides for a payment by fixed salary to be settled between the coroner and the justices, the Home Secretary being the ultimate arbiter. It contains also some provisions relating to borough coroners.

THE NATURALIZATION BILL.

We described last week, as concisely as possible, the chief features of the Naturalization Bill, which has been read a second time by the House of Lords, without a division, and passed through committee on Thursday last. We now propose to discuss the measure more in detail. Before doing so it may be desirable to indicate what is the existing state of the law, and why it requires alteration. By English law all persons born within the dominions of the British Crown, are natural-born British subjects, and so are persons born abroad whose fathers or grandfathers, *ex parte paternâ*, were natural-born British subjects. Thus we recognise the *jus soli* in its integrity, and to a certain extent the *jus sanguinis*. Aliens labour under the following disabilities—they cannot hold real property except on a twenty-one years' lease for occupation or business, they cannot own the whole or any share of a British ship, they cannot exercise any franchise, fill certain offices, or sit in Parliament, or in the Privy Council. An alien may be naturalised in three ways—(1) by Act of Parliament, which makes him a natural-born subject to all intents and purposes; (2) by certificate of a Secretary of State, which leaves him incapable of sitting in Parliament or the Privy Council; (3) by certain statutes, aliens who occupy certain exceptional positions are *ipso facto* naturalized, but this kind of naturalization is of such unfrequent occurrence that it may be practically disregarded. Lastly, the allegiance of a natural-born subject is indelible. *Nemo potest exuere patriam* is the maxim of the English law. If, therefore, an English subject goes to France, and is naturalized there; although he becomes a French citizen, he does not cease to be an English citizen. Such are the principles of our law, but there has been for some time a glaring inconsistency between our pretensions and our practice. Theoretically, we claim millions of the citizens of the United States as British subjects. Practically, we can exercise no rights over them, although they can—and many of them did during the civil war—invoke our protection. Nothing is more likely to cause a rupture between England and the United States than the complications which might arise out of this doctrine. The chances of such a rupture will, as Lord Derby pointed out, be materially lessened if the Naturalization Bill passes into law; especially as the bill is founded upon the protocol signed by Lord Stanley and Mr. Reverdy Johnson in 1868, and embraces most of the recommendations of the Royal Commission of the same year.

First of all it may be observed that the bill does not alter in the least the persons who now are natural-born subjects. The child of an alien father born within the dominions of the British Crown will still continue to be a natural-born subject. In this respect the recommendations of the Royal Commission, which proposed that the child of an alien father might be registered as an alien, has not been followed. So, too, a person born abroad will be a natural-born subject, if his father or grandfather, *ex parte paternâ*, was a natural-born subject. But the bill proposes to make an alteration in the status of aliens. It takes away from them many existing disabilities but not the disability to own the whole

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or a share of a British ship, which is retained for reasons too obvious to need detailing, nor does the bill qualify them for any office or for any municipal, parliamentary, or other franchise. It is also provided that the section under consideration (section 2) "shall not affect any estate or interest in real or personal property to which any person has or may become entitled, either mediately or immediately, in possession or expectancy, in pursuance of any disposition made before the passing of this Act, or in pursuance of any devolution by law on the death of any person dying before the passing of this Act." So that for this purpose the section is not retrospective, although for all others it is. The most important alteration that it makes is that it enables aliens to hold land in the United Kingdom on the same footing as natural-born subjects. A proviso was added in committee that it should be lawful for her Majesty in Council to suspend the operation of the Act as to the enjoyment of property by alien subjects of any state at war with her Majesty, during the continuance of hostilities. While increasing the privileges of aliens in other respects the bill very properly abolishes the jury *de medietate linguæ*.

Next must be observed the important provision of the bill recognising and establishing the principle of expatriation—*i.e.*, enabling a British subject *exuere patriam*. The provision is substantially that any British subject, who has at any time before and may at any time after the Act becomes law, when in a foreign state and not under disability—(*i.e.*, infancy, lunacy, idiotcy or coverture), *voluntarily* become naturalized in such foreign state, shall cease to be a British subject and become an alien. This section (section 5) has a proviso, that any British subject who at the date of the Act has become naturalized in a foreign state and yet desires to remain a British subject, may make a declaration of such desire within two years from the date of the Act, and take the oath of allegiance. He will then be deemed a British subject except so long as he is within the territories of the state in which he has been naturalized; but if by the law of that state, or in pursuance of any treaty he ceases to be a citizen of that state, then he is to be deemed a British subject even within the teritories of that state. Mere residence abroad for any length of time will not convert a British subject into an alien. It is only when he becomes by naturalization the subject of another state that he will cease *ipso facto* to be a British subject, and will become an alien. And here it must be noticed that if a man becomes a statutory alien his wife will become so also, but the clause defining the status of his children is extremely obscure. It says that where the father or the mother, if a widow, becomes a statutory alien "any child of such father or mother, who during infancy has become resident in the country where the father or mother is naturalized, and has according to the laws of such country become naturalized therein, shall be deemed to be a subject of the state of which the father or mother has become a subject and not a British subject." This means apparently that if by the law of the place where the naturalization takes place, the naturalization of the father operates to naturalize his children also—as it does in the United States in the case of minor children resident in the States—then the children of the statutory alien are also statutory aliens; but if not then they remain British subjects. This rule then would operate thus—if B., a British subject, resident in the United States and having two sons, C. a minor, and D. an adult, both born and residing in the United States, is naturalized, C. becomes an alien, but B. remains a British subject. But if B. were resident in a country where the naturalization of the father does not naturalize his minor children neither C. nor D. would become aliens by B.'s naturalisation.

The next question is—What procedure does the bill prescribe for obtaining naturalization. It repeals 7 & 8 Vict. c. 66, by which certificates of naturalization could be granted by a Secretary of State, and proposes to enact (by section 7) as follows:—

"An alien who, within such limited time before making the application hereinafter mentioned as may be allowed by one of her Majesty's Principal Secretaries of State, either by general order or on any special occasion, has resided in the United Kingdom for a term of not less than three years, or has been in the service of the Crown for a term of not less than three years, and intends when naturalized either to reside in the United Kingdom or to serve under the Crown, may apply to one of her Majesty's Principal Secretaries of State for a certificate of naturalization. The applicant shall adduce in support of his application such evidence of his residence or service and intention to reside or serve as such Secretary of State may require; the said Secretary of State, if satisfied with the evidence adduced, shall take the case of the applicant into consideration with or without assigning any reason, give or withhold a certificate as he thinks most conducive to the public good, and no appeal shall lie from his decision, but such certificate shall not take effect until the applicant has taken the oath of allegiance."

The effect of such certificate is to entitle the grantee to all the political and other rights of a British subject, and to subject him to all consequent liabilities, with the exception that, within the territories of the state of which he was a subject previous to obtaining the certificate, he shall not be deemed a British subject unless he has ceased to be a subject thereof by the laws thereof or in pursuance of any treaty. This is extremely reasonable and proper. If the subjects of other states can expatriate themselves by becoming naturalized in England, then they are to become by naturalization British subjects only; but when a state will not allow its citizens to expatriate themselves, then, if any subjects of such state are naturalized in England, they will be thenceforth British subjects everywhere except in the territories of such state.* Finally, the clause provides that anyone who has been naturalized before the Act may apply for a certificate under the Act, and that, where any doubts exist as to the nationality of a British subject, a certificate of naturalization may be granted to set at rest such doubts.

The following section (7) contains a provision as to the expediency of which a question was raised at the second reading. A statutory alien is to be entitled to a certificate of re-admission to the status of a British subject on taking the oath of allegiance, performing the same conditions and adducing the same evidence as are required in the case of an alien applying for a certificate of naturalization. If the certificate is granted (the Secretary of State can withhold it) the grantee resumes his status of British subject from the date of the certificate; but within the limits of the foreign state of which he became a subject he shall not be deemed to be a British subject unless he has ceased to be a subject of that foreign state according to the laws thereof, or in pursuance of a treaty to that effect. No objection was raised to the privilege of repatriation being conceded to a statutory alien, but it was urged that it should only be granted where, by repatriation, the statutory alien would cease to be a citizen of the state of which he was previously a subject.

The 8th section confers on the Secretary of State, who has the power of granting certificates of naturalization or re-admission to British nationality, a power of cancelling any such certificate "on its appearing to him that the grantee thereof has resided out of her Majesty's dominions for a term exceeding two years, and that he intends permanently so to reside; or on its appearing to him that the grantee of such certificate has acted in a manner inconsistent with his allegiance as a British subject."

This extensive power of revoking a grant of naturalization or re-admission to nationality seems of question-

* An attempt was made in committee, but not persevered with, to render the granting of naturalization to an alien dependent on the consent of his country.

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able propriety. It is, in the first place, too arbitrary, and, in the second, it is hardly equitable to the grantee, for if by naturalization in England he has expatriated himself from his former country, then, if his certificate is cancelled, he will become a citizen of no state—as it were an international *res nullius*.* The principle of section 3 is not open to a similar objection, for a naturalized alien can only divest himself of his status of British subject by a declaration of alienage when her Majesty has entered into a convention with the state of which he was a subject before naturalization that "citizens of that state who have been naturalized as British subjects may divest themselves of their status as such subjects." Such a convention would, by implication, if not expressly, effect, that persons who, in pursuance thereof, divested themselves of their status as British subjects, would again be re-admitted to their former nationality.

Having thus discussed the more interesting features of the bill *in extenso*, the exigencies of space will only permit us to glance at some of the less interesting but equally important provisions. Expatriation is not to discharge from liability for antecedent acts (section 15). The bill is not to affect the grant of letters of denization (section 13). Colonial legislatures may (subject to the control of her Majesty) make laws to impart to any persons the privileges of naturalization within the limits of their jurisdiction (section 16). All fines and fees (with the consent, in the latter case, of the Treasury) are to be settled by a principal Secretary of State.

THE ADMINISTRATION OF JUSTICE UNDER THE CODE NAPOLEON.

(Communicated by a Paris correspondent.)

We recently reprinted, under the above title, an article extracted from the *Pall Mall Gazette*,† interesting from its subject, but calculated to give erroneous notions of the law and the judicial institutions of France. The first error, which occurs at the very beginning, is one which, emanating from the pen of a non-legal writer, is certainly a very venial sin. A writer not familiar by profession with the practice and application of the law in France may be excused for saying, in the words of the *Pall Mall Gazette*, that the Code Napoleon "has certainly the merit of being so mathematically simple that everybody who can read is able to judge for himself, without the help of a solicitor, what things he may and may not do." That, no doubt, has been, and is still, not unfrequently the boast of the general French public when they compare their laws with the more complicated systems of other nations; but the lawyers who framed their Code, even in the first fervour of their work, never indulged in the dream of so impossible an achievement. They did not shut their eyes to the inevitable shortcomings of their plan, nor did they conceal them from the public. In the preliminary report of the first sketch of the Civil Code, by Portalis, Tronchet, Bigot-Préameneu and Malleville, we find a passage directed against the very mistake which has found its way into the columns of the *Pall Mall Gazette*. It runs thus:—"It would be an error to believe that a body of laws may exist providing for every possible case, *or intelligible to every citizen*." They never dreamt of having entirely avoided obscurity or incompleteness, of having provided for the French people a legal oracle which would never be silent, and which would always be intelligible to the vulgar. Had they cherished such a fond hope they would not have preserved it long.

Question upon question sprung up in luxuriant vegetation between the joints of the articles—questions which had never been thought of when those articles were framed—for which it was necessary to provide. For the solution of these the judges had to appeal to the "spirit of the law" (*l'esprit de la loi*). That "spirit" was first sought for in the deliberations contained in the reports and arguments of the Tribunate and Council of State, both of which bodies had, in a certain measure, a hand in its formation, and the numerous volumes of whose reports and "*proces verbaux*" are consulted to the present day. When these had been searched in vain it became necessary to go deeper, and to delve down into the ruins of the old law, from which the architects of the new had taken the greater part of their edifice, and which they had, as they thought, finally closed up as a mass of rubbish from which all the good had been taken, and which was dedicated henceforth to oblivion and decay. It was, however, necessary to return to this for the purpose of stopping the gaps in the new law. The old customary law of certain provinces and of Paris, from which certain parts had been taken, and of the Roman law in vigour till the Revolution in certain parts of the south, which had furnished others, had to be resorted to again in the search for *data* for the interpretation of the new law, or for matter to eke out its insufficiency and cover wants which had not been thought of. The instances in which the judges have been thus obliged to supply, from extraneous sources, the insufficiency of the new law have been numerous. The article 4 of the Civil Code threatens them with prosecution if they refuse to judge by reason of the "silence, the obscurity, or insufficiency of the law." They have interpreted that silence, thrown light into that obscurity, eked out that insufficiency as best they might; and their efforts to do so are recorded in several scores of quarto volumes, which are under the eye of every lawyer as he sits in his library; they remind one how unsuccessful have been the efforts to put law into formulæ of "mathematical simplicity" sufficient to make "everybody who can read able to judge for himself, without the help of an adviser, what things he may and may not do."

The very conciseness and brevity of those formulæ show that such cannot be the case, because that brevity is purchased partly at the cost of employing technical and theoretical terms of which the layman cannot know the import. And many of the articles of the Code, fluent and simple as they are in appearance, would be as unintelligible to the layman as a choice passage out of Fearne's Contingent Remainders.

But not only to the *profanum vulgus* are those oracles often obscure, but to the sages of the law themselves they are not infrequently perplexing. Indeed, the most learned amongst those sages have differed as to the meaning of certain of the articles.

The Court of Cassation—that court placed over all the other courts of France for the purpose of rectifying their errors in the law, and of being the regulating court (*cour regulatrice*) for the preservation of uniformity in the interpretation of the laws—has differed from itself on several questions, some of them of much importance and frequency. So much for the transparency of the articles of the Code, and the facility with which any one of the million may see to the bottom of them. Clearly expressed they almost invariably are. Intelligible to the layman, in their essence, not infrequently—as where they have laid down rules of conduct and established forms to be followed by the general public, and which the authors of the Code Napoleon have taken pains to clothe in language as familiar and untechnical as possible. But technical language cannot be avoided in articles of law laying down principles in an aphoristic form. They cannot be made intelligible to the general public. The most lengthy explanations would be necessary, which in bulk would soon become what the collection of the Roman laws was said to be before the *Corpus Juris*, the load of several camels. The actual letter in many of the articles is, therefore, impenetrable to all who have not obtained the key of it by legal studies. As to their spirit, their scope and application,

* The section was attacked on the first of these two grounds by Lord Westbury and Lord Penzance in committee. Special objection was taken to the last three lines of the section as quoted above. The Lord Chancellor admitted that the words were too vague, and undertook to consider the point, and to state his decision when the report was brought up.

† *Ante* p. 302.

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that, in articles which read the clearest, is sometimes a matter of the most serious difficulty even for the initiated, and even a French lawyer would be very much astonished at the temerity of the layman who should think himself competent to fathom their depths.

His astonishment would be no less in discovering that, in the words of the *Pall Mall Gazette*, a man, in civil cases, can have recourse *successively to five* jurisdictions. In reality, the rule is that there are never more than two. The writer cumulates things that should not go together. The first of his five degrees is the justice of the peace, "who," says he, "has power to adjudicate (it might have been added — finally) as to all sums not exceeding one hundred francs." He is the judge of such small actions, without appeal, to the amount of one hundred francs; with appeal to the tribunal of first instance, to that of two hundred; besides a variety of actions of small importance in particular cases, for which the law has given him jurisdiction. Beyond those cases he is no judge; he merely interferes as conciliator. The law, under the influence of certain arcadian ideas which were in vogue in the philosophy-loving times of the first revolution, had, with well-meant but unpractical efforts to prevent litigation, created the institution of the *juges de paix* mainly for the purpose of making them, in reality, what their name imports—judges of peace. And that they might the more fully deserve the name, it was ordained that they should act as peace-makers in all actions. This same function was likewise given to them by the new regime. By article 49 of the new Code of Procedure, which is still in vigour, it was decreed that no action should be begun between parties competent to make a compromise and in a case where a compromise would be lawful, until there had been an unavailing attempt by the *juge de paix* to bring the parties to agree, or a citation given by the plaintiff to the defendant to appear before that functionary for that purpose. Should the *juge de paix* have succeeded in bringing the parties to settle their difficulty amicably, the action is put an end to by the agreement of the parties, and not by the act of the judge. He does not interfere judicially; he gives no decision, no judgment, on the matter. And, indeed, his duties in this respect are very seldom called into operation at all. Appearance is enforced only by a fine of ten francs for non-appearance, and even that is frequently avoided by treating the case as one requiring despatch—a circumstance which authorises the president to shorten the time for appearance and to dispense with the *preliminary of conciliation*. So that, in practice, the well-meant but nugatory effort of the philosophers of the revolution against litigation, results in an additional item in the bill of costs.

Beyond the limit of jurisdiction of the *juge de paix* civil actions are taken to the tribunal of first instance, commercial actions to the Tribunal of Commerce. In both instances, when the subject-matter can be expressed by a sum of money, the amount of which does not exceed 1,500 francs, the jurisdiction is final. Above that sum, whatever may be the amount, one single appeal is allowed to the parties. That lies before the Imperial Court within whose territory the tribunal sits, and whose decision is final. Thus, in all civil as well as all commercial actions, there are never more than two degrees of jurisdiction, in a large proportion only one. True it is that in all cases in which a judgment is final, an application may be made to the Court of Cassation for a new trial. There is nothing to prevent the attempt being made, but it can only succeed on grounds of law, never on the question of fact. The Court of Cassation can never be concerned with issues of fact. It was instituted and has been preserved for the purpose of regulating the formation of French jurisprudence, and securing its uniformity. One of the greatest evils of the old *regime* was the confusion which the old *parlements*, or provincial courts of France, created—being respectively independent, and each sovereign and uncontrolled within its own territory—by their frequently conflicting decisions, which there was no superior judicial authority to rectify. To prevent the same evil from arising out of the new courts of appeal, the greater number of which made the danger more serious, it was determined to put over them all one common superior—a supreme court to which all others should be amenable, and whose authority in matters of law should be conclusive. But its authority is limited to matters of law. The most monstrous violations of justice, the most glaring error in a question of fact (*question de fait*), the Court of Cassation must leave untouched and unredressed. *Vice versâ*, the most just decision, if it contain an error of law, must necessarily be quashed (*cassé*) by the Court of Cassation. That accomplished, the Court can go no further. It cannot itself give judgment on the case. It can only consign the case for decision to a Court of the same degree as that from which the judgment has issued. It has no jurisdiction in itself, and any attempt to bring before it a decision in a civil case, in which a violation of the law cannot be alleged and *primâ facie* established to the satisfaction of the chamber of requests (*chambre des requetes*), a section of the Court of Cassation in which the cases undergo a preliminary sifting, is stopped at the very outset by that chamber. There are some other errors in the *Pall Mall Gazette* article, the correction of which would require more space than we can afford to bestow at present.

RECENT DECISIONS.

EQUITY.

DISPUTED TITLE IN SUITS FOR PARTITION.

Giffard v. *Williams*, V.C.S., 18 W. R. 56.

The proposition generally laid down in the books that partition cannot be made the means of trying a disputed title, must be taken with some qualification. The Court has jurisdiction to decide questions of title in a partition suit, where the primary object of the suit is partition; and in such a case the Court will give time to the plaintiff to make out his title, if necessary (*Cartwright* v. *Pulteney*, 2 Atk. 380). But a suit ostensibly for partition, with the real object of trying a disputed title, is a species of fraud on the Court which will not be tolerated. In *Slade* v. *Barlow* (17 W. R. 366, L. R. 7 Eq. 296), which was, in fact, an ejectment bill, Vice-Chancellor James, on it appearing that a question of construction was raised in the pleadings, ordered the bill to be retained for a year, with liberty to the plaintiff to bring an action. "A partition suit," said the Vice-Chancellor, "is based on the assumption that there is no litigation;" which is perfectly consistent with what was said by Vice-Chancellor Stuart in *Giffard* v. *Williams*, if we understand Vice-Chancellor James to have referred, as he must necessarily have done, to litigation contemplated at the institution of the suit. Lord Justice Selwyn in *Bolton* v. *Bolton* (L. R. 7 Eq. 298, n.), agreed with Vice-Chancellor Knight-Bruce in *Potter* v. *Waller* (2 De G. & Sm. 417), that a bill for partition cannot be made the means of trying a disputed title. But as we have already seen, where the primary object is partition, an incidental dispute as to title is no bar to the relief. Vice-Chancellor Stuart scouted the notion that a suit for partition cannot be maintained if the title be disputed by the defendant, and be a legal title only. There is no distinction between equitable and legal titles for the purpose of a partition suit, the decree in which is of course, provided the title be good. And if incidental disputes as to the title do arise, the Court has jurisdiction to dispose of them whether the title be legal or equitable. But the Court has no jurisdiction under Sir John Rolt's Act to dispose of purely legal questions arising in a suit like *Slade* v. *Barlow*; and the course pursued in that case will probably be followed in others, where it is sought to try a title under colour of a bill for partition; namely, to retain the bill until after the legal questions

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are tried at law, and thus to render the suit still available for partition, should partition then be desired.

Allegations to prevent Demurrer.

Grenville Murray v. *Earl of Clarendon*, M. R., 18 W. R. 124, L. R. 9 Eq. 9.

The proposition that every statement in a bill is admitted to be true upon argument of a demurrer may be a little overstretched. The truth is this, that mere general statements in a bill are not enough to defeat a demurrer. It will not do, for instance, to charge that a particular fund was a trust fund, unless you also allege facts which, being necessarily admitted to be true, support the charge. You cannot make a fund a trust fund so as to give the Court jurisdiction by simply calling it so, any more than you can make an act fraudulent by alleging that it was a fraud. The equity of the bill must be supported by allegations showing what that equity is with something approaching to particularity; in point of fact it is the circumstances in which the equity is clothed, which are technically admitted to be true upon demurrer. In *Frietas* v. *Dos Santos* (1 G. & J. 574) all that the bill disclosed a simple money demand enforceable at law. The pleader added the general charge that there were mutual accounts, which ought properly to be taken in equity. This general charge was held to be not enough to save the demurrer.

In the absence of any allegation as to the nature of the accounts, the allegation that the funds drawn annually by the Foreign Office for the purpose of meeting current expenses were trust funds, in the sense in which that word is used in equity, was held in *Grenville Murray* v. *Earl of Clarendon* to be not enough to give the Court jurisdiction to take the accounts at the suit of a dismissed servant of the Foreign Office, there being no allegation to show in what respect the fund was a trust fund. The case was not otherwise of interest to the legal reader, but appears noticeable as a good exposition of what the principles of the Court really are with reference to demurrers. Mere general allegation, it must be repeated, will not do.

Admission of Assets.

Cadbury v. *Smith*, M.R., 15 W. R. 105, L. R. 9 Eq. 37.

The general question is too large to be entered on here. But it may be observed, with reference to the particular case, that the payment of one legacy by executors is not necessarily an admission of assets for the payment of others. Such payment need not be conclusive for more than one reason; it may have been made on the executor's own responsibility, or from mistake; and in either case the Court will scarcely order payment of other legacies without taking the accounts. The executor who has chosen to pay a legacy out of his own pocket, as in *Cadbury* v. *Smith*, does not thereby bind himself to pay all other legacies, without reference to the state of the assets. If it were a debt that he chose to pay out of his own pocket, the payment probably would be construed (though the Master of the Rolls disapproves of the law in this respect) as an admission of assets to pay debts of a superior degree, but not those of an equal degree. But for payment of a legacy to be an admission of assets to pay other legacies, it must be payment by the executor in that character. If an executor pays small legacies to servants, on his own responsibility, without reference to the state of the assets, he does not incur the liability to pay all the legacies given by the will: *Postlethwaite* v. *Mounsey*, 6 Ha. 33 n. What the Court looks to is the intention with which the payment was made. So, too, with respect to cases of payment in mistake, the rule is the same, provided such payments have been made *bonâ fide*. Payment of a legacy on an erroneous construction of a will was held to be no admission of assets on the true construction in *Clark* v. *Bates*, 2 De G. & Sm. 203.

In the other branch of the case, that with reference to the Statute of Limitations, there was little difficulty. Thirty years had run, and the words of the Act are express that no legacy can be claimed after the lapse of twenty years (3 & 4 Will. 4, c. 27, s. 40). If a fund to answer the legacy had been set apart, a trust would have been created which no time would have barred (*Phillipo* v. *Manning*, 2 My. & Cr. 309); but this was not done. And it should be observed that the defence founded on the statute was not rebutted by the allegation that the plaintiffs did not know when the will was proved, inasmuch as the probate of a will is notice to everybody having any claim under it.

Assignment of Debtor's Entire Property to a Single Creditor—Evidence taken in other Courts.

Allen v. *Bonnett*, V.C.M., 18 W. R. 183.

There is something suspicious, it must be confessed, about a conveyance of this character. For the conveyance, gift, delivery, or transfer of all or any part of a debtor's property to constitute an act of bankruptcy under the late or the present law such conveyance, gift, delivery, or transfer must have been fraudulent. Now, the word fraud here has been decided to mean fraud on the policy of the bankrupt law, as well as fraud in the moral sense; and, although the intention to defraud may have been wanting, yet, where the effect of the debtor's act has been to put it out of his power to go on with his business, and meet his other creditors, he is presumed to be guilty of a fraud against the policy of the bankrupt law, which aims at an equal distribution amongst all the creditors: *Woodhouse* v. *Murray*, 15 W. R. 1109. Hence the presumption, in cases where a debtor has assigned away his entire property. "I take it to be perfectly well settled," said Parke, B., in *Siebert* v. *Spooner*, 1 Mc. W. 718, "that where a trader (debtor at the present day) makes an assignment of all his effects, or of all except a very small portion, it is necessarily an act of bankruptcy, without any constructive fraud." In *Ex parte Foxley*, 16 W. R. 422, the Lords Justices decided that a conveyance by a debtor of his whole property, with the exception of his furniture and book debts was an act of bankruptcy; and that the exception of the furniture and book debts was not enough to take the case out of the rule laid down by Baron Parke.

But this rule must not, after all, be taken without some qualification. A conveyance of a man's whole "solvency"—*i.e.*, that which enables him to pay his way and keep on his business—is an act of bankruptcy, for the simple reason that it deprives him of the power of satisfying his other creditors. But a conveyance by a debtor, even of all his property, to secure an advance, which he applies in payment of his existing debts (*Re Colemere*, 14 W. R. 318), or where there is no reason to doubt that the general body of the creditors will have the benefit of it (*Harris* v. *Ricketts*, 4 H. & N. 1) is not fraudulent. In *Mercer* v. *Peterson* (16 W. R. 486) an assignment of a debtor's entire property to secure a debt and further advances was not considered an act of bankruptcy; chiefly, it would seem, because the fact that further advances were contemplated was evidence of the debtor's intention to carry on his business. Much will depend, in such cases, upon whether it is consistent with mercantile usage that the advances should be made (*Bittlestone* v. *Cook*, 4 W. R. 493); and something will turn on the evidence of what was the lender's intention, whether to assist the debtor to go on or not (*Re Colemere*, *ubi sup.*). It comes after all to the question, what was the intention of the parties.

In *Allen* v. *Bonnett* the question was not whether the conveyance was an act of bankruptcy, but whether it was fraudulent and void under the statute of Elizabeth as against the creditors. The decision followed *Alton* v. *Harrison* (17 W. R. 1034). The conclusion in the case was that it makes no difference as regards the statute of Elizabeth, whether the deed deals with the whole or

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only a part of the debtor's property. The only question is that of intention. Secresy does not amount to fraud, although it may be an element to be considered in determining whether there was fraud or not. The only question is that of the intention of the parties, and that the Court, as has been decided over and over again, gathers from the effect of the transaction.

It will be seen that the Vice-Chancellor took the same view as the Master of the Rolls did on a former occasion (s.c., 16 W. R. 1075), that an order of course to read depositions in the bankruptcy is irregular, as they may be made evidence in the usual way: *Lake* v. *Peisley*, L. R. 1 Eq. 173, a contrary decision of the Master of the Rolls is therefore overruled.

COMMON LAW.

Contract obtained by Fraud—Repudiation of Contract.

Meldon v. *Lawless*, C. P. (Ir.), 18 W. R. 261.

This case may serve as a good example of the meaning of the rule that a contract obtained by fraud is voidable, not void. The action was for rent. Plea that the defendant was induced to take the lease by the plaintiff's fraud. Held on demurrer that the plea was bad, because it did not aver that the defendant had repudiated the contract when he discovered the fraud.

If the innocent party to a fraudulent contract chooses, after he has ascertained the fraud, to abide by the contract, he has a perfect right to do so, and the party guilty of the fraud cannot dispute the validity of the contract on the ground of his own fraud. The innocent party has thus usually the option (subject to some exceptions, as where the rights of third parties are involved) of affirming or rescinding the contract. If he ascertains the fraud and then does nothing to show that he repudiates the contract, that may be sufficient evidence that he intends to adopt it, notwithstanding the fraud. If he wishes to rescind the contract he must give it up altogether, he cannot retain a beneficial part and abandon the rest.

A voidable contract is therefore to be carefully distinguished from one that is void. The best instance of a void contract is the case of two or more persons agreeing to commit a crime. Such a contract is absolutely void, and no party to it can take advantage of it or enforce it in any way. There are other kinds of contracts which may be absolutely void in civil proceedings, as in some cases contracts in restraint of trade, or against public policy on other grounds.

The distinction, therefore, between void and voidable contract is clearly marked, and is often of much importance, especially when those defences are alleged in pleas to an action or a contract.

Warranty of Title—Sale of Invention.

Smith v. *Buckingham*, Q.B., 18 W. R. 314.

It is usually laid down as a rule of English law that there is no warranty of title on the sale of an ascertained chattel. This rule, however, must be taken as being subject to more than the usual number of exceptions, and in *Sims* v. *Marryatt* (20 L. J. Q. B. 454), Lord Campbell said that the exceptions "well nigh eat up the rule." The most instructive case on the subject is *Eicholtz* v. *Bannister*, where the rule was very fully discussed. It was there held that "if the vendor of a chattel at the time of the sale either by words affirm that he is the owner or by his conduct give the purchaser to understand that he is such owner, then it forms part of the contract, and if it turns out that in fact he is not the owner, the consideration fails and the money so paid by the purchaser can be recovered back." It will usually be implied in law on the sale of a chattel that there is a representation by the vendor that he has a good title to the chattel sold, because "in all ordinary sales the party who undertakes to sell exercises thereby the strongest act of dominion over the chattel which he proposes to sell, and would, therefore, commonly lead a purchaser to believe that he was the owner of the chattel." This is usually the case, but there may be sales in which from their nature there can be no implied warranty of title. It has accordingly been held that there is no warranty of title on the sale of a forfeited pledge by a pawnbroker: *Morley* v. *Attenborough* (3 Ex. 500), or where goods are bought at a sheriff's sale: *Chapman* v. *Speller* (19 L. J. Q. B. 239), or on the sale of a patent right: *Hall* v. *Conder* (5 W. R. 491). In these cases, which are but examples of the principle, the mere fact of selling does not give rise to the presumption of a warranty.

The result of the cases is that, on the sale of an ascertained chattel, the law usually presumes a warranty of title, although the surrounding circumstances of the sale may negative that presumption. This is far more accurate and more easily remembered than the rule usually laid down which is really "well nigh eaten up with exceptions."

The question whether there is a warranty of title on the sale of an invention was discussed in *Smith* v. *Buckingham* on demurrer to a plea. The real difficulty in the case was as to the construction of the plea, and this point has no general interest. The judgment, however, recognises and adopts the rule as to warranty of title on the sale of an invention. Cockburn, C.J., says "where one person is supposed to have invented some article, and another under that supposition agrees to buy that invention, the buyer who has taken his chance cannot turn round and say to the inventor there is no invention." That is, there is no warranty of title on the sale of a thing like an invention, because the nature of the case negatives the ordinary presumption of law. The judgment, however, goes on: "but the case may be different where a person believing that he has discovered some process, sells that process as if it existed, whereas in fact it has no existence save only in the imagination of the vendor. In such a case I cannot say that the purchaser is bound."

The distinction between the two cases put by Cockburn, C.J., is clear. In the first there is something in existence, which the vendee gets, whether it is of great or small value. He gets all the rights of the vendor, and therefore he has at least a chance of getting something. In the second case the vendee gets and can get absolutely nothing in any event, and there would, therefore, be a total failure of consideration. The judgment in *Smith* v. *Buckingham* illustrates a rule of law that is not always very well understood, although the actual decision turned on the construction of an ambiguously worded plea.

Several Fishery—Tidal River—Change of Course.

Mayor, &c., of Carlisle v. *Graham*, Ex., 18 W. R. 315.

In this case the Court of Exchequer were, in the words of Kelly, C.B., "called upon to decide the question which now arises for the first time. Is the several fishery of a subject in a tidal river, the waters of which permanently recede from a portion of its course and flow into and through another course where the land on both sides of the new channel belong to another subject, transferred from the old to the new channel, and so a several fishery created in such new channel, or in some part of it." The Court decided that the fishery is not transferred from the old to the new channel. There was no direct authority on the point, but it was argued that the rights of the public and of the Crown may be exercised over a new channel of a tidal river as soon as such new channel is formed, and that, therefore, the private rights enjoyed over the old might also be enjoyed over the new channel. The judgment, however, distinguishes the two classes of rights. It recognises the fact that "all the authorities, ancient and modern, are uniform to the effect that" the rights of the Crown and of the public

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over a new channel of a tidal river come into existence when such new channel is formed, but that the right in the soil of such channel remains in the former owner; and, if the new channel were to become dry, the land would be again free from all rights of the Crown or public. As the title of the defendants to the fishery in this case was derived from a grant by the Crown, and as the title of the Crown to make such grant was derived from its ownership of the soil (*Murphy* v. *Ryan*, 1 Ir. Rep. C. P. 143, cited and approved in this judgment), it followed that the defendants could not claim a right of fishery in a new channel of a tidal river when the soil does not and never did belong to the Crown. Some further reasons, derived from considerations of convenience, were also mentioned in the judgment as additional grounds for the decision.

REVIEWS.

The Practice of the Court of Referees on Private Bills in Parliament, with Reports of Cases as to the Locus Standi *of Petitioners, During the Sessions*, 1867-8-9. By FREDERICK CLIFFORD of the Middle Temple, and PEMBROKE S. STEPHENS, of Lincoln's-inn, Barristers-at-Law. London: Butterworths.

Before 1864 all questions as to the *locus standi* of petitioners opposing a private bill were heard and determined by the Committee to whom the bill was referred, a practice which was attended with very great inconvenience; counsel and witnesses had to be in readiness up to the last moment to support the petitioner's opposition on its merits, when after all, the Committee decided that the petitioners were not entitled to be heard. To obviate this it was ordered that the referees should on all petitions decide beforehand as to the petitioner's *locus standi*, and the Court of Referees was established accordingly. Besides this duty of deciding questions of *locus standi*, the Court of Referees had also in certain cases to investigate certain matters relating to the merits of the bill. This latter function did not prove satisfactory; it was found that the inquiries of the referees and of the committees, to use the words of the authors of the present work, overlapped each other, and in consequence, in March, 1868, an alteration was made. The inconvenience of the double inquiry was done away with, and at the same time the tribunal deciding on the merits was strengthened, by an order empowering the Committee of Selection to refer "any opposed private bill or any group of such bills to a committee composed of four members and one referee." The referees still remain as a separate court to try questions of *locus standi*.

It is the practice on the latter subject that the work before us aims at elucidating. The institution of the Court of Referees was intended to secure, besides the removal of the inconvenience first alluded to, some uniformity of decision on questions of *locus standi*, and though the Court does not give its reasons when it decides the questions, a security and uniformity has been attained to which we were strangers before this Court was established. The books usually consulted by practitioners in this department are those of Mr. Fawcett and Mr. Shiress Will, with the well-known work of Mr. Smethurst on *Locus Standi*, in which decisions are digested, and Sir Erskine May's Parliamentary Practice, the sixth and last edition of which was published in 1868. The authors point out in their preface that none of the decisions of 1867 or later years are included in these works. They are accordingly reported in an appendix to the treatise before us, arranged in six groups; viz., cases relating to (1) practice; (2) owners, lessees, &c.; (3) traders, freighters, &c.; (4) competition; (5) municipal authorities; (6) shareholders, mortgagees, &c. The history and practice of the subject are detailed tersely and accurately, and in a very intelligible manner in the treatise. There is also a print of the Courts of Referees Act, 1869, and a double index, one of reports and the other of subjects. To counsel or agents engaged in parliamentary practice the work will prove extremely serviceable.

JURIDICAL SOCIETY.—The next meeting will be held on Wednesday, the 16th of March, at 8 p.m. This meeting will not be the anniversary meeting which is unavoidably postponed to Wednesday, the 30th of March.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

March 9.—*Re Hilliar.*

Bankruptcy Act, 1869, *s.* 125, *Rule* 284.

Reed applied for leave to file a resolution of creditors, notwithstanding that the period allowed by the 284th rule had expired.

It appeared that the debtor had filed a petition for liquidation or composition under the 125th section of the Bankruptcy Act, 1869, and a meeting was held under the provisions of the statute on the 2nd of March, at which the creditors resolved to accept a composition of five shillings in the pound. The resolution was placed in the hands of the chairman for registration, but he, through an inadvertence, and in the belief that seven days were allowed for that purpose, omitted to file it within the three days allowed by the 284th rule; and upon the resolution being presented for registration on the sixth day the registrar declined to receive it unless by order of the Court.

The CHIEF JUDGE, on being satisfied that the omission to register the resolution within the period prescribed by the rule had arisen through a mere inadvertence, granted the desired leave.

Solicitor, *J. R. Miller.*

Re Hughes.

Bankruptcy Act, 1869, *s.* 13.

R. Griffiths, for the creditor petitioning for an adjudication of bankruptcy against the debtor, applied for an interim injunction to restrain the holder of a conditional bill of sale, executed by the debtor, from continuing an action brought against the receiver.

On the 24th February a petition for adjudication was filed, service of which was ordered to be made upon the debtor in Spain, and on the 25th a receiver was appointed and possession taken of the debtor's property. On the same day an action of ejectment was commenced by the holder of the bill of sale against the receiver for the purpose of turning him out of possession. It was submitted that the terms of the 13th section were sufficiently comprehensive to justify the Court in making an order, although the action was not in strictness brought in respect of a "debt provable."

The CHIEF JUDGE.—You may give notice of motion for Monday next.

Solicitors, *Lowther & Co.*

March 10.—*Anonymous.*

Bankruptcy Act, 1869, *Rule* 49—*Commission to examine witnesses—Counsel—Practice.*

In this case a petition for adjudication had been filed against a debtor and a commission had been granted (*ante* 375) under the 49th of the new rules for the examination of two witnesses resident in the country in support of the petition.

R. Griffiths, for the petitioning creditor, now applied that leave might be given for counsel to attend the examination of the witnesses.

The CHIEF JUDGE said the employment of counsel was a matter entirely in the discretion of the petitioning creditor, and it was unnecessary for him to give any direction upon the subject. No doubt the evidence would be taken in the mode usually adopted upon a commission issued by a court of law or equity; and if, in the interests of justice, it was expedient to employ counsel, the petitioning creditor would probably do so, but his Lordship could not make any order in the matter.

Solicitors, *Davis & Davis.*

COUNTY COURTS.

HERTFORD.

(Before P. M. LEONARD, Esq., Deputy Judge.)

Feb. 1, March 2.—*Brown and Another* v. *The Midland Railway Company.**

Railway company—Railway and Canal Traffic Regulation Act (17 & 18 *Vict. c.* 31), *s.* 7—*Carriage at "owners' risk"—Unreasonable agreement—Practice*—30 & 31 *Vict c.* 142, *s.* 1.

This action (which was partly heard by the judge in

* Compare *Woodger* v. *Great Eastern Railway Company* (12 S. J. 766.)

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December last) was brought to recover the sum of £4 5s. for damages to certain drain pipes, closet pans, chimney pots, &c., consigned by the plaintiffs to three of their customers, two of whom lived within the district of this court, but the third did not. Leave to sue in this court was granted by the registrar upon an affidavit of the plaintiffs' manager that the cause of action arose in wholly or in part within the district of this court.

At the hearing before the Deputy Judge objection was taken to the jurisdiction of the court, which point was reserved, and the case proceeded on the merits.

Mr. Shepherd, solicitor, Luton, appeared for the plaintiffs.

Edge, for the defendants.

Judgment reserved.

On the 2nd March inst. the Judge (Mr. Gordon) read the following judgment, in which he stated that he fully concurred:—

In this action the plaintiffs seek to recover from the defendants the sum of £4 5s. on account of damage done by them to certain drainage pipes and other articles entrusted to them as carriers. [After reading the particulars annexed to the plaint his Honour proceeded]:—

From the evidence it appears that the pipes were carefully packed by the plaintiffs' men, in trucks belonging to the plaintiffs; and that the trucks were properly constructed. On the despatch of each of the trucks, a ticket or note in the following terms addressed to the station masters of the defendants' company was given by the plaintiffs to the defendants:—

"*At Owners' Risk*—Mr. Bakewell, please forward in good condition; May 6th, 1869, the under-mentioned goods, received from yours respectfully, Henry Brown & Sons, Luton, No. 14115, pipes, to our order 122, at Ware, Great Northern Railway Company. Ch. W. E. Ensor."

The ticket accompanied the goods sent to the station master at Ware, on the 6th May, 1869, and a similar one was sent with those forwarded to Hertford on the 11th August following.

Upon the opening of the case before me a preliminary objection as to the jurisdiction of the Court to entertain the case was raised by the learned counsel who appeared for the defendants, on the ground that the defendants neither carried on nor had their principal place of business within the district of this court. In answer to that objection, section 1 of the 30th and 31st Vict. c. 142 has been relied on. By that section it is, amongst other things, provided that a plaint may be entered by leave of the judge or registrar of the county court in the district in which the cause of action wholly or in part arose. Did the cause of action arise within the district of this court? The first item in the particulars is for damage done to pipes on the transit from Wooden Box to Buntingford. As Buntingford is not within the district of this court, I am of opinion that the objection must be allowed as to that item, which must herefore be struck out.

With regard to the second and third items, namely, damage to pipes in the transit from Wooden Box to Ware, and from Wooden Box to Hertford, the causes of action appear to me to have arisen within the district of this Court, and the objection so far as those items are concerned, must accordingly be overruled. Now, as to the facts, it appears that when the trucks arrived at their respective destinations, it was discovered that several of the pipes were broken, and as to those consigned to Hertford, that the damage was caused by the defendants' servants. The defendants did not call any evidence. On their part it was, however, contended—first, that as the goods were forwarded at the "owners' risk," the defendants were not liable; and secondly, that the plaintiffs had themselves been guilty of such contributory negligence as would disentitle them to recover any damages. The question, therefore, is, are the defendants liable to pay the plaintiffs for the damage they have sustained? I may dispose of the second point of the defence by saying that there is no evidence of contributory negligence. It remains, therefore, to be considered whether the tickets I have referred to amount to a contract, and if they do, what is the effect of it. The Railway and Canal Traffic Regulation Act, 17 & 18 Vict. c. 31, s. 7, provides as follows:—

"Every such company as aforesaid [which includes the defendants' company] shall be liable for the loss of, or for any injury done to, any horses, cattle, or other animals, or to any articles, goods, or things in the receiving, forwarding, or delivering thereof, occasioned by the neglect or default of such company, or by its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting such liability; every such notice, condition, or declaration being hereby declared to be null and void. Provided always, that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivering of any of the said animals, articles, goods, or things, as shall be adjudged by the court or judge before whom any questions relating thereto shall be tried, to be just and reasonable. . . . . Provided also, that no special contract, between such company and any other parties respecting the receiving, forwarding, or delivering any of the animals, articles, goods, or things, as aforesaid, shall be binding upon, or affect any such party, unless the same be signed by him, or by the person delivering such animals, articles, goods, or things, respectively for carriage."

Here the tickets containing the alleged contract are signed by the sender as required by the Act. But the words (at "owners' risk") if taken in accordance with the decision in *Peck* v. *N. Staffordshire Railway*, 6 W. R. 797,* to have been intended to exonerate the defendants from all liability whatever, would render the contract an unreasonable one; and, therefore, one into which the defendants could not compel the plaintiffs to enter, or by which they could not hold them bound if they did. The result is that the parties must resort to their common law rights and liabilities; and, by law, the defendants as common carriers, are bound safely and securely to carry goods entrusted to them for that purpose. In this case the defendants have not done so, and I am, therefore, of opinion, that the plaintiffs are entitled to recover £2 15s. in respect of the last two items. As to the costs, considering that the plaintiffs have failed, with respect to the first items in their particulars, and that the court has power when a cause of action is struck out for want of jurisdiction to award the defendants costs, I think that the justice of the case will be met by leaving each party to pay their own costs.

Judgment accordingly for £2 15s., and costs (*i.e.*, Court fees) 10s.

APPOINTMENTS.

Mr. David Sherlock, of the Irish Bar, and M.P. for King's County, has been appointed Third Serjeant-at-Law in Ireland, on the vacancy occasioned by the elevation of Mr. Serjeant Dowse to the Solicitor-Generalship. Mr. Serjeant Sherlock is a son of Thomas Sherlock, Esq., a Dublin solicitor, by Isabella, daughter of John Ball, Esq., solicitor to the Ecclesiastical Commissioners for Ireland. He was born in September, 1816, and was educated at Trinity College, Dublin; was called to the Bar in Ireland in Hilary Term, 1837, and was created a Queen's Counsel in July, 1855; he was recently elected a Bencher of King's Inns, Dublin.

Mr. Thomas Burnett Woodham, solicitor, of Winchester, has been appointed Under-Sheriff of Hants, or county of Southampton, for the present year.

Mr. Philip Longmore, solicitor, of Hertford, has been appointed Under-Sheriff of the county of Herts for the current year. Mr. Longmore took out his certificate in Easter Term, 1821, and is Town Clerk of Hertford, Clerk to the Magistrates, and Clerk to the Commissioners of Taxes; he is a member of the local firm of Longmore, Sworder, & Longmore.

Mr. Edmund Butler Edwards, solicitor, of Pontypool, has been appointed Under-Sheriff of Monmouthshire for the current year. Mr. Edwards was certificated in Hilary Term, 1847.

Mr. George Moon, solicitor, of Woodbridge, has been appointed Under-Sheriff for the county of Suffolk for the current year. Mr. Moon's certificate as an attorney dates from Michaelmas Term, 1833.

Mr. Charles James Abbott, solicitor, of New-inn, Strand, has been appointed Under-Sheriff of the county of Surrey for the current year.

* Affirmed H. L., 11 W. R. 1023.

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Mr. George Warren Lamb, solicitor, of Kettering, has been appointed Under-Sheriff for the county of Northampton during the present year. Mr. Lamb's certificate as an attorney was taken out in Hilary Term, 1850. He holds the local offices of Town Clerk of the borough, Clerk to the Magistrates, and Registrar of the County Court.

Mr. Francis George Rawson, solicitor, of Nottingham, has been appointed Under-Sheriff of the county of Notts for the current year. Mr. Rawson is a member of the local firm of Freeth, Browne, & Rawson, and is Clerk to the borough magistrates.

Mr. William Heaford Daubney, solicitor, of Great Grimsby, has been appointed Under-Sheriff of Lincolnshire for the current year. He was certificated in 1837, and he is Clerk to the county magistrates and Registrar of the Grimsby County Court.

Mr. Alfred Barraud Burton, solicitor, of Lincoln, has been appointed Assistant Under-Sheriff of Lincolnshire, and will perform the duties of the shrievalty as deputy to Mr. Daubney. Mr. Burton was certificated in Easter Term, 1862, and is a junior member of the local firm of Burton & Sons. He was formerly Under-Sheriff for the city of Lincoln.

Mr. Henry Heffill, solicitor, of Diss, Norfolk, has been appointed Under-Sheriff of the county for the present year. Mr. Heffill was certificated in Easter Term, 1833, and is the senior partner of the local firm of Heffill & Salmon.

Mr. William Gray, solicitor, of York, has been appointed Under-Sheriff of Yorkshire for the present year.

Mr. Frederick Fowell, solicitor, of Garboldisham, Norfolk, has been appointed a Commissioner to administer oaths in Chancery.

Mr. Michael Pope, of Dulwich, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Surrey, also in and for the county of Middlesex, the city of London, and the city and liberties of Westminster.

Mr. Matthew Sykes Scholefield, of Batley, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the West Riding of the county of York.

GENERAL CORRESPONDENCE.

The Attorneys and Solicitors Remuneration Bill.

Sir,—As an attorney personally, I have not the slightest objection to the passing of the Attorneys and Solicitors Remuneration Bill, for I am fully resolved that I shall never avail myself of the great privilege of getting any client of mine to bind himself by an agreement in writing respecting the amount and manner of payment of my services, and I am well assured that no practitioner of any respectability will ever do anything of the kind. But sometimes we should sink personal considerations.

I really am at a loss to know in whose interest the proposed bill is brought forward. Is it in that of the public, that they are to be called upon in the dens of the inferior practitioners who will avail themselves of the Act to sign a contract? If so I can only say the public have very little to thank Mr. Rathbone for. If it is intended to encourage the practice of the public running about to find who will do a job cheapest and sign an agreement to that effect, I am not clear that they will find themselves much better off in the long run. There are those who work in this way without the necessity of legislative sanction.

Is it in the interest of the attorney? Yes, indeed, it is, of the pettifogger who has transactions with clients who are either vulgar and illiterate or who cannot escape his clutches, to whose observance of engagements he cannot trust, and whom he can wheedle or bully into signing an agreement; but to the bulk of the profession, consisting as it does of honourable men who do not usually work by contract and do not wish to get large fees out of unwilling clients, it will be an entirely dead letter.

I should be very sorry to ask any client of mine to sign an agreement, and if I did I should not respect him much if he did not walk straight out of my office.

The idea of applying the principle of written contracts to remuneration of professional services is to my mind as absurd a plan as can be devised.

Take the other learned and skilled professions. Imagine a medical man contracting in writing the price at which he is to be remunerated for treatment of an attack of scarlet fever or of a broken limb—a barrister for the conduct of a defence—an architect or engineer for the construction of a house or works. They can all do this now—but do they?

Even as regards the remuneration of a trustee solicitor he will be worse off than ever if he relies upon the Act. Nothing can be more repulsive to a man of gentlemanly feeling than to ask for the consent in writing of his co-trustees to his charging his costs; and if his costs exceed £10 even the acquiescence of the *cestui que trust* will not relieve him from submitting his bill to a taxing master.

The only thing in the bill of the slightest advantage to the public and the profession is the last section, allowing the master to take into account the skill employed in assessing remuneration.

Many a law suit has been averted by judicious tact and firmness in an interview or a letter for which the attorney gets a few shillings, whereas if he had been a bungler or a knave he might have reaped hundreds, and if the bill passes it is presumed that a man will be entitled to be paid, say fifty guineas for a journey instead of three, if his client has received that amount of benefit from his skill.

I look upon the rest of the bill as quite unnecessary, and that it will as before stated be only of advantage to inferior attorneys who have to deal with illiterate clients and who wish to undersell their brethren.

A Gentleman &c.

The County Courts.

Sir,—I think such a letter as that from "An Old Hand" in your last week's impression, should not have been allowed to appear in your columns. The letter I refer to was evidently written less for the purpose of exposing a public evil than for the purpose of slandering a large and highly respectable body of practitioners—the registrars of the county courts.

I am the registrar of a court issuing less than 600 plaints per annum, and I know very well the working of many similar courts, and I say unhesitatingly that in none of these do practices such as those described by your correspondent exist. I never knew or heard of a registrar who, either by himself or his clerks, "touted" for the issuing of either ordinary summonses or summonses under section 2 of the County Court Act of 1867; indeed the charge of "touting" for the issuing of ordinary summonses is simply an absurdity. Does your correspondent mean to say that the registrars or their clerks go about to the shopkeepers and urge them to issue summonses?

It seems to me also that the subject of the county courts is discussed in your columns for the most part in an unfriendly, not to say an unfair, spirit. It is quite right, and very much to the advantage both of the public and of the courts themselves, that your correspondents should point out any anomalies which may exist in the procedure of these courts, or should direct attention to any excessive or unfair fees which may be levied on them; but no sooner does a "hitch" occur in the procedure, or an officer happen to fail in the strict performance of his duty, than we have a letter from an indignant correspondent "who has practised in the county courts for the last time," (as though that would annihilate the county courts, or hurt anybody but himself!) or if a small extra fee is imposed on the issuing of a new and troublesome process, we have a sensation heading about the "atrocious fees under section 2;" and, to crown all, if "An Old Hand" is envious of a particular registrar who he tells you gets "about £100 added to his previous £700 per annum," then he makes your columns the means of circulating "atrocious" slanders on a body of men who have, with scarcely an exception, performed their duties not only with credit to themselves, but to the satisfaction of the country.

An Indignant Registrar.

Mr. Frederick Alfred Trenchard, solicitor, of Taunton, has been appointed by the Crown to be Local Attorney in the Prosecution of Messrs. Vanderbyl, Fennelley, and Kinglake, for alleged corrupt practices at the last Bridgwater election. Mr. Trenchard has been in practice at Taunton for many years and has also for a long period attended the Registration Courts for the counties of Somerset and Dorset.

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PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 10.—*The Churchwardens' Eligibility Bill* was read a second time, Earl Beauchamp explaining that it was intended to enable non-resident ratepayers to serve in small parishes.

The *Naturalization Bill.*—Committee. Clause 1 agreed to. Clause 2 supplemented with a proviso empowering the Crown to suspend in war time its operation as to enjoyment of property by aliens. Clauses 3 and 4 agreed to. Clause 5 was passed, the Lord Chancellor pointing out that the bill was confined to artificial naturalization, while nationality could only be dealt with by treaty. Clause 6 passed with three years substituted for five. Clause 7 passed. Clause 8 (cancellation of certificates of British naturalization or re-admission) the Lord Chancellor said should be reconsidered. Remaining clauses agreed to and bill reported.

HOUSE OF COMMONS.

March 4.—*Habitual Drunkards.*—Mr. Dalrymple moved "That it is desirable to legislate for the proper reception, detention, and management of habitual drunkards." The subject was too large for a private bill. He thought power should be given to the magistrates to commit an habitual drunkard to the reformatory ward of the workhouse or to a reformatory to be established expressly for the purpose, and that the period of detention should continue until the person so confined could procure a medical certificate to show that he had obtained control over himself, or until his disease took the form as it frequently did of hopeless imbecility. The reformatories to be established for the reception of drunkards should be self-supporting, and in the event of a cure being effected the individual on his discharge should receive all he had earned above the bare sum expended for his maintenance in order that he should have the means of obtaining a new start in life.—Mr. Bruce said that if a private bill had been brought forward, the enormous difficulty of the subject would have been realised. He thought some voluntary efforts should first be made for establishing reformatories of the kind alluded to. State interference would be attended with enormous difficulties and disadvantages. The Government, however, proposed during the session to bring forward two measures, which would, he trusted, have a marked effect in checking the abuse of intoxicating liquors. By one they hoped to place mechanical difficulties in the way of procuring intoxicating drinks; but he trusted that far greater effects would result from the measure introduced by the Vice-President of the Privy Council, which would spread throughout the country sounder opinions and sounder knowledge, and which would therefore be the means of checking the mischiefs arising from drunkenness.—Motion withdrawn.

March 7.—*Bankruptcy Law of Ireland.*—In reply to Mr. Keown the Attorney-General said that, there being much diversity of opinion as to immediate assimilation to the new English law or waiting to see how that law worked, the Government did not intend introducing any bill at present.

Mr. W. H. Cook, Q.C.—Mr. Eykyn asked whether the William Henry Cook, scheduled as a briber in the report made to the House of Commons by the Commissioners to inquire into corrupt practices at Beverley, was the same person as Mr. William Henry Cook, Q.C., now one of the judges of the County Court for the county of Norfolk; and, if so, whether he was not, under section 45 of 31 & 32 Vict. c. 125, rendered incapable, as being found guilty of bribery, of holding any judicial office; and, if in the judgment of the Government the statutable incapacity did not attach without further proceedings, it was their intention to institute such proceedings as might be necessary in the present state of the law to subject the person so scheduled to the disqualification imposed in the said Act?

The Attorney-General said there was no doubt as to the identity of the person. The second part of the question was one of very great difficulty. Section 45 of the Act provided that if any person other than a candidate should be found guilty of any proceeding in which, after notice of the charge, he had had an opportunity of being heard, then he should be disqualified. The difficulty was whether his being summoned and heard as a witness complied with the words of the section "having the opportunity of being heard:" or whether the Act did not mean as a person charged with an offence, and having a right, therefore, to cross-examine witnesses called against him, and adduce witnesses in his defence. In one sense Mr. Cook had an opportunity of being heard—he was heard to give evidence, but he had no opportunity of cross-examining the witnesses against him or of adducing witnesses in his defence, or making that defence which a person charged with a criminal offence ordinarily would have an opportunity of offering. The question could not be authoritatively decided except by some judicial interpretation. He had no right or power to give any authoritative opinion. It did not appear under existing circumstances to be the duty of the Government to take any proceedings of a judicial character against Mr. Cook.

Committal of a Juryman at Norwich.—Mr. Haviland-Burke asked the Attorney-General whether the attention of the Government had been drawn, in an official form or otherwise, to the committal of the foreman of the jury for five days by Mr. W. H. Cook, Q.C., County Court Judge, while presiding in his official capacity at Norwich; whether the judge of that county court was justified in ordering the registrar to enter a verdict for the plaintiff before the jury had determined the verdict, which was eventually given for the defendant; and whether any and what steps would be taken by the proper authority to prevent the recurrence of such acts?

The Attorney-General said he had taken the opportunity of communicating with the learned judge of the county court, and, with respect to the first part of the question, he understood that the foreman of the jury was committed, not for anything done by him as a juryman, but that after the trial was over and the jury was *functus officio*, he used some offensive and insulting expression to the judge, whereupon the judge committed him for five days, but on the juryman expressing his regret the order of commitment was instantly cancelled. With respect to the second part of the question, he was instructed that the judge did not order the registrar to enter the verdict for the plaintiff. A memorial had been presented to the Lord Chancellor, and the matter was, he believed, now under his Lordship's consideration.

Stamps on Building Leases.—The Chancellor of the Exchequer, in reply to Mr. Hadfield, said that he could not consent to postpone the bill he had introduced to indemnify certain persons who had been misled with reference to the stamps upon building leases.

The *Irish Land Bill.*—Mr. Gladstone moved the second reading.—Mr. Bryan opposed the bill. It would be useless unless entirely transformed. It erred in dealing unequally with north and south. The scale of compensation for eviction was too small, and the law of distress should have been abolished.—Captain White seconded the opposition. Fixity of tenure was the only remedy that would answer.—Mr. O'Reilly Dease, on the whole, supported the bill as an honest measure.—Sir H. Bruce supported the bill, though he thought interference between landlord and tenant was unnecessary.—Mr. Bagwell supported the second reading, but would oppose the third unless the bill were much altered in Committee. There was too much law in it.—Sir F. Heygate objected to interference with purchasers from the Landed Estates Court, but sympathised with the object of the bill.—Mr. Agar Ellis said that, though the bill had its weak points, it had its good ones, and the subject should be settled at once.—Mr. Kavanagh, on the whole, accepted the bill as a just settlement.—Mr. Pim thought it could be amended into a just settlement.—Mr. G. Gregory objected to State interference in land purchase, and thought the scale would promote absenteeism.—Mr. Whalley asked an assurance that the concession would remove the discontent which he attributed to the Roman Catholic hierarchy.—Mr. Brodrick objected to the public loans for land purchase and the retrospective compensation, but approved the bill on the whole.—Mr. Chichester Fortescue urged the representatives of landlords and tenants to combine for a prompt settlement, and lauded the simple machinery of the bill.—Dr. Ball thought both the merits and demerits had been exaggerated. Its political effect would be small, but it erred against economical and legal principles.—Debate adjourned.

The *Stamp Duty on Leases Bill* was read a second time.

The *Judges Jurisdiction Bill* was read a second time.

County of London.—Mr. Buxton introduced a bill for creating and regulating the county of London.

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March 8.—The *Irish Land Bill.*—Adjourned debate on the second reading.—Mr. Maguire hoped the bill would be amended in Committee. *Inter alia* the Ulster custom must be defined and distress abolished, both for rent, and in the labourers condition. He praised the land purchase part of the bill.—Mr. Hunt agreed with the Ulster custom and improvement compensation clauses, but the eviction scale was unjust to landlords, and purchasers from the Landed Estates Court were unjustly treated. He approved the purchase plan save as to very small holdings. The legal machinery would create and multiply legislation.—The Attorney-General said the Government would consider the expediency of limiting the time for compensation claims. The bill aimed at compelling Irish courts to recognise local customs as the English courts did. The Ulster custom could not be defined.—Mr. G. H. Moore, Mr. Samuelson, Mr. C. S. Read, and the O'Donoghue supported the bill.—Mr. Henley called the bill "a bill for the promotion of interminable litigation and for the extinguishment of small holdings."—Mr. Dowse said the English common law prevailed in Ireland only in letter not in spirit.—Debate adjourned.

March 9.—The *Revestment of Mortgages Bill* (by Mr. Dodds) was read a second time.

The *Coroners Bill* was read a second time.

March 10.—The *Irish Land Bill.*—Adjourned debate on the second reading.—Colonel Wilson Patten thought the urgency of the case justified a bill which violated all rules of political economy.—Mr. Horsman thought the bill would restore quiet and content.—Mr. Pell approved it in the main.—Sir Roundell Palmer congratulated the Government on successfully steering between all the remedies proposed. He approved the bill. Interference with the contract law was justified by the hypothesis that the Irish landlord and tenant could not be trusted to contract together. He thought the "loan" clauses of small moment. The "courts" clauses were to cheapen, not promote litigation. But unless the law were vindicated in the protection of landlords' and tenants' rights, the bill would be waste paper, and he begged the Government to accompany it with measures to that end.—Lords Burke and St. Lawrence and Mr. Conolly and Mr. Monsell supported the bill.—Sir G. Grey opposed it.—Mr. Hardy did not admit the sufficiency of the grievance, but acquiesced in the second reading.—Debate adjourned.

IRELAND.

COURT OF CHANCERY.

Molony v. *Symes and Others.*

Next friend ordered to pay costs of proceedings set aside.

March 5.—The Lord Chancellor delivered judgment in this case, which stood over since Saturday week last. It was an application by Mr. Henry Molony, to set aside the proceedings, on the ground that they were brought by Mr. James G. Rynd, acting as solicitor for Richard Pigott, who was described as next friend of Mr. Molony, without Mr. Molony's sanction or knowledge, and on the allegation that he was a person of unsound mind, which allegation was unfounded.

The Lord Chancellor directed that the proceedings should be set aside, and that Richard Pigott, as the next friend who had instituted those proceedings should pay the costs incurred by Mr. Molony, as also the costs incurred by the defendants in the cause, as between solicitor and client, and in default of Richard Pigott in paying such costs, then that such costs should be paid by Mr. James Rynd, the solicitor who filed the bill, as he should have made more inquiries before he put upon the files of the Court a bill stigmatising Mr. Molony as a lunatic.

Commissioner Extraordinary for the London District.

Messrs. Palles, Q.C., and *S. Walker*, applied that *Mr. Dalton Thomas Miller* (Miller & Miller), who was a solicitor of the English Court of Chancery, and an attorney of the superior courts of law, might be appointed a commissioner for taking affidavits for the London district for the Irish Court of Chancery. There had been eight commissioners for the London district, but six of them had either died or left London, and there were now but two commissioners—the Messrs. King, of Southampton-buildings. Mr. Miller's certificate had been signed by Lord Justice Giffard, Vice-Chancellor James, and Sir R. Palmer, and almost all the leading counsel of the English Bar, by the Lord Mayor of London, and several eminent merchants; and Lord Justice Giffard and Vice-Chancellor James had also certified that there was a necessity for the appointment of another commissioner, in consequence of the extent of the district.

The Lord Chancellor appointed Mr. Miller a commissioner.

SOCIETIES AND INSTITUTIONS

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

REQUISITIONS ON TITLE AND OPEN CONTRACTS.*

If the client of any gentleman in this room called some morning, and said, "I have sold my estate at P. to Mr. F., and I wish you to do what is needful for me in furnishing evidence of my title as soon as possible, for I want the money," the answer would be, "But first you must have a contract." "Oh! but we have signed one already. Here it is—'I, A., agree to sell my estate called P., containing about 100 acres, now in my possession, at the price of £3,000, and I., F., agree to purchase the said estate at that price.'" A look of horror and pity would pervade the benevolent face of my hearer as he said, "My good friend, I sincerely sympathise with you. The price you have got is not a bad one *when* you get it, but it is highly probable you never will, or if you do it will be at the end of months, possibly years, after a considerable per centage has been expended in making out your title. I know that Mr. F. will be represented by Mr. X. (let us hope that gentleman is not present), and that you and I shall have to undergo a process of torture to which the rack and the thumbscrew (which were at any rate provided free of charge) were a joke.

Is a colloquy, which I might extend into a dialogue after the manner of Eunomus or Landor's "Imaginary Conversations," an event of rare occurrence?

There is no doubt that such a contract might afford a subject of litigation, not only on the question of title, but on its construction as to what the estate consisted of, and what the words "about" and "in possession" meant; fortunately country gentlemen and owners of house property generally have sufficient practical experience to know that their proper course (*as the law now stands*) is to have a formal contract drawn by a solicitor, if the sale is by private contract. The preparation of such a contract often involves the exercise of considerable judgment as to what should be introduced and what should not. Instances have occurred of hundreds of pounds more being obtained for a property in consequence of the contract not being too stringent, and of conditions being loosely drawn.

A property was subject to a covenant on restriction of trade of which no mention was made in the conditions. Two persons bid furiously against each other, and the property was sold at a considerable excess over the reserved price. The covenantee, not caring about the trade proposed to be exercised, released the covenant for a small consideration. Now, in this case, there would have been no competition if there had been any allusion to the restriction.

This is an exceptional case, and was one of an auction sale, but many analagous ones might suggest themselves.

Whenever I have to prepare a contract for sale (conditions of sale by auction are somewhat different) I feel rather humiliated by the reflection that I am doing a work for which there ought to be not the slightest occasion.

A horsedealer can buy or sell £5,000 worth of horses in a morning, or a broker millions of stocks without coming to his lawyer, merely by the interchange of notes and formalities well understood by his fraternity; but an unfortunate householder has to come to his lawyer before he can venture to accept an offer made for a property he is burning to realise.

Is this a proper state of things? Even if the contract is to be prepared by a solicitor a contention frequently occurs as to what clauses are to be introduced into it, whether there shall be a deposit, whether there shall be a power of rescinding in case of inability, what evidence of identity and what recitals shall be deemed conclusive—one solicitor

* A paper read at the Metropolitan and Provincial Law Association meeting on the 26th October, 1869, by Mr. E. C. T. J. Petgrave.

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strikes out what another would pass without a comment. There is no certain rule or guide.

The popular outcry against the system of conveyancing is directed more against the delay than the expense involved in every ordinary sale. The Land Registry Act, although a stillborn infant of the legislature, was a sincere but ill-advised scheme to remedy some of the existing defects of our conveyancing system. Into the causes of the failure of that Act it is not my province to enter, nor do I feel called upon to discuss the spirit with which it was introduced, the extremely exaggerated statements made, or the disappointed hopes of those who thought that a new era was to dawn upon the landholding public, and that conveyancing counsel and solicitors might close their chambers and their offices. I confine myself to a much humbler flight, and if I do not soar with Icarian wings I shall have at any rate a gentler fall.

We are here met to discuss subjects which affect the welfare of the profession in no selfish or self-aggrandizing spirit. The welfare of the profession and the public good are inseparably connected. It requires some faith in things not seen, and it is difficult to believe that what is apparently a discouragement and blow, is to work ultimate benefit.

No system or practice which involves the performance of unnecessary work, which those in the secret know, but the public do not know to be unnecessary, and which is designed for the benefit and enrichment of a class, can escape ultimate abolition. At some time or other the secret will come out, and it is better that, so far as they are able to understand them, the public should be let into the meaning of the rites and ceremonies. Viewing it in the aspect of an entertainment for which they pay, admit them behind the scenes, and show them the bolts of the trap-doors from which demons arise, and into which, at the bidding of the enchanter, they disappear; and let them see the blue fire which illumines the apotheosis of the incarnation of virtue.

Even assuming for argument's sake that the profession is a loser by any proposed reform, it is a moral wrong not only to prevent it, but even not to initiate it. To offer oneself as a sacrifice for the public weal may not be agreeable, but it is certainly right.

I quote from an article in the *Law Magazine* for May, 1859, on recent attacks on titles, in which the writer observes that the effect of the then pending land bills on the profits of solicitors or counsel ought not to be dragged into the question. To take, he says, first, the lowest ground of protest against such an unfortunate line of opposition, we would say it is inexpedient in any body of men to put forward such a line. Is it likely to attract or disgust the client public to see the legal body complaining of a particular measure, because it will prevent them from deriving large emoluments from the pockets of those who employ them? It proceeds to say that such an opposition would lead the House of Commons to consequences the opposite of those wished for, and that if the public could do without lawyers, it would be perfectly justifiable to set about abolishing courts of law, turning Lincoln's-inn into a "recreation-ground," and Gray's-inn into a "penitentiary;" and that it would be as right for the medical profession to seek for the propagation of disease, the surgical instrument maker to claim a vested interest in corporeal deformity, and the police in crime.

It may be said that while the profession should not oppose beneficial reforms, it is not wise to originate them, and that it is a foolish dog which supplies a stick to its own back. At any rate it is a good dog if it knows it deserves it.

I have incidentally referred to the exaggerated statements made as to conveyancing difficulties. Lord Cairns, when Solicitor-General, said that a purchaser cannot get possession until after a long lapse. "Sometimes no inconsiderable portion of a man's lifetime is spent in the preparation of abstracts, the comparison of deeds, and in searches for incumbrancees. Not only months but years frequently pass in a history of that kind, and it is an uncommon thing for a purchase of any magnitude to be completed in a period under at all events twelve months."

All here must know that this is a gross exaggeration. An eminent conveyancer, whose practice was extensive, said, "It is known to all lawyers conversant with such matters that the average time between a contract and the completion of the contract in England under the present system does not exceed three months." But even this three months' average is certainly more than it need be, and it is precisely for the exceptional cases, and, what is of great importance, giving confidence to the public, that one would wish to legislate.

I now refer back to the imaginary conversation, and shall fix upon two salient points in it. First. That Mr. X., the purchaser's solicitor, is a man who will give a great deal of trouble. Secondly. That in an open contract he has it in his power to do so. I shall then proceed to suggest a remedy for each evil.

The cause of the difficulty and delay which so frequently occur in the settlement of a purchase, if expressed in a few words, is "Requisitions on Title." Of course, when used in the sense of difficulty and delay, I mean only the *abuse* of them. They are necessary, but in general practice they are pushed to an absurd and injurious extent. Moreover there is no settled rule. Every gentleman engaged in the practice of the law knows that with one solicitor or one firm, there will be nothing pressed or insisted on but what is absolutely essential for the protection of the purchaser; but that, even when sales are made under guarded and special conditions, with other solicitors or firms, there will be an amount of bickering and contention, which is calculated to do anything rather than benefit the client of either. In an action or suit, ill-temper or sharp practice can be generally kept in check by an appeal to the judge in some interlocutory manner, but in the contentions on requisitions there is no tribunal which can be appealed to. Mr. X. says that such an omission is a defect in title, that a section of a particular statute does not apply, that the concurrence of beneficiaries is absolutely essential, and while they are battling for victory, until one is laid *hors de combat*, either by judicial decision, by the opinion of counsel, or by the common sense of his client, who wants the property conveyed and the matter settled, the purchase-money is lying idle, and both vendor and purchaser are inwardly cursing the law's delays, and calling for a root-and-branch reform of the practice of conveyancing. Even where the solicitor is himself free from blame; and has placed the question of approving a title in the hands of counsel, the same contest is often carried on; and if a junior of acute and penetrating intellect has discovered a defect which has escaped the attention of, or better still has been thought nothing of, by a Dart or Joshua Williams, the pertinacity with which he sticks to his point, apparently in the hopes that at one jump he may attain the eminence of either of those gentlemen, is pardonable by every one but the unfortunate client whose purchase-money is waiting in the cold at his bankers.

He must be a bold and sanguine man who takes up requisitions in title without a qualm, lest some ingenuity has hit a blot which previous investigators have failed to discover, and which many years' enjoyment have failed to cure.

There is another class of requisition-mongers a curse to the profession and the public; the haggler who selects the requisitions which it is of no importance to comply with, in order that he may get those which he cannot strictly insist upon, or in the hopes of getting compensation. This kind of contemptible huckster is full of professions as to a desire to meet you in a spirit of fairness, and to avoid litigation. He will not insist upon strict proof of the death of the late Duke of Wellington, if you will not exact from him payment of £10 interest which has been accumulating while he was preferring his trumpery objections and absurd quibbles.

Then there is the timid man, who thinks that if he passes a point in a title which is not conclusively proved just as he has reached the independence and ease earned by years of toil, a regiment of injured clients will come upon him for negligence, and will embitter his declining years by mulcting him in damages for loss sustained by his oversight.

Unfortunately, as a justification for the conduct of many solicitors, the present practice both of courts of equity and law fosters in an undue degree the liability of vendors to make out a title spotless in its purity, and fortified by documentary evidence regardless of expense. The owner of a plot of building ground at a festive dinner might enter into bargains which would involve him in costs exceeding the value of his property, and the Court of Chancery would feel called upon to order compliance with the insatiable and rapacious demands of the solicitors of the proposed grantees. In the eye of the law every purchaser is looked upon as an innocent babe, and every vendor much as a street Arab is by a pawnbroker to whom he has brought a diamond ring. In

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fact the hands of the courts are against him. If he sells under special conditions he is a probable knave, and conditions are to be construed quite contrary to their meaning, on the principle of *omnia presumuntur contra stipulatorem*. If he sells under an open contract, the court charitably looks upon him as a fool, who means well but who, not having guarded himself by special conditions, is a fit subject to be subjected to attested copies, statutory declarations, &c., in endless profusion.

Is there a remedy for all this? To some extent the remedy lies with the profession, the members of which may rest assured that sooner or later the public will step in to protest against an abuse which has the effect of making a sale of land a work of danger, difficulty, and protracted suspense.

Let the members of the professions look upon requisitions on title as a means of detecting real defects, and of asking for explanations where explanation is required, but let them not convert them into a scourge and a nuisance.

Another rule which solicitors should observe is, that if there is a defect in title they should keep it to themselves as much as possible. There is that amount of honour in the profession that they will not mention a defect, or, if they do, they can explain what it is, whereas a disappointed purchaser who has not had all his own way, or has been some way thwarted, will go up and down the country proclaiming that a title is bad, something very bad, in fact, so bad that he could not buy it.

But while trusting that solicitors will observe mutual forbearance on the subject of requisitions, there is a remedy which I have to propose, which is outside of and paramount to the presence of honourable feelings of a profession which will always contain men who are the slaves of their weaknesses or passions of avarice, timidity, vanity, stupidity, or roguery, or any of those numerous affections of mind which are the chief motives of the practice of pushing requisitions on title to an excessive extent.

The remedy is the intervention of the Legislature which is called upon to interfere whenever evils have progressed so far as to render the practice of the law a disgrace to the constitution, or to cause the stern and pure figure of justice a slave to routine instead of a mistress and queen.

One remedy I would propose against requisitions unduly pressed is, that by legislative enactment a Court of Equity should have power to compel a purchaser to complete his purchase on an indemnity being given against any supposed defect; and that in the event of its being of opinion that the supposed defect or omission was one which ought not to have been insisted on, or of an offer of an adequate indemnity being declined, it should saddle the person making the unfounded requisition or refusing to accept an adequate indemnity, with all costs incident to the dispute. As the law now stands, Courts of Equity are unable to compel the vendor to give or the purchaser to give an indemnity, even if it should be of ten times the value of the matter to be indemnified against.

It seems, moreover, that there should be no great difficulty in getting the decision of some competent authority in any question to which the dispute between a vendor and a purchaser has become narrowed, without the necessity of going through the form of a bill for specific performance being actually filed. The cumbersome and dilatory procedure, which is threatened by an exasperated vendor, viz., a bill for specific performance, in which a reference as to title will have to be made, and the whole question of title will be gone into, although there may be only one point actually in dispute, should be in some way got rid of. In suggesting some means of settling the disputes which constantly occur between vendor and purchaser, it would be necessary to guard against making it too cheap and easy a tribunal, or the unhappy public might find themselves on many sales in a state of *quasi* litigation which would certainly not ameliorate their condition.

Having with some confidence suggested that the practice of sending in requisitions on title should by the common consent of the profession be very much modified and toned down, and with some diffidence pointed out two remedies for the embarrassing position in which the solicitors of both parties often find themselves, I turn to the subject of "Open contracts." It is highly probable that not five per cent. of the sales which take place, are carried out without a formal contract containing special stipulations, but even such a per centage as five is quite enough to call for some protection being afforded to the vendor; and the fact of a formal contract being necessary must have the effect of preventing a readiness to buy and sell real property in the same manner as other saleable commodities. For the protection of the vendors and in the interests of the public and the profession, I am strongly of opinion that a simple device would have a most beneficial effect, and that by statutory enactment what is adopted in at least ninety-five cases out of a hundred should be applied to the unprotected five. If it appears there is any hardship on purchasers, let it be remembered that by the common consent of the profession, and with the sanction of the Court of Chancery, in sales carried on under its direction, the special conditions I shall mention are introduced.

Several Acts have of late years been passed enacting that certain instruments shall be deemed to contain provisions which are usually inserted. I allude more particularly to Lord Cranworth's Act.

I would apply the principle of that Act to the contract of sale of real estate by private treaty, and I would suggest that all written contracts for the sale of real property shall be deemed to comprise the following stipulations:—

That the sale shall be completed if no other time is named at the usual quarter-day succeeding the date of the contract, being not less than six weeks from the date, and the place of completion be the solicitor's office, with the usual proviso as to receipt and possession and payment of outgoings.

The usual clauses as to the delivery of the abstract.

Requisitions not sent in within fourteen days to be considered as waived.

As to misdescription and compensation, recitals being evidence.

Journeys for examination of deeds, procuring evidence, and production of deeds not in the possession of vendor.

Retention of muniments of title by vendor as relating to property retained.

As to preparation of conveyance and execution by vendor.

As to payment of interest from date of completion.

In case of leaseholds non-liability to produce lessor's title, and payment of rent being conclusive evidence of performance of covenants.

Last, but by no means least, that if any objection or requisition shall be made which the vendor shall be unable to remove or comply with, he shall be at liberty to rescind on paying the purchaser his costs of investigating the title, to be taxed if required, or at his option of paying the purchaser a low sliding scale of per-centage on the value of the property.

This clause introduced will be the most important of any, and will protect vendors from a grievous hardship, not only of having their property thrown back on their hands with a stain on the title, but of being mulcted in heavy payments quite disproportioned to the value of the property. The obligation on the purchaser to deliver his costs for taxation will also prevent the perpetration of the rascality which I have known committed (incredible as it may seem) of a purchaser bringing an action for damages, without first giving any particulars of his demand. It was for a long time undecided whether a purchaser could not recover damages for the loss of his bargain; but as it now seems finally settled that he cannot, and, as observed by Justice Williams in the case of *Pounsett* v. *Fuller*, 4 W. R. 323, 25 L. J. C. P. 145, "one cannot help feeling, whatever was the principle that the rule was one called for by the position of the parties. The position of the vendor of a real estate is difficult enough as the law now stands. His title may be supposed to be perfectly good until submitted to the scrutiny of some conveyancer for the purchaser, who applies all his experience and all his skill to pick holes in it. If a flaw is discovered it is quite sufficient punishment for the vendor in addition to his misfortune, to have to pay the expense of detecting it without being subject to the risk of a jury taking into their consideration the goodness of the bargain which the purchaser may suppose he has lost from the undervalue put upon the estate by the vendor himself, and the result of which might be, the vendor would not only have the misfortune of finding that he had bargained to sell his estate under its value, but that he had to pay several thousand pounds in addition. I must say it would be an unwholesome state of the law if that were so."

The clause (which in sales by auction is extended to unwillingness to comply with requisitions) will very materially affect the views of purchasers on the subject of requisitions. I think some penalty, though not a heavy one, should be inflicted on a vendor who ought to have some knowledge of

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the state of his title for his omission to remember the legacy left him by some former investigator, that on selling it will be necessary to guard against some particular defect. To carry this out, I suggest a low sliding scale of per centage on the value of the property.

The exact wording of the clauses would, of course, require careful consideration; and it is quite possible that many other useful provisions might be added to those I have enumerated.

It will, of course, be open to either party or their advisers to exclude the operation of the statute, or to modify its application in any contract. It will enable parties to make their own contracts without fear and trembling, and it must to a great extent cause an increase in the number of sales, and consequently the work to be done by solicitors in carrying out the business subsequent to the contract. This will more than compensate for the loss (if that is a fair element in the consideration of the subject) caused by the diminished number of contracts to be prepared.

I have throughout written solely in the interests of vendors, but every solicitor in fair practice is as likely to find himself ranged on the side of a purchaser as of a vendor, and it is always with much more pleasure that a professional man hails the acquisition of a new property by a client than parting with an old one. The question for the consideration of the profession is are the plans suggested such as to impede purchasers in entering into contracts. I think no solicitor in case a client of his was in treaty for a purchase would dissuade him from purchasing under these statutory provisions, lest he should run the chance of something more stringent and objectionable being forced upon him by the vendor's solicitor.

MANCHESTER LAW ASSOCIATION.

REPORT of the COMMITTEE for the year 1870. Presented to the Adjourned Annual Meeting held on Thursday, the 10th February, 1870.

In consequence of an unusual expenditure during the last year, and the investment of accumulated dividends on stock, amounting to £113 8s. 6d., the treasurer's accounts shew a balance in hand at the close of the year, of £7 9s. 6d., only. The amount of consols has, however, been increased to the sum of £872 12s. 3d., which, together with the sum of £24 5s. 6d. for dividends thereon, is held in trust for the association.

The industry of a reformed Parliament during the last session added 117 acts to the Statute Book.

Of the bills which received the attention of your committee and passed into law, the only ones which need special mention, are the following:—

The Bankruptcy Act, 1869; *The Debtors Act*, 1869; *The Bankruptcy Repeal Act*, 1869. These bills were referred to the consideration of a sub-committee, and after the many recent unsuccessful attempts at bankruptcy legislation the progress of the present important measure towards completion was watched with considerable interest. Copies of a report of the sub-committee, advocating the formation of district county courts for bankruptcy purposes in commercial centres, on a plan similar to that provided by the "County Courts Admiralty Jurisdiction Act, 1868," were forwarded to the Lord Chancellor and the Attorney-General, with an intimation that if necessary a deputation from your association would attend in order to enforce the views expressed in the report.

The 79th clause of the Act appears to confer on the Lord Chancellor power to carry into effect the suggestions contained in the report.

After the passing of the Act, and in co-operation with the Birmingham and other law societies, your committee memorialised the Lord Chancellor, under the powers of the 130th section, not to transfer the business pending in the Manchester District Court of Bankruptcy to the London court, or to any county court, but to continue one of the registrars in office for a limited period in order to wind up the business. An order to that effect has since been issued.

The Lord Chancellor having directed a copy of the draft rules proposed to be made in pursuance of the Act, and on which its character greatly depended, to be submitted for their opinion, the same were carefully considered by your committee, who prepared various observations and suggestions upon them, which were forwarded, in due course, to the proper quarter.

Debts of Deceased Persons Act (32 & 33 *Vict. c.* 46). This Act abolishes the distinction, as to priority of payment, which recently existed between specialty and simple contract debts, so far as relates to the administration of estates of persons dying on or after 1st January, 1870, and provides that all creditors shall be treated as standing in equal degree, and be paid accordingly out of the assets, whether such assets are legal or equitable.

The Bails Act (32 & 33 *Vict. c.* 38), enables all persons empowered to take affidavits under 29 Car. 2 to take bail and recognizances, and to exercise all the powers given for such purposes by 4 W. & M. and 1 & 2 Vict.

Among the bills which did not become law, the one which most nearly concerns the interest of our branch of the profession, is

The Attorneys and Solicitors Remuneration Bill, which was introduced, at the instance of the Incorporated Law Society of Liverpool, by Mr. Rathbone, at the close of the last session, in order to be brought forward in the next.

Mr. Rathbone intends to reintroduce the bill in the ensuing session, and it is now under the consideration of your committee.

The Married Women's Property Bill, which proposed to enable married women to hold property, contract, sue, and be sued as *femes soles*, appeared to your committee to be bad in principle, as well as loose in the terms in which it was expressed, but as they considered the objections to the bill rather matters of public policy than questions for the interference of the association, your committee did not take any steps in opposition to the bill, which after having been referred to a select committee by the House of Commons was not proceeded with.

Salford Hundred Court of Record.—One of the earliest subjects which engaged the attention of your committee, after the amalgamation of the two courts of record had taken effect, was the question of certifying for costs in actions under £10, as to which the practice varied. A deputation from your association attended in London upon Messrs. West and Kay, the judges of the court, upon the subject. The deputation believed that the conference would have a good effect in producing uniformity of action in the judges.

Common Pleas at Lancaster Amendment Act, 1869 (32 & 33 *Vict. c.* 37).—In the last annual report the committee had the pleasure of congratulating the association upon the accomplishment (in the amalgamation of the courts of record) of an object which had been desired by it for many years; they have now the satisfaction of recording the attainment of another object which has received the attention of the association for a period of almost equal length, namely the establishment, at Manchester, of a district registry for the Court of Common Pleas at Lancaster. Their satisfaction on this head, is, however, greatly lessened by the fact that Lord Dufferin, the Chancellor of the Duchy, appointed to the office of District Prothonotary, Mr. Lowry, a Queen's Counsel of the Irish Bar; a gentleman who, whatever his other attainments may be, had not had the opportunity of acquiring that special familiarity with what is technically called "practice," which your committee consider to be of paramount importance in a district prothonotary.

In accordance with a resolution of a special general meeting, a memorial was adopted and presented by a deputation to Lord Dufferin, who, however, after some correspondence, declined to cancel the appointment.

Your committee acted in concert with the Liverpool Society in preparing the rules for the government of the practice of the court, a copy of which was sent to each member of the association.

Your committe can only regret that, for the reason indicated, the district court is not, at present so useful as was anticipated.

Judicature Commission.—On the publication of the first report of the Royal Commission, a copy was sent to each member of the committee, and the report subsequently received their consideration. The extent and importance of the recommendations of the Comissioners are now generally known; the leading features being the proposed blending of the Superior Courts of Law and Equity, together with the Courts of Probate, Divorce and Admiralty, into one court, under the title of the "Supreme Court." This court to be divided into chambers, or divisions, for the despatch of business, as convenience may require. Your committee are, at present, of opinion that any practical suggestions on the scheme should be reserved until the bills by which the Government propose to carry out the recommendations of the Commissioners are before the association.

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The Liverpool Law Society having obtained from the Lord Chancellor an appointment to receive delegates from various law societies, in reference to certain bills which he intended to introduce into Parliament, for the purpose of carrying out the recommendations of the Judicature Commission, Mr. Baker, who was in London at the time, was good enough to act as the representative of your association, and with gentlemen from other associations attended an interview with the Lord Chancellor, in the course of which his Lordship explained the nature of the bills he intended to introduce, one of which would refer to the formation of a High Court of Justice, which he proposed should be invested with full power to draw up all the rules which might be necessary for the working of the court. The second bill would deal with appeals, and would be confined to proceedings in the House of Lords, and would provide for the same persons hearing appeals from the commencement. His Lordship referred to the county court questions, which had been issued by the Judicature Commissioners, upon which they were most desirous of having the opinions of the profession, and which are now under consideration.

Legal Education.—In the early part of the past year, the Executive Committee on Legal Education submitted the draft of a scheme for the foundation of a University of Law, and invited the concurrence of this association, and the attendance of a deputation from it at a meeting to be held in London.

Most of the large towns throughout the kingdom had representatives at the meeting in London, at which a representative from your association also attended, and a series of resolutions was adopted, the main one of which was in favour of the establishment of a central law university, for the education of students intended for both branches of the profession. Sir Roundell Palmer has accepted the office of president, and on his recommendation, it is proposed that the Crown should be moved to grant a charter for the intended legal university, and that a subsidiary bill should be introduced into the House of Commons, for the purpose of removing such legal impediments as might exist to the accomplishment, by the authority of the Crown alone, of the whole object in view. Your committee attached so much importance to this movement, and the high influence it will have upon both branches of the profession, that they voted £50 from the funds of the association towards the expenses of the education committee.

Courts of Justice Site.—On the introduction of the Chancellor of the Exchequer's bill for the acquisition of a proposed new site, on the Thames embankment, for the erection and concentration of the Courts of Justice, your committee presented a petition to the House of Commons against the bill, and in favour of retaining the Carey-street site, and the honorary secretary wrote to the local members of Parliament requesting their influence in opposing the proposed change. The question of the rival sites was referred by the House of Commons to the consideration of a committee, who reported in favour of Carey-street. The point still remains unsettled, and in the meantime all progress towards concentration is suspended.

Denoting Stamps on Duplicates.—The attention of your committee having been called to the recent change in the character of denoting stamps, which instead of certifying (as formerly) that the original is "duly stamped," now only indicates that the original bears stamps of a certain value, your committee wrote to the Board of Inland Revenue pointing out that the present mode of stamping was not, in their opinion, a compliance with the provisions of the 13 & 14 Vict. c. 97, which directs a denoting stamp to be affixed for the purpose of "testifying the payment of the *full and proper stamp duty* on the original deed," and calling attention to the serious questions to which the change would give rise. This letter, and the reply of the Board, were afterwards embodied in a case laid before Mr. Manisty, Q.C., who advised that the new denoting stamp is not such a particular denoting stamp as is required by the Act. The case, with Mr. Manisty's opinion, was forwarded to the Commissioners, who stated in reply that they did not see any reason for altering their view of the propriety of the change, which had been adopted "because it was found that the use of the former stamp was not in strict conformity with the law, and involved considerable anomaly and injustice."

Fees for Exhibits in Bankruptcy.—Your committee finding that a fee of 1s. for marking each exhibit in bankruptcy is allowed by the Taxing Master in Bankruptcy, passed a resolution recommending the members to charge that fee, and a copy of the resolution was sent to every member of the association.

Death of Edward Ovens, Esq.—On the death of Mr. Ovens the judge of the Manchester County Court, your committee passed a resolution of sympathy and condolence with Mrs. Ovens, a copy of which was forwarded to her, and acknowledged in grateful terms.

Presentation to Mr. Baker.—The sum of £50 having been voted by the last annual meeting for the purchase of plate, to be presented to Mr. Baker in acknowledgment of his services in connection with the amalgamation of the courts of record, the articles selected were presented to Mr. Baker, in the name of the association, by the president, on the occasion of the annual dinner.

The Preliminary Examinations have, as heretofore, been held in Manchester during the past year, under the conduct of members of your association, recommended by the committee for the purpose.

The Metropolitan and Provincial Law Association held their annual provincial meeting at York in the month of October, when your association was represented, as usual, by a deputation, who were received with the greatest courtesy and hospitality by the Yorkshire Law Society and the local members of the profession.

Incorporation of the Association.—Your committee have recently had under consideration the propriety of your association obtaining the advantage of a legal *status*, a perpetual succession and a common seal, by being incorporated under the 23rd section of the "Companies' Act, 1867," as has already been done by the now "Incorporated Law Society of Liverpool." Your committee, on enquiry, found that the process would be simple and inexpensive, and they consider that the association would thus gain considerably in weight and influence. It may be observed that by the proposed scheme for the Law University, the Senate will comprise a representative selected by each of four principal provincial law societies who shall thus have become incorporated. Your committee having come to the conclusion that incorporation was desirable, appointed a sub-committee to prepare the draft of the memorandum and articles of association, and the resolutions necessary to alter the constitution of the association, with a view to submitting the question to an early special general meeting of the members.

The following gentlemen were elected the officers and committee of the association for the ensuing year:—President, Mr. M. Bateson Wood; Vice-Presidents, Mr. R. G. Hinnell and Mr. G. F. Wharton; Treasurer, Mr. James Street; Honorary Secretary, Mr. S. Unwin; Chairman of Committee, Mr. W. H. Guest; Deputy-Chairman, Mr. James Bond. Committee, Messrs. J. P. Aston, Thomas Baker James Barrow, J. F. Beever, James Bond, Thomas Claye, R. B. B. Cobbett, John Cooper, R. D. Darbishire, W. H. Guest, J. N. K. Grover, T. Grundy (Grundy & Coulson), S Heelis, Thomas Holden, Thomas Jepson, Francis Marriott, J. F. Milne, H. W. Parker, W. H. Partington, J. B. Payne, John Peacock, John Ponsonby, Richard Radford, George Taylor, George Thorley, J. L. Vaughan, W. L. Welsh, E. Whitworth, G. B. Withington, and Percy Woolley.

LAW STUDENTS DEBATING SOCIETY.

At a meeting of this society held on the 8th inst., Mr. Hepburn in the chair, the following question was discussed: "Should the minority clauses in 'the Representation of the People Act, 1867,' be repealed?" Mr. Lamb opened the question in the negative, and after a discussion, in which thirteen members took part, the society decided the question in the negative by a majority of six. Two gentlemen were elected members of the society; the number of members present was twenty-three.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Monday, March 14, class A; Tuesday, March 15, class B; Wednesday, March 16, class C—4.30 to 6 p.m.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, March 18—Lecture, 6 to 7 p.m.

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COURT PAPERS.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. Cockburn, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Easter Term, 1870.

In Term.

Middlesex.

Friday ..... April 22 | Thursday..... ...April 28
Thursday ..... May 5

There will not be any sitting during Term in London.

After Term.

Middlesex.	London.
Friday ..... May 13	Tuesday ..... May 17

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir William Bovill, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Easter Term, 1870.

In Term.

Middlesex.

Friday .....April 22 | Thursday ..... April 28
Thursday .... May 5

The Court will not sit in London during term.

After Term.

Middlesex.	London.
Friday ..... May 13	Tuesday ..... May 17

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir Fitz-Roy Kelly, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Easter Term, 1870.

In Term.

Middlesex.

Friday..... April 22 | Thursday ..... April 28
Thursday ..... May 5

The Court will not sit in London during term.

After Term.

Middlesex.	London.
Friday..... May 13	Tuesday ..... May 17

The Court will sit at Nisi Prius, on Mondays, at half-past ten o'clock, and on all other days at 10 o'clock.

The Court will sit in Middlesex, in term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

SURREY LENT ASSIZE.

Entry of Causes.

Causes can be entered provisionally at the office of the Clerk of Assize for the Home Circuit, in London, on Monday, the 14th March, and daily thereafter until Saturday, the 19th March, inclusive, between the hours of ten and two.

They will be formally entered and put on the list at Kingston by the Clerk of Assize, in the order of their provisional entry, and before causes entered at Kingston.

In case any record entered in London be withdrawn before the opening of the commission at Kingston, the entry stamps will be returned.

A list of causes for trial each day will be sent to London in the evening of the previous day, and will be affixed outside the porter's-lodge, Serjeants'-inn, Chancery-lane, and also outside the office of Mr. Abbott, the Under Sheriff, No. 8, New-inn, Strand, as soon as possible after the list can be arranged.

The first day's list will not extend beyond the 20th common jury in the list of causes provisionally entered, should there be so many. The list of causes provisionally entered may be seen at the London office of the Clerk of the Assize.

No cause will be allowed to be entered under any circumstances after the sitting of the Court.

This arrangement may not apply to future Assizes.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Mar. 11, 1870.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, April 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 3 p m
New 3 per Cent., 91½	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 99½ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	37⅜ x d
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	66½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	125½
Stock	London, Brighton, and South Coast	100	43½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	123
Stock	London and South-Western	100	88½
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	80
Stock	Midland	100	124½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	120
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

Consols were dull this week until the settling day, when a slight scarcity of stock in the market occasioned a rise of ⅛; this, however, was not maintained. Foreign securities began with firmness, but are now merely inactive. Favourable traffic returns kept the railway market very firm until this day, when it gave way; Caledonians, however, remain steady, it being anticipated in the market that the dividend to be shortly declared will be a good one. The late move of the Erie "ring" in New York, of "not permitting" transfers of shares with which the Protection Committee has anything to do, and confiscating such shares, if necessary, is succeeded by a bolder "plant"—that of obtaining from the Legislature an Act to enable the bondholders to foreclose and so squeeze out the shareholders.

Mr. T. R. Hill, High Sheriff of Worcestershire, entertained the members of the local bar, and several of the city officials, at a banquet at the Star Hotel, Worcester, on the 8th March, on the occasion of the opening of the Lent Assizes.

A monument has been erected in Worcester Cathedral to the memory of the late Mr. Edward Corles, attorney-at-law, and an alderman of the city, who died on the 7th May, 1866, at the age of fifty-four years. It consists of a Gothic tablet, on the upper portion of which is represented, in basso-relievo, the scene described in the parable of the Good Samaritan.

Law Amendment Society.—The Hon. Baron Pigott will preside at a meeting of the Law Amendment Society on Monday next, at eight o'clock, when a paper will be read by Mr Joshua Williams, Q.C., on the Real Estates Intestacy Bill.

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BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARKSON—On March 4, at Pinner, Middlesex, the wife of Eugene C. Clarkson, Esq., of a son.

GILL—On March 8, at No. 35, Grand-parade, Brighton, the wife of A. Freeman Gill, solicitor, of a son.

HENRIQUES—On March 7, at 96, Gloucester-terrace, Hyde-park, the wife of Alfred G. Henriques, Esq., barrister-at-law, of a daughter.

MARTEN—On March 4, at Dorking, Surrey, the wife of P. Loubert Marten, solicitor, of a daughter.

MONROE—On March 7, at 49, Mountjoy-square, Dublin, the wife of John Monroe, Esq., barrister-at-law, of a son.

TEBBS—On March 8, at 8, Trumpington-st, Cambridge, the wife of Mr. Henry Tebbs, solicitor, of a daughter.

WESTERN—On March 9, at 7, Gloucester-place, Hyde-park, the wife of George Adolphus Western, Esq., of a son.

MARRIAGES.

BULL—MEYNELL—On March 3, at Christ Church, Lancaster-gate, Charles Bull, Esq., of No. 24, Bedford-row, to Octavia Ann Meynell, of 39, Queen's-gardens, daughter of the late Godfrey Meynell Meynell, Esq.

PLANTE—DIGBY—On March 3, at St. George's Bloomsbury, Neville Pope Plante, Esq., to Mary Ellen, youngest daughter of G. W. Digby, Esq., of 32, Bloomsbury-square, London, and Malden, Essex.

DEATHS.

GILL—On March 8, Elizabeth Sarah, wife of Mr. Thomas Gill, jun., of Hornsey-lane, and 18, Bedford-place, Russell-square, solicitor, aged 35.

GRADY—On March 7, at 4, Oak-villas, Gipsy-hill, S.E., Captain John Grady, 19th Surrey Rifle Volunteers, and of the Middle Temple, barrister-at-law, aged 72.

KNAPTON—On March 8, at Stoke Newington, Henry Knapton, B.A., formerly of Lincolns-inn, Special Pleader, aged 65.

LEWIS—On March 8, at Lion House, Angell-road, Mrs. Lewis, wife of Richard Lewis, Esq., barrister-at-law, of 14, John-street, Adelphi.

PRUJEAN—On March 5, at 27, Clifton-road, Brighton, Francis Prujean, Esq., barrister-at-law, of the Middle Temple.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, March 4, 1870.

UNLIMITED IN CHANCERY.

Falcon Life Assurance Society.—Petition for winding up, presented March 3, directed to be heard before Vice-Chancellor James, on March 12. Deane & Chubb, South-sq, solicitors for the petitioner.

Worcester, Bromyard, and Leominster Railway Company.—Petition praying the confirmation of a scheme of arrangement between the company and their creditors, presented Feb 22, directed to be heard before Vice-Chancellor Malins on March 25; any person who may be desirous to oppose, should enter an appearance at the office of the Clerks of Records and Writs on or before March 22. Burchells, Broad Sanctuary, Westminster, solicitors for the petitioners.

LIMITED IN CHANCERY.

Day & Son, Limited (In Liquidation).—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Hodge & Leighton, Serle-street, Lincoln's-inn-fields. Monday, April 11 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Delhi and London Bank (Limited and Reduced).—Petition for reducing the capital from £1,000,000 to £500,000 presented Jan 12. Johnson & Co, Moorgate-st, solicitors.

Imperial Silver Quarries Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 25, ordered that the above Company be wound up, and that George Herbert Elvard Brown be appointed official liquidator. Annesley, Lincoln's-inn-fields, solicitor.

Oriental Hotels Company (Limited).—The Master of the Rolls has, by an order dated Feb 21, ordered that the winding up of the above company be continued. Upton & Co, Austinfriars.

Plymouth Patent Sugar Refining Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 11, appointed Samuel Eliott, of Plymouth, to be official liquidator. Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims to Samuel Eliott. April 20 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 8, 1870.

UNLIMITED IN CHANCERY.

Medical, Invalid, and General Life Assurance Society.—Vice-Chancellor James has, by an order dated Jan 31, appointed John Young, of 15, Tokenhouse-yard, to be official liquidator.

LIMITED IN CHANCERY.

Burnley Spinning and Weaving Company (Limited).—The Master of the Rolls has, by an order dated Feb 26, ordered that the above company be wound up. Shaw & Tremellen, Gray's-inn-sq, for Handsley & Artindale, Burnley, solicitors for the petitioners.

Laffak and Garswood Collieries Company (Limited).—Petition for winding up, presented March 5, directed to be heard before Vice-Chancellor Malins on March 18. Field & Co, Lincoln's-inn-fields, for Lowndes & Co, Lpool.

North Wales Slate Supply Company (Limited).—Vice-Chancellor James has, by an order dated Feb 26, ordered that the above Company be wound up. Tyrrell, Gray's-inn-sq, solicitor for the petitioner.

Teignmouth Pier Company (Limited). Petition for winding up, presented March 4, directed to be heard before Vice-Chancellor Malins on March 18. Sympson, Golden-sq, solicitor for the petitioner.

Telegraph Construction and Maintenance Company (Limited).—Petition for reducing the capital from £747,000 to £448,200. Any person who claims to be a creditor of the Company, and who is not entered on the list and claims to be so entered, must, on or before March 21, send in his name and address, and the particulars of his claim. Bircham & Co, Parliament-st, Westminster, solicitors.

Friendly Societies Dissolved

FRIDAY, March 4, 1870.

Condover Society, Condover Arms Tavern, Condover, Salop. March 1.

TUESDAY, March 8, 1870.

Gloucester-lodge, Star and Garter Tavern, Arbour-square, Stepney. March 3.

Hand-in-Hand Society, Sutton Courtney, Berks. March 4.

Creditors under Estates in Chancery.

FRIDAY, March 4, 1870.

Last Day of Proof.

Cooper, Wm, Kirby-st, Hatton-garden, Silversmith. March 28. Cooper v Cooper, M.R. Mirams, New-inn.

Green, Wm Atkinson, Eccleston-sq, Clerk. March 24. Turnbull v Green, M.R. Hill, Cannon-st.

Hutton, John, Mark-lane, Watchmaker. March 31. Innes v Hutton. V.C. James. Frost, Leadenhall-st.

Jeston, Alfred Francis Wm, Malmesbury, Wilts, Surgeon. April 5. Jeston v Key, M.R. Phillips & Son, Abchurch-lane.

Mitford, Bertram, Paymaster, R.N. April 7. Mitford v Mitford, V.C. Stuart. Paterson & Co, Chancery-lane.

Olds, Geo, Bitton, Gloucestershire, Yeoman. March 28. Olds v Ellacombe, V.C. Malins. Wasbrough, Bristol.

Oughton, Edwd, Aslywell-house, Haverstock-hill, Builder. April 2. Smith v Oughton, V.C. Malins. Paule & Co, New-inn, Strand.

Ridley, Thos Benj, St Martin's-lane, Westminster, Licensed Victualler. March 18. Cartwright v Ridley, M.R. Draper, Vincent-sq, Westminster.

Righton, Ann, Flutton, York, Spinster. April 10. Sootheran v Massam, V.C. Stuart. Ware, York.

TUESDAY, March 8, 1870.

Barry, John, Bernard-street, Russell-sq, Gent. March 23. Barry v Barry, V.C. Stuart. Cowdell & Grundy, Budge-row, Cannon-st.

Bell, Edwd Cleathing, Kingston-upon-Hull, York, Solicitor. April 7. Bell v Macturk, V.C. James. Holden & Sons, Kingston-upon-Hull.

Fitzpatrick, Danl, Lambeth, Engineer. April 4. Imray v Gibson, V.C. Malins. Gush, Finsbury-circus.

Loving, Thos, March, Cambridge, Innkeeper. March 26. Bates v Loving, M.R. Wise & Dawbarn, March.

Marsden, John Astley, Chester, Wholesale Brush Manufacturer. April 1. Fitzhugh v Fitzhugh, V.C. James. Wright & Co, Lpool.

Price, David, Askew-pl, Shepherd's-bush, Gent. April 20. Jones v Davies, V.C. Stuart. Biddles, Southampton-bldgs, Chancery-lane.

Winn, Thos, jun, Barby, Northampton, Farmer. April 15. Winn v Winn, V.C. Stuart. Minster & Son, Coventry.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 4, 1870.

Anderson, Jas John, Fan-ct, Miles-lane, Upper Thames-st, Chandler. March 31. Harris, Moorgate-st.

Annan, Susanna, Rheidol-ter, St Peter's-street, Islington, Baker. April 16. Young & Son, Mark-lane.

Aston, Geo, Clapham-rd, Gent. April 14. Boulton & Sons, Northampton-sq.

Benson, Thos, Dovesnest, Westmoreland, Yeoman. March 31. Harrison & Son, Kendal.

Birch, John, Wellington, Salop, Gent. May 24. Palin, Shrewsbury.

Bott, Clement, Liverpool-rd, Islington, Gent. April 15. Booty & Butt, Raymond-bldgs, Gray's-inn.

Cave, John, Brambridge, Hants, Gent. April 30. Sewell, Ventnor.

Darby, Robert, Little Ealing, Middlesex, Esq. April 5. Walters & Co, New-sq, Lincoln's-inn.

Eastes, Eliza Bowles, Deal, Kent. March 21. Hall, Deal.

Endicott, Eliz, Yarmouth, Norfolk, Widow. May 1. Scudamore, Great Queen-st, Westminster.

Foley, Right Hon Thos Hy Baron, Grosvenor-sq. April 18. Capron & Co, Savile-pl, New Burlington-st.

Graham, Thos. Gordon-sq, Esq. April 2. Johnson, Lincoln's-inn-fields.

Hawley, Rev Jas, Norton, Kent. May 31. Bircham & Co, Parliament-st, Westminster.

Lane, Chas. St Dunstan's-passage, Great Tower-st, Gent. April 5. Digby & Co, Clement's-lane, Lombard-st.

Lawson, Wm, Summerfield House, Forest-hill, Esq. April 2. Johnson, Lincoln's-inn-fields.

Nind, John Scott, Beech-st, Barbican, Decorator. April 14. Mallam, Staple-inn, Holborn.

Paget, Stewart Hy, West Hay, Kingston, Somerset, Esq. April 21. Lowe, Tanfield-court, Inner Temple.

Rogers, John, Shrewsbury, Gent. May 24. Palin, Shrewsbury.

Scriven, Wm, Eltham, Kent, Baker. April 14. May & Sykes, Adelaide-pl, London Bridge.

Smith, Geo, Royston, Herts, Seedsman. May 28. Wortham, Royston.

Tarratt, Anne, The Fordhouse, Bushbury, Stafford, Spinster. June 1. Rutter & Co, Northampton.

Timins, Jane Antoinette, Brighton, Sussex, Spinster. April 15, Nicholson & Herbert, Spring-gardens.

Underwood, Robert, Huntingdon, Ironmonger. June 1. Margetts & Son, Huntingdon.

Wheaton, Harriet, Redford-ter, Old Ford-rd, Bethnal-green, Baker. April 16. Avis, Lincoln's-inn-fields.

Wheeler, Arthur Wellesley, Duke-st, Grosvenor sq, Saddler. May 3. Underwood & Colman, Holles-st, Cavendish-sq.

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Williams, Thos, Horley, Surrey, Gent. April 11. Hughes & Co, Budge-row, Cannon-st.
Williams, Wm Morris, Keppel-st, Russell-sq, Licensed Victualler. May 1. Copping. Godliman-st, Doctors'-commons.

TUESDAY, March 8, 1870.

Allison, Mary, Lpool, Spinster. June 7. Whitaker, Duchy of Lancaster office.
Baldwin, Wm, Leicester, Farmer. April 4. Harris, Leicester.
Biddle, John, Milverton, Warwick, Gent. May 12. Hobbes & Co.
Bramah, Martha, Lindsey Houses, Chelsea, Widow. April 2. Combe & Wainwright, Staple Inn.
Davies, Robert, Cambridge-ter, Hyde-park, Lodging-house Keeper. March 31. Bicknell & Hortin, Edgware-rd.
Gaunt, John, Bartholomew-rd, Kentish-town, Gent. May 6. Child, Paul's Bakehouse-ct, Doctors'-commons.
Hellings, Robert Hawkins, Somerset, Gent. April 30. Payne, Bath.
Hill, Samuel Smith, Exmouth, Devon, Esq. April 20. Hill & Son, Throgmorton-st.
Humphries, Eliz, Shrewsbury, Spinster. May 24. Palin, Shrewsbury.
Ibbetson, Levett Landen Boscawen, Bath, Somerset, Esq. May 31. Bannister & Son, John-st, Bedford-row.
Joyce, Mary Ann, Exeter, Spinster. Hooper, Exeter.
Keane, Hy Edward, Worthing, Sussex, Lieut-Col. April 8. Farrer & Co, Lincoln's-inn-fields.
Lawrence, Hy, Lanark-villas, Maida Vale, Victualler. April 7. Tanqueray & Co, New Broad-st.
Lewis, John Price, Curtain-rd, Shoreditch, Cabinet Manufacturer, May 1. Brown, Finsbury-sq.
Mellor, Thos, Salford, Lancashire, Baker. March 31. Munby, Manch.
Oldridge, James, South Ferriby, Lincoln, Mariner. May 1. Dunston, Thorne.
Patterson, Mary, Morpeth, Northumberland, Widow. March 28. Woodman.
Phillips, Mary Eliz, Loraine-rd, Holloway, Widow. May 12. Cattell, Bedford-row.
Robinson, Emma, Onslow-villas, Onslow-sq, Brompton, Spinster. May 1. Mason, Bedford-row.
Tarratt, Anne, Bushbury, Stafford, Spinster. June 1. Rutter & Co, Wolverhampton.
Taylor, Jane, Great Lumley, Durham, Widow. April 1.
Thorp, Wm, Oxford. May 1. Hester, Oxford.
Vetch, Jas, Finchley-rd, Retired Captain. April 28. Thomas, South-sq, Gray's-inn.
Wareing, Mary, Birm, Widow. April 7. Sanders & Smith, Birm.
Westall, Samuel, Landport, Hants, Gent. March 31. Edgcombe & Cole, Portsea.
Wilson, Eliz, Amersham, Bucks, Widow. April 20. Bedford, Amersham.
Woods, Geo, Lpool, Carpet Dealer. May 1. Morecroft, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, March 8, 1870.

Gates, Geo Hy, Aldermanbury, Warehouseman. Dec 22. Comp. Reg March 7.
Heritage, Francis, and Jas Heritage, Hackney-rd, Cheesemongers. Dec 30. Asst. Reg March 4.

Bankrupts.

FRIDAY, March 4, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Harverson, Apelles, Blackman-st, Borough, Glass Merchant. Pet March 3. Hazlitt. March 15 at 11.

To Surrender in the Country.

Barker, Robinson, & Nathan Robinson, Low Moor, Yorks, Manufacturers. Pet March 1. Robinson. Bradford, March 15 at 9.
Brown, Jas, Newport, Monmouthshire, Comm Agent. Pet Feb 28. Roberts. Newport, March 16 at 12.
Holliday, Saml, Little Hulton, Lancashire, Provision Dealer. Pet March 1. Holden. Bolton, March 16 at 10.
Littler, Saml Dodd, Tunstall, Stafford, Grocer. Pet Feb 24. Challinor. Hanley, March 9 at 11.
Morgan, John Welter, Tranmere, Cheshire, Secretary. Pet March 1. Wason. Birkenhead. March 17 at 10.15.
Nield, Hy, & Joseph Nield, Charlesworth, Derby, Hat Manufacturers. Pet March 3. Hall. Ashton-under-Lyne, March 16 at 11.
Ockey, Chas, Worcester, Saddler. Pet March 1. Crisp. Worcester, March 17 at 11.
O'Connor, Danl, Derby, Elastic Web Manufacturer. Pet Feb 28. Weller. Derby, March 17 at 12.
Pratt, Geo Hy, Gt Yarmouth, Norfolk, Grocer. Pet Feb 28. Chamberlin. Gt Yarmouth, March 15 at 12.
Read, Chas, Coventry, Watch Manufacturer. Pet March 3. Kirby. Coventry, March 10 at 12.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Jones, Joseph, Prisoner for Debt, Dolgelley. Adj Dec 9. Jenkins. Aberystwith, March 16 at 10. Williams, Dolgelley.
Parry, John, Prisoner for Debt, Dolgelley. Adj Dec 9. Jenkins. Aberystwith, March 16 at 10. Williams, Dolgelley.

TUESDAY, March 8, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burnett, Wm Sproat, (not Barnett as in Gazette of March 1), Charlotte-ter, Brook-green, Hammersmith, Travelling Draper. Pet Feb 25. Spring-Rice. March 17 at 11.30.

To Surrender in the Country.

Bond, John, Hartland, Devon, Plumber. Pet March 3. Bencraft. Barnstaple, March 26 at 12.
Cunningham, Jas Gavin, Sunderland, Durham, Timber Merchant. Pet March 4. Ellis. Sunderland, March 22 at 11.
Ireland, Benj, Heydon, Norfolk, Farmer. Pet March 5. Palmer. Norwich, March 22 at 12.
Moyse, Walter, King's Lynn, Norfolk, Ship Owner. Pet March 5. Partridge. King's Lynn, March 24 at 11.
Rosenthal, John Seigmund, Bradford, Yorks, Yarn Manufacturer. Pet March 5. Robinson. Bradford, March 22 at 9.
Tregaskes, Nicholas John, Par, Cornwall, Coal Merchant. Pet March 3. Chilcott. Truro, March 21 at 1.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Chadwick, Geo, Folly Hall, York, Cloth Fuller. Pet Dec 7. Jones. Huddersfield, March 19 at 10. Sykes, Huddersfield.
King, Esther, Prisoner for Debt, Manch. Adj Nov 17. Kay. Manch, April 7 at 9.30.

BANKRUPTCIES ANNULLED.

FRIDAY, March 4, 1870.

Cole, Hy, Bromley, Middx, Licensed Victualler. March 1.
Eyre, Arthur Stanhope, Piccadilly, Printer. Feb 28.
Farhall, Mary, Hastings, Sussex, no business. March 1.
Pope, Alfd, Prisoner for Debt, Taunton. Feb 21.

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Amount required £

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Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Table Forks, per doz.....	1	10	0 and	1	18	0	2	4	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
Table Spoons	1	10	0 and	1	18	0	2	4	0	2	10	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
Tea Spoons	0	12	0 and	0	18	0	1	2	0	1	5	0

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The Solicitors' Journal.

LONDON, MARCH 19, 1870.

WE ARE INFORMED that Vice-Chancellor Sir W. M. James has kindly consented to preside at the thirty-eighth anniversary dinner of the United Law Clerks' Society, on Friday, the 27th day of May next.

WHEN, ON THURSDAY NIGHT, the report of the Committee on the Naturalization Bill was brought up before the House of Lords, the Lord Chancellor proposed to strike out the whole of clause 8, which provided for the cancelling, under certain circumstances, of certificates of naturalisation or repatriation, and the proposal was agreed to. The omission of this clause, to which we objected (*ante*, p. 390), will strengthen the bill. A proviso suggested by Lord Westbury was also added to clause 3. (*Vide* our Parliamentary report.) This proviso substantially adopts the principle of the Royal Commission by providing machinery by which the child of an alien father, who from being born within the British dominions, is at common law a natural born subject, can become an alien. The Royal Commission, however, contemplated that this should be done by the act of the parent; whereas the bill gives the power to the child when of full age, but only if he became at his birth, and is at the time of the declaration, a subject of another state by the law of that state.

THE BILL NOW PENDING to facilitate the execution and acknowledgment of deeds of married women, after reciting in a long preamble the provisions of 3 & 4 Will. 4, c. 74, 17 & 18 Vict. c. 75, and 20 & 21 Vict. c. 57 as to acknowledgment, proceeds to repeal them *in toto* from 31st October next, except of course as to matters then begun and inchoate. In future the deeds are to be acknowledged before a judge of the Superior Courts at Westminster or any perpetual commissioner or commissioner to administer oaths in chancery or special commissioner, but the only formality necessary will be the endorsing of a memorandum upon the deed by the commissioner. The bill is rather clumsy, but the expense of taking acknowledgments required lessening.

SINCE THE LATE DECISION in *Laing* v. *Reed* (18 W. R. 76), the subject of advances made to building societies has engrossed considerable attention, especially as some building societies have been carrying on a heavy deposit account business. The recent decisions on the subject must effectually check such business, unless the high interest sometimes given should tempt depositors to lend where they have very small power of enforcing re-payment. We lately made some remarks on the decision of Vice-Chancellor Malins in the case of the Victoria Permanent Society of Birmingham. The subject has also received some elucidation by the decision of Lord Justice Giffard in the case of *Re National Permanent Benefit Building Society* (18 W. R. 388), in which his Lordship appeared to be of opinion that, in the absence of a special rule, it is *ultra vires* for a building society to borrow *at all* (which, as regards temporary accommodation, is a length to which we are hardly prepared to go). His Lordship further held that where money had been borrowed from depositors, the borrowing being *ultra vires*, the lenders were not entitled, as creditors, to a winding-up order, and he distinguished the *Cork and Youghal Railway Company's case* (18 W. R. 26), on the ground that the advances made to the building society were not applied in the discharge of any debts which had been recoverable from the society. He guarded himself from denying the right of the creditors to proceed by bill.

SOME OF OUR READERS will perhaps be interested in perusing the exact terms of the decision of the United States Supreme Court in the now celebrated "legal tender" case of *Hepburn* v. *Griswold*. In another column we print the judgment of the Court as delivered by Chief Justice Chase, abridged from an authentic report published in the *New York Daily Transcript*. The facts of the case are very short:—The Act of Congress of 25th February, 1862, authorised the issue of notes, and further enacted that such notes should be "lawful money and a legal tender in payment of all debts, public and private, within the United States," except import duties and interest due on bond or note to the United States. The Supreme Court, in their decision delivered by Chief Justice Chase, decide that though Congress might lawfully direct the issue of such notes, it was *ultra vires* the powers limited to Congress by the Constitution, to enact that such notes should be a legal tender in payment of debts existing at the date of the Act. The decision amounts in brief to this: (1) The "legal tender" enactment includes existing debts; and (2) that being so it is an "unreasonable" enactment.

The reasoning by which the first position is attained is as follows:—Strictly and literally the word "debts," as used in the Constitution, means existing debts (1 St. Cons. § 921), and no others: that construction, however, is obviously inapplicable, since the Act must *ex necessitate* be *at least* prospective; but it is conclusive against its not being retrospective. And the exception of interest and import duties points the same way. Lastly, when the bill was in debate it was never suggested that it did not extend to existing debts.

On the second question, whether the Act, when so construed, is *ultra vires*, the Court say as follows:—The legislative power of Congress is only that granted by the Constitution. The judiciary, in adjusting the rights of individuals *inter se*, only declares and enforces the law: it may, however, in discharge of this duty, be called upon to consult the Constitution and examine whether any law is or not consistent therewith. Acts are always presumed to be *intra vires* unless the contrary is clearly proved. If upon a fair construction the Act cannot be reconciled to the Constitution it must give way. But authority may be implied as well as express. Does this "legal tender" enactment fall within the auxiliary and incidental powers appertaining to the administration of the powers expressly granted? These implied powers were in the Constitution limited, not without apprehension, to mean powers "*bonâ fide* appropriate to" "a legitimate end." The power to make notes legal tender is distinct matter from and has no necessary connection with the power to issue them, and the Court consider that the constituting these notes such a legal tender was not an appropriate means to the carrying on of the war, and did not in fact render any service. They hold that the connection is too far-fetched. Further, they hold that to interfere to such an extent with rights under existing contracts is contrary to the spirit of the Constitution as evidenced by proceedings in the Convention which agreed upon the Constitution, and by the prohibitions which the Constitution has laid upon individual States, though not expressly upon the United States. True, that bankruptcy laws interfere with existing contracts; but the power to make bankruptcy laws is express.

From this view three of the judges of the Court dissent, holding that the "legal tender" clause *was* a serviceable and appropriate means for the carrying on of the war, and

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that it is *not* in conflict with the spirit of the Constitution.

This question of *ultra vires*, if not a nice one, is one which involves an inquiry into the Constitution of the United States and the history of that Constitution, upon which we have no desire to enter. Certainly as far as the "merits" are concerned, our sympathies are against the State interference with existing contracts. It seems to us that it was quite open to the Court to hold that on the general principles on which legislative enactments are construed, the Act must be construed as not retrospective—*i.e.*, not including tenders in payment of existing debts. What had been described in one of the reports cited as the "painful duty" of disallowing the Acts of the Legislature would thus have been avoided—if it is considered a thing to *be* avoided. The reasons in support of the retrospective operation, including the application of a passage in Story's Constitution of the United States, appear to our judgment far-fetched. Either way, however, the decision would have been equally distasteful to the upholders of the legal tender.

Such cases as this mark the difference between the position of the English and American judiciary in regard to the Legislature. It really amounts to this, that in England the Legislature is supreme, and in America the judges. The English judges interpret the laws made by the Legislature, but the American judges decide whether or no the Legislature has the power to make them. *Parvis componere magna*, the Acts passed by Congress are to the Constitution of the United States as the General Orders under the Companies Act, 1862, are to the Companies Act, 1862, itself; and the "legal tender" enactment has now been held to be *ultra vires* the body commissioned by the Constitution to legislate, just as the 26th rule under the Companies Act was held to be *ultra vires* the judges entrusted with the framing the General Orders under that Act. The difference is between a Constitution definitely invented and a Constitution which grew up, no one knows exactly how. With us the *suprema potestas* is irrefragably vested in the Sovereign and the three estates of the realm in Parliament, and there is no verbal constitution to interpret. It is curious to observe in this case the Court aiding its interpretation of an Act by reference to what happened in Congress during the progress of the bill, a method of interpreting statutes which our own Courts have always expressly disclaimed—*e.g.*, in the *Alexandra case*.

WE HAVE JUST HAD the pleasure of perusing a grotesque paper printed recently in a contemporary "family journal of instruction and recreation," which provides Sunday reading for the nursery, and is published under the auspices of the Religious Tract Society, with the motto—

"Behold in these what *Leisure Hours* demand
Amusement and true knowledge hand in hand."—*Cowper*.

The paper is headed "Lawyers and Law Charges," and exhausts its topic in the following scathing fashion:—

"Clients would not be far to seek who . . . would tell us that to engage the services of the profession is to lay yourself open to endless expenses—to pay down hard cash in return for labours of an undefinable, unintelligible sort—to barter your independence and peace of mind in exchange for sundry verbose documents, a few shreds of red tape, and the privilege of being puzzled by the repulsive phraseology of legal writings. . . . .

Solicitors' charges coming to the client in detail, are as perplexingly disgusting, especially when the client finds, as he is very likely to find, that conversations which were incidental talk, or gossip over a glass of wine, are set down as consultations to be paid for. Some charges made by lawyers are fixed at a scale which cannot be justified by any show of argument—the very sight of them so outraged the moral sense of the celebrated Thelwall that he threw up the profession in disgust, rather than submit to become the agent of such extortion—[&c.] . . The rate at which lawyers' bills grow and swell is something astounding; the old tavern legend, "Sixpence to look at the waiter," is more than realised in the case of the lawyer. So long as you litigate you never see your legal friend without being charged a fee; nay, more, if he calls to see you and you are not at home, the fee is the same—and, worse still, should you call to see him and find him absent, you even run the risk of being charged for your own loss of labour, through the fact of your having called being entered by the clerk in the day-book. We have seen lawyers' bills extending over 'quires of foolscap (the sort of paper, we submit, best fitted for the purpose), and thick enough to bind up into an average folio volume; and we have known them paid, too, to the tune of near a thousand pounds, for suits undertaken at the lawyers' instigation, and which suits, as the instigators well knew, could only succeed in bringing profit to the lawyer."

After this it is pleasing to hear that the distressed writer has "one consolation, though it is a doubtful one." That consolation lies in the fact that lawyers' bills may be taxed:—

"The fact is profoundly significant, and should not be lost sight of. In all other dealings between man and man, buyer and seller are left to conclude their own transactions, but it is not so with lawyer and client. The lawyer, it seems, cannot be trusted to deal fairly with his customer: 'See to it,' says the Legislature, 'a dishonest lawyer has you in his power; bring his account to the taxing-office, and the taxing-officer will prevent your being plundered.' If this is not the plain English of the matter, we should like to know how else to phrase it."

There is a page and upwards more of this odd production, part of which is scarcely intelligible, unless on the hypothesis of its being a laborious though unsuccessful essay at humorous composition, a style in which it would be unfair to expect the Religious Tract Society to shine. These "impossible passages of grossness" are, however, sufficiently funny in themselves for any purposes of Sabbath entertainment; but it is not fair to borrow, without acknowledgment, an idea from Theodore Hook's Jack Brag, nor can we hold that this sin is atoned for by a quotation from Scripture which we find in another passage. On the whole, as a piece of comic Sunday reading, we think this will hardly be understood by the little people for whom it is intended, though it may, perhaps, amuse some of their elder male relatives, especially if any instigator should happen to peruse it while resting on the Sunday from labours of the undefinable, unintelligible sort. It is instructive also as illustrating the views entertained by the Religious Tract Society on the subject of Christian charity.

WE TAKE THE FOLLOWING from the *Daily News*:—

Yesterday afternoon, towards the close of the business at the Sheriffs' Court, a soliciter, addressing the judge, said he appeared in the case of —— v. ——. He, with his client and witnesses, had been waiting all the morning, and he should be glad if that case could be taken next.

Mr. Commissioner KERR.—It has been called on and disposed of nearly two hours ago.

The Solicitor.—It has not been called on while we have been in the court. During the hearing of that jury case the court was so crowded and the stairs so blocked up that we found it impossible to get near the entrance of the court.

Mr. Kerr.—I cannot help you; it was called on after the jury case.

The Solicitor.—And we tried all we could to get into the court immediately, but it was downright impossible to get up the stairs. We were in the waiting-room below. There ought to be better accommodation.

Mr. Kerr.—I grant you that, and I have done all I possibly can to obtain it. I have suggested that this space on my right should be filled up, but I have been met with all sorts of objections and difficulties.

The Solicitor.—But you are presiding here; and it is your place to see that there is proper arrangement and facility for people to get into the court.

Mr. Kerr.—Ah, that is just where you and the public are mistaken. I have not the jurisdiction; yours is not the only case. This want of proper accommodation is a matter of constant complaint, it is a question for the public. I do not know whether a public expression of opinion will do any

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good or not, but I have done all in my power to remedy the evil; you might do some good by writing a letter to the Lord Mayor.

The Solicitor.—But your proceeding with the business, without giving people time to get into the court, when you could see people all rushing out, is a mere farce of justice. Why do you not have an officer to keep the passage clear?

Mr. Kerr.—I grant you it is a very great hardship, but I tell you I have done all I can.

The Solicitor.—Why, there is not even an usher near the door to call the names outside. I say it is a most infamous perversion of justice to carry on business in this manner.

Mr. Kerr.—You can move for a new trial if you like, under the plea that you were accidentally prevented from attending the court.

The Solicitor.—That is no satisfaction for the expenses of witnesses and loss of time. We had better have nothing to do with such a court as this."

The parties then left the court.

It is a very singular thing and a very unhappy thing that the Sheriffs' Court should so persistently maintain its character for disorder and inconvenience. The physical disadvantages consist principally in the fact that the only access to the one door of the court is up a staircase and along a lengthy and not over broad passage, through which, when crowded, it is impossible to force your way with any reasonable quickness. The results are obvious, when coupled with a short and sharp manner of calling one cause after another. In any other court some amelioration would probably have been arranged; but, unfortunately for suitors and practitioners in the City Court, Mr. Commissioner Kerr and the city authorities are persistently at loggerheads: *Delirant reges, plectuntur Achivi.* The late Mr. Justice Hayes, while making Baron Surrebutter describe his progress through the limbo of departed lawyers and litigants, put into his mouth a very moving description of appropriate punishments awarded in that *inferno*. We feel tempted to wish that Mr. Commissioner Kerr and the city authorities could be disembodied and set down to expend themselves in vain struggles with a shadowy crowd of disappointed parties in the passage of a ghostly Sheriffs' Court, in which Minos and Rhadamanthus, as Commissioners, should be ever on the point of giving judgment against them in default of appearance.

THE HIGH COURT OF JUSTICE AND APPELLATE JURISDICTION BILLS.

The bills for the establishment of the High Courts of Justice and Appeal, which we noticed by anticipation a fortnight ago, have been at last produced and printed. They are of considerable importance, and will require, in some respects, a very careful scrutiny, and we hope to have an opportunity of remarking on them at some length before the House of Lords goes into committee on them. At present we are obliged to confine ourselves to a short *resumé* of the principal provisions.

Taking the two bills together,—it is proposed to concentrate all the jurisdiction at present exercised by any of Her Majesty's Courts of first instance or appeal, and that of the High Court of Admiralty, in two courts, to be called respectively "The High Court of Justice" and "The High Court of Appeal," which are to consist of not more than twenty-seven judges in all (the present staff of the courts to be superseded being, including the two vacant seats, twenty-eight), of whom five are to be exclusively occupied with appeals, seventeen to be judges of the High Court of Justice only, and the remaining five (the Lord Chancellor, the Lord Chief Justice, and three judges annually selected) to be judges of both courts. It would seem, however, to be intended that the Lord Chancellor, though expressly constituted Lord President of the High Court of Justice, and also divisional Lord President of Chancery, should not in fact, ordinarily at any rate, sit in that Court; at least, we cannot otherwise account for the fact that while express provision is made for the performance by the Lord Chief Justice and the selected judges of their duties as judges of the High Court of Justice, no such provision is made in the case of the Lord Chancellor; while, on the other hand, all the appellate jurisdiction in chancery now vested in him is taken away, and vested in the High Court of Appeal.

The Court of Justice is to consist of five divisional courts—viz.: First, Chancery; to consist of the Lord Chancellor as President and four Vice-Chancellors (one of whom is also to perform the duties of Chief Judge in Bankruptcy). Secondly, Queen's Bench; to consist of the Lord Chief Justice and four puisne judges. Thirdly, Common Pleas; to consist of a Lord President (the first Lord President to be Lord Chief Justice Bovill) and four (or five) puisne judges. Fourthly, Exchequer; to consist of a Lord President (the Lord Chief Baron being the first) and five (or four) puisne judges. And fifthly, Probate, Divorce and Admiralty (for which we trust some less uncouth title will be devised); to consist of a Lord President (Lord Penzance being the first) and two puisne judges, of whom Sir R. Phillimore is to be one, and the other is to be transferred from the existing lists either in the Common Pleas or Exchequer. We would have thought it better to transfer one judge from each of these courts, thus making the three Common Law Divisional Courts consist of five judges each, and giving four to the fifth Divisional Court; instead of leaving one of the former with an extra judge, and confining the latter to three, a paucity of judicial strength which will be seriously felt if at any time one of those three judges should be "selected" for the Court of Appeal.

The *quorum* for a sitting of the High Court of Justice is to be seven, of a divisional court three, but as the Act authorises any single judge to exercise all the jurisdiction of the High Court, the object of these limitations does not appear; probably the rules to be made under the Act will explain this. All proceedings are to be commenced in the High Court, and the judges are to have unlimited power of transferring proceedings from one divisional court to another, and the Court is to be bound to assimilate its procedure in all its divisions "so far as is possible."

The High Court of Appeal is to sit in three divisions, and a quorum for a division is to be three; but a quorum for a sitting of the Court itself is to be five. As in the case of the Court of Justice, it is left to the contemplated rules to determine what business is to go before a division, and what before the Court itself; there does not, however, seem to be any appeal from one to the other. In the case of the Court of Justice, on the contrary, it would seem, from section 5 (though it is not very clear), that there is to be an appeal from any judge to his divisional court, and from any divisional court to the High Court itself, the decisions of this court being again subject to appeal to the High Court of Appeal. We fancy, however, that this cannot have been intended, and that the rules, when issued, will prevent so serious an increase of possible litigation. In this respect the author of these bills seems to have followed closely the precedent of the Attorney-General's Bankruptcy Act of last year, and to propose to transfer all legislative power in matters of detail from Parliament to the Courts: in fact, they may be described as "Bills to authorise General Orders."

The provisions respecting the "general precedence" of the judges in the two bills do not seem quite consistent, and it is not clear whether the ordinary judges of appeal are intended to rank before or after the three junior Lords Presidents of the High Court. If before them, the 5th clause of the Appellate Bill is unintelligible; if after, this is inconsistent with the 7th clause of the Court of Justice Bill, which says that the puisne judges of that court shall rank *immediately* after the junior Lord President. Moreover, if the appellate judges are to rank after the Lords Presidents, who are not judges of appeal, this will perpetuate the anomaly which was considered so objectionable in the case of the Master of the Rolls.

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There are some other points in these bills which seem to call for remark (for instance, we can see no reason for limiting the salary of the judges of appeal to a sum the same as that of the puisne judges of first instance, and actually lower than that of the Lords Presidents, whose decisions are subject to reversal by those very judges), but we are compelled to defer the further investigation of them till another opportunity.

We must, however, add a few remarks upon another point. The last section of the bill deals with the proposed abolition of the Home Circuit. It is probably intended to be a mere draft, to be moulded into shape in Committee, but certainly some expressions in it would lead one to suppose that the draftsman was not very well acquainted with his subject. After declaring that from the commencement of the Act the Home Circuit shall be abolished, the section goes on thus—"And all civil and criminal cases which, if this Act had not been passed, would have been triable in the City of London shall continue triable there, and all *other* civil and criminal cases which would if this Act had not been passed, have been triable at any place on the Home Circuit, *other than Westminster*, shall be triable at Westminster?" This, of course, implies that Westminster is now a place on the Home Circuit, a mistake which we should have supposed no one could fall into. Further, it implies that something in the Act would have prevented cases otherwise triable in London from being tried there, which we have not been able to discover. These, however, are mere slips of language which do not prevent the intended scheme from being intelligible. The result will be that the place of trial for all local actions arising in the counties of Hertford, Essex, Kent, Sussex, and Surrey, will be Westminster. As regards all transitory actions which of course form the bulk of civil actions, the parties may, as hitherto, try where they please, but they will not have the choice of going to one of the assize towns in the Home Circuit as hitherto. They must go to Westminster or London, or a town on one of the circuits which are to remain unaltered. As regards criminal cases, cases arising in those parts of the home counties which are within the district of the Central Criminal Court, will be tried there as hitherto; while cases from the more distant parts of the country will be brought to Westminster. The advisability or economy of trying at Westminster a burglary committed, for example, at Chichester or Sandwich must be at least doubtful; still it is obvious that this is what is proposed. The section goes on to provide for two courts of the High Court sitting throughout the year, under rules of court to be made for the purpose, to dispose of cases within their cognisance; and this means of course that the details of the scheme are to be settled by rules. It is, however, noticeable that there has been no enactment to transfer the cognisance of the cases formerly tried on the circuit by virtue of commissions issued for each circuit, and which are now to be triable at Westminster, to the High Court. We are left in ignorance whether the judges are to try these cases by virtue of commissions to be issued to them from time to time, or by virtue of their offices as judges of the High Court. It is also worth notice that there is no mention of what always appeared to us the great difficulty of bringing all this business to Westminster—viz., how the juries are to be provided. Are persons living in the five counties to escape serving on juries altogether, and is the whole burden to be thrown on Middlesex juries? Or if not, are persons living in the more distant parts of these counties to be liable to serve in rotation with the Middlesex jurors, and without any allowance for the necessary expenses of sleeping n town?

Of course no mention is made in the bill of the matter to which we recently referred—viz., the effect upon the regulations of the bar of the abolition of the Home Circuit. This, of course, must be dealt with, if at all, by the bar themselves. It will be necessary, however, to provide for the case of the officers of the circuit, such as the clerk of assize and his associates, which is not done at present.

THE FRENCH "HIGH COURT" AND PRINCE PIERRE BONAPARTE'S CASE.

On Monday next, at Tours, will begin the trial of Prince Pierre Bonaparte before the High Court (Haute Cour); and the following particulars concerning the offence for which he is indicted and the Court before which he is to be tried will, perhaps, be interesting. *Habent sua fata libelli;* courts have likewise their destinies, and those of the High Court of Justice in France have been strange. Established by the Republic it has become part of the State machinery of the Empire. Created by the Republic as a protection against the autocratic tendencies of a ruler, it became one of the defences of the victorious *coup d'etat*. Strange to say, since the Constitution of the 4th November, 1848, which established it, together with the Presidency of which Prince Louis Napoleon was to make so effectual a stepping-stone, it has been called into operation but four times, including the present. On two of these occasions the defendant has been a Napoleon.

The first appearance of a High Court among the judicial institutions of France was in the Constitution of Year III. It was instituted for the judgment of such accusations as might be authorised by the Legislative Body against its members. It was abolished by the Senatus Consultum of the 28th Floréal, Year XII., and in its place was put the High Imperial Court, which never existed excepted on paper. The Charter of the Restauration prohibited the creation of any such exceptional jurisdiction for the future. The Chamber of Peers, however, in some cases was used substantially for the same purposes of political prosecution. The republican Assembly of 1848 thought fit to remove that obsolete institution, and had no Court of Peers to dispose of State crimes of high caste. But it seems to have been anticipated that the President of the Republic might attempt what he subsequently did, and accordingly a court was provided for such contingencies. This the Republican Assembly did in the Constitution of the 4th November, 1848, by which they sought to regulate and fortify the republican institutions prepared by the Provisional Government brought into power by the Revolution of February. The article 91 of that Constitution is to the following effect:—

"A High Court of Justice shall judge, without appeal or recourse of Cassation, the accusations brought by the National Assembly against the President of the Republic or the ministers. It shall likewise judge all persons whom the National Assembly shall have sent before it accused of crimes against the outward or internal safety of the State. Except in the case provided for in article 68, it can be called into action only by a decree of the National Assembly, which shall name the town in which the Court shall hold its sittings."

"The case provided for in article 68" is stated in the following terms:—

"Every measure by which the President of the Republic dissolves the National Assembly, prorogues it, or prevents the fulfilment of its duties is a crime of high treason. By the mere act, the President forfeits his function, the citizens are bound to refuse obedience to him, the executive power passes by the operation of the law to the Legislative Assembly; the judges of the High Court of Justice shall immediately assemble under penalty of treason, they shall call the jury in the place they shall choose, to judge the President and his accomplices; they shall themselves name the magistrates who shall fulfil the duties of public prosecutors."

Such were the duties and the objects of the High Court of Justice under the Republican Constitution of 1848. We may now turn to the Constitution of the 14th January, 1852, that given by the President after the *coup d'etat*, after he had done the deed which was to

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bring into play the redoubtable paragraph in Article 68 just quoted. Article 54 of this Constitution runs as follows:—

"A High Court of Justice judges, without appeal or recourse of Cassation, all such persons as shall have been sent before it as charged with crimes, treasons, or plots, against the President of the Republic, or against the internal or external security of the State."

The rod having changed hands, had now got into the hands of the party for whose regulation it had been prepared. As a check on what have been termed Napoleonic tendencies it had not proved very successful. Up to this time the Court had been twice set in motion—viz., against the vanquished and prostrate enemies of the 15th of May and 13th of June, whom any ordinary Court could have consigned to Cayenne or to prison equally well.

After the *coup d'etat* the judges of the High Court were in an awkward position. The old clause made them guilty of treason if they did not spontaneously commence a prosecution against a President who should dissolve the Assembly, and yet the defendant might prove a victor. They managed to steer between Scylla and Charybdis. They came together, and to save themselves from Article 68 they gave a decree of accusation against the President, of which certain intrepid members of the Assembly vainly attempted to take advantage; and to save themselves from the victor and secure his favour they adjourned to a day which was never to come.

Thus the case of Prince Pierre Bonaparte is the fourth in which the machinery of the Haute Cour de Justice has been set in motion.

Of the facts which gave rise to the prosecution against Pierre Bonaparte we will say nothing, but we may state shortly the legal character of the charge. We will first, however, explain the composition of this court; but previously we must not forget to state how the High Court in question can be called upon to try Prince Pierre Bonaparte, who occupies no official position, for an offence not political in its character. It is by virtue of article 1 of the Senatus Consultum of the 4th of June, 1858, enacted for the purpose of regulating and extending the jurisdiction of the High Court. By that article cognisance is given to the *Haute Cour* "of all felonies and misdemeanours (*crimes et delits*) committed by the Princes of the Imperial family and the family of the Emperor, by the ministers, by the great officers of the Crown, by the Grand Crosses of the Legion of Honour, by the ambassadors, senators, and counsellors of State," save such as come under the military law. This Court—which thus has universal and exclusive jurisdiction over every crime and misdemeanour committed by any member of the Imperial family, any one of the great officers of the Crown, any of the ministers or any member of the Senate,—is formed by Imperial choice. The Emperor selects yearly from among the judges of the Court of Cassation, ten members and four substitutes, who are to form the two chambers or sections of the *Haute Cour*. The business of one of those sections is to go through the preliminary procedure (*instruction*), and to find whether or not there is a case for the High Court. The other is the section of judgment, as it is called, for the trial of crimes or felonies. The latter is not, any more than the "Cour d'Assises" (the Court of Assizes which has common jurisdiction over felonies), complete without a jury. But it is not an ordinary jury, it is a high jury, as it is called by the law. It is drawn by lots. The first President of the Imperial Court wherever there is any, or failing him the President of the Civil Tribunal of the judicial chief towns of the department, draws in each department, one member of the General Council (Conseil Général) a body elected the people generally from among the magnates of the land, to watch over the finances of the department. Thirty-six is the number required to form a panel. A majority of at least twenty is requisite for a verdict of guilty and for one of "extenuating circumstances." While in the "Cour d'Assises" a majority of seven, one over the half of the panel is sufficient for the same purposes.

Such is the nature of the Court which is going to try Prince Pierre Bonaparte for "voluntary homicide of the journalist, Victor Noir," for that is the count of the indictment (if one can so call a decree of accusation) found by the judges of the section of accusation or instruction against him. The penal significance and gravity of that charge are aggravated by another, that arising out of the shots fired by the Prince against M. de Fonvielle, the companion of Victor Noir; and, *vice versâ*, this attempt, which forms another count of the *arrêt de mise en accusation*, is aggravated by the accompaniment of the shot fired on Victor Noir. This is by virtue of article 304 of the Penal Code, which enacts that voluntary homicide without premeditation (*meurtre*) shall be punished with death where it has preceded, accompanied, or followed another crime. Otherwise, the penalty awarded to the same crime by the Penal Code is perpetual labour at the hulks (*travaux forcés à perpetuité*). A declaration of extenuating circumstances by the jury, however, would very notably reduce the penalty. And the presiding judge, if the facts brought out by the trial appear to him to warrant his doing so, has power to deviate from the questions in the indictment, and put the case to the jury under a mitigated aspect, such for example as "wounds which have caused death without the intention of causing it." The exercise of the right of the president, combined with a declaration of extenuating circumstances (which allows the Court to bring the penalty down two degrees), may in such a charge bring down the consequences to a mere nothing, especially if the prisoner pleads provocation, an excuse which *per se* has the effect of reducing the penalty.

RECENT DECISIONS.

EQUITY.

MISTAKE FAVOURED BY ACQUIESCENCE.

Landed Estates Company v. *Weeding*, V.C.M., 18 W. R. 35.

This is not a case which decides any new point of law, or even throws any new light upon any leading doctrines; but as it is illustrative of the disposition of the Court of Equity towards litigants who, though legally right, are morally wrong, it may serve as the peg whereon to hang a few remarks applicable rather to parties than to their legal advisers.

Though the Court of Equity is specially designed to admit defences and supply remedies ignored by the more rigid rules of common law, it does not pretend to give effect to *every* moral obligation. It is no part of its duty to enforce everything which is honest, much less everything that is proper. There are cases, however, in which, though compelled to award for a litigant on the subject-matter of the suit, it marks its sense of his conduct by refusing him costs, whereas a court of common law would have been bound by the strict common law rule that costs follow the event.

One principle acted on by the Court of Equity is that persons who stand by and allow others to commit themselves to liabilities in the belief that the acquiescents are going to do or permit some particular thing, will not be afterwards permitted to stand on their strict legal rights to the prejudice of those whom by such acquiescence they have induced so to involve themselves. The common illustration of this is the case of a man building a house on his neighbour's ground in the belief that it is his own; in which case the Court would not permit the true owner to stand by laughing in his sleeve at the mistake, and then when all was completed step in and profit by it, but would require him to compensate the other party for the loss he had by such culpable acquiescence led him into.

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But it is, of course, a necessary ingredient of the case that there should have been a *bonâ fide* mistake on the one side, and on the other side a wilful acquiescence calculated to maintain the mistake in the mind of the party making it. For instance, if a tenant, under an erroneous impression that his term is to be renewed, lays out money on the land, the landlord is under no obligation to compensate him unless he is proved to have wilfully favoured the mistake (*Pilling* v. *Armitage*, 12 Ves. 85).

In an old case of *Hardcastle* v. *Shafto* (1 Anstr. 186) it was queried whether a lessor, by permitting and encouraging a defendant to make improvements under a lease which he knew to be bad, did not give him an equitable claim to a new lease. The same point was queried again in 1806 by Sir William Grant in *Pilling* v. *Armitage*.

In *Blore* v. *Sutton* (3 Mer. 237) a tenant for life had power to lease by deed; her agent entered into a parol agreement for a lease to the plaintiff, and a formal memorandum was made, but no lease executed. Plaintiff having entered and spent money on building, was, on the death of the tenant for life, ousted by the remainderman, who was not proved to have had any knowledge of what had previously passed. The plaintiff's bill for specific performance was dismissed, with the observation that the mishap seemed attributable to the plaintiff's own negligence, but the Court, disapproving of the idea of defendant's appropriating plaintiff's work without making any compensation, gave no costs.

The present was a very similar case; the decision proceeded on the ground that the plaintiffs had acted on an agreement made *bonâ fide* on both sides during the tenancy for life, but which was not binding on the estate, and which the remainderman repudiated; the Vice-Chancellor dismissed the bill but pointedly refused costs.

We imagine that, *per contra*, wherever the Court may award *in favour* of the mistaken party, the decree will similarly be made without costs as against the other party, on the ground that the resort to the Court has been necessitated by some *laches* on the part of the non-successful party.

Cases of this kind show that the Court of Equity does all in its power to incline parties rather to agree with their adversaries while they are in the way with them than to insist on rights which are theirs in law but not in honour.

REVIEWS.

A Treatise on the Bankruptcy Act, 1869, *and the Debtors Act*, 1869, *and the Bankruptcy Repeal Act, with the Rules and Orders under those Acts, together with an Introduction and Notes, and the Law of Private Arrangement with Creditors.* By GEORGE SILLS, M.A., of St. John's College, Cambridge, and of Lincoln's-inn, Barrister-at-law. London: Davis & Son. 1870.

A Practical Guide to the Bankruptcy Law of 1869. By JOSEPH SEYMOUR SALAMAN, Solicitor. Third Edition. London: Groombridge & Son. 1870.

An Index to the Bankruptcy Act, 1869, *the Debtors Act*, 1869, *the Bankruptcy Repeal and Insolvent Court Act*, 1869, *and the Rules, together with a Table of Clauses.* By THOMAS MARSHALL, Solicitor, Registrar of the County Court at Leeds.

The Student's Guide to Bankruptcy, containing all the Principal Questions and Answers in Bankruptcy of former Examinations of Articled Clerks, and also a Complete Series of New Questions, framed upon the Acts of 1869 *and the Rules of* 1870. By R. WAKEHAM PURKISS, Esq., Solicitor. London: William Amer. 1870.

These four books, which we have grouped together, are very different in form, and they are addressed to different classes of readers; but the object of them all is somewhat similar. They all attempt, not to expound the whole law of bankruptcy, either with reference to its principles or its practice, but merely to assist in the understanding of the late Acts.

Mr. Sills' book consists of an appendix of two hundred and fifty pages of small print, in which the late Acts, rules, and forms are set out, preceded by a treatise, filling seventy-three pages of large print, and followed by an index. That part of the book which is the work of the author, the treatise, seems to be accurate in statement, and will no doubt be found useful as an introduction to the study of the Act. But its very slight character will be at once apparent from its length. The index is good.

That Mr. Salaman's Guide should have already reached a third edition shows that it has been found useful. It states the substance of the new enactments in a very convenient form.

Mr. Marshall has produced a very full index to the Acts of last session relating to bankruptcy and kindred subjects, as well as the rules issued under the Bankruptcy Act.

Mr. Purkiss' work is especially intended for articled clerks; and to such of them, indeed to such persons generally, as like to learn law in a catechetical form we can recommend this book.

COURTS.

COURT OF CHANCERY.

VICE-CHANCELLOR STUART.

March 16.—*Richards* v. *French*.

The defendant to this bill, Mr. William French, was a solicitor formerly in practice in Stamford, who, in 1854, married a Miss Mary Harrison, one of four children among whom their father, by his will, divided his property equally, settling his daughters shares for their separate use in the usual manner, and appointing his eldest son one of his executors. The accounts of the father's estate were never settled, and on the death, in 1861, of the eldest son who had been sole acting executor, the arrears of income on Mrs. French's share were upwards of £2,000. Upon the marriage of Mr. and Mrs. French, her sister, Miss Elizabeth Harrison, went to live with them, and in 1861 the sisters executed cross wills in each other's favour. Mrs. French died in 1862, and on her death Miss Harrison, who continued to live with her brother-in-law until her own death in 1865, took out letters of administration to her sister's effects, the estate being sworn under £12,000, and Mr. French becoming one of the sureties of the administration bond. The bill was filed to set aside, on the ground of undue influence, two agreements entered into between Mr. French and Miss Harrison, the first dated the 12th of June, 1862, by which she made over the £2,000 arrears of his wife's income to him; and the other dated in June, 1863, by which, on the purchase of a house at Tulse-hill, it was conveyed in such a way that the survivor took a life interest in it.

Greene, Q.C., Hardy, Q.C., and *Hemming*, for the plaintiff; *Dickinson, Q.C.*, and *B. B. Rogers*, for the defendant.

STUART, V.C., said Mr. French was a solicitor, and no doubt both before and after his wife's death he lived with his sister-in-law, who was her only sister, on terms of intimacy and confidence; but it was impossible to say that he had ever acted as her professional adviser: he was her adviser and brother-in-law, and had acted for her in matters in which they had a mutual interest, but he never acted as her attorney, he never made out a bill of costs against her, and in this very transaction another professional adviser intervened. It had been said that because Miss Harrison was in an infirm state of health, undue advantage was taken. It was impossible to say the arrangement was unfair on the ground of age; and, independently of this, the lady appeared at this very time to have been well able to take care of her own interests; for during the preparation of the conveyance of the house, when the conveyancer suggested the introduction of a clause that in case Miss Harrison married she should quit possession, she at once insisted on a similar obligation being imposed on Mr. French in case he took a wife. It was unlikely that any advantage could have been taken of this lady, who was shown to be of singularly acute and business-like habits. He was sorry the bill should ever have been filed, for the plaintiff had a mere legal title, and the costs would fall on children who had no voice in the institution of the suit, but it must be dismissed with costs.

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COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Bankruptcy Act, 1861, *s.* 221—*Prosecution—Costs.*

March 17.—*Re Feldman.*

In this case the assignees had obtained an order for the prosecution of the bankrupt, jointly with one Davis, for offences under the 221st section of the Bankruptcy Act, 1861. Davis absconded soon after the order was granted, and, pending the proceedings against Feldman, the assignees were advised to prefer a further indictment against him for perjury. Upon the taxation of costs against the Chief Registrar's Fund, after the conviction of Feldman, objection was raised to the allowance of any costs in reference to the indictment for perjury, that not being one of the offences specified in the 221st section, and the Master disallowed them. The matter was now brought before the Court for his Lordship's direction.

Mr. Albert Turner, solicitor, contended that the costs might be properly allowed out of the Chief Registrar's Fund.

Mr. Aldridge, solicitor, appeared for the Chief Registrar.

The CHIEF JUDGE said the statute spoke for itself, and he could not go beyond it. The taxing-master was quite right.

Application refused.

March 17.—*Re Clarke.*

Insolvency—Bequest to wife—Payment to her—Desertion.

This was an application on behalf of the wife of the insolvent F. Clarke, that a sum of £120, bequeathed to her by the will of her grandmother, dated in 1838, with interest thereon, making together £234 10s. 1d., should be paid to the applicant for her own absolute use and benefit, notwithstanding the insolvency of her husband.

The facts which gave rise to the application were briefly these:—In 1843 the insolvent married Eliza Maria Clarke, but no settlement or agreement for a settlement was executed. In 1845 the insolvency occurred, and soon afterwards the insolvent deserted his wife. In 1855, in consequence of a letter which the applicant received from her husband, she met him in Paris, but he again deserted her, and for some years she had been dependent upon her own exertions and the assistance of friends for support. She believed from a letter which she had received from Algiers that her husband was living in adultery with another woman. It appeared that in 1850, upon the death of her father, the applicant's interest in the sum bequeathed to her under the will of her grandmother, fell into possession. Her four brothers and sisters had received their respective shares in the fund, but the trustees refused to pay the applicant her share on the ground that she was a married woman, and that her husband had been insolvent. There was one child only now living of the marriage, a female, and she had recently attained her majority.

Finlay Knight in support of the application, said this was a very strong case in favour of the wife, and, no settlement having been executed upon the marriage, he trusted his Lordship would see his way to an order by which she might receive the benefit of the fund. The interest upon the money, if invested, would be very inconsiderable.

Mr. Twyford, solicitor, for the provisional assignee.

The CHIEF JUDGE at first thought some difficulty existed, and asked what would become of the fund if he made an order for payment to the wife, but after some consideration, he consented to grant the order upon the written assent of the daughter. The costs of the provisional assignee must, of course, be paid by the applicant.

Solicitor, *W. A. Brown.*

March 11.—*Re Beavis.*

Form of notice of motion.

In this case the notice of motion did not state whether the matter would be heard before the Chief Judge at the court in Lincoln's-inn-fields, or at the court in Basinghall-street.

The CHIEF JUDGE said it would be convenient to state in notices of motion before whom, and where it was intended to make the motion. If a mistake should occur by reason of any omission in this respect, the person giving the notice might be ordered to pay costs.

MARYLEBONE POLICE COURT,

(Before Mr. D'EYNCOURT.)

March 16.—Mr. John Wilson Gray, barrister-at-law, of No. 9, Prince's-square, Bayswater, appeared in answer to a summons charging him with assaulting his servant, Susan Morris.

Poland conducted the prosecution on behalf of the governors of the Foundling Hospital, in which institution the prosecutrix was brought up.

Mr. Frederick Lewis, for the defendant, stated that he admitted the assault and desired to express his contrition for having in a moment of passion exercised what at the time he believed to be a right he had to chastise the girl as an apprentice, she having been impertinent. He had offered to pay the costs of the prosecution in order to show that he considered the proceedings had been properly instituted by the corporation.

Mr. D'EYNCOURT said he could not deal with the case until the nature of the assault had been proved.

Susan Morris, sixteen years of age, was, therefore, called, and stated that she was bound by a deed of indenture as servant to the defendant's wife, and was under articles for four years. On the 24th of February a fellow-servant told her to light a fire, and she refused to do so, believing that this servant had been ordered to light the fire by their mistress. This circumstance was reported to Mrs. Gray, who told the prosecutrix to go into the billiard-room, where her master was lying on the sofa. He bade her get the cane, which was an ordinary stiff walking-stick, and when she had given it to him he told her to hold out her hand. She did so, and as he struck at her hand she withdrew it. This was repeated, and he then got up and beat her over the arms and shoulders, giving her, she thought, about half a dozen blows.—Two medical witnesses deposed to having seen the marks of the blows on the girl's person.—Mr. D'Eyncourt said that if he dealt with the case as a charge of common assault the ordinary penalty would not be sufficient to meet the justice of the case. He must, therefore, either inflict a more severe punishment or send the case for trial. The defendant, had, no doubt, acted under an idea that he had a right to correct the prosecutrix, but it was a monstrous thing to chastise a young woman as he had done. It was ultimately arranged that the defendant should give a sum of money, to be applied for the benefit of the prosecutrix, as compensation for the suffering she had endured, and that her indentures should be cancelled. The defendant was then ordered to pay a penalty of £5, and five guineas for costs.

APPOINTMENTS.

Sir RICHARD COUCH, Chief Justice of the High Court of Judicature at Bombay, has been appointed to succeed Sir Barnes Peacock as Chief Justice of the High Court at Calcutta. Sir Richard was called to the bar at the Middle Temple in January, 1841, and formerly practised on the Norfolk Circuit. He was for some years Recorder of Bedford, but in 1862 was appointed a Puisne Judge of the Bombay High Court, entering upon office in August of that year. In April, 1866, on the retirement of the late Sir Matthew Sausse, he was promoted to be Chief Justice.

The Hon. MICHAEL ROBERTS WESTROPP, a Puisne Judge of the High Court of Judicature at Bombay, has been appointed Chief Justice of that presidency, in succession to Sir Richard Couch. Mr. Westropp has, on being promoted to the chief justiceship, been created a Knight of the United Kingdom. Sir Michael Westropp was called to the bar in Ireland in Trinity Term, 1840, and joined the Bombay Bar upwards of fifteen years ago, and soon acquired a large practice. In due course he became Advocate-General, and was appointed a Puisne Judge of the High Court in August, 1863. The salary of the Chief Justice of Bombay, to which post Sir Michael Westropp is now raised, is £6,000 a year.

Mr. JOSEPH GRAHAM, Standing Counsel to the Government of India, has been appointed to officiate as Advocate-General at Calcutta, during the absence of Mr. T. H. Cowie, who has been granted leave of absence for six months. Mr. Graham was called to the bar at the Middle Temple in November 1852, and after practising for several years at Calcutta, he was appointed Standing Counsel to the Govern-

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ment of India, in succession to Mr. Cowie, on the latter becoming Advocate-General.

Mr. GREGORY C. PAUL, barrister-at-law, of Calcutta, has been appointed to officiate as Standing Counsel to the Government of India, vice Mr. J. Graham. Mr. Paul was called to the bar at the Inner Temple in June 1855.

Mr. THEODORE THOMAS, barrister-at-law, has been appointed Professor of Law at Canning College, Lucknow. Mr. Thomas was called to the Bar at the Middle Temple in June, 1866, and soon afterwards became an advocate of the High Court at Agra.

Mr. JAMES BROUGHTON EDGE, solicitor, of Bolton, Lancashire, has been elected coroner of the Bolton division of the county, which has been newly formed. Mr. Edge was certificated in Easter Term, 1858, and was formerly deputy-coroner for the Salford Hundred.

Mr. WILLIAM FOWLE, solicitor, of Northallerton, Yorkshire, has been elected Clerk to the Northallerton Board of Guardians, in succession to the late Mr. Thomas Fowle. Mr. W. Fowle was certificated as a solicitor in Hilary Term, 1859, and was in partnership with his predecessor up to the date of his death.

Mr. DALTON THOMAS MILLER, Solicitor, of 5 & 6, Sherborne-lane, E.C., has been appointed a Commissioner to administer oaths in Chancery in Ireland for the London district, comprising the cities of London and Westminster, the borough of Southwark, and the counties of Bucks, Essex, Hereford, Kent, Middlesex, Surrey, and Sussex, and also to take the examinations of witnesses in the courts of equity in Ireland for the above-mentioned districts.

Mr. WILLIAM THOMAS WEST, solicitor, of Market Deeping, Lincolnshire, has been appointed a Commissioner to administer oaths in Chancery.

Mr. EDWIN BEDFORD, of Haberdasher's Hall, Gresham-street West, has been appointed a London Commissioner to administer oaths at Common Law.

Mr. ROBY LIDDINGTON THORPE, of Nottingham, has been appointed a Perpetual Commissioner for taking the acknowledgements of deeds by married women in and for the town and county of Nottingham.

GENERAL CORRESPONDENCE.

IGNORAMUS has not sent us his name and address.

THE COUNTY COURTS.

Sir,—"An Indignant Registrar" in last week's Journal thinks that because he disapproves of my letter, you ought not to have inserted it, and adds that because I pointed out a few shortcomings of a few registrars, I slandered the whole body. Further on he says the practices I described do not exist in the courts known to him, therefore they do not exist at all. This sort of reasoning differs very little from that of Pat, who, in answer to a number of witnesses who swore to having seen him commit the offence with which he was charged, offered to produce ten times as many witnesses who would swear that they *did not* see him commit the offence.

As your correspondent seems in a state of happy ignorance on the subject of touting, apparently supposing that it consists of nothing more than going "about to the shopkeepers to urge them to issue summonses," I will give him a recent experience of my own on the subject, just to show that touting takes various forms. A friend of mine who is town clerk of a small borough was recently ridiculing the mode in which registrars of county courts are paid. He said that a few days before the end of September, his friend, the registrar of the county court, called on him and said he was a few summonses short of the twenty-five which would entitle him to £5 extra salary; would the town clerk try and send him one or two as other friends had promised. "Well," said the town clerk to me, "there are more expensive ways of putting a £5 note into a friend's pocket—lending him the money for instance—and the thing was done." I suggested that the registrar might have issued a few dummy summonses, they would only cost a shilling each, and thus at a very small outlay he would have been independent of his friends. "Ah!" said my friend, "I don't suppose he thought of that." I could only say that I knew registrars who had a good deal more than "thought of that."

What does your correspondent mean by a "*small* extra fee under section 2." There is a charge of 4s. for entering up judgment. Now, as judgment had to be entered up before the Act of 1867, and that operation was paid for by the salary received by the registrar, this 4s. is, therefore, clearly paid to him for doing nothing. If the registrar really deserves the money, why not pay him out of the same fund that his salary comes from, instead of empowering him to wring it from the pockets of poor defendants.

AN OLD HAND.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 14.—The *Churchwardens Eligibility Bill* passed through committee.

March 17.—The *Ecclesiastical Courts Bill*.—The second reading was postponed till after Easter, when the bishops would be able to attend.

The *Naturalization Bill*.—Report. Lord Westbury's proviso,—that any person who by reason of his having been born within the dominions of her Majesty is a natural born subject, and who at the time of his birth became by the law of any foreign State a subject of such State, and is still a subject thereof, may, if of full age and not under any legal disability, make a declaration of alienage, and thereupon shall cease to be a British subject—was added to clause 3. The omission of clause 8 (cancelling certificates of naturalization or repatriation) was also agreed to.

Lord Houghton thought the good working of the bill rested with ourselves and not on the co-operation of any foreign Power, and the less action taken in the matter by the Foreign-office the better.

The report was then received.

HOUSE OF COMMONS.

March 11.—*Secret Service Money*.—Mr. Winterbotham and Mr. Henderson called attention to the following statement said to have been made by Lord Romilly in the House of Lords:—"No body of persons were so incompetent to perform judicial functions as committees of the House of Commons. Shortly after he had the honour of a seat on the bench, an eminent railway company having got into a dispute, he had to take the accounts in the Court of Chancery, when he found the item of £10,000 for secret service money paid to members of Parliament. Of course, he disallowed the item, but he was assured that the expenditure had been necessary. Now, the scandal occasioned by the discussion of such a question in court was a serious evil."

Mr. Gladstone read the following extract from a letter from Lord Romilly to himself:—"I stated to the House of Lords that when the case came before me in court I stated my misbelief of any such sum having been paid, and I disallowed the item, but that I mentioned the circumstance in order to show the scandal that arose from the present system of private legislation." Putting together the remoteness of the date and the learned Judge's disbelief of the allegation, he did not feel it his duty to take any proceedings in the matter.

The *Vacancy on the Scotch Bench*.—In reply to Mr. Craufurd, Mr. Gladstone said something must be done in the matter, because the court of session was overcharged with business; but as it would not do to bring down a judge of the inner court, although that court was not so fully occupied, the Government proposed to fill up the vacancy, subject to the condition that the person taking the office should abide by any rules and regulations Parliament might think fit to enact with reference to the arrangement of business.

The *Irish Land Bill*.—Adjourned debate on the second reading.—Mr. W. H. Gregory, though alive to many faults in the bill, shrank from delaying its progress.—Lord Elcho while pronouncing it good, on the whole, for Ireland, denounced its leading provisions as flagrant violations of political economy against landowners.—Sir Colman O'Loghlen thought it not perfect, but a fair compromise.—Mr. Chaplin thought it an objectionable piece of interference.—Mr. Cogan said it would confer immense benefits on the Irish tenant.—Mr. Downing said it would not

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satisfy them.—Mr. Disraeli, in the course of an amusing speech on most things except the bill, thought the interference justifiable. The Ulster custom could not and should not be defined. The advances for purchasers were objectionable. The proposed litigation machinery was ridiculous. He assented to the second reading, but did not approve the bill *in toto*, it being complicated, clumsy, and heterogeneous. —Mr. Gladstone having replied, the second reading was carried by a majority of 442 to 11, and the committee fixed for the 21st.

March 14.—*Encumbered Estates Court (Ireland).*—In reply to Mr. Wingfield Baker, Mr. Chichester Fortescue saw no reason for suspending sales till the Irish Land Bill should become law.

Dismissal of Captain Coote from the High Shrievalty of Co. Monahan.—Viscount Crichton moved a resolution that this was an unconstitutional act, and calculated to impede the performance of public duty. Negatived by a majority of 193 to 113.

The *Elementary Education Bill.*—Debate on the second reading. Adjourned.

City of London Brokers.—Mr. W. Fowler introduced a bill to relieve the brokers of the city of London from the supervision of the Court of the Mayor and Aldermen of the city.

March 15.—The *Elementary Education Bill.*—Adjourned debate on the second reading. Adjourned again.

March 16.—The *Game Laws Amendment Bill.*—After some debate, the bill was withdrawn.

The *Ballot Bill.*—Mr. Leatham moved the second reading. After rehearsing the customary arguments, he urged that the Bribery Laws were wholly powerless. The election judges only buoyed out the course for the lawbreakers. The ballot was the only remedy.—The Marquis of Hartington said the Government would not oppose the second reading, but this was on the understanding that the next stage would be postponed till they could consider the report now presented by the committee of last session.—Mr. Hardy thought this a good plan.—Mr. Liddell thought secret voting was cowardly.—Mr. Bernal Osborne's experience convinced him that it was necessary.—Mr. Torrens' colonial experience convinced him also.—Sir G. Grey said the report had convinced him that the disadvantages would be outweighed by the advantages.—After some further discussion the debate was adjourned till May 3.

The *Registration of Voters Bill* was, on the motion of Mr. H. R. Brand, referred to a select committee "to inquire into the laws affecting the registration of Parliamentary voters in counties in England and Wales.

March 17.—*The Peace Preservation (Ireland) Bill.*—Mr. Chichester Fortescue introduced this bill. After reviewing the annals of agrarian crime in Ireland, which rendered such a measure expedient, he said the outrages had been more numerous and violent in the past year. He thought the executive had done all it could. He classed the provisions of the bill under three heads, according as they applied to districts proclaimed under the Act, to districts specially proclaimed by the Lord Lieutenant for the purposes of the Act, and to the whole of Ireland. As to the first the exemption given by the possession of a game licence from the arms clauses of the Peace Preservation Act was to be abolished; a special licence would be required for the possession of revolvers, and the punishment for noncompliance would range from two years with hard labour to one year without. There would be powers to search for arms and for documents connected with threatening letters, by night as well as day, and no arms or ammunition were to be sold except to persons licensed to carry arms. Magistrates would have power to examine persons on oath and commit them for refusing to give evidence even where no one had been charged with an offence, and they would also have a discretion, which they did not now possess, vested in them to refuse bail. As to the second districts, persons found by the police out at night under suspicious circumstances might be taken before a magistrate, and if they could not give a satisfactory account of themselves they would be liable to be imprisoned for six months. Strangers also might be so dealt with and committed to gaol until they found security for good conduct. The Executive would have power to close publichouses after sunset, and also, on application to the Queen's Bench, to change the *venue* for any trial coming out of one of these proclaimed districts. In dealing with a certain class of offenders an option would be given to magistrates either to send them to trial or to commit summarily for not more than six months. Thirdly, in the whole of Ireland every sale of arms and ammunition must be registered, and grand juries, subject to the usual sanction, would be empowered to assess on any district or area compensation for the victim of any outrage, or his relatives. The most important provision gives the Lord Lieutenant power to seize the plant, &c., of any newspaper preaching treason and sedition, with this safeguard, that any person aggrieved may bring an action against the Crown, and recover damages if the Crown did not prove the newspaper to be of a seditious character.—Sir F. Heygate approved the policy of the bill and regretted that the same firm tone had not been adopted a year ago. He doubted whether grand juries should be trusted with the entire assessment of damages, and believing that a few honest convictions would do more than anything else to maintain the law, he suggested that the verdict of nine jurymen should be taken at criminal trials.—Mr. Conolly thought the bill inadequate for the occasion. He and his brother magistrates would be answerable for the peace of his county if the Habeas Corpus Act were suspended.—Sir P. O'Brien, Mr. Callan, and Mr. Downing, on the other hand, said such large powers should not be given to the magistracy unless it were first purged.—Mr. Gladstone said the bill would be read a second time on Monday, and pressed forward with speed. The point as to grand juries could be considered in committee; taking the verdict of a majority of the jury would cast an undeserved stigma on Irish juries. Any change ought to be of a permanent character and part of a general scheme. He gave expression to his deep regret at having to suspend the progress of the Land Bill for this measure.—Mr. Dowse recapitulated the main features of the bill, and leave was given to bring it in.

Gas and Water Facilities.—Mr. Shaw Lefevre introduced a Bill to facilitate, in certain cases, the obtaining of powers for the construction of gas and waterworks, and for the supply of gas and water.

Railways (Powers and Construction) Amendment.—Mr. Shaw Lefevre introduced a Bill to amend the Railway Companies Powers Act (1864) and the Railway Construction Facilities Act (1864).

Mortgage Debenture Act (1865) *Amendment.*—Mr. West introduced a bill.

Pawnbroking.—In committee of the House, Mr. Plimsoll introduced a bill to amend the laws relating to pawnbroking.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES SUPREME COURT.

Hepburn v. *Griswold.*

The Act of February 25, 1862, declaring that the notes whose issue it authorised should be a legal tender in payment of all debts—

Held to include existing as well as future debts, and on that account to be ultra vires *the powers limited to Congress by the Constitution.*

This was an appeal from the Court of Appeals of Kentucky.

The plaintiff in the court below sought to recover of the defendants a certain sum expressed on the face of a promissory note. The defendants insisted on their right, under the Act of February 25, 1862, to acquit themselves of their obligation by tendering in payment a sum nominally equal in the United States notes; but the note had been executed before the passage of the Act, and the plaintiff insisted on his right, under the Constitution, to be paid the amount due in gold and silver. The Court of Appeals held—

1. That the defendants were not relieved by the Act from the obligation assumed in the contract.

2. That the plaintiff could not be compelled by a judgment of the court to receive in payment a currency of a different nature and value from that which was in the contemplation of the parties when the contract was made.

The opinion of the Court was now delivered by

CHASE, C.J.—The question presented for our determination by the record in this case, is whether or not the payee or assignee of a note made before the 25th of February, 1862, is obliged by law to accept in payment United States notes equal in nominal amount to the sum due, according

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to its terms when tendered by the maker or other party bound to pay it. And this requires, in the first place, a construction of that clause of the first section of the Act of Congress passed on that day, which declares the United States notes, the issue of which was authorised by the statute, to be a legal tender in payment of debts.

The entire clause is in these words: "And such notes herein authorised shall be receivable in payment of all taxes, internal duties, excises, debts, and demands of every kind due to the United States, except duties on imports, and of all claims and demands against the United States of every kind whatsoever, except for interest upon bonds and notes, which shall be paid in coin; and shall also be lawful money and a legal tender in payment of all debts public and private, within the United States, except duties on imports and interest as aforesaid (12th United States Statutes, 345)." This clause has already received much consideration here, and this Court has held that, upon a sound construction, neither taxes imposed by State legislation (*Lane County* v. *Oregon*, 7 Wallace, 71), nor demands upon contracts which stipulate in terms for the payment or delivery of coin or bullion (*Bronson* v. *Rodes*, 7 Wallace, 299; *Butler* v. *Horwitz*, 7 Wallace, 258), are included by legislative intention under the description of debts public and private.

We are now to determine whether this description embraces debts contracted before as well as after the date of the Act. It is an established rule for the construction of statutes that the terms employed by the Legislature are not to receive an interpretation which conflicts with acknowledged principles of justice and equity, if another sense, consonant with those principles, can be given to them. But this rule cannot prevail where the intent is clear, except in the scarcely supposable case where a statute sets at naught the plainest precepts of morality and social obligation. Courts must give effect to the clearly ascertained legislative intent, if not repugnant to the fundamental law ordained in the Constitution. Applying the rule just stated to the Act under consideration, there appears to be strong reason for construing the word "debts" as having reference only to debts contracted subsequent to the enactment of the law; for no one will question that the United States notes, which the Act makes a legal tender in payment are essentially unlike in nature, and being irredeemable in coin, are necessarily unlike in value, to the lawful money intended by parties to contracts for the payment of money made before its passage.

Contracts for the payment of money made before the Act of 1862, had reference to coined money, and could not be discharged unless by consent otherwise than by tender of the sum due in coin. Every such contract, therefore, was in legal import a contract for the payment of coin. There is a well-known law of currency, that notes or promises to pay, unless made conveniently and promptly convertible into coin at the will of the holder, can never, except under unusual and abnormal conditions be at par in circulation with coin. It is an equally well-known law that depreciation of notes must increase with the increase of the quantity put in circulation, and the diminution of confidence in the ability or disposition to redeem. Their appreciation follows the reversal of these conditions. No act making them a legal tender can change materially the operation of these laws. Admitting, then, that prior contracts are within the intention of the Act, and assuming that the Act is warranted by the Constitution, it follows that the holder of a promissory note made before the Act, for a thousand dollars, payable, as we have just seen, according to the law and according to the intent of the parties, in coin, was required, when depreciation reached its lowest point, to accept in payment a thousand note dollars, although with a thousand coin dollars due under the contract he could have purchased on that day two thousand eight hundred and fifty such dollars. Now it certainly needs no argument to prove that an act compelling acceptance in satisfaction of any other than stipulated payment, alters arbitrarily the terms of the contract and impairs its obligation, in proportion to the inequality of the payment accepted under the constraint of the law to the payment due under the contract; nor does it need argument to prove that the practical operation of such an act is contrary to justice and equity. It follows that no construction which attributes such practical operation to an act of Congress, is to be favoured, or, indeed, to be admitted, if any other can be reconciled with the manifest intent of the Legislature. What, then, is that manifest intent? Are we at liberty upon a fair and reasonable construction of the Act, to say that Congress meant that the word "debts," used in the Act, should not include debts contracted prior to its passage?

In *Bronson* v. *Rodes* we held that this word as used in the statute does not include obligations created by express contracts for the payment of gold and silver, whether coined or in bullion. This conclusion rested, however, mainly on the terms of the Act, which not only allow, but require payments in coin by and to the Government, and may be fairly considered independently of considerations belonging to the law of contracts for the delivery of specified articles as sanctioning special private contracts for like payments, without which, indeed, the provisions relating to government payments could hardly have practical effect. This consideration, however, does not apply to the matter now before us. A strict and literal construction indeed would, as suggested by Mr. Justice Story, in respect to the same word used in the Constitution (1 Story on Constitution, sec. 921), limit the word "debts" to debts existing; and if this construction cannot be accepted, because the limitations sanctioned by it cannot be reconciled with the obvious scope and purpose of the Act, it is certainly conclusive against any interpretation which will exclude existing debts from its operation. The same conclusion results from the exception of interest on loans and duties on imports, from the effect of the legal-tender clause. This exception affords an irresistible implication, that no description of debts, whenever contracted, can be withdrawn from the effect of the Act, if not included within the terms or the reasonable intent of the exception. And it is worthy of observation, in this connection, that in all debates to which the Act gave occasion in Congress, no suggestion was ever made that the legal-tender clause did not apply as fully to contracts made before, as to contracts made after its passage. These considerations seem to us conclusive. We do not think ourselves at liberty, therefore, to say that Congress did not intend to make the notes authorised by it a legal tender in payment of debts contracted before the passage of the Act.

We are thus brought to the question whether Congress has power to make notes issued under its authority a legal tender in payment of debts which, when contracted, were payable by law in gold and silver coin. This Court always approaches the consideration of questions of this nature reluctantly, and its constant rule of decision has been, and is, that Acts of Congress must be regarded as constitutional unless clearly shown to be otherwise. But the Constitution is the fundamental law of the United States. By it the people have created a government, defined its powers, prescribed their limits, distributed them among the different departments, and directed in general the manner of their exercise. No department of the Government has any other powers than those thus delegated to it by the people. All the legislative power granted by the Constitution belongs to Congress; but it has no legislative power which is not thus granted. And the same observation is equally true in its application to the executive and judicial powers granted respectively to the President and the courts. All these powers differ in kind, but not in source or in limitation. They all arise from the Constitution and are limited by its terms.

It is the function of the judiciary to interpret and apply the law to cases between parties as they arise for judgment. It can only declare what the law is, and enforce, by proper process, the law thus declared. But, in ascertaining the respective rights of parties, it frequently becomes necessary to consult the Constitution; for there can be no law inconsistent with the fundamental law. No enactment not in pursuance of the authority conferred by it can create obligations or confer rights, for such is the express declaration of the Constitution itself, in these words:—

"The Constitution, and the laws of the United States which shall be *made in pursuance thereof*, and all treaties made, or which shall be made under the authority of the United States, shall be the supreme law of the land; and the judges of every State shall be bound thereby, anything in the constitution or laws of any State to the contrary notwithstanding."

Not every act of Congress, then, is to be regarded as the supreme law of the land; nor is it by every Act of Congress that the judges are bound. This character and this force belong only to such acts as "are made in pursuance of the Constitution." When, therefore, a case arises for judicial determination, and the decision depends on the alleged inconsistency of a legislative provision with the fundamental law, it is the plain duty of the Court to compare the Act with the

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Constitution, and if the former cannot, upon a fair construction, be reconciled with the latter, to give effect to the Constitution rather than the statute. This seems so plain that it it impossible to make it plainer by argument; if it be otherwise the Constitution is not the supreme law. It is neither necessary nor useful in any case to inquire whether or not any Act of Congress was passed in pursuance of it; and the oath which every member of this Court is required to take, that he "will administer justice without respect to persons, and do equal right to the poor and the rich, and faithfully perform the duties incumbent upon him to the best of his ability and understanding, agreeably to the Constitution and laws of the United States," becomes an idle and unmeaning form.

The Government of the United States is one of limited powers, and no department possesses any authority not granted by the Constitution. It is not necessary, however, in order to prove the existence of a particular authority to show a particular and express grant. The design of the Constitution was to establish a government competent to take direction and administration of the affairs of a great nation, and at the same time to mark, by sufficiently definite lines, the sphere of its operations. To this end it was needful only to make express grants of general powers, coupled with a further grant of such incidental and auxiliary powers as might be required for the exercise of the powers expresaly granted. These powers are necessarily extensive. It has been found, indeed, in the practical administration of the Government, that a very large part, if not the largest part, of its functions have been performed in the exercise of powers thus implied. But the extension of power by implication was regarded with an apprehension manifest in the terms by which the grant of incidental and auxiliary powers is made. All powers of this nature are included under the description of power to make all laws necessary and proper for carrying into execution the powers expressly granted to Congress or vested by the Constitution in the Government, or in any of its departments or officers. The same apprehension is equally apparent in the tenth article of the amendments, which declares that "the powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States or the people." We do not mean to say that either of these constitutional provisions is to be taken as restricting any exercise of power fairly warranted by legitimate derivation from one of the enumerated or express powers. The first was undoubtedly introduced to exclude all doubt in respect to the existence of implied powers, while the words "necessary and proper" were intended to have a "sense," to use the words of Mr. Justice Story, "at once admonitory and directory," and to require that the means used in the execution of an express power "should be *bonâ fide*, appropriate to the end" (2 Story on Constitution, p. 142, sec. 1253). The second provision was intended to have a like admonitory and directory sense, and to restrain the limited government established under the Constitution from the exercise of powers not clearly delegated or derived by just inference from powers so delegated.

There is not in the Constitution any express grant of legislative power to make any description of credit currency a legal tender in payment of debts.

Can this be done in the exercise of an implied power? The rule stated in *McCulloch* v. *The State of Maryland* (4 Wheaton, 421), has ever since been accepted as a correct exposition of the Constitution:—"Let the end be legitimate, let it be within the scope of the Constitution, and all means which are appropriate, which are plainly adapted to that end, which are not prohibited, but consistent with the letter and spirit of the Constitution, are constitutional." In another part of the same opinion, the practical application of this rule was thus illustrated:—"Should Congress, in the execution of its powers, adopt measures which are prohibited by the Constitution; or should Congress, under the pretext of executing its powers, pass laws for the accomplishment of objects not entrusted to the Government, it would be the painful duty of this tribunal, should a case requiring such a decision come before it, to say that such an Act was not the law of the land; but where the law is not prohibited, and is really calculated to effect any of the objects entrusted to the government, to undertake here to inquire into the degree of its necessity would be to pass the line which circumscribes the judicial department and treads on legislative ground."

It must be taken, then, as finally settled, so far as judicial decisions can settle anything, that the words "all laws necessary and proper for carrying into execution" powers expressly granted or vested, have in the Constitution a sense equivalent to that of the words, "laws not absolutely necessary indeed, but appropriate, plainly adapted to constitutional and legitimate ends—laws not prohibited, but consistent with the letter and spirit of the Constitution; laws really calculated to effect objects entrusted to the Government."

Is the clause which makes the United States notes a legal tender for debts contracted prior to its enactment a law of the description stated in the rule? It is not doubted that the power to establish a standard of value, by which all other values may be measured, or, in other words, to determine what shall be lawful money and a legal tender, is, in its nature and of necessity, a governmental power. It is in all countries exercised by the government. In the United States, so far as it relates to the precious metals, it is vested in Congress by the grant of the power to coin money. But can a power to impart these qualities to notes or promises to pay money when offered in discharge of pre-existing debts be derived from the coinage power, or from any other power expressly given?

It is certainly not the same power as the power to coin money, nor is it in any reasonable or satisfactory sense an appropriate or plainly adapted means to the exercise of that power; nor is there more reason for saying that it is implied in or incidental to the power to regulate the value of coined money of the United States or of foreign coins. Nor is the power to make notes a legal tender the same as the power to issue notes to be used as currency.

The States have always been held to possess the power to authorise and regulate the issue of bills for circulation by banks or individuals, subject, as has been lately determined, to the control of Congress, for the purpose of establishing and securing a national currency, and yet the States are expressly prohibited by the Constitution from making anything but gold and silver coin a legal tender. This seems decisive on the point that the power to issue notes and the power to make them a legal tender are not the same power, and that they have no necessary connection with each other.

But it has been maintained in argument that the power to make United States notes a legal tender in payment of all debts, is a means appropriately and plainly adapted to the execution of the power to carry on war, of the power to regulate commerce, and of the power to borrow money. Congress has power to declare and provide for carrying on war. Congress has, also, power to emit bills of credit, or circulating notes, receivable for government dues, and payable, so far, at least, as parties are willing to receive them, in discharge of government obligations. It will facilitate the use of such notes in disbursements, to make them a legal tender in payment of existing debts; therefore, Congress may make such notes a legal tender.

It is difficult to say to what express power the authority to make notes a legal tender in payment of pre-existing debts may not be upheld as incidental, upon the principles of this argument.

The argument proves too much. It carries the doctrine of implied powers very far beyond any extent hitherto given to it. It asserts that whatever in any degree promotes an end within the scope of a general power, whether in the correct sense of the word "appropriate" or not, may be done in the exercise of an implied power.

It is said that this is not a question for the Court deciding a cause, but for Congress exercising the power. But the admission of a legislative power to determine finally what powers have the described relation as means to the execution of other powers plainly granted, and then to exercise absolutely and without liability to question, in cases involving private rights, the powers thus determined to have that relation, would completely change the nature of American government. It would convert the Government which the people ordained as a government of limited powers into a government of unlimited powers. It would confuse the boundaries which separate the executive and judicial from the legislative authority. Undoubtedly, among means appropriate, plainly adapted, really calculated, the Legislature has unrestricted choice; but there can be no implied power to use means not within the description.

[After recounting the history of American paper currency the Court proceeded]

The history of the legislation under consideration is, that

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it was upon the quality of receivability, and not upon the quality of legal tender, that reliance for circulation was originally placed; for the receivability clause appears to have been in the original draft of the bill, while the legal tender clause seems to have been introduced at a later stage of its progress. These facts certainly are not without weight as evidence that all the useful purposes of the notes would have been fully answered, without making them a legal tender for pre-existing debts. Now how far is the Government helped by this means? It cannot obtain new supplies or services at a cheaper rate, for no one will take the notes for more than they are worth at the time of the new contract. The price will rise in the ratio of the depreciation, and this is all that could happen if the notes were not made a legal tender. But it may be said that the depreciation will be less to him who takes them from the Government, if the Government will pledge to him its power to compel its creditors to receive them at par in payments. This is by no means certain.

If the quantity issued be excessive, and redemption uncertain and remote, great depreciation will take place. If, on the other hand, the quantity is only adequate to the demands of business, and confidence in early redemption is strong, the notes will circulate freely, whether made a legal tender or not; but if it be admitted that some increase of availability is derived from making the notes a legal tender under new contracts, it by no means follows that any appreciable advantage is gained by compelling creditors to receive them in satisfaction of pre-existing debts. And there is abundant evidence that whatever benefit is possible from that compulsion to some individuals, or to the Government, is far more than outweighed by the losses of property, the derangement of business, the fluctuations of currency and values, the increase of prices to the people and the Government, and the long train of evils which flow from the use of irredeemable paper-money. It is true that these evils are not to be attributed altogether to making it a legal tender, but this increases these evils. It certainly widens their extent and protracts their continuance.

We are unable to persuade ourselves that an expedient of this sort is an appropriate and plainly-adapted means for the execution of the power to declare and carry on war. If it adds nothing to the utility of the notes, it cannot be upheld as a means to the end in furtherance of which the notes are issued; nor can it, in our judgment, be upheld as such, if, while facilitating in some degree the circulation of the notes, it debases and injures the currency in its proper use to a much greater degree. And these considerations seem to us equally applicable to the powers to regulate commerce and to borrow money. Both powers necessarily involve the use of money by the people and by the Government; but neither, as we think, carries with it, as an appropriate and plainly-adapted means to its exercise, the power of making circulating notes a legal tender in payment of pre-existing debts.

But there is another view which seems to us decisive, to whatever express power the implied power in question may be referred. In the rule stated in *Bronson* v. *Rodes*, the words "appropriate, plainly adapted, really calculated," are qualified by the limitation that the means must not be prohibited, but consistent with the letter and spirit of the Constitution. Nothing so prohibited or inconsistent can be regarded as a means appropriate or plainly adapted or really calculated to any end. Let us inquire, then, first, whether making bills of credit a legal tender to the extent indicated is consistent with the spirit of the Constitution.

Among the great cardinal principles of that instrument, no one is more conspicuous or more venerable than the establishment of justice. And what was intended by the establishment of justice in the minds of the people who ordained it, is happily not a matter of disputation. It is not left to inference or conjecture, especially in its relations to contracts. When the Constitution was undergoing discussion in the Convention, the Congress of the Confederation was engaged in the consideration of the ordinance for the government of the territory northwest of the Ohio, and the only territory subject at that time to its regulation and control. By this ordinance certain fundamental articles of compact were established between the original States and the people and States of the territory, for the purpose, to use its own language, "of extending the fundamental principles of civil and religious liberty, whereon these republics" (the States united under the Confederation) "their laws and constitutions are erected." Among these fundamental principles was this: "And in the just preservation of rights and property it is understood and declared, that no law ought ever to be made, or have force in the said territory, that shall in any manner whatever interfere with or affect private contracts or engagements, *bonâ fide*, and without fraud, previously formed." The same principle found more condensed expression in that most valuable provision of the Constitution of the United State, ever recognised as an efficient safeguard against injustice, that "no State shall pass any law impairing the obligation of contracts." It is true that this prohibition is not applied in terms to the Government of the United States. Congress has express power to enact bankrupt laws, and we do not say that a law made in the execution of any other express power, which incidentally only impairs the obligation of a contract, can be held to be unconstitutional for that reason.

But we think it clear that those who framed and those who adopted the Constitution intended that the spirit of this prohibition should pervade the entire body of legislation, and that the justice which the Constitution was ordained to establish was not thought by them to be compatible with legislation of an opposite tendency. In other words, we cannot doubt that a law not made in pursuance of an express power, which necessarily, and in its direct operation impairs the obligation of contracts, is inconsistent with the spirit of the Constitution.

Another provision found in the fifth amendment must be considered in this connection. We refer to that which ordains that private property shall not be taken for public use without compensation. This provision is kindred in spirit to that which forbids legislation impairing the obligation of contracts; but, unlike that, it is addressed directly and solely to the national Government. It does not in terms prohibit legislation which appropriates the private property of one class of citizens to the use of another class; but if such property cannot be taken for the benefit of all without compensation, it is difficult to understand how it can be so taken for the benefit of a part without violating the spirit of the prohibition. But there is another provision in the same amendment which, in our judgment, cannot have its full and intended effect unless construed as a direct prohibition of the legislation which we have been considering. It is that which declares that no person shall be deprived of life, liberty, or property without due process of law. It is not doubted that all the provisions of this amendment operate directly in limitation and restraint of the legislative powers conferred by the Constitution.

The only question is, whether an act which compels all those who hold contracts for the payment of gold and silver money to accept in payment a currency of inferior value, deprives such persons of property without due process of law. Whatever may be the operation of such an act, due process of law makes no part of it. Does it deprive any person of property? A very large proportion of the property of civilised men exists in the form of contracts. Contracts in the United States stipulating prior to the Act under consideration, for the payment of money, were contracts to pay the sums specified in gold and silver coin; and it is beyond doubt that the holders of these contracts were and are as fully entitled to the protection of this constitutional provision as the holders of any other description of property.

But it may be said that the holders of no description of property are protected by it from legislation which incidentally only impairs its value. And it may be urged, in illustration, that the holders of stock in a turnpike, a bridge, or a manufacturing corporation, or an insurance company, or a bank, cannot invoke its protection against legislation, which, by authorising similar works or corporations, reduces its price in the market; but all this does not appear to meet the real difficulty. In the cases mentioned, the injury is purely contingent and incidental. In the case we are considering it is direct and inevitable. If, in the cases mentioned, the holders of the stock were required by law to convey it on demand to any one who should think fit to offer half its value for it, the analogy would be more obvious.

We are obliged to conclude that an act making mere promises to pay dollars a legal tender in payment of debts previously contracted, is not a means appropriate, plainly adapted, really calculated to carry into effect any express power vested in Congress, that such an act is inconsistent with the spirit of the Constitution, and that it is prohibited by the Constitution. We therefore, hold that the defendant in error was not bound to receive from the plaintiffs the

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currency tendered to him in payment of their note made before the passage of the Act of February 25, 1862.

MILLER, SWAYNE, and DAVIS, JJ., dissented; their opinion was that the "legal tender" clause was an appropriate means for providing funds wherewith to prosecute the war, and that it did materially assist that end, and that it was not in conflict with the spirit of the Constitution. They considered that while States were expressly forbidden to pass laws impairing the obligation of contracts Congress, was under no such restriction.

OBITUARY.

MR. G. B. LENNARD.

George Barrett Lennard, Esq., barrister-at-law, died on the 4th March, at his residence, at Gipsy-hill, Norwood. Mr. Lennard was the third son of the late Sir Thomas Barrett Lennard, Bart., of Belhus, Essex, by his first wife, Dorothy, daughter of the late Sir John St. Aubyn, Bart. He was born on the 6th June, 1796, and was called to the Bar at the Inner Temple in February, 1822, practising as a conveyancer for many years. Mr. Lennard married, in 1820, Elizabeth, eldest daughter and co-heir of Edmund Prideaux, of Hexworthy, Cornwall, by which lady he had a son and three daughters. The deceased gentleman was an uncle of the present Sir Thomas Barrett Lennard, Bart., who married a daughter of the late Rev. Sir John Page Wood, a niece of the Lord Chancellor, and also of Mr. St. Aubyn Lennard, barrister-at-law, of the Inner Temple, now practising at Melbourne. His father, who died in 1857 at the advanced age of ninety-six years, was the testamentary heir of Lord Dacre, and was created a baronet in June, 1801.

MR. J. INGLESANT.

Mr. Joseph Inglesant, Barrister-at-Law, of Westfield House, Quorndon, Leicestershire, died suddenly on the 10th of March, at Woburn-place, Russell-square, London. He was called to the Bar at the Inner Temple in June, 1862, and was a member of the Norfolk Circuit, practising also at the Leicester borough and county sessions.

MR. H. KNAPTON.

Mr. Henry Knapton, B.A., formerly a special pleader, of Lincoln's-inn, died at Stoke Newington on the 8th of March, in the sixty-fifth year of his age.

MR. C. JEWISON.

The coronership for the liberty of the honour of Pontefract, in Yorkshire, has become vacant by the demise of Mr. Christopher Jewison, which took place at Rothwell on the 5th of March. The late Mr. Jewison, who had reached the advanced age of eighty-five years, was coroner of Pontefract for a period of fifty-three years, and is said to have been the oldest coroner in England.

SOCIETIES AND INSTITUTIONS

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

ON CHARGES BY AD VALOREM FOR MORTGAGES.*

The remuneration of attorneys has long been a subject matter of discussion, not only in our various law societies, but in almost every law organ now extant, and in this society we have had papers read viewing the subject from various standpoints; the question has not escaped the vigilant care of our committee on several occasions, and I notice that it stands first for consideration in the summons for our next monthly meeting.

The inadequacy of payment to an attorney is too notorious to dwell upon, for while people in other occupations are permitted to make their own charges and so keep pace with the expensive times in which we live, the attorney cannot do so, but is tied down to the ancient fee of the mark and the noble, which would go a long way half a century ago when rents, clothing, and provisions were very much less than they are now. An instance of this keeping pace with the times occurred to me in a small way lately in two tradesmen's bills; the one was charged, John Jones, plasterer, working at your house, seven shillings per day, and an assistant, four shillings per day; and the other, Thomas Styles, painter, six shillings and sixpence per day, and no doubt you can all recollect when two-thirds of such figures was thought ample wages.

But it is not my intention to enter into the question of remuneration generally (the subject is too wide for me), but I have chosen a particular section of an attorney's labours on which to make a few remarks in respect of remuneration, or rather on the mode of charging for remuneration. I allude to the practice now gaining ground of charging for mortgages by a commission or per centage on the amount lent. I am induced to write upon this subject from the fact of several transactions of this character having lately come under my immediate notice; and the more I think about it the more improper I consider the practice to be. How can you fix a per centage for your charges without knowing the amount to be lent and the character of the title? The answer to the first of these objections will, of course, be—we charge our commission by a sliding scale; say for instance, under £500, £3 per cent.; under £1,000, 2½ per cent.; under £2,000, 2 per cent.; under £4,000, 1½ per cent., and so on; this per centage is ideal on my part, but may be pretty near the standard of some professional gentlemen. But this does not meet the exigency of the case without knowing the character of the title. The whole philosophy of the thing proceeds on the idea of remuneration according to *trouble* and *risk*, and therefore the borrower of £2,000 on premises held under lease from Lord Derby (which we all know to be a printed lease on one skin and perhaps twenty folios long) ought not to incur so much expense as a borrower of £2,000 on a freehold title, the abstract of which is often very long, with deeds to be examined at two or three distant and wide-apart places (not an uncommon thing). In the one case the tariff would pay very well, but in the other case would not pay at all; or in the one case it might be a fearful overcharge, and in the other a case of fair remuneration. Take an illustration in my own office. A gentleman was lately offered two securities for some mortgage money, and he accepted them both. One was for £2,100 on a new lease for seventy-five years, which the borrower handed to me, and the expense of the mortgage deed amounted to under £15, or about 15s. per cent.; and the other was for £1,500 on freehold premises, abstract lengthy and a day's journey to examine the deeds at a distant town, and the expenses of this mortgage deed amounted to about £25, nearly £1 15s. per cent.

Look at the matter in another light, namely, attorneys having different notions of the value of their services, and consequently charging a different amount of commission for the same work. I know a party who borrowed £5,000 in Liverpool, and the charge was £1 per cent. or £50 and the stamps, and I know another party who borrowed £7,000 in Liverpool, and the charge was £2 per cent. or £140 and the stamps. I acted for both borrowers and perused the mortgage deeds, and I consider the trouble in each case was much the same, and that £30 amply paid each attorney, according to present recognised charges, allowing, however, an additional £10 for the £7,000 mortgage to cover the additional procuration fee and stamps. But a climax to this charging by commission will be found in a letter from an attorney in the country (who advertised money to lend), to an applicant in Liverpool. It runs as follows:—

Terms.—When the mortgagor is a man of substance and can procure some one to join him in a bond for the amount of the advance and interest:

To preparing conveyance and mortgage, including stamps, parchment, and fees for searching for judgments, &c.....£6 per cent.
For mortgage only, ditto, ditto, £5 per cent. then the security is risky and no bond given.
To preparing conveyance and mortgage, &c. .....£8 per cent.
For mortgage, &c.....£7 per cent.

This state of things necessarily places attorneys in unjust and dishonourable competition with each other and lowers the standard of the profession, and reduces the attorney to the level of a shopkeeper, who buys his goods in the lowest market and bargains for the largest discount for cash, and strives to screw out of his customers the largest profit he thinks they will be talked out of. I am not assuming a state of things that *may* come to pass, in suggest-

* A paper read at the Metropolitan and Provincial Law Association meeting on the 26th October, 1869, by Mr. B. A. Payne.

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ing that a borrower (if charging by commission becomes a rule in the profession) will always find out the attorney who charges the lowest commission, and then try to drive a bargain with some other attorney whom he prefers, but I speak of a state of things that has come under my own knowledge; for instance, a client borrowed, unknown to me, £8,000 on freehold property. I had prepared his conveyance but could not lend him the £8,000, and he therefore applied to an estate agent for the loan, and without difficulty obtained it, and was afterwards introduced to the attorney of the intended mortgagee, and very early, and before the attorney knew anything of the character of the title, he informed the borrower the amount intended to be charged for the mortgage deed, namely £100. This figure very much astonished him, and he complained of the large sum the borrowing of the money would come to altogether, as he was to pay the estate agent his commission of one-half per cent., say £40, upon which the attorney said, well then we will call my charges £80. This showed the attorney was quite prepared to be bargained with, and thereby he put himself in a false position and the borrower would think but meanly of him. I have given the climax of charging by commission, and I cannot resist giving the climax of this unprofessional system of bargaining. I had two clients, and one of them (an executor) agreed to lend the other £40,000 on a very good security, the title to which consisted of a conveyance, not more than two skins, from an original owner, whose title in Liverpool is never inquired into. I was not the attorney for the mortgagee in this transaction, as the money came through an executorship which was in the hands of another attorney. The mortgagee approved of the goodness of the security, but referred me to Mr. A. as the attorney to prepare the mortgage deed—who, it will be observed, had nothing to do with the loan nor with the value of the property, but only to see that the mortgagor's title was good, and to prepare the mortgage deed. I waited on Mr. A. with my client, handed to him an abstract of the title, four sheets long, produced to him the title deed (with which he was quite satisfied) and asked him to prepare the mortgage. The money was half in a bank in Liverpool, and the other half was to come from abroad; so it was arranged that the mortgage was to be for £20,000, and for any further advance not exceeding in the whole £40,000. At this first interview the attorney spoke about his charges, and named £200; this amount greatly surprised the borrower, but the attorney insisted on it, on the ground of the great responsibility attached to so large a sum of money, and that he would have made large profits if his client had put the money out in several sums. The mortgagor argued that there was no responsibility, as he (the attorney) admitted the title to be good, and the mortgagee had approved of the value of the property, and had agreed to lend the money, so that Mr. A. had not even had the trouble of finding the money, or passing his judgment on the value of the security. After some further conversation it was finally amicably arranged that the borrower was to pay the attorney £100 for preparing the mortgage deed. In a short time the mortgagee informed the mortgagor that circumstances had occurred which prevented the £20,000 coming from abroad at present, and the result was that only £20,000 was lent, and the borrower executed the mortgage for that sum, and received the amount. Then followed a debit note from the attorney for the £100, upon which the mortgagor sent him a check for £50; this made him very wrathful, and he demanded the other £50 as per agreement, and threatened many things. This led to an interview between them, at which I was present, and the mortgagor well argued that, as the attorney was to have so large a sum as £100 because of the magnitude of the transaction, and the consequent great responsibility, he was fairly paid with £50, as he had only dealt with half the £40,000 (he might have added, and would have the benefit hereafter of putting out the £20,000 to come from abroad), and he (the borrower) would have to incur further expense in raising the other £20,000. The attorney did not see it in this light, and, to make an end of the dispute, suggested that his client (the mortgagee) should be asked to say whether he was not entitled to the full £100. The mortgagor agreed to this proposal, and the question was submitted to the mortgagee accordingly, whose judgment in writing was to the effect that if his attorney had received £50 for his services he was very well paid. This transaction would not elevate our profession in the eyes of either the mortgagor or the mortgagee.

There is only one more light in which I will ask you to consider this question, and that is the very lax way in which an attorney will be tempted to do his work when he is paid by commission. For instance, three certificates of burial are wanted to complete the title, but the attorney tells his conveyancing clerk not to mind them, as they can be obtained at any time, as the abstract shows when the parties died, and where buried. Or the attorney sees by the marginal notes that the abstract has been lately examined, with the deeds, by his friend, Mr. A. B., solicitor, and therefore risks that examination, and saves himself the trouble, and perhaps the expense, of a journey to two distant towns. These suggested omissions will supply my hearers with many similar ones that might be here added; and thus, from the absence of necessary documents, a mortgagee does not get as perfect a title as he ought to have at the hands of his solicitor; and the unfortunate mortgagor is put to the expense of obtaining all these things when the property comes to be sold, either by himself or the mortgagee, because they are not found with the mortgagee's deeds; and the previous circumstances, showing they ought to be there, having been paid for long ago, are all forgotten. Let me give you a case in point, as I have done in support of my previous remarks. I delivered an abstract of title to a Liverpool attorney, who had agreed to lend £4,000 on the property, and I remarked to his conveyancing clerk, who had the management of the business, that he would hardly require to examine the abstract with the deeds at several attorneys' offices in Liverpool and one in London, as he would see by the notes in the margin of the abstract that I myself had personally examined the abstract with all the deeds, and that very lately when I took up the title for the borrower. He replied something like this, "Of course I must see all the deeds, it is our duty to our client, and the amount is large and we are responsible;" but before our interview ended I made a remark that a new rule was adopted in his office as regarded the charges for mortgages (for the attorney had sent me a note to say that £1 per cent. and the stamps would be charged for the mortgage deed, though he knew nothing about the title). He inquired—What new rule? and I said, Of charging a per centage upon the amount lent; and he answered—Are you going to pay a per centage upon this mortgage money for our charges? and I said—Yes, for I have a note from Mr. B. to that effect; upon which he replied, "Oh! I am very glad to hear that, as it will save me a deal of trouble. Your examination of the deeds, Mr. Payne, I have no doubt is perfectly correct." And most likely he did not examine the abstract with the deeds, as I was not called upon, by the attorneys having possession of them, to pay for the production of them; and from what occurred afterwards, I can imagine that he did not even peruse the abstract.

This practice of charging by commission may be greatly abused as the following circumstance shows:—I was asked by an attorney, who knew I did not adopt the commission system, to lend his client a sum of money on mortgage. I agreed to do so. The title was good, the security approved, and the money was lent; and my account was paid by the attorney at the time of completion of the mortgage. But the attorney did not hand my bill of costs to his client, but charged him £2 per cent. as my charges, having previously told him, on transacting the loan, that the usual charge by a mortgagee's solicitor was £2 per cent. on the amount lent.

And now, what is my conclusion of the whole matter? It is this, that attorneys are inadequately remunerated for their labour; and I shall be glad to assist in any reasonable course to obtain a much better payment for their services. But, for the reasons set forth in this paper, I cannot think that a capricious charge by commission for mortgages, and in some offices for conveyances also, can be upheld, nor is it an honourable way for an attorney to obtain his remuneration, though I admit its great convenience to both attorney and client.

LAW STUDENTS DEBATING SOCIETY.

At a meeting of this society held on Tuesday, the 15th inst., Mr. Widdows in the chair, Mr. L. Hunter, the present secretary, was elected to the office of treasurer, vacant by the resignation of Mr. Herbert; and Mr. A. G. Harvie was appointed auditor, in lieu of Mr. Byrne, resigned. The question for discussion was No. 449 legal—"A., an insurance company, is purchased by and amalgamated with B., another insurance company. After the transfer A. is not wound up.

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Can original policyholders of A. enforce the claims under their policies against the shareholders of that company, who have not passed into and become shareholders of B.?" The debate was opened by Mr. Appleton, for Mr. Hargreaves, in the affirmative, and after a discussion, in which 12 members took part, the society decided the question in the affirmative by a majority of 12 to 5. The number of members present was 23.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

The thirty-third annual general meeting of the shareholders of this society was held on the 8th inst., at the offices, Fleet-street, Sir Thos. Tilson in the chair.

The actuary and manager (Mr. E. A. Newton) read the advertisement convening the meeting.

The report, which was taken as read, stated that the new assurances effected under 152 policies amounted to £298,275, securing a new premium income of £10,791 18s. 9d., of which amount £1,660 2s. 9d. was paid away for the reassurance of £52,300 with other offices, leaving £9,131 16s. as the net new premium income secured on £245,975, the risk retained by the society. The premium income of the year amounted to £131,158 5s. 7d., and that of 1868 amounted to £127,268 9s. 5d. The sum paid under eighty claims was £101,978. Of this amount £88,078 received bonus additions of £23,333 7s., being at the rate of twenty-seven per cent. In 1868 the claims amounted to £82,715, under eighty-four claims. The total number of claims during the last three years had not exceeded four-fifths of that provided for by the society's tables; while the total amount paid had not exceeded two-thirds of that provided for. The invested funds were at interest at the rate of £4 6s. 8d. per cent., free of income tax—a rate slightly higher than that of the preceding year.

The chairman proposed the adoption of the report and statement of accounts.

The motion, having been seconded, was carried.

Mr. Justice Montague Smith, C. Austin, Q.C., J. Leman, and E. L. Pemberton, Esqrs., were re-elected directors; and Sir W. H. Bodkin and W. Williams, Esq., were re-elected auditors.

LAW STUDENTS' JOURNAL.

INNS OF COURT GENERAL EXAMINATION.

TRINITY TERM, 1870.

The Council of Legal Education have approved of the following rules for the General Examination of the Students.

The attention of the students is requested to the following rules of the Inns of Court:—

"As an inducement, to students to propose themselves for examination, studentships and exhibitions shall be founded of fifty guineas per annum each and twenty-five guineas per annum each respectively, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each general examination, and one such exhibition shall be conferred on the student who obtains the second position; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations; and the Inns of Court to which such students as aforesaid belong may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the bar. Provided that the examiners shall not be obliged to confer or grant any studentship, exhibition, or certificate, unless they shall be of opinion that the examination of the students has been such as entitles them thereto."

"At every call to the bar those students who have passed a general examination, and either obtained a studentship, an exhibition, or a certificate of honour at such examination, shall take rank in seniority over all other students who shall be called on the same day."

"No student shall be eligible to be called to the bar who shall not have attended during one whole year the lectures and private classes of two of the readers, or have been a pupil during one whole year, or periods equal to one whole year, in the chambers of some barrister, certified special pleader, conveyancer, or draftsman in equity, or two or more of such persons, or have satisfactorily passed a general examination. Provided that students admitted before the first day of Hilary Term, 1864, shall have the option of qualifying themselves to be called to the bar, either under the 'Rules of the Inns of Court of Hilary Term, 1852,' or under these regulations."

"That not more than four terms under any circumstances be dispensed with in favour of students coming from India or the colonies, with a view to return to residence there, and that it is not expedient to dispense with any terms for such students except on the following conditions, viz.:—

"1. That students from India do satisfactorily pass an examination in Hindu and Mahommedan Law, the Indian Penal Code, the Code of Criminal Procedure, the Code of Civil Procedure, the Indian Succession Act, and in such other codes and acts as may from time to time become law in British India; and, in addition to such examination, do pass such examinations, and abide by all such rules and regulations as are now in force for students seeking a pass certificate, by examination, for call to the bar.

"2. That students from the colonies do pass such an examination as is required, and do abide by all such rules and regulations as are now in force, in order to obtain a certificate of honour.

"3. Provided that each of the four Inns of Court be at liberty to dispense with the above conditions in such very special circumstances as they may think fit, and that such circumstances be stated in the certificate of call to the bar given to every such student. The benchers of each inn, subject to the foregoing limitations, being guided, in the dispensation of terms, by the circumstances of each particular case."

RULES FOR THE EXAMINATION OF CANDIDATES FOR HONOURS OR CERTIFICATES, ENTITLING STUDENTS TO BE CALLED TO THE BAR.

An examination will be held in next Trinity Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's office of the Inn of Court to which he belongs, on or before Wednesday, the 18th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Wednesday, the 25th day of May next, and will be continued on the Thursday and Friday following, except as regards Hindu Law, &c., to be held on Saturday, May 28.

It will take place in the Hall of Lincoln's-inn, and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Wednesday morning, May 25, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Thursday morning, May 26, at ten, on Common Law; in the afternoon, at two, on the Law of Real Property, &c.

Friday morning, May 27, at ten, on Jurisprudence and the Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

Saturday morning, May 28, at ten, on Hindu and Mahommedan Law, and on the Laws in force in British India; in the afternoon, at two, a paper upon the foregoing subjects of Hindu Law, &c.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on the afternoons of Friday and Saturday there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the general examination.

The oral examination and printed questions will be founded

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on the books below mentioned, regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate: provided that, if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's "History of the Middle Ages," chapter 8.
2. Hallam's "Constitutional History."
3. Broom's "Constitutional Law."
4. The chief statutes from the date of Magna Charta to that of the Union with Scotland.
5. The principal State trials of the Stuart period.

Candidates for pass certificates will be examined in 1 and 3 only, or in 2 and 3 only, at their option.

The reader on Equity proposes to examine in the following books:—

1. Haynes's "Outlines of Equity"; Smith's "Manual of Equity Jurisprudence" (last edition); Hunter's "Elementary View of the Proceedings in a suit in Equity" Part I (last edition).
2. The cases and notes contained in the first volume of White and Tudor's "Leading Cases." The "Act to amend the Law relating to future Judgments, Statutes, and Recognisances," 27 & 28 Vict. c. 112. The "Act to explain the Operation of an Act passed in the 17th and 18th years of Her present Majesty, c. 113, intituled 'An Act to amend the Law relating to the Administration of Deceased Persons,'" 30 & 31 Vict. c. 69. The "Act to remove Doubts as to the Power of Trustees, Executors, and Administrators to invest Trust Funds in certain Securities, and to declare and amend the Law relating to such Investments," 30 & 31 Vict. c. 132. The "Act to amend the Law relating to Sales of Reversions," 31 & 32 Vict. c. 4; and the "Act to Abolish the Distinction as to Priority of Payment which now exists between the Specialty and Simple Contract Debts of Deceased Persons," 32 & 33 Vict. c. 46. Mitford on "Pleadings in the Court of Chancery," Introduction, chapter 1, sections 1 and 2; chapter 1, section 3 (the first six pages); chapter 2, section 1; chapter 2, section 2, part 1 (the first three pages); chapter 2, section 2, part 2 (the first two pages); chapter 2, section 2, part 3; chapter 3.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours will be examined in the books mentioned in the two classes.

The reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the "Law of Real Property." Last edition.
2. "The Construction of Wills." Hawkins' Treatise on this subject, pp. 14—56.
3. "The Defective Execution of Powers." Sugden on "Powers," pp. 530—602. Eighth edition.
4. "Estates for Life;" *Lewis Bowle's case*, 11 Co. 79 b, and the notes to that case in Tudor's "Leading Cases in Real Property and Conveyancing," pp. 27—97. Second edition.
5. "Absolute and Defeasible Interests." Smith's Compendium of the "Law of Real and Personal Property," Vol. I., pp. 372—461. Fourth edition.

Candidates for the studentship, exhibition, or honours will be examined in all the above-mentioned books and subjects. Candidates for a pass certificate in those under heads 1, 2, and 3.

The reader on Jurisprudence, Civil and International Law proposes to examine in the following books and subjects:—

1. Justinian, "Institutes." B. III., with Notes of Sandars.
2. Lord Mackenzie—"Studies in Roman Law." (Edition 1862.) Part III., chapters 1, 2, 3, and 4, pp. 183—221. Part IV., chapters 7 and 8, pp. 271—292.
3. Justinian, "Digest." Lib. XIX. Tit. I. "De actionibus empti et venditi."
4. "Code Napoléon." Arts. 1582—1707.
5. Wheaton's "International Law. Part IV., chapter 1 (Edit. Lawrence or Dana). "Commencement of War and its Immediate Effects."
6. Maine's "Ancient Law." Lectures VI. and VII.

Candidates for honours will be examined in the whole of the above subjects, but candidates for a pass certificate will be examined in 1, 2, 5, and 6 only.

The reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. "The Ordinary Steps and Course of Pleading in an Action."
2. "The Law of Contracts," so far as treated in Smith's "Lectures on Contracts." (Last edition.) Lectures 2—5 inclusive.
3. "The Law of Torts." Broom's "Commentaries." (Fourth edition.) Book III.
4. "The Evidence to Support an Indictment for Simple Larceny." Archbold's "Criminal Pleading." (Sixteenth edition.) Pp. 290—318. "For Embezzlement." Ibid. pp. 409—417. "For False Pretences and Cheating." Ibid. pp. 434—446.

Candidates for the studentship, exhibition, or honours will be examined in the above subjects generally, and also in—

5. "The Law of Bailments," so far as regulated by the Common Law. *Coggs* v. *Bernard*, 1 Smith's "Leading Cases;" *Giblin* v. *McMullen*, 17 W. R. 445.
6. Byles on "Bills of Exchange." (Last edition.) Chapters 1, 2, 6—8 inclusive. Observations on Bills of Exchange and Promissory Notes, their form, and agreements intended to control their operations.
7. Taylor on "Evidence." (Last edition.) Part I, chapter 3. "The functions of the Judge as distinguished from those of the Jury." Part II., chapter 3. "The Burthen of Proof."

The reader on Hindu and Mahommedan Law, and the Laws in Force in British India, proposes to examine in the following books and subjects:—

HINDU LAW—

1. "Adoption."
2. "Stridhana, or Woman's Property."

Grady's "Hindu Law of Inheritance," chapter 2, pp. 17—62; chapter 8, pp. 117—218.

Sir Thomas Strange, chapter 4, pp. 73—106; chapter 10, pp. 237—253.

"On Judicature, and on the Commercial and Servile Classes, Manu's Institutes," chapter 9, pp. 194—227 (Third edition).

MAHOMMEDAN LAW—

Inheritance.

1. "Legal Sharers."
2. "Residuaries."
3. "Distant Kindred."

Grady's Mahommedan Law of Inheritance," pp. 28—57.

Sir W. H. Macnaghten's "Mahommedan Law" (same subjects).

Contracts.

1. "Sale."
2. "Debts and Securities."

Grady's "Mahommedan Law." Book II., pp. 159—170.

"Hedayah." Book XXXI. (Second edition. Title, "Ijara or Hire."

THE LAWS IN FORCE IN BRITISH INDIA.

"Intestacy and Testamentary Act." (Parts II. to VII. inclusive.)

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"Penal Code." (Chapter 16.) Offences against Property.
(Chapter 17.) Offences against the Person.
"Criminal Procedure Code." (Chapters 2 and 12.)
Starling's "Penal and Procedure Code."
"Civil Procedure Code." (Chapter 3.)
Broughton's "Civil Procedure Code." (Pp. 51—136.)
Field's "Law of Evidence." (Pp. 4—59.)

By order of the Council,
EDWARD RYAN.
Chairman pro tem.

Council Chamber, Lincoln's Inn,
March 1, 1870.

TRINITY EDUCATIONAL TERM, 1870.

Prospectus of the Lectures to be delivered during the ensuing Educational Term by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

1. Extra-territorial Jurisdiction.
2. Extradition.
3. The Prerogative of the Crown relating to the Granting and Revocation of Charters.

With his private class the reader will go through the cases in Broom's "Constitutional Law," illustrating the "Relation of the subject to the Executive," and the "Relation of the Subject to Parliament." He will also go through the chief points in the Constitutional History of England from the Revolution of 1688 to the accession of George III.; Hallam's "Constitutional History" and May's "Constitutional History" will be the text-books principally used.

EQUITY.

The reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

1. On Charitable Trusts (continued).
2. On Superstitious and Illegal Trusts.
3. On Relief in Equity against Penalties and Forfeitures.
4. On the Doctrine of Equity concerning Mortgages.

An Advanced Course.

1. On Equitable Conversion (continued).
2. On Resulting Trusts (continued).
3. On Relief in Equity against Mistake.

In the elementary private class the subjects discussed will be—Relief in Equity against Breaches of Agreement, and against Waste.

In the advanced private class the lectures will comprehend—the Jurisdiction of Equity in Matters of Account and Partnership.

THE LAW OF REAL PROPERTY, &c.

The reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

1. On Conditions of Sale, and the Force and Construction of the Clauses usually introduced therein on the Sale by Auction of Freehold Lands in several Lots.
2. On an Agreement for the Sale of Real Estate, and the consequences thereof.
3. On Equitable Conversion.

Advanced Course.

On Wills.

In the elementary private classes the reader will continue his course of Real Property Law, using as a text-book Mr. Joshua Williams' "Principles of the Law of Real Property;" and in his advanced private classes he will take as his subjects for discussion, Title by Prescription and under the Statutes of Limitation, using as a text-book Mr. Brown's "Treatise on the Law of Limitation as to Real Property."

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The reader on Jurisprudence, Civil and International Law, proposes to deliver, during the ensuing Educational Term, six public lectures on the following subjects:—

1. A comparison of the Roman, English, and French System of Law relating to Husband and Wife.
2. The Patria Potestus of the Roman Law, compared with the Power of the Father over the Person and Property of his Child by the English and French Law respectively.
3. The History and Present State of International Law relating to Blockade.

The reader, in his private class, will continue the consideration of the Roman Law relating to Contract, and will commence with "Societas." He will use as text-books Sandars' "Institutes of Justinian," "Code Napoléon," and "Code de Commerce," and "Lindley on Partnership."

The reader, in his private class, will also continue the discussion of points of International Law relating to the "International Rights of States in their Hostile Relations," using the work of Wheaton as the text-book, and referring to the works of the principal modern Jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

1. The Office and Duties of Magistrates in relation to Criminal Charges.
2. Indictable Offences of Ordinary Occurrence.
3. The Law of Evidence as applied at Criminal Trials.

Advanced Course.

1. Criminal Procedure preliminary to Trial.
2. The Pleadings in Criminal Cases.
3. Proofs adducible at a Criminal Trial.

With his private classes the reader will consider in detail the above subjects, exemplify them by cases, and explain them by reference to the following books:—

Elementary Class—"Commentaries by Broom and Hadley," Vol. IV.; "Archbold's Criminal Pleading" (16th edition), by Bruce.

Advanced Class—"Taylor on Evidence" (last edition), and the books above mentioned.

LAWS IN FORCE IN BRITISH INDIA.

The reader on Hindu and Mahommedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

1. Introductory Lecture.
2. Intestacy and Testamentary Act.
3. To conclude the Subject.
4. The Civil Procedure Code.
5. The Code of Criminal Procedure.
6. The Penal Code.

In the private classes the reader will discuss minutely and in detail the subjects embraced in his public lectures.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, March 21, class A; Tuesday, March 22, class B; Wednesday, March 23, class C—4.30 to 6 p.m.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Friday, March 25, Lecture—6 to 7 p.m.

THE INNER TEMPLE.—We understand that the ceremony of opening the New Hall of the Inner Temple will be performed on Saturday, May 14th, by her Royal Highness the Princess Louise, accompanied by his Royal Highness Prince Christian.—*Times.*

GOOD NEWS.—Under this head the *Times* states:—"Mr. T. C. Anstey arrived at Bombay on the 12th February, and is stated to have received a large sum of money in the shape of retainers as soon as he came ashore." Mr. Chisholm Anstey was for many years a member of the Bombay Bar, to which he has now returned, and for a brief period acted as judge of the High Court there.

The Town Council of Sheffield have passed a resolution, praying the Lord Chancellor to appoint a stipendiary magistrate, at a salary of £1,000 per annum.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 18, 1870.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 93	Annuities, April, '85
Ditto for Account, April 93⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 4 p m
New 3 per Cent., 91¼	Ditto, £500, Do — 4 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 4 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '73 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 113	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 99½ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	113
Stock	Great Eastern Ordinary Stock	100	37¾ x d
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	66½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	125⅝
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	123½
Stock	London and South-Western	100	88⅛
Stock	Manchester, Sheffield, and Lincoln	100	52½
Stock	Metropolitan	100	80½
Stock	Midland	100	124½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	118
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols have been rather dull this week, though somewhat less so at its close. The foreign market has been more buoyant. The railway market was firmest at the middle of the week; since then prices have been very irregular. There has been very much speculation lately in telegraph shares, and these investments have consequently declined in price.

SPECIAL FEES TO COUNSEL.—At the chambers of Vice-Chancellor James yesterday, in the winding-up case of the Albert Life Assurance Company, an application was made by Messrs. Lewis, Munns, & Co., as solicitors for the official liquidator, for an allowance of special fees to counsel in certain cases in which it was necessary that the official liquidator should be represented in the Court of Chancery. Fees of 50 guineas in a case had been given to Sir Roundell Palmer, and the Taxing Master had refused to allow them. The Chief Clerk (Mr. Bloxam) said he could not interfere in such a matter. A discretion as to fees to counsel was vested in a Taxing Master, and the present application was that he should take away that discretion. It certainly would not become him to interfere with the discretion which the Taxing Master had exercised in a winding-up case. Mr. Musgrave, who made the application, said the chief clerks in winding-up cases knew the matters in which counsel were engaged much better than the Taxing Masters. The Chief Clerk said the application could be made to the Judge, but he must decline to entertain it for the reason he had mentioned.—*Times.*

LANCASHIRE CORONERS.—An order of her Majesty in Council has been issued, dividing the Salford and Rochdale coroners' districts into three—to be called the Salford, Bolton, and Rochdale divisions—one to be assigned to each of the persons now holding the office of coroner within those districts. The coronership of the newly-formed Bolton division has been assigned to Mr. Edge, formerly deputy-coroner for the Salford Hundred. With reference to these arrangements the following motion will be brought forward at the annual session of the county magistrates, to be held at Preston on the 31st March:—"That the salaries hitherto paid to the coroners for the Salford and Rochdale districts, from the date of the appointment of the coroner for the new Bolton district until the next quinquennial revision, be apportioned thus: Mr. Price, Salford, £675; Mr. Molesworth, Rochdale, £410; and Mr. Edge, Bolton, £370.

A FEMALE JUSTICE OF THE PEACE.—We learn from the *Chicago Legal News* that Mrs. Amelia Hobbs has been elected justice of the peace in Jersey Landing township, Jersey county, Illinois. Mrs. Hobbs' opponent candidate, the *Chicago Legal News* adds, is too gallant to carry the contest to the length of objecting to the election on the ground of sex. At the date of this piece of news the result of the election had not yet been certified to the governor; we are therefore not in a position to say whether it will be confirmed.

Lord Fitzwalter has resigned the chairmanship of the East Kent Quarter Sessions.

ESTATE EXCHANGE REPORT.

AT THE MART.

March 16.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold house and shop, No. 12, The Hard, Portsea, let on lease at £130 per annum—Sold £1,800.

March 17.—By Mr. W. H. MOORE.

Leasehold house and shop, No. 6, Green-street, Leicester-square, let at £120 per annum, term 21 years from 1866 at £60 per annum—Sold £230.

Leasehold house, No. 31, St. Martin's-street, Leicester-square, let at £80 per annum, term 13 years from 1867 at £55 per annum—Sold £60.

Leasehold five houses, one with shop and stabling, Nos. 1 to 5, Braithwaite-place, Old Church-street, Paddington, let at rentals amounting to £158 per annum, term 77 years from 1844, at £26 per annum—Sold £1,150.

Leasehold residence, No. 38, Tonbridge-street, Euston-road, annual value £60, term 37 years from 1869 at £15 15s. per annum—Sold £395.

Leasehold residence, No. 6, Sussex-street, Pimlico, let at £60 per annum, term 63 years unexpired at £9 per annum—Sold £590.

AT GARRAWAY'S COFFEE HOUSE.

March 14.—By Mr. G. H. DURRANT.

Leasehold improved ground-rents amounting to £27 13s. per annum, secured on houses in Windsor-street, John-st, and Wenlock-road, Hoxton, term 24 years unexpired—Sold £315.

March 15.—By Mr. J. L. STACY.

Seven leasehold houses, Nos. 7 to 13, Acre-terrace, Wandsworth-road, term 64 years unexpired, at £5 10s. each per annum—Sold £105 to £120 each.

By Messrs. E. & H. LUMLEY.

Absolute reversion to £3,199 8s. 2d. Stock, payable on the death of a gentleman aged 79 years—Sold £2,020.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, No. 40, Wellington-road, St. John's-wood, let at £70 per annum, term 99 years from 1820, at a peppercorn—Sold £810.

Leasehold house, No. 21, Richmond-villas, Seven Sisters-road, Holloway, annual value £75, term 200 years from 1856, at £12 12s. per annum—Sold £600.

By Messrs. GLASIER & SONS.

Life interest of a gentleman who was born on the 15th of March, 1810, in £7,410 4s. 4d. New Three per Cent. Annuities—Sold £1,910.

Leasehold residence, known as Flora-cottage, No. 17, St. Paul's-road, Canonbury, let at £52 10s. per annum, term 66 years unexpired, at £18 per annum—Sold £540.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COPLAND—On March 9, the wife of John Copland, Esq., solicitor Sheerness, of a daughter.

GIFFARD—On March 14, at 8, Kent-terrace, Regent's-park, N.W., the wife of Henry Alexander Giffard, Esq., of a son.

LAXTON—On March 15, at Stamford, the wife of Thomas Laxton, solicitor, of a daughter.

SHARPE—On March 13, at 36, Queensborough-terrace, Hyde-park, the wife of Joseph Sharpe, Esq., barrister-at-law, of a daughter.

STEPHEN—On March 14, at Leeds, the wife of James Stephen, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BARBER-SIDEBOTHAM—On Tuesday, March 8, by special licence, at St. James's Church, Upper Bangor, Henry Barber, of Penrallt, Bangor, solicitor, to Annie Lydia Sidebotham, of Bronymor, Bangor, second daughter of the late James Sidebotham, of Chorlton-on-Medlock.

JARVIS—REEVES—On March 10, at St. Matthew's, Bayswater, Thomas Charles Jarvis, LL.B., of the Middle Temple, barrister-at-law, to Emily Frances Smythe, second daughter of John Frederic Reeves, Esq., solicitor, of Monmouth-road, Bayswater.

DEATHS.

DIXON—On March 16, at 59, Warwick-gardens, Henry Hall Dixon, barrister-at-law, aged 47.

GORDON—On March 11, at 20, Regent-terrace, Edinburgh, James Gordon, Esq., Writer to the Signet.

INGLESANT—On March 10, at 18, Woburn-place, Russell-square, suddenly, Joseph Inglesant, Esq., barrister-at-law, of the Inner Temple, and of Quorndon, Leicestershire.

SINNOCK—On March 7, at Hailsham, Fanny, the wife of Mr. H. C. Sinnock, solicitor, aged 57.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favour-

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Leader, Thos Woodcock, Lutterworth, Leicester, Maltster. May 12. Watson & Baxter, Lutterworth.
Limerick, Geo. Horton, Gloucester, Yeoman, April 25. Trenfield, Chipping Sodbury.
Mackillop, Jas, Grosvenor-sq, Esq. June 1. Vincent, Moorgate-st.
Matthews, Hy, Cumberland-st, Hackney-rd, Dairyman. April 15. Nash & Co, Suffolk-lane, Cannon-st.
Maylett, Wm, Clifton, Bristol, Lodging-house Keeper. March 30. Perham, Wrington, nr Bristol.
Miers, Capel, Church-rd, Upper Norwood, Esq. July 1. Uptons & Co Austin-friars.
Ouvry, Charlotte, Cambridge-ter, Hyde-park, Widow. April 16. Duncan & Murton, Southampton-st, Bloomsbury.
Perrott, Richd, Tollington-park, Hornsey-rd, Packer. June 1. Cole, Church-ct, Clement's-lane.
Sinclair, Georgina, Ventnor, Isle of Wight, Spinster. April 30. Whitakers & Woolbert, Lincoln's-inn-fields.
Skinner, Louisa, Egham, Surrey, Spinster. May 16. Burgoynes & Co, Oxford-st.
Stevens, Sophia Louisa, Grosvenor Hotel, Park-st, Grosvenor-sq, Widow. May 11. Coode & Co, Bedford-row.
Thomas, Hy, Melcombe Regis, Dorset, Esq. May 20. Swyer, Shaftesbury.
Tripp, Eliz, Bristol, Widow. May 31. Harley, Bristol.
Westminster, Most Hon Richard, Marquess of, Eaton Hall, nr Cheshire, K.G. May 31. Boodle & Partington, Davies-st, Berkeley-sq.
White, Robt Rowles, Dursley, Gloucester, Chemist. May 16. Vizard & Co. Dursley.
Wilson, Lindsay, John-st, Middlesex. May 15. Smith, Gray's-inn-sq.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 11, 1870.

Fry, Robt, & David Beatson, Fenchurch-st, East India Merchants. Dec 8. Inspectorship. Reg March 9.
Peedle, Geo, Lyme, Surrey, Farmer. Dec 15. Comp. Reg Dec 31.

Bankrupts.

FRIDAY, March 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baudeloque, Augustin Victor, Curtain-rd, Shoreditch, Walnut Veneer Importer. Pet March 7. Pepys. March 22 at 11.
Gammell, Jas, Chalk Farm-rd, Oilman. Pet March 9. Roche. March 21 at 11.
Thewes, Wm, Basinghall-st, Printer. Pet March 9. Pepys. March 23 at 12.

To Surrender in the Country.

Anthony, Chas Edwd, Gt Hadham, Hertford, Corn Merchant. Pet March 5. Spencer. Hertford, March 24 at 11.
Fletcher, Jas Wm, New Wandsworth, Surrey, Timber Merchant. Pet March 8. Willoughby. Wandsworth, March 25 at 10.
Foster, Wm, Kingston-upon-Hull, Oil Merchant. Pet March 7. Phillips. Kingston-upon-Hull, March 23 at 12.
Hart, Geo, Godalming, Surrey, Victualler. Pet March 5. White. Guildford, March 26 at 3.
Knott, John, Newton Wood, Cheshire, Cotton Spinner. Pet March 10. Hall. Ashton-under-Lyne, March 24 at 11.
Newbould, Jacob, Bradford, Yorks, Innkeeper. Pet March 5. Robinson. Bradford, March 22 at 9.
Parker, John, Scarborough, Yorks, Hotel Keeper. Pet March 8. Woodall. Scarborough, March 28 at 2.
Smith, Mary, Greenfield, Yorks, Woollen Manufacturer. Pet March 7. Tweedale. Oldham, March 24 at 11.
Spray, Hy, Gainsborough, Lincoln, Implement Maker. Pet March 4. Uppleby. Lincoln, March 23 at 12.
Thomas, John Stone, Cheadle, Stafford, Grocer. Pet March 9. Keary. Stoke-upon-Trent, March 24 at 1.
Tripp, Powell Saml, Manch, Smallware Agent. Pet Feb 23. Kay. Manch, March 24 at 10.
Wilson, Geo, Ramsgate, Kent, Builder. Pet March 7. Callaway. Canterbury, April 7 at 2.

TUESDAY, March 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baker, Abraham, Acklam-rd, Portobello-rd, Westbourne Park, Builder. Pet March 10. Pepys. April 8 at 12.
Lavender, Benj Levi, Cross-st, Finsbury, Saddler. Pet March 10. Pepys. March 31 at 12.30.
Maver, Wm, Albert-villas, Seven Sisters-rd, Holloway, Builder, Pet March 11. Hazlitt. March 28 at 12.
Milton, Geo, & John Milton, High-st, Aldgate, Tailors. Pet March 9. Brougham. March 25 at 12.30.
Rawkins, Jas, Holborn-hill, Hosier. Pet March 8. Brougham. March 25 at 2.30.

To Surrender in the Country.

Bennett, John, Stramshall, Stafford, Farmer. Pet March 10. Hubbersty. Burton-upon-Trent, March 28 at 10.
Burr, Hy, Maidstone, Kent, Plumber. Pet March 11. Soudamore. Maidstone, March 28 at 2.
Campbell, Saml, Toxteth Park, nr Lpool, Builder. Pet March 1. Hime. Lpool, March 28 at 11.
Chipman, Wm John, Marple, Cheshire, Cotton Waste Spinner. Pet March 11. Coppock. Stockport, March 25 at 12.
Dixon, Thos Danl, Leeds, Cloth Manufacturer. Pet March 12. Marshall. Leeds, March 31 at 11.
Elliott, Josias, & Fredk Chas Elliott, Devonport, Grocers. Pet March 11. Pearce. East Stonehouse, March 29 at 11.
Grimmer, Robt, Feltwell, Norfolk, Wheelwright. Pet March 10. Palmer. Norwich, March 24 at 12.
Narracott, Susan, Torquay, Devon, Lodging-house Keeper. Pet March 12. Daw. Exeter, March 26 at 10.
Phillips, John, Cauldon, Stafford, Limeburner. Pet March 11. Keary. Stoke-upon-Trent, March 26 at 1.
Scott, Gabriel, Redbridge, Hants, Bone and Chemical Manure Manufacturer. Pet March 10. Thorndike. Southampton, March 29 at 12.
Webster, Robt Bulkeley Orton, Kingston-upon-Thames, Milliner. Pet March 11. Bartrop. Kingston-upon-Thames, March 31 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, March 11, 1870.

Elliott, Jas Pallett, Tamworth, Warwick, Hosier. March 3.
Clark, Hy Boon, Whittlesford, Cambridge. March 4.

TUESDAY, March 15, 1870.

Atkins, Jas, Lpool, Stevedore. March 12.
Colliver, Geo Veale, Addiscombe, Surrey, Carpenter. March 7.
Gostick, Jesse, Princes-st, Cavendish-sq, Accountant. March 10.
Mallinson, Jas, Joseph Mallinson, & Thos Mallinson, Brighouse, Yorks, Pianoforte Manufacturer. March 12.

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Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, MARCH 26, 1870.

IT IS NO DOUBT INEVITABLE that as long as a bill of any great political importance is in its progress through Parliament, it should be discussed almost exclusively by politicians and with reference to its general principles. But the moment the bill has become an Act it passes into the hands of lawyers, who, in giving effect to its provisions, have to regard them in a very different light from the politicians. It is therefore often an unfortunate thing that bills of the class to which we refer are so seldom subjected to any really searching examination by the lawyers in Parliament to secure that their provisions can be practically worked. There has seldom been a bill in the case of which such an examination was more important than in that of the Irish Land Bill; but so far there is little reason to suppose that it will receive anything of the kind. Inasmuch, however, as every clause of the Act will have to be interpreted and acted upon by Courts of justice, and as we know by every day's experience that no one but a lawyer can form anything like a reliable forecast of the difficulties of interpretation surrounding a section, we hope that the details of the bill may yet receive fair attention while in committee. We can only illustrate our meaning by referring to two sections, but they are the first two, and perhaps the most important two in the bill.

Our readers will recollect that the bill treats of three classes of occupiers of land, and provides a separate scheme of compensation for each; these are, occupiers under the Ulster tenant-right usage, occupiers out of Ulster under similar usages, and occupiers not falling within either of these classes. The first two of these kinds of occupiers are dealt with in the first two sections of the bill. The first section says that "The usage prevalent in the province of Ulster with reference to the compensation to be made or allowed to or on account of an outgoing tenant of a holding [such usage is commonly known and in this Act referred to as the Ulster tenant-right custom] is hereby declared to be a legal custom, and shall in the case of any holding in the province of Ulster, proved to be subject to such usage, be enforced in manner provided by this Act, &c." The second section says that "Where in any place not situate within the province of Ulster a tenant is disturbed in his holding by the act of the landlord and such holding is proved to be subject to a usage by virtue of which compensation is made or allowed to or on account of an outgoing tenant of a holding, the tenant so disturbed shall be entitled to such compensation as the Court may find to be payable to him according to the usage to which the holding is proved to be subject."

The first broad question which seems to us to arise upon these sections is one common to both of them. What is the meaning of a holding being subject to a usage? Will it be necessary to prove in each case a custom in compliance with all the requirements of the common law—certain, reasonable, and general? This view we may probably dismiss at once. The Legislature can hardly be understood as merely saying that a legal custom shall be a legal custom. Secondly, is the effect of the Act to remove all objections in point of law to what may be proved in fact to exist as a usage or custom, in the sense which those words bear both in legal and popular language, that is to say a course of dealing generally prevalent in certain districts or among certain classes as distinguished from the habits of dealing of particular individuals? If this view were adopted it would follow that a usage confined to the estate of a particular landlord, or to a particular farm is not within the Act. Thirdly, will it be enough to show a practice on a particular estate or with respect to a particular farm is so well known and well established, that a tenant may be fairly said to have taken his holding on the strength of it, that it may fairly be regarded in common sense, though not in law, a part of his own contract? If this view be taken the bill, in reality, simply alters in some respects the rules of evidence as to the mode in which contracts may be proved. Fourthly, to prove a holding to be subject to a usage, and within these sections, will it be enough to show that a certain practice has been pursued towards the occupants of given holdings, though no one has ever thought of regarding it as in any sense a right, or anything beyond a mere act of benevolence? For instance, if it be proved that for some time past Mr. A., whenever he has had to evict tenants, has always helped to pay their passage-money to America, if they liked to go, just as Mrs. A. has always given them port wine when they were ill and needed it—will this become a legal duty for the future?

In addition to the difficulty of construction which we have pointed out as common to the two sections, there is another peculiar to the first. That section legalises "the usage prevalent in the province of Ulster." These words certainly seem to point to some one usage generally prevalent throughout all Ulster, not to an indefinite number of different usages existing in different parts of that province. Will a tenant then who claims under this section be forced to give some evidence that the usage on which he relies is general throughout Ulster? And will his claim be met by showing that that usage is confined to a mere corner of one county, and that in each of the adjoining counties the usage is totally different? Or, on the other hand, will "the usage prevalent in Ulster" be construed as meaning all usages prevalent in Ulster or any part of it?

The questions we have put are no idle ones; they must be solved as soon as the bill comes into working. And according to the answers given to them the bill may prove the merest dead letter, or have a very real operation. Is it too much to ask that legislators should consider with themselves what it is that they really mean to do? Of all the amendments as yet proposed in the first and second sections of the bill, none seem to us to have any tendency to remove the difficulties we have pointed out, except, in the case of Ulster, those which purport to set out the tenant right custom which is to be law for the future.

IN ANOTHER COLUMN will be found a note of a recent application to the Master of the Rolls, to invalidate a purchase made by a solicitor at a sale by auction in a foreclosure suit. The peculiarity of the case was that the solicitor in question was concerned, not in the suit in which the sale was made, but in an administration suit instituted by creditors of the mortgagee (who had died after the institution of the principal suit). The plaintiffs in the administration suit had obtained leave to attend the proceedings in the principal suit, but, as we understand the case, the order was made after the sale in question. The solicitor's name had been placed on the particulars. He had already, when the application to discharge him was made, been confirmed as a purchaser by the chief clerk's certificate. The Master of the Rolls considered that the Sales by Auction Act, 1867, did not apply to the case, and that the transaction was within that class of cases in which the Court forbids a purchase by a person whom it considers as saddled with the duty of endeavouring that the price shall be the highest obtain-

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able. We understand that it is intended to appeal from this decision.

There is a multitude of cases in which it has been laid down that trustees and their agents, and other persons whose duty it is to procure a large price, shall not be allowed to purchase themselves; and in *Ex parte Lacey* (6 Ves. 626) Lord Eldon expressly declared that this rule is independent of any actual advantage taken by the purchaser, but depends on purely *a priori* considerations. To the same effect is *Hamilton* v. *Wright* (9 Cl. & F. 123). In the recent case of *Tennant* v. *Trenchard* (L. R. 4 Ch. 547), Lord Hatherley, in the case of a trustee, laid down the rule very strictly as to fiduciary purchases. In that case the application was on the part of a trustee, that he might be permitted to bid. Lord Hatherley said "the cases where liberty to bid has been refused are mostly cases of solicitors, the reason of the rule being, that a solicitor must have acquired much information, and that the Court could feel no security that he would do his duty and communicate this information so as to raise the price, if he had a prospect of becoming the purchaser." The general principle upon which the Court proceeds is a perfectly intelligible and a just one, but we do not think that much stress is to be laid upon the speculations as to the effect of an interested bidder upon other persons attending the sale; according to the circumstances or the temperament of the outsider, he might be stimulated to increase his own biddings or to withdraw from the competition. Indeed, each of these hypotheses has in its turn been adopted by the Court, though the latter the more frequently. In *Tennant* v. *Trenchard*, Lord Hatherley observed, "It has been said that his (trustee's) bidding will be an advantage to the sale, as the more bidders there are the better chance there will be of a good sale; but, on the other hand, the knowledge that the trustee was a bidder might keep others away, as they might consider that he would bid to the utmost value of the property, and then, if any one else bid more, would leave it." While in *Sanderson* v. *Walker* (13 Ves. 602), Lord Eldon regarded a bid by a trustee, "who ought to know the value," as calculated to raise the estate under the hammer in the eyes of bystanders.

There is, we think, no ground for considering that the 7th section of the Sales by Auction Act, 1867, applied to the case above referred to.

THE PROVISIONS OF THE Peace Preservation (Ireland) Bill, which is now being passed through Committee in the House of Commons, are undoubtedly exceedingly severe; but are they unnecessarily so? Although the bill has been received with a general approval, a few voices have denounced it as unconstitutional. Unconstitutional, however it cannot be, since it is submitted to the constitutional Legislature in the accustomed manner. Unusual in character it certainly is, but it is aimed at what is, happily for us, an unusual state of circumstances, and of which the Government may, we think, fairly claim to be the best judges.

THE APPELLATE JURISDICTION BILL.

Although, as the Lord Chancellor said in moving the second reading of the High Court of Justice Bill, it is impossible really to consider these bills separately, it is nevertheless convenient, for some purposes, to look at them separately in detail, and with this view we propose to consider first the Appellate Jurisdiction Bill, more particularly because we desire that it should assume such a shape as to admit of, and secure, its passing at once, whatever may be the fate of the companion measure. There were intimations, and those not obscure, let fall by noble lords in the debate on the second reading, which point towards a select committee, or, which would equally dispose of the bills for the present session, a motion to remit them to the Judicature Commission for completion. That one or the other of these courses may be taken about the High Court of Justice Bill is not improbable; the matter in hand is so complicated and so important, the bill itself so slight and sketchy, that it would seem certainly to invite, and almost to necessitate, some such step; but the Appellate Jurisdiction Bill stands on a very different basis, and we sincerely trust that it will not be considered so intimately bound up with the other as of necessity to share its fortunes.

The entire reorganisation of our judicial system, though much wanted, is a matter of very great difficulty and importance, and the loss of a year or two for the purpose of well considering and perfecting a scheme of such magnitude is not worth taking into account; and although we concur, and have more than once expressed our concurrence, with the scheme proposed by the Judicature Commission, and intended to be given effect to by the bills now before Parliament, still the question of details is one of the very highest consequence; and, however much we may deprecate delay, we cannot reasonably object to the very fullest examination of any proposed legislation. But in the case of the Courts of Appeal the state of the matter is very different; the existing evils are greater and more generally acknowledged, the remedy is simpler and more readily acquiesced in, the necessary machinery is more inexpensive and more ready to hand. There can be no reason whatever, except the connection between the two bills, why this bill should not be disposed of at once in Committee of the whole House, and sent down to the House of Commons in a shape to secure its acceptance quite irrespective of any other legislative action, intended or anticipated. For this purpose, however, it will be necessary to modify the bill in two respects—1st, to get rid of the clause which makes the "commencement of the Act" dependent on the commencement of the other Act; and secondly, to vary in some measure the provisions as to the "selected judges." We will proceed to show, as shortly as we may, why and how this ought to be done.

And first, as to the Why. The evils of the existing courts of appeal, particularly at common law, have long been widely felt, and generally admitted, and for many years—even before the question was raised, never again to rest, by the well-known speech of Sir Roundell Palmer on the subject in the House of Commons—the greatest dissatisfaction has prevailed; and the demand for a single strong Court of Appeal, which should serve to keep the law uniform, and whose decisions should meet with general submission, has been steadily increasing. The present condition of our appellate jurisdiction is, indeed, piteous; from the Court of Admiralty there is no readily accessible court of appeal at all, for the delay and expense involved in a resort to the Privy Council practically prevent an appeal in a multitude of cases. The Court of Probate is in a similar position; while the appellate tribunal which is supposed to control the proceedings of the Court of Divorce is worse than a mockery, because in a large class of cases it has no jurisdiction at all, and the appellant must go at once to the House of Lords; and in the vast majority of the remaining cases its decision is final—a grievance of a different but not less serious kind. The constitution of this Court, too, seems to us peculiarly objectionable, consisting as it does of the judge appealed from *as President*, assisted by two judges taken *pro hâc vice* from a totally different class of work, and, therefore, inevitably inclined to depend on his judgment rather than their own. As a court of first instance for the trial of important questions, which was originally its primary function, the Court is an admirable one, but we cannot regard it as possessing any one of the essential features of a good court of appeal. When we come to the courts of common law the matter, if not really worse, at least assumes a more ludicrous aspect, for we find a system by which the same judges are *vicissim* appealed from and appealed to, so that Mr. Justice X. may in the case of *C.* v. *D.* retaliate upon Mr. Baron Y., who has reversed his judgment in the case of *A.* v. *B.* And it has certainly happened once (in

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Rickett's case, 15 W. R. 937), and may have happened frequently, that the decision arrived at on an important question depended solely on which of two appeals was first heard. In equity there is, at present, no Court of Appeal capable of sitting more than two days in the week, except for the purpose of interlocutory applications and appeals from the exercise of the summary jurisdiction of the Court, and this Court, thus limited, has to keep down an ever-increasing list of appeals from four judges in constant work, a large majority of whose decisions would, if there were a satisfactory and speedy Court of Appeal, be brought under review.* The Court of Bankruptcy alone remains, and there we have practically the most unsatisfactory of all possible systems of appeal—viz., an appeal on mixed questions of law and fact from a single judge to a single judge.

Under these circumstances it seems to us that whatever may be done with respect to the courts of first instance no time ought to be lost in creating a thoroughly effective court of appeal, that is to say, a court which would be readily accessible at a cost small in comparison with the general costs of suit, and whose decisions will carry with them such weight as to render infrequent the resort to the ultimate court of appeal. We may add that were such a court established it would in our opinion be well to transfer to it the jurisdiction on appeal from the county courts, now divided in a most unsatisfactory manner amongst the superior courts of first instance. We do not, of course, propose to allow a further appeal from these decisions, but the costs of an appeal direct to the High Court of Appeal would not exceed those at present incurred in going to a court of common law, or the judge of the Admiralty Court, or Vice-Chancellor Stuart; while the objection to conferring on any judge of first instance, whose original decisions are necessarily subject to, and inevitably the subject of, frequent appeals, the right of pronouncing final decisions, is too obvious to require to be insisted on.

Next, as to the How. The bill before us seems well calculated to afford just such a court as we desire, with merely a few alterations required to separate it from the High Court of Justice Bill, and enable it to stand alone. Clause 2 should be altered by making the Act commence (at latest) on the 1st of November, 1870, irrespective of any other Act whatever. Clauses 3 and 5 might well stand as they are, with a temporary clause that, until the High Court of Justice should be constituted, her Majesty should annually select three judges from the Vice-Chancellors and puisne judges at common law to act as the "selected judges" of the Court of Appeal, and that, in the interpretation of the Act, the phrase High Court of Justice should, until the constitution of such court, be read to mean the High Court of Chancery, the Superior Courts of Common Law, the Courts of Probate, Divorce, and Bankruptcy, and the High Court of Admiralty, or any of such courts.†

There appears to be an error of some kind in clause 8; which provides that for purposes of general precedence the ordinary judges of appeal shall "take rank after the Lord President of the High Court of Justice." The Lord President of the High Court of Justice is, by clause 3 of that bill, the Lord Chancellor, and we therefore suppose that this is a typographical error merely, and that what is really meant is after "the junior of the Lords Presidents of Divisional Courts of Justice," *i.e.*, in the same place now accorded to Lords Justices of Appeal in Chancery. If so, this, as we have before pointed out, perpetuates the anomaly which Lords Cranworth and Hatherley have thought so objectionable in the case of the Master of the Rolls, because here are judges whose sole duty it will be to review the decisions of the High Court of Justice (including those of Lord Chief Justice Bovill, the Lord Chief Baron, and Lord Penzance), and who are yet deliberately placed below those judges in the scale of general precedence. We do not say that this question is of any great importance, but as it has been so treated by two different Lords Chancellors, we are not entitled to regard it as of no moment.

We cannot accede to the proposal in clause 9 that the permanent Judges of Appeal should only receive the salary of a vice-chancellor or puisne judge. The Lord Chancellor defended this provision on the ground that by getting off going circuit they would be saved some £700 a-year in expenses, but that does not seem to us to meet the case, more especially when we find that it is proposed—and properly, as we think—to pay to the Lords Presidents, though judges of inferior jurisdiction, the salary of £6,000 per annum. Whatever may be said in favour of treating the "selected judges" as sufficiently recompensed by the mere fact of their selection, we think that the salary of the permanent judges of appeal ought not to be less than £6,000.

We regret much not to see any provision for preventing the appointment of the same selected judges year after year, which would, we think, deprive the Court of much of the benefit which the provision for selection was designed to secure; and we fear that if the selected judges are immediately re-eligible it will at no distant period come to be thought discourteous not to re-appoint them—just as we now see in the case of revising barristers and other officials for short terms of years—and perpetual re-appointment will become the rule, and not the exception. This tendency to permanence is inherent in all institutions, and just as old feudal appointments of dignity, when made for life, had a tendency to become hereditary, so we every day see that appointments of every kind, though nominally annual, triennial, or at pleasure, if unconnected with local or party politics, have a tendency, where the official is immediately re-eligible, to become practically offices during good behaviour. But this would prevent that free circulation of judicial thought which is so desirable in a court of the kind proposed, and tend to produce that very stagnation the removal of which was one object of the Judicature Commissioners.

Much objection was taken in the House of Lords to the extensive power of making rules given to the Court, but we do not see that, so far as this court is concerned, any more convenient plan could have been adopted. When we come to the complicated and expensive procedure of a court of first instance it may be well that certain statutory directions should be given even on questions of practice merely, though over-legislation on such a subject is likely to prove very prejudical; but in the regulation of such questions as can arise with reference to the procedure upon appeals, we think the Court which has to hear such appeals by far the best authority to refer to, and are very unwilling to fetter its discretion by any statutory rules upon the point. In one particular, however, we think that the Legislature might well intervene: the quorum of the High Court of Justice—one sitting as "the Court itself," and not as a division—is seven judges, and it might well be enacted that any appeal from that Court should be heard by the Court of Appeal itself, that is, by not less than five judges.

Grave objection has been taken to that part of the bill which deals with the appellate jurisdiction of the House of Lords and Privy Council; and it has been urged, not without show of reason, that this jurisdiction ought to be abolished, and absorbed in that of the High Court of Appeal. But in the first place we do not agree in the desirability of having the immediate Court of Appeal also the ultimate one. The immediate appeal

* This is shown by the fact that during all the time that the Court of Appeal was sitting daily—and two Courts sitting together for two days in every week—it never was for more than a day or two at a time, and those at long intervals, without a constant supply of work, and that, notwithstanding the obvious objections to an appeal to a single judge or two judges only.

† The proposal in clause 7 that the judges shall be styled "judges of the High Court of Appeal" seems unnecessarily to lower the status of the Court; we should prefer their bearing the titles of "Lords Justices of Appeal," already known and appropriated to judges holding exactly their position.

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ought to be cheap, speedy, and easy of attainment, because a large proportion of litigants are desirous of, and entitled to, a second opinion on their case; the ultimate appeal ought not to be resorted to except upon very weighty occasions, and cheapness and rapidity are there of comparatively no moment. We do not say that the existing ultimate courts of appeal are the best that can be had, still less that it is desirable to have two such courts, but we do say that whatever may be the constitution or procedure of such ultimate court or courts, it ought materially to differ from that of the Court we are now considering. Another objection to the abolition of the present ultimate courts of appeal lies in the nature of their jurisdiction. The High Court of Appeal is a court for England only, composed exclusively of English judges, and dealing solely with English law; it would thus be a most unfit court to which to refer appeals from Ireland, Scotland, and the Colonies, which now go naturally to the House of Lords and Privy Council—to the one as representing the whole United Kingdom, to the other as the embodiment of her Majesty's Imperial jurisdiction; and it is certain that none of those countries would readily acquiesce in any transfer of jurisdiction as regards them to a purely English court, while to retain the old jurisdiction as regards the rest of the empire, and abolish it as to England, would be to increase the very evil for the removal of which this abolition is demanded. It may be said that the existing courts are practically purely English courts, but that is not so. Since the Union with Ireland the House of Lords has never been without an Irish Lord Chancellor (though Lord St. Leonards, who now represents Ireland, does not sit *as such*), and though Scotland has not been equally well treated she has at any rate now no right to complain, seeing that she is efficiently represented in the person of Lord Colonsay. The case of the colonies is not so strong, and but few colonial judges have found their way to the Judicial Committee, but the jurisdiction has been generally and willingly acquiesced in, while we have at any rate no reason to anticipate a similar concurrence in any proposed change. We sincerely hope that the passing of this most valuable bill will not be delayed upon grounds at once so questionable and so unpractical.

THE TRIAL OF PRINCE PIERRE BONAPARTE.

The trial of Prince Pierre Bonaparte, before the High Court at Tours, has taken up the greater part of this week, and has offered a very characteristic example of the French criminal procedure and some of its defects. The procedure established for the ordinary criminal courts or courts of assizes (Cours d'Assises) has been extended to the High Court by Article 17 of the Senatus Consultum of the 10th of July, 1852; and, in consequence, the forms gone through for the trial of Prince Pierre Bonaparte, are (save the differences dependent upon the greater number of members of the Court and jurymen) such as might be witnessed in the case of any prisoner taking his trial for a felony.

After the preliminary proceeding of selecting the jury from the panel by lot, and an address from the presiding judge—quite a voluntary effort on his part—the business began by his putting to the prisoner the usual questions as to names and residence, and by the *greffier*, or clerk of the Court, reading the "act of accusation" (*acte d'accusation*).

At this first stage of the trial one cannot help making a remark which applies to every part of the system of French criminal procedure—that it gives an enormous power to the judicial functionaries who conduct it; they can, in a great measure, direct it as they please, and the fate of the accused is in many cases in their hands. Such is the fact in those preliminary investigations which are to evolve the case that is to be submitted to trial, and which, as may be seen in the course of these very proceedings, may have a very serious influence upon the evidence in the trial itself. During those investigations the prisoner appears alone before the *juge d'instruction*, or examining magistrate, in the solitude and secresy of the *Cabinet d'Instruction*, with no other protecting presence but that of the *greffier*, or clerk, a subaltern whose function is to take down the statements made by the prisoner or witnesses, which he does from the dictation of the judge. And in practice that dictation embodies, not the diffuse verbatim statements of the party deposing, but what the *juge d'instruction* conceives to be substantially the import thereof. The witnesses also appear alone before the judge, and their depositions are collected in the same manner. It is, therefore, evident that if there be any bias harboured, even unconsciously, by the judge, that bias must almost inevitably colour the statement thus, as it were, filtered through him; he may disregard as useless verbiage material points, the utility of which may not appear to him. That bias, from the whole tendency of the French system, is generally against the prisoner, but particular circumstances may cause another inclination in the mind of the judge, and induce him to take a favourable view of the case. Rank and position naturally act very strongly on a certain and a numerous class of men. Whether they did so in the course of the "investigations" of Pierre Bonaparte we have not had sufficient opportunity of judging.

But to return from the chamber of the *judge d'instruction*, where the materials of the trial are prepared, to the court in which it takes place. The reading of the *acte d'accusation* is (saving the taking the names of the prisoner) the first step in the trial. This *acte d'accusation* is a fluent narration of the case as the Public Prosecutor conceives it, frequently written with an eye to dramatic effect and with considerable literary pretensions. The view of the Public Prosecutor may be erroneous, the adverse party may be provided with abundant means of confuting it, but the minds of the jury are tinctured at the very outset of the case by the statement emanating *ex officio* from the offices of the Crown Prosecutor. Of course it is directed against the prisoner, and, in general, presents a lively synopsis of the unfortunate passages of his past life, frequently with very little relevancy to the case. There are, however, exceptions to this which it is pleasant to note. In the *acte d'accusation* against the Prince, for example, there is not the slightest allusion to other acts of violence of a character analogous to that of which he is accused, of which he is currently reported to have been guilty. It is noteworthy, too, that in this paper, expressly drawn up against the Prince, the statements of the witnesses whose evidence tends to justify him are set forth with more copiousness than discrimination, in strong relief against the summary mention made of the "declaration confirmatory" of the accuser, Ulrich de Fonvielle.

Such are the preliminaries of the trial, the first view of the case presented to the jury.

We may now turn to the proceedings of the President. Of all the anomalies of the French criminal procedure, the duties imposed on the President are the strangest. The chief duty of the President is to be impartial, and his functions are so ordered as to render entire impartiality almost impossible. The examination of the prisoner and witnesses is entirely conducted by him. It is his business to extract the truth, or what he believes to be such, from the unwilling, the reticent, and the deceiver; he is to drive the prisoner from the various falsehoods behind which he may seek to screen himself. What his bias must generally be, with habits of mind generally framed by a long previous practice as a *juge d'instruction*, it is easy to imagine. Nor is it difficult to conceive how he is likely to wield his tremendous power should his temper be naturally excitable, and the resistance of the prisoner energetic and resolute. He puts questions, both to the prisoner and the witnesses, and puts them as he pleases. The questions of counsel are to pass through his lips. He may, if he can, remould them as he thinks fit, and cross-examine and re-examine,

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suggest and lead, until he has coaxed or driven the deponent into stating what, in his opinion, should have come from him. No cross-examination on the part of counsel. It is easy to conceive what the consequence of such a state of things must be in doubtful cases; and how great, notwithstanding the most honourable and conscientious intention on the part of the President, the peril of the prisoner must necessarily be. This machinery is powerful if brought to bear against the prisoner; but no less powerful if used in his favour. In the present case it is impossible not to observe a very marked peculiarity in the attitude of the President towards the accused. Here we find the President interrogating the prisoner after the reading of the *acte d'accusation*. After a very mild allusion to a blow given by him to one of his fellow-members in the Constituent Assembly of 1848, and a very proper but unusual pretermission of other circumstances of the same nature in his past career, he proceeds to examine him as to the particulars of the *fracas* which closed with the death of Victor Noir. The fact of his going to meet visitors in his own house with a cocked revolver in his pocket and his hand thereon is passed over with indulgence, but M. de Fonvielle is severely blamed for carrying a weapon. It rather looks as though the browbeating which is usually lavished on the prisoner were now bestowed on the principal witnesses for the prosecution. Most of the witnesses were cool and self-possessed; but one witness, Doctor Pinel, got nervous, and his deposition suffered in consequence. The witnesses for the defence seem to receive a very different treatment. They are encouraged by the President, their depositions are propped up, he argues on their side against the counsel for the prosecution, he refreshes their memory where it fails by reading to them the report of their depositions (as leisurely given to the examining magistrate in the privacy of his office, without the presence of adverse counsel, with no other control or cross-examination than he might himself think fit to use), and no cross-examination is allowed to correct the fatal effect of such proceedings. At least this is the complexion which the proceedings present to the eye of an English lawyer. There are persons who continually say "they manage these things better in France;" at any rate the phrase is hardly applicable to criminal procedure.

UNLIMITED LIABILITY FOR NEGLIGENCE OF SERVANTS.

We have received a pamphlet entitled "The Evils of Unlimited Liability for Accidents of Masters and Railway Companies, especially since Lord Campbell's Act," published by Messrs. Butterworth. It is a reprint of a paper read by Mr. Joseph Brown, Q.C., before the Social Science Association. The subject is one which certainly deserves serious attention, and it is not unlikely that, so far, at all events, as railway companies are concerned, there may very shortly be legislation or attempted legislation. We are not able to agree entirely with everything which Mr. Brown advances; at the same time we must say that he puts the arguments against the present state of the law far more forcibly than we have ever seen them put before. Hitherto the arguments we have seen put forward in favour of limiting the liability of railway companies have been such as could scarcely commend themselves to anyone but shareholders, whose interest in the matter might have warped their judgments. Mr. Brown, however, who himself appears to be quite independent in the matter, makes a case likely enough to convince the judgment of independent persons; and if his pamphlet is extensively read by our legislators it may greatly increase the probability of an alteration in the law.

Mr. Brown very nearly avoids altogether the error which has been so common of treating the case of railway companies as one exceptional in theory. He puts forward first the case of ordinary masters, and points out what he considers to be the injustice of our law as regards them, and then shows that the same injustice falls with somewhat exceptional severity on railway companies, partly from the extent and nature of their business, but also to a great extent from the constitution of our tribunals, and the natural inclinations of jurymen. He does, certainly, in some of his remarks upon the nature of their business, which we notice below, advance propositions which seem to go the length of making a special exception in favour of railways. His main argument, however, is based upon the proposition that in the whole of this class of actions, whether against individuals or companies, the penalty for the act of negligence almost always falls on one who is perfectly free from blame, and this he argues is neither just nor politic.

There can be no doubt that in many or even in most of these cases, a very heavy penalty does fall upon a person totally free from blame, but we think it is a mistake to say, as Mr. Brown does, that the servant who is really to blame usually escapes scot free. No doubt it is seldom or ever of any use either for his master or for the person injured to sue him; still, we imagine he practically suffers in other ways. Probably in few cases will masters who have suffered severely by their servants' negligence retain them in their employ. Certainly they usually obtain immunity for some months until the action against their master is tried, for of course until then it would be very dangerous for the master to dismiss them, and possibly Mr. Brown may have founded his assertion that the careless servants usually escape scot free upon the numerous cases in which he may have heard of their being retained in their employment for some time after the occurrence. In the end, however, they usually suffer, not only by the loss of immediate employment but by the difficulty of obtaining other. The pecuniary penalty on the servant cannot of course be as great as on his master, but it may often be as large or larger in proportion to his means, and at all events in those possible, but still somewhat exceptional cases put forward by Mr. Brown, in which masters are absolutely ruined by the consequences of their servants' negligence, the servants will probably be ruined also. Indeed, the ruin of the servant must in practice be much more frequent than the ruin of the master, although the compensation to the injured person comes from the master and not from the servant. Although, however, it is not in our opinion correct to say that the penalty for such accidents falls wholly on the master, while the servant escapes, yet this does not completely answer Mr. Brown's argument. He fails we think to show that any other system would be *more* efficacious than the present in securing care on the part of servants. His suggestion to give a power of compulsorily deducting a few shillings a week from the servant's wages is, we think, impracticable. It seems to depend upon the continuance of the service, or certainly upon the continued earning of wages in some way. It would be impossible to oblige the master to keep the careless servant at the further risk of his own property, in order to make the deductions, and not much less difficult to oblige the servant to continue in the master's service subject to the deduction, and whatever the master's conduct to him in other respects might be. We scarcely understand whether Mr. Brown contemplates that the compulsory deduction shall be made by a new master after a change of service, but whatever the details of the scheme might be, we fail to see that any such scheme would do more to check carelessness than the present. It is not, however, necessary to the argument, to show that more might be done than at present to check carelessness; if it can be established that as much might be done without imposing a penalty on the master as at present, that will be sufficient in order to answer the argument on the other side, which is founded on the supposed necessity of making the master pay all the compensation in order to make him select careful servants, and to make the servants selected continue to

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be careful. In fact, however, we apprehend that the more important question is—granting that in all such cases the master should be bound to show that he had done all he could in the first place to select a servant likely to be careful; and secondly, to secure the servant continuing to act carefully in accordance with his previous character—whether, when he could show this he ought, as he does now, to bear all the consequences of his servant's negligence, or whether the actual sufferer ought not at all events to share them with him by recovering from him only a part of the compensation.

Mr. Brown's remarks on this are forcible; he says, "To inflict the full damages caused by an accident on the master is really to forget the peculiar character of accidents, which is that the damage or mischief arising from them bears no proportion whatever to the degree of negligence which brought them about."

"All such cases are compounded of a misfortune and a fault. The fault is the negligence, the damages are often a mere misfortune, and purely accidental in the strictest sense, bearing no kind of proportion to the cause of them. The fault is often perfectly trivial, while the misfortune and the damages are terrible. In a case where the fault was wilful, we admit the justice of throwing the whole consequences on the offender, however much they may exceed the offence. In the case where it was not wilful but merely careless, since the loss must fall either on the careless person or on the injured person, who was blameless, we reconcile ourselves to the rule that the former should bear it, though the penalty exceeds the fault by a hundredfold. But in the case where the sufferer and the master are alike blameless it is revolting to every sense of justice that the whole weight of the damages should be thrown on the latter when the affair was a pure misfortune so far as the master is concerned, and when the enormity of the damage done is purely accidental."

There is, doubtless, sound reasoning in this. The only point which we think Mr. Brown omits to take into consideration is that it is in all these cases the master who has put into his servant's power the means of doing the mischief. Take the ordinary case of driving. The servant driving is probably a person of no property, who cannot be made to compensate the sufferers from his negligent driving. At the same time, he never could do the mischief if he had not had his master's horses and carriage entrusted to him. There is much to be said in favour of making the master liable, at all events, to the extent of the property entrusted to the servant and which causes the mischief. It is upon this principle that the limitation in the Merchant Shipping Acts of the liability of the owner of a ship for damage done by its navigation to £15 a ton upon the ship's tonnage, proceeds.

Passing on now to the question of railway accidents, Mr. Brown points out that the position of companies being really the same as ordinary masters, they suffer to a greater extent from sympathising juries and fraudulent claimants. He points out also that they experience to a greater degree than ordinary masters the same hardship, viz., that by no amount of care on their part can they prevent occasional carelessness on the part of their servants, and that the damages arising from the accidents are commonly out of all proportion to the error committed. As Mr. Brown somewhat quaintly observes, no care on the part of managers can secure servants who will be not men but "guardian angels without wings at two guineas a-week, as the public would have them." At the same time we must own that, in our opinion, serious railway accidents are more frequently caused by insufficient supervision and by habitual neglect of regulations made only to be broken, than by the casual slips of individual servants, though, of course, the latter are occasionally most disastrous.

Having, however, made a fair case for the railway companies as for ordinary masters, in favour of an alteration of the law to the extent of dividing between them and the actual sufferers the damages consequent upon an accident caused by carelessness of subordinate servants, which could not have been prevented by care on the part of the managers or masters, Mr. Brown goes on to urge considerations which we deem fallacious. He urges that the damages caused by railway accidents are out of proportion not only to the error committed, but to the fare paid; that though the trade of railways is more than other trades, dependent for being safely carried on upon qualities in the servants which must occasionally fail, yet that the profits are smaller than in other trades, while the gain to the public from the trade being carried on is greater. He says, "With the full consent of the public, and by the express authority of Parliament, the companies carry on a business in which danger and accident are unavoidable, by which they gain very little, and the public gain very great, in fact incalculable benefits—health, recreation, commerce, wealth, and a thousand other advantages. The public are, therefore, in the strongest sense, partners in the risks of railway traffic, and they are partners who take nearly all the profits and seek to avoid bearing any share of the losses incident to the traffic, all of which are endeavoured to be thrown on the companies."

Now this, if true in all respects, goes only to prove that the fares of railway companies ought to be higher. If the public are to be considered as partners so that they ought to bear some of the losses the losses should be borne not by the individuals who suffer them, but by the travelling public who benefit by the railway, that is to say by the persons who pay fares. Baron Bramwell, in his judgment in *Brand* v. *Hammersmith Railway* in the Exchequer Chamber, answered conclusively, in our opinion, a similar argument when advanced as a reason why companies should not pay compensation for injury to property by vibration. He showed that the fares ought to be sufficient to provide a fund for the compensation, and that it was no answer to the claim of individuals to say that the public generally were benefited.

We apprehend, however, that there is some doubt about Mr. Brown's facts. He arrives at the conclusion that the fares are low by comparing the ordinary dividends paid to shareholders with the profits of ordinary trades. But is this fair? Ordinary trade-profits include the price of the tradesman's labour. The dividends of shareholders do nothing of the kind. Even in the case of a railway, if one exists, which has throughout the whole of its existence been prudently managed, it would be unreasonable to expect that shareholders taking no part in the management, could, by merely providing the capital of the company, earn profits on the scale of tradesmen or merchants giving their time and labour as well as capital to their business. And if the whole remuneration paid to directors, managers, and others whose position in the company is so high that they may be considered to occupy the position of managing partners in an ordinary firm, were added to the total of the dividends paid to shareholders, even then the whole profits so calculated could not be expected to equal the profits of an ordinary trade by reason of the disadvantage to which a company, even with the best of management, must inevitably be subject as compared with individuals. Of course railway companies are in a different position from other trades in having a maximum fixed for their fares. This restriction, however, is the price they pay for the monopoly granted them, and for the compulsory power conferred on them. It may be that in some cases it is too high a price. Undoubtedly the fares permitted by Parliament ought to be high enough to permit a fair return upon the shareholders' capital, when managed with reasonable prudence and after making a reasonable allowance for the payment of compensation for accidents caused by negligence of the servants, to an amount not exceeding what may reasonably be expected to occur with proper supervision. If any company, now, is not entitled to charge such fares, it has a good case

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for having its maximum of fares raised. No doubt a proposal to raise fares would meet with opposition ; it is, however, when made on sufficient grounds, far less unreasonable than a proposal, without the assent of passengers, to limit the amount of compensation recoverable, by exceptional legislation in favour of railway companies. If any company desire to issue tickets at reduced fares, the passenger, in consideration of such reduction, agreeing to take the risk of injury by negligence of the company's servants on himself, by all means let them have power to do so, subject to proper regulations to prevent any passenger being held to have unknowingly made such an agreement.

We see no objection to every company issuing, if they please to do so, tickets at three rates of fares for the same class of carriage. There might be insured, ordinary, and reduced fares. The liability of the company to ordinary passengers might be as at present —viz., to compensate for injuries from negligence of the company or its servants; to insured passengers to compensate for any injury not obviously the act of the passenger; to passengers at reduced fares either to compensate for no injuries at all or only to a limited amount. It would, however, be necessary, if such a practice were introduced, and travelling at reduced fares became general, to enact provisions which would secure some substantial pecuniary penalty sufficient to ensure general carefulness on the part of companies. This we agree might well be done without imposing so extensive a liability as at present. There might be either a limited liability even to "reduced" passengers, or there might be a pecuniary fine, going partly to the informer. If all "reduced" tickets were coloured red, no others being so, and these conditions printed on them, and also the company were bound to give every passenger an ordinary ticket unless he asked for a "reduced" one, this might probably be sufficient to prevent travellers from unknowingly taking risks on themselves, and it might not be necessary to require a signed contract, as for goods on special conditions. Of course companies should have the benefit of any legislation in favour of masters in general, but we protest against their having special legislation, to the injury of individuals, on account of the benefit they are supposed to confer on the public.

We have not now space to go into the question, with which Mr. Brown also deals, as to the desirability of a special tribunal for railway cases, but we have before expressed our disapproval of special legislation on this point also.

RECENT DECISIONS.

EQUITY.

Newspaper Copyright.

Cox v. "*Land and Water Company*," V.C.M., 18 W. R. 206.

The owner of a newspaper has, on the authority of this decision, copyright in all articles for which he pays, and which appear in the newspaper, by virtue of the Copyright Act (5 & 6 Vict. c. 45), as the owner of a "periodical work" under section 18, and need not register it in order to maintain a suit, a newspaper not being considered a "book" under section 2, so as to render registration necessary.

The protection afforded to the title of a newspaper by registration under 6 & 7 Will. 4, c. 76, was quite a different matter, and is now abolished by 32 & 33 Vict c. 24.

We respectfully agree with the Vice-Chancellor that the idea of there being no copyright in a newspaper is repugnant to common honesty. The subject, however, is not one upon which the law is very clear. The weight of authority now, after much judicial conflict, is in favour of the position that copyright *after* publication has no existence at common law, and is merely a creation of the statute law (*Reade* v. *Conquest*, 9 W. R. 434, 9 C. B. N. S. 768, and *Jefferys* v. *Boosey*, 4 H. L. Cas. 815). The statute law now applicable is that provided by 5 & 6 Vict. c. 45, which repealed the Act of 6 Anne and some subsequent ones. Whether newspapers come within the purview of any section of this Act is certainly an arguable question, and by no means, in our opinion, so clear as the Vice-Chancellor seems to have regarded it. He holds that there is copyright in a newspaper in respect of all matter for which the proprietor has paid. He deduced this conclusion from the terms of section 18, holding at the same time that a newspaper is not within the purview of section 2, the section which makes registration a requisite. No injunction, of course, can be obtained against the piracy of a work to which that section applies, unless the work has been properly registered as required by that section and section 24.

Vice-Chancellor Malins' decision is, as to its practical result, decidedly consistent with common sense. Whether or not it is sound as an interpretation of the statute is more doubtful.

Tenant for Life where Entitled to a Charge on the Inheritance for Permanent Improvements.

Gilliland v. *Crawford*, V.C. (Ir.), 18 W. R. 60.

In this case the tenant for life had completed houses which the testator had begun to build, and sought to charge the inheritance with the cost of completion. He was executor also, but there was no contract in existence throwing the cost of completion on the testator's assets, and the case was disposed of solely as upon on a question between tenant for life and remainderman.

The Court is not disposed to allow the tenant for life to rank as a creditor for improvements effected by him, though of a permanent character, whatever may be their cost, or the benefit to the inheritance. His business is to obtain the sanction of the Court to the outlay, before incurring it, and if he neglects to do so, he will not, in general, be allowed for building, draining, enclosing or making similar improvements at his own cost. Nor will the Court give its opinion upon matters of detail of this description under Lord St. Leonard's Act: *Re Barrington's Estate*, 8 W. R. 577, 1 Sc. H. 142; but the question must be raised in a suit, or in case of drainage by petition under 8 & 9 Vict. c. 56 (the Drainage Act).

The case of a mansion-house completed by the tenant for life is a familiar exception to the rule. Perhaps the leading case is *Dent* v. *Dent* 10 W. R. 375, 30 Beav 363, where the tenant for life was allowed his outlay on a mansion-house left unfinished by the testatrix, but not his outlay on rebuilding farm-houses and farm buildings, erecting cottages, and draining marshy ground. *Dunne* v. *Dunne*, 10 W. R. 380, 7 D. M. S. 207, is to the same effect. Such improvements may now under the Drainage Acts be charged on the inheritance, but this by the way.

It is easy to see why the case of a mansion-house should be an exception to the general rule. A person coming into possession as tenant for life of an estate with an unfinished mansion-house thereon, can hardly do otherwise than complete it, and his claim, if he does complete it, will be favourably considered by the Court. In *Gilliland* v. *Crawford*, the buildings were of a speculative character, and not for occupation, and therefore *Hibbert* v. *Cook* (1 Sc. S. 552) did not apply. In *Hibbert* v. *Cook*, where a mansion-house had been finished by the tenant for life, it was declared that, if it appeared on enquiry that it was for the benefit of all parties that the mansion-house should have been finished, and there was no personal estate applicable for the purpose, the outlay was to be a charge on the inheritance. But an inquiry as to repairs will not be directed, as they are an incident of the life tenancy : *Nairn* v. *Marjoribanks* (3 Russ. 582), where a new roof had been put on the mansion-house at a great expense.

It may be said, moreover, that a tenant for life who

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voluntarily improves the inheritance is somewhat in the position of a stranger who, if he builds on or otherwise improves land which he knows to belong to another, does so at his own cost and is not entitled to any allowance (*Ramsden* v. *Dyson*, 14 W. R. 926, L. R. E. I. App. 168)

Such cases can of course only occur where there is no contract binding the predecessor to complete the work left unfinished at his death. Where such a contract or covenant exists, and the party bound dies before full performance, his estate is liable to complete it: *Marshall* v. *Holloway* (5 Sim. 197). This principle had no application in *Gilliland* v. *Crawford*, but was the basis of the decision in *Cooper* v. *Jarman* (15 W. R. 142, L. R. 3 Eq. 98), where a person having contracted with a builder to erect a house on a piece of freehold land belonging to him died intestate before the house was finished, and it was held that the heir-at-law was entitled to have the house finished at the expense of the personal estate.

COUNTY COURT EQUITABLE JURISDICTION—MORTGAGE.

Powell v. *Roberts*, V. C. S., 18 W. R. 84.

The County Court Equitable Jurisdiction Act, 1865, 28 & 29 Vict. c. 99 (clause 3 of section 1), confers upon the county courts "all the power and authority" of the Court of Chancery "in all suits for foreclosure and redemption . . . where the mortgage . . . shall not exceed in amount the sum of £500;" and no subsequent Act has interfered with *this* part of the Equitable jurisdiction of the county courts. The present case decides that a suit by parties claiming through the mortgagor to set aside a sale made by the mortgagee is a "suit for redemption within the meaning of this clause." The plaint was issued by a second mortgagee, who alleged that the first mortgagee had improperly exercised his power of sale, whereas the plaintiff was desirous of redeeming. The prayer was that the conveyance to the purchaser might be set aside, and the purchaser ordered to convey to plaintiff on payment of debt and interest; the plaint also prayed an injunction, damages, and consequential relief. The county court judge declared the sale to be unauthorised by the power, and, therefore, void as against the plaintiff; and ordered that on payment into court by the plaintiff of principal and interest the first mortgagee should release, and the purchaser convey the property to the plaintiff. Upon an appeal from this decision it was contended (*inter alia*) that the county court had no jurisdiction to entertain the plaint,—that the Act limited the jurisdiction to mere redemption, whereas the plaint was to set aside a sale made to a purchaser for value without notice, and could not be regarded as a plaint for redemption. In *Harvey* v. *Tebbutt*, 1 J. & W. 197, the Court treated a suit to set aside a foreclosure decree as a suit to redeem; and the decision of Vice-Chancellor Stuart is in effect, that the case is not altered by the fact that a sale having been made instead of a foreclosure, the legal estate has got into the hands of a third party, who is therefore a necessary party: *Jenkins* v. *Jones*, 8 W. R. 270, 2 Giff. 99, was a similar case. Of course, had the purchaser established that he took without notice, no relief could have been granted against him; the case is not reported on this point, which turned, of course, simply on facts.

RECTIFICATION OF THE REGISTER ON THE APPLICATION OF THE LIQUIDATOR.

Kintrea's case, L. J. G., 18 W. R. 197, L. R. 5 Ch. 95.

The effect of this decision is to restrict the application of *Sichel's case* (16 W. R. 292, L. R. 3 Ch. 119) to cases where there is no element of what the Court calls fraud. *Sichel's case* decides that where a name has been left upon the register by the default of the company, the Court will not rectify the register on the application of the liquidator, the *ratio decidendi* being simply this, that the official liquidator represents the company to whose default the error is owing, and that the creditors have no equity against a person whose name has never been upon the register. In *Kintrea's case* the transfer was a colourable one, made for the purpose of escaping liability, but it was duly registered. In *Sichel's case* Lord Cairns, L.J., decided that a company, after failure, cannot come through its liquidator, and ask to remove one name which was on the register, and substitute another, as the liquidator asked in *Kintrea's case*, on the ground that the company ought to have done so before its failure. This decision, however, in the words of the Lord Justice, does not touch the present case, inasmuch as the state of the register was owing to the deception (using the word in no offensive sense) practised on the company by Kintrea; while in *Sichel's case* it was owing to the company's own negligence. In *Kintrea's case* the directors were misled into registering the transfer; in *Sichel's case* the transfer was not registered owing to their own negligence, and hence the different result of the two cases. The Court will consider that a name is improperly on the register, in the words of the 35th section, when the official liquidator is the applicant, only when the error arises from the company being misled, not when it arises, as in *Sichel's case*, from the *laches* of the company.

Another is thus added to the list of cases referred to by Lord Cairns in *Smith* v. *Reese River Company*, 17 W. R. 1042, L. R. 4 E. & I. App. 80, where the state of the register is not conclusive at the date of the winding up.

The reader will observe that costs were given against Kintrea, though the 35th section is silent as to the costs of applications made under it, because the proceeding was part of the proceedings in the winding up, so as to come within the General Order as to costs. Had the company been a going concern, it may be doubted whether any order could have been made as to costs. In fact Lord Cairns, L.J., in *Ward and Henry's case*, 15 W. R. 596, L. R. 2 Ch. 431, expressly said that under the section no costs or damages can be given against the party who is in the wrong.

COMMON LAW.

LIBEL—PRIVILEGED COMMUNICATION—REPORT OF SUPERIOR MILITARY OFFICER REFLECTING ON CHARACTER OF AN INFERIOR OFFICER—MALICE.

Dawkins v. *Paulet*, Q.B., 18 W. R. 336.

It is a very common defence to an action for defamation that the alleged libel or slander is what is called a privileged communication. It is generally laid down (see Addison on Torts 2nd Ed. p. 683) that when a communication is made by one person to another in the discharge of some public or private duty, whether legal or moral, or in the conduct of his own affairs where his interest is concerned, the communication is privileged; that is, the law will not presume malice, but the plaintiff must prove as a fact that the defendant was actuated by malice. "The occasion prevents the inference of malice which the law draws from unauthorised communications, and affords a qualified defence depending upon the absence of actual malice" (*Toogood* v. *Spyring*, 1 C. M. R. 193). The term "privileged communication" is, however, often loosely used in a more extended sense, and there are several distinct grounds of defence to an action for defamation which are usually all classed under this head although in fact they differ much from one another.

In the first place, a wide latitude is allowed in commenting on all public matters, although such comment may be defamatory to an individual; and, consequently, a defamatory statement concerning a minister of state, if restricted to his acts and character as minister, or concerning an actor, author, or composer, is not actionable so long as the statements do not go beyond that which is, as it were, offered to the criticism of the public. "But a line must be drawn between hostile criticism on a man's public conduct and the motives by which that

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conduct may be supposed to be influenced" (*Campbell* v. *Spottiswoode*, 11 W. R. 569). The moment the private, as distinguished from the public character of a man, is attacked, the statements, if defamatory, are actionable. In the same way, fair reports of proceedings in courts of law and of debates in Parliament are not libellous, although they may be defamatory to an individual (*Wason* v. *Walter*, Q.B., 17 W. R. 169). Criticisms on public matters are made in the exercise of an absolute right common to the whole public, and not in consequence of any privilege enjoyed by the person making them. If an action is brought for such criticisms, there is no direct issue as to malice or the truth of the opinions expressed, although the malice or untruthfulness may sometimes be important evidence. The sole question is whether the alleged libel is a *bonâ fide* comment on matters of public interest; and, if it is a *bonâ fide* comment it is not a libel.

Privileged communications, strictly so called, are statements made in cases where the party stands in such a relation to the facts that he is in a position different from that occupied by the rest of the public, and is in consequence of such position privileged, and no action lies unless there is proof of direct malice. The simplest instance of a privileged communication of this kind is when a master gives a character of a servant. The giving of the character, no matter how defamatory and false, is not actionable unless given maliciously (*Taylor* v. *Hawkins*, 16 Q.B. 308). It is to this kind of communication that the definition which we gave at the beginning of this notice most properly applies.

There is also another class of cases which falls within the doctrine of privileged communications, but in which that doctrine has been considerably extended. Such are the cases of defamatory statements made by persons in the due course of judicial proceedings, as of a witness in an affidavit (*Revis* v. *Smith*, 4 W. R. 506), or by a judge (*Scott* v. *Stansfield*, 16 W. R. 911), or by Members of Parliament in their places in either House. In these cases the defamation is absolutely privileged, and even if falsehood and malice be shown there is no right of action.

It is to this last division of privileged communication that *Dawkins* v. *Paulet* must be referred. The declaration was for a libel. Plea, that the alleged libel was written by the defendant as the superior military officer of the plaintiff, and in the course of the defendant's duty as such military officer, for the information of the Commander-in-Chief, touching the military conduct of the plaintiff. Replication, that the libel was written with actual malice, without reasonable or justifiable cause, and not *bonâ fide* or in the *bonâ fide* discharge of the defendant's duties. It was held on demurrer that this replication was bad, and that the defendant was not liable in the action, even if the facts alleged in the replication really existed. The effect therefore of the decision is, in the words of Cockburn, C.J. (who dissented from the opinion of the majority of the Court), "in all matters relating to military authority and discipline a subordinate officer, so far as civil redress is concerned, is entirely at the mercy of his superior; the latter may institute proceedings against him without right or reason on charges which he knows to be unfounded; may, under the disguise of duty, write concerning him that which he knows to be false, and may thus bring upon him consequences the most disastrous without the party injured being entitled to redress in a court of law."

We have before commented upon this decision (*ante* 149), and we there noticed the few authorities that have been decided upon the point involved in the case. It is only necessary to add now that *Dawkins* v. *Paulet* cannot have a very wide direct application as it can only govern similar cases arising in the army or navy, although arguments based upon the analogy of this case may, and doubtless will, be hereafter brought forward in other cases.

RIGHT OF ACTION—PROXIMATE AND REMOTE CAUSE—DAMAGE OCCASIONED BY TWO DISTINCT ACTS OF NEGLIGENCE BY DIFFERENT PERSONS.

Burrows v. *The March Gas and Coke Company*, Ex. 18 W. R. 348.

The facts in this case were not very clear, but the judgment was given on the assumption that they were as follows:—The defendants contracted to lay down a service pipe for gas from the street into the plaintiff's house, and in carrying out this contract they negligently laid down an insufficient pipe from which gas escaped into the house. A man named Sharratt, not a servant of the plaintiff's or defendants', went to ascertain the cause of the escape of gas and occasioned an explosion by his negligence in carrying a lighted candle in his hand. The plaintiff sought to recover compensation from the defendants for the damage caused by this explosion.

The defendants argued that they were not liable to any action as no damage had been occasioned by their negligence, because the immediate cause of the damage was the negligence of Sharratt. Secondly, even if they were liable to an action it could only be for nominal damages for a breach of contract and that the person who actually occasioned the damage was the only person liable to substantial damages. The Court held that the defendants were liable to substantial damages as their negligence was one of the two efficient causes of the plaintiff's damage. Kelly, C.B., says "the explosion arose from two causes conjointly . . . and the law is if a man employ two different contractors and injuries such as these are occasioned by their joint negligence he can maintain an action against both."

This decision is quite in accordance with the ordinary principles of the law of torts, but the expressions used by Kelly, C.B., must be construed with reference to the facts of this case. Thus read they seem unobjectionable, but if closely examined they will appear not perfectly accurate. The damage in this case was not caused by the "joint negligence" of two persons, but by two distinct and separate acts of negligence, and it was this fact that caused the real difficulty. If there had been a joint act or acts of negligence by Sharratt, and the defendants both or either of them would have been liable. As the acts were not joint the question arose which of the two negligent persons was liable. As the wrongful acts—viz., the negligence—were committed separately, it would seem that both could not be liable either in one or in two actions for the actual damage caused by the explosion. They could not be sued jointly for two distinct acts, and after judgment was recovered against one it would seem that no action would lie against the other for the same damage. It would, therefore, have been more correct to say that each might be liable rather than that both were liable. The plaintiff might have had the option of suing either, but he could not sue both for the same damage. It is possible, however, that both might have been liable to an action under the peculiar facts of this case, although the cause of action would not be quite the same. Sharratt might possibly have been successfully sued for the damage actually done, and the defendants might also perhaps have been liable to the plaintiff for nominal damages for the breach of contract in not supplying a proper pipe. This is not quite clear, but it might be so. These distinctions are not noticed in the judgments, but they should be borne in mind in considering the real meaning and extent of the principle on which the decision is founded.

There was some doubt as to the question of fact whether Sharratt was the plaintiff's servant. Kelly, C.B., said if he had been the defendants would not have been liable, but Martin, B., did not assent to this. As it was found that Sharratt was not the plaintiff's servant this question did not require decision.

On the main point in this case *Hill* v. *The New River Company* (18 L. T. N. S. 535) would have been an important authority, but it does not appear to have been cited

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There the defendants negligently allowed water to spout up on a public highway, and the Commissioners of Sewers negligently allowed a ditch made by them to remain improperly fenced. The plaintiff's horses were frightened by the water and swerved into the ditch, and the plaintiff suffered damage. It was found, as a fact, that if there had been no ditch, or if it had been properly fenced, the accident could not have occurred, and also that if there had been no water that the horses would not have swerved into the ditch. It was held that the defendants were liable for the damage sustained by the plaintiff, and no question arose as to the liability, if any, of the Commissioners of Sewers. It would seem, however, that the reasoning by which the defendants in *Hill* v. *The New River Company* were held liable would also have applied to the Commissioners' negligence, and that there, as in *Burrows* v. *The March Gas &c. Company*, the plaintiff had an option to sue either of two independent wrong-doers.

REVIEWS.

Reports of the Decisions of the Judges for the Trial of Election Petitions, pursuant to the Parliamentary Elections Act, 1868. *Part III.* By E. L. O'Malley and H. Hardcastle, Barristers-at-Law. London: Stevens & Haynes, Bell-yard, Fleet-strtet.

In reviewing Parts I. and II. of this publication we explained its nature and value. Part III., now published, contains reports of the remaining cases heard in 1869, and not reported in Parts I. and II., including the Scotch and Irish Cases, as well as the English. Volume I. being now completed, an index to the whole is given, which appears to be a very complete one.

COURTS.

COURT OF CHANCERY.

The present sittings will close on Tuesday next, and the Court will resume on Wednesday, April 20. Lord Justice Giffard will sit at the Privy Council to-day (Saturday), but at Lincoln's-inn on Monday and Tuesday.

MASTER OF THE ROLLS.

March 12.—*Guest* v. *Smythe.*

Sale by the Court—Purchase by solicitor.

This was an application by an adjourned summons to have Mr. Wight, a solicitor, of Dudley, discharged from being the purchaser of one of some lots recently offered for sale by auction in this cause. The suit was originally instituted by a mortgagee and his sub-mortgagee for foreclosure or sale. The mortgagee dying, bills were filed by creditors for the administration of his estate, and Mr. Wight was, at the date of the sale which afterwards took place, the solicitor to the plaintiffs in these creditors' suits, the suit of *Guest* v. *Smythe* being carried on by the executrix of the deceased mortgagee. After receiving the mortgage money the executrix would have, after deducting the amount of the mortgage, to account for the balance in the creditors' suits. A sale by auction of the mortgaged property having taken place, Mr. Wight bid on his own account and was declared the purchaser at a price considerably above the reserve. A few days before the sale the plaintiff in one of the creditors' suits had taken out a summons for an order for leave to attend the proceedings in *Guest* v. *Smythe*, and an order was obtained on this summons a few days after the day of the sale. Mr. Wight was duly certified as the purchaser, but on taking out a summons to pay his purchase-money into court some three months afterwards, he was met by a summons taken out by one of the parties interested in the suit of *Guest* v. *Smythe*, on the mortgagor's side, to have him discharged from his purchase as not a proper person to buy. It was urged on behalf of Mr. Wight that the proceedings were perfectly *bona fide*, the price was much above the reserve, there had been no concealment whatever, and the party who now objected had herself attended the sale.

It appeared that Mr. Wight had no knowledge that the sale was advertised until he saw the advertisements. He then sent for and distributed some particulars. His name was placed upon the particulars as a solicitor who would give information, but this had been done without his knowledge; he had had nothing to do with the preparations for the sale, and had no knowledge of the reserve price or any of the proceedings. He had been certified as the purchaser, and the certificate had become binding.

Southgate, Q.C., in support of the application.

Swanston, Q.C., and *Bovill*, for the plaintiffs in *Guest* v. *Smythe.*

Jessel, Q.C., and *Bagshawe*, for Mr. Wight.

Lord Romilly, M.R.—I should like to consider a little before I dispose of the case finally, but I will state now what I consider to be the principles affecting a case of this description. I should like to speak to Mr. Hawkins before I finally dispose of the matter. I am not at all clear whether the form of the summons ought not merely to have been to direct a new sale simply, but nothing more, leaving the Court to determine what should afterwards be done. I do not think the confirmation of the sale affects the question, unless there had been a great lapse of time, and acquiescence. But I think the principle is this, and this is how it is laid down by Sir John Leach in a case of *Grover* v. *Hugell* (3 Russ. 428):—Was it the duty of Mr. Wight to give his aid for the procuring of the best possible price? That is the question, because if it was his duty to do it then he could not buy. There are various authorities, for instance there is *Re Bloye's Trust* (1 Mc N. & G. 497). It is expressly laid down that the solicitor who conducts the sale cannot become the purchaser without full explanation to the vendor, and informing him that he (the solicitor) is to become the purchaser. In the course of that case Lord Cottenham refers to what Lord Eldon says—"How can a man if he cannot buy himself give another person authority to buy?" Therefore, the question I have to consider here is first—what was the position of Mr. Wight? I should be very glad to be set right if I misstate his position but, as I understand, Mr. Wight was the solicitor of certain creditors of Mr. Gibbons (the mortgagee), and in that character was employed to take steps for the purpose of intervening in the suit and having some management in the suit, for which purpose he obtains an order, though not till the day after the sale. It was clearly a sale on behalf of the mortgagees and on behalf of the persons interested in the mortgage. It was for the purpose of all the creditors, therefore, and they were as much interested in its being a good sale, in order that it might be sufficient to pay them, as any other person, and Mr. Wight was their solicitor. Now they could not have appointed a person to purchase the property without the leave of the Court. I understand that Mr. Wight applied to intervene on behalf of the creditors. That being so, I should consider that the creditors were parties, and that when his name was added as one of the solicitors for the vendor he was to apply on their behalf and to make the sale as effective as it could be for them. Therefore, I do not think he was in a situation in which he was able to buy. *Grover* v. *Hugell* was a very peculiar case. There a person entered into an agreement for the purchase of land, which had been formerly part of the glebe of a rectory and which had been sold for the redemption of the land tax. He was not bound to complete his purchase because it appeared that the rector himself had been the actual purchaser in the name of the curate. I do not think that the fact of being in the name of the curate is anything. What Sir John Leach says is this—"The general rule in equity is that a man cannot place himself in a situation in which his interest conflicts with his duty. The duty of the rector is to obtain the best possible price for the land sold, and his interest as purchaser was to pay the least possible price for it. It is no answer to say that the superintendence of the Commissioners would secure a full price. The sale is to be by public auction, and before two of the Commissioners or some person appointed by them, and their approbation of the sale is required by the Act. But still the duty of the rector was to give his aid to the procuring of the best possible price." I consider that every one of those observations applies to the present case, that it was the duty of Mr. Wight to give all his assistance to the obtaining the best possible price, and that his name was used as one of the solicitors for that purpose. I do not assent to an observation made by Mr. Swanston that where the name of an hotel-keeper is inserted in respect of the place where the sale is to take place, the mere fact of that name appearing upon the particulars of sale would prevent him from buying; when it is stated that information is to be obtained from solicitors, it is to be assumed that

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they are solicitors for persons interested in the sale—interested in obtaining the highest possible price that can be obtained for it; and I am of opinion that Mr. Wight's duty was, on behalf of the creditors, to obtain the highest possible price and to do everything for that purpose, and that, in that situation, he was not competent to buy. That is my present impression; I will look further into the matter and consult Mr. Hawkins, but that is the view I take of the case, and that is the principle that is laid down by Lord Langdale in *Greenlaw* v. *King* (3 Beav. 49), in which he points out upon what principle the question rests. I do not underrate the importance of the question, but it is a question whether a solicitor, whose duty it is to obtain the best possible price, can become a purchaser. In many cases people, upon seeing a person bidding, whose name was put down as one of the solicitors for the vendors, might suppose the property was bought in, and that it was not an effectual sale (I am not in the least referring to the present case). I am, therefore, disposed to think that the proper order will ultimately be to direct a new sale of this property; but in that case it is clear I ought to give leave to amend the summons or to take out another summons for that purpose. I am not at all clear that Mr. Jessel's client would not be entitled to be heard upon that point, but I shall consult Mr. Hawkins about it. If the matter is carried further, which is very likely, as it is a case of very coniderable importance, I will put it in such a form that every facility shall be given for anything which you may wish to do.

Ultimately an order was made for a new sale; Mr. Wight not to have power to bid unless in the meantime he should have ceased to be concerned as solicitor.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

March 18.—*Re Richardson.*

Bankruptcy Act, 1869, *ss.* 125, 126—*Petition under—Where to be filed.*

This was an application on behalf of a debtor who had carried on business at Louth, in Lincolnshire, as a tailor and draper, for leave to file a petition for liquidation by arrangement or composition under the 125th and 126th sections of the Bankruptcy Act, 1869, in the London Court of Bankruptcy.

From the affidavit filed in support of the application it appeared that the debtor owed a sum of £241 to creditors, of whom two were resident in London, two in Leeds, two in Manchester, one in Scotland, and two (whose debts amounted to £13 only) in Louth. The assets of the debtor were returned at £230 subject to realisation, and nearly the whole of the creditors were willing that the proceedings should be conducted in this Court. It was alleged that the county court holden at Louth was excluded from jurisdiction in bankruptcy, but at Great Grimsby, some twenty miles distant, the county court had jurisdiction.

Reed in support of the application said it would be for the general convenience of the creditors that the petition should be filed in this Court in preference to the county court at Great Grimsby. He referred to sections 59 and 80 (5th division) of the Bankruptcy Act, 1869, and to the various rules applicable to those sections.

The CHIEF JUDGE in refusing the application said the terms of the statute were very clear in such a case, and he had no jurisdiction to make any order. The present petition should doubtless be prosecuted in London, if the creditors thought fit, but he had no power to order it to be filed here; it was open to the creditors to obtain a transfer to this Court, if necessary.

Solicitors, *Stocken & Jupp.*

Re Ford.

Bankruptcy Act, 1869, *ss.* 125, 126, *rule* 260—*Common Law Procedure Act*, 1854—*Garnishee order costs.*

The debtor, Charles Ford, who had traded at Silvertown, in Essex, and at Wolverhampton, in Staffordshire, on the 25th February filed a petition for liquidation by composition or arrangement. He had then been sued by the North Kent Bank for a sum of £55 12s. 6d., and on the 3rd March the plaintiff signed judgment in the action for want of an appearance. On the 7th March an order *nisi* for the attachment of certain funds in the hands of the West Ham Local Board of Health belonging to the defendant was obtained by the plaintiff under the provisions of the Common Law Procedure Act, 1864, and this order was on the 9th March made absolute. On the 11th inst. the debtor obtained an interim injunction under the 260th rule restraining further proceedings by the plaintiff, and he now asked that it should be made perpetual.

Reed, in support of the application.

Brough, for the plaintiff, submitted that the application should have been made before, and that the debtor ought to have given earlier notice of the filing of the petition for arrangement. It was a hardship that the plaintiff had been allowed to incur further expense in prosecuting his action after the presentation of the petition, and he asked that provision should be made for the extra costs.

The CHIEF JUDGE said it did not appear that any unnecessary delay had taken place, and a receiver had been appointed. The applicant was entitled to a perpetual injunction, and the plaintiff would be at liberty to take the dividend on the amount of his costs, but his Lordship could not make any order for payment in full.

Solicitor for the applicant, *J. Langton.*

Solicitors for the plaintiff, *Dale & Stretton.*

March 23.—*Re Langdon.*

Bankruptcy Act, 1869, *s.* 13—*Injunction—Sheriff's expenses.*

In this case an adjudication of bankruptcy had been obtained against the debtor, and an interim injunction under the 13th section of the Bankruptcy Act, 1869, granted, restraining the execution creditor and the Sheriff of London from proceeding to a sale of the bankrupt's effects.

Mr. Stokes, solicitor (Hawks & Co.), now moved to make the injunction perpetual.

Mr. Angell, solicitor for the execution creditor, objected that no receiver had been appointed, and no person had taken possession in order to protect the property.

Mr. Stokes said it was unnecessary to appoint a receiver; the premises were closed.

The CHIEF JUDGE.—In the case of a bankruptcy it is not necessary to appoint a receiver, for the reason that upon the adjudication taking place the property vests in the registrar.

Mr. Angell asked that some proper person should be placed in possession of the property. If that were done he would raise no further objection.

Mr. Noton, solicitor, as appearing for the sheriff, asked that provision should be made for payment of his expenses.

The CHIEF JUDGE granted a perpetual injunction; but at the same time intimated that it would be convenient for the proper officer to take possession. As to the expenses of the sheriff he had no power to order their payment.

Perpetual injunction accordingly.

NORTHERN CIRCUIT.

March 17, 18.—*Sidebottom* v. *Earle & Others.*

The defendants, Nicholas Earle, Augustus Percy Earle, and Wm. Orford, were solicitors of long standing in Manchester. The plaintiff, Mr. Edward Kershaw Sidebottom, was one of the four sons of the late Mr. Joe Sidebottom, a large cotton spinner at Broadbottom, near Manchester. The present action was brought by the plaintiff for negligently advising him with regard to his rights under his brother John Sidebottom's will. The charge was that in the administration of the assets of John Sidebottom, the plaintiff's brother, Mr. Earle from the beginning to the end advised the plaintiff that he was only a simple contract creditor, when in fact he was not only a specialty creditor but a mortgagee. There were some other counts which did not go to the jury.

Quain, Q.C., Holker, Q.C., and *Ambrose* for the plaintiff; *Manisty, Q.C.*, and *Herschell* for the defendants.

His LORDSHIP, in summing up, said the case which the jury had to decide depended on the third count, in which the plaintiff said he was a specialty creditor and executor, and that he had a debt due to him of £12,000, and that there was a chancery suit in which it was necessary to give proof of the nature of his debt and the amount due; and he further alleged that upon the advice of the defendant the nature of his debt was stated in his affidavit to be a simple contract debt instead of a specialty debt, and the amount was set down as £6,200 instead of £12,000. The plaintiff said in consequence of this he was bound to put the debt right, and had had to pay certain expenses for doing it. The first question for the jury to consider was whether the defendant had been guilty of that

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amount of negligence which it was necessary for the plaintiff to prove in order to maintain this action. It was not sufficient for the plaintiff to show that the advice which the defendant had given him was wrong; it was not sufficient to show that the defendant had made a mistake in point of law in the advice which he had given. If an attorney was to be made liable for any mistake in his advice - that was to say, if he was to be expected to ensure his advice—who would they get to carry on business? His Lordship then proceeded to explain what had been held to be negligence on the part of an attorney such as would justify a jury in giving damages against him. Lord Brougham had laid it down as being gross ignorance, something clearly erroneous—not a mere error or mere negligence; and Lord Campbell held that a professional adviser, before he could be held responsible on such a ground, must be guilty of some misconduct, some fraudulent proceeding, gross negligence. or gross ignorance. Unless the jury were satisfied that the defendant had been guilty of such negligence, they would have to give a verdict for the defendants. Then there had been another charge made against Mr. Earle which he thought could not, and ought not, to be taken into account. It had been suggested that the plaintiff had been advised that he was only a simple contract creditor in order to get the money realised out of the estate put into court, and that then the defendant, as an attorney, would have got his costs. If anything was meant at all by that suggestion, it meant that the defendant had done it on purpose. If it was true, it was a charge of fraud against the defendant, and ought to strike him off the roll of attorneys; but it could not be supposed that an attorney with a grain of respectability would have been guility of such a course of conduct. If such a charge was to be made against the defendant, there ought to have been a charge of fraud in the declaration, but there was none. Therefore the supposition of fraud must be thrown away.

The jury having deliberated about a minute, returned a verdict for the defendants.

APPOINTMENTS.

Mr. Donald Mackenzie, an advocate of the Scotch Bar has been appointed a Lord of Session, in succession to the late Lord Barcaple. The new judge has assumed the title of Lord Mackenzie. His lordship was educated at the University of Edinburgh, and was admitted a member of the Scottish Faculty of Advocates in 1842; he has been sheriff of Fifeshire for many years past.

Mr. Joseph Needham, one of the Judges of the Supreme Court of British Columbia, has been gazetted as Chief Justice of the island of Trinidad, in the West Indies, which office has been vacant since the death of the Hon. W. G. Knox several months ago. Mr. Needham was called to the bar at the Middle Temple in May 1846, and formerly practised on the Home Circuit and at the Surrey sessions. In 1865 he was appointed Chief Justice of Vancouver's Island, but on the union of that colony with British Columbia, in 1866, he reverted to the position of a judge of the Supreme Court of the amalgamated colony. The salary of the Chief Justice of Trinidad is £1,800 a year.

Mr. James Kernan, Q.C., of the Irish Bar, has been appointed a Puisne Judge of the High Court of Judicature at Madras, the salary of which office is £4,500 per annum. The vacancy on the Madras Bench has been caused by the retirement of Sir Adam Bittleston, who was appointed a judge of the Supreme Court of Madras in 1858, and was reappointed to the High Court, under the new Act, in June, 1862, having thus completed nearly twelve years' judicial service in India. Mr. Kernan was called to the bar in Ireland in Michaelmas Term 1840, and was appointed a Queen's Counsel in August, 1859. Mr. Kernan for some years has practised principally in the Bankruptcy Court.

Mr. Henry Pering Pellew Crease, Attorney-General of British Columbia, has been appointed a Puisne Judge of the Supreme Court of that colony, in succession to Mr. J. Needham, who has been gazetted as Chief Justice of Trinidad. Mr. Crease was educated at Clare Hall, Cambridge, where he graduated B.A. in 1847; he was called to the bar at the Middle Temple in June, 1849, and for some years praatised as a conveyancer and equity draughtsman. In July 1861 he was appointed Attorney-General of British Columbia. As Puisne Judge of the Supreme Court, he will receive a salary of £1,200 per annum.

Mr. William Stott Banks, solicitor, of Wakefield, has been appointed Clerk to the magistrates of that borough which has just received a separate commission of the peace.

Mr. Rose Fuller, of the Principal Registry of her Majesty's Court of Probate, London, has been appointed District Registrar for Newcastle-on-Tyne, in succession to Mr. M. L. Jobling, solicitor, deceased. Mr. Fuller has been for several years an assistant in the Correspondence Department of the Court of Probate.

Mr. William Fowle, solicitor, of Northallerton, Yorkshire, has been appointed Clerk to the Local Board of Health, and also Clerk to the Commissioners of land, income, and assessed taxes for the division of Allertonshire, in the place of his father, the late Mr. Thomas Fowle.

Mr. Henry Mooring Aldridge, solicitor, of Bournemouth, Hants, has obtained a faculty to practise as a notary public for Poole and Bournemouth, in the room of his father, the late Mr. H. Mooring Aldridge.

Mr. William Harper, of Bury, Lancashire, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Lancaster.

Mr. Edward Hyde Boothroyd, solicitor, of Stockport, Cheshire, has been appointed a Commissioner to Administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

Married Womens Acknowledgments Bill.

Sir,—This bill is, I see, prepared and brought into Parliament this session by Mr. Dodds and Mr. Goldney. Last session Mr. Goldney's name stood first, but this time it is sought I suppose to disguise it a little from being supposed to be the same bill by putting Mr. Dodd's name first.

At the same time that I admit that the cost of the present acknowledgments might be reduced, I do not think the bill in question is the right way to do it. It proposes that the mere memorandum upon the face of the deed signed by *one* of the present perpetual commissioners, or a commissioner to administer oaths in chancery in England or London, before whom the acknowledgment is made, "shall be conclusive evidence of such acknowledgment, and that all the provisions of this Act in relation thereto were duly observed and complied with."

Now, after a pretty extensive practice as a perpetual commissioner (I do not know if either Messrs. Dodds or Goldney ever were such commissioners), I have always been of opinion, and still am, that the affidavit accompanying the certificate of acknowledgment (and which the present bill proposes to abolish) was of far greater protection to the married woman than the certificate itself. As you know, Sir, the affidavit is made by a responsible party, a solicitor, who consequently understands it, and it pledges him to the time and place and by whom the certificate was signed, the woman's capability of understanding the matter, whether she has any provision made for her or not (and if any, that it is actually made or agreed in a binding manner to be made), and where the property passed is situated, no one of which matters does the proposed new memorandum prove. Even the very form given in the bill is clumsy and schoolboy like: it commences—"This deed was *this day* produced before me," &c., and no date at all is given or mentioned in the form. Again, read section 3 of the bill, and understand it if you can, it is absolutely without meaning. In fact I regard the whole bill as one of those little tinkering bits of piecemeal legislation not called for until we have a large measure dealing with the transfer of land generally, and as doing more harm than good, and as such I hope to see it again rejected as it was last session.

I quite think the separate office for registering these certificates and affidavits with all the expense of registrar and clerks might be abolished, and the duty attached to the Common Pleas Masters Office, where a couple of clerks could easily do the work which is little more than mere routine, and which might be done by an order of the Court without the necessity of an Act of Parliament. I would

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still keep up the affidavit (only I would use one form which might be subject to alteration to meet all cases, preserving the essentials required by the Act) with copy memorandum endorsed on the deed annexed, much the same as in the ordinary case of an affidavit with copy writ of summons annexed, and a reduced scale of costs to be fixed by the Court something as follows:—

	£	s.	d.
Drawing and engrossing memorandum on deed	0	3	4
Attending appointing for commissioners attendance	0	3	4
Paid commissioners (10s. 6d each)	1	1	0
Drawing and engrossing affidavits, verifying (including attendance to be sworn, oath and copy memorandum)	0	10	0
Writing office in London therewith to file (no agency charges to be allowed)	0	3	8
Paid for office copy affidavit and correspondence	0	5	0

or even less.

I hope the two Law Societies will well watch the bill.

A PERPETUAL COMMISSIONER.

Bristol, March 22.

INSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—The enormous amount of property affected by the settlement of the law of life insurance companies, induces me once more to trespass on your kindness with a few observations on the recent decisions bearing on this important subject. On reading the note of the judgment of Vice-Chancellor James in *Re Manchester and London Life Assurance Association, Ex parte Thompson*, as reported in the *Weekly Notes*, p. 87, it appears to me that the reason assigned by that learned judge were not altogether satisfactory or conclusive. That company was in 1862 amalgamated with the Western, by which latter company receipts were, in 1863 and 1864, passed for the current premiums to the holder of a policy, effected with the Manchester in 1860; and it appeared that, in the heading of these receipts, the fact of the union of the two companies was noticed. In 1865 a further amalgamation with the Albert took place, which was referred to in the receipt passed in that year; and, in 1866 and subsequent years, the receipts were headed simply "Albert Life Assurance Company, 7, Waterlooplace, London, S.W., established 1838." The office of the Manchester had formerly been in Manchester, and the premiums had been paid there till the amalgamation with the Albert. No proof was given of any notice to the policyholder of these changes, except by the form and contents of the receipts. Under these circumstances, his Honour held, first that there was no novation between the policyholder and the Western; and secondly, that notwithstanding the form of the latter receipts and change in the place of payment of the annual premiums, there was no novation between the policyholder and the Albert, inasmuch as the Manchester had been no party to the dealings between the Western and the Albert. At the same time the Vice-Chancellor was of opinion that the Western and the Albert were agents of the Manchester for the purpose of the receipt of the annual premiums, so as to keep the policy alive. I would respectfully submit that unless the terms of the transfer by the Manchester to the Western expressly contemplated the power of the latter to transfer its business to another company, the same principle which would render the non-concurrence of the Manchester in this latter transfer a bar to a novation, would likewise rebut the presumption of agency; and that from the date of the payment of the annual premiums to the Albert, the policy as against the Manchester lapsed. I now further submit that, assuming that the Manchester, upon transferring its business to the Western, constituted the latter its agent to receive the annual premiums on its policies, the retention by the Western in its own hands of the capital thus created to meet the transferred liabilities was of the essence of the contract, so as to exclude any implication of authority to delegate the agency to another company.

I note with satisfaction the affirmation by the Court of Appeal of the decision of Vice-Chancellor James in *Nunnely's case;* and having regard to the judgment of Lord Justice Giffard in that case, I trust that the decision in *Thompson's case* (which I observe has been followed by the same learned judge, Vice Chancellor James, in *Re Anchor Assurance Company* reported in the *Times* of March 23rd), will be appealed against, and the question of lapse considered as well as novation.

"A BARRISTER."

March 24.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 18.—The *Transfer of Land Bill.*—The Lord Chancellor introduced the bill on this subject, an explanation of which he proposed to give at the next stage. It contained all the substantial provisions in contemplation respecting the transfer of land, and the clauses as to compensation and other matters of that description would be inserted before the second reading, for which he would not at present fix a day.

The bill was read a first time.

The *Metalliferous Mines Bill.*—The second reading was postponed till after Easter, in consequence of the introduction in the other House of a Mines Regulation and Inspection Bill, which might render the present measure unnecessary.

The *High Court of Justice* and *Appellate Jurisdiction Bills.*—The Lord Chancellor moved the second reading. Having already* given the reasons for the changes proposed, he would now explain the provisions of the first bill. It proposed that the division of law and equity should be at once abolished, and that all the litigation which must necessarily occur where property has so largely increased and such various interests have become established should be brought into one Court and under one system of judicature. This one great Court would consist of all the judges of all the separate Courts; those separate Courts, instead of being divided in their jurisdiction from each other, becoming divisions of the one great Court. The divisions would be made solely for the purpose of expediting the business and dividing the labour, there being no wall of separation between them, and there being a free circulation of judges from one division to any other, so that any business might be performed by any one division, and the reference of any particular business to any one Court would be made by general orders, framed solely with regard to convenience and the despatch of business. At present, proceedings instituted in one Court were often arrested as not being a proper matter for the jurisdiction of that Court, and the cause had to be commenced *de novo* elsewhere; this would no longer be the case, for if a matter originating in one division of the Court could be more conveniently dealt with by another division, it would so pass without any new proceedings, with their attendant expense and contradiction, being instituted. The bill proposed to vest in one High Court the whole power and authority of the Court of Chancery, the Courts of Queen's Bench, Common Pleas and Exchequer, the Court of Probate and Divorce, and the Court of Admiralty. At present there were seven judges of the Court of Chancery—viz., the Lord Chancellor, the two Lords Justices of Appeal, the Master of the Rolls, and the three Vice-Chancellors, from each of whom there was an appeal to the Lords Justices; while there were eighteen Common Law judges—viz., six each in the Courts of Queen's Bench, Common Pleas, and Exchequer, besides one in the Court of Probate and one in the Court of Admiralty; making a total of twenty-seven. It was now proposed that the Master of the Rolls should henceforth have an appeal jurisdiction only, being transferred to the Appellate Court (the subject of the second Bill), and the Lord Chancellor, assisted by four other judges, should form one division. Thus the Lords Justices would no longer constitute a portion of the Appeal Court, and the Master of the Rolls would no longer be one of the judges of the Court of Chancery, but their functions would be discharged by the Lord Chancellor and four other judges, originally representing the Court of Equity, but henceforth forming one division of the High Court. There would be three other divisions, each with five judges, the Lord Chief Justice of England being at the head of one, and a Lord President at the head of the other two. There would also be another division, which in the first instance, for the division of labour among the several judges, would consist of the judges of the Courts of Probate and Admiralty, who would be assisted by a third, making three in that division. The total number of judges

* Feb. 18.—*Vide ante* 361.

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would thus be twenty-three. The second bill proposed to form a Court of Appeal consisting of the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, four permanent judges, and three judges to be named yearly by her Majesty for that purpose, who would be judges of the Court of First Instance, but might also sit in the Court of Appeal, which would thus be composed of ten judges. The Commission had recommended ten, whereas he (the Lord Chancellor) had thought nine would be sufficient. But Lord Cairns having suggested that the number ten should be adhered to, since three divisions of the Court might occasionally be required and the Lord Chancellor owing to his other duties might be unable to attend, the Lord Chief Justice of England had been inserted as one of the ten, though he (the Lord Chancellor) still thought two divisions would be sufficient. The High Court would have all the powers and authorities now existing in any one of the courts thus proposed to be moulded into one, and a quorum would meet from time to time to arrange procedure and regulations for all the divisions. The divisions, too, though sitting apart, would have power to interchange judges and to facilitate the conducting of business in one division or the other exactly as the exigencies of the moment might require. The most important power to be given to the High Court was with reference to framing regulations. The true principle was that Parliament should not entrust to the Court anything concerning the rights of parties between themselves in the subject matter of litigation, for these must be determined by common or statute law, and could only be varied by the authority of Parliament; but what every court ought to be able to do, and what Parliament was singularly incompetent to undertake, was to settle the course of procedure which experience showed from time to time to be the most convenient for the attainment of justice. The Court would be conscious, from its daily experience, of the changes in procedure wanted from time to time, and that procedure would thus be sufficiently elastic Certain general principles should be pointed out by Parliament as indicating the course any Court should take; the 13th clause empowered the High Court to transfer business from one division to another, and enacted that the procedure in all divisions should, as far as possible, be assimilated, that matters might be referred to referees, and that there should be no appeal to any Court of Appeal superior to the High Court from any interlocutory order made by three or more judges, without special leave of the High Court or of the Superior Court of Appeal. These principles being kept in view, the High Court might safely be allowed to regulate the course of procedure. As to salaries, the Lord Chancellor, the Master of the Rolls and the Lord Chief Justice would receive their present remuneration. As to the selected judges of the Court of Appeal, holders would retain their present salaries of £7,000, but their position would in future be assimilated to that of the Master of the Rolls, their salaries being £6,000. The salaries of the permanent judges of the Court would be £5,000, reserving, of course, to the present Lord Justice his present £6,000. The reason for fixing £5,000 was that the release from the heavy expenses of circuit, would render that salary an addition of £500 or £600 a year. Ex-Chancellors would receive £5,000 while taking part in the judicial business of the House of Lords. As to the dissatisfaction occasioned by the expense and delay incident to our very complicated system of judicature, which the bill proposed to remedy, he had received a deputation of gentlemen representing the profession of solicitors in Manchester, Liverpool, Newcastle, Sheffield, and Birmingham, who, representing different provincial societies, and expressing, the general feeling of that branch of the profession in those towns, urged that these reforms should be speedily carried into effect. He mentioned this to their honour, for no doubt the effect of the bill would be to expedite the administration of justice, and everything tending to that result tended to diminish the time, labour, and cost to each individual litigant, though not, perhaps, to diminish business, for the present system exercised a deterrent influence. The bill adopted the recommendation of the Commission as to the abolition of the Home Circuit. The second bill took away none of the privileges or authority of the House of Lords, but it empowered their lordships to appoint at the commencement of every session a Judicial Committee, who might sit at any period and would make a report, which would have no binding effect till sanctioned by a vote of the House. This would clear off the present arrears of appeals. There was also a power of obtaining assistance from the Judicial Committee of the Privy Council, care being taken that in that case there should be a majority of the Committee members of the House of Lords; and the bill likewise provided that such members of the Appellate Court as were Privy Councillors should be entitled to sit on the Judicial Committee of the Privy Council, as also might the Chief Judge in Bankruptcy if a Privy Councillor. There would in reality be only one additional Judge, and the present Chief Judge in Bankruptcy would be placed in the position of one of the judges of the divisions of the High Court, as his duties in bankruptcy would not necessarily occupy the whole of his time. In order that the bills might be carefully considered he proposed to postpone the committee for some time.—Lord Westbury had read the bill with some despondency; he heartily agreed with the deputation of solicitors, especially commending their desire for despatch, but he feared the bill gave no promise of that. The existing abuse of divided jurisdiction would remain till the many members of the High Court should have settled the rules. There might be forty years' wandering in the desert before that was done. The equity and common law judges might not agree before the long-promised Palace of Justice was ready. He suggested that the Commissioners should frame the rules at once and report them to the House. They were matters for Parliament to settle. There was a provision that the High Court should have a quorum of seven, and that the quorum of the divisional Courts should not be less than three, but the bill also provided that the divisional Courts should be on an equality with the High Court, and should exercise all its authority; and by clause 6 the authority of the High Court was actually given to one judge. The multiplication of Courts of Appeal was another blot. There was an appeal from the Divisional Court to the High Court, appeal No. 1; an appeal from the High Court to the Court of Appeal, appeal No. 2; and finally, an appeal from that Court to the Ultimate Court of Appeal. It might take eight or ten years before a cause got finally settled. There was a matter which he did not see provided for in the bill—the jurisdiction of the Lord Chancellor to grant injunctions to meet or prevent some extraordinary evil or imminent injury. It was at present exercised very conveniently and satisfactorily; for if an injunction was granted or refused by one of the Vice-Chancellors in a matter where two or three days' delay might produce much mischief, the unsuccessful litigant appealed to the Lord Chancellor's Court, and if the case was an urgent one the appeal was determined in a few days. He wished also to know why jurisdiction in bankruptcy was not transferred to the High Court; the 4th clause in the first bill transferred everything else, and yet the judge of the Bankruptcy Court was to be made a Vice-Chancellor. He hoped the Government would not appoint too aged men to the office of judges. In America the retirement was at sixty-six, and at seventy there was an undoubted decline of judicial ability. He should be most happy to aid in removing the blots he had pointed out, and suggested that the bill should be referred to a Select Committee.—Lord Penzance was glad the bill had so faithfully reproduced the ideas of the Commission. He thought the framing of the rules had been judiciously entrusted to the judges, who could produce them much more expeditiously than the plan suggested by Lord Westbury. Nor did he agree that there would be that multiplication of appeals which Lord Westbury apprehended. There would be an appeal from the High Court to the Court of Appeal, and the ultimate appeal to the House of Lords was untouched; the clause which Lord Westbury read as giving an appeal to the High Court he read merely as providing for a rehearing on further evidence. He would remark on what he thought the great merit of the bill. It was a grievance that the common law courts had but one remedy to award—viz., damages; it was another grievance that those courts had no form of trial other than trial by jury, however ludicrously inappropriate (as, for instance, in patent, engineering, or ship-collision cases); under the bill these cases could at once be referred to a proper tribunal. The bill also met the great evil of divided equity and common law jurisdiction. But it could not be expected that that distinction should disappear as soon as the bill became law. That must take a long time; the two systems had grown up side by side. The judges on one side of Westminster Hall were more or less ignorant of the practice of the judges on the other side. The bar was divided into common law and equity barristers; the attorneys were divided, so that there was scarcely a respectable attorney's office in which there was not one clerk for equity and another for common law. It would

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be vain, therefore, to expect any new arrangement to get rid at once of a difficulty so gradually created, and which had brought about so marked a distinction between the two branches of the legal profession. But the bill would do all that any legislative measure could effect in that direction. The bill did not propose to throw all the business together to be taken haphazard. There would be a marked difference between the classes of cases sent to the courts of law and the courts of equity respectively. In the courts of common law the questions in dispute between the parties were almost invariably questions of disputed facts; and for the ascertainment of a disputed fact there was no trial equal to one at common law in an open court. The courts of equity were engaged, for the most part, in the investigation of matters of a totally different character, suits of administration, the construction of wills, the winding up of bankrupt companies, and matters of account, and trust property, therefore, the bill provided for the re-distribution by which the class of business which flows into the common law courts should find its way to the common law division, and the class of business which flows into the courts of equity should find its way to the equity division of the court. As to the question of appeals the bill hardly constituted the Court of Appeal as the Commission intended it should be done. The Commission reported that it should consist of the Lord Chancellor, two Lords Justices, the Master of the Rolls, and three permanent Judges; and certainly it was not in the contemplation of the Commission that, instead of two Lord Justices, only one should be retained, and that his salary should be reduced, subject to existing life interest. But matters of detail would be more properly dealt with in Committee.—Lord Romilly disputed Lord Penzance's assertion that the courts of equity did not decide questions of fact. If the distinction between law and equity was inevitable you could never fuse them. Why should not the Court of Chancery determine questions of fact in the manner most suitable for the purpose; and why should not a court of law decide the construction of a will as well as the Court of Chancery? Again, it had been asked whether there would not be a great number of appeals under the bill, and Lord Penzance said they were not appeals, but re-hearings. But if an appeal was bad, a re-hearing was ten times worse.—Lord Chelmsford approved the bill in the main, but thought it had been brought forward in an imperfect shape. He agreed it was better that the judges should frame the rules than Parliament, but he preferred the Commissioners: he cited the precedent of the Common Law Procedure Act. As to the appellate jurisdiction, he had no objection to calling in the members of the Privy Council as assessors, but he had a great objection to putting them exactly in the same position as the members of the Judicial Committee of the House, making them to all intents and purposes peers *pro hâc vice*. He regretted that when the bill was introduced it was not proposed to constitute one great Court of Appeal, consisting of judges of high dignity, who might receive the cases which now come before the two high Courts of appeal—the Privy Council and the House of Lords. That would be infinitely better than preserving the appearance to this House of having authority over questions of appeal, and indirectly undermining that authority.

The Lord Chancellor having replied, the bill was read a second time.

March 24.—The *Habitual Criminals Act*.—In reply to Earl Carnarvon, Earl Kimberley said the Government were going to bring in a bill to amend this Act.

HOUSE OF COMMONS.

March 18.—The *Education Bill* was read a second time.

The *Judges Jurisdiction Bill* passed through commmittee.

Real Estate Succession Bill.—The Attorney-General introduced a bill intended to assimilate the law of succession to realty to that of succession to personalty.

March 19.—The *Peace Preservation (Ireland) Bill*.—Mr. G. H. Moore opposed the second reading. It was unnecessary, because the ordinary legal powers had not been tried, and would never effect its purpose. Common murders and brigandage ought not to be dealt with by means appropriate only to political disturbance.—Mr. Cullan also opposed the bill. It mixed up politics with agrarian disturbances; the ordinary powers were sufficient and the press clauses were objectionable.—Mr. Newdegate said the bill was a feeble copy of the Insurrection Act of 1833, and rendered necessary by the state of Ireland as complicated by the mistaken policy of the Government.—Mr. Saunderson supported the bill, and said if its powers were not strong enough the Government could come again and ask for more.—Colonel Wilson-Patten did not dare to oppose the bill during a Reign of Terror. But the present powers had not been tried, and if more was wanted it should have been asked for before.—The Solicitor-General for Ireland said there was a crisis. If the bill was tried and failed, the Government would ask for more.—Mr. Bagwell said it would be mischievous and futile.—Mr. Synan denounced the press clauses.—Lord C. Hamilton supported the bill, but it would be useless unless followed up by vigorous impartial action.—Mr. Stacpoole opposed it as a temporary nostrum.—Mr. J. Lowther called it inadequate.—Mr. Maguire called it too severe, especially on the press.—Dr. Ball cordially supported it as efficacious though stringent.—Mr. Horsman said a coercion bill was a stale old plan.—Mr. Henley said the bill was wanted, but had been wanted long before.—Debate adjourned.

Capital Sentences.—Sir C. Jenkinson introduced a bill to amend the law as to the commutation of capital sentences. The country had a right to know why sentences were commuted, and nothing tended so much to diminish the respect of the lower classes of the people for the administration of justice as not to be informed why one person was hung for the crime of murder and another not.

The *Peace Preservation (Ireland) Bill*.—Adjourned debate on the second reading.—Mr. Downing said the bill was unnecessary, unconstitutional, and inquisitorial.—Lord J. Manners cordially supported it as an efficacious measure; the evil, however, should have been grappled with before. In its operation the bill would be hampered by want of confidence between executive and magistracy.—Mr. Chichester said there was no such lack of confidence; the bill was necessary and not too stringent, and the delay had merely smoothed the way.—Sir T. Bateson supported the bill, but blamed the Government for dilatoriness.—Mr. M'Mahon said the outrages were owing to the bad Irish land law now about to be remedied, and objected to the bill because it never would have been proposed for England or Scotland.—Mr. K. Digby said it would be cruel and would do no good.—Mr. Kavanagh thought it should pass before more blood was shed.—Serjeant Sherlock supported the bill, except the press clauses.—Mr. Murphy would leave mere seditious writing to the ordinary law, while dealing most summarily with incitements to murder.—Lord C. J. Hamilton supported the bill on account of the press provisions, which ought to have been brought in before.—Mr. Agar-Ellis thought it not too stringent, and implored the Government to enforce it inexorably.—Mr. Whalley thought it waste of time to discuss such an ineffective measure—let them send out instead a band of Murphy-lecturers to convince the people.—Mr. Bryan thought some force was necessary, but opposed the bill for the powers it gave the magistracy.—Mr. Conolly said, suspend the Habeas Corpus Act.—Mr. White approved the object but condemned the details and would oppose the bill.—Colonel White condemned the details but approved the object, and would vote for the second reading.—Mr. Gladstone, in reply, said the existing law was inadequate for dealing with the press. As to the delay, it was a nice question to determine precisely when such a measure should be brought forward. Temporary measures of coercion would be requisite, but in the end the grand remedial measures would attain their end.—Second reading carried by a majority of 425 to 13.

The *Judges Jurisdiction Bill* was read a third time and passed.

March 23.—The *Burials Bill*.—Mr. O. Morgan moved the second reading of this bill, the object of which was to empower Dissenters to bury their dead in churchyards, and with their own services. After a considerable debate the second reading was carried by a majority of 233 to 122, and, by a majority of 226 to 135, the bill was referred, against the will of the introducer, to a select committee.

March 24.—The *Peace Preservation (Ireland) Bill*.—Committee.—An amendment to clause 7, reducing the punishment for carrying arms in a proclaimed district from two to one year's imprisonment, was rejected by a majority of 333 to 31. Clause 13 (power to magistrates in proclaimed districts where felony has been committed, to examine witnesses though no person has been charged with the offence); an amendment requiring that some person shall have been actually charged before such powers become exerciseable,

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was rejected by a majority of 161 to 16.—Clause 26 (power to the Attorney-General to change venue of indictment in proclaimed county) was amended by transferring to the Court of Queen's Bench the power to name the county for trial of offences under the Act, and empowering the court to sit in vacation for the purposes of the Act.—Clause 27 (the first of the press clauses); several proposals to omit all mention of sedition were negatived, and the debate was then adjourned.

The *Churchwardens Bill* was read a second time.

IRELAND.

CONSOLIDATED COURT.

(Before Mr. Justice GEORGE.)

March 21.—*Re Little, a Solicitor.*

Hammond, for Mr. H. Little, solicitor, Armagh, applied that the Incorporated Law Society be authorised to grant the usual license to his client. Mr. Little had been a solicitor for twenty-five years, but owing to ill health had not taken out the license in 1868. He denied that he had practised, except in a few cases at the petty sessions court.

Shekleton, for the Incorporated Law Society, observed that Mr. Little had not stated that he had not practised as a conveyancer in the Landed Estates Court.

His LORDSHIP fined Mr. Little £2 and ordered him to take a license for the year 1869.

OBITUARY.

DR. E. W. ROWDEN.

The death of Edward Wetherell Rowden, D.C.L., Registrar of the University of Oxford, took place at St. Giles's, Oxford, on the 18th of March, after an illness of about a month's duration. The late Dr. Rowden, who was on the rolls as an attorney of Oxford, was the eldest son of the Rev. Edward Rowden, M.A., Vicar of Highworth, Wilts, and was born on the 15th of August, 1814. At the age of twelve he entered Winchester School, in his right of founder's kin, and afterwards proceeded to the University of Oxford, where he graduated in 1838. He was subsequently elected a fellow of New College, and received the degree of D.C.L. In 1853, on the resignation of Dr. Bliss, he was elected Registrar of the University, and was appointed a notary public in 1855. He was also registrar of the Chancellor's Court, and likewise held the office of Clerk of the Market, in conjunction with Mr. Charles Neate, M.A., barrister-at-law, M.P. for Oxford. Dr. Rowden has left a widow, two sons and three daughters.

MR. E. DENISON.

We have to announce the death of Mr. Edward Denison, barrister-at-law, and M.P. for Newark, who expired on the 26th January last, at Melbourne, whither he had gone for the benefit of his health. Mr. Denison was a son of the late Right Rev. Dr. E. Denison, Bishop of Salisbury, and nephew to the Right Hon. J. E. Denison, Speaker to the House of Commons. He was born in September 1840, and was educated at Eton and at Christchurch, Oxford, where he graduated M.A. in 1865; he was called to the bar at Lincoln's Inn in January 1868, and in November of that year was elected M.P. for Newark.

SOCIETIES AND INSTITUTIONS

THE LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society, held on the 22nd inst., Mr. Hargreaves in the chair, the following question was discussed:—"A., a general officer in the army, writes to the Adjutant-General a report concerning the conduct of B., an officer under his command. It is admitted that the report is libellous, written without probable or justifiable cause, and not in the *bonâ fide* discharge of A.'s duty. Can B. maintain an action against A. in respect of the libel?" Mr. Hills opened the question in the affirmative, and was followed by nine other speakers. The president summed up and put the question to the society, when it appeared that the votes on either side were equal. The president then gave his casting vote in the negative, in which view the question was declared to be carried.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Monday, March 28, class A; Tuesday, March 29, class B; Wednesday, March 30, class C—4.30 to 6 p.m.

COURT PAPERS.

CHANCERY VACATION NOTICE.

March 21, 1870.

During the Easter Vacation all applications to the Court of Chancery which are of an urgent nature, are to be made to or at the chambers of the Vice-Chancellor Sir William Milbourne James.

All applications *ex parte* are to be sent to the Vice-Chancellor James by book-post or parcel, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows: "To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of *Re Exeat Regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor, with any order his Honour may make thereon, will be returned direct to the registrar.

All applications for leave to give notice of motion only, may be made to the chief clerk at chambers.

The Vice-Chancellor's address can be obtained at his Honour's chambers, 11, New-square, Lincoln's-inn.

The chambers of the Vice-Chancellor James will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from eleven till one o'clock.

During the Easter Vacation, until further notice, all applications which are necessary to be made at the Judges' Chambers, are to be made at the chambers of the Vice-Chancellor James.

Parties desiring to make any urgent special application to the Court during the vacation are to apply at the said chambers for an appointment.

"RIGHTS OF WOMEN" IN AMERICA.

Mrs. Myra Bradwell, the editress of the *Chicago Legal News*, has recently, after passing the necessary examination, applied to the Supreme Court of Illinois to be admitted to the bar. The following reply was returned to Mrs. Bradwell's petition:—

"The court are compelled to deny your application for a license to practice as an attorney-at-law in the courts of this State, upon the ground that you would not be bound by the obligations necessary to be assumed where the relation of attorney and client shall exist, by reason of the disability imposed by your married condition—it being assumed that you are a married woman. Applications of the same character have occasionally been made by persons under twenty-one years of age, and have always been denied upon the same ground—that they are not bound by their contracts, being under a legal disability in that regard. Until such disability shall be removed by legislation, the court regards itself powerless to grant your application."

Mrs. Bradwell then filed a further "brief" in the matter, in which she urged that her coverture did not disqualify her.

From the proceedings in the cases reported in the *Chicago Legal News* it would seem that in Illinois the arguments, both of law and of fact, in support of applications for admission may be stated in the petition or "brief" filed and presented to the court, instead of being delivered orally. After an interval of some months, the court delivered a second opinion adverse to the application. The court say:—

"We do not now propose to consider how far the law of the last session of the Legislature, which gives to married women the separate control of their earnings, extends the power of a married woman to contract, since, after further consultation in regard to this application, we find ourselves constrained to hold that the sex of the applicant, independently of coverture, is, as our law now stands, a sufficient

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reason for not granting this license. . . . . That God designed the sexes to occupy different spheres of action, and that it belonged to men to make, apply and execute the laws, was regarded as an almost axiomatic truth. It may have been a radical error, and we are by no means certain it was not, but that this was the universal belief certainly admits of no denial. A direct participation in the affairs of Government in even the most elementary form, namely, the right of suffrage. was not then claimed, and has not yet been conceded, unless recently in one of the newly-settled territories of the West. In view of these facts, we are certainly warranted in saying that when the Legislature gave to this Court the power of granting licenses to practice law, it was with not the slightest expectation that this privilege would be extended equally to men and women. Neither has there been any legislation since that period which would justify us in presuming a change in the legislative intent. Our laws to day, in regard to women, are substantially what they have always been, except in the change wrought by the Acts of 1861 and 1869, giving to married women the right to control their own property and earnings. Whatever, then, may be our individual opinions as to the admission of women to the bar, we do not deem ourselves at liberty to exercise our power in a mode never contemplated by the Legislature, and inconsistent with the usages of courts of the common law from the origin of the system to the present day. But it is not merely an immense innovation in our own usages as a court that we are asked to make. This step, if taken by us, would mean that, in the opinion of this tribunal, every civil office in this state may be filled by women—that it is in harmony with the spirit of our constitution and laws that women should be made governors, judges, and sheriffs. This we are not yet prepared to hold.

"In conclusion we would hold that, while we are constrained to refuse this application, we respect the motive which prompts it, and we entertain a profound sympathy with those efforts which are being so widely made to reasonably enlarge the field for the exercise of woman's industry and talent. While those theories which are popularly known as "woman's rights" cannot be expected to meet with a very cordial acceptance among the members of a profession which, more than any other, inclines its followers, if not to stand immovable upon the ancient ways, at least to make no hot haste in measures of reform, still all right-minded men must gladly see new spheres of action open to woman, and greater inducements offered her to seek the highest and widest culture. There are some departments of the legal profession in which she can appropriately labour. Whether, on the other hand, to engage in the hot strifes of the bar, in the presence of the public, and with momentous verdicts the prizes of the struggle, would not tend to destroy the deference and delicacy with which it is the pride of our ruder sex to treat her, is a matter certainly worthy of her consideration. But the important question is, what effect the presence of women as barristers in our courts would have upon the administration of justice, and the question can be satisfactorily answered only in the light of experience. If the Legislature shall choose to remove the existing barriers and authorise us to issue licenses equally to men and women, we shall cheerfully obey, trusting to the good sense and sound judgment of women themselves to seek those departments of the practice in which they can labour without reasonable objection.

"Application denied."

JURIDICAL SOCIETY.—The anniversary meeting of this society will be held on Wednesday, the 30th of March, at 8 o'clock p.m., precisely. The Right Hon. Lord Westbury will preside and deliver the annual address.

The Huddersfield Town Council have forwarded a recommendation to the Home Secretary that the clerk to the borough justices be paid by salary and not by fees; and that the amount of the salary be fixed at £400 per annum, besides out-of-pocket expenses.

The office of Registrar of the University of Oxford has been rendered vacant by the death of Dr. E. W. Rowden. The emoluments of the registrar were formerly very considerable, but the stipend of Dr. Rowden's successor has been fixed by statute at £500 per annum. The appointment is in the gift of Convocation, and the registrar must be a Master of Arts or a Bachelor of Civil Law, and a Notary Public. He attends all meetings of the Hebdomadal Council and of Convocation, and registers all acts and documents to which the common seal of the University is affixed.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 25, 1870.

(From the Official List of the actual business transacted.)

¾ per Cent. Consols, 93¼	Annuities, April, '85
Ditto for Account, April 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 4 p m
New 3 per Cent., 92	Ditto, £500, Do — 4 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 4 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235 x d
Do. 5 per Cent., Jan. '73	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account!	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 113	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100 x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅞	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	37¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	67½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	126
Stock	London, Brighton, and South Coast	100	43½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	123
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	52
Stock	Metropolitan	100	78
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	34
Stock	North London	100	118
Stock	North Staffordshire	100	60
Stock	South Devon	100	45
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have been strong this week, and have received a further impetus from some large purchases believed to be on public account. Railways also have been very buoyant. The Indian Guaranteed Stocks are a trifle more in request this week. The foreign market has been strong this week and prices are still maintained, though but little business is done.

At the first annual meeting of the Britannia Fire Association held at the company's offices on Thursday, it was reported that the income for the year had amounted to £7,094, and the losses to £658. A dividend was declared at the rate of 5 per cent. per annum.

The report of the directors of the Briton Medical and General Life Association announces the issue during the past year of 2,224 new policies, the premiums upon which amount to £20,706.

The prospectus of the Cafartha Lead Mining Company (Limited) has been issued. The capital is £45,000 in 9,000 shares of £5 each, 6,000 being offered for subscription. The object of the company is to purchase and work the Cafartha lead mines in the county of Montgomery.

The Attorney-Generalship of British Columbia, with a seat in the Legislative Council of that colony, has become vacant by the promotion of Mr. H. P. P. Crease to be a puisne judge of the Supreme Court. The office is worth £500 per annum, and is in the gift of the Secretary of State for the Colonies.

By the death of Mr. Wm. Bakewell, which took place at Adelaide, on the 25th January, the office of Crown solicitor for the colony of South Australia is rendered vacant. It is worth £600 a-year, and will be filled up by the local government. Mr. Bakewell's predecessor was Mr. W. A. Wearing, a barrister of Lincoln's-inn, who was appointed third judge of the Supreme Court in 1868.

Mr. E. H. Knatchbull-Hugessen, M.P. for Sandwich, and Under-Secretary of State for the Home Department, has been elected chairman of the East Kent Quarter Sessions, vice Lord Fitzwalter, resigned.

Mr. Cooper Abbs, solicitor, and clerk to the justices for Sunderland, has resigned the office of clerk to the Monkwearmouth Local Board.

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ESTATE EXCHANGE REPORT.

AT THE MART.

March 24.—By Messrs. Newbon & Harding.

Leasehold residence, No 8, College-hill, Highbury, let at £70 per annum, term 99 years from 1864, at £10 per annum—sold £640.

Leasehold residence, No. 6, Granville-square, Clerkenwell, let at £48 per annum, term 85½ years from 1841, at £5 10s. per annum—sold £465.

Leasehold, No. 2, Granville-square, let at £42 per annum, term, &c. same as above—sold £440.

Leasehold house and shop, No. 52, Margaret-street, Clerkenwell, let at £36 per annum, term 45 years unexpired, at £5 per annum—sold £305.

Leasehold house, No. 12, Henry-street, Hampstead-road, let at £36 per annum, term 16½ years unexpired, at £12 per annum—sold £145.

Leasehold, 19A, Henry street, let at £32 per annum, term 16½ years unexpired, at £11 per annum—sold £115.

Leasehold, 19, Charles-street, Hampstead-road, let at £32 per annum, term 16½ years unexpired, at £5 5s. per annum—sold £205.

By Messrs. Reynolds & Eason.

Freehold, No. 38, Great Queen-street, Lincoln's-inn-fields, let on lease at £100 per annum—sold £1,440.

Freehold No. 39, Great Queen-street, let on lease at £55 per annum—sold £1,210; ditto property, situate in Elm-street, Mount-pleasant, Clerkenwell, producing £105 per annum—sold £1,980; ditto Nos. 115 and 116, Whitecross-street, St. Luke's, producing £56 per annum—sold £1,110; ditto Nos. 15 to 18, Twisters-alley, Whitecross-street, producing £65 per annum—sold £1,270; ditto 1 to 9, Fox-court, Gray's-inn, producing £120 per annum—sold £1,940; ditto workshops in ditto, producing £42 per annum—sold £760; ditto Nos. 5 & 6, Downs-terrace, Clarence-road, Clapton, producing £20 per annum—sold £675; ditto No. 5, Clapton-square, let on lease at £7 per annum—sold £130; ditto No. 15, ditto, at £60 per annum—sold £860; ditto No. 19 ditto, at £60 per annum—sold £890; ditto house and buildings in Church-street, Hackney, let on lease at £40 per annum—sold £1,210.

Freehold ground-rent of £70 per annum, secured on premises at Wanstead, Essex—sold £1,390.

Freehold ground-rent of £52 per annum, secured on houses at Peckham—sold £1,230.

Leasehold No. 2, Railway-terrace, Notting-hill, let on lease at £105 per annum, term 99 years from 1864, at £15 per annum—sold £1,325.

Leasehold Nos. 1 and 2, Herbert-street, New North-road, Hoxton, producing £64 per annum, term 99 years from 1843, at £10 10s. per annum—sold £670.

AT GARRAWAY'S COFFEE HOUSE.

March 21.—By Messrs. Greaves & Baker.

Leasehold improved rent of £40 per annum, secured on the Falcon public-house, Fetter-lane, City, term 80 years from 1852—sold £520.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BADDELEY—On March 17, at 4, Palace-villas, Bromley, Kent, the wife of Fredk. P. Baddeley, solicitor, of a daughter.

GABB—On March 21, at Balcarras, Charlton Kings, the wife of J. W. Gabb, Esq., of Cheltenham, solicitor, of a daughter.

HOLMES—On March 22, at 36, Eccles-street, Dublin, the wife of Hugh Holmes, Esq., barrister-at-law, of a daughter.

MILLS—On March 21, at 4, Sheffield-gardens, the wife of W. P. Mills, Esq., barrister-at-law, of a son.

STORY-MASKELYNE—On March 22, at 5, Inverness-terrace, Kensington-gardens, W., the wife of E. Story-Maskelyne, Esq., barrister-at-law, of a daughter.

DEATHS.

BAKEWELL—On Jan. 25, at Adelaide, South Australia, William Bakewell, Esq., Crown Solicitor of the Colony, aged 52.

COTHER—On March 20, at Dinan, France, William Cother, Esq., barrister-at-law, aged 57.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—(Advt.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, March 18, 1870.

Unlimited in Chancery.

Birmingham Music Hall Company.—Vice-Chancellor James has appointed Edward Carter, of Waterloo-street, Birmingham, to be official liquidator. Creditors are required, on or before April 15, to come in and enter their names and addresses, and the particulars of their debts or claims, at the chambers of Vice-Chancellor James. Friday, April 29, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Limited in Chancery.

British and Foreign Provision Company (Limited).—Petition for winding up, presented March 16, directed to be heard before Vice-Chan James on March 26. Stokes, Chancery-lane, solicitor for the petitioner.

Croscombe Chemical Company (Limited).—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Cooper, of 3, Coleman-street-buildings, Moorgate-street. Monday, April 25, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Italian Land Company (Limited and Reduced).—By an order of the Master of the Rolls, dated Feb 19, the capital of the company is reduced to £200,000 divided into 20,000 shares of £10 each. Clements, for Bircham & Co, Threadneedle-street, solicitors for the company.

Tuesday, March 22, 1870.

Unlimited in Chancery.

Bank of London and National Provincial Insurance Association.—Vice-Chancellor James has, by an order dated Feb 4, appointed John Young, of 16, Tokenhouse-yard, to be official Liquidator. Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to John Young, of 16, Tokenhouse-yard. Friday, May 13, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Family Endowment Society.—Vice-Chancellor James has, by an order dated Feb 11, appointed Mr. John Young, of 16, Tokenhouse-yard, to be official Liquidator. Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young. Monday, May 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Medical, Invalid, and General Life Assurance Society.—Creditors residing in the East Indies or elsewhere out of the United Kingdom are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 16, Tokenhouse-yard. Friday, July 22, at 12, is appointed for hearing and adjudicating upon the debts and claims.

North Kent Railway Extension Railway Company.—Vice-Chancellor James has, by an order dated Feb 18, appointed George Augustus Cape, of 8, Old Jewry, to be official liquidator. Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, April 29, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Teignmouth and General Mutual Shipping Assurance Association.—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Henry Blanchford, of Teignmouth. Monday, May 2 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Limited in Chancery.

London Depository Company (Limited). Petition for winding up, presented March 21, directed to be heard before Vice-Chancellor James on the first petition day in April. Abrahams & Roffey, Old Jewry, solicitors for the petitioners.

Friendly Societies Dissolved

Tuesday, March 22, 1870.

Hastings Mariners Mutual Friendly Society, Rising Sun Tavern, Hastings, Sussex. March 18.

Creditors under Estates in Chancery.

Friday, March 18, 1870.

Last Day of Proof.

Brown, Rev. Edwd, Addingham, Cumberland. April 15. Walker v Walker, V.C. Stuart. Haugh, Carlisle.

Corp, Walter, West Pennard, Somerset, Yoeman. April 7. Corp v Masters, V.C. Stuart. Holman & Bath, Glastonbury.

Elderton, Chas Merrick, New-sq, Lincoln's-inn. April 12. Inchbald v Elderton, M.R. Pead, Gt George st, Westminster.

Garrett, Wm, Grosvenor-st, Walworth-rd, Gent. April 21. Garrett v Such, M.R. Robson & Tidy, Sackville-street, Piccadilly.

Hughes, Richd, Min y don, Menai Bridge, Anglesea, Gent. April 18. Hughes v Davies, V.C. Malins. Hughes, Bangor.

Keddle, Jonas, Newcastle, Monmouth, Yeoman. April 14. Keddle v Keddle, M.R. George, Monmouth.

Paul, Thos Hy, Melcombe-pl, Dorset-sq, General. April 21. Rudverd v Baker, M.R. Fairfoot & Webb, Clement's-inn.

Rollings, Edwd, Lincoln, Farmer. April 15. Rollings v Rollings, V.C. Malins. Bell, Bourn.

Valle, Philip, Brompton-sq., Italian Warehouseman. April 23. Hoffman v Valle, V.C. James. Beaumont, Lincoln's-inn-fields.

Tuesday, March 22, 1870.

Ayers, Eliz, Lingwood, Norfolk, Spinster. April 16. Bertram v Ayers, V.C. Malins. Tillett, Norwich.

Brown, John, Dorset-pl, Dorset-sq, Builder. April 16. Lane v Brown, V.C. James. Bird, Gt James-st, Bedford-row.

Darley, Richd Prior Rigg, Sproxton, York, Farmer. April 18. Smith v Darley, M.R. Anderson, York.

Harrison, Geo, Easby, York, Esq. April 20. Harrison v Harrison, V.C. Stuart.

Kennion, Geo, Harrogate, York, Surgeon. April 16. Kennion v Buchan, M.R. Whitaker, Lincoln's-inn-fields.

Lamb, Jonathan, Guiseley, York, Innkeeper. April 29. Binns v Naylor, V.C. Stuart, Barret, Leeds.

Ludlow, Hannah, Bristol, Spinster. April 20. Re Ludlow. V.C. James.

Metherell, Edwd, Wyvill-rd, South Lambeth, Statuary. April 30. Metherell v Metherell, V.C. Stuart. Nelson & Son, Godliman-st.

Pocock, Chas Frederick, Penshurst-rd, South Hackney, Gent. April 21. Pocock v Pocock, V.C. Stuart. Sheffield, Lime-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, March 18, 1870.

Atkinson, Jane, Beanthwaite End Grayrigg, Westmoreland, Widow. April 16. Clark & Oglethorpe, Lancaster.

Ball, Hy Hine, West Monkton, nr Taunton, Somerset, Yeoman. May. 1. Hounsell, Furnival's-inn.

Bronwin, Rev Brice, Dudley-pl, Harrow-rd, Paddington. May 2. Barker, Great Portland-st, Portland-pl.

Broughton, Right Hon John Cam, Baron, Berkeley-sq. May 1. Phelps & Bennett, Red Lion-sq.

Campbell, John A., Cook on board ship Charlotte W. White. April 12. Harvey & Co, Lpool.

Chapman, Wm, South Walworth, Gent. April 23. Jones & Co, Tooley-st, Southwark.

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Cotton, Richd, Exning, Suffolk, Training Groom. April 14. Button, Newmarket.
Dearden, Joseph, H.M.S. Malabar, Engineer. April 14. Ryley, Bolton.
Dewhurst, Thos, Peacock Hey, within Chipping, Lancashire, Gent. April 1. Ascroft, Preston.
Downing, Benj, Penzance, Cornwall, Printer, April 5. Roscorla & Son, Penzance.
Egan, Chas, Leamington Priors, Warwick, Barrister-at-Law. April 30. Taylor & Co, Great James-st, Bedford-row, for Heath, Warwick.
Garrad, Geo, Streatham-st, Bloomsbury, Bootmaker. April 27. Ley & Brocklesby, Water-lane, Great Tower-st.
Greathead, Wm, Audnam Glass Works, nr Stourbridge, Glass Manufacturer. May 1. Letts, Holborn.
Henderson, Geo, New Brighton, Cheshire, Master Mariner. April 15. Richardson & Co, Lpool.
Hoggins, Edward, Shrewsbury, Gent. May 24. Palin, Shrewsbury.
Keele, Geo St John, Tollington-rd, Holloway, Gent. May 5. Cattell, Bedford-row.
Moore, Richd, Kirkham, Lancashire, Solicitor. April 11. Pilkington & Walker, Preston.
Ramsden, Thos, Bradford, Yorks, Auctioneer. March 30. Hitchen, Bradford.
Reeks, Jas, Sobberton, Hants, Staff Sergeant. April 15. Lawrance & Co, Old Jewry-chambers.
Seymour, Fredk, Governor of British Columbia. June 1. Walker & Martineau, King's-rd, Gray's-inn.
Toor, John, St Mary Church, Devon, Gent. May 1. Templar, Teignmouth.
Tyndall, Thos Onesiphorus, Bristol, Esq. May 7. Fry & Otter, Bristol.
Venn, Fras, Upper Westbourne-ter, Widow, May 1. Phelps & Bennett, Red Lion-sq.
Watkins, Chas, Essex-rd, Islington, Grocer. April 23. Jones & Co, Tooley-st, Southwark.
Williams, Eliz, Carmarthen, Spinster. June 1. Barker, Carmarthen.

TUESDAY, March 22, 1870.

Banks, Wm, Edgbaston, Warwick, Gent. April 30. Sanders & Smith, Birm.
Barrow, Harriett, Southport, Lancashire, Spinster. May 1, Slater & Co, Manch.
Bossom, Wm, Oxford, Publican. May 2. Dayman & Walsh, Oxford.
Bowers, John, Milbrook, Hants, Gent. April 30. Green & Maberley, Southampton.
Browning, Wm Hardwick, Newington-green, Esq. April 20. Haycock, College-hill.
Browning, Frns, Newington-green, Widow. April 30. Haycock, College-hill.
Browning, Hardwick, Newington-green, Gent. April 20. Haycock, College-hill.
Cooke, Jas, Gilmorton, Leicester, Butcher. April 30, Fox, Lutterworth.
Cooper, Andrew John, Ledbury-rd, Bayswater, Major. June 30. Holmer & Co, Philpot-lane.
Cooper, Rev Jas Lindsay Cooper, Woking, Surrey. April 30. Milne, Temple.
Faulkner, Margaret, Over Whitacre, Warwick, Widow. April 9. York, Birm.
Grear, John, Dairyhulme, Lancashire, Canvas Merchant. April 21. Johnson & Weatheralls, Temple, for Hadfield, Manch.
Hartwright, John, Ravenshill, Worcester, Farmer. May 14. Pidcock & Sons, Worcester.
Hobbs, John, Exeter, Hay Merchant. May 1.
Impey, Elijah Geo Halhed, Southampton, Post Master General of Bombay. April 16. Jennings, Lincoln's-inn-chambers, Chancery-lane.
Jackson, Geo, Grassthorpe, Notts, Yeoman. March 31. Hodding & Beevor, Carlton-upon-Trent.
Jones, Alfred, Queen-st, Cheapside, Gent, May 1. Jones & Co, Queen-st, Cheapside.
Jones, John, City-rd, Esq. April 30. Mills & Lockyer, Brunswick-pl, City-rd.
Kernick, Samuel, Cornwall, Gent. March 25. Billing, Bodmin.
Last, Samuel, Oxford-st, Portmanteau Manufacturer. April 19. Stephens, Orchard-st, Portman-sq.
Mollett, John, Chalfont, St Peters, Bucks, Gent. May 31. Parker & Co, Bedford-row
Rogers, Eliz Sarah, William-ter, South Lambeth New-rd. April 12. Mills & Lockyer, Brunswick-pl, City-rd.
Rudolph, Fredk, Gresham House, Old Broad-st, Comm Agent, April 9. Rooks & Co, King-st, Cheapside.
Sanders, Richd, Watereaton, Oxford, Farmer. May 21. Mallam, Oxford.
Whitbread, Jas, Dukinfield, Cheshire, Pawnbroker. May 23. Hall, Ashton-under-Lyne.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, March 22, 1870.

Goldstine, Reuben, Carnaby-st, Regent-st, Woollen Draper. Jan 29. Comp. Reg March 21.

Bankrupts.

FRIDAY, March 18, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hooper, Benj, Geo Attenborough, Jun, & Howard Joseph Hooper, St Mary Axe, Leather Factors. Pet March 11. Spring-Rice. April 7 at 1.
Langdon, Thos Anthony, Salisbury-ct, Fleet-st, Licensed Victualler. Pet March 15. Pepys. March 28 at 1.

To Surrender in the Country.

Bretherton, Mary, Edgbaston, Birm, out of business. Pet March 11. Chauntler. Birm, April 1 at 10.
Burchnall, Fras, Castle Bytham, Lincoln, Blacksmith. Pet March 12. Gaches. Peterborough, March 31 at 12.
Cockell, Wm Jas, High-st, Battersea, Builder. Pet March 15. Willoughby. Wandsworth, March 29 at 10.
Dickinson, Geo, Dalton, in Huddersfield, Brassfounder. Pet Feb 26. Jones, jun. Huddersfield, March 30 at 11.
Edgar, Fredk Wm, & Edwd Jas Edgar, Cherry Orchard-rd, Croydon. Pet March 17. Rowland. Croydon, March 30 at 12.
Edwards, Thomas, & Saml Horatia Hodges, Bristol, Boot Manufacturers. Pet March 11. Harley. Bristol, March 30 at 12.
Graham, Allen Marden, New Barnes, Kent, Brickmaker. Pet March 14. Scudamore. Maidstone, March 29 at 2.
Hodges, Saml, Bristol, Boot Manufacturer. Pet March 15. Harley. Bristol, March 30 at 12.
Holloway, Joseph Josiah, Birm, Boatman. Pet March 14. Chauntler. Birm, April 22 at 11.
Smith, Andrew, Freemantle, Hants, Innkeeper. Pet March 16. Thorndike. Southampton, April 5 at 12.
White, Edwin Jacob, Bristol, Cabinet Maker. Pet March 14. Harley. Bristol, March 30 at 2.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Belcher, Andrew Holmes, Arundel-st, Strand, Clerk in Orders. Pet Dec 28. April 8 at 2. Fearon, New-inn.

To Surrender in the Country.

Preston Joseph, Prisoner for Debt, Stafford. Adj Nov 13. Walker. Dudley, March 29 at 12.

TUESDAY, March 22, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Brown, Alfd, Park-rd, Old Kent-rd, Corn Dealer. Pet March 17. Murray. April 9 at 11.
Starr, Richd Benj, Finsbury-sq, Comm Agent. Pet March 16. Spring-Rice. April 11 at 11.
Wyatt, John, Strand, Coffee House Keeper. Pet March 21. Pepys. April 1 at 11.

To Surrender in the Country.

Brissenden, Thos, Ticehurst, Sussex, Corn Dealer. Pet March 17. Walker. Tunbridge Wells, April 14 at 3.
Craven, Jonathan, Bradford, Yorks, Worsted Stuff Manufacturer. Pet March 15. Robinson. Bradford, April 5 at 9.
Forbes, Eliz, Manch, Milliner. Pet March 10. Kay. Manch, April 12 at 12.
Page, Thos, & Geo Page, Birm, General Ironfounders. Adj Feb 16. Chauntler. Birm, April 4 at 12.
Riccalton, Jas Thos, Plumstead, Kent, Assistant Paymaster. Pet March 21. Bishop. Greenwich, April 11 at 2.
Rose, Robt, Longfleet, Poole, Yeoman. Pet March 16. Dickinson. Poole, April 4 at 1.
Solomon, Solley, Canterbury, Fishmonger. Pet March 18. Callaway. Canterbury, April 4 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, March 18, 1870.

Gorringe, Joseph Fras, Wellington Farm, nr Aspatria, Cumberland, Farmer. March 8.

TUESDAY, March 22, 1870.

Gardener, Hy, Bury St Edmunds, Suffolk, Hotel Keeper. March 18.

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Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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The Solicitors' Journal.

LONDON, APRIL 2, 1870.

THE TRIAL OF DR. KINGLAKE at the Somerset Assizes last week raised some interesting and important questions of law upon which it is probable that the opinion of the Court of Queen's Bench will be asked next term. He was indicted, along with a Bridgwater attorney, Mr. Lovibond, for conspiring to bribe Bridgwater voters at the general election of 1868. Lovibond was examined before the commission of inquiry which sat at Bridgwater last autumn, and it was chiefly in consequence of the disclosures wrung from him by Mr. Anstey and his colleagues that Dr. Kinglake and himself were placed upon their trial. The Commissioners declined to examine Dr. Kinglake, having obtained ample information about the venality of the wretched constituency of Bridgwater without having recourse to his evidence. They reported strongly against both Kinglake and Lovibond, and the Attorney-General, acting upon their report, filed against both the information which has just been tried. Lovibond, however, appeared, not as a defendant, but as a witness. The commission, according to the opinion of the Chief Justice of England, had treated him with harshness in refusing him a certificate of indemnity, and a *nolle prosequi* was thereupon entered with regard to him. Dr. Kinglake was proceeded against alone for conspiracy with Lovibond, and it was chiefly, if not entirely, upon the evidence of Lovibond that he was convicted.

Upon his being called upon to answer, Lovibond took several objections to doing so. First of all he claimed protection on the ground that his answers would criminate him, he not having as yet received a certificate of indemnity from the commissioners. We may observe in passing that the certificate would not have furnished him with any effectual protection. It is a bar to proceedings under the Corrupt Practices Acts, and under these only, and persons who have received it are still liable to indictments at common law for bribery or conspiracy to bribe. (See 26 Vict. c. 29, s. 7.) Lovibond's objection on this score was cured by a free pardon being presented him for all offences, whether by statute or common law, of which he might have been guilty at the election of 1868. A further objection however was taken. Several actions for penalties are actually pending against him at the suit of a private informer, and he informed Mr. Justice Hannen that he was advised that the pardon would have no effect upon them, and, therefore, that his answers might, in spite of the pardon, subject him to penalties. The judge, after taking a considerable time for consideration, decided that the witness must answer, and his evidence was fatal to Dr. Kinglake's chance of acquittal.

The question is an important and a somewhat doubtful one. That the pardon could not affect penal actions already pending at the suit of a private individual is undoubtedly true (Comyn's Digest, title Pardon), so that the question simply is—whether an action for penalties under the Corrupt Practices Act, 1854, subjects the defendant to "penalties" in the sense which entitles him to the privilege of silence. No decision upon the language of the particular statute exists, but there are several upon that of analogous acts. For example, the old Stock-jobbing Act (7 Geo. 2, c. 28), which is now repealed, subjected offenders against its provisions to pecuniary penalties, to be recovered by action or information. The liability of a witness to such a penalty was held by Lord Tenterden to excuse him from answering. (See *Dandridge* v. *Corden*, 3 Carr. & Payne, 11.) Mr. Justice Hannen was of opinion that the liability of Lovibond in the actions pending against him was really for a mere civil debt and certainly we should hesitate to pronounce so learned and able a judge wrong. At the same time the language of the Corrupt Practices Act seems to regard the sums recoverable as absolutely *penal*, although it is true that they are recoverable by civil process. (See 17 & 18 Vict. c. 102, ss. 2, 14, and 26 Vict. c. 29, s. 5.) The point is surrounded with many difficulties, and in the event of a new trial being applied for on the part of Dr. Kinglake, on the ground of the misreception of evidence, an interesting discussion may be anticipated.

THE ONLY SATISFACTORY FEATURE in the recent trial at Tours seems to have been the richly-deserved committal of M. Fonvielle for contempt of court. The inquiry was not conducted so as to command confidence, but as far as concerns the merits of the whole affair, neither the Prince nor M. Noir nor M. Fonvielle commands any sympathy from us. An English jury would probably have believed neither the Prince nor M. Fonvielle. The opinion has been widely expressed in France that the institution which has just been revived must, after the late trial, fall for ever into desuetude.

In France all criminal prosecutions for offences coming under the designation of *crimes* in the French Penal Code must of necessity be brought and carried on by the *parquet*, or office, of the prosecutor of the Crown, of which the *Procureur Imperial* in the tribunals of first instance, the *Procureur General* in the Imperial courts or courts of appeal, is the head. Prosecutions for offences of the inferior degree called *delits*, a designation which may be rendered by the English term misdemeanour, are not of necessity conducted by the Prosecutors of the Crown. They may be initiated and carried through by the aggrieved parties themselves. But the *Procureur Imperial* may, if he chooses, make such minor offences the subject of an official prosecution. Wherever the Prosecutors of the Crown take up the case the action of the aggrieved party can only be auxiliary. He may co-operate with the official prosecutor in the course of the information, and bring the case to trial on his own responsibility before the tribunal of correctional police, where the alleged offence is a *delit* within certain limits. Where the offence is a *crime*, on the contrary, he is, so far as the criminal prosecution is concerned, entirely dependent on the public prosecutor. The law has provided, it is true, means for compelling the public prosecutor to act, but the private prosecutor, or *partie civile*, cannot bring the matter into the Court of Assizes, without his co-operation. During the trial the efforts of the *Procureur Imperial* and the *partie civile* tend to one common result, the conviction of the prisoner, but with different views and interests. The public prosecutor sues in the name of the public of whom he is the representative or minister (*ministere public*), for a penalty which will satisfy the law, and secure public order. The private prosecutor seeks for a verdict which will be the basis of the demand which he will lay before the Court, for compensation for the *tort* committed by the prisoner. When the jury has answered the joint demands of the two prosecutors by a verdict of guilty, the actions separate. Each has a demand upon the Court, but for different objects. The public prosecutor requires from the Court a sentence, and the application of the penalty provided by the law against the offender. The private prosecutor demands the assessment of the damages due to him, and a condemnation against the prisoner for the amount; for, contrary to what takes place under the English law, in

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France the damages are assessed not by the jury, but by the Court. When the accused is convicted there is no difficulty for *partie civile*. His main issue has been established by the verdict of guilty. But where the verdict is favourable to the prisoner very great difficulties sometimes arise with respect to the effect it should have on the action of the *partie civile*. The greatest authorities have been divided as to the question whether the claim of the *partie civile* was not absolutely barred by a verdict of not guilty. The difficulty arises from the manner in which the questions are put to the jury upon each count of the *acte d'accusation*,—thus, "Is the accused guilty of having committed such a crime with all the circumstances stated in the summary of the Acts of Accusation?" If the answer be "not guilty," it may be complex in its imports, and deny both the existence of the material facts upon which the accusation is grounded, and the participation of the prisoner therein, in the degree and manner necessary to constitute the criminal offence with which he is charged; or it may simply convey that, in the opinion of the jury, the latter element, the guilty participation, is wanting. Now, in a great many cases, an act—though it may not have been committed by the prisoner with the intent necessary to constitute the particular at which the questions pointed—may be viewed either as a minor offence or as a tortious act which, though not of a nature to be visited with a penalty, is a legitimate ground for an action for damages on the part of the sufferer. There are no legal means of interpreting the verdict. Hence the difficulty. For the solution of such difficulties the rule has been adopted, not to take the verdict of the jury into account except where it is in terms exclusive of the claim of the private prosecutor and contradictory to it whatever may have been the probable meaning and real intention of the jury. Thus, in the Pierre Bonaparte case, though the verdict of the jury, from the line of defence taken, and the facts of the case, obviously meant that they thought the Prince had acted in self-defence, the Court still granted damages to the family of M. Victor Noir as for a tort.

IN NOTICING (13 S. J. 413) the appointment of Mr. March as H. B. M. Consul at the Fiji Islands, we mentioned that the United States Consul is invested with powers to decide disputes that arise between citizens of the United States. We now learn by the *Fiji Times* that considerable disappointment was felt when it was found that Mr. March's commission contained no clause investing him with similar powers, and that it is proposed to memorialise the Imperial Government on the subject.

A VERY CURIOUS CASE has recently come before the Civil Court at Lucknow, in India. A Mahomedan husband instituted a suit for the restitution of conjugal rights. The wife pleaded that she had renounced the Mahomedan religion and become a Christian, and that thereby the Mahomedan marriage was cancelled and the husband's rights ceased. The judge decided in favour of the plaintiff. The case, which is exciting great interest in India, will doubtless be appealed, and may not improbably come before the Privy Council. It is noticeable that although the English Probate Court does not recognise a polygamous union (*Hyde* v. *Hyde and Woodmansee*, 14 W. R. 517), the Privy Council, as the Court of Appeal from India, does. Hindu as well as Mahomedan marriages may be polygamous, and it is somewhat curious that a Hindu man cannot be prosecuted for bigamy although a Hindu woman can, and that a Mahomedan can only be prosecuted for bigamy if, having four wives living, he marries a fifth.

THE HIGH COURT OF JUSTICE BILL.

We last week considered shortly the provisions of the Appellate Jurisdiction Bill now before the House of Lords, and gave our reasons for hoping that the progress of that bill might not be delayed to await the passing of the more complicated and extensive Act with which it is so nearly connected. We showed that the need of some improvement in our appellate tribunals is urgent, and that the remedy provided by the bill in question is apt and simple, while the objects, if any, of delay are comparatively insignificant.

The case is, however, far otherwise when we come to examine the bill named at the head of this article. In this case we find the necessity for legislation (except in one particular) rather sentimental than substantial, while the desirability of caution and circumspection is obvious and unquestioned. It is indeed very desirable, in a sentimental point of view, that the present apparently heterogeneous congeries of independent courts should give way to a single authority, and that the present infinitely perplexing variety of practice should be, so far as it is consistent with utility and convenience, systematised and "unified."

But the need is not, except in the particular about to be mentioned, by any means pressing; the courts as at present constituted are practically sufficient for the purposes of justice, and the extra inconvenience to the practitioners involved in their mutual independence is an evil small in comparison with the possible results of a hasty or ill-considered alteration of their position. The only practical evil, as it seems to us, of any appreciable magnitude,—that which was, indeed, the moving cause of all the stir which has culminated in these bills—is the possibility, of only too frequent occurrence in practice, of a failure of justice arising from the mere fact that a plaintiff has, perhaps in a doubtful case, selected the wrong court for his proceedings.

For instance: A person named as trustee in a settlement is in possession of the settled property by permission of the tenant for life, to whom he pays over a considerable portion of the rents, and he expends the rest, with the consent of the tenant for life, in repairs of the property. Upon his death it is discovered that his expenditure for this purpose has considerably exceeded his receipts. The legal estate in the property being, under the limitations in the settlement, in the tenant for life, what is the remedy of the executors of the deceased trustee? If they bring an action they will probably be told that, as their testator was trustee of the property and in possession in that capacity, they have no contract express or implied by the tenant for life to repay his outlay, and that their remedy (if any) is in equity against the estate; if they file a bill they are equally likely to be told that this is a mere case of agency, and that an agent has no right of suit in equity, in an ordinary case, against his principal; and so they are not unlikely, whatever course they may adopt, to lose their money *with costs*. Again, we have known a case where the whole benefit of a suit was lost by a circumstance which the plaintiff did not know, and could not have known, at the time he filed his bill; nay, which the defendant himself did not know for certain when he put in his answer. The suit was to prevent the negotiation of a bill of exchange and to procure its delivery up to the plaintiff. The merits were, as the judge stated, entirely in the plaintiff's favour; but it appeared that some days before the bill was filed the defendant had handed the bill of exchange in question to a friend for discount. This would not of itself have stopped the suit, but upon comparison of the dates it came out that the very day before the bill was filed this friend had procured the discount of the bill of exchange by a *bonâ fide* holder, and that the money had been paid over to the defendant shortly after the institution of the suit. On these facts the Court felt constrained to hold that the plaintiff's only remedy was at law, and to dismiss the bill *with costs*.

Many attempts to remove or palliate this evil have from time to time been made, but in vain; and the absurd cruelty of allowing plaintiffs to bring their suits to hearing or trial only to be informed that the merits are with them in fact, but they must seek their remedy elsewhere, *and pay the costs in the meantime*, still continues

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to be practised both at law and in equity. The Judicature Commissioners set before their eyes the necessity of getting rid of this evil, and they propose to do so by abolishing all distinction of courts, and providing that the different chambers of the High Court shall have ample power of transferring proceedings from any one to any other of them. The bill before us so far follows the report, and proposes to enact that in framing rules of practice the High Court is to have regard to the following direction (amongst others): "That all proceedings shall be instituted in the High Court of Justice and shall be transferable from one divisional or other court to another." So far so good; but, on the one hand, the remedy as proposed does not go far enough, nor is it, on the other hand, necessary to re-model on the whole existing machinery of justice to attain it. It will be nearly, if not quite, as great a hardship to a plaintiff whose cause comes on for hearing in the divisional Court of Chancery, to learn that the only order that can be made is that the cause be transferred to the divisional Court of Common Pleas, and that he pay the costs so far as they have been increased by its not having been prosecuted there from the first, as it would be to have his bill, under the present system, dismissed with costs, with liberty to bring an action. Unless the transfer, if any, is to be limited to some early stage, and the defendant who allows a cause to go to trial or come on for hearing without applying for a transfer is to be held bound by the plaintiff's selection of court or division, nothing will have been gained; and this limitation, which would get rid of all real inconvenience, might easily be gained even if the courts were to continue as separate as at present.

Suppose a short act passed to the effect that any defendant to a suit in Chancery who did not avail himself of the defence that the remedy was at law by demurrer or plea, should be precluded from setting it up, and that the Court should thereupon be bound to determine every legal and equitable question between the parties, and give such relief as the plaintiff would be entitled to in any court of law or equity; and further, that no defendant in any action at law should be able to avail himself of any purely legal defence if the plaintiff had a good equitable right to relief, on terms or otherwise, unless he had taken the objection in the first instance by demurrer to the declaration, or plea to the jurisdiction; and, lastly, that in case of any such objection as aforesaid being taken successfully, the plaintiff should be at liberty to have the proceedings transferred to a court of competent jurisdiction, in such form and on such terms as the court from which they were transferred should direct. This would fully answer all the ends of justice without any amalgamation or assimilation of courts, and less than this will be utterly futile and insufficient, notwithstanding all the proposed change of system. For the real hardship in the case is the incidence of costs, which fall, by reason of the mistake of procedure, on the party who is in the right on the merits; and yet this must be so, for it would be equally wrong to allow the plaintiff, by his own blunder, to increase the costs payable by his adversary. But, unless the power of transfer be limited to some early stage of the proceedings, one or other of these evils must ensue, because *some one* will have to bear the costs which will have been thrown away. Under the present bill the Court may—and, if not interfered with from without, not improbably will—make such rules in the matter of transfers as will still leave it open to a Vice-Chancellor at the hearing to refuse to adjudicate on a legal claim, though the objection be then taken for the first time, or—of which we have known instances—by the Court itself only; or will allow a judge at Nisi Prius to nonsuit a plaintiff with a good case on account of an outstanding legal estate in term trustees.

As, however, it would seem that we are not to have the little simple remedy we so much need, without waiting for the accomplishment of the grander scheme of which it is so unnecessarily made a subordinate part, it will be well to see how the Act can be framed so as to be passed with as little delay as is reasonably practicable.

On the general scheme of the Act we have but little to add to our former remarks. We think it questionable whether it is advisable to retain the names of the existing courts as divisional names, instead of simply numbering the divisional courts, as 1st, 2nd, 3rd, 4th, and 5th divisions respectively, as is done with the divisions of the Court of Session in Scotland; and at any rate we are clear that so cumbrous and uncouth an appellation as "The Divisional Court of Probate, Divorce, and Admiralty" ought not to be suffered to remain, but either some one of these names selected as the sole name of the Court, or some other term, *ex. gr.*, "The Court of Civil Law" invented arbitrarily for the occasion. The name need not be in any respect descriptive, all that is required is that it should be distinctive. Again, we can see no reason why the jurisdiction of the London Court of Bankruptcy is not transferred to the High Court, and vested in the Chancery division generally, instead of being attached in addition to his other duties to a single judge thereof, who will thus be at a disadvantage as compared to his fellows in all matters pertaining to their common jurisdiction.

The 14th section of the Act seems to us objectionable. The jurisdiction of the Crown in lunacy, &c., ought, we think, to be vested, not in judge or judges from time to time selected *pro hâc vice*, but in some definite court, divisional or otherwise; and we cannot but think that it forms a branch of original jurisdiction which might properly and conveniently be vested in one of the divisions of the High Court of Appeal.

But it is when we come to consider the clauses giving power to make rules that the objections to the bill in its present form become most apparent; doubtless it is very advisable not to legislate too minutely, and the judges must now be better able than the Houses of Parliament can possibly be to determine the details of procedure; but this bill, as drawn, determines absolutely nothing but the maximum number of the judges, and leaves everything else to rules and orders to be made and from time to time revoked or altered by the judges themselves. We think that such questions as the limits of the jurisdiction of the divisional courts and of single judges, the limitation of the power of re-hearing by the High Court and divisional courts, the number of judges required to concur in a judgment of the High Court or divisional court, &c., ought to be determined, at least in outline, by Parliament itself, and not left to the determination of the Court after its establishment. We do not venture, here and now, to say what such rules ought to be, though we think that the existing practice of the courts of common law points out the principle which ought to be applied to all—viz., that no contested matter not purely interlocutory, other than a mere issue of fact, and that only when tried by a jury, should, except by consent, be heard by a single judge. We would add that not more than one re-hearing of any matter heard by a single judge should be allowed, and that no appeal (as distinguished from a re-hearing) should lie except from an order of a divisional court, or of the High Court itself.

The temporary provisions of the Act do not seem to require much comment. We think it would be better to abolish at once all the existing distinctions of title among judges of equal rank, and instead of Vice-Chancellor, Justice, Baron, Judge of the Admiralty Court, &c., call every such judge Mr. Justice So-and-so; and similarly to abolish at once the terms Chief Justice of Common Pleas, Chief Baron, and Judge Ordinary, and call the judges in question Lord President Bovill, &c. The ends of the several terms would seem to call for legislative interference as much as their commencements. We trust that proper provision will be made, by statute or otherwise, to prevent the proposed reduction in the number of terms having the indirect effect of increasing the time of probation, either for admission as solicitors, or for calls to

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the bar, in both of which cases the time now to a certain extent depends upon terms. We do not know how far the governing bodies in these cases have power to make the necessary alterations for themselves independently of statute; probably this may be so, but if not, it should be given them by this Act.

The proposed abolition of the Home Circuit has produced so much opposition in the five counties proposed to be affected, that it is, we hear, to be abandoned or materially modified; and under these circumstances we do not think it necessary to comment further upon it at present.

THE REGISTRATION APPEALS.

We noticed in November last (*ante* pp. 49, 69, and 70) the registration appeals decided by the Court of Common Pleas in Michaelmas Term. Since then the Court has decided the remaining six cases, having heard them all in Hilary Term, and given judgment since term in two cases which they had reserved for further consideration.

The first case, *Gainsford* v. *Brown*, added nothing to the law, the point being whether a Dissenting minister was entitled to vote in respect of his occupation of a house provided for him by the Wesleyan Methodist Cenference. The law applicable to the case had been clearly laid down in *Hughes* v. *Overseers of Chatham* (5 M. & G. 54) and *Dobson* v. *Jones* (5 M. & G. 112), to the effect that if the claimant was merely allowed to occupy the house as part of the remuneration for his services, he must be considered to "occupy as tenant," and so would be entitled to vote; but that if he was required to live there for the performance of his duties he would occupy as servant rather than as tenant, and would not be entitled. This was of course a question of fact, which the revising barrister seemed incapable of finding intelligibly either one way or the other. The Court sent back the case to him once, but when re-stated it was little clearer than before. After this the judges stated the law applicable to the case, and then it was struck out of the list by consent. The case may probably not be reported, and it is to be hoped it will not, as it will only increase the confusion which exists at present from there being already three cases reported in the name of Gainsford. This arises from the practice of some revising barristers (one quite unauthorised by the statute) of allowing the agents to appeal in their own names. The next case on the list, *Wallis* v. *Birks*, added nothing to the law of general application, being merely a decision that certain land was under a deed and an Act of Parliament sufficiently attached to a perpetual curacy to enable the incumbent to vote. The point also, such as it was, was almost too clear for argument, and in this case the revising barrister's decision was affirmed. In the next case, *Allen* v. *The Town Clerk of Warrington* (16 W. R. 316), the Court again showed the disposition which has been so decided of late years, to hold good all proceedings under the Registration Acts, to which the objection is really of a formal character. An objector, in signing his name to a notice of objection, had described himself as on the list of voters for Golburne-street, in the borough of Warrington. It has been held repeatedly that the objector must show on which list his name appears, so that the person objected to may go to the particular list, without having to search them all, and satisfy himself that the person objecting to him is qualified to do so. Now, in Warrington there were three townships, for each of which there was a separate list, and therefore on the part of the voters objected to it was contended that the objector should have specified the township on the list of which his name appeared. The Court, however, held that if it was well known and understood in the borough that Golburne-street was in one particular township the objector had, by saying that he was on the list for Golburne-street, sufficiently described the township on the list for which his name might be found. This certainly is sensible, but it goes beyond anything the Court has held before, and will probably somewhat astonish old-fashioned election agents and revising barristers. The next case on the list, *Piercy* v. *Maclean*, was perhaps of more general application than any other heard this year. We have already referred to it by anticipation (*ante* page 69), and the Court has held in accordance with our view that in the case of a "counting-house" there is no necessity for structural severance in order to give a vote. This point always appeared to us sufficiently obvious: still we think that if it had been decided before *Cuthbertson* v. *Butterworth* last year, and the latter case had been properly argued, the result of the latter case might very probably have been different. It may now be taken that in the case of all the qualifying buildings specially mentioned in the Act of 1832 other than house—that is to say, warehouse, counting-house, and shop—there is no necessity that they should be separate buildings, but they may be part of a larger one. As it stands at present it might seem that *Cuthbertson* v. *Butterworth*, the case of the under-tenants in the Temple, was a decision that the further words "other building" meant other building *ejusdem generis* with house, but not *ejusdem generis* with the three following buildings specified. This certainly would be a curious decision, but we think that the Court did not mean anything of the kind, their attention not having been called to the point, and that they would not hold the case of *Cuthbertson* v. *Butterworth*, if it came before them again, as anything but a decision upon the qualification "house." *Piercy* v. *Maclean* involved a further point as to whether the rating was sufficient, the counting-house not having been separately rated, but the names of the claimants and of the landlord being bracketed together, and the rateable value of the whole house being set against their names. It was held that this was sufficient as a joint rating. But for the former case of *Wright* v. *Town Clerk of Stockport* (5 M. & G. 33), which is nearly identical and to the same effect, this would have been an important decision.

The two remaining cases, *Brumfit* v. *The Overseers of Liverpool* and *Greenway* v. *Hocking*, related to rights to vote for pews in chapels under special Acts of Parliament. In *Hinde* v. *Chorlton* (L. R. 2 C. P. 104) it was decided, after an elaborate argument upon the terms of an Act which appeared at first sight to confer a freehold interest in land on the occupiers of pews, that it did not do so, but only gave a right in the nature of an easement. In the cases of the present year the revising barristers had considered that the words of the Acts before them differed essentially from those in *Hinde* v. *Chorlton*, and allowed the votes. The Court, however, has held that no vote was given in either case. In one of the cases—that from Liverpool—the words certainly were very strong, and we think it may now be taken as a general proposition that there cannot under any circumstances be a vote for a pew.

On the whole it can scarcely be said that the registration cases of 1869-70 clear up many doubtful points in the law, although there are certainly several cases likely to be referred to as authorities in special and peculiar cases. It is unfortunate that the case of *Swarbrick* v. *Beswick*, which stood over for judgment from the previous year, has dropped without any judgment being pronounced. It was the case which raised the question of the deduction to be made from the annual value of premises in respect of instalments payable to a building society and charged upon the premises. The former cases upon this point (referred to 17 Sol. Jour. 140) are very contradictory, and we had hoped that in *Swarbrick* v. *Beswick* the Court would have laid down a rule which might have been generally acted on. The judges, however, appear to have been divided in opinion, and although the case had been once fully argued by Mr. Mellish and Mr. Manisty, they, after taking six months to consider their judgment, directed a second argument. By that time a new register had been formed, so that the decision of the case could have no practical effect, and could only be useful in settling the moot point of law. The parties do not appear to have been public-spirited enough to incur

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the expense of a second argument for so small a result to themselves, although we cannot help thinking that on applying to the various registration societies which must have to deal with the point in almost every county in England, they might readily have obtained subscriptions for the purpose. Eventually the case was struck out and no decision given, and although one of the parties afterwards wished the case restored and heard, the Court declined to do so. The point, therefore, remains still open for discussion in the registration courts.

Notwithstanding the small result of these appeals we fancy that the majority of the points upon which there was so much difference of opinion in 1868 may now be considered to be settled, though not by authority, by the discussion upon them having brought about a substantial agreement amongst revising barristers and agents. Upon points of practice, however, there will, as long as the present system continues, certainly be difference. We observe that the Government do not propose to legislate this session upon the report of the committee which sat last year and investigated the subject of registration of voters in boroughs. There is, however, to be a committee this session on registration in counties. This is certainly satisfactory, as the system is much more faulty in counties than in boroughs, though for political reasons the latter obtain more attention. We see no reason why a bill should not be passed next session putting the whole system on a satisfactory footing both in boroughs and counties, and without going the length of making such extensive changes as were recommended, at Mr. Vernon Harcourt's instance, by his committee last year.

RECENT DECISIONS.

EQUITY.

RAILWAY COMPANY—SCHEME OF ARRANGEMENT—30 & 31 VICT. C. 127.

Re Potteries, Shrewsbury, and North Wales Railway Company, L.J.G., 18 W. R. 155.

The Railway Companies Act, 1867, was intended to assist railway companies in debt and unable to meet their engagements, to provide funds for their liabilities, by means either of new capital or of loans. Previously to this Act a company which had exhausted its powers could only have obtained fresh powers by a special Act for that purpose.* The Act empowers the company to prepare a scheme of arrangement which, very much like an arrangement in bankruptcy, is binding on creditors where agreed to by a certain majority. The scheme is first filed in the Court of Chancery, and if it is assented to by the requisite majority of those persons interested, whose consent is necessary under the Act, the Court of Chancery can enrol it, after which it becomes binding as well on the dissenting minority as on the assenting majority. Sections 10—15 describe various classes of persons interested, of which a majority may bind the minority by assenting to a scheme. These classes are (1) holders of mortgages or bonds issued under the company's special Act; (2) holders of rent-charges and other payments charged on the receipts of the company in consideration of the purchase of another company's lines; (3) guaranteed or preference shareholders; (4) ordinary shareholders; (5) debenture-holders and shareholders in any company whose line is leased to the arranging company. Three-fourths in value of each of these classes can bind the minority, but unpaid landowners and general creditors are not mentioned in these sections: their consent is not necessary to the scheme, and they are not bound by it when completed (*Re Cambrian Railways Company*, 16 W. R. 353, L. R. 3 Ch. 295, in which decision the whole Act is carefully explained). Sections 7 to 9 are intended to ensure a little peace and quietness during the maturing of the scheme: under section 7 the Court may restrain any action against the company upon such terms as it thinks fit; and by section 9, after the announcement of the filing of the scheme in the *Gazette*, no execution or other process is to be available against the company except under special leave of the Court.

It was decided by Lord Cairns, in the *Cambrian Railways case*, that these provisions apply to the landowners and general creditors who cannot be bound by the scheme (except, of course, by their special individual assents). [Vice-Chancellor Wood had thought that section 23 of the Act excepted the landowners and general creditors from the operation of sections 7—9, upon which point his Honour's decision was overruled by Lord Cairns.] Lord Justice Giffard has decided in the present case that the provisions of sections 7—9 are merely *interim* provisions, and extend only to the interval between the filing and enrolment of the scheme. After enrolment persons within the five classes above-mentioned will of course be bound by the scheme. Any injunction against transgression of its provisions must then be obtained by bill filed. It is also decided in the present case that a debenture-holder who has obtained a judgment for the amount of his debt does not thereby cease to be a debenture-holder; he is therefore still a party who may be bound by a scheme.

It appears from the decision of Lord Cairns in the *Cambrian case* that the Court will only confirm a scheme, or restrain process against the company, if it considers the scheme a reasonable arrangement which has a probability of success. In *Re Somerset and Dorset Railway Company* (18 W. R. 332) Vice-Chancellor Stuart allowed "outside creditors"—*i.e.*, landowners and general creditors—to be heard in opposition to a scheme.

It may also be noted that whereas in *Bowen* v. *The Brecon Railway Company* (15 W. R. 482, L. R. 3 Eq. 541) Vice-Chancellor Wood held that a debenture-holder who issues execution can only do so as a trustee on behalf of himself and the other judgment creditors, this decision is now questioned by Lord Justice Giffard in the present case.

SPECIFIC PERFORMANCE—SUB-PURCHASER.

Fenwick v. *Bulman*, V.C.S., 18 W. R. 179, L. R. 9 Eq. 165.

NOTICE—SUB-PURCHASER.

McCreight v. *Foster*, M.R., 18 W. R. 509.

It may be regarded as a definite principle that a mere sub-purchaser is not a proper party to a specific performance bill filed by the original vendor, and cannot himself file a bill against the vendor, there being no privity between them (see *Cutts* v. *Thodey*, 1 Coll. C. C. 233, and *Chadwick* v. *Maden*, 9 Ha. 188). The rule, that by a contract of purchase the purchaser becomes in equity the owner, applies only as between the parties to the contract, and not to strangers to it (*Tasker* v. *Small*, 3 My. & Cr. 63). But if the vendor has recognised the sub-purchaser, the case is taken out of the rule. Thus in *Holden* v. *Hayn*, 1 Mer. 47, where one who had a contract of purchase assigned his interest under the contract and the vendor recognised the assignee by delivering the abstract of title to him and offering to execute him a conveyance, the vendor afterwards filing a specific performance bill against both the purchaser and his assignee, the bill was dismissed with costs as against the original vendee, and specific performance decreed as against the assignee. In the principal case of *Fenwick* v. *Bulman* the vendors had recognised the sub-purchaser by making him a party to their own bill for specific performance, after which the Vice-Chancellor held that they could no longer claim to be considered as strangers to his contract, and, therefore, unnecessary parties to his suit for specific performance.

* The company could (but only, of course, at a heavy discount) raise money by the issue of "Lloyd's Bonds," the holders of which would be entitled to rank as creditors of the company, to the extent to which the moneys so raised could be proveable to have been applied in satisfaction of claims actually recoverable from the company, but no further: *Vide* the *Cork and Youghal Railway Company's case* (18 W. R. 26).

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The Vice-Chancellor in this case expressed his disapproval of a *dictum* of Lord Cairns in *Aberaman Ironworks Company* v. *Wickens* (17 W. R. 211, L. R. 4 Ch. 111) as ill-founded, as drawing an ill-founded distinction between a suit for specific performance and a suit for rescission. In that case certain persons had, by arrangement between themselves and the vendor, an interest in the benefit of his contract, and Lord Cairns said that they were properly made parties to a suit for rescission, though they could not have been made parties to a specific performance suit. The Vice-Chancellor queries the distinction, *quoad hoc*, between a specific performance suit and one for rescission, and we agree with him that in general there must be none. In point of fact the circumstances in the case before Lord Cairns were so complicated and so special that it is highly inexpedient to take guidance from the *dictum* to which they gave rise. The Vice-Chancellor, in conclusion, states that the obvious equity of a sub-purchaser is clearly recognised by Lord Hardwicke in *Dyer* v. *Pulteney* (Barnardiston, 160). We take it as settled by the older cases that the equity of the sub-purchaser only arises when he has been recognised by the vendor.

Upon this latter point an important question arises as to the notice and recognition of the sub-purchaser by the original vendor. What amounts to recognition; what duty does notice cast upon the vendor who receives it?

In the second principal case of *McCreight* v. *Foster*, a vendor entered into an agreement to sell a beneficial lease attended with onerous covenants. The purchaser deposited his contract with a bank, as a security for an advance, and the bank promptly gave notice to the vendor. After this the purchase-money (or rather a balance of purchase-money then due), being tendered by the purchaser, the vendor, without further communication with the bank, conveyed to him. He conveyed to a purchaser without notice and then became bankrupt, and the Master of the Rolls decreed the vendor to recoup them the amount of their loss. It is clear from *Dyer* v. *Pulteney* (*supra*) that a sub-purchaser can only have a remedy against the original vendor, on the terms of placing himself in the original purchaser's shoes, and undertaking to carry out his contract; and it seems also clear, from *Lucas* v. *Commerford* (3 B. C. C. 166), overruling *Moore* v. *Greg* (2 Phil. 717), that an equitable assignee of a lease cannot be compelled to take upon himself the responsibility of an assignee out and out at the suit of the lessors. We fail to appreciate the grounds on which the latter cases were distinguished by Lord Romilly. Applying those cases to the present, the vendor could not have compelled the bank to take an assignment from him, and, on the other hand, they could have obtained no right as against him, unless the terms of standing in the original purchaser's shoes. We are informed that this case stands for appeal. We think that it may be affirmed on the ground that by completing without communication to them the vendor gave them no option of electing to stand in the purchaser's shoes. The Master of the Rolls' decision proceeds on this ground, and it is one which involves no practical hardship. It can hardly be considered unfair to say :—"The sub-purchaser has *primâ facie* no right against you unless he will offer to take the place of the original purchaser; but if you, after notice from him, deprive him of the option, you render yourself liable to him."

We think, however, that the Master of the Rolls has stated a rule too widely as to the effect of sub-contracts in general. The point involved in this case is one of much practical importance, and we shall look with interest for the appeal.

Legal meaning of "Beerhouse."

London and North Western Railway Company v. *Garrett* V.C.J., 18 W. R. 246, L. R. 9 Eq. 26.

A beerhouse, according to the Vice-Chancellor and "Burn's Justice," is a house where beer, &c., is sold by retail to be drunk on the premises, and a similar definition is found in the edition of 1845, which was the current edition at the time when the covenant not to use a house as a beerhouse was entered into, the alleged breach of which was the question in the suit. It was open to the plaintiffs to contend, on the authority of Webster's Dictionary, that a beerhouse is a place where beer is sold, whether to be consumed on the premises or not; but the question was, what was the legal, rather than the popular, meaning of the word; and there can be little doubt that the consumption of beer on the premises, with its attendant nuisances, is the evil against which such covenants are intended to guard. In *Pease* v. *Coates* (14 W. R. 1021) it was held that the sale of beer by retail, not to be drunk on the premises, was no breach of a covenant not to use the premises as a public-house for the sale of beer, wine, malt liquors, or spirits. In *Fielden* v. *Slater* (17 W. R. 485) Vice-Chancellor James held that the sale of wine and spirits in bottle by a grocer, as an agent of a firm of London wine merchants, was a breach of a covenant "not to use the house as an inn, public-house, or tap-room, or for the sale of spirituous liquors, wine or beer," where the concluding words pointed to a further restriction than that supplied by the words "not to use the house an an inn, public house, or tap-room." But in *Jones* v. *Bone* (18 W. R. 489), where the covenant was against exercising *the trade or calling* of a hotel-keeper, or *the trade or calling* of a seller by retail, it was held that the sale of wine and spirits in bottles not to be consumed on the premises, under 24 & 25 Vict. c. 21, s. 2, was no breach of the covenant, and the bill was dismissed, without prejudice to any question which might be tried at law. The distinction between the covenant not to sell, and the covenant not to exercise the trade of a seller by retail, is important. Upon the whole, it may be regarded as settled that the sale of liquors by retail, not to be drunk on the premises, is no breach of a covenant against using the premises as a beer-house or public-house. The meaning of the latter word, which is quite modern, was discussed in *Pease* v. *Coates*.

COMMON LAW.

Evidence of Negligence—Damage too Remote.

Smith v. *London and South Western Railway Company*, C.P., 18 W. R. 343.

In order to entitle a plaintiff to have his case left to the jury in an action of negligence, the plaintiff must, as a general rule, give affirmative evidence of negligence by the defendant. "When the evidence is equally consistent with either negligence or no negligence it is not competent for the judge to leave it to the jury to find either alternative, but it must be taken as amounting to no proof at all" (*Cotton* v. *Wood*, 29 L. J. C. P. 333). This rule is not without exception. In the case of an accident which can hardly happen without negligence, the accident itself may amount to *primâ facie* evidence of negligence, as in *Byrne* v. *Boodle* (12 W. R. 279), where a barrel of flour fell out of a warehouse in the defendants' occupation and injured the plaintiff. It was held that the occurrence of the accident raised a presumption of negligence against the defendants, and that the case should be left to the jury, although there was no further evidence of negligence. It is doubtful, however, how far this exception is likely to be extended (see *Scott* v. *The London Dock Company*, 13 W. R. 410).

In *Smith* v. *The London and South Western Railway Company* this rule requiring affirmative evidence of the defendants' negligence has not been fully followed out. The defendants cut grass, &c., on the banks of their line, in August, in very dry weather, and allowed it to remain there in heaps for about a fortnight. These heaps caught fire during a high wind, and the fire extended a long way and burnt the plaintiff's cottage at a considerable distance from the heaps. Immediately before the fire broke out two trains of the defendants' had passed the spot, and

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at the same time there had been some platelayers and other servants of the defendants' near the spot eating their dinners and smoking. There was no further evidence to show what set the heaps on fire. The case was left to the jury, who found a verdict for the plaintiff, and the question before the Court was whether or not the plaintiff ought to have been nonsuited. Bovill, C.J., and Keating, J. (Brett, J., dissenting), held that there was evidence to go to the jury.

It would seem that the evidence in this case was "equally consistent with negligence or no negligence" on the part of the defendants, for the fire might have been caused by persons not connected with the defendants, or by acts of the defendants' servants, for which they would not be responsible, as by sparks from their pipes (*Williams* v. *Jones*, 12 W. R. 1007). If this is so the case ought not to have been left to the jury (as the principle of *Byrne* v. *Boodle* appears not to apply), if the rule in *Cotton* v. *Woode* is to be followed. As, however, it was held that the case was properly left to the jury, it must be considered that there is now some doubt whether this rule will now be strictly observed.

Brett, J., dissented from the view taken by the other learned judges, not upon this ground, but because he thought the damage suffered by the plaintiff was, under the circumstances, too remote, as the immediate cause was the dryness of the weather, coupled with the high wind, rather than the burning of the heaps of grass. Brett, J., gives a somewhat singular reason for holding that the plaintiff's damage was too remote, viz., that the defendants, "as reasonable men, could not have foreseen the further contingency and combination that the fire" would burn the plaintiff's cottage as well as intervening ground. There is no doubt that damage, although caused really by a tortious act, may be so remote as not to be recoverable, but this is on the principle that the tortious act is not the immediate cause of the damage, or in other words, the damage is not the natural consequence of the act. If, however, the damage which has occurred is the natural conseqence of the defendant's tortious act, the defendant will be liable, whether or not he could have foreseen the actual damage as a probable result of his act. The principle that a defendant is only liable for damage which he might have foreseen applies to actions upon contracts, but not to actions of tort. This is clear, and it is to be regretted that carelessness of language in a judgment should seem to cast a doubt upon a question, where no doubt should exist.

COURTS.

COURT OF CHANCERY.

LORDS JUSTICE GIFFARD.

March 28.—*In Re Palmer; Ex parte Palmer.*

Bankruptcy appeal—Jurisdiction—Practice.

This bankruptcy appeal raised the question whether appeals in bankruptcy proceedings instituted in a county court before the 31st of December last should be made to this court or to the chief judge in bankruptcy.

The Lord Justice held that in such cases the appeals should be made to this court. Under the new Act the chief judge would hear appeals in cases instituted after the 31st of December last.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

March 28.—*Re Talmanson.*

Bankruptcy Act, 1869, *s.* 125, *rule* 230—*Injunction—Costs.*

The debtor in this case filed a petition for arrangement on the 19th inst., and on the 21st a receiver was appointed. He had carried on business in London as a grocer, and his stock-in-trade and fixtures were sworn to be of the value of £300. At the period of the petition being filed the debtor had been sued by several creditors, and it appeared that some of them were now in a position to issue execution; the debts amounted to about £2,000.

Brough for the debtor now moved, pursuant to notice, for an injunction restraining further proceedings in the several actions. He stated that it was important in the interest of the general body of the creditors that the property should not be sacrificed by a forced sale.

Mr. Piesse, solicitor for one of the creditors, said that issue had been joined in the action brought by his client, and the cause was now ready for trial. He asked that, in accordance with the ordinary practice at common law, his costs should be paid.

Mr. J. Scott, solicitor for another creditor, also asked that provision should be made for his costs.

The CHIEF JUDGE said that the injunction moved for would be granted, and, with regard to costs, all he could do was to reserve the question for future consideration. It was impossible for him to make an order for payment of twenty shillings in the pound upon the amount of the costs and to leave the other creditors the amount only of their dividend; he did not think he should be asked to make an order for payment of the costs in full.

Solicitors, *Reed & Lovell.*

Re Rogers.

Bankruptcy Act, 1869, *s.* 125—*Inaccuracy of list of creditors—Practice.*

Bagley, for the debtor, who had filed a petition for an arrangement, applied for the direction of the Court upon the refusal of Mr. Keene to register a resolution of creditors come to at a meeting of creditors held on the 24th inst., at Bangor, in Wales.

It seemed that the debtor had carried on business at three different places—one in London and two in Wales—as a slate merchant and slate quarry proprietor. The business of the debtor as a slate quarry proprietor was managed by his son with the assistance of a foreman, and the debtor himself was not personally acquainted with the names of certain of his creditors nor of the amount of their respective debts. When the notices were given calling a meeting of creditors the debtor inadvertently omitted the names of some twenty persons, whose debts amounted altogether to about £150, but it appeared that at the first meeting creditors whose claims represented an aggregate of £3,000 attended either personally or by proxy. An affidavit filed in support of the application explained the circumstances under which the notices were given, and showed that the omission of certain names had arisen through inadvertence, and the application to the Court was either to direct the registrar to receive the resolution of the creditors—which provided for the payment of ten shillings in the pound on the debts due—or to give leave to hold a meeting in substitution for that which had already taken place.

The CHIEF JUDGE was of opinion that an irregularity had occurred, and that it could only be corrected by holding another meeting, for which leave would be given, but notice must be given to the whole of the creditors, whether attending the former meeting or not. His Lordship was willing to believe that the error had occurred inadvertently, but the matter must be set right. If, at the substituted meeting, the resolution was again confirmed, there seemed to be no reason why it should not be registered.

Solicitors, *Chester & Urquhart.*

NOTICE.

The Chief Judge will not sit from the 30th March to the 19th April, both days inclusive. During that period all motions, &c., of a pressing nature must be made before the senior registrar in attendance at the court in Basinghall-street.

COUNTY COURTS.

SOUTHWARK.

(Before C. J. WHITMORE, Esq., Q.C.)

March 17.—*Carpenter* v. *The South Eastern Railway Company.*

Railway Company—Liability under 11 *Geo.* 4 *and* 1 *Will.* 4, *c.* 68, *s.* 1, *for lost parcel—Party to sue.*

Shortt for the plaintiff; *Willis* for the defendants.

The plaintiff, an attorney practising in the Temple, is agent for Mr. Gibson, of Dartford, and in the month of August last sent by the defendants' company a parcel containing law documents, amongst which were an award and a judgment paper which he (Mr. Carpenter) had been using in the capacity of London agent.

The papers were never delivered to the consignee, and the plaintiff demanded of the company the sum of £9 12s. for

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copies, and £3 3s. for attendances and expenses incurred in obtaining the same. The company refused to satisfy this demand, as they contended the parcel was over the value of £10, and no additional charge was paid on booking, as directed by the above section of the Act.

Mr. Carpenter subsequently issued a plaint for £9 12s. only, for making copies of the papers.

Three points of law were argued: first, who was the right party to sue, the consignor (Mr. Carpenter) or the consignee (Mr. Gibson); second, what was the meaning of "value" in section 1 of the Act; and, third, what is a "security for money" under the same section.

Willis, for the company.

Shortt, for the plaintiff, cited *Freeman* v. *Birch*, 32 L. J. Q. B. 492n., and *Sargent* v. *Morris*, 3 B. & A. 281. Secondly, that the sum of £9 12s. which had been paid for the copies was the "value" of the lost documents, and that the charge for attendances, &c. (which were not inserted in the plaint), were professional "costs" of the plaintiff, and could not be estimated as part of the "loss" sustained; the question was, the value when booked, and not the damage that an owner would incur in replacing what was booked. Thirdly, that the words "securities for money" were to be taken *ejusdem generis*, and the intention of the Legislature could not have been that the section should apply to all agreements or orders for payment, and that even if the award ever had been a "security," as the money in dispute had been paid, the stamped document had lost its pecuniary nature; he, therefore, contended that as the parcel was under the value of £10, the plaintiff had acted in compliance with section 1 of the statute, and was entitled to his claim against the company with costs.

March 23.—Mr. Whitmore delivered the following judgment.—This was an action for £9 12s., the asserted value of a parcel containing law papers sent by the South Eastern Railway Company and lost. A question as to the right of the plaintiff to sue was raised, as I presume, for a different purpose than that of merely defeating the present action, but I may dispose of it by saying that, as I think the plaintiff was the party contracting with the carrier and having a special property in the goods sent, he was entitled to sue; and there remained the more important question in the case, viz., what was the value of the law papers or "writings" which were lost? The company, seeking to avail themselves of the Carriers Act, contended that their value exceeded £10, and, of course, the duty lay on them of establishing that excess. To do so they adopted as a measure of value the probable cost of the original production of these documents. The plaintiff, on the other hand, contended that the true measure was the cost of replacing them by exact equivalent. As a fact, it was shown that such equivalent had been produced at a cost below £10, and I am of opinion that the criterion proposed by the defendants is a fallacious one, and that proposed by the plaintiff one more reasonable and satisfactory. The articles in question are things of no intrinsic or general value. They are of value more or less to the owner only. They were produced to serve a particular purpose, and, that purpose accomplished, their value would in a great degree cease. This consideration alone would negative the fitness of the measure or test put forward by the defendants. On the other hand, as these papers were of value only to the owner, and copies would be of equal value to him, the cost of such copies better represents what he has lost than the cost of the originals themselves.

Judgment for plaintiff: costs.

Attorneys for the plaintiff, *Makinson & Carpenter.*

Mr. Justice Willes recently, in sentencing two prisoners prosecuted and convicted under section 221 of the Bankruptcy Act, 1861, expressed his opinion of the inadequacy of punishments under the old Act. Two prisoners were indicted for concealment of several hundreds of pounds' worth of property at the time of their bankruptcy; and a third prisoner was indicted for aiding and abetting. Mr. Justice Willes, in passing sentence, regretted that the offences had been committed while the Bankruptcy Act of 1861 was in force, as it limited his power of sentencing the prisoners to a punishment adequate to their guilt. He could only give them twelve months' imprisonment with hard labour; but were the new Act in force he could have dealt with them more in accordance with their deserts.

APPOINTMENTS.

Mr. George Philippo, barrister-at-law, has been appointed Attorney-General for the Colony of British Columbia, in succession to Mr. H. P. P. Crease, promoted to be a Puisne Judge of the Supreme Court. Mr. Philippo was called to the Bar at the Inner Temple in January, 1862 (certificate of honour). In 1868 he was appointed to succeed Mr. Huggins as Queen's Advocate at Sierra Leone, on the west coast of Africa.

Mr. Henry Stewart Cunningham, M.A., barrister-at-law, has been appointed, by the Government of India, to officiate as a Judge of the Chief Court of the Punjab, during the absence of Mr. C. Boulnois. Mr. Cunningham was educated at Trinity College, Oxford, where he graduated M.A. in 1856, and gained the prize for the English essay in the following year. He was called to the bar at the Inner Temple in June, 1859, and formerly went the Home Circuit. He has been Law Adviser to the Government of the Punjab since 1866.

Mr. Frederick J. Fegen (R.N.), of Lincoln's-inn, barrister-at-law, has been appointed Naval Counsel to H. R. H. the Duke of Edinburgh.

Mr. John Burder, solicitor, of Manchester, has been appointed Legal Secretary to the Right Rev. James Fraser, the newly-consecrated Bishop of Manchester. Mr. Burder took out his certificate, as an attorney and notary, in Trinity Term, 1841; he was for some years secretary to the late Bishop Lee, and fills the office of registrar of the diocese.

Mr. William Chater, solicitor, of Lowestoft, has been appointed, by the Board of Inland Revenue, Distributor of Stamps for the Lowestoft District, in the room of Mr. R. Morris, deceased. Mr. Chater, who was certificated as a solicitor in Michaelmas Term, 1851, is also Registrar of the County Courts for the Lowestoft District.

Mr. Charles Newman, of Barnsley, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the West Riding of the county of York.

GENERAL CORRESPONDENCE.

The Revestment of Mortgages Bill.

Sir,—As Mr. Dodd's Bill for Facilitating the Re-vesting of Mortgaged Estates seems to be passing through the House of Commons without being opposed or even discussed, perhaps you will allow me to point out shortly some of the principal defects in and objections to the measure. It is proposed to enact that if any person competent to give a discharge for the moneys for the time being due on any mortgage or other security shall by some writing acknowledge or declare that the same have been paid or satisfied, then and thereupon the hereditaments comprised in such mortgage or other security shall be held for the same estates and interests and in the same manner and right in all respects as the same would have been held had such mortgage or other security never been made.

1. It is not unusual for the legal estate in a mortgaged property to have been conveyed to the mortgagee by some previous mortgagee who is paid off, or by some previous owner from whom the mortgagor had purchased it. In all cases of this kind the effect of an acknowledgment by the mortgagee that the debt was satisfied would be to revest the property in the previous mortgagee or owner, and not in the person entitled to the equity of redemption. This would be rather inconvenient.

2. Suppose that a mortgagee has, under a power of sale, conveyed part of the mortgaged property to a purchaser and afterwards acknowledges that the whole debt is satisfied, the property conveyed to the purchaser will revest in the mortgagor or other the person who would have been entitled if the mortgage had never been made. This is a startling result, but it seems to be a necessary deduction from the language of the bill. The revesting takes effect upon all the hereditaments comprised in the mortgage, *i.e.*, all those described in and conveyed by that deed, and is not limited to the hereditaments remaining vested in the mortgagee: and the principle that no man can derogate from his own grant cannot be extended to prevent a mortgagee from making a statement perfectly true and innocent in itself,

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merely because it will have the indirect effect of defeating a conveyance he has made. The bill, if passed in its present shape, will make it impossible for a mortgagee to convey a safe title to a purchaser under his power of sale, except with the concurrence of the mortgagor and his subsequent incumbrancers.

3. On a subsequent investigation of the title it would be impossible to ascertain whether the person who had acknowledged that the mortgage debt was satisfied was competent to give a discharge for it. If a mortgage debt is on the face of the mortgage deed payable to A., but, in fact, A. is a trustee for B., and B. gives the mortgagor notice not to pay the debt except to himself, A. would not be competent to give a discharge to the mortgagor for the mortgage debt, and therefore an acknowledgment signed by him would not as it seems to me, have the effect of revesting the mortgaged hereditaments, and the legal estate would remain outstanding in the mortgagee. According to the present law a subsequent purchaser has only to see whether on the face of the title-deeds the mortgage debt appears to have been paid to the proper person. The possession of the legal estate, of which the perusal of the title-deeds can make him almost absolutely certain, will protect him from any equitable claims of which he has no notice. Mr. Dodds' bill will make his possession of the legal estate itself dependent upon whether the person apparently competent to give a discharge for the mortgage debt really was so, a matter which it is impossible for a subsequent purchaser to ascertain.

Some of the serious defects I have pointed out could probably be remedied without giving up the principle of the bill, but whatever improvements may be introduced, it seems to me that such a bill must necessarily greatly increase the risk of concealed incumbrances. At present a purchaser taking a conveyance from a first mortgagee in possession of the title-deeds and the mortgagor, without notice of any other incumbrances, may feel morally certain that he has the legal estate and cannot be attacked by subsequent incumbrancers. But if the proposed bill should become law, a purchaser taking a conveyance from the mortgagor, and obtaining from the mortgagee an acknowledgment that his debt is satisfied, will have no security except the mortgagor's honesty against the existence of a concealed second mortgagee. Such a second mortgagee would not be entitled to the title-deeds, but on the first mortgage being satisfied he would get the legal estate. Under the present law the possession of the title-deeds usually shows where the legal estate is, but under the new law it will be impossible to ascertain this. H. R. D.

[We have already noticed some objections to this measure.—ED. *S. J.*]

VENDOR AND SUB-PURCHASER.

Sir,—The case of *McCreight* v. *Foster* reported in the last number of the *Weekly Reporter* opens some questions very important to conveyancing practitioners. Suppose a vendor contract to sell land in fee-simple for a deposit down, the rest of the purchase-money to be paid for in one or more instalments, with powers of re-sale in default, &c. And suppose that the purchaser contracts to sell or let the land in say 100 or 1,000 lots for building, to be paid for, say when houses finished or otherwise, and that the 100 or 1,000 sub-contractees give vendor notice of their contracts—what rights against vendor do they gain? Can they all insist on notice from vendor to them before he completes the purchase with his purchaser? And how far can they, if they receive such notice, stand in the way of the completion of the original contract? If so, must these notices be served by hand or merely posted?

Or to gain any right must not the sub-contractees attend, and tender vendor the money, and perhaps a conveyance at the time fixed in vendor's contract; or, at any rate, offer to put himself in purchaser's shoes (*Dyer* v. *Pulteney*, Barnardiston, 160).

Further, suppose the property sold were a leasehold burthened with covenants. It might be that vendor was willing to sell and convey to his contractee because he could rely on the sufficiency of the latter's covenant to indemnify against rent and covenants, but that he would by no means accept the sub-contractee's covenants. What, in this case, are the sub-contractee's rights against him?

There might also be questions as to covenants running with the land. The case of *Fenwick* v. *Bulman* (18 W. R. 179, L. R. 9 Eq. 165) seems to show that a sub-purchaser can have no rights against original vendor unless the vendor has recognised him—follows in fact *Dyer* v. *Pulteney*.

If *McCreight* v. *Foster* is rightly decided, a new condition of sale may be wanted to defend vendor against purchaser cutting himself into equitable payments. At common law of course, no transfer of contract (in its entirety even) for purchase would be noticed.

Again, take the common case of a contract to grant a lease to a builder, and a deposit of that contract with his creditors, or a dozen liens given on it, and notice of them given to lessor. How far can lessor, without his own consent, be encumbered as to the fulfilment of these dealings? It is not unusual in such a case to obtain from lessor a promise to the creditor to give him notice of completion of contract before the creditor will advance the money. But is this promise unnecessary?

The case we refer to seems also to raise another point, bearing more on the relief given in equity. Assuming the sub-contractor to be entitled, as in *McCreight* v. *Foster*, to relief equivalent to damages from vendor for having conveyed to his own contractee without notice to sub-contractee, is not vendor entitled to relief over against his original contractee, and should not the decree be against the contractee in the first instance, with remedy only against vendor if he is in default? I understand that the case referred to stands on appeal. X. Y. Z.

COUNTY VOTING.

Sir,—The owner of a long leasehold house in Middlesex of the nett value of, at least, £60 per annum, desires to be rated for the relief of the poor in respect of it, but at the same time to obtain, by means of this property, votes for the county for two sons.

Can any of your readers inform me how the desired object can be effected. The lodger clause seems inapplicable.

T. G. S.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 28. —The *Peace Preservation* (*Ireland*) *Bill* was read a first time.

March 29.—The *Peace Preservation* (*Ireland*) *Bill*.—Lord Dufferin moved the second reading. He expressed deep shame and sorrow at the necessity; but while convinced that powers were needed, he believed that the bulk of the Irish people, being genuinely loyal, the powers in question, though carefully guarded, would be sufficient to restore order.—The Duke of Richmond pointed to the charges of the Irish judges as a justification of the measure: he approved its provisions, especially the press clauses, regretted earlier action had not been taken, and hoped the measure would be vigorously enforced.—Lord Oranmore attributed the present state of Ireland in a great measure to the speeches made by members of the present administration, and lamented the Irish policy of the Government at some length.—Lord Lurgan was sure of the necessity for the bill, and hoped that cessation of the illegal acts it was aimed at would soon make it a dead letter.—Lord Derby said that, though the action came somewhat tardily, it was not one whit too strong, the press clauses particularly. He thought unanimity should no longer be required of Irish juries.—Lord Kimberley justified the delay by the superior importance of the Land Bill, the statistics of the crimes in question, and the unanimity with which the bill had now been received. He approved of the proposal as to juries, but it was unfit for a merely temporary measure.—Lord Salisbury said the chief defect of the bill was that it struck only at the Fenians, and not at the Ribandmen, who were driving capital from Ireland. Abolish the necessity for jury unanimity, and the secret assassin would be robbed of his security. No remedial measures would suffice by themselves. Ireland was now worse than ever after 100 years of such. The fact was that the population of many districts, being low in the scale of civilisation, must be made to fear the law before they would love it.—Earl Granville would like to hear the Duke of Richmond and the Earl of Salisbury argue out the jury question together. He doubted whether the suggestion could be applied to Ireland, and not at the same time to England. The bill aimed at agrarian outrage as much as

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Fenianism. It was not the fact that the Government were just awakening from a delusive belief in remedial measures. Remedial legislation would do its work in the long run.

The bill was then read a second time.

The *Peace Preservation (Ireland) Bill*—Committee.—Earl Clanricarde was surprised at the number of Government amendments announced; he disapproved the turning the Irish police into a *quasi*-military force ill adapted for detecting a crime.—Lord Dufferin said the Irish police had shown much skill. They were to be aided by a good detective force if possible.—Lord Dufferin added another clause empowering the Lord Lieutenant to revoke licences to carry arms in proclaimed districts.—The press clauses were amended in order to render newspapers printed out of Ireland seizable there if containing seditious matter.—Some other slight amendments having been made, the report was received, and the bill read the third time and passed.

Attorneys and Solicitors (Ireland). The Lord Chancellor had a request to make to Lord Chelmsford, who had given notice of his intention to move an address that evening for the appointment of a commission to inquire into the statements contained in a petition from certain solicitors and attorneys in Ireland, in regard to fees levied from them by the Hon. Society of King's Inn, Dublin. It appeared to him that some of the statements of the petition, if they could be substantiated, would demand inquiry. At the same time, he had felt it his duty to communicate with persons who had more information than he could possess on the subject,—namely, those connected with the profession in Ireland; and he found that it was desirable and also that it was desired on the part of certain of the benchers in Ireland, and especially by the law officers, and, he believed, also by some of the judges, that some opportunity should be given them to look into the matter. He, therefore, hoped his noble and learned friend would not proceed with his motion until a reasonable time was allowed for seeing whether there was any answer to be made to the *primâ facie* case set forth in the petition.

Lord Chelmsford had no other wish than that the House should come fully prepared to deal with the question he had to bring forward, and he at once yielded to the request made to him to defer it for the present.

HOUSE OF COMMONS.

March 25.—The *Peace Preservation (Ireland) Bill* (Committee).—Clause 27 (Press). The House resumed the consideration of Mr. Bouverie's amendment to omit the description "seditious" from the definition of publications which were to be declared forfeited to the Crown. After a long debate the amendment was negatived by a majority of 333 to 56. The clause was finally carried by a majority of 255 to 29. In clause 30 the time for bringing an action for an excessive and improper seizure was extended from fourteen days to two months. Clause 31 was omitted. With these exceptions clauses 28—36 were agreed to with verbal amendments. Clause 37 (Grand juries empowered to present compensation for damage done by outrages) was passed provisionally only, to be amended upon the report. Clause 38 (Assessment of the damages on occupiers). An amendment to charge it similarly to the county cess was rejected by a majority of 43 to 34.—Mr. Maguire proposed a clause requiring three notices to be given to newspaper proprietors before seizure under the press clauses.—The Solicitor-General agreed to one notice, but Mr. Maguire pressing his clause to a division, it was thrown out by a majority of 105 to 18.

March 26.—The *Peace Preservation (Ireland) Bill* (Report of Amendments).—The Solicitor-General for Ireland substituted for clause 27 a clause providing that a warning should be given to newspaper proprietors before seizure, to be given between 8 a.m. and 6 p.m., with the same security for personal service as in ejectment cases. The Solicitor-General for Ireland also added to clause 29 of the bill a clause providing that chattels seized should be detained till the determination of an action by the proprietor, to be restored on a verdict in his favour; and such restoration to be considered by the jury towards mitigation of damages. A proviso was added by the Solicitor-General for Ireland, on the suggestion of Mr. Bouverie, providing that no copy of a newspaper printed before the Act should be receivable in evidence in favour of a seizure. Clause 38 was, after all, amended so as to render the compensation for damages leviable in the same manner as the grand jury cess, instead of on the dwelling-houses.—The standing orders having been suspended, the bill was read a third time and passed.

The *Churchwardens Eligibility Bill* was read a third time and passed.

March 28.—The *Irish Land Bill* (Committee).—Clause 1 (Ulster cusom). An amendment by Mr. Headlam intended to facilitate the extinction of the custom by arrangement and providing for the filing of a memorandum of such extinction in the Landed Estates Court, was negatived without division.—An amendment by Mr. Samuelson proposing to legalise all other agricultural customs, besides the Ulster tenant-right custom, was rejected by a majority of 325 to 42.—The debate then proceeded upon the question of defining the Ulster custom. On the suggestion of Mr. Cross "usages" was substituted for "usage."—A definition proposed by Mr. Johnston, defining tenant-right as a right of continued occupation on the payment of the rent stipulated or determined by fair valuation, or as the right of the tenant to sell his interest to a solvent incoming tenant to whom a landlord shall not make a reasonable objection, was objected to by Mr. Chichester Fortescue as not so much a definition as the creation of new customs, and implying a Government valuation of rent. The amendment was rejected by 318 to 39. On Mr. Fortescue's motion the words were omitted from the clause which limit the custom to compensation to be made or allowed on account of the outgoing tenant of a holding, and several other verbal amendments were made. The first paragraph of the first clause having been completed, progress was reported.

March 29.—*Monastic and Conventual Institutions.*—Mr. Newdegate moved for a select committee to inquire into the existence, character, and increase of conventual and monastic institutions or societies in Great Britain, and into the terms upon which income, property, and estates belonging to such institutions or societies, or to members thereof, are received, held, or possessed. After some debate the motion was carried by a majority of 131 to 129.

County Court Buildings.—A bill by Mr. Ayrton to place these buildings under the control of the Commissioners of Public Works, transferring also to them the property of the courts, was read a first time.

March 30.—The *Felons' Property Bill.*—Mr. C. Forster moved the second reading. He said its principle had received the approval, among others, of Chief Justice Whiteside, the Chief Baron of the Exchequer, and Vice-Chancellor Malins. The species of civil death inflicted in England on all felons was peculiar to this country. In other countries the convict was allowed to dispose of his property, even in those cases in which a capital sentence had been carried into execution. Why, because the offender was punished, should the innocent be compelled to suffer. There were many misdemeanours for which the sentences passed were heavier than for the majority of felonies, and yet no inconvenience arose from leaving persons convicted of the former class of offence the control of their property. When prisoners sentenced for some trifling larceny were obliged to hand over any money they might have about them to the Crown, instead of leaving it for the support of their wives and families, a feeling of sympathy instead of reprobation was excited in their favour. It was indeed contended that the Crown, upon proper representations being made to it, was ready to forgo its rights in such cases; but even if that were literally the fact, it furnished no good reason why a law which was a blot on our jurisprudence should be allowed to continue. Of £1,200 forfeited to the Crown in 1864 £490 had been returned, while out of a sum of £1,589 forfeited in 1868 £1,112 had been returned; and was it desirable for so small an amount that a right which operated very offensively should be maintained?—Mr. O. Morgan supported the measure on the ground that the existing law was totally unsuited to the requirements of the present day. No doubt the bill touched upon a question of great magnitude; but on the principle that half a loaf was better than no bread, he would accept it with pleasure rather than wait for a comprehensive measure.—Mr. Jessel heartily supported the bill. Practically the law was not always enforced, and when enforced it came in the nature of a fine, not regulated by the enormity of the offence, but by the amount of property the convict happened to possess. Remarking upon the old law under which the King took the felon's lands for a year and a

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day on the plea of corruption of blood, which disabled a man's heirs from succeeding him, he remarked that this corruption of blood had been limited by an Act of George IV. to cases of treason and murder, and it was now quite time it was altogether done away with. He also suggested the adoption of the practice in vogue in some foreign countries, of giving compensation to persons robbed, out of the effects of the thief, if he had any, instead of limiting the restoration to the actual stolen property or the proceeds from it; and, besides this, he recommended that compensation should be given to a person on account of personal injuries received at the hands of the felon, the jury fixing the amount, and leaving it to the prosecutor to levy the amount on the felon's goods. But provisions should be inserted in the bill forfeiting a Government pension in the case of felony, and rights of citizenship also, so that no convict could be returned to sit in Parliament. For the better consideration of these points he recommended that the bill be referred to a select committee.

Mr. Bruce approved the bill, and promised that the Government would facilitate its progress. He joined in the proposal to refer it to a select committee, and thought the suggestions as regarded compensation contained in the Government Bill of 1865 would form a good basis of operations on that head. It was questionable whether provisions preventing felons sitting in Parliament would not unnecessarily encumber the bill; but he trusted that the clauses of the measure would be so concisely framed that as little as possible would be left to the discretion of Ministers of the Crown in carrying out its provisions.

The bill was read a second time and ordered to be referred to a select committee.

The *Party Processions (Ireland) Bill* was read a second time.

The *Medical Acts Amendment Bill* was withdrawn on the understanding that a Government Bill would shortly be introduced in the Upper House.

The *Attorneys and Solicitors' Remuneration Bill* (Committee).—Clause 1.—Sir F. Goldsmid said many members who took an interest in this question had left the House, supposing that a bill of such importance would not be brought on at that time (after 5 o'clock). He, therefore, moved to report progress. — Mr. Hinde Palmer said the hon. and learned member for Richmond (Sir R. Palmer) had gone carefully through the bill and entrusted him with his amendments; the Solicitor-General had also carefully considered the measure, and the bill was regarded by these learned gentlemen as perfectly fair.—The amendment having been withdrawn, Sir F. Goldsmid said this clause raised the whole principle of the bill, and all were interested in having the law officers of the Crown present. He never heard so large a change in the law based upon so slender a ground. It was said it would be easy for attorneys and clients to make their own bargains; but his impression was that it was better to have a fixed scale of charges, and that the plan now proposed would tend very much to the damage of the public and the benefit of the profession.—Mr. Bruce said the bill had been most carefully considered both by the Attorney and Solicitor-General. The clause was agreed to, as were clauses 2, 3, and 4, with some slight amendments. Clause 5.—Sir J. Trelawny moved the addition at the end of the clause of the following proviso:—"Provided always that whenever a solicitor holds deeds or securities on behalf of a client, such solicitor shall not be entitled to retain such deeds or securities until his costs shall be paid."—Mr. Bruce thought that, although the amendment involved a very important question, and one worthy of consideration, it ought not to be accepted without due notice. He would, therefore, suggest that the hon. baronet should defer it till the report. —Sir J. Trelawny said his reason for proposing the amendment was because—as he was informed by a barrister—a solicitor who held a client's title-deeds or securities in a fiduciary capacity was sometimes able to use his possession of them as a sort of screw by which to make the client pay him an unjust bill.—Mr. M'C. Downing said that was quite impossible. By the present law, if a solicitor got the title-deeds of his client as a trustee he held them as a trustee, and if he did business with the client in reference to any particular deed he had a lien on that deed, but on no other, for his costs. The law had been so distinctly laid down on that point that it was unnecessary to argue the question.—Mr. O. Morgan said that if a man delivered a deed to a solicitor in a fiduciary capacity the solicitor would stand in the same position as any other trustee, and would certainly not have a lien on the deed for his charges; but if the deed were delivered to him in the course of his professional business, he would certainly have the right to retain the deed as a guarantee until his charges were paid. In that respect, however, a solicitor only stood in the same position as any trader or artificer in an analogous case. A watchmaker to whom a watch was sent for repair had a right to retain it till his debt was paid; and, again, the person to whom a literary composition was delivered by the author for the purpose of revision had a right to retain the composition until he had been remunerated for his labour.—Mr. Watkin Williams said Sir J. Trelawny had been misled. There was not the slightest pretence for raising any anxiety in the mind of anybody on that question. Deeds delivered to a fiduciary could not be retained as security for a bill, whether such bill was just or unjust. If delivered to a solicitor in the ordinary course of professional business, the solicitor could retain them as a lien for a just bill for work done, and no more. It was long ago decided in the case both of lawyers and of bankers that if documents of value were delivered into professional hands, unless they were delivered upon such terms that it was understood there would be a lien upon them, they must be given up.—Mr. Young pointed out that the lawyer, in fact, did not stand in as good a position as other persons in that matter. The jeweller could detain his customer's watch, and the only remedy the customer had was to bring an action to recover possession; whereas if a solicitor detained his client's deeds the client could get his bill taxed by the Court, and immediately his taxed charges were paid the attorney might be struck off the rolls if he detained the deeds.—Mr. G. Gregory also objected to the amendment on the ground that its principle, if good, would extend to every trade and profession in which the relations of principal and agent existed. The hon. baronet, if he wished to legislate on the matter, should bring in a bill dealing with it generally, and not seek to confine it to a particular class.—Sir J. Trelawny denied the assumed analogy between the position of the solicitor and that of the banker in the case supposed by previous speakers, and asked what the Home Secretary meant by saying—as he did at the beginning of the discussion—that was a very large question, and one well worthy of consideration. Would he deny that there was something in connection with that amendment which really ought to be dealt with?—Mr. Bruce ventured to say that the larger the question the more important it was that notice should be given of the intention to raise it. In the presence of so many learned members he would not presume to offer any opinion of his own as to the necessity of an alteration in the law of lien; but the matter certainly ought not to be dealt with hastily.—Mr. Alderman Lusk complained of the Home Secretary for first acknowledging the importance of the amendment, and then pooh-poohing and wanting it to be put off till the report—the meaning of which they they all knew. He regretted the absence of the law officers of the Crown, and rather distrusted the guidance of hon. and learned gentlemen on a matter in which they were, perhaps, not the most disinterested authorities.—Mr. Hinde Palmer hoped the amendment, which proposed an alteration in a law that had existed for ages and was founded on the soundest principles of equity, would not be pressed at that stage, and that the bill would be allowed to proceed.—The Solicitor-General for Ireland fully agreed with what had fallen from the various learned members who had spoken as to that amendment, which proposed by a sidewind, and without notice to the House or the legal profession, to abolish the entire law of lien as far as solicitors were concerned. He trusted the amendment would be postponed till the report, and then be disposed of in a very summary manner.—Sir J. Trelawny thought it would, perhaps, be beneficial if the further progress of the bill were delayed for two or three days.—Mr. Rathbone said the measure had already been repeatedly postponed, and it was hardly fair to expect it to be put off again. The amendment was then negatived by a majority of 95 to 10, and the clause agreed to. On clause 6, Sir J. Trelawny proposed to add to the end of the clause the following proviso:—"Provided always that every claim of a solicitor shall be recoverable only if made within one year of the time when the work was done in respect to which such claim is made." Mr. Alderman Lusk moved that the Chairman report progress, which was agreed to, and the House resumed.

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The *Survey of Great Britain, &c., Bill*, and the *County Courts (Buildings) Bill* were read the second time.

The Neutrality Laws.—In reply to Mr. Gregory, Mr. Otway said the Government wished to bring in a bill based on the recent report of the Royal Commission, but it was impossible to deal with so important a subject this session.

The *Irish Land Bill*—Committee.—Clause 1 reserved.—Mr. Corrance moved an amendment to secure that when the landlord has bought out his tenant's right under the Ulster custom, the holding shall not fall under the provisions of the 3rd clause.— Mr. Gladstone and Mr. Chichester Fortescue opposed the amendment, saying that every tenant must be protected either by the Ulster custom or by statute, and wherever the custom is extinguished—no matter by whose act—the tenant must come under clause 3. —Mr. Hardy said that the landlord might have to compensate the tenant twice over.—Mr. Gladstone said under the Equities Clause the Court would prevent any such injustice. Ultimately the amendment was negatived by 133 to 78. —Mr. William Johnston moved an amendment, providing that an Ulster tenant may transfer himself to clause 3 on giving up his rights under the custom. This was accepted by the Government, with the modification that the transfer shall be with the consent of the Court, that the choice once made must be adhered to, and that his holding shall for ever after be taken out of the Ulster custom.—Mr. M'Lagan proposed to add at the end of the clause a provision for the extinction of the Ulster custom by a lease for thirty-one years. The proposal was rejected by a majority of 176 to 140.—Clause 1 was then agreed to, after some abortive deprecatory observations from Mr. Charley. Clause 2, (customs out of Ulster).—Mr. Gladstone proposed to add the following :—"If in the case of any holding not situated in the province of Ulster it shall appear that a usage prevails which in all essential particulars corresponds with the Ulster tenant-right custom, it shall in like manner, and subject to the like conditions, be deemed legal, and shall be in force in manner provided by this Act." After some discussion, progress was reported.

OBITUARY.

MR. JOSEPH PAYNE.

We have to record the death of Mr. Joseph Payne, Deputy-Assistant Judge of the Middlesex Sessions, who expired suddenly on the 29th March, at West-hill, Highgate, aged 73 years. The deceased gentleman was a son of the late William Payne, Esq., by Jane, daughter of Lucy Berry, a descendant of Oliver Cromwell ; he was therefore elder brother of Mr. Serjeant Payne, judge of the Southwark Court of Record, and coroner of London and Southwark. Mr. J. Payne was educated at St. Edmund's Hall, Oxford, of which institution he was a gentleman commoner ; he was called to the bar at Lincoln's-inn in June, 1825, but afterwards migrated to the Middle Temple. For many years he enjoyed a considerable practice at the Central Criminal Court, and also attended the Westminster and Middlesex Sessions. In May 1859, he was appointed, by Mr. R. Pashley, Q.C., then Assistant Judge of the Court of Sessions of the peace for the county of Middlesex, to be Deputy-Assistant Judge of that Court, in succession to Mr. Witham, who had been appointed by Mr. Serjeant Adams, the previous Assistant Judge. Since 1860 Mr. Payne had been deputy to Sir W. H. Bodkin, with whom he resided at Highgate, and continued to discharge his duties at the Clerkenwell Sessions house up to the day previous to his demise.

MR. W. COTHER.

Mr. William Cother, barrister-at-law, expired at Dinan, in France, on the 20th March, in the fifty-seventh year of his age. Mr. Cother was called to the bar at Lincoln's-inn in November, 1840, and formerly practised as a conveyancer on the Oxford Circuit, and at the Gloucester Sessions.

MR. H. H. DIXON.

Mr. Henry Hall Dixon, Barrister-at-Law, died on the 16th March, at Warwick Gardens, Kensington, in the forty-seventh year of his age. Mr. Dixon was called to the Bar at the Middle Temple in May 1852, and for some years went the Midland Circuit, also attending the Leicestershire and Northampton sessions, he also more recently practised at the Central Criminal Court. Mr. Dixon was well known in sporting circles as "The Druid," under which cognomen he wrote "Silk and Scarlet," "The Post and the Pillock," "Field and Fern," and "Saddle and Sirloin."

MR. H. C. HERRIES.

Mr. Herbert Crompton Herries, Barrister-at-Law, died at Bonchurch, Isle of Wight, on the 19th March, at the age of forty-three years. He was the eldest son of the late Lieutenant-General Sir William Lewis Herries, C.B. (who was for some time chairman of the Board of Commissioners for auditing the public accounts). His grandfather was the late Colonel Herries, who was among the first to set the example of raising volunteer companies during the last French war ; and his uncle was the late Right Hon. J.C. Herries, private secretary to Mr. Perceval during the greater part of his administration. Mr. H. C. Herries was called to the Bar at the Inner Temple in June 1856, and had practised as an equity draughtsman and conveyancer.

MR. A. EVANS.

The late Mr. Alfred Evans, solicitor, who died at the Parade, Monmouth, after a short illness, on the 23rd March in his thirty-eighth year, was the younger son of Thomas Evans, Esq., M.D., of Gloucester. He was certificated as a solicitor in Michaelmas Term 1855, and was junior partner in the local firm of Powles & Evans.

MR. J. F. CORBETT.

Mr. John Fletcher Corbett, Attorney-at-law, died at Ledbury, Herefordshire, on the 11th March. Mr. Corbett was certificated as a solicitor in Michaelmas Term 1836, and for a long period practised in the city of Worcester, but settled at Ledbury a few years back.

SOCIETIES AND INSTITUTIONS

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on the 29th March last, Mr. Hargreaves in the chair, the following question was discussed :—"Should the bill introduced by the Government relative to the tenure of land in Ireland become law ?" The debate was opened by Mr. Warnington in the affirmative, and, after an animated discussion, was decided by the society in the same view by a majority of twelve to one. Mr. W. Appleton was elected to the vacant post of Honorary Secretary. The number of members present was twenty-three.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held in the Hall of the Honourable Society of Clement's inn, Clement's-inn, Strand, on Wednesday last, at 7 p.m. The chair was taken by Mr. J. C. Barnard. Mr. Plant moved—"That a national system of compulsory secular education would not at present be in accordance with the requirements of society." The motion was fully discussed by a large number of members, and, on being put by the president, was lost by a majority of six.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Intermediate Examination.

The Examiners have appointed Thursday, the 28th April, for the intermediate examination of persons under articles of clerkship to attorneys ; candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at 4 o'clock.

Articles, &c., to be left with the secretary of the Incorporated Law Society on or before Thursday the 7th April.

The regulations in all other respects are identical with those already published.

Final Examination.

The Examiners have appointed Tuesday, the 26th, and Wednesday, the 27th April, for the examination of persons

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applying to be admitted attorneys; candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery Lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the Secretary of the Incorporated Law Society on or before Thursday, the 14th April.

In all other respects the regulations for this examination are exactly similar to those already published.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law, Friday, April 8—Lecture, 6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

Sittings in Easter Term, 1870.

LORD CHANCELLOR.
Westminster.
Wed., April 20..Appeal motions.
Lincoln's Inn.
Thur., April 21..Petitions, & apps.
Friday 22
Saturday ..23
Monday 25
Tuesday....26
Wednesday..27
Thursday ..28
} Appeals.
Friday ....29..App. mtns. & apps.
Saturday ..30
Monday,May 2
Tuesday.... 3
Wednesday . 4
Thursday .. 5.
} Appeals.
Friday .... 6..App. mtns. & apps.
Saturday .. 7
Monday 9
Tuesday....10
} Appeals.
Wednesday .11..Petns., & apps.
Thursday ..12..App. mtns. & apps.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Westminster.
Wed., April 20..Motions.
Chancery-lane.
Thur., April 21
Friday 22
} General paper.
Saturday ..23 — Petns., sht. causes, adj. sums., and general paper.
Monday 25
Tuesday....26
Wednesday .27
} General paper.
Thursday ..28..Mtns. & gen. pa.
Friday.....29..General paper.
Saturday ..30 — Ptns., sht. caus., adj. sums., and general paper
Monday,May 2
Tuesday.... 3
Wednesday . 4
} General paper.
Thursday .. 5..Mtns. & gen. pa.
Friday .... 6..General Paper.
Saturday .. 7 — Petns., sht. caus., adj. sums., and general paper.
Monday 9
Tuesday....10
Wednesday..11
} General paper.
Thursday ..12..Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.
Thur., April 21
Friday 22
} Appeal Court.
Saturday ..23 — Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday 25
Tuesday....26
Wednesday..27
Thursday ..28
} Appeal Court.
Friday.....29..Appeal motions.
Saturday . .30 — Petns. in lunacy, bkrpt. apps., and appeal petitions.
Monday,May 2..Appeal Court.
Tuesday.... 3 — Apps. from the County Palatine of Lancaster.
Wednesday . 4
Thursday .. 5
} Appeal Court.
Friday .... 6..Appeal motions.
Saturday .. 7 — Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday 9
Tuesday....10
Wednesday .11
} Appeal Court.
Thursday ..12..Appeal motions.

Notice.—The days (if any) on which the Lord Justice shall be sitting with the Lord Chancellor, or the Judicial Committee of the Privy Council, are excepted.

V. C. Sir JOHN STUART.
Westminster.
Wed., April 20..Motions.
Lincoln's Inn.
Thur., April 21..Causes.
Friday.....22..Petns. and causes.
Saturday ..23..Sht. causes & caus.
Monday 25
Tuesday....26
Wednesday .27
} Causes.
Thursday ..28..Mtns. & causes.
Friday.....29..Petitions & causes.
Saturday ..30..Sht. causes & caus.
Monday,May 2
Tuesday.... 3
Wednesday . 4
} Causes.
Thursday .. 5..Mtns. & causes.
Friday .... 6..Ptns. and causes.
Saturday .. 7..Sht. causes & caus.
Monday 9
Tuesday....10
Wednesday .11
} Causes.
Thursday ..12..Motions.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. Sir RICHARD MALINS.
Westminster.
Wed., April 20..Motions.
Lincoln's Inn.
Thur., April 21..General paper.
Friday.....22..Petns. & gen. pa.
Saturday ..23 — Sht. causes, adj. sums., & gen. pa.
Monday....25
Tuesday....26
Wednesday..27
} General paper.
Thursday ..28..Mtns. & gen. pa.
Friday ....29..Ptns. & gen. pa.
Saturday ..30 — Sht. causes, adj. sums. & gen. pa.
Monday,May 2
Tuesday.... 3
Wednesday . 4
} General paper.
Thursday .. 5..Mtns. & gen. pa.
Friday..... 6..Petns. & gen. pa.
Saturday .. 7 — Sht. causes, adj. sums., & gen. pa.
Monday 9
Tuesday....10
Wednesday..11
} General paper.
Thursday ..12..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. Sir W. M. JAMES.
Westminster.
Wed., April 20..Motions.
Lincoln's Inn.
Thur., April 21
Friday.....22
} General paper.
Saturday ..23 — Ptns., sht. caus., adj. sums., and general paper.
Monday 25
Tuesday....26
Wednesday .27
} General paper.
Thursday ..28..Mtns. & gen. pa.
Friday ....29..General paper.
Saturday ..30 — Petns., sht. causes, adj. sums., & gen. paper.
Monday,May 2
Tuesday.... 3
Wednesday. 4
} General paper.
Thursday .. 5..Mtns. & gen. pa.
Friday..... 6..General paper.
Saturday .. 7 — Petns., sht. caus., adj. sums., and general paper.
Monday 9
Tuesday....10
Wednesday..11
} General paper.
Thursday ..12..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

Messrs. Debenham, Storr & Sons, of the Great Metropolitan Auction Mart in Covent-garden, announce by circular that Mr. Puttick, auctioneer, late of No. 47, Leicester-square, this day joins their firm as partner.

Mr. F. D. Chauntrell, the newly-appointed Government solicitor at Calcutta, has reached that city from Bombay, and has been admitted as an attorney of the High Court of Bengal. Mr. F. R. Stack's resignation of the solicitorship has been gazetted.

By the death of Mr. Henry Coppock, solicitor, of Stockport, Cheshire, the following local offices have become vacant:—Town Clerk of Stockport, Clerk to the Borough and County Justices, Registrar of the County Court, Clerk to Heaton Morris Petty Sessions, and Clerk to the Burial Board.

Mr. George Warner Lawton, solicitor, of Eye, in Suffolk, who had resigned the office of Town Clerk, has been elected an alderman of that borough, in the place of Mr. Fleuer, retired. Mr. Lawton was certificated as a solicitor in Easter Term, 1829, and is a member of the local firm of French & Lawton.

Senior Wranglers.—In 1761 we have the first senior wrangler proclaimed by the foot-notes to have arrived at judicial honours. This was Wilson of Peterhouse, who became a judge of the Common Pleas. Two years later the great Paley is senior wrangler. In 1772 we find the double names (with a bracket, calculated to mislead) of Prettyman (Tomlins), both signifying a well-known Bishop of Winchester in his day. Soon we have the excellent Milner, President of Queen's, and afterwards Dean of Carlisle. In 1787 we have Littledale, the famous judge, who with Tenterden as chief, and Bailey and Holroyd as fellow *puisnes*, made what was called "the golden era of the King's Bench." Copley, afterwards Lord Lyndhurst, comes in as second wrangler in 1794, distanced by Butler, formerly a famous head-master of Harrow. In 1799 Lord Chief Justice Tindal shows as a good wrangler and senior medallist, and next year Vice-Chancellor Shadwell is a good wrangler and second medallist. The great lawyers are plentiful between 1806 and 1810. Sir Frederick Pollock, the Lord Chief Baron, is senior wrangler; Bickersteth, afterwards Lord Langdale, who refused the seals, the brother of the Rev. Edward Bickersteth, and uncle of the Bishop of Ripon, is also senior wrangler; and so are those distinguished judges Alderson and Maule. In 1812 Rolfe is the last of the wranglers, or golden spoon, as it is sometimes called, but he gets his Fellowship at Trinity, and becomes Lord Chancellor. The year but one after, another eminent judge, the late Sir Cresswell Cresswell, was "wooden spoon," the last of the junior optimes. Other eminent judges high among the wranglers were Alvanley, Ellenborough, Lawrence, Lens, Parke, Kindersley, Coltman, W. P. Wood, Cleasby, Blackburn. In 1824 the classical tripos is instituted, and henceforth all double honours, besides the medals, are duly registered. Among the senior wranglers we naturally meet with men of world-wide scientific attainments, some of them mathematical professors in the University—Herschel, Ellis, Stokes, Cayley, Adams, Airey, Challis. The illustrious Whewell missed the senior's place and came out second. Seven senior wranglers have become bishops, but bishops and great divines abound in the wranglers' list, and generally range high up. Canon Melvill, Mr. Birks, Bishop Goodwin, and Bishop Colenso were respectively second wranglers. One senior wrangler a few years ago, was drowned soon after his attainment of the honour, on the very day on which he was to sit for a Trinity Fellowship. The senior wrangler of last year, Mr. Hartog, is a Jew, and a special grace was granted by the Senate to enable him to be admitted to his degree. He has since received an appointment in the Foreign Office.—*Leisure Hour*.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 1, 1870.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 93⅜	Annuities, April, '85
Ditto for Account, April 7 93½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅜
Ditto 5 per Cent. July, '80 113	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115
Stock	Do., A Stock*	100	119
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	68½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	52
Stock	Metropolitan	100	77½
Stock	Midland	100	125
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	34
Stock	North London	100	118
Stock	North Staffordshire	100	60
Stock	South Devon	100	45
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	share.
			£	£ s. d.	£ s. d.
5000	5 po & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7l 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7l 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
00000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
699229	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

A strong demand for money early in the week caused the funds to recede a trifle. The demand subsequently abating, they have established a further advance. Railways began heavily, but are now firm. The foreign market has been strong throughout the week. The proceedings on behalf of the Erie Protective Committee were to commence this week at New York. Meanwhile an agent of Messrs. Fisk & Gould has, it is stated, been despatched to London on some occult mission.

It is stated that the liabilities of Mr. Wm. Cotterill, of Cotterill & Sons, solicitors, Throgmorton-street, who suddenly disappeared last week, amount to upwards of £100,000.

The fifteenth annual meeting of the Law Union Fire and Life Insurance Company was held on Thursday. The report stated that in the fire department 5,276 new policies had been issued during the year ending 30th November last, yielding in premiums £6,775 0s. 8d., and in the life department 309 new policies, insuring £263,490, yielding in premiums £9,902 5s. 9d., and that the assets of the company amounted to £293,076 14s. 7d. A dividend and bonus together of twelve per cent. on the paid-up capital was declared.

The Monte Albo Mining Company (Limited) has been formed to purchase and further develope the silver lead mines known as Guzurra and Su-Ergiolu, situate in the commune of Lula, district of Nuoro, province of Sassari, Island of Sardinia, held under a concession of the King of Italy, which gives the right of working the minerals in perpetuity (free of royalty or any payment except export duty). The capital to be raised is £100,000., in 20,000 shares of £5 each, £1 being payable on application, and £4 on allotment, of which 12,800 are to be A shares, to bear a preferential dividend of £15 per cent. per annum, and 7,200 are to be B shares, which are to take a dividend of 15 per cent. per annum, if such is earned after A shares have received 15 per cent., and which are taken by the vendors in part payment of the purchase-money, which is placed at £86,000, the fully paid-up B shares representing £36,000, therefore £50,000 is to be paid in cash. The remainder of net returns available for dividend over 15 per cent. on both A and B shares respectively, and the payment of £1 per ton royalty on ores sold, is to be further equally divided.

The prospectus of the Tuolumne Gold Mining Company (Limited) has been issued: capital £80,000, in 40,000 shares of £2 each. The property is situated in the county Tuolumne, in the state of California, about eleven miles from Sonora. Applications for shares will not be received after the 6th inst.

The prospectus of the Metropolitan Public Carriage and Repository Company (Limited), has been issued, with a capital of £150,000, in 100,000 fully paid-up shares of £1 each; 2s. 6d. to be paid on application; 2s. 6d. on allotment; and the remaining 15s. to be paid by three instalments of 5s. each, at intervals of two months; with power to issue debentures for £50,000. Share warrants to bearer will be issued at option of applicant. Interest at the rate of 5 per cent. will be allowed to shareholders who pay in full upon their shares.

Mr. J. E. Poole, coroner of Bridgwater, in Somersetshire, died on the 19th March.

The office of Queen's Advocate at Sierra Leone is vacant, in consequence of the appointment of Mr. George Philippo to be Attorney-General of British Columbia. The vacant office is worth £800 per annum.

Mr. Francis Woolnough, of Eye, Suffolk, has been elected Town Clerk of that borough, in the room of Mr. G. W. Lawton, solicitor, resigned. Mr. Woolnough has performed the duties of Town Clerk for nineteen years, under the supervision of Mr. Lawton, as his deputy.

At Liverpool the other day the assignees of a bankrupt, who claimed to recover £70 10s., were non-suited by Brett J., on the ground that the payment of the sum to the defendant's cashier had been *bona fide*, and that the notice of assignment had only appeared in the *London Gazette*, and not also in a London daily paper.

Mr. John Thomas Graves, Barrister-at-Law, has resigned the office of Poor Law Inspector, which he has held under the Poor Law Board for a period of twenty-four years. Mr. Graves was called to the bar at the Inner Temple in June, 1831.

Illinois judges have decided that bets can be recovered of stakeholders by winning parties.

A recent number of the *Canada Law Journal* has the following odd announcement:—"Mr. Spragge has been offered and has accepted the Chancellorship, and *that* Mr. Strong has been appointed one of the Vice-Chancellors." Is this a misprint or an expression of opinion? The italics are ours.

ESTATE EXCHANGE REPORT.

AT THE MART.

March 29—By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold four shops and two houses, Nos. 106, 110, 112, 114, 116, and 118, Great Cambridge-street, Hackney-road, producing £169 per annum; term, 58 years unexpired, at £62 10s. Sold £2,650.

Leasehold house, No. 10, Denmark-hill; term 53½ years from 1826, at £5 per annum. Sold £120.

By Mr. F. GODWIN.

Freehold business premises, No. 3, Duke-st, Manchester-square, producing £90 per annum. Sold £1,660.

Leasehold residence, 3, Upton-villas, Kilburn; let at £91 per annum; term 74 years unexpired, at £6 per annum. Sold £650.

By Mr. MURRELL.

Freehold premises, No. 21, Newgate-street, producing £250 per annum. Sold £5,230.

Freehold business premises, No. 20, Newgate-street, and 7, Rose-street, let at £350 per annum. Sold £5,940.

Freehold house, No. 38, St. Mary-at-hill, let at £70 per annum. Sold £1,510.

Freehold two houses, 6 and 7, Love-lane, let at £80 per annum. Sold £1,870.

Leasehold premises, Nos. 233, 235, and 237, Edgware-rd, let on lease at £336 per annum; term 31 years unexpired, at £27 per annum. Sold £3,450.

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By Messrs. C. and H. White.

Leasehold four houses, Nos. 1 to 4, Archer-street, Bond-street, Vauxhall, producing £95 16s. per annum; term 61 years from 1847, at £18 per annum. Sold £485.

Freehold three houses, Nos. 5 to 7, Archer-street, producing £83 4s. per annum. Sold £735.

Leasehold residence, No. 19, Park-place, Lower Park-road, Peckham; term 65½ years, from 1823, at £4 per annum. Sold £200.

Leasehold house, No. 2, Bowring-cottages, in rear of above, let at £18 4s. per annum: term same as above, at £2 per annum. Sold £80.

March 30.—By Messrs. Edwin Fox & Bousfield.

Freehold marine mansion, No. 35, Adelaide-crescent, Brighton. Sold £8,450.

Leasehold residence, No. 15, Burghley-road, Kentish-town; annual value £70, term 99 years unexpired, at £6 2s. 6d. per annum. Sold £575.

Leasehold residence, No. 4, Ashdown-street, Queen's-crescent, Haverstock-hill, let at £36 per annum, term 99 years from 1865, at £6 per annum. Sold £295.

By Messrs. Chesterton & Son.

Leasehold house, No. 14, Scarsdale-ter, Kensington, let at £32 per annum; term 52 years unexpired, at £6 per annum. Sold £335.

Leasehold house, No. 11, Seymour-place, Fulham-road, let at £26 per annum; term 36 years unexpired, at £3 15s. per annum. Sold £195.

Leasehold house, No. 15, Seymour-place, let at £32 per annum; term 20¼ years unexpired, at £7 per annum. Sold £195.

Leasehold house, No. 38, Seymour-place, let at £34 per annum; term 27¾ years unexpired, at £12 per annum. Sold £175.

Leasehold house, No. 24, York-street East, Commercial-road East, let at £27 12s. per annum; term 29½ years unexpired at a peppercorn rent. Sold £190.

Leasehold two houses, Nos. 6 and 7, Clarke-street, Commercial-road East, producing £43 per annum, term 31 years unexpired, at £16 per annum. Sold £220.

Leasehold house, No. 66, Sydney-street, Commercial-road East, let at £26 8s. per annum; term 23½ years unexpired, at £3 per annum. Sold £150.

Leasehold house, No. 30, Watney-street, Commercial-road, let at £19 10s. per annum; term 27½ years unexpired, at £8 per annum. Sold £90.

Leasehold house, No. 10, Paterson-street, Commercial-road, let at £18 per annum; term 31 years unexpired, at £8 per annum. Sold £105.

Leasehold house, No. 11, Pattison-street, annual value £18; term 32 years unexpired, at £8 per annum. Sold £90.

Leasehold house, No. 52, Exmouth-street, Commercial-road, let at £22 per annum; term 31 years unexpired, at £8 per annum. Sold £175.

Leasehold five houses, Nos. 1 to 5, Church-crescent, Church-street, Kennington-road, producing £114 8s. per annum; term 53 years unexpired, at £17 10s. per annum. Sold £680.

Leasehold two houses, Nos. 27 and 28, Frederick-street, Hampstead-road, producing £76 per annum; term 51 years unexpired at £12 per annum. Sold £725.

By Messrs. Hudson & Son.

Leasehold house, No. 54, Westmoreland-street, Pimlico, let at £42 per annum; term 65 years from Michaelmas last, at £8 per annum. Sold £470.

Leasehold house, No. 1, Wallgrave-terrace, Redfield-lane, Earl's-court, Kensington, let at £28 per annum; term 89 years from Michaelmas last, at £5 per annum. Sold £280.

Leasehold house, No. 2, Wallgrave-terrace, let at £26 per annum; term and ground-rent same as above. Sold £230.

Leasehold house, No. 3, Wallgrave-terrace, rental, term and ground-rent, same as above. Sold £235.

Leasehold house, No. 4, Wallgrave-terrace, rental, term, and ground-rent, same as above. Sold £250.

Leasehold house, No. 6, Wallgrave-terrace, let at £28 per annum; term same as above. Sold £245.

Leasehold house, No. 12, Wallgrave-terrace, let at £28 per annum term same as above. Sold £240.

Leasehold house, No. 103, Leighton-road, Kentish-town, let at £37 per annum; term 71 years unexpired, at £5 5s. per annum. Sold £380.

Leasehold house, No. 113, Leighton-road, let at £40 per annum; term, and ground-rent same as above. Sold £400.

Leasehold house, No. 6, Preston street, Maldon-road, Kentish Town, annual value £30; term 75 years unexpired, at £5 per annum. Sold £210.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARDSWELL—On March 26, at Highfield, Surbiton, the wife of C. W. Bardswell, Esq., barrister-at-law, of a daughter.

BLACKBURNE—On March 23, at Stone Cottage, Oldham, the wife of Charles Edward Blackburne, solicitor, prematurely, of twin daughters.

CHITTY—On March 24, at 34, Queensborough-terrace, Kensington-gardens, the wife of Joseph W. Chitty, Esq., barrister-at-law, of a daughter.

CLARENCE—On March 25, at No. 37, Alexandra-road, St. John's-wood, London, the wife of L. B. Clarence, barrister-at-law, Lincoln's-inn, of a son.

DAVIDSON—On March 23, at Aberdeen, the wife of Alexander Davidson, of Dessswood, advocate, of a son.

JAMES—On March 27, at 23, Rock Park, Rock Ferry, Cheshire, the wife of T. H. James, Esq., barrister-at-law, of a son.

KINGDON—On March 24, at 29, Marlborough-hill, St. John's-wood, the wife of Paul A. Kingdon, Esq., barrister-at-law, of a son.

MAJOR—On March 26, at Reigate-hill House, Reigate, the wife of Pryce A. Major, Esq., barrister-at-law, of a daughter.

MOORE—On March 26, at Frankville, Bebington, the wife of R. B. Moore, Esq., solicitor, Birkenhead, of a son.

MARRIAGES.

BIRT—HENLEY—At the British Embassy, Paris, Wm. J. Birt, barrister-at-law, Lincoln's-inn, to Miss Henley.

STEPHEN—PARRY—On Feb. 24, at Delhi, N.W.P., India, Carr Stephen, Esq., barrister-at-law and Judge S.C. Courts, to Rosa, eldest daughter of Joseph Chatwin Parry, Esq.

WATSON—GREEN—On March 23, at Rawdon, Yorkshire, Samuel Watson, of Bouverie-street, London, solicitor, to Martha Louisa, daughter of Rev. S. G. Green, B.A., President of Rawdon College.

DEATHS.

BOCKETT—On March 16, Daniel Smith Bockett, Esq., of The Heath, Hampstead, and of No. 60, Lincoln's-inn-fields, in his 73rd year.

EVANS—On March 23, at the Parade, Monmouth, Alfred Evans, Esq., solicitor, aged 38.

PAYNE—On March 29, of apoplexy, at Highgate, Joseph Payne, Esq., Deputy-Assistant Judge of the Middlesex Sessions, aged 72.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—(Advt.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, March 25, 1870.

Unlimited in Chancery.

Manchester and London Life Assurance and Loan Association.—Vice-Chancellor James has, by an order dated March 14, ordered that the above company should be wound up. Underwood & Colman, Holles-street, Cavendish-sq, solicitors for the petitioners.

Limited in Chancery.

Imperial Mining Company (Limited).—Petition for winding up, presented March 23, directed to be heard before Vice-Chancellor Malins on the first petition day in April. G. & A. Lindo, King's Arms-yard, Moorgate-st, solicitors for the petitioners.

Tuesday, March 29, 1870.

Unlimited in Chancery.

Alfred Average Association for British, Foreign, and Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated March 18, ordered that the above company be wound up. Lowless & Nelson, Gracechurch-st, solicitors for the petitioners.

Anchor Assurance Company.—Vice-Chancellor James has, by an order dated March 21, ordered that the above company be wound up. Evans & Co, solicitors for the petitioner.

Metropolitan Counties and General Life Assurance, Annuity, Loan, and Investment Society.—Vice-Chancellor James has, by an order dated Jan 17, appointed Samuel Lowell Price, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. Samuel Lowell Price. Tuesday, May 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Queen Average Association for British, Foreign, and Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated March 18, ordered that the above Company be wound up. Lowless & Nelson, Gracechurch-st, solicitors for the petitioners.

Saltash and Callington Railway Company.—Petition for winding up, presented March 24, directed to be heard before Vice-Chancellor Malins on the first petition-day in April. Batten, Great George-street, Westminster, solicitor for the petitioners.

Limited in Chancery.

Imperial Silver Quarries Company (Limited).—Creditors are required, as to those within the jurisdiction of the court, on or before April 11, and as to those out of the jurisdiction, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to George Herbert Elyard Brown, of 2, Copthall-buildings. Thursday, April 14, at 12, is appointed for hearing and adjudicating upon the debts and claims of such of the creditors as are within the jurisdiction of the court: and Saturday, June 4, at 12, is appointed for hearing and adjudicating upon the debts and claims of such creditors as are out of the jurisdiction.

Laffak and Garswood Collieries Company (Limited).—Vice-Chancellor Malins has, by an order dated March 18, ordered that the voluntary winding up of the above company be continued. Field & Co, Lincoln's-inn-fields, for Lowndes & Co, Liverpool, solicitors for the petitioners.

Friendly Societies Dissolved

Friday, March 25, 1870.

Ancient Britons Friendly Society, Cock Inn, Watling-street, Wellington, Salop. March 21.

Creditors under Estates in Chancery.

Friday, March 25, 1870.

Last Day of Proof.

Barker, John, Ashenhurst, Lancaster, Cotton Spinner. April 22. Stansfield v Barker, V.C. Stuart. Eastwood, Todmorden.

Bennett, Danl Edward, Brisbane, Australia. Oct 1. Abell v Bennett, V.C. Stuart. Carter & Gould, Newnham.

Mayes, Hy, Epsom, Surrey, Licensed Victualler. April 23. Mayes v Mayes, M.R. Hocombe, Bedford-row.

Mills, Hy, Oxford-st, Silversmith. April 20. Mills v Mills, V.C. James. Stanley, Austinfriars.

Phillips, Geo Hy, Stanhope-st, Hampstead-rd, Artist. April 30. Philipe v Simmons, V.C. Stuart. Cookson & Co, New-sq, Lincoln's-inn.

Purcell, Edward, Bath, Somerset, Admiral R.N. April 25. Purcell v Purcell, V.C. James. Lambert, John-st, Bedford-row.

Roberts, Arthur, Old Kent-rd, Esq. April 30. Roberts v Roberts, V.C. Stuart. Loughborough, Austinfriars

Next of Kin.

Beeby, Wm, Allonby, Cumberland, Yeoman. Those resident within the United Kingdom, by April 20; all other claimants by Nov 1. Currey v Atkinson, M.R.

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Wise, John, Wokingham, Berks, Innkeeper. April 16. Finch v Lane, M.R.

TUESDAY, March 29, 1870.

Buggs, Joseph, Epsom, Surrey, Grocer. April 11. Buggs v Tompson, V.C. Stuart. White, Russell-sq.
Clark, Jas, Billiter-st, Merchant. April 25. Clark v Clark, V.C. Stuart. Walters & Gush, Finsbury-circus.
Knight, Eliz, Wrecclesham, Surrey, Widow. April 22. Re Knight. V.C. James. Jarvis, Chancery-lane.
Pegg, Wm, Llansamier, Glamorgan, Esq. April 22. Pegg v Pegg, M.R. Whatmun, Salisbury.
Reed, George, Burnham, Somerset, Gent. April 25. White v Fryer, V.C. Malins.
Reynolds, Peter, Ilford, Essex, Licensed Victualler. April 25. Pardow v Reynolds, V.C. Malins. Glynes & Son, Crescent, America-sq.
Rough, Wm Hy, East Moulsey, Surrey, Esq. April 7. Hutchinson v Rough, V.C. Malins. Rivolta, Lincoln's-inn-fields.
Shepherd, Frances, Maidstone, Kent, Widow. April 20. Fordham v Brown, V.C. Stuart. Monckton & Co, Raymond-buildings, Gray's-inn.
Spurin, Edwd Chas, New Bond-st, Toy Manufacturer. April 28. Spurin v Spurin, M.R. Lawrence & Co, Old Jewry-chambers.
Wilkinson, Hy Jas, Hooton Pagnell, York, Clerk. April 30. Hicks v Wilkinson, V.C. Stuart. Taylor, Wakefield.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 25, 1870.

Allpass, Ann, Foscote, Wilts, Widow. May 1. Keary & Co, Chippenham.
Betts, Jesse, Gregories Farm, Bucks, Farmer. April 30. Charsley, Beaconsfield.
Bird, Wm, Garrigill, Cumberland, Cattle Dealer. May 7. Dickinson, Alston.
Bossom, Wm, Oxford, Publican. May 2. Dayman & Walsh, Oxford.
Burgess, Wm, Wiggenhall, Norfolk, Farmer. April 30. Reed, Downham Market.
Cowper, Andrew John, Ledbury-rd, Bayswater, Esq. June 30. Holmer & Co, Philpot-lane.
Dalton, Geo, Barwell, Leicester, Farmer. April 23. Pilgrim & Preston, Hinckley.
Fisher, Railton, Bassenthwaite Halls, Cumberland, Husbandman. May 2. McAlpin, Carlisle.
Froom, Priscilla, Chard, Somerset, Widow. May 1. Clarke & Lukin, Chard.
Gibb, Wm, Lpool, Bag Merchant. April 30. Tyrer & Co, Lpool.
Hare, Joseph, Beaconsfield, Bucks, Land Agent. April 30. Charsley, Beaconsfield.
Hughes, Lydia Nancy Hannah, St Luke's-rd, Bayswater, Widow. May 2, Hughes, Bedford row.
Hunt, Hy, Oxford, Confectioner. May 1. Druce, Oxford.
Law, Geo, West Melton, York, Coal Master. May 1. Nicholson & Co, Wath, nr Rotherham.
Love, John, Lower Brook-st, Hanover-sq, Surgeon, June 24. Charsley, Beaconsfield.
Pimm, John, Aldenham, Herts, Baker. May 1. Pugh, Watford.
Pyle, John, Dometr Farm, Somerset, Yeoman. May 1. Clarke & Lukin, Chard.
Sampson, Wm, Sutton, Notts, Grocer. April 16. Handley & Walkden, Mansfield.
Shufflebotham, Wm, Betley, Stafford, Shopkeeper. April 16. Slaney, Newcastle.
Smith, Chas, Anstey Knap, Hants, Esq. May 28. Smith & Co, Northumberland-st, Strand.
Steiner, Hy Fredk, Hyndburn, Lancashire, Esq. April 20. Shaw & Tremellen, Gray's-inn-sq.
Swaine, Anna Maria, Paulton's-sq, Chelsea, Widow. April 30. Carlisle & Ordell, New-sq, Lincoln's-inn.
Walbank, Joseph, Keighley, York, Broker. June 27. Weatherhead & Burr, Keighley.
Warner, Geo Augustus Alves, Dumoh, India, Captain. June 24. Chanter & Ffinch, Barnstaple.

TUESDAY, March 29, 1870.

Adams, Fras Thomasine, Guildford, Surrey. May 1. Simpson & Cullingford, Gracechurch-st.
Bingley, Hy, Leeds, Gent. June 1. Markland & Davy, Leeds.
Chadwick, Jas, Wakefield, York, Wine Merchant. April 30. Harrison, & Smith, Wakefield.
Chinnock, Fredk, Waterloo-pl, Pall-mall, Auctioneer. May 30. Powell & Co, Raymond-bldgs, Gray's-inn.
Colebrooke, Sir Wm Macbean Geo, Salt-hill, Slough, Bucks, General. May 10. Farrer & Co, Lincoln's-inn-fields.
Davis, Alfred, Norfolk-sq, Hyde-park, Esq. May 6. Sampson & Co, Finsbury-circus.
Fernyhough, Josiah Wm, Charles-sq, Hoxton, Gent. May 1. Allsop & Burt, Coborn-st, Bow.
Halliday, John, Mullock, Scotland, Esq. April 20. Webster, Essex-st, Strand.
Hardcastle, Jas, Firwood, nr Boulton-le-Moors, Lancashire, Bleacher. June 20. Briggs & Bailey, Bolton.
Heaton, Wm, Rochdale, Lancashire, Gent. May 2. Buckley & Heap, Rochdale.
Leage, Richd Wm, City-rd, Estate Agent. Patten & Son, Verulam-bldgs, Gray's-inn.
Morley, Wm, Leeds, Cloth Finisher. May 1. Clarke, Leeds.
Moxon, Vincent, Leeds, Gent, June 13. Markland & Davy, Leeds.
Pyke, Jas Nott, Parrscombe, Devon, Esq. May 9. Law, Barnstaple.
Russell, Thos, Southwark-st, Corn Merchant. May 21. De Jersey & Micklem, Gresham-st West.
Smith, John D'Arcy, Mansfield, Notts, out of business. April 16. Hodding & Beevor, Worksop.
Smith, Jas, Rumboldswhyke, Sussex. Victualler. May 2. Heath, Rumboldswhyke.
Strutt, Jane Roberts, Leamington Priors, Warwick, Widow. May 20. Field, Leamington Priors.

Creditors registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 25, 1870.

Gorringe, Joseph Fras, Brayton, nr Aspatria, Cumberland, Farmer. March 2. Comp. Reg March 23.

Bankrupts.

FRIDAY, March 25, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Horley, Thos Reginald, Finch-lane, Stock Broker. Pet March 22. Brougham. April 22 at 11.
Pipe, Hy, Pickering-ter, Westbourne Park, Bootmaker. Pet March 24. Roche. April 13 at 11.
Rhodes, Jas, Addison-rd, Kensington, Gent. Pet March 24. Hazlitt. April 13 at 12.
Whitlock, John, Lucretia-rd, Lower Kennington-lane, Wine Merchant. Pet March 24. Roche. April 13 at 11.

To Surrender in the Country.

Clark, Hy, Lee, Superannuated Clerk. Pet March 21. Bishop. Greenwich, April 11 at 2.
Coles, Wm, Harburg, Warwick, Farmer. Pet March 21. Campbell. Warwick, April 6 at 2.
Crabtree, Danl Pearcy, Exeter, Tea Dealer. Pet March 22. Daw. Exeter, April 6 at 10.
Freeman, Geo Philip, Frostenden, Suffolk, Auctioneer. Pet March 21. Chamberlin. Gt Yarmouth, April 11 at 12.
Irving, Benj, Balsall Heath, nr Birm, Lace Manufacturer. Pet March 22. Chauntler. Birm, April 22 at 10.
Kidd, Fras, Saltburn, Yorks, Builder. Pet March 22. Crosby. Stockton-on-Tees, April 5 at 11.
Perkins, Jas, East Dereham, Norfolk, Builder. Pet March 21. Palmer. Norwich, April 12 at 2.
Scott, Hy Shippey, Bury St Edmunds, Suffolk, Innkeeper. Pet March 21. Collins. Bury St Edmunds, April 7 at 3.
Smith, Rev Percy, Grinton, Yorks. Pet March 23. Jefferson. Northallerton, April 7 at 10.30.
Spencer, Richd Shackleton, Gargrave, Yorks, Horse Dealer. Pet March 21. Robinson. Bradford, April 5 at 9.
Suddaby, Chas Howard, New Wortley, Leeds, Grocer. Pet March 23. Marshall. Leeds, April 14 at 11.

TUESDAY, March 29, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Begbie, Fras Edmund, St Helier, Jersey, Captain. Pet March 25. Brougham. April 22 at 12.
Faucheux, Toussaint, Charles-st, Mortimer-st, Marble Mason. Pet March 28. Roche. April 25 at 11.
Fickler, Julius, & Edwd Fickler, Wood-st, Velvet Manufacturers. Pet March 24. Spring-Rice. April 11 at 1.
Lovett, Philip Crosby, jun, Park-pl, St James's, no trade. Pet March 25. Spring-Rice. April 11 at 12.
Miles, Wm Brown, Monkwell-st, Agent. Adj Feb 21. Brougham. April 22 at 11.30.
Simpson, Robt, George-st, Mansion-house, Iron Merchant. Pet March 28. Roche. April 25 at 12.

To Surrender in the Country.

Calvert, Hy, jun, & Jas Walkland, Sheffield, Electro Plate Manufacturers. Pet March 24. Rodgers, Sheffield, April 8 at 1.
Fern, Saml, Wincobank, Yorks, Joiner. Pet March 24. Rodgers. Sheffield, April 8 at 2.
Gott, Wm, Leeds, Printer. Pet March 19. Marshall. Leeds, April 18 at 11.
Halstead, David, Manch, Dyer. Pet March 26. Kay. Manch, April 14 at 10.
Hurst, Thos, Pilkington, Lancashire, Boot Maker. Pet March 24. Holden. Bolton, April 13 at 10.
Maunder, Robt, Exeter, Draper. Pet March 24. Daw. Exeter, April 11 at 11.
Nichol, Jacob, Newcastle-upon-Tyne, Publican. Pet March 23. Mortimer. Newcastle, April 8 at 12.
Terry, David, Whitwood, Yorks, Builder. Pet March 26. Mason. Wakefield, April 13 at 12.
Todd, Wm Hurford, Brecknock, Surgeon. Pet March 24. Shepard. Tredegar, April 14 at 11.
Wilson, Wm Shirley, Sheffield, Travelling Draper. Pet March 24. Rodgers. Sheffield, April 8 at 2.
Winkley, Jas, Whaplode Drove, Lincoln, Innkeeper. Pet March 24. Partridge. King's Lynn, April 14 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, March 25, 1870.

Grandy, Matthew Beattie, George-st, Woolwich, Assistant Paymaster R.N. March 24.
Peedle, Geo, Lyne, nr Chertsey, Surrey, Farmer. March 23.

TUESDAY, March 29, 1870.

Sully, Geo, Bishopsgate, Tailor. March 26.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.
No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. File of "London Gazette" kept for reference.

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The Solicitors' Journal.

LONDON, APRIL 9, 1870.

WE PRINT THIS WEEK the Rules issued under the Bankruptcy Repeal and Insolvent Court Act, 1869. We believe that these are not the only rules which may be expected under the legislation of last session. The General Orders issued under the Bankruptcy Act were, in accordance with the provisions of the Act, prepared by a single authority, and are applicable to all courts alike having jurisdiction under the Act. But with the Debtors Act it is otherwise. Under it rules for the superior courts of law were framed by the judges of those courts; Orders for the Court of Chancery by the Chancellor, with the usual advice and assistance; and Rules for the county courts by the Rule Committee of Judges. And as the Act gives room for much difference of opinion as to its construction, there is not unnaturally much discordance between these various codes of rules. Much uncertainty and no small inconvenience, has hence arisen; and we believe that some at least of these rules are likely to be at once modified with a view to securing greater uniformity of procedure.

THE EXTREMELY UNSATISFACTORY CONDITION into which capital punishment has got in this country, owing to the arbitrary and uncertain way in which the Royal prerogative of mercy has been exercised, is an evil calling emphatically for a remedy. We doubt, however, whether the Bill to "provide a Court of Appeal for persons convicted of capital offences in certain cases" will, even if it becomes law, supply a satisfactory remedy. The bill provides for an appeal if the judge who tried the case certifies that an appeal is necessary, which he is to do if satisfied by affidavits that some facts tending to prove insanity or to exculpate the prisoner have been discovered since the verdict. When the appeal is thus certified, a statement of the same, with the grounds thereof, is to be lodged with the judge and forwarded by him to the Home Secretary, who is thereupon to summon the Court of Appeal; this Court is to consist of six common law judges and six members of the Judicial Committee of the Privy Council, nominated annually by the Home Secretary and the Chief Judges of the Supreme Courts of Common Law; three judges and three members of the Judicial Committee to be the quorum, with power to take evidence orally or by way of affidavit. The Court is to report to her Majesty as to a free pardon or commutation of sentence, but the jurisdiction of the Court is not to affect the Royal prerogative of mercy.

The bill may or may not pass the House of Commons, but it does not seem likely that it will pass the Lords; for the subject with which the bill deals was discussed by the House of Lords on Monday last. The initiative was taken by Lord Penzance, who moved for "a return of the criminal sentences which had been wholly remitted or reduced or varied by the Crown with the advice of the Home Secretary during the last three years," and in so doing advocated the establishment of such a tribunal as that proposed by the bill, and the issue of a Royal Commission to inquire into the whole subject. But the Earl of Morley, the Duke of Richmond, and the Lord Chancellor were all opposed to the establishment of a court such as that proposed, and in fact to any alteration of the existing system, so that Lord Penzance withdrew his motion.

We are disposed to concur with Lord Penzance in thinking that the establishment of some court of appeal would be beneficial, because, as its proceedings would be public, the true grounds of the commutation or confirmation of any sentence of capital punishment would be known, whereas now the public are quite in the dark what motives or reasons have influenced the Home Secretary in any given case.

THE CRIMINAL PROCEEDINGS for bribery at the Bridgwater and Norwich elections, which have been lately concluded, have raised several points of law, one of the most important of which we noticed last week (ante 447). These proceedings have, however, more than a mere legal interest, and are of great general importance. They are the fitting sequel to the commissions for inquiry into the corrupt practices that existed at the elections in 1868. The same kind of evidence is given on the criminal trial as before the commissioners; and public opinion is most lenient as regards the disclosures made in that evidence. In fact, there is no doubt that a most unsatisfactory state of electoral corruption has been proved to exist, but no means have yet been discovered for remedying the evil. The late trials show that the present law, as it is practically administered, will cause but little alteration in the mode in which elections have hitherto been conducted.

The trial of Messrs. Vanderbyl and Fenelly at Taunton is one of several instances of the indulgent way in which corrupting electors is too generally viewed. An information was filed against the defendants for bribery and for conspiring to bribe at the election for Bridgwater in 1868. Mr. Vanderbyl was acquitted, on the ground that there was no satisfactory evidence against him. Mr. Fenelly was found guilty, but curiously enough he was found guilty with extenuating circumstances. It is difficult to understand a verdict of this sort. It is easy to imagine circumstances which might mitigate very much the offence of receiving a bribe to vote at an election, as, for instance, great poverty. But unless under some very extraordinary circumstances, which do not seem to have existed here, the crime of giving bribes can hardly be committed under extenuating circumstances.

There is, however, no doubt that this particular crime is not viewed with that repugnance with which most other crimes are regarded, and spite of the statutes punishing bribery the offence will not be repressed in any effectual manner until this feeling on the part of the public alters.

In those cases in which the defendants have been convicted in the late trials for bribery at Bridgwater and Norwich sentences have not been passed, but have been reserved for the Court of Queen's Bench. We await with some curiosity the result of the decision of the Court as to the amount of punishment which is to be awarded to those who have been thus found guilty, and we hope that the Court will show as clearly as they can that the law for repressing corrupt practices at elections is not a mere name but is a reality, and that it will be put in full force whenever it lies in the power of the Court to do so. Judicial decisions have often a considerable effect in helping to form public opinion, and in these cases the power thus possessed by the bench might be most beneficially exercised in these cases.

WE IMAGINE that almost any English lawyer, if asked whether steam tugs, engaged in towing vessels up and down a river, are common carriers as regards such vessels, would answer in the negative. There seems, however, to be no direct English authority for that opinion, although there are decisions which support it by implication. In America, on the other hand, the question has frequently arisen, and all the cases on the subject have lately

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been reviewed in an elaborate judgment in *Brown* v. *Clegget*, in the Supreme Court at Philadelphia. The decision is that steam tugs towing boats on rivers are not common carriers. It is difficult to imagine that any other decision could have been arrived at, and the wonder is that there should be any doubt on the point. In America all sorts of unreportable cases seem to be habitually reported. The extraordinary liabilities of common carriers, even if reasonable in former days, are now often the cause of much inconvenience.

There is little but authority and precedent to recommend the present state of the law, and is much to be said in favour of relieving carriers from their present liability as insurers and still more against increasing the number of classes to whom that liability now extends.

THE LAND TRANSFER BILL.

It is now several years since an Act was passed which, as was then hoped and dreaded, was to revolutionise the law and practice of conveyancing in England, an Act which was heralded with a flourish of trumpets such as has seldom been blown in Parliament, and opposed on the part of a numerous body of the profession with an eagerness which showed how nearly they expected it to touch their prospects. The Act passed however, and the proverbial result has followed, save only that in this case the mouse has been so very diminutive that it requires a very close observation indeed to see it at all. We ventured at the time to predict that the Act would have a very limited operation; that a few proprietors, who desired to sell in building lots might perhaps register as a preliminary step; but that the inherent evils of the registration system and the great expenses necessarily connected with registration would effectually deter the vast majority of landowners from making any use of the Act.

That measure then having practically failed, we are now threatened with another, which seems to us simply designed as a cloak for the former, so as, by supplying some work for the office of Land Registry, to disguise the completeness of the failure. The general scheme of this bill may be described as registration without an indefeasible title—*i.e.*, registration with all its attendant disadvantages and expenses, and without the only compensating consideration hitherto offered. If this bill were, like the former, permissive merely, it would not be hard to predict its fate, and few as have been the instances of registration under Lord Westbury's Act, fewer still might be expected to follow from the bill before us. But the 45th clause proposes, after a short interval, to make registration compulsory upon every sale of the fee simple. Remembering the fate of the statutes of uses and inrolments, the obstinate determination of the British owner, on the one hand, not to disclose his dealings with his land, and the untiring ingenuity of conveyancers on the other, ever ready to devise new plans for accommodating his fancy, we do not doubt that even this provision, should it unhappily pass into law, may and will be successfully evaded. Indeed, we see but little difficulty in doing so by means of the machinery provided by the bill itself, but we do not consider it necessary or advisable to disclose the *modus operandi* in these columns, at all events at present.

We do not propose in this article to examine the provisions of the bill in detail. Where the principle of a measure is so open to objection as we think this to be, details are comparatively unimportant, but we may remark that this bill is open to the same observation which we have thought it necessary to make with reference to so many other measures introduced in the last and present sessions of Parliament, viz.—that it is in great part a bill giving power to make statutory general rules. The practical result of this is, of course, to give, at least at first, until the rules come to be settled and understood, a great spur to litigation, and should the Act ever come to be extensively used it will almost to a certainty have this effect.

The 31st section adds another to the many futile attempts which have been made to get rid of equitable estates—attempts which, if they succeeded, could only have the effect of covering and legalising frauds. The well-known doctrine of equity in favour of purchasers for value without notice is sufficient to cover every *honest* case; if the operation of the Act does no more than this the proposal is nugatory, if it does more (and we fear that a wider scope may be given to it if only in order that it may have *some* operation) it can only be to protect purchasers who either are not perfectly honest or have been culpably incautious.

We are at a loss to reconcile the 45th section, which provides for compulsory registration on every sale, with the 60th, which prevents the registration of two or more persons as tenants in common; at least we can hardly suppose that the Act intends by a side wind to abolish tenancies in common altogether, and force all owners of undivided shares to partition or sale; still less can we believe that all such owners are to be beneficiaries merely, and compelled to register in the name of a trustee, especially when we read that "no notice of any trust, implied, express, or constructive, shall be receivable by the registrar or entered upon the register."

The 61st section appears to us to confer upon the Court a very dangerous discretion. After providing in effect for the validity of such conditions as were established in *Tulk* v. *Moxhay* and that class of cases, it proceeds to confer on the Court power to do away with any such condition, not upon the consent of the covenantees, but if the Court shall think it for their interest to do so, however much they may object. As long as the covenantees are *sui juris* this is probably of no consequence; nothing is more unlikely than that the Court, should at the instance of the covenantor, relax such a condition against the will of a covenantee able but unwilling to consent; but in the case of infants or married women, when the enforcement of the condition acts to their *pecuniary* disadvantage, the Court might, and not unfrequently would, however anxious they might be to keep up the restriction, relax it of its own mere motion. The infant might be over twenty years of age, amply provided for, and having some ground, sentimental or other, operating very powerfully to urge him to continue the restriction, yet the Court might relax it in spite of his wishes, merely to put money in his purse which he neither asked for nor needed.

The provision respecting judicial sales might, with some modification, be made the basis of useful legislation, and section 15 in particular contains the germ of a valuable amendment of the law. But to our mind the best provision in the whole bill is the one empowering the Treasury to close the existing registries in Middlesex and Yorkshire; and if Parliament would extend section 109 to Ireland, amend section 15 by providing for a day for absent parties to show cause, and leave out the other 107 sections altogether, they would, in our opinion, confer a benefit on the community.

The truth is, that registration, as proposed by this Act, is not the appropriate remedy for the evils of the existing law of conveyancing. Mr. Dix Hutton some time since pointed out that remedy, and although we believe that his Record of Title Act has not hitherto met with the success which it deserves, it is not the less clear that by such a process as there provided, and such only, can the evils of complication of title be effectually avoided. Some idea of such a record of title seems to have been floating in the brain of the draftsman to whom the preparation of this bill was intrusted, but either he had not sufficient insight into the difference between that and registration, or he was too much hampered by his instructions to be able properly to carry out the idea. The essence of a record of title, as we understand it, is that no devolution of any kind, with the simple exceptions hereafter mentioned, is ever to appear upon the record. Upon

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every transaction affecting the inheritance, whether by conveyance, devise, or otherwise, a fresh record is to be made out, showing precisely the then state of the title, with all equitable estates, &c., fully disclosed, and with proper references to leases, charges, and other incumbrances not forming part of the title to the fee simple (the details of which appear by themselves), but without any trace of the previous history of the title other than the reference to the folio containing the last preceding record.

This system, at once simple and effectual, completely does away with cautions, notices, inhibitions, and all the other machinery involved in the futile idea of keeping the beneficial title off the register, while it presents at any moment, and at a bird's-eye view, the exact state of the title to any given parcel of land.

The only exceptions to the rule are—1st, where the record shows successive estates, the determination or other extinction of any of these estates is shown by an entry in the margin without a fresh record; and 2ndly, where an estate in fee simple or fee tail is suffered to descend without disturbance the descent is simply noted at the foot of the record. It is obvious that neither of these exceptions in the slightest degree infringes the principle of the system.

The only difficulties, so far as we are aware, connected with this plan of record are two, both of which are equally incident to the plan of registration —1st, to get the property recorded in the first instance; and 2ndly, to keep the record properly indexed.

In South Australia, where, as we are informed, the system has been perfectly successful, the first difficulty did not exist, because, as all the land in the colony was held directly from the Crown under recent grants, it was easy to get a proper entry of every title; but the second difficulty is one inherent in every system of public record, and can only be met by some well-arranged plan of index of *places*—no index of *persons* being of the slightest use; regard being had to the fact, too often overlooked in considering this question, that it can never be assumed that any other land can be an equivalent for that which is the subject of the investigation.

The materials for such an index are, in England, in course of being supplied by means of the new Ordnance maps on the six inch scale; these maps will admit of every tenement, however small (except houses in towns), being denoted by a figure on the map, and on reference to that figure in the index, the required folio of the record should be found. Houses in towns would, of course, have to be indexed somewhat differently, but in that case no difficulty whatever could arise.

No system of consecutive registration whether of deeds or of ownerships, can ever supply all the requisites of a perfect abstract of title, and a register not showing the beneficial ownership, which has, therefore, to be guarded by an elaborate system of notices, is for many purposes worse than no register at all. The history of the Middlesex Register, as recorded in the reports, is full of warning on this head, and it would not be perhaps too much to say that for one case where that register has prevented a fraud, there are ten where it has been made the instrument of injustice, and a thousand where it has operated simply as a useless expense.

We sincerely trust that this bill may not be permitted to become law, believing that its operation would be simply to prop up a deserved failure, and to place a serious impediment in the way of the adoption of a satisfactory and philosophical system of conveyancing.

The Lord Chancellor has acceded to the memorial of the local authorities at the port of Hartlepool, by conferring admiralty jurisdiction on the county court of that borough.

The United States Supreme Court has decided that Congress has no constitutional power to establish police regulations within the States.

Out of 504 cases brought before the Superior Court of Maine, in six terms, only 99 went to a jury; that is, the litigants preferred the decision of a judge in 405 cases.

RECENT DECISIONS.

COMMON LAW.

TAXATION OF COSTS—ALLOWANCE OF TWO COUNSEL—COMMISSION—DISCRETION OF MASTER.

Frost v. *London, Brighton, & South Coast Railway Company*, Ex., 18 W. R. 351; *Sinclair* v. *Great Eastern Railway Company*, C.P., 18 W. R. 491; *Yglesias* v. *Royal Exchange Assurance Company*, C.P., 18 W. R. 381.

There have been lately several decisions which have involved a discussion of the principles which should guide the masters on taxation of costs in allowing or disallowing counsels' fees. The general result of these late cases is that the master is to use his discretion as to the number of counsel whose fees ought to be allowed, and that there is no inflexible rule on this subject. Also that the Courts reserved to themselves the rights of superintending this discretion; but in all ordinary cases where the master has acted on a correct principle the Courts will be slow to interfere with the exercise of his discretion unless a strong case for doing so is made out.

In *Frost* v. *The London, Brighton &c. Company*, the master allowed the fees of two counsel for the plaintiff on a writ of inquiry to assess compensation, and the Court refused to interfere, as it appeared that the master had inquired into the matter and had exercised his discretion, and not acted on any fixed rule.

In *Sinclair* v. *The Great Eastern Railway Company*, the master allowed the fees of only one counsel for the plaintiff in a very important arbitration. He refused to allow two counsel because he thought that there was an inflexible rule of practice to that effect. The Court held that there was no inflexible rule on the subject, and directed the taxation of this part of the costs to be reviewed, that the master might have an opportunity of exercising his discretion in the matter. The Court explain also that *Hawkins* v. *Rigby* (8 C. B. N. S. 271), by which the master appears to have considered himself bound to allow only one counsel under any circumstances, does not lay down any inflexible rule on the point. It is important to remember this, as the case affords good ground for the construction apparently put upon it by the master.

In *Yglesias* v. *The Royal Exchange Assurance Company*, the master allowed the fees and expenses of sending out an English barrister on a commission to examine witnesses abroad, and the Court, acting on the principle of the other two cases we have noticed, refused to review the taxation.

These three decisions may be usefully read together as they all follow the same principle, and at the same time afford illustrations of the manner in which that principle will be applied.

NEGLIGENCE—BAILMENT—GLANDERED HORSE.

Penton v. *Murdock*, Ex. 18 W. R. 382.

In the absence of any special contract every bailee is bound to use reasonable care of the goods delivered to him, and if he is guilty of negligence which causes damage to the goods bailed he is liable to the bailor. There is on the other hand a correlative duty on the part of the bailor towards the bailee that the bailor on his part will not be negligent towards the bailee. *Farrant* v. *Barnes* (31 L. J. C. P. 137), is a good instance of this.

There the defendant sent nitric acid by a carrier without taking reasonable care that the carrier and his servants should know its dangerous nature, and it was held that the defendant was liable for damage caused by the acid to the plaintiff, one of the carrier's servants, in consequence of the plaintiff's ignorance of the dangerous character of the acid.

This seems to be the principle of the decision in *Penton* v. *Murdock*, although it is not so stated. The declaration alleged that the defendant had a horse which he

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knew to be glandered, and he gave the horse to the plaintiff, who was ignorant that the horse was glandered, to be kept by the plaintiff for the defendant in a stable with a horse of the plaintiff's, and that the plaintiff's horse caught the glanders in consequence and died. The plaintiff, on motion for arrest of judgment, was held entitled to recover as a breach of duty by the defendant, and damage thereby to the plaintiff was shown in the action. The only case cited was *Hill* v. *Ball* (5 W. R. 740) which had very little resemblance to the present one except in the fact that it was the sale of a glandered horse that gave rise to the action. The two cases were clearly distinguishable, and the decision of *Penton* v. *Murdock* was not governed in any way by that of *Hill* v. *Ball*.

REVIEWS.

Personal Sketches of his own Times. By Sir Jonah Barrington, Member of the Irish Parliament, Judge of the High Court of Admiralty in Ireland, and Author of "The Rise and Fall of the Irish Nation." *Third Edition, with a Memoir of the Author, an Essay on Irish Wit and Humour, and Notes and Corrections.* By Townsend Young, LL.D. London: Routledge & Sons.

It is now forty years since the last edition of Sir Jonah Barrington's Personal Sketches made its appearance. To the present generation the new edition is almost a new work. Those who have not read it have a treat before them, for it is certainly one of the most entertaining works ever written. Written with genuine Irish humour and *naiveté* it affords an insight into the Irish life and character of the close of the last and the beginning of the present century, peculiarly *apropos* at the present moment. Sir Jonah Barrington was born in 1760, of a family which had held land in Queen's County since the days of Queen Elizabeth. He was called to the bar in 1787, became a King's counsel in 1793, and judge of the Admiralty Court in 1798. In 1830 he was dismissed the Bench for serious misconduct in his judicial capacity, nothing short of misappropriating to his own use moneys paid into court. He died abroad a couple of years later. The limits of Sir Jonah's Sketches thus include some very stirring times in Ireland, in addition to which his narration is carried one or two generations back into the days of barbarism. It would be impossible to convey any adequate idea of the contents of this most amusing book except by printing lengthy extracts for which we have no space. We may, however, detail at second-hand a couple of Sir Jonah's stories. This is what took place during an assize case in which some members of the Barrington family were interested:—

"On the evening of the trial my second brother, Henry French Barrington, a gentleman of considerable estate, of good temper, but irresistible impetuosity, came to me. He was a complete country gentleman, utterly ignorant of the law, its terms and proceedings; and as I was the first of my name who had ever followed any profession, the army excepted, my opinion, so soon as I became a counsellor, was considered by him as oracular. Having called me aside out of the bar-room, my brother seemed greatly agitated, and informed me that a friend of ours, who had seen the jury list, declared that it had been decidedly packed! He asked me what he ought to do. I told him we should have 'challenged the array.' 'That was my own opinion, Jonah,' said he 'and I will do it now!'

"He said no more, but departed instantly, and I did not think again upon the subject. An hour after, however, my brother sent in a second request to see me. I found him, to all appearances, quite cool and tranquil. 'I have done it,' cried he, exultingly, 'twas better late than never,' and with that he produced from his coat pocket a long queue and a handful of powdered hair and curls. 'See here!' continued he, 'the cowardly rascal!'

"'Heavens!' cried I, 'French, are you mad?'

"'Mad!' replied he, 'no no! I followed your own advice exactly. I went directly after I left you to the grand jury-room to "challenge the array," and there I challenged the head of the array, that cowardly Lyons! He peremptorily refused to fight me, so I knocked him down before the grand jury and cut off his curls and tail; see, here they are, the rascal, and my brother Jack is gone to flog the subsheriff.'"

Of Sir Boyle Roche Sir Jonah writes (*inter alia*) as follows:—

"He was a determined enemy to the French revolution, and seldom rose in the House for several years without volunteering some abuse of it. 'Mr. Speaker,' said he, in a mood of this kind, 'if we once permitted the villainous French masons to meddle with the buttresses and walls of our ancient constitution, they would never stop nor stay, sir, till they brought the foundation-stones tumbling down about the ears of the nation! There,' continued Sir Boyle, placing his hand earnestly on his heart, his powdered head shaking in unison with his loyal zeal, whilst he described the probable consequences of an invasion of Ireland by the French Republicans, 'There, Mr. Speaker! if those Gallican villains should invade us, sir, 'tis on that very table, maybe, these honourable members might see their own destinies lying in heaps a-top of one another! Here, perhaps, sir, the murderous marshal-law-men (Marseillois) would break in, cut us to mince-meat, and throw our bleeding heads upon that table to stare us in the face!' Sir Boyle, on another occasion was arguing for the Habeas Corpus Suspension Bill in Ireland—'It would surely be better, Mr. Speaker,' said he, 'to give up not only a part, but, if necessary, even the whole, of our constitution, to preserve the remainder!'"

Sir Jonah Barrington does not stick at pulling the long bow to a considerable extent, and it is not always easy to determine where the truth ends and the fiction begins, or even to separate from the substratum the embellishments with which it is presented to the reader. Life in Ireland, as Sir Jonah represents it, seems to have been one long scene of jovial, headlong, three-quarters blundering and one quarter shrewd horse-play. We have the account, told with much detail of the writer's great-aunt being besieged in her castle by the warriors of a neighbouring tribe, and holding it stoutly and successfully, at the cost only of her husband, of whom she observed, that she might get another husband, but never could get another castle. While a boy, Sir Jonah assisted at a singular bout of "hard going." It was resolved that during a long frost which stopped hunting a party should shut themselves up in the huntsman's cottage with the carcass of a cow, a hogshead of claret, some fowls, bacon and bread, two pipers and a fiddler; which accordingly was done. The windows were stopped up to shut out the light, one room was filled with straw and blankets as a common bed-room, while another served as the kitchen, and so the hard-goers kept it up, eating, drinking, sleeping, and cock-fighting, till on the seventh morning the cow was done, and the claret on the stoop. A chapter is devoted to duelling and the Galway rules, and Sir Jonah gives a long list of duels fought by judicial and official antagonists, though in most cases before their elevation to the bench—thus,

"The Lord Chancellor of Ireland, Earl Clare, fought the Master of the Rolls, Curran.

"Nudge, Baron of the Exchequer, fought his brother-in-law and two others.

"The Chief Justice, Common Pleas, Lord Norbury, fought Fire-eater Fitzgerald and two other gentlemen, and frightened Napper Tandy Tandy and several others; only one hit.

"The judge of the Prerogative Court, Dr. Duigenan, fought one barrister and frightened another on the ground.

"The Chief Counsel to the Revenue, Henry Deane Grady, fought Counsellor O'Mahon, Counsellor Campbell, and others; all hits, &c., &c., &c."

"I think," says Sir Jonah, "I may challenge any country in Europe to show such an assemblage of gallant judicial and official antagonists at fire and sword as is exhibited even in this list." We think he may. Of course Sir Jonah goes through his own share of the performance. According to his account the duello seems to have been incorporated into the common law procedure, its use being twofold. If your adversary had retained a dangerous man, your remedy was either to challenge him and shoot him yourself, or get your own attorney or counsel to do so. You might also resort to a challenge as in the nature of an appeal, when smarting under the mortification of an adverse decision. One of Sir Jonah's best clients, hampered in a long and determined series of litigation by some legal technicalities, determined "to fight it out, muzzle to muzzle, with the attorney and *all* the counsel on the other side," and proceeded to carry out his determination with alternate challenges from himself

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and his sons, beginning with one to the defendant's attorney, who promptly accepted the invitation. At length, however, this persevering litigant, "finding that neither the laws of the land nor those of battle were likely to adjust affairs to his satisfaction, suffered them to be terminated by three duels and as many wounds." As we have said, it is not always easy to say where Sir Jonah's facts end and his embellishments begin; perhaps some of his most incredible relations are among the truest; the whole complexion of the book is probably a genuine reflex of Irish character.

However this may be, the book is certainly a most entertaining one, and we cordially recommend it to our readers as an enjoyable piece of reading. The editor of the present edition has thought fit to persecute his author page after page with foot-notes, in which he presents his own comments on the text. These foot-notes are the most unaccountable pieces of composition we ever remember to have suffered from; their literary value is about on a par with that of the annotations with which persevering scholiasts adorn the leaves of Mr. Mudie's volumes; and the utter absence on the part of their writer of all faculty for appreciating humour must render him one of the most extraordinary individuals extant. The annotations are also insufferably conceited. They are, however, no drawback to the book, since no one is obliged to read them; and we must not forget that we have to thank their author for reprinting these inexpressibly entertaining Sketches. The work has been very well got up by the printer, and will be found very pleasant reading for tired lawyers.

COURTS.

THE ASSIZES.

KINGSTON.

(Before the LORD CHIEF JUSTICE and a Special Jury.)

April 2.—*Elworthy* v. *Milliken*

Mr. *Serjeant Parry* and Mr. *Joyce* appeared for the plaintiff; Mr. *Pollock*, Q.C., and Mr. *Arthur Wilson*, for the defendant.

This was an action against the proprietor of the *Solicitors' Journal and Reporter* for an alleged libel published in that journal. The damages were laid at £2,000.

Mr. *Joyce* having opened the pleadings,

Mr. *Serjeant Parry* said—May it please your Lordship, gentlemen of the jury—the plaintiff in this case is a solicitor, and he complains of a libel which has been published against him in a journal which I am free to say is of the highest respectability, and has a large circulation amongst our profession, called the *Solicitors' Journal and Reporter*. I am happy, however, to inform you that you will not be troubled with any inquiry in this case. The nature of the libel which Mr. Elworthy complained of is this—that, having established in Greenwich with his father an association called the West Kent Legal and Mercantile Institute, the *Solicitors' Journal*, in commenting upon that association, has undoubtedly said—I think that is what is complained of—that the Law Institution should have their eye upon it; and it has said of him that which he feels he ought to complain of. But, gentlemen, I have consulted with my learned friend Mr. Pollock, who appears for the *Solicitors' Journal*, and I believe he is ready to endorse what I am about to say to you. This institute was established in September, 1869, and since then it has been the means of collecting many debts due to the tradespeople in the neighbourhood of Greenwich. I believe that Mr. Elworthy was much employed in behalf of the creditors of Lord Mahon and Sir William Parker, with reference to the election; he was employed by them to recover certain amounts, and he did recover those amounts, and paid them over to the parties who were entitled to the sums of money that he recovered. I may mention to you that an association of this kind is not looked upon with favour by the profession, and I am not at all here to say that if the *Solicitors' Journal* thought that there was anything at all improper about an association of this kind, it would not have a right to freely and fairly comment upon it; but when I informed my friend, Mr. Pollock, as I inform you, that since the formation of this institute Mr. Elworthy has conducted himself in an honourable manner, and has never in any way whatever had any complaint brought against him by any of his clients, although it may not be what some of the first-rate firms in this country would do, yet it has been done by him, and he has conducted himself fairly and honourably, and no complaint whatever has been made against him:—My friend, Mr. Pollock, I believe, under those circumstances, would say that he has no desire for a moment to assert that any complaint has been made against Mr. Elworthy with reference to this institute, and under these circumstances, gentlemen, we have agreed to a course which I think is honourable to Mr. Elworthy and also to the defendant, that is to withdraw a juror and so settle the dispute between the parties.

Pollock, Q.C.—My Lord, my course, representing Mr. Milliken, who is the proprietor of the *Solicitors' Journal and Reporter*, upon the present occasion is a very simple one. I am not here, gentlemen, either to go into the character or previous history of the plaintiff in this action, Mr. Elworthy, nor am I here to in any way refer to any past conduct which may have been his. All I have to say is this—that what was done was done, as my friend has said, by the editor in the discharge of his duty as editor of this journal, in making comments upon what was supposed to be, and was certainly considered to be, as my friend says, a somewhat irregular course of proceeding for a solicitor. If my learned friend's client thinks the view correct which he has taken, on behalf of my client I am equally satisfied, it being admitted that the comment was that sort of comment which was fairly and honourably made, not with the intention of personally effecting anything like the ruin of an individual, or making anything like a personal attack, in the sense of a personal attack, upon the plaintiff. Mr. Elworthy was entirely unknown to my client, and the facts which came before him came before him in the ordinary course of public inquiry through the newspapers, and these comments were made in the usual manner in which such comments are written. Under these circumstances I consider that my client is acting quite correctly, and I entirely sanction the course he takes, in not opposing the course which my learned friend has adopted of withdrawing a juror.

A juror was accordingly withdrawn. Another action commenced by the same plaintiff, for the same alleged libels, against the printers of the *Solicitors' Journal* was at the same time abandoned.

Attorney for the plaintiff, *John P. Godfrey*.

Attorneys for the defendant, *Rooks, Kenrick & Harston*.

COURT OF BANKRUPTCY.

BASINGHALL-STREET.

(Before MR. REGISTRAR BROUGHAM, Sitting for the Chief Judge.)

April 5.—*Re Taylor*.

Bankruptcy Act, 1869, *s.* 7—*Summons under*—*Bankruptcy Act*, 1861, *ss.* 192 *and* 198—*Deed of Assignment*.

The debtor, J. T. Taylor, executed in August, 1869, a deed of assignment for the benefit of his creditors, which was duly registered under the 192nd section of the Bankruptcy Act, 1861. In March of the present year a creditor whose debt had been incurred prior to the execution of the deed caused a summons to be issued under the Bankruptcy Act, 1869, s. 7, stating that in the event of the debtor failing to pay the amount specified in the summons or to compound for the same to the satisfaction of the creditor, a petition might be prescribed against him praying that he might be adjudged a bankrupt. It appeared that at the period of issuing the summons no mention was made by the creditor of the fact that the debtor had executed a deed of assignment under the Bankruptcy Act, 1861.

Mr. Lawrance, solicitor for the debtor, pointed out that after the execution of a deed under the 192nd section no process could be made available by a creditor without the leave of the Court under the 198th section, and in this case no such leave had been obtained. He characterised the proceedings as an attempt to extort a preference in favour of an individual creditor, to which he was not fully entitled.

Mr. Kisch, solicitor for the creditor, said that the summons was issued under the Bankruptcy Act, 1869, and could not be affected by any provision of the old law. He repudiated altogether the deed and the proceedings thereunder, and contended that he had a clear right to issue the summons.

Mr. Registrar BROUGHAM, adverting to the fact that at the time of the issuing of the summons no mention was made of the registration of the deed of assignment, was of

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opinion that the proceedings were altogether irregular, and dismissed the summons, with costs.

April 6.—*Re Ellison—50th rule—Practice.*

Reed applied under this petition for liquidation for an injunction to restrain proceedings in bankruptcy instituted against the debtor. It appeared that an interim injunction had already been granted, and notice of motion had been given to the petitioning creditor.

Mr. Munns, solicitor, for the petitioning creditor, took a preliminary objection to the hearing of the application. The notice of motion stated that in support of the application an affidavit of William Ditchman would be used, but no copy of any affidavit by Mr. Ditchman had been served, and it was not known whether such affidavit had been filed. The only affidavit served upon the petitioning creditor appeared to be made by the debtor himself, upon an application for the appointment of a receiver; and it was submitted that the proceedings were irregular.

Reed observed that the file of proceedings disclosed all the facts—the nomination of a receiver, and the interim injunction—the appointment of a first meeting, and the notice of the present application.

Mr. Registrar BROUGHAM said that if the copy affidavit had not been served, there was end of the matter. He could only adjourn it on the consent of the petitioning creditor; otherwise the application must be dismissed, with costs.

Mr. Munns said that in proceedings under the new law it was of importance that the greatest strictness should be observed. He could not consent to a postponement.

Mr. Registrar BROUGHAM said that the present application would be dismissed, with costs. The interim injunction would be extended to a day sufficiently long to enable the debtor to give a fresh notice of motion.

Solicitors, *Ditchman; Lewis, Munns, Nunn, & Co.*

COUNTY COURTS.

LOWESTOFT.

(Before JOHN WORLLEDGE, Esq., Judge.)

Feb. 25, March 25.—*Slater* v. *Porter and Linder.*

Admiralty Jurisdiction—17 & 18 *Vict. c.* 104, *s.* 182.

A custom that in case of the loss of a fishing vessel the value shall be deducted from the wages of the crew.

Held, illegal when incorporated into agreement between owner and crew.

This was a suit for wages instituted by the plaintiff (a fisherman, of Blundeston, Suffolk), who was one of the crew, against the defendants (William Porter and Robert John Linder), who were the owners of the late fishing lugger *Onwards*, of Lowestoft; the plaintiff claimed £12.

The *Onwards* was engaged in the herring fishery last autumn, and she was sunk in a collision with the lugger *Finish* at the mouth of the Lowestoft Harbour on the 4th November last; the present defendants having instituted a suit in this court against the *Finish* and her owners, the case was heard on the 31st December last before the judge and nautical assessors; the assessors were of opinion that the *Onwards* was alone to blame for the collision and the suit was dismissed with costs. After the suit was decided the crew of the *Onwards* went to the defendant Porter for a settlement, and Porter ultimately claimed to deduct the value of the *Onwards* and the law costs from the gross earnings of the *Onwards* up to the 4th November, and as that with other deductions which could be legally made exhausted the whole gross earnings, he refused to pay the crew anything.

Mr. WORLLEDGE, after stating the facts, delivered the following judgment:—The *Onwards* undoubtedly "sailed by the shore," and the only question in the cause is whether, in making up the "earnings of the boat," the defendants, were entitled to deduct the value of the *Onwards* and the costs of the suit against the *Finish* from the gross earnings of the *Onwards* up to the time she was lost.

It was contended, on the part of the defendants, that by custom they were so entitled, and evidence was given of five instances of the value of a lost boat being allowed the owners on the making up of the earnings of the boat, it could not be expected that many such instances should be proved, as the "sailing by the shore" had only been in vogue some twenty years. Under the old system the crews were paid so much a last for all the fish caught and the owners then bore all losses.

But in sailing by the shore the owners are entitled to deduct for lost and damaged nets, as was established in this court by the verdict of a jury in the year 1863 in a case of *Norman* v. *Capps*, and there was evidence in the present case that the owners are also entitled to deduct for lost or damaged sails and the like, and it appeared difficult to me where to draw the line so as not to deduct the value of the fishing lugger herself if lost.

Mr. Wiltshire (solicitor for plaintiff) on the other hand contended that five instances in twenty years were not sufficient to establish the custom set up for the defendants. And further, that even if the custom was established in point of fact, it was illegal and void as being in contravention of the policy of the Merchant Shipping Act, 1854, 17 & 18 Vict. c. 104, s. 182, inasmuch as the custom tended to work a forfeiture of all the men's earnings. The section referred to is in these terms: "No seaman shall by any agreement forfeit his lien upon the ship, or be deprived of any remedy for the recovery of his wages, to which he would otherwise have been entitled; and every stipulation in any agreement inconsistent with any provision of this Act, and every stipulation by which any seaman consents to abandon his right to wages in the case of the loss of the ship, or to abandon any right which he may have or obtain in the nature of salvage, shall be wholly inoperative." By section 18 of the Merchant Shipping Acts Amendment Act, 25 & 26 Vict. c. 63, the case of seamen belonging to any ship which, according to the terms of the agreement is to be employed on salvage services, is exempted from the operation of the 182nd section of the earlier Act, but in other respects that section is in full operation, and any agreement made in contravention of the terms of that section, absolutely void.

Now assuming any custom to be established in point of fact, the way in which it operates upon contracts is to suppose it incorporated in the contracts, and in the present case we must suppose that if there had been written articles entered into, that one stipulation would have been this, "that in the event of the lugger being lost, the value of the lugger shall be deducted from the gross earnings in the making up of the voyage." And from what was stated at the trial, I conclude that as a general rule the value of a fishing lugger would, if deducted from the gross earnings absorb the whole of them; in other words, would cause a forfeiture of the whole of the crew's earnings or wages. If so it is clear that the stipulations I have supposed inserted in the articles would be void, as being in contravention of the terms of the 182nd section of the Merchant Shipping Act, 1854. And if so, a custom which it is contended governs all agreements between the owners and crews of fishing luggers, and has the same effect as the stipulation I have supposed to be inserted in written articles between an owner and crew, is equally opposed to the terms and spirit of the above section of the Merchant Shipping Act, and must be held to be equally void and inoperative, and I therefore am of opinion that the custom set up in the present case is void in law, and the judgment of the Court must be for the plaintiff.

Judgment for plaintiff, with costs.

APPOINTMENTS.

Mr. WILLIAM HENRY COOKE, Q.C., Judge of the Norfolk County Courts, has been appointed a Magistrate for the county, and took the oaths and his seat, at Norwich, on the 22nd of March. Mr. Cooke was called to the Bar at the Inner Temple in June, 1837, and formerly went the Oxford Circuit. On the death of Mr. Serjeant Manning, in 1867, Mr. Cooke was appointed Recorder of Oxford, and Judge of the Norfolk County Courts (Circuit No. 32).

Mr. EDWARD WILLIAM COX, serjeant-at-law, has been appointed Deputy-Assistant Judge at the Middlesex Sessions, in succession to the late Mr. Joseph Payne. Mr. Serjeant Cox was called to the bar at the Middle Temple in May, 1843, and became a serjeant-at-law in May, 1868. He belonged to the Western Circuit. He was recorder of Helston and Falmouth from 1857, till June, 1868, when he was appointed Recorder of Portsmouth.

Mr. JOHN JAMES HEATH SAINT, barrister-at-law, of the Midland Circuit, has been appointed Recorder of Newark-on-Trent, in succession to Mr. S. B. Bristowe, who has

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resigned on being elected M.P. for that borough. Mr. Saint was called to the bar at the Inner Temple in May, 1854, and practises on the Midland Circuit, and at the Warwick, Coventry, and Birmingham Sessions.

Mr. Paul Octavius Haythorne Reed, solicitor, of Bridgwater, Somersetshire, has been appointed coroner for that borough, in the room of Mr. J. Poole, deceased. Mr. Reed, who was certificated as a solicitor in Trinity Term, 1849, has for some years been deputy-coroner of Bridgwater.

Mr. Thomas Henry Alderton, solicitor, of 97, Edgware-road, has been appointed a London Commissioner to administer oaths in Chancery.

Mr. James Walkins, solicitor, of Bolton, Lancashire, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds to be executed by married women.

Mr. Henry Stanley Whalley, solicitor, of Blackburn, Lancashire, has been appointed a Commissioner for taking affidavits in the Courts of Queen's Bench, Common Pleas, and Exchequer.

Mr. Henry Dent Hinrich, of Bedford, has been appointed by the Lord Chancellor a Commissioner to Administer Oaths in Chancery in England.

GENERAL CORRESPONDENCE.

Amalgamations of Life Insurance Companies.

Sir,—I have just seen a pamphlet entitled "Life Assurance Companies and their Amalgamations" by a Solicitor, in which the author does me the honour to reply to the remarks contained in my letter published in your number of the 5th of February last. He states in a note at foot of the first page, that the principal part of the substance of his observations are contained in a letter written by him in answer to my said letter, and published in your Journal on the 5th of March. That letter unfortunately escaped my notice; otherwise I should have adverted to it in the letter of mine which last week you kindly inserted, with reference to the same subject. The writer of the pamphlet has, from a policyholder's point of view, offered some very pertinent observations. After stating the decision in favour of the annuitant in the *Family Endowment case*, he asks (p. 1):—Is there any difference in the case of a policyholder who has not entered into any new contract, and has paid his premiums to another company by direction of the company with which he contracted without any intimation from either company that it was intended that such payment should release the company contracting with him from their engagement? This question, assuming, as it does, that the policyholder has *not* entered into any fresh contract, almost invites an answer in the affirmative; but even conceding the absence of any novation in the case to which he refers, I still maintain that, owing to the peculiar nature of the contract of insurance, which requires the performance of a periodical act on the part of the assured, in order to keep the policy alive, a direction by the insurers to pay the annual premium to another company, unless within the powers conferred by the deed, will not, as against the former company, prevent a lapse. The decision in the *Family Endowment case* applies solely to the case of the transfer of an existing liability, where no further act remained to be done on the part of the creditor in order to complete his demand. The Lord Chancellor observes in his judgment on the fact that the annuitant had made *no payment* to the new company. Much difficulty, in point of classification, will arise in these cases, owing to the great diversity of the clauses of the deeds of settlement of each company, more especially those, if any exist, which recognise or regulate the power of dissolution, transfer, or amalgamation.

In regard to these powers, insurance companies may be divided into two classes, namely, those which have power to amalgamate with or to transfer their capital and liabilities to other companies; and those which have no such powers. With regard to the former class, I submit that, as regards all policies current at the date of the amalgamation, provided the powers conferred upon the company have been strictly pursued, the policyholder will be, by virtue of the original contract, transferred to the new body, whether he likes it or not. For this proposition I cite *Re Waterloo Assurance Company, Ex parte Carr* (33 Beav. 542). In fact, the trite, but often forgotten, advice to those about to insure, *to read over their policies*, seems peculiarly appropriate when we consider that one of the contracting parties is a quasi-corporate body, which is entirely governed by its articles of association, which are expressly or impliedly incorporated by reference into every policy which it issues My former letter, which the "Solicitor" has noticed, chiefly refers to the better class of companies, which have no amalgamative powers, and which class, for the purpose of my argument include, of course, those which, in amalgamating, do not pursue such powers as they may possess. With reference to such I again respectfully reiterate the proposition I have already asserted, namely, that such amalgamations being *ultra vires*, and therefore *void*, all arrangements founded thereon, including the appointment of the transferees, as their agents, receivers and paymasters, are equally void; and the recent decision of Vice-Chancellor Stuart in *Re Empire Assurance Company, Ex parte Challis and Others*, answers the difficulty suggested by the "Solicitor," showing, as it does, that want of power to sell will invalidate a transfer, notwithstanding that the purchasing company had authority to buy. This "new point," for which the "Solicitor" gives me the credit of starting, he encounters, on the ground, as I understand him, of the company being as it were estopped from disputing the validity of the payment, in consequence of their obligation, upon their dissolution, to make a proper provision for meeting their engagements. But I need hardly say that a dissolution and an amalgamation with another company are very different things. The judgment of Cockburn, C.J., in *King v. The Accumulative Life Fund and General Assurance Company* (3 C. B. N. S. 151, 6 W. R. 12), clearly points out the distinction, and shows that an amalgamation is *ultra vires* and void when effected under colour of a power to wind up the company.

The obvious remedy of the policy-holder in such a case, if he declines to be transferred, is to claim the full value of his policy. The other objection taken by the "Solicitor" to my "new point" is that the assenting shareholders at least, if not the company, would be bound. I do not at present stop to consider if such would be the case. It is enough for my argument that the company, as such, would not be concluded by such payments. Many of the members of the company are probably under legal disability, and the estates of deceased members, if any such there be, are also contributories. It would be most unjust that these should be made liable in the events above alluded to. The "Solicitor" cites the case of *King v. The Accumulative, &c.*, as conclusive against me on the question of the right of action of the dissenting policy-holder against the company which transfers its business. I think that all it actually decides is that there is no express or implied contract by the company with the policyholder that they will retain in their own hands their capital, and not part therewith; and that an action on a *quia timet* principle was not maintainable against the company; but it does not determine that the policyholder might not treat the act of the company in refusing to accept the annual premium as such a deliberate abandonment of the contract as to entitle him forthwith to sue for damages. (See *Coot v. Ambergate Railway Company*, 17 Q. B. Rep. 127.) As to the option I have given him of restraining the company by injunction, or at least of putting them under terms, he objects on the grounds of the probability that the arrangement will have been completed and the assets handed over before the matter reaches the ears of the creditor. But this does not apply to transactions of this sort, more or indeed nearly so much, as to many other grievances where an injunction is the appropriate remedy. Amalgamations are always heard of on 'Change, and even if one should have been so skilfully arranged as to have been concealed at the time from the policyholder, he will hear of it quite early enough to have the assets, if any, impounded for his claim. In thus offering my reasons, from the shareholder's point of view, as against that of the policyholder, I do not seek to discuss the important question as to what may be the liability of directors promoting or concurring in these said amalgamations. I would only remark that many of the concluding observations of the "Solicitor" would be more appropriate if confined to the acts of the governing bodies of the companies instead of being levelled against the shareholers at large.

March 31. A Barrister.

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THE LEISURE HOUR.

The editor of the *Leisure Hour* sends to the editor of the *Solicitors' Journal* the part for April; at page 257 is a note on lawyers' charges. The criticisms on the article in the February *Leisure Hour* were in some points quite just, and the editor has expressed his regret that the article was admitted in the form in which it appeared.

The contributor to the *Solicitors' Journal* is mistaken in supposing the *Leisure Hour* to be a magazine for "Sunday reading in the nursery"—at least his ideas of such reading must differ from the general opinion of the press, as shown in the enclosed extracts. The editor of the *Leisure Hour* will take every opportunity of making reparation for the wrong caused by the too indiscriminating tone of the first article. He is obliged to the editor of the *Solicitors' Journal* and to private correspondents for bringing the point before him.

56, Paternoster-row, April 5.

COUNTY VOTING.

Sir,—A lady who is the owner of a house held for a long term and worth upwards of £80 per annum wishes to be rated for the relief of the poor in respect of it, but would like so to deal with the property as to give two of her sons a vote for the county. Can any of your readers suggest a method of effecting the desired object? The clause as to the lodger franchise is inapplicable. IGNORAMUS.

Sir,—The Attorneys' and Solicitors' Remuneration Bill is now in committee, and I think it high time that attorneys and solicitors should be protected as well as clients. It often costs £1,000, and seldom less than £500 before an attorney is fit to practice, and then he has to wait for business. The examination also is one which requires the education of a gentleman, and yet the profitable part of the profession is intruded upon by persons who have been clerks in attorneys' offices, then start as law agents, accountants, auctioneers, and now liquidators. In cities as well as every country town in England are to be found as many as one to four who ply like a cabby for hire, in case of illness to make a will, or death to assist in proving, passing the residuary and succession duty accounts, holding auctions, and in case they are referred to a solicitor, then these parasitical lawyers employ the same attorney. There is no responsibility against the use of forged stamps, although I never knew any; wills are made, often no executor named, and which is difficult to comprehend, yet they pass, and there are those who pride themselves, and persons of property and position too, that their law business is done without an attorney. If it was made penal to charge directly or indirectly for preparing these documents, or the party could at any time after recover back any fees paid, this would be a great check. The auctioneer is protected by the Excise for his £10 certificate or license, but we have no protection whatever for our £6. All probates ought to pass through the hands of an attorney, and it is to be feared that parties prove at the court for less and avoid the stamp as well as the attorney. Residuary accounts ought to be attested by an attorney and declared, as well as succession.

Ottery, Devon. J.

Sir,—Will you, or one of your readers, inform me what are the necessary subjects to take up in an examination for a B.A. degree at London University; or, if this information is contained in the London University Calendar, where and at what price that publication may be obtained?

AN ARTICLED CLERK.

J. J. Wright, a coloured man, who sits in the General Assembly as senator from Beaufort county, was elected yesterday Associate Justice of the Supreme Court of this State. Wright was born in Pennsylvania, graduated at the Lancasterian University in New York, studied law for two years at Montrose, Pa., and was admitted to the bar in Susquehana county, being the first coloured man admitted to practice in Pennsylvania. In 1865 he came South, and was made legal adviser of the South Carolina freedmen. He was a delegate to the reconstruction convention, and was afterward elected to the State senate. Wright is quiet, well-behaved and decidedly intelligent, but neither his decency nor his little knowledge of the law caused his election to the highest judicial position in the State. He was elected solely and simply because he is a coloured man.—*Charleston (U.S.) News.*

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 1.—*Bankruptcy Law Amendment (Ireland) Bill.*—The Marquis of Clanricarde laid on the table a bill, the object of which was to place non-traders in the same category as traders. The bill was read a first time, and its second reading was fixed for the 2nd of May.

Peace Preservation (Ireland) Bill.—On the motion of Earl Granville, their Lordships agreed not to insist upon their amendment to which the Commons had refused to assent.

Their Lordships rose at twenty-five minutes past five.

April 4.—The following bills received the Royal assent:—The *Peace Preservation (Ireland)*, *Mutiny*, *Marine Mutiny*, and *Coinage Bills*.

The *Owen's College Extension Bill* was read a third time and passed.

Revision and Uniformity of Sentences.—Lord Penzance moved for a return of the criminal sentences remitted, reduced, or varied by the Crown under the advice of the Home Secretary during the last three years, distinguishing the cases in which the ground of interference was the supposed innocence of the parties, the severity of the sentence, or other causes. In doing so, he dwelt at length upon the defects of the existing system, particularly the uncertainty and the absence of publicity of the action of the Home Secretary. He recommended the constitution of a Court of Appeal, consisting of common law judges or ex-judges, or members of the Judicial Committee of the Privy Council, as well as the Home Secretary, who should revise sentences. After some remarks from Lord Morley, the Duke of Richmond, Lord Lyveden, and the Lord Chancellor, the motion was withdrawn.

April 5.—The *Ecclesiastical Patronage Transfer Bill* was read a second time on the motion of Lord Lyttelton.

HOUSE OF COMMONS.

April 1.—Mr. Charley gave notice that on the 29th instant he would call attention to the recent appointment of Mr. Lowry, Q.C., to a court at Manchester, and put a question to the Government on the subject.

Peace Preservation (Ireland) Bill.—On the motion of Mr. Gladstone, the Lords' amendments were agreed to with one exception, which, as affecting a matter of taxation and therefore the privileges of the Commons, was rejected.

The *Irish Land Bill* was then resumed in committee and the following amendment, to be inserted at the commencement of clause 2, in accordance with Mr. Gladstone's proposal on the previous evening, was adopted:—"If, in the case of any holding not situate within the province of Ulster, it shall appear that a usage prevails which in all essential particulars corresponds with the Ulster tenant right custom, it shall, in like manner, and subject to the like conditions, be deemed legal, and shall be enforced in manner provided by this Act."—Sir J. Gray then proposed to insert all the remainder of the clause. Upon this much discussion took place.—Mr. Gladstone said the intention of the words which had been adopted was to apply the whole body of clause 1 to the case of the Ulster tenant right custom if found to exist in its essential particulars out of Ulster. They proposed to find a much simpler substitute for clause 2, by two alterations in clause 6, which he would state to the committee when they arrived at the clause. The amendment was agreed to. It was then put that the clause as amended should stand part of the bill, and the clause as amended was negatived.—Upon clause 3, providing for compensation in the absence of custom, Mr. Downing proposed an amendment defining a minimum of compensation.—Mr. C. Fortescue opposed the amendment, which was withdrawn.—Mr. Walpole objected to the clause.—The Solicitor-General for Ireland proposed the addition of words, made necessary by the option given under the first clause to a tenant to give up his right under the Ulster custom, for the purpose of claiming under the subsequent sections. If clause 3 remained as it was it might be held to bar the power given to the Ulster tenant to come in under the subsequent compensation clauses. The amendment was agreed to.—Mr. Corrance said this clause, providing as it did for compensation in the absence of custom, contained what he might call the major proposition of the bill. What was the reason for it? It was not Fenianism, for the landlords were not implicated in that; nor was it

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the number of evictions, for nine-tenths of them took place in consequence of the non-payment of rent. What had the landlords done to be subjected to this clause? They would be told that they had not improved as they ought. But look at the difficulties they had been under. By this clause they were creating a new tenant right, while by other clauses they had provided for the gradual extinction of the Ulster tenant right custom. The clause assumed a right of occupation, but he denied that there was any such right. They ought to define what was disturbance. He moved to leave out the words, "disturbed in his holding by act of the," in order to insert the words, "evicted by, or consequent upon notice to quit from landlord."—Colonel Bartellot thought they ought to have some clearer definition of what disturbance by the landlord was.—Mr. Synan said the effect of this amendment would be to deprive nine-tenths of the tenants of compensation.—Mr. Bruen said some sort of definition should by given of "disturbance" by the landlord.—Mr. Gladstone said that his objection to the amendment was that it did not define the word disturbance at all, though it professed to do so. So far from being a word unknown to the law, it was perfectly known, and had been referred to in former Acts. He also objected to the amendment on account of its vagueness. The purport of the motion was to lay down the principle that on the termination of a lease there would be no notice to quit, so that a lease for a year and a day would bar eviction. It was simply the destruction of the bill. The House never would consent that when a tenancy from year to year would give the tenant a claim for compensation under eviction a lease for a year and a day would not.—Mr. Hunt thought that there ought to be a definition of the word disturbance.—Mr. Gladstone said that the Solicitor-General thought it better to give an interpretation to the word tenant rather than to define the word disturbance.—Mr. Headlam was of opinion that a tenant was bound to give up peaceable possession of premises held under lease at its expiration.—Lord J. Manners said that they were legislating for Ireland on the assumption that the tenants were the most ignorant as well as helpless of people. In point of fact if they were offered leases of a year and a day they would not accept them.—The Solicitor-General for Ireland said that the scope and object of the bill was to give compensation at the expiration of the lease. If the amendment was accepted it would deal a death-blow to the bill. It was necessary to legislate for Irish tenantry in a different manner to that in which they did for English tenants; and he mentioned a case in which a large estate in the west of Ireland was held by the tenants for a year certain, and on its being disputed a stamped agreement with every tenant was produced.—Dr. Ball said that it was absolutely necessary to define the word disturbance. He asked whether an assignment was a disturbance or not. There should be a definition of disturbance declaring that neither assignment without leave nor eviction on the expiry of a lease was such disturbance.—Colonel W. Patten also thought a definition of the word desirable.—Mr. Herbert asked who was to have the compensation when the tenants were put on the land by a middleman.—Mr. Jessel considered that the amendment was wholly inconsistent with the general principle of the bill.—Mr. Gladstone reminded the committee that the two questions of definition of the word disturbance, and compensation to the tenant disturbed, were wholly distinct. The first was a proper subject of consideration, but what the hon. gentleman opposite wanted was that compensation should only be given in cases where a tenant had received notice to quit, to which the Government could not consent.—Mr. Corrance then withdrew the amendment on the understanding that Mr. Headlam's would be persevered in.—Mr. W. Shaw then moved an amendment providing that the notice of disturbance signed by the landlord should contain full reasons for it, and that the compensation should include the value of the reclamation of land and the buildings and improvements as well as inexhausted manure and tillage, the amount to be in the discretion of the judge. He contended that great care should be taken in the selection of the judges of the new land courts.—Mr. C. Fortescue opposed the amendment on the ground that any directions to the judge in respect to the assessment of damages were unnecessary, and that the reasons of the landlord for disturbing the tenant must be given to the court, so that it was unnecessary to give them in the notice. The clause constituting the court gave the fullest powers to deal with the whole question.—Sir P. O'Brien urged on the government the propriety of constituting the new courts in such a manner that they should be presided over by accomplished judges at adequate salaries, so that they might obtain the confidence of the people.—Mr. Bruen concurred.—Mr. Brewer said that the subject of the constitution of the courts would be discussed in another clause.—Mr. M'C. Downing said that the persons who were to be selected under the bill to fill the office of judges would be fully competent to the performance of the duties.—The amendment was withdrawn.—Mr. C. Fortescue then moved an amendment in line one of the clause, the object of which was to effect entirely that which had only been partially effected by the bill as originally framed, namely, the separation of the question of compensation for improvements other than permanent improvements from that of damages for eviction or loss sustained on quitting the holding.—Dr. Ball said that the proposal of the Chief Secretary was one to alter the original plan of the bill as regarded compensation. The effect of the amendment would be to give the tenant a right to damages for the simple act of eviction, however legal or just it might be; and he considered that the committee had a right to complain of a new principle of this important character being introduced into the bill in the shape of an amendment. If they once admitted this principle they could not suppose that it would be confined to Ireland. If it be contended that the principle is abstractedly a right one, why should not the tenants of England and Scotland have the benefit of it? The bill had been very elaborately framed, and every point well weighed, and yet the principle now embodied in the amendment was not contemplated at the time when the measure was prepared. He trusted that the amendment, which was pregnant with very serious consequences, would be rejected by the committee.—Mr. Gladstone denied that there was the smallest reason to complain of the conduct of the Government in proposing this amendment. It was not a new principle. The Government had never admitted the construction put upon the bill by the right honourable gentleman, but they had, as they were entitled to do, put their own meaning on their own bill, and it was rather hard upon the Government that the right hon. gentleman should complain that they had been guilty of some breach of faith. He (Mr. Gladstone) must entirely disclaim the notion that the Government had introduced a new principle into the bill. He had stated on the second reading that he thought sufficient ground had been shown for effecting a more complete separation between compensation for improvements and damages for simple eviction. With regard to the effect that this enactment was to have upon the rights of property and upon the relative rights of rich and poor, that was a matter which, he dared say, the committee would have to consider when they got a little further into the discussion; but one thing he would say, and it was this, that when they talked in that House of the rights of rich and poor, let them remember that they were in an assembly in which the poor were not represented. It was an assembly in which poor men were not contained, and which, having for 600 years had under its charge legislation for Ireland, had, by the manner in which that legislation had been conducted, presented to them the state of things which they now found in Ireland. It would be to the convenience of the committee if the amendment were accepted as a verbal amendment, as it had no connection with the substantial changes in the bill. The right hon. member for Bucks had an amendment proposing compensation in certain cases; the Secretary for Ireland proposed compensation in certain other cases; and on these two amendments the question of principle could be decided.—Mr. Disraeli said that if the amendment was to be taken as merely technical, the Secretary for Ireland had misled them by stating that it was to be the preliminary to important changes. The clause originally proposed a sliding scale of compensation, and the most important point in it was that there was to be no compensation for eviction on termination of lease. Now the right hon. gentleman introduced an entirely new scale, and thus justified the observations of his right hon. friend the member for Dublin University.—Sir R. Palmer accepted the amendment as merely verbal, and not affecting the principle. He therefore deprecated taking any division on the amendment.—Mr. Hardy understood that if the amendment was now taken as verbal, the amendment of the member for Bucks should have precedence on Monday evening. The amendment was agreed to.

April 4.—The *Irish Land Bill* was resumed in committee at clause 3, and Mr. Disraeli moved an amendment, limiting compensation to unexhausted improvements and

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interruption in any course of husbandry suited to the holding, excluding altogether damages for simple determination of tenancy. He said he was compelled to lead the opposition to this part of the clause by the changes made in the bill since it got into committee—the extension of the Ulster tenant-right all over Ireland, the dropping of clause 16, which would have given the landlords power to bargain themselves out of the bill by a thirty-one years' lease, and the proposed declaration that the simple termination of a tenancy demands compensation. He was ready to give all that justice required—viz., compensation for improvements; and he would extend it to interruption of a course of agriculture. But the idea of the Government to compensate for disturbance without reference to these points would give every tenant a contingent remainder to one-third of the freehold. It was opposed to the essential principles of our legislation, it was unjustified by the necessities of Ireland, and would not satisfy the tenant farmers.—The Chancellor of the Exchequer denied that there had been any change in the principle of the clause. It had always recognised compensation for disturbance, though originally it was mixed up with improvements, which had been found inconvenient. The legal right of the landlord to disturb was not ignored, but it was treated as a right liable to abuse, the unchecked exercise of which was a standing danger to Ireland, and raised the bitterest feelings between landlords and tenants. So far from being an invasion of the rights of property the clause would render property more secure and valuable.—Mr. Hardy enforced Mr. Disraeli's charge that the clause had been essentially changed by making the termination of tenancy alone a subject for damages.—Sir Roundell Palmer said he could not vote for Mr. Disraeli's amendment. He agreed with Mr. Disraeli that the bill had been considerably altered in committee, and he acknowledged that he had not originally understood that a tenant on giving up his land at the end of his lease was to be compensated for the surrender. As to the prospective effects of the clause, and, with regard to the last, he maintained that it involved an interference with the freedom of contract which could only be justified by extreme necessity. But no necessity had been shown which could apply to holdings above a certain value or to *bonâ fide* leases for a definite duration—say, for seven years. If the consideration of improvements was to be eliminated, he held that the scale of damages was enormous, and he showed how it would complicate the working of the equities clause. The proposed removal of clause 16, enabling the landlord to cover himself by a thirty-one years' lease, he censured.—Mr. Chichester Fortescue vindicated the Government from the charge of having suddenly changed the principle of the clause, though he admitted that it had been liberalised, and a larger discretion had been given to the court.—Mr. C. S. Read argued that the principle once established must be extended.—Mr. C. Buxton discussed the principle of the bill, which he described rather as a vindication than a violation of the rights of property.—Mr. Brodrick, Sir P. O'Brien, Mr. Kavanagh, Mr. H. Matthews, Mr. Wm. Fowler, Mr. Bruen, Mr. Maguire, and Mr. Goldney, also spoke.—Mr. Gladstone, stated that in place of clause 16 (the thirty-one years' clause) he would propose to permit the landlord to give the tenant the right of disposing of his interest; and also that, in order to mark the exceptional character of the suspension of free contracts, that particular clause would be limited to twenty years, and thereafter until Parliament should otherwise determine. The amendment was directed against the bill as it originally stood. It sought to break down one of the three great pillars of the bill, without which it would be a miserable ruin, viz., the principle that causeless eviction was a loss to the tenant, and ought to be laden with a charge so as to prevent the landlord from resorting to it. The loss to the tenant was the loss of his livelihood—the choice offered him "between America and the workhouse"—for which the clause laid down that he ought to be compensated.—Mr. Disraeli having replied, the amendment was negatived by a majority of 76, the numbers being 296 to 220.

April 5.—*Bridgwater and Beverley.*—The Attorney-General gave notice that on Friday next he would move for leave to introduce a bill to disfranchise the boroughs of Bridgwater and Beverley.

The *Irish Land Bill* was resumed in Committee at clause 3.—Mr. Gladstone moved an amendment which he said would have no effect whatever in altering the intention of the framers of the bill, but would serve to clear up certain doubts which had been raised by the member for Richmond. The amendment, as it stood on the notice paper, was after "compensation" to insert "for the loss sustained by him in quitting his holding." He proposed to amend those words as follows:—"For the loss which the Court shall find to have been sustained by him in quitting his holding." These words would, he thought, show that it was to be a matter of judicial cognisance.—Mr. Chaplin said that an impression seemed to have sprung up in favour of putting aside all English expression of opinion on this question. He protested altogether against a dictum of that sort; and he must say that, having regard to the application of Irish views and customs in Ireland, the conclusion was irresistibly forced upon him that if English views and customs had been adopted a little more in Ireland, that country would have been in a more fortunate condition. With regard to the question before the Committee, they were entitled to a much more explicit explanation than had been yet given of the nature of the loss to be compensated. For improvements, for interruption in a course of husbandry, for loss and inconvenience in changing from a farm, he would compensate liberally; but he could not conceive a more monstrous proposition than to compel a man to pay for the non-continuance of that privilege which had in the first instance emanated from himself.—Mr. Walter said that although the words now proposed improved the amendment, they did not obviate the objection which he entertained to it. He objected to the amendment because the Government proposed to make an advance upon the scale of damages as it originally stood in the bill.—Lord J. Manners contended that the amendments which had been introduced were hostile to English and Scotch notions of common sense.—Mr. Osborne said that the principle of the clause was, that the tenant should have compensation for disturbance in his holding; and a most important principle it was. He contended that the bill was not only necessary but inevitable, and that it would not be of the slightest use to Ireland without the disturbance clause. They talked of introducing English systems and English customs into Ireland, but he believed that the Irish customs were much better suited, and that all that was necessary to introduce from England was a little more English money. They wanted protection for the small landholder, and in that belief he supported the bill, and especially the clause then before the Committee.—Dr. Ball said that, although the bill originally spoke of damages for evictions, alterations of principles had been made by the recent Government amendments. When they proposed compensation to the tenant for loss on quitting a holding, and appended to the proposition a sliding scale of compensation, it might be understood as an intimation to the judge to take that scale as the standard of damages for eviction, but the intention was now made clear by the words "which shall be determined by the court to have been sustained by the tenant on quitting his holding." The objection of principle, however, remained, and he could not consent to any proposal which would give damages for eviction.—Mr. W. H. Gregory supported the clause because it contained the principle of compensation for arbitrary eviction, and if that were omitted they might as well throw the bill into the fire.—Mr. Delahunty looked upon the principle of compensation for disturbance of tenants at will as the vital part of the measure.—Mr. C. Fortescue said the member for Dublin University admitted that the Government had from the first intended to provide compensation for loss of occupation to the Irish tenant, independent of the question of improvement. The Government were of opinion that in the present exceptional and dangerous condition of Ireland, a mere system of compensation for improvements could not meet the necessities of the case.—Mr. Henley thought they had reason to complain of the difficulty the Government had placed them in.—Sir. G. Colthurst considered that the amendments introduced by the Government into the bill had completely changed its character, by giving compensation for occupancy apart from compensation for improvements, and by the omission of the 16th clause.—Colonel Barttelot asked for a specific declaration on the part of the Government why they had put this provision on the paper. He looked upon the clause as a direct interference with property.—Mr. Saunderson said the plan of the Government, which was called a novel one, was old enough in Ulster. If they took out the principle of compensation for loss of occupancy, the bill would have no value for the majority of the Irish people.—Mr. Gladstone defended the clause as amended, which was opposed by Mr. Hardy.—

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Mr. Moore, Sir G. Jenkinson and Colonel S. Kent having spoken, the amendment was carried by a majority of 111, the numbers being 293 to 182.—Mr. Corrance moved an amendment, limiting the compensation for disturbance to five years' rent, and making it apply only to tenements rateable at not exceeding £15.—Mr. C. Fortescue objected that the amendment was premature, and should be discussed when the scale came under consideration. On the merits he thought that the amendment too much restricted the compensation. The amendment was withdrawn.

The *Survey of Great Britain, &c., Bill* was read a third time and passed.

The Payment of Members.—Mr. P. A. Taylor moved for leave to bring in a bill to restore the ancient constitutional custom of the payment of members of Parliament. The motion was opposed by Mr. Gladstone, Mr. Hibbert, Mr. Cross, and Lord Bury, and on a division was lost by a majority of 187, the numbers being 211 to 24.

April 6.—The second reading of the *Site for Places of Worship Bill* was moved by Mr. O. Morgan. After a debate, in which Mr. Richards, Mr. G. Gregory, Mr. Hardy, Mr. Bruce, Mr. Hinde Palmer, Mr. Horsman, Mr. Candlish, Mr. Henley, Mr. B. Hope, Mr. Mowbray, Mr. Newdegate, Mr. S. Hill, Mr. Liddell, Sir J. Hanmer, and Mr. Pease took part, the bill was read a second time.

The *Jurors' Bill* was read a second time.

The second reading of the *Summary Conviction Bill* was moved by Mr. Denman. But being opposed, the bill was withdrawn.

The *Attorneys' and Solicitors' Remuneration Bill* was resumed in committee at clause 7, relating to a solicitor's lien on his client's deed.—Sir J. Trelawny strongly opposed the clause.—Mr. G. Gregory pointed out that the client had a very easy method of displacing his solicitor's lien.—After a few words from Mr. Dickinson and Mr. M. Chambers, the Solicitor-General suggested that as the clause in its present shape was not one that ought to pass, it should now be negatived in order that another clause, which would require very careful wording, might be brought up at a later stage. The clause was negatived accordingly. Clause 9 was agreed to, with several verbal amendments.

OBITUARY.

MR. J. G. N. DARBY.

The death of Jonathan George Norton Darby, Esq., barrister-at-law, of the Home Circuit, took place at his London residence, Westbourne-park-road, on the 17th March. He was born in 1829, and was called to the bar at Lincoln's-inn in June, 1854, and practised as an equity draughtsman and conveyancer, on the Home Circuit, and also at the various sessions held in the county of Sussex.

MR. J. T. GRAVES.

We have to record the death of John Thomas Graves, Esq., barrister-at-law, who had recently resigned the office of Poor Law Inspector, which took place on the 29th March, at his residence, Thirlestane Lodge, Cheltenham. He was born in 1806, and was called to the bar at the Inner Temple in June, 1831, and in 1846 was appointed a Poor Law Inspector.

MAJOR HENRY COPPOCK.

The death of Major Henry Coppock, solicitor, town clerk of Stockport, and clerk to the magistrates of that borough, took place suddenly on the 26th March, at his residence, Dar Bank House. He was born on the 31st March, 1806, and had therefore nearly completed his sixty-fourth year. Mr. Coppock was appointed clerk to the Stockport Board of Guardians in 1827, soon after obtaining his attorney's certificate. In 1835, on the passing of the Municipal Corporations Act, he was selected to be the first town clerk of Stockport, and continued in that office till November, 1848, when he was ejected by a small majority. In 1841 he was nominated clerk to the old Court of Requests, and in 1847 received the appointment of Registrar to the Stockport County Court. In 1864 Mr. Coppock was re-elected town clerk, which office has become vacant by his death.

Three women have lately been appointed justices of the peace in Wyoming Territory.

SOCIETIES AND INSTITUTIONS

THE JURIDICAL SOCIETY.

The anniversary meeting of this society was held on the 30th ult., at its rooms, St. Martin's-place, Trafalgar-square; Lord Westbury in the chair.

The Chairman expressed his regret that the society was about to lose the services of its hon. secretaries, Mr. C. H. Hopwood and Mr. W. Stebbing, and announced that their places would be supplied by Mr. H. R. Droop and Mr. A. C. Humphreys. He also proposed a vote of thanks to Mr. C. Clark, treasurer, and the retiring secretaries, which was unanimously carried. The names of Mr. Hopwood and Mr. Stebbing were added, among others, to the list of the council of the society.

The Chairman then rose, amid cheers, to deliver the annual address. He said that it was not without a remonstrance he had consented to preside on the present occasion, inasmuch as he desired the duty should devolve upon his noble and learned friend the Lord Chancellor, who was, however, prevented from undertaking it by his multifarious avocations. He must congratulate the society on the fact that its last year had been a year of progress, but he must suggest to the council the expediency of publishing an annual volume, containing not only what he might call its transactions, but some account of the discussions which followed the reading of the various papers at its meetings. Those papers, he might add, exhibited great ability, and he regretted that they were not so generally known as they deserved to be. He found on referring to the observations which he had made when he inaugurated the society in 1855, that several great and important subjects of legal amendment and of the advance of legal science had been submitted by him for the consideration of the society; but he was sorry to have to say that, with very few exceptions, all those subjects remained precisely in the same position in which they then stood. It was indeed extraordinary that with all the virtues of our national character there should be found mixed up so much of *inertia*, so much unwillingness to admit the imperfections of some of our institutions, and so much of timidity with regard to change or improvement. It was undoubtedly true that things in this country seldom underwent alteration until, after the lapse of many years, some overwhelming occurrence arose; and we then legislated very often in a hurry, and in the confusion of the moment, instead of making our amendments the result of deliberate judgment.

Having given expression to those preliminary remarks, he would advert to the subjects which the Government now proposed to lay before the people of England, and on which a learned body like that which he had the honour of addressing ought to be the guides of the public at large. One of the chief topics which he had submitted to the consideration of the society in 1855 was the paramount necessity of an alteration in our judicial institutions. He had pointed out how the province of justice, which ought to be one and entire, had been divided in England into two separate districts, unconnected with one another, and how necessary it was that they should be united together so that justice might be administered from a single source and not from opposite and conflicting sources. He recollected very well having made a similar statement some thirty years ago, and his suggestion was then looked upon as a mere dream that ought not to be seriously attended to. It had, however, won its way at last, and was recognised in the report of the Judicature Commission—a report emanating from persons of the highest possible authority in respect of station, intellect, and judgment—as indicating an improvement which was greatly demanded in our judicial institutions. The bill introduced by the Government, feeble and imperfect though it was, also recognised the principle for which he had long contended, and he should be exceedingly glad if the members of the Juridical Society would direct their attention to the subject. The Government proposed to form the existing courts of justice into one great corporate body, all the courts to be integral members of that body, and each court to be in itself self-sufficient, and armed with powers to administer every description of jurisdiction. But although that was the principle of the bill, the courts were to remain the same in name as now, and it was evident therefore, that the same courts which now administered law would have the inclination to delegate to those courts which at present ad-

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ministered equity any case arising before them which happened to be governed more particularly by the principles of equitable jurisdiction, so that we should not in reality attain after all anything like a perfect blending of the administration of law and equity. Now, he wished the society thoroughly to understand the consequences of the present separation of the two systems.

It was impossible that the mind of the judge, which was confined to one department, should be so much enlarged and instructed in the principles of the administration of justice as the mind of a judge who was trained to administer the duties which belonged to the whole province of jurisprudence. Was it not absurd, too, that the highest obligations of justice, as in the familiar cases of guardians and trustees, should be ignored by one set of courts, and that we should be compelled to resort to another set of courts to enforce the performance of the most plain and simple moral obligations? Yet such were our institutions that the most flagrant description of injustice—such as the corrupt exercise of power over the mind of another in the case of persons occupying positions of confidence and trust—was something unknown to our ordinary legal tribunals, and which they possessed no authority to punish or redress. Surely it was ridiculous to have such a division in the administration of justice; and although the Government now proposed to give that jurisdiction to which he referred, yet he was afraid the change would be of little use until we had men who were fitted by education to administer it; for it was, he was afraid, but too true—and true without reproach to any individual—that our courts had been so separated from one another that the practitioners and judges administering one form of justice knew but little of the principles or mode of procedure by which those were guided who administered justice under a different system. The remedy for the difficulty which he had just pointed out lay, as he had stated fifteen years ago, in a more enlarged system of legal education. The system of education for the law had, he was sorry to say, for a long time languished, and was even now far from being in a flourishing state; but until there was a system of education comprehending the whole province of justice, it would be idle to expect that we should have men who would be perfectly familiar with the universal principle of its administration, and capable of presiding over courts which were to be at once courts of law and courts of equity. Lord Mansfield, for instance, had left his mark on English law; but whence did he derive that enlarged comprehension of justice and that extensive power of applying its principles by which he was distinguished? He had in early youth received the chief part of his education in Scotland, and had become familiar with the civil law, drawing from that source the principles which he afterwards applied with so much credit and utility to the improvement of our jurisprudence. He trusted, therefore, that the society would agree with him as to the necessity of impressing on young men who were being brought up to the profession of the law how desirable it was that they should study the law in a different mode from that of mere *memoriter* application, and with other views than those of obtaining a proficiency in the ready citation of decided cases. It was useless to shut our eyes to the evils which existed, and if we wished to take that place in the jurisprudence of the world which this noble country was entitled to occupy, we must elevate our knowledge of jurisprudence as a science. Passing from that subject to the state of our law, he regretted to have to say that but little in the way of improvement had been effected in that respect during the last fifteen years. That little consisted in some expurgation of the statute-book and in some acknowledgments of the duty of making a digest with reference to the ultimate codification of the English law. On the last point he had nothing to tell the society but what was a simple matter of vexation. It was said of Lord Bacon that when he wanted to bribe James I. into a condonation of his offences, he promised him, as the best gift he could confer on his fellow-subjects, that in three years he would make a code of English law. The promise was, of course, neglected, and yet that great man believed that which he promised to be a thing which, if done, would be ample atonement for all those offences which were laid to his charge.

As the society was well aware, a commission had been issued two or three years ago for the purpose of inquiring into the expediency of preparing a digest of the law. That commission reported that it was a thing practicable, a thing most expedient, and calculated to be most useful to the community. Unfortunately, they accompanied that statement with others which had a backward tendency, and the matter remained now, to his great regret, in a position in which the whole work had yet to be begun and performed. He was glad, however, to be able to add that he had heard the Chancellor of the Exchequer not long ago state that he thought no public money could be better expended than in the production of a digest of the law, and he trusted the work might, with these encouraging words to look to, in time be accomplished. So far as the condition of our law was concerned, we stood completely alone in the civilised world. There was not a nation in Europe that had not made in that respect greater progress. The *code civile* of Italy was admirable; far superior to the Code Napoleon; and why was it, he would ask, that with all our knowledge and the treasures of our experience for 300 years embodied in reports, we could not extract the gold out of the dust, cast away all the dirt by which it was encompassed, and embody it in a code which would remain to our credit without having the trouble to delve and dig for it in those masses of rubbish which were called reports? The reason why that was not done he was unable to tell, but that it ought to be done no man of common sense, entertained, he believed, the slightest doubt. It was the duty of every lawgiver not only to enact good laws, but to enact them in such a manner that the knowledge of them might be accessible to all. Was the knowledge of our law thus accessible? The people placed abundant confidence in the integrity of its administration, and deservedly so. It was that confidence that had preserved our system, for generally speaking, the unfortunate man who found himself under the necessity of going to law, felt that he was about to commit himself to some horrid unknown region, abounding in snares and pitfalls, into which he entered with fear and trembling, and rejoiced if by any chance, after years of suffering, he was emancipated from that desert and that state of bondage. Why should such a state of things be permitted to continue? As all sluggaads said, there were lions in the path. But what were those lions? In answering that question he would urge on the society not to be led away by any mere idolatry of names; for there were distinguished men who talked of the non-elasticity of a code and the impossibility of deciding cases which might arise if the law were reduced to anything like definite rules. He had mentioned a short time ago in the House of Lords that when dining with the late Lord Lyndhurst, about twenty-five years ago, there being present an American lawyer of considerable reputation and several other men eminent in the law, and the conversation happening to turn on the peculiarity of our jurisdiction, Lord Lyndhurst, whether ironically or not he could not say, expressed an opinion to the effect that the highest conceivable perfection in the administration of justice was to have one court appointed to administer all the inferior rules of law, and another the superior rules of equity. He referred to that conversation merely to show that men should not permit their own free unfettered reason to be dragged at the chariot wheels of any man, however eminent he might be. In making these observations he was reminded of the story of a good Roman Catholic priest, who, being perfectly ignorant of Latin, had a breviary in which the word *mumpsimus* was substituted for the word *sumpsimus* —the printer having made a blunder. The good man having read the breviary for thirty years regularly, somebody proposed to him that the error should be corrected, but he insisted that he would not give up his *mumpsimus*. *Mutato nomine de nobis fabula narratur.* Much the same thing might with perfect truth be said of the mode in which we dealt with subjects of legal reform; but it was something to have the admission made that reform was necessary, and he trusted that we should not be long in finding a remedy for the existing evils. Leaving that subject, he would briefly advert to the law of primogeniture. The Government proposed to abolish that law. They meant to provide in cases of intestacy for an equal distribution of real property, which amounted in truth to a denial of the right of primogeniture. Now he was not at all timid as a reformer, but it was one thing to reform the law as an instrument of the judicial administration of justice, and another thing to alter the institutions of a people. We could easily alter the administration of the law by making it more economical in point of procedure, but it was a perilous thing to alter any portion of the institutions of the people at large. Our present system was derived from the great feudal principle that the polity of the country was founded on the land and made to depend on the land. The proposed change was quite a different thing from an amendment. Primogeniture, for

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instance, led to the sending out of the cadets of families into the world, where they won for themselves, under the pressure of necessity, great names and great fortunes. How much did not our empire in India owe to the exertions of young cadets, especially Scotch, who had left their homes under the pressure of the institution of which he was speaking? It was, indeed, said that any man might prevent the operation of the new law by making a will; but it should be borne in mind that when the inheritance of the eldest son was once stamped by the Legislature as an institution which ought not to exist, things would, under the influence of public opinion, come to assume a very different form, so that the subject was one well deserving of careful attention. The noble and learned lord in the next place touched on the promised measure of the Government with respect to the transfer of land, observing that abroad our system of uses and trusts was unknown, and that, instead of them, recourse was had to simple contract and agreement, which he said was much more effectual and infinitely less cumbrous.

Dismissing that subject, the noble and learned lord adverted to the relations between husband and wife, especially with reference to the rights of the latter with respect to property, observing that there was no doubt great room for improvement in such matters. In this country we adhered entirely to the proposition that marriage was a legal transfer to the husband of the wife's personal property as well as of the income derived from her real property. That was, however, accompanied with the condition that the gift was made in order that the husband might maintain the wife. Was that a trust in the proper sense of the word, or was it an obligation that ought to be made the condition of the gift, so that when the trust was not performed, the gift might be resumed and placed under regulations? In justice he thought it was so, and probably to that extent most of those whom he had the honour to address would be willing to accept an alteration of the law. He would, however, suggest to the members of the society that they should examine the different bills which might from time to time be introduced into Parliament on the subject, and see how it was proposed to meet the difficulty as to how far the wife was to be made to contribute to the necessities of the family. He next came to the measure which the Government had introduced on the subject of naturalisation and neutrality. He had striven for years during the Government of Lord Palmerston to procure the sanction of the principle that aliens might be permitted to hold land in this country. Lord Palmerston, however, held peculiar views on the subject, and he was unable to carry out his object. The principle was now being acted upon, and the issue would be, he hoped, the production of the best results. He begged, in conclusion, earnestly to direct the attention of the society to the various questions to which he had alluded, because the expression of the opinions of such a body upon them was the best way to secure that they should be understood, and thus a great benefit would by its means be conferred upon the community.

On the motion of Sir P. Colquhoun, seconded by Mr. N. Higgins, a vote of thanks was unanimously passed to the noble and learned lord at the close of his address, and the proceedings terminated.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday last, the 6th inst. Amongst other business transacted a donation of £50 was granted to the distressed widow of a member, and a sum of £20 was distributed in relief of necessitous families of deceased non-members. Eight new members were admitted to the association, and Mr. William Hine Haycock, of London, was elected a member of the board in the room of the late Mr. Thos. Harrison.

LAW STUDENTS' DEBATING SOCIETY.

At the quarterly meeting of this society, held on the 5th inst., Mr. E. C. Harvie in the chair, the Secretary presented his report of the proceedings of the society during the preceding quarter, from which it appeared that during the quarter there had been twelve meetings, at which six legal and four jurisprudential questions had been discussed; that the average attendance had been twenty-six, and the average number of speakers ten; and that the number of members on the rolls was 164. The number of members present at the meeting was 29.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The third quinquennial meeting of the shareholders of this company was held on Thursday, at the office, Chancery-lane; James Cuddon, Esq., the deputy-chairman of the company, presiding.

Mr. F. McGedy (the actuary and secretary) read the notice convening the meeting, and the minutes of the last annual meeting, which were confirmed. The report and balance-sheet, having been circulated, were taken as read.

The Chairman said:—Gentlemen, I might well content myself with at once moving the adoption of the report of the directors now before you, and which has been in your hands for some days, seeing that such report is most explicit and full of information as to the company's affairs and so plain and clear that it can scarcely be misunderstood; but it is usual for the person who presides at a meeting such as this to offer some observations. At a time like the present, when the safety of life insurance companies has been publicly so much discussed, I do not think I can do better than invite you to consider how the safety of an insurance company should be evidenced. Firstly, I think it is necessary that proper rates be fixed; secondly, that all proposals should be carefully examined into, and that such as appear undesirable should be rejected; thirdly, that the money received from premiums should be employed in sound and solid investments; fourthly, that there should be a steady amount of new business, and that there should be a sufficient number of good lives assured to form a fair and proper average; fifthly, that all unnecessary or extravagant expenditure should be carefully avoided; sixthly, that the office accounts should not only be kept in an accurate manner, but also should be frequently tested; and, seventhly, that in computing profits at the periods fixed for division, the strictest investigation should take place on all points; moreover, that the liabilities should be estimated by the highest scale, and the assets stated at the lowest reasonable value. Now, I should be glad if you would follow me in testing the soundness of our company in each of these seven particulars. Firstly, as to the tabular rates being sufficient. They are not only such as, in the opinion of skilful actuaries, suffice in theory, but they have been proved to be more than sufficient by the experience of many first-class companies, acquired during a long series of years. Unless, therefore, the whole system of life insurance is merely speculative and experience useless, we are on solid ground as to our tabular rates. Secondly, the office accounts show that numerous proposals for large aggregate sums have been declined in every one of the fifteen years during which the company has been established. These proposals were declined after proper investigation, and this fact is, I submit, good evidence that business has not been accepted merely for the sake of doing business. If any error has been committed, it has been one of timidity rather than of boldness. The present bonus would certainly have been somewhat increased but for the fact of our having paid away much money for reassurances, which, as it has turned out, might have been well retained—but it is easy to be wise after the event. Thirdly, as to the investments. Each proposal for investment is separately investigated and considered by a committee of gentlemen whose daily avocations eminently qualify them to judge as to the soundness of a security. No securities are taken which are not marketable. Not a shilling is lent on mere personal security—no foreign securities are entertained. Land and houses, carefully valued, reversions to, or life interests in, Government funds, or in real estate, or policies of insurance in first-class offices—these are the securities in which the company's funds are invested. Fourthly, that there is a steady and good amount of new business, is proved by the fact that it has during the last five years averaged upwards of £7,000 per annum—an amount which is not only highly satisfactory, but far more than could have been reasonably anticipated. The number of lives now assured exceeds 2,000, an ample number for an average. Perhaps where a much larger number of lives is assured, there may be greater certainty against a variation of mortality in a single year, but this is unimportant, as our averages are made up for each series of five years—a

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period of time amply sufficient to correct the aberration of one or even two years. Fifthly, as to expenditure. Our officials are not overpaid—I think they are fairly paid—but certainly not overpaid, nor is there a person in the employment of the company whose time is not fully occupied. Public attention has been of late drawn to the question of commissions to agents. It is the rule of the best offices, with some, though with but few exceptions, to allow commissions. I can only say that this question has two aspects. I could show that in this office our payments to all the agents for commission during an entire year have been more than compensated for by the benefits derived from investments introduced through their connection, and from information obtained from them in reference to matters within their knowledge, which we consider the payment of commission entitles the company to ask for when needed, and which information is generally given without cost. It is not usual for clients to pay costs in reference to the trouble their solicitors have as to effecting life insurances, and this fact doubtless gave rise to the allowance of commissions—a system which it would now be exceedingly difficult to break through. The allowance of commission certainly largely increases the business, and therefore the profits, and I think in a sufficient proportion to recoup the amount disbursed for commission. Sixthly, an investigation of the books shows a regular and safe system of accounts. Those accounts are gone into monthly by an eminent firm of accountants, and are again examined by the auditors,—no greater security against mistakes or errors of any kind could, I think, be devised. Lastly, the certificate of Mr. Samuel Brown, the eminent actuary, the president of the Institute of Actuaries, is before you. Can anything be more explicit? Is any more rigid system of valuation adopted by any company? I think not. The highest estimate is put upon the liabilities, while the assets are certainly underestimated. In proof of this I may mention that three reversions which have fallen in, producing a profit of several thousand pounds, have been treated as reversions still; the exact amount to be paid to the company not having yet been ascertained, I do not see how anything could be more satisfactory in this most important of all points. The directors are perfectly satisfied with the correctness of Mr. McGedy's valuation, having in him entire confidence. But they thought to make assurance doubly sure, it was better to obtain the revision of Mr. S. Brown, one of the most eminent men in the profession, and one in whom the whole insurance world has the most implicit reliance. Much stress has been laid in recent discussions in the papers upon the possession of very large funds in hand. It must be borne in mind that no large funds in hand can arise except from a large amount of premiums, and a large amount of premiums involves a corresponding liability. The resources of an insurance company must be viewed in point of security in comparison with its liabilities. Let us take our valuation, and suppose all the figures multiplied ten-fold, so that we divided amongst the assured a cash bonus of £190,000, instead of £19,000, how much better would the bonus be? Not a bit better; for there would of course be ten times the number of persons, with ten times the amount assured, between whom it would be divisible. The effect would be the same with regard to each individual. The bonus now proposed to be declared is equal to a reversionary bonus of £1 5s. per cent. per annum on the sum assured, or taking the average rate of premium at three per cent., is equal to a reversionary bonus of about forty per cent. on the premiums paid since the last division. It may be said that when the funds are very large the expenses fall much more lightly in proportion. This is true; but when you have to find securities for a very large fund, it is hardly possible to obtain the same rate of interest as for a moderate fund—a difference of a quarter or even an eighth per cent. in the average rate of interest on the funds invested frequently more than counterbalances the advantage of a less percentage of expenses. I do not underrate the possession of large funds, but I say that it should not be taken for granted that such possession affords either better security or a larger bonus to each individual life assured. A small frigate, even in rough weather, is generally considered quite as safe as a hundred and twenty gun ship. You will have heard with regret of the death of the late solicitor, Mr. Durrant, and you will observe in the report a recommendation to vote £400 to his widow. This lady is young, in a bad state of health, and has a large family. I trust, under the circumstances mentioned in the report, that this sum of £400 will be cheerfully voted. The amount and circumstances have been well considered by the board. Mr. Burges, who was a director, but who resigned his seat at the board, has been selected as solicitor on the ground of his being eminently qualified to fill that office. His well-known abilities and high standing in his profession will, I am sure, be duly appreciated by all parties interested. His previous intimate knowledge of the company's affairs cannot fail to prove of great advantage. As to the fire department, we have found that the largest profit is not derived from the highest premiums, and that the caution and prudence exercised have well answered our expectations. I feel sure that every shareholder will be well satisfied with the proposed twelve per cent. dividend and bonus, especially as fifteen per cent. is, in fact, also added to the paid-up capital; and besides this, a reserve of more than five per cent. remains towards the future dividend and bonus account. If any gentleman wishes to make any remarks, I shall be happy to give all the information in my power before moving the adoption of this report.

No one rising, the Chairman moved that the report be adopted.

Mr. PEMBERTON seconded the motion, which was carried unanimously.

Mr. J. STONE moved "That the recommendation of the directors in their report now read, as to the payment of a dividend and bonus, be adopted, and that a dividend and bonus together, after the rate of twelve per cent. per annum, free of income tax, be paid to the shareholders on the paid-up capital for the fourteen months ending the 30th of November, 1870."

The motion was unanimously agreed to.

On the motion of Mr. E. B. HOOKE, seconded by Mr. THEODORE WATERHOUSE, the retiring directors, as follows, were re-elected, namely, Messrs. J. H. Blood, E. Burkitt, Jas. Cuddon, W. Docker, Hy. Heffill, H. T. Johns, H. Munster, Jno. Nanson, H. W. Parker, Wm. Parsons, Chas. Pemberton, H. T. Sankey, George Thomas, and H. S. Wasbrough.

Mr. R. W. ROBERTS proposed, and Mr. BOND seconded, the re-election of Mr. Theodore Waterhouse as shareholders' auditor for the ensuing year, and it was carried nem. con.

The CHAIRMAN proposed that Mr. Francis Worsley be re-elected as directors' auditor for the ensuing year.

Mr. F. R. WARD, in seconding the motion, remarked that they were much indebted to their auditors for the services they rendered to the company. As a director, he felt it incumbent upon him to make this reference to them, because those who knew the way in which they discharged their duties could not fail to appreciate their efforts.

This resolution was also carried unanimously.

Mr. E. S. MOUNSEY moved "That the sum of £1,500 per annum be voted to the directors, to commence from the current financial year; and having respect to the past year, that the sum of £350 be voted to them in addition to the sum of £1,250 already received." He mentioned that the London directors had, in the aggregate, given 1,200 attendances during the year.

Mr. SCHULTZ seconded the resolution, and it was at once carried.

On the motion of Mr. JOSEPH STONE, seconded by Mr. HUISH, the sum of 50 guineas was voted to each of the auditors for his services during the past year.

Mr. C. A. SWINBURNE then proposed a resolution authorising the grant of £400 to the widow of the late Mr. G. J. Durrant, in recognition of the value of the services rendered to the company by Mr. Durrant, as their solicitor from the commencement.

Mr. FREDERICK PARKER seconded the proposition, and it was at once acceded to.

The CHAIRMAN moved a vote of thanks to Mr. Burges, the solicitor; Mr. McGedy, the secretary; and all the officials in the office.

Mr. C. PEMBERTON.—I have much pleasure in seconding the motion.

Mr. F. R. WARD suggested that the resolution should include the heads of departments under Mr. McGedy—namely, Mr. Isaac Rogers, head of the fire department, and Mr. William Stower, head of the life department, to whom, he thought, they were greatly indebted.

The resolution, with this addition, was then put, and unanimously agreed to.

Mr. MCGEDY returned thanks.

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Professor ERASMUS WILSON proposed a vote of thanks to the chairman of the meeting.

Mr. H. HANCOCK seconded the proposition, and it was carried with unanimity.

The CHAIRMAN returned thanks.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. BOMPAS, Lecturer and Reader on Common Law and Mercantile Law—Monday, April 11, Class A; Tuesday, April 12, Class B; Wednesday, April 13, Class C—4.30 to 6 p.m.

The next lecture will be delivered on Friday, April 22.

RULES OF COURT

MADE IN PURSUANCE OF THE

BANKRUPTCY REPEAL AND INSOLVENT COURT ACT, 1869 (32 & 33 VICT. c. 83).

Definition of Terms.

1. The words and terms defined by the general rules made in pursuance of the Bankruptcy Act, 1869, to have certain meanings shall, for the purposes of the Act in respect of which these rules are made, except as herein provided, have similar or analogous meanings, unless the context implies a contrary intention.

"The Act" shall mean the Bankruptcy Repeal and Insolvent Court Act, 1869.

"Court" shall mean the London Bankruptcy Court, or any court having jurisdiction in insolvency.

"Judge" shall mean the chief judge in bankruptcy, or any judge or deputy judge of any county court having jurisdiction in insolvency.

"Registrar" shall mean the registrar of any county court, or his lawful deputy.

"The Receiver" shall mean the receiver of the late Insolvent Debtors Court.

"The Provisional Assignee" shall mean the provisional or official assignee of the estate and effects of any person who has taken the benefit of any Act for relief of insolvent debtors in England, or the person for the time being appointed to perform the remaining duties of those offices.

"The Examiner" shall mean the examiner of the late Insolvent Debtors Court.

Practice.

2. The rules of practice and orders of the late Court for Relief of Insolvent Debtors in England in force at the time of the passing of the Bankruptcy Act, 1861, shall, so far as the same are applicable and not inconsistent with these rules, be the rules and orders for the regulation of the practice and proceedings for the carrying out of the Act.

Delegation of Powers.

3. During vacation, or during the illness or absence from any reasonable cause of the chief judge in bankruptcy, the registrar in attendance for the time being has by virtue of these rules, delegated to him all the powers and duties of such judge.

4 The chief judge in bankruptcy may delegate to the registrars of his court such of the powers vested in him by the Act as such judge may deem expedient to delegate, except the power to make an order to commit a person for contempt.

5. The judge of a county court may delegate to a registrar of his court, but to no other officer, such of the powers vested in him by the Act as he may deem expedient to delegate, except the power to make an order to commit a person for contempt.

6. Every order made by a registrar while acting under any delegated power, shall have the same force and validity as an order made by the judge, but the registrar may, if he shall think fit, adjourn any matter for the opinion of the judge.

Adjournment.

7. The examiner or registrar may, if he think fit, or at the request of any party, adjourn any matter coming before him for the consideration of the judge.

Proceedings.

8. In matters of insolvency the proceedings shall, subject to these rules, be in the forms hitherto adopted.

Affidavits.

9. Affidavits shall be written on foolscap, quarter margin, and shall be intituled according to the form in the schedule.

Affidavits may be sworn before the examiner or any other officer appointed to take oaths in the court as heretofore, or before any commissioner for taking oaths in Chancery or at common law, or before a magistrate.

Applications to the Court.

10. Applications to the court shall be intituled in the same form as affidavits, and shall be according to the form in the schedule hereto, unless the Act under which the application is made otherwise directs.

Examination of Insolvent Debtors.

11. Application for an order for the further examination of an insolvent debtor touching his estate and effects, shall be made in the form hereinbefore provided for other applications, and shall state precisely the grounds on which the same is made, and be supported by affidavit, and shall in the first instance be *ex parte*, for a rule to show cause, and such rule may be granted by the judge or registrar.

Rules and Orders.

12. Rules and orders shall be sealed with the seal of the London Bankruptcy Court, or with the seal of a county court exercising jurisdiction in insolvency, and shall be signed by the examiner or registrar, as the case may be. Orders for payment of money out of the late Insolvent Debtors Court shall also be signed by the chief judge, unless he is absent on vacation or on account of illness, then they shall be signed by the registrar in attendance.

Appeal.

13. Any decision or order made by the chief judge shall be subject to an appeal to the Court of Appeal in Chancery, and any decision or order of the judge of a county court shall be subject in the first instance to an appeal to the chief judge.

14. An appeal shall be entered within twenty-one days after such decision or order shall have been made, and if no appeal be entered within that time, the said decision or order shall be final.

15. At the time of entering an appeal notice thereof shall be given by the appellant to the court appealed from, by leaving the same in writing with the examiner or registrar aforesaid, who shall forthwith file the same with the proceedings; and a similar notice shall be delivered to the respondent seven clear days before the day appointed for hearing.

16. At or before the time of entering an appeal, the party intending to appeal shall deposit with the examiner or registrar aforesaid such sum, not being less than ten pounds, and not exceeding forty pounds, as the court appealed from shall direct, to satisfy, so far as the same may extend, any costs the appellant may be ordered to pay; and in the absence of any such direction the sum deposited shall be twenty pounds.

17. Where there are several respondents in separate interests, the court may, if it think fit, direct a separate deposit to be made as to every such respondent.

The Receiver.

18. The receiver shall find, for the proper discharge of his duties, sureties to the extent of £6,000, and shall, together with such sureties, execute a joint and several bond to the chief judge and his successors; or he may give the security of a guarantee society for the said amount of £6,000, to be approved by the judge, and to be deposited with the comptroller.

19. In the bond the receiver shall be made liable to the whole amount, and the sureties shall guarantee the payment thereof in such proportions as shall be approved by the judge.

20. The receiver shall, on pain of dismissal, give immediate notice in writing to the comptroller of the death, bankruptcy, or insolvency of any or either of his sureties, and shall forthwith cause a new bond to be executed to the like amount by other sureties, to be approved of as above.

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21. The receiver shall on the first day of January in every year, or within one week thereafter, make a declaration in writing and file it with the comptroller, that to the best of his knowledge and belief his sureties are alive and solvent, and state therein any change of residence of any or either such sureties, or he shall deposit with the comptroller the last receipt for premium paid, showing that the guarantee bond remains in force.

22. The receiver shall keep at the Bank of England the monies transferred to him under the provisions of the Act, and with the monies so transferred, and all monies hereafter received by him as receiver, open and keep an account there, to be intituled "The account of the late Insolvent Debtors Court." The said account shall not be used by the receiver for his private purposes.

23. When the quarterly account of the receiver shall show that the cash balance standing to the credit of the account kept by the receiver at the Bank of England, intituled "The account of the late Insolvent Debtors Court," exceeds the sum of £6,000, he shall transfer any excess over the sum of £5,000 (exclusive of any fraction of a pound) to the account of the Commissioners for the Reduction of the National Debt, and shall give the Treasury and the said Commissioners notice of such transfer being made, and the consolidated fund shall be liable to the extent of the excess so transferred to make good any sum of cash due in respect of the estate of insolvent debtors.

24. Whenever the cash balance standing to the credit of the said account is less than £2,000, the Treasury shall forthwith, on the certificate of the receiver, to be approved and countersigned by the chief judge, cause to be paid into the Bank of England to the credit of the account intituled "The account of the late Insolvent Debtors Court," such sum out of the growing produce of the consolidated fund, as may be required to make up such balance to the sum of £5,000, or such other sum as may from time to time be fixed by the treasury and the Lord Chancellor.

The Accounts of the Provisional Assignee and other Officers.

25. The provisional assignee and the receiver, and any other officer of the late Insolvent Debtors Court who receives public monies, shall, once in every quarter of a year deliver to the comptroller an account in duplicate, made up to the last day of the preceding month, of his receipts and payments on account of the estates of insolvent debtors, together with his cash book and his banker's pass book duly made up and balanced, and any other books in his possession or control which may be required.

26. The accounts of the provisional assignee and the receiver and of the officers aforesaid shall be audited by the comptroller, or such person as he (with the sanction of the judge) shall appoint, and when audited shall be signed by the comptroller, if the same be approved, and the said accounts shall thereupon be treated as passed.

Creditors Assignees Account.

27. The person performing the duties of the provisional or official assignee may in any case, and at any time not earlier than three months from the date of the appointment of a creditors' assignee, apply to him (and so from time to time until it shall appear that the estate is wound up and the insolvency closed) for an account of his receipts and payments.

28. The application shall be made in the form in the schedule, and shall, together with the form of account and affidavit in the schedule, be sent by post.

29. If the said assignee shall not file an account and affidavit as aforesaid within fourteen days after he shall have been applied to for the same, the person performing the duties aforesaid may apply to the court for a rule calling on him to show cause why he should not do so, or be committed to prison for contempt of court, and why he should not pay the costs of, and occasioned by his default.

Closing of Cases.

30. Application to the court for postponing the close of an insolvency shall be made in the form hereinbefore provided for other applications, and shall in the first instance be *ex parte* for a rule to show cause. An affidavit must be filed in support disclosing a *primâ facie* case that the insolvent debtor is entitled to property other than that already vested in the assignee under the insolvency, and the nature of such property, and in whose possession the same is, or is supposed to be. A copy of the order, if any, made on such application must be served on the insolvent debtor or his representative and any other parties intended to be bound or affected thereby in such manner as the judge shall direct. When an order postponing the close of an insolvency shall be made, the practice heretofore adopted for making property available for creditors, where such property did not pass to the assignee under the vesting order or petition (as the case may be), shall be followed.

Winding up of Business.

31. Assignees shall, as expeditiously as possible, wind up estates vested in them respectively, and where any property vested in an assignee, whether in possession, reversion, or remainder, remains undisposed of after the insolvency shall have been closed, the assignee shall apply to the court for directions as to the realisation or sale thereof.

32. The creditors whose names are contained in the schedule of an insolvent debtor shall have notice of such application, which notice shall be sent to them by the proper officer of the court by post, according to their addresses in the schedule.

33. Where the person performing the duties of the provisional or official assignee is of opinion that the winding up of an estate is delayed through the conduct of a creditor's assignee, such person may apply to the court to remove such assignee, and to appoint him assignee in the place of such creditors' assignee.

Production of Records.

34. Petitions, vesting orders, and all other orders and proceedings in court, shall upon payment of the usual fees, be produced to the insolvent debtor, a creditor, or the attorney of either.

Office Copies.

35. Copies of the above records and proceedings, or any of them, shall be furnished to the persons aforesaid on payment of the usual fees for the same, provided that the judge, or the examiner or registrar aforesaid, shall have power to order the production of such records and the furnishing of copies to any other person on being satisfied that the party applying for the same is reasonably entitled thereto, and upon payment of the usual fees.

Taxation of Costs.

36. No order for payment of bills of costs out of the estate of an insolvent debtor, other than the costs of audit which may be allowed by the examiner or registrar, shall be made without taxation; and, except in county court cases, until the soliciter of the late Insolvent Debtors Court shall have had due notice of the appointment to tax, who shall attend such taxation if he think it expedient to do so.

STAMPS.

Until the Lord Chancellor by order directs that fees shall be taken by means of stamps, all fees shall be payable in money and accounted for as the Treasury shall, from time to time, direct.

THE SCHEDULE.

1. *Headings of Affidavits, Applications, and Letters.*

In the London Bankruptcy Court [*or* the County Court of ——, holden at ——].

Pursuant to the Bankruptcy Repeal and Insolvent Court Act, 1869, and the several Acts for relief of insolvent debtors in England.

In the matter of *A.B.*, an insolvent debtor.

No.

2. *Application to the Court.*

In the London Bankruptcy Court [*or* the County Court of ——, holden at ——].

Application on behalf of ——, when the Court will be moved by (applicant in person, *or* Mr. ——, counsel or solicitor for the applicant, *as the case may be*) that —— [*here state shortly and precisely the nature of the application, and the Act of Parliament and section, if any, on which the application is grounded.*]

3. *Letter and Affidavit referred to in General Order, No.* 28.

In the London Bankruptcy Court [*or* the County Court of ——, holden at ——].

Sir,—In pursuance of the 32 & 33 Vict. c. 83, and of a direction given by the Lord Chancellor as to business pending in the late Court for Relief of Insolvent Debtors in England, and in the county courts, relating to insolvent debtors, I have to request that you will immediately file at

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my office at (*here insert place of office*) your account as assignee of the above estate up to the present time.—I am, Sir, your obedient servant,

To E. F. Provisional (*or* official) assignee.

N.B.—Every assignee is required, at the end of three months, at the farthest, from the time of his appointment, to make up an account of the estate and effects of which he is assignee, with specific dates of all payments and receipts, and to make oath in writing before any person before whom affidavits are directed to be sworn, that such account contains a fair, just, and particular account of such estate and effects got in by or for such assignee, and of all payments necessarily made or deducted therefrom, and of all expenses sought to be allowed in respect thereof, up to the time of filing such account, and to file such account so sworn, together with a minute concerning the probable assets of the estate (if any), at the late court above mentioned.

In case no property or effects have been realised or received by the assignee, the word "nil" must be written on both sides of the account before it is signed, and the said account and the accompanying form of affidavit must be filled up, sworn to, and returned to me as (provisional *or* official) assignee, whether any estate has been realised or not.

A form of account and affidavit is enclosed, and take notice that you will be liable to be committed to prison for contempt of court if you fail to comply with the above directions.

An account of all moneys received and paid by E. F., of ——, assignee of the estate and effects of A. B., an insolvent debtor, to the —— day of ——, 18— inclusive.

Dr. Cr.

	£	s.	d.	18		£	s.	d.
					Balance in hand			
£					Total.....£			

This is the account referred to in the affidavit of E.F., sworn before me

R.S.

N.B.—The law costs are to be claimed in the account, subject to taxation, to be made before the day appointed for audit, but the amount is not to be carried out.

Affidavit.

I, E.F., make oath and say as follows:—

1. That I was on the —— day of ——, 18—, appointed creditors' assignee of the estate and effects of the above-named insolvent debtor, and that as such assignee I have conducted the realisation of the said estate.

2. That the accounts hereto annexed, containing —— sheets of paper, the first sheet whereof is marked with the letter A, is true, and such account contains entries of every sum of money received by me on account of the estate and effects of the above-named insolvent debtor, [*if a previous account has been filed, and* since the —— day of ——, 18—, *here insert the date of the filing of such previous account,*] and that the payments purporting in such account to have been made by me have been so made.

3. That the reason why I have not previously filed my account in the late Court for Relief of Insolvent Debtors is (*here state the reason*).

4. That as such assignee as aforesaid, I have not, and no other person or persons has or have by my order, or with my knowledge, received or paid on my account as such assignee any monies on account of the said estate.

E.F.

Sworn at ——, in the county of ——, the —— day of ——, 18—,

Before me,

Minute concerning the probable assets of the estate. (See 1 & 2 Vict. c. 110, s. 62.)

HATHERLEY, C.
JAMES BACON,
14th March, 1870. Chief Judge in Bankruptcy.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 8, 1870.
[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 93⅜	Annuities, April, '85
Ditto for Account, May 93⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 236
Annuities, Jan. '80—	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¼
Ditto 5 per Cent., July, '80 113¼	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '88 100½	Do. Do., 5 per Cent., Aug. '73 104
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	Ditto, ditto, under £1000, 25 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	39½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117½
Stock	Do., A Stock*	100	123½
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	69½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	129
Stock	London, Brighton, and South Coast	100	45¼
Stock	London, Chatham, and Dover	100	15⅜
Stock	London and North-Western	100	125½
Stock	London and South-Western	100	88½
Stock	Manchester, Sheffield, and Lincoln	100	52⅜
Stock	Metropolitan	100	78
Stock	Midland	100	125½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	34
Stock	North London	100	118
Stock	North Staffordshire	100	60
Stock	South Devon	100	45
Stock	South-Eastern	100	76½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
31440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
30000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
00000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
30000	4l 12s 6d pc	London & Provincial Law	50	4 17 6	4 11 3
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
89220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

There have been few fluctuations in the price of public securities during the week. And during the latter part of the week, notwithstanding somewhat unfavourable reports from the Paris Bourse and some other capitals, the fine weather has exercised a very favourable influence over all markets, and the funds have shown an upward tendency.

The market for railway stocks and shares was dull at the beginning of the week, but has shown greatly increased firmness the last few days.

The demand for money has been moderate, the supply being fairly abundant.

LAWYERS AND LAW CHARGES.—A bill has been introduced in the House of Commons providing that the remuneration of

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attorneys and solicitors may be fixed by agreements with their clients. The agreement is to exclude all further claims by the attorney in respect to the conduct of the business in reference to which it is made. If this bill becomes law, some of the abuses referred to in the article in the February part would be remedied. That article has been subjected to professional criticism, the justice of which, on some points, the editor freely acknowledges. In stating some practices which are on all hands condemned, the writer guarded against application being made to the profession generally. But the tone of the article having given umbrage to legal readers, the editor regrets that the censures were not more specifically limited to certain abuses. We have received some specimens of solicitors' charges, the bare publication of which would explain our meaning. Speaking broadly of solicitors and attorneys as a class, they form an honourable profession, numbering in its ranks thousands who are as upright and conscientious as any class of the community. As to the expenses of conveyancing, and the forms of drawing up bills the law itself is answerable, with the usages of the profession. To effect reform in these usages is the object of the bill before Parliament at the time when we are writing. Mr. Rathbone (M.P. for Liverpool) in moving the second reading of the bill said it was unnecessary to detain the House at any length, as "the present mode of remunerating attorneys and solicitors was universally condemned. It was marvellous that there should have existed so long a method of remunerating men by the length of their documents and the number of items they could put into their bills. Such a system of charge was offensive to every high-minded practitioner, while it gave an opportunity to the greedy and unscrupulous to fleece their clients." Having shown how the present system hindered measures of law amendment, especially in regard to mortgage and conveyance of property, Mr. Rathbone explained that the bill would permit attorneys and clients to come to agreement for a fixed remuneration, safeguards being introduced to prevent attorneys from taking advantage of the ignorance or inexperience of clients. Taxing masters ought to consider not merely the current usages as to charges, but to estimate the skill, labour, and responsibility in each case. They should have power to remedy wrongs, even after the payment of a solicitor's account. Trustees ought also to be allowed remuneration for legal services to clients. A trustee at present is not entitled to make professional charges in that capacity.—*Leisure Hour.*

SANE ENOUGH.—An Ohio murderer, who escaped conviction on the plea of insanity, now refuses to pay his lawyers for the same reason.

In a suit for divorce recently tried before Judge Patchen, of Detroit, it was decided that a farm should be equally divided between the severed couple, on the ground that the woman, by her hard work, had done as much as the man to acquire the property.

Mr. E. H. Bonnett, of Boston, author of "Leading Criminal Cases," and of the "Massachusett's Digest," is preparing for the press a new edition of "Storey on Bailments."

A recent verdict of a Boston jury, that lager beer was not intoxicating, has been set aside by Judge Lord, of the supreme court of Massachusetts.—*Chicago Legal News.*

ESTATE EXCHANGE REPORT.

AT THE MART.

March 30.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold marine mansion, No. 35, Adelaide-crescent, Brighton. Sold £8,450.

Leasehold residence, No. 15, Burghley-road, Kentish-town, annual value £70; term 99 years unexpired, at £6 2s. 6d. per annum. Sold £575.

Leasehold residence, No. 4, Ashdown-street, Queen's-cresent, Haverstock-hill, let at £36 per annum; term 99 years from 1865, at £6 per annum. Sold £295.

April 4.—By Mr. WHITTINGHAM.

Freehold plot of building land, St. Mary's-road, Hornsey. Sold £250.

Freehold plot of building land, Hornsey-road. Sold £180.

Freehold plot of building land, Lambton-road, Hornsey. Sold £90.

April 5.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold premises, No. 26, St. John-street, West Smithfield, let on lease at £350 per annum. Sold £6,320.

April 7.—By Messrs. NEWBON & HARDING.

Freehold house, No. 103, Abbey-street, Bermondsey. Sold £485.

Freehold three houses, Nos. 5, 6 and 7, Myrtle-street, Highbury-vale. Sold £600.

Leasehold houses, Webber-street and Valentine-place, Blackfriars-road; also the Surrey Flour Mills, producing £135 10s. per annum, term 16 years unexpired, at £30 5s. 6d. per annum. Sold £420.

Leasehold house, No. 9, Weedington-road, Kentish-town, let at £30 per annum, term 94 years from 1846, at £6 per annum. Sold £255.

Copyhold house and shop, 135, Upper-street, Islington, let at £90 per annum. Sold £1,075.

By Mr. FRANK LEWIS.

Leasehold three houses, with shops, producing £101 per annum, term 99 years from 1864, at £6 10s. per annum. Sold £9 75.

By Mr. SEARLE.

Leasehold house, 6, New-street, Dorset-square, let at £60 per annum, term 31 years unexpired, at £8 8s. per annum. Sold £700.

Leasehold house, No. 20, Desborough-place, Harrow-road, let at £60 per annum, term 88 years unexpired, at £12 12s. per annum. Sold £700.

Leasehold residence, No. 1, Clarence-terrace, Cambridge-road, Hammersmith, let at £26 per annum, term 74½ years unexpired, at £4 per annum. Sold £180.

Leasehold two residences, Nos. 2 and 3, Clarence-terrace, producing £49 per annum, term 66½ years unexpired, at £8 per annum. Sold £360.

Leasehold plot of land, Starch-green, Shepherd's-bush, term 66 years unexpired, at £10 per annum. Sold £10.

By Messrs. HOOPER & SHOVELLER.

Leasehold residence, No. 15, Oxford-square, Hyde-park, annual value £225 per annum, term 65 years unexpired, at £25 per annum. Sold £2,725.

AT THE GUILDHALL COFFEE HOUSE.

April 7.—By Mr. MARSH.

Leasehold two residences, Nos. 7 and 8, Queen-st, Clerkenwell, producing £64 per annum, term 12 years unexpired, at £6 per annum. Sold £245.

Leasehold, Nos. 25 and 26, President-street East, Clerkenwell, also a leasehold ground-rent, the whole producing £78 4s. per annum, term 13 years unexpired, at £12 per annum. Sold £285.

Policy for £2,900 in the Law Life Assurance Society, on the life of a gentleman aged 29 years. Sold £515.

Policy for £800 in the Law Life Assurance Society, on the life of a gentleman aged 29 years. Sold £155.

Policy for £500 in the Legal and General Life Assurance Society, on the life of a gentleman aged 29 years. Sold £100.

Policy for £3,000 in the Union Assurance Office, on the life of a gentleman aged 61 years. Sold £1,400.

Policy for £400 in the Union Assurance Office, on the life of a gentleman aged 61 years. Sold £250.

Policy for £400 in the Equitable Assurance Company, on the life of a gentleman aged 61 years. Sold £275.

Eighty-two £5 shares in the Croydon Commercial Gas and Coke Company. Sold from £7 to £8 15s. per share.

Absolute reversion to a moiety of £1,000 sterling on the death of a lady aged £54 years. Sold £180.

Absolute reversion on the death of a lady aged 76 years, to a moiety of a freehold residence, known as Platt-house, Putney, and four cottages adjoining, producing £143 5s. per annum. Sold £730.

Policy for £1,000 in the Metropolitan Life Assurance Company, on the life of a gentleman aged 71 years. Sold £495.

Policy for £1,000 in the Metropolitan Life Assurance Company, on the life of a gentleman aged 71 years. Sold £485.

Policy for £1,000 in the Clerical, Medical, and General Life Assurance Society, on the life of a gentleman aged 71 years. Sold £550.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COCK—On April 1, at Farley-terrace, Truro, the wife of Francis Hearle Cock, Esq., solicitor, of a son, stillborn.

MARRIAGES.

HARVEY—WHEELER—On March 31, at Holy Trinity Church, Barnstaple, William Charles Harvey, of Lincoln's-inn, barrister-at-law, to Emma Zoller, youngest daughter of the late Gervase Wheeler, Esq.

DEATHS.

PHILLIPS—On March 31, at Silverhill, Hastings, John Phillips, solicitor, aged 68.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, April 1, 1870.

UNLIMITED IN CHANCERY.

Company of Proprietors of the Bradford Navigation.—Vice-Chancellor Malins has, by an order dated March 21, ordered that the above company be wound up. Evans & Co, Gray's-inn-sq, for Mumford, Bradford, solicitor for the petitioners.

Falcon Life Assurance Society.—Vice Chancellor James has, by an order dated March 26, ordered that the above company be wound up, and that Mr. Samuel Lowell Price be official liquidator. Deane & Chubb, South-sq, Gray's-inn, solicitors for the petitioner.

London Total Loss Club.—Petition for winding up, presented March 23, directed to be heard before Vice-Chancellor James on the first petition-day in April. Lewis & Co, Old Jewry, for Oliver & Botterell, Sunderland, solicitors for the petitioners.

LIMITED IN CHANCERY.

Aberystwith Promenade Pier Company (Limited).—Vice-Chancellor Stuart has, by an order dated March 25, ordered that the above company be wound up. Paterson & Co, Chancery-lane, solicitors for the petitioner.

Cardiff and Newport Colliery & Ironstone Company, (Limited).—Vice-Chancellor Stuart has, by an order dated March 21, ordered that the above Company be wound up. Foster, King's-rd, Bedford row, for Williams, Cardiff, solicitor for the petitioners.

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Credit Foncier of England (Limited and Reduced).—Petition for reducing the capital from £2,000,000 divided into 200,000 shares of £10 each, to £1,000,000 divided into 200,000 shares of £5 each, was, presented on March 25; and the list of creditors of the company is to be made out as for May 3. Uptons & Co, Austinfriars, solicitors to the company.

Great Oceanic Telegraph Company (Limited).—Petition for winding up, presented March 29, directed to be heard before Vice-Chancellor Malins on April 22. Tucker, St Swithin's-lane, solicitor for the petitioner.

Merryfield Mining Company (Limited).—Petition for voluntary winding up, presented March 23, directed to be heard before Vice-Chancellor Stuart on Friday, April 22. Few & Co, Henrietta-st, Covent-garden, solicitors for the petitioner.

TUESDAY, April 5, 1870.

LIMITED IN CHANCERY.

British and Foreign Provision Company (Limited).—Vice-Chancellor James has, by an order dated March 26, ordered that the above company be wound up. Stokes, Chancery-lane, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, April 1, 1870.

Shropshire Miners Provident Society, Quarry Inn, St George's, Salop. March 28.

2nd Warwickshire Militia Friendly Society, Militia Stores, Leamington, Warwick. March 28.

Creditors under Estates in Chancery.

FRIDAY, April 1, 1870.

Last Day of Proof.

Bacon, Joseph, Burnham, Somerset, Ironmonger. May 2. Bacon v Deacon, V.C. Stuart. Brice, Burnham.

Newill, Hy, Travancore, Madras. July 2. Newill v Newill, V.C. Malins. Clayton & Son, Lancaster-pl, Strand.

Crowther, Robert, Wrawby, Lincoln, Farmer. April 25. Burkinshaw v Leary, M.R. Massey, Gray's-inn-sq.

Gilchrist, Jas, Calcutta, Bengal, Tailor. April 16. Gilchrist v Herbert, V.C. Malins. Rylatd, Lincoln's-inn-fields.

Heathorn, Robert, Ramhurst Leigh, Kent, Farmer. May 6. Heathorn v Heathorn, V.C. Malins. Jennings, Bennett's-hill, Doctors' commons.

Johnston, Eliz Pomery, Plymouth, Devon, Widow. April 30. Armstrong v Armstrong, V.C. Stuart. Sole & Gill, Devonport.

Russell, Martha, Offord-road, Islington, Widow. April 21. Russell v Gibbons, V.C. Malins. Hedges & Marshall, Wallingford.

Sayer, Joseph, Crabtree-row, Shoreditch, Gent. April 20. Railton v Walter, M.R. Hussey, Gt Knightrider-st.

Tickle, Hy, Parr, Lancaster, Farmer. May 2. Tickle v Kelsall, V.C. Malins. Ansdell, St. Helens.

Walker, Ellen Sarah, Brompton-rd, Milliner. May 5. Walker v Houghton, V.C. Stuart. Foster, New Burlington-st.

Walker, Wm, Brompton-rd, Milliner. May 5. Walker v Houghton, V.C. Stuart. Foster, New Burlington-st.

Blind Asylum, S Surrey. April 25. Harris v Darley, V.C. Stuart.

Next of Kin.

McCraw, Wm Bailey, Sydney, New South Wales, Coxswain. Nov 1. V.C. Malins.

Robinson, Jas, Nortonthorpe Mills, York, Designer of Fancy Cloth Patterns. May 18. Robinson v Robinson, V.C. Malins.

TUESDAY, April 5, 1870.

Cross, John, Bury, Lancaster, Farmer. May 9. Nuttall v Cross, V.C. Stuart. Whitehead, Bury.

Harris, Eliz, Bromyard, Hereford, Widow. May 10. James v Green, V.C. Stuart. Eckley, Bromyard.

Lamb, Edwd Buckton, Hinde-st, Manchester sq, Architect. April 20. Lamb v Lamb, V.C. Stuart. Hodgkinson & Watts, Little Tower-st.

Tompson, Joseph Wm, Perceval-st, Clerkenwell, Watchmaker. May 1. Tompson v Holliday, V.C. Stuart. Smith & Sons, Furnival's-inn, Holborn.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 1, 1870.

Barnard, Marian, Southwick-cresent, Hyde-park, Widow. May 1. Kingston & Dorman, Essex-st, Strand.

Brownson, Ann, Norwich, Spinster. June 1. Young & Co, Essex-st, Strand.

Duff, Amelia Charlotte, Grosvenor-pl, Widow. May 16. Budd & Son, Bedford-row.

Fearnside, Tarver Richard, Weighton-rd, South Penge-park, Gent. May 1. Harrison & Potts, New-inn, Strand.

Hill, Fras, St John, Worcester, Widow. May 30. Pidcock & Sons, Worcester.

Ibbotson, Joseph Hy, Goole, York, Shipping Agent. March 31. Pickard & Co, Halifax.

Mason, Jane, Goxhill, Lincoln, Widow. May 9. Mason, Barton-upon-Humber.

Roberts, John, Little Chapel st, Soho, Gunmaker. May 2. Kernot, Welbeck-st, Cavendish-sq.

Traherne, Louisa, St Hilary, Glamorgan, Spinster. May 20. Bubb & Co, Cheltenham.

Tyler, Sophia Cholmeley, Malvern, Worcester, Widow. May 20. Jones & Starling, Gray's-inn-sq.

Vallance, Catherine Margaret, Cavendish-sq, Widow. May 30. Grover & Humphreys, King's Bench-walk.

Whitmore, John, Hereford-st, Park-lane, Esq. May 1. Walkers & Co, Lincoln's inn.

Williamson, Isaac, Bedford-row, Clapham, Omnibus Proprietor. June 24. Wyatt, Arthur-st West, London-bridge.

Wolff, Johann Jacob, South-cresent, Bedford-sq, Manufacturing Jeweller. May 7. Pelissier, Berwick-st, Oxford-st.

Woolley, Samuel, Winster, Derby, Farmer. June 1. Hartley, Burnley.

TUESDAY, April 5, 1870.

Brook, Edward, Wakefield, York, Stock Broker. May 6. Wainwright & Co, Wakefield.

Carter, Wm, Patrick Brompton, York, Farmer. May 11. Hunton, Richmond.

Darley, Edward Joseph, East Sheen, Surrey, Merchant. Sept 10. Terrell & Chamberlain, Basinghall-st.

Day, Thos Hermitage, Rochester, Kent, Esq. June 24. Tathams & Co, Frederick's-pl, Old Jewry.

Duncombe, Hy Haynes, New-inn, Strand, Gent. July 4. McMillin, Bloomsbury-sq.

Firman, Fredk Thos, Hadleigh, Essex, Farmer. April 25. Woodard, Ingram-ct, Fenchurch-st.

Gille, Eliz, Orchard-st, Clarence-rd, Kentish-town, Spinster. May 10. Walters & Gush, Finsbury-circus.

Gray, Thos Singleton, Gosport, Hants, Surgeon. April 23. Wilkinson Gosport.

Grey, Catherine Marie, Cheltenham, Gloucester, Widow. May 3. Cookson & Co, New-sq, Lincoln's-inn.

Hardcastle, Jas, Firwood, Lancashire, Bleacher, June 20. Briggs & Bailey, Bolton.

Hicks, Priscilla, Connaught-sq, Hyde-park, Widow. May 16. Clapham & Fitch, Bishopsgate Without.

Lonsdale, Wm, Rushington Manor, Hants, Esq. May 1. Hull & Co, Lpool.

Maule, Wm, North Sunderland, Northumberland, Merchant. May 12. Dickson, Alnwick.

Nunnerley, Richard, Kingston-upon-Thames, Surrey. April 25. Bell & Newman, Kingston-on-Thames.

Oliverson, Robt, Reigate, Surrey, Esq. May 16. Oliverson & Co, Reigate.

Price, Marianne Grove, Taynton, Gloucester, Widow. May 20, Evans & Co, Nicholas-lane, Lombard-st.

Russell, Saml King, Rock Ferry, Cheshire, Surgeon. April 30. Woodburn & Pemberton, Lpool.

Stevens, John, Uffington, Berks, Gent. June 1. Symes & Co, Fenchurch-st.

Sutton, Wm Morrant, Grande Rue Croisy, France, Gent. May 15. Dixon & Tempany, Bedford-row.

Sutton, Edward Rogers, Lower Tulse-hill, Surrey, Esq. May 24. Phillips & Willicombe, Mark-lane.

Tootell, Wm Smith, Edgware, Middlesex, Esq. June 1, Allen & Son, Carlisle-st, Soho-sq.

Williams, Richard Bowen, Moreb, Llandilo, Carmarthen, Esq. May 31. Venning & Co, Tokenhouse-yard.

Bankrupts.

FRIDAY, April 1, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Culpeck, Joseph Hy, Argyle-ter, Park-rd, Peckham, Fellmonger. Pet March 29. Brougham. April 12 at 12.

Greer, Alexander Macminn, Upper Thames-st, Comm Agent. Pet March 30. Brougham. May 2 at 11.

Haigh, Benj, & Ralph Fredk Moll, Aldermanbury, Woollen Merchants. Pet March 29. Hazlitt. April 12 at 1.

Heathcote, Bache Harper, Brussels, Major. Pet March 29. Brougham. April 27 at 11.

James, Fredk Hugh, New Bond-st, Tailor. Pet March 29. Brougham. April 22 at 12.30.

Jung, Rud, Park-rd, Haverstock-hill, Merchant. Pet March 28. Hazlitt. April 12 at 11.

King, Geo, Cheyne-walk, Chelsea, Timber Merchant. Pet March 29. Brougham. April 11 at 1.30.

Thorp, Chas, Woodside Green, Croydon, Paper Hanging Manufacturer. Pet March 29. Brougham. April 12 at 2.

To Surrender in the Country.

Harris, John, Newhaven, Sussex, Grocer. Pet March 29. Blaker. Lewes, April 13 at 12.

Hebden, Arthur, & Wm Foxcroft, Beeston Royds, Yorks, Prussiate of Potash Manufacturers. Pet March 28. Marshall. Leeds, April 14 at 11.

Hodgess, Richd, Tipton, Stafford, Grocer. Pet March 21. Walker, Dudley, April 14 at 12.

Jenking, F. A. D., Birm, Comm Agent. Pet March 28. Chauntler. Birm, April 22 at 10.

McBeth, Chas, Newport, Monmouth, Innkeeper. Pet March 28. Roberts. Newport, April 13 at 11.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Hart, Ernest Abraham, Wimpole-st, Cavendish-sq, Surgeon. Pet Dec 15. Pepys. April 12 at 12.

TUESDAY, April 5, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Child, John Wm, Walworth-rd, Grocer. Pet April 1. Spring-Rice. May 2 at 11.

Hall, Wm, Whittington-pl, Highgate-hill, Pianoforte Manufacturer. Pet April 2. Brougham. April 26 at 11.

Vaughan, Hy Wm Mascall, Merritt's-bldgs, Worship-st, Cabinet Maker. Pet April 2. Brougham. April 27 at 11.

To Surrender in the Country.

Benson, Julia Ann, Troutbeck, Westmoreland, Innkeeper. Pet March 31. Wilson. Kendal, April 19 at 11.

Calow, Wm John, Manch, Corn Factor. Pet March 31. Kay. Manch, April 21 at 10.

Clare, John, Cadishead, Lancashire, Farmer. Pet April 2. Hulton. Salford, April 16 at 10.

Hinton, Edwd, Southampton, Innkeeper. Pet March 31. Thorndike. Southampton, April 19 at 12.

McKenna, Terence, Manch, Clothes Dealer. Pet March 31. Kay. Manch, April 21 at 10.

Neil, Thos, Darlington, Durham, Grocer. Pet March 31. Crosby. Stockton-on-Tees, April 20 at 11,

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BANKRUPTCIES ANNULLED.

TUESDAY, April 5, 1870.

Cleverton, John Hy, East Stonehouse, Devon, Assistant Paymaster, R. N. March 23.

Lewis, Wm Barrett, Exeter, Picture Dealer. March 25.

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37, OLD JEWRY, LONDON, E.C.

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Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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F. ALLAN CURTIS, Actuary and Secretary.

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Table Spoons	1 10 0	and 1 18 0	2 4 0		2 10 0	
Dessert ditto	1 0 0	and 1 10 0	1 12 0		1 15 0	
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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, APRIL 16, 1870.

MR. LOWE IS GOING TO REDUCE the 35s. deed stamp to 10s., and abolish "followers"—a change which in itself will be a great boon, especially to purchasers of small properties. We may, however, note in passing that the progressive duty now to be abolished operated to some extent to check verbosity, and now that it is to be done away with it is more than ever expedient that the absurd method of remunerating conveyancing by mere length, inconvenient to the client—but how much more unjust to the conveyancer—should no longer be kept up. Mr. Lowe also proposes to make us another present by halving the double duty on transfers of copyhold tenements. All these alterations are to be conditional on the House passing, without discussing the merits of existing stamps, Mr. Lowe's bill to consolidate that *indigesta moles*, the Stamp Acts. This proposal is made in an amusing and characteristic tone, but is not in itself unreasonable. A consolidating Act is very much needed, and presuming that, with the exceptions above-mentioned, this bill will be nothing more, we hope its progress will not be obstructed; but it should be scrutinised carefully in order that nothing *ultra pactum* may be permitted to slip in.

THE DIRECTORS OF THE BRIGHTON and other railway companies have presented to the House of Commons a petition (which we print in another column) praying that the amount of compensation payable to passengers may be limited, and that all claims for compensation for accidents may be compulsorily referred to arbitrators appointed by the Board of Trade. The arguments of the petitioners are much the same as those contained in Mr. Joseph Brown's pamphlet, which we noticed at length a few weeks ago, though they scarcely put their own case so well as he did. Their case is that it is contrary to all commercial principles that companies should be compelled to enter into contracts attended with the risk of heavy damages, without being allowed to make such charges as may reasonably cover the risk. The petitioners appear to assume that the *maximum* fares which they are now entitled to charge are not sufficiently reasonable to cover the risk—a statement which, as we pointed out before, requires further proof than the mere fact of a small dividend affords. Granting, however, that this is so, the argument only shows that the *maximum* ought to be raised so as to allow of charges being made which will reasonably cover the risk, and does not show at all that the risk should be thrown on the passengers instead of on the companies. A further argument is drawn by the petitioners from the fact that in the case of workmen's trains on the Metropolitan, London, Chatham, & Dover, and Great Eastern railways, under certain special Acts, the compensation to passengers is limited to £100. In these cases, however, the fares are exceptionally low, and the persons who take the workmen's tickets of course take the risk on themselves in consideration of the reduced fare at which they travel. This, therefore, does not touch what we consider the main question—viz., are the fares now too low reasonably to cover the risk? Besides which these provisions were contained in special Acts, and though the clauses were discussed before committees, yet this is a very different thing from a principle established by a public bill. In fact these clauses really represent the terms of the bargain by which the companies in question obtained compulsory powers to turn out working men from their dwellings.

As regards the second part of the prayer of the petition—viz., for compulsorily referring claims for compensation to arbitrators chosen by the Board of Trade—we think the case of the petitioners a very weak one. They do not even propose to confine it to cases where they admit liability and only dispute the amount. Indeed, they clearly do not propose to do so, as they suggest that arbitrators would be better able to distinguish between true and fraudulent claims. Why they should be so we are unable to imagine. Cases of fraud are usually considered to be essentially cases for juries, and not for arbitrators. Upon this point, again, the petitioners refer to the fact that such a tribunal (viz., arbitrators appointed by the Board of Trade) already exists in cases where both parties consent, under sections 25 and 26 of the Regulation of Railways Act, 1868. It would be a good test of the popularity of the tribunal to ascertain how often it has been resorted to. We never heard of a case, and much doubt whether there has ever been one.

A RECENT NUMBER of the *American Law Review* contains an article on the Law of Insanity which will highly please our medical friends and critics. The writer advances the proposition that there is no such a thing properly speaking, as the *law* of insanity, and that the whole question is merely a question of fact to be decided by the jury; or rather it is contended that two questions of fact are involved—first, was the party labouring under mental disease; and secondly, was the act in question the offspring of that disease. This appears to have been laid down by one judge in New Hampshire, in charging a jury, and by another judge in the full court dissenting from the opinion of the majority. It is obvious that, as applied to criminal cases, it involves the assumption that all acts which are the offspring of mental disease of any kind are unpunishable by law. This is not, as our readers are all aware, the law in this country; neither does it appear to be so yet in America.

It is, of course, a question of fact to be decided by a jury, when it arises, according to the light thrown upon it by the best medical opinions they can obtain, whether the party was or is suffering from mental disease. What the effect of the mental disease as to rendering his acts unpunishable in a criminal court, or invalid in a civil court, depends, however, according to our law upon the extent and nature of the mental disease. And thus a question of law is introduced upon which the jury should be instructed, and told, in fact, whether the mere existence of mental disease in any form is material to the cause they have to try. Another judge in America has adopted again a different test. He lays stress on the word power, as distinguished from capacity, the word more frequently used by lawyers, and states the question to be—Has the defendant power to distinguish right from wrong, and power to adhere to the right and avoid the wrong? This, probably, is an improvement upon the ordinary definition, and certainly covers all cases in which the act of the defendant ought to go unpunished. The only objection to the definition being adopted is that it is liable to misapprehension by juries, who might be likely to consider it as including cases really of want of strength and not of want of power.

THE "SMALL-POX RIOTS" at White Waltham have been pronounced by the Maidenhead justices not to be riots at all. The decision may appear somewhat strange at first sight, but it is not indefensible when all the circumstances of the case are fairly looked at. It seems that Mr. Ephraim Davey, clerk to the Local Board for the Maidenhead district, knowing that a temporary

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small-pox hospital was wanted by the board, took of a Mr. John Palmer a house at White Waltham for that purpose. He gave £30 a-year for it and meant to re-let it to the Board for £60. On the afternoon of the day from which his tenancy commenced (the 25th March), he put a man in possession to light the fires, to put the rooms into a proper condition for the reception of the patients and to "ventilate" the premises. Meanwhile, the people of White Waltham had discovered the fact that their new neighbours were to be small-pox patients, and naturally they did not much relish the prospect. To mark their displeasure they certainly adopted somewhat violent and unusual means. Twenty-five to thirty men appeared on the night of the 25th in the enclosure in front of the house, and set to work to ventilate the place in good earnest. They smashed most of the windows and broke in some of the doors. The result was that they were charged before the magistrates with riotously demolishing Mr. Palmer's house. The defence was that there had been no riot and no intention absolutely to demolish the house. The bench considered that neither was there any riot proved nor any intention on the part of the defendants to completely destroy Mr. Palmer's premises. It seems to us that on both points their decision was correct. The defendants doubtless came together for an unlawful purpose, but as their proceedings did not inspire terror in the minds of any body, they could scarcely be deemed "rioters" (1 Hawkins, P. C. c. 65, s. 5). Nor, again, was their ultimate object the *total* demolition of the house; and that being so, the window and door breaking was not a "commencement to demolish" within the meaning of the statute under which they were proceeded against (*R.* v. *Thomas*, 4 C. & P. 337; *R.* v. *Adams*, C. & M. 299). The proceedings of the defendants were not justifiable, but did not furnish the ground of criminal proceedings. It may be that they subjected themselves to a civil liability, but, under the circumstances, the magistrates were right in holding that they had not been guilty of a criminal offence. It is the fashion to deride "justices' justice," and we have often in this journal commented on the eccentricities of the unpaid magistracy. But in this case, at all events, the decision arrived at was, we believe, in strict accordance with the authorities. The remedy of Mr. Palmer, if he has any, must be sought by a civil action.

IT APPEARS that the late decision of the Supreme Court of the United States in the celebrated "Legal Tender" case of *Hepburn* v. *Griswold** is to be reopened. The Supreme Court has concluded to hear the arguments over again. We have no information as to the grounds on which this, which to English lawyers appears a singular proceeding, is ostensibly based, nor do we know how common or uncommon such a treatment of a Supreme Court decision may be. But the whole affair confirms the belief that the powers that be have resolved that at all hazards the obnoxious judgment which proclaimed the Legal Tender Act *ultra vires* shall be reversed. It was said shortly after the delivery of the judgment that the powers aforesaid made no secret of their determination to provide some new judges of a more servile pattern than Chief Justice Chase and the colleagues who agreed with him. The new judges were elected, took their seats, and by their votes was carried the resolution to revise the obnoxious decision. This style of proceeding will tend to make the Erie shareholders rather doubtful of their chances of getting justice from the New York courts. Altogether the Americans appear very decidedly a go-ahead people. Financial operators in the old country can cook accounts very skilfully, but in America they cook the judges, and are considering, it is thought, the feasibility of cooking the Legislature.

Apropos of the legal tender question the Supreme Court has recently delivered another decision *in pari materiâ*, in a case of which a report will be found in another column. There a contract had been entered into before the Act, by which a lessee had the option of purchase at a certain price. The lessee exercised the option after the Act, but the Court, holding that the terms of purchase related back in all respects to the date of the original contract, at which time bullion was the only currency, ruled that a tender of the price in legal tender notes was not sufficient, and that the lessee could claim specific performance only on the terms of paying in bullion.

* *Ante* 415.

THE DEBTORS ACT, 1869, is beginning to bear fruit, some of it of a kind not likely to have been contemplated by its authors. From several cases which have been before certain London county courts during the last few days, it appears that a person who incurs a debt by fraud is often safer from punishment than a person who has incurred a debt honestly. If ability to pay subsequent to the judgment can be shown, of course the judge may commit, but if the debt has been incured by fraud, and the debtor can conceal his place of employment or mode of earning a livelihood, he is beyond the reach of the jurisdiction of the court. In London and other large places there are always numerous people who can and do conceal their means of living, and when they are allowed to get into debt they are, practically irresponsible, even though the debt be fraudulent. It is true that section 13 renders such a debtor liable to a year's imprisonment, but the provision must of necessity be a dead letter in the vast majority of cases. The fraudulent debts sued for in county courts are chiefly those of collectors of rents, &c., and consist of money received by the defendants and not accounted for. The employer of the delinquent collector has, it may be said, two courses open to him: he may prosecute for fraud under section 13 and send his debtor to prison, but in that case he will only be "throwing good money after bad," in addition to his loss of time; or he may sue in the county court, on the chance that some time before the expiration of six years after obtaining judgment it may be possible to prove that the defendant has the means to pay; but, having taken one course, it is not open to him to take the other. Very few creditors will involve themselves in the trouble and annoyance of the first course, including as it does an examination before magistrates and a subsequent trial by a jury; and the only alternative is the county court, which is completely powerless so long as the delinquent collector has not, or conceals the fact that he has, the means to pay. The common practice of the county courts, when making orders of committal, is to hold the warrant over if certain conditions as to future payment of instalments are complied with; but even this lenient method of obtaining a debt is not now available against the small fry of fraudulent debtors. In this respect the change in the law has been in favour of the rogues.

IT IS AN OLD and well-established doctrine that contracts in restraint of trade are void. Recent cases have, however, excepted from this rule contracts made for a valuable consideration if in partial restraint only and reasonable. What is reasonable must of course depend upon the nature of the trade, the position of the contracting parties, and all the surrounding circumstances. This rule has recently been carried very far in America in a case of *Wright* v. *Ryder*, in the Supreme Court of California. There the California Steam Navigation Company sold one of their vessels to the Oregon Steam Navigation Company, and the Oregon Company covenanted as part of the contract of sale that they would not employ the vessel or her machinery in any part of the waters of California during ten years. This covenant was held to be void as in restraint of trade.

The Court recognised and cited the English cases, and

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treated the law of England and America as being the same on this point. They seem, however, to have applied the rule more strictly than would have been done in England. A contract not to employ in a specified place a particular vessel for a limited time is certainly only in *partial* restraint of trade, even although the restrictions extended to the whole state, and this decision follows, therefore, the narrow rules of the older cases rather than the more liberal principles of the later authorities.

THE BUSINESS on the Western Circuit was brought to a close on Saturday last after an unusually protracted assize. The only noticeable features on the circuit were the prosecutions arising out of the Bridgwater Election Commission, and the very small total number of causes tried—namely, 49; which, with the Bridgwater informations, made up a total of 53 cases—17 special jury and 36 common. This number is below the usual average; but we are unable to point to any particular circumstances contributing to this result, which is probably due to the general depression. Bristol contributed the largest number of cases—namely, 17; while Devizes contributed but one.

The prisoners whose names appeared in the calendars for the six counties and Bristol made a grand total of 262, and we are enabled to give an analysis of the degree of education of these prisoners, with the exception of 45, who, having been bailed on committal, have a blank against their names in the column devoted to degree of instruction. Taking the remaining 217 prisoners, it appears that 1 is of superior education; 8 are well educated; 39 can read only; 113 are imperfectly educated, that is can read and write imperfectly; while 55 are entirely uneducated.

With regard to the waste of judicial power on circuit, we find that on the whole number of cases only 90 were of a description not triable at sessions; the remaining 172 might and ought to have been disposed of by the justices; and, no doubt, would have been, but for the rule which compels the judges to clear the gaol. Even of the 90 assizes cases several, as for instance, post-office offences and burglaries should be triable at sessions, as they are not a bit more serious offences than many with which the justices have power to deal. We hold it to be a positive waste of judicial strength and time that these 172 prisoners should have been tried by the Lord Chief Baron and Mr. Justice Hannen, and there is an incongruity in a "red judge" trying a man for stealing two eggs which we cannot help thinking has a prejudicial effect on the minds of the bystanders. Bearing in mind that this is one out of eight circuits, the whole waste of power and money must be enormous, and we recommend the subject to our political economists as one worthy of their attention.

ARBITRATIONS.

It is much to be regretted that in the bills by which the Government seek to give effect to some of the recommendations of the Judicature Commissioners, no attempt is made to improve the system of arbitrations. Few portions of the report of the Commission were received with more general approval than that in which the evils of the present practice are pointed out. "In the courts of common law a jury has always been regarded as the constitutional tribunal for trying issues of fact; and the theory is that all such questions are fit to be tried in that way. It has, however, long been apparent, in the practice of the courts of common law, that there are several classes of cases litigated in those courts to which trial by jury is not adapted, and in which the parties are compelled, in many cases after they have incurred all the expense of a trial, to resort to private arbitration. Until the Common Law Procedure Act of 1854 the parties could not be compelled to go to arbitration, and the power given by that Act is limited to cases where the dispute relates wholly or in part to matters of mere account, or where the parties have themselves, before action, agreed in writing to refer the difference to arbitration. The system of arbitration which has thus been introduced, is attended with much inconvenience. The practice is to refer cases which cannot be conveniently tried in court either to a barrister or to an expert. A barrister can seldom give that continuous attention to the case which is essential to its being speedily and satisfactorily disposed of; and an expert, being unacquainted with the laws of evidence, and with the rules which govern legal proceedings, allows questions to be introduced which have nothing to do with the matter at issue. In neither case has the referee that authority over the practitioners and witnesses which is essential to the proper conduct of the proceedings. If the barrister or solicitor who is engaged in the suit, or even a witness, has some other engagement, an adjournment is almost a matter of course. The arbitrator makes his own charges, generally depending on the number and length of the meetings, and the professional fees are regulated accordingly. The result is great and unnecessary delay, and a vast increase of expense to the suitors. The arbitrator thus appointed is the sole judge of law and fact, and there is no appeal from his judgment, however erroneous his view of the law may be—unless, perhaps, when the error appears on the face of his award. Nor is there any remedy, whatever may be the miscarriage of the arbitrator, unless he fails to decide on all the matters referred to him, or exceeds his jurisdiction, or is guilty of some misconduct in the course of the case."

To an unprofessional reader this passage would seem to describe a state of things about as unsatisfactory as can well be imagined, and one calling for an immediate remedy. To a professional man it will be but too plain that the language of the commissioners points out only some out of the many faults of the existing system, and that, even as to these, it errs rather in the direction of under-statement than of over-statement.

The first, and by no means the least, evil at present prevalent is one which the commissioners were not called upon to notice, for it arises more from the faults of individuals than of the law: it is, that a multitude of cases are referred to arbitration which ought not to be referred at all. There are unquestionably some cases which a judge and jury could not try fairly. If a case involves only a mass of isolated details a jury can hardly do it justice. A claim, for instance, by a contractor against a railway company for works done on their line can scarcely be disposed of by a jury; and can best be settled by some one who can go and see the works, have them explained to him by competent persons, and bring a single mind to bear upon the innumerable details of the matter. But it is the fashion now-a-days to refer causes, not because a jury cannot do complete justice to them, but simply because they would take an unusual length of time, or give exceptional trouble to the judge or the jury. And such cases are referred for the most part in consequence of pressure applied by the judge upon the counsel engaged in the case, and frequently in spite of the well-founded objections of the parties themselves. Everyone familiar with the proceedings of common law courts knows well that if he has a case for trial which seems likely to occupy three or four days, and is anxious to have it tried out before a jury, whatever the nature of the case may be, he will have to encounter a determined effort on the part of the judge to force the case to arbitration, on no ground whatever but that it will be somewhat troublesome to himself and the jury to try it. This is, in our judgment, grossly wrong. If a suitor's case be such that the constitutional tribunal can do fair justice to it, he is entitled to have it tried by that tribunal, whether it gives trouble or not. And the fact that men cannot get their cases tried by the tribunals before which the law says they shall be tried, is, we believe, among the principal of the causes which prevent the

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business in the common law courts from growing in proportion to the growth of commerce in the country, and which drive suitors, whenever it is possible, to the Court of Chancery.

The second great evil connected with the present system is that, even where a cause is properly referred it is not referred at the proper time, but, in the words of the commissioners, "after the parties have incurred all the expense of a trial." Nineteen out of twenty cases referred to arbitration are referred in court, after all court fees, counsel's fees, attorneys' fees, and costs of witnesses have been paid; and, when all this has been done, the parties are obliged to begin over again, and bear the costs of another trial even more expensive than the trial they have already paid for, but have not had.

The third injustice connected with arbitrations is that from no fault of their own, but solely from the nature of the claim, and the clumsiness and want of adaptability of our tribunals, the suitors in particular cases have at their own expense to provide their own judges and their own courts. The State professes to keep up court-houses and pay the salaries of judges. Yet the parties to cases referred have to pay the arbitrators' fees and hire rooms for them to sit in.

Another evil is not at first sight so obvious as those we have mentioned, but it is a very real one. The commissioners point out that "the arbitrator makes his own charges, generally depending on the number and length of the meetings." But this is not the only unsatisfactory point connected with the arbitrator's charges. The arbitrator is only entitled to his fees when he has made his award, and can only secure payment of them by taking care not to deliver his award to either party till they are paid. If neither party chooses to take up the award, the arbitrator never gets paid at all. Any gentleman in the habit of acting as arbitrator is therefore obliged, in self-defence, to charge such fees as shall cover not only fair remuneration for his time and labour, but also insurance against loss of fees in the mode we have pointed out.

The next great evil of the existing state of things is that an arbitrator's decision upon every question, whether of law or fact, is final and without appeal. It is monstrous that because the defects of our ordinary tribunals compel parties to go before an arbitrator they should lose the right of having the questions of law between them decided by the highest tribunals. It is monstrous that every decision of a judge upon a point of law should be subject to appeal, and that a decision of one who is not a judge, and is presumably less learned and less experienced than a judge, should be without appeal.

There can be no doubt, however, that the chief source of dissatisfaction with the present system of references is the mode in which arbitrations are conducted. Upon this point the commissioners have certainly not exaggerated the state of the case. It is a general rule that arbitrations give way to everything. Frequent adjournments and long intervals between the meetings, entailing inevitably repetition of evidence again and again, lead to the two worst faults that can mar the administration of justice—unreasonable delay and unreasonable expense—faults occurring in arbitrations in a far more exaggerated form than in any other existing mode of trial.

For these evils the commissioners suggested a tolerably simple remedy. Their plan is as follows:—

"We think that there should be attached to the Supreme Court officers to be called official referees, and that a judge should have power, at any time after the writ of summons, and with or without pleading, and generally upon such terms as he may think fit, to order a cause, or any matter arising therein, to be tried by a referee; and that whenever a cause is to be tried by a referee such trial should be by one of these official referees, unless a judge otherwise orders. We think, however, that a judge should have power to order such trial to be by some person not an official referee of the court, but who on being so appointed should *pro hac vice* be deemed to be and should act as if he were an official referee. The judge should have power to direct where the trial shall take place, and the referee should be at liberty, subject to any directions which may from time to time be given by the judge, to adjourn the trial to any place which he may deem to be more convenient. The referee should, unless the judge otherwise direct, proceed with the trial in open court, *de die in diem*. . . . The referee should be at liberty by writing under his hand to reserve, or pending the reference to submit, any question for the decision of the Court, or to state any facts specially with power to the Court to draw inferences; and the verdict should in such case be entered as the Court may direct. In all other respects the decision of the referee should have the same effect as a verdict at Nisi Prius, subject to the power of the Court to require any explanation or reasons from the referee, and to remit the cause or any part thereof for reconsideration to the same or any other referee. The referee should, subject to the control of the Court, have full discretionary power over the whole or any part of the costs of the proceedings before him."

The scheme of which the outline is thus drawn would substantially meet the wants of the case. Under it an arbitrator would be a public officer, paid, like other judges, by the public. He would sit in public and continuously. His decisions would be subject to a proper appeal. Uncertainty, delay and undue expense would thus be avoided. But, further, we have no doubt that publicity in arbitrations would check the improper referring of causes that might be otherwise tried. Judges would not be too anxious to announce publicly that inferior officers could try causes better than themselves.

Probably an unwillingness to create new officers with new salaries has deterred the Government from following the advice of the commissioners. But the evil is a very pressing one, far more so than unprofessional people, except those who have suffered as victims of the system, can at all appreciate. And if, as seems likely, the High Court of Justice Bill is to be postponed for a year, it is much to be hoped that some such provisions as those recommended may be inserted in it before next session.

VOLUNTARY SETTLEMENTS MADE WITHOUT POWER OF REVOCATION.

The rule is usually stated broadly, that the Court of Chancery can set aside a voluntary settlement, but will not alter it: and broadly, this is true. There are, however, some observations of the Master of the Rolls in *Lister* v. *Hodgson*, 15 W. R. 547, L. R. 4 Eq. 30, and *Philipson* v. *Kerry*, 11 W. R. 1034, 32 Beav. 628, which have been thought rather puzzling.

In *Lister* v. *Hodgson* his Lordship said:—

What I consider to be established by the case is this, that if a voluntary deed is incomplete, this Court will not compel the completion of the impugned instrument; nor, on the other hand, will the Court help a person who has made a gift by a voluntary deed and then repudiates it, and asks the Court to set it aside and give him back the money. The Court says it will have nothing to do with it: if you can bring your action at law, do so; but this Court will not interfere in any respect whatever. Then, supposing this to be a voluntary deed, it is admitted that it does not carry out the intentions of the petitioner [the donor]; but it is said that you may reform it. There is this distinction to be taken. If a man executes a voluntary deed in his lifetime declaring certain trusts, and happens to die, and it is afterwards proved, from the instructions or otherwise, that beyond all doubt the deed was not prepared in the exact manner which he intended, then the deed may be reformed, and those particular provisions necessary to carry his intention into effect may be introduced. But if the case be that he made a mistake, and you say to him, "You intended that there should be a trust in favour of A.," and he says, "I intended no such thing; I do not choose to give anything to A.," no amount of evidence, however conclusive, proving that he did so intend, will at all justify the Court in compelling him to introduce a clause into the deed which he does not choose to introduce now, although he might at the time have wished to have done so. It comes to this—that the Court will never interfere to enforce a contract between parties for the due execution of a voluntary deed.

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In *Philipson* v. *Kerry*, his Lordship said :—

If this had been a transaction where stock had been sold for a valuable consideration, then, possibly, the instrument might have been reformed, and so modified and rectified on proof of the intentions of the parties, as to have carried those intentions into effect; but in a voluntary gift that is impossible. The instrument is either good or bad; it cannot be modified to suit former intentions, unless the donor consent to make a new and distinct instrument. [The donor in this case was dead.]

We think, however, that the inconsistency in these passages vanishes on examination, as we shall presently point out.

It may be laid down as a general principle that the Court refuses to meddle with voluntary settlements; and we understand this policy as based in part on grounds identical with those on which the Court refuses to decree an injunction or specific performance where its interference would be nugatory, or its mandates, if pronounced, could not be enforced. Moreover, the Court, in granting specific performance, is moved by the consideration that the plaintiff had given value for that to which it asks the Court to help him, a motive which of course is wanting where the basis of the case is a voluntary settlement.

Therefore, if the settlor afterwards changes his mind, the Court will not help him to undo what he has done. He has other remedies. Nor will it interfere on behalf of the donees. It may be clear that if the settlor's intention had been carried out, one of them would have got more than he has, but the Court will not order the settlor specifically to perform his intention. Lord Romilly's remarks in *Lister* v. *Hodgson* seem to indicate one exception to this rule of not going within the four corners of a voluntary settlement—viz., where, after the settlor's death, it appears that there was a tangible mistake in the conveyancing by which the settlor's intentions were embodied. Here the settlor's death has prevented his making any re-settlement, and we infer that in such a case Lord Romilly would, on clear proof that there had been a mistake in the embodying of the settlor's intentions, rectify the voluntary settlement. The language used in *Philipson* v. *Kerry* (*sup.*) may at first seem inconsistent with this view, but we conceive that the inconsistency disappears on consideration. In *Philipson* v. *Kerry* the Master of the Rolls was speaking of that description of impropriety (it does not necessarily amount to fraud) which the Court considers to have taken place where the settlor executed the settlement without being made fully and completely aware of the consequences; as, for instance, if he was not made fully aware of the consequences of his executing a deed without power of revocation. So far as anything of that kind is implicated, the deed *is* either good or bad; if tainted it is tainted throughout, and must be set aside. The Court will not amend it in favour of the settlor, but will set it aside *in toto*. This, however, is a different thing from a mere conveyancing mistake, which, as we understand the Master of the Rolls in *Lister* v. *Hodgson*, may be rectified after the settlor's death. The difference is that in one case the settlor knew what he was about, but his conveyancer did not follow him; in the other case the settlor did not know what he was doing.

With this qualification it is true, as the rule is broadly stated, that the Court will set aside, but will not reform, a voluntary settlement.

As to the grounds upon which voluntary settlements are avoided—Undue Influence, of course, is one principal ground. We discussed that subject two years ago,* *apropos* of the *cause celebre* of *Lyon* v. *Home*, and may now pass it by. It is a principle that a volunteer claiming under a settlement is saddled with the *onus* of proving that, to use the expression of Lord Eldon in *Gilbert* v. *Jeyes*, 6 Ves. 296, "the transaction was righteous."

The donee must show that the donor knew and understood what he was doing; "but if besides the obtaining the benefit of this voluntary gift the donor and donee were so situated towards each other that undue influence might have been exercised by the donee over the donor, then a new consideration is added, and the question is, not whether the donor knew what he was doing, but how the intention was produced:" *Hoghton* v. *Hoghton*, 15 Beav. 299, *Huguenin* v. *Basley*, 14 Ves. 300. The above passage from Lord Romilly's judgment in *Hoghton* v. *Hoghton* puts neatly the difference between the cases we are writing about and those of undue influence.

The question whether or not the Court will set aside a voluntary settlement on the ground that the settlor did not understand what he was about, is, of course, as a question of fact, one upon which no definite hard and fast rules can be laid down; nor, if it were possible, would it be expedient that any such rules should be laid down. There is no test beyond that of common sense applied to each case as it arises.

In *Hoghton* v. *Hoghton* Lord Romilly observed that the mere reading over a deed to an unprofessional person would not be sufficient proof that he understood it, unless it were shown that the reading was accompanied by an explanation. There may be various circumstances which increase the presumption that the settlor could not have understood the act he was performing. As, for instance, if, as in *Philipson* v. *Kerry*, its effect was to deprive the settlor of all her property, and to render her entirely dependent on the bounty, and not merely the bounty but the forethought, of her own donee. It would require strong evidence to induce the Court to believe that a settlor had, with her eyes open, freely consented to so imprudent an act.

In *Anderson* v. *Elsworth*, 9 W. R. 888, Vice-Chancellor Stuart set aside a voluntary settlement made by an old woman, by which, without power of revocation reserved she parted with the whole of her property to a niece. The settlor had asked what was the difference between the effect of a will and a deed, and had been told that the former was revocable, and the latter not. The Vice-Chancellor set aside the settlement, on the ground that she had not been informed of this further difference, that the deed, unlike the will, divested her of her property *immediately*. In this case the donor lived with the donee till her death, and there seems to have been no evidence that she had ever desired to undo the settlement: it was urged, therefore, that, as the property had now passed to the person intended by the settlor to have it, there was no reason whatever why the Court should avoid it at the instance of the heir-at-law or a devisee under a *previous* will (as the case there was). Yet, although the Vice-Chancellor considered it clearly proved that the settlor intended this niece to have the property, he set the settlement aside. If this case is to be considered as deciding that a voluntary settlement must necessarily be set aside if the settlor did not comprehend all its consequences, even though the deviation from what she understood may never have come into operation, it would scarcely, we think, be now followed. We do not, for instance conceive that a settlement should be set aside for want of an understanding on the settlor's part, that it was irrevocable, if it can be proved that the settlor never as a fact desired to revoke it or to make any different disposition of the property. As the Master of the Rolls observed in *Philipson* v. *Kerry*, "it is a matter of importance and one which has great weight with the Court, whenever it appears that the donor has continued throughout her life cognizant of what she has done, and has evinced no regret for the act she has done, or expressed any desire to disturb it." The Court avoids a settlement, as we understand its principles, not because the settlor had an insufficient explanation, but because the settlement did not carry out her intentions; the want of coincidence with the intention is the cause which moves the Court, and the want of explanation is only a circumstance which in the events which happened gave rise to that cause. If, in the course of events, the act performed coincides

* 12 S. J. 620.

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with the act proposed, the ground for interference is sought in vain. Altogether, this case of *Anderson* v. *Elsworth* is not very reliable, as the decision may have proceeded on the Vice-Chancellor's general belief in the settlor's weakness of understanding.

Subject to the foregoing remarks, the absence of a power of revocation is another circumstance affording a presumption that the results of the settlement made were not fully comprehended by the settlor. Upon this point turned the two recent cases of *Coutts* v. *Acworth*, 18 W. R. 482, L. R. 8 Eq. 558, decided by Vice-Chancellor Malins, and *Wollaston* v. *Tribe*, 18 W. R. 83, L. R. 9 Eq. 44. And here we must repeat that it is scarcely correct to say, as we have heard it said, that the absence of a power of revocation is *necessarily* fatal to a voluntary settlement. There is no magic in the thing. The matter is simply that the absence of a power of revocation raises a very strong presumption that the settlor was not furnished with proper explanations. As Lord Justice Turner observed in *Toker* v. *Toker* (3 D. G. J. & S. 491), "it would be a most unwarrantable interference with the rights of property to hold that no voluntary settlement could be valid unless a power of revocation was inserted in it. . . . Again, I think it going too far to say that no voluntary settlement can be valid unless the settlor is advised that there should be a power of revocation inserted in it. What the Court has to be satisfied of in these cases is that the settlement, whether containing or not containing a power of revocation, is the free determined act of the party making it; and the absence of advice as to the insertion of a power of revocation is a circumstance, and a circumstance merely, to be weighed in connection with the other circumstances of the case."

In *Coutts* v. *Acworth*, Vice-Chancellor Malins expatiated considerably upon the duty of solicitors of "insisting that there should be, and almost going to the extent of refusing to execute such an instrument unless there be, a power of altering that which was done." In another passage the Vice-Chancellor stated that the cases of *Anderson* v. *Elsworth* (*sup.*) and *Forshaw* v. *Welsby*, 31 Beav. 629, "show that where the circumstances are such that the donor under the deed ought to be advised to retain a power of revocation, and a power of revocation is not inserted, it is fatal to the deed." Vice-Chancellor Malins did substantial justice in *Coutts* v. *Acworth*, and in nine cases out of ten the result of following his phraseology in that case would be the proper result; but the *obiter dicta* in question go beyond the mark and exceedingly likely to mislead. They are an instance of the inexpediency of attempting to prescribe rigid rules where in the nature of the case there can be none.

Though, however, there is no magic in powers of revocation, it is, it need hardly be said, highly advisable that solicitors in acting for voluntary settlors should urge their clients to retain power of revocation, and point out the consequences of their not doing so. And we may mention that in *Forshaw* v. *Welsby* (*sup.*) the solicitor being also a trustee of the settlement, and therefore a party to the suit, was denied his costs, merely for dereliction of this duty.

THE LAW OF DIVORCE IN FRANCE.

A case has been recently brought before the First Chamber of the Imperial Court of Paris, in which interesting and curious questions were raised concerning divorce and separation *à mensâ et thoro*, when decreed by a foreign Court. In this case the husband and wife had been placed in a most curious predicament by the judgment of the foreign Court; the marriage had been dissolved as against one, and had been maintained as to the *vinculum* against the other. The facts were the following:—A M. Fay, a denizen of Frankfort-on-the-Maine, married in Paris a Frenchwoman named Caroline Grebert. Their union was not happy, and difficulties arose between them, which resulted in mutual actions for divorce in the Frankfort Court, which city, being the domicile of the husband, had by the marriage become that of the wife. In due course the Court pronounced in the two suits a judgment, a part of which is curious enough to be given at length:—

"On the appeal of M. Jules Fay, burgher and trader in this town, defendant and likewise plaintiff, against his wife, Caroline Grebert, plaintiff and defendant likewise, a decree has been made as follows. . . .

"Whereas, not only has the complaint brought by her appeared without foundation, but the acts of the said defendant, brought up by her husband against her, in support of his demand, have been proved in every point. The following judgment has been respectively given between the parties:—

"1. The plaintiff is ousted of her demand and condemned to keep quiet.

"2. The plaintiff, defendant in the counter-action, is declared a malicious and a calumnious woman, and as to her the separation *quoad thorum et mensam* is decreed between the parties during their lives; and as to the husband, plaintiff in the counter-action, the marriage is declared dissolved between the parties *quoad vinculum*."

The cause of this arrangement of the judgment lies in the difference of the religion of the parties and in the law of Frankfort. That law follows, in this respect, the religion of the parties; and, in consequence, the judgment delivers the husband, who is a Protestant, from the marriage ties; whereas the wife, who by the tenets of her faith—the Catholic religion—is bound to consider marriage as an indelible sacrament, is to remain fettered thereby, in this marriage without a husband, a strange example of a woman who is neither a maid, widow, nor wife.

In consequence of the separation effected by this judgment the parties wished to liquidate the community of goods which had existed between them, and for that purpose applied to the Civil Tribunal of the Seine. That tribunal, however, in conformity with the opinion of the *Procureur Imperial*, declined to entertain jurisdiction in the matter, by reason of both parties being aliens, the husband by birth and the wife by the marriage. The parties therefore attempted to settle their affairs amicably, and the husband gave his wife a power of attorney; but new disagreements arising, the husband withdrew his power, whereupon the wife cited him before the Civil Tribunal of the Seine, contending that the effect of the judgment of the Court of Frankfort, which had decreed a divorce in favour of her husband being to reinstate her in her original French nationality, she should be held free to receive and administer her own property without the interference or consent of her husband. The husband, M. Fay, demurred to the jurisdiction of the Court on the ground of both parties being aliens. The Court—notwithstanding this plea and the judgment by which, seemingly, the principle upon which it was grounded had been already admitted—held this time, on a point not before raised, that it had jurisdiction over the cause. The new point was—the effect to be given to the divorce decreed in favour of the husband by the Court of Frankfort. The Civil Tribunal now held in substance that the wife had been deprived of her French nationality, only by the effect of the marriage; that that marriage had been dissolved by the judgment of Frankfort-on-the-Maine; that, though the tenets of her religion prohibited her from taking advantage of such divorce in respect of a second marriage, she could not be debarred from taking advantage of the logical and necessary consequences of the divorce; that the *vinculum* of marriage is indivisible, and that it cannot be loosed from one of the parties without the other at the same time being set free; and that, therefore, the circumstance which had conferred upon the wife the nationality of her husband having been set aside, she should be held to have recovered her original French nationality:—on these grounds the Court assumed jurisdiction over the cause.

Against this decision M. Fay appealed. The case turning on a question of *status*, was, as required

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by the law, brought on to what is called a solemn hearing (*audience solennelle*), that is, before two chambers of the Imperial Court sitting together for the occasion, of which the first chamber, presided over by the first President, is invariably one.

The judgment of the Court below was quashed. M. Fay gained his cause. The Imperial Court held that the principles of the French law had nothing to do with the case; that Mme. Fay, having married a citizen of Frankfort had become by the operation of the marriage a subject of that city and amenable to its laws; that those laws, not being contrary to public morals or order, should govern the case, however strange their operation according to French ideas; and therefore that,—since according to those laws a competent Court had declared the marriage to be still binding on the wife, though the husband had been released therefrom, that decision should be carried out and the wife should be held not to have recovered her original French nationality, and to be still liable to all the disabilities arising by the law of Frankfort from her coverture.

Notwithstanding the abolition of divorce in France, the Imperial Courts would no doubt have followed the law of the national domicil of the husband, even had the wife belonged to a religion which allowed of the marriage being broken, and had the judges of Frankfort absolved her therefrom accordingly. She would not, however, have recovered her French nationality, *ipso facto*, by the mere operation of the divorce. By article 19 of the Code Napolèon, a Frenchwoman who has married an alien may recover her French nationality after the death of her husband. But she must make a formal declaration that her intention is to establish her domicil in France; and, where the marriage has been dissolved when she was out of France, obtain the consent of the Government of that country to her return there. This article, it is to be observed, expressly provides only for the dissolution of the marriage by the death of the husband; it speaks only of the widow, but it has been generally held to apply likewise to the severance of the tie by the operation of a divorce. A foreign divorce decreed between an alien husband and his wife, whether she were alien originally, or has become such by the marriage, the French courts will recognise. They will even go so far as to sanction a marriage solemnised in France between parties who have been divorced by the competent courts in other countries. This, however, owing to the particular character of the motive which excluded divorce from the Code Napolèon, has met with some dissentient voices. Originally it formed a part of the Code. The legislators who framed the Code were most of them fostered under the auspices of the philosophers of the Encyclopèdie, and were decidedly not fettered by Catholic scruples. They had in their original plan provided for conjugal infelicity no remedy other than divorce. At the solicitation, however, of some who took into consideration the scruples and feelings of those who still were attached to the tenets of the Roman Catholic Church, in which marriage, being considered as a sacrament, is held to be indissoluble, the separation *a mensâ et thoro* was introduced into the Code. At the Restoration of the Bourbons the Catholic religion got into the ascendant, and divorce was expunged from the Code Napoleon, as a flagrant outrage on the principles of the Church of the State, and never to be reinstated there. Many theorists have since contended that the French Courts should not in their judgments at all recognise the validity of a divorce, whether of French subject or alien,—however legal in the country in which it has been decreed, and however competent the Court,—any more than they recognise polygamy, however consistent it may be with the laws of the domicil of the party. The French Courts, however, have not given their assent to that extreme doctrine; and where the subjects of a country in which divorce is lawful have been divorced by the competent authority, they have been held in France to be free to marry again. This does not, however, apply to French subjects who get naturalised in a foreign country in order to procure a divorce. That is treated as a fraudulent evasion of the law of France. Under what circumstances (if any) a naturalisation followed by a divorce would be *bonâ fide*, remains yet to be decided.

RECENT DECISIONS.

EQUITY.

Execution against Shareholders.

Healey v. *Chichester and Midhurst Railway Company*, M.R., 18 W. R. 270, L. R. 9 Eq. 148.

The Companies Clauses Act (8 Vict. c. 16) s. 36, enables creditors of a joint-stock company, "if there cannot be found sufficient whereon to levy execution," to issue execution by leave of the Court against any of the shareholders, to the extent of their shares not then paid up. The meaning is, that if the property of the company be not sufficient to satisfy the debt, a creditor may obtain leave to issue execution against the shareholders. The section does not imply that execution must first have been levied against the company; but, if it appear to the satisfaction of the Court that the property of the company is not sufficient to satisfy the debt, the Court will, in the exercise of its discretion, give leave to issue a *sci. fa.* against any of the shareholders, provided execution against the company shall have actually issued, though it need not have been levied: *Ilfracombe Railway Company* v. *Lord Poltimore*, 16 W. R. 460, L. R. 3 C. P. 288; and it is no answer to a declaration on the *sci. fa.* against a shareholder that he has transferred his shares after the motion for leave to issue the writ, and before the writ has issued: *Nixon* v. *Green*, 4 W. R. 209, 11 Ex. 550; so that, in fact, every person is liable to be thus proceeded against who is a shareholder at the time of the motion, which the statute requires shall be made in open court, and after sufficient notice to the persons sought to be charged.

There are, therefore, two stages in the procedure at common law and on this section, the first being the motion required by the Act, the second the action commenced by the writ of *sci. fa.*: *Hitchins* v. *Kilkenny Railway Company*, 10 C. B. 160. This course is likely to cause delay, as it gives the shareholder in effect two opportunities of questioning the validity of the order. In *Healey* v. *Chichester and Midhurst Railway Company* the Master of the Rolls did not direct a writ of *sci. fa.* to issue, which seems to be the invariable practice at common law, but ordered execution to issue against the shareholders, unless cause were shown on or before a given day; it apparently being his opinion that the Court is not bound to issue a writ of *sci. fa.* in such cases. The words of the statute are simply "execution may be issued." The words "*sci. fa.*" do not occur. All that is necessary is, that the shareholder should have an opportunity of questioning the validity of the order.

Debtor's Right on Extinction of the Debt to Policy Effected by Way of Security.

Knox v. *Turner*, V.C.S., 18 W. R. 276, L. R. 9 Eq. 155.

The circumstances under which the grantor of an annuity is entitled on redemption to have a policy of assurance effected on his life by the grantee delivered up, were considered in this case. In *Gottlieb* v. *Cranch* (4 D. M. G. 440), where the policy had been effected by the grantee pursuant to a stipulation binding the grantor to enable the policy to be effected, but not binding the grantee to effect the policy, the Court of Appeal held that upon the repurchase of the annuity the policy belonged to the grantee. The transaction in the present case was a similar one, and the Vice-Chancellor considered that he was bound by the decision in *Gottlieb* v. *Cranch* to dismiss the grantee's bill to have the policy delivered to him on redemption of the annuity.

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In *Courtenay* v. *Wright* (9 W. R. 153, 2 Giff. 337), as in the present case, the Vice-Chancellor disapproved of *Gottlieb* v. *Cranch*. His Honour denied the existence of any general rule that, where the grantee of an annuity assures the life of the grantor, the policy is deliverable to the grantor on redemption. In *Drysdale* v. *Pigott* (4 W. R. 773, 8 D. M. G. 546), a subsequent decision of the Court of Appeal to that in *Gottlieb* v. *Cranch*, where the creditor had effected an insurance on his debtor's life in his own name, and paid all the premiums except the first out of his own monies, and the debtor was not bound by any legal obligation to pay the premiums, the Lords Justices held that the debtor on redemption became entitled to the policy, on the ground that payment of premiums by the creditor was optional, and the substantial purpose of the assurance was to secure the debt; reversing the decision of the Master of the Rolls, who had held (4 W. R. 518) that the debtor by refusing to pay premiums subsequent to the first, had abandoned and lost any right to the policy which he might otherwise have had.

It was decided in *Courtenay* v. *Wright* that where the relation of debtor and creditor exists, and a policy is effected by the creditor, directly or indirectly, at the expense of the debtor, under circumstances which show that it was intended as a security or indemnity to the creditor, he is bound, on payment of the debt, to deliver up the policy to the debtor. This we take to be the true principle. The transaction in *Knox* v. *Turner* was in fact a loan at interest. It is observable that the annuity did in fact extend to cover the premiums on the policy which the creditor might or might not effect at his option according to the agreement with the debtor.

When once effected, the policy could only be regarded in the light of an indemnity to the creditor, and on redemption, the debtor's equity to have the policy delivered over to him could, but for *Gottlieb* v. *Cranch*, scarcely have been denied. *Qui sentit onus, sentire debet et commodum* is the maxim that applies to these cases, and where the debtor, by paying more than he would otherwise be compelled to pay in the shape of yearly payments to his creditor, provides a fund for paying the premiums on a policy effected by the creditor on his (the debtor's) life, it is only just that on redemption the debtor should have the benefit of the security. There must be privity between the parties, of course, but the Court will draw its own conclusions in the absence of any direct stipulation as to a policy being effected. In *Lea* v. *Hinton* (5 D. M. G. 823) the creditor had insured his debtor's life voluntarily, but, it appearing that he had done so by way of indemnity, and had charged the debtor in his accounts with the premiums paid, the Court gave the policy to the debtor on the debt being paid. Where there is an agreement, express or implied, that the creditor shall insure at the debtor's expense, the debtor, on paying the debt, is entitled to the policy (*Morland* v. *Isaac*, 3 W. R. 397, 5 D. M. G. 823); and, even in the absence of any such express or implied agreement, we submit that the debtor who satisfies the claim of his creditor is entitled to have handed over to him any policy effected on his life by the creditor, if effected by way of indemnity to the creditor, the premiums on which the debtor has either directly or indirectly, as in *Knox* v. *Turner*, been compelled to pay. It is no more than an application of the general rule that a debtor on paying his debt is entitled to have every security for the debt handed over to him.

Alteration of Window Lights.

Staight v. *Burn*, L. J. G., 18 W. R. 24, 3 L. R. Sch. 163.

It was decided in the leading case of *Tapling* v. *Jones*, 13 W. R. 617, 11 H. L. 290, that an alteration of an ancient light does not prevent the owner from recovering damages at law for an obstruction. If a house possessing ancient lights be pulled down and rebuilt, the owner is still entitled to recover damages for an interference with such light as his ancient windows enjoyed; and if the position of the windows be such that his neighbour cannot obstruct the new light without also obstructing the light which he possesses as of right in virtue of the ancient windows, the effect will be to protect the whole of the light, and acquire in time an easement which may exceed in any conceivable degree the easement to which the owner was originally entitled. Such is the rule at law; but in equity, Vice-Chancellor Kindersley seems to have considered that a case of this nature was not one where the Court ought to interfere by injunction, where the effect would be to enable a person to avail himself of the right he had to impose on his neighbour a servitude far larger than previously existed: *Curriers Company* v. *Corbett*, 13 W. R. 1056, 2 Dr. & Sm. 355. This case, however, was decided before the decision on appeal in *Tapling* v. *Jones*. The same view appears to have been taken by the Master of the Rolls in *Heath* v. *Bucknall*, 17 W. R. 755, L. R. 8 Eq. 1. But as a judicial decision *Heath* v. *Bucknall*, as we gather from the remarks of the Lord Justice in *Staight* v. *Burn*, amounts to no more than this, that where a very small and almost inappreciable part of the ancient window is preserved, and the rest is new, so that the servitude is in fact a completely new servitude, the Court will not interfere by injunction. Whether the Court ought not in such a case to assess the damages, possibly at a nominal sum, instead of dismissing the bill and leaving the plaintiff to his remedy at law, as was done in *Heath* v. *Bucknall*, we do not presume to say. But where there is a clear legal right, and material injury to that legal right is established, as in *Staight* v. *Burn*, the Court will interfere by injunction without considering how far the result will be to protect the new lights which have been opened under cover of the ancient lights.

Agreement to Sell at a Price to be Fixed by a Third Person.

Weekes v. *Gallard*, M. R., 18 W. R. 331.

Where A. agrees to sell, and B. to purchase an estate at a price to be fixed by C., and C. accordingly names the sum to be paid for the estate, equity will compel specific performance of the contract. However inadequate the price fixed may be, the parties have made C. their judge upon the point; the chances are perfectly equal, and his decision must be treated as final, nor will the Court in general inquire what is the true value in such a case, where the price to be fixed is of the essence of the contract of sale (*Gourlay* v. *Duke of Somerset*, 19 Ves 431). Lord Alvanley's *dictum* in *Emery* v. *Ware* (5 Ves. 846), that an agreement to sell according to the valuation of a third person is not such as the Court would be desirous to enforce, can have little weight at the present day. It is of course essential that the referee should have acted fairly and carefully; but his competence can hardly be questioned after the parties have, by nominating him, admitted him to be competent. Fraud or mistake, which vitiate every award, may be inferred from gross inadequacy of price; yet in a case where the price fixed was more than double the valuation by the purchaser's own witnesses, the Court declined to infer that the referee had mistaken (*Collier* v. *Mason*, 25 Beav. 200). In *Weekes* v. *Gallard* there was some inadequacy of value, but the Court, as might be expected, did not listen to the argument of hardship or infer mistake as to the capabilities of the property. The arbitrator may not delegate his office (*Hopcroft* v. *Hickman*, 2 S. & S. 130), though he may make use of the judgment of another (*Emery* v. *Ware*, *ubi sup*). But these remarks apply rather to the duties of arbitrators in general.

Parker v. *Whitby*, Turn. & Russ. 366, is a case which appears not easy to reconcile with the law as generally laid down. It is singular that the case should not be noticed in Lord St. Leonards' Vendors and Purchasers. In that case Sir Thomas Plumer refused to decree specific performance of an agreement to sell at a price to be

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fixed by two persons to be subsequently named (not as erroneously stated in the head-note, by two persons who were named), on the ground that the price then fixed was considerably below the value of the property. We do not see that the fact of the persons being named subsequently to, instead of by, the agreement affects the question. Sir Thomas Plumer was of opinion upon the evidence that the land was worth more than the price which had been fixed; and he added, "I cannot accede to the position, that, because the parties by their contract referred the ascertaining of the value to two individuals, the Court is bound by the judgment of those individuals, and cannot have recourse to other means in order to satisfy its own conscience." No doubt the intention of the parties was that the land should be sold for a fair price, but was it not of the essence of the contract that the price should be fixed by the parties who were nominated in order to, and who actually did, fix it?

Rule as to the Appointment of an Official Liquidator.

Re Northern Assam Tea Company, Ex parte Galsworthy, L.C. & L.J.G., 18 W. R. 362.

This is quite a matter for the discretion of the judge. The misfortune is that any attempt to lay down a rule with a view of stopping the discreditable contests which often occur in these cases, has the effect of interfering with the exercise of the discretion of the judge. Malins, V.C., laid down on one occasion that the person nominated by the parties having the carriage of the winding-up order was to be the liquidator, if a fit and proper person (*Re General Provident Insurance Company*, 17 W. R. 42). The Master of the Rolls, on the other hand, has given the preference to a person nominated by the shareholders, on the ground that they, rather than the creditors, have an interest in winding up economically, so as to secure some returns on their shares. The rule now laid down that, in making the appointment, the judge is to exercise his discretion, having regard to the wishes of creditors and contributories, as far as possible, will have a salutary effect, especially if the rule as to costs be adhered to, that only the person whose proposal is accepted is to have his costs, and those only as between party and party. But how is a judge to act when, as is often the case, A. is nominated by the creditors and B. by the shareholders, and both are equally fit and proper for the office?

COMMON LAW.

Stamps—Lease—"Further or other Valuable Consideration"—17 & 18 Vict. c. 83, s. 16.

Boulton v. *The Commissioners of Inland Revenue*, Ex. 18 W. R. 351.

Considerable surprise was felt at the decision of this case, which in fact alters in one important particular the practice of the Commissioners of Inland Revenue in stamping leases.

17 & 18 Vict. c. 83, s. 16 enacts that "where any deed or instrument which shall be chargeable with any *ad valorem* stamp duty in respect of any sum of money yearly or in gross. . . . therein mentioned shall be made also *for any further or other valuable consideration*," such deed shall be chargeable with a further stamp duty. *Boulton's case* decides that a covenant in a lease by the lessee to complete houses already partially built upon the demised land is a "further or other valuable consideration," and, therefore, renders the lease subject to a further stamp duty in addition to the *ad valorem* stamp fixed by the amount of the rent. The words of the Act in their ordinary meaning seem to include a case like this, but the practice has hitherto been not to require the additional stamp in these cases.

There has been a good deal of comment upon this decision, and some correspondence about it has already appeared in our columns, and we therefore now only notice the point actually decided, which depended upon the construction of the statute. We believe a bill (see *ante* 371) has already been introduced into the House of Commons for the purpose of granting an indemnity, when deeds falling within the principle of *Boulton's case*, but stamped before that decision, have not the additional stamp now decided to be necessary.

Right of Action—Injury to Plaintiff's Trade by Preventing Customers from Coming to Him.

Higgins v. *O'Donnell*, 18 W. R. Q. B. (Ir.) 378.

The precise point decided in this case is not of much importance, as it arose upon demurrer to a declaration of a very unusual form. The judgment however (which was the unanimous judgment of the Queen's Bench of Ireland after they had taken time to consider) formally approves some of the principles laid down in *Lumley* v. *Gye* (1 W. R. 432), which have at different times given rise to much discussion. It is chiefly on this account that we notice *Higgins* v. *O'Donnell*.

The declaration alleged that the plaintiff was possessed of certain stores where he was accustomed to buy and sell corn, as the defendant knew, and that the defendant, intending to injure the plaintiff in his business, demanded certain tolls, not of right payable to the defendant, of certain customers of the plaintiff who were then carrying corn to the plaintiff to sell to him, and the defendant detained the carts of the customers carrying the corn on non-payment of the tolls, and thereby caused damage to the plaintiff. There was a demurrer to this declaration, and, as might have been expected, the demurrer was allowed as the declaration did not allege any injury to any property of the plaintiff nor the violation of any right in the plaintiff; as it was not stated that the plaintiff had any franchise such as a market, &c., or that the customers who were detained were under any contract to bring their corn to the plaintiff or to sell it to him.

Lumley v. *Gye* was cited in the course of the argument, and was commented upon in the judgment. This case was an action by the manager of a theatre against the defendant for inducing Joanna Wagner, who had contracted with the plaintiff to perform at his theatre, to break her contract. It was held on demurrer to the declaration that the action lay. It was sufficient for the actual decision to hold that the case fell within the principle of the Statutes of Labourers (23 Ed. 3. and 25 Ed. 3), which contain many provisions respecting the hiring, employment, &c., of labourers and other servants.

Three out of the four judges who decided *Lumley* v. *Gye*, viz., Crompton, Erle and Wightman, JJ., Coleridge, J., dissenting, expressed a strong opinion that the declaration might be supported upon a principle much broader and of more universal application than that which depends upon the Statutes of Labourers. This principle is that a person who maliciously induces one of two contracting parties to break his contract, and thereby causes damage to the other party to the contract, is guilty of an actionable wrong, and may be sued by the party thus damaged in an action on the case. It would seem that malice in the defendant and actual damage to the plaintiff would be necessary to constitute such a cause of action. This principle is one which is almost entirely new to English law, has hardly any direct authority to support it, and was not necessary for the decision of *Lumley* v. *Gye*. It has, however, the authority of the opinions of three learned judges, contained in carefully considered written judgments. It has, therefore, in effect, all the weight of an actual decision on the point.

The peculiarity of this principle is that a person may be sued for damage caused by the breach of a contract to which he is not a party. The question can hardly arise in the case of wrongs wholly independent of contract, because one who induces another to commit a tort is liable as a principal wrongdoer. If A. induce B. to trespass on the land of X., A. is liable to an action for the trespass in precisely the same manner as if he had in

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person gone with B. on to X.'s land. In contemplation of law, A. and B. are joint trespassers. If, however, A. induces B. to break a contract made between B. and X., the position of the parties necessarily differs much from the case first put. A. and B. were under the same duty to abstain from the trespass for which they both became liable when committed, but A. and B. are not under the same duty with respect to the contract. The *mere* breach of contract cannot in any case affect A., as he is no party to it. Even if he causes the breach he cannot be sued *upon the contract*, either alone or jointly with B. The principle we are discussing, therefore, is not supported by any satisfactory analogy to be drawn from the law of torts, is quite without analogy in the law of contracts, and has, as we have said, hardly any direct authority in its favour.

In thus pointing out the peculiarity and novelty of the principle laid down in *Lumley* v. *Gye*, we do not wish to express any disapprobation of that principle. On the contrary, if it is carefully restricted to cases where there is malice in the defendant and actual damage caused to the plaintiff, the right of action would, we think, be useful, although probably such actions would never become very frequent. It is however desirable, before a new right of action is finally established, that its analogy to other causes of action and its probable results should be carefully and maturely considered. It is for this reason that we have noticed the case of *Lumley* v. *Gye*, with which must now be cited on this point the judgment in *Higgins* v. *O'Donnell*, where the Court of Queen's Bench in Ireland, commenting on *Lumley* v. *Gye*, and on the dissenting judgment of Coleridge, J., expresses a preference for the "more enlarged and just principles asserted in the judgments of the majority of the Court."

CRIMINAL LAW.

Reg. v. *Stainer*, C.C.R., 18 W. R. 439.

The actual point decided in this case is that a friendly society, some of whose rules are in restraint of trade, may nevertheless indict an officer of the society who has embezzled the society's money. The principle of the decision is that such a friendly society is not an illegal society in the sense of being criminal. Its members cannot be indicted for a conspiracy, although it may in some respects be illegal so far as its civil rights are concerned. The decision in *Reg.* v. *Stainer* does not touch the question how far an association of this kind would be affected in civil proceedings by the fact that some of its rules are in restraint of trade.

The judgment in this case was based to a great extent upon the principle recognised in 31 & 32 Vict. c. 61, the "Trades Unions Funds Protection Act," but it does not overrule any former cases on this point. The three best known of these cases are *Hilton* v. *Eckersly* (4 W. R. 326), *Hornby* v. *Close* (15 W. R. 336), and *Farrer* v. *Close* (17 W. R. 1729). In each of these questions respecting the effect of contracts in restraint of trade were discussed, but the point raised in *Reg.* v. *Stainer* was not decided. It appears, however, that the *dictum* of Crompton, J., in *Hilton* v. *Eckersly* in the Court of Queen's Bench (24 L. J. Q. B. at p. 355) that combinations like that in *Hilton* v. *Eckersly* are "illegal, and indictable at common law," must be now considered as overruled by *Reg.* v. *Stainer*. It may be as well also to notice that in *Reg.* v. *Stainer* the general object of the society and of its rules was, in the words of Cockburn, C.J., "*primâ facie*, lawful and beneficial," although there were two or three rules in restraint of trade. It does not follow from *Reg.* v. *Stainer* that no combinations in restraint of trade can be indictable, but only that such combinations as there existed were not indictable. Cockburn, C.J., says, "In my opinion the main objects of the society must be criminal" in order to raise the question whether the society is disentitled to the protection of the criminal law.

EVIDENCE—ADMISSIBILITY OF DEPOSITION OF DECEASED WITNESS—SIGNATURE BY JUSTICE.

The Queen v. *Parker*, 18 W. R. 353.

By section 17 of 11 & 12 Vict. c. 42, a deposition made before justices on the committal of a person for trial is made evidence at the trial if the witness who made it is then dead, and if the deposition "purports to be signed by the parties by or before whom the same purports to have been taken," and there is a reference in the section to a schedule which gives a form for the depositions.

It is not quite clear on the wording of the section whether, when there are several depositions, the justices should sign each deposition, or whether it is enough that they sign once for all at the end of all the depositions. The form given in the schedule clearly requires one signature only for any number of depositions.

In *Reg.* v. *Parker* a number of depositions were signed once only at the end by the justices in the form given in the schedule, and it was held that this was a sufficient signature to make one of the depositions—which was not the last one nor on the same sheet as the signatures of the justices—admissible evidence on the death of the witness who made it. There could hardly have been any doubt on the point except for a case of *Reg.* v. *Richards* (4 F. & F. 860), where Cockburn, C.J., expressed a contrary opinion. However, in *Reg.* v. *Parker*, he explained that when he ruled in *Reg.* v. *Richards* that each deposition must be signed he had not had his attention drawn to the form of the schedule, and that he now thought that *Reg.* v. *Richards* was wrong.

Reg. v. *Parker* is of very little importance except for the purpose of settling the doubt caused by *Reg.* v. *Richards*. But for that case the point was not only clear in itself, but there was also authority for holding the law to be as *Reg.* v. *Parker* now conclusively decides it to be.

REVIEWS.

The History of the Law of Tenures of Land in England and Ireland. By W. F. FINLASON, Barrister-at-Law. London: Stevens & Haynes. 1870.

Mr. Finlason's little volume has already been referred to in the House of Commons with approval by no less a personage than the Premier himself. The praise was not undeserved. To those who know nothing of the mysterious "Irish land question" Mr. Finlason tells much in an agreeable and readable manner. To those who bring to the study of his book some knowledge he will furnish many new ideas, and much additional information.

Mr. Finlason prefaces his chapter upon Irish Tenancy (c. 4, pp. 84 -152) with an elaborate dissertation upon English tenures. The conclusion he arrives at is that our common law favours inheritable tenancy. Indeed, he goes so far as to say that before statutes had been passed to render illegal the creation of perpetual tenancies, and to require that leases for any term over a prescribed number of years should be accompanied with certain formalities, the *normal* characteristic of agricultural leases in England was that they were inheritable. The value of this proposition to elucidate the present controversy is not very clear to us. But the fact that before the Statute of Quia Emptores (18 Edw. 1) the creation of an inheritable tenancy in fee was possible to the lord of an English estate may perhaps calm the apprehensions of timid legislators. It may be that in this Land Bill, as in so many other reform bills, we are but feeling our way back to a state of perfection which we once enjoyed. It is certain that until now every legislative enactment from Quia Emptores downwards has tended to confirm the purely *contractual* relation of landlord and tenant in England; and to this extent the bill now before Parliament does reverse modern and revert to old ideas, that it ceases to treat the landlord and tenant as persons capable of contract. The tenant's "status" is assumed to be such that he cannot contract upon fair terms. In Ireland the law of progress so eloquently enlarged upon in Mr. Maine's "Ancient Law" is to be reversed. Everywhere

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else, even in reactionary Russia, society is moving from *status* to *contract;* but there it is henceforth to move from contract back again to *status*. The necessity for such legislation seems imperative; but the existence of the necessity is not a subject for congratulation. The feudal system and that law of "inheritable tenure," the details of which occupy more than half Mr. Finlason's treatise, were no doubt suited to an age where more than one-half of the population of Europe were serfs. But however necessary the revival of a somewhat similar code may be in Ireland, we have no desire to see it declared by Parliament that in England as well as in Ireland tenants are incapable of contract.

Mr. Finlason's chapter on tenure in Ireland itself gives a useful *resumé* of the previous efforts of the Legislature to deal satisfactorily with the land there. None have, in his opinion, been satisfactory because all have been based upon the fundamental mistake of supposing that an Irish tenant can meet his landlord upon equal terms. The present measure proceeds upon the reverse assumption, and we presume has met substantially with the author's approval. He must have felt, when it was introduced, a good deal of the satisfaction of a successful prophet. He advocates strongly compulsory legislation, retrospective compensation, equitable arbitration, and a statutory definition of tenure, and in Mr. Gladstone's bill he has found all these points more or less fully embodied. He has evidently read much upon the difficult subject he has written upon, and we are glad to be able to recommend the result of his investigations to our readers. We may add that the notes with which he has enriched the text are frequently exceedingly interesting.

COURTS.

WEST INDIAN INCUMBERED ESTATES COURT.

Westminster.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

Jan. 14, Feb. 25.—*Re Edwards; Ex parte Parker & Co.—The Comfort Hall Estate.*

Priority—Consignee and manager—Liberty to appeal.

The manager of a West Indian Estate who advances his own moneys for the cultivation of the estate cannot in the absence of special circumstances claim a lien on the estate in respect of such advances as against the consignees.

Liberty to appeal to the Privy Council will not be granted unless the amount at stake is sufficient to justify the expense.

In this case the Comfort Hall Estate in the Island of Antigua, containing 588 acres, had been sold under an order of the Commissioners for £800, which was insufficient to discharge the incumbrances on the estate, and divers questions arose in consequence on the settlement of the schedule of incumbrances, as to the priority of the several incumbrancers.

The estate had been for many years in the possession of Ann Wickham Edwards, who died in 1867. In 1853 Henry Bourne was appointed agricultural attorney or manager, and acted in that capacity until the year 1865, when he gave up the management voluntarily.

In January or February, 1863, Messrs. McDonald became consignees of the estate, and made the necessary advances in that capacity until December, 1866, at which time a considerable balance was due to them, which balance had become vested by assignment in Messrs. Parker & Co., the petitioners. The fund in Court was not sufficient to pay the whole of this balance.

Bourne, the late manager, alleged that at the time when he gave up the management the sum of £249 16s. 5d. was due to him in respect of advances made by him for the benefit of the estate, and he claimed to be placed on the schedule in respect of this sum in priority to the claim of the consignees. The consignees resisted this claim on the ground that Bourne was only a servant of the owner, and was not bound by contract or custom to expend his own moneys in the cultivation of the estate, and that if he did so he did so for the accommodation of the owner, and did not acquire any lien on the estate as against the consignees.

Archibald Smith, for Messrs. Parker & Co., the consignees.

Tremlett, for Bourne the manager, contended that a manager stood in as favourable position as a consignee, and ought to be paid, if not in priority to the consignee, at least *pari passu*. He cited *Fraser* v. *Burgess*, 13 Moore P. C. 314; *Scott* v. *Smith*, 3 Burge's Colonial Law 357; *Chambers* v. *Davidson*, L. R. 1 P. C. 296.

Mr. FLEMING, Q.C. (Chief Commissioner).—This matter comes before us on objections to the draft schedule of the purchase-money arising from the sale of the Comfort Hall estate. The estate sold for £800. The commission payable to the Treasury amounts to £16. The costs are high, owing to the long and heavy litigation in this court, and I am informed that they will exceed £280. The balance due to the receiver under this court is £271 7s. 4d., and the sum due to the consignees on their account since the objector gave up the management of the estate, is £76 10s. 1d., and if these amounts prove correct, the sum in respect of which the present contention arises can barely exceed £150. The objector acted as manager of the estate from the year 1853, and appears to have carried on the cultivation, without the assistance of a consignee, until the month of January or February, 1863. At that time he informed Mrs. Edwards, with whom he dealt as the owner of the property, that he required advances from a consignee to enable him to continue the cultivation, and, with her permission, he applied to a member of the firm of Messrs. McDonald, West Indian merchants, who was then resident in Antigua, to cause his firm to act as consignees for the estate. Messrs. McDonald consented, and they and their assignees acted as consignees until a receiver was appointed under the order of this Court. The objector, Mr. Bourne, voluntarily threw up the management of the estate in the year 1865. He now states that a sum of £249 16s. 5d. with interest from the 31st of August, 1864, is due to him, and he claims to be placed on the schedule in priority to the consignees, and if such priority be disallowed then to be placed rateably with them in regard to any balance due on their accounts between their appointment in the early part of 1863, and the time at which he gave up the management.

I have already decided that the consignees are entitled to priority in respect of the balance due to them from the time the objector resigned the management, and I adhere to that decision. It is in conformity with the invariable practice of this Court since it was instituted, and, in my judgment, with the only ground on which the rights of consignees can be supported—namely, that their advances maintained the property up to the time at which it was sold.

Although the sum in dispute is small, the second branch of the claim raises a question of importance in regard to West Indian interests. The rights of consignees and managers against the owners of West Indian plantations, including mortgagees and persons having charges under settlements, have frequently engaged the attention of this and other Courts, but not one of those questions touched the right of priority as between consignees and managers.

Lord Kingsdown said in *Fraser* v. *Burgess* that he could not see a distinction between the claims of a consignee and a manager who had expended money in the cultivation of an estate as against the persons interested in the estate. I not only fully submit to the decision in that case, but entirely concur in it. Lord Kingsdown, however, spoke only in reference to the rights of consignees and managers as against the owners and mortgagees, and no question was raised in that appeal as to the respective rights of consignees and managers, the fund being sufficient to pay both. My learned predecessor decided that the manager had no claim against the estate, andthat decision led to the appeal. Lord Kingsdown's statement of the law in that case consequently affords me no assistance on the present occasion. Upon general usage and upon principle I do not think that the manager's contention can be supported. It is understood in the dealings with West Indian merchants that the consignee is to supply all the funds and all the supplies required for the cultivation of the plantation, in respect of which he acts as consignee; and that in consideration of such advances and supplies the produce is to be consigned to him, and if insufficient to meet his outlay his lien on the estate is to arise. To allow an owner or a manager to make an outlay upon the plantation independently of, and without notice to, the consignee, and in respect of it to give him a prior charge to, or an equality of charge with, the consignee, would certainly prejudice the security on which the consignee relied and made his advances, and would, in my opinion, be a fraud upon him, unless the circumstances were such as to render such outlay a matter of pressing and absolute necessity. Considering

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that the cultivation of the greater part of the sugar plantations in the West Indies is carried on by means of the advances made and the supplies furnished by consignees, I should feel great hesitation in disallowing the right to priority to which it is generally understood that they are entitled, although of course if such supposed right could not in law exist, I should have no alternative and would at once disallow it; but in the present case I am of opinion that no such difficulty or necessity arises. After the Messrs. McDonald were appointed consignees, any advances made by Mr. Bourne without notice to them were made at his own risk, and upon principle I think that his claim for them must be postponed to that of the consignees. A consignee deals with the estate, and, provided the person in the possession or management of it be in actual and apparently undisputed possession, it is quite indifferent to the consignee or his rights what may be the character of that possession. A tenant with a limited interest, a mortgagee in possession, or a manager, can all lawfully employ a consignee and give him the same rights; those rights arising from the necessity of the case and not from contract. The claim of a consignee resembles in principle a claim for salvage or a claim for payment of the fines upon renewable leaseholds. His outlay maintains and keeps in existence the property to which his right attaches. A manager on the contrary is merely the agent of the proprietor and cannot have a better title than he has. His first claim is against the proprietor, and it is only when he fails to satisfy it, that the manager can in case of a sale or other distribution of the corpus or proceeds of the property make a title to be paid out of the property. Such was the case in *Fraser* v. *Burgess*. The title of the consignee to be placed first on the schedule in that case was established in this court, and was not controverted in the appeal; but my predecessor disallowed the claim of the manager to be in any manner placed upon the schedule, and the Privy Council, acting under the advice of Lord Kingsdown, placed him on the schedule, holding that as all the persons entitled as owners or incumbrancers had concurred in his management they were bound to repay him the sums properly expended in that management.

The judgment proceeded entirely upon the principle of acquiescence on the part of the owners and mortgagees, and as the sale of the property prevented the payment of the manager by the parties interested in it, the Privy Council held that he was entitled to be paid out of the proceeds, treating him solely as the agent of those parties. The cases of *Chambers* v. *Davidson* and *Scott* v. *Smith* were also mentioned to me, but no point was decided in either of those cases bearing upon the present one. I do not think it necessary to remark upon the argument founded upon acquiescence. A consignee has no concern in, and can neither acquiesce in nor oppose the management of a plantation by any particular person, and cannot abandon any right by dealing with the person in the actual management, unless he be aware of, or has sufficient ground to suppose, fraud. I am therefore clearly of opinion that, upon all the principles of law applying to the rights of consignees, the consignee is, in respect of the debt due to him, entitled to priority over the manager. It has further been urged to us that as Mr. Bourne was appointed manager, or agricultural attorney, by the local Court of Chancery in 1853 he is entitled to priority. If any question turned upon the point, I should have great difficulty in holding that he was an officer of the local Court of Chancery, when at his request the Messrs. McDonald were appointed consignees in January or February, 1863. He passed no accounts before the Court, and, so far as appears, acted independently of and without any communication with it from the time of his appointment, and for several years he dealt with Mrs. Edwards, the widow of the former owner, as the owner, acted under her orders, and took his instructions from her. But it is unnecessary to decide the point, as the objector voluntarily and entirely, for his own purposes, retired from the management of the plantation in 1865, without applying for or obtaining any order or discharge from, or making any application to the local Court of Chancery, and without taking any steps to preserve such rights as he had, or any security for the balance which might be found due to him. I have now gone through in detail the principal grounds which have been so fully and ably urged before us in support of the objector's contention, and feel obliged to disallow them, and to decide in favour of the priority of the consignee. My decision would, however, have been the same, had I entertained a different opinion upon any of the points urged, as I think Mr. Bourne's conduct when he induced Messrs. McDonald to become consignees, as disclosed in his own affidavit, and his relinquishment of the management under the circumstances detailed by himself, would have barred him from claiming any priority as against them. As the case has been argued before us to-to-day at our request, I think that the objector ought to have the costs of the day, including those of the preliminary enquiries, out of the estate, and as the point appears to be new I shall make no order against him as to the other costs, notwithstanding that my decision is against his claim.

Feb. 25.—Mr. Bourne presented a petition in pursuance of 17 & 18 Vict. c. 117, s. 65, asking for leave to appeal to the Privy Council against the above order.

Tremlett, for Bourne, the petitioner, submitted that although the fund in court was small, yet the principle of law involved in the decision was one of great importance.

It appeared that the fund in court which would remain after payment of costs and of charges having priority over both Bourne and the consignees, would not amount to £200.

Mr. Fleming, Q.C., Chief Commissioner.—This matter comes before us upon a petition presented in the name of Mr. Bourne, praying that he may be at liberty to appeal against our order, giving the consignees priority on the schedule to him in respect of a balance which he claims in respect of moneys expended by him whilst he acted as the manager of the estate which has been sold. The discretion given to us by the 65th section of the Act of 1854 is very ample, and, however anxious we may be to have the correctness of any decision given by us tested by an appeal to a higher court, we both feel that we should abandon a duty imposed upon us if we did not carefully consider whether in our discretion the matter ought to be carried further. In forming an opinion upon applications similar to the present, the amount of the sum the title to which is questioned must form a very material ingredient, although, of course many cases might arise in which we might feel it right to allow an appeal when the amount at stake was small, but the present is not one of those cases, and we feel bound to refuse the present application principally on account of the smallness of the sum. Although the point of law which has been so fully and ably argued before us may be new, it certainly is one which very rarely occurs, and during the whole of the time in which this Court has been so fully occupied with West Indian matters, it has never before been brought before us, and, considering the small amount of the sum, we cannot think that we should be justified in putting the gentleman in whose favour we have decided to the heavy costs of an appeal, or to delay the further administration of the estate in order to have an abstract question of law decided which has never before been involved in any of the cases tried by us, and which may never again arise. We also think it very questionable whether the Privy Council would deem it necessary to express an opinion upon the point, as, if they concurred in our view that Mr. Bourne's own conduct when he induced the Messrs. McDonald to become consignees, his silence as to any demand which he then had, or which he might expect to have, and his assurance that they were to have all the rights of consignees in regard to the plantation, as well as his conduct in voluntarily throwing up the management of the property without obtaining an order from or making any application to the local Court of Chancery, and without taking any steps to obtain from Mrs. Edwards, whom he treated and dealt with as owner, any personal security or any security upon the property, and the time which has elapsed since he left the estate without making any demand, were sufficient to bar his claim, it would be unnecessary to enter upon or decide the legal question. We refuse the present application, not only because the sum in question is so small, but also because we think that Mr. Bourne's own conduct, and especially his *laches*, cannot justify us in granting leave to appeal.

COUNTY COURTS.

LAMBETH.

(Before R. J. Cust, Esq., Deputy-Judge.)

April 7.—*The Great Northern Railway Company* v. *Gull.*

A traveller with a return ticket returned by a mistake over another company's line, the ticket being shown to the officers of the second company's line, and not objected to until the traveller arrives at the end of his journey.

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Held, that the second company had adopted the contract of the first and could not recover the fare from the traveller.

The defendant had taken a first class ticket from Moorgate-street station to Sheffield and back by the Midland Railway. He went to Sheffield and on his return got into a Great Northern train. The tickets were twice looked at by officers of the company on the way, and defendant showed his, but on his arrival at Holloway, where he had to change carriages for Moorgate-street he was stopped, and the fare from Sheffield was demanded and refused. For the plaintiffs it was urged that either the defendant must have known that he was on the wrong line or he had negligently gone there, and that whether he had wilfully or negligently used the plaintiffs' line, he was liable to pay the fare. The two stations at Sheffield being nearly half a mile apart the defendant could not easily have mistaken one for the other, and as the plaintiffs had no arrangement with the Midland Company to mutually carry each others passengers, the plaintiffs' only remedy was to sue persons using their line with a Midland ticket.

Mr. Cust said the plaintiffs might have been right in this action if they had not examined the tickets, but they were certainly wrong in allowing the defendant to travel on their line with a Midland ticket, and only to object when he had nearly arrived at his journey's end. The passing of the ticket by the plaintiffs' servants amounted to an adoption of the Midland contract. It appeared from the evidence that this kind of mistake had been made before, and on the passenger refusing to pay, the plaintiffs had got the fare from the Midland Company. That was by far the best way of settling such a dispute. The judgment must be for the defendant.

APPOINTMENTS.

Mr. Henry Thurstan Holland, barrister-at-law, has been appointed an Assistant Under-Secretary of State at the Colonial Office. Mr. Holland is the elder son and heir of Sir Henry Holland, Bart., the eminent physician, and was born in 1825. He was educated at Harrow and at Trinity College, Cambridge, where he graduated B.A. in 1845; in November, 1849, he was called to the bar at the Inner Temple, and practised for some years on the Northern Circuit. Mr. Holland was, in January, 1867, appointed to the then newly-created office of Legal Adviser to the Secretary of State for the Colonies.

Mr. Francis Davy Longe, barrister-at-law, has been appointed by the Poor Law Board to act as a Poor Law Inspector for six months, during the absence from ill-health of Dr. Markham, and will take charge of the Gloucester and Monmouth district, recently vacated by the resignation of the late Mr. Graves. Mr. Longe was educated at Oriel College, Oxford, where he graduated B.A. in 1854; he was called to the bar at the Inner Temple in April, 1858, and formerly practised on the Norfolk Circuit. He was for some years an assistant commissioner under the Children's Employment Commission, and in 1866 he sat as one of the commissioners for inquiring into the prevalence of bribery in the borough of Totnes. In 1867, on the passing of the Reform Bill, he was one of the commissioners for settling the boundaries of Parliamentary boroughs; and in November, 1868, on the formation of the present Government, he was appointed private secretary to Mr. Goschen, President of the Poor Law Board.

Mr. Walter Hyde, solicitor, of Stockport, has been appointed Town Clerk of that borough, in succession to Mr. Henry Coppock, deceased. Mr. Hyde served his articles under the late Mr. Coppock, and was certificated in Hilary Term, 1864; in the following year he entered into partnership with Mr. Coppock, which continued till that gentleman's death.

Mr. Edward Reddish, LL.B., solicitor, of Stockport, has been elected Clerk to the magistrates of that borough, in the room of the late Mr. Henry Coppock. Mr. Reddish took out his certificate in Easter Term, 1851, and is a member of the local firm of Reddish & Lake.

Mr. John Wybergh, jun., solicitor of Liverpool, has been re-appointed solicitor to the borough magistrates in appeal cases, at a salary of £200 per annum. Mr. Wybergh was certificated in Easter Term, 1840, and was formerly clerk to the Liverpool magistrates, which office he resigned about a year ago.

Mr. James Blacklock Lee, solicitor (of Carrick, Lee & Sons, of Brampton and Haltwhistle), has been appointed Registrar of the County Court at Haltwhistle, Northumberland, and also Clerk to the Highway Board. Mr. Lee is a son of Mr. John Lee, registrar of the Brampton County Court, and was certificated in Michaelmas Term, 1860.

Mr. George Smith, of Leek, Stafford, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Stafford.

Mr. William Fitchett Burrell, of Gosport, Hants, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Hants.

GENERAL CORRESPONDENCE.

Law of Master and Servant.—Your letter is unsuited to our columns.

Unqualified Practitioners.

Sir,—I was glad to see a letter in your last issue on a matter which is certainly of very great interest to every solicitor—namely, the amount of injury which we suffer from the invasion of those who have neither received our education nor sunk the capital involved therein, yet who come in and take away the business that is rightly ours only.

No profession suffers so much from piracy as does ours, and I regret to say that the sympathy which any other practitioners would have from the public seems denied from vulgar and illogical prejudice to lawyers.

The various law societies should combine to prevent in some measure the constant practice of work being done by house agents, clerks, and other persons, which is the province of solicitors. Penalties and common informers do not seem to do much good, and I believe the only solution is one I have seen somewhere in print—viz., that every deed, &c., should require the signature of a certificated attorney, and that any attorney signing for an unqualified person who has done the work should be suspended and fined.

April 13th. W. R.

Sir,—"An Articled Clerk" will obtain all the information he requires from the London University Calendar.

An Undergraduate.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 8.—*Medical Registration.*—A bill to ensure a uniform and settled system was read a first time.

The *High Court of Justice* and *Appellate Jurisdiction Bills* were committed *pro formâ*, and on the report a number of amendments were inserted.—The Lord Chancellor said he proposed to recommit them on the 29th inst.—Lord Denman gave notice that he should then move that the first bill be referred to a select committee.

The *Irish Attorneys and the King's Inns.*—Lord Chelmsford moved an address to the Crown for a commission to inquire into and report upon the total amount of the sums received by the Honourable Society of the King's Inns, Dublin, upon the admission of attorneys and solicitors as deposits for chambers, and in what manner the same or any part thereof has been applied and disposed of, and what portion of the amount remained unappropriated to the purposes for which it was received, and whether the Incorporated Society of Attorneys and Solicitors of Ireland are in possession of suitable buildings for the accommodation of that branch of the profession of which they are the governing body.—The Lord Chancellor said the inquiry proposed was the course most likely to bring about an amicable arrangement, and he hoped the inquiry would be entrusted to gentlemen of some weight, who would be able to bring the parties to a reasonable agreement, and thus benefit both branches of the profession.—Motion agreed to.

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HOUSE OF COMMONS.

April 8.—The *Irish Land Bill* (Committee). Clause 3 resumed.—Mr. Kavanagh admitted that the decision of the preceding night must be final, but, for the sake of offering a few remarks, moved an amendment to draw the line at £100 instead of £50 annual value.—The amendment was ultimately withdrawn.—On the motion of Mr. Samuelson an amendment was added, limiting the amount of compensation in all cases to £250.—Mr. C. Fortescue inserted a proviso giving the smaller tenants the option of claiming for loss by eviction on the higher scale, or for improvements on the lower scale.—Mr. Pell, commenting on the concluding words of Mr. Fortescue's proviso, observed that there was a want of precision in the phraseology of the bill. There should be some more definite phrase than "reclamation of land."—Mr. C. Fortescue said the words were retrospective as well as prospective; and saw no ambiguity.—Mr. Pell asked whether land once reclaimed, but which had been allowed to lapse, could be "reclaimed" so as to be the subject of another charge. If the definition meant merely improvement and not merely recovery from a state of nature, why not class it with other improvements? A proposal by Mr. Pell to omit the word "reclamation" was negatived, and a suggestion by Lord Elcho to insert a limit of twenty years was deferred to a later clause.—Mr. Headlam moved to insert the following:—"Provided always that nothing in this Act contained shall exonerate a tenant under lease from the duty of giving up peaceable possession of the demised land at the end of the term, nor shall a landlord resuming possession at the termination of a lease be deemed to be disturbing a tenant within the meaning of this Act." His proposed addition could not by any means be construed as an attack on the principle of the bill, he only desired that it should be distinctly understood that the landlord would not be acting as a disturber in doing that which had always heretofore been quite legal and regular. He had expected that his amendment would be treated as a truism. On the expiration of a term, the landlord could by law step in without giving notice to quit; but if the tenant remained in over the term a new tenancy was created for a term indefinite, continuing till one or the other party gave notice to quit. Consequently, the landlord who closed the tenancy by giving this notice would become a disturber. As the bill stood, its effect would be that the tenant would not be allowed to contract to give up his holding peaceably at the end of his term.—The Attorney-General said the amendment would simply render the bill nugatory. Nobody ever questioned the doctrine that if a man took land for a certain number of years under a lease he was bound to quit at the end of the term without notice. His right hon. friend had urged that a landlord who entered upon possession of his land at the termination of his lease could not be regarded as a disturber, but he went further and contended that a landlord entering after notice upon land held from year to year could not be regarded as a disturber. If that were so, the argument fell to the ground, because it was entirely based upon a distinction which did not exist. The question involved in the bill was one of policy. The Government had never denied that they were asking Parliament to deal with the relations between landlord and tenant in Ireland on different principles from those which prevailed in England, and if they were not justified in adopting that exceptional course, the whole bill must fall to the ground. The clause before the committee provided in substance that, with respect to tenants from year to year and having only short leases, the landlord who entered into possession should pay a certain amount in the shape of damages or compensation under certain circumstances. The effect of the adoption of the amendment, however, would be that any lease, however short, would disentitle the tenant to any claim to compensation.—Mr. Corrance would support the amendment.—Mr. Bruen hoped the committee would hold that deliberate contracts made by men able to take care of themselves should be enforced by law and not subjected to such exceptional legislation.—Sir Roundell Palmer said he had originally been unable to conceive why any lease whatever should be interfered with. As far as the principle went, he saw no reason to retract that opinion. Subsequently, Mr. Gladstone pointed out what had escaped his notice—namely, that the object of the bill was to protect the small tenants in Ireland with ordinary holdings from year to year, and that if in all future contracts the landlords were permitted to create tenancies, not from year to year, but for a single year, you would have the same kind of complication under the form of a perpetual legal notice to quit. He could not advocate any evasion of the spirit of the bill. He had had in view *bona fide* leases fairly entered into and clearly understood on both sides; and he had thought a seven years' lease would be a fair term. However, others who were equally desirous to legislate prudently thought a seven years' lease too short a term. For that reason he had put on the notice paper an amendment proposing to substitute fourteen for thirty-one years as the term. He did not feel at liberty to vote for a proposition which he thought was only meant to raise a question of principle. He was of opinion that the Committee had not arived at that stage of the bill when the question might fairly be raised, and therefore he could not support the proposition.—Sir G. Jenkinson protested against the infraction of the rights of property proposed by the bill.—Sir R. Anstruther would vote for the amendment on the ground that the interpretation clause of the bill was a violation of the principle of freedom of contract.—Lord C. Hamilton argued against any interference with the law of contract in Ireland.—Debate adjourned.

The *Law of Evidence Further Amendment Act* (1869) *Amendment Bill* was read a third time and passed.

Bridgwater, Beverley, and Norwich Disfranchisement.—The Attorney-General introduced two bills, one to disfranchise Beverley and Bridgwater and the other to disfranchise the scheduled voters in Norwich.

Conventual and Monastic Institutions.—Mr. Newdegate moved to nominate the select committee.—Mr. Cogan asked the House to withdraw its resolution.—Sir J. Simeon and Mr. Matthews supported him.—Lord Elcho supported the original decision.—Debate adjourned to the 28th.

The *Habitual Criminals Act.*—In reply to Mr. Hunt, Mr. Bruce stated that to the officers of police in the different towns of England and Wales weekly returns were issued of all the prisoners liberated from prison who were subject to police supervision; but no provision was made for the supervision of persons other than licence holders. A bill to amend the Habitual Criminals Act was about to be introduced into Parliament, and it was most probable that a clause giving effect to what appeared to be the intention of Parliament in this matter would be inserted.

The *New Law Courts.*—Mr. G. Gregory asked the first Commissioner of Works when he expected that the plan and design for the New Courts of Justice would be completed.—Mr. Ayrton was happy to say that considerable progress had been made with the plans; but, in consequence of the great number of persons who had to be consulted respecting them, he was quite unable to fix any day when they would be completed.

Trades Unions.—In reply to Mr. Winn, Mr. Bruce said he hoped to introduce a bill next session.

The Budget — The Stamp Duties.—The Chancellor of the Exchequer introduced the Budget. Speaking of the stamp duties he said "The stamp laws commenced early in the reign of William III., and spread over an enormous number of stamps, so that even those who were most expert in such things had great difficulty in finding out the various instruments to which the law applied. The Board of Inland Revenue, however, are now engaged in preparing a measure for reducing the whole law with respect to stamps into a single Act. This is to be mainly a consolidation Act. It does not profess to deal in any philosophic or scientific manner with this most complicated and most difficult subject, but if the House will be satisfied to accept it as a consolidation, carefully executed, of the existing law, and will abstain—that most difficult abstention—from entering into the merits of all the stamps which are in operation, it may be possible to pass the measure in the course of the next few months. It will make certain changes in the stamp laws, which will be carefully explained to the House when the bill is under its consideration; and if the House will only exercise a little forbearance, and allow it to pass in this way, I do not despair, as I have just intimated, of its becoming law before the close of the present session. In order to induce the House to exercise that forbearance several changes will be proposed in the stamp laws, one or two of which I may mention; I cannot state them all on the present occasion. There is, in the first place, what is called the progressive duty. That is, speaking roughly, a duty of 10s. on every 1,080 words, except the first, and I can scarcely imagine any operation in which the human intellect can be more unprofitably

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employed than in counting those 1,080 words. The importance of a deed does not at all depend on its length, and deeds such as leases, for instance, are frequently too long, so that the present system very often works very oppressively. This progressive duty it is proposed to abolish, involving a loss to the revenue of £50,000. Then it is proposed to reduce the duty of 35s. on every deed where there is not an *ad valorem* stamp as well as the 30s. duty on attorneys' letters to 10s. each. In the case of copyhold there is a great hardship. Instead of getting into a copyhold by a single conveyance you are obliged to have two conveyances — one of surrender and one of admittance. It has been hitherto the practice to tax both; but we propose for the future to place the tax on the surrender, which will involve a loss of about £20,000. There will be a total loss of £200,000 on stamps; but that is only to be got through the forbearance of the House. If the House should go into every detail, it will be impossible to pass the bill to which I have referred, and if the bill be not passed we cannot very well get rid of the tax."

Corrupt Practices at Elections.—Mr. Gladstone moved for a select committee to inquire into the state of the law affecting such persons as have been reported guilty of corrupt practices by any Commission issued in accordance with the Acts 15 & 16 Vict. c. 57, and 31 & 32 Vict. c. 125, and who are now members of this House, and to recommend what proceedings, if any, should be taken by this House with respect to such members, and what alteration, if any, should be made in the law.—Mr. J. Lowther moved as an amendment that the committee be instructed to inquire into the operation of the Corrupt Practices Acts. He maintained that the law was perfectly well understood. He censured the manner in which the Election Commissioners had conducted their inquiries, and instanced the case of Bridgwater.—The Attorney-General said the Lord Chancellor, as well as the Solicitor-General and himself, could not find the law so clear as it was stated to be. Mr. Gladstone's inquiry was indispensable. With respect to the first part of the amendment—namely, a select committee to inquire into the operation of the Act 15 & 16 Vict. c. 57, there would be no opposition on the part of the Government; but they could not consent to an inquisition on the Commissions. They were unpopular because they did their duty. With respect to the observations which Mr. Lowther had made on Bridgwater and the observations which had fallen from the Chief Justice respecting the examination of Mr. Lovibond, it was not immaterial to observe that this Mr. Lovibond was at the head, he might say, of the bribery of his party. Mr. Lovibond was one of those who endeavoured to induce the candidate to spend money and to break the virtuous resolution they had come to of conducting the election purely. Of course, he must admit that some of the observations which fell from the Chief Justice were of a very severe character; but Mr. Justice Blackburn, though no doubt not differing from the rest of the Court, expressed the opinion that Mr. Lovibond did not answer many of the questions put to him in a satisfactory manner. The Solicitor-General and himself had since had more experience of Mr. Lovibond. They had both been at Taunton, and Mr. Lovibond, in the presence of the judge, had prevaricated just as he had done before the commissioners, so much so that the learned judge had allowed his hon. and learned friend to cross-examine Mr. Lovibond, though he had been called by his hon. and learned friend. Now, that was the sole case against these commissioners. No part of the conduct of the commissioners at all warranted such a resolution as that proposed by Mr. Lowther.—Ultimately Mr. J. Lowther withdrew his amendment on the understanding that it was not to be opposed, and that he was to be at liberty to move the first part of it as a substantive resolution.

April 12.—The House adjourned to the 25th.

The Digest of Law Commission hope they may be able by Christmas to present the proposed Digest of the law on the three selected subjects—viz., mortgages, easements, and bills of exchange.

Lord Tenterden, whose father (best known as Sir Charles Abbott) was Lord Chief Justice of the King's Bench from 1818 till his death in 1832, died on the 10th April, aged 74. His lordship was the last surviving son of the late Chief Justice, and is succeeded by his nephew, a clerk in the Foreign Office.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES SUPREME COURT.

Willard, Appellant, v. Tayloe.

Specific performance—Act of February 25th, 1862—Legal tender—Contract made before the Act.

A lease, made before the passing of the Legal Tender Act, reserved to the plaintiff, the lessee, an option of purchase at a specified price. The plaintiff having exercised his option after the passing of the Legal Tender Act,

Held, that he was entitled to specific performance on condition of paying the purchase-money in gold.

In April, 1854, the defendant leased to the plaintiff the property in question, for ten years from the 1st of May following, at the yearly rent of 1,200 dols. The lease contained a covenant that the lessee should have the right or option of purchasing the premises, with the buildings and improvements thereon, at any time before the expiration of the lease, for the sum of 22,500 dols., payable as follows:—2,000 dols. in cash, and 2,000 dols., together with the interest on all the deferred instalments, each year thereafter until the whole was paid; the deferred payments to be secured by a deed of trust on the property, and the vendor to execute to the purchaser a warranty deed of the premises, subject to a yearly ground rent of 390 dols.

On the 15th of April, 1864, two weeks before the expiration of the period allowed the complainant for his election to purchase, he addressed a letter to the defendant, enclosing a cheque, payable to his order, on the Bank of America, in New York, for 2,000 dols., as the amount due on the 1st of May following on the purchase of the property, with a blank receipt for the money, and requesting the defendant to sign and return the receipt, and stating that if it were agreeable to the defendant he would have the deed of the property, and the trust deed to be executed by himself, prepared between that date and the 1st of May. To this letter the defendant, on the same day, replied that he had no time then to look into the business, and returned the cheque, expressing a wish to see the complainant for explanations before closing the matter. On the following morning the complainant called on the defendant and informed him that he had 2,000 dols. to make the first payment for the property, and offered the money to him. The money thus offered consisted of notes of the United States, made by Act of Congress a legal tender for debts. These the defendant refused to accept, stating that he understood the purchase money was to be paid in gold, and that gold he would accept, but not the notes, and give the receipt desired. These notes were at the time greatly depreciated in the market. On repeated occasions subsequently the complainant sent the same amount—2,000 dols.—in these United States notes to the defendant in payment of the cash instalment on the purchase, and as often were they refused by him. On one of these occasions a draft of the deed of conveyance to be executed by the defendant, and a draft of the trust deed to be executed by the complainant, were sent for examination, with the money. These deeds were returned by the defendant. At length, on the 29th of April the complainant, finding that the defendant had left the city, and perceiving that the purchase was not going to be completed within the period prescribed by the covenant in the lease, and apprehensive that unless legal proceedings were taken by him to enforce its execution, his rights thereunder might be lost, instituted the present suit. The bill prayed the court to decree specific performance of the agreement by the defendant, and the execution of a conveyance to the complainant; the latter offering to perform the agreement on his part according to its true intent and meaning.

FIELD, J., delivered the judgment of the Court:—The covenant in the lease giving the right or option to purchase the premises was in the nature of a continuing offer to sell. It was a proposition extending through the period of ten years, and being under seal must be regarded as made upon a sufficient consideration, and, therefore, one from which the defendant was not at liberty to recede. When accepted by the complainant by his notice to the defendant, a contract of sale between the parties was completed. This contract is plain and certain in its terms, and in its nature and in the circumstances attending its

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execution appears to be free from objection. The price stipulated for the property was a fair one. At the time its market value was under 150,000 dolls., and a greater increase than one half in value during the period of ten years could not then have been reasonably anticipated.

When a contract is of this character it is the usual practice of courts of equity to enforce its specific execution upon the application of the party who has complied with its stipulations on his part, or has reasonably and in good faith offered, and continues ready to comply with them. But it is not the invariable practice. This form of relief is not a matter of absolute right to either party; it is a matter vesting in the discretion of the court, to be exercised, upon a consideration of all the circumstances of each particular case. In *Joynes* v. *Statham*, 3 Atk., 388, Lord Hardwicke said: "The constant doctrine of this court is, that it is in their discretion, whether in such a bill they will decree a specific performance or leave the plaintiff to his remedy at law." And in *Underwood* v. *Hitchcox*, 1 Ves. Sen. 279, the same great judge said, in refusing to enforce a contract, "the rule of equity in carrying agreements into specific performance is well known, and the court is not obliged to decree every agreement entered into, though for valuable consideration, in strictness of law; it depending on the circumstances."

Later jurists, both in England and in the United States, have reiterated the same doctrine. Chancellor Kent, in *Seymour* v. *Delancy*, 6 Johns, Ch. 222, upon an extended review of the authorities on the subject, declares that it is a settled principle that a specific performance of a contract of sale is not a matter of course, but rests entirely in the discretion of the court upon a view of all the circumstances; and Chancellor Bates, of Delaware, in *Godwin* v. *Collins*, recently decided, upon a very full consideration of the adjudged cases, says that a patient examination of the whole course of decisions on this subject has left with him "no doubt that, as a matter of judicial history, such a discretion has always been exercised in administering this branch of equity jurisprudence." It is true the cases cited, in which the discretion of the court is asserted, arose upon contracts in which there existed some inequality or unfairness in the terms, by reason of which injustice would have followed a specific performance. But the same discretion is exercised where the contract is fair in its terms, if its enforcement, from subsequent events, or even from collateral circumstances, would work hardship or injustice to either of the parties. In the case of the *City of London* v. *Nash*, 1 Ves. Sen. 12, the defendant, a lessee, had covenanted to rebuild some houses, but, instead of doing this, he rebuilt only two of them and repaired the others. On a bill by the city for a specific performance, Lord Hardwicke held that the covenant was one which the court could specifically enforce; but said, "the most material objection for the defendant, and which has weight with me, is that the court is not obliged to decree a specific performance, and will not when it would be a hardship, as it would be here upon the defendant to oblige him, after having very largely repaired the houses, to pull them down and rebuild them." In *Faine* v. *Brown* (cited in *Ramsden* v. *Hylton*, 2 Ves. Sen. 307), similar hardship, flowing from the specific execution of a contract, was made the ground for refusing the decree prayed. In that case the defendant was the owner of a small estate, devised to him on condition that if he sold it within twenty-five years one half of the purchase money should go to his brother. Having contracted to sell the property, and refusing to carry out the contract under the pretence that he was intoxicated at the time, a bill was filed to enforce its specific execution; but Lord Hardwicke is reported to have said that, without regard to the other circumstance, the hardship alone of losing half the purchase money, if the contract was carried into execution, was sufficient to determine the discretion of the court not to interfere, but to leave the parties to the law.

The discretion which may be exercised in this class of cases is not an arbitrary or capricious one, depending upon the mere pleasure of the court, but one which is controlled by the established doctrines and settled principles of equity. No positive rule can be laid down by which the action of the court can be determined in all cases. In general it may be said that the specific relief will be granted when it is apparent, from a view of all the circumstances of the particular case, that it will subserve the ends of justice; and that it will be withheld when, from a like view, it appears that it will produce hardship or injustice to either of the parties. It is not sufficient, as shown by the cases cited, to call forth the equitable interposition of the court, that the legal obligation under the contract to do the specific thing desired may be perfect. It must also appear that the specific enforcement will work no hardship or injustice, for if that result would follow the court will leave the parties to their remedies at law, unless the granting of the specific relief can be accompanied with conditions which will obviate that result. If that result can be thus obviated, a specific performance will generally in such cases be decreed conditionally. It is the advantage of a court of equity, as observed by Lord Redesdale in *Davis* v. *Hone*, 2 Sch. & Lef. 348, that it can modify the demands of parties according to justice; and where, as in that case, it would be inequitable, from a change of circumstances, to enforce a contract specifically, it may refuse its decree unless the party will consent to a conscientious modification of the contract; or, what would generally amount to the same thing, take a decree upon condition of doing or relinquishing certain things to the other party.

In the present case objection is taken to the action of the complainant, in offering in payment of the first instalment stipulated notes of the United States. It was insisted by the defendant at the time, and it is contended by his counsel now, that the covenant in the lease required payment for the property to be made in gold. The covenant does not in terms specify gold as the currency in which payment is to be made, but gold, it is said, must have been in the contemplation of the parties, as no other currency, except for small amounts, which could be discharged in silver, was at the time recognised by law as a legal tender for private debts. Although the contract in this case was not completed until the proposition of the defendant was accepted in April, 1864, after the passage of the Act of Congress making notes of the United States a legal tender for private debts, yet, as the proposition containing the terms of the contract was previously made, the contract itself must be construed as if it had been then concluded to take effect subsequently.

It is not our intention to express any opinion upon the constitutionality of the provision of the Act of Congress which makes the notes of the United States a legal tender for private debts, nor whether, if constitutional, the provision is to be limited in its application to contracts made subsequent to the passage of the Act. These questions are the subject of special consideration in other cases, and their solution is not required for the determination of the case before us. In the view we take of the case it is immaterial whether the constitutionality of the provision be affirmed or denied. The relief which the complainant seeks, rests, as already stated, in the sound discretion of the court; and, if granted, it may be accompanied with such conditions as will prevent hardship and insure justice to the defendant. The suit itself is an appeal to the equitable jurisdiction of the court, and in asking what is equitable to himself, the complainant necessarily submits himself to the judgment of the court, to do what it shall adjudge to be equitable to the defendant.

The kind of currency which the complainant offered is only important in considering the good faith of his conduct. A party does not forfeit his rights to the interposition of a court of equity to enforce a specific performance of a contract if he seasonably and in good faith offers to comply, and continues ready to comply, with its stipulations on his part, although he may err in estimating the extent of his obligations. It is only in courts of law that literal and exact performance is required. The Act of Congress had declared the notes of the United States to be a legal tender for all debts, without in terms making any distinction between debts contracted before, and those contracted after, its passage. Gold had almost entirely disappeared from circulation. The community at large used the notes of the United States in the discharge of all debts. They constituted in fact almost the entire currency of the country in 1864. They were received and paid out by the Government, and the validity of the Act declaring them a legal tender had been sustained by nearly every state Court before which the question had been raised. The defendant, it is true, insisted upon his right to payment in gold, but before the expiration of the period prescribed for the completion of the purchase, he left the city of Washington, and thus cut off the possibility of any other tender than the one made within the period. In the presence of this difficulty respecting the mode of payment, which

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could not be obviated by reason of the absence of the defendant, the complainant filed his bill, in which he states the question which had arisen between them, and invokes the aid of the Court in the matter, offering specifically to perform the contract on his part according to its true intent and meaning. He thus placed himself promptly and fairly before the court, expressing a willingness to do whatever it should adjudge he ought in equity and conscience to do in the execution of the contract. Nothing further could have been reasonably required of him under the circumstances, even if we should assume that the Act of Congress making the notes of the United States a legal tender does not apply to debts created before its passage, or, if applicable to such debts, is to that extent unconstitutional and void.

In the case of *Chesterman* v. *Mann* (9 Hare, 212) it was held by the Court of Chancery of England that where an underlessee had a covenant for the renewal of his lease upon paying to his lessor a fair proportion of the fines and expenses to which the lessor might be subjected in obtaining a renewal of his own term from the superior landlord, and of any increased rent upon such renewal, and there was a difference between the parties as to the amount to be paid by the underlessee, he might apply for a specific performance of the covenant, and submit the amount to be paid to the court. So here in this case, the complainant applies for a specific performance and submits the amount to be paid by him to the judgment of the court.

Upon a full consideration of the position of the defendant we perceive nothing which should preclude the complainant from claiming a specific performance of the contract. The only question remaining is, upon what terms shall the decree be made? and upon this we have no doubt.

The parties at the time the proposition to sell, embodied in the covenant of the lease, was made, had reference to the currency then recognised by law as a legal tender, which consisted only of gold and silver coin. It was for a specific number of dollars of that character that the offer to sell was made, and it strikes one at once as inequitable to compel a transfer of the property for notes, worth when tendered in the market only a little more than one half of the stipulated price. Such a substitution of notes for coin could not have been in the possible expectation of the parties. Nor is it reasonable to suppose, if it had been, that the covenant would ever have been inserted in the lease without some provision against the substitution. The complainant must, therefore, take his decree upon payment of the stipulated price in gold and silver coin. Whilst he seeks equity he must do equity.

There will, therefore, be a decree for the execution of a conveyance of the premises with warranty by the defendant to the complainant, subject to the yearly ground rent specified in the lease, upon the payment by the latter of the instalments past due, with legal interest thereon, in gold and silver coin of the United States, and executing a trust deed of the premises to the defendant as security for the payment of the remaining instalments as they respectively become due, with legal interest thereon, in like coin. The amounts to be paid and secured to be stated, and the form of the deeds to be settled by a master; the costs to be paid by the complainant.

CHASE, C.J.—I concur in the conclusion just announced—that the complainant is entitled to specific performance on payment of the price of the land in gold and silver coin—but am unable to yield my assent to the argument by which, in this case, it is supported.

NELSON, J.—I concur in the above.

Mr. John Henry Kennaway, barrister-at-law, of the Western Circuit, has been returned to Parliament (unopposed) as member for the eastern division of the county of Devon, in the room of Lord Courtenay. Mr. Kennaway is the eldest son and heir of Sir John Kennaway, Bart., of Escot, Devonshire, and was born in 1837. He was educated at Harrow, and afterwards proceeded to Balliol College, Oxford, where he graduated in 1860, having obtained a second-class in the first classical examination, and a first-class in the final examination in the schools of Law and Modern History. Mr. Kennaway was called to the bar at the Inner Temple in January, 1864, and became a member of the Western Circuit. He is the author of a work entitled "On Sherman's Track," giving an account of the principal scenes made famous during the late civil war in America.

OBITUARY.

MR. H. JESSEL.

The death of Mr. Henry Jessel, barrister-at-law, of the Midland Circuit, took place at his London residence, Craven-hill-gardens, on the 4th of April, at the age of forty-eight years. The late Mr. Jessel was educated at University College, London, and matriculated at the London University in 1839, where he achieved the second place in the mathematical examination; he graduated B.A. in 1843. He was called to the bar at the Middle Temple in April, 1850, and had for some years practised on the Midland Circuit.

MR. W. THEOBALD.

Mr. William Theobald, barrister-at-law, expired on the 7th April, at Sutton Lodge, West Molesey, in the seventy-second year of his age. The deceased gentleman was called to the bar at the Inner Temple in May, 1833, and formerly practised as an advocate of the Supreme Court of Calcutta; for some years he held the appointment of Clerk of the Crown in the High Court of Bengal, which he resigned a few months ago.

MR. R. WALLER.

Mr. Robert Waller, solicitor, of Chesterfield, died at that place on the 4th of April, in the forty-eighth year of his age. He was certificated in Hilary Term, 1853, and was Registrar of the Chesterfield County Court, besides holding several offices connected with the local boards and turnpike trusts of the district. During the last general election he acted as local agent for the Conservative cause. He held the commission of captain in the Chesterfield rifle volunteer corps.

MR. C. R. WACE.

Mr. Charles Richard Wace, solicitor, of Ellesmere, Salop, died at Shrewsbury on the 28th March. Mr. Wace took out his certificate in Hilary Term, 1828, and was a Commissioner for administering oaths and also for taking affidavits.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 20th of April, 1870, at 8 p.m., precisely, when Mr. R. Robinson will read a paper on "The punishment of Self Murderers." The council will meet at half-past seven.

The council will be asked to consider an invitation, received from the Statistical Society, to send delegates to a meeting to discuss the possibility of different societies combining together to provide house accommodation.

LAW STUDENTS' JOURNAL.

LAW STUDENTS DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 12th of April, Mr. L. Hunter in the chair, the question for discussion was No. 452, legal:—The surface of certain land and the subjacent strata belong to different owners. The surface is in its natural state, without buildings, but the owner of it intends to build a house thereon. In the absence of any special stipulation on the subject, is he entitled to sufficient support from the subjacent strata to enable him to do so? (*Richards* v. *Jenkins*, 17 W. R. 30.) Mr. Stock, for Mr. Warmington, opened the debate in the affirmative, and after a well-sustained discussion the question was decided in the affirmative by a majority of one. The number of members present was twenty-four.

The following is the secretary's quarterly report, to which we referred last week.

To the Members of the Law Students' Debating Society.

Gentlemen,—In compliance with the 15th rule of the society, I beg to lay before you a statement of the proceedings of the society during the past quarter, which commenced on the 11th of January, and terminated on the 29th of March last.

There have, during that time, been held twelve meetings, at which six legal and four jurisprudential questions have been discussed.

The average number of members present at the meetings

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has been twenty-six; the highest number present at any meeting has been thirty-four, and the lowest fourteen. The average length of the debates on legal and jurisprudential questions has been one hour and fifty minutes; the average number of the speakers ten, and of voters seventeen, of which latter on an average about twelve voted in person, and about four in the register.

Nine new members have been elected, and eighteen gentlemen have ceased to be members of the society. The number of ordinary members on the rolls of the society is 164.

At the meeting held on the 1st of February the clause in the 6th rule of the society imposing a fine of 6d. on every ordinary member absent without notice was repealed. No other alteration in the rules has been made.

During the past quarter the society have lost the valuable services of their late treasurer, Mr. Herbert, and of Mr. G. W. Byrne, one of the auditors. Mr. A. G. Harvie was elected in Mr. Byrne's place, and Mr. Leslie Hunter in the place of Mr. Herbert, and the society did me the honour of electing me as their secretary.

Mr. Walmisley, a member of this society, obtained one of the prizes of the Incorporated Law Society at his final examination last Hilary Term.

The society in every respect seems to be in a very satisfactory condition.

WILLIAM APPLETON, Honorary Secretary.
3, Princes-street, Westminster, S.W.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. BOMPAS, Lecturer and Reader on Common Law and Mercantile Law—Friday, April 22, lecture—6 to 7 p.m.

COURT PAPERS.

COURT OF PROBATE,
AND
COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Easter Term, 1870.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.
Wednesday.....April 27.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.
Causes without juries.

Thursday	April 21	Friday	April 29
Friday	,, 22	Saturday	,, 30
Saturday	,, 23	Wednesday	May 4
Thursday	,, 28	Thursday	,, 5

The causes in the Court of Probate will be taken first.

Trials by Jury,

If the probate causes without juries should be disposed of.

Friday	May 6	Friday	May 13
Saturday	,, 7	Saturday	,, 14
Wednesday	,, 11	Wednesday	,, 18
Thursday	,, 12	Thursday	,, 19

The trials by jury in the Court of Probate will be taken first.

No trials by special jury will be taken during these sittings.

The judge will sit in chambers at eleven o'clock to hear summonses, and in court at twelve o'clock to hear motions, on Tuesdays, April 26, May 3, 10, and 17.

All papers for motions in the Court of Probate must be left with the clerk of the papers in the registry of that court, at Doctors'-commons, and for motions in the Court for Divorce and Matrimonial Causes with the chief clerk, in the registry of that court, at Doctors'-commons, before two o'clock on the preceding Thursday.

COMPENSATION FOR RAILWAY ACCIDENTS.

The following petition has been presented to the House of Commons by the directors of the Brighton and other railway companies:—

"That the present state of the law respecting compensation to persons injured by accidents upon railways, and to the relatives of persons who have been killed by similar accidents, is productive of great hardship and injustice to your petitioners and all shareholders in railway companies. That your petitioners are compelled by law to carry all persons who offer themselves, at rates which are strictly limited by Acts of Parliament according to the distance and class of carriage of the journey, while, on the other hand, there is no limitation whatever of the amount of compensation that may be claimed by the passengers so carried or their relatives from your petitioners in case of accident. That the conveyance of passengers at high rates of speed upon railways is necessarily accompanied by risk from the failure of materials or of servants, against which it is impossible for a railway company at all times to guard, and that passengers travel by railway with the full knowledge that their journies are subject to this unavoidable risk.

"That it is contrary to all commercial principles that companies should be compelled to enter into contracts attended with the risk of heavy damages, without being allowed to make such charges as may reasonably cover the risk. That in the conveyance of goods, the responsibility of carriers is limited for certain valuable articles and animals, unless the sender declares the increased value of the articles and pays an increased rate of carriage, and it may be limited in all cases by a resonable special contract. That the reasonableness of a limitation of responsibility has been acknowledged by Parliament in the case of workmen's trains, where the compensation payable to any passenger injured is limited by law to £100 on the Metropolitan Railway, the London, Chatham, and Dover Railway, and the Great Eastern Railway. That an additional hardship is imposed upon your petitioners and the shareholders of all other railway companies, and also upon the public generally, by the mode of legal proceedings for recovery of compensation.

"That such proceedings are in the great majority of cases brought in the ordinary courts before juries composed of different persons in almost every trial, unused to distinguish on evidence between true and fraudulent claims, and a regular system of advancing fraudulent claims has grown up in reliance upon the difficulty of exposure before this tribunal. That the expense of such proceedings is very heavy both for the companies and for the claimants; and the companies in case of success are unable to recover their costs from the defeated party, while successful claimants also are compelled to submit to large deductions for costs out of their compensation. That it would conduce to the interests both of *bona fide* claimants and of the companies that all such cases should be decided by a tribunal of arbitrators appointed by the Board of Trade. That such a tribunal already exists in cases where both parties consent under sections 25 and 26 of the Regulation of Railways Act, 1868, and is compulsory upon both parties in the case of workmen's trains on the Metropolitan, London, Chatham, and Dover, and Great Eastern Railways.

"Your petitioners therefore humbly pray that your honourable house will limit the amount of compensation payable upon ordinary passenger tickets, and will give the right to the passenger of insuring for a larger amount; and that all claims for compensations for accidents may be compulsorily referred to arbitrators appointed by the Board of Trade; and that your petitioners may have such other relief as to your honourable house may seem expedient.

"And your petitioners will ever pray, &c."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 14, 1870.
[*From the Official List of the actual business transacted.*]

¶ per Cent. Consols, 94	Annuities, April, '85
Ditto for Account, May 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233½ x d
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	75½
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	119½
Stock	Do., A Stock	100	126½
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	70
Stock	Do., West Midland—Oxford	100	--
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	129½
Stock	London, Brighton, and South Coast	100	46¼
Stock	London, Chatham, and Dover	100	16¼
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	52
Stock	Metropolitan	100	78½
Stock	Midland	100	126¾
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	34½
Stock	North London	100	118
Stock	North Staffordshire	100	64
Stock	South Devon	100	45
Stock	South-Eastern	100	78
Stock	Taff Vale	100	

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Money Market and City Intelligence.

The funds commenced with dullness but soon improved. Railways underwent an improvement immediately before the introduction of the Budget, on the speculation of its comprising a remission of the passenger duty. On the whole, the Budget has been received with evident satisfaction, and the effect has been to render the funds strong at an advance in price. The improvement has communicated itself to other markets; railways are in brisk demand and foreign securities show great firmness.

The Committee of Policyholders, Annuitants, and Shareholders of the Albert Life Assurance Company, have convened a general meeting of the policyholders to be held at the City Terminus Hotel, on Thursday, the 28th instant, for the purpose of considering the plan of re-construction.

Call to the Bar.—Miss L. Burkalow was admitted to the Bar of Missouri on the 25th of March (Lady-day). She was a student of the St. Louis law school.

Messrs. A. Sperling (barrister-at-law) and E. Hicks have been elected Deputy Chairmen of the Cambridgeshire Quarter Sessions. Mr. Sperling was called to the bar at Lincoln's-inn in November, 1851.

Among the candidates for the vacant registrarship of the University of Oxford we observe the names of Mr. John C. Wilson, M.A., of Exeter College, barrister-at-law, of Lincoln's-inn, and Mr. George Loveday, M.A., of Brasenose, attorney-at-law, and proctor, of Doctors'-commons, London.

Mr. Weir Anderson, solicitor, of Liverpool, who for many years held the position of law agent to the Conservative party in Lancashire, has been appointed Commissioner to the Trust and Loan Company of Upper Canada, and was recently entertained at a banquet previous to his departure for that country. The following resolution has also been passed by the Incorporated Law Society of Liverpool on the occasion:—"The Incorporated Law Society of Liverpool tender their congratulations to Mr. Weir Anderson, a member of the society, on the appointment he has received in Canada, and desire to convey to him their sense of the honourable and gentlemanlike manner in which he has always conducted himself as a member of the profession in Liverpool."

ESTATE EXCHANGE REPORT.

AT THE MART.

April 8.—By Messrs. Norton, Trist, Watney, & Co.

Freehold ground-rent of £72 per annum, secured on a residence with stabling and grounds situate upon Eliot-bank, Sydenham-hill. Sold £2,070.

Freehold ground-rent of £72 per annum, secured on two residences situate as above. Sold £2,120.

Freehold ground-rent of £20 per annum, secured on two houses situate at Sydenham-hill. Sold £600.

Freehold ground-rent of £30 per annum, secured on four houses situate as above. Sold £910.

Freehold ground-rent of £30 per annum, secured on two houses situate as above. Sold £850.

Freehold two shops and houses, Nos. 3 and 4, Botolph-alley, Tower-street, City, let on lease for £80 per annum. Sold £1,360.

By Messrs. Rushworth, Abbott, & Co.

Leasehold two houses, Nos. 9 and 10, Vine-terrace, Waterloo-road, producing £54 per annum, term 34 years unexpired at £9 per annum. Sold £450.

Leasehold six houses, Nos. 14 to 19, Francis-street, Waterloo-road, producing £173 per annum, term 34 years unexpired, at £27 per annum. Sold £1,330.

Leasehold house, No. 41, Agnes-street, Waterloo-road, let at £26 per annum, term 34 years unexpired, at £4 10s. per annum. Sold £210.

Leasehold two houses, Nos. 20 and 21, Belvedere-road, Lambeth, producing £64 per annum, term 22 years unexpired, at £15 per annum. Sold £375.

April 11.—By Mr. H. O. Martin.

Freehold building land, situate at Ash, Surrey. Sold £82 11s.

Freehold building land, situate in Milton-road, Hampton. Sold £48.

Freehold two plots of building land, situate same as above. Sold £55.

Freehold plot of building land, situate same as above. Sold £46 10s.

By Mr. Whittingham.

Leasehold cottage, No. 1, Amberley-road, Lea-bridge-road, let at £22 per annum, term 99 years from 1866, at £4 per annum. Sold £150.

Freehold two cottages and plot of land, situate in Wharf-road, Stratford-bridge. Sold £330.

April 13.—By Messrs. Edwin Fox & Bousfield.

Leasehold house, No. 175, Lancaster-road, Notting-hill, let at £33 per annum, term 91 years unexpired, at £7 per annum. Sold £300.

Leasehold No. 177, Lancaster-road, let at £35 per annum, term and ground-rent same as above. Sold £290.

Leasehold three residences, Nos. 95, 97, and 99, Ladbroke-road, Bayswater, annual value £120 each, term 69½ years from 1868, at £18 10s. per annum each. Sold £1,400 each.

By W. Hodsoll.

Leasehold residence, known as The Firs, Orpington, Kent, term 25 years unexpired, at £1 5s. per annum. Sold £750.

AT THE GUILDHALL COFFEE HOUSE.

April 8.—By Messrs. Chadwick & Sons.

Freehold house, No. 1, Princes-place, South-street, Wandsworth; also a piece of ground in the rear, producing £30 10s. per annum. Sold £400.

Leasehold house, shop, and dwelling, Nos. 1 and 1a, Caroline-street, Eaton-square, producing £66 per annum, term 81½ years from 1839, at £8 per annum. Sold £670.

Leasehold house, No. 12, Caroline-street, let at £48 per annum, term 86 years from 1835, at £5 per annum. Sold £620.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUNTING—On April 7, at 14, Oakley-square, N.W., the wife of Percy William Bunting, of Lincoln's-inn, barrister-at-law, of a daughter.

DUNCAN—On April 10, at 1, Albyn-terrace, Aberdeen, the wife of Charles Duncan, advocate, of a daughter.

HILL—On April 7, at Salisbury, the wife of Stephen Hill, jun., solicitor, of a daughter.

LEWIS—On April 7, at 20, Tavistock-square, the wife of Frederic H. Lewis, Esq., barrister-at-law, of a son.

MASSEY—On April 12, the wife of Mr. Thomas Massey, solicitor, Oxford, of a daughter.

MAYO—On April 10, at Corsham, Wilts, the wife of Charles T. Mayo, Esq., solicitor, of a daughter.

SHARMAN—On April 8, at Wellingborough, the wife of Matthew Reid Sharman, solicitor, of a daughter.

WOODHAMS—On April 11, at 55, Kennington-park-road, the wife of Mr. D. T. Woodhams, solicitor, of a son.

DEATHS.

BOYLE—On April 6, deeply lamented, Eliza Ann, wife of Mr. William Ansell Boyle, of No. 10, Brunswick-square, London, solicitor.

THEOBALD—On April 7, at Sutton Lodge, West Molesey, William Theobald, Esq., barrister-at-law, late Clerk of the High Court of Calcutta, in his 72nd year.

WHALL—On April 9, at Chesterfield, Robert Whall, Esq., solicitor, aged 54.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—(Advt.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, April 8, 1870.

Limited in Chancery.

John King & Company (Limited).—Petition for winding up, presented April 6, directed to be heard before Vice-Chancellor Malins on April 22. Willoughby & Cox, Clifford's-inn, Fleet-street, solicitors for the petitioner.

Monarch Insurance Company (Limited).—Vice-Chancellor Malins has, by an order dated March 29, ordered that the above company be wound up, and that Frederick Maynard be appointed official liquidator. Tucker, St. Swithin's-lane, solicitor for the petitioner.

Tuesday, April 12, 1870.

Limited in Chancery.

Devonport and South Devon Steam Flour Mill Company (Limited).—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to William Clark, of Richmond-walk, Devonport. Thursday, May 26, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Isle of Wight Estates Company (Limited).—Petition for winding up, presented April 7, directed to be heard before the Master of the Rolls on April 23. Herbert, New-inn, Strand, solicitor for the petitioner.

North Wales Slate Supply Company (Limited).—Vice-Chancellor James has, by an order dated March 17, appointed Richard Cornish Cannon, of 12, Union-court, Old Broad-street, to be official liquidator. Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, May 29, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Van United Lead Mining Company (Limited).—Petition for winding up, presented April 2, directed to be heard before Vice-Chancellor Malins on April 22. Rooks & Co, King-st, Cheapside, solicitors for the petitioner.

Friendly Societies Dissolved.

Friday, April 8, 1870.

Woburn Provident Benefit Society, Townhall, Woburn, Bedford. April 4

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, April 12, 1870.

Engelhart, John Simon, Isleworth, Middx, Esq. May 7. Engelhart v. Philip, V.C. Malins. Dixon, Wellington-chambers, Bell-yd, Doctors'-commons.

Johnson, Jas, Everton, nr Lpool, Stonemason. May 7. Johnson v Johnson, V.C. James. Ellis & Co, Lpool.

Johnson, Wm Edwd, High-st, Croydon, Saddler. May 23. Stokey v Johnson, V.C. James. Girdwood, Venulam-bldgs, Gray's-inn.

Wright, Chas, Outram-st, Caledonian-rd, Railway Porter. April 30. Reynolds v Wright, V.C. James. Miriams, New-inn, Strand.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, April 8, 1870.

Allcard, Wm, or Wm Allcock, Chapel-en-le-Frith, Derby, Gent. June 1. Goodman, Chapel-en-le-Frith.

Bitten, John Wails, Saffron Walden, Essex, Surveyor. June 11. Thurgood, Saffron Walden.

Boarder, Job, Pleasant-pl, Shepherd's-bush, Builder. May 9. Smith & Son, Furnival's-inn.

Buckley, John, Prestwich, Lancashire, Cotton Spinner. April 30. Mills, Huddersfield.

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Burrell, Thos, Leytonstone, Essex, Farmer. May 25. Houghton & Wragg, St Helen's-pl.
Carver, Wm, Cheetham, nr Manch, Machinist. June 30. Cobbett & Co, Manch.
Downham, Edward, Scotforth, Lancashire, Labourer. June 5. Thompson, Lancaster.
Grainger, Ann, Birm, Widow. June 6. Hodgson & Son, Birm.
Griffiths, Wm, Hanmer, Flint, Farmer, May 5. Jones, Whitechurch.
Hutchinson, Alex, Uxbridge-gardens, Bayswater, Esq. May 14. Watson, Lincoln's-inn-fields.
Jones, Mary Ann, Burton-st, Burton-cresent, Spinster. May 18. Dowse & Darville, Lime-st.
Fontaine, Fredk La, Smyrna, Turkey. June 15. Freshfields, Bankbldgs,
Liddington, Wm, Birm, Timber Merchant. April 27. Hodgson & Son, Birm.
Lowden, Albert, Brighton, Sussex, Gent. May 10. Mossop, Ironmonger-lane.
Lowden, Robert, Brighton, Sussex, Gent. May 10. Mossop, Ironmonger-lane.
Martin, Thos, Hornchurch, Essex, Plumber. May 18. Surridge & Hunt, Romford.
Naylor, Wm, Cleckheaton, York, Cordwainer. April 30. Terry & Co, Cleckheaton.
Payne, Lydia, Nunney, Somerset, Spinster. May 18. Whatman, Salisbury.
Ransford, John, Bournemouth, Hants, Esq. June 30. Christopher & Son, Argyll-st, Regent-st.
Reynolds, Rev Hy, Henley-on-Thames, Oxford. May 12. Davies, Denbigh.
Rooke, Thos, Dean's-pl, South Lambeth, Gent. May 9. Christopher & Son, Argyll-st, Regent-st.
Skinner, Robert, Southgate-rd, Kingsland, Gent. May 25. Houghton & Wragg, St Helen's-pl.
Tyrer, John, Manch, Decorator, May 13. Smith & Boyer, Manch.
Vallentin, Sir Jas, Walthamstow, Essex, Knight. May 25. Houghton & Wragg, St Helen's-pl.
Weston, Thos, Goldhurst, Stafford, Farmer. May 6. Thacker, Cheadle.
White, Hy, Warrington, Lancashire, Land Agent. May 7. Davies & Warrington.
Wylly, Mary Anna, Paris, Baroness. June 10. Christopher & Son, Argyll-st, Regent-st.

TUESDAY, April 12, 1870.

Boode, John Christian, Lucknam, Wilts, Esq. June 1. Inman & Inman, Bath.
Bradley, Priscilla, Northampton, Spinster. May 30. Burton & Willoughby, Daventry.
Collinson, Rev Hy King, Stannington, Northumberland. April 30. Phelps & Bennett, Red Lion-sq.
Evans, David, Holloway-rd. Linen Draper. May 18. Garrett, Doughty-st, Mecklenburgh-sq.
Foster, Geo Ebenezer, Cambridge, Banker. June 24. Eaden & Co, Cambridge.
Geary, Thos, Mountsorrel, Leicester, Gent. May 9. Freer & Reeve, Leicester.
Glover, Wm, Vincent-st, Westminster, Cab Proprietor. May 10. Draper, Vincent-sq, Westminster.
Hardcastle, Jas, Firwood, Lancashire, Bleacher. June 20. Briggs & Bailey, Bolton.
Harvey, John Sladen, Fort-rd, Bermondsey, Currier. May 17. Hills, Sittingbourne.
Henriques, David Quixano, Upper Wimpole-st, Merchant. June 1. Abrahams & Roffey, Old Jewry.
Hill, Chas, Old-st, St Luke's, Carpenter. May 16, Baylis, Poultry.
Johnston, Alex, Frederick-cresent, Camberwell, Contracter. May 1. Brady & Ward, Carey-st, Lincoln's-inn.
Marshall, Geo Thos, St Andrew's-rd, Union-rd, Newington, Picture Dealer. June 1. Chester, Newington-butts.
Martyn, Cecil Edward, Horsham, Sussex, Esq. June 6. Baynes & Co, Lincoln's-inn-chambers, Chancery-lane.
Moore, Thos, Bishopwearmouth, Durham, Architect. May 31. Bentham, Sunderland.
North, Dean, Hightown, York, Plasterer. Sept 20. Sykes, Heckmondwike.
Pardoe, Thos, Little Stretton, Salop, Grocer. May 14. Salt & Sons, Shrewsbury.
Peavey, Ann, Bemerton, Wilts, Widow. May 7. Whatman, Salisbury.
Pennington, Wm, Thickthorn, Warwick, Esq. June 30. Parker & Co, Bedford-row.
Pickles, Thos, Halifax, Gent. June 1. Lamb, Cooper-st.
Ridley, Anthony, Gloucester-gardens, Hyde-park, Esq. June 1. Shum & Crossman, King's-rd, Bedford-row.
Robinson, Samuel, Cale-green, Cheshire, Gent. May 23. Darnton, Ashton-under-Lyne.
Robinson, Sarah, Cale-green, Cheshire, Widow. May 23. Darnton, Ashton-under-Lyne.
Shee, Sir Geo, Grosvenor-pl, Hyde-park, Baronet. June 7. Weymouth, Essex-st, Strand.
Tippetts, Richard, Edith-grove, West Brompton, Surgeon. June 24. Russell & Co, Old Jewry-chambers.
Wall, Thos Young, Dover, Kent, Spirit Merchant. May 20. France & Helsham, Little Britain, Aldersgate-st.
Wetherall, Rev Alex, Brereton, Stafford. June 18. Walker & Martineau, King's-rd, Gray's-inn.

Bankrupts.

FRIDAY, April 8, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cresswell, E. E., Leadenhall-st, & Fredk Robt Burnett, Fenchurch-st, Ship Brokers. Pet April 5. Brougham. April 22 at 1.
Morgan, Alfd Wm, Angel-ct, Throgmorton-st, Stock Broker. Pet April 6. Spring-Rice. April 27 at 11.
Sergeant, John, Golborne-rd, Notting Hill, Builder. Pet April 5. Spring-Rice. April 26 at 12.

To Surrender in the Country.

Bartindale, Chas, & Geo Pinder, Whitby, Yorks, Saddlers. Pet April 1. Crosby. Stockton-on-Tees, April 22 at 11.
Berrington, Chas, Lpool, Fruiterer. Pet April 5. Hime. Lpool, April 20 at 2.
Bowers, David Shaw, Macclesfield, Cheshire, Labourer. Pet April 6. Brocklehurst. Macclesfield, April 20 at 11.
Brazil, Clarance, Preston, Lancashire, Manufacturer of Cotton Goods. Pet April 5. Myres. Preston, April 22 at 2.
Brazil, Hy Martin, Horwich, Lancashire, Manufacturer of Cotton Goods. Pet April 7. Holden. Bolton, April 22 at 3.30.
Bushell, John Dunham, Fakenham, Norfolk, Grocer. Pet April 4. Palmer. Norwich, April 19 at 1.
Dives, Joseph, Ware, Hertford, Maltster's Clerk. Pet April 5. Spence. Hertford, April 23 at 10.
Drake, Robt Richards, Otterton, Devon, Butcher. Pet April 5. Daw. Exeter, April 23 at 2.
Huntley, Jas, Horsmonden, Kent, Builder. Pet April 4. Walker. Tunbridge Wells, April 25 at 3.
Ikin, Saml, Bolton, Lancashire, Builder. Pet April 4. Holden. Bolton, April 20 at 10.
Middleton, Wm, Middle Tysoe, Warwick, Farmer. Pet April 5. Fortescue. Banbury, April 19 at 11.
Rowlands, John, Nenadd Llanfigael, Anglesea, Draper. Pet April 6. Jones. Bangor, April 21 at 11.
Winstanley, Wm, & John Formby, Lpool, Engineers. Pet April 6. Hime. Lpool, April 26 at 2.

TUESDAY, April 12, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Goodbehere, Geo Thos, & Geo Thos Gaine, Martin's-lane, Cannon-st, Wholesale Hardwaremen. Pet April 11. Murray. May 9 at 12.
Jones, Ebenezer, London-st, Fenchurch-st, Umbrella Salesman. Pet April 7. Hazlitt. May 2 at 12.
Kerridge, Wm, George-st, Notting Dale, Builder. Pet April 7. Spring-Rice. April 28 at 12.
Purssey, John, Lambeth-ter, Meat Salesman. Pet April 9. Hazlitt. May 4 at 11.
Waterton, Edmund, Ostend, Belgium, Esq. Pet April 7. Spring-Rice. April 28 at 11.

To Surrender in the Country.

Cowgill, Hy, Burnley, Lancashire, out of business. Pet April 7. Carr. Burnley, April 26 at 3.30.
Hall, Thos, Sheffield, York, Grocer. Pet April 7, Rodgers. Sheffield, April 22 at 1.
Hopcroft, John, Birm, Beer Retailer. Pet April 8. Chauntler. Birm, April 25 at 12.
Kimpton, Richd, Sheffield, Builder. Pet April 7. Rodgers. Sheffield, April 22 at 1.
McDowall, Thos, Sudbury, Suffolk, Draper. Pet April 9. Barnes. Colchester, April 27 at 10.30.
Page, Thos Hy, St Leonard's-at-Sea, Sussex, Steam Dyer. Pet April 7. Young. Hastings, April 26 at 11.
Taylor, Coll, Newcastle-upon-Tyne, Merchant. Pet April 7. Mortimer. Newcastle, April 25 at 12.
Terment, Geo, Bedlington, Northumberland, Draper. Pet April 1. Mortimer. Newcastle, April 25 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, April 8, 1870.

Gott, Wm, Leeds, Printer. April 1.

TUESDAY, April 12, 1870.

Biden, John, Northampton, Bookseller. April 6.
Ellis, Geo Smith, Silver-st, Bloomsbury, Butcher. April 11.

GRESHAM LIFE ASSURANCE SOCIETY,

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form :—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

PRELIMINARY LAW and other EXAMINATIONS: PREVIOUS TEST.—A Board of Gentlemen, chiefly graduates of the Universities of Oxford, Cambridge, and London, hold Examinations monthly to enable Candidates to ascertain by previous trial their fitness for any Public Examination.—For prospectus apply, by letter only, to the Hon. Sec., J. W. CARLILE, Esq., 1, King's Bench-walk, Temple, E.C.

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, APRIL 23, 1870.

ON THE PRINCIPLE *omnia præsumuntur rite esse acta* in public offices there is a presumption that a letter correctly addressed and posted reaches its destination in due course. But is this a presumption of fact or of law, and if of law, is it rebuttable or irrebuttable? On this point there has been considerable litigation, the latest case being *The Gresham House Estate Company* (*Limited*) v. *The Rossa Grande Gold Mining Company* (*Limited*), which was heard before the Court of Queen's Bench on Wednesday last. It has been attempted to be argued that as if A. sends a notice to B. by an agent he must not only prove that he delivered the notice to the agent, but that the agent delivered it to B., so if he sends it by post he makes the Post-office his agent, and must not only prove posting, but also delivery, but, as was said by Baron Alderson in *Stocken* v. *Collen* (7 M. & W. 515), "if the doctrine that the Post-office is only the agent for the delivery of the notice is correct, no one could safely avail himself of that mode of transmission." The true doctrine is, as endorsed by the Lord Chief Justice on Wednesday last, that if it be proved that a letter is correctly addressed and posted and is not returned to the sender, it will be presumed that it was received in due course, but this presumption can be rebutted. Farther than this it may be laid down that if a notice has to be given on a certain day, and a letter is posted containing such notice so that it would, in the ordinary course, arrive at its destination on the proper day, but it is delayed in the post, "the sender has done all that is required of him," and is "not answerable for the blunder of the post office" (*vide Stocken* v. *Collen* (*ubi sup.*), and *Dunlop* v. *Higgins* (1 H. L. 381).

The presumption is often adopted by the Legislature, and rendered conclusive (see 24 & 25 Vict. c. 89, s. 63, and 32 & 33 Vict. c. 56, s. 51). In the Metropolitan Buildings and Management Bill now before Parliament, it is proposed to require proof not only of addressing and posting, but also of registration, in order to raise the presumption of delivery. This is analogous to the Indian Code of Civil Procedure, s. 66.

THERE ARE NOT LESS THAN THREE BILLS now before Parliament on the principle of codification. The earliest in point of date is the Merchant Shipping Code prepared under the auspices of the Board of Trade; next there is the Divorce and Matrimonial Causes Bill, brought in by Lord Penzance; and lastly, the Metropolitan Buildings and Management Act, of which Sir W. Tite is godfather. These bills do not propose to alter the existing law on the subjects with which they respectively deal in its material features, but to consolidate and arrange in better order the existing enactments, which being thus superseded can be swept out of the statute-book by repeal. Lord Penzance's bill will thus supersede the eight Acts of Parliament, all passed since 1856, to which we have now to look for the law relating to divorce and matrimonial causes. Sir William Tite's bill proposes to repeal the whole of five Acts and parts of two more, while the Merchant Shipping Code will supersede about a dozen statutes. This last bill contains 692 clauses; but then if the mercantile community do not gain much in the matter of brevity they may in that of method or symmetrical arrangement, which, according to Jeremy Bentham, is one of the characteristics of a model legal system.

THE HOUSE OF LORDS has been working away at its arrears of appeal cases, and has given a large number of decisions lately, one or two of them being on points of much interest and importance. On the 4th ult. was affirmed the decision of the Exchequer Chamber, delivered as far back as 1860, in *Castrique* v. *Imrie* (9 W. R. 455, 8 C. B. N. S. 415), a case of much importance to shipowners, shippers, and commercial men generally, turning as it does on the validity of a foreign judgment, where the foreign Court has proceeded on a mistaken view of the law of England.

It is well settled that if a foreign Court, in pronouncing a decision in a proceeding *in personam*, mistakes the law of this country, so far as that law by the comity of nations forms a part of the case, the English Courts will review, and, if necessary, set aside its decision. The rule is otherwise as to a judgment *in rem*, but in *Castrique* v. *Imrie*, Cockburn, C.J., in delivering his own judgment, announced that there was a difference of opinion between the members of the Court upon the question whether an English Court ought to set aside a foreign judgment *in rem* when grounded on a perverse and wilful disregard of an English *lex loci contractus*. It was not necessary, however, to decide that question, because the French Court had *bonâ fide* endeavoured to follow the English *lex loci contractus*, though it had been unsuccessful in so doing. In *Simpson* v. *Fogo* (1 H. &. M. 247) the present Lord Chancellor, when Vice-Chancellor, expressed his own adherence to "the view of that section of the judges who considered, in the case of *Castrique* v. *Imrie*, that even a judgment *in rem* may lose its binding force where there appears on the face of it a perverse and deliberate refusal to recognise the law of the country by which title has been validly conferred.

Castrique v. *Imrie* is, therefore, an authority ruling that a foreign judgment *in rem* will not be set aside for merely misinterpreting the English law; but the most important question involved in the case was whether the proceeding in the French court was *in rem* or *in personam*. The facts were that the owner of a British ship called the *Anne Martin* transferred her by bill of sale, while on a voyage, in 1853, to Melbourne and Madras. Meanwhile the master when at Melbourne drew a bill for necessaries on his owner, which the new owner dishonoured. Afterwards, the ship touching at Havre, a French subject, to whom the bill had been endorsed, instituted proceedings in the Tribunal de Commerce at Havre against both the master and the ship, and that Court condemned the master "en sa qualitè de capitaine de l'*Ann Martin* et par privilege sur ce naivre" to pay the sum due on the bill, and in default the ship was sold. This the Court of Common Pleas held to be a proceeding *in personam;* the Court of Exchequer reversed this judgment, holding that the proceeding was a proceeding *in rem* to enforce the *privilege* or lien against the ship. The latter decision the House of Lords have now affirmed, and the point is one of considerable importance.

This case has been a long time pending; whether the fault be with the litigants or the judicial system of the House of Lords we are unable to say. The Tribunal de Commerce at Havre pronounced its judgment as far back as 1855; the owner's suit to replevy the ship was dismissed by the same tribunal in the autumn of the same year, the Court acting upon a mistaken idea that by the English law it was impossible that the property in the ship could be transferred by the bill of sale as the new owner contended. In 1856, Sir A. E. Cockburn, as Attorney-General, wrote an opinion pointing out this error, which, however, though brought before the Cour

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Imperiale at Rouen upon an appeal to that tribunal, had not the effect of producing a reversal of the decision of the Court at Havre. Then, in 1860, the Courts of Common Pleas and Exchequer Chamber delivered their respective judgments, Sir A. E. Cockburn giving his decision in the latter as Lord Chief Justice; and now, ten years later, the decision having been in the meantime cited in innumerable cases as from the Exchequer Chamber, the House of Lords have finally adjudicated upon the case. What an awkward thing it might have been if the decision of the Exchequer Chamber had after all been reversed!

In his Divorce and Matrimonial Causes Bill Lord Penzance proposes to make no alteration in the existing rule of law whereby a married woman can only obtain a protection order when deserted by her husband. If his ill-usage of her is such that she can have him bound over to keep the peace and could petition for judicial separation, still she cannot apply for a protection order. The theory, we suppose, is that a judicial separation operates as a protection order, and that a woman ill-used by her husband can protect herself by petitioning the Court for a judicial separation. But various causes may prevent her from petitioning, and even if she does petition, some time must elapse before the decree. Under both these circumstances she may want her earnings protected from her husband, and it is worth considering whether provision should not be made for such want.

An extraordinary conviction by justices was brought before the Court of Queen's Bench on Wednesday last, the first day of Term, in the case of *The Queen* v. *Tomlinson*. The defendant was charged before the justices at Swansea with smuggling some cigars. One of the justices thought that there was sufficient evidence that the offence had been committed; the other justice thought that the evidence was not sufficient to support a conviction. The justice who was satisfied with the evidence insisted on convicting the defendant, notwithstanding the dissent of the other justice, on the ground that the statute allowed one justice to hear such a charge.

The defendant was accordingly convicted and fined, but he subsequently obtained a *certiorari* to quash the conviction. The application on Wednesday was for the purpose of enlarging the time within which the defendant could enter into the necessary recognizances for costs. The Court granted a delay until next term, although it seemed there had already been some delay and neglect in not entering into there cognizances earlier, on the ground that the conviction appeared to be flagrantly wrong.

There may, no doubt, be some explanation of this conviction, but as stated in the application on Wednesday it is one of the most curious we have ever heard of. It certainly did not give the defendant the benefit of the doubt, to which in criminal proceedings a defendant is supposed to be always entitled.

Mr. Newdegate's Committee on Monastic and Conventual Institutions is very unpalatable to the Roman Catholic inhabitants of the kingdom, if we may judge from their loud outcries in the daily papers. They stigmatise it as an oppression and an insult. On the other hand, it is retorted by those of the Exeter Hall persuasion, "There must be something horrible or you would not object to evade the scrutiny." That, however, is a *non sequitur*. For our own part, we decidedly approve of a thorough investigation into "monastic and conventual institutions," including the sisterhoods and other establishments, not only of Roman Catholics but of all other religionists. The inquiry should be directed especially to the property of these associations and their members. We believe that on this head an inquiry is really needed, and that if there were anything which ought to be disclosed on any other matter it would probably come out on a well directed investigation into the very popular subject of property. We do not undervalue the virtues of self-denial and benevolence when we say that it is not healthy or expedient that young persons, young ladies especially, should be induced, under the influence of ideas, in part, no doubt, benevolent, but in part also of a morbid sentimentalism, to execute voluntary settlements of their property in favour of certain sisterhoods and other institutions of which they may have become members. Such settlements, however, are frequently made by inmates not only of Roman Catholic consent, but of the Protestant sisterhoods attached, for instance, to some of the "Ritual" churches, under circumstances which a court of equity would unhesitatingly class in the category of "undue influence." We do not mean that the influence is necessarily exerted from motives of personal selfishness. It is considered by some lawyers that restraint ought to be placed by the Legislature upon gifts of this kind whether by will or *inter vivos*, but especially the former. We are not, for ourselves, prepared to go that length, certainly not in the absence of the results of an investigation. But we should support a scheme for obtaining from all monastic and conventual institutions periodical accounts of their property; and we believe that such publicity would tend to check very much the system of which we disapprove.

As to the legal position of nuns under the English law, they were, of course, before the Reformation, *civiliter mortuæ*:—

"When a man entreth into religion and is professed, he is dead in the law, and his son or next cousin incontinent shall inherit him as well as though he were dead indeed. And when he entreth into religion he may make his testament and his executors; and they may have an action of debt due to him before his entry into religion, or any other action that executors may have, as though he were dead indeed, &c."—Co. Litt. 200.

In modern times it has been decided by the Lords Justices that a nun is not to be held *civiliter mortua* (*Re Metcalfe's Will*, 12 W. R. 538, 3 N. R. 657). The consequence may often be that the convent now gets what before the Reformation would have gone over; in the case cited, the Lords Justices, overruling a decision of Lord Romilly, refused to withhold a legacy from an inmate of the Brompton Oratory. The Master of the Rolls had considered that the Court had express notice that the lady was under duress, and "could not be regarded as morally capable of resisting any pressure put upon her by her spiritual directors." The Lords Justices, admitting that such might be the case, ruled that the Court could not "speculate upon her intentions," and could not "refuse to a person in her senses, and under no legal disability, the payment of a fund to which she was absolutely entitled, merely because she was likely to deal with it in a manner which the Court might think unwise."

In an Irish case of *Whyte* v. *Meade* (2 Ir. Eq. 423) the Court set aside a deed which had been obtained from a young lady by duress and undue influence exercised over her while in a convent. In *McCarthy* v. *McCarthy* (9 Ir. Eq. 621), evidence was given that some young ladies, members of an Ursuline convent near Cork had by duress been got to sign a transfer of their share in their father's assets to the superioresses of the convent. The nuns were joined as formal parties in a suit by these assignees against a brother who was the administrator, but the Lord Chancellor of Ireland refused to interfere in such a suit, and directed an issue to try whether or no the deed was obtained by the exercise of undue influence. The issue was not accepted, and the plaintiffs appealed from a consequent decree dismissing the bill (1 H. L. 703). The Lords held that it was irregular, in point of practice, thus to decree an issue between the plaintiffs, and they dismissed the bill for misjoinder, observing that the question as to the undue influence could not properly be tried in that suit. And it may be regarded as conclusively ruled that though the courts of equity would incline strongly to avoid a settlement

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or deed of gift made by a nun, on the ground of undue influence, if she came forward to invoke their aid,—they will not refuse to pay a fund into her hands merely because she is a nun and likely to get no personal benefit from it.

EVERYONE WHO HAS EVER had to peruse a deed engrossed on one or more skins of parchment in the old and still customary form knows what a most unwieldy, flapping, inconvenient thing it is to manage. The conveyancing counsel usually peruses copies only, but if by any chance an original deed should be inflicted upon him, his disgust is great. Of late years some solicitors have adopted the excellent plan of having their deeds engrossed "*bookwise*," in which case they are as easy to manage as the old fashioned skins are troublesome. It is stated, however, that law stationers do not encourage the new plan because the reverse side of parchment is not quite easy to write on. This might be met either by some change in the preparation of the parchment, or if that be impossible, by a small addition to the charge for engrossing. If all solicitors will, as no doubt they one day will, have their deeds engrossed bookwise and in common text-hand, the reform will, though an humble one, save a very great deal of time and trouble, some expense, and a great many mistakes.

PURCHASE FOR VALUE WITHOUT NOTICE.

The doctrine respecting the rights of a purchaser for value without notice is as old as any other doctrine of the Court of Equity: even the black letter reports are full of decisions upon it. It is popularly considered as one of the most solid doctrines of the court, and so it is, but still anyone who takes the pains to delve at all deeply into the mass of decisions in which it has been implicated finds that its application, nay its very terms, are by no means precisely marked out. It is possible that this incertitude may be in some measure attributable to the peculiar hardship which usually is involved in cases of this kind. Cases in which the contention of purchase for value without notice is set up are mostly cases in which some absent person has been guilty of fraud or misconduct, and the disagreeable duty is cast upon the Court of apportioning the consequences as between two or more parties of equal moral innocence.

The favour shown by the law to purchasers was in some of the cases reported in the older chancery reports, such as Freeman, Finch, &c., carried very great lengths in behalf of purchasers for value without notice—much farther indeed than the Courts would now be disposed to go. We shall notice this when referring to the power of an equitable incumbrancer to protect himself by getting in an outstanding legal estate.

The substantial rule is that the Court does not stir against a purchaser for value without notice. *Basset* v. *Nosworthy* (Finch 102, 2 Wh. & Tu. 3) is the best of the early cases. There the defendant purchased from a devisee; the heir filed a bill alleging that the will had been revoked, and praying discovery, but the defendant pleading purchase for value without notice, the Court allowed the plea. There seems at one time to have been an idea that the defence was good *only* as against the legal title (see Lord Westbury in *Phillips* v. *Phillips*, 10 W. R. 236, 31 L. J. Ch. 326). Conversely it has been argued, and there are cases which support the view, that this defence *cannot* be pleaded as against the legal title. Both these views were wrong.

The first seems to have arisen from a mistaken view of the equitable maxim *Qui prior est tempore, potior est jure*, arguing thence that as between equitable claimants the Court must always leave them to their priority in point of time, whereas the Court only resorts to the test of priority in time when the equities are equal in other respects. The confusion is between equitable claimants at large and parties claiming as equitable incumbrancers. As regards the former, it is a part of the equity that the purchase was made for value without notice; as, for instance, where a sale has been made by collusion or mistake, and the purchaser is afterwards opposed by the injured persons. But as between mere equitable incumbrancers, it is firmly settled that they rank strictly in order of priority in point of time; saving, of course, to each the possibility of squeezing out those before him by getting in the legal estate and "tacking" his incumbrance on to it.

The second of the above views was much pressed in *Attorney-General* v. *Wilkins* (17 Beav. 285), in which the Master of the Rolls, after an elaborate investigation of the authorities, which he pronounced to be contradictory, ruled that the defence is maintainable against the legal estate. "My opinion is," said his Lordship, "that when you once establish that a person is a purchaser for value without notice, this Court will give no assistance against him, but the right must be enforced at law."

But though the defence of purchaser for value without notice can be raised by one equitable claimant against another, or against the legal estate, it is not accurate to say that the Court of Equity will *never* stir against the purchaser for value without notice.

The truth is, this defence is merely a shield, and nothing more (Vice-Chancellor Wood in *Stackhouse* v. *Countess of Jersey*, 9 W. R. 453, 1 J. & H. 730); it is a creature of the Court of Equity, a defence unknown at common law, which is allowed in equity.

Lord Westbury in *Phillips* v. *Phillips* (*supra*) says that there is a distinction between cases in which the Court of Equity is asked under its auxiliary jurisdiction to assist the possessor of a legal title or has under its own peculiar jurisdiction to decide between equitable claimants, and cases in which it exercises a legal jurisdiction concurrently with the courts of law. In the former cases the Court of Equity gives aid only on its own terms, and will not interfere against the purchase without notice. *E.g.*, *Basset* v. *Nosworthy* (*supra*), and *Wallwyn* v. *Lee* (9 Ves. 24), in which, the bill being filed to obtain only the delivery up of deeds from a person with whom they had been pledged, Lord Eldon refused to order him to give them up. In the latter case equity follows the law and ignores the defence of purchaser for value without notice.

Thus, in *Williams* v. *Lambe* (3 Bro. C. C. 264), Lord Thurlow said the defence could not be pleaded to a widow's bill for dower; and in *Collins* v. *Archer* (1 R. & M. 284), Sir John Leach held it no answer to a bill for tithes. This distinction, if well founded, will explain many of the apparently contradictory decisions; contradictions, however, still remain. Thus, in *D'Arcy* v. *Blake* (2 Sch. & Lef. 389), Lord Redesdale ruled that the Court of Equity would not assist a widow to her dower as against a purchaser for value without notice; which was directly contradictory to *Williams* v. *Lambe* (*supra*). In *Colyer* v. *Finch*, 19 Beav. 500, the right of a legal mortgagee to foreclose was resisted by an equitable incumbrancer, on the ground that as he was a purchaser for value without notice, the Court should give no relief as against him. The Master of the Rolls overruled the objection, laying it down that though the Court will not as against a purchaser for value without notice, assist to enforce the legal right; yet where the legal right is clear, and attached to it is an equitable remedy enforceable only in equity, the Court will not refuse to enforce it, even against a purchaser for value without notice. On appeal to the House of Lords (5 H. L. 905) the foreclosure was upheld on another ground—viz., that foreclosure is not relief, but rather a right correlative to the mortgagor's right of redemption; the Master of the Rolls' reasoning was not disapproved of, but as it was invented for a purpose for which it was found unnecessary, it is merely extrajudical.

Lord Westbury seems to us to have hit out the best distinction. We cannot consider his distinction altogether satisfactory, but we prefer it to any other.

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It is certainly unfortunate that in such a fundamental doctrine there should still remain room for so much doubt.

It must always be remembered that this defence of purchase for value without notice is *a shield, and nothing more.* Therefore if the subject of litigation be a fund *in medio*, which the Court must award to some one, the Court will award it to the legal title, or whoever has the best right to call for it. This is well pointed out in *Stackhouse* v. *Countess of Jersey* (*supra*).

Very frequently the relief asked against the purchaser has been the delivery up of deeds, and on this point again there has been some contradiction.

In *Joyce* v. *De Moleyns* (2 Jo. & Lat. 274) Lord St. Leonards, when Lord Chancellor of Ireland, considered *Wallwyn* v. *Lee* (*supra*) as conclusively ruling that the Court of Equity will not deprive the purchaser of the deeds. In *Fraser* v. *Jones* (17 L. J. Ch. 253) Lord Cottenham inclined to differ from *Joyce* v. *De Moleyns*, but hesitated to overrule that case, and in the end got out of the difficulty by holding that the purchaser *had notice.* In *Stackhouse* v. *Countess of Jersey* (*supra*) Vice-Chancellor Wood appeared to be of the same opinion as Lord Cranworth. In *Thorpe* v. *Holdsworth* (17 W. R. 394, L. R. 7 Eq. 147) Vice-Chancellor Giffard intimated that were the matter *res integra* he should be of the same opinion, but considered himself bound by the authorities not to order delivery up of the deeds. He, however, ordered them to be produced on a sale by the plaintiffs. In the quite recent case of *Newton* v. *Newton* (17 W. R. 238, L. R. 4 Ch. 144) decided by Lord Hatherley a few weeks after *Thorpe* v. *Holdsworth*, a very reasonable distinction is drawn, and the rule on this branch of the subject may now be taken to be, that while, in accordance with the principle of *Wallwyn* v. *Lee*, the Court will not interfere against the purchaser when the delivery of the deeds is the sole object of the suit; yet when, in consequence of the property contended for being *in medio*, the Court is obliged to award it to someone, the Court will—acting on the principle of *Smith* v. *Chichester* (2 Dr. & War. 402), that the right to the estate confers the possession of the deeds—order them to be given to the claimant who establishes his right to the property.

It is a part of the privilege of purchaser for value without notice, that even after notice he may protect himself by getting in an outstanding legal estate or the like. This branch of the subject is an instance of the lengths to which the doctrine was of old pushed as in favour of the purchaser. Thus, in *Sir John Fagg's case* (cited 1 Vern. 52), it was carried to this length, that Sir John Fagg, being such a purchaser, came into a man's study, and there seeing on the table a statute which would have fallen on the land, stole it, and the Court refused to oust him from the position he so nefariously obtained. The case is but very meagrely reported, but the fact would seem to be that having taken a bad title by misfortune, the Court allowed him to retrieve the misfortune by fraud. As Vice-Chancellor Wood observed in *Carter* v. *Carter*, (3 K. & J. 637)—"It is sufficiently clear that a case to such an extent as that would never be upheld." And in *Culpeper's case* (cited in *Sanders* v. *Deligne*, Freem. Ch., 124), a man bought gavelkind land of the eldest son, without knowledge that it was gavelkind, "and afterwards for a song bought in the titles of the younger brothers who were ignorant of their titles." The Court of Equity refused to relieve them at the purchaser's expense, for that "the purchaser having honestly paid his money without notice, may use what means he can to fortify his title." A purchaser would hardly now-a-days be permitted to employ fraud in order to avoid the defect of which he had originally no notice, but he may clearly avail himself of the most technical defence possible. The Court, however, will not permit this to be done by taking a conveyance from a trustee to the injury of the *cestuis que trust.* The distinction was put very sensibly by Vice-Chancellor Wood in *Carter* v. *Carter* (*supra*) as follows:—"Although you may get in any outstanding legal estate which a person may *bonâ fide* assign to you, you having notice of the intervening incumbrance," (His Honour was speaking of successive equitable incumbrancers) "he not having any such notice, you cannot procure a conveyance from a trustee who himself has an adverse duty to perform, and who by such a conveyance would, in fact, be making over the estate to you, to protect you against the very interests which it was his duty to protect. That is so rational that one wonders the question should have arisen twice."

Within the short space of a single article it is not possible to do more than summarise the main points of the subject, but we must call attention to the principle established in older cases and not since abandoned, that a purchaser who has notice of a claim in equity, if he take from a purchaser without notice, gets the full benefit of the latter's position. "It certainly is the rule of this Court that a man who is a purchaser with notice himself from a person who bought without notice, may shelter himself under the first purchaser, or otherwise it would very much clog the sale of estates" (Lord Hardwicke in *Lowther* v. *Carlton*, 2 Atk. 242).

THE NON-REGULATION PROVINCES OF BRITISH INDIA.

The attention of the English public has been called to the state of the law in what are called the Non-Regulation Provinces of British India by Mr. Broughton's very interesting pamphlet now before us.* By Non-Regulation Provinces are meant provinces acquired by conquest or annexation, which have not been brought under the operation of the General Laws and Regulations in force in British India. These provinces, so far from being "outlying and uncivilised places," as they were described to be by the present able Secretary of State for India in a speech delivered by him not long ago in the House of Lords, constitute by far the greater half of our possessions in India, and include such vast territories as British Burmah, the Central Provinces, the Punjab, and Oudh.

From a period antecedent to the present century up to the year 1833 the Governor-General of India and his Council were invested with the sole power of making Regulations for the Bengal Presidency, and the Governors in Council of Fort St. George and Bombay with a like power with respect to their presidencies respectively. In 1833, by the statute 3 & 4 Will. 4, c. 85, s. 43, the Governor-General in Council alone was authorised to legislate for the whole of India, by making Laws and Regulations which should have the same force as Acts of Parliament, section 40 providing that the Fourth Ordinary Member of the Council of the Governor-General should be appointed from among persons other than servants of the late East India Company, and should not sit or vote in the Council except at meetings thereof for making Laws and Regulations. By virtue of this provision the post of Fourth Member of Council was first filled by the late Lord Macaulay, who again was succeeded by such able lawyers and jurists as Andrew Amos, Charles Hay Cameron, Drinkwater Bethune, and (last, though not least) Sir Barnes Peacock, afterwards Chief Justice of Bengal.

In 1853, however, under the auspices of that eminent statesman the Marquis of Dalhousie, the Legislative Council of the Governor-General was, by the 16 & 17 Vict. c. 85, severed from his Executive Council, the former consisting of the latter with the addition of eight members, of whom six were to be appointed from among the civil servants of the East India Company, and the other two to be the Chief Justice and one of the other judges of the Supreme Court at Calcutta. The six civil

* "Remarks on the Proposal to enable the Governor-General to make Laws for those Provinces without his Legislative Council." By L. P. Delves Broughton, Esq., of Lincoln's-inn, Barrister-at-Law, and late Recorder of Rangoon. Published in Calcutta, 1870.

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servants so to be appointed were usually appointed from each of the several presidencies or divisions of presidencies; and thus a dash or flavour of the representative element was for the first time infused into the Legislative Council of India. The Council, as then composed, consisted of no less than three legal members—namely, the Fourth Ordinary Member of the Governor-General's Executive Council (the restriction as to whose sitting or voting in that Council at meetings thereof for the purpose of making Laws and Regulations only having of course been removed), the Chief Justice, and his brother judge—all of them able lawyers, as from their position they might have well been presumed to be, and as indeed they had actually proved themselves to be. Without attempting to eulogise the chief justices and judges of the Supreme Court who in that capacity sat as members of the Legislative Council, the bare mention of their names (Sir Lawrence Peel and Sir James Colvile, both of whom are now members of her Majesty's Privy Council; Sir Charles Jackson, the late President of the Bank of Bombay Commission; Sir Arthur Buller, late M.P. for Liskeard; and Sir Mordaunt Wells) will suffice to convey some notion of the order of men whose assistance the Council was fortunate in thus obtaining. Then, again, the Council was assisted in the drafting of its laws by the legal skill and acumen of the first Clerk of the Council, Sir Walter Morgan, the present able Chief Justice of the North-Western Provinces of India, and afterwards of Macleod Wylie, the failure of whose health was the sole cause of his early retirement and of the consequent loss of his valuable services to the State; and undoubtedly, whatever the cause may have been, the legislation of that time stands unequalled by anything before or since, according to the opinion of those who are best able to judge of such matters, embracing as it did such enactments as the Penal Code, the Codes of Civil and Criminal Procedure, the Bengal rent law and sale law as they are called (constituting in fact the entire law of landlord and tenant for the Bengal Presidency), a comprehensive law of limitation for all India, a law of evidence, the Peace Preservation and Rebellion Suppression Acts (consequent on the late Indian mutiny), and various other Acts too numerous to be mentioned particularly.

The independence of the judges, however, caused the downfall of this Council. Their sin consisted in asking for information having reference to the power of that somewhat obstructive Secretary of State for India, Lord Halifax (then Sir Charles Wood), not only without the consent of his Council, but apparently also in opposition to their opinion, to make wholly unauthorised and certainly very singular grants of public money from the Indian Exchequer to certain prodigal, not to say profligate, native princes. This information was sought for by the judges in order to enable them to legislate intelligently, and because they felt themselves in duty bound to ask for it at a time when the Council had been called upon to pass Acts empowering the Government to levy new and heavy taxes on the people. So inconvenient was it found to supply the information, and so little grateful apparently was the Secretary of State to the judges for having pointed out the illegality of his proceedings in connection with those grants, that he brought in a bill which, while it deprived the judges of their legislative powers, did not scruple to legalise *ex post facto* all his illegal grants. The distinctive feature of this bill (which was passed into law in 1861, and stands in the Statute Book as the 24 & 25 Vict. c. 67) was to divide the Legislative Council of India into four separate Legislatures, one for each of the three presidencies, and the fourth being what is known as the Imperial Legislative Council or the Legislative Council of the Governor-General, and having power not only to legislate for the whole of India on matters not purely local, political, or fiscal, but also having sole power to legislate for the courts of justice established by Royal charter. The constitution of the new Councils (apart from the question of decentralisation) is one of the greatest anomalies in modern times. Being professedly a Legislative Council, one would think that it should have been strong, or at least not weak, in at all events the legal element. But on reference to section 3 of the statute which relates to the Legislative Council of the Governor-General, it will be seen that authority is given to the Governor-General to nominate not less than six nor more than twelve additional councillors (*i.e.*, in addition to the members of the Executive Council), of whom not less than one-half should not be in the civil or military service of the Crown in India. This authority has usually been exercised by the Governor-General in the nomination of two gentlemen of the mercantile community in Calcutta, one official for each presidency, and two natives who seldom or never take part in the proceedings of the Council, and who indeed have sometimes happened to be independent native princes, *aliens* in short. While, therefore, the representative element has expanded, the legal element has been dwarfed by the elimination of the judges; and practically, since the passing of the 24 & 25 Vict. c. 67, the gentleman corresponding to what was formerly called the Fourth Ordinary Member of the Council of the Governor-General has been the *only* legal member of the new and enlarged (so-called) Legislative Council. Fortunately for the Council the post of legal member has been successively held by such distinguished lawyers as William Ritchie, Henry Sumner Maine, and FitzJames Stephen, who again have been assisted by able secretaries like Macleod Wylie, Arthur Macpherson (now one of the judges of the High Court of Calcutta), Charles Boulnois (now Chief Judge of the Chief Court in Oudh), and the present able incumbent of that office, Whitley Stokes, not only well-known here as the author of many valuable legal treatises, and as one of the most promising conveyancers of his day, but whose antiquarian reputation is world-wide. Although, however, the fortunate possession by the Council of an able member and secretary has gone far to cure the great defect in its constitution, still their ability cannot remove the anomaly to which we have referred, and the fact remains as patent as ever that the real work of the Council is done by those two officials alone.

This, therefore, until lately, was the body in whom was vested the power of legislating for the Non-Regulation Provinces. Previously to 1861 the Executive Government (without the intervention of the Legislative Council) legislated for these provinces. But since the passing of the 24 & 25 Vict. c. 77, no legislative power exists in India which is not derived from that statute. To prevent, however, a wholesale cancellation of essentially legislative rules, section 25 gave the force of law to all rules made previously for Non-Regulation Provinces by the then constituted authorities, thus suddenly establishing as law a heterogeneous mass of rules which were so dubiously expressed that (according to Mr. Maine) "the difficulty of ascertaining what is law and what is not, in the former Non-Regulation Provinces, is really incredible." "The necessity for authoritatively declaring rules of this kind" (adds Mr. Maine), "for putting them into precise language, for amending them when their policy is doubted, or when, tried by the severer judicial tests now applied to them, they give different results from those intended by their authors, is among the most imperative causes of legislation."

By a bill which was introduced into the House of Lords last year by the Secretary of State for India it was proposed to invest the Governor-General, acting without his Legislative Council, with the power of passing laws for the Non-Regulation Provinces in India; and it is this proposal which has given rise to Mr. Broughton's remarks as contained in the pamphlet now under review. Although the bill has since passed into law, it may not be out of place to consider the objections which Mr. Broughton has urged to the then proposed measure. These objections may be best stated briefly as follows, in Mr. Broughton's own words:—"I shall show that the law in Non-Regulation Provinces is in a state of

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extreme complication and uncertainty, traceable to a want of publicity, and to the assumption of legislative powers by those to whom such powers were never given; that from want of sufficient consideration the legislative authority has been led into errors in making laws which must have a most prejudicial effect upon private rights, upon the progress of the country, and upon the welfare of its inhabitants; that the Government of India has not the means of obtaining information upon which to base legislation for the Non-Regulation Provinces; and, therefore, that, instead of dispensing with a legislative body in dealing with these important provinces, it would be more proper to increase its strength, and to provide in each province a staff of law officers, such as now exists in the presidencies, whose duty it would be to keep the Government informed not only of existing facts, but of their bearing upon the local laws."

That the law in the Non-Regulation Provinces is extremely complicated and uncertain is clear from Mr. Maine's own opinion which we have above cited. That the Governor-General should dispense with the assistance of his Legislative Council in legislating for these provinces we would look upon as purely and simply a retrograde measure, and, if anything, as more objectionable even than the present anomalous constitution of that Council arising from the inadequate number of legal members in it. As to the necessity of strengthening the Council, at least in its legal element, we need not add to what we have already urged upon that point. Lastly, with regard to the proposition that there should be in each province, as there is at each of the three presidencies, a proper staff of law officers to advise the Government upon all matters upon which legislation may be found necessary, this is after all a mere matter of £ s. d. Whether the Government will or can entertain such a proposition must, we apprehend, depend upon its financial condition. We trust, however, that purely economic considerations (sometimes another name for parsimony) will not be permitted to stand in the way of so great a *desideratum*, not to say necessity, as Mr. Broughton has clearly and satisfactorily established.

RECENT DECISIONS.

EQUITY.

Resulting Trusts.

Bird v. *Harris*, V.C.J., 18 W. R. 375, L. R. 9 Eq. 204.

Where there is a devise upon trust for particular purposes which do not exhaust the whole beneficial interest, the surplus shall be a resulting trust for the heir-at-law: *Hill* v. *Bishop of London*, 1 Atk. 618. Where, however, the devise is not upon trust for, but subject to and charged with, particular purposes, the devisee shall take the surplus beneficially. *King* v. *Denison*, 1 V. & B. 260, where the devise was in fee subject to and chargeable with annuities, and Lord Eldon decided that the devisee took beneficially, is perhaps the leading case on this subject. As a general rule, therefore, where property is given subject to or charged with the performance of a duty, there is no resulting trust of the surplus for the persons who would be entitled in case of intestacy. This we say is the general rule, but there may be a context in the will that will give the words "subject and chargeable," or their equivalents, some other meaning.

In the case before us property was given to the executors "in and for the consideration" of paying the rents to A. for life. The Court held that these words meant "for the purpose of," and that when the purpose was fulfilled, there was a resulting trust of the *corpus* for the heir-at-law and the next of kin. The will, it should be observed, was rather informal, and had been drawn by the testator's medical attendant.

The case resembled *Barrs* v. *Fewkes* (13 W. R. 987), where the residue was given to the executor "to enable him to carry into effect the purpose of the will"; and the Court held that there was a resulting trust. The fact that the gift was to the executor was probably an element in the determination of both cases. In *Dawson* v. *Clarke* (15 Ves. 409), both "trust" and "charge" occurred, and Lord Eldon, from the context, concluded that the surplus was given beneficially, the burden of proof being on those who asserted the existence of a trust to show that the intention was to create a trust.

The Writ of Prohibition.

Ex parte John Batemam, V. C. J., 18 W. R. 425.

Where an inferior court is assuming a jurisdiction which does not belong to it the proper course for the party aggrieved is to sue out the writ of prohibition. The practice is settled by 1 Will. 4. c. 21, which provides that applications for the writ may be made upon affidavit only, rendering unnecessary the suggestion which, under the old practice, had to be entered as of record, containing a statement of the facts upon which the writ was asked for.

The Court of Queen's Bench is the proper origin of the writ; it being the function of that Court to limit the jurisdiction of all other courts (*Company of Horner's case*, 2 Roll. Rep. 471) except, of course, the Court of Chancery. At the present day, prohibitions issue to inferior courts from all those courts at Westminster indiscriminately. Since the passing of 13 & 14 Vict. c. 61, any judge of the courts of common law has been enabled (section 22) to hear applications for the writ in vacation as well as in term. Formerly the writ was issued only in term, and hence the practice of applying to the Court of Chancery for the writ in vacation (*Anon*, 1 P. Wms. 476). By analogy, the Court of Chancery used to grant the writ of *habeas corpus* when the courts of common law were not sitting (*Crowley's case*, 2 Swanst. 1; see Hale's "Pleas of the Crown," vol. 2, 147). It is now the ordinary practice for a judge of the Court of Chancery to grant a prohibition at any time, under the common law jurisdiction of the Court (*Re Foster*, 6 W. R. 448).

The prohibition in the case before us issued to a Spiritual Court, to restrain it from trying the right to a pew in a parish church. Questions like this are in general within the jurisdiction of the local Spiritual Court; but in the present case the right to the pew was claimed by prescription, and in such cases it is well settled that prohibition will go to the Spiritual Court, which is incompetent to deal with the points of law involved in a claim of such a character (Com. Dig. tit. "Eglise" G. III.).

Application for the writ may, it seems, be made *ex parte*, and will be granted on proper evidence, reserving to the parties affected liberty to move to dissolve the order: *Re Magor* (Turn. & Russ. 314), where the form of the writ will be found, p. 316. The Vice-Chancellor followed this precedent, though to have made an order *nisi* would, in his opinion, have been the preferable course.

COMMON LAW.

Inspection of Documents—14 & 15 Vict. c. 99, s. 6—Practice.

Cossy v. *The London, Brighton, and South Coast Railway Company*, 18 W. R. 493.

Woolly v. *The North London Railway Company* (17 W. R. 797) laid down the rule that reports made in the ordinary course of business or in the usual discharge of duty by one officer of a company to another officer or to the board of directors are not privileged from inspection under 14 & 15 Vict. c. 99, s. 6, whether made before or after litigation, and whether containing matters of fact or of opinion. If, however, reports are obtained confidentially from the officers of a company or from other persons concerning evidence or opinions with a view to litigation they are privileged, and the other party in the action is not entitled to inspect them.

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Cossy v. *The London, Brighton, and South Coast Railway Company* follows this decision, and it was also held that reports obtained by the defendants with a view to expected litigation were privileged, although no action had been commenced, or even formally threatened. The chief importance of *Cossy* v. *The London, Brighton, and South Coast Railway Company* is that it explains *Baker* v. *The London, Brighton, and South Coast Railway Company* (16 W. R. 126), a case which has given rise to some discussion.

In *Baker's case* the action was by executors for damages for the death of the testator, caused by an accident upon the defendants' railway. The defendants pleaded not guilty, and also that the testator had received £75 as accord and satisfaction for the cause of action. The defendants had sent a clerk and their medical officer to see the testator, and to negotiate with him as to a settlement of his claim. Ultimately, through these negotiations, the testator accepted £75 by way of compensation, as was alleged, for his injuries, and he died soon afterwards. In the action that followed, the Court allowed the executors to have inspection of reports made by the clerk and the medical officer to the defendants concerning the negotiations with the testator.

It has been sometimes suggested that this decision is inconsistent with the rule which exempts from liability to inspection communications made with a view to litigation. In *Cossy's case*, however, the true ground of the judgment in *Baker's case* is explained to be that the reports in *Baker's case* were not simply reports for the information of the defendants, but were evidence of an agreement between the testator and the defendants for the settlement of the testator's claim. In order to establish the plea of accord and satisfaction, the defendants must have relied on the communications between their agents and the testator, and inspection of the reports of those agents was allowed because such reports would be evidence of that agreement. On this ground *Baker's case* is distinguishable from most other cases where the rule as to privileged communications of this kind has been discussed. It should also be noticed that as the testator had died the plaintiffs might be without evidence to contradict the defendants' plea of accord and satisfaction.

As a matter of fact, there was a replication in *Baker's case* of fraud, although this is not stated in the reports of the case. The Court, in *Cossy's case*, in distinguishing that decision from *Baker's case*, rely on this replication of fraud, of which they were informed by counsel during the argument. We believe that in fact the replication of fraud was added under a judge's order after the decision as to the inspection of the reports, and, therefore, it did not influence the judgment of the court as to that inspection. The decision in *Baker's case*, seems, however, to be quite clear on the ground we first mentioned, and is quite reconcileable with the other decisions on the subject.

REVIEWS.

Hints to the Clergy in respect to Life Assurance. By the Rev. JOHN HODGSON, M.A., Secretary to the Clergy Mutual Assurance Society. London: Nichols & Sons.

This pamphlet is penned by the secretary of the Clergy Mutual Assurance Society to congratulate his clerical brethren on the success of the society in question and to recommend it still further to their favour. Mr. Hodgson says, statistics prove that clergymen on the average live longer than laymen, and has constructed a "Clergy Experience Table" from which he quotes to the effect that 500 clergymen will live 900 years longer than 500 laymen, and Mr. Hodgson's argument is that it is on this account the interest of the cloth to insure with a society restricted in the main to their profession. Mr. Hodgson is a case in point; he is now eighty-two and has been insured forty years in the society he now advocates. He refers to various statistics of which the reader may judge for himself, since this subject is foreign to our scope.

Upon the recently popular topic of insurance commissions Mr. Hodgson makes an observation to which we must take exception. In the course of his strenuous invitation to his brethren to patronise the society of which he is one of the founders, Mr. Hodgson says—"Again, many, I may say most, clergymen being about to be married assure their lives for the purpose of a marriage settlement; and whenever this is the case, unless a clergyman gives directions specially to the contrary, his solicitor will, as is usual, recommend him to make his life assurance in an office which will pay him (the solicitor) a handsome commission for so doing."

Now, a solicitor asked to recommend an office to his client, might or might not recommend one which would pay him (the solicitor) a handsome commission, but we are quite sure that, taking, as Mr. Hodgson professes to do in his statistics, the average, the solicitor would not recommend any office unless he felt he could do so conscientiously. If Mr. Hodgson's argument is good for anything, it seems that the man of law would choose an inferior office for the sake of his own emolument, which we feel assured he would *not*. It is not becoming in a clergyman to speak evil lightly of another profession, not even that "good may come."

English Law and Irish Tenure. By FREDERICK WAYMOUTH GIBBS, C.B., Barrister-at-Law. London: Ridgway.

This is an interesting and thoughtfully-written pamphlet on the great question of the day. Mr. Gibbs' view is that the law which answers well in England fails in Ireland, because not there supplemented by the usages which prevail in England. For remedy he prefers the extension of tenant right to compulsory leases, "not doubting that the introduction of leases is the goal to be aimed at, but doubting the wisdom of forcing leases on the country." He therefore supports the legislation proposed by the Government Bill of this session, both in its compensation and purchase provisions. Mr. Gibbs has gone well, but not tediously, into the history of Irish tenures and the attempts made at legislative remedies; and we can recommend this pamphlet to those who desire to see in a small compass the leading facts of the question.

COURTS.

COURT OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

April 20.—*Re Born.*

Bankruptcy Act, 1869, *ss.* 125 *and* 126—*Rule* 260—*Injunction to restrain proceedings—Joint debt.*

The debtor in this case had carried on business jointly with one Puzey. He had filed a petition for liquidation under the 425th and 126th sections of the Bankruptcy Act, 1869; and application was now made on his behalf under the 260th of the new rules for an injunction restraining certain creditors from taking any further proceedings in the actions brought by them against him.

Mr. Rosher (solicitor), in support of the application.

Nicholson, for one of the creditors at whose suit an action was pending, pointed out that the debt in respect to which the action had been brought was a joint debt due from the debtor and Puzey. The writ had been served upon the debtor alone, Puzey being out of the way, and it was contended that the Court ought not to stay an action against the two jointly, otherwise the creditor's right against Puzey would be prejudiced.

The CHIEF JUDGE said that if the parties were joint debtors it was impossible that the proceedings could be stayed upon a petition by one debtor alone.

Mr. Rosher said that, under existing circumstances, the debtor Puzey could not make the application. He stated that the partnership between the parties had been dissolved, and he only asked for an order restraining the proceedings as against the one debtor.

The CHIEF JUDGE.—I am asked to make an order restraining the proceedings against one debtor, who is admitted to be jointly indebted with another. That is unreasonable and unjust; the debt cannot be severed or divided. The application must be refused, but without costs.

Solicitor for the creditor, *A. Watson.*

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Re Groyun.

Bankruptcy Act, 1869, *ss.* 125 & 126—*Inaccuracy of list of creditors—Practice.*

Mr. Dalton Miller (solicitor), for the debtor, who had filed a petition for liquidation, applied for the direction of the Court upon the refusal of Mr. Keene to register a resolution of creditors come to at a meeting appointed for that purpose.

It appeared that, in consequence of an inadvertence, the names of some four of the creditors of the debtor had been omitted from the list, but the error had been rectified to some extent by notice being served upon them by the solicitor; and it was alleged that two of the creditors whose names had been omitted attended the meeting and proved their debts, and that the other two had declined to take any trouble in the matter or to prove their debts.

Mr. Miller applied for leave to register the resolution, notwithstanding that the three days allowed by the rules for that purpose had expired, the same having been lodged in due time, with leave to amend the accounts; or, in the alternative, for the appointment of another meeting of the creditors. He stated that when the resolution was laid before the registrar he declined to receive it on the ground that notice had not been given by the proper officer of the first meeting of creditors, and he referred the debtor to this Court. He cited *Re Rogers*, 14 *Sol. Jour*, 453.

The CHIEF JUDGE said the debtor must follow the practice indicated by the case cited, and give proper notices before he could hold a valid meeting or base upon it any valid resolution of creditors. It would be a mischievous thing to introduce the loose practice of giving notice by any person other than the proper officer for that purpose. An amended list of creditors must be furnished to the registrar, and, that being done, the notices would be given and the meeting held. Then the proceedings would go on in proper form.

Order accordingly.

COUNTY COURTS.

GREENWICH.

(Before R. J. CUST, Esq., Deputy Judge.)

April 6, 13.—*Sims* v. *Cowan.*

Church Building Acts—Parish Clerk's Fees.

The parish clerk of the mother church is entitled to receive the clerk's fees on marriages solemnised in a district chapelry.

This was an action brought by the parish clerk of the parish of Greenwich against the vicar of the district chapelry of St. John the Evangelist in the same parish to recover the clerk's fees on certain marriages which had been solemnised in the district chapelry.

The vicar admitted having received the fees in question, but disputed the right of the plaintiff to take them, on the ground that by the formation of the district chapelry the fees had been transferred to the clerk of the district chapelry. The statutes on which the question turned are fully stated in the judgment.

The plaintiff appeared in person.

Mr. James, for the defendant, put in the Order in Council dated 30th January, 1868, by which the district chapelry was constituted.

April 13.—Mr. CUST.—The plaintiff in this case is the parish clerk of St. Alphege, Greenwich, and he sues the defendant, who is the minister of the district chapelry of St. John the Evangelist, at Blackheath, in the same parish, for the sum of £3 19s. 6d., being the amount of certain fees received by the defendant on behalf or for the use of the clerk of the above named district chapelry in respect of marriages solemnised in the church of St. John the Evangelist between the 2nd of April, 1868, and the 31st December, 1869. The action is brought to try the right of the plaintiff to receive the customary clerk's fees on marriages solemnised within the district chapelry, and it is admitted for the purposes of the action that the fees claimed have been actually received by defendant. It is also admitted that the fees in question are the usual fees which the clerk of St. Alphege has always been entitled to in respect of marriages solemnised in that parish. Unless, therefore, it can be shown that the right to receive these fees has been extinguished or transferred to some other person, that right will remain vested in the plaintiff. The district chapelry of St. John the Evangelist is a new district formed out of the parish of St. Alphege by an Order in Council dated the 30th of January, 1868, and expressed to be made in pursuance of the statutes 59 Geo. 3, c. 134, 2 & 3 Vict. c. 49, and 19 & 20 Vict. c. 25. The above Order in Council, after reciting a representation by the Ecclesiastical Commissioners that it would be expedient that a certain part of the parish of St. Alphege should be assigned as a district chapelry to the church of St. John the Evangelist, and that it would be expedient that banns should be published, and that marriages, baptisms, and christenings should be solemnised or performed in such church, and that the fees to be received in respect of the publication of such banns and of the solemnisation or performance of the said offices should be paid and belong to the same church for the time being, her Majesty was pleased to ratify the same representation and to order and direct that the same should be effectual in law from the time when the said Order should be published in the *London Gazette*. The above Order was duly published in the *London Gazette* on the 31st January, 1868, and the marriages in respect of which the fees now claimed have been received have been solemnised since that date. The queston, therefore, is whether the effect of the above Order in Council has been to take away from the plaintiff the right to receive the fees in question. The Order in Council is founded upon and derives its validity from the statutes therein recited, of which the only one which is material to the present question is the statute of 59 Geo. 3, c. 134, passed in the year 1819, to amend and enlarge the provisions of the statute 58 Geo. 3, c. 45, passed in the preceding year. The above Acts provided three modes by which populous parishes might be divided. Under the 16th section of the Act of 1818, the parish might be divided into two or more distinct and independent parishes, in which case the tithes were appropriated between the two ministers. Under the 21st section of the same Act a parish might be divided into ecclesiastical districts, to be called district parishes, in which case the tithes remained with the incumbent of the mother church, and under the 16th section of the Act of 1819 a portion of a parish might be assigned to a church or chapel, in which case it was to be called a district chapelry, and served by a curate, but subject to the control of the incumbent of the mother church. In the two former cases the minister's fees were transferred, subject to existing interests, to the incumbents of the new division or district. In the third case it is provided by the 16th section of the Act of 1819 that the Commissioners shall determine whether any and what part of the fees shall be assigned to the curate of the district chapelry. The above provisions relate only to the minister's fees. It is, however, provided by the 10th section of the Act of 1819 that when "a parish shall be divided under the provisions of the said recited Act, or this Act, all fees, dues, profits, and emoluments belonging to the parish clerk or sexton respectively of any such parish, whether by prescription, usage, or otherwise, which shall thereafter arise in any district or division of any parish divided under the provisions of the said recited Acts, shall belong to and be recoverable by the clerks and sextons respectively of each of the divisions respectively of the parish to which they shall be assigned in like manner, in every respect, and after the same rates, as they were before recoverable by the clerk and sexton of the original parish." The above section, however, only applies to cases where a parish has been divided under the provisions of one of the above Acts, and the fees referred to are described as the fees to arise in the district or division of the divided parish. The fees in the present case arise in a district chapelry formed under the 16th section of the Act of 1819. The question is whether the 10th section of the Act of 1819 extends to the case of such district chapelries. I think it does not. The district chapelry was not intended to be a division or independent district, but was to remain subject to thecontrol of the incumbent of the mother church, and to be served by his curate, who was to receive only such part of the fees as the Commissioners should assign to him. As, therefore, the curate of the district chapelry was not intended to receive the minister's fees except so far as they might be allowed to him, and no provision was made for the allotment of the clerk's fees, it must be presumed that the Legislature did not intend to deal with the clerk's fees in such cases. It was not intended to give to the minister of the district chapelry any independent existence, and it is not probable, therefore, that the clerk would be placed in a better position. The position of the minister of a district chapelry, formed under the 10th section of the Act of 1819, has been much improved by some of the recent Church Building Acts; but so far as I can ascertain by examining the Acts there are no provisions giving the clerks of district chapel-

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ries any right to fees. The statute 7 & 8 Vict., c. 70, s. 10, contains certain provisions as to clerk's fees in the case of consolidated chapelries formed under 6th section of the Act of 1819, but these consolidated chapelries are wholly distinct from district chapelries, like the one now under consideration. I may mention here that the statute 19 & 20 Vict., c. 104, s. 12, which was cited by the plaintiff, has reference only to districts formed under the Acts known as Lord Blandford's Acts, and has no operation in respect of districts formed like the present one under the Church Building Act. A question very similar to the present came under the consideration ot the Court of Exchequer in the case of *Roberts* v. *Aulton*, 2 H. & N. 432, in which the Court adopted the above construction of the 10th section of the Act of 1819; and I am therefore able to refer to the above case as an authority for my decision. As, therefore, it is conceded that but for some statutory enactment to the contrary the plaintiff would have been entitled to the fees now claimed, and it does not appear that they have been by any statutory enactment either extinguished or transferred to any other person, I must hold that the right to receive them remains in the plaintiff, and that he is entitled to judgment for the amount claimed.

WEST INDIAN INCUMBERED ESTATES COURT.

WESTMINSTER.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

Dec. 3, Feb. 25.—*Re Eales; Ex parte Eales. The Longville Estate.*

A mortgagee who succeeds to a moiety of the estate as heir-at-law may retain his status of mortgagee as against subsequent incumbrancers.

In this case, the Longville estate, in the Island of Jamaica, containing 2,000 acres, with the live and dead stock thereon, had been sold under an order of the Commissioners for £1,820, and the schedule of incumbrances now came on for settlement. The estate formerly belonged to Christopher Thomas Eales, who, on the 19th of May, 1865, mortgaged it to John Roberts to secure £900. In April, 1866, Roberts having become embarassed, made an assignment for the benefit of his creditors; and, on the 22nd of December, 1865, the above mortgage was assigned by Roberts' trustees to Christopher Eales, father of the above-named Christopher Thomas Eales.

On the 27th of June, 1865, Christopher Thomas Eales conveyed one moiety of the estate to George Turland; and on the 2nd of December, 1866, he died, leaving his father, Christopher Eales, his heir-at-law under the Jamaica statute, 3 Vict. c. 34.

Christopher Thomas Eales died in Jamaica, his father, Christopher Eales, being at that time in London, and the news of the death of Christopher Thomas Eales did not reach his father until after the date of the assignment of the mortgage. Christopher Eales took possession of the estate immediately after the date of the assignment, and expended considerable sums in its cultivation and management; and he claimed to hold the estate as mortgagee and to add the amount he expended to his mortgage. Two adverse claims had been filed, one by William Drummond Jones, who claimed as consignee, and one by William Samuel Paine, who claimed as a mortgagee of forty head of cattle, but Paine's mortgage was subsequent in date to that of Christopher Eales.

It was objected that the position of Christopher Eales as being owner of a moiety of the estate precluded him from charging against subsequent incumbrancers anything beyond the principal and interest due on his mortgage.

Archibald Smith, for Christopher Eales, contended that the accident of his being, by the death of his son, become heir to one-half of the estate, that circumstance not being known to him at the date of the transfer, did not deprive him of the rights of a mortgagee in possession, and that he was entitled to adopt whichever position he found most beneficial to himself. He cited *Toulmin* v. *Steere*, 3 Mer. 210; *Davis* v. *Barrett*, 14 Beav. 542; *Richards* v. *Richards*, Johns. 754; *Otter* v. *Lord Vaux*, 6 D. M. & G. 634. He disputed the claim of Jones, the consignee, on the ground that there was another consignee acting at the same time.

G. S. Airey, for Jones, the consignee.

Smith Guscotte and *Wadham*, for Paine, the second mortgagee.

Mr. FLEMING, Chief Commissioner.—I reserved my judgment in this matter in order more fully to consider the various points so ably and fully urged by Mr. Archibald Smith, but such further consideration has only tended to confirm the views which I entertained at the hearing, and to satisfy me that Mr. Jones, as the last consignee, ought to be placed at the head of the incumbrancers. Mr. Archibald Smith did not reopen the question so often debated in this Court, and he admitted the general right of a consignee to priority over ordinary incumbrancers, but he denied that Mr. Jones was a consignee, or at least such a consignee as to entitle him to priority. Mr. Jones claimed to have acted as consignee in the year 1866, and sought to be placed on the schedule in regard to the balance due upon his accounts for that year. Mr. Archibald Smith, for the petitioner, contested his title upon two grounds: first, that Mr. Roberts was consignee until his bankruptcy in April, 1866, and that there could not be two consignees of the same estate; and secondly that Mr. Roberts' mortgage deed contained a provision by which the owner agreed to consign all the sugar grown on the plantation to him. There was no evidence before the Court to show that any moneys were supplied for the estate by Mr. Roberts during the three first months of 1866, although I was informed that the petitioner was in a position to establish that some payments had been made. I, however, considered it unnecessary to give evidence of that fact, as my decision could not be affected by it. I do not upon principle see any objection to two persons acting as consignees of the same estate at the same time, and the case of *Simond* v. *Hibert* (1 R. & M. 719) establishes that there is no objection in law. In fact, cases might arise in which it would be absolutely necessary to employ two consignees, as if the acting consignee became from embarrassments unable to furnish the supplies, the cultivation of the plantation could not be continued unless another consignee were employed; and I must say, considering that Mr. Roberts failed in April, 1866, something of the kind appears to me to have occurred in the present case, even if some payments were made early in 1866, as it is highly improbable that Mr. Roberts, on the eve of bankruptcy, could be in a position to furnish the necessary supplies, or that Mr. Eales would, without ample cause, have sought the aid of a fresh consignee.

Mr. Archibald Smith urged that many frauds might be carried on if the contemporaneous employment of two consignees were allowed. Such no doubt might be the result, and when a case of that description arises we must deal with it, but we are not to presume fraud; and no fraud is alleged on the present occasion. I think, therefore, on the authority of *Simond* v. *Hibert*, and the practice of this Court, that Mr. Jones is entitled to priority in respect of so much of his debt as arose in and after April, 1866; and in regard to so much of his debt as arose been January and April to stand rateably with the petitioner as to any sum which the petitioner can prove to be due to the estate of Mr. Roberts for the advances beyond his receipts which he made during those three months; and if no sum be found due to the estate of Mr. Roberts on account of transactions during that time, then to priority for the whole of his debt.

The covenant in the mortgage deed was the personal covenant of the mortgagor, and there can be no doubt that it might have been enforced against him, and that previously to Mr. Roberts' bankruptcy Mr. Roberts might have restrained the mortgagor from making consignments to any other person, but the covenant did not bind the estate, did not prevent a stranger from acting as consignee, nor prejudice his rights, as against the estate, for the supplies which were necessary for the maintenance and upholding of the estate, and in my opinion it cannot affect the rights of Mr. Jones. Similar covenants are usual in mortgages of West Indian estates, but this Court has not allowed them to destroy the claims of consignees, unless fraud or special circumstances were established against the consignee. Therefore on neither ground urged by Mr. Archibald Smith can I refuse to give effect to Mr. Jones' claim.

With regard to the question as to the second mortgage upon the live stock I am clearly of opinion that it cannot be supported as against the prior mortgagee. The second mortgage was made nearly five years before the sale, and was a mortgage affecting forty head of cattle all then living and marked with a particular brand, and giving no right as against their progeny, nor as against any cattle substituted for them. No evidence is before us to show that any of the forty were living at the time of the sale, or were included in the ninety cattle sold with the estate; nor if there were, as each animal sold varied in value from the other, do I see any

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means by which it would be possible for this Court to apportion the purchase money. Irrespective, however, of this very serious difficulty in the way of the second mortgagee, I think that he has no equity against the first mortgagee. So long as any portion of the debt and costs due to the first mortgagee, or of the moneys properly expended by him in the maintenance and cultivation of the estate remains undischarged, a second mortgagee has no equity. His equity to marshal lies not against the prior mortgagee but against those who have title to the property left untouched when that mortgagee realised his mortgage security. So long as any part of the debt due to the first mortgagee remains unpaid the equity which allows marshalling in favour of a second mortgagee does not arise. It was not disputed before me that the petitioner held the estate as mortgagee, and not as heir to his deceased son. It is clear, I think, upon the evidence that he elected to take as mortgagee. It was his interest to hold under that title, and the cases quoted by Mr. Archibald Smith appear to establish that he was entitled to insist upon his right to make the election, and he has petitioned this Court as mortgagee. It is, therefore, my opinion that the petitioner is entitled to charge against the estate not only the mortgage debt, interest, and costs, but also all sums properly expended by him as the mortgagee in possession of a West Indian estate, and it must be referred to chambers, if the parties differ, to take the petitioner's accounts upon the footing of this declaration.

I shall therefore direct that, as between Mr. Jones and the petitioner, Mr. Jones be placed in priority on the schedule; and as between the petitioner and Mr. Paine, that the petitioner be placed in priority in respect of all sums due to him for principal, interest, and costs on his mortgage security, and for all sums properly disbursed by him for the cultivation and maintenance of the plantation whilst he was mortgagee in possession. If after taking the accounts and paying all the charges upon the schedule prior to the petitioner's debt, it shall appear that any balance of the purchase-money remains, I shall reserve liberty to Mr. Paine, should he be so advised, to again bring forward his claim. I now merely decide that the first mortgagee is entitled to priority over him in regard to all the sums in respect of which I direct him to be placed on the schedule.

APPOINTMENTS.

Mr. John Archibald Russell, Q.C., Judge of the Manchester County Court, has been appointed a magistrate for the county of Lancaster. Mr. Russell, who was born in 1816, was educated at the University of Glasgow, where he graduated B.A. in 1835, and LL.B. in 1851; he was called to the bar at Gray's-inn in November, 1841, and was appointed a Queen's Counsel in February, 1868, being soon afterwards elected a bencher of Gray's-inn. While practising at the bar, he was a member of the Northern Circuit, and was appointed Solicitor-General for the County Palatine of Durham in May, 1862. In May, 1865, he was nominated Recorder of Bolton, which office he held till March, 1869, when he was appointed to succeed the late Mr. Ovens as Judge of the Manchester County Court, when he also resigned the Solicitor-Generalship of Durham.

Mr. James Bryce, barrister-at-law, of the Northern Circuit, has been appointed Regius Professor of Civil Law in the University of Oxford, in succession to Sir Travers Twiss, Queen's Advocate, resigned, having held the professorship since 1860. Mr. Bryce was originally a scholar of Trinity College, Oxford. In 1861 he gained one of the Gaisford prizes for Greek verse, his poem being entitled "The May Queen." In 1862 he graduated B.A. at Oriel College, of which institution he afterwards became a fellow, and in that year received the Chancellor's prize for the Latin essay. He also received the prize for the Arnold historical essay in 1863, the subject being "The Holy Roman Empire." Mr. Bryce was elected Vinerian Law Scholar in December, 1861, and Craven Scholar in 1862. He was called to the bar at Lincoln's-inn in June, 1867.

Mr. Henry Meredith Plowden, barrister-at-law, has been appointed by the Viceroy of India to officiate as Advocate and Legal Adviser to the Government of the Punjaub; while Mr. H. S. Cunningham acts for Mr. Boulnois as Judge of the Chief Court at Lahore. Mr. Plowden was called to the bar at Lincoln's-inn in June, 1866.

Mr. John Luskey Coad, solicitor, of Liskeard, Cornwall, has been appointed Deputy Coroner for the Liskeard District, and the appointment has been approved by the Lord Chancellor. Mr. Coad's certificate as a solicitor dates from Hilary Term, 1850.

Mr. John Parkinson Ffinch, of Barnstaple, Devon, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Devon.

GENERAL CORRESPONDENCE.

The Land Transfer Bill.

Sir,—In considering the Lord Chancellor's bill for conveyancing reform, it should be distinctly understood what it is that the public wants. Is it indefeasibility of title, or is it better security against secret conveyances, or is it simply increased facility of transfer? The whole profession, I think, will agree that it is the last of the three that is really wanted, and that the other two, although they might not be rejected, were they to be had for the asking, are looked upon really with great indifference.

I believe with you, Sir, that the remedy required is not to be found in the Lord Chancellor's bill, nor do I think myself that it will be found in any system of registration whatever, even though there be a "Master of Registry" to conduct the proceedings.

If I were myself the Lord Chancellor, with the weight of a powerful Government at my back, what I should propose, I think, would be something as follows:—

1st. I would compulsorily abolish all copyhold tenure.

2ndly. Without waiting for the Digest Commissioners, I would have prepared at once a code of conveyancing, or perhaps I should say of real property law.

3rdly. I would urge the use of precedents such as we see employed by the lawyers of other countries—notably perhaps the French—which are concise, if I mistake not, both because the language employed is terse and to the point, and because a well-arranged code of law supplies what would otherwise have to be expressed in the deed.

When we consider that long drafts lead to long copies—to long perusals—to long engrossments—to long abstracts of title—to long fees to counsel, and so on to long drafts again, we may easily see one reason at least why conveyancing is dear, and how it is to be cheapened. E. S.

The Temple Church.

Sir,—Could the shade of Charles Lamb revisit the scenes of his earlier years and see the upheaving of the Temple Gardens, the gorgeous building which now replaces the simple hall where the Inner Templars were wont to dine, and the other changes which time and progress (have our teachers actually become infected with it?) have produced, I am afraid he would not have been content with the mild rebuke which he administered to those who had removed his favourite winged horse and the frescoes from the end of Old Paper-buildings. However, the requirements of the times may have rendered necessary the changes which are now going forward, although it may occur to unsophisticated observers that a portion of the enormous sum spent in the rebuilding of the Hall might not inappropriately have been disposed in providing chamber accommodation for the numbers of members unable to find a place to put their heads into. But a Vandal has been at work in the Temple Church, and let us have no mercy upon him. In that church, to which no more appropriate epithets could be applied than "simple, erect, austere, divine," are now to be seen, along the centre, a range of flimsy brass candelabras, totally out of character with all the rest of the building. They strike the eye the moment it is turned to the interior of the church, and to those who sit in the stalls they are peculiarly offensive, because they stare you in the face with their brazen impertinence. From the simple bronze candlesticks (perhaps not very handsome) which line the stalls the eye travels to these audacious monsters which rear their heads in defiance of all taste and decency. I wonder the effigies of those venerated Templars who lie under the Norman roof do not arise from the ground and hew them down with their massive swords. As ornaments for a new church, or perhaps for St. Alban's, they might have been well. Chandeliers of a somewhat similar character look not inelegant in the Middle Temple Hall; but it is a dining-hall. In the Temple Church, sombre and severe, they are simply offensive.

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Who that saw the church of Notre Dame at Paris before its recent meretricious ornamentation has not deplored the loathsome Vandalism which has made it like a music-hall? In La Sainte Chapelle gorgeous decoration is in keeping with the place. Must the Temple Church be allowed to be defiled? From an uneducated body of men monstrosities of taste may be expected, but not from the governors of men of education and of educated tastes. It may be wrong to set up a standard of taste, and say that one thing is in good taste, the other in bad; but most educated persons are ready to admit its propriety, and surely the benchers of the Temples ought to be the last to set it at defiance.

Temple, April 20. A BARRISTER.

ASSURANCE COMPANIES AND THEIR AMALGAMATIONS.

Sir,—Your correspondent "A Barrister" has again taken up his pen, and as the question raised is an important one and he seems still to differ from my views, I will venture to send a few observations in reply. I am sorry that he should begin by cavilling about words, which generally does not add strength to a case. When I said "is there any difference in the case of a policyholder who has *not entered into any new contract*" it is clear by the context that what I meant was no new contract other than such as may be assumed by the payment of premiums, which is the question and the only question between us. This is a question which affects all policyholders, and unless they succeed upon this they have not a leg to stand upon. The discussion of any other questions which depend upon particular facts and circumstances must be argued with reference to those facts and circumstances, and it would, therefore, be futile to discuss them. I will not then meddle with the cases where deeds of settlement contained powers of transfer, as in the case of *Re Waterloo Assurance Company*. He then proceeds to say that, admitting the payment of the premiums *not* to be a novation, the payment of a premium to another company by direction of the insurers, will not, as against the former company, prevent a lapse. He means by this, I presume, prevent a forfeiture of the policy. But here again he does not look at both sides of the case. If the time for payment arrived whilst there was an office open where the premium could be paid, a forfeiture would no doubt occur; but is "A Barrister" prepared to contend where the doors of an assurance office have been closed and no person appointed to receive the future premiums on its policies, or attend to the winding up of its business under the dissolution clause of the settlement, that any court would hold that a company, having broken its contract by closing its doors in this way, and preventing the doing of the very act complained of, can maintain that the policyholder has forfeited his contract by non-payment of premium? The effect surely could only be at most that the company, having broken its contract, must be liable in damages for such breach at that date, and, if your correspondent's view be correct, that anything founded on an *ultrâ vires* deed would be void, the money subsequently paid by the policyholder would be simply thrown away, except so far as it might be recoverable from the amalgamating company for money paid under a false representation, or from the directors who improperly induced the policyholder to pay the premiums to the other company. There can be no doubt that a company, whose deed contains a proper dissolution clause, can appoint another company to wind up its affairs: the impropriety is in transferring or selling its assets, amongst other things, the future premiums on its policies. But why is a policyholder to assume that the company had done more than it had power to do? The Lord Chancellor says on the appeal motion upon the winding up of the Family Endowment Society:—"In order to prove the acquiescence of a *creditor* to the change of his debtor, he must be assumed to have satisfied himself that the substitution could be legitimately made, an assumption in the largest degree improbable." If the appointment be merely an appointment of the amalgamating company as agent no question arises, but if it be more than this, and what the company had not any authority to do, then a fraud has been committed by the directors to mislead their policyholders, for which they might also be subject to an action or a suit by the policyholders. Your correspondent also makes some observations that every policyholder must have known what was doing. I can assure him *as a matter of fact* that at the time of the amalgamation of the Family Endowment Society I was in the active practice of my profession, and I was astounded when I read the circular intimating that the arrangement had taken place. Had I known of it whilst in progress, I would not have suffered a day to go by before a bill had been upon the file. If it were intended to interfere with my rights, why was not direct notice given to me of what was proposed to be done? I leave the inference to your correspondent. As to the case of *King* v. *Accumulative Life Fund* I think your correspondent is wrong as to the effect of it. The same thing was done in that case as in the case of the Family Endowment Society—arrangements had been made for the amalgamating company to receive future premiums.

Your correspondent still refers to the refusal of the company to accept the premium being a ground of action. I suppose he does mean to contend that the closing of the doors of the company is not such a refusal, and that it is necessary to hold a conversation with the door-posts. If the closing of the doors be a refusal, assuming that the case of *King* v. *Accumulative Life Fund* does not interfere with the right to bring an action until the debt becomes due, or the company having to pay refuses or becomes unable to pay, also assuming that the appointment of the company to receive the premiums was not a proper one, which would have been a different matter for him, the policyholder, to determine, he might have brought an action.

But now, let us come to the real point at issue, whether the mere payment of a premium to any office nominated by the amalgamated company is to imply, not only a new contract with the company to whom the premiums are paid, but an altered contract with the amalgamated company discharging it from its liability. This I believe to be a case of *primæ impressionis*, for no cases until save recently decided can be found to justify such an implication, the cases relating to ordinary partnerships having been held by the Lord Chancellor not to apply to a case of this sort. This being so, upon what principle of law or justice is such an assumption to be made? Where a person enters into an agreement without details, it perhaps may be implied that he assents to everything which is necessary for carrying it out; but what implication is there that he has assented to something not named in the contract, and which is not necessary to the carrying it out? As before observed, the contention of the contracting company is not only that the policyholder has entered into a new contract with the amalgamating company by making the payment of his future premiums to that company at the request of the contracting company, but that he has also agreed to release the contracting company from its liability to pay. Now, the arrangement made by the amalgamated company for paying the premiums to the amalgamating company and completing the whole transaction with that company can be easily carried out, leaving the amalgamated company liable to pay its own debts if not paid by the other company; and why is the Court to assume that the contract contains any such understanding where nothing was mentioned upon the subject by either party, and the party wishing to take advantage of the release has not stipulated as he might have done that he should be released? For, although the creditor was not a party to the deed, it might have been provided that the amalgamating company should not receive the premiums from the policyholder unless he consented to discharge the amalgamated company. The omission of such a stipulation leads to an inference directly contrary to its being part of the contract. But even assuming that a policyholder has knowledge of the whole of the contents of the deeds at the time, what is there even then from which it may be inferred in a deed to which he is not a party that it was intended that he should release his debtor? By the deed the debtor makes an arrangement with some other person to take his assets and liquidate his liabilities, and takes a covenant from him to indemnify him in case he should be called upon to pay any of those liabilities. Upon the face of this arrangement the inference is that the debtor was still to remain liable; otherwise why the indemnity? At all events there is nothing in such a covenant from which it is to be implied that the debtor is to be released by his creditor. Lord Justice Giffard says, "it was incumbent on those who desired that the old contract should be superseded by a new one to make proposals to that effect or take steps for that purpose, but they forbore or neglected to do so."

In the case of a lease, the lessee covenants with the lessor to perform the covenants, he assigns the lease and takes an indemnity from his assignee against the covenants; the lessor receives the rent and otherwise deals with the assignee

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as tenant, but this does not discharge the lessee from his covenants if unperformed by the assignee. In the case of a sale of an equity of redemption, the purchaser covenants to indemnify the vendor against his, the purchaser's, covenant to pay the mortgage money, the mortgagee receives the interest on his mortgage money from the purchaser, but he does not, therefore, release the purchaser (his mortgagor) from his covenant to pay the mortgage money if not paid by the vendor (the assignee).

In conclusion, I do not see why it should be unjust that shareholders under disability, or persons claiming the estate of deceased persons, should be called upon to meet their liabilities, in these cases more than in any other cases, which arise from the nature of the engagement into which the person under whom they claim entered into.

ANOTHER POLICYHOLDER IN AN
18th April. AMALGAMATED COMPANY.

OBITUARY.

MR. ROBERT WILSON.

The death of Mr. Robert Wilson, senior member of the firm of Wilson, Bristowes, & Carpmael, of Copthall Buildings, Throgmorton-street, at the premature age of fifty-seven, demands special notice in the *Solicitors' Journal*. He was on many accounts a very distinguished ornament of the profession, and for some years, though too few, was a valuable and highly respected member of the council of the Law Institution. Independent in judgment and strong in his convictions, he was uniformly courteous and impartial, and endeared himself to those whose privilege it was to act with him by the happy combination of a clear and vigorous intellect with sincere respect for the opinions of others. His single aim seemed to be to find out the truth and to abide by it.

Mr. Wilson from an early period of his professional life advocated with great skill and ingenuity a system of land transfer, having for its disinterested object the reduction of expense connected with the transfer of land, and the simplification of titles. He was a very laborious and valuable member of the Royal Commission of 1853, on the registration of titles, and though he was not able conscientiously to concur in the report of that Commission, he rendered important service to it, and his colleagues, among whom were Mr. Spencer Walpole, Sir Joseph Napier, late Lord Chancellor of Ireland, Lord Westbury, then Attorney-General, and Mr. Lowe, now Chancellor of the Exchequer, in recognition of their obligations to him, concluded their report of 1857 with the following tribute :—

"We are reluctant to conclude this report without expressing our regret that it has not received the concurrence of one of the commissioners who is known to have given much attention to the subject of registration, and who has embodied his opinions in a plan, to which we have already referred. While, however, we acknowledge that our report would have derived additional authority had he felt himself at liberty to affix his name to it, we have the satisfaction, not only of knowing that we have not failed carefully to examine the proposals which he has laid before us, though unable in the result to adopt them, but also that we have had the aid of his deliberations and suggestions in maturing our views and recommendations, even where they differ from his own."

MR. S. EVANS.

The death of Mr. Samuel Evans, solicitor, of Newtown, Montgomeryshire, took place on the 11th of April, after a long illness. The late Mr. Evans, who was in his sixty-third year, took out his attorney's certificate in Trinity Term, 1843.

MR. C. S. HOGG.

The late Mr. Charles Swinton Hogg, barrister-at-law, and Administrator-General of Bengal, who died at Calcutta on the 16th March, was the second son of Sir James Weir Hogg, Bart. (who was registrar of the Supreme Court of Calcutta previous to 1833, and is now a member of the Indian Council), by the second daughter of Samuel Swinton, Esq., of the Bengal Civil Service. Mr. C. S. Hogg was born in 1824, and was called to the bar at the Inner Temple in May, 1849; he was formerly a member of the Home Circuit, and practised at the Kent Sessions. He afterwards proceeded to Calcutta, and received the lucrative appointment of Administrator-General, and was also Official Trustee to the High Court of Bengal.

MR. F. J. WISE.

Mr. Frederick James Wise, solicitor, of March, Cambridgeshire, expired at that place on the 9th April, in the fifty-eighth year of his age. The deceased gentleman, who was the senior partner in the local firm of Wise & Dawbarn, took out his certificate as a solicitor in Hilary Term, 1841, and was a member of the Incorporated Law Society.

MR. R. WHALL.

Mr. Robert Whall, solicitor, of Chesterfield, Derbyshire, died suddenly in his office, while transacting some legal business, on the 9th of April. Mr. Whall, who was in his fifty-fourth year, was certificated in Hilary Term, 1840, and carried on business both at Chesterfield and Dronfield. He was formerly in partnership with Mr. E. L. Darwin.

MR. J. E. POWLES.

The death of Mr. John Endell Powles, solicitor, of Monmouth, took place at his residence (Castle Villa) in that town on the 7th April, at the age of fifty-eight years. The late Mr. Powles was certificated as a solicitor in Easter Term, 1843, and was in partnership with the late Mr. Alfred Evans, whose death was recently announced. He held the position of alderman of Monmouth for nearly sixteen years, and filled the office of mayor of that borough for three successive years—namely, from 1852 to 1854. Mr. Alderman Powles was a member of the Solicitors' Benevolent Association.

MR. ADAM RIVERS STEELE.

Mr. A. R. Steele, of Gray's-inn, barrister-at-law, died recently at his residence at Cricklewood, Middlesex. Until a very few years preceding the date of his death Mr. Steele had practised in the other branch of the profession. Mr. Steele was articled to the late Mr. Alderman Harmer in the year 1832, and on his being admitted an attorney in 1837, joined that gentleman in business under the style of Harmer & Steele, but in 1842 Alderman Harmer retired from business, and Mr. Steele from that time practised alone, being afterwards joined by two of his sons. In 1866 he retired from the solicitor's branch of the profession, and was called to the bar at Gray's inn, last year. Mr. Steele had no intention of regularly practising as a barrister ; he appeared, however, in a few cases in which his own firm had been concerned, and which from having himself commenced he felt an interest in working out to the end. He had appeared in one of these cases (*Secretary of State* v. *Underwood*) on appeal in the House of Lords only a few weeks before his death. Mr. Steele was much respected in the profession, and will long be remembered by many as the generally successful defender of many celebrated actions for libel against the *Weekly Despatch*, the *Sun*, and other of Mr. Harmer's papers, in which the plaintiffs were public characters or titled persons.

At a recent meeting of the St. George's, Hanover-square, Ratepayers' Defence Association, Dr. Appleton said it was scarcely necessary to point out the desirability of the clerk to the magistrates in petty sessions being a gentleman of legal experience. The clerks to the police magistrates were invariably lawyers, and if the necessity exists in a court where the magistrates were gentlemen of experience, it was doubly essential in the case of the magistrates who sit in Mount-street, the majority of whom knew nothing whatever of legal matters. It was also the custom in other districts to employ a legal gentleman in that capacity, and he could not conceive why an important parish like St. George's, Hanover-square, should be treated in a different manner to the rest of the metropolis. The emoluments derived from the office were ample to induce a gentleman of experience to accept it, which he felt quite satisfied would bring about a very beneficial change. After some further remarks it was resolved that the secretary be instructed to write to the clerk of the Middlesex magistrates, expressing a hope, on the part of the association, that when a successor is appointed to Mr. Chappell, they will give the parishioners the advantage of a clerk who has had a legal education.—*Courier*.

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ADMISSION OF ATTORNEYS

NOTICES OF ADMISSION.

Easter Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BENT, FREDERICK.—Samuel Field, Liverpool.
BROWNE, ARTHUR (articled as William Arthur Brown).—M. and H. Brown, Nottingham; George P. Allen' Manchester.
EDGAR, ROBERT ASHBURN.—Daniel Boote, Manchester.
FRANCIS, THOMAS DUNKIN.—Henry D. Francis, 7, Cannon-street, City.
GREVILLE, ARTHUR EDWIN.—John H. Hearn, Ryde.
GODFRAY, HUGH CHARLES.—Ebenezer Foster, Cambridge; Philip S. Knowles, Cambridge.
HUBBARD, HENRY SEYMOUR.—Charles Frederick Mayhew, 10, Barge-yard-chambers; Frederick Stanley, 22a, Austin-friars.
HUGHES, THOMAS BRIERLY.—John Wilson, Congleton.
KEMP, THOMAS.—Richard Child Heath, Warwick.
MARRIOTT, JAMES PARKE.—William R. Holland, Ashbourne.
MARSDEN, JOSEPH DANIEL, JUN.—Joseph Daniel Marsden, 59, Friday-street; James William Hamilton Richardson, Leeds; James Heelis, Manchester.
MOORE, EDWARD, JUN.—William Hayes, Halesowen.
PHILLIPS, WILLIAM.—Thomas Griffiths, Bishop's Castle, Salop.
RUMBLELOW, WILLIAM MERRICK.—Merrick B. Bircham, Fakenham; Thomas Stephens, Essex-street, Strand.
STEAVENSON, ERNEST CARTWRIGHT.—William Gribble, 12, Abchurch-lane.

The Last Day of Easter Term, 1870.

BAGNALL, WILLIAM.—William Brown, Stafford.
BENSON, THOMAS GEORGE.—A. C. Sharland, Tiverton.
BLAKE, CHARLES.—H. J. Davis; G. Blakey; W. J. Lloyd, Newport.
BRADSHAW, CHARLES.—J. T. Brewster, Nottingham.
CARLILL, BRIGGS.—B. B. Jackson, Kingston-upon-Hull.
COX, HENRY PONTING.—E. J. Hayes, Wolverhampton.
CURTIS, WILLIAM.—G. M. Wetherfield, 2, Gresham-buildings; J. P. May, 2, Princes-street, Spital-square.
DEAN, CHARLES FREDERICK.—John Taylor, Bradford.
DE JERSEY, JOHN HORMAN.—T. Micklem, 13A, Gresham-street; J. H. Hearn, Ryde.
GREAVES, JOHN BROOK.—C. L. Coward, Rotherham.
HINDMARSH, WM. THOMAS.—J. A. Wilson, Alnwick.
SHAKESPEAR, JOHN HENRY.—P. H. Lawrence, 6, Lincoln's-inn-fields; T. G. Blain, Manchester.
TANNER, WILLIAM BURBIDGE.—J. B. Lanfear, 11, Abchurch-lane.
WARD, JOHN SANDILANDS.—F. W. Remnant, 52, Lincoln's-inn-fields.
WILLIAMS, DAVID THEODORE.—E. Scott; E. Scott, Wigan.
WOOLLCOMBE, RICHARD.—W. J. Woollcombe, Plymouth; J. R. Upton, 20, Austinfriars.
WORTHINGTON, CHRISTOPHER.—J. E. Ward, Congleton.

[For former names see *ante* p. 285.]

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

Adams, Francis Cadwallader, 1, Hampstead-lane, Highgate (13th May, 1870).
Cooper, William Edward, Wisbeach (13th May, 1870).
Farmer, George Noble, 64, Carlton-street, Kentish-town (13th May, 1870).
Fullagar, Walter Horne, 9, Chapter-terrace, Surrey (12th May, 1870).
Hadley, Thomas Benjamin, Birmingham; Walsall; Catshill; South End, Green-road, Hampstead (13th May, 1870).
Johnson, William, United States of America; Totnes, Devon (13th May, 1870).
Lang, Hickman, Finsbury-road, Wood-green; Crewkerne (13th May, 1870).
Lord, William Cluley, Ashton-under-Lyne (13th May, 1870).
Oppenheim, Henry Samuel, St. Helen's (22nd April, 1870).
Pearson, Robert Capes, Doncaster (13th May, 1870).
Ridsdale, Francis James, jun., 5, Victoria-road, Clapham (22nd April, 1870).
Sayer, Alfred Leighton, Thames Ditton (25th April, 1870).

PRIVY COUNCIL.

ORDER IN COUNCIL

For the establishment of certain Rules to be observed by Proctors, Solicitors, Agents, and other Persons admitted to practise before her Majesty's Most Honourable Privy Council.

At the Court at Windsor, the 31st day of March, 1870.
Present: The Queen's Most Excellent Majesty in Council.

Whereas there was this day read at the Board a representation from the Lords of the Judicial Committee of the Privy Council, dated the 26th day of March instant, humbly recommending to her Majesty in Council that certain rules be established by the authority of her Majesty, by and with the advice of her Privy Council, to be observed by all proctors, solicitors, attorneys, agents, or other persons employed in the conduct of appeals, petitions, or other matters pending before her Majesty in Council, her Majesty having taken the said representation into consideration, and the schedule of rules hereunto annexed, was pleased by and with the advice of her Privy Council, to approve thereof, and to order, and it is hereby ordered, that the same be punctually observed, obeyed, and carried into execution.

ARTHUR HELPS.

SCHEDULE ANNEXED TO THE FOREGOING ORDER.

I. Every proctor, solicitor, or agent, admitted to practise before her Majesty's Most Honourable Privy Council, or any of the Committees thereof, shall subscribe a declaration to be enrolled in the Privy Council Office, engaging to observe and obey the rules, regulations, orders, and practice of the Privy Council; and also to pay and discharge, from time to time, when the same shall be demanded, all fees or charges due and payable upon any matter pending before her Majesty in Council; and no person shall be admitted to practise, or allowed to continue to practise, before the Privy Council, without having subscribed such declaration in the following terms:—

FORM OF DECLARATION.

We, the undersigned, do hereby declare, that we desire and intend to practise as solicitors or agents in appeals and other matters pending before her Majesty in Council; and we severally and respectively do hereby engage to observe, submit to, perform, and abide by all and every the orders, rules, regulations, and practise of her Majesty's Most Honourable Privy Council and the Committees thereof now in force, or hereafter from time to time to be made; and also to pay and discharge, from time to time, when the same shall be demanded, all fees, charges, and sums of money due and payable in respect of any appeal, petition, or other matter in and upon which we shall severally and respectively appear as such solicitors or agents.

II. Every proctor, solicitor or attorney practising in London, and duly admitted in any of the Courts of Westminster, shall be allowed to subscribe the foregoing declaration, and to practise in the Privy Council, upon the production of his certificate for the current year; and no fee shall be payable by him on the enrolment of his signature to the foregoing declaration.

III. Persons not being certificated London solicitors, but having been duly admitted to practise as solicitors by the High Courts of Judicature in India or in the colonies respectively, may apply, by petition, to the Lords of the Judicial Committee of the Privy Council for leave to be admitted to practise in the Privy Council; and such persons, if admitted to practise by an order of their Lordships, shall pay annually, on the 15th of November, a fee of five guineas to the fee fund of the Council Office.

IV. Any proctor, solicitor, or agent or other person practising before the Privy Council, who shall wilfully act in violation of the rules and practice of the Privy Council, or of any rules prescribed by the authority of her Majesty, or of the Lords of the Council, or who shall wilfully misconduct himself in prosecuting proceedings before the Privy Council, or any Committee thereof, or who shall refuse or omit to pay the Council Office fees or charges payable from him when demanded, shall be liable to an absolute or temporary prohibition to practise before the Privy Council, by the authority of the Lords of the Judicial Committee of the Privy Council, upon cause shown at their Lordships' Bar.

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THE REAL ESTATES INTESTACY BILL.*

I presume that the "Real Estates Intestacy Bill" was intended for no other purpose than to take the opinion of the House of Commons on the principle which it involves. I can hardly suppose that it was seriously thought sufficient, if passed into law in its present shape, to accomplish satisfactorily the purpose proposed. And as an amendment of the law on this subject is now promised by her Majesty's speech at the opening of Parliament, I shall confine my remarks to the general principle which the bill in question is understood to involve. The question which I now propose to discuss is whether and how the disposition which the law now makes of the real estate of an intestate may be beneficially altered.

Before endeavouring to amend the law, it seems desirable that we should first clearly comprehend it. I will therefore attempt in the first place very briefly to state what the present law on this subject is, trusting that those of my hearers who are professionally acquainted with its details will forgive me for the sake of those who are not.

An estate in fee simple in lands or tenements descends on the decease of its owner to his eldest son, subject to any disposition to the contrary which he may have made by his will, and subject also to the dower of his widow, if any; unless he should, as he may, by deed or will, have deprived her of this right. The widow's dower is an estate for her life in one equal third part in value of the lands, set out for her after her husband's decease.

The full power of testamentary disposition which is now possessed is no doubt liable to abuse. But the balance of advantages appears to me to incline so strongly in its favour, that I trust the example of some foreign nations will not induce any attempt to infringe upon it. A man no doubt has now the power to leave his property away from his children without just cause; but the cases in which this occurs are most rare, compared with those in which the power is beneficially exercised to meet the peculiar exigencies of the family —exigencies which no legislative foresight can possibly adjust.

The fee simple lands of a married woman descend, on her decease, to her eldest son, subject to the curtesy of her husband, and she has no power of testamentary disposition, unless the same should be, as it may be, specially conferred upon her by the instrument under which she claims. The husband's curtesy is an estate for his life in the whole of the lands of his wife to which he becomes entitled on having issue by her born alive who may inherit her lands.

The personal estate of a married woman belongs, on her decease, to her husband only. The personal estate of a married man who dies intestate belongs, one-third to his widow and two-thirds to his children equally; each child, however, accounting for any advancement which he may have had from his father in his lifetime. If there be no child, the widow takes half, and the other half is distributed amongst the next of kin, those of the half blood to the intestate sharing equally with those of the whole blood.

The descent of land and tenements to the eldest son is subject to some exceptions. By the custom of gavelkind, which prevails in a great part of the county of Kent, and which also affects the copyhold lands holden of certain manors in other parts of the country, the lands are equally divided amongst all the sons, every son being, as Littleton says, as great a gentleman as the eldest. The widow's dower of gavelkind lands is one-half, and not one-third, but it continues only during her widowhood. By the custom of borough English, which prevails in some boroughs and manors, lands descend to the youngest son only. It appears to me that there is no excuse for these anomalies, and that, whatever the law of descent may be, it should not be broken in upon by such local pecularities.

But there is another important exception to the rule of primogeniture to which I wish to call your attention, because it has been of modern growth, and has never, so far as I am aware, been thought to be otherwise than beneficial in its results. If two or more members of a trading partnership require lands or tenements for the purposes of their partnership, the share of each partner will not, on his decease intestate, belong to his eldest son as his heir-at-law; but it will be considered in equity as personal estate, and it will be sold, and the money divided amongst his widow and all his children in the shares already mentioned. If, however, the intestate should have outlived his partners, or should never have had a partner, the lands and tenements acquired for the purposes of his trade will, with the rest of his real estate, descend exclusively to his eldest son. So that if two men are in partnership, the question whether the share of either will devolve, on his decease intestate, on his heir or his next of kin, depends upon whether he dies after or before the other.

Again, the descent of lands to the eldest son may be prevented by a device, not unfrequently adopted, of vesting them in trustees in trust to sell, even though the trust be to sell with the consent of a person whose consent may, in all probability, be withheld. Equity considers as done that which is agreed or directed to be done. The land, though unsold, is looked upon in equity as money; and, on the decease intestate of any person entitled to a share, the same will belong, not to his heir-at-law, but to his next of kin, in the same manner as if it were money, the result of a sale actually made. But in order to effect this object, a direction must be given for sale; it will not be sufficient for the settlor merely to declare that he wishes the lands to be considered in equity as personal and not as real estate.

Before the abolition of feudal tenures, which took place at the restoration of King Charles II., freehold lands, held by knights' service, descended to the heir-at-law, subject to a power in the ancestor of testamentary disposition over two-thirds only, although he might dispose of the whole in his lifetime by proper means of conveyance. There were other feudal burdens also to which such lands were subject. In order to escape from these burdens and to acquire a full power of testamentary disposition, irrespective of the rights of the heir, a practice became usual in the reigns of Queen Elizabeth, James I., and Charles I., for purchasers of lands to obtain a demise of them for a long term of years, generally one or two thousand, at the nominal rent of a penny or a peppercorn, without impeachment of waste, with or without a covenant for the conveyance, whenever required, of the ultimate reversion in fee-simple. Many lands are now held under such titles. On the decease, intestate, of the owner of lands held only for a term of years, the lands do not descend to the heir-at-law, but belong to the next of kin in the same manner as personal estate. Lands so held, therefore, do not go to the eldest son subject to the widow's dower, but devolve one-third to the widow and the remaining two-thirds to all the children equally, subject to their accounting for advancements made to them by their parent in his lifetime. Such lands are, however, subject to an administration duty, from which freehold lands escape.

On the other hand there are some kinds of personal estate which may be made to descend, on intestacy, to the heir-at law. A personal annuity may be limited to a man and his heirs. An estate held for the life of another person may be given to a man and his heirs, in which case the heir will, on his decease intestate, come in as a special occupant. And a trust to lay out money in the purchase of lands will in equity convert it into real estate, and cause it to descend to the heir of the beneficiency, instead of devolving on his next of kin.

But an estate in fee simple is not the only estate in lands which descends to the eldest son as heir-at-law. There may be an estate in tail general or special. An estate in tail general descends to all the issue of the donee in due course, the sons and their respective issue first taking in order of seniority, and then the daughters and their respective issue taking in equal shares, the issue standing in the place of their ancestor. An estate in tail special may be confined to the issue of a particular marriage, or may be in tail male or tail female. An estate in tail male cannot go to a daughter, nor an estate in tail female to a son. An estate in fee simple descends, as we have seen, subject to a power of testamentary disposition vested in the ancestor. There is no such power over any estate tail; it will descend to the heir, whatever the will of his ancestor may be. But the expectation of the heir may be defeated by a proper assurance, executed by the ancestor in his lifetime, and enrolled in the Court of Chancery. Estates in tail and in tail male are scarcely ever seen. Estates in tail and in tail male are created for the express purpose of causing the lands to descend to the eldest son in preference to the other children.

But the most usual way in which the eldest son succeeds to the family estate is not in his character of heir at all, but as a person on whom the lands are expressly settled by the description of the first or eldest son of his father; the

* A paper read by Joshua Williams, Esq., Q.C., before the National Association for the Promotion of Social Science.

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father having limited himself to an estate for his life only, and having settled the reversion on his sons successively. A settlement of this kind cannot be made beyond one generation of unborn children. But a desire to retain the estate in the line of the eldest male usually occasions a re-settlement on the majority or marriage of the eldest son.

I do not think that the power of settling landed or other property on the eldest, or any other son, limited as it now is, should be substantially interfered with; although in some of the technical details of contingent remainders, as they are called, a reform is much needed. Nor do I think that the present law with regard to estates tail needs any material alteration. If successive generations having the power to choose any line of succession they please, all deliberately prefer one line to another, whether that line be the eldest male to the exclusion of all females, or females to the exclusion of all males, I do not see why they should not be allowed to follow their own choice. It must be remembered that personal property may be tied up by settlement almost exactly to the same extent as real estate. The fundholder may accumulate his millions exclusively on his eldest son. If no relation in this respect is suggested with regard to personal property, none surely should be made with respect to real estate.

(*To be continued.*)

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, April 25, class A. Tuesday, April 26, class B. Wednesday, April 27, class C. —4.30 to 6 p.m.

Friday, April 29, lecture—6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Easter Term, 1870.

Before the Lord Chancellor and Lord Justice Giffard.

Appeals.

1869.

Powell v Elliot, Elliot v Powell (J.—Jan. 27)
Atherton v British Nation Life Assurance Association (R.—Feb. 2)
Allen v Bonnett (M.—Feb. 2)
Thompson v Dunn (M.—Feb. 8)
Freeman v Pope (J.—Feb. 11)
Richardson v Smith (S.—Feb. 17)
In re The Great Wheal Busy Mining Co. and Co.'s Act, 1862, appl petn from the Vice-Warden of the Stannaries (Feb. 21)
Nash v Howell (S.—Feb. 22)
The City Bank v Luckie (S.—Feb. 22)
Mc Creight v Foster, Bart. (R.—Feb. 24)
Phillips v Furber (R.—Feb. 28)
Champneys v Holmes (J.—Feb. 28)
Croft v Kaye, Bart. (S.—Mar. 7)
Wilkinson v Lindgren (R.—Mar. 9)
Knox v Turner (S.—Mar. 12)
Chichester v Marquis of Donegal (J.—Mar. 12)
Hughes v Seanor (J.—Mar. 12)
The Masons' Hall Tavern Co. (Limited) v Nokes (R.—Mar. 19)
Clemow (Pauper) v Geach (J.—March 22)
Bourton v Williams (S.—Mar. 23)
The Land Credit Co. of Ireland (Limited) v Lord Fermoy (R.—Mar 23)
Earl Vane v Rigden (M.—Mar. 24)
Mc Crea v Holdsworth (J.—Mar. 25)
Thompson v Simpson (S.—Mar. 25)
The Merchant Banking Co. of London (Limited) v Maud (J.—Mar. 28)
Bulteel v Plummer (M.—Mar. 28)
Prees v Coke (J.—Mar. 31)
Marine Investment Corporation v Haviside (J.—April 1)
Molesworth v Molesworth (R. April 6)
Dugdale v Meadows (J.—April 7)

Before the Master of the Rolls.

Causes, &c.

Atherley v. The Isle of Wight Ry. Co. and City Bank m d (not before May 2)
Baker v Bailey c
Clarke v Tanner c, wit
Colthurst v Colthurst m d (April 22)
The London & South Western Ry. Co. v Pullein m d, witnesses before examiner
Lloyd v Thomas m d, witnesses before examiner
Edmonds v Ramsey m d (not before May 12)
Tulk v Tabberner m d
Groome v Groome m d
Richardson v Whatman c (transf from V.C. Malins)
South v South m d (transf from V.C. James)
Burton v Farrar m d
Saunders v Gilbertson c, evidence viva voce at hearing (transf from V.C. James)
Bridger v The Vestry of St. Giles, Camberwell m d (transf from V.C. James)
Martin v Martin m d
Watts v Kelson m d (transf from V.C. James)
Robins v Wilson m d
Ibbetson v May m d
Coster v West f c
Rapson v Rapson f c & sumns to vary certificate
Stevenson v Marriott f c & sumns to vary certificate
Lee v Rumsey c
Attorney-General v Daugars f c
Bell v Mitchell f c
Hargrave v Kettlewell f c
Thomas v Thomas f c & 2 sumns to vary
Johnson v Hookham f c
Cheesman v Price, Price v Cheesman f c, 2 sumns to vary, & 3 adj sumns
The United States of America v Blakeley m d
The London & South Western Bank (Limited) v Fraser c
Drewett v Withers c
Cooper v Cooper m d
Bower v Bower m d
Mason v Birkbeck f c & sumns to vary
Rowley v Lofft f c
Hipkiss v Hipkiss m d
Churchward v Carrington f c
Greene v Greene m d
Finch v Leeder m d
Betts v Thompson c
Nurse v Baker c
Howse v Lawrie f c
Friend v Dell c
In re Henry Dixon's Estate f c
Dixon v Dixon f c
Laws v Milo c
Pridham v Massy f c & sumns to vary
Besset v Fuller m d
Gardiner v Hughes f c
Skirrow v Hamilton f c
Townsend v Fowle m d
Townsend v Hemsted m d
Lepine v Bean m d
Bingham v King f c
Pethebridge v Spencer f c
Briggs v Jones m d
Brown v Stoneham f c
Bradley v Harvey f c
Wayte v Spooner m d
Porter v Whitfield f c
Mawson v Fletcher m d
The Corporation of Exeter v Earl of Devon m d
Baker v Smallpeice f c
Bellingham v Holland m d
Haigh v Haigh m d
In re Geo. Barnard's Estate f c
Barnard v Pudney f c
Thompson v Hudson f c & sumns to vary
Springett v Jennings c
Ames v Colnaghi c (re-hearing)
Joyce v Howard c, w
Bell v Little f c
Fox v Garrett f c
Gregory v Clifton, Bart, m d
Jones v Bayley m d
Dear v Webster f c & s to vary
Dear v Webster f c & s to vary
Wood v Wood s c
Binns v Burland m d
Hamilton v Offley m d
Abington v Green f c (short)
Wilson v Wilson f c
Cleverly v Troughton f c
Clark v Revill c
Palmer v Capel c
Shepherd v Stansfield m d
Vanner v Frost m d
Gramshaw v Gough m d
Bragg v Bell f c
Richardson v Firth m d
The Gas Light Improvement Co. (Limited) v Terrell c
Anstey v Newman f c
Cousins v Green c
Weller v Fitzhugh c
Clarke v Cutts f c
Massey v Eastwood m d
Coote v Lowndes m d
The Prudential Assurance Co. v Wilson m d
Kenyon v Preston f c
Clayton v Smith c
Ingram v Sibley f c (short)
Longridge v Crampton m d
Wilkinson v Dent c
Miller v Marriott f c
In re Mills, deceased f c
Mills v Whitehead f c
Barker v Barker m d
Malam v Parker m d (short)
Fenwick v Wood m d
Kirkby v Mearbeck f c

Before the Vice-Chancellor Sir John Stuart.

Causes, &c.

Attorney-General v The Ross Royal Hotel Co. (Limited) demr
Ditchfield v Diggle exons for insufficiency
Titchborne v Mostyn, Bart, m d
Titchborne, Bart. v Titchborne m d
Crowther v Crowther f c
(S.O.) Williams v Haythorne f c
Drewry v Drewry m d
Crook v Corporation of Seaford m d
Noble v London and South Western Bank (Limited) c, wit
Gibbs v Ross m d
English v Nottingham trial by jury
Coultwas v Swan c, wit
Cayley v Walpole c, wit
Dufour v Kearns m d
Lumley v Desborough c
Robinson v Okell appl from County Court of Cheshire
Lows v The Carlisle Conservative Newspaper Co. (Limited) c
Bulman v Stephenson m d (May 9)
Bowen v Davies appl from County Court of Cardiganshire
Ward v Mc Kewan f c
Malone v Wallwork f c
Gunnell v Whitear m d
Peplow v Peplow f c
Johnson v Jowitt f c
Armstrong v Scruton f c
Feltham v Turner c
Witts v Young m d
Dicks v Batten f c
Cowell v Acraman f c & s
Pownall v Bockett f c
Cave v Holland f c
Williams v Owens f c
Couper v Hamilton, Bart m d
Methuen v Hay m d
Parbury v Watson m d
Glazebrook v Clark m d
Brine v Brine c, wit
Jones v Gillard f c

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Mulcock v Gillingham m d
Bainbridge v Morgan f c
Nisbet v Miller f c & s
Johnson v Metcalfe f c
Slater v Chapman m d (short)
Broadwood v Broadwood m d (short)
Barber v Barber m d
Bowman v Eilbeck f c
Salkeld v Salkeld f c
Arney v Arney m d (short)
Corner v Cursham m d
Nicholson v Wardropper f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Dunn v Ferrior exons for insufficiency
The International Bank (Limited) v Gladstone m d (wit before examination)
Hubbard v Boughey, Bart, c
Earl Beauchamp v Winn c, wit
Stevenson v Barugh m d
Ormerod v The Northern Railway of Buenos Ayres m d, set down at request of deft. Co., witnesses before examiner
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (April 26)
Shaw v Shaw c, wit
Cooper v Williams c, wit, pt hd
Goddard v Shaw f c, pt hd (April 25)
Knapping v Tomlinson, f c
Knapping v Bannester f c
Alexander v Gage m d
Trevelyan v Attorney-Gen. c (not before April 28)
Kellock v Dansey m d (not before April 27)
Skelton v Ealand m d
Waterlow v Burt f c and 2 sums. to vary
Toynbee v Humphries m d
Leaver v Sinclair m d
Painter v Turner m d
Thomas v Aaron m d
Wildes v Capel c
Wren v Greening m d
Brown v Macnicol m d
Lockitt v Lockitt m d
Vaughan v The Metropolitan Ry. Co. m d (short)
Rowley v Woodhead m d
Pillinger v The Metropolitan Ry. Co. m d
Richardson v Younge c
Caldecott v Perrin m d
Gibbes v Pengilley m d
Tyrrell v Leeson c, wit
Boss v Hopkinson m d
Reynolds v Stanley f c
Humphreys v Clark f c
The Edinburgh Life Assurance Co. v Stanley m d
Mawdsley v Mawdsley f c
Spence v Woolhouse m d
Watkins v Matthews f c
Heath v The Metropolitan Ry. Co. m d
Smart v The Metropolitan Ry. Co. m d
Levinstein v Wenham c, evidence viva voce at hearing
Caldwell v Cresswell c
Ingham v Greville m d
Attorney-General v Murray f c
Olver v Murray f c
Gibbon v Fry c
De Witte v Denne c, wit
Blease v The Warrington Wire Rope Co. (Limited) c, wit
Hawkins v Allen m d
Webb v Hughes m d
Hichens v Millett m d
In re Adams's Estate, Adams v Adams f c
Milgrove v The Metropolitan Ry. Co. c
Becher v Poole m d
Thomas v Thomas m d
Lambe v Eames c
Bowen v Cobb c, wit
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Young v Druce m d
Vaughan v Baldwin f c
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d and pet
Hart v The Kensington District School m d
The North Eastern Ry. Co. v Watson c
Wright v Pitt m d
Heard v Pilley c
Harrison v Humphreys c, w
Phillipson v Gibbon f c & sums to vary
Thompson v Farndale m d
Wadeson v White m d
Medcalf v Crosthwaite f c
Simpson v Heaton's Steel & Iron Co. (Limited) m d
Forrest v Prescott s c
Richards v Traherne m d
Andrew v Hyde f c
Hyde v Gee f c
Plumley v Brownlow f c
Small v Lowrey m d
Radmore v Gill m d
Ferrier v Jay s c
The London & South Western Bank (Limited) v Johnson m d
Simcoe v Vowler f c
Cadman v Shepherd s c
Standerwick v Popham f c
Jefferys v Marshall m d
Hepworth v Hepworth m d
Hunter v Walters m d
Sinclair v Leaver m d
Roberts v Shearwood m d
Heasman v Pearse f c
Lawson v The Tewkesbury & Malvern Ry. Co. m d
Key v Trafford m d
Jenkins v Lewis m d
Brown v Shaw f c
Morgans v Roberts m d
Curling v Walters m d
Williams v Foster f c
Field v Smith f c
Spiller v White m d (short)
Wilson v Legh m d
Ryde v Marks m d
Rolfe v Rolfe m d (short)
Barstow v Baldwin c
Lankester v Cave m d (short)
Northcote v Northcote f c
Loxley v Donne f c
Niven v Alcock m d
Whiting v Burke m d
Wansey v Brooke m d
Prichard v Prichard m d
Ive v Norman m d (short)
Primsose v Baron Digby f c
Bowker v The Metropolitan Ry. Co. m d (short)
In re Preston, deceased, Preston v Dann f c
Rutherford v Scott m d
Poynder v Poynder f c

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Heyman v Dubois exons for insufficiency
Chadwick v McKenna m d, pt hd (not before April 22)
Adamson v Chadwick m d, pt hd (not before April 22)
McKenna v Chadwick m d, pt hd (not before April 22)
Pears v Laing m d (April 29)
Stamp v Anderson c (not before April 29)
Anderson v Stamp c
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (April 26)
Butler v Butler m d
Cousens v Cousens m d, witnesses before examiner
The Grover & Baker Sewing Machine Co. v Wilson m d
The West of England Brewery Co. (Limited) v Ross c, wit
Reynolds v Reynolds m d
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before April 25)
Cooke v Cooke m d
Rumble v Heygate m d
Thomas v the Midland Banking Co (Limited) m d (wit before exmr)
Rippon v Titherington c, wit (April 25)
The Liverpool Marine Credit Co. (Limited) v Read c, wit (April 22)
Sacker v Bradshaw c
Angus v Aydon m d
Thompson v Payne c (not before April 28)
Carline v Nicholson, Nicholson v Carline f c (not before April 25)
Birch v Wallington m d
Bayspoole v Collins c, wit (May 3)
Sex v Scrutton m d
Yool v The Great Western Ry. Co. m d
The Leather Sellers' Co. v Gooch m d
Francis v Smithson c, wit
Castellan v Hobson c
Simson v Raven m d
Berry v Morrell c
Scott v Armstrong f c
Howden v Carr m d
Rishton v Grissell f c
Thorold v Thorold m d (not before April 21)
Weller v Stearns m d
Thompson v Williams m d (short)
Gatty v Hartmann m d
Puleston v Bailey m d
Williams v Ivimey c
Collins v Mogg c
The Equitable Reversionary Interest Society v Windover m d
James v Jones c
Rigby v Eden m d
Earl Cowley v Wellesley m d
Davidson v The Metropolitan Ry. Co. m d
Lewthwaite v Waterlow c
Dunn v Fowler m d (wit before exmnr)
Prior v Mackinnon s c
Dorsey v Beal f c
Kilbey v Haviland m d
Clark v Webb f c
Jolliffe v Blumberg m d
Pearson v Dolman f c
Bibby v Acatos m d
Pryse v Stanton m d
Shackleton v Shackleton m d
Jay v Wild m d (short)
Frith v The Metropolitan Ry. Co. f c
Swainson v Jefferson f c
Seaton v Griffin c
Tunstall v Bartlett f c
Crofts v Hurst f c
Perrott v Davies m d
Morley v Finney f c
Pudney v Stubbin m d
Everitt v Moss m d (short)
Smith v Lee f c
Malam v Malam s c

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals :—

QUEEN'S BENCH.

Friday .....May 13 | Saturday .....May 14

COMMON PLEAS.

Monday.....May 16 | Tuesday .....May 17

EXCHEQUER.

Wednesday .....May 18 | Thursday.....May 19

Mr. Patrick Grant, Writer to the Signet in Scotland, and Sheriff-Clerk of Invernessshire, died in Upper Berkeley-street, London, on the 18th April, aged sixty-five.

The coronership of West Berks has become vacant by the death of Dr. John Alexander, which took place at Newbury on the 12th April. The duties of the office have for some time been performed by his son-in-law, Mr. W. J. Cowper, solicitor, who has been deputy coroner for some years, and it is likely that he will be elected without opposition.

YANKEE NEWS.

A Pittsburg judge recently fined a young man fifty dollars for kissing a lady in the street.

A Tennessee jury has thought it worth ten dols. to call a man unjustly a Kuklux in that state.

The Junior Law Class of Washington University numbers among its members two females.

The law expenses of the United States Government during the past year amounted to 375,990 dols.

A Tennessee court is listening to 300 love letters which are being read in a breach of promise case.

The United States Supreme Court have decided, that the late war between North and South ended August 17, 1866, the the date of President Johnson's proclamation to that effect.

The Pennsylvania Legislature has been petitioned by the Philadelphia bar to increase the judiciary, both local and State. —*Albany Law Journal.*

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 22, 1870.
[From the Official List of the actual business transacted.]

3 per Cent. Consols, 94¼	Annuities, April, '85
Ditto for Account, May 94¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cents, 92½	Ditto, £500, Do — 5 p m
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '78	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 113½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	128½
Stock	Great Southern and Western of Ireland	100	101½
Stock	Great Western—Original	100	71
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	46
Stock	London, Chatham, and Dover	100	16¼
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	52¾
Stock	Metropolitan	100	77¼
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	36
Stock	North London	100	121
Stock	North Staffordshire	100	61
Stock	South Devon	100	45
Stock	South-Eastern	100	78
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

After the interval devoted to the holidays all the markets re-opened with a considerable impetus, and have continued so. Railways, indeed, have fallen back a trifle in price during the last two days, but this is attributable merely to the sales made by speculators who have now been realising their profits. The Indian Guaranteed Stocks are rather more in request than of late, while in Americans the Eries have receded a little, in consequence of the ill auguries drawn from the fact that the supporters of Fisk and Gould have been re-elected to municipal offices in New York.

JURIDICAL SOCIETY.—The next meeting will be held on Wednesday, the 4th of Eay, 1870, at eight. p.m., precisely, when Sir George Young, Bart., will read a paper on "The proper Object and Constitution of a Legal University or Council of Legal Education." The Hon. Mr. Justice Hannen will preside. The Council will meet at half-past seven.

The University of Edinburgh has conferred the degree of LL.D. on Mr. Justice Blackburn.

Mr. Thomas Kirkpatrick, Q.C., of the Canadian Bar, died at Kingston, Ontario, on the 26th March, aged sixty-five years.

At the Berks Easter Sessions a motion was carried for paying the magistrates' clerks by salary, instead of by fees. The loss to the county by the new arrangement would not be more than £80 per annum.

Mr. Henry Watson, solicitor, of Aylesbury, having resigned the clerkship of the local Board of Health, which he had held for a period of twenty years, has been presented by the members of the board with a handsome clock, as a mark of the regard and esteem in which he is held by that body.

Mr. W. J. Cowper, solicitor, of Newbury, is a candidate for the vacant Coronership of East Berks. He has acted as Deputy-Coroner for the last seventeen years, and has performed most of the duties of Coroner for about three years past, owing to Dr. Alexander's illness. Mr. J. Cockburn Pinniger, another solicitor, of Newbury, and Clerk to the Guardians of Bradfield Union, is also a candidate for the Coronership.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 8.—By Messrs. RUSHWORTH, ABBOTT, & Co.

Freehold residence, No. 4, Cleveland-square, St. James's. Sold £3,650.
Freehold two residences, Nos. 4 and 5, Westbourne-park-place. Sold £2,560.
Freehold two residences, Nos. 2 and 4, Westbourne-park-villas. Sold £1,900.

April 13.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold house, No. 18, Waterloo-place, Shepherd's-bush, term 38½ years unexpired, at £3 3s. per annum. Sold £190.
Leasehold house, No. 10, Upper Spring-street, Montague-square, let at £50 per annum, term 24½ years unexpired, at £7 7s. per annum. Sold £390.
Leasehold house, No. 46, Stanhope-street, Euston-road, let at £42 per annum, term 16½ years unexpired, at £5 5s. per annum. Sold £200
Leasehold residence, No. 101, Ladbroke-road, Bayswater, annual value £120, term 69½ years from 1868, at £16 10s. per annum. Sold £1,400

April 19.—By Messrs. C. and H. WHITE.

Leasehold, two residences, Nos. 240 and 242, Albany-rd, Camberwell, term 7 years unexpired, at £9 10s. per annum. Sold £125.
Leasehold residence, No. 147, Kennington-park-road, annual value £60, term 16½ years unexpired, at £4 15s. per annum. Sold £350.
Leasehold four houses, Nos. 1 to 4, Albion-place, Aldersgate-street, producing £160 per annum, term 16 years unexpired, at £60 per annum. Sold £295.

By Mr. A. DAY.

Leasehold house, No. 39, Shepherdess-walk, City-road. Sold £130.—Leasehold house, No. 29, Shepherdess-walk, City-road. Sold £190.—Leashold house, No. 31, Shepherdess-walk, City-road. Sold £190.—Leasehold house, No. 34, Culford-road South, Downham-road. Sold £370.—Leasehold house, No. 36, Culford road South, Downham-road. Sold £330.—Leasehold house, No. 38, Culford-road South, Downham-road. Sold £330.—Leasehold house, No. 40, Culford-road South, Downham-road. Sold £325.—Leasehold five houses, Nos. 3 to 7, New-street, Old-street, St. Luke's. Sold £1,105.—Leasehold five houses, Nos. 9 to 12, New-street, Old-street, St. Luke's, and No. 4A, Little Mitchell-street. Sold £1,125.—Leasehold public house, the Adam and Eve, Church-street, Shoreditch. Sold £2,110.

AT THE GUILDHALL COFFEE HOUSE.

April 21.—By Mr. MARSH.

Leasehold sixteen residences, Nos. 1 to 8 and 10, 12, 14, 16, 18, 20, 22, and 24, Coningham-road, Shepherd's-bush, annual value £808 per annum, term 95 years unexpired, at £90 per annum. Sold £8,700.

AT GARRAWAY'S COFFEE HOUSE.

April 21.—By Mr. BRIANT.

Leasehold four houses, Nos. 5 to 8, Harleyford-street, Kennington-park, producing £108 per annum, term 17 years unexpired, at £66 4s. per annum. Sold £285.
Freehold two residences, Nos 1 and 2, Clevedon-villas, Somerset-road, New Barnet, annual value £48 per annum each house. Sold £750.
Freehold Nos. 3 & 4, Clevedon-villas, &c., annual value £48 per annum each house. Sold £730.
Leasehold three residences, Nos. 7, 8, & 9, Portland place North, Clapham-road, let at £26 per annum each house, term 84 years from 1836, at £6 per anoum. Sold £810.
Leasehold four houses, one with shop, Nos. 9, 10, 11, & 12, Portland-place South, Clapham-road, let at £85 per annum, term 84 years from 1836, at £9 per annum, Sold £890.
Freehold ground-rent of £1 10s. per annum, secured on premises in Station-road, Wood-green.—Sold £25.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARKE—On April 16, at 12, Gloucester-cottages, Park-road, Peckham, the wife of Edward Clarke, Esq., barrister at-law, of a daughter.
COX—On April 16, at Modena Lodge, Tunbridge, the wife of Homersham Cox, Esq., barrister-at-law, of a daughter.
FISCHER—On April 16, at Walton Oaks, Surrey, the wife of Thomas H. Fischer, Esq., of Lincoln's-inn, of a son.
RYAN—On April 16, at 10, Onslow gardens, S.W., the wife of Arthur Compton Ryan, Esq., solicitor, of a son.

MARRIAGES.

BOTTERELL—WEBB—At Emanuel Church, Clifton, J. J. Dumville Botterell, Esq., solicitor, Sunderland, to Louisa Amelia, eldest daughter of Wm. Webb, Esq., Clifton.
CLEASBY—ARKWRIGHT—On April 19, at Cromford, Matlock, R. D. Cleasby, Esq., to Edith Anne, second daughter of the late Edward Arkwright, Esq., of Hatton, Warwickshire.
HUNT—GRANT—On April 9, at the parish church, St. John's, Hampstead, Joseph Hunt, Esq., of Ware, Herts, solicitor, to Emma Maria, eldest surviving daughter of Henry Grant, Esq., Australia.
NETHERSOLE—WORSFOLD—On April 6th, at St. George's Church, Bloomsbury, Henry Wordsworth Nethersole, of 1, New-inn, Strand, and The Cedars, South Lambeth, to Louisa Worsfold, of Gower-street, Bedford-square.
PAYNE—BIRKETT—On April 20, at the parish church, Haseley, Oxon, William John Payne, of Lincoln's-inn, Esq., to Frances, youngest daughter of the Rev. William Birkett, rector of Haseley.

DEATHS.

GRANT—On April 18, at 50, Upper Berkeley-street, London, Patrick Grant, Writer to the Signet, Sheriff Clerk of Inverness-shire, aged 65.
STEELE—On April 16, Adam Rivers Steele, of Cricklewood, Middlesex, and 44, Bloomsbury-square, and of Gray's-inn, Barrister-at-Law, the second son of the late Captain Thomas James Steele, of H. M.'s 25th Light Dragoons, aged 53.

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WALLER—On April 4, at Chesterfield, Robert Waller, Esq., Solicitor, aged 40.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, April 19, 1870.

UNLIMITED IN CHANCERY.

London and National Provincial Association.—Creditors residing out of the United Kingdom are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 16, Tokenhouse-yard. Tuesday, June 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Trencrom Mining Company.—Petition for winding up, presented March 25, directed to be heard before the Vice-Warden, at the Princes-hall, Truro, on Wednesday, May 11, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before May 6; and notice thereof must at the same time be given to the petitioners, their solicitor, or agents. Cock, Truro, solicitor for the petitioners; Hook & Street, Lincoln's-inn-fields, Agents.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 15, 1870.

Campbell, John Colin, Mysore, East Indies, Retired Surgeon. May 13. Campbell v Macqueen, V.C. Stuart. Prior & Bigg, Southampton-buildings, Chancery-lane.

Keys, George Francis, Warwick-st, Regent-st, Surgeon. May 19. Charman v Keys, V.C. Stuart. Chapple, Carter-lane, Doctors'-commons.

Hume, Robt. Berners-st, Oxford-st, Artist Carver. May 19. Gibbons v Paxton, V.C. James. Hortin, Edgware-rd.

Robertson, Jas, Angel-ct, Throgmorton-st, Stock and Share Broker. May 12. Colt v Robertson, M.R. Rogers & Co, Jermyn-st, St. James's.

Russell, Benj, Leeds, Gent. May 21. Gibson v Perkin, V.C. Stuart. Middleton & Son, Leeds.

Whelan, Wm Curteis, Tenterden, Kent, Esq. May 9. Whelan v Whelan, V.C. Malins. Kinsey & Ade, Bloomsbury-pl.

Williams, Rev. James Augustus, Tavistock-crescent, Notting-hill, Clerk. May 17. Atkins v Williams, V.C. Malins. Tucker, Serle-st, Lincoln's-inn.

TUESDAY, April 19, 1870.

Chapman, Oliver, Southsea, Southampton, Gent. May 16. Chapman v Chapman, V.C. Stuart. Vallance & Vallance, Essex-st, Strand.

Fry, Bruges, Cheddar, Somerset, County Coroner. May 9. Fry v Bennett, V.C. Malins. Bennett, Axbridge.

Jordan, Joseph, Kidderminster, Worcester, Victualler. May 20. Jordan v Boycott, M.R. Morton, Kidderminster.

Smith, Jas, Islip-st, Kentish-town, Newspaper Publisher. May 13. Smith v Smith, V.C. Malins. Yonge, Strand.

Taylor, Thos, Clifton, Bristol, Esq. May 31. Williams v Taylor, V.C. Stuart. Daniel & Cox, Bristol.

Woolf, John, Dorset-ter, Dover-rd, Southwark. Fur Dyer. May 23. Isaacson v Van Goor, V.C. James. Huntley, Tooley-st, London-bridge.

Next of Kin.

Browning, John, Five-foot-lane, Bermondsey, Woolstapler. May 14. Ex parte Beriah Drew, V.C. James.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 15, 1870.

Arrowsmith, Chas, Burton-cresent, Gent. June 1. Fisher, Doughty-st, Mecklenburgh-sq.

Bainbridge, Thos Drake, Holborn, Esq. June 1. Pyke & Co, Lincoln's-inn-fields.

Bramall, Robt, Bredbury, Cheshire. May 16. Drinkwater, Hyde, nr Manch.

Brown, Ebenezer Ball, Gt St Helen's, Bill Broker. June 1. Michael & Co, Old Jewry.

Caldicott, John, Bushey, Herts, Licensed Victualler. May 28. Seymour, Coventry.

Davis, Peter, Handsworth, Stafford, Victualler. May 31. Ludlow & Blewitt, Birm.

Elliot, Wm, Newcastle-upon-Tyne, Surgeon. June 20. Blacklock, Newcastle-on-Tyne.

Fuller, Lady Miranda, Watford, Herts, Widow. June 1. Lethbridge & Son, Abingdon-st, Westminster.

Garland, Mary, Brighton, Widow. May 31. Marshfield, Wareham.

Guazzaroni, John Belgrave, Abingdon-villas, West Kensington, Surgeon. May 21. Shepheard & Son, Lower Phillimore-pl, Kensington.

Hall, Thos Young, Newcastle-upon-Tyne. June 8. Watson, Newcastle-upon-Tyne.

Hardwick, Susannah, Adelaide-rd, Widow. May 15. Lawrence & Co, Fenchurch-st.

Hodsoll, Wm Thos, Guernsey, Gent. May 27. Pinney & Son, Furnival's inn.

Holman, Benj, Lee Mill, Devon, Paper Maker. June 1. Andrews, Modbury.

Horwood, Chas, Broadwater, Sussex. Gent. May 14. Tucker & Lake, Serle-st, Lincoln's-inn.

Hoskin, Jas Alex Salisbury, Brighton, Sussex, Gent. June 1. Clarke & Howlett, Brighton.

Johnson, Chas, Sheerness, Gent. May 12. Ward, Sheerness.

Jones, Eliz, Headlingley, Leeds, Widow. July 1. Barr & Co, Leeds.

Lambert, Thos, York, Butcher. May 24. Calvert, York.

Love, Benj, Bowden, Cheshire, Gent. June 30. Gill & Co, Manch.

Millett, Stephen, Road, Somerset, Butcher. May 28. Webber, Trowbridge.

Powley, Robert Yates, Scarborough, York, Tailor. June 1. Woodalls & Dormer, Scarborough.

Richards, Benj, Stourbridge, Worcester, Saddler. May 25. Pearman & Gould, Stourbridge.

Seager, Thos Sudrick, Westcott, Dorking, Surrey, Gent. May 12. Hart & Co, Dorking.

Wilson, A. & G., Edinburgh, Fishing Rod Manufacturers. April 30. Denholm, Edinburgh.

TUESDAY, April 19, 1870.

Billimore, Eliza, Charles-st, Portman-sq. May 31. Wade, Clifford's-inn.

Burdett Geo. Almondbury, York, Joiner. May 10. Learoyd & Learoyd, Huddersfield.

Cayley, John, Wallington, Surrey, Esq. June 24. Bearless & Sons, East Grinstead.

Cowee, Thos, Chipping Ongar, Essex, Butcher. May 31. Gibson, Chipping Ongar.

Curel, John, Rochester, Kent, Bargeowner. May 1. Prall & Son, Rochester.

Davis, Wm, Bridstow, Hereford, Gent. May 20. Isaacson, Margate.

Ewer, Edward John, Cricklade St Sampson, Wilts, Gent. May 30. Kinneir & Tombs, Swindon.

Gibbs, Wm, Faversham, Kent, Gent. June 1. Tassell, Faversham.

Heycock, Hy, Pendleton, nr Manch, Wool Merchant. June 18. Sale & Co, Manch.

Lynn, John, Morpeth, Northumberland, Coal Agent. June 30. Woodman, Morpeth.

Marrian, Hy, Edgbaston, Birm, Gent. April 30. Griffiths & Bloxham, Birm.

Martin, Hy, Sheffield, Licensed Victualler. May 21. Bramley, Sheffield.

Newton, John Mastin, New Bexley, Kent, Deputy Corn Meter. May 28. Burkitt, Currier's-hall, London-wall.

Parker, John Baker, Exmouth, Devon, Gent. May 17. Adams, Exmouth.

Payne, Joseph, West-hill, Highgate, Barrister-at-Law. May 20. Aston, Mincing-lane.

Prescott, Frns, Dover, Kent, Yeoman. May 31. Knocker, Dover.

Preston, Wm Robert, Lyndhurst, Hants, Esq. May 16. Anthony, Lpool.

Roberts, Ezra, Bwlch-y-Bendy, Denbigh, Gent. May 20. Davies, Haverfordwest.

Smith, Rev Geo, East India-rd, Poplar. May 28. Burkett, Currier's Hall, London-wall.

Tuckey Mary, Swindon, Wilts, Spinster. May 30. Kinneir & Tombs, Swindon.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 15, 1870.

Elliff, Jeremiah, Caterham, Surrey, Builder. March 17. Comp. Reg April 14.

Bankrupts.

FRIDAY, April 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bernstein, Bernhard, Chiswell st, Finsbury. Pet April 12. Hazlitt. April 27 at 12.

Broadbent, Thos, High-st, Highgate, Plumber. Pet April 13. Spring-Rice. April 26 at 2.

Burton, Reginald Wm John, Russell-sq, no trade. Pet April 11. Murray. May 9 at 11.

Hopley, Hy, Well-st, Falcon-sq, Warehouseman. Pet April 13. Brougham. April 29 at 12.

Kerriage, Wm, (not Kerridge as in last Gazette), George-st, Notting Dale, Builder. Pet April 7. Spring-Rice. April 28 at 12.

Layland, Julius, Blackman-st, Southwark, Harmonium Manufacturer. Pet April 14. Spring-Rice. May 3 at 11.

Rickard, Geo Byron, Austin Friars, Stock Broker. Pet April 13. Hazlitt. April 27 at 12.

Wilson, Jas Robt, Union-st, Borough, Oilman. Pet April 13. Spring-Rice. April 27 at 11.

To Surrender in the Country.

Adams, John, Broughton, nr Manch, Butcher. Pet April 11. Hulton. Salford, April 30 at 10.

Benn, John, & Hy Benn, Morley, Yorks, Cloth Manufacturers. Pet April 12. Nelson. Dewsbury, May 5 at 3.

Geary, John Joseph, Leamington Priors, Warwick, Tailor. Pet April 12. Campbell. Warwick, May 3 at 2.

Goulding, John, Blyth, Northumberland, Builder. Pet April 13. Mortimer. Newcastle, April 27 at 11.

Hutchings, Jas, Binstead, Isle of Wight, Builder. Pet March 23. Blake. Newport, April 30 at 11.

Lever, Benj, Wycombe Marsh, Bucks, Builder. Pet April 13. Watson. Aylesbury, May 5 at 11.

Parker, Hy, Warton, Lancashire, Carpenter. Pet April 12. Myres. Preston, April 28 at 11.

Pike, Jas, Teignmouth, Devon, Builder. Pet April 11. Daw. Exeter, April 27 at 10.

Powell, Benj, Mold, Flint, Baker. Pet April 11. Porter. Chester, April 27 at 12.

Shaw, Thos, Ilkeston, Derby, Joiner. Pet April 12. Weller. Derby, May 6 at 12.

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Walbourne, Isaac, Fortuneswell, Portland, Dorset, Tailor. Pet April 11. Symonds. Dorchester, April 27 at 2.

TUESDAY, April 19, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Brockland, John, Carlisle, Timber Merchant. Pet April 14. Walton. Carlisle, May 2 at 2.

Dean, Jas, Manch, Hardware Factor. Pet April 14. Kay. Manch, May 6 at 1.

Dobbs, Milson, Aberkenfig, Glamorgan, Grocer. Pet April 14. Langley. Cardiff, May 3 at 11.

Elliott, Wm Cornish, Plymouth, Devon, Builder. Pet April 14. Pearce. East Stonehouse, May 4 at 11.

Ellis, John, Hastings, Sussex, out of business. Pet April 16. Young. Hastings, May 3 at 11.

Fawthrop, Joah, Halifax, Yorks. Wholesale Druggist. Pet April 16. Rankin. Halifax, May 6 at 10.

Gray, John Clementson, Melton Mowbray, Leicester, Ironmonger. Pet April 13. Ingram. Leicester, May 2 at 11.

Kirkland, John, Lpool, Engineer. Pet April 13. Hime. Lpool, May 2 at 2.

Parrish, Hy, & Wm Hy Howarth, Burslem, Stafford, Ironmongers. Pet April 16. Challinor. Hanley, May 2 at 12.

Walton, Joseph Richardson, Halifax, Yorks, Woolstapler. Pet April 14. Rankin. Halifax, April 29 at 10.

Webster, Geo, Stockton-on-Tees, Durham, Builder. Pet April 14. Crosby. Stockton-on-Tees, May 4 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, April 15, 1870.

Quinet, Chas Geo Reynell, Milton-next-Gravesend, Kent, Florist. April 12.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form :—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

MESSRS. DEBENHAM, TEWSON & FARMER'S APRIL LIST of ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or by post for two stamps. Particulars for insertion in the May List must be received by the 28th April at latest.

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The Solicitors' Journal.

LONDON, APRIL 30, 1870.

VICE CHANCELLOR JAMES gave judgment yesterday in *Wood* v. *Chart*, a case which has excited the greater attention from its being the first under the International Copyright Act, 1852 (15 Vict. c. 12), at least so far as that statute relates to dramatic compositions. The provisions of the Act, so far as they came in question in this case, are substantially these—the authors of foreign plays (*i.e.*, plays first performed abroad) may prevent the representation in the British dominions of any unauthorised translation, for a period not exceeding four years from the first publication or representation of an authorised translation, but nothing in the Act contained is to prevent "fair imitations or adaptations to the English stage" of a foreign play. To obtain the benefit of the Act the following requisitions must be complied with: (1.) the original play must be registered, and a copy deposited in the United Kingdom within three months of publication; (2.) the author must notify on the title-page his intention to reserve the right of translation; (3.) a *translation* sanctioned by the author must be published within three months of the registration of the original work; (4.) such translation must be registered.

Such being the law, the following are the facts:—"Frou-frou," a French comedy, was registered in England; an English version was made, published, and registered. Mr. Wood, the plaintiff, became assignee of all English rights both of the authors and translators. An unauthorised version was made and publicly acted by the defendants. Thereupon the plaintiff filed his bill for an injunction and an account. It must now be noticed that the authorised English version of the plaintiff was entitled "Like to Like," the scene transferred to England, the names of the characters changed to English names, and certain alterations and omissions made in the dialogue, but the plot and the main incidents continued the same. The Vice-Chancellor dismissed the bill, holding that the requisitions to entitle the plaintiff to the benefit of the Act had not been complied with, for "Like for Like" was not a "translation" within the meaning of the Act, but rather "an imitation or adaptation to the English stage." The proper course, the Vice-Chancellor said, would have been to publish an authorised translation of the whole work. This translation need not have been acted, but any alteration or adaptation of it might have been represented by the plaintiff or his licensees. Had the plaintiff done this, and then come into court, the Vice-Chancellor affirmed that he would have restrained the defendants' version as a piratical translation.

THE NATURALIZATION BILL passed through Committee in the House of Commons on Monday night, with but little discussion on the clauses. Three alterations have been made by the Committee. First, on the motion of Sir C. Dilke, endorsed by the Solicitor-General, the clause was omitted which empowered the Government to suspend the provisions of the bill so far as it relates to property held by aliens in the time of war. Secondly, a proviso was added to clause 4, to the effect that a person born abroad of a British father, may, if of full age, and not under disability, make a declaration of alienage, and shall thereupon cease to be a British subject. Thirdly, the time during which an alien must reside in this country before becoming entitled to a certificate of naturalization was increased from three to five years. A formidable alteration was proposed, on the report, by Mr. Vernon Harcourt, who wished to enact, in effect, that persons born within the dominions of her Majesty of alien fathers shall not be British subjects unless naturalized, and that persons born abroad, whose fathers are British subjects, shall not be natural-born British subjects when their fathers have never resided within the dominions of her Majesty. These proposals were met by Sir Roundell Palmer with the objections that, however sound they might be in theory, to attempt to apply them in practice would land us in difficulties of a most alarming nature; and that to adopt them would be to introduce an element of difficulty and contention into the very relations with the United States which it was the object of the convention to adjust. The Solicitor-General, on behalf of the Government, refusing to accept the amendment, it was negatived without a division. The bill as it stands will be read a third time next week, and will then be sent back to the Lords. They will hardly disagree with the few amendments of the Commons.

THE NEW HALL of the Inner Temple is to be opened by H. R. H. the Princess Louise, accompanied by Prince Christian, on Saturday, May 14, when a déjeûner will be given in the new building at one o'clock. There is also to be a banquet in the hall on the following Wednesday (May 18), at half past 5 p.m. The sub-treasurer has issued a notice to members of the inn, stating that as many places as possible will on each occasion be reserved for barristers and students of the inn; those who wish to be present on either occasion are requested to send their applications to the sub-treasurer on or before Wednesday (May 4), stating for which of the two days an admission ticket is desired. The allotment of tickets is to be made according to seniority, and notified immediately afterwards, and it is to be understood that as the accommodation in the hall is limited, no barrister or student can be present on both occasions.

THE SUBJECT OF COMPENSATION FOR RAILWAY ACCIDENTS, to which we have recently referred on several occasions, has now been brought before Parliament, and a motion by Mr. C. Denison for a committee of the House to investigate the subject has been carried. We were glad, however, to observe that an amendment proposed by Mr. Hinde Palmer, Q.C., was also carried, and that the committee will consider not only what ought to be done, if anything, to relieve the railway companies from the hardships of which they complain, but also whether something further cannot be done to render railway accidents less frequent. The whole subject is certainly a very fit one to be investigated by a Parliamentary committee; we fear, however, that the case of the railway companies is likely to be brought much more effectively before the committee than the case of the public. Of course the railway directors will take care that all the evidence that can be given on their side of the question comes before the committee; while, on the other hand, the case of railway passengers will be left to be protected by the voluntary exertions of members of the committee unprompted by any individual or particular interest. The proceedings of the committee will therefore require careful watching. One of the first things which the committee should do, as it seems to us, is to ask for a return of the amount paid for compensation for a certain number of years, as well from the railway companies which have been fortunate as from those which have been unfortunate. When these amounts were obtained and compared with the gross receipts for passenger fares during the same period,

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it would probably appear that, taking all the companies together, there would be little ground for saying that the amount of the fares had not been sufficient reasonably to cover the risk to be incurred. Even, however, if, upon this comparison, it turned out that the amount paid as compensation was large in proportion to the total fares, this would not of itself prove the case of the companies, because a considerable number of the accidents might no doubt have been avoided by good management, and as to these there can be no reason at all why full compensation should not be made. The only cases where there is any ground for limiting the compensation are where the accidents, although caused by negligence of the companies' servants, are yet such as must, owing to the nature of the traffic and to human fallibility, occasionally happen with the best management that can reasonably be called for. Of course it will be impossible to ascertain accurately the amount which has been paid by the companies as compensation for accidents coming within this category, but a fair estimate can be made by deducting from the total compensation paid by any particular company that paid in respect of particular accidents notoriously attributable to bad management. We notice that Mr. Denison adduced as an argument in support of his motion the great disproportion between the profit which would have been made by the Brighton Company by the safe carriage of the passengers in the New Cross accident and the actual amount of compensation which they had to pay owing to their not having carried them safely. This, however, goes no further to show that fares generally do not cover the risk than the death of a person within the first year after he had insured his life, after the payment of one premium only, would show that the office did not charge sufficiently high premiums fairly to cover their risk.

THE APPLICATION IN THE CASE OF Dr. Kinglake, which we anticipated would be made (*ante* p. 447), came before the Court of Queen's Bench on Saturday last, when Sir John Karslake moved, on behalf of the defendant, for a new trial, on the ground that Mr. Justice Hannen had improperly disallowed the privilege of silence claimed by the witness Lovibond. Lovibond, our readers may remember, took two objections to being compelled to answer: first, he alleged that his answers would tend to expose him to a criminal prosecution, and, secondly, that they would be evidence against him in actions for penalties under 17 & 18 Vict. c. 102 (the Corrupt Practices Act, 1854), now actually pending against him. On the first head, his objection was removed by a free pardon being presented to him for all offences of which he might have been guilty at the election of 1868. There still remained, however, the pending actions for penalties upon which the pardon could have no effect whatever. Did these entitle the witness to protection? The judge decided that they did not, upon the ground that the "penalties" recoverable were really nothing more than civil debts, and he added that he was fortified in his opinion by the circumstance that in the actions themselves in which Lovibond was defendant, he was, under 17 & 18 Vict. c. 102, s. 35, competent and compellable as a witness. Sir John Karslake strongly urged on the Court that this circumstance did not abridge Lovibond's privilege in any proceeding other than the action itself, and pointed out the practical hardship which might result from a contrary interpretation of the section. But neither upon this point nor upon the more general question whether a mere action for pecuniary penalties is sufficient to entitle a witness to refuse to answer, did the learned judges pronounce any very definite or decided opinion. The Chief Justice appeared to think the well-known rule as to the liability to a "penalty or forfeiture" being a ground of protection did not apply to a penalty recoverable by civil process. Mr. Justice Blackburn considered that the matter would have been doubtful had it not been for 17 & 18 Vict. c. 102, s. 35, which, in his judgment, took away the reason for the existence of the privilege altogether. It became unnecessary, however, to decide these somewhat difficult questions, inasmuch as all the judges (Cockburn, C.J., Blackburn, Mellor, and Hannen, JJ.) were agreed in thinking that the evidence, having once been admitted, was evidence of which the defendant had no right to complain, and that they could not review, at his instance, the judge's decision. It must, therefore, be taken to be the law that if the judge at *nisi prius* overrules, even though improperly, a witness's privilege, his discretion is absolute so far, at all events, as the parties to the proceeding are concerned. The case would, of course, be different if the privilege were improperly *allowed*, as then the party who desired the evidence to be given would suffer an injury of which he would have a right to complain. The distinction between the improper *admission* and improper *rejection* of the evidence where the witness claims his privilege is very clearly laid down by some of the judges in *Doe d. Egremont* v. *Date* (3 Q. B. 621), where Lord Denman, C.J., expresses a strong opinion that in both cases the Court ought to grant a new trial if the judge at *nisi prius* goes wrong. That opinion, on which Sir John Karslake chiefly relied, may now be considered as definitely overruled, so far as it has reference to the improper admission of evidence. The consequence will probably be to retrench within the narrowest limits, the allowance of claims of privilege for the future. For it is always desirable to admit evidence relevant to the issue, if possible, rather than exclude it; and with that view judges may be perhaps inclined to disallow claims of privilege rather more freely than heretofore, especially when they know that in taking that course there is no possibility of their decision being afterwards reversed.

A GOOD SPECIMEN of the result of careless legislation came before the Court of Queen's Bench last week in *Bowden* v. *Allen*, when the blunders in the Newspapers, &c., Repeal Act, 1869 (32 & 33 Vict. c. 24), became apparent. That statute repeals various enactments of George 3, restraining public meetings, lectures, &c., and so far was a beneficial Act, but it also repeals parts of more modern statutes, and amongst them some portions of 6 & 7 Will. 4, c. 76. Amongst the repealed sections of 6 & 7 Will. 4, c. 76, are sections 6, 8, and 13, by which declarations are to be delivered to the Commissioners of Stamps, containing the names, abodes, &c., of the printers, publishers, and proprietors, of every newspaper, &c., signed by such printers, publishers, &c., and describing the printing-house, house of publication, and title of the paper. A copy of these declarations is made conclusive evidence against the persons signing it, of all the matters therein stated; a copy of every paper published has also to be delivered to the Commissioners of Stamps, and the production of a copy of the declaration and of a newspaper bearing the same title as the paper mentioned in the declaration is made sufficient proof of the publication of the paper by the persons signing the declaration. Section 19 also compels any one to answer a bill of discovery filed to assist an action of libel by discovering the printers, publishers, or proprietors, of a newspaper; and the section further provides that such discovery shall not be made use of as evidence or otherwise in any proceeding against the defendant, save only in that proceeding for which the discovery is made.

The Newspapers, &c., Repeal Act, 1869, has repealed these sections, and consequently the old difficulty of proving the publication of a libel in a newspaper provided for by sections 6, 8, and 13, is revived. Section 19, it is true, is re-enacted in the repealing Act, but it only meets this difficulty by giving a remedy in equity, (necessarily causing delay and expense) in aid of the common law process.

In noticing the Newspapers, &c., Repeal Act, 1869, in the Legislation of the Year (13 S. J., 919), we pointed out this consequence of the repeal of 6 & 7 Will. 4, c. 76, and we then said, "If the framers of the Act had said

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not only that defendants should answer a bill of discovery in equity, but should also answer interrogatories in an action of libel, much would have been done. At present a defendant can refuse at law to answer such interrogatories, on the ground that he would expose himself to criminal proceedings; and if so, the plaintiff must go to the Court of Chancery to get the very same questions answered."

The difficulty which we then anticipated has now occurred in *Bowden* v. *Allen*, which was an action for a libel in a magazine. The plaintiff administered interrogatories to the defendant asking if he was the publisher of the magazine. The defendant refused to answer, on the ground that he might by answering expose himself to criminal proceedings, and the Court of Queen's Bench held that he was not bound to answer.

The plaintiff must, therefore, either run the risk of failing to prove at the trial that the defendant is the publisher of the magazine, or must incur the delay and expense of a bill in order to procure a discovery to which he is admittedly entitled, but which he cannot obtain in the course of the action, in consequence of the defects of the common law procedure. This is certainly not a satisfactory state of the law, and most people will agree with Brett, J., "That this did seem to him a lamentable state of things. He supposed it was an omission in the last Act of Parliament, but it was such an omission that the sooner it was rectified by the Legislature the better."

It is to be noticed that at chambers Willes, J., in this case, allowed these interrogatories to be administered, leaving any objection to them to come from the defendant himself on oath. This is carrying very far the rule of practice that the objection that interrogatories are criminating cannot usually be made on the application for leave to administer them, but must come on oath from the party interrogating. The direct and only object of these interrogatories was to compel the defendant to admit that he had published a libel.

ON WEDNESDAY LAST THE case of *Mordaunt* v. *Mordaunt* came before the Full Court for Divorce and Matrimonial Causes, on appeal from the order of Lord Penzance. The judges were, Kelly, C.B., Lord Penzance, and Keating, J. It will be remembered that this is a suit for dissolution of marriage, and the question now in dispute is whether the insanity of the respondent, Lady Mordaunt, is a bar to the suit. The respondent was found to be insane by the verdict of the jury about two months ago, and subsequently Lord Penzance made an order that "no further proceedings be taken in this suit until Lady Mordaunt recovers her mental capacity." This order was a formal one made that the question might be raised before the Full Court, and Lord Penzance expressed no opinion one way or the other in making it.

The hearing of the appeal occupied Wednesday and part of Thursday last, and the Court have taken time to consider their judgment. We have before (*ante* 349) noticed the few English cases which bear directly on this point. In addition to these some American authorities were also cited in the argument.

MR. JOSHUA WILLIAMS ON THE REAL ESTATE INTESTACY BILL.

The paper read by Mr. Joshua Williams, Q.C., at a late meeting of the Law Amendment Society, though nominally dealing only with the Real Estate Intestacy Bill, already noticed in these columns, has really a far wider scope, and embraces the whole law of succession to real property. On the provisions of the particular bill in question we should not think it necessary to add anything to our former notice,* but that some of Mr. Williams' suggestions, connected more or less indirectly with this point, are of great value and importance, and would at any rate require special consideration if only on account of the authority due to the source from which they emanate.

Mr. Williams desires, and we fully agree with him, to get rid of the last traces of feudalism from our system of land tenure, and he would, for that purpose apparently, abolish heirship at law altogether, and vest all lands in the executors or administrators, to be dealt with in the same manner as personal estate. But in this he seems to us to overlook the essential differences, so often pointed out in these columns, between moveable and immoveable property, differences not in the least due to or connected with the feudal system, and which cannot, we venture to think, be safely disregarded in any proposed amendment of the law. It is certainly not the case, so far as our experience goes, that leaseholds for long terms of years are "for all practical purposes the same as freeholds." On the contrary, for the very practical purpose of sale by auction they are, except in the case of houses in certain large towns, always at least one per cent., and often in a much greater degree, less valuable than freeholds: nay, we have known at least one instance where copyhold, undistinguishably mixed with long leaseholds, tended to raise the value of the whole, whereas if so mixed with freehold it would, as every conveyancer knows, and none better than Mr. Williams, have inevitably depreciated it. Whether this seemingly anomalous result is due to fancy, or to the exemption which real estate now enjoys from probate and administration duty, or to any greater pride of ownership still attaching to the possession of estates of inheritance, we cannot say, but such is the fact, and it must be fairly met if this question is to be properly discussed. For any alteration of the law which would put freeholds on the same footing with leaseholds would apparently operate to depreciate the value of the entire soil of England by about one ninety-fifth part; and this evil, though certainly too insignificant to stand in the way of any really valuable reform, ought not to be wantonly or inconsiderately incurred.

We agree with Mr. Williams that if the immoveable property of an intestate is to be divided, the proper course is to direct a sale and division of the money. The evils of the indefinite subdivision of land, resulting in a deteriorated agriculture and an overcrowded semi-pauper population, are far more serious than any advantage which can be anticipated by the most enthusiastic advocates of the proposed change, and we are glad to see that Mr. Williams not only recognises these evils, but boldly adopts the only possible means of obviating them. At the same time there are certain other disadvantages inseparably connected with this plan of sale. To say nothing of the cost of successive sales, which in a few generations would go far to eat up the value of the smaller properties (and it is pretty generally admitted that only the smaller properties would be practically affected by any change in the law not fettering the power of testamentary disposition), it is impossible to disregard the instinct of "locality." By this we mean the feeling, which seems universal in the human species, except perhaps some of the negro tribes, by which the land where we were born, the property which we have inherited, the house in which we have lived, acquires a special value in our eyes utterly distinct from and independent of not only its own intrinsic value, but even any consideration of neighbours or nationality. For the peculiarity of this feeling—irrational, if you will, but not the less prevalent—is that it is the soil itself, and not merely the people that are on it, which is the object of affection, so that we constantly see persons return, often at considerable sacrifice, to the place of their early associations, though knowing that they will not find there a single person with whom they have any acquaintance or who will have any recollection of them. Now there is no class among whom this cat-like tendency, if we may so describe it, is stronger than it is among the smaller landed gentry—*i.e.*, the class most likely to be affected by the proposed change of law; and nothing will, we think,

* 13 S. J. 764.

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be more calculated to provoke resistance to any such change on the part of this class (for whose benefit it is mainly proposed to be introduced) than any plan involving the necessity for sales of their land, which they would as a body look upon as little better than forced expatriation.

Perhaps the best way of meeting this difficulty would be to adopt for all estates the plan proposed by Mr. Williams for cases of hereditary rank—viz., that the land should descend unbroken to the heir, but charged with a proper provision for the other next of kin. The working of this plan might be further facilitated by attributing all the moveables in the first place to the junior next of kin, so as to reduce the ultimate charge on the land to a minimum; giving, however, liberty to the heir, should he in any case prefer it, to sell the land within a limited time, and on bringing the produce into hotchpot to take his share of the moveables instead. There are some isolated cases where this course would be desired, but we believe that, as a rule, the head of the family would be found to cling to the land, even though he thereby in effect paid an exaggerated price for it. The case of partnership lands, adduced by Mr. Williams, is not in point to this question, because such lands are, *ipsâ naturâ rei*, merely a form of capital, having no extrinsic value whatever; and in this case the rule which makes such lands real estate in the hands of the surviving partner might well be abolished, at least where such partner had not, by some unequivocal act, declared, after the determination of the partnership, his desire that such land should be so treated.

Again, we agree with Mr. Williams that the real estate of a married woman should not go to her husband to any greater extent than it does at present: nay, we go even somewhat further than he does, for if we rightly understand him he would give the surviving husband (or wife) an estate in fee simple in one-third of the wife's (or husband's) lands, whereas we cannot help thinking that the provision already made by law in this respect is ample, if not too great. In one point, however, the law on this matter seems to us to require amendment. The Dower Act, in its eagerness to free real estate from the restraints on alienation imposed by the old law of dower, not only enabled the husband to alien all his realty by act *inter vivos*, or by will, but even to defeat the dower by a mere declaration in the conveyance to himself, though it might operate only for the benefit of the heir. This seems to us to have been wrong, and we would propose that in all cases in which lands are suffered to descend to the heir, no matter what might have been the form of conveyance to the ancestor, such heir and his heirs and assigns should be bound to pay to the widow during her life one-third of the net rents after all proper deductions, in lieu of her dower "by metes and bounds," including, of course, a proper occupation rent in respect of any part of the proprety occupied by the owner for the time being himself. Tenancy by the curtesy we would be inclined somewhat to curtail. The reason of the rule that this right depends on the mere fact of issue having been born alive seems to be referrible to the law respecting the old conditional fees before the Statute De Donis, and it is at any rate sufficiently absurd to warrant its abrogation. We do not see any good reason why the surviving husband should during his life exclude his wife's relations, in whom he has presumably no interest, from the possession of her real estate, although it may be reasonable enough that, as head of the family, he should be entitled to this possession to the exclusion of his own children. We would therefore limit tenancy by the curtesy to the cases where the immediate reversion was vested in some child or children or remoter issue of the marriage, and we would also, as Mr. Williams suggests, make the husband's right subject to any provision which the wife may have made by deed or will.

The question of alienation of real estate by married women is one of the utmost difficulty and perplexity: on the one hand it is absolutely necessary to throw over the wife some protection against her own weakness and her husband's possible greediness, and on the other it is not desirable to render such estates absolutely inalienable during the coverture. We agree with Mr. Williams that the present system is a failure, and yet we are unable to suggest a better, short of an absolute restraint on alienation without the consent of the Court of Chancery, which we feel to be more than the occasion requires. Mr. Williams' suggestion, that "every married woman, with the concurrence of her husband, should have power to dispose of her real estate by a deed simply executed in the usual way," would simply hand over to nine-tenths of the husbands in the kingdom the fee simple of their wives' real estates within a short time after their marriage. At present husbands do not like the exposure and expense involved in separate examination and acknowledgment, and therefore the estate remains in the wife till some alienation is really desired; but upon Mr. Williams' plan a pocket deed vesting everything in the husband "in case of emergency" would be as usual as is now a disentailing deed by tenant in tail on coming into possession, "just to be ready."

We do not agree with Mr. Williams that the heir of the person last seised ought to inherit instead of the heir of the last purchaser. This question was considered, and the law deliberately altered, on the occasion of the last great reform of our real property law, and we think that the alteration was just in principle, and ought not to be disturbed. We do, however, quite agree that the heirs the stock of descent *ex parte maternâ* are unduly postponed, and would propose to substitute for the existing rule some such principle as the following. When the "last purchaser" is a purchaser only in a technical sense, and has in fact become entitled by gift, settlement, or devise from any relation, then the relations of such purchaser on the side whence the property has come should take before and in exclusion of all relations in equal degree of the other side; but subject to this qualification, all relations in any degree whatever on either side should take before and in exclusion of all relations in any more distant degree. When the last purchaser is a purchaser for valuable consideration other than marriage the descent should be the same as if he had acquired the property by gift *ex parte paternâ*.

By this rule the mother would inherit next after the father (or *vice versâ*), and brothers and sisters of the half blood by the same mother would come next after similar brothers and sisters by the same father, both sets of these being, of course, postponed to brothers and sisters of the whole blood.

We are utterly unable to concur in Mr. Williams' suggestion that the Crown is more entitled to a man's real estate than his second cousins, and we cannot even understand the suggestion that beyond the limit of first cousinship there is usually no expectation of provision. In our experience a man's nearest known relatives, however distant, are usually considered as naturally entitled to succeed him, and they most certainly, where there has been no ill-feeling or estrangement, expect to do so. The prevalent feeling in this respect is well illustrated by the common practice of testators of real estates, even of but moderate extent, who habitually, at least when they have no children of their own, devise their estates to every *known* relative in succession, according to their relationship, with an ultimate remainder to their own right heirs, so as to sweep in any *unknown* relative who might be able to prove his title.

One point, not noticed either by Mr. Williams or any of the speakers in the subsequent discussion, seems to us worth mentioning. If the distinction in the devolution of real and personal estate be preserved in any form whatever, we think the primary liability of the personalty to the payment of debts, &c., ought to be abolished, and all debts and expenses come *pari passu* out of the real and personal estate in cases of total intestacy, and out

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of the residuary personalty and descended realty in cases of partial intestacy. The rule which sweeps away the entire fund of the next of kin for the payment of debts, whilst leaving untouched the property of the heir, seems to us to be productive of much greater hardship, and to involve far more practical injustice, than any arbitrary distinction (and all rules of descent must be arbitrary) in the descent of moveable and immoveable property.

COURTS.

COURT OF COMMON PLEAS.

(At Nisi Prius, before WILLES, J., and a Common Jury.)

Allsop v. *M'Gowan and Danks.*

This was an action by John Allsop, an attorney of Bromley, for a libel alleged to have been published in the *Will o' the Wisp* newspaper of the 5th of March last, of which paper the defendants were said to be the printers.

The article complained of was headed "Beggars and Beggarly Natures," in which it was stated that Mr. Allsop had set a savage dog at a beggar, with various comments.

The plaintiff said that on Sunday morning, the 13th of February, he was reading the Church Service to his wife, when the maid servant informed him that a man was on the premises and trying the door. He went down, let loose his dog, who was barking, and who ran before him and attacked and bit a man named Webb. He pulled the dog off, followed the man, gave him into custody, and eventually preferred a charge against him, which was dismissed by the magistrates.

Serjeant Parry, *Nasmith* and *Cunningham*, for the plaintiffs.

Brandt for the defendant M'Gowan.

Waddy for the defendant Danks.

Brandt contended that the article complained of was a fair comment upon what had occurred, and that the plaintiff did actually set the dog on to Webb, the man had been bitten in the arm, the hand, the leg, and the back; if the dog was ferocious the plaintiff ought not to have let him out; if he was quiet the plaintiff must have set him on, otherwise he would not have bitten Webb so seriously.

Waddy contended that his client was only a servant in the employment of Mrs. M'Gowan, the other defendant, and

WILLES, J., ruled that he was not liable; but as to Mrs. M'Gowan, although she had personally nothing to do with the printing of the paper, she was answerable for what was printed in what was clearly her establishment. It was proved that she was an old lady verging on eighty, and the plaintiff admitted that he had brought about five other actions for reports of Webb's case in different newspapers.

Verdict for the plaintiff against M'Gowan—Damages £50.

(Sittings in Banco, before BOVILL, C.J., and KEATING, SMITH and BRETT, JJ.)

April 25.—*Jones* v. *Bewicke.*

Cooper moved for a new trial, on the ground that the damages were excessive. The action was for a libel in charging the plaintiff with perjury in two letters written to the plaintiff's attorney, and also for addressing a letter to the plaintiff as "Old Perjury Jones, Llanelly." The defendant, in 1868, married the daughter of the plaintiff, a solicitor, of Llanelly. The marriage was an unhappy one, and on the wife's application a divorce was obtained in the Divorce Court, Lord Penzance decreeing to her alimony amounting to £250 a year out of the defendant's estate. The amount of that alimony was arrived at on evidence given by Mr. Jones as to what he had heard the defendant say his estate was worth. On the first quarter's payment becoming due the defendant sent it in a letter to Mr. Jones' attorney, accusing Mr. Jones of having committed perjury in his evidence. On the next payment becoming due he sent a similar very violent letter. The next payment he enclosed in a registered letter to Mr. Jones, addressed outside to "Old Perjury Jones, Llanelly." The postmaster, knowing something of the matter, sent this letter by a clerk to the plaintiff and, so far as this and the other letters went, there was no pretence for saying the plaintiff was injured by the defendant's conduct. Mr. Bewicke had conducted himself in a very unfortunate manner when in the Divorce Court. The action resulted in a verdict for £500.

BRETT, J., said in his opinion the conduct of Mr. Bewicke in the Divorce Court had been most disgraceful, and the only excuse that could be suggested for him was that he was not responsible for his actions.

Cooper said Mr. Bewicke wished to express his regret for the expressions he had then used. With regard to the injury Mr. Jones had sustained, he submitted that he ought to be satisfied with a verdict and nominal damages. But he had got £500, which was a very heavy sum to receive for what had occasioned his character no damage. Mr. Justice Byles had stayed execution to enable him to make this motion.

The COURT said they would consult Mr. Justice Byles on the matter.

(Before BOVILL, C.J., and BYLES and BRETT, JJ.)

April 27.—*In Re Thomas Eaton, an attorney.*)

An attorney may be struck off the rolls for fraudulent conduct dehors the scope of his functions as an attorney.

In this case, *Garth, Q.C.*, on behalf of the Incorporated Law Society, had obtained a rule *nisi* calling on Mr. Thomas Eaton, an attorney, to show cause why he should not be struck off the roll of attorneys.

The charge against Mr. Eaton was that he had been in the habit of answering advertisements for the sale of estates and entering into contracts to purchase, with no intention of completing, and on delivery of abstract raising technical and other objections, and finally offering to forego the contract on payment of a sum of money.

The charge had been referred to Master Bennett, who reported that from 1861 to 1869 Mr. Eaton had been in the habit of inducing intending vendors of estates to enter into open contracts for their sale by offering sums above their value, without any intention of completing such contracts, and then raising objections to the title, generally unfounded, and merely technical, for the purpose of extorting money from the vendors to be let off their contracts. These proceedings had been systematically pursued for the purposes of fraud and of extorting money. In one or two cases the vendors had carried the cases to the court, when Mr. Eaton had been defeated, and had had to pay the costs. The master having read his report,

Joyce, for Mr. Eaton.—My Lords, I do not know what I am to say after that report, but I merely submit to your Lordships that these matters are really not matters done in the office of an attorney.

BOVILL, C.J.—Do you think the taking advantage of his professional knowledge as an attorney in endeavouring to entrap the unwary over a series of years is not within his province as an attorney?

Joyce.—I have always thought the application to strike a man off the rolls should be for acts done in the office of an attorney.

BOVILL, C.J.—Do you think that a man being guilty of fraud is not sufficient to take him off the rolls?

Joyce.—Your Lordship sees the striking off the rolls will not prevent this class of business being carried on.

BOVILL, C.J.—He has been acting as an attorney, because one ground on which he asked for money and obtained it was, that he had incurred costs, those being costs that he had charged himself.

Joyce.—After that it is difficult for me to say—

BOVILL, C.J.—Difficult for you to say he is a man fit to remain on the rolls of the court.

Joyce.—I do not think striking off the rolls will remedy the present evil.

BOVILL, C.J.—But there may be another remedy besides that. Men who pursue such a course may find out the law is strong enough to reach them.

Joyce.—I will not occupy the time of the Court.

BOVILL, C.J.—We need not trouble you Mr. Garth. This application is made calling on Mr. Thomas Eaton to show cause why in one alternative he should not be struck off the roll of attorneys of this court. The charge against him was that for many years past he had been in the habit of drawing intended vendors and purchasers of property upon contracts towards himself, without any intention on his part of purchasing, but with an intention of finding some technical or colourable ground for refusing to do so, and thus obtaining compensation for abandoning the contract. That charge was investigated before the master, there having been various affidavits produced in court requiring the attorney to show cause why he should not be struck off the rolls. Many cases have been investigated by the master, com-

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mencing in the year 1861 and coming down to the year 1869. When the matter was investigated before the master, Mr. Thomas Eaton had an opportunity of attending to give any explanation that he thought fit, but he has not attended before the master to be examined personally. Probably there is very good reason for his not attending, and from the circumstances that were proved in the cases that were investigated, the master is satisfied that what took place in this case was a portion of a systematic course of fraud. The master distinctly finds that; and if it was part of a system of fraud the probability is that, if Mr. Eaton had presented himself for examination, not only these cases could not have been explained, but some light might have been thrown on some of his other transactions, and probably not very favourably to himself. However, we do not take that into consideration, because it is quite sufficient, on the cases that have been investigated, to say that the master is fully justified in stating his finding that these contracts were fraudulently entered into by Mr. Eaton with no *bona fide* intention to complete them, but with the view of extorting money from the vendors by raising difficulties which they would be unable to remove. Those objections are found by the master to have been in some instances purely technical, and in others colourable only, and not raised for any *bona fide* object of obtaining protection as a purchaser. In many instances Mr. Eaton did not even go to see the property, and the result is that the master has come to the conclusion that Mr. Eaton has beeen guilty of fraud and misconduct with reference to the matters contained in these rules. It is not sought by Mr. Joyce at all to impugn the conclusion at which the master has arrived. Indeed, on these facts it was impossible for him to do so. He suggests that these matters found by the master were not connected with Mr. Eaton's office as an attorney; but that objection fails entirely, if it were the only objection, because here was the case of an attorney availing himself of his knowledge of the profession, not for the purpose of assisting the Court and advising clients, but using his knowledge for the purpose of defrauding those not so well acquainted with the law as he was. I should be serry to lay down any such narrow rule as that the misconduct of the party must be in his character simply of an attorney. It is manifest that there is no such rule. Each case depends on the circumstances, and the question is whether such a man is fit to remain upon the rolls of the court—whether he should be left to remain a member of an honourable profession in which the important interests of his clients are placed in his hands. It is clear in this case he has been guilty of gross fraud and misconduct, rendering him unfit to be an officer of the court; and, therefore, I think that the rule should be made absolute to strike him off the rolls.

BYLES, J.—I am of the same opinion. I have listened with great attention to the statement of the master. I collect that in eight or nine cases Mr. Eaton entered into contracts with no intention of completing them, but knowing very well from his knowledge as an attorney that he should be able to entrap the vendors, and in those cases he has used the contract simply as a means of obtaining money. I agree with the master that those two other cases in which he has not succeeded are against him and not for him, for in those cases he had not even a pretext for the objections. Mr. Joyce says he did not act as attorney. He used his knowledge as an attorney, as my Lord has pointed out, for a fraudulent purpose. He was, at all events, his own attorney, and if he acts in this manner when he represents himself, what can you expect he will do when he represents other parties and has to deal with third persons? The master has drawn a conclusion, which I confess I should have drawn myself, that there was no intention to carry the transactions out. He (Mr. Eaton) was drawing unwary vendors into a snare. The master has further found that these are steps in a systematic course of fraud, and in those cases in which Mr. Eaton did not succeed, it was because he was caught in his own snare.

BRETT, J.—No one who has heard the evidence can doubt that this man has been systematically an igneminious and fraudulent cheat, and I hope there is no foundation for the proposition which Mr. Joyce glanced at, and did not attempt to support, that if a man bears such a character as that, and it is proved against him, he is allowed to remain on the roll of attorneys because he has not acted as an attorney. I hope there is no such rule, and until such a rule is proved by the most conclusive authority I, for one, should not listen to it. I think such a man is dangerous not only to an honourable profesion but to any profession or trade in this kingdom, and I think it is highly proper that he should be struck off the roll of atterneys.

COURT OF EXCHEQUER.

(In Banco, before the LORD CHIEF BARON and MARTIN, PIGOTT, and CLEASBY, BB.)

April 22.—*Mathews* v. *Collis and Another.*

This was an action against the defendants, a Birmingham firm of solicitors for negligence in not putting in force a writ of *capias* against a gentleman named Lawton, whereby he escaped to America, and the plaintiff had to follow him thither and effect a compromise of a debt of £7,000 due to him, losing more than one-half of that amount, as well as being put to very considerable expense and trouble. The plaintiff sued the defendants for the balance of his claim against Lawton, and the expenses he had incurred in attempting to enforce payment of the whole debt. The case was tried before Bramwell, B., and a special jury, on Feb. 9 (*ante* p. 316) when the plaintiffs obtained a verdict for £1,800.

Sir John Karslake, Q.C. (with him *Inderwick*), now moved for a rule for a new trial on behalf of Mr. Collis, on the ground that the damages were excessive. He stated that the learned Baron at the trial expressed his dissatisfaction with the verdict, and stayed execution.

Henry James, Q.C., moved for a similar rule on behalf of the other defendant.

Rules granted.

COURT OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

April 21.—*Re Zalmansen.*

Receiver—Sale of Debtor's Effects.

The debtor, Joseph Zalmanson, had filed a petition for arrangement under the 125th and 126th sections of the Bankruptcy Act, 1869, and on the 21st March a receiver was appointed who had possession of the debtor's effects, and had carried on his business—that of a grocer—until the present time. A first meeting had been held under the proceedings, but in consequence of the omission from the list of the names of certain of the creditors, it became necessary to hold a substituted meeting, which had been fixed for the 10th May.

Reed, for the receiver, now applied, upon affidavit, for an order for the immediate sale of the debtor's effects, stating that it would be of advantage to the creditors that the property should be forthwith realised. It appeared that the business was being carried on at a loss.

The CHIEF JUDGE held that inasmuch as no valid meeting of the creditors had been held he had no power by law to order a sale.

Application refused.

Solicitors, *Reed & Lovell.*

Re Tichborne.

Bankruptcy Act, 1869. *ss.* 125, 126, *rule* 260—*Injunction to restrain Bankruptcy proceedings—When disallowed.*

On the 6th April two petitions for adjudication of bankruptcy were filed by creditors against Sir Roger Charles Doughty Tichborne, Bart., which were returnable this day. Yesterday, the 20th April, the debter filed a petition for arrangement under the 125th and 126th sections of the Bankruptcy Act, 1869.

Reed now applied *ex parte* on behalf of the debtor under the 260th of the new rules for an injunction restraining the petitioning creditors from proceeding further in bankruptcy. He stated that it would be of considerable advantage to the general body of the creditors that proceedings in bankruptcy should be restrained. The debtor was the claimant to large estates in Hampshire, and an adjudication might have the effect of staying a suit, now ripe for hearing, for the recovery of the property.

The CHIEF JUDGE held, that having regard to the delay which had taken place in presenting the petition for arrangement, it would be extravagant in the highest degree to grant the injunction asked for. A creditor had a legal right upon proof of the necessary requisites to obtain an adjudication against his debtor, and his Lordship could not

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speculate as to what the result of that adjudication might be. The application might be renewed upon proper grounds, in case an adjudication was actually obtained against the debtor, but the Court could not hold out the slightest encouragement to him. At present no reason whatever seemed to exist why the application should be granted.

Application refused.

Solicitors, *Walter & Moojen.*

April 22.—*Re Harrison.*

Bankruptcy Act, 1869, *s.* 28—*Practice.*

In this case the creditors of the bankrupt had resolved to accept a composition of ten shillings in the pound payable by instalments in discharge of their debts; that the property should remain in the custody and under the control of the trustee until the instalments were fully paid; and that the bankrupt should in the meantime carry on the business—that of a dealer in jewellery. It was further resolved that the resolution should be carried out by a deed to be prepared for that purpose, and to be executed by all necessary parties, and that the bankruptcy should be annulled. This was a sitting for the public examination of the bankrupt.

Bagley, for the trustee, referred to the 28th section of the Bankruptcy Act, 1869, and applied for the direction of the Court with regard to the orders necessary for carrying out the intended arrangement.

The CHIEF JUDGE, after considering the terms of the section, was of opinion that, when all the requisites had been complied with, the duty was cast upon him to look through the deed and approve it. But, apart from the resolution, there must be a specific order to annul; and the two things could not be done simultaneously.

The deed was then produced, and his Lordship undertook to peruse it.

Solicitor for the trustee, *Lee.*

April 25.—*Re Cotterill.*

Bankruptcy Act, 1869, *s.* 13—*Petition for adjudication—Injunction to restrain sale of debtor's effects when adjudication not obtained.*

This was an application to restrain Messrs. Elphick, execution creditors, from selling the goods of a debtor, against whom a petition for adjudication had been filed. The petition was presented on the 8th April by a French creditor, the act of bankruptcy relied upon being the non-payment of the amount of a debtor's summons, and was returnable on the 2nd of June. Mr. W. Cotterill, who had been in practice as a solicitor, had absconded from England, and up to the present time the petitioning creditor had been unable to effect service of the petition. Prior to his disappearance from this country Cotterill resided in the neighbourhood of Dulwich Wood Park, and his furniture at the house was of considerable value. On the 14th February Messrs. Elphick obtained a judgment against the debtor for £87; they had since caused an execution to be levied upon his effects at Dulwich Wood Park; and the present application was made for the purpose of restraining a sale by the sheriff.

Bagley, in support of the application.

R. Griffiths, for the execution creditors, said the affidavit in support of the application was extremely vague, for all the deponent stated was that the debtor had formerly resided at the address given, and that the furniture and effects there, as he was informed and believed, were of considerable value. It did not appear from the affidavit to whom the property belonged.

The CHIEF JUDGE.—The affidavit might be more explicit, but it is clear that the execution can only be available against the effects of the debtor.

R. Griffiths submitted that it would be a hardship, if the execution creditors were entitled to the proceeds of the sale, that they should be restrained.

The CHIEF JUDGE said he understood that a receiver had been appointed; and, if the execution creditors were entitled to the fruits of their judgment, their rights would be preserved and protected; all their rights would be undisturbed, except their right to sell that property which might be theirs and might belong to the creditors generally.

Application granted.

Solicitors for the petitioning creditor, *Linklaters, Hackwood, & Addison.*

Solicitor for the execution creditors, *H. M. Phillips*, for *Hillman*, Lewes.

April 26.—*Re Goodbeheere.*

Bankruptcy Act, 1869, *ss.* 125, 126—*Petition under adjudication of bankruptcy—Transfer of file of proceedings—Practice.*

The debtors, Messrs. Goodbeheere, filed a petition for liquidation by an arrangement or composition under the 125th and 126th sections of the Bankruptcy Act, 1869, in the month of February last, and at the second meeting held under the proceedings the creditors resolved that the estate should be wound up in bankruptcy and not by liquidation. On the 11th inst. the debtors were adjudicated bankrupts.

Bund, for the petitioning creditor, now applied for an order that the affidavits and other documents, filed under the liquidation, might be used in the bankruptcy proceedings, and that they might be transferred, if necessary, from the liquidation file to the bankruptcy file. He stated that very great expense would be incurred if the creditors were required to make their proofs over again; for, under the liquidation, no less than 130 affidavits had been filed. The Court had power to make an order of the nature sought for in the case of the intervention of a liquidation after proceedings in bankruptcy, and he submitted that the converse case would apply. This was the first application of the kind in the Court, and several others were dependent upon it.

Mr. Hackwood, solicitor for the debtors, referred to the practice under the arrangement clauses of the Bankrupt Law Consolidation Act, 1849, and said that he was instructed to submit to any order the Court might make on the application.

The CHIEF JUDGE said it seemed very desirable to avoid the trouble and expense consequent upon making fresh affidavits, but it would be the duty of the trustee under the adjudication, when appointed, to look into the proofs, and, if he disputed any one, he must challenge it and investigate it. There must be one file now that the liquidation had ceased—one file, but two volumes perhaps.

Application granted.

Solicitors for the petitioning creditor, *Matthews & Matthews.*

Solicitors for the debtors, *Linklaters, Hackwood, & Addison.*

April 27.—*Re Gregory.*

Bankruptcy Act, 1869, *ss.* 125, 126—*Petition under—Duties of receiver—Disputed claim—Practice.*

The debtor in this case had filed a petition for liquidation by arrangement or composition under the 125th and 126th sections. A first meeting had been held and the second meeting had been appointed to take place early in May. At the first meeting a proof for £2,137 was put forward on behalf of a creditor, Hooper by name, and as it involved transactions extending over a period of twelve years, some of the items of the account being wholly disputed, the receiver was desirous of obtaining the direction of the Court as to what proceedings should be taken for the purpose of contesting the claim.

Mr. Wickens, solicitor, as appearing for the receiver, said his client stood in the position of a trustee for the whole of the creditors and he was desirous of adopting any proceedings the Court might sanction to be taken in the matter.

The CHIEF JUDGE.—The receiver has no right to institute any proceedings. He is not a trustee; his duty is simply to collect the estate of the debtor, and he has no right to make himself a party to any proceedings.

His Lordship refused to make any order at present, but intimated that if any difficulty arose at the second meeting, the matter might be disposed of by summons.

APPOINTMENTS.

Mr. LEWIS PRICE DELVES BROUGHTON, of the Calcutta Bar, has been appointed Administrator-General of Bengal, in succession to the late Mr. C. S. Hogg. Mr. Broughton was called to the bar at Lincoln's-inn in January, 1860, and was for a short time Recorder of Rangoon. He also fills the office of Registrar of the Archdeaconry of Calcutta, to which he was appointed at the beginning of the current year, and is the author of a work on the State of the Law in the Non-Regulation Provinces, noticed in our last week's issue.

Mr. JOSEPH GRAHAM, Acting Advocate-General at Calcutta, has been appointed a member of the Legislative Council of the Lieutenant-Governor of Bengal. Mr.

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Graham was called to the bar at the Middle Temple in November, 1852, and fills the substantive appointment of Standing Counsel to the Government of India.

Mr. ALFRED CRICK FREEMAN, solicitor, of Maldon, Essex, has been elected Clerk to the Board of Guardians of the Maldon Union, in the room of William Codd, solicitor, resigned. Mr. Freeman was certificated as a solicitor in Trinity Term, 1863.

Mr. JOHN EVANS, solicitor, of Wrexham, Denbighshire, has been appointed by the Right Hon. Dr. Lushington, Master of the Faculties for his Grace the Archbishop of Canterbury, to be a Notary Public for the district of Wrexham, and a circuit of twenty miles.

Mr. RICHARD CLARKE, of Shrewsbury, Salop, has been appointed a Commissioner to Administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

A COMPLAINT.

Sir,—A case was heard before Mr. Baron Channell on Saturday last at Westminster Hall in which I was the plaintiff's attorney, which turned out to be a most suggestive circumstance in favour of our branch of the profession having a right to plead in the superior courts. In autumn last my client was sued in the county court at a provincial town by an agister of cattle for the keep of two of his horses. He defended the action on two grounds: first, that his contract was not with the agister, but with another man, against whom he had a cross-demand; and secondly, that he had demanded the delivery of the horses of the agister before the cost of the keep accrued—there being no lien at law for agistment. In the county court he was defended by another attorney, but having come to me in the meantime upon other business he asked my advice upon this, and I quoted to him the cases in support of his contention that an agister has no lien except by express agreement, and put them down on paper. The provincial attorney, however, seemed to consider them as no value, and the judge was about to give a verdict in favour of the agister, when the defendant handed this note of the cases up to him, and he accordingly reserved his judgment, and eventually gave a verdict for the agister for the keep only up to the date of the demand for the horses. My client then instructed me to bring an action for the detention, which was heard on Saturday last; and partly in consequence of an illness with which he had been attacked that morning, which rendered his memory indistinct upon the facts, and partly through the manner in which the case was presented to the Court by counsel, my client was non-suited. The judge, however, took occasion while my client was giving his evidence to launch out into invective against me. Although I had been previously advised by both counsel that it was not necessary to have the county court summons or the previous attorney in court, the judge said I had been guilty of "gross negligence" in not having them there. They still insist that they were not necessary, and that the case could have been proved without it. The impression upon the jury and the public in court, however, was that my client was non-suited all through me, because I did not produce the county court summons. What fell from the bench therefore amounted to a most unwarrantable and damaging slander, and yet I have not only no redress, but I was unable to vindicate myself in court. My client entirely acquits me of all blame, but what I complain of is that I should be the victim of a most unjustifiable piece of petulance and impatience from the bench without having an opportunity given me of saying a word either in the witness-box in my defence or from the bar in explanation. Whatever were the merits of the case, the learned judge had no right whatever to condemn the conduct of an innocent party in such vehement terms without a hearing. If he had been a county court judge he would not ventured to have done so. He would not only have been responsible in damages, but he would have suffered severely from a repartee in public. It is only one more instance in illustration of the iniquitous system of precluding us from a right of audience. A SOLICITOR.

[We are unacquainted with the facts of this case, except through the medium of our correspondent's letter; but we can hardly think it probable that Mr. Baron Channell should have been guilty of a "most unjustifiable piece of petulance and impatience."—ED. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

April 22.—The *Naturalization Bill* passed through committee.

The *Poor Relief (Metropolis) Bill* was read a second time.

The *Bridgwater and Beverley Disfranchisement Bill*.—The Attorney-General moved [the second reading.—Mr. Neville Grenville hoped the measure would be postponed until hon. members could consider the reports.—Col. Stuart Knox moved to postpone the bill for three months.—After some discussion, the second reading was carried without a division.

The *Mines Regulation and Inspection Bill* was committed *pro forma*, and the next stage fixed for May 26.

The *Wine and Beerhouses Act Amendment Bill* was read a second time.

April 25.—*Mansions on Settled Estates*.—Mr. Stapleton obtained leave to bring in a bill to enable the owners of settled estates in England and Ireland to charge such estates, within certain limits, with the expense of building mansions as residences for themselves, as the owners of entailed estates in Scotland are already enabled to do by the Act of 10 Geo. 3, c. 51, known as the Mongomery Act.

Railway Accidents.—Mr. Denison moved for a select committee to inquire into the law and the administration of the law of compensation for accidents as applied to railway companies. When he addressed the House last session upon this subject he did so entirely upon his own responsibility; but since then he had had the opportunity of conferring with the heads of almost all the railway companies, and he believed that in making this motion he now had their unanimous concurrence. The grievances of which the companies complained had been set forth in the petitions which he had presented upon the subject. It was urged that, for the benefit of the public, and in accordance with their requirements, they had undertaken unusual and special risks; that they had undertaken to carry passengers at a high rate of speed; that all those extra and special risks were by the law, as it stood, made to fall upon the railway companies, while they were compelled not only to exercise due care and vigilance, but to insure, in case of accident, the social position of the passengers injured. If it were argued that the rate of speed was within the control of the companies, he would ask, what would be the feeling in the minds of the public if the railway companies for one month only were by arrangement among themselves to reduce their speed to twenty or twenty-five miles an hour? Complaint on the subject would be general throughout the country, and yet they were subjected to a law which might have answered very well when the conditions of society were entirely different. when the *maximum* rate of speed was ten miles an hour, and when the conveyance was under the control of a single individual. He had no doubt, if this committee were granted, that he should be able to adduce such a body of evidence as would convince any fair and reasonable man of the existence of a very serious grievance. The report of the Royal Commission, of which the Chancellor of the Exchequer and the First Commissioner of Works were both members, by whom this subject had been considered, recommended, among other things, that railway companies should be held responsible when the accidents resulted from their negligence; that the amount of compensation should be regulated by the class by which the person injured was travelling, but that any passenger should, on the payment of a small extra tariff, be entitled to claim to insure for a higher sum; that claims for compensation should be made within a limited period, and that the companies should have a right to institute medical examinations in cases where injuries were alleged to have resulted from accident. There could be no doubt that railway companies suffered much from the prejudice of juries, and the latter so frequently made awards which would carry costs, that railway companies, rather than run the risk of being saddled with the costs of both parties, submitted in many instances to claims which they knew to be excessive, and which they believed to be fraudulent.—Mr. Hinde Palmer could quite understand that the hon. gentleman had consulted all the heads of the railway companies and obtained their concurrence for the motion he had made. It was not in behalf of the com-

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panies, however, but of the public that he moved an addition to the hon. gentleman's motion. At present the great and almost the only guarantee which the public had for the safety of passengers and for insuring the exercise of caution and care on the part of the railway companies was the heavy damages to which the companies were liable when accidents occurred; and if the object of the motion was to cut down the amount for which the companies were responsible it would so far diminish the guarantee which the public possessed. It was a necessary consequence therefore, that there should be an inquiry as to whether certain means could not be adopted to prevent these accidents altogether. He moved as an addition to the motion the following words, "and also to inquire whether any and what precautions ought to be adopted with a view to prevent accident."—Sir H. Selwin-Ibbetson, in seconding the amendment, said that during the last three years the injuries and deaths from collisions, pure and simple, were 1,376, while from all other causes whatever they were only 595. That was a strong case for trying whether these accidents could not be prevented. If the Government laid down certain rules by which they should expect the companies to conduct their traffic, these companies on complying might require that their liabilities to some extent should be diminished. The recommendations made by the Government inspectors for the prevention of accidents had very largely increased during 1869; for in that year there were as many as 20 reports from those gentlemen on railway collisions, in which they recommended that the block system should be adopted on the line as the only adequate security against accidents. It was a question whether the Government should not have some power to enforce those suggestions.—Mr. Read objected to that question being considered with reference to the interest of railway directors, as the most important interest concerned in the matter was that of the public.—Mr. Shaw Lefevre said that, in assenting to the motion, he must not be taken to assent to the arguments and conclusions of the hon. member. The subject was a wide one, and involved other considerations. He had, no doubt, made out a strong *primâ facie* case on behalf of the railway companies; they often suffered injustice at the hands of juries; they were mulcted very heavily in court. Cases of a monstrous character sometimes occurrrd, such as that mentioned last September, when a lady obtained £1,200 because she sprained her foot in tripping over a hole in a carpet at a railway station. Then there were cases of another kind, such as that of the late Mr. Pim, whose family obtained £12,000 damages against the Great Northern Company because he had neglected out of an ample estate to make provision for his younger children, and was killed in an accident. It had seemed to him that the Courts, in admitting considerations as to the future advancement of a claimant, the possibility of his rising in a profession had opened the door to claims of an almost exaggerated character; but hard cases did not always mean bad laws and bad legislation, and they must look rather further for the effect of the general working of the law. The whole amount paid by the companies, though large, formed but a small percentage of the gross receipts. Then, again, the principle on which the companies were responsible was one of very wide application. The responsibility of the employer for the negligence of his servant was a principle which ran through our whole jurisprudence, and in some respects it seemed to be a harder case that the owner of a carriage should be responsible if his coachman negligently drove over a man in the streets than if the railway company having engaged to carry a passenger safely, an accident occurred to him through the negligence of their servants. Shipowners, dock companies, and a hundred other such companies were subject to the same law. Another consideration was the extent to which the present law operated as an inducement to railway companies to adopt all reasonable precautions to prevent accidents. It had been the settled policy of Parliament hitherto not to interfere in the management or working of railway companies, but to hold the companies responsible for their negligence. In the case of ships Parliament had interferred to a greater extent and in a variety of ways, and in introducing the Merchant Shipping Bill he relied upon the same principle. He should himself be unwilling to lessen in any material way that sense of responsibility on the part of those great carriers over whom they had so little control; and if they were to do so to a small extent, it would be desirable to consider whether some greater control ought not to be exercised over them with a view to the prevention of such accidents. Perhaps means might be devised for preventing those grosser cases without really diminishing the responsibility of railway companies. The Royal Commission, while upholding the importance of not relieving companies of the responsibility, were of opinion that, on the one hand, [companies should be absolutely responsible for all injuries to passengers not due to the personal negligence of such passengers, and second that their liability should be limited within a *maximum* amount. They did not state what such *maximum* should be, but he apprehended, from other portions of their report, that it would be a high *maximum* as compared with anything that the hon. member had suggested. The principle aimed at had already been to a very limited extent conceded by this House in the case of two or three metropolitan companies, which were compelled to run workmen's trains at a very low price. Parliament had also limited the compensation in the event of accident to £100, and had provided special arbitration clauses, which were much valued by the companies.—The motion, with the addition of the words proposed by Mr. Palmer, was then agreed to.

Payment of Rates by Charities.—Mr. Muntz, obtained leave to bring in a bill to relieve churches and elementary schools from payment of local rates.

April 27.—The *Marriage with a Deceased Wife's Sister Bill.* Committee.—Mr. Walpole moved, as an amendment to the motion for going into committee, "That it is inexpedient to alter the law of marriage, which has existed in this country from time immemorial, as to the degrees of kindred and affinity within which marriages are permitted, until Parliament has considered the whole question whether degrees of affinity should be put on a different footing from the corresponding degrees of consanguinity." The social system of the country, founded on the law of marriage, had existed from time immemorial, and should not lightly be disturbed. It should not be lawful to marry within the family circle. Marriage as revised and purified by our Saviour made the two so entirely one that each had all the other's obligations, &c. He could not believe there was any Divine command which would, even by inference, permit the proposed marriage. The present law had existed in Christendom nearly fifteen centuries. And the law lords had held that the law was what it had been from time immemorial, and could not be got rid of by going abroad. In Scotland it was an article of faith. It was said the aunt was the natural protectress of the orphans, but was she not a much better one as it was? It would be different when she became a stepmother; many sisters would decline the care altogether after the alteration of the law. It was false to say that the change was desired by the poor; it was the rich who wanted it. It was said that natural freedom allowed everyone to marry all those to whom he was related only by affinity. But could two brothers marry the same woman, or the uncle the niece? How could the marriage be sanctioned between a man and two sisters, and not between a woman and two brothers? If the law of marriage was once broken up the relaxation must be carried much further than the Bill proposed.—Mr. Monk seconded the amendment.—Mr. Gladstone observed that, excepting the Established Church and the Presbyterian communions, there was no religious community with whom it was a matter of conscience to maintain the prohibition which the present Bill proposed to remove; but, on the contrary, so far as the religious communities other than the Established Church and the Presbyterians had expressed a judgment, that judgment was adverse to the prohibition. He had for many years felt the pressure of the argument derived from the principle of general toleration and the difficulty of enforcing the rule of one particular religious denomination on the members of other denominations who denied its authority. The narrow ground taken by the amendment was that the introducer of this bill should not be permitted to raise a question on a particular point in the table of prohibitions, unless he was prepared to raise a similar question with respect to a multitude of other prohibitions. The introducer of the bill had proceeded on the practical view of this matter. There was diversity of opinion on it among all political parties and religious denominations. Many bishops and clergymen of high standing were in favour of the legalisa-

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tion, notably the Dean of Chichester, whose opinion carried very great weight. But the amendment asked them to leave the practical ground and grapple with an abstract question—the question whether a distinction was to be drawn between degrees of affinity and consanguinity. The argument of natural freedom had been used, but for his part he preferred to avoid all arguments of an abstract nature in a case of this kind. If he were told that the proposition to legalise marriage with a deceased wife's sister ought not to be considered apart from the general question of consanguinity and affinity, his answer was that that proposition was refuted by facts, and one of the facts was that for a whole generation they had been contending on the matter of this bill. With respect to natural freedom, there were, no doubt, cases in which limits must be placed on its exercise, for no one would hesitate to say that what was termed natural freedom, when it exceeded certain limits, might be called unnatural freedom; but, on the other hand, it was undeniable that this system of prohibitions had been pushed much too far, partly from an overstrained rigour of opinion, and partly sometimes from mere fancy, as when prohibitory degrees had been founded on sponsorship and baptism. The proposition now made was made within most restricted limits, had been sustained by the continuous opinion of a large number of persons for twenty or thirty years, and had received, on almost every occasion, and sometimes under remarkable circumstances, the sanction of the representatives of the people. It was now their duty to remove out of their way this stumbling block and cause of contention. He hoped that this would not be allowed to degenerate into a class question. He supported the bill not merely on the ground of the limited argument in favour of liberty, but also because, upon the whole, he believed it was for the religious and moral advantage of the mass of society that they should give up a restriction which was not sustained by the public conscience and conviction in the times in which they lived.—Mr. Beresford Hope said the true province of legislation and government in matters where *salus populi* was the *suprema lex*, was to administer the *suprema lex* where the varying conflicts of men's opinion would only embroil and never set at rest. No doubt the polygamy of Utah was an extreme case, but as such it was set up for our warning. It showed that there was a point at which every sovereign commonwealth must intervene between man and his opinions, between man and his passions, and lay down some general law for the common safety—some general marriage law to govern the whole community. The marriage law of England was a very plain and simple one. It might be right or wrong, but it aimed at the utmost extent of liberty to be given in the matter of marriage consistent with what was believed to be an exponent of the voice of God. This bill would allow one class of marriages before the incumbent and another before the civil officer. That at once would set up two classes of marriages, breaking down the simplicity and uniformity of the system of conjugal relations in this land. What was this but a gigantic system of dispensations in favour of a particular class of marriages? If once they legalised marriage of a man with his deceased wife's sister, marriage between an uncle and niece and between a nephew and aunt would follow. It would be a question of time, and a short time too.—Mr. Denman thought the principle upon which the bill was based was to be found in the New Testament, and it was that of removing an insupportable restriction, a burden the weight of which the people were not able to bear. So far as he could form an opinion from what had been written by learned divines and Jewish rabbis, the Mosaic law was rather in favour of the marriages in question than against them. The present law occasioned great hardship and much immorality and concubinage without producing any benefit.—Sir Roundell Palmer said it was shocking to his mind that there should be one law for England and another for Scotland and Ireland; therefore, if the legislation was right, it should extend to Scotland and Ireland. He dissented from the notion that the subject should be dealt with piecemeal, and had a strong conviction that it should be dealt with as a whole. It should be shown where the line was to be drawn. He thought the bill a Levitical and Mosaical one, because the advocates of the change founded their arguments on one obscure text, saying that that did not forbid the marriage, and therefore it should be legalised. He protested strongly against the retrospective provisions of the bill. No doubt those who supported it would think it of little value unless it were retrospective, because the whole object which they had in view was to legalise their illegalities. But to make the bill retrospective would be, on such a subject as this to encourage a contempt for the law; to teach people that they might break it with impunity, trusting not only to get it changed, but to get that change made retrospective. He then argued against the change on social grounds.—Mr. Thomas Chambers replied. It was certainly not true that the law had been the same all through our historical times. Nothing had been adduced to prove that affinity and consanguinity were identical.—On a division the amendment was lost by a majority of 184 to 114.—An amendment proposed by Mr. J. G. Talbot, to deprive the measure of its retrospective operation, was negatived by a majority of 177 to 90.—The remaining clauses were agreed to, and the bill ordered to be reported.

The *Mortgage Debenture Act* (1865) *Amendment Bill* was read a second time, Mr. West explaining that it was a measure to cure certain defects in the bill of 1865 for the issue of Mortgage Debentures secured on land.

Admiralty District Registries.—A bill by Mr. Graves, for establishing admiralty district registries, was read a first time.

April 28.—The *Irish Land Bill.*—Committee. Adjourned debate on Mr. Headlam's amendment to clause 3 to add a proviso "that nothing in this Act contained shall exonerate a tenant under lease from the duty of giving up peaceable possession of the demised land at the end of the term, nor shall a landlord resuming possession at the termination of a lease be deemed to be disturbing a tenant within the meaning of this Act." Mr. Headlam said his amendment had been much misrepresented. It was not contrary to the principle of the bill.—The Attorney-General, while exonerating Mr. Headlam from all imputation of anything like *mala fides*, said the amendment was distinctly contrary to the principle of the bill. The scheme of the clause was that with respect to all future tenancies from year to year, and all leases for terms less than thirty-one years, the landlord should, on resuming possession, pay a certain sum which might be called damages for the eviction or disturbance of the tenant. The amendment proposed that nothing should exonerate a tenant holding under a lease from the duty of giving up peaceable possession. Mr. Headlam tried to prove that it was the duty of a tenant under a lease to give up possession at the end of the term, but that it was not his duty in the same sense if he held the land from year to year, and received a notice to quit. The distinction was illusory, without foundation in law, and altogether idle.—Ultimately the amendment was withdrawn.—Sir J. Gray carried, without division, an amendment removing "conacring," without the consent of the landlord, from the list of offences which are to deprive a tenant of his right to compensation.—An amendment by Mr. Kavanagh, relieving from the penalties of subletting the letting of a portion of land not exceeding half an acre to agricultural labourers *bona fide* required for the cultivation of the holding, was opposed by Mr. C. Fortescue and ultimately afterwards rejected by a majority of 284 to 218.—Mr. Kavanagh carried an amendment, with the assent of the Government, limiting this privilege to holdings of twenty-five acres and upwards in extent of tillage land.—Mr. C. Fortescue introduced a further limitation to the effect that the number of cottages provided for by these sublettings shall not be more than one for every twenty-five acres of tillage land.—Mr. Peel proposed to require by express words that the labourers shall actually be employed on the holding, but this proposal was negatived by a majority of 270 to 210.—Having now reached the end of sub-section 2 of clause 3, the committee was again adjourned.

The *Naturalisation Bill.*—On the order for considering this bill as amended, Mr. Vernon Harcourt moved to omit clause 4 and insert the following clauses:—"From and after the passing of this Act no person born within the dominions of her Majesty of an alien father, which person at the time of his birth became under the law of any foreign State a subject of such State, shall be deemed a British subject by reason only of his birth within the dominions of her Majesty." "From and after the passing of this Act, persons born out of the dominions of her Majesty whose fathers are at the time of their birth British subjects shall be deemed British subjects; provided

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that no such persons shall be deemed British subjects by reason only of their birth where their fathers have resided within the dominions of her Majesty." "Repeal so far as they are inconsistent with this clause the provisions of the following statutes:—25 Edward 3, stat. 2; 7 Anne, c. 5; 4 Geo. 2, c. 21; and 13 Geo. 3, c. 21." Why should they give to the children and grandchildren of foreigners, merely because they were accidentally born in this country, and whose mothers, perhaps, had been in England only for a few days or a few weeks, the privileges of British subjects, which they might not desire?—Sir Roundell Palmer said these proposals would, if adopted, introduce an element of confusion into those relations which the convention aimed at adjusting. The double allegiance could not be completely got rid of without the aid of other nations. The commissioners thought it important to have such a rule as would at once get rid practically of difficulties with other countries abroad, and at the same time not introduce any unnecessary difficulties at home. They had to deal not only with the case of transitory foreigners, but with the more numerous cases of children born in this country—the children of persons long resident here for purposes of trade, foreigners by birth, and, perhaps, still by nationality—persons, the great majority of whom had not thought it worth while to get letters of naturalization; and if, for the sake of any uniform theory, the *status* of these children was made to follow the *status* of the parents as to nationality, a practical hardship and disability would be inflicted upon a large and important class of persons who were most valuable British citizens. If the proposal were adopted that after the passing of the Act "no person born within the dominions of the Queen of an alien father, which person at the time of his birth became under the law of any foreign State a subject of such State, shall be deemed a British subject by reason only of his birth;" it would be necessary to inquire into the law of all foreign countries before you could determine whether a person was or was not a British subject. To be obliged for all purposes of Parliamentary and municipal franchise to ascertain whether the father at the birth of the child was a citizen of a foreign country, and to determine this point not by our own law, but by the law of other nations, would introduce the greatest uncertainty. There was no simple uniform rule in other countries. These were reasons for not hastily changing the law. All practical purposes were answered by the clause as it stood.—The amendment was negatived.—Mr. Charley proposed to omit the words "real and," and to insert "and real property of every description may be taken, acquired, held and disposed of by an alien becoming such in pursuance of this Act."—The Solicitor-General said it was impossible for the Government to accede to the amendment. If it were adopted, persons disavowing British nationality, who might have gone to America and returned to this country for purposes for which some persons did return, would have a right to acquire real property which would be denied to a French nobleman.—The amendment was then negatived, and the report of amendments in the bill agreed to.

Conventual and Monastic Institutions.—After some discussion, the debate on this subject was again adjourned, on the understanding that it should be disposed of finally on Monday.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1870.

QUESTIONS.

I.—Common and Statute Law and Practice of the Courts.

1. If an infant be a party jointly with an adult to a bill of exchange; are both, or either, liable to be sued on the bill?

2. Where an infant is not liable on a contract, can he be made liable thereon in an action in form ex delicto?

3. A bill or note in which no time of payment is specified,—when is it payable?

4. Is a tender, after a bill of exchange becomes due, a defence for the acceptor in an action by the indorsee?

5. The proprietor of a lighter agrees with A who works it, that in consideration of his labour, he shall receive half the gross earnings. Does this constitute a partnership?

6. Would a contract by A not to marry within six years be a valid contract at common law?

7. Can money lent for the purpose of gambling in a country where gaming is not illegal be recovered in the courts of this country?

8. If an agent contract under seal in his own name for his principal, can the principal sue on the contract?

9. Where an authority is given to three persons, if one exercised the authority would the principal be bound?

10. Is a wife's authority to order necessaries revoked by the death of her husband, although at the time of the order the wife and tradesman were ignorant of the death of the husband?

11. What is a bottomry bond? Define it.

12. Who possesses the right to stop goods in transitu?

13. When does the right to stop in transitu cease?

14. If A guarantees the due payment of a bill of exchange, is A liable for the interest if the bill be not paid at maturity?

15. What is the distinction between inland and foreign bills of exchange as to protest?

II.—Conveyancing.

1. On the decease of a mortgagor, is a mortgage debt ultimately payable by the person to whom he may have devised the mortgaged estate, or is it payable by the executor of the mortgagor out of his personal estate? What alteration of the law has been made of late years in this respect?

2. If a man dies intestate leaving two daughters, the son of a deceased daughter, and the grandson of another deceased daughter, how does his real and personal property respectively descend?

3. If a man dies intestate leaving a sister, three children of a deceased sister, and a grandson of another deceased sister, how does his real and personal property respectively descend? And how would they descend if the sister surviving the intestate was only of the half-blood?

4. If an estate comprising freeholds of inheritance and leaseholds for years is limited to a man and the heirs of his body, what interest does he take in the freeholds and leaseholds respectively?

5. Some covenants are said to run with the land. Explain the expression, and illustrate its meaning by examples.

6. What difference is there in covenants for title—(1) by a vendor who acquired his estate by descent, and by purchase respectively; (2) by a mortgagor, and (3) by a mortgagee selling under a power of sale?

7. Explain what is meant by a mortgagee being entitled to "tack," and illustrate circumstances under which he can do so.

8. State the several points *essential* to constitute a contract for sale of land.

9. Out of what lands is a widow entitled to dower—(1) if married previously to 1834, and (2) if married subsequently to that year? What was the old, and what is the present method of barring dower.

10. State the mode by which a married woman may at the present day bar an estate tail in reversion.

11. Explain the operation which a fine had upon an estate tail, also a common recovery, and show the practical differences between them as modes of assurance.

12. Draw an outline of a deed suitable for a marriage settlement of £5,000 on each side, including a power to invest in the purchase of real estate.

13. State generally what succession duty is, in respect of what property it is payable, when it arises, how it is calculated, how it is payable, and whether the date of the instrument under which it takes effect as being before or after the Succession Duty Act in any way affects the liability.

14. What is the consequence both as regards the will, and a legacy bequeathed by it, if one of the attesting witnesses is the husband of the legatee?

15. If under a covenant not to assign except with the consent of the lessor in writing, such consent is given, is the assignee of the lessee again entitled to assign without a fresh consent by the lessor? What alteration of the law has of late years taken place in this respect?

III.—Equity and Practice of the Courts.

1. What is the statute which governs the present system of uses and trusts in land, and what is the short effect of it?

2. What classes of persons may institute suits for the administration of the estate of testators or intestates?

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3. In what cases does the wife's equity to a settlement arise?

4. Can a married woman dispose of her reversionary equitable interest? And has any, and what, change in the law in this respect been effected by recent legislation?

5. What is the rule of courts of equity with regard to dealings between persons in confidential relations, such as attorney and client, trustee and cestui que trusts?

6. State some of the cases in which courts of equity decree a dissolution of a partnership at the instance of one of the partners.

7. In suits for the specific performance of contracts for the sale and purchase of land, is the time fixed for the completion of the purchase considered material?

8. Where property is limited to the separate use of an unmarried woman independently of any husband whom she may marry, and with a restraint on anticipation, and she marries, becomes a widow, and marries a second time,—can she dispose of such property, before her first marriage, or while a widow, or during either of her marriages?

9. If a married woman, entitled to property for her separate use, execute a bond or sign a promissory note, is her separate estate liable for the debt?

10. If a settlement or will contain no power to sell or grant leases, and a sale or a lease be required, how would you proceed to obtain the requisite power?

11. Where a testator bequeaths property to A, and also bequeaths to B something which belongs to A, on what terms can A claim his legacy?

12. If a father makes a will bequeathing a legacy to a child, and afterwards settles a sum of money on the marriage of such child, and then dies, is the child entitled to the legacy?

13. When a cause is at issue how is the evidence taken?

14. State in what cases proceedings in the Court of Chancery may be commenced by summons at chambers?

15. What is the effect of the enrolment of a decree with reference to a rehearing or appeal?

IV.—Bankruptcy and Practice of the Courts.

1. Specify the several persons who are particularly exempted from the definition of the term "trader," under the Bankruptcy Act, 1869.

2. Within what time after an act of bankruptcy must a petition for adjudication be presented?

3. Can a creditor holding security be a petitioning creditor, under any, and what terms?

4. By whom can a proof of debt be made?

5. What power has the court over any person known or suspected to have in his possession any of the estate or effects of a bankrupt?

6. When is a creditor in any bankruptcy, arrangement, or composition, to be guilty of a misdemeanour, and what punishment is he liable to?

7. Define the rights of a landlord for recovery of rent in case of the bankruptcy of his tenant.

8. What are the provisions regarding persons having privilege of parliament under the present Bankruptcy Act?

9. In whom does the declaration of a dividend vest?

10. When may an order of discharge be applied for by a bankrupt?

11. What is the status of a bankrupt who has not obtained his order of discharge?

12. A settlement of property by a trader is void against trustee if settlor becomes bankrupt within two years after date of settlement, except in certain cases,—what are these cases?

13. What are the first steps to be taken by a debtor desirous of arranging with his creditors by paying a composition?

14. What statement must a debtor produce to his creditors on a proposed liquidation by composition?

15. For the purposes of composition in calculating a majority, how are creditors to be reckoned whose debts are under £10?

V.—Criminal Law and Proceedings before Magistrates.

1. Define a conspiracy.

2. Husband and wife are indicted together with a third person for conspiracy,—the latter is acquitted. Can the two former, or either of them, be convicted? Give the reasons for your answer.

3. In what cases can one person only be indicted for a conspiracy, and what averment is required?

4. Can an indictment for conspiracy be supported, although the object for which it was entered into be not effected?

5. What is a libel? And is it necessary in order to constitute a libel, that anything criminally or morally wrong should be imputed to the partly libelled?

6. Can a libeller be prosecuted criminally, as well as civilly and why?

7. Is the truth of a libel a defence to a criminal prosecution?

8. Is an attorney liable to any, and what punishment for giving notice that criminal proceedings will be taken unless his client's demand be settled?

9. State the nature of the offence of "champerty."

10. If on the sale of real or personal estate the solicitor of the vendor knowingly omits from the abstract of title any deed or instrument material to the title, of what offence is such solicitor guilty, and to what punishment would he be liable on conviction?

11. Will ignorance of law in any, and what, case excuse a person who has committed an offence?

12. What persons are held in law to be incapable of committing crimes or excused in respect thereof?

13. In what cases are married women protected from punishment for criminal offences, and in what are they not so protected?

14. What is the distinction between a principal in an offence, and an accessory?

15. What is an accessory before and what an accessory after the fact?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. The adult can be sued but not the infant. An infant is not liable upon a bill of exchange to which he is a party although it was given for necessaries. But such bill is good against the other parties thereto.

2. No.—A person who has contracted with an infant cannot convert anything that arises out of that contract into a tort, and so enforce the contract through the medium of an action of tort. An infant cannot be made liable upon a contract by changing the form of action into one *ex delicto*. An infant is, however, liable for his torts, which are independent of contract even where the tort is to some extent connected with, although not founded upon a breach of contract (*Burnard* v. *Haggis*, 11 W. R. 644).

3. It is payable at once, and a writ may be issued upon it without any prior demand, as it is the duty of a debtor to seek out and pay his creditor.

4. No.—The tender to be good must be made on the day the bill becomes payable. But the drawer of a bill has a reasonable time after notice of dishonour to pay the amount of the bill.

5. No.—Even at common law such an agreement would not *necessarily* constitute a partnership, although it might, of course, be strong evidence of a partnership. But now 28 & 29 Vict. c. 86, s. 2, has expressly provided that "no contract for the remuneration of a servant or agent of any person engaged in any trade or undertaking by a share of the profits of such trade or undertaking, shall of itself render such servant or agent responsible as partner therein, nor give him the rights of a partner."

6. *Primâ facie* it would not be a valid contract, although particular circumstances might possibly make it valid. Every contract in restraint of marriage is *primâ facie* illegal (*Hartley* v. *Rice*, 10 East. 22).

7. Yes.—(*Quarrier* v. *Colston*, 1 Phill. 147). The general rule is that a contract must be governed as to its interpretation, validity and effect by the law of the county where it is made. This rule is subject to this, that "when a court of justice in one country is called on to enforce a contract entered into in another country, the question is not only whether or not the contract is valid according to the law of the country in which it is entered into, but whether or not it is consistent with the law and policy of the country in which it is to be enforced, and if it is opposed to those laws and that policy the Court cannot be called upon to enforce it" (*Hope* v. *Hope*, 5 W. R. 387).

It was held, however, in *Quarrier* v. *Colston* that money lent for gambling in a country where gambling is not illegal could be recovered here. This decision, it may be noticed,

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was before 8 & 9 Vict. c. 109, which has made all contracts by way of gaming or wagering void.

8. No. -A principal cannot sue upon a contract under seal made in the agent's name only, for it is treated as a contract merely between the parties named in it, although one is known to be acting as agent. This rule is peculiar to contracts under seal and does not apply to simple contracts by writing or word of mouth.

9. No.—The general rule is that where an authority is given to several they must all join in exercising it, otherwise the principal will not be bound.

10. Yes.—The husband's death at once puts an end to the authority, whether or not his death is known to his wife or to the tradesman. In such a case the husband's executors are not liable for necessaries supplied after the husband's death (*Blades* v. *Free*, 9 B. & C. 167); nor can the tradesman recover the price of the necessaries so supplied in an action against the widow (*Smout* v. *Ilbery*, 10 M. & W. 1).

11. Bottomry is an agreement entered into by the owner of a ship or his agent, whereby, in consideration of a sum of money advanced for the use of the ship, the borrower undertakes to repay the same with interest if the ship terminate her voyage successfully, and binds or hypothecates the ship for the performance of his contract. The instrument by which this contract is made is called a bottomry bond, sometimes a bottomry bill.

12. The unpaid vendor of goods is the person entitled to stop them *in transitu*. A mere surety for the price of the goods cannot stop them, but a consignor of goods to be sold on the joint account of himself and the consignee may stop them.

13. The right of stoppage *in transitu* ceases the moment the goods have reached the actual or constructive possession of the consignee, who may require the goods to be delivered to him at any stage of the journey. As a general rule the goods are *in transitu* so long as they are in the possession of the carrier, *and also* while in any place of deposit connected with their transmission or delivery.

14. Yes.—A person who guarantees the due payment of a bill of exchange by the acceptor, is liable for interest thereon if not paid when due (*Ackerman* v. *Eprensperger*, 16 M. & W. 99).

15. A foreign bill if dishonoured should be protested. Inland bills require no protest when dishonoured; they are sometimes *noted* for non-payment, which is not, however, necessary.

II.—Conveyancing.

(By H. N. Mozley, Barrister-at-Law.)

1. On the decease of a mortgagor, the mortgaged debt is ultimately payable by the person to whom he may have devised the mortgaged estate, in cases falling under Mr. Locke King's Act of 1854 (17 & 18 Vict. c. 113), which provides to the above effect in cases where *all* the following conditions are satisfied :—(1.) Where the deceased may have died after the 31st of December, 1854; (2.) where the mortgaged property is land or other hereditaments (*i.e.*, real property); (3.) where the deceased has not by deed or other document expressed his intention to the contrary. Independently of the above Act, where a mortgaged estate is devised *cum onere*, the mortgage debt is payable by the devisee. And where the debt was not contracted by the person who last died seised or entitled, but by some other person from whom he took it by descent or devise, or by some other person from whom he purchased it, or from whom his vendor derived it, his personal estate would not be primarily liable for the payment of the debt, unless he had done something to raise a new and independent contract between himself and the mortgagee.

In cases other than those above-mentioned, the general personal estate of the testator is primarily liable for the payment of the mortgage debt (See Smith's Manual of Equity, 7th ed., pp. 263—266).

2. The man's real estate in this case will be divisible equally in fourths between his surviving daughters, and the son and grandson of his deceased daughters respectively.

For the four daughters, if living, would have taken equally, and the son and grandson of deceased daughters stand in the place of their mother and grandmother respectively.

His personal property would descend in the same way by the Statutes of Distribution. (It is assumed that the intestate does *not* leave a widow surviving him.)

3. In this case, by section 5 of the Inheritance Act (3 & 4 Will. 4, c. 106), the descent, as regards the real property, is traced from the parent of the deceased; and, therefore, the real property is divisible equally in thirds between (1.) the surviving sister; (2.) the issue (in manner stated below) of the deceased sister who leaves three children; (3.) and the grandson of the other deceased sister.

The one-third share which passes to the issue of the deceased sister who leaves three children, will pass to the eldest or only son, if one or more of the three children be a son or sons; if they are all daughters, they will take the one-third share in equal thirds, or each will take one-ninth of the real property of the intestate.

The personal property of the intestate will be divisible equally in moieties between (1.) the surviving sister, and (2.) the three children of the deceased sister who leaves three children, who will each take one-sixth of the personal property of the intestate. The grandson of the other deceased sister will be excluded from a share in the personalty, as, beyond brothers' and sisters' children, no right of representation belongs to the children of relatives with respect to the shares which their deceased parents would have taken (Williams on Personal Property, 7th ed., pp. 361—2).

If the sister surviving the intestate was only of the half-blood, this would make no difference as regards the personalty; but she would be excluded from the realty.

4. A gift of freeholds to a man and the heirs of his body creates in him an estate tail; but an estate tail cannot be held in personal property, and a gift of personal property of any kind, and therefore of leaseholds, to a man and the heirs of his body will simply vest in him the property given (Jarman on Wills, 3rd ed., vol. ii., p. 534; Williams on Personal Property, 7th ed., p. 265).

5. Where either of the parties to a covenant has an interest in land, and the covenant is such that the benefit or burden of the covenant passes wholly or partially to any one who may, for the time being, be similarly interested in the land, the covenant is said, *pro tanto*, "to run with the land."

The following (among many other) are instances of covenants running with the land.

Covenants for title pass by the common law to the assignees of the land, who may maintain actions upon them against the vendor and his real and personal representatives.

Again, where the owners of land granted a watercourse through it to a man and his heirs, and covenanted for themselves, their heirs and assigns, to cleanse it, this covenant was held to bind the land in the hands of an assignee, for it was a covenant that ran with the land (*Holmes* v. *Buckley*, Prec. Ch. 39; Sugden, Vend. & Pur. ed. 1862, p. 593).

On this subject the reader is referred to Lord St. Leonard's work on Vendors and Purchasers, c. 15, s. 1, pp. 576—599 in the edition of 1862.

6. A vendor seised in fee covenants—(1.) That he is seised in fee; (2.) that he has power to convey; (3.) for quiet enjoyment by the purchaser, without disturbance by the vendor or any one claiming through him, his ancestors or testators; (4.) for freedom from incumbrances; (5.) for further assurance (Sugden, Vend. & Pur. ed. 1862, p. 573; Davidson, Conv., vol. 2, p. 184). These covenants do not guarantee a title against all the world, as covenants for title in a mortgage deed do. The purchaser is entitled to name specifically the persons whose acts are to be guarded against, and to carry back the covenant to the last occasion on which covenants were entered into on a mortgage or purchase for value (Sugden, Vend. & Pur. p. 574; Davidson, vol. 1, p. 195 (*b*), and vol. 2, p. 184).

If the vendor claim by purchase, in the common sense of the word, his covenants are confined to his own acts and those of persons claiming under him (Sugden, Vend. and Pur., p. 574; Davidson, Conv., vol. 1, p. 195, note (*c*), and vol. 2, p. 185).

The covenants for title in mortgages and securities for money are the same as in conveyances for sales, except that they are absolute instead of qualified. The covenants by a mortgagor are unrestricted, and amount to a warranty against and for the acts and omissions of the whole world.

A mortgagee selling under a power of sale merely covenants that he has done no act to encumber the property See Sugden, Vend. and Pur., p. 69; Davidson, vol. 2, p. 236, note (*l*).

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7. Where a first mortgagee has obtained a conveyance of the legal estate, and the estate is afterwards mortgaged to a second and third mortgagee, &c., the third (or any subsequent mortgagee), if he has made his advance of the money without notice of the second mortgage (or any other prior mortgage), may *tack* (as it is said) his mortgage to the first, and so postpone the intermediate incumbrancer (*Brace* v. *Duchess of Marlborough*, 2 P. Wms. 491; *Peacock* v. *Burt*, Coote on Mortgages, App. p. 569; Williams on Real Property, part 4, c. 2).

8. The points *essential* to constitute a contract for sale of land are: (1.) That it should be writing, and signed by all the parties named thereto, or their agents duly authorised; (2.) that the parcels of land should be described with certainty; (3.) that the amount of purchase-money should be stated.

9. A widow, if married previously to 1834, was entitled to dower out of any lands of which, during the coverture, the husband was at any time solely seised in possession for any estate of inheritance to which any issue which the wife might have had might by possibility have been heir. Dower did not extend to equitable interests.

By the Dower Act of 1833 (3 & 4 Will. 4, c. 105), which applies to widows who have been married since the 1st of January, 1834, dower is extended to lands to which the husband had a right merely without having a legal seisin; dower is also extended to equitable as well as legal estates of inheritance in possession, excepting, of course, there is joint tenancy (sections 2, 3).

By the same Act, dower is placed completely within the power of the husbands.

10. A married woman may at the present day bar an estate tail in reversion by deed acknowledged, executed with the concurrence of her husband, and enrolled in chancery within six months from the making thereof (3 & 4 Will. 4, c. 75, ss. 40, 41, 79). In order to bar the persons in reversion or remainder the consent of the protector is also necessary.

11. The effect of a fine was, by 32 Hen. 8, c. 36, to bar the issue, and so to enlarge the estate tail into a base fee. A common recovery barred the persons entitled in remainder as well as the issue, and enlarged the estate tail into an estate in fee simple.

12. The deed would contain—(1) The names of the parties to it; (2) the recitals, setting forth the agreement for the marriage and for the settlement, and of the payment of the two sums of £5,000 to the trustees; (3) declarations of trusts, until marriage, for the husband and wife respectively after marriage, power of investment with the concurrence of the husband and wife or the survivor, as therein specified, trusts of income as to the husband's £5,000 for the husband for life, and as to the wife's £5,000 for the wife for life for her separate use, with remainder as to the whole to the survivor during his or her life, remainder to children as husband and wife or survivor shall appoint; in default thereof, in trust for children equally who, being sons, shall attain the age of twenty-one years, or, being daughters, shall attain that age or marry; in default of children, the husband's share to be in trust for the husband, his executors, administrators and assigns, the wife's share to be in trust for herself, her executors, administrators and assigns, if she survive her husband, if she do not, then in trust as she shall appoint, and in default of appointment, in trust for such person or persons as would have been entitled thereto if she had died possessed thereof intestate and unmarried; (4.) power to purchase real estate, such real estate to be held in trust for sale at any time, and the purchase-money to be held upon the trusts declared with reference to the original monies invested in the purchase thereof; (5.) power to apportion blended trust funds.

13. Succession duty is imposed by the Succession Duty Act, 1853, (16 & 17 Vict. c. 51), and is payable on the succession to an estate. It applies to the whole of the United Kingdom, to property both real and personal, whether derived under settlement or by will, intestacy or survivorship. The husband or wife of a predecessor, testator, or intestate, is exempt from succession duty. By section 10 of the Act, where the successor is the lineal issue or lineal ancestor of the predecessor, the duty is one per cent. Where the successor is a brother or sister, or descendant of a brother or sister, the duty is three per cent. Where the successor is a brother or sister of the father or mother of the predecessor, or a descendant of such brothers and sisters, the duty is five per cent. Where the successor is a brother or sister of the grandfather or grandmother of the predecessor, the duty is six per cent. Where the successor is a more distant relation, or a stranger, the duty is ten per cent. By section 11 a husband or wife is entitled, in calculating the amount of legacy or succession duty, to take advantage of the nearer relationship of the other to the predecessor, testator, or intestate, from whom the benefit is derived. By section 21, the interest of a successor in real property is to be valued as an annuity according to the tables annexed to the Act, and the duty chargeable is to be paid by eight half-yearly instalments. By section 31 annuities are to be valued according to the the tables annexed to the Acts.

By section 42 of the Act, the duty imposed thereby is to be a first charge on the property in respect of which the duty is assessed.

By section 2 of the Act, every *past* or *future* disposition of property by reason whereof any person has or shall have become beneficially entitled to any property or the income thereof, upon the death of any person dying after the time appointed for the commencement of the Act, &c., shall be deemed to confer a "succession"; so that it is immaterial for the purposes of the liability to succession duty, whether the date of the instrument is before or after the Succession Duty Act.

14. The will itself will in this case be valid, but the legacy will be void (7 Will. 4 & 1 Vict. c. 26, s. 15.)

15. The assignee would, before the passing of Lord St. Leonards' Act, 22 & 23 Vict. c. 35, be again entitled to assign without a fresh consent by the lessor; although the assignment was only prohibited when done *without* license (*Dumpor's case*, 4 Rep. 119; Williams on Real Property, pt. 4, c. 1). By the statute 22 & 23 Vict. c. 35, s. 1, "Every such license shall, unless otherwise expressed, extend only to the permission actually given, or to any specific breach of any proviso or covenant made or to be made, or to the actual matter thereby specifically authorised to be done, but not so as to prevent any proceedings for any subsequent breach, unless otherwise specified in such license."

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. The statute which governs the present system of uses and trusts in land is the Statute of Uses, 27 Hen. 8, c. 10. By this statute it was enacted, that "where any person or persons shall stand seised of any lands or other hereditaments to the use, confidence, or trust of any other person or persons, the persons that have any such use, confidence, or trust (by which was meant the persons beneficially entitled) shall be deemed in lawful seisin and possession of the same lands and hereditaments for such estates as they have in their use, trust, or confidence." This statute was intended to abolish the jurisdiction of the Court of Chancery over landed estates, by giving actual possession at law to every person beneficially entitled in equity. But this object was not accomplished; for the Court of Chancery soon regained its former ascendancy and has kept it to the present day. All that was ultimately effected by the Statute of Uses was to import into the rules of law some of the then existing doctrines of the courts of equity, and to add three words, *to the use*, to every conveyance (Williams on Real Property, pt. 1, ch. 8).

2. The following classes of persons may institute suits for the administration of the estates of testators or intestates:—(1) Creditors; (2) Legatees; (3) Parties interested in the residuary real or personal estate; (4) Executors or administrators. See Haynes' Outlines of Equity, pp. 107—112.

3. Where a husband becomes entitled, in right of his wife, in possession, to property which he is unable to recover at law, and the intervention of a court of equity is called into action, the court allows the husband to receive the property subject to what is called the wife's equity to a settlement, that is to say, unless the wife expressly waives this right; the court will inquire into all the circumstances connected with the marriage, and will, upon a consideration of all the material facts, decide how much of the property (if any) shall be paid to the husband, and how much (if any) shall be settled on the wife (Haynes' Outlines of Equity, p. 114).

4. A married woman may, by statute 20 & 21 Vict. c. 57 (passed in the year 1857) dispose of her reversionary equitable interest in personal estate; but the disposition must be made with the concurrence of her husband, and with

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such formalities as are required in a disposition by a married woman of real estate. Nor can a married woman dispose of reversionary interests in personalty which may have been settled on her by marriage, or as to which she may have been restrained from disposing of it by the terms of the gift or settlement by which she became entitled to it.

Previously to this statute a married woman could not dispose of reversionary equitable interests in personalty.

5. The rule applicable to dealings between persons in confidential relations may be stated as follows:—Where a reasonable confidence is reposed by one person in another, or a peculiar influence is possessed by him in consequence of standing in a confidential relation, and he makes use of that confidence or that influence to obtain an advantage to himself at the expense of the party confiding in him or under his influence, he will not be permitted to retain any such advantage, however unimpeachable the transaction would have been if no such confidence had been reposed or no such confidential relation had existed (*Huguenin* v. *Baseley*, 14 Ves. 273; Tudor's Leading Cases in Equity, 2nd ed., vol. 2, p. 462, p. 504 in 3rd ed.; Smith's Manual of Equity, 7th ed., p. 70).

6. Courts of equity will dissolve a partnership before the regular time if, by reason of the ill-feeling between the partners, or other circumstances, it is impracticable to carry on the undertaking at all, or, at least, according to the stipulations of the articles, or beneficially, or in case of the insanity, permanent incapacity, or gross misconduct of one of the parties. And a partnership will also be dissolved at the instance of a partner who was induced to enter into it on a false representation (Smith's Manual of Equity, 7th ed., p. 331, and cases there cited).

7. "The principle upon which the Court acts is, that though the party has not a title in law, as he has not complied with the terms so as to entitle him to an action—as to the time, for instance—yet if the time, though introduced, as some time must be fixed where something is to be done on one side, as a consideration for something to be done on the other, is not the essence of the contract, a material to which they looked in the first conception of it, even though the lapse of time has not arisen from accident, a court of equity will compel the execution of the contract, upon this ground, that the one party is ready to perform, and the other may have a performance, in substance, if he will permit it" (Lord Eldon in *Hearne* v. *Tenant*, 13 Ves. 289).

The general rule is, that where a vendor has proceeded to make out his title, and has not been guilty of gross negligence, equity will assist him, although the title was not deduced at the time appointed. In *Fordyce* v. *Ford* (4 Bro. C. C. 494), the purchase was to be completed on the 30th July, 1793; the abstract was not delivered until the 8th, and the treaty continued until the 25th September, on which day the deeds were delivered and every difficulty cleared up, when the purchaser refused to proceed, alleging that he wanted the estate for a residence for the last summer, and insisting that he was not bound to go on, on account of the delay. The Master of the Rolls said that the rule certainly was, that where in a contract either party had been guilty of gross negligence the Court would not lend its assistance to the completion of the contract; but in this case he thought there had been no such negligence, and decreed accordingly.

The whole subject is treated in the 6th chapter of Lord St. Leonards' work on Vendors and Purchasers, pp. 257—271 in the edition of 1862, to which, and to the cases there cited, the reader is referred.

8. Where property is limited to the separate use of an unmarried woman, independently of any husband whom she may marry, and with a restraint on anticipation, and she marries, becomes a widow, and marries a second time,—

a Before her first marriage she may dispose of such property (*Woodmeston* v. *Walker*, 2 Russ. & Myl. 197; *Browne* v. *Pocock*, 2 Russ. & Myl. 210).

b While a widow she may dispose of the property (*Jones* v. *Salter*, 2 Russ. & Myl. 208).

c During either of her marriages she cannot dispose of it, for the separate use with its accompanying restraint revives (*Tullett* v. *Armstrong*, 1 Beav. 1, affirmed on appeal, 4 Myl. & Cr. 377, overruling *Massey* v. *Parker*, 2 Myl. & K. 174. See Haynes' Outlines of Equity, pp. 212—215).

9. If a married woman, entitled to property for her separate use, execute a bond or sign a promissory note, her separate estate is liable for the debt (*Hulme* v. *Tenant*, 1 Bro. C. C. 16; *Heatley* v. *Thomas*, 15 Ves. 596; *Bullpin* v. *Clarke*, 17 Ves. 365). For her execution or signature would be worthless if viewed as evidence of a mere personal engagement; and the Courts of Equity therefore said, that they should be evidence of a contract to bind her separate estate. See Haynes' Outlines of Equity, p. 216.

10. If a settlement or will contain no power to sell or grant leases, and a sale or lease be required, applications should be made to the Court of Chancery under the Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120) for the requisite authority. Under section 2 of that Act, leases may be made, on the authority of the Court of Chancery, for terms not exceeding twenty-one years for an agricultural or occupation lease; forty years for a mining lease, or a lease of water, water-mills, wayleaves, waterleaves, or other rights or easements; sixty years for a repairing lease, and ninety-nine years for a building lease, subject to the conditions prescribed by the Act. And where the Court shall be satisfied that it is the usual custom of the district, and beneficial to the inheritance, to grant leases for longer terms, any of the above leases, except agricultural leases, may be granted for such terms as the Court shall direct (Stat. 21 & 22 Vict. c. 77, s. 4). By section 23 of Statute 19 & 20 Vict. c. 120, if the Court of Chancery should deem it proper, and consistent with a due regard for the interest of all parties entitled, a sale of any settled estate may be ordered to be made (Williams on Real Property, pt. 1, ch. 1).

11. Where a testator bequeaths property to A., and also bequeathes to B. something which belongs to A., A. can claim the legacy only on condition of resigning in favour of B. his own property or interest which is bequeathed to B.; or at least, A. cannot have the entire gift without compensating B., whom he has disappointed by electing to take his own property (Smith's Manual of Equity, 7th ed., p. 351).

12. If a father makes a will bequeathing a legacy to a child, and afterwards settles a sum of money to the marriage of such child, and then dies, the child will not in general be entitled to the legacy, but the legacy will be held to be *satisfied* by the settlement. It is not necessary, in order that this doctrine of satisfaction should apply, that the sums given by the two instruments should be payable at the same time, nor even that the limitations for the benefit of the child provided for be precisely the same. See *Lord Durham* v. *Wharton*, 5 Sim. 297, 3 Myl. & K. 472, 3 Cl. & Fin. 146; Haynes' Outlines of Equity, pp. 322—4, 331.

13. Unless a special order is obtained for taking evidence *vivâ voce* at the hearing, or a special agreement is entered into, the parties go into evidence, either wholly or partially by way of affidavit, or wholly or partially by the oral examination of witnesses *ex parte* before one of the examiners of the court, or a special examiner. Any witness may be cross-examined in court at the hearing of the cause. The ordinary practice of the Court as to evidence after issue joined may be stated thus: each party verifies his case wholly or partially by affidavit, or wholly or partially by oral examination of witnesses *ex parte* before one of the examiners of the court or a special examiner, and there is no cross-examination otherwise than at the hearing of the cause.

By rule 3 of the Order of February 5, 1861, it is provided that, upon summons taken out by any party within fourteen days after issue joined, the judge at chambers may make an order that the evidence in chief as to any particular facts and issues be taken *vivâ voce* at the hearing. For other exceptions which may be made to the general practice, see rules 10 and 11 of the same order. See also Mr. Chapman Barber's statement in Haynes' Outlines of Equity, App. pp. xxi—xxiii.

The above observations apply to the case where issue is joined by replication. In the case of an intended motion for decree under the statute 15 & 16 Vict. c. 86, s. 15, the plaintiff, having filed such affidavits as he considers sufficient, gives notice to the defendants that he intends, at the expiration of one month from the notice, to move for a decree, and at the foot of the notice of motion he specifies the affidavits which he intends to use in support of the motion. The defendant has a fortnight's time (often extended by special order) to file affidavits in answer, and the plaintiff has a week (also often similarly extended) to file affidavits in reply. Consolidated Orders, Order 33, rules 4—7; Mr. Chapman Barber's statement, Haynes' Outlines of Equity, App. pp. xvii., xviii).

14. Proceedings in the Court of Chancery may be *commenced* by summons at chambers for certain purposes connected with the administration of a deceased person, either

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by a person interested in the estate of the deceased, under 15 & 16 Vict, c. 86, ss. 45, 47, or by executors or administrators, under 23 & 24 Vict. c. 38, s. 14 (See Hunter's Suit in Equity, 4th ed., by G. W. Lawrance, pp. 231—236). Proceedings for the rectification of a joint stock companies' register, under 25 & 26 Vict. c. 89, s. 35, may also be commenced by summons at chambers; and also applications for the guardianship and maintenance of infants, and certain applications under the Drainage Acts. (See Daniell's Chancery Practice, 4th ed. vol. ii. pp. 1070—1222; 27 & 28 Vict. c. 114, s. 21.)

15. The effect of the enrolment of a decree, with reference to a rehearing or appeal, is as follows:—The decree cannot, when enrolled, be varied by the simple and cheap process of rehearing, but it is necessary to have recourse to the House of Lords, or to file a bill of review. The House of Lords will not entertain an appeal from a decree which has not been signed and enrolled (Hunter's Suit in Equity, 4th ed., by G. W. Lawrance, pp. 91, 178).

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. Farmers, graziers, common labourers, or workmen for hire, and all members of any partnership, association, or company which cannot be adjudged bankrupt under the Act, are (as such) exempted from the definition of the term "trader" by the schedule to the Act (32 & 33 Vict. c. 71).

2. No person is to be adjudged bankrupt unless the act of bankruptcy on which the adjudication is grounded occurred within six months before the presentation of the petition for adjudication (32 & 33 Vict. c. 71, s. 6).

3. A creditor holding security may be a petitioning creditor, if he states in his petition that he will be ready to give up such security for the benefit of the creditors in the event of the debtor being adjudicated a bankrupt, or if he is willing to give an estimate of the value of his security, in which latter case he may be admitted as a petitioning creditor to the extent of the balance of the debt due to him after deducting the value so estimated; he will, however, be bound, if the trustee require him so to do, to give up his security to the trustee for the benefit of the creditors, upon payment of such estimated value (section 6).

4. Every creditor may prove under the bankruptcy whether the bankrupt's debt or liability to him is present or future, certain or contingent, provided the liability existed at the date of the adjudication, or arises during the continuance of the bankruptcy by reason of some obligation incurred previously to the date of adjudication; but these exceptions are made by the Act; (1) demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise shall not be provable in bankruptcy, and (2) no person having notice of any act of bankruptcy available for adjudication against the bankrupt shall prove for any debt or liability contracted by the bankrupt subsequently to the date of his so having notice (section 31).

5. The Court may, after adjudication, summon before it any person suspected of having in his possession any of the property or effects belonging to the bankrupt, and may require any such person to produce any document in his custody or power relating to the bankrupt, or his dealings or property, and may examine upon oath any person so brought before it (sections 96 and 97).

6. If any creditor in any bankruptcy, or liquidation by arrangement, or composition with creditors, in pursuance of the Bankruptcy Act, 1869, wilfully and with intent to defraud makes any false claims or any proof, declaration, or statement of account which is untrue in any material particular, he is guilty of misdemeanour by the 14th section of the Act for Abolishing Imprisonment for Debt (32 & 33 Vict. c. 62).

7. If a tenant becomes bankrupt his landlord may distrain upon his goods or effects for the rent due to him; but any such distress, levied after the commencement of the bankruptcy, is to be available only for one years' rent accrued due prior to the adjudication, and the landlord must prove under the bankruptcy for the overplus for which the distress may not have been available (32 & 33 Vict. c. 71, s. 34).

8. If a person having privilege of Parliament commits an act of bankruptcy, he may be dealt with under the new Act in like manner as if he had not such privilege; and if he is a member of the House of Commons he is to be, during one year, incapable of sitting and voting in that House, unless, within that time, either the order is annulled or the creditors are satisfied. And if the order of adjudication is not annulled, and the debts of the bankrupt are not fully satisfied at the end of the year, the Speaker is to issue a writ to elect a new member in his place (sections 120—123).

9. When the Court is satisfied that the whole of the property of the bankrupt has been realised for the benefit of his creditors, or so much thereof as can be realised without needlessly protracting the bankruptcy, or that a composition or arrangement has been completed, it is to make an order that the bankruptcy has closed. And upon such order being made, or at any time with the assent of the creditors testified by a special resolution, the bankrupt may apply to the Court for an order of discharge (sections 47 and 48).

10. The declaration of dividends vests in the trustee, subject to the approval of the committee of inspection; and when the trustee has converted into money so much of the bankrupt's effects as can, in the joint opinion of himself and the committee of inspection, be realised without needlessly prolonging the bankruptcy, he is to declare a final dividend (sections 41 and 44).

11. When a person who has been made bankrupt does not obtain his discharge he is to be protected for three years from the close of the bankruptcy from having any debt provable under the bankruptcy enforced against his property; and if during that time he pays to his creditors such additional sum as will make up in the whole ten shillings in the pound, he is to become entitled to an order of discharge in the same manner as if a dividend of ten shillings in the pound had originally been paid out of his property; but if, at the expiration of the three years from the close of the bankruptcy, the bankrupt is still undischarged, the balances still remaining unpaid are to become judgment debts, which may be enforced against his property with the sanction of the Court, saving the rights of persons becoming creditors after the close of the bankruptcy (section 54).

12. The following settlements by a bankrupt trader are not void, though the bankruptcy is within two years from the date of the settlement:—

a A settlement made before and in consideration of marriage.

b A settlement made in favour of a purchaser or incumbrancer in good faith and for valuable consideration.

c A settlement made on or for the wife or children of the settlor, of property which has accrued to the settlor after marriage in right of his wife (section 91).

13. A debtor desirous to compound with his creditors under the new Act, must present a petition in the form given in the 106th schedule to the orders of January, 1870, praying that notices to convene a general meeting of the creditors may be issued, and that any resolutions which may be passed by the creditors may be duly registered by the registrar of the court. He must then (unless prevented by some cause, such as sickness) be present at the creditors' meeting to answer inquiries, and produce a statement showing the whole of his assets and debts (section 126, and General Rules, rule 252).

14. The debtor is to produce to the first general meeting, and also (in case there be any) to the second general meeting, a statement showing the whole of his debts and assets, and the names and addresses of the creditors to whom such debts respectively are due. The name of each creditor in such statement is to be numbered consecutively, and the list of those creditors whose debts do not exceed £10, are to be separated and follow after the list of those creditors whose debts exceed that amount.. The debtor's statement of affairs is to be as near as may be in the form required in bankruptcy (rule 274).

15. In calculating a majority for the purposes of a composition under part 7 of the Act, creditors whose debts amount to sums not exceeding £10 are to be reckoned in the majority in value, but not in the majority in number (section 126).

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. A conspiracy is the agreement between two or more persons to do an illegal act—as, for instance, to commit a crime.

2. No. Because a husband and wife cannot alone be found guilty of a conspiracy, for they are considered in law as one person, and are presumed to have but one will. Consequently, as the third person is acquitted, there can be

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no conviction for conspiracy, as there are not, in the eye of the law, two persons charged with that crime.

3. A conspiracy must be by two persons at least, but one person alone may be tried for a conspiracy, provided that the indictment charge him with conspiring with others who have not appeared, or who are since dead.

4. Yes. Because the essence of the crime of conspiracy is the mere *agreement* to do the illegal act which is the object of the conspiracy. An agreement between two or more to commit a crime is as much a crime in itself before as after the crime is committed in pursuance of the agreement.

5. A libel upon an individual is a defamation of him by writing, printing, or signs calculated to expose him to the hatred, contempt, or ridicule of others. It is necessary that the libel should be published. It need not be proved that it was malicious, because the law infers malice from the fact of the publication of such a defamatory statement. It is not necessary that anything criminally or morally wrong should be imputed to the person libelled. It is sufficient if what is imputed is defamatory. For instance, to write and publish of a man that he is a very stupid person would be *prima facie* libellous. Besides libels on individuals there are also blasphemous, seditious, and obscene libels.

6. Yes. A libeller can be prosecuted criminally for a libel, because it is considered that a libel tends directly to cause a breach of the peace, and is, therefore, a crime. The civil proceedings are to obtain compensation for the damage done by the libel, the criminal proceedings to preserve order in the state.

7. The rule of the common law is "the greater the truth the greater the libel" in a criminal prosecution, and the truth of the libel is, therefore, no defence in a criminal prosecution although it is a good defence in an action. This common law rule is now subject to the provision of 6 & 7 Vict. c. 96, by section 6 of which the truth of a libel is allowed to be a defence in a criminal prosecution if it was for the public benefit that the libel should be published. The fact that a libel was true, or believed to be true by the libeller, may sometimes, of course, affect the amount of punishment very much, even where it does not afford any defence.

8. 24 & 25 Vict. c. 96, s. 44, enacts that whoever shall send, &c., knowing the contents thereof, any letter demanding of any person with menaces and without any reasonable or probable cause any property, chattel, money, &c., shall be guilty of felony and liable to penal servitude for life or for any term not less than three years, or to be imprisoned for any term not exceeding two years with or without hard labour, and with or without solitary confinement.

9. Champerty (*campi partitio*) is a bargain with a plaintiff or a defendant *campum partire* to divide the land or other matter sued for, between them, if they prevail in law, whereupon the champertor is to carry on the party's suit at his own expense. It signifies the purchasing of a suit or the right of suing (4 Bla. Com. 135).

10. By section 24 of 22 & 23 Vict. c. 35, any vendor of real or personal estate, or the solicitor of any such vendor, who shall after the passing of the Act conceal any settlement, deed, will, or other instrument material to the title from the purchaser, in order to induce him to accept the title offered to him, with intent to defraud, shall be guilty of a misdemeanour, and shall be liable to fine or imprisonment not exceeding two years with or without hard labour, or to both, and shall also be liable to an action for damages at the suit of the purchaser for any loss sustained by the purchaser in consequence of such concealment.

11. Ignorance of law does not excuse any one from punishment for the commission of a crime. The maxim is *Ignorantia juris quod quisque scire tenetur neminem excusat.* Such ignorance, however, although it is no defence to a criminal prosecution may affect the amount of punishment to be awarded to the offender. Ignorance of fact may be an excuse for the commission of a criminal act.

12 and 13. Infants, idiots, lunatics, and married women are under a more or less limited liability for their criminal acts.

An infant up to seven years of age is incapable of committing a crime. Between seven and fourteen years of age he is presumed to be *doli in capax* and so not liable for criminal acts, but evidence may be given to rebut this presumption and to show that in fact he is *doli capax*, and if this is proved he is liable as if of full age. After fourteen an infant becomes criminally liable as if of full age.

Idiots and lunatics are absolutely free from liability for criminal acts.

Married women are relieved from liability for criminal acts when done by coercion of their husbands, and if done in the presence of their husbands it is assumed, in the absence of contrary evidence, that the act is done by their coercion. Evidence may, however, be given to show that the wife, although acting in her husband's presence, was not under coercion, and if this is proved she is liable as if a *feme sole*. The mere authority or command of a husband to his wife to commit a crime will not excuse her if she commits it in his absence. It is not very well settled to what crimes this partial immunity of married women extends. It is said not to extend to treason, murder, or manslaughter, but it seems that it does extend to theft and burglary.

14 and 15. A principal in the first degree is one who is the actual perpetrator of the fact. Principals in the second degree are those who are present, aiding and abetting at the commission of the fact.

An accessory before the fact is he who, being absent at the time of the fact committed, doth yet procure, counsel, command, or abet another to commit it. An accessory after the fact is one who, knowing a feonly to have been committed by another, receives, relieves, comforts or assists the felon.

There can only be accessories in felonies. In treasons and misdemeanours all are principals if guilty at all.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

I.—From Chitty on Contracts.

1. What are the different kinds of contracts?
2. What are the requisites of a deed?
3. To constitute the delivery of a deed as an escrow, to whom must it be delivered?
4. When a treaty is begun by letter, and an offer made by letter is verbally rejected, is the party making the offer discharged from his written offer?
5. Is a promise to forbear "for a little time" sufficient to constitute a good consideration for a contract?
6. Is it requisite that a person who makes a promise in consideration of forbearance to a third party should have an interest in the transaction?
7. What is the distinction between a good and a valuable consideration?

II.—From Williams on the Principles of the Law of Real Property.

8. Define the legal meaning of the word "purchase" as contradistinguished from descent, and to what tenure is it applicable?
9. What is the first rule of descent? From whom must it now be traced?
10. When do female descendants inherit, and why were they, and are they postponed to males of equal degree?
11. What are co-parceners of an estate; and when there are three or more, will the law oblige them to make partition if one should require it?
12. Can a kinsman of the half-blood inherit when the common ancestor is a male, or a female; and after whom in degree can he succeed?
13. Define the meaning of a "manor," and explain its origin. How are lands held in it by the lord's tenants?
14. What are customary freeholds; and are they held at the will of the lord; and do these last words import an absolute, or a limited right of dominion?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. Give some illustrations of the maxim "Equity looks on a thing as done which ought to be done."
16. What is the distinction between actual fraud and constructive fraud?
17. State some of the instances in which the Court of Chancery will exercise its jurisdiction over infants.
18. Define a special injunction, and how is it obtained?
19. What redress is there in equity against a party who has contracted to do a thing, and has not done it; and in what cases will equity refuse to interfere?
20. Under what circumstances will equity interfere in cases of parol contracts only?
21. State the principles followed by the Court of Chancery in reference to profit or loss made by trustees in administering or dealing with trust funds.

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IV.—Book Keeping.

22. An account has two sides, a Dr. side and a Cr. side. Say what these two sides are intended to contain.

23. How should you keep a constituent's account?

24. What ought the account at any time to shew?

25. What are the principal books of account which ought to be kept?

26. Of what items should a balance sheet be composed; and of what ought the difference between the Dr. and Cr. side to consist?

ADMISSION OF ATTORNEYS.

Easter Term, 1870.

The following are the days for admission in Common Law:—

Wednesday.....May 11 | Thursday.....May 12

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Thursday, the 12th of May, 1870, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Wednesday, the 11th of May.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, May 2, class A. Tuesday, May 3, class B. Wednesday, May 4, class C. —4.30 to 6 p.m.

Friday, May 6, lecture—6 to 7 p.m.

THE REAL ESTATES INTESTACY BILL.

(*Continued from page 517.*)

But with regard to the descent of estates in fee simple where undisposed of by settlement or will, I have long been of opinion that an alteration in the law of primogeniture would be beneficial, and I have expressed this opinion in my published works.* An estate in fee simple is an estate given to a man and his heirs. In ancient times these words were pregnant with meaning. The heir had a vested right of succession, of which the ancestor could not deprive him by any alienation, whether by deed or will. The eldest son was the heir-at-law, because he was supposed to be stronger and more competent to bear arms than his younger brothers.† This reason, I need hardly say, has long since ceased. Full power of alienation has been gradually acquired. The words "to him and his heirs" are now mere technicalities. The necessity for their use was abolished, as to wills, by one of the first Acts of the present reign.‡ But in deeds they must still be used; and to them cling masses of feudal rubbish, such as the rule in *Shelley's case*, all of which might most beneficially be weeded out of the law. I should like to uproot this ancient definition, and with it the last remaining trace of its feudal origin—the descent on intestacy to the eldest son.

And my reasons are these:—Granted that the testamentary power is beneficial, it seems to me to follow that, where by accident this power has not been exercised, the law should make, as nearly as may be, the same disposition as a wise testator would have made for himself. I think that the more this matter is considered, the more this will be found to be the true principle. When lunacy or idiotcy render a will impossible, surely the law should make some approach to a reasonable provision for all the children, and should rather mitigate the misfortunes of the family by an equitable apportionment, than abide by a feudal rule, however great its antiquity or historical interest. Intestacy occurs far more frequently with respect to small properties than large ones; and in these cases the wisest disposition would most frequently be, a sale of the property, and the division of the proceeds in due proportions between the wife and children—in fact the same or nearly the same division as is made of the personal estate by the Statute of Distribution. We have seen that the Court of Chancery, anticipating, as the courts have often done, the tardy current of legislation, has in some cases already produced this effect. But if the share of a trader in lands, purchased for the purposes of a partnership business, is in equity personal estate, why should ground or warehouses, which a man trading alone has bought for the purposes of his business, be still bound by an old feudal rule, the reason of which has long since ceased?

Lands held for long terms of years exist in many parts of the country. For all practical purposes they are the same as freeholds. And yet on intestacy they do not descend to the heir, but vest in the administrator in trust for the next of kin. I never heard of any injurious consequence arising from this state of the law. If all lands were vested in the administrator, there would, no doubt, be a great temptation to the Chancellor of the Exchequer to subject them to administration and legacy duty. But such taxes, if imposed, would at least have the merit of simplicity, a merit which, unfortunately, cannot be claimed by the duty on successions to real estate.

It may be said that many persons would by their wills leave their real estate to their eldest son, leaving their personalty only amongst their younger children. But in practice it is found that, when the real estate is deliberately destined to the eldest son, it is almost always charged with some moderate provision for the younger children. Such a provision it would be very difficult to make in case of intestacy. And where it is impossible to meet every case, it seems to me that legislation should be aimed at those cases which most frequently occur. Intestacy very seldom occurs as to large properties. They are generally carefully settled in a manner suited to the circumstances of the family. There is one exception, however, which I think might well be made and which seems to me to follow from the principle of doing that by law which a prudent testator would himself have most probably done had he left a will. As long as we have in this country descendible titles of honour, so long is it most desirable that a sufficient estate should accompany each title, to enable the heir to maintain the dignity which has, by no act of his own, descended upon him. As the law now stands, on the decease intestate of a peer or a baronet, the title may go to the next heir male, and the lands to the next heir general, such as an only daughter. I think that the same policy which creates these distinctions should endeavour to preserve them, so far as may be done without infringing on the right of alienation. It appears to me, therefore, that, on the decease intestate of a person possessed of a hereditary title, his real estate should descend with the title to the next heir thereto, but charged, if you please, with a provision—say to the extent of one-fourth of the value of the lands, in favour of his next of kin.

I think that a sale of the real estate of an intestate, and the division of the produce, is far more desirable than a division of the lands themselves amongst the children. I believe the perpetual subdivision of land, except where made for building or like purposes, to be very harmful. I believe that, except perhaps in very mountainous countries, capital is most productively applied to land in large than in very small farms. A sale effects the fairest partition. If all agree, it need not be made; and if made, any one or more may, by purchasing the lands, retain them in the family. No doubt there are cases, such as the infancy of all the children, where this course would be impracticable. And it might perhaps be more prudent, in introducing so great and fundamental an alteration, to pursue at first a tentative course, and to make it optional to every purchaser of landed property to have it at his decease treated either as real or as personal property. A scheme for this purpose has been put forth by my learned friend, Mr. F. Vaughan Hawkins, in an able paper on the "Optional Mobilisation of Land."* I think that his suggestions are well worth attention. If it were found that the great majority of pur-

* "Principles of the Law of Personal Property," p. 266, 1st ed., 1848; p. 365, 7th ed., 1870. "Essay on Real Estates," p. 120.

† "Gilbert's Tenures," p. 11.

‡ Stat. 7 Will. IV., and 1 Vict. c. 26. An Act for the amendment of the laws with respect to wills.

* "Optional Mobilisation of Land; a scheme for Simplifying Title and Transfer," by F. Vaughan Hawkins, of Lincoln's Inn, Barrister-at-Law. Maxwell & Son.

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chasers availed themselves of this provision in order to avoid the rule of primogeniture, that rule might ultimately be made the exception, or perhaps abolished altogether. Meanwhile, I must confess it seems difficult to imagine any fair ground of opposition to a plan which would be simply permissive, and which would enable the landowner more effectually to destine his property in a way which he himself may conceive to be the most equitable.

The chief objection to the plan of optional mobilisation is, that it would tend to complicate the law by the addition of another class of property. The enormous extent and ramifications of our law are very little appreciated by the public at large, who suppose that any lawyer of any eminence must know all about it. This I believe to be not only untrue but impossible. I sincerely trust that no changes are in contemplation which may render more frequent the painful spectacle of a judge in the false position of having to decide points of law with which he is of necessity unfamiliar.

But to return to our subject. I think that on the decease of a married woman, her lands ought not to belong wholly to her husband, as her personal estate now does. In this respect, however, I should suggest an amendment in the law of personal property. In ancient times it might have been reasonable that the wife's goods and chattels should belong entirely to her husband. They then consisted principally of those brass pots, spinning-wheels, and four-post bedsteads, of which specimens are still to be seen in the collections of the curious. But at the present day the case is different. When especially the wife has property for her separate use, the right of the husband to claim the whole on her decease intestate, is generally contrary to what is intended, and produces accordingly surprise and disappointment. I think that if, on the wife's decease, the husband had the same share in his wife's personal estate as she now has in his, the law would be more just; and the same rule might then apply to the proceeds of the real estate as well as to the personalty. If this were done I should propose to abolish altogether the husband's estate by the curtesy after his wife's decease. And I do not think that estates tail, which are now subject to curtesy, need form any exception.

If one were framing a code of laws, the fact of the husband having had issue born alive would scarcely be selected as the most suitable event on which to give him an estate for life in his wife's lands; and I cannot remember ever having seen such a provision deliberately inserted in any settlement. I think that during the coverture the husband, as the head of the household, should be entitled as now to the rents and profits of his wife's lands. But after her decease, I think that, in default of any express stipulation, she ought to be able to dispose of her lands by her will, giving them as she pleases, either to her husband absolutely, or to any one else.

As the law now stands, the real estate of a married woman descends, subject to her husband's curtesy, to her heir-at-law, unaffected by any disposition which she may have attempted to make by her will. Nor can she defeat the right of her heir by any disposition she may make by deed, unless such deed be executed with her husband's concurrence, and be also acknowledged by her apart from him, as her own act and deed, before a judge or two commissioners. I think that the law may be beneficially altered in both these respects. I see no reason, as I have said, why a married woman should be unable to dispose of her lands by will; and, although the principle of the separate acknowledgment of deeds by married women may, perhaps, find defenders in the profession, yet in practice it is undoubtedly true that no lawyer ever deliberately places the lands of a married woman within the protection which the law thus provides; but, on the contrary, in every settlement where a power of disposition is given to the wife, it is carefully so framed as to avoid the necessity of a separate acknowledgment by her. I think that a system condemned by the universal practice of the profession had much better be abolished. I think that every married woman, with the concurrence of her husband, should have power to dispose of her real estate by a deed simply executed in the usual way. I have before called attention to the need of this reform.* I am glad to find the same views expressed in an able paper on the property rights of married women, lately read before the Juridical Society by my learned friend, Mr. Droop.*

On the decease of a husband intestate, his widow's right of dower still intervenes as against the heir. This old-fashioned right was well adapted to the times in which it originated. But so troublesome had it become in modern times, that the Act for the Amendment of the Law relating to Dower,† enabled every future husband to deprive his wife of this provision by any deed executed by him, or by his will. The remarkable unanimity with which all purchasers of lands have availed themselves of this provision shows how little this right is relied on as a practical provision for the widow. And in truth it would be very difficult to set out by metes and bounds one-third of a dwelling-house for the exclusive use of the widow for the rest of her life; and what use could she make of a life estate in a portion of a piece of building ground? I think that this right had very much better be abolished. One-third or one-half, as the case may be, of the proceeds of the sale of the land would not, I should hope, be regarded by those most concerned as an unhandsome offer in exchange.

According to the present law, lands do not descend to the heir of the last possessor, but to the heir of the last purchaser. So that if an only son has inherited lands from his mother, the heir of his mother, however distant, is preferred to his father; and, in other cases, the heir of the father, however distant, comes in before the mother. This may be feudally right, but I venture to think that it is naturally wrong. If the alterations for which I contend were made, the next of kin of the last possessor would, on his death without issue, always take the produce of his landed property; the father, if living, taking the whole, or, if he were dead, the mother, brothers, and sisters sharing equally.

By the old law of descent, in default of issue, relations of the half blood could never inherit. When this law was—with the law of dower and other laws,—amended at the suggestion of Lord Brougham's Real Property Commission, the half blood were permitted to inherit; and their true place was, I think, assigned to them, namely, next after those of the same degree of the whole blood. This position I should not wish to disturb. I had rather alter the Statute of Distribution, by postponing the half to the whole blood in the succession to personal estate, instead of permitting all to share equally as is now the case. This suggestion also I have made before.‡ I do not think that a half brother or sister has the same claim as a brother or sister of the whole blood. Unquestionably the relationship is less.

There is another point in which I think that a beneficial change might be made in the distribution of the proceeds of an intestate's estate. I do not think that very distant relatives need be sought for at great trouble and expense. I should suggest that in the event of intestacy, there would be no occasion to go beyond the uncles and aunts of the intestate, and their descendants. Beyond these limits there is usually very little of that intimacy which raises an expectation of some provision. I should suggest that beyond these limits the property of an intestate should go to the Crown for the benefit of the whole of the intestate's countrymen, rather than to the few who may be able to trace a kinship to him. This suggestion I have made before.§ A similar proposal has been made by Mr. Mill in the first volume of his "Political Economy."‖

The change which I advocate in the law of descent would involve some important consequences, all of which require consideration. Two of them are of especial importance; namely, first, the placing in the same hand of both the real and personal estate of an intestate, with a view to the payment of his debts. There was a time when Sir Samuel Romilly's proposal to subject a man's real estate to the payment of his simple contract debts was denounced as subversive of the constitution. Those times are happily past. But the want of fit machinery for the realisation of the landed property of a deceased debtor is an evil still

* "Principles of the Law of Personal Property," p. 288, 1st ed. 1848; p. 393, 7th ed. 1870.

* "On the Property Rights of Married Women," by H. R. Droop, Esq., of Lincoln's Inn, Barrister-at-Law, late Fellow of Trinity College, Cambridge. Wildy & Sons, and Ridgway.

† Stat. 3 & 4 Will. 4, c. 105.

‡ "Principles of the Law of Personal Property," p. 265, 1st ed. 1848; p. 364, 7th ed. 1870.

§ "Principles of the Law of Personal Property," p. 268, 1st ed. 1848; p. 367, 7th ed. 1870.

‖ Pp. 272, 273, 2nd. ed.

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practically felt. I think that the whole of the estate of every deceased person should vest first in his executor or administrator for payment of his debts, with similar powers to those now possessed, subject, perhaps, to a few modifications.

The second important consequence would be an improvement in a branch of the law, which, in my view, of all others most needs to be improved, namely, the law of mortgage. It seems to me monstrous that the pedigree of the lender's heir should, for sixty years, become a part of the borrower's title, because the lender, after the loan, may happen to die intestate. The mortgagor now hands over the lands bodily to the mortgagee; and at law he is the owner, and to his heir descends what is called the legal estate. I heartily wish this legal estate were abolished. I have known a person obliged to put up for years with a lease, improperly obtained from his predecessor in title, simply because, having been obliged to borrow, he was unable himself to bring an ejectment, and his mortgagees, of course, declined the responsibility. I think that every mortgage should be at law what it is in equity—a charge and nothing more, not interfering, unless it be realised, with the ownership of the mortgaged lands. This change, if effected, would no doubt supersede the advantage to be derived, in this case, from a change in the law of descent.

It may be said that other consequences not so beneficial may perhaps follow from the change I propose. It may, possibly be that those who have no lands may think this change will tend to their benefit, and finding that it does not will be disappointed. But it is, of course, mainly in the interest of those who are possessed of landed property, that I propose a change in the laws relating to such property. Those who have none should be, and I hope and believe increasingly are, the objects of anxious consideration on the part of the Legislature. But the particular subject which I have been discussing cannot, so far as I can see, materially affect them either one way or the other.

OBITUARY.

*** The death of Mr. John Endell Powles, solicitor, of Monmouth, was erroneously announced in our last week's obituary. We were betrayed into the mistake, which we regret extremely, in consequence of a Mr. Alderman John Powles (who died on the date mentioned by us) having been described as Mr. J. E. Powles. We are glad to find that Mr. John Endell Powles is in perfect health, and trust it may be many years before he becomes entitled to a place in our obituary columns.

SIR C. G. PAYNE, BART.

The death of Sir Charles Gillies Payne, Bart., barrister-at-law, took place at Blumham House, his seat in Bedfordshire, on the 21st of April, at the age of seventy-seven years. The deceased baronet was the eldest son of the late Sir Peter Payne, who assumed the title in 1828. Sir Charles succeeded to the baronetcy on the death of his father, in January, 1843. He was educated at Merton College, Oxford, where he graduated B.A. in 1815, and M.A. in 1818; he was called to the bar at the Middle Temple in June, 1823. In 1833, during his residence at St. Christopher's, in the West Indies (where there are family estates), he was appointed a member of the Executive and Legislative Councils of the island. He filled the office of High Sheriff of Bedfordshire in 1851, and was nominated a deputy-lieutenant of that county in 1852; for many years he was chairman of the justices of the Biggleswade division. By the death of Sir Charles, the baronetcy devolves on his only son, Salusbury Gillies Payne, barrister-at-law, of the Norfolk Circuit. Sir Salusbury Payne was born at St. Christopher's in April, 1829, he was educated at Rugby, and afterwards at Brasenose College, Oxford, having been called to the bar at the Middle Temple in November, 1857.

MR. T. J. KNIGHT.

Mr. Thomas John Knight, barrister-at-law, died suddenly on the 25th April, at his residence at Richmond, Surrey. The late Mr. Knight was educated at Trinity College, Cambridge, where he graduated B.A. in 1828, and afterwards proceeded M.A.; he was called to the bar at the Middle Temple in November, 1831, and practised for some years at Hobart Town. He subsequently became Solicitor-General, and afterwards Attorney-General, for the island of Tasmania, which latter office he resigned in 1861, when he returned to England.

MR. E. LLOYD.

Among the party recently captured by Greek brigands on the field of Marathon, and afterwards murdered, was Mr. Edward Lloyd, barrister-at-law. He was a son of Mr. E. J. Lloyd, Q.C., Judge of the Bristol County Court, and was called to the bar at Lincoln's-inn in June, 1858; he had visited Greece on business connected with the Piræus Railway. Mr. Lloyd was for some time on the staff of the *Jurist* and *Weekly Reporter*. He was the author of a very well known work on "The Law of Trade Marks," which appeared originally as a series of articles in the *Solicitors' Journal*.

MR. G. R. MOSSMAN, SEN.

We have to record the death of Mr. George Robert Mossman, sen., solicitor, of Bradford, which took place at that town on the 26th of April. Mr. Mossman was the oldest solicitor in Bradford, having taken out his certificate in Hilary Term, 1820, and had therefore been in practice for nearly fifty years. About forty years of that period he held the office of clerk to the West Riding Justices acting for the east division of Morley, which becomes vacant by his death. The deceased gentleman, who had reached his seventy-fifth year, was a member of the Metropolitan and Provincial Law Association. His son, Mr. G. R. Mossman, is clerk to the borough justices of Bradford.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

Proceedings at the Twenty-third annual general meeting, held at the Incorporated Law Society's Hall, on Wednesday, April 27th, 1870, Mr. Edward Lawrance, in the chair.

The secretary read the report and the annual balance sheet.

Resolved—1. On the motion of the Chairman: That the report of the committee of management be adopted, and that it be printed and circulated in the usual way.

Resolved—2. On the motion of Mr. J. Kendall, seconded by Mr. Dodds, M.P.: That the cordial thanks of the association be presented to the committee of management for their labours during the past year.

Resolved—3. On the motion of Mr. Dodds, M.P., seconded by Mr. John Hopgood: That the members of the association (page 3 of the report) be elected chairman, deputy chairman, and members of the committee of management for the ensuing year.

Resolved—4. On the motion of Mr. Stephen Williams, seconded by Mr. B. T. Sharpe, of Norwich: That the best thanks of the association be presented to Mr. J. Morris for his services as auditor, and that he be requested to accept the same office for the ensuing year.

Resolved—5. On the motion of Mr. E. Benham, seconded by Mr. W. H. Partington, of Manchester: That the best thanks of the association be presented to the Council of the Incorporated Law Society, for the cordial co-operation they have afforded to the committee of management during the past year, and for their courtesy in lending one of their rooms for the purpose of this meeting.

Resolved—6. On the motion of Mr. T. Arison, of Liverpool, seconded by Mr. C. F. Tagart: That the best thanks of this meeting be presented to Mr. Edward Lawrance for his services during the past year, and for his able conduct in the chair this day.

The meeting concluded with a vote of thanks to the secretary, which was moved by Mr. Edward Lawrance, the chairman, and seconded by Mr. E. Benham.

SOLICITORS' BENEVOLENT ASSOCIATION.

The twenty-fourth half-yearly general meeting of the members and friends of the above association, established in 1858, for the relief of poor and necessitous attorneys, soli-

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citors, and proctors throughout England and Wales, and their wives, widows, and families, was held in the hall of the Incorporated Law Society, Chancery-lane, on Wednesday last, the 27th inst., in the presence of a good number of the profession, for the purpose of receiving the directors' report and statement of accounts for the past half-year and transacting other business. The chair was occupied by W. Strickland Cookson, Esq.

The SECRETARY having read the notice of meeting, and the minutes of the last half-yearly general meeting, the following report was received and adopted:—

The termination of another half-year, renders it the duty of the board of directors, in conformity with the rules, again to address the general body of members as to the affairs of the association, and they have much pleasure in being enabled to report its increasing prosperity.

The number of new members admitted since October last is 95, of whom 22 are life and 73 annual members. The aggregate number now enrolled is 2,080, of whom 721 are life and 1,359 annual subscribers; 23 life members are also annual subscribers.

The general circulation of the society's printed reports amongst the members of the profession has materially assisted in producing this accession of new members, and the directors deem it necessary to mention the fact, not only as a subject for congratulation, but because the outlay incurred in this mode of bringing the objects and claims of the institution under the notice of the profession has been considerable.

The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the half-year, including the balance of £232 18s. 10d. from the previous account, have amounted to £1,550 8s. 7d.

During the half-year, the sum of £385 has been expended in relief; of that amount the sum of £230 has been applied in grants of assistance to distressed members and families of deceased members, and £155 in alleviating the necessities of families of deceased solicitors, non-members of the association.

The sum of £650 has been added to the invested fund in the purchase of India Four per Cents., and the funded capital of the association now consists of £4,338 10s. India Four per Cents., £7,803 17s. 8d. India Five per Cents., and £5,071 6s. 4d. Three per Cent. Consols, producing together annual dividends amounting to £700.

Observations having been addressed to the board on the small amount of relief granted, the directors desire to point out that, in accordance with a resolution passed by the general meeting in April, 1861, and re-affirmed by another meeting in October, 1862, they are restricted from giving relief beyond the amount of the annual dividends.

A balance of £235 2s. 10d. remains to the credit of the association with the Union Bank of London, and a sum of £15 is in the secretary's hands.

The directors deeply regret to have to record the decease, since the last general meeting, of two of their valued colleagues—Mr. Francis Hoole, of Sheffield, and Mr. Thomas Harrison, of London—both of whom were trustees. The vacancies at the board have been filled by the appointment of Mr. John Yeomans, town clerk of Sheffield, and Mr. William Hine Haycock, of London. The complement of trustees will have to be filled up, in conformity with the rules, at the next provincial general meeting.

The directors have the gratification to announce that the Vice-Chancellor, the Hon. Sir. Richard Malins, has kindly accepted their invitation to preside at the tenth anniversary festival of the association, which will take place on Wednesday, the 15th of June next, at the Freemasons' Tavern, Great Queen-street, London. Seventy-nine gentlemen have already taken upon them the office of stewards, and the secretary will be happy to receive other names. The directors confidently trust that by hearty and general co-operation among the friends of the association, its interests may be greatly promoted on that occasion.

The usual complimentary votes were then passed to the directors and auditors for their valuable services during the past half-year, to the council of the Incorporated Law Society for permitting the meetings of the association to be held in their hall, to the chairman for presiding, and the secretary, and the proceedings of the meeting terminated.

LAW AMENDMENT SOCIETY.

A meeting of the Law Amendment Society will be held on Monday next, when will be considered—"The High Court of Justice and the Appellate Jurisdiction Bills." G. W. Hastings, Esq., will open the discussion. The chair will be taken at eight o'clock by George Mellish, Esq., Q.C. A meeting of the Law Amendment Committee will meet at seven o'clock.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday, the 26th of April, the question for discussion was No. CLXXXVI. Jurisprudential—"Should the game laws be abolished?" Mr. Drake opened the debate in the negative, and the question was ultimately decided in that way by a large majority.

COURT PAPERS.

BRISTOL ELECTION PETITION.

Britt and Others, Petitioners; E. S. Robinson, M.P., Respondent.

An election petition from Bristol against the return of Mr. Robinson was lodged last Friday week at the Common Pleas Rule Office. The petition alleges bribery, treating, and gross personation of voters at the election, and prays that the election may be declared void.

Mr. Baron Bramwell will be the judge to try the petition.

The agent for petitioners is Mr. T. Gilbert, of 4, Victoria-street, Westminster; the agents for respondent are Messrs. Wyatt & Hoskins, of 24, Parliament-street.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 29, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 94	Annuities, April, '85
Ditto for Account, May 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 113¾	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '72 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	126¼
Stock	Great Southern and Western of Ireland	100	101½
Stock	Great Western—Original	100	72½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	131½
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	16¼
Stock	London and North-Western	100	128
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	52⅝
Stock	Metropolitan	100	77½
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	36
Stock	North London	100	121
Stock	North Staffordshire	100	62
Stock	South Devon	100	47
Stock	South-Eastern	100	78
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The week opened with Consols decidedly strong in spite of a brisk demand for money. They have not, however, maintained

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their tone, and hang rather heavy just now, but the relapse appears to be due to merely temporary influences. Railways, which at one period in the week showed an improvement, have also relapsed, and the prevailing uncertainty as to what the Chancellor of the Exchequer will do with the duty, has a depressing influence. Great Westerns have made a slight further advance. Erics have receded somewhat, the accounts from New York not being very encouraging. The Indian guaranteed stocks remain without alteration, at the improvement effected a short while back. The new Japanese 9 per cent. loan has been very well received, the subscriptions being nearly double the amount to be alloted.

The twenty-first annual meeting of the Prudential Assurance Company was held on the 22nd inst. The report states that the new annual premims for the year 1869 amounted to £102,323, and the claims paid to £86,594. The usual interest on the shares, at the rate of 5 per cent. is now payable.

The annual meeting of the London and Provincial Law Assurance Society was held on Wednesday. The report states t hat the new business during the year amounted to 197 policies, assuring £289,970, and yielding £10,849 in premiums. The total premium receipts reached £83,747, and the interest on the investments £22,779 11s., making the total income of the twelve months £106,526, as against £97, 937, the income of the previous year; the sum of £5,666, was also received in respect of annuities granted. Claims have been paid upon the deaths of twenty-two lives, assured under thirty-one policies, in the aggregate sum of £34,786, including bonus additions of £3,386; of this amount £2,580 was covered by re-assurances, thus reducing the payments by the society on this head to £32, 206.

Lord and Lady Cairns have arrived in Paris, on their way back to England.

The death is announced of the Hon. Mrs. Isabella Sophia Whately, sister of Lord Chancellor Cottenham.

Mr. R. S. Sowler, Q.C., met with an accident recently, by which his leg was broken, while getting out of his car at Ellerthwaite, on his way to the Windermere railway station.

Mr. J. A. Russell, Q.C., Judge of the Manchester County Court, has been requested to accept the office of President of the Manchester and Salford Court of Conciliation and Arbitration, in the room of Mr. Alfred Milne.

Mrs. Western Wood, a sister-in-law of the Lord Chancellor, died at North Cray-place, Kent, on the 24th of April. The deceased lady was the youngest daughter of Mr. John Morris, of Baker-street, and relict of the late Western Wood, Esq., younger brother of Lord Hatherley, who was for some time M.P. for the city of London, and died in 1863.

On Thursday Mr. Justice Blackburn made absolute a rule to restore Mr. Frederick Augustus Farrar to the roll of attorneys. It may be remembered that Mr. Farrar was convicted of forgery in October, 1868, after which it was a matter of course that he should be struck off the rolls. Subsequently the Home Office discovered that he had been wrongfully convicted, and he consequentiy received a free pardon. Mr. Justice Blackburn, having satisfied himself that the pardon was granted *ex debito justitiæ* on the merits of the case, made the rule absolute to restore Mr. Farrar to the roll.

In a late case of *Demott* v. *McMullen*, the Superior Court of New York held that necessaries purchased by a married woman are not chargeable upon her separate estate, unless perhaps purchased expresaly on the credit of it, and charged upon it by some affirmative act on her part sufficient in law for that purpose. In passing the Act of 1860, the Legislature could not have intended to make the separate estate of a married woman liable for necessaries purchased by the husband through the agency of his wife, although the statute says so. The Legislature probably intended to enact that the separate estate of a married woman may be held liable for a debt contracted for the support of herself or her children by her husband as her agent. Before a plaintiff can, in any event, be permitted to collect the husband's debt out of the wife's property under the first section of the Act of 1860, as it reads, he must bring himself within the strict letter of it and show that the debt was contracted for the exclusive support of the wife or her children.—*New York Daily Transcript.*

London and Provincial Law Assurance Society.—At the annual meeting of this society on Wednesday, Mr. George Lake, of the firm of Messrs. Lake & Co., and Mr. Henry H. Burne, of Bath, were elected directors.

Sir Barnes Peacock.—The Indian telegraph informs us that Sir Barnes Peacock, Chief Justice of the High Court of Calcutta, left for England by the mail-steamer on the 26th of April, his successor, Sir Richard Couch, having arrived from Bombay on the previous day. Sir Barnes Peacock was called to the Bar at the Inner Temple in January 1836, and formerly practised on the Home Circuit. He was created a Queen's Counsel in 1850, and in 1852 was appointed legal member of the Supreme Council of India. In 1859 he was nominated to succeed Sir James Colville as Chief Justice of the Supreme Court of Calcutta, and was appointed Vice-President of the Legislative Council of India. He received a fresh appointment to the Calcutta Bench in 1862, as Chief Justice of the newly-established High Court of Judicature. After serving in India for eighteen years, he now retires on a pension, and will most probably, like his predecessors, be added to the Privy Council on his return to England.

YANKEE NEWS.

The German lawyers of New York city have formed themselves into a Legal Aid Society, the object of which is to aid poor Germans lacking the necessary knowledge of the language and laws of the country in law cases.

Mrs. E. Morris, the female occupant of the judicial bench in Wyoming, is described as married; about sixty years of age; more fat than fair, and a believer in spiritualism, and a different organisation of our social as well as our political system.

A Dogberry in Mississippi has made a funny decision. Two negroes, near Rolling Fork, in Issaquena county, had a difficulty, and it resulted in their attendance before a magistrate in the neighbourhood. After a hearing, the justice decided that both men were in fault, and that each should pay a fine of twenty-five dollars and costs, making forty-eight dollars each. But both were unable to pay. The embarrassed squire finally hit upon a plan to get even with them. He put both to work on his forty-acre cotton-patch, and they picked eighteen hundred pounds each to square the bill.—*Albany Law Journal.*

Mrs. Caroline Neil is now a Judge of the Court of Oyer and Terminer at Wyoming.—*Anglo-American Times.*

ESTATE EXCHANGE REPORT.

AT THE MART.

April 22.—By Messrs. Norton, Trist, Watney, & Co.

Freehold rental of £100 per annum, arising out of the Freemason public-house, Howard-road, Stoke Newington. Sold £1,600.

Leasehold residence, No. 86, Gloucester-place, Portman-square, term 18 years unexpired, at a peppercorn. Sold £1,660.

Freehold cottage, situate at Buckhurst-hill, let at £20 per annum. Sold £300.

Freehold 8a. 1r. of arable and meadow land, situate at Woodford, Essex. Sold £1,150.

Freehold, the China Ship public-house, No. 4, Little Hermitage, Wapping, let at £45 per annum. Sold £850.

Freehold two houses (one with shop), No. 5, Little Hermitage-street, and 4, Bushell's-rents, Wapping, producing £40 16s. per annum. Sold £450.

By Mr. Nightingale.

Freehold residence, known as Shalstone-cottage, Surbiton-hill. Sold £1,150.

Freehold house and shop, in the Market-place, Kingston, Surrey. Sold £780.

April 26—By Mr. Saffell.

Freehold residence, No. 45, Albion-road, Stoke Newington, let at £45 per annum. Sold £750.—Freehold Residence, No. 52, Albion-road, let at £42 per annum. Sold £560.—Freehold residence, No. 71, Albion-road, let at £60 per annum. Sold £895.—Leasehold residence, No. 31, Upper Barnsbury-street, Islington, let at £45 per annum, term 39 years unexpired, at £8 per annum. Sold £385.—Leasehold residence, No. 1, Shacklewell-lane, Kingsland, let at £35 per annum, term 2 years unexpired, at £4 per annum. Sold £33.—Leasehold two residences, Nos. 14 and 15, Shacklewell-lane, producing £51 per annum, term 2 years unexpired, at £11 17s. per annum. Sold £56.—Leasehold house, No. 10, Chadwick-road, Peckham, annual value £42, term 89 years unexpired, at £5 10s. per annum. Sold £350.

By Mr. P. D. Tuckett.

Freehold estate, situate in the parishes of Llanraches and Peahow, Monmouth, comprising two farms, with house, cottages, limekiln, and land, containing 344a. 3r. 3p. Sold £9,150.

Freehold ground rent of £250, arising from premises in Victoria-street, Westminster, occupied by Messrs. Hooper & Co. Sold £5,600.

Freehold ground rent of £130 per annum, arising from premises forming the corner of Philipps-street and Francis-street, Westminster. Sold £3,000.

Freehold 3a. 1r. 8p. of meadow land, situate at Egham, Surrey. Sold 270.

By Messrs. Green & Son.

Leasehold profit rental of £300 per annum, arising from No. 76, King William-street, term 7½ years. Sold £1,430.

Leasehold, four residences, Nos. 1 to 4, Scholastica-terrace, London-road, Clapton, producing £142 per annum, term 96 years unexpired, at £26 per annum. Sold £1,000.

By Messrs. Scobell & Jenkinson.

Freehold, the Victory public-house and cottage, situate at Merton, Surrey. Sold £1,100.

Leasehold improved rental of £31 10s. per annum (for 4 years), arising from No. 32, Jewin-street, Cripplegate. Sold £85.

Leasehold improved rental of £20 per annum (for 9½ years), arising from No. 1, Monkwell-street, Cripplegate. Sold £115.

By Messrs. Broad, Pritchard, & Wiltshire.

Freehold house and shop, No. 6, Little Compton-street, Soho, let at £42 per annum. Sold £550.

Freehold, nine houses, Nos. 7 to 15, John-street, Southwark, let on lease at £120 per annum. Sold £1,500.

Freehold, the Bluecoat Boy public-house, corner of Lant-street, Southwark, let at £75 per annum. Sold £1,000.

Freehold, four houses, Nos. 1 to 4, William-street, Great Suffolk-street, Southwark, poducing £72 16s. per annum. Sold £550.

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Freehold house, No. 1A, William-street, let at £15 per annum. Sold £160.

April 27.—By Mr. Geo. Gouldsmith.

Leasehold residence, No. 20, St. George's-square, South Belgravia, term 61 years unexpired, at £12 12s. per annum. Sold £1,060.

Leasehold residence, with stabling, No. 16, Fulham-road, known as Onslow-house, term 14 years unexpired, at £15 per annum. Sold £600.

By Messrs. Chinnock, Galsworthy, & Chinnock.

Leasehold business premises, No. 214, Piccadilly, producing £500 per annum, term 99 years from 1862, at £100 per annum. Sold £5,920.

Leasehold rent of £60 per annum, arising from house and shop, St. James's-road, Surbiton, term 76 years unexpired, at £30 per annum. Sold £850.

By Messrs. Wilkinson & Horne.

Freehold house and shop, No. 3, Macclesfield-street, Soho. Sold £1,250.

Freehold house and shop, No. 11, Blue Cross-street, Leicester-square. Sold £740.

By Messrs. Edwin Fox & Bousfield.

Copyhold house and shop, being No. 42, Tottenham-court-road. Sold £1,820.

By Mr. F. A. Mullett.

Leasehold residence, with stabling, No. 36, Westbourne-terrace and 36, Gloucester-mews East, Hyde-park, annual value £360, term 67 years unexpired, at £55 annum. Sold £3,800.

AT GARRAWAY'S COFFEE HOUSE.

April 25.—By Messrs. Bailey, Fry, & Wyse.

Leasehold rental of £200 per annum, arising from the Cross Keys public-house, Blackfriars-road, term 51½ years from 1834, at £31 10s. per annum. Sold £1,600.

Leasehold ground-rent of £5 per annum, secured on premises in Clarence-lane, Islington, term 48 years unexpired, at a peppercorn. Sold £85.

Leasehold improved rental of £27 per annum, for 28 years, arising from 119, Lower Kennington-lane. Sold £205.

Leasehold improved ground-rent of £8 8s. per annum, secured on No. 45, Hatfield street, Blackfriars-road, term 26 years from 1869. Sold £120.

Leasehold, 12 messuages, cottages, and tenements, being 1 to 9, Horsely-down-place, and Nos. 38, 39, and 40, Horselydown-lane, Southwark, producing £203 per annum, term 40 years from 1856, at £42 10s. per annum. Sold £790.

Leasehold, eight houses, 7 to 14, Margaret-street, Limehouse, producing £85 per annum, term 25 years from 1869, at £32 per annum. Sold £316.

Leasehold ground rent of £46 per annum, secured on Nos. 15, to 20, Margaret-street, Limehouse, term 68 years from 1826 at a peppercorn. Sold £545.

Leasehold seven houses, Nos. 10 to 16, Margaret-street, Limehouse, producing £153 per annum, term 25 years from 1869, at a peppercorn. Sold £850.

April 26.—By Mr. F. Inman Sharp.

Two leasehold dwelling houses, Nos. 1 and 2, Ebenezer-cottages, Peckham; term 96 years. Sold £300.—Life policy for the sum of £300, effected in the Provident Institution for Life Assurance of London. Sold £134.—Eleven leasehold houses, 5 to 15, Rock-grove, Bermondsey; term, 69 years. Sold £1,120.—Leasehold shop and premises, 6, Camilla-road, Bermondsey; term 70 years. Sold £225. Leasehold house, 9, Camilla-road, Bermondsey; term 70 years. Sold £195.—Leasehold shop, 12, Camilla-road; also a shop and seven-roomed house, 1 and 2, Blue Anchor-lane, Bermondsey; term 69 years. Sold £500.—Leasehold shop and premises, 102, Keston's-road, Bermondsey; term 81 years. Sold £450.—Two houses, 8 and 9, Fairlight-terrace, Cemetery-road, Peckham; term 99 years. Sold £370.—Leasehold residence, 15, Athearn-road, Harders-road, Peckham; term, 98 years. Sold £220.—Residence, 1, Raglan-villas, Chaucer-road, Herne-hill; term 99 years. Sold £350.—Two leasehold houses, 7 and 8, Napier-road, Pender's-end; term 90 years. Sold £320.—Four pieces of freehold building land, in Cheshunt; and two plots of freehold building land, Crescent-road, Cheshunt. Sold £65. The freehold property known as Leyton Grammar School. Sold £950.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLACKMORE—On April 22, at 12, Beacon-hill, N., the wife of Samuel Haywood Blackmore, of the Inner Temple, barrister-at-law, of a son.

CABELL—On April 28, at West-hill, Highgate, the wife of William Lloyd Cabell, of Lincoln's-inn, barrister-at-law, of a daughter, stillborn.

FISHER—On April 23, at 3, Albert-place, South Kensington, W., the wife of Chas. E. G. Fisher, Esq., barrister-at-law, of a daughter.

LUSHINGTON—On April 27, at 21, New-street, Spring-gardens, the wife of Vernon Lushington, Esq., Q.C., of a daughter.

MARRIAGES.

HICKS—WEBSTER—On April 21, at the Church of St. Matthias, Malvern Link, Stanley Edward Hicks, of the Inner Temple, London, barrister-at-law, to Frances Sharpe, only daughter of the late Baron Dickinson Webster, of Penns, in the county of Warwick.

SMITH—WATKINS—On April 27, at Brixworth, Northamptonshire, Horace Smith, Esq., barrister-at-law, of the Inner Temple, and of 22, Sussex-gardens, Hyde-park, London, to Susan Elinor Penelope, daughter of the Rev. C. F. Watkins, vicar of Brixworth.

UMBERS—SMITH—On April 20, at Suitterfield, county Warwick, William Crowther Umbers, solicitor, Wolverhampton, to Sarah, daughter of the late Henry Smith, Esq, the Wolds.

DEATHS.

BAILEY—On April 25, at Hastings, Edward Savage Bailey, Esq., of No. 5, Berners-street, and 19a, Hanover-square, London, in the 76th year of his age.

JOHNSON—On the 18th inst., at St. Aubyn's House, Hove, Louisa Elizabeth Johnson, widow of the late Mr. Wm. Henry Johnson, of Balham and Chancery-lane, solicitor.

PINNIGER—On April 23, at Westbury, Wilts, Jane Anne, the beloved wife of Henry Pinniger, solicitor, aged 74.

STEPHENS—On Tuesday, April 19, at 28, Euston-square, Mary, wife of A. J. Stephens, Esq., Q.C., LL.D.

WILSON—On April 22, at 3, Park Cottages, Haverstock hill, George Wilson, of No. 11, New-inn, Strand, solicitor, aged 65.

Breakfast.—Epps's Cocoa.—Grateful and Comforting.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—James Epps & Co., Homœopathic Chemists, London.—(Advt.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, April 22, 1870.

Unlimited in Chancery.

Herne Bay Pier Company.—Vice-Chancellor Malins has, by an order dated March 29, ordered that the above company be wound up. Lumley & Lumley, Old Jewry-chambers, solicitors for the petitioner.

Limited in Chancery.

Leeswood Main Coal, Cannel, and Oil Company (Limited).—Petition for winding up, presented April 21, directed to be heard before the Master of the Rolls on April 30. Churchill & Herdern, Devereux-ct, Temple, for Finchett-Maddock & Co, Chester, solicitors for the petitioner.

Tuesday, April 26, 1870.

Limited in Chancery.

Queen Average Association for British, Foreign, and Colonial Built Ships.—Vice-Chancellor Malins has fixed May 6, at 12, at his chambers, for the appointment of an official liquidator.

Zara Baths Company.—Petition for winding up, pretented April 22, directed to be heard before Vice-Chancellor James on May 7. Merriman & Pike, Austinfriars, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, April 22, 1870.

Green, Hannah, Pimlico, Widow. June 8. Re Green, V.C. James.

Lofthouse, John, Boroughbridge, York, Merchant. May 20. Lofthouse v Ramsden, M.R. Paley & Husband, York.

Low, Wm, Highbury-crescent, Islington, Esq. Low v Low, V.C. James. Gush, Finsbury-circus.

Rhodes, Thos, Paignton, Devon, Civil Engineer. May 16. Fraser v Fraser, M.R. Clare, Lpool.

Smedley, Jas Joseph, High-st, Hoxton, Licensed Victualler. May 11. Oliver v Edwards, M.R. Sismey, Serjeants'-inn, Fleet-st.

Wilde, Charlotte, Hungerstone, Hereford, Widow. May 13. Wilde v Wilde, V.C. James. Symonds, Hereford.

Wilde, Peter, Hungerstone, Hereford, Farmer. May 13. Wilde v Wilde, V.C. James. Symonds, Hereford.

Tuesday, April 26, 1870.

Evans, Thos Davis, Hale, Farnham, Surrey, Hop Planter. May 25 Gray v Rowe, V.C. Malins. Mason, Farnham.

Marsden, Anne Maria, Liscard Castle, Chester, Widow. May 23. Gardner v Marsden, V.C. James. Stockley & Becket, Lpool.

Woolrich, Anna, Clarendon-villas, Loughborough-pk, East Brixton, Spinster. May 30. Butt v Harcourt, V.C. Stuart. Harcourt, Mydleton-st, Clerkenwell.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, April 22, 1870.

Ambler, Benj, Oxford-ter, Upper Holloway, Brick Manufacturer. June 1. Donnithorne, Gracechurch-st.

Browne, Hy, Norwich, Esq. June 1. Daveney, Norwich.

Burbidge, Sarah, Clifton, Bristol, Widow. June 11. Abbett & Leonard, Bristol.

Causer, Benj Brettell, Henley-upon-Thames, Oxford. June 24. Burne, Lincoln's-inn-fields.

Hand, Geo, Waterloo, nr Lpool, Gent. June 1. Richardson & Co, Lpool.

Hickman, Thos, Nottingham, Butcher. June 24. Cockayne & Talbot, Nottingham.

Hinksman, Hy Benj, St Luke's Hospital, Old-st, Finsbury, Writer. May 11. Paterson & Co, Bouverie-st, Fleet-st.

Matthews, Wm, East Dean, Gloucester, Yeoman. June 10. Carter & Goold, Newnham.

Mosbery, Geo, Portsea, Hants, Gent. May 14. Edgcombe & Cole, Portsea.

Murray, Geo, Chester-le-Street, Durham, Gent. June 8. Watson, Newcastle-upon-Tyne.

Palk, Robt John, Lyall-street, Belgrave-square, Esq. June 1. Austen, De Gex, & Harding, Raymond-bldgs, Gray's-inn.

Power, Philip, Gloucester-pl, Brixton, Gentleman. May 31. Underwood, Chancery-lane.

Shaft, Susannah, Queen-st, Brompton, Widow. June 20. Lindley, Catherine-st, Strand.

Stainforth, Georgiana, Leamington, Warwick, Spinster. June 6. Tilleard & Co, Old Jewry.

Tuesday, April 26, 1870.

Baggallay, Richard, Upper Tooting, Surrey, Esq. July 20. Powys, Russell-sq.

Deacon, Maria, Lower Phillimore-pl, Kensington, Spinster. June 1 Waddilove, Godliman-st, Doctors'-commons.

Ellyard, Samuel, Kingston-upon-Hull, Butcher. May 7. Sibree, Hull.

Forster, Thos Bowes, Burcher, Hereford, Lieut-Col. June 1. Bodenham & Temple, Kington.

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Gates, Louisa, Milton-next-Gravesend, Kent, Widow. June 1. Wates, Gravesend.
Goodman, John, Foss Bridge, Gloucester, Innkeeper. July 4. Stiles, Northleach.
Gordon, Geo, Rotherhithe, Surrey, Ship Chandler. June 9. Waltons & Co, Great Winchester-st.
Graham, Wm, Willesden, Gent. June 24. Donne, Princes-st, Spitalfields.
Grantham, Geo, Kensington-park-rd, Bayswater. Lieut-Gen. May 22. Chapple, Carter-lane, Doctors'-commons.
Herbert, Cornelius Wm Hill, Leicester, Builder. June 30. Miles & Co, Leicester.
Houghton, John, Claughton, Chester, Lieut Royal Navy, May 31. Heane, Newport.
Houghton, Chas, Darling Downes, New South Wales, Esq. May 31. Heane, Newport.
Hutchinson, Wm, Over Darwen, Lancaster, Land Valuer. May 23. Robinson & Sons, Blackburn.
Prior, Hy, Coltishall, Norfolk, Major-Gen. June 2. Beachcroft & Thompson, King's-rd, Bedford-row.
Tillson, Fredk, Bushey, Herts. May 31. Stevens & Co, Nicholas-lane, Lombard-st.
Waide, Wm, Methley, York, Butcher. July 1. Turner, Leeds.
Weymouth, Jonathan, Clifford's-inn, Fleet-st, Gent. Aug 20. Berkeley, Gray's-inn-sq.
Williams, Caroline Matilda, Colby-rd, Gipsy-hill, Norwood, Widow. May 25. Rose, Salisbury-st, Strand.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, April 26, 1870.

Aris, Wm John, West Cowes, Isle of Wight, Hotel Keeper. March 25. Comp. Reg April 22.

Bankrupts.

FRIDAY, April 22, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barlow, Edmund Alfd, South Molton-st, Oxford-st, Journeyman Coach Plater. Pet April 21. Hazlitt. May 4 at 12.
Chabaud, Eugene, Wood-st, Cheapside, Warehouseman. Pet April 20. Pepys. May 3 at 12.
Mingay, Thos Walter, Leigh-st, Burton-crescent, Oilman. Pet April 20. Spring-Rice. May 13 at 12.
Wigley, Chas, Gate-st, Lincoln's-inn-fields, Bucket Manufacturer. Pet April 21. Roche. May 4 at 11.

To Surrender in the Country.

Brockbank, (not Brockland as in last Gazette), John, Carlisle, Timber Merchant. Pet April 14. Halton. Carlisle, May 2 at 2.
Devoto, Caroline, Halifax, York, out of business. Pet April 18. Rankin. Halifax, May 6 at 10.
Dobbs, John, & John Dobbs, jun, Bream, Gloucester, Builders. Pet April 14. Roberts. Newport, May 11 at 11.30.
Hall, Hy, Leeds, Yorks, Flour Dealer. Pet April 20. Marshall. Leeds, May 5 at 11.
Joseph, Edwin Hy, Wells, Somerset, Innkeeper. Pet April 19. Lovell. Wells, May 5 at 12.
Lenthall, Wm, Taunton, Somerset. Pet April 20. Meyler. Taunton, May 7 at 11.
Martyn, John, Newton Abbott, Devon, Innkeeper. Pet April 20. Daw. Exeter, May 5 at 1.30.
Molyneux, Hy, Hyde, Cheshire, Druggist. Pet April 2. Hall. Ashton-under-Lyne, May 6 at 11.
Moore, Joseph, John Suttill, Joseph Lund, & Fredk Priestley, Barnoldswick, Yorks, Worsted Stuff Manufacturers. Pet April 14. Robinson. Bradford, May 3 at 9.15.
Riggall, Hy, Sutterton, Lincoln, Blacksmith. Pet April 18. Staniland. Boston, May 2 at 12.
Sankey, Isaac, Atherton, Lancashire, Jute Spinner. Pet April 20. Holden. Bolton, May 11 at 10.
Shackel, Thos Wm, Westow Hill-ter, Upper Norwood, Ironmonger. Pet April 19. Rowland. Croydon, May 4 at 11.
Vinten, Jas, & John Jas Vinten, Tonbridge, Builders. Pet April 14. Walker. Tunbridge Wells, May 4 at 3.
Webster, Wm Mannin, Oxford, Bookseller. Pet April 19. Dudley. Oxford, May 10 at 12.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Malam, Wm, jun, Prisoner for Debt, Lancaster. Pet Dec 16. Ansdell St Helen's, May 6 at 11.

TUESDAY, April 26, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Arnold, Andrew, Church-st, Camberwell, Draper. Pet April 22. Roche May 9 at 12.
Jackson, Wm Tarleton, Union-st, Southwark, Druggist. Pet April 23. Murray. May 4 at 12.
Stunt, Thos, High-st, Kensington, Jeweller. Pet April 22. Roche, May 10 at 11.

To Surrender in the Country.

Attwell, Wm, Kettering, Northampton, Watchmaker. Pet April 23. Dennis. Northampton, May 14 at 11.
Coulson, Wm, Cambridge, Coprolite Merchant. Pet April 22. Eaden. Cambridge, May 10 at 12.
Lee, Bielby, Cheetham, Manch, Gent. Pet April 21. Kay. Manch, May 12 at 10.
Lord, John, Rochdale, Lancashire, Manager. Pet April 23. Tweedale. Oldham, May 6 at 11.
Mills, John, Delgelly, Merioneth, Miller. Pet April 20. Jenkins. Aberystwith, May 9 at 3.
Paige, Louis le, Bradford, Yorks, Soap Manufacturer. Pet April 22. Robinson. Bradford, May 6 at 9.15.
Simson, John, Colchester, Essex, Comm Agent. Pet April 20. Barnes. Colchester, May 10 at 10.
Sykes, Ephraim, Huddersfield, Cotton Warp Manufacturer. Pet April 26. Jones, jun. Huddersfield, May 7 at 11.
Wallwork, Hy Hacking, Manch, Cotton Waste Dealer. Pet April 22. Kay. Manch, May 12 at 10.

BANKRUPTCIES ANNULLED.

TUESDAY, April 26, 1870.

Chatterton, Seth, Brighton, Sussex, Builder. April 21.
Young, Hy, Ramsgate, Kent, Shoemaker. April 5.

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37, OLD JEWRY, LONDON, E.C.

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Date.....

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Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Table Forks, per doz.....	1 10 0	and 1 18 0	2 4 0		2 10 0	
Dessert ditto	1 0 0	and 1 10 0	1 12 0		1 15 0	
Table Spoons	1 10 0	and 1 18 0	2 4 0		2 10 0	
Dessert ditto	1 0 0	and 1 10 0	1 12 0		1 15 0	
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All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, MAY 7, 1870.

WE NOTICED A FEW WEEKS AGO * a case of *Guest* v. *Smythe*, in which the Master of the Rolls made an order setting aside a purchase made by a solicitor at a sale in a foreclosure suit, and directing the property to be resold. The case was subsequently reported (18 W. R. 617). Lord Justice Giffard has this week reversed the above decision. The facts, as may be remembered, were rather peculiar. The solicitor who purchased was not concerned for any of the parties to the suit in which the sale was made; he had neither been concerned in nor consulted about the preparation of the particulars, and did not even know what was the reserve price which had been fixed on, and which was below the price at which he himself purchased. His name, however, had been without his knowledge placed upon the particulars as a reference for information. The only other connection which he had with the foreclosure suit was that he was concerned in an administration suit instituted by creditors of the mortgagee, and had the day before the day of the sale taken out on behalf of his client a summons for leave to attend the proceedings, but the order on this summons was not drawn up until after the sale. The decision of the Lord Justice does not in any way trench on the principles laid down in cases such as *Hamilton* v. *Wright* (9 Cl. & F. 123); *Re Bloye's Trusts* (1 McN. & G. 497); the recent case of *Tennant* v. *Trenchard* (L. R. 4 Ch. 547), and many others, upon which interested parties, or persons in a fiduciary position, or the solicitors of such individuals, are precluded from becoming purchasers. The Lord Justice considered that on the facts of the present case the client could have bid, and therefore there was no reason why the solicitor should not do so. The Master of the Rolls, on the contrary, had considered that a duty was cast on this solicitor's client of promoting, so far as he took any part in the matter, the best price. The difference between the Master of the Rolls and the Lord Justice then, is that the latter considers the connection between a creditor of the mortgagee suing in an administration suit and the sale under the mortgagee's foreclosure suit, too remote to be taken into account by the Court.

The Lord Justice also lays it down that the mere appearance of a solicitor's name on the particulars is not of itself enough to disqualify him for purchasing.

THE JUDICATURE COMMISSION are said to have in preparation a bill for the consolidation of all the statutes relating to county courts. These statutes number nearly twenty, and the complications arising out of the numerous clauses, which repeal other clauses and parts of clauses, are sources of so much difficulty in practice that it is altogether unsafe for any but regular county court practitioners to advise on any matter of detail. The rules of practice, the construction of which is a frequent cause of contention, are also to be remodelled. It is improbable, of course, that any consolidating bill can be passed this session.

* *Ante* 427.

IN "CHITTY ON PLEADING" and in "Lush's Practice" it is laid down that a broker who has entered into a contract in that capacity is entitled to maintain an action in his own name on such contract. These dicta, after the recent judgment of the Court of Exchequer in *Fairlie* v. *Fenton* (18 W. R. 700) cannot be entirely relied upon. In *Fairlie* v. *Fenton* the sale note on which the plaintiff sued was to this effect: "I have this day sold you (defendants) on account of X. Y. a hundred bales of cotton, etc. (Signed) Evelyn Fairlie (broker)." This note in the "I have" differs from the ordinary form of sale note, which runs, "Sold on account," but the Court were unanimously of opinion that, having disclosed his principal and not having personally bound himself, the broker could neither be sued nor sue upon it. The Court pointed out that the true distinction, apparently recognised but not followed by the text-writers referred to, in the capacity to sue and be sued, between a broker on the one hand and such agents as auctioneers and factors on the other hand, lies in the fact that the latter have a special property or lien in the goods themselves the subjects of agreement, whereas a broker has no interest in the subject-matter of a contract in which he intervenes, beyond the brokerage or commission which he earns for simply bringing vendor and purchaser together.

MR. C. FORSTER'S BILL "to abolish forfeitures for treason and felony, and to otherwise amend the law relating thereto," has passed through the select committee in the House of Commons. It consists of thirty-one sections, and its general scheme is to abolish forfeitures of all kinds for treason and felony, to render persons guilty of these crimes liable to pay the costs of their own prosecutions, and in the case of felony to pay compensation to persons aggrieved by the felony. Also, in certain cases, to vest the property of the convict in an administrator who is to have the whole management of the property until the convict shall die, or become bankrupt, or have undergone his punishment.

The Act only deals with treason and felony. By section 1 attainder, corruption of blood, forfeiture, and escheat for treason or felony is abolished, but the Act is not to affect the law of forfeiture consequent on outlawry. Conviction (section 2) is to be a disqualification for holding any of many specified public offices, and (section 3) the Court which pronounces judgment for treason or felony may, in addition to its sentence, condemn the criminal to pay the costs and expenses of the prosecution. By section 4 the Court may, upon application of the person aggrieved after a conviction for felony, award any sum not exceeding £100 by way of compensation for any loss of property suffered by the applicant by means of the felony. Section 6 and the following sections deal with the management of the property of "convicts"—*i.e.*, of persons against whom judgment of death or penal servitude has been pronounced, or recorded upon any charge of treason or felony. Administrators may be appointed by the Crown, who are to have the entire management of the property, the convict being unable to sue for, alienate, or otherwise deal with it. These administrators are (section 14) to pay the convict's debts and liabilities, and may make compensation to persons injured by his criminal or fraudulent acts, and may also make allowances to the convict's relatives or to the convict himself. Subject to these payments the property is to be preserved for the convict, and to revert to him when he has undergone his sentence, or in his personal representatives on his death. If no administrator is appointed an interim curator may (section 21) be appointed by justices, who is to have powers somewhat similar to those of the administrators.

The general scope of this bill, and the way in which it carefully excludes all cases of misdemeanour from its provisions, is a good example of the timid and hesitating character of our legislation. The provisions of section 4 show this very clearly. It allows (extending a little the principle of section 100 of 24 & 25 Vict. c.

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96, and section 9 of 30 & 31 Vict. c. 35) compensation to be awarded after conviction to the person aggrieved. The principle of this section—viz., to save the delay and expense of another proceeding for the proof of the same facts—is undoubtedly good, but why should the scope of the section be so limited? It only extends to loss of property caused by felony, and the compensation is limited to £100. If the section ought to become law, it ought to have a much wider application. There is no reason why a person deprived of property by a misdemeanour should be in a worse position than one who has lost a similar amount by a felony; there is no reason why there should be a fixed limit to the amount of compensation, no regard being paid to the surrounding circumstances; and it may well be doubted whether there is any reason for giving a more summary remedy for injury to property than to injury to person or reputation.

This bill is not worse than most other bills that are introduced into Parliament for the improvement of the law, but it is no better. Indeed, the only idea that is thoroughly carried out in the thirty-one sections, is the abolition of attainder, forfeiture, and escheat, which is done in the first three lines of the bill.

THE AMENDED HIGH COURT OF JUSTICE BILL.

The High Court of Justice Bill has appeared in its amended form, but the committee thereon in the House of Lords has been deferred to give the law peers an opportunity of considering the amendments introduced by the Lord Chancellor. These amendments may be reduced to three heads. The rules laid down in the Act to govern and control the rules to be hereafter framed under the authority of the Act have been enlarged and extended; the power of making such further rules has been taken away from the High Court and vested in a new Committee of the Privy Council, consisting of the Lord Chancellor, the Chancellor of the Exchequer, and such other Privy Councillors as her Majesty may appoint, *i.e.*, has been transferred from the judicial body to the executive government; and the projected abolition of the Home Circuit has been practically abandoned. The other alterations are purely verbal, and none of them seem to us of sufficient importance to deserve special notice, except that an alteration has been made in the 7th section which gets rid of the contradiction we formerly noticed in the language of the two bills with respect to the scale of precedence as between the judges of this court and those of the appellate court, and finally determining the precedence to be, after the Master of the Rolls, the Lords Presidents of Divisional Courts, then the ordinary judges of appeal, then the judges of the High Court of Justice.

The first of the alterations we have specially noticed is contained in the 13th and 14th sections of the amended bill. These sections are entirely new (except the 1st clause of section 14), and seem to us of great importance, because, if the rules therein laid down are fairly carried out, in the spirit and not in the letter, the rules of court to be hereafter made are reduced to matters of detail, which may—nay, we had almost written must—be advantageously left in the hands of some body more conversant with the question, and more readily set in motion from time to time as experience may require, than the two Houses of Parliament can possibly be.

The 13th section of the amended bill is as follows:—

13. The following enactments shall be made with respect to jurisdiction under this Act:

(1.) Any jurisdiction hitherto exercised by the Court of Chancery, or by the Court of Admiralty, otherwise than under the authority of an Act of Parliament, is declared to be part of the common law of England, and to modify such common law to the extent in which it differs therefrom:

(2.) Any jurisdiction by this Act transferred to the High Court of Justice shall, subject to any rules of court made under this Act, be exercised by the High Court of Justice, or any divisional or other court thereof:

(3.) Any cause of suit or action or of other civil legal proceeding which has hitherto been available in any court of equity, shall, subject to any rules of court made in pursuance of this Act, be available in the High Court of Justice and in every divisional or other court thereof.

(4.) Any answer, plea, or defence in any suit, action, or other civil legal proceeding which has hitherto been available in any court of equity, shall, subject to any rules of court made in pursuance of this Act, be available in the High Court of Justice and in every divisional or other court thereof.

If this section be fairly acted upon, the distinction, concerning which so much has been said and written, between law and equity, will disappear so far as it is practicable to get rid of it: to a certain extent it is, as we have often pointed out, inherent in the nature of human transactions, and to that extent no fusion is possible; and nothing but what Lord Romilly rather aptly described as "a foolish confusion" can result from any attempt to establish it; but so far as the distinction is artificial it will cease to exist so soon as a race of judges shall have arisen capable of carrying out this section according to its spirit, and willing to do so loyally. Unfortunately any one who knows what has been the legal training of the present occupants of the judicial bench will find that it involves no disrespect to them to admit that they are not the former; and even if they were, they are, unless we are grievously misinformed, anything but ready to show themselves the latter. It is, perhaps, a sign of wisdom on the part of the framers of the bill that they provide for the temporary preservation of the existing arrangements, even after the commencement of the Act, not because there is really any difficulty in getting rid of the most glaring of the present evils, but because that *vis inertiæ* which is perhaps the most formidable opponent of the proposed changes is thereby sensibly reduced.

The second principal alteration in the amended bill is the substitute of "a committee of council," constituted as we have mentioned, for the judges of the High Court, as the body authorised to make rules under the Act. This is a daring, and not, we think, a happy innovation upon all prior practice, but the blame of it, if blame it deserve, must rest upon Lord Westbury, inasmuch as it has been expressly introduced to obviate, if possible, his objection, taken on the occasion of the second reading, that so large a body as the High Court never could be got to frame any rules whatever. We did not, and do not, agree with this criticism; and we cannot think that a sort of mixture of the Cabinet and the Judicial Committee, such as the proposed committee of council seems to be, will be as fit a body to frame such rules as the judges who have to work them would be. There is, moreover, this serious defect, that the judges are the persons who, if there be a *casus omissus*, or a misconceived regulation, are the first persons to discover its existence and the fittest to see the proper remedy; and they ought therefore to be entrusted with the power—and the duty—of supplying such remedy as may be required, and not left to make a somewhat undignified representation to a quasi foreign body, who, upon a sort of *auditâ querelâ*, are to supply such remedy as they, who have not to work it, think the most desirable.

The general question, whether such rules as those under discussion ought to be made by the Legislature directly or entrusted to some other body, has been the subject of much discussion both in and out of Parliament, but it seems to us clear on principle, and in conformity with almost universal practice, that rules of practice and procedure ought to be framed by the Court, unless it has shown itself so averse to reform as to refuse, or so incompetent as to be unable to do so; and even in these cases the proper remedy is rather to reform the Court than to impose legislative rules. On questions of jurisdiction it is otherwise, and we think that all ques-

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tions involving a change in the functions of the Court, or the authority of its judges or officers, should be defined by law, and not left to the Court to work out as it pleases. The original bill before us hardly fulfilled this condition, but the defect in this respect has been greatly, if not completely, removed by the alteration in question.

The remaining alteration relates to the Home Circuit. The bill as brought in proposed to abolish it altogether, and in our former article we pointed out some of the most obvious objections to the proposal as made. These have been removed, no doubt, but in removing them the proposed abolition has practically disappeared. The present proposal, which is contained in the 26th and 27th sections of the amended bill, goes no further than to authorise the trial in London or Westminster of local actions properly triable in any county on the Home Circuit, with an express saving of the right to send Commissions of Assize or Nisi Prius into those counties; and similarly to authorise the trial in the Central Criminal Court of all offenders triable in any such county, but without prejudice to the issue of Commissions of oyer and terminer and gaol delivery into those counties.

The following is the provision introduced to meet our objection as to jurors* :—

All persons liable to serve on grand, special, or common juries at the assizes held for any of the said counties of Hertford, Essex, Kent, Sussex, or Surrey shall be liable to serve at any sittings to be held for the trial of cases to be tried in London or Middlesex in pursuance of this section, and such jurymen shall be summoned by the sheriffs of the said counties respectively in pursuance of any precept or precepts to be issued by any judge or judges authorised to hold the said sittings.

Unless the actions brought under this Act are specially earmarked, and placed in lists by themselves, it seems to us that this enactment will introduce a considerable confusion into the practical working of the Nisi Prius Sittings in London and Middlesex, but possibly this evil may be avoided by apt "rules of court." Considering, however, that the local actions tried under this section in London or Middlesex instead of on the Home Circuit will certainly be few in number, and most of them in all probability will be undefended ejectments, it scarcely seems worth while to have an elaborate machinery for summary powers to try them.

BENEFIT BUILDING SOCIETIES.

No. I.

It is now nearly thirty-five years since the passing of the 6 & 7 Will. 4, c. 32, the principal Act governing Benefit Building Societies at the present time. These societies are now very numerous, and the transactions of some of them are carried on upon a very extended scale. Although they have existed in England for more than forty years, yet the exact operation of these societies was not clearly understood until a few years ago, and then the question was mooted whether they were benefit societies, or rather whether the benefits that accrued from them did not accrue to the officers and the depositors rather than to the members. Whether this be so or not it will be far easier to comprehend when we have set out, as we propose to do concisely, the nature and privileges of building societies and the results of some of the more important of the cases decided in reference thereto. We cannot do more in the space at our disposal than mark the main heads of our subject.

Benefit Building Societies are joint stock associations —not governed, however, by the Companies Act, 1862, except for the purposes of winding-up—having for their object to enable each member thereof to build a house upon a piece of ground already his own; or, what is practically the same thing, to purchase a piece of ground with a house already built upon it. They are based upon the fact that tenants often pay to landlords as rent a greater amount of money than the ordinary interest upon the purchase-money of the house, and that the difference between the interest and the rent if accumulated at compound interest will in time pay off the purchase-money. Thus, if a man pays £30 a-year rent for a house worth £300, were he to borrow £300 and buy the house he would only pay say £15 a-year interest on the loan, and thus he would save £15 a-year. Now, £15 a-year accumulated at compound interest does not take a lifetime to roll up into £300, especially if that compound interest is monthly, and thus the money is turned over twelve times in the year. Such being the theory let us now see how it has been put in practice by these societies.

At the outset we come upon this fact, that building societies are of two kinds, terminating and permanent. The former is the older, and was once the only kind, but it is now almost entirely superseded by the latter. Our chief attention will be devoted to the latter, but we must first indicate the difference between the two. The operation of a terminating society cannot be better described than in the language of Lord Cranworth in *Fleming* v. *Self* (3 W. R. 89, 3 De G. M. & G. 1013):—

"The principle is this, members subscribe monthly sums, which are accumulated till the fund is sufficient to give a stipulated sum to each member, and then the whole is divided amongst them. In the society now in question the sum to be raised for each member is £100. If this were all, it would be a very simple transaction—mere accumulation, and the only question would be how to invest the sums subscribed to the greatest advantage. But this is not all; one main object is to enable members to obtain their £100 by anticipation, on their allowing a large discount. For this purpose, when a sufficient sum is in the hands of the treasurer, the members who desire to get their shares in advance bid, by a sort of auction, the sum which they are ready to allow as discount, and the highest bidder obtains the advance. Thus, if at the end of a year the sum of £500 is in the hands of the treasurer, arising from the monthly subscriptions, and the holder of ten shares is willing to allow a discount of fifty per cent. (no one offering more), the £500 is or may be advanced to him, being £50 in satisfaction of each of his ten shares. For this accommodation he is bound to pay monthly, till a sum is raised sufficient to give £100 per share to all the other members, not only the original monthly subscription, but also a further monthly sum called redemption money. . . . If, after such an advance as I have supposed, no further advance were made, the natural course of the society would be that the members, other than the holder of the ten shares, would continue their monthly subscriptions, and the holder of the ten shares would continue his monthly subscriptions and redemption money, till the fund thus raised should be sufficient to pay £100 per share to every member other than the holder of the ten satisfied shares. . . . After the advance, the condition of every shareholder other than the holder of the ten advanced shares, is, that he is to contribute his monthly payments till they, together with the monthly payments and redemption money contributed by the owner of the advanced shares, are sufficient to realise, not £10,000, but £9,000, that is £100 for each share other than the ten shares of the advanced member whose shares will have been already satisfied by the £500. He loses his interest in the £500 advanced to the owner of the ten shares, but on the other hand the sum to be raised is only £9,000 instead of £10,000, and the monthly contribution is increased by the amount of the redemption money paid by the member who has received his ten shares in advance. Further advances are made from time to time as funds are accumulated, and as the members are inclined to give high discount in order to obtain payment of their shares by anticipation. The gain to the society arises mainly from the high rate of discount which members in want of money are ready to give; in truth, the whole scheme is but an elaborate contrivance for enabling persons having sums for which they have no immediate want to lend them to others at a very high rate of interest. In order to secure the due payment of the monthly subscription and redemption money by the members who have received their shares in advance, they

* Supra p. 410.

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are obliged to give satisfactory real security to the trustees of the society."

As soon as every member of the society has received his share, or an advance in lieu of his share, the society terminates or comes to an end. A simple calculation will show that the unadvanced members will, on the termination of the society receive £100, although their payments to the society will not much exceed £60, and thus they will receive a high rate of interest for their money.

A permanent differs from a terminating society in that members can enter at any time in the one, but must all join at once in the other; so a member can withdraw at any time from a permanent, but cannot from a terminating society until all his subscriptions are fully paid. As an illustration of a permanent society, we may take the Birkbeck. In this society the shares are fixed at £50. There is an entrance fee of 2s. 6d. and a monthly subscription of 6s. 6s. for the period of ten years. At the expiration of ten years the members will have paid £38 7s. 6d., and will be entitled to withdraw. On withdrawal the member will receive £50 and a bonus. If he continues a member he will receive interest at £5 per cent. on his £50. If a member withdraws before his subscriptions are fully paid up—which he can do after he has been a member for one year—he will be entitled to receive back what he has paid, with interest. But the object of the society is not nominally for investment, but to enable the members "to purchase or erect a dwelling-house or houses, or other real or leasehold estate in any part of Great Britain." This, it is assumed, members will want to do before the expiration of the ten years, and, therefore, there are provisions for enabling them to obtain advances from the society according to the amount of their shares. The terms upon which such advances are made we propose to discuss, but before doing so a brief synopsis of the effect of 6 & 7 Will. 4, c. 32, must be given. The Act of 6 & 7 Will. 4, after enacting that building societies may be formed of any number of persons to raise by monthly or other subscriptions, which are not to exceed 20s. per month per share, shares not exceeding in value £150 each, and to enable the members to receive out of the funds of the society the value of their shares to erect or purchase dwelling-houses or other real or leasehold estate, the same to be mortgaged to the society until such value as aforesaid has been repaid, proceeds to enact, among other things, that the major part of the society may make rules not repugnant to the Act or the general laws of the land, and may inflict reasonable fines, penalties, and forfeitures upon members offending against such rules (section 1); that the society may take any bonus from any member on any share or shares for the privilege of receiving the same on advance (section 2); that forms of conveyance, mortgage, &c., are to be scheduled to the rules (section 3); that the provisions of 10 Geo. 4, c. 56, and 4 & 5 Will. 4, c. 40, applicable to a building society and the rules thereof are to be incorporated in the Act (section 4); and that a receipt endorsed on a mortgage deed by the trustees of a society shall vacate the mortgage, and vest the estate in the persons for the time being entitled to the equity of redemption (section 5).

The rules of building societies are governed by 6 & 7 Will. 4, c. 32, and by the 3rd, 5th, 7th, 8th, 9th, 10th and 27th sections of 10 Geo. 4, c. 56, and the 4th and 7th sections of 4 & 5 Will. 4, c. 40, which sections of the two last mentioned Acts are incorporated by reference into the first mentioned Act. When the rules are properly certified they acquire the power of legislative enactments (per Lord Romilly, M.R., in *Handley* v. *Farmer*, 29 Beav. 369); but although the rules are binding on the members of a society, they they do not affect persons who are not members in their dealings with the society (*Bottomley* v. *Fisher*, 10 W. R. 669). The rules are to be made by a majority of the members, and must not be repugnant to the provisions of the Acts mentioned above, nor to the general laws of the realm; they must declare the intent and purposes for which the society is established, and the uses and purposes to which the society's funds are to be applied, and under what circumstances any member or other person is to become entitled thereto; they must specify the place of meeting and the powers and duties of the members at large, and of such committees or officers as may be appointed; they must also contain a provision how disputes between the society and its members are to be settled, whether by justices of the peace or by arbitrators, and if in the latter way, the method of appointing the arbitrators is laid down by the 27th section of the Act of Geo. 4. When a set of rules have been approved by a majority of the members of any society containing these requisite provisions, and any further ones necessary for the management of the society, they have hitherto been required to be certified by the barrister appointed for that purpose in England or Ireland, or by the Lord Advocate or his deputy in Scotland, and at his instance to be confirmed by the quarter sessions. The procedure for altering the rules is analogous. Until the rules have been certified they cannot be acted upon, and do not bind the members, but when they have been certified they bind the members from the date of the certificate. The certificate of the barrister only proves that the requirements of the Acts of Parliament have been complied with, and does not conclude the question of the validity or invalidity of the rules. In other words, the certificate of the barrister cannot make an illegal rule legal. This was one of the points decided in *Laing* v. *Reed* (18 W. R. 76), where Lord Hatherley said, "Two points are raised—first, that the 18th rule is not *ultra vires*; second, that if there be a doubt on that subject, the certificate of the barrister is competent to determine the legal question. As to this latter point it could not be contended that if a rule were clearly *ultra vires* the certificate would have any effect. The judgment of the barrister is probably restricted to details and confined to very narrow limits, and on this point it is not necessary to say more than that the certificate has no bearing on the case. The sole question then is whether this rule is *ultra vires*." This decision seems to be at variance with that of the majority of the Court of Queen's Bench in *Dewhurst* v. *Clarkson* (2 W. R. 199). In that case Lord Campbell, C.J., and Justices Coleridge and Wightman held that the rules when duly certified are binding upon the officers and members of a society, and their validity cannot afterwards be questioned. Mr. Justice Erle, however, differed from the rest of the Court and gave a separate judgment. He held that the certificate only fixes the time from which the rules are in force, and does not conclude a member from disputing them. This is in conformity with the decision of Lord Hatherley in *Laing* v. *Reed*. In the event of the bill for the amendment of the laws relating to friendly societies now before Parliament becoming law, the rules of building societies will no longer require certifying, the office of registrar of friendly societies will be abolished, and the registration of these societies will henceforth be conducted by the Board of Trade. When a building society is established under the 6 & 7 Will. 4, c. 32, it has the following among other advantages:—The rules may be legally enforced against the members, the trustees or treasurer may sue and be sued with respect to the property of the society in their own names, debts due by any officer are payable in priority to all other debts on his death or bankruptcy, any sum not exceeding £20 which may be due to a member from the society may be paid upon his death without administration being taken out to him. All securities given to a member are exempt from stamp duty, and no reconveyance of property mortgaged to the society is necessary on repayment of the mortgage debt, for the 5th section of the Building Societies Act enacts that a receipt endorsed on a mortgage, or further charge for all moneys intended to be thereby secured shall "vacate the same and vest the estate of and in the property comprised in such security in the person or persons for the time being entitled to

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the equity of redemption." This section was commented upon by Lord Cairns in *Pease* v. *Jackson* (L. R. 3 Ch. App. 576, 17 W. R. 2). He observed that though obscure, it must mean one of two things—either "that if the mortgagor comes to the building society and pays off the mortgage money and a receipt is endorsed stating that he, in one sense, certainly then owner of the equity of redemption has paid off the mortgage money thereupon without it being necessary for the trustee to give him, on that payment, a re-conveyance of the property mortgaged, the property shall vest in him who pays off the mortgage money, and who is the owner of the equity of redemption;" or "that no matter who pays off the mortgage money the receipt endorsed is to divest the charge of the building society, and the legal estate in the mortgaged premises is to go at large to whichever of all the persons entitled in any shape or form to the equity of redemption as the best equity to call for the legal estate." In any case the Act, he said, did not mean, as the Master of the Rolls had held, that the receipt should vest the mortgaged property in her next equitable incumbrancers in point of time.

REVIEWS.

The Law of Building and Freehold Land Societies in England and Scotland, embracing Procedure on Formation, Rights and Liabilities of Members, Legal Status, and Compulsory and Voluntary Dissolution. With an Appendix of Statutes, Forms of Rules, and Precedents of English and Scotch Securities.—By HENRY F. A. DAVIS. London: H. Sweet.

It is rather a curious coincidence that since our articles on building societies (one of which appears in another column) were written we have received the above work on the same subject. Mr. Davis informs the reader in his preface that he has "endeavoured throughout to confine himself almost exclusively to the consideration of the law, and has only referred to the business when it was necessary to do so, in order to gain a clearer apprehension of the reason for, and the operation of, this law." The work, however, contains a great deal of practical information respecting the formation, registration, &c., of building societies, and in an appendix are given a form of rules for a permanent society, forms of securities, forms of proceedings before justices, and a print of the Acts of Parliament. The writer has gone into the subject with intelligent research. He censures, and certainly with justice, the confused state of the statutes by which the registration, &c., of these societies purports to be regulated, and does what is still more useful to the legal reader—viz., lays his finger upon the doubts. We think this book will be very useful to lawyers concerned in any manner for benefit building societies, their members, or parties affected by their operations. The decisions material to the subject have been industriously noted and cited, including such late cases as the appeal decision in *Laing* v. *Reed* (18 W. R. 76) and *Williamson's case* (18 W. R. 388). We cannot acquiesce in the conclusions arrived at by Mr. Davis in the course of his remarks on the case of *Pease* v. *Jackson* (17 W. R. 3). On this point it is worth bearing in mind that the case of *Prosser* v. *Rice* (28 Beav. 68) is virtually overruled by Lord Cairns' decision. We do not think that the index of this work, though certainly full, is all that it might have been. The book, however, will, as we have said, be found really serviceable.

COURTS.

COURT OF CHANCERY.

LORD JUSTICE GIFFARD.

May 3.—*Guest* v. *Smythe.*

This was an appeal from a decision of the Master of the Rolls (reported *ante*, 437, and 18 W. R. 617) setting aside a purchase by Mr. Wight, a solicitor, in a sale made in this foreclosure suit. Mr. Wight was not concerned in *Guest* v. *Smythe*, but was concerned for a Miss Gibbons in another suit which had been instituted by creditors of the mortgagee (who was dead) for administration of the estate of the latter.

After the sale, upon a summons issued the day before, he obtained leave, on behalf of his clients, to attend the proceedings in *Guest* v. *Smythe*. Mr. Wight attended the sale in person, and announced his intention of bidding on his own account; he deposed that he had acquired no knowledge of the property by having been employed in the affairs of his clients, and did not know the reserved price which had been fixed in chambers. His name had, without his knowledge, been placed on the particulars as a reference for information. Under these circumstances, a summons was taken out in the Rolls Chambers to set aside the sale, on the ground that Mr. Wight was disqualified from purchasing the property. The Master of the Rolls set aside the sale, and ordered the property to be resold. From this decision Mr. Wight appealed.

Jessel, Q.C., and *Bagshawe* were for the appellant; *Southgate*, Q.C., and *Simmonds* in support of the order of the Master of the Rolls; *Swanston*, Q.C., and *Bovill* were for the plaintiff in *Guest* v. *Smythe*.

The following cases were referred to:—*White* v. *Wilson*, (14 Ves. 151), *Morice* v. *The Bishop of Durham* (11 Ves. 57), *Fergus* v. *Gore* (1 Sch. & Lef. 107—350), *Gower's case* cited in *Watson* v. *Birch* (2 Ves. Jun. 51), *Thornhill* v. *Thornhill* (2 J. & W. 347), *Lister* v. *Lister* (6 Ves. 631), *Ex parte Myles* (6 Ves. 617), *Campbell* v. *Walker* (5 Ves. 678).

GIFFARD, L.J., said that it was important, on the one hand, that the rule of the Court which prevented persons interested in the property, or persons in a fiduciary position, from bidding at a sale should not be relaxed, but, on the other hand, it was important that sales under the direction of the Court should not be impeached more easily than any other sales. The general rule was that neither the vendor nor any of the parties to the suit, nor, of course, their solicitors, could bid without the leave of the Court; and the rule extended to some other persons filling a fiduciary position. If the present case fell within any of those rules he should not hesitate to affirm the decision appealed from. But to do so would be to carry the rule so far as often to preclude from bidding the very persons whose bidding would be most desirable. Mr. Wight was not the solicitor of any of the parties to the suit; the particulars of sale were not prepared by him; he was not consulted about them at all; they were prepared long before his name appeared upon them; he was not consulted about the reserved bidding, and he did not know what it was. His only connection with the suit was that the day before the sale his client, Miss Gibbons, took out a summons for leave to attend the proceedings. When the sale was held it was clear that his client might have bid, and if so, why might not he himself? At the sale the reserved bidding was passed, and there was not a tittle of evidence to show that the sale was improperly conducted, or that any person was prevented from bidding. The sale was afterwards confirmed, and Mr. Wight did not attend the proceedings before this, nor did his client. Could it be said that a person who had nothing to do with the conduct of the sale in any way was precluded from bidding at it, and if the client were not, why should her solicitor be precluded, the application to set aside the sale being made by persons who had all the means of seeing that the sale was properly conducted? That being so, the only question was as to the reference made to Mr. Wight upon the particulars of sale. Was it to be laid down that when it was stated that copies of the particulars could be obtained of certain solicitors whose names were mentioned, they not having been consulted as to the preparation of the particulars at all, and then one of those solicitors happened to bid at the sale, either for himself or for any one else, the sale must be set aside? That would be to strain the rule of the Court very far. It was not essential to the ends of justice, and would tend to depreciate sales by the Court very much. If there was not already some settled rule known to all the world that a person whose name was mentioned in that way in particulars of sale must be taken to have some interest in the sale, his Lordship thought there was no necessity for laying down such a rule. The order of the Master of the Rolls must be discharged, and Mr. Wight must have his costs at the Rolls out of the purchase-money, except the costs of some affidavits, which his Lordship specified. There would be no costs of the appeal.

Solicitors. *Field & Co.; Palmer, Eland, & Nettleship; Coombe & Wainwright.*

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MASTER OF THE ROLLS.

May 2.—*Re Braund (a Solicitor).*

This was a summons for taxation of Mr. Braund's bill of costs, delivered to the trustees of the settled estates of the late Earl of Harrington; and an objection was taken by the solicitors attending the taxation on behalf of the tenant for life of the settled estates to the propriety of certain conferences, about thirteen in number, charged for in the bill, together with the corresponding number of attendances on counsel. It was originally alleged that the conferences in question were either not had, or if had, were had needlessly; and the Master of the Rolls when the matter was before him in March last expressed an opinion that the question was one which affected the honour of the profession, and requested Mr. Morshead, the counsel with whom the conferences were had, to make a statement in writing for the information of the court, and adjourned the matter for that purpose.

The matter was in the paper to day, when

Jessel, Q.C. (*C. Hall* with him), for the solicitors of the tenant for life, said, that having seen the statement of Mr. Morshead he was satisfied that the transaction was *bonâ fide* and the conferences were properly had; and submitted to pay the charges therefor, except as to three conferences of which no mention was made in Mr. Morshead's statement, and the costs of the application.

Southgate, Q.C. (*Cracknall* with him), for Mr. Braund, said that these conferences had, like the rest, been had and paid for by his client, but he was willing nevertheless to accede to the offer. The matter was thus settled, and

The MASTER OF THE ROLLS expressed his pleasure at the affair having ended satisfactorily and to the credit of all the parties concerned.

Solicitors, *Braund, Gregory & Co.*

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

April 29.—*Re Sager.*

Bankruptcy Act, 1869, *ss.* 125, 126, *rules* 189, 291—*Solicitor's costs incidental to passing resolution and registration thereof.*

Mr. Ellerton, solicitor, applied under a petition for liquidation by arrangement or composition filed by the debtor pursuant to the provisions of the 125th and 126th sections of the Bankruptcy Act, 1869, for an order upon the trustees that out of the monies received from the sale of the assets of the debtor they should pay the costs of and incidental to the passing of the resolution and of and incidental to the registration thereof. It appeared that at a meeting duly held for that purpose a resolution was passed for a liquidation by arrangement, and that the solicitor making the present application was entrusted with the registration, which was accordingly effected in due course. The trustees had realised the property of the debtor, but declined to pay the costs of the solicitor without an order of the Court.

The CHIEF JUDGE at the outset intimated that the two things stood upon quite a different footing. The solicitor had a right to require from the trustees payment of the costs prior to the passing of the resolution, and, when the liquidation was complete, he had the ordinary right to recover his further costs.

Mr. Ellerton referred to the 189th and 291st of the new rules, and contended that, as the resolution had been duly registered, he was entitled to an order of the Court for payment of the costs of registration.

The CHIEF JUDGE asked whether notice had been given to the trustees of the present application.

Mr. Ellerton.—Yes; and the costs could not be taxed until the Court made an order for their payment under rule 189.

The CHIEF JUDGE, after some consideration, said that Mr. Ellerton might take an order for payment of his taxed costs.

Application granted.

May 2.—*Re Cheeseman.*

Bankruptcy Act, 1829, *ss.* 125 *&* 126—*Stay of adjudication —When refused.*

On the 9th April a petition for adjudication was served on the debtor at the instance of George Ball, and on the 28th the debtor was adjudicated a bankrupt. On the 27th the debtor filed a petition for liquidation by arrangement or composition under the 125th and 126th sections of the Bankruptcy Act, 1869; and he now moved for a stay of the adjudication, or if it proceeded, that the registrar as trustee should continue a suit in Chancery which he had instituted against a former partner, and from which it was alleged a sum of £8,500 was likely to be realised, the chief clerk having certified that sum as appearing to be due to the debtor. It was alleged, however, that the suit had been pending since the year 1865, and although various exceptions had been taken to the chief clerk's certificate, the debtor confidently hoped that a sufficient sum would be obtained in the suit to pay the whole of the creditors in full.

Nicholson, in support of the motion.

Reed, for the petitioning creditor in opposition.

The CHIEF JUDGE.—There is no ground whatever for this motion, and no single fact has been suggested to cause me to believe that it will be for the benefit of the creditors, or even for the benefit of the bankrupt, that the matter should not proceed regularly. All he says is that he is a party to a suit in the Court of Chancery, and that he will derive benefit from it. The bankruptcy must go on, and the present motion must be dismissed, with costs against the person moving.

Solicitor for the debtor, *W. S. Webster.*

Solicitor for the petitioning creditor, *W. J. Scott.*

APPOINTMENTS.

Sir FRANCIS SMITH, Puisne Judge of the Supreme Court of Tasmania, has been appointed Chief Justice of that colony, in succession to Sir Valentine Fleming, who has retired after sixteen years' service on the bench at Hobart Town. Sir Francis is the eldest son of the late Francis Smith, Esq., a London merchant, formerly of Lindfield, Sussex. He was born in 1819, and graduated B.A. at the University of London in 1840, having previously studied at University College. In May, 1842, he was called to the bar at the Middle Temple, and soon afterwards proceeded to Hobart Town. In 1849 he was elected a member of the Legislative Assembly of Tasmania, and in the same year was appointed Solicitor-General for the colony. He became Attorney-General in 1854, when he was also nominated a member of the Executive Council. Becoming Premier in 1857, he continued at the head of the Tasmanian ministry till 1860, when he was appointed a judge of the Supreme Court. Sir Francis Smith was knighted by patent in 1862.

Mr. CHARLES ARTHUR TURNER, a puisne judge of the High Court of the North West Provinces, has been appointed to officiate as Chief Justice at Allahabad, in the absence of Sir Walter Morgan, on sick leave in England. Mr. Turner was educated at Exeter College, Oxford, where he graduated M.A. in 1856; he was called to the bar at Lincoln's-inn in April, 1858, and for some years practised on the Western Circuit. In 1866, on the formation of the High Court of the North-West Provinces, he was nominated a puisne judge, being the only barrister so appointed besides the Chief Justice.

Mr. GEORGE ROBERT MOSSMAN, solicitor, of Bradford, Yorkshire, has been elected Clerk to the Justices of the East Morley division of the West Riding of Yorkshire, in the room of his father, the late Mr. G. R. Mossman, who had held the office for upwards of forty years. Mr. Mossman was certificated as a solicitor in Michaelmas Term, 1852, and is also Clerk to the Borough Justices of Bradford. For more than a year past he has virtually occupied the office of Clerk to the West Riding Justices, to which he has now been appointed, having acted in that capacity during his deceased father's illness.

Mr. WILLIAM WILDING, solicitor, of Montgomery, has been appointed Clerk to the Guardians of Forden Union. Mr. Wilding was certificated in Hilary Term, 1847, and was Clerk to the late Incorporation for the Relief of the Poor for nearly seventeen years. He is a member of the Solicitors' Benevolent Association.

Mr. ROBERT CHAPMAN, solicitor, of Leyburn, Yorkshire, has been elected Clerk to the Leyburn Board of Guardians, in place of Mr. H. T. Robinson, his senior partner, who has resigned after serving in that capacity for the period of thirty-three years. Mr. Chapman was certificated in Easter Term, 1864, and is also deputy clerk of the county court under Mr. Robinson.

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Mr. Henry Sherston Baker, barrister-at-law, has been appointed her Majesty's Lieutenant of Portland Castle, Weymouth, in succession to his uncle, the late Captain Manning. Portland is a royal manor. Mr. Baker was called to the bar at Lincoln's-inn in May, 1840.

Mr. Llewellyn Turner, solicitor, of Carnarvon, and mayor of that borough, has been appointed Deputy Constable of Carnarvon Castle, vice Mr. J. Morgan. Mr. Turner was certificated in Easter Term, 1847.

Mr. Woolnough Gross, of Botesdale, Suffolk, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the counties of Suffolk and Norfolk.

Mr. Charles J. Wilkinson, of the Calcutta bar, has been appointed by the Chief Justice of the High Court to be Official Trustee of Bengal, and also Receiver of the High Court of Calcutta, vice Mr. C. S. Hogg, deceased. Mr. Wilkinson was called to the bar at the Inner Temple in November, 1859, and has practised for some years at Calcutta; he had acted for Mr. Hogg both as Administrator-General and Official Trustee, during his absence on leave, but the former appointment has been conferred on Mr. Broughton.

GENERAL CORRESPONDENCE.

E. C. has not sent his name and address.

Reply to a Complaint.

Sir,—With your permission I should like to make one or two remarks in answer to a letter which you published last week from "A Solicitor."

In the first place your correspondent is aggrieved by what he calls "the iniquitous system," under which he, as an attorney, is debarred from "pleading in the superior courts." Let me remind him that he has one very simple remedy in his own hands—to leave the branch of the profession which he has chosen and take the necessary steps to be admitted into that branch of the profession which has exclusive right of audience in Westminster Hall. He would in that case have frequent opportunities of checking "the petulance and impatience of the bench" (under which he must now sit silent), by the exercise of that remarkable faculty for smart repartee which has been developed, it would seem, in the less dignified arena of a county court.

But, in the second place, "A Solicitor" seems to be under the impression that if Baron Channell had been a county court judge "he would have been responsible in damages" (not a very legal phrase) for uttering what your correspondent considers "a most unwarrantable and damaging slander." If he will refer to the leading case of *Scott* v. *Stansfeld*, 16 W. R. 911, L. R. 3 Ex. 20 (June, 1868), he will find that no county court judge, any more than any other judge of any court of record, is answerable for any comments on the conduct of the attorneys in the court, no matter how false, malicious, or irrelevant his comments may be.

Lastly, it does seem strange, if the plaintiff's attorney was accused by the Court of "gross negligence" in omitting to do what he had been distinctly advised by two counsel it was not necessary for him to do, that neither counsel should have thought proper to exonerate the attorney there and then by stating the simple fact that he was acting under their advice.

A Barrister.

Monday the 23rd inst., has been appointed by Mr. Baron Bramwell for hearing the Bristol Election Petition. Mr. Serjeant Ballantine has been retained for the petitioners.

Mr. Charles Richard Copeman, solicitor, of Liverpool, has been elected solicitor to the Liverpool Conservative Association, in the room of Mr. Weir Anderson, who has received an appointment in Canada. Mr. Copeman, who took out his certificate as a solicitor in Michaelmas Term, 1858, is a member of the Liverpool Law Society, and of the Solicitors' Benevolent Association.

Mr. William Alexander Mackinnon, formerly M.P. for Rye, who died at Broadstairs on the 30th of April, at the advanced age of eighty, was educated at Cambridge, and afterwards entered Lincoln's Inn as a law student, but was never called to the bar. As a legislator, he was instrumental in abolishing burials in towns, in abating the smoke nuisance, causing the removal of Smithfield Market, and establing the rural police of 1855, &c.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 29.—The *High Court of Justice Bill.*—The Lord Chancellor moved to go into committee on this bill, which had already been committed *pro formâ*. Lord Westbury had then expressed great regret that no provision had been made for immediate arrangements which would enable the Court when constituted to assume all the functions and jurisdictions now possessed by a great variety of Courts, the object of the bill being to combine in one course of procedure, and under the jurisdiction of one Court, all those functions and jurisdictions, and to secure as much as possible uniformity of practice, the divisions of that Court being made simply for the convenience of business, and not for separate jurisdistions. The bill originally proposed that the duty of framing a code of procedure should be entrusted to the whole body of the Court, which would consist of twenty-three judges, and Lord Westbury feared that, considering their ordinary duties and the possible discrepancies of opinion which would exist, the object to be attained would be indefinitely postponed. He (the Lord Chancellor) did not see much force in this objection on the score of delay, but at the same time felt there was some ground for the apprehension of considerable discrepancies of opinion amongst judges habituated to the old system. Moreover, they could not meet to deliberate until the Act itself came into effect in Michaelmas Term, 1871, though power was given to the Crown by an Order in Council to accelerate the operation of the Act. He had considered therefore that instead of entrusting this duty to the whole body of judges, and instead, as Lord Westbury had suggested, of referring it back to the Commission, the rules should be framed by a committee of the Privy Council, care being taken that there should always be upon it the Lord Chancellor and the Chancellor of the Exchequer for the time being; the former to supervise and consider the modifications which might be necessary in procedure; the latter to watch over the additional expense, if any, which the regulations might involve. The committee might call to their assistance any other members of the Privy Council, thus affording a body fully competent for the duty, while many of them would have much more leisure than the judges. Moreover, they were to begin immediately on the passing of the Act, so that before its full operation the rules could be fully considered and settled. The success of last year in producing the Bankruptcy Rules led him to anticipate no difficulty on this point, and the entrusting to a Committee of Council the important duty of framing a code of procedure would set a valuable precedent with regard to amendments in our judicial proceedings, and in the law itself. Lord Penzance had advised that the bill should definitely indicate the general course of procedure which the Legislature desired, so that there might be no intermixture or clashing between the Common Law, Equity, or Admiralty Courts, but one common course of procedure. One of the clauses now stated that the course of procedure in the Admiralty or Equity Courts, where they had exercised jurisdiction, should be part and parcel of the common law course of procedure, and that where any rule of common law conflicts with them the Equity and Admiralty rules shall prevail. The bill, as originally drawn, proposed the abolition of the Home Circuit, which was objected to by Lord Chelmsford and the Duke of Richmond. It was now proposed simply to give jurisdiction to the Courts at Westminster over all matters now triable on the Home Circuit, so that suitors would have their choice whether the proceedings are conducted at Westminster or not, and to give an equal jurisdiction in criminal matters to the Central Criminal Court, such as it already possessed over a large portion of the Home counties. This, however, was not to interfere with the issuing of such commissions of assize as might be thought proper in those counties. The matter would thus be practically tested, and he believed that as to the civil business, at least, there would be a very general desire to transfer it to the metropolis. A commission of gaol delivery must, no doubt, be held for disposing of criminal cases, especially in Sussex. These were the changes made in the bill in matters of principle. With regard to the second bill, very general dissatisfaction was expressed on the second reading with the part of it dealing with the appellate jurisdiction of this House. He had, therefore, though not altogether sharing in those objec-

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tions, thought it right to omit that portion of it, seeing that it had not the authority of the Commission, who were not authorised to deal with that question. With regard to the objection that by the operation of the two bills three or four appeals would be allowed where at present there were only two, the intention was that there should be an expeditious appeal from the decision of one judge to three or more judges on interlocutory matters, injunctions being often of importance to the parties, although not affecting the final settlement of the cause. The object was that this appeal should be confined to interlocutory matters, while appeals deciding the merits of the cause would be carried only to the High Court of Appeal, just as they were now carried to the High Court of Appeal in Chancery and the Court of Exchequer Chamber. No further interlocutory appeal would be allowed, so that appeals would not be multiplied, but would in several respects be diminished.—Lord Romilly thought a little more time should have been allowed before going into committee. His own objections to the original bill had been almost all met, but he had many suggestions to make on the amended bill, for which there would be scarcely time. The framing of rules of procedure to fuse law and equity would require much time and care. He would give a simple illustration arising from the peculiar difference between the legal estate and the equitable estate. The owner of an estate for life without impeachment of waste might act exactly as if he were the owner in fee-simple, and might cut down timber, open mines, &c. Not unfrequently such a man cut down all the ornamental timber, destroyed the hothouses, and tore away the lead from the house. An action was brought against him in one of the Common Law Courts, but the Court held, as has been done from the time of Lord Coke, that he could do what he pleased, and could not be made liable for waste. The suitor was told that he had made a mistake and must go to the Court of Chancery, where he immediately obtained an injunction, on the principle that the man was making an inequitable use of a legal right. Now, in laying down one course of procedure would they alter the law with respect to impeachment of waste, or would they say that whether an action was brought or a bill is filed it should be dealt with in the same manner? It would surely be necessary to define exactly what an estate for life without impeachment of waste consists in, for at present by common law a man might do any kind of destruction, while equity held that he could not make use of a legal right to do an injustice to his children or successors. They would never get a perfect union of law and equity unless they made a code of laws altering the character of the laws now existing. They were now making a prodigious alteration in English law, with which many persons would be shocked, and the fusion of law and equity would require great care and time.—Lord Cairns, speaking as a member of the Judicature Commission, said the proposed change was indeed prodigious. Year after year during the greater part of the present century we had made various attempts at improving our system of law and judicature, but almost all of them were small, imperfect and fragmentary; and, although great improvements had been made, even in that manner, the reason why our law was open to the reproaches cast upon it was that none of those measures were conceived in a large and generous spirit, or went to the root of the real evils in our system of judicature. If we only added another to the many fragmentary measures passed, we should but bring disgrace on the Legislature, while, if we accomplished the aim of the Commission, and once for all settled our system of judicature on a broad, intelligible and practicable basis, we should obtain a degree of credit as great as ever attended on any measure passed by Parliament. The main object of the measures, like that of the Commission, was to put an end to the inconvenient and irrational distinction between law and equity which had crept into our system; but he could not discover in the bills any machinery by which this was accomplished. Beyond the definition of the offices of the judges and their officers and salaries, everything, with perhaps the exception of two or three general sentences introduced into the amended bill, was relegated to a body outside Parliament, originally the judges and now a Committee of the Privy Council. Now, the distinction between law and equity was not so much a matter of principle as of form and procedure. Why was it that a barrister or a solicitor accustomed to the courts of equity, if he passed to the other side of Westminster Hall into one of the common law courts was as ignorant of its forms and procedure as if he were in the court of a foreign country? It was not that law and equity were, with rare exceptions, acting on different principles. The laws of evidence were the same; so, too, were the laws of the construction of written instruments and the modes of dealing with Acts of Parliament; but from the beginning to the end the forms and technical details were essentially different. It was to this subject that, in the first instance, attention had been directed. In the Court of Chancery, the three common law courts, the Courts of Probate, Divorce, and Admiralty, the proceedings all began by a different writ issued from a different office. so that, before any person who had a complaint could make it the subject of a civil proceeding, he must be advised, and pay for that advice, as to what court to apply to for a writ. The Commission thought it the right of every subject to say that there should be one writ applicable to every kind of civil inquiry issuing from one office, so that, without any technical advice as to where the action should be brought he might get a writ without any fear of mistake. Now, there was no provision in the bill on that subject, and he doubted whether by means of rules they could deal with the whole complicated system of writs and offices, and substitute one writ applicable to all civil cases. The Commission next found that each court had a different form of procedure as regards the mode of putting the complaint on the record and the manner of answering it, and they recommended that there should be one uniform system of pleading, describing the form which it should take. Here again the bill was silent, leaving it to some other body, which might or might not do it, and transferring to other shoulders the responsibility of Parliament. He had objected to the plan adopted as to the Bankruptcy Rules, but that case afforded no precedent for a measure proposing to alter the whole system of judicature which had prevailed for centuries, and demanding, if ever a measure did, the attention of the Legislature. When the Common Law Procedure Act was passed, it was not left to the judges or to a committee of council to modify the procedure, but the measure was prepared on the responsibility of the Government, in pursuance of the report of a commission. All its provisions appeared on the face of the bill, and if any rules had to be made subsequently, they were merely as to forms of writ. and mere details. Again, in 1852, when great changes were made in the procedure of the Court of Chancery, in pursuance of a commission, those changes were discussed and settled by Parliament. There were strong reasons against the original proposal that the rules should be passed by the judges; and if, as now proposed, the task was to be entrusted to a Committee of the Privy Council, there was no guarantee that a work of such magnitude would be properly performed. Turning to another point, nobody in framing a general system of judicature would think of establishing separate courts with separate names, implying different jurisdictions and procedures; and had the commission been able to make a *tabula rasa* they would have recommended one supreme court to transact as a whole, or in divisions, the whole business of the country. There being, however, from twenty to thirty judges of the superior courts, all of them appointed by letters patent judges of specific courts, and entitled to salaries amounting to £100,000 or £150,000 a year, it had been thought that were these courts annihilated they might naturally urge that their offices were gone, and that they had not been consulted as to accepting positions as judges of a court altogether different. Although therefore, the desire was that as the consummation of the measure there should be but one court and one name, it had been thought that, by way of transition, the present names might be preserved as names for the divisions of the one court. Rely upon it, that as long as they preserved the names of Chancery, Queen's Bench, and so forth, the measure would be imperfect, for there would linger about the courts traditions of the old system which would not disappear until the time arrived for giving up the names. He found, however, in the bill no trace of the Legislature setting its mark on those names as destined to come to an end. He agreed that they should be preserved until the present judges passed away, or until their assent was obtained to the change of the title; but there should be a distinct statement that they were to cease, and as soon as possible the court should by an order in council assume its definite title. With regard to the recommendation made by the commissioners for abolishing the Home Circuit and establishing a central *Nisi Prius* Court, it was clearly prema-

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ture to carry out the abolition of the Home Circuit and to create this *Nisi Prius* Court in London, until they were in a position to effect what was necessary as to the whole jury system and the alterations in the other circuits. With regard to the second bill, this separation of the Appellate Court from the Supreme or High Court, was quite at variance with the recommendations of the commission. They had wished to put an end to the multiplying of courts, and to create one Supreme Court, the appellate division being part of it, and having relegated to it the duty of rehearing cases. That would surely be better than a separate court, for when courts were separated there ensued a kind of estrangement between the primary and appellate court, the latter feeling itself more fettered and the former feeling itself more independent than would otherwise be the case. The bill provided also that the appellate court should have no original jurisdiction, and should not hear or rehear any evidence. That, again, ran contrary to the recommendation, and if they constituted the court on that principle they might shut up all the appeals in chancery. Had it not during the last twenty years been necessary in one half the cases of injunctions—owing, perhaps, to the haste with which the original proceedings were conducted—to have some new evidence to supply something that was lacking? All he had said as to the rules of procedure applied equally to the second bill, for it contained no provisions on that subject, and of many of the commissioners' recommendations no notice was taken. If the report of the commission was satisfactory they had a right to expect from the Government a measure giving full effect to it. If, on the other hand, the report of the commission was not satisfactory, then that was a reason for the appointment of another commission, which should make changes not in form but in substance. But he hoped the Lord Chancellor would withdraw these bills, and re-introduce them in this or a subsequent session, with a complete code of procedure upon the face of the bills themselves, so as to carry into effect the main object which was contemplated in the report of the commission.—Lord Westbury said the bills contained one of the most magnificent schemes of law reform produced in his time, but difficult in proportion to its grandeur. The bills could not be accepted in their present imperfect state. They were asked to legislate in perfect ignorance as to what courts, &c., they were establishing. Whether the High Court was to be wholly a court of first instance, disposing of original business merely, or simply a court of re-hearing, and in that capacity to control the divisional courts, no man could tell until the rules and orders were drawn up. Was it possible to legislate in that state of ignorance? Instead of making the institution known, and framing it by the help of their legislative wisdom, they were asked merely to give it a name, and then entrust to others the duty of assigning to it the whole of the business it is to transact, and the whole extent of its jurisdiction. They were asked to delegate that which it was their duty to know and decide to another body whose determination upon the matters referred to them could never be effectually revised or controlled by them. It was true that the rules of the court might be laid before Parliament, but it was utterly impossible then to discuss or enter into the consideration of them. They might move an address to the Crown for the rejection of these rules, but they could not exercise any power of control or of personal supervision in respect of them. He took section 16 as an instance of the extraordinary duties thus committed to another body. The selection of the business to be heard before the High Court, the transfer of business from one divisional court to another, the constitution of courts consisting of a less number of judges than was required for a divisional court, and the appropriation of the business to be transacted by such courts—all this was to be done by the Committee of Council. And, after detailing the duties the committee was to perform, the enumeration was wound up by these most sweeping words—that the Committee of Privy Council shall determine "all matters incidental to or connected with the administration of justice." If a matter of this importance was to be handed over to a small committee of the Privy Council, and not to be submitted to Parliament, why should not any other question be committed to the same tribunal, to be moulded according to their pleasure? He hoped the Lord Chancellor would take time to prepare and submit to the House not a mere outline, but a complete picture, filled up with all the details of pleading, procedure, and general administration which he intended to substitute for those now existing. The present practice had come down to us from the very earliest times; the courts had gone on administering justice in a manner with which the people were familiar; and now they were asked to alter this system in some unknown way, which would not be submitted to the judgment of Parliament. The object was to pull down the wall of partition between the Courts of Law and and Equity, but all proposed by this bill was to declare that the jurisdiction exercised by the Court of Chancery should be modified by the common law to the extent to which it differed from it. Now, there were numbers of relations known to the equity which were ignored by the common law court. The relations, for instance, of trustee and *cestui que trusts* and between husband and wife as separate persons. Much more effectual legislation than this would be required to accomplish the object they had in view, that a suitor should not be driven from one court to another. —Lord Penzance said that to carry out a change of this character, dealing with all the superior courts of the kingdom and their various modes of procedure down to the most minute details, could not be otherwise than a most gigantic task. The whole of Lord Westbury's objections resolved themselves into this, that the bill ought before being laid before Parliament to contain not merely the skeleton or main features of the scheme proposed, but ought to convey on the face of it the entire details of the new system which was to be substituted for the old. He himself believed that if they attempted to place on the face of the bill, not only the proposals for the new structure of the court and the new arrangement of its jurisdiction, but all the details with respect to the procedure by which each division of this great court should work out the ends of justice, that task would be found too cumbrous to be effectually carried out within a reasonable time; but that when it had been so worked out it would be found to have all the evils of the old system, which consist in the strictness and binding nature of the mode in which details in our courts have hitherto been stereotyped. Whoever supported a change of this character ought to go as far as, having removed the existing jurisdiction, to indicate plainly the courts which were to take up the work, and the scheme of the bill was of that character. It proposed to establish one supreme court with the whole of the jurisdiction exercised by the existing courts; it defined the number of judges and the number of divisions, and then it dealt, as a matter of detail to be worked out by some external body, with the making of rules which would settle all the details. He doubted whether, if all the details referred to were mentioned on the face of the bill, it would be capable of being passed into an Act of Parliament. With reference to equity and common law he maintained, however, that there was at the bottom of the course of procedure in the courts of equity and the common law courts an essential difference which no form could alter. Those who were engaged in the equity courts were employed in arguing before a judge; those who were engaged in the courts of law for the most part had to plead before a jury, and to examine and cross-examine witnesses. There were some gentlemen in the profession who had great aptitude for the one and not for the other of those functions. So long as witnesses continued to be examined in open court there would be a class of advocates who would devote themselves to a class of business in which experience had made them expert. Whatever alteration, therefore, might be made in procedure, the result would remain, that two classes of advocates would be required. The bill provided that all the offices connected with the issue of writs should be handed over to the High Court, while it was provided by another section that all proceedings should be instituted in that court. All, therefore, that Lord Westbury desired was in reality done by the bill, his objection, in truth, being that it was not done on the face of it, but was left to be done by means of rules and orders. Now, so long as the substance and subject-matter of cases remained different, so long would one form of procedure be proper for one form of case, and a different form for another. It was by no means desirable to have one uniform procedure which might be fit or unfit for particular cases. He approved, in conclusion, of leaving the details of the arrangement of business to be worked out by some external body, whether that body were the judges or the Committee of Council.—The Lord Chancellor could not promise to introduce into the bill all the rules and regulations by which the High Court was to be regulated, because he did not believe that any could be introduced into the bill which would be useful or effective. As to the names of the courts, he agreed in the advisability of removing as early as

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possible all prejudices which might cling to those names, and tend to mislead the public and practitioners. There was therefore a clause in the bill providing that the new divisions should be designated by their present names or by such others as her Majesty in Council might thereafter appoint. He did not think it necessary or decorous to say that her Majesty should make the change, but he did deem it desirable to intimate an expectation on the part of Parliament that these designations would be altered as soon as might be convenient. He believed the reform might be effected this session without difficulty, and should greatly regret its being postponed for another year in consequence of a question being raised as to whether the code of procedure should form part of the bill itself. The bill was not a mere skeleton bill, it defined all that the Court had to do. Lord Westbury had very truly said that one great grievance that suitors had suffered from was that when people had been brought up to a particular system of procedure, they were unable to emancipate themselves from its cramped rules. Now they were anxious that, as far as possible, all forms of procedure should be similar; but they had provided against the inconvenience of their becoming stereotyped. The authority which framed the rules in the first instance might from time to time alter them as the exigency of the moment should require, laying them before Parliament in each case, so that the Legislature might step in and arrest the course of anything which might tend rather to produce mischief than benefit. In this way they hoped to secure a perfect code which could not be departed from except through the medium of the like machinery. As to the Home Circuit all that was proposed now was permissive power to suitors to get their cases tried in London instead of on the Home Circuit. An enormous amount of business was now thrown on the last town of the Home Circuit through London suitors resorting to it in the hope of obtaining a more speedy trial than could be obtained in London through faults which this bill proposed to cure. It had been remarked that the line of procedure was not sufficiently indicated to those who had the framing of the rules. That was a very proper point for those who had charge of the bill to reconsider; but he could not hold out any hope of introducing the suggestions required into the bill. His Lordship then proposed that the House should go into committee on clause 3 (constituting the new courts) and then report progress.—Lord Cairns understood that the judges desired an opportunity of considering the alteration proposed to be made in the bill.—Ultimately the Lord Chancellor agreed to a postponement of the committe to allow time for a communication with the judges.

May 2.—The *Marriage with a Deceased Wife's Sister Bill* was read a first time.

Magisterial Qualification.—A bill by the Earl of Albemarle, to abolish the landed qualification, was read a first time.

May 3.—The *Bankruptcy Law Amendment (Ireland) Bill* was read a second time.

The *County Courts Buildings Bill* passed through committee.

Abolition of Sequestrations for Debt.—A bill by the Bishop of Winchester, to abolish sequestrations for debt, and to provide a more effectual mode of securing the payment of the debts of beneficed clergymen, was read a first time.

May 5.—The *Medical Act* (1868) *Amendment Bill* was read a second time.

The *County Court Buildings Bill.*—The report of amendments was agreed to.

Sale of Land in Ireland.—Lord Dunsany called attention to a case mentioned in the newspapers, in which he said that the decision of the Encumbered Estates Court had been practically overruled by "Rory of the Hills." Might not much hardship result from the forced sale of property in certain parts of Ireland, when a fair price could not be got. Ought there not to be some legislation in this matter, and ought not sales in the Encumbered Estates Court to be suspended for a time?—Lord Dufferin said the case alluded to had been entirely misrepresented. As to a suspensory Act, it would place in a very unfortunate position persons who, being mortgagees of property, would be unable to receive either principal or interest. There was no reason whatever for placing those persons who might in the future be in the habit of purchasing in the Landed Estates Court in a different position from those who had already purchased in that court.

Irish Records.—Lord Talbot de Malahide asked the Master of the Rolls—to whom the country was much indebted for his exertions in arranging, classifying, and rendering accessible to the public the valuable records of the kingdom,—whether—there being unfortunately great gaps in the Irish collection, particularly in the earlier periods, whereas in England an enormous collection of the most valuable records connected with Ireland had been accumulated, running back to the time of Henry II.—if the originals could not be parted with, could not copies be made and deposited in the Irish Office.—Lord Romilly said nothing would be more easy than to have full and complete copies of all the Irish records made and sent to Ireland, but the expense would be very considerable. Copies of the documents would not be of very much value, unless accompanied by a chronological catalogue and *resumé*.

HOUSE OF COMMONS.

April 29.—*The Convict Spinosa.*—Sir G. Jenkinson called attention to the Home Secretary's commutation of the sentence in this case. He objected to the Home Secretary sitting *ex officio* as a court of appeal.—Mr. R. Fowler said the whole subject should be left in the hands of the Home Secretary, the House not being the proper place for discussing the guilt of a murderer.—Mr. C. Gilpin drew the inference that capital punishment ought to be abolished.—The Home Secretary said he never overruled the decision of a judge without the fullest approbation on the part of the judge himself. The petitions with which he was beseiged were only sent to the judge if on close scrutiny they disclosed substantial reasons. Attempts were often made to induce him to interfere in cases where evidence had been kept back. To such cases he paid no attention. But in the present case, the prisoner being poor and ignorant and incapable of properly defending himself, evidence was afterwards adduced that he was subject to a dangerous hallucination, evidence of which the judge (Mellor, J.) said that had it been before the jury they would probably have decided differently.

The Tornado Case.—Mr. Bentinck called attention to this case.—The Attorney-General said the general principle applicable to cases of this kind was that we had a right to interfere and demand redress from a foreign Government if we were really satisfied that some British subjects had suffered a wrong for which that Government was responsible, and had failed to obtain redress. But we could not prescribe to foreign countries what exactly ought to be the procedure of their tribunals, and how those tribunals ought to be constructed. Neither could we measure the precise time within which their proceedings should be taken and concluded. If we were satisfied that, on the whole, there had been a failure of justice, that the party alleging the grievance had not been heard, and that what ought to be the essential rules of justice in all countries had not been observed, then, and not till then, were we called upon to demand redress. It appeared that beyond doubt the *Tornado* was a privateer or engaged in a contraband adventure. The question was whether there was before the Spanish tribunals evidence on which they could decide that this vessel was a fair prize. He thought there was such evidence. Consequently the ground failed because we had not merits. He was of opinion, however, that there was cause of complaint arising from delay and also from the ill-treatment of the crew. The parties had a right to be heard, but they declined upon the advice of their counsel, doubtless given because counsel knew there was no answer on the merits of the case. As to the rules of procedure with respect to international remonstrances, before a complaint could be made to a Government about the failure of its tribunals it must be shown that the subjects of the complaining Government had resorted to those tribunals, and had failed on account of the manifest disregard of some principle of justice. No such case had been made out in this instance, because after being warned that if they did not appear judgment would be given against them, the parties deliberately declined to appear, preferring, he took it, to have a grievance rather than to state their case.

May 2.—The *Irish Land Bill.* Committee. Clause 3 resumed.—Mr. Synan moved, but did not press, an amendment substituting sixty-one for thirty-one years as the length of lease exonerating landlords from payment of damages for eviction.—Dr. Ball proposed twenty-one years, but the alteration was rejected by a majority of 290 to 209.—Sir H. Selwin-Ibbetson and Mr. G. Gregory proposed leases

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for lives, and for shorter periods than thirty-one years, if sanctioned by the Court, but the Government objecting the proposals were not pressed.—Mr. S. Ayrton proposed to except all existing yearly tenancies.—Mr. Jessel said the clause did not deal with a fundamental, but only with an incidental, right of property, and such rights were being continually interfered with by Parliament. For instance, the extension of the county franchise depreciated the value formerly attaching to small plots of freehold property, which, when offered for sale, were usually recommended on the ground that they conferred a county vote. The unrestricted right to evict was an incidental right of property, and the clause proposed to check capricious eviction by putting a fine upon it. Restrictions upon alienation were common in the old English law. The amendment really struck at the whole principle of the bill.—The proposal was not pressed, but Mr. C. Fortescue consented to a limitation of the existing tenancies to be affected to £100 rateable value and under.—Sir J. Gray moved an amendment to enable landlords to evade the bill by registering their lands under a permissive tenant right.—Debate adjourned.

Conventual and Monastic Institutions. Adjourned debate.—After a discussion, the order for the committee obtained by Mr. Newdegate was discharged (majority 270 to 160).—Mr. Gladstone then carried, by a majority of 348 to 57, a motion for a select committee to inquire into the state of the law relating to monastic institutions and the terms on which they hold their property.—A proposal being made to include Anglican establishments, Mr. Gladstone replied that the inquiry already included all convents and monasteries, in whatever community.

May 3.—*Benefit Building Societies.*—A bill by Mr. Gourley was read a first time.

The *Attorneys and Solicitors Remuneration Bill* passed through committee.

May 4.—The *Women's Disabilities Bill.*—Mr. Jacob Bright moved the second reading. He said that if the bill passed into law, women being householders, paying rates, and having their names in the rate-book, would have votes in the election of members of Parliament for boroughs, and would also have votes for county members, if they were holders of houses in counties rated at £12 and upwards, or if they possessed any description of property now entitling men to vote for counties. The largest proportion of women among the municipal voters was Bath, where there was one woman to 3·8 men on the burgess-roll. The smallest proportion was in Walsall, where there was one woman to 22·9 men. In Bristol the proportion was one female to seven; in Manchester one to six; in Newcastle one to eight; and in York one to seven. The number of persons he now proposed to admit to the franchise was so small that there could be no apprehension but that the male sex would still be predominant. He advocated the claim on the ground of public justice. Something like an answer would be given to it if it could be shown that women did not bear some of the burdens borne by men; but such was not the fact. It would be said that women did not take a part in defending the country; and he replied that men were not bound to defend their country. The business of defence was voluntary with the men, and the women contributed to the public Exchequer some portion of the money which enabled the State to maintain men for its defence. Moreover, some women had performed services in the hospital, almost as necessary as those rendered in the camp, and women would ever be found ready for that kind of service. Great anxiety had always been shown by the men to possess the franchise, because they felt that they ought to have a control over the expenditure of the revenue which was raised by the taxes they were called on to pay, because the laws passed by Parliament affected the whole of the people, and because exclusion from the franchise was like a mark of moral inferiority. Was there any reason which men urged for possessing the franchise which did not apply with equal or greater force to the case of women? The married woman in this country was, according to the law, in the position of a negro in the Southern States of America before the Civil War. She had not the control of any portion of her property, nor the possession of one farthing of her earnings. Her husband, however unintelligent and worthless, had the absolute control of her and her money. What was the position of a woman who lost her husband? If he died intestate the law protected her, and gave her a certain portion of the income of his property. If he did not die intestate she was left to his justice and mercy. He did not deny that the majority of women were treated with fairness in that respect, but many cases might be cited of the contrary. He merely pointed to these inequalities, and reminded the House that they had been made by a section of the community, because the other section was entirely without influence. It required ten times the provocation a man required before a woman could obtain a divorce. A woman had no control over her children after they were seven years of age. The husband might take them from her. In April, 1866, Mr. Disraeli said: "I have always been of opinion that if there is to be universal suffrage women have as much right to a vote as men. A woman having property ought to have a vote in a county in which she may have manorial courts, and sometimes act as a churchwarden." He had a claim on the Liberal party. He asked not for liberality but justice. He did not believe the change would affect us in the balance of parties. Why, having given women municipal votes should they deny them the Parliamentary franchise? There was a very general movement in favour of the bill throughout the three kingdoms; witness the petitions presented in its favour.—Colonel Sykes, in supporting the bill, was not disposed to indulge in any sentimentalities with regard to women. The question was a practical one of property qualification. Women were just as capable of exercising the franchise as men, and had an equal right to it.—Mr. Scourfield queried whether the women of England wished for this privilege. He had endeavoured to collect some evidence on this point in an independent way. He had asked the question of many women, and the almost invariable answer he had received was that they would rather not have this privilege, as it was called, conferred upon them. They all knew how petitions were got up. The vocation of woman was a high one; nurtured under totally different circumstances from men, they made life endurable. At present their influence was most effective for good, but if they went into the same line of business as men there would be nothing to desire but the speedy consummation of Dr. Cumming's prophecy.—Mr. W. Fowler had shown he was not wanting in sympathy with women by the steps he had taken to amend laws which did them grevious injustice, but he was not prepared to require them to partake in the strife of political life. He did not deem it a disability that women had no power to vote; it was rather a privilege to be free from the obligation. Women could influence their husbands and brothers in political matters; indeed, their influence in this way was great already. And where was this question to stop? If women were endowed with the right to vote there was no reason why they should not be elected to sit in Parliament. And if single women were to have votes, why not married women also?—Sir C. Dilke said the opposition to the bill was really founded on a belief in the incapacity of women; but if a woman could be queen, could not she vote?—Mr. Beresford Hope observed that it was not fair to argue that because no petitions had been presented by women against this bill, that all women were, therefore, in favour of a measure of this kind, because to most women the very act of petitioning or engaging in any public matter of that kind was objectionable. If unmarried women were entitled to the franchise on account of the property which they possessed, it should equally follow that married women who held property to their own separate use were entitled to vote. And yet the supporters of this bill were not sufficiently consistent to extend the principle of the measure to that extent. If men's political privileges were shared by women, it should also follow that men's political burdens should be shared by them, and he would ask how the advocates of this measure would like to make women liable to serve on juries such as those which were accustomed to deal with the matters which came before Lord Penzance's Court for decision? It had been asked whether there was any reason why voting should be confined to those who wore one article of dress, while those who wore a different article should be debarred from the privilege, and he could perfectly understand the validity of such an argument if elections occurred exclusively in the Highlands. He believed that by enfranchising a few women they would be placing the few so enfranchised in an unenviable position, while by enfranchising the many they would, in questions where impulse, unreasoning theory, and sentiment were

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opposed to political economy, fail to get as business-like, calm, and judicial legislation as they did under the present system. —Dr. Playfair contended that all the supporters of this bill asked for was simply to give to the principle which was recognised in the municipal franchise and all other questions of citizenship its legitimate development, and to take women out of the list of incapable citizens, who, besides the female portion of our population, included none but idiots, lunatics, criminals, and minors. It was unwise that so much property as that which was possessed by single women in this country should be unrepresented. The world had benefited very much by the sympathies of women. He could not find any argument against the measure except the usual *laissez-faire* argument that the world had gone on very well without women taking part in politics, and why introduce them now. Women, it was said, did not want the franchise. It was quite true they had not pulled down Hyde-park railings but that a large number of them had demanded the suffrage in a constitutional way. Besides, it was the very imperfect education which women received that prevented them from seeing the importance of this question.—Sir G. Jenkinson supported the bill, not so much on the ground of the personal rights of women, as of the rights of property. He could not understand why women in the possession of property should be denied the exercise of the usual rights of property as far as having a voice in the representation of it went. Mr. Beresford had talked of the persecution women would undergo if they had votes. But his own experience was that women were as well able as men to meet persecution and to inflict it too. There was one higher ground on which he supported the motion. Women said that men monopolised all legislation, and that they themselves had no voice in the making of laws. That was a good reason why the House should not now ignore this appeal to the justice of the British Parliament.—Mr. Muntz observed that it was said, for example, that the position of women among us was like that of the slaves in the Southern States; but for his part he believed that the men were the slaves and the women the mistresses. But why should a ratepayer of many thousands a year be prevented from voting for a member of Parliament merely on account of a difference of sex?—Sir H. Croft inclined to agree with "Mr. Punch" that "those who are wanting women's rights are wanting women's charms."—Mr. Bruce would ask the House to delay the progress of this measure, because the question was too large to be settled off-hand, and it required mature consideration. If they gave women the right to vote for the election of members of Parliament, how could they refuse them the right, if otherwise qualified, of sitting in that House?—On a division, the second reading was carried by a majority of 124 to 91, and the committee fixed for Wednesday next.

The *Public Prosecutors Bill*.—Mr. Burke moved the second reading.—Mr. Rathbone said the provisions could be carried out without much expense to rate-payers. The Scotch system had not been adopted because it had been thought unadvisable to adopt in England any system which would throw on a Procurator Fiscal that work which the police and magistracy now did so well.—The Attorney-General agreed that this was a question of such magnitude and importance as might properly warrant its being dealt with by the Government, but the Government had so many measures in hand this session. The Government did approve the principle of the bill, though he did not commit himself to all its details. The system of public prosecutors was adopted in almost all continental countries, in America, and also to some extent in Ireland and Scotland, and thus there was made out a conclusive case in favour of supplying this great omission in the administration of the criminal law of this country. Many offences were not prosecuted at all, while others were only prosecuted inefficiently. There was, again, a class of cases which properly resulted in acquittals, and frequently occasioned actions for malicious prosecutions. Another class was that of collusive prosecutions or those in which witnesses were bought off or induced to leave the country. In another class the criminal law was abused for the enforcement of civil rights, but further, it frequently happened that a prosecutor cared very little about his case, and it was taken up by a policeman, who acted not only as the principal witness but also as the prosecutor. In its leading features this bill seemed to carry out the recommendations of the Committee of 1855, which had reported on this subject, but as there were in it some deviations the bill might be properly considered by a select committee. Personally, he should have been very glad if the superintendence of the department of public prosecutions could have been entrusted to anyone other than the Attorney-General, but if the office was imposed upon him he would endeavour to discharge the duties to the best of his ability.—Mr. Hibbert thought that the public prosecutors should be nominated by the local authorities.—Mr. Collins desired the same, provided the Lord Chancellor had a vote.—The bill was then read a second time.

The *Felons Property Bill* passed through committee.

The *Mortgage Debentures Act* (1865) *Amendment Bill* passed through committee.

May 5.—The *Irish Land Bill*.—Committee. Clause 3 resumed.—Sir J. Gray, at the request of Mr. Gladstone, withdrew his amendment creating a permissive tenant right, in order to move it subsequently as a substantive clause. Several other amendments having been proposed and negatived or withdrawn, the clause, as amended, was agreed to after a protest from Lord Elcho. Clause 4 (compensation for improvement).—Mr. Disraeli made and withdrew a proposal to limit the claim for compensation to improvements made twenty years before the making of the claim, instead of twenty years before the passing of the Act.—Mr. Kavanagh proposed to exclude from compensation reclamation of land and permanent improvements made twenty years before the Act. —The amendment was rejected by a majority of 230 to 184. —An amendment by Mr. R. Torrens to require that compensation shall not be given unless the improvement has increased the general value of the estate, was rejected by a majority of 225 to 156.—An amendment by Mr. Chaplin to omit the exception in favour of improvements made within two years after the passing of the Act, was rejected by a majority of 212 to 153.—Debate adjourned.

The *Beverley and Bridgwater Disfranchisement Bill* passed through committee, with the addition of a new clause, by Mr. Pemberton, providing that no person who may be prosecuted for bribery shall be disfranchised until or unless found guilty.

The *Norwich Voters Disfranchisement Bill* passed through committee.

The *Attorneys' and Solicitors' Remuneration Bill* was read a third time and passed.

IRELAND.

VICE-CHANCELLOR'S COURT.

May 2.—*In re Fortune's Trusts.*

The executors of the deceased had lodged in court a sum of £400, the amount of a legacy payable to a gentleman named Brennan, resident in England, who refused to execute a formal deed of release for the money, insisting that a simple receipt was sufficient. The executors persisted in requiring that he should execute a release, and pay the costs of it, amounting to £4 15s. 6d., and, as he still refused, stating that he did so on principle, and that he was quite willing to give the interest on the legacy, which would be nearly twice the amount in dispute, in charity to the poor of Waterford, the executors, after a long and angry correspondence, brought the money into court, under the Trustee Relief Act.

O'Hagan, Q.C., for Mr. Brennan, applied for an order declaring him entitled to the money in court, and his costs.

Harris, Q.C., for the executors, resisted the claim to costs.

The VICE-CHANCELLOR declared Mr. Brennan entitled to the amount lodged, with £7 for his costs.*

The temporary appointment of Mr. Horatio Mansfield, barrister-at-law, as deputy stipendiary magistrate of Liverpool, having continued for six months, ceased on the 30th April. The health of Mr. Stamford Raffles, the stipendiary magistrate, has been so far restored that he intends resuming his duties in the course of another week.

Mr. George Brett, solicitor, Town Clerk of Salford, has intimated that he intends to resign his office at the close of the present session of Parliament, in order to devote himself more fully to his private practice. Mr. Brett was certificated in Hilary Term, 1852, and is a member of the Incorporated Law Society and of the Solicitors' Benevolent Association.

* See also *Re Roberts' Trusts*, 17 W. R. 639.—ED. S. J.

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OBITUARY.

MR. W. READE.

Mr. W. Reade, barrister-at-law (formerly the owner of Alderholt-park, Dorset), died on the 30th April at his residence at Ringwood, Hants, aged sixty-five years. Mr. Reade, who graduated at Queen's College, Oxford, was called to the bar at Lincoln's-inn in June, 1831, and joined the Western Circuit. About nine years later he was appointed a Commissioner of Bankrupts for Bath and Wells, a post he held till the new law abolished his and similar commissionerships. He enjoyed the intimate friendship of many eminent leaders, several of whom became judges. He was one of the original members of the Reform Club, and up to this year a member of the Oxford and Cambridge Club.

MR. A. LYLE.

The death of Mr. Acheson Lyle, Q.C., of the Irish bar, took place at The Oaks, his seat near Londonderry, on the 26th of April, at the age of seventy-six years. He was the second son of the late Samuel Lyle, Esq., of The Lodge, co. Londonderry. He was born in 1795, and educated at Trinity College, Dublin, where he graduated B.A. in 1815. He was called to the bar in Ireland in Trinity Term, 1818, and for some years acted as Chief Remembrancer to the Court of Exchequer, and more recently was a master in the Irish Court of Chancery. This office he resigned in 1860, on being appointed, by Lord Carlisle, to be Lieutenant and Custos Rotulorum of the county of Londonderry. At the time this appointment caused some controversy in the House of Lords, but was defended by the Government of the day.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

At the monthly meeting, held at the Hall of the Incorporated Law Society, on Thursday, the 7th ult., a grant of £50 was made to the daughter of a deceased member, two sums were voted to the daughters of deceased non-members, the annual general court was fixed for the 19th of May, it was determined to hold a dinner for forwarding the interests of the Association during the present year, and other business was transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of the Solicitors' Benevolent Association was held at the Law Institution, London, on Wednesday last, the 4th inst.; Mr. W. Strickland Cookson in the chair. The other directors present were Messrs. Burton, Hedger, Haycock, Monckton, Smith, and Young (Mr. Eiffe, Secretary). A sum of £25 was granted in relief of necessitous non-members' families. Eight new annual subscribers were admitted members of the Association, and other general business transacted.

LAW STUDENTS DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 3rd of May, Mr. Hepburn in the chair, the question for discussion was No. 451. Legal:—A railway company conveys goods at mileage rates, subject to the condition that "the company will not be liable for any loss or damage to the goods, however caused." The goods are materially damaged in carriage, owing to the negligence of the company's servants. Is the above condition a good answer to an action against the company for damages for the injury to the goods? (17 & 18 Vict. c. 31, s. 7; *Simons* v. *Great Western Railway Company*, 18 C. B. 805, 2 C. B. N. S. 620; *Peek* v. *North Staffordshire Railway Company*, 11 W. R. 1023; *Allday* v. *Great Western Railway Company*, 13 W. R. 43; *Rooth* v. *North Eastern Railway Company*, L. R. 2 Ex. 173, 15 W. R. 695.)

Mr. G. W. Byrne opened the debate in the affirmative, and Mr. Russell in the negative. After a well-sustained discussion the question was decided in the negative by a small majority.

The Hon. Arthur G. Macpherson, a puisne judge of the High Court of Judicature in Bengal, left Calcutta on leave on the 15th of March, and has arrived in England.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Easter Term, 1870.

Names of Candidates.	To whom Articled, Assigned, &c.
Agar, Edward Larpent	George Burges
Anning, Edward James	Charles Baylis
Archer, Frank Brittin	Thomas Goodwyn Archer
Attenborough, John	Charles Edward Freeman
Barton, Walter May	Chas. Wright; John White
Beck, William Nash.....	Charles George H. Beck
Benson, Thomas George.....	Arthur C. Sharland
Bilbrough, James William...	John Henry Wade
Blashfield, Edward	John Gwynne James
Bottomley, James Alfred ...	Allan H. Owen
Bowman, George Robinson...	Richard Algernon Payne
Boyes, Wm. Osborn, LL.B.	James Pilgrim
Browne, Arthur	Messrs. Browne; Geo. Peter Allen
Bullmore, Ernest.....	William James Genn
Bunton, Edward Freston ...	William Gribble
Burd, William	John Marsh Burd
Caddick, Francis.....	Edward Caddick
Cardinall, Durrant Edward .	James Cardinall
Chamberlain, Vincent Ind, B.A.	Henry Foard Harris
Church, Alfred Frederic.....	William John Bruty
Cox, Henry Ponting	Edwin John Hayes
Crawford, Leslie	Henry Ray Freshfield
Curtis, William	Geo. M. Wetherfield; James P. May
Davis, William Samuel	George M. Salt
De Jersey, John Horman ...	Thomas Micklem; John H. Hearn
Dickinson, John, jun	James Brockbank
Dunnett, Charles James.....	Daniel Dunnett
Edgar, Robert Ashburn.....	Daniel Boote
Edwards, William Herbert	John Young
Faulkner, John Joseph	William Tomalin, jun
Francis, Thomas Dunkin ...	Henry Dunkin Francis
Frankland, James	Matthew Gray
Gilbert, John Wilson.....	John May Robberds
Graham, Thomas Edmund...	Thomas Hedges Graham
Greening, Joseph Robert ...	John Severn Bennett
Griffith, William Newling, B.A.	William Griffith; Charles Wilkin
Grove, John.....	Alfred Jones
Hardwick, Alfred Fuller.....	Robt. Faithful; Geo. Thos. Shaft
Hinchliff, Nathaniel	Frederick Moojen
Hindle, Frederick George ...	Charles Kendall
Hindmarsh, William Thos .	John Atkinson Wilson
Hubbard, George Robert ...	Kenrick Peck
Hubbard, Henry Seymour...	Charles Frederick Mayhew; Frederick Stanley
Jones, William Tom	John Cutts
Josselyn, George Francis ...	John Henry Josselyn
Langdon, George Frederic... Wellington	George Nelson
Lloyd, William, jun.....	William Lloyd
McMillan, Robert	Robert B. Peren
Mair, William	John Wright
Marriott, James Park	William Richard Holland
Marsden, Joseph Daniel, jun	Joseph D. Marsden; James William H. Richardson; James Heelis
Marshall, William Henry ...	William Marshall
Meggy, Andrew	Andrew Meggy
Mote, William.....	Edward Mote
Neale, Walter William	Richard Smith; Thomas Dewes
Norton, Edwin.....	John Henry Clifton; James G. Hobbs
Oerton, John Brawn	Samuel Wilkinson
Ould, Hugh Henry	Francis Parker
Owen, Henry, B.C.L.....	P. S. Coxe; Charles Bischoff
Peckham, Henry Robert.....	Robert Peckham; Richard Chandler
Pennington, Rooke	Matthew B. Wood
Phillips, Andrew Gibson ...	A. Phillips; Oscar A. Ullithorne
Phillips, William Henry.....	Thomas Heath

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Name of Candidate.	To whom Articled, Assigned, &c.
Potter, James	Thomas Henry Newbold
Proffitt, John	William Henry Duignan
Pugh, Wm. Augustus Richd.	Thomas Henry Chubb
Pyman, Henry Samuel	Frederick Jackson
Rooper, George Frederick ...	George Rooper
Shaw, Walter Hirst	Samuel F. Harrison
Smallpeice, Humphry Percy	Mark Smallpeice
Smith, Colin Mackenzie	Bernard Wake
Smith, Edward Thompson...	Joseph Beaumont
Smith, Henry Oke	Francis Edward Smith; (deceased) Fras. E. Smith
Smith, Joseph	James Slater
Smith, William Edward.....	William Gaisford; John Hayward
Stanton, John	Edward D. Stanton
Swinford, Daniel.....	Charles Dorman
Tarry, Thos. Wm. Golbourn	Joseph Maynard
Taylor, Leonard Wilson ...	Edward Lake Hesp
Tyacke, Joseph Walker.....	Thomas Phillips Tyacke
Tyerman, George Thomas...	Charles R. Tyerman
Vaughan, Augustus Miles...	Gerard C. Meynell
Vickers, Charles Edmond ...	Henry Vickers
Vining, Charles Portman ...	Messrs. Brittan; William Brittan
Walker, Alfred Booth.....	Hugh Walker
Walker, William.....	John Frederick Isaacson
Waller, Robert Pretyman ...	Edward M. Beloe; William G. Coulton; Robert Hart
Waller, William Thomas ...	William Henry Waller
Ward, James Trevelyan.....	Frederic Wadsworth
Ward, John Sandilands	Frederick William Remnant
Warr, Augustus Frederick...	William Gandy Bateson
Wilks, Montague Sargenson	Thomas Micklem
Wotton, William.....	Frederick Jas. Blake; Jas. J. Blake
Young, Herbert	William Blackman Young

CALLS TO THE BAR.

The undermentioned gentlemen have been called to the bar:—

MIDDLE TEMPLE.—Robert Anderson, B.A., Trinity College, Dublin, of the Irish Bar; Charles Delauney Turner Bravo, B.A., Trinity College, Oxford; Gerald Dyson Branson; Reginald Brown, LL.B., Trinity-hall, Cambridge; George Crispe Whiteley, B.A., St. John's College, Cambridge; John Richard Davidson, M.A., University of Edinburgh and Member of the Faculty of Advocates; William Norton, LL.B., Trinity-hall, Cambridge; the Hon. Thomas Charles Agar-Robartes, M.A., Christ Church Oxford; Thomas Morris Chester, and Peter Benemy, Esqs.

INNER TEMPLE.—John Duncan Inverarity, B.A., LL.B., Cambridge; William Pitt Metcalfe, B.A., Cambridge; John Warren Bakewell, Cambridge; James Cholmondeley Kaufmann, London; Charles Augustus Harold Black, B.A., Oxford; Edward Kirkpatrick Hall, B.A., Oxford; James Hume Dodgson, B.A., Cambridge; George Thomas Bailey Ormerod, B.A., Oxford; Gilbert George Kennedy, B.A., Cambridge; Oliver Henry Jones, B.A., Oxford; Philip Thomas Raleigh Hodges, LL.B., Cambridge; Samuel Barker, Oxford; Fairfax Rhodes, B.A., Cambridge; Cyril Flower, B.A., Cambridge; Henry Gordon Shee, Oxford; Francis Charles Gore; Montagu Somes Pilcher, B.A., Cambridge; Edward Thomas Baldwin, B.A., Oxford; Edward Baldock Stone; and Charles William Turner, B.A., Cambridge, Esqs.

LINCOLN'S-INN.—Henry George Kennedy, B.A., Cambridge; Charles Austin, Fellow of St. John's College, Oxford, M.A. and D.C.L.; Roger Gaskell, B.A., Cambridge; William John Courthope, B.A., Oxford; Leopold George Gordon Robbins, B.A., Oxford; Henry Sutton, B.A., Cambridge; Warenne Theodore Lionel Harries, B.A., Cambridge; Harry Arbuthnot Acworth; William Alves Raikes, B.A. and S.C.L., Oxford; and John Samuel Parkin, B.A., Cambridge, Esqrs.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. BOMPAS, Lecturer and Reader on Common Law and Mercantile Law—Monday, May 9, class A. Tuesday, May 10, class B. Wednesday, May 11, class C. —4.30 to 6 p.m.

Friday, May 13, lecture—6 to 7 p.m.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Trinity Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ALLEN, JAMES MASON—David William Heath, Nottingham; George L. P. Eyre, John-street, Bedford-row.

ARMITSTEAD, ROBERT WILLIAM—Thomas L. Rushton, Bolton-le-Moors.

ARNOULD, ALFRED HENRY—John Mitchell Marshall, Wallingford.

ASKEY, FREDERICK DAY—John Wintringham, Great Grimsby.

BARTON, WALTER MAY—Charles Wright, East Dereham; John White, 28A, Budge-row, Cannon-street.

BEAL, EDWARD WILLIAM—John Henry James, 62, Lincoln's-inn-fields.

BERNARD, EDWARD—John Frederick Bernard, 2, Great Winchester-street.

BEST, WILLIAM MARTIN—John George Thompson, Stockton-on-Tees.

BINTLIFF, CHARLES HENRY—John Bury & John Sudlow Manchester.

BLATCH, JAMES, JUN.—Thomas Goater, Southampton.

BOHM, WILLIAM—Thos. Gregory, 17 and 18, Clement's-inn.

BOULTON, CHARLES—Thos. Shepherd, Newbigin, Beverley.

BOYES, WILLIAM OSBORN—James Pilgrim, Church-court, Lothbury.

BUCHANNAN, ARTHUR.—George Buchannan, Whitby.

BULL, WALTER BEATY—William R. Bull, Newport Pagnell.

CALDER, FREDERICK WILLIAM—Richard Thomas Gratton, Chesterfield.

CATHERALL, EDWARD—Charles Gammon, 13, Barge-yard.

CLARKE, HERBERT HENRY—Frederick Robert Jones, jun., Huddersfield; Henry Booth Clarke, 14, Serjeants'-inn.

CROFTON, Henry Thomas—Frederick C. Hulton, Salford; George Johnson, 7, King's Bench-walk.

DANIEL, HENRY BEAUCHAMP—Alfred Cox, Bristol.

DAVIES, JOB—Henry Coldicott, Dudley.

FERGUSON, ALBERT SHENNAN—Thomas Holden, Bolton.

FIELD, EDWARD ATHOW—Edward Field, Norwich; Joshua P. Hill, 10, Great James-street.

FISHER, EDWARD TIMBRELL—Samuel Fisher, Merchant Taylors'-hall.

FISHER, GEORGE GREGG—George Dyson, Huddersfield.

FRIEND, ARCHIBALD GEORGE MACKENZIE—George Robins, 70, Lincoln's-inn-fields.

GARROOD, JESSE—Alfred Copland, Chelmsford.

HARRIS, ROBERT STANLEY—Stanley Harris, Barnet.

HARRISON, ALEXANDER, JUN.—Henry Hawkes, Birmingham.

HENSON, FREDERICK WILLIAM—Henry Cook, Kingston-upon-Hull; William Watson, Hedon-in-Holderness; Thomas Hudson, Kingston-upon-Hull.

HOWARD, GEORGE BRIGGS—Thomas B. Howard, Dudley; John P. Murrough, 11, Great James-street.

HUMBLE, MANSFELDT HERON—Austen, De Gex & Co., 4, Raymond-buildings; John Topham, Middleham.

HUNTER, WILLIAM—Richard S. Williams, Liverpool.

HUTCHINS, JOHN—Henry Bush, Bristol.

JONES, WILLIAM TOM—John Cutts, Chesterfield.

KIRBY, ALFRED OCTAVIUS—William Godden, 34, Old Jewry.

LASCELLES, EATON MONIUS—Arthur Hastings Lascelles, Narberth; Wm. G. George, Cardigan.

LATHAM, HENRY—John Latham, Congleton and Sandbach.

LEWIS, EDWARD DILLON—Edward Lewis; E. Tyrrell Lewis; and A. G. Breton, Great Marlborough-street.

LLOYD, WILLIAM, JUN.—William Lloyd, Ruthin.

LOMAX, JAMES—John Yates, Liverpool.

LOWNDES, EDWARD—John Hewitt, Manchester.

MAYER, FRANCIS CREED—William Keary, Stoke-upon-Trent.

MCQUEEN, GEORGE BREWIS—George Brewis; John G. Youll, Newcastle-upon-Tyne.

MORGAN, NICHOLL—Thomas T. Lewis, Bridgend.

MORLAND, WALTER HOLROYD—John T. Morland, Abingdon.

NAYLOR, FREDERIC WM. B.—Philip R. Falkner; Evelyn S. Falkner, Newark-upon-Trent.

NEALE, WALTER WILLIAM—Thomas Dewes, Coventry.

NEAL, THOMAS HENRY—Henry H. Burne, Bath.

NICOLL, WYKEHAM GEORGE—Joseph H. Stretton, Gray's-inn-square.

OERTON, FRANK—Thomas S. James, Birmingham.

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OATES, CHARLES HENRY HENRY—Charles M. B. Veal, Gt. Grimsby.
PARTINGTON, JOSEPH STORER—Thomas D. Goodman, Chapel-en-le-Frith; John A. Sharp, 1, Field-court.
PEACOCK, JOHN AFFLECK—Frederick J. Rhodes, Alford.
POTTER, JAMES—Thomas Henry Newbold, Matlock.
PRINCE, GILBERT JOHN—Richard D. G. Price, 20, Whitehall-place; Richard Clarkson, Calne.
RAVEN, HERBERT FENTON—William Norris, Manchester; Charles J. Allen. 20, Bedford-row.
REID, HENRY—Henry C. Margetts, Chatteris; Frederick Thomas Dubois, 3, Church-passage.
RICKETTS, LOFTUS HERBERT—James R. Bramble, Bristol.
RIDEAL, GEORGE—Thomas Southam, Manchester.
ROBERTS, OSCAR WILSON—John Harward, Stourbridge.
ROBINSON, RAISBECK WELFORD—John H. Bolton, 1 New-square.
ROGERS, WILLIAM—Charles William Potts, Chester.
SHAW, WALTER HIRST—Samuel F. Harrison, Wakefield.
SIMPSON, JOHN FLETCHER—David W. Heath, Nottingham.
SMILES, CLEMENT LOCKE—Charles William Moore, Tewkesbury.
STANTON, JOHN—Edward D. Stanton, Chorley.
STEPHENS, ADOLPHUS F. W.—Matthew S. Stephens, Chatham.
STEVENS, CHARLES BRIDGES—William W. Comins, 84, Great Portland-street.
STONE, EDWARD—Thomas Stone, 5, Finsbury-circus.
STUBBS, WILLIAM—William Hirst, Boroughbridge; Edward J. Layton, 2, Suffolk-lane.
SWIFT, WILLIAM—George Henry Eaton, Liverpool.
SWINFORD, DANIEL—Charles Dorman, Essex-street.
TEMPLER, CHARLES COPELAND—James Templer; Henry Augustus Templer, Bridport.
TONGE, GEORGE BROADRICK—John Foster, Great Driffield.
VERNON, JOHN—John Morris, 6, Old Jewry.
WALLER, WILLIAM THOMAS—William H. Waller, 2, Duke-street, Adelphi.
WARNER, RICHARD WESTON—Richard B. B. Cobbett, Manchester.
WARR, AUGUSTUS FREDERICK—William Gandy Bateson, Liverpool.
WHEELER, CHARLES HENRY—Samuel Francis Stone, Leicester.
WHIDBORNE, JOHN SUMNER—John Whidborne, Teignmouth.
WHITMORE, JOHN PESCOD—William Ditchman, 14, Gray's-inn-square; George N. Emmet, 14, Bloomsbury-square.
WILLIS, DAVID THOMAS—Frederic Willis, sen.; Frederic Willis, jun, Leighton Buzzard.
WILLIAMS, JOHN MORGAN—Hiram A. Owston, Leicester.
WRIGHT, FREDERICK ASHFIELD—John Newton, Leighton Buzzard.

Trinity Term, 1870, *pursuant to Judges' Orders.*

CARRUTHERS, JOSEPH—Sydney O. Husband, Liverpool; Thomas W. Barker, Liverpool.
CLARKE, JAMES FRANCIS—Francis F. Pearson, Kirkby Lonsdale.
COX, CHARLES HENRY—John Logan Grover, 4, King's Bench-walk.
HEARFIELD, JOHN GARNISS—John Hearfield, Kingston-upon-Hull.
HUXLEY, FREDERICK—Thomas L. Farrar, Manchester.
LISLE, HENRY CLAUDE—(No master's name, &c.)
LORD, THOMAS—Samuel R. Pattison, 50, Lombard-street.
MASON, GEORGE—Edward Nicolls. Callington.
MAUNDER, ROBERT HENRY WREFORD.
PASS, LEWIS—John Isaac Solomon, 28, King-street, Cheapside.
SHEFFIELD, FREDERICK—Thomas Needham Sheffield, 52, Lime-street.
SPINK, THOMAS—James Wood, Bradford.
STEVENS, GEORGE ALDEN—Henry Blake Miller, Norwich.

Trinity Vacation, 1870.

BOLSOVER, ROWLAND WILSON—John Robert E. Hunton, Stockton.
BOOCOCK, WILLIAM HENRY—Joshua F. Perkinton. Halifax.
BULLOCK, CHARLES—Josh. B. Bullock; Henry N. Capel, 9, Lincoln's-inn-fields.
BULMER, CLIFFORD CHARLES—Charles Bulmer, Leeds.
COSEDGE, HIRAM—Edward Worthington, 28, Milk-street.
DAY, FRANCIS JOHN—Thomas Floud, Exeter.
GUSCOTTE, THOMAS—Henry Downe Barton, Exeter; Philip Wood, 24, Bucklersbury; Joseph John Rae, 24, Chancery-lane.
HALL, CHARLES WELLBORNE—William E. Shirley, Doncaster.
HARE, GODDEN STYLES—George H. Edwards, Gresham-house.
HORNE, SAMUEL—William Shaen, 8, Bedford-row; Henry H. Field, Swansea.
INCE, JOHN—Henry J. Riches, 12, King's-bench-walk; John Turner, 61, Carey-street.
ISAACSON, WOTTON WARD—Charles Pidcock, Worcester.
LEWIS, EDWARD DILLON—Edward Lewis; Edward T. Lewis; Alexander G. Breton, 22, Great Marlborough-street.
PARTON, JOHN—Samuel G. Johnson, Faversham.
READ, ODDEN FREDERICK—James Read, jun., Mildenhall.
RUSTON, WM., JUN., William Ruston, sen., Brentford.
SEABROKE, GEORGE MITCHELL—Matthew H. Bloxam Rugby.
TARRATT, HENRY WORTHINGTON—John M. Davenport, Oxford; John V. Longbourne, 4, South-square.
TAYLOR, CHARLES THOMAS—Thomas Wilson, Preston.
WISE, FREDERIC JOHN—Frederick James Wise, March.
WOOLER, FREDERIC SYKES—Robert L. Rayner, Mirfield.
YORKE, CHARLES FRANCIS—Henley G. Smith, 4, Warnford-court; John P. Godfrey, 6, South-square, Gray's-inn.

COURT PAPERS.

ORDER IN CHANCERY.

Whereas by the 5th of the Consolidated Orders of this court, rule 6, it is provided that the Lord Chancellor may from time to time by special order direct the offices to be closed on days other than those mentioned in the first rule of the said order: And whereas Saturday the 28th day of May has been appointed for the celebration of her Majesty's birthday, and such event has been heretofore observed as a general holiday in the several offices of this court, his Lordship doth therefore order that the several offices of this court be closed on Saturday the 28th day of May, and that this order be entered and set up in the several offices of this court.

(Signed) HATHERLEY, C.

QUEEN'S BENCH.

This court will on Friday the 13th, and Saturday the 14th days of May instant hold sittings and will proceed in disposing of the cases in the new trial, special, and crown papers, and any other matters then pending and will give judgment in cases then standing for judgment.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM BOVILL, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Trinity Term, 1870.

IN TERM.

Middlesex.

Friday .....May 27 | Thursday ..... June 2
Thursday .... June 9

The Court will not sit in London during term.

AFTER TERM.

Middlesex.	London.
Friday .....June 17	Friday ..... July 1

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

Mr. Henry Pownall, chairman of the Middlesex magistrates, has resigned that office, in consequence of severe illness.

FOND OF THE COUNTY COURT.—A plaintiff at the Lambeth County Court a few days ago said he was suing his defendant for the twelfth time in three years. The plaintiff had let a small tenement three years at 3s. 6d. per week, and the whole of the rent has been paid through the court. A more extraordinary fact still was mentioned, namely, that so far as plaintiff knew the defendant had never made any use of the tenement whatever, and when applied to for rent his invariable answer was that he would pay no other way but through the Court. The plaintiff seemed highly amused at this mode of collecting his rent, as also were the judge and audience. Doubtless everybody appreciated the patriotism of a tax-payer who thus voluntarily pays taxes in the shape of court fees equal to the income tax on over £200 per annum.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 6, 1870.
From the Official List of the actual business transacted.

3 per Cent. Consols, 94	Annuities, April, '85
Ditto for Account, June 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92⅜	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '78	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅜
Ditto 5 per Cent., July, '80 113¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	42¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	127½
Stock	Great Southern and Western of Ireland	100	101¼
Stock	Great Western—Original	100	71½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	129½
Stock	London, Brighton, and South Coast	100	45
Stock	London, Chatham, and Dover	100	16¼
Stock	London and North-Western	100	126⅜
Stock	London and South-Western	100	91½
Stock	Manchester, Sheffield, and Lincoln	100	52
Stock	Metropolitan	100	75½
Stock	Midland	100	125½
Stock	Do., Birmingham and Derby	100	95½
Stock	North British	100	36½
Stock	North London	100	121
Stock	North Staffordshire	100	62
Stock	South Devon	100	47
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The transactions of the past week have been rather limited in all the markets, but the funds, though at one time they suffered a decline in price, closed at a recovery. Foreign securities have been somewhat flat. The new Japanese loan, which was so eagerly subscribed for, has fallen to a discount of 3½. Telegraph shares have gone down in the market, but the average of the general share market shows a slight improvement. In railways there is not much alteration, but Caledonians have experienced a fall in consequence of that company notifying the issue of a million of new ordinary stock at 70, payable by instalments, as well as one-third of that sum in debentures. These stocks, however, very soon began to recover.

At the annual meeting of the Sovereign Life Assurance Company, held on Thursday, it was stated that 458 policies, averaging £680 each, had been issued in 1869, assuring £311,250, and yielding a new premium income of £8,843.

The New York Life Insurance Company established in 1841, publishes an official certificate signed by the superintendent of the insurance department of the State of New York, vouching for the soundness of the company, and the integrity with which its business is conducted.

A meeting of the Law Amendment Society was held at the society's rooms, in Adam-street, Adelphi, on the 2nd inst., Mr. Mellish, Q.C., in the chair. The subject of consideration was the Lord Chancellor's High Court of Justice Bill. Mr. G. Hastings hoped a general meeting of the bar would be convened to consider the bill.—Mr. M. Chambers Q.C., could not recommend that course, his experience being that such meetings never produced any definite resolution. He was for an immediate legislation, leaving defects in the new system to be amended subsequently.—Mr. Quain, Q.C., said the particulars of a code of procedure could not be inserted in a bill, but the broad principles might.—The chairman said there could be no doubt as to the necessity of effecting the substance of the reforms recommended by the Judicature Commissioners. The difficulty would be in the particulars, not the broad principles. The whole gist of the matter lay in the framing of a code of procedure, but he did not see why the bill should not pass this year, not to come into operation till 1871, a properly paid commission being appointed to frame a code of procedure by that time. If Parliament approved the code, they could appoint a body, of judges or others, to amend it from time to time. He deprecated the passing of the bill in its present form; it contained some sections unlike anything he had ever seen in any Act of Parliament. He thought a system of procedure should be framed before the Act was finally passed.—In conclusion, the meeting passed a resolution expressing a general approval of the bill.

MIDDLE TEMPLE.—The Benchers have published an "order of Parliament," made during the present term, with regard to the annual payment for "duties" by the members of this society. There has been great difficulty in collecting the annual payment of £1 from the large number of gentlemen who do not practice, and in many cases have been called to the Bar without any intention of prosecuting their profession. It has, therefore, been determined by the Benchers that every member of the society who, after Trinity Term, 1870, is called to the Bar, or takes out a certificate to practice under the Bar, shall pay down a sum of £12, in place of the yearly charge for "duties." An amendment has also been made in the "order of Parliament" of the 2nd of June, 1865, with the view of permitting any member who now wishes to pay a sum in commutation of "duties" to do so on payment of £12 less 5s. for every year from the date of his call, or from three years after his admission. No commutation, however, is to be made for less than £5. —*Times.*

ESTATE EXCHANGE REPORT.

AT THE MART.

April 28.—By Messrs. BEADEL.

Freehold plot of land, with stabling thereon, situate in the rear of the Bull Inn, Aldgate. Sold £2,900.

By Messrs. DENT & SON.

Leasehold residence, No. 15, Perth-road, Stroud-green-road, Hornsey, annual value £40, term 9 years from 1868, at £6 10s. per annum. Sold £340.

Leasehold house, No. 16, Jubilee-place, King's-road, Chelsea, let at £22 per annum, term 79 years from 1810, at £5 per annum. Sold £155.

April 29.—By Mr. GEO. NEWMAN.

Leasehold eight residences, Nos. 443, 445, 447, 449, 451, 453, 457, and 459, Mile End-road, producing £348 per annum, term 33 years unexpired, at £56 per annum. Sold £2,255.

May 2.—By Mr. W. BROWN.

Freehold Estate, known as "Welpley-hill Farm," situate in Chesham, Bucks, and Northchurch, Herts, containing farmhouse, two homesteads, &c., and 180 acres of land. Sold £8040.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DALBY—On May 3, at 11, Strathmore-gardens, Kensington, the wife of R. D. Dalby, of Lincoln's-inn, barrister-at-law, of a son, stillborn.

MILLER—On May 6, at Clonard, Watford, the wife of Alexander Edward Miller, Esq., barrister-at-law, of a daughter.

THORNTON—On May 2, at 5, Upper Portland-place, the wife of R. N. Thornton, Esq., barrister-at-law, of a son.

MARRIAGES.

ADCOCK—MOSELEY—On May 3, at St. Mark's, Tollington-park, Poland Adcock, Esq., solicitor, to Mary Ellen, eldest daughter of the late Robert Moseley, Esq., of Tollington-park, London.

BATTISHILL—CORNISH—On May 3, at St. Mary the Virgin's, Oxford, William John Battishill, solicitor, Exeter, to Rose Augusta Mary, youngest daughter of the late Capt. F. W. Cornish, of Gatcombe House, Totness, Devon.

CLABON—WIGAN—On April 28, at the parish church, East Malling, Kent, John Moxon Clabon, of St. George's-terrace, Regent's-park, and Great George-street, Westminster, Esq., to Jane Lewis, only surviving daughter of the late John Alfred Wigan, of Clare House, East Malling, Esq., J.P.

COOPER—HEATON—On April 27, at St. Paul's, Kersal, near Manchester, William Cooper, of Liverpool, attorney-at-law, to May, eldest daughter of Thomas Wood Heaton, of Manchester.

FOOKS—STEPHENS—On April 28, at the parish church, Finchley Wm. Cracroft Fooks, LL.B., barrister-at-law, to Catherine, second, daughter of the late Henry Stephens, Esq., M.R.C.S., of Grove House, Finchley.

NIXON—WILSON—On May 4, at the British Embassy, Paris, Charles J. Nixon, of the Middle Temple, barrister-at-law, to Elizabeth Kate, youngest daughter of Benjamin Wilson, of Bank House, Mirfield.

ROBERTS—MORRELL—On April 27, at the parish church, Leyland, Alfred William Roberts, solicitor, to Catherine Anne, daughter of John Morrell Esq., Beech Villa, Leyland, Lancashire.

ROGERS—GWYNNE—On April 23, at St. Michael, East Teignmouth, Devon, Arundel Rogers, Esq., of the Inner Temple, barrister-at-law, to Ellen, daughter of the late Lawrence Gwynne, Esq., LL.D., of Lincoln's-inn, barrister-at-law, and of Cambrian, Teignmouth, Devon.

DEATHS.

GIBSON—On May 2, Mr. William Admiral Gibson, of 2 and 3, Abchurch-yard, solicitor, aged 29.

KNIGHT—On April 25, at Richmond, Surrey, Thomas John Knight, Esq., formerly Attorney-General and Q.C. of Tasmania.

READE—On the 30th ult., at Ringwood, after a lingering illness, William Reade, Esq., M.A., barrister-at-law, aged 65.

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BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, April 29, 1870.

UNLIMITED IN CHANCERY.

Alfred Average Association for British, Foreign, and Colonial Built Ships.—Vice-Chancellor Malins has fixed May 9, at 12.30, at his chambers, 3, Stone-buildings, Lincoln's-inn, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

International Land Credit Company (Limited).—Petition for winding up, presented April 27, directed to be heard before Vice-Chancellor James on Saturday, May 7. Townsend & Co, Princes-street, Storey's-gate, Westminster, solicitors for the petitioners.

Merryfield Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated April 22, ordered that the winding up of the above company be continued. Few & Co, Henrietta-street, Covent-garden, solicitors for the petitioner.

Photo-Relief Printing Company (Limited).—Vice-Chancellor Malins has, by an order dated April 21, ordered that the winding up of the above company be continued. Keighley, Ironmonger-lane, solicitor for the petitioner.

TUESDAY, May 3, 1870.

UNLIMITED IN CHANCERY.

Medical Invalid and General Life Assurance Society.—Creditors residing in Scotland or Ireland, or in Europe, are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to John Young, of 16, Tokenhouse-yard. Friday, July 22, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Anglo-Moravian Hungarian Junction Railway Company (Limited).—Vice-Chancellor Stuart has, by an order dated April 22, ordered that the above company be wound up. Watkin, Abingdon-street, Westminster, solicitor for the petitioner.

Burnley Spinning and Weaving Company (Limited).—The Master of the Rolls has, by an order dated April 27, appointed Robert Ingram Johnson, of Burnley, to be official liquidator. Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, June 6, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Caterham Gas Company (Limited).—The Master of the Rolls has fixed May 9, at 11, at his chambers, for the appointment of an official liquidator.

Danderwen Slate Company (Limited).—Vice-Chancellor Stuart has, by an order dated April 22, ordered that the above company be wound up. Bennett, Furnival's-inn, solicitor for the petitioner.

London Depository Company (Limited).—Vice-Chancellor James has, by an order dated April 23, ordered that the above company be wound up. Abrahams & Roffey, Old Jewry, solicitors for the petitioner.

Monarch Insurance Company (Limited).—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick Maynard, of Old Broad-street. Thursday, June 9, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Photo-Relief Printing Company (Limited).—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to William Nutt Field, of Abchurch-chambers, Abchurch-yard. Wednesday, June 8, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved

FRIDAY, April 29, 1870.

Backwell Friendly Society, George-inn, Backwell, Somerset. April 25.
Rocester Friendly Society, Red Lion Inn, Rocester, Stafford. April 25.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 29, 1870.

Green, Robert, Brandon, Suffolk, Merchant. June 1. Ridgway v Cory, V.C. Stuart. Chamberlin, Gt Yarmouth.

Howard, Ralph, Stockport, Chester, Solicitor. May 26. Howard v Howard, M.R. Johnstone, Stockport.

Johnson, Mary, Hereford, Widow. May 31. Jennings v Cole, V.C. Stuart. Humfrys & Son, Hereford.

Jubb, Joseph, Batley, York, Cloth Manufacturer. May 20. Suthers v Jubb, V.C. Malins. Watts, Dewsbury.

Stead, Wm, Menston, York, Farmer. May 27. Stead v Hardaker, V.C. Malins. Hartley, Otley.

Taylor, Robt Chas, Campbell-ter, Bow-rd, Gent. May 28. Halsey v Donne, V.C. Stuart.

Taylor, Susannah Sandham, Bromley, Middx, Widow. May 26. Dunstan v Halsey, V.C. Malins. Burn, Gresham-street.

Thompson, Richd, Weld Bank, nr Chorley, Lancaster, Esq. June 1. Belaney v Ffrench, V.C. James. Hensman & Nicholson, College-hill, Cannon-st, West.

Next of Kin.

Johnson, Mary, Hereford, Widow. May 31. V.C. Stuart.

TUESDAY, May 3, 1870.

Alexander, Abraham, Leamington Priors, Warwick, Gent. June 2. Smith v Collisson, V.C. Malins. Whyte & Co, Bedford-row.

Barclay, Geo John, Mitcham, Surrey, Esq. May 14. Barclay v Austin, V.C. James. Ingle & Co, City Bank-chambers, Threadneedle-street.

Cartwright, John, Birmingham, Ironfounder. May 30. Cartwright v Cartwright, M.R. Rowlands, Birm.

Fergusson, Wm, Hedon-in-Holderness, York. May 26. Rennardson v Ingleby, V.C. Stuart. Park, Hedon.

Kernick & Bowring, Cardiff, Glamorgan, Chemists. May 14. Kernick v Bowring, V.C. Stuart. Morris, Cardiff.

Magrath, Andrew Nicholson, Cambridge-ter, Hyde-park, M.D. May 27. Magrath v Morehead, V.C. James. Cox, Cloak-lane.

Mason, Wm Wormald, Caunton, Nottingham, Esq. June 1. Mason v Lamb, V.C. James. Newton, Newark-upon-Trent.

Robins, Wm Lewen Tugwell, St Peter's-sq, Hammersmith, Gent. June 10. Goodwin v Whitfeld, V.C. Stuart. Baxter & Co, Victoria-st.

Rooker, Wm Yates, Farleigh-villas, Pembury-road, Lower Clapton, Clerk. May 28. Rooker v Rooker, V.C. Malins. Capron & Co, Savile-place, New Burlington-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 29, 1870.

Barton, Samuel, Strand, Outfitter. June 15. Child, Paul's Bakehouse-ct, Doctors'-commons.

Bennett, Caroline, Nottingham, Spinster. May 30. Everall, Nottingham.

Cole, Mary Jane, Devonport, Devon, Widow. June 24. Mogg, Devonport.

Creswell, Jane, Melford, Suffolk, Widow. May 12. Andrews, Sudbury.

Dando, Helen, Hulme, Manch, Spinster. June 9. Lomas, Manch.

Elson, Joseph, & Sarah Elson, Nuneaton, Warwick, Grocers. June 15. Dewes & Burgess, Nuneaton.

Greaves, Benj, Worksop, Notts, Cattle Dealer. July 1. Branson & Coulson, Worksop.

Hammersley, Benj Joseph, High-st, Islington, Licensed Victualler. May 21. Nash & Co. Suffolk-lane, Cannon-st.

Hopley, Sarah, Whitchurch, Salop, Widow. July 1. Jones, Whitchurch.

Jones, Anne, Dolgelley, Merioneth, Spinster. June 3. Venning & Co, Tokenhouse-yard.

King, Joseph Pickard, Emsworth, Hants, Shipowner. June 30. Stening, Emsworth.

Livsey, Joel, Woolfold, Lancaster, Gent, June 29. Guest, Manch.

Pentland, John, Old Kent-rd, Licensed Victualler. June 1. Cronin, Southampton-row.

Reynolds, Lucy, Cheltenham, Gloucester, Spinster. July 1. Gwinnett & Co, Cheltenham.

Richards, Benj, Stourbridge, Worcester, Harness Maker. May 25. Pearman & Gould, Stourbridge.

Shaw, Charlotte Susannah, York-st, Portman-sq, Spinster. May 31. Emslie & Co, Leadenhall-st.

Taylor, Thos, Finchley, Licensed Victualler. July 1. Hammond, Furnival's-inn.

Townsend, Joseph, Lawn Hall, Essex, Gent. May 30. Wade & Knocker, Dunmow.

Walker, Susannah Jane, Southampton-st, Strand. May 31. Willoughby & Cox, Clifford's-inn.

Way, David, Freshwater, Isle of Wight, Gent. May 31. Eldridge & Son, Newport.

Wilby, Charlotte, Wortham, Suffolk, Widow. July 1. Brook, Diss.

Wilby, Simon, Wortham, Suffolk, Gent. July 1. Brook, Diss.

Williams, Rev Rowland, Broadchalke, Wilts, D.D., Vicar. June 1. Upton & Co, Austinfriars.

TUESDAY, May 3, 1870.

Arrowsmith, Charles Wm, Southgate-villas, Colney-hatch. June 1. Fisher, Doughty-st.

Bartlett, Geo, Melcombe Regis, Dorset, Gent. June 4. Howard, Melcombe Regis.

Bromley, Arthur, Teddington, Middlesex, Esq. June 10. Hodgson, Salisbury-st. Strand.

Cannam, Eliz, Ball's-pond-rd, Widow. June 4. Hughes & Son, Bedford-st, Covent-garden.

Cannam, John, King-st, Covent-garden. June 4. Hughes & Son, Bedford-st, Covent-garden.

Chaston, Edward Alfred, Park-st, Camden-town. May 30. Millman, Southampton-bldgs, Chancery-lane.

Clissold, Thos, Weston-super-Mare, Somerset. July 12. Kearsey, Stroud.

Cobbett, Isabella Eliz, Brighton, Sussex, Widow. May 31. Fitch, Craven-st, Strand.

Crawford, Hy, Gorton, Lancaster, Boot Manufacturer. May 31. Porter & Knight, Manch.

Finch, Edward, Edwards-sq, Kensington, Esq. June 18. Ravenscroft & Hills, Gt James-st, Bedford-row.

Fox, Geo, Fore-st, Coffee-house Keeper. May 23. Merriman & Co, Queen-st, Cheapside.

Graham, Mary, Carlisle, Spinster, July 1. Wright, Carlisle.

Hotchkys, Bertha Caroline, Hanham, Gloucester, Spinster. June 1. Tuson, Ilchester.

Hotchkys, Chas Hy, Cheltenham, Gloucester, Esq. June 1. Tuson, Ilchester.

King, Wm, Canonbury-park, Surveyor. June 11. Theobald, Furnival's-inn.

Lindsay, John Wm, Chorlton-on-Medlock, Manch, Tailor. July 8. Addleshaw, Manch.

Llewellin, Rev John, Wiveliscombe, Somerset, M.A. May 17. Llewellin, Builth.

Lockley, Jane, Muxton, Salop, Spinster. June 24. Fisher & Hodges, Newport.

Lookyer, Caroline, Penzance, Cornwall, Spinster. July 1. Borlase & Milton, Penzance.

Miller, Jane, Queen-st, Brompton, Spinster. June 4. Dommett, Gutter-lane, Cheapside.

Pescock, Thos, Burton-st, Eaton-sq, Machinist. June 24. Duffield & Bruty, Tokenhouse-yard.

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Phillips, John Geo, Carmarthen, Captain, R.N. June 30. Barker, Carmarthen.
Scholes, Wm, Bolton-le-Moors, Lancaster, Butcher. July 8. Addleshaw, Manch.
Shakespear, Geo, Llanstephan, Carmarthen, Esq. June 30. Barker, Carmarthen.
Tuson, Rev Geo Baily, Hanham, Gloucester. June 1. Tuson, Ilchester.
Whalley, Rev David, Nottingham. July 1. Clarke & Co, Nottingham.
Willes, Prudence, Bath. June 1. Tuson, Ilchester.
Windham, Sir Chas Ash, Montreal, Canada, Knight. Aug 31. Field & Co, Lincoln's-inn-fields.
Wood, Fredk, Gainsborough, Lincoln, Solicitor. June 1. Coverdale & Co, Bedford-row.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 3, 1870.

Humphreys, John Geo, Holloway-rd, Islington, Ironmonger. March 30. Comp. Reg April 29.
Laars, Simon Hyman, St Leonard's-ter, Maida-hill, Draper. April 2. Asst. Reg April 29.

Bankrupts.

FRIDAY, April 29, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hime, Chas Fredk, & Robt Gibsone Anthony, Mincing-lane, Cotton Brokers. Pet April 27. Roche. May 14 at 12.
Shafto, Robt C. Duncombe, Cromwell-houses, South Kensington, Gent. Pet April 26. Pepys. May 10 at 1.
Turner Wm Thos, Howard-rd, South Hornsey, Builder. Pet April 26. Brougham. May 13 at 1.

To Surrender in the Country.

Armstrong, Wm, & Saml Walter Rowse, Plymouth, Devon, Wholesale Grocers. Pet April 13. Pearse. East Stonehouse, May 11 at 11.
Barnes, Thos, & Jas Barnes, Accrington, Lancashire, Manufacturers. Pet April 25. Bolton. Blackburn, May 11 at 11.
Brett, Chas, Bilston, Stafford, Draper. Pet April 26. Brown. Wolverhampton, May 11 at 3.
Brown, Geo, sen, Gressenhall, Norfolk, out of business. Pet April 27. Palmer. Norwich, May 12 at 12.
Douglas, John, & Martin Douglas, Sunderland, Durham, Rope Manufacturers. Pet April 27. Ellis. Sunderland, May 11 at 11.
Harnden, Hy, & Geo Wm Whiddon, Salcombe, Devon, Shipwrights. Pet April 27. Pearce. East Stonehouse, May 11 at 11.
Harvey, Wm White, Aston New Town, Birm, out of business. Pet April 25. Chauntler. Birm, May 20 at 10.
Heslop, E. S., Sale, Cheshire, Comm Agent. Pet April 21. Kay. Manch, May 12 at 9.30.
Hudson, Heron, Wolverhampton, Stafford, Traveller. Pet April 26. Brown. Wolverhampton, May 11 at 12.
Jackson, Wm Hy, Coleford, Gloucester, Chemical Manufacturer. Pet April 14. Roberts. Newport, May 11 at 10.30.
MacDowell, John, Penryn, Cornwall, Innkeeper. Pet April 26. Chilcott. Truro, May 14 at 12.
Mason, Isaac, New Pits, nr Tredegar, Monmouth, Innkeeper. Pet April 25. Shephard. Tredegar, May 13 at 2.
Michelson, Wm, Spanby, Lincoln, Farmer. Pet April 22. Staniland. Boston, May 10 at 10.
Morse, John, West Dean, Gloucester, Coal Haulier. Pet April 27. Roberts. Newport, May 11 at 11.
Parsons, Geo, Northampton, Shoe Manufacturer. Pet April 25. Dennis. Northampton, May 11 at 10.
Pearson, Wm, Kingston-upon-Hull, Bricklayer. Pet April 26. Phillips. Kingston-upon-Hull, May 9 at 11.
Rudd, Thos, South Shields, Durham, Ironmonger, Pet April 13. Mortimer. Newcastle, May 10 at 11.
Tubb, Richd, Lpool, Organ Builder. Pet April 25. Hime. Lpool, May 10 at 2.

TUESDAY May 3, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cheeseman, Joseph Winchep, Plaistow, Essex, out of business. Pet April 28. Murray. May 16 at 11.
Courtenay, Edwd Baldwin, Ryder-st, St James's-st. Pet April 29. Spring-Rice. June 2 at 11.
Harris, John, Goldsworthy-pl, Rotherhithe, Carpenter. Pet April 29. Murray. June 2 at 1.
Heiestad, Jacob Pederson, Water-lane, Ship Broker. Pet April 28. Roche. May 17 at 11.
Sands, Jas Isaacks, Gt Mitchell-st, St Lukes, Pawnbroker. Pet April 29. Spring-Rice. May 26 at 1.
Sharpe, Thos, Throgmorton-st, Wine Merchant. Pet April 29. Murray. May 18 at 11.

To Surrender in the Country.

Blything, Chas, Openshaw, nr Manch, Grocer. Pet April 29. Kay. Manch, May 19 at 10.
Corrie, Alex Affleck, & John Kirkpatrick Corrie, Lpool, Grocers. Pet April 30. Hime. Lpool, May 16 at 2.
Dawson, Benj, Almondbury, Huddersfield, Plush Cutter. Pet April 28. Jones, jun. Huddersfield, May 9 at 11.
Eagles, Wm Ezra, Kingsbury, Bucks, Saddler. Pet April 29. Watson. Aylesbury, May 23 at 4.
Lee, John, Newsham, Northumberland, Grocer. Pet April 28. Mortimer. Newcastle, May 14 at 11.30.
Wilson, Margaret, Ulverston, Lancashire, Shipwright. Pet April 28. Postlethwaite. Ulverston, May 18 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, April 29, 1870.

Brown, Chas, Burn Town, nr Tavistock, Devon. Farmer. April 27.
Bowden, John, & Saml Waldron, Plymouth, Corn Merchants. April 27.
Fowler, Geo Thos, Queen's-row, Walworth, House Painter. April 25.
Hitchin, John, & Hy Hitchin, Sneinton, Nottingham, Lace Makers. April 25.

TUESDAY, May 3. 1870.

Balles, Jas, Southgate-rd, Wood-green, Tottenham, Journeyman Cabinet Maker. April 20.
Harverson, Apelles, Blackman-st, Borough, Glass Merchant. April 29.
Thompson, Joseph, Bristol, Mason. April 29.

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State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Table Forks, per doz.....	1 10 0 and 1 18 0	2 4 0	2 10 0
Dessert ditto	1 0 0 and 1 10 0	1 12 0	1 15 0
Table Spoons	1 10 0 and 1 18 0	2 4 0	2 10 0
Dessert ditto	1 0 0 and 1 10 0	1 12 0	1 15 0
Tea Spoons	0 12 0 and 0 18 0	1 2 0	1 5 0

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The Solicitors' Journal.

LONDON, MAY 14, 1870.

THE CRIPPLED STATE of the Court of Appeal in Chancery seems, if we may judge from sundry observations which have lately appeared in the public papers, to have at last attracted the notice of the public, and we may, perhaps, reasonably hope that something will at no distant period be done to remedy the evil. As soon as it became definitely know that the Government did not intend to fill up Lord Justice Selwyn's place, we pointed out the inconveniences which might be expected to result from so ill-advised a parsimony, but the *Times* and the Chancellor of the Exchequer were too strong, and "the saving of £6,000 a-year" a bribe too great, and accordingly the claims of the suitors in equity have been unheeded.

Now it turns out, as we understand, that this saving is, without legislative interference, purely imaginary; that Lord Justice Selwyn's successor will be entitled to his salary as from Lord Justice Selwyn's death; and that all that the Government will have gained by keeping the court for the best part of the legal year in a state of inefficiency will have been the right to hand over to the fortunate individual upon whom they may eventually confer the vacant office nine months' salary (£4,500), for which he will have done exactly nothing.

The Appellate Jurisdiction Bill, if it should pass into law, would save them from this difficulty, because by that bill no new Lord Justice is to be appointed, and the salary of the Judge of Appeal to be appointed at once under its provisions to do the work of a Lord Justice would of course commence only from his appointment. Our readers can therefore easily comprehend, first, that the Government is especially anxious to carry the bill in question without delay (and therein, on totally different grounds, they have our best wishes); and secondly, that so long as there is any reasonable hope that the bill will become law in the course of this session no new Lord Justice will be appointed.

We believe that, if the bill should eventually be withdrawn, no further time will be lost in filling up the vacancy.

THE PARLIAMENTARY ELECTIONS (BALLOT) BILL, which has been introduced into the House of Commons, is important, not only as a political measure, but also in its effect upon election law. To discuss its political merits or demerits scarcely comes within our province, but the details of the measure and the machinery by which its objects are to be effected will have a special interest to our readers. The bill not being as yet printed, we cannot now do more than draw attention to a few points. It is proposed that the ballot shall be taken in such a manner as to admit of a subsequent scrutiny. This is to be done by means of a number on the counterfoil of the voting paper. It is certainly important that there should be some means of checking the result declared by the returning officer, as without it there would be constant doubts as to the fairness of the proceeding. We do not imagine, however, that scrutinies properly so called are likely to be very frequent. It will be remembered that at the last general election though a scrutiny was prayed for in several petitions, there were only about three cases in which it was really gone into. If we understand the scheme rightly, the public or at all events, the candidates and their agents will be able, after the election, to inspect the voting papers so as to see that the numbers for each candidate are correctly entered, and also to see the list of electors who have received voting papers and have voted. They will not, however, be allowed to see the counterfoils by which the papers of particular voters are identified. The result is that upon a scruitny the candidates would have to object to the votes of persons whose votes they believe themselves able to show to be bad, without knowing for certain which way they have voted. The class of persons who vote without a right to do so, and whose votes can be struck off on a scrutiny, are exactly the class whose statements as to the manner in which they had voted, would not be very reliable. Thus the difficulties which at present exist to hinder a defeated candidate from obtaining a seat upon a scrutiny, would be increased and not diminished. The cases in which scrutinies are now usually successful are those in which some one wholesale objection applies to a large number of voters, such, for instance, as the second Bewdley petition in 1869. In such cases, under the present system, the manner in which the voters have voted being known, it can now be seen beforehand that if a favourable decision on the one point can be obtained, it will turn the election. But with the secret system this can never be known, so that a scrutiny will be even more of a speculation than it is at present, and so expensive that it is not likely to be often resorted to. There is, however, one new point which will arise, and that is as to the reception or rejection of voting papers. No person who has not actual experience in such matters can tell what mistakes are made by persons such as constitute a large proportion of our voters in filling up the simplest form. The plan proposed is that the voter shall simply have to strike out the names of those for whom he does not vote, leaving in the names of one or more candidates not exceeding in number the number for whom he has a right to vote. This certainly is simple enough in theory, but we venture to think that in practise numerous mistakes will be made, especially when it is remembered that the act is to be done in secret, and that no assistance can be given to the voter. It is probable that one of the results of the new system will be that more candidates will go to the poll than heretofore, and that will, of course, increase the voter's difficulty. Of course, objections to the voting papers will be patent to the candidate's agents, and we imagine that if the Government bill passes the scrutinies of the future will principally be brought where objections can be taken to the reception or rejection of voting papers by the returning officer.

THE MARRIAGE WITH DECEASED WIFE'S SISTER BILL passed through committee last week, and will, in all probability, be soon forwarded to the House of Lords, whence it has already been ejected four times, though by lessening majorities. There being no Scriptural prohibition of such marriages, the question remains one of mere expediency. As a legal journal we feel it our province to treat of parliamentary measures rather from the jurist's than the political economist's point of view—to comment on changes in the practical rules and machinery by which justice is to be administered, rather than to criticise the abstract merits of legislative changes at large. Yet we cannot forbear from adding our voice to the yearly increasing multitude which urges the expediency of this reform. We have perused attentively from time to time the arguments which its opponents have advanced, but we have met with nothing which we could imagine a reasonable man advancing seriously. Where a married sister is dead and the husband and the surviving sister desire to renew the tie, it will be a boon to enable them to do so; it is said, however, that the possibility of such a union will estrange the parties dur-

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ing the wife's lifetime, and after her death will either deprive the children of the care of their aunt, or turn the good aunt into a bad stepmother. These objections are very fanciful, and, we believe, that all people, women included, are much more sensible than the objectors apparently would admit them to be; nor can we understand the principle on which it is supposed that the sister, who of all women in the world is likely to be a tender guardian for the motherless children, should become deteriorated and soured in consequence of the marriage, which makes it her express duty to care for them.

In the early Christian Church the feeling upon the subject of marriage seems to have bordered upon fanaticism. That a widower should marry was highly disapproved of, and that he should marry a third time was accounted simply abominable. Ecclesiastics being the first English lawyers, many strangely inconvenient restrictions were imported into the English law, which in process of time dropped simply from their inconvenience. The statute 28 Hen. 8, c. 7, however, into the history of which we need not now enter, forbad marriage with a deceased wife's sister, declaring such marriages to be "contrary to God's law;" the statute itself is repealed, but its declarations were repeated in the subsequent Acts of 28 Hen. 8, c. 16 and 32 Hen. 8, c. 38. It was still, however, the law that marriages within the prohibited degrees of both affinity and consanguinity were not actually void but merely voidable by sentence of an ecclesiastical court, and that only if the proceedings were begun during the lifetime of the parties. Lord Lyndhurst's Act, 5 & 6 Will. 4, c. 54, placed the law upon a different footing by enacting that no marriages made previously to that Act should be annulled for affinity, but that future marriages between prohibited degrees of affinity should be absolutely void. And in *Brook* v. *Brook* (9 H. L. 193), the House of Lords decided that as regards marriages contracted in foreign countries between persons domiciled in England, the *lex loci contractus* is binding only as regards the *solemnities* with which the marriage is to be celebrated, and not so far as to legalise a marriage between parties whom the English law has forbidden to intermarry.

Such being the short history of the matter, Mr. T. Chambers proposes (saving all questions relating to property which may depend on previous marriages, and saving all cases in which after the marriage with the deceased wife's sister either of the parties has lawfully married any other person) to authorise marriage with deceased wife's sister both *in futuro* and retrospectively. We are aware that our marriage law demands a thorough reconsideration *en bloc*, and we are in general decided opponents of piecemeal amendments. In this instance, however, we should prefer to have this change made at once rather than continue the present state of hardship for an indefinite period, though we do not see why marriage with a deceased husband's brother should not be legalised at the same time. While, however, we earnestly desire to see this alteration in the law, we cannot but disapprove highly of making it by a retrospective enactment. Just or unjust, the law is still the law: we must uphold it in practice, though we may amend it for the future. To sanction previous breaches of the law in the manner proposed by this bill cannot fail to have a most unsalutary influence, whether it be regarded as a precedent, or as an incentive to a small esteem of other prohibitions.

THE RECENT REDUCTION of the Government establishments eastward of London caused considerable numbers of people to remove, some to great distances. As these removals were preceded by want of employment, it is hardly surprising that many of these people left debts behind them. The tradesmen have been suing for their debts at the Greenwich and Woolwich County Courts, obtaining the leave of the registrar to send the summonses for service to distant places, as provided by the rules of practice, on the ground that the contracts arose within the district, or that the debtors had resided there within the last six months. Numbers of these debtors on receiving their summonses have written to the court complaining that they have been greatly overcharged, and also alleging that they are at the mercy of their creditors because they are unable to bear the expense of travelling long distances to defend the actions, some of them adding that loss of their newly-acquired employment would follow even a short absence from it. Some of the writers of the letters charge their creditors with having deliberately made overcharges in the belief that the distance of the debtors rendered defence impossible.

In a matter like this it is easier to see the hardship than to devise the remedy. Clearly the creditor is entitled, not only by the rules but by the natural justice of the case, to sue a removing debtor in the district in which the debt was contracted. Whatever compassion may be felt for persons suddenly and unexpectedly deprived of their livelihood, it is indisputable that the debtor who removes to a distance leaving unpaid debts behind him is not entitled to complain of the inconvenience of returning to look after his own interests. Still such circumstances afford a strong temptation to unprincipled tradesmen to swindle the defaulters by overcharges which they will probably be unable to resist, and it is very desirable that some remedy should be devised for this. We trust that the point may not be lost sight of in the county court reform bill now in preparation under the auspices of the Judicature Commission. Perhaps a variation of the existing rule which entitles a defendant to treble costs if he is sued again after judgment has been given in his favour, would meet such cases as those of the Greenwich fugitives. The variation might take something like this shape:—Where a summons is served out of the district of the issuing court and the defendant admits in writing a portion of the demand a certain number of days before the day of hearing, let him be entitled to treble costs unless the plaintiff makes out a case for more than the sum admitted. If the same principle, but with only the ordinary costs, were applied to all cases where part of a claim is admitted; and the defendant has not been summoned from a "foreign district," it would be a great check upon wilful overcharges.

IT SEEMS THAT AFTER ALL the Supreme Court of the United States are not going to re-open their decision against the validity of the "legal tender" Act. The appellate jurisdiction of the Supreme Court in such cases extends, as American law papers inform us, only to those cases in which the decision of the State Court is *against* the validity of the enactment. Therefore if any one of the "greenback" persuasion can induce one of the State Courts to give a decision in favour of the Act, there would be no appeal from such a ruling. Whether such a decision is possible after the solemn determination of the Supreme Court, is, of course, a matter on which we can form no opinion.

IN PARLIAMENT THIS WEEK there has been a sudden rush to the front by various measures all more or less interesting to our readers. Several of these we notice below. The Women's Disabilities or Parliamentary Franchise Bill was after all thrown out on the order for going into committee, and thus we are again relieved for the present from an, in our opinion, ill-advised measure. We shall notice next week the bill to restrain the sale of next presentations.

ON TUESDAY LAST THE Court of Queen's Bench pronounced sentence on the Bridgwater and Norwich bribery delinquents. Fennelly was sentenced to twelve months imprisonment and a fine of £1,000; Hardiment, already under sentence for bribery at a municipal election, was condemned to six months further imprisonment; Hulme, in consideration of his labouring under a cancerous disease, was not imprisoned, and received

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only a fine of £100. Of Dr. Kinglake's case the Court thought sufficiently favourable to inflict nothing heavier than a fine of £200. The Lord Chief Justice availed himself of the opportunity of stating that the Court would deem it its duty to subject offenders convicted of future bribery to the most degrading and humiliating form of punishment by refusing to class them as first-class misdemeanants.

The feeling of the legal profession is that these sentences are not one whit too severe. When all classes unite in regarding bribery not only as a crime but as a degrading offence which stamps the offender as contemptible, far more will have been accomplished than can ever be hoped for from the ballot or any other scheme; and nothing will more quickly convince people that the offence is low and degrading than seeing convicted criminals subjected to a low and degrading punishment.

THE COUNCIL OF LAW REPORTING have issued their annual report, from which we are glad to learn that their financial position has much improved. We demur to the statement that the digest lately published has been "found extremely useful to the profession;" the common opinion which has reached our ears being that it is next to impossible to find anything in it.

THE LORD CHIEF JUSTICE ON THE JUDICATURE BILLS.

Lord Chief Justice Cockburn has addressed to the Lord Chancellor a letter on "Our Judicial System," which, though written apparently in his own name alone, must be taken, we apprehend, as embodying the objections of the common law bench to the alterations in the judicature of the country proposed to be effected by the High Court of Justice and Appellate Jurisdiction Bills. Any observations coming from such a quarter must necessarily meet with the utmost respect, and although we are constrained to differ in the main from the Lord Chief Justice, we cannot but feel that there is so much force in what he says as to render it but too probable that his opposition may succeed in postponing legislation on the subject.

The letter is one which requires to be read a second time, and after some little interval, because its nervous and energetic language, which reminds us more of the brilliant member for Southampton than of the Lord Chief Justice of more than ten years standing, rather carries away the reader for the time, so that one is apt not to perceive, at the first reading, upon how narrow a foundation the objections rest. His Lordship admits that the present divided jurisdiction (where it is practically impossible for anyone to know, with anything like certainty, whether, in a multitude of cases, the remedy is exclusively at law, or exclusively in equity, or concurrently in both) is utterly indefensible; and he further admits that, as a matter of principle, whenever the doctrines of law and equity are conflicting, the latter must prevail; and having done so much, he seems to us to have practically yielded the whole point.

The objections raised to the bill by the Lord Chief Justice (apart from the common form plea for investigation, *i.e.*, delay, and from some verbalcriticism) appear to be four: 1. The abolition of the distinctive jurisdiction of the Court of Queen's Bench; 2. (And principally) the constitution of the body to whom the duty of making rules and orders is entrusted; 3. The want of more specific legislation as to the principles which should guide these rules; 4. An assumed loss of independence by the courts.

The first of these objections seems to us to strike at the principle of the whole scheme; if nothing more be wanted than to get rid of the difficulty and absurdity caused by the present conflict of jurisdiction between the courts of law and equity, we quite agree with his Lordship that no alteration in the present status or constitution of our courts is required for the purpose, and we have already* sketched the outline of a measure which would be sufficient to serve that purpose; but if the idea of the Judicature Commission, upon which this bill is professedly founded, is to be carried into effect at all, it seems to us a necessary consequence that the jurisdiction in criminal cases and matters of prerogative hitherto exercised by the Court of Queen's Bench, should be transferred to the proposed High Court. We think, however, that it might well be enacted that this jurisdiction should be exercised in criminal matters by the Queen's Bench division, and in cases of mandamus, *ne exeat regno*, and other high prerogative writs, whether granted at present by Chancery or the Queen's Bench (excepting, of course, the writ of injunction, which has practically become an ordinary process of the Court) should be grantable only by the High Court itself, as defined in the bill. This would effectually secure the independence of the Court in these high matters, for as there is but one removable judge—the Chancellor—in the whole Court, there would necessarily be at least six independent judges present to prevent any undue exercise of arbitrary power. It seems to us, indeed, that the idea that the Lord Chancellor would, when acting judicially, be more susceptible of occult and improper influences than an irremoveable judge, is somewhat overstrained; but the objection, such as it is, would be completely overcome by the proviso suggested.

The last of his Lordship's objections appears to us perfectly chimerical. Indeed the only even apparent foundation for his statement that it is thereby intended "to swamp common law courts and swallow up the judges of England, leaving the Court of Chancery, though under the new and high sounding name of a High Court of Justice, to reign exclusively supreme," is to be found in the simple fact that the Lord Chancellor is to be (as he must necessarily be) *ex officio* Lord President of the Court. It is obvious that any scheme for uniting the courts must leave the Lord Chancellor, then as now, at the head of the whole bench. Indeed, it would be much more accurate to describe the scheme as one for merging the Court of Chancery in the common law courts. Four-fifths of the judges of the High Court will be common law judges; four out of its five divisions will be principally occupied with the classes of cases now ordinarily tried at common law; and if at any sitting of the High Court of Justice itself any conflict of opinion should happen to arise, it would be almost inevitable that the equity judges would be found in a minority. But we gather from the sentence which in the Lord Chief Justice's letter immediately follows that which we have quoted above, that his Lordship's idea of "the entire amalgamation of law and equity" consists simply in giving equitable jurisdiction to the superior courts of common law in like manner, though of course without any like limit, as has been done in the case of the county courts. This, however, with great deference to his Lordship, would not be any "amalgamation" at all; it would simply restore to the Court of Exchequer, and confer on the other common law courts, that dual jurisdiction which was found to work so badly, and which the Legislature, with the general approbation of the profession, abolished about thirty years ago. This, indeed, seems to Lord St. Leonards to be the result of the present proposal, and, if we concurred with him in that view, we would certainly also concur in his conclusion thereon, that "the confusion would be terrible."† The Lord Chief Justice seems still to look back with longing towards Lord Campbell's Law and Equity Bill of 1860, which so happily, as we consider, failed, and which this Journal opposed at the time‡ to the utmost of its power. Our

* *Ante*, p. 449.

† Lord St. Leonards on Law Bills in Parliament, p. 59.

‡ 4 S. J. 300, 358, 444, 484, 552, 657.

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opinions upon that proposal are quite unchanged, and we should repel, if applied to ourselves, the charge of inconsistency with which Lord Chief Justice Cockburn does not hesitate to taunt the equity judges, because, having opposed that measure, they support, or are believed to support, this one.

On this part of the case his Lordship suggests a difficulty which appears to us purely imaginary. Lest we should be suspected of exaggeration, we give the paragraph in his own words:—

"Much of course must depend on what it is proposed to do. Is it simply to substitute equity for law where the two are in conflict? to convert every court of law into a court of equity, administering justice in civil matters according to the system of law known under the name of equity? to allow a plaintiff to sue, whatever the form of procedure, where and only where equity would acknowledge the right he seeks to enforce, and allow a defendant such a defence, but such a defence alone as equity would hold to be sufficient? or is it further proposed to blend the two systems into one, applying equitable principles to common law rights where, in reason and justice, they ought to be applied, but where, owing to the particular circumstances under which equity jurisdiction has been called into action, they have hitherto failed to be applied? I will illustrate what I mean by a familiar example. In the distribution of assets, where the assets are legal the distribution takes place according to the legal priorities of the different classes of creditors; but if the assets are equitable, and can therefore only be got at through the intervention of equity, the court will disregard the legal priorities and distribute such assets among the creditors *pari passu*. Again, a court of equity will compel a husband who requires its aid in order to get at equitable estate belonging to the wife, to make a proper settlement on the wife and her children. If the wife's estate be legal, there is no occasion to come to the court, and equity has consequently no power over the husband. I assume in both cases the equitable principle to be the more just and rational, and in reason to be quite as applicable to the legal as to the equitable assets or estate. Is it intended to extend the principle of equity to such a case? I should be glad to find that not only equity was to be made the law, but also that equity itself was to be enlarged so as to meet every case to which it ought to be applied, but I fail to find any indication of legislative intention in the bill."

No doubt there is no such intention in the bill, and it would have been completely foreign to the scope of the bill, however desirable in itself, to have made any such change. The bill proposes, in clear enough terms, we think, to enact that every right now lawfully existing at law or in equity shall be enforceable as heretofore, and that every defence now properly raiseable at law or in equity shall be available as heretofore, with the following exceptions:—(1.) That it shall be no longer a defence that the proceeding is taken in the wrong court; and (2.) that if it appears that there would now be a conflict of decisions on the particular question the view now adopted in equity shall prevail. This may not be all that might be desired, but we would do well to take now what we can get, not unmindful how often it is the case that πλεὸν ἥμισυ πάντος.

His Lordship's other two objections seem to us, however, to stand on a very different footing. We have, indeed, expressed an opinion that the 13th and 14th clauses of the amended bill, if legally carried out, would afford a sufficient guide to the framers of the rules of procedure to *enable* them to do all that is desired, but then the Lord Chief Justice says, and we cannot but fear that there is some ground for the suggestion, that something more is needed, and that the discretion of that body must be more or less fettered to *secure* their acting in the desired direction. It may therefore be necessary or expedient to require that in all issues of fact before a jury (and probably in all issues of fact, even when tried by a judge alone, if either party desire it) all the evidence shall be taken *viva voce* in court; and further, as the Lord Chief Justice seems, perhaps not unreasonably, apprehensive that juries themselves may be too frequently dispensed with, to give to either party a right to a jury *ex debito justitiæ* in every case of disputed fact, and in every case of unliquidated damage, unless the Court should, upon motion, otherwise direct. This would, we think, be much better than either the existing common law rule, where a jury is of course, unless both parties agree to dispense with it, or the rule now prevailing in Chancery, which practically comes to this, that a jury will be refused unless the judge desires its assistance to cut some knot which he feels himself unable to untie. We should also be very glad to see some more definite regulations, such as we have already suggested, as to the nature of the business to be taken by the High Court itself, the Divisional Courts, and single judges, respectively, and something to put an effectual end to the daily increasing exercise of judicial powers by officers of rank inferior to a judge, an evil practice to which the Bankruptcy Act, 1869, has lent ill-omened countenance, and which has increased in Chancery to such an alarming extent that we have lately heard the Master of the Rolls in open court refuse to interfere with "the discretion of the chief clerk." In this respect we have reason to hope much good result from a large infusion of common law ideas into the action of the High Court of Justice.

The remaining objection is one with which we have already expressed our entire concurrence.* We do not much fear that any great practical inconvenience would arise, in the first instance, from the action of the proposed Committee of Council, but we fully agree with Lord Chief Justice Cockburn that it is not expedient to vest such extensive powers over the judicature of the country in the Executive Government of the day. We confess we do not see what business *the Chancellor of the Exchequer* has with the matter, or why, "even if expense were any object" in such a case, that might not very well be left to the controlling power of Parliament, which could at any time prevent any extravagance. Another and smaller instance of the same tendency, to which the letter in question takes just exception, is the provision vesting the whole of the patronage of the Court (except as to certain officers who are not to be treated as part of the permanent civil service) in the Lord Chancellor; and we think that it would be much better to vest the patronage of each divisional court in the President of that court, retaining of course for the Lord Chancellor the patronage of the High Court itself, as distinguished from all the divisions.

His Lordship's objections to the Appellate Jurisdiction Bill are simpler and more easily disposed of. He shows it is true but a very imperfect knowledge of the defects of the Court of Appeal in Chancery, and seems willing to allow to the constitution of that Court much more merit than we should be disposed to accede to, but on the whole he seems fairly alive to the pressing need of a new and efficient court of general appeal. The objections to the proposed appeal committee of the House of Lords need not be discussed, as the proposal was received with so much disfavour by that House that it has been formally withdrawn. The next objection is that the Lords Presidents of the Divisional Courts do not form part of the Court of Appeal. Our objection would rather be to the appearance of two of these Presidents (the Lord Chancellor and Lord Chief Justice) there, because it seems to us that the Court of Appeal ought itself to be a division or divisions, distinct from all the others. It might, indeed, have been deemed advisable to appoint the existing chiefs to the Court of Appeal, had it not unfortunately been thought fit to perpetuate the "Master of the Rolls' anomaly," and give the Lords Presidents of Divisions higher judicial rank and larger salaries than are awarded to the ordinary Judges of Appeal. The continuance of this anomaly effectually prevents any truly logical scheme from being worked out. The next objection taken is to the "Selected Judges." This is a very diffi-

* *Ante*, p. 548.

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cult question, the object being on the one hand to preserve the Court of Appeal from stagnation, and on the other not to put into the hands of the Government a powerful instrument for undermining the independence of the judges. We are not quite satisfied with the proposal in the bill (which, however, only followed that in the report of the Commission), but we certainly prefer it to that of the Lord Chief Justice, who proposes a Court to consist of five *ex officio* members (the Lord Chancellor, the Master of the Rolls, and the three Common Law Chiefs), who are all, we presume, to exercise their present functions as well, and six permanent members, "three to be taken from the equity and three from the common law branch of the profession," a distinction which it is the very object of this bill to abolish at once and for ever.

We should, for ourselves, have preferred a somewhat closer adherence to the scheme of the commissioners, and the creation of one or more appellate chambers in the High Court; but we are too anxious for the immediate appearance of a really good Court of Appeal not to be willing to overlook any minor objections for the sake of getting so large a benefit as that offered by the Appellate Jurisdiction Bill without any avoidable delay.

THE PUBLIC PROSECUTORS BILL.

This Bill, which we noticed shortly after its introduction (*ante* p. 388), has since been read a second time, and has been referred to a select committee. The Attorney-General announced on the part of the Government his general approval of the measure, though without committing himself to approval of details. We see no reason why the select committee should not report the bill in time for it to be passed this session; but even if they should not do so there can be little doubt but that the bill will be passed in some form or other next session, if not this. In the present stage of the question it is perhaps unnecessary for us to repeat the approval which we have several times expressed of some system of public prosecutions, in place of the present want of system. The details of the scheme, however, which yet remain to be settled, are of considerable importance to the public, and also of individual interest to members of the legal profession.

In Scotland there have long been public prosecutors, and the system has on the whole worked well, though not without complaints being made upon it, as appears by the motion made by Sir D. Wedderburn in the House of Commons on Tuesday last. In the English bill it is not proposed to introduce the Scotch system in its entirety, the more objectionable parts, such as the private preliminary investigation before the Procurator Fiscal, being omitted. The general nature of the scheme is that districts are to be created, within each of which there is to be a public prosecutor, who is to be an attorney of ten years' standing. Circuit counsel, barristers of ten years' standing, one to each circuit, are also to be appointed to advise with the public prosecutors. As to the circuit counsel the scheme seems well devised and complete. Preliminary advice in the conduct of a prosecution is often required, and under the present system, owing to the cost being thrown on private parties, is seldom obtained, and doubtless prosecutions often fail for want of proper opinions on evidence. Besides this, in the difficult matter of deciding whether to commence or withdraw from prosecutions the public prosecutors will of course stand in need of occasional, if not frequent, advice, and this is provided by the appointment of the circuit counsel. The circuit counsel are not to be prosecuting counsel, but merely advising counsel, and their disinterestedness is secured by the provision that they shall not advise (we presume this means except in their capacity of circuit counsel) or be concerned in any criminal prosecution within the circuit for which they are appointed. It is to some extent novel to find that the appointments are proposed to be restricted to barristers of ten years' standing, it being usually supposed, on the authority of numerous statutes applicable to particular cases, that a barrister of seven years' standing is competent to fill any post. He is competent as recorder to try them, though he is not to be competent to advise on their prosecution. Such restrictions usually are not of much practical importance, but as to this particular instance it is clearly a case where ability would not supply the place of experience, and therefore it is right that the limit should be higher than for some other offices.

The office of public prosecutors proposed to be created will be an onerous and responsible one, and is certainly an important addition to the small number of public offices at present open to attorneys. The work to be done may shortly be described as that of prosecuting attorney in indictable offences, with important discretionary powers of undertaking or withdrawing from prosecutions. At present most attorneys do not care much to undertake prosecutions. In the majority of cases, the work has to be done for such remuneration as can be recovered from the county, and the amount in each case is usually so small that the work can only be made remunerative where one attorney obtains the conduct of a considerable number of cases. And where the nominal prosecutor employs and pays his own attorney, it is so unpleasant for the latter to have to make out against his client who has only been performing a public duty a heavy bill for expenses over and above those allowed, that as often as not the work is imperfectly, because too cheaply, done.

The result of all this is the system prevailing in so many places, and to which so much objection has been taken—viz., the prosecutions by clerks to committing magistrates. Under the bill as drawn the public prosecutor is to have a salary and also an allowance for offices and clerks. He is to be entitled to the expenses of himself, or his agent, or deputy, and of his witnesses (except compensation to himself, his deputies, or agents for loss of time), in the same manner and under the same rules as other prosecutors. Besides this, by another section of the bill, it is provided that where it is certified by the public prosecutor and by the clerk of the court that the expenses allowable to witnesses are not sufficient to meet their actual and proper expenses, the additional amount shall be allowed and paid. This is, no doubt, intended to prevent the public prosecutor being out of pocket by his prosecutions, and may probably do so in cases brought to trial. There is, however, no provision made for expenses of cases investigated but afterwards dropped, and these will have to be covered by the public prosecutor's salary. That is scarcely satisfactory, as it gives a direct inducement to the public prosecutor to bring to trial any case which he has incurred expense in investigating. The public prosecutor is not, either by himself or his partner, to act as clerk of the peace or clerk to justices, nor to be concerned otherwise than as public prosecutor in any criminal prosecution in his district, but he is not required to give up his other practice.

The districts are to be named by the Secretary of State, and may comprise a whole county or only a petty sessional division. Boroughs having separate quarter sessions may either be districts by themselves or may be included as one district with the division of the county within which they are situate. One important question arises as to who is to appoint the public prosecutor. As the bill is drawn at present the appointment is to be by a Secretary of State who "may" have regard to the recommendation, if any, of the council of the borough or the magistrates of the division for which the appointment is to be made. Probably, what is meant is that the Secretary of State "shall" follow the recommendation of the local authorities in ordinary cases, but shall have power to disregard it if, for good reason, he think fit. Perhaps this would be as good a system as any other, but if this is meant it should be a little differently expressed.

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There is one somewhat important matter which the bill does not deal with, and that is the liability of the public prosecutor to an action for malicious prosecution. We apprehend that, even if liable to an action, there would be few cases in which the public prosecutors, if the appointments are properly made, would fail to show reasonable and probable cause. Still, it would make a material difference to the holders of the office whether or not they were liable to be harrassed by actions by anyone who was discontented with their conduct. In Scotland we believe that, though the Lord Advocate is not liable to any action, yet a procurator fiscal is so. It is somewhat difficult to say what our Courts would hold to be the position of the public prosecutor in this respect if the bill passed in its present shape, and we think it desirable that the case should be provided for in some way or another, in order that candidates for the office may know exactly what liability they undertake. If they are to be liable for damages where they undertake a prosecution maliciously and without reasonable and probable cause, which probably they ought to be, they ought in cases where they successfully defend such actions, and show that they have been properly performing their public duty, to be entitled to some better remedy for their costs than that which a defendant in such cases usually has, and to be repaid them as part of the expenses of their office in case the plaintiff is insolvent.

BENEFIT BUILDING SOCIETIES.

No. II.

The next points for discussion are, the terms on which a member can obtain an advance from a building society and the conditions on which the advance may be paid off and the security redeemed. It is upon the last of these two points that the greatest amount of litigation has taken place.

In the first place a borrower from a building society pays a high rate of interest. The advantages which he has consist (1) in his being able to pay off the mortgage debt and interest by small instalments; (2) in the mortgage to the society being exempted from stamp duty; (3) in an endorsement of a receipt for the mortgage debt upon the mortgage deed operating as a reconveyance; (4) in the law expenses attendant upon the advance being *supposed* to be less than they would be in ordinary mortgage transactions; (5) in the fact that building societies are *supposed* to make advances approximating more nearly to the market value of the property than ordinary lenders would do. The existence of the last two advantages is extremely questionable.

In the second place a borrower from a building society must furnish security. The security may consist of freehold, copyhold, or leasehold property, either already belonging to the borrower or purchased with the money advanced; in which last case the purchase is usually made by the society on behalf of the borrower, and the costs of the society arising out of the purchase are charged to the borrower. In all cases the society will require evidence of the value of the property offered as security, and the cost of procuring this evidence falls upon the borrower. Besides this, many societies charge a small commission on advances.

In the third place the borrower must be a member of the society, and he must hold shares the nominal amount of which is equal to the amount of the advance. Thus, if the shares are £50 each a borrowing member must hold ten unadvanced shares to get an advance of £500. In theory, what the borrowing member obtains is the full amount of his shares by anticipation. But in fact he obtains an advance out of the funds of the society, which he repays with interest by monthly instalments. There is this difference between a permanent and a terminating society, that in the former the borrowing member gets the full amount of his shares advanced to him less in some cases a small commission; whereas in the latter he does not always get the full amount, for there are three ways in which advances are made—by rotation, by ballot, or by bidding; *i.e.*, when there are sufficient funds in hand to make an advance that advance may be made either to the senior member desiring it or to a member selected by ballot, or, which is the usual way, the members bid against each other the discount they are willing to allow on the amount of the advance to them; thus, if there are two members, each having two £50 shares, and one bids thirty-five per cent. discount and the other forty per cent., the latter will get the advance, but then he will only receive £60 in full satisfaction of his shares, and he will still have to pay the subscriptions on two shares. The effect of course is that under these circumstances a borrowing member borrows on very disadvantageous terms.

A borrowing member or mortgagor, then, who has received an advance, has to make certain monthly payments, which are partly subscriptions on the shares held by him and partly interest on the advance. If these monthly sums are not paid at the proper time fines are exacted, which fines, although seemingly small in amount, are often in reality imposed at an exorbitant rate. Sixpence per share per month is a usual amount, and sometimes this is doubled. It is not to be wondered at, then, that the question whether such fines or penalties are "reasonable" within the meaning of the first section of the Building Societies Act was raised for the decision of the Court of Chancery. This was done in *Parker* v. *Butcher* (L. R. 3 Eq. 762, 15 W. R. Ch. Dig. 22). There the fines were at the rate of one shilling per pound per month—*i.e.*, sixty per cent. per annum; and it was alleged that they were unreasonable, and further that being in the nature of a forfeiture they were illegal. Lord Romilly held that they were not unreasonable, and that there was nothing of the nature of a forfeiture in the transaction. He said, "It is a matter well understood between the parties, and it is a contract which, in the absence of all fraud or undue pressure, the parties were perfectly competent to enter into."

It is noticeable that a mortgage to a building society does not in all respects resemble in form an ordinary mortgage. The recitals generally state that the borrowing member or mortgagor is entitled to so many shares in the society, and that he has become entitled to an advance of a certain lump sum, and that the same is to be in full satisfaction and discharge of his shares. The covenant for payment is not for payment of the lump sum and interest, but for payment of the monthly or other contributions or sums of money which by the rules for the time being of the society shall become due and payable by the mortgagor. The proviso for redemption declares, not that the borrowing member or mortgagor is entitled to redeem on payment of the lump sum advanced to him and interest but that if he pays the said monthly or other contributions or sums of money, and observes the rules of the society, then the mortgagees shall endorse on the mortgage deed a receipt for all moneys intended to be thereby secured. It is extremely necessary that there should be in the rules of every society one or more setting out exactly the terms upon which a borrowing member or mortgagor is to be entitled to redeem his property, and that the proviso for redemption in mortgages to the society should refer to or incorporate, or at any rate correspond exactly with, such rule or rules. If, therefore, the borrowing member or mortgagor pays his monthly or other contributions and fines, if any, he will at the expiration of a certain period have redeemed his property, and when the receipt is endorsed on the mortgage deed his property will be vested in him discharged from the mortgage debt. Of course, if the borrowing member or mortgagor makes default in his payments the society can sell the mortgaged property. The proceeds of the sale are applied in paying to the society all moneys then due, and also the *present value* of all the future monthly or other contributions which the borrowing member or mortgagor has covenanted to pay, and the surplus, if any, goes to the borrowing member or mortgagor. In

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calculating the present value of the future payments the rules of most societies allow a discount. But whether any discount is allowed or not, and what is the amount of such discount (if any), are questions of construction of the rules of each society. In the case of *Matterson* v. *Elderfield* (17 W. R. 422, L. R. 4 Ch. 207), it was argued that as the future contributions are composed partly of interest, the society, as mortgagees, could not retain interest that had never accrued, therefore they must allow a rebate or discount even if it were not expressly provided for by the rules. The Lord Chancellor held that it depended entirely upon the construction of the rules whether discount or rebate was allowed or not, and as there was no rule in that case entitling the mortgagor to discount or rebate, when the society exercised the power of sale, he held, reversing the decision of Lord Justice Giffard, then Vice-Chancellor, that no discount or rebate was claimable.

Next, it must be noticed that the society cannot call in the money they have advanced on mortgage to the borrowing member, or mortgagor; but the borrowing member, or mortgagor, can redeem at any time by prepayment of what is due under the mortgage deed by him to the society—*i.e.*, the arrears of the contributions and fines (if any), and also the present value of the future contributions which would thereafter become payable under the mortgage deed. In many societies a premium is offered for paying off or redeeming mortgages by a discount or rebate being allowed upon the present value of such future contributions. In calculating the amount which a borrowing member or mortgagee has to pay to redeem his property, he is entitled to be credited with the amount of the bonus or share of the profits (if any) which the rules of the society give to every member withdrawing from the society; because, in redeeming his property, the borrowing member or mortgagor does, in effect, withdraw from the society, and his shares are extinguished. This point was involved in the decision of Lord Cranworth in *Fleming* v. *Self* (3 De G. M. & G. 997). Where the society is a permanent society no question can arise as to the amount of the future contributions to which the borrowing member or mortgagee would become liable unless he redeemed his property; but in the case of a terminating society, there was some question as to how this was to be calculated until the decision in *Fleming* v. *Self*, which established the rule that the longest period during which the society might probably last must be ascertained, and the amount of the contributions which would become due and payable by the borrowing member or mortgagor in case the society endured for the whole of that period is the amount which the borrowing member or mortgagor must pay as future contributions in order to redeem.

Here it may be noticed that the Act of Geo. 4 renders it imperative that provision shall be made by the rules of a society for the reference of all disputes between the society and any member, or person claiming on account of any member, either to justices of the peace or to arbitrators, the method of appointing whom is prescribed by the 27th section of the Act. The award of the arbitrators, or a majority of them, when confirmed by a justice of the peace, is final, and a justice of the peace may enforce compliance with the award in the manner prescribed in the Act. It must be observed that the dispute must be between the society and a member in his capacity of member, and not in any other capacity, such as mortgagor (*Farmer* v. *Giles*, 5 H. & N. 735). But where the dispute is between the society and a member *qua*-member, the Act of Parliament ousts the jurisdiction of the courts of law and equity; nor can an award made be set aside unless there is an error on the face of it, or it has been corruptly obtained. The present Lord Chancellor observed, in *Armitage* v. *Walker* (2 K. & J. 219), "The Legislature intended carefully to provide that these societies should not be dragged before courts of law or equity if it could possibly be avoided, and has taken care to enact that the whole discussion of their affairs shall be disposed of in a cheap and summary manner by the decision of an arbitrator or justice, as the parties shall choose, and when they have once made their election, the power of the justice or of the arbitrator, acting always within the rules of the society, is complete, and is not subject to revision by any court of law or equity. That is the primary matter to which attention must be drawn, and it is necessary to be extremely careful that the jurisdiction of this Court shall not be set up to control the arbitrators so selected except upon a very clear and distinct case being made out of their abuse of office."

Any treatment of the subject of Building Societies would be incomplete without an allusion to the question whether it is *ultra vires* or not for a building society to borrow money. As we have dealt with this subject so recently (*ante*, pp. 388, 407), we need do little more than refer our readers to our previous remarks. There are two appellate cases on the subject. The one, *Laing* v. *Reed* (18 W. R. 76, L. R. 5 Ch. 4), the other *Re National Permanent Building Society* (18 W. R. 388). In the first it was ruled by the Lord Chancellor and Lord Justice Giffard that a rule giving a limited borrowing power is not *ultra vires* among the rules of a Benefit Building Society. In the second Lord Justice Giffard held that when there is no rule authorising the borrowing of money, a society cannot borrow so as to bind itself or the individual members thereof, *qud* members. Whether this ruling is correct to the broad extent to which it seems to go is rather doubtful, but that it is right so far as it holds that building societies cannot carry on a banking business, is unquestionable. This case was followed by Vice-Chancellor Malins in *Re The Victoria Permanent Building, Investment, and Freehold Land Society of Birmingham*, decided by him on the 7th of March last.

RECENT DECISIONS.

PRIVY COUNCIL.

PRACTICE OF JUDICIAL COMMITTEE OF PRIVY COUNCIL —APPEAL AGAINST JUDGMENT FOR DEFENDANT WHERE APPELLANT HAS ONLY A RIGHT TO NOMINAL DAMAGES.

Giraud v. *Paterson*, P. C. 18 W. R. 359.

The only portion of this case that requires notice is the decision that in a suit where damages alone are to be recovered, if there is "a nominal interest which might be the subject of some action in some of the courts of common law, that species of nominal interest for the mere nominal claim for damages would be no ground before the Judicial Committee of the Privy Council to recommend that the judgment of the Court below should be reversed and the appellant held entitled to their Lordships' judgment." The facts of the case raised this question, and the appeal was dismissed.

The object of this rule is, of course, to discourage fruitless litigation. It can be of but little practical importance (except on the question of costs, which, in such cases, it would be better for all parties not to incur) whether the judgment is for the defendant or for the plaintiff for nominal damages in a suit where damages alone are the object of the proceedings. The rule, it will be observed, does not apply to a case where a question of right, apart from the mere recovery of damages, is involved.

EQUITY.

CONDITIONAL APPLICATION FOR SHARES.

Bridger's case, L.J.G., 18 W. R. 412.

This was not the case of an agreement to take shares on a condition which the company have become unable to fulfil, so that the contract is at an end, but of an agreement to take shares *simpliciter*, with a collateral agreement that the shares should be paid for in a particular way—viz., out of the commission which would

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be payable to the applicant as an agent for the company. There is a broad distinction between the effect of an application for shares with a distinct purpose avowed and made the condition, and an application for shares with a purpose which though communicated to the company, is not made the condition precedent to the allotment being accepted by the applicant. In *Fletcher's case* (16 W. R. 75), the applicant's object was to qualify for the direction, and in *Elkington's case* (15 W. R. 726) to supply the hotel with electro-plated articles. In both these cases, as in *Bridger's case*, the allotment was unconditional with a bargain superadded to it, and on the commencement of the winding up these gentlemen were rightly settled on the list of contributories as unconditional allottees, notwithstanding the attainment of their respective objects had become impossible by the stoppage of the companies. On the other hand, when the application is expressly on a condition, communicated to the company at the time of the application, though not necessarily on the same piece of paper with it (*Rogers' case*, 16 W. R. 881), then, unless the conditions be performed before the commencement of the winding up, there will be no completed contract. Instances of this are *Rogers' case* (*ubi sup.*), where the condition was that the applicant should be appointed manager of the branch bank, and *Simpson's case* (17 W. R. 424), that the applicant should have the contract for the repairs of the company's hotel. In *Pellatt's case* (15 W. R. 726), the application was upon an express condition, and was answered by an allotment *simpliciter*, and, Pellatt never having waived the condition, it was held that the company had attempted to introduce a new term into the contract, and that not having been acceded to by Pellatt, there was no completed contract under which he could be held liable to take the shares. Bridger, on the other hand, agreed to take shares *simpliciter*, there were the three ingredients in his case mentioned in *Fletcher's case* as essential to make a member of a company—viz., application, allotment, and communication of and acquiescence in the allotment, and the *status* thus gained could not be affected by the collateral agreement that the shares were to be paid for in a particular way, although performance of that agreement was no longer possible.

VOLUNTARY SETTLEMENT—SUBSEQUENT CREDITOR—13 ELIZ. C. 5.

Freeman v. *Pope*, V.C.J., 18 W. R. 399, L. R. 9 Eq. 206.

Under statute 13 Eliz. c. 5, where a voluntary settlement is impeached by a creditor of the settlor, it might have been supposed that the only question ought to be whether, taking the whole transaction together, the intention of the settlement was to defeat the persons who were at the time creditors of the settlor (*Holmes* v. *Penney*, 5 W. R. 132); the Courts, however, have been prone to look at the sequel, and to infer the *intention*, where the effect is to delay the creditor (*Richardson* v. *Smallwood*, Jac. 152), instead of confining their attention to the evidence as regards the state of affairs at and about the making of the deed and inferring the intention therefrom. In the present state of the authorities, we regard the remarks of the Vice-Chancellor on this subject in *Freeman* v. *Pope*, if we may respectfully say so, as most opportune.

The suit to set aside a voluntary settlement may be brought either by a prior or a subsequent creditor. For a prior creditor to succeed, all that he need do is to show that he is delayed in the payment of his debt by the existence of the settlement. A subsequent creditor, whose debt had not been contracted at the date of the settlement "must show, either that the settlor made the settlement with express intent to delay, hinder, or defraud creditors, or that after the settlement the settlor had no sufficient means or reasonable expectation of being able to pay his then existing debts, that is to say, was reduced to a state of insolvency" (*Spirett* v. *Willows*, 13 W. R. 129, 3 D. J. S. 293). So long, however, as there is an unpaid creditor prior to the deed, any subsequent creditor may file a bill and obtain a decree to set aside the deed upon the footing of the prior creditor's debt existing, exactly as the prior creditor himself might if the bill were filed by him (*Jenkyn* v. *Vaughan*, 3 Dr. 419). If, therefore, at the time of executing a voluntary settlement, the settlor is indebted, and in the result any prior creditor is delayed in the payment of his debt, then, however solvent the settlor may have been at the time, the deed may be set aside either at the suit of the prior creditor, or, so long as any prior debt is not paid, of any subsequent creditor. The Vice-Chancellor came to this conclusion in *Freeman* v. *Pope*, in obedience to, though without approving of, the decision in *Spirett* v. *Willows*, which expressly determines that where the debt existed at the date of the settlement, and the creditor's remedy is delayed by the existence of the settlement, it is immaterial whether the debtor was or was not solvent after making the settlement. Lord Westbury followed the decision in *Townsend* v. *Westacott* (2 Beav. 340), that there is no need to show insolvency on the part of the settlor at the date of the settlement. Yet a man may be kept indebted in spite of himself by a withholding of claims, and although in such a case it is probable that no Court would assume an intention to delay the creditors, yet, according to *Spirett* v. *Willows*, if a man has at any time afterwards become insolvent, it is no defence that immediately after making the settlement he continued perfectly solvent.

DOMICIL OF DEBTOR—PROBATE IN INDIA AND IN ENGLAND.

Fernandes' case, L.J.G., 18 W. R. 411.

Mr. Fernandes was domiciled at Bombay, and was a simple contract creditor of the Commercial Bank Corporation, an English company, which was being wound up in the chambers of the Master of the Rolls. After receiving one dividend on his claim, Mr. Fernandes died, and his executors, after proving his will in India, applied to the official liquidator, by their attorney in England, for payment of the second dividend. The official liquidator declined to pay it without the sanction of the Court, on the ground that there ought to be an English probate of the will. The Master of the Rolls directed the liquidator to remit the dividend to Bombay, at the expense of the executors, without requiring probate to be taken out in England, on the ground, apparently, that the bank was essentially an Indian establishment, though winding-up in England (18 W. R. 202). The Lord Justice held that an English probate ought to be produced before the dividend could be paid. The case seems to be one of importance, and perhaps of some hardship to the creditor. There were, however, two reasons why there ought to be an English probate in this case. The first was, that the debt was *bonum notabile* in England, inasmuch as England was the domicil of the company at the time of Mr. Fernandes' death: *Attorney-General* v. *Bowens*, 4 M. & W. 191, and secondly, that the money was in the hands of the liquidator who, as the officer of the Court, could only pay it out upon the production of such evidence of title as the Court itself would require, such evidence being the English probate. It is the domicil of the debtor, not that of the creditor, which is material in these cases. Conversely, had the company been an Indian company, and the creditor domiciled in England, his executors could only have got at the money upon proving the will in India.

COMMON LAW.

INTERROGATORIES—PLAINTIFF'S TITLE—PRACTICE.

The Derby Commercial Bank (Limited) v. *Lumsden and Another*, C.P., 18 W. R. 526.

This case illustrates a rule of practice that is often acted on, but often misunderstood. Generally a defendant is not allowed to interrogate the plaintiff as to the

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plaintiff's title in the action. It is for the plaintiff to establish this, and if he fails to do so he fails in his action. The defendant must rely on his some substantive defence of his own, and not seek to build one up from materials gathered from information obtained from the plaintiff. If, however, the defendant admits a *primâ facie* title in the plaintiff, but seeks to avoid the effect of that title by showing additional facts which destroy it, interrogatories may be administered by the defendant for the purpose of ascertaining the precise nature of such facts. Such facts, it is clear, are the defendant's evidence and not the plaintiff's. The plaintiff would not, of course, produce them at the trial; but the defendant would be compelled to do so, to avoid the effect of the *primâ facie* title. This practice forms an apparent rather than a real exception to the rule which forbids a defendant to interrogate the plaintiff as to the plaintiff's title.

Finney v. *Forward* (14 W. R. 85) is an illustration of the general rule protecting plaintiffs from the necessity of giving discovery of title to defendants; and *The Derby, &c., Bank* v. *Lumsden*, illustrates the apparent exception. In *The Derby, &c., Bank* v. *Lumsden*, the plaintiffs, as holders of bills of lading, sued the defendants. The defendants admitted the plaintiffs' title *primâ facie* as holders of the bills of lading, but set up as a defence certain facts connected with the delivery of the bills to the plaintiffs which, as the defendants contended, showed a defence to the action. The defendants were allowed to administer the interrogatories as to these facts on the ground that, in so doing, they only sought discovery of their own case, and did not inquire into that of the plaintiffs.

In cases such as these a special affidavit, setting out the facts of the case, should be made, so as to show how it is that the applicants are entitled to the order for which they ask, and this was done in this case.

It is as well to notice that what we have said does not apply to actions of ejectment. They are governed by a practice somewhat different from that of other actions. In ejectment the defendant is not, as a general rule, entitled to interrogate the plaintiff as to his title (*Stoate* v. *Reid*, 11 W. R. 595; *Pearson* v. *Turner*, 12 W. R. 801; *Provident Assurance Company* v. *MacInerheny*, 18 W. R. 583). But, under special circumstances, such interrogatories may be allowed (*Flitchcroft* v. *Fletcher*, 4 W. R. 268; and *Kettlewell* v. *Dyson*, 16 W. R. 851).

MARINE INSURANCE—COMMENCEMENT OF INSURABLE INTEREST.

Foley v. *The United Fire and Marine Insurance Company of Sydney*, Ex. Ch., 18 W. R. 437.

We noticed a short time ago (*ante*, p. 314), amongst the "Recent Decisions," the case of *Barber* v. *Fleming* (18 W. R. 254), where it was held that if a vessel is chartered from A. to B. the interest in the freight commences under the charter-party on the vessel sailing for A. *in ballast*, and consequently the shipowner has an insurable interest in such freight as soon as the voyage to A. commences. This decision recognises the rule to this effect laid down in Phillips on Insurance, s. 828.

In *Barber* v. *Fleming* the vessel sailed in ballast to a port under a charter-party, under which she was to take a cargo from that port to her port of destination. The freight under the charter-party was insured and the vessel lost before she reached her port of loading. In deciding that the shipowner had an insurable interest in the freight, the Court said that they did not decide what would have been the result if the vessel had sailed with a cargo to her port of loading, or if she had made any intermediate voyages before going to the port of loading, which was permitted by the terms of the charter-party.

Foley v. *The United &c. Insurance Company* has now decided that if in the case we first put a vessel is chartered from A. to B., the insurable interest in the freight commences under the charter-party on the vessel sailing for A. *even with a cargo*, if the voyage to A. is with the object of carrying out the terms of the charter-party as well as of conveying cargo. The principle of the decision is that "an inchoate right to the freight attached as soon as the voyage agreed on by the charter-party was commenced and in which ultimately the freight was to be earned." The facts in *Foley* v. *The United &c. Insurance Company* were shortly that a vessel then about to sail with a cargo from Calcutta to Mauritius was chartered to sail with all convenient speed to Mauritius to discharge her cargo there and then to sail to Rice Ports and there to load. The freight under the charter-party was insured "at and from" Mauritius to Rice Ports. The vessel was lost at Mauritius by a peril insured against when about half the cargo had been discharged. It was argued that the insurance did not attach until the vessel had discharged her cargo and so was ready to sail under the charter-party. A distinction was drawn in argument between this case and *Barber* v. *Fleming* on the ground that in this case the vessel should have gone with her cargo to Mauritius even if not chartered by the insured, and that such voyage was, therefore, not an inception of the voyage the freight for which was insured. It was decided, however, on the principle before mentioned that the interest had already commenced before the loss and that the liability under the assurance attached as soon as the vessel arrived at Mauritius.

The result of *Foley* v. *The United, &c., Insurance Company* is that it includes and extends the principle of *Barber* v. *Fleming*, but it still leaves open the question whether if in a case like *Barber* v. *Fleming* the vessel had been lost on an intermediate voyage allowed by the charter-party, the shipowner could recover for the loss of his insured freight. This point was not touched upon in *Foley* v. *The United, &c., Insurance Company*.

REVIEWS.

A Practical Treatise on the Bankruptcy Act, 1869, *together with so much of the Debtors Act*, 1869, *and the Bankruptcy Repeal and Insolvent Court Act*, 1869, *as Relates to Bankruptcy; with the Statutes, General Rules, Orders Relating to County Courts and District Bankruptcy Courts, Notes of Cases under the Old and New Law, Scales of Costs and Fees, and a Copious Index*. By JOHN T. TREHERNE, Solicitor, a Member of the Incorporated Law Society. London: Shaw & Sons. 1870.

This appears to us to be one of the most complete and serviceable of the many manuals relating to the new law of bankruptcy which have come under our notice. As we have more than once said, the time has hardly yet arrived when a really systematic and exhaustive work on the new law and practice of bankruptcy can be looked for; the law is still to a great extent doubtful, and the practice unsettled. But Mr. Treherne, in his notes to the new Act, has brought together a large mass of law, both old and new, which will be of great assistance in understanding and working the Act; and the book is well-arranged and well-indexed.

The Law relating to Industrial and Provident Societies (including the winding up clauses), with a practical introduction, notes, and model rules; to which are added the Law of France on the same subject, and remarks on Trade Unions. By EDWARD WILLIAM BRABROOK, F.S.A., of Lincoln's Inn, Barrister-at-Law, and of the Friendly Societies Registry. London: Butterworth's.

Mr. Brabrook, taking a strong personal interest in this subject, and aided by his position as an employé of the Registry of Friendly Societies, has compiled an account of Industrial and Provident Societies, and some other matters *ejusdem generis*, which is likely to be very serviceable to people desirous of understanding the *rationale* and history of these societies.

The work is addressed rather to persons interested practically in the subject than to lawyers, though, as suggestively, carefully and accurately written, it may be usefully consulted by practitioners desirous of learning

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more upon the subject than is to be found in works on partnerships or joint stock companies. An introduction of thirty-five pages gives a succinct history of the legislation on the subject, statistics, and some good practical advice. The Industrial and Provident Societies Act, 1862, is then printed, with forms and a few notes of decided cases, &c., and there are also given the relevant portions of the Joint Stock Companies Act, 1862, with a few more notes. A form of model rules is then given, of the merits of which we do not profess to be judges, and parts V. and VI. are taken up by the French law of 24th June, 1867, relating to Co-operative Societies, and some account of the history of the law relative to Trades Unions, and the recent legislation and proposals for legislation on that subject. There is also a full and carefully ordered index. A short table is given of thirty-five reported decisions cited in the course of the work.

It is needless for us to say that this by no means exhausts the authorities material to the practitioner upon the subject dealt with by Mr. Brabrook; the book, however, is thoughtfully written, and we recommend it to those who desire to learn something practical about the work which these societies are meant to do and the way in which it is to be done.

A Treatise on the Law and Practice Respecting Bills of Sale; with the Registration Act. By JAMES P. BYRNE, Esq., Solicitor. Second Edition. London: Stevens & Haynes. Dublin: Hodges & Smith.

This treatise appears to be the work of a solicitor practising in Dublin; and it is no doubt intended primarily for use in Ireland. But the law of bills of sale is in almost all particulars the same in the two countries; the most material difference is the somewhat arbitrary and unaccountable one that, whereas, by the 29 & 30 Vict. c. 96, bills of sale in England require re-registration every five years, there is no corresponding provision for Ireland. Mr. Byrne's book is, therefore, really almost as well adapted for use in England as in Ireland. It appears to us to contain a very careful and accurate summary of the branch of law with which it deals, and a very complete collection of the cases upon the subject, including the most modern.

COURTS.

COURT OF QUEEN'S BENCH.

(In Banco, before BLACKBURN, MELLOR, and HANNEN, JJ.)

April 28.—*In the matter of Frederick Augustus Farrar, an attorney.*

In this case a rule had been obtained calling on the Incorporated Law Society to show cause why Mr. Farrar should not be restored to the roll of attorneys. *Murray* appeared to show cause against the rule on behalf of the society; *Prentice* in support of its being made absolute.

It may be remembered that Mr. Farrar was convicted at the October sessions, 1868, of the Central Criminal Court for uttering a forged acceptance of Earl Dudley for £800, and was thereupon sentenced by Mr. Justice Byles to ten years' penal servitude. It was then a matter of course that he should be struck off the roll of attorneys. In the January succeeding, however, after an investigation, the Home Office came to the conclusion that the prisoner had been wrongly convicted. Thereupon he received a free pardon, and subsequently an application was made to have him restored to the roll of attorneys. The Law Society, however, refused to do so, upon the ground that the circumstances were such as to justify the conclusion that Mr. Farrar was not a proper person to be allowed to practise as an attorney. Upon appeal to this Court, their lordships desired further information, to assure them that the pardon of the Home Office was founded upon the conviction of Mr. Farrar's innocence, or that it resulted from some irregularity at the trial, or from Mr. Farrar having given evidence against the other prisoner, Hullet. However, from the affidavits now produced, it was made clear that the pardon was due to the belief in Mr. Farrar's innocence of the charge. It appeared that Hullet was a bill discounter of some notoriety residing in Hampshire, and living there under circumstances of a certain degree of affluence. Farrar became acquainted with him in May, 1868, and shortly after he wrote to Farrar proposing that Farrar should borrow money from his clients to advance to needy turfites and spendthrift young gentlemen through Hullet. For this the clients were to receive ten per cent., Farrar ten per cent. commission, and Hullet ten per cent. commission. There was no evidence, however, that Farrar had assented to the proposal. Hullet was also known in the musical world, and in July, 1868, he sent up to Farrar an agreement purporting to be drawn up between himself and Earl Dudley, whereby, in consideration of a payment of 800 guineas, he was to write an opera for his Lordship. Simultaneously he sent up the forged acceptance per post for Farrar to negotiate. Farrar seems to have had no difficulty in negotiating what purported to be Lord Dudley's acceptance for £800, but of course the fraud very quickly came to light. Farrar appeared as a witness against Hullet, and thereupon Mrs. Hullet turned round and gave up a number of letters on which the prosecution against Farrar was founded. Among the memorialists to the Home Office in Farrar's favour were the Messrs. Lewis, the attorneys for the prosecution, who declared that in their opinion the verdict of the jury was not justifiable.

BLACKBURN, J., said he had come to the conclusion that the decision of the Home Office was well founded, and that the grant of a pardon was *ex debito justitiæ*. Further, he did not think that the circumstances disclosed would warrant their striking an attorney off the rolls. At the same time a distinction was to be made between striking an attorney off the rolls and keeping him off once he had been struck off. Had Mr. Farrar accepted the offer of the ten per cent. commission, they might have come to the conclusion that the rule ought to be discharged. But as there was no evidence that he had, the rule would be made absolute for restoring him to the rolls. Mr. Farrar, in aiding and abetting the advance of money to young spendthrifts, had unfortunately touched pitch, and might be proportionately blackened. It had, moreover, been established against him that he had acted as an attorney for a year without a stamped certificate. No doubt this was through inadvertence; still, in addition to the proper stamp duty to be recouped to the department, he must pay a penalty of £10.

A rule absolute was accordingly made.

COURT OF COMMON PLEAS.

(In Banco, before BOVILL, C.J., and KEATING, SMITH, and BRETT, JJ.)

May 6.—*Sinclair* v. *The Great Eastern Railway Company.*

In this action the plaintiff's claim had been referred to arbitration and fixed by the arbitrator at £28,000, and a rule *nisi* to set aside the award having been granted on the terms of paying into court the debt and costs, to abide the event, the defendants had paid into court the sum of £28,850 as security for debt and costs, pending the argument on the rule. On the 8th of November last the rule was discharged, the clerk of the plaintiff's attorneys being present at the time. On the 2nd of December the defendants' attorney informed the plaintiff's attorney that the money lay in court at their risk. At this time judgment had been signed, but there appeared to have been some dispute, in the course of which the defendants' attorney said that no interest would be paid on the amount of the debt and costs after the discharge of the rule. The plaintiff's attorneys contended, on the other hand, that it was for the defendants to bring the money and not for the plaintiff to go and take it. They therefore refused to take it out of court, and threatened an execution. After it had remained in court for three months from the discharge of the rule, the defendants' attorney took it out to save the interest, and the plaintiff's attorneys took proceedings to obtain execution for the amount of the award, the costs, and interest not only from the date of the award, but also since the 9th of November, at 4 per cent. A rule having been obtained to stay these proceedings,

Sir G. Honyman and *Watkin Williams* shewed cause against the rule, and contended that it was the duty of the defendants' attorney to have paid over the money to the plaintiff's attorneys, and that it was not for the plaintiff's attorneys to go and take the money out of court, nor were they bound to do so.

BOVILL, C.J., said so far as he could make out the matter, it seemed to be a dispute between the attorneys' clerks, who should take out a summons at a cost of 2s., to go before the judge and get an order at a further cost of 2s., to take the money, £28,850, out of court and charge 6s. 8d. for doing it.

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Sir J. Karslake, Q.C., and *Marriott*, for the defendants, cited *Hewes* v. *Pyke*, 1 Dowl. 322. The defendants were ready to pay interest on the amount awarded from the signing of the judgment to the 8th November, but they ought not to be liable for any further interest, as on that day the plaintiff might have taken the whole amount out of court.

BOVILL, C.J., said if the question had been whether the judgment was satisfied by the payment of the money into court he should have been of opinion that, according to strict technical rule, it was not. But that was not the question on this rule. The Court had always the power of controlling its proceedings and of taking care that injustice was not done. The question was, whether this money had not been brought into court for the plaintiff, to be received by him if the application to set aside the award was not successful. The plain meaning of that was that if the application failed then the plaintiff should have the money so paid into court, and no judge or counsel or attorney could understand it in a different sense. The rule to set aside the award was refused on the 9th of November, and there was nothing to prevent the plaintiff from obtaining payment of the money paid into court. The money was there, and if, having the means of obtaining that money, the attorney for the plaintiff had thought fit to issue execution, according to *Hughes* v. *Pike* the Court would have set aside that execution, and would not have allowed the costs of it, for it would be an abuse of the process of the Court. He really could not conceive what was the real object of this dispute. He could hardly suppose it was a question of two shillings for a summons and two shillings for an order. If the plaintiff's attorneys had thought fit to take out the summons, and had obtained the defendants' consent, and had attended to receive the money, he was informed by the Master that all would have been allowed on taxation of costs. This dispute had arisen, he must suppose, from temper—from one attorney's clerk putting his knowledge of law against another attorney's clerk, the result being that somebody would have lost all the interest for three months on £28,850, and somebody would have lost all the costs of the present rule. It would be sanctioning an abuse of the proceedings of the Court to allow the security to stand as security for the interest which had accrued on the money paid into court after the time when it might have been taken out by the plaintiff. The rule, therefore, must be absolute.

KEATING, SMITH, and BRETT, JJ., concurred.

Attorneys for the plaintiff, *Thomas & Hollams*.

Attorney for the defendant, *Shaw*.

(In Banco, before KEATING, SMITH, and BRETT, JJ.)

May 7.—*Dickeson* v. *The London and Brighton Railway Company*.

The plaintiff in this case had recovered from the defendants £250 for damages, and £93 5s. 4d. for costs, upon the ground that he was injured in the New-cross accident. Subsequently it was found that he was not in the train at all, and that a rupture, which it had been said was caused by the collision, was some years old. Upon these facts the plaintiff was convicted at the Old Bailey of perjury and sentenced to two years' imprisonment. A rule was then obtained to set aside the judgment in the action, and to call upon the plaintiff to show cause why he should not repay the amount received from the company. The rule also called upon Mr. Stephen Scott, the plaintiff's attorney, to show cause why he should not repay to the company as much of the money as he had not paid to the plaintiff.

J. Brown, Q.C. (*W. Y. Clare* with him), for Mr. Scott, produced affidavits which stated that the £250 (except about £30 for extra costs) had been paid over to the plaintiff or to his order; and the attorney had simply retained the amount of his costs as between attorney and client.

Lopes, Q.C. (*Joyce* with him), said the question was whether Mr. Scott could, under the circumstances, retain the amount which he had received from the company for costs. They submitted that he could not retain money which he would never have received but for the fraud of the plaintiff.

No cause was shown on behalf of the plaintiff.

KEATING, J., said that there was of course no doubt that the money had been obtained from the defendants by the fraud of the plaintiff, but there was nothing to show that there was any professional or other misconduct on the part of the attorney, and therefore it was not right that he should be made liable to return the money, as though he had been a participator in the fraud. The rule must, therefore, be discharged as against the attorney, and made absolute against the plaintiff.

COURT OF EXCHEQUER.

(In Banco, before KELLY, C.B., and MARTIN, BRAMWELL, and CLEASBY, BB.)

May 6.—*Matthews* v. *Collis and Another*.

In this case (*vide ante* 528) the Court now discharged both rules.

KELLY, C.B., and BRAMWELL, B., however, stated their individual opinions that a less sum for damages would have sufficed.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

May 2.—*Re Wyatt*.

Bankruptcy Act, 1869, *s.* 19—*Public examination of bankrupt—Allegation of fraudulent conduct—Practice.*

At this sitting for public examination of the bankrupt, held pursuant to the 19th section of the Bankruptcy Act, 1869, Mr. Boydell, solicitor, for a creditor, proposed to examine the bankrupt for the purpose of showing that he had obtained money by false pretences.

Mr. Lloyd, solicitor, for the trustee appointed under the bankruptcy, did not oppose.

The CHIEF JUDGE said this was not the proper time for the opposing creditor to prefer his complaint. The only question before the Court was whether the bankrupt was entitled to pass his examination upon the accounts which he had filed, and evidence for the purpose of showing that the conduct of the bankrupt was open to objection could not be allowed. The consideration of the bankrupt's conduct would be reserved.

Solicitors for the trustee, *Ford & Lloyd*.

May 4.—*Re Greer*.

Bankruptcy Act, 1869, *s.* 84, *rule* 94—*Adjournment of first meeting—Order to annul—Adjudication.*

Mr Munns, solicitor for the bankrupt, asked for an order to annul the adjudication.

It appeared that at the first meeting held under the bankruptcy one creditor only proved his debt, and the proceedings were adjourned for a week, in pursuance of the 84th section of the Bankruptcy Act, 1869, and the 94th rule. Before the day appointed for the adjourned sitting, the creditor proving signed a consent to the annulment of the adjudication, but upon an application being made to the registrar for an order he declined to make it by reason of the adjournment of the former meeting, and the matter was referred to the Chief Judge.

Mr. Munns submitted that he was entitled, upon proof of the usual requisites, to an order for the annulment of the adjudication, without waiting for the adjourned meeting of creditors. Under the old law the Court constantly annulled adjudications with the consent of creditors who had proved or claimed debts, and he asked that the practice should be followed under the Bankruptcy Act, 1869. He submitted that the circumstance of the first meeting of creditors having been adjourned formed no valid reason for a refusal to grant an order to annul.

The CHIEF JUDGE said the words of the statute were very plain. Until the adjourned sitting had taken place the first sitting was not in fact complete, but when that had been held an application might be made for an order to annul. As matters now stood nothing could be clearer; until the second meeting had taken place the bankrupt was not in a position to ask for an order to annul.

Application refused.

Solicitors, *Lewis, Munns, Nunn & Longden*.

May 6.—*Re Hewer*.

Bankruptcy Act, 1869, *ss.* 84, 125, & 126—*Petition for liquidation by arrangement or composition—First meeting without a quorum.*

Mr. Frankish, solicitor for the debtor, applied for the direction of the Court under the following circumstances:—The debtor, who had only four creditors, filed a petition for liquidation, under the 125th & 126th sections of the Bank-

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ruptcy Act, 1869. At the first meeting only one creditor attended, and he passed a resolution for a liquidation out of court. The Registrar, upon the matter being brought under his notice, was of opinion that the proceedings fell through, but on the part of the debtor it was now contended that by the effect of the section 125 (division 2), and section 84, and rule 94, the proceedings should stand adjourned for a week in order that a *quorum*, consisting of three creditors, might have a further opportunity to attend and pass a resolution.

The CHIEF JUDGE, was of opinion that the meeting should be considered as adjourned for a week, in order that a valid resolution might be passed by a *quorum* of three creditors.

Order accordingly.

May 9.—*Re Figuls.*

Bankruptcy Act, 1869, *ss.* 72, 125, & 126—*Jurisdiction —Injunction—Practice.*

Reed, on behalf of the mortgagee of the lease of the debtor's premises and other property, applied for an order against the landlord of the premises, restraining him from proceeding further in an action of ejectment which he had brought for recovering possession of the property.

It appeared that the mortgagee had consented that his right to realise his security should remain in abeyance, in order that the receiver appointed under the proceedings should realise the property and pay him out of the proceeds. The present application was made under the 72nd section of the Bankruptcy Act, 1869. No adjudication had yet been made.

Reed contended that the Court had jurisdiction to deal with a question of this nature without the presentation of a petition.

The CHIEF JUDGE doubted whether the Court could interfere with the right of the landlord, which was paramount, but at all events it was an essential condition that the applicant should give an undertaking to indemnify the landlord. The subject of indemnity seemed somewhat to have been overlooked in previous cases. The order would be granted upon the condition stated.

Solicitor, *Maynard.*

APPOINTMENTS.

Mr. WILLIAM LAMBERT DOBSON, Attorney-General of the colony of Tasmania, has been appointed a Puisne Judge of the Supreme Court of Hobart Town, in the room of Sir Francis Smith, who has become Chief Justice on the retirement of Sir Valentine Fleming. The new judge is the eldest son of the late Mr. John Dobson, formerly of Carr Hill, Durham, who afterwards settled in Van Diemen's Land. Mr. W. L. Dobson received his early education at Hobart Town, but came to England to prosecute his legal studies; he was called to the bar at the Middle Temple in June, 1856, having obtained a certificate of honour in the bar examination. On his return to the colony he was appointed Crown Solicitor of Tasmania, but soon resigned that office to become Solicitor-General in succession to the late Mr. T. J. Knight. On the resignation of Mr. Knight in February, 1861, Mr. Dobson was nominated Attorney-General and a member of the Executive Council of that colony, which office he held while his party remained in power. The Attorney-Generalship of colonial governments is generally a stepping-stone to the bench, and Mr. Dobson, like the Chief Justice, Sir Francis Smith, has now become a judge by favour of the Tasmanian ministry.

Mr. JAMES COCKBURN PINNIGER, solicitor, of Newbury, has been elected coroner for the eastern division of the county of Berks, in succession to the late Dr. Alexander. The unsuccessful candidate, Mr. W. J. Cowper, had acted as deputy to the late coroner, who was his father-in-law, for seventeen years. Mr. Pinniger was admitted as a solicitor in Michaelmas Term 1855; he is junior partner in the local firm of B. & J. C. Pinniger.

Mr. FRANCIS WILLIAMS JOHNSON, solicitor, of Stockport, has been appointed Clerk to the Stockport Board of Guardians, in succession to the late Mr. Henry Coppock. Mr. Johnson was admitted in Trinity Term, 1859, and is a younger brother of Mr. William Johnson, coroner for Cheshire, to whom he has acted as deputy for some years, and with whom he is in partnership. The salary of the new clerk, who will also perform the duties of Superintendent Registrar, will be £200 per annum.

Mr. ALFRED WOOD ELLIOTT, solicitor, of Hastings, has been elected vestry clerk of the parish of St. Mary's, Hastings, which office was rendered vacant by the death of Mr. John Phillips, solicitor.

Mr. FREDERICK ADOLPHUS LANGHAM, solicitor, of Hastings, has been appointed solicitor to the parish of St. Leonards, in succession to the late Mr. John Phillips.

Mr. SIMON DUNNING, solicitor, of Parliament-street, has been appointed Legal Secretary to the Right Rev. Dr. Durnford, the newly-appointed Bishop of Chichester, Mr. Dunning is a member of the legal firm of Burder & Dunning, which has acted for many years as secretaries to the late Bishop of Chichester.

Mr. JOHN JOSEPH YATES, Solicitor, of Liverpool, has been appointed a Commissioner for affidavits in the Superior Courts of Common Law in Ireland.

GENERAL CORRESPONDENCE.

T. B. has not sent his name and address.

Sir,—"A Barrister" in your impression of the 7th inst. reminds me that I have a "very simple remedy" in my own hands for the iniquitous system under which I am, as an attorney, debarred from pleading in the superior courts. I am at a loss to find out the "simplicity" of this remedy unless it be in the childish folly of eating dinners for twelve terms or in wasting three years of profitable energy in disgraceful sloth. This certainly is very simple, but unfortunately it is a little too catching. Does "A Barrister" for a moment suppose that any solicitor would be so foolish as to seek a remedy for such an iniquitous system in such a way? I am glad, however, to find that a gentleman of the other branch is now brought into the arena. His letter is one more proof of the little knowledge barristers have of the value of time.

I am perfectly acquainted with the case of *Scott* v. *Stansfield*, which I admit must be held to be the law until revised. The interpretation, however, put upon it by "A Barrister" is incorrect. It does not apply to attorneys having the conduct of a cause. It was an action by a solicitor against a county court judge for slander uttered by the judge in a case tried before him in which the solicitor himself was the defendant, and addressed to him when he was giving evidence in the witness-box. The Lord Chief Baron and Baron Channell were careful not to lay down that a judge is altogether irresponsible for slander against persons who are not parties to the cause. If, as your correspondent states, it decided that "no county court judge any more than any other judge of any court of record is answerable for any comments on the conduct of the attorneys in the court, no matter how false, malicious, or irrelevant his comments may be," we might just as well cease to be a profession. That a false, malicious, irrelevant "slander" can be levelled against any man without a remedy, is contrary to the spirit of the English law. If, therefore, the case were as "A Barrister" puts it, it would only show the necessity of some interference by the Legislature. How that decision was arrived at, however, can easily be seen. It was conducted by barristers, defended by barristers, and decided by barristers. They, of course, will shelve all the responsibility they can and make "nunkey pay for all." This same desire to get rid of responsibility, no doubt actuated my counsel on the occasion in question, and led them to think no explanation necessary.

A SOLICITOR.

London, May, 1870.

[This is rather silly.—ED. S.J.]

Mr. Adam Paterson, a member of the firm of Paterson, Forbes, & Barr, solicitors, of Glasgow, has been appointed Dean of the Faculty of Procurators in that city.

The Indian papers, as cited by the *Globe*, report a "scene in court" at the Bombay Criminal Sessions on April 12, in which Mr. Chisholm Anstey, the late Bridgwater election commissioner, after obstinately refusing to sit down when required to do so by the judge (Sir C. Sargeant), was nominally committed for contempt of court. A Bridgwater newspaper, which cannot abide Mr. Anstey, hails this event, apparently, as calculated to salve, in some measure, the outraged feelings of Bridgwater.

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PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 9.—The *Naturalization Bill.* Consideration of the Commons' amendments. The Lord Chancellor explained that there were only four, to which he hoped they would agree. In clause 2 (enabling aliens to hold property), the Commons had struck out the proviso empowering the Queen in Council to suspend its operation with regard to the enjoyment of property by aliens, subjects of any state at war with Her Majesty, during the continuance of such hostilities. This proviso had appeared to him scarcely necessary, since during a time of war, there would be ample power to take action with regard to the subjects of an enemy who had settled or held property in this country. The aim of the bill—though it could not be thoroughly carried out—was to enable any person with a double allegiance to elect which country he would be a subject of. Clause 14 accordingly provided that any person who by being born within the British dominions became a British subject, but who became at his birth under the law of any foreign state a subject thereof, might, if of full age and not subject to any disability, make a declaration of alienage, and cease to be a British subject. Now, the Commons had added the converse proposition—that a person born out of Her Majesty's dominions who by reason of parentage was a British subject should in like manner be able to make a declaration of alienage and cease to be a British subject. This he thought an improvement, for it made the position of both countries a reciprocal one. The term of three years' residence adopted by their lordships as a qualification for naturalization had been extended by the Commons to five years, which was the period required in Prussia, and he believed at present in the United States. Considering that naturalization would confer the full privilege of citizenship, including a seat in Parliament and membership of the Privy Council, their lordships, he trusted, would assent to this. The Commons had also added a money clause, enabling the Home Secretary to fix the fees payable on certificates and declarations, which could not properly have been inserted by their lordships.—The amendments were agreed to accordingly.

May 10.—The *Sequestration of Benefices Bill* of last session, reintroduced by the Marquis of Hartington, was read a first time.

May 12.—*Ecclesiastical Dilapidations.*—A bill by the Archbishop of Canterbury was read a first time.

The *Ecclesiastical Patronage Transfer Bill* passed through committee.

HOUSE OF COMMONS.

May 6.—*Illegal Lotteries.*—Mr. Charley, after giving a sketch of the law on the subject, complained that while the Government enforced the law against other lotteries, they allowed Roman Catholic lotteries to go scot-free.—Mr. Bruce in reply said that where lotteries were got up not for gain, but for good objects, the Home Office practice was to communicate with the parties, pointing out the illegality of the affair, and such interference always succeeded in attaining its object. He doubted whether more direct interference would be approved by Parliament in cases where the lottery was for pious and charitable purposes. In reply to Mr. Sinclair Aytoun he stated that it was within his power and consistent with his duty, to determine when the law, as laid down in a particular Act of Parliament, should or should not be enforced.—Mr. Whalley accepted Mr. Bruce's reply as an avowal that the Roman Catholic religion ought to be extended.

The *Irish Land Bill.*—Adjourned committee. Clause 4 (Compensation for improvements) was resumed, and having been amended, on the motion of Dr. Ball, by adding leases for lives to the leases for thirty-one years which bar compensation, was agreed to.—Clause 5 (Presumption in tenant's favour).—Mr. Plunket moved an amendment originally proposed by Sir R. Palmer, to limit this clause to future tenancies.—The amendment was ultimately rejected by a majority of 191 to 132.—Mr. C. Fortescue added a proviso excepting from the presumption against the landlord improvements made before the acquisition of the estate by the existing landlord and improvements made under leases granted twenty years before the Act on holdings over £100 annual value.—The clause was then carried by a majority of 167 to 103.

The *Railways (Powers of Construction) Bill* passed through committee, an amendment proposed by Mr. Brogden, that every hearing by the Board of Trade of an opposed application should be in public, having been rejected by a majority of 31 to 16.

Common Enclosure.—Mr. Knatchbull-Hugessen introduced a bill to amend the law.

The *Irish Land Bill.*—Adjourned committee. Clause 6 (Compensation for other improvements).—Dr. Ball moved but withdrew on the understanding that the point would be considered by the Government, an amendment limiting the operation of the clause to yearly tenants.—An amendment by Mr. Pim, to extend to tenants of town plots the protection given to tenants of agricultural holdings, was negatived.—An amendment by Mr. Bruen was agreed to, providing that "out of any moneys payable to the tenant under this section all sums due to the landlord from the tenant in respect of rent, or of any deterioration of the holding, or arising from the non-observance of any express or any implied covenant or agreement, and also any sums payable by the tenant for taxes due in respect of the holding and not recoverable from the landlord, may, if not deducted under the provisions of section 4 of this Act, be deducted by the landlord."—Dr. Ball added at the end of the section a proviso that the section should not apply to any money or money's worth which has been paid during the existence of a lease made before the passing of the Act. The clause, with other verbal amendments, was then agreed to.—Clause 7 (Compensation in respect of crops).—Mr. C. S. Read inserted an amendment providing that this shall only be given in the absence of written agreement to the contrary.—Clause 8 (Definition of the limitation as to disturbance in holding).—An amendment by Dr. Ball, providing that eviction for breach of a reasonable covenant should not be deemed disturbance, was rejected by a majority of 194 to 113.—Mr. Corrance moved an amendment substituting for that part of the clause which empowers the court on special grounds to hold ejectment for non-payment of rent not to be disturbance, a general proviso enabling the court to treat persons evicted for non-payment as persons retiring voluntarily. Landlords should have adequate security, and the words of the clause were, he urged, uncertain.—Mr. C. Fortescue said the clause was entirely restricted to tenancies existing at the passing of the Act. An unwholesome system of extravagant rents having been found to exist, the clause proposed to enable the court to consider that matter as to previous tenancies, leaving the question as regarded the future.—Mr. Hardy could not see why, if *in futuro* ejectment for non-payment of rent was not to be disturbance, existing engagements should be interfered with. He objected, however, to the form of the amendment.—Mr. Corrance explained that all he proposed to leave to the court was the amount to be paid.—Mr. Gladstone said that a reckless competition having been created amongst tenants, and rents having been raised by strange landlords, often on the tenant's own improvements, to such an extent that it was often quite impossible for the tenants to meet such engagements, it was now desired to obtain a fresh starting point in order to bring about a strict observance of the conditions of contract in Ireland. To meet the difficulty he would suggest the addition of words to render the clause applicable only to tenancies existing at the passing of the Act, and which had continued without any alteration of terms and conditions.—Mr. Gregory agreed that the cases of exorbitant rent ought to be reached, but he feared that this clause, taken with clause 17 (Restriction on eviction), would create fixity of tenure without payment of rent.—Mr. Brodrick deprecated the encouraging of tenants by any uncertainty to raise questions of the fairness of rent, after they had ceased to pay it, or the thrusting on the court of such onerous questions.—Lord Elcho remarked that the Government of this country were now for the first time proposing to fix the price of an article.—The Solicitor-General for Ireland said the Government were not proposing anything like a regulation of prices, and if they were it would not be for the first time. The hard cases must be provided for, and the clause with the modification provided for by Mr. Gladstone would work satisfactorily. The result of the whole clause thus amended would be that an ejectment for non-payment of rent would not be deemed a disturbance of the tenant unless in the case of a person claiming compensation on the determination of a tenancy existing at the time of the passing of the Act, and continuing to exist up to the time of its determination without any alteration of rent. In that shape

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the clause would apply only to a limited class of cases, and to those only in the event of special grounds being shown. —Mr. Bruen's amendment was then rejected by a majority of 132 to 55, and Mr. C. Fortescue inserted the amendment proposed by Mr. Gladstone.—Clauses 8 and 9 were agreed to with verbal amendments.—Clause 10. Mr. Chichester Fortescue said the Government intended to give perfect freedom of contract to parties above the line of £50 valuation. To all tenants below that line the protection which the Act gave would be extended, but above that line parties would be at liberty to make contracts, no matter in what respect these contracts might differ from the basis of the Act. It was, accordingly, unnecessary to enact special provisions relating to tenancies above the line of £50. The clause, having been amended accordingly, was agreed to. Clause 11 (Exemption). "Town parks" were added to the exemptions from compensation.—Mr. C. Fortescue also added an amendment exempting holdings used for pasture only, saving to the tenant his claim under clause 4. He also accepted an amendment introducing a limitation to £50 valuation. The clause was then agreed to.—Clause 12 (Proceedings by tenants). —Sir J. Gray hoped the Solicitor-General for Ireland would define the Ulster tenant-right and the powers which would be given to tenants under the clause.—The Solicitor-General for Ireland said that the Ulster tenant from year to year would have an estate equivalent to an estate in fee simple in his occupancy, which he would be entitled to sell to an incoming tenant and to convey by deed. The bill proposed to legalise, but it did not propose to define, the Ulster custom. If the Ulster landlord chose to break through the Ulster custom, the Ulster tenant would be able to bring him into court, where he would be compelled to pay such compensation as the Court might think fit after a careful consideration of all the circumstances attending the individual case.—Sir J. Gray objected to the clause because by its provisions no man could make a claim until he was about to quit his holding. —Mr. C. Fortescue inserted, in consequence of a suggestion by Mr. Walpole, words providing that where a claim is made under section 3 of the Act, the number of years rent claimed shall be specified. The clause was then agreed to.—Clause 13 (Proceedings by landlord) was agreed to with verbal amendments.—Clause 14 ("Equities clause") was, after several complaints of its vagueness, agreed to with verbal amendment only.—Clause 15 (Derivative estates in the same holding) was agreed to.—Clause 16 (Lease in lieu of compensation).—Mr. C. Fortescue carried, by a majority of 250 to 148, the omission of this clause.

The *Bridgwater, Beverley, and Norwich Voters' Disfranchisement Bills* were read a third time and passed.

The *Stamp Duty on Deeds Bill.*—Mr. Bourke consented to postpone the motion for the second reading, on the understanding that he should have a future opportunity if the Chancellor of the Exchequer was not able to press forward a measure on the subject.

The *Felony Bill* was read a third time and passed.

The *Mortgage Debenture Act (1865) Amendment Bill* was read a third time and passed.

Law of Parliamentary Elections Amendment Bill.—The Marquis of Hartington, in introducing this bill, said it was founded mainly on the report of the recent committee, though diametrically opposed to it, as to the abolition of nomination days. For the present public ceremony the bill proposed to substitute a system of private nominations. Commenting on the principal objections to the ballot, he met the argument that voting, as a public trust, should involve a public responsibility, by saying that purity and freedom of election were as important as publicity. With regard to the objection that the secret voting would render bribery and personation impossible of detection, he replied that under the scheme embodied in the bill it would, it was believed, be quite possible to identify the votes for judicial purposes.—Mr. Leatham would have preferred a ballot bill pure and simple and would not withdraw his own.—Mr. Fawcett lamented that the expenses of the election were not to be thrown upon the constituencies.—The bill was read a first time and the second reading fixed for May 30.

May 10.—*The Bribery Prosecutions—Sir Henry Edwards.*—Mr. Horsman, to elicit an explanation from the Attorney-General, called attention to a letter written to the *Times* by Sir H. Edwards' son, in which the writer said that the Beverley Commissioners had not, as stated by the Attorney-General in a recent debate, recommended the prosecution of Sir H. Edwards, but, on the contrary, disapproved of it.—The Attorney-General said that the Act of 1863 provided that the commissioners' report, and the evidence against any person who had not received a certificate, should be laid before the Attorney-General. He would gladly have deferred instituting prosecutions against Sir H. Edwards and the others till he could take the opinion of the House; but that course was not open to him, because the Act required that the prosecution, if begun at all, should be begun within twelve months from the commission of the offence. The Beverley Commissioners, in what they called their interim report, stated certain facts as to Sir H. Edwards, adding that they did not deem it their duty to examine him. He and the Solicitor-General examined the evidence with Mr. Archibald, the Permanent Counsel to the Treasury (than whose opinion no better could be obtained), and came to the conclusion that they were bound to submit the evidence to a jury. Mr. Barstow, one of the commissioners, had afterwards changed his mind, considering that Sir H. Edwards was entitled to a certificate of indemnity, but he (the Attorney-General) could not hold that anyone was entitled to such a certificate who had not been compelled to answer questions tending to criminate himself. He had had no choice but to direct the prosecution.

Public Prosecutions.—A motion by Sir D. Wedderburn, for a select committee to inquire into the present system of conducting public prosecutions in Scotland, with the view of amending that system if necessary, and of extending to other parts of the United Kingdom the institution of public prosecutors, was negatived without a division.

The Income Tax—Schedule D.—A motion by Mr. Whalley, for a select committe to inquire into the mode of assessing the income tax under schedule D, was negatived without a division.

Conventual and Monastic Institutions.—The Select Committee was nominated as follows:—Mr. Villiers, Mr. Newdegate, Mr. Jessel, Mr. Thomas Chambers, Mr. Matthews, Mr. Howes, Mr. Cogan, Mr. Pemberton, The O'Conor Don, Mr. Bourke, Mr. Sherlock, Mr. John Gilbert Talbot, Mr. Pease, Mr. George Gregory, and Sir John Ogilvy. —Mr. Eykyn added an instruction to the committee that it had power to include in its inquiry Anglican and all other conventual and monastic institutions in Great Britain of a conventual or monastic character.—Mr. H. Matthews wished that the committee should be so instructed as that no member of an order who might be called upon for evidence should be compelled or called upon to make minute statements that could lead to the property of his monastery being forfeited by its being shown to be held under a title that was bad in law. He, therefore, moved "That it be an instruction to the committee not to inquire into matters which would involve a criminal charge against any person, or the forfeiture of any legal or equitable interest in property."—Mr. Gladstone replied that there was no ground for apprehensions about property. He emphatically declined such a limitation of a field of inquiry which so large a majority of the House had marked out.

The *Wine and Beerhouses Act* (1869) *Amendment Bill* passed through committee.

The *County Court Buildings Bill.*—The Lords' amendments were agreed to.

May 11.—The *Benefices Bill.*—Mr. Cross moved the second reading. He believed the clergy approved it. Nothing was further from its intention than to interfere with lay patronage, which was of very ancient date. After sketching the history of the law of the sale of advowsons he observed that the right of presentation, like other property, was the subject of sale, but the exercise of the right was a public trust, and therefore void, if made for pecuniary consideration. It was like the case of a vote. A man had a right to vote, but he was forbidden to sell that right. He might buy the property which gave the right of voting if he chose, or he might sell it, but so long as he retained it and the right to vote in connection with it, the law said if he sold the exercise of that right he was guilty of bribery, and would be punished. So, in the case of an advowson, the owner, if he wished, might sell the right to presentation, but when he sold the exercise of that right he did that which the law should not allow. He only asked the House, with reference to this property, to take another step in the course which had been followed by legislation at various periods of our history. At the time of Elizabeth a presentation might not be sold while the living was void; at the time of the Union it could not be sold to a clergyman; and he now only asked them to take the further step pointed out by Chief Justice Best—

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namely, that the actual sale of the next presentation ought not to be allowed, whether that was done by a grant, or any contrivance of selling the advowson and buying it back, or by any covenant to buy it back, or by any contrivance of buying an actual living when the incumbent was in extreme danger of death. There were provisoes in the bill which would prevent its falling harshly on individuals. It would not come into operation for some time, in order that arrangements already made might be carried out without a hardship. There was a proviso which saved livings which had been put in existing settlements, as it would not be fair to disturb family arrangements which had been made certainly without expecting the passing of a measure of this kind; but for the future no such settlements could be allowed. There was also a saving provision in the case of persons who had bought next presentations for their sons, who might have died, or changed their minds, or gone into other professions.—Mr. Beresford Hope regretted the existence of facts rendering some action necessary, but hoped the bill would not be pressed to a second reading. He approved of lay patronage. He feared the bill would not stop the wrong, and would be evaded by secret sales. The worst evil was the presenting a living to a clergyman on the understanding that he was to resign as soon as a son or nephew came of age. The cure for these evils he suggested might be found in allowing sales of next presentations through the office of the bishop of the diocese, a certain amount of the purchase-money being retained for the benefit of the Church of England, and the bishop having powers of examination and rejection beyond what he at present possessed. This would be better than leaving it open to a bankrupt patron to make a presentation on the assurance that shortly after some spiritual "man in the moon" would make him a present of a sum of money. To meet the case of a patron who desires to present his relative, at the time not in holy orders, he would make the bond of resignation absolutely illegal, and allow the patron to request permission of the bishop to refrain from presenting until his intended nominee was eligible, the bishop appointing a curate. He, however, mainly trusted to the growth of morality for the correction of these evils.—The Solicitor-General said there was no sign of increased moral responsibility among lay patrons. Cases came daily before him which he could not believe did not the evidence compel him. He approved of lay patronage and recommended the bill for a second reading.—Mr. Hinde Palmer, Mr. Hardy, and Dr. Ball supported it.—Mr. Henley thought it would strike at the root of lay patronage.—The bill was read a second time.

The *County Coroners (Ireland) Bill*.—On the motion for the second reading this bill was thrown out by a majority of 172 to 98.

The *Suburban Commons Bill* was read a second time.

May 12.—The *Irish Land Bill* (Adjourned Committee).—Clause 17 (Restrictions on eviction) resumed.—Dr. Ball carried an amendment giving the court a discretion of suspending the general rule that a tenant shall be compelled to quit till his compensation has been paid him. The clause was then agreed to.—Clause 18 (Courts) was agreed to, proposals, by Dr. Brewer to substitute for the civil bill court a court to be formed by the Lords Lieutenant grouping together from time to time the civil bill courts of their adjoining counties, and by Mr. W. Shaw substituting a judge of the Landed Estates Court going circuit as required. having been negatived.—Clause 19 (Courts) was amended by Dr. Ball by the addition of a valuer to act as an assessor, another amendment also by Dr. Ball to dispense with a jury for the questions of fact, having been rejected.—Clauses 20—23 (Courts and procedure) and clauses 24—27 (Leases by limited owners) were agreed to, with unimportant amendments). These were the last of the occupation clauses.—Part II. Sales to tenants.—Mr. C. Fortescue amended clause 28 so as to strike out the Board of Works from part 2 of the bill, substituting "the court." On clause 37 Dr. Ball succeeded in providing that this court shall not be the civil bill court. Clause 31 having been expunged as tautologous, the clauses to the end of part II. were agreed to, and progress reported.

The *Poor Law Relief (Metropolis) Bill* was read a third time and passed.

The *Womens' Disabilities Bill*.—On the order for committee this bill was, on the motion of Mr. Bouverie, thrown out by a majority of 220 to 94.

OBITUARY.

MR. B. WALKER.

Mr. Banes Walker, solicitor, of Alford, Lincolnshire, died on the 21st April, at the early age of thirty-seven years. He was admitted in Michaelmas Term, 1855, and was in partnership with Mr. L. wilson, clerk to the local magistrates.

MR. H. A. WILDES.

The death of Mr. Henry Atkinson Wildes, solicitor, formerly of Maidstone, took place at Folkestone on the 6th of May, in the seventy-ninth year of his age. Mr. Wildes was admitted in Trinity Term, 1816, and for many years fulfilled the office of Clerk of the Peace for the county of Kent, and was also Clerk to the Lieutenancy.

MR. J. W. WILLIAMSON.

Mr. John Wilkins Williamson, barrister-at-law, died at Exeter on the 22nd of April, aged 79 years. He was called to the Bar at the Middle Temple in November, 1841, and practised for many years as a conveyancer in London.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 18th of May, at 8 p.m., precisely, when Mr. Philip Vernon Smith will read a paper on "The Law of Forfeiture for Treason and Felony." The Hon. George Denman, M.P., will preside. The Council will meet at half-past seven.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday, 10th May, Mr. Widdows in the chair, the question for discussion was No. 453 Legal:—"Does the addition of a further maker to a promissory note, after it has become a perfect instrument, discharge the original maker from liability?": *Catton* v. *Simpson* (8 Ad. & El. 136); *Gardner* v. *Walsh* (3 W. R. 460, 1 Jur. N. S. 828).

Mr. Burrell opened the debate in the affirmative, and Mr. L. Hunter in the negative, and the question was ultimately decided in the affirmative.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, May 16, class A. Tuesday, May 17, class B. Wednesday, May 18, class C. —4.30 to 6 p.m.

Friday, May 20, lecture—6 to 7 p.m.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Intermediate Examination.

The Examiners have appointed Thursday, the 2nd of June, for the intermediate examination of persons under articles of clerkship to attorneys; candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at 4 o'clock.

Articles, &c., to be left with the secretary of the Incorporated Law Society on or before Wednesday, the 18th of May.

The regulations in all other respects are identical with those already published.

Final Examination.

The Examiners have appointed Monday, the 30th, and Tuesday, the 31st of May, for the examination of persons applying to be admitted attorneys; candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery Lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

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Articles, &c., to be left with the Secretary of the Incorporated Law Society on or before Wednesday, the 25th of May.

In all other respects the regulations for this examination are exactly similar to those already published.

COURT PAPERS.

COURT OF CHANCERY.

During the Whitsun Vacation all applications to the Court of Chancery which are of an urgent nature are to be made to or at the chambers of the Vice-Chancellor Sir William Milbourne James.

All applications for leave to give notice of motion only, may be made to the chief clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, 11, New-square, Lincoln's-inn.

The chambers of the Vice-Chancellor James will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 11 till 1 o'clock.

The Whitsun Vacation will commence on Monday, 16th May, and terminate on Tuesday, 24th May, both days inclusive.

SITTINGS IN TRINITY TERM, 1870.

LORD CHANCELLOR.
Lincoln's Inn.

Thur., May 26..Appeal motions.
Friday ....27..Petitions, & apps.
Saturday ..28 { No Sitting — Her Mjsty's. Bthdy.kpt.
Monday ....30 } Appeals.
Tuesday ....31 }
Wedns., June 1 }
Thursday .. 2 }
Friday .... 3..App. mtns. & apps.
Saturday .. 4 }
Monday .... 6 }
Tuesday.... 7 } Appeals.
Wednesday . 8 }
Thursday .. 9 }
Friday ....10..App. mtns. & apps.
Saturday ..11 }
Monday ....13 } Appeals.
Tuesday ....14 }
Wednesday .15..Petns., & apps.
Thursday ..16..App. mtns. & apps.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Thur., May 26..Motions.
Friday ....27 { Petns., sht. causes, adj. sums., and general paper.
Saturday ..28 { No Sitting — Her Mjsty's.Bthdy.kpt.
Monday ....30 } General paper.
Tuesday ....31 }
Wedns., June 1 }
Thursday .. 2..Mtns. & gen. pa.
Friday..... 3..General paper.
Saturday .. 4 { Ptns., sht. caus., adj. sums., and general paper
Monday .... 6 } General paper.
Tuesday .... 7 }
Wednesday . 8 }
Thursday .. 9..Mtns. & gen. pa.
Friday ....10..General Paper.
Saturday ..11 { Petns., sht. caus., adj. sums., and general paper.
Monday ....13 } General paper.
Tuesday....14 }
Wednesday..15 }
Thursday ..16..Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.

Thur., May 26..Appeal motions.
Friday ....27 { Petns. in lunacy, & appeal petitions.
Saturday ..28 { No sitting — Her Mjsty's Bthdy.kpt.
Monday ....30 } Appeal Court.
Tuesday ....31 }
Wedns., June 1 }
Thursday .. 2 }
Friday..... 3..Appeal motions.
Saturday .. 4 { Petns. in lunacy, bkrpt. apps., and appeal petitions.
Monday .... 6..Appeal Court.
Tuesday.... 7 { Apps. from the County Palatine of Lancaster.
Wednesday . 8 } Appeal Court.
Thursday .. 9 }
Friday ....10..Appeal motions.
Saturday ..11 { Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday ....13 } Appeal Court.
Tuesday....14 }
Wednesday .15 }
Thursday ..16..Appeal motions.

NOTICE.—The days (if any) on which the Lord Justice shall be sitting with the Lord Chancellor, or the Judicial Committee of the Privy Council, are excepted

V. C. SIR JOHN STUART.
Lincoln's Inn.

Thur., May 26..Mtns. and causes.
Friday.....27..Petns. and causes
Saturday ..28 { No sitting — Her Mjsty's.Bthdy.kpt.
Monday ....30..Sht. causes & caus.
Tuesday ....31 } Causes.
Wedns., June 1 }
Thursday .. 2..Mtns. & causes.
Friday..... 3..Petitions & causes.
Saturday .. 4..Sht. causes & caus.
Monday .... 6 }
Tuesday.... 7 } Causes.
Wednesday . 8 }
Thursday .. 9..Mtns. & causes.
Friday ....10..Ptns. and causes.
Saturday ..11..Sht.causes & caus.
Monday ....13 }
Tuesday....14 } Causes.
Wednesday .15 }
Thursday ..16..Motions.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Thur., May 26..Mtns. & gen. pa.
Friday.....27 { Petns., sht. caus., adj. sums., and general paper.
Saturday ..28 { No sitting — Her Mjsty's.Bthdy.kpt.
Monday ....30 } General paper.
Tuesday....31 }
Wedns., June 1 }
Thursday .. 2..Mtns. & gen. pa.
Friday .... 3..Ptns. & gen. pa.
Saturday .. 4 { Sht. causes, adj. sums. & gen. pa.
Monday .... 6 } General paper.
Tuesday.... 7 }
Wednesday . 8 }
Thursday .. 9..Mtns. & gen. pa.
Friday.....10..Petns. & gen. pa.
Saturday ..11 { Sht. causes, adj. sums., & gen. pa.
Monday ....13 } General paper.
Tuesday....14 }
Wednesday. 15 }
Thursday ..16..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Thur., May 26..Mtns. & gen. pa.
Friday.....27 { Ptns., sht. caus., adj. sums., and general paper.
Saturday ..28 { No sitting — Her Mjsty's.Bthdy.kpt.
Monday ....30 } General paper.
Tuesday....31 }
Wedns., June 1 }
Thursday .. 2..Mtns. & gen. pa.
Friday .... 3..General paper.
Saturday .. 4 { Petns., sht. causes, adj. sums., & gen. paper.
Monday .... 6 } General paper.
Tuesday.... 7 }
Wednesday. 8 }
Thursday .. 9..Mtns. & gen. pa.
Friday.....10..General paper.
Saturday ..11 { Petns., sht. caus., adj. sums., and general paper.
Monday ....13 } General paper.
Tuesday....14 }
Wednesday..15 }
Thursday ..16..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Trinity Term, 1870.

IN TERM.

Friday ..... May 27 | Thursday ..... June 2
Thursday ..... June 9

There will not be any sittings during Term in London.

AFTER TERM.

Middlesex.	London.
Friday ..... June 17	Friday ..... July 1

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

ORDER OF COURT.—Easter Term, 1870.

Cor.—COCKBURN, C.J., BLACKBURN, and MELLOR, JJ.
(Read in open Court Cockburn, C.J., 11th May, 1870.)

That in future, except during the first four days and the last four days of Term, this Court will sit in two divisions on every Wednesday.

But there will in these days be no sitting at Nisi Prius. And that in the Full Court the new trials will be taken or such other business as the Court may from time to time direct in its order, and in the Bail Court the Crown paper with the exception of such cases as may be postponed as of importance.

COMMON PLEAS.

May 9, 1870.

This Court will, in Trinity Term next, form a Second Court to sit in banc on the following days—viz., Tuesday, May 31, Wednesday, June 1, Monday, June 6, and Tuesday, June 7, and such Second Court will proceed with the cases standing in the Special Paper, in addition to the usual days appointed for that purpose.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZ-ROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Trinity Term, 1870.

IN TERM.

Middlesex.

Friday ..... May 27 | Thursday ..... June 2
Thursday ..... June 9

The Court will not sit in London during term.

AFTER TERM.

Middlesex.	London.
Friday..... June 17	Friday ..... July 1

The Court will sit in Middlesex, in term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

During term the Court will sit at Nisi Prius, on Mondays, at half-past ten o'clock, and on all other days at 10 o'clock.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 13, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 94⅜	Annuities, April, '85
Ditto for Account, June 94¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 113¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92¾	

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	74½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	42¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124
Stock	Do., A Stock*	100	131½
Stock	Great Southern and Western of Ireland	100	102
Stock	Great Western—Original	100	72½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	45¼
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	128¾
Stock	London and South-Western	100	91½
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	73
Stock	Midland	100	127½
Stock	Do., Birmingham and Derby	100	95½
Stock	North British	100	36½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	47¼
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

In spite of an active and increasing demand for money, the funds opened without alteration. Soon, however, the news from France of the result of the Plebiscite, added to her money demand, occasioned an advance, at which the market is still firm. Railways, which opened heavily, have since been in rather active demand, but are now only in moderate request. Great Northerns have receded on realisations after the late rise. The favourable traffic returns of the North Eastern and Midland have caused those lines to be in some request. Foreign securities opened dull but became brisker, and are now, on the settlement of the fortnightly account, quite active.

The Porto Rico Irrigation Company (Limited) invite subscriptions for £140,000 9 per cent. mortgage debentures at the price of £46 per £50 debenture payable by instalments, and offer a bonus of one fully paid-up £5 share-warrant to each £50 debenture when fully paid-up.

The Town Council of Blackburn have increased the salary of Mr. Henry Hoyle, clerk to the borough justices, from £330 to £430 per annum.

Mr. J. Harvey Boys, solicitor, has resigned the coronership of Margate, to which he was appointed at the latter end of last year, in consequence of ill-health. His son, Mr. Athelstan H. Boys, is a candidate for the vacant office, which is in the gift of the Town Council.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 5.—By Messrs. CHINNOCK, GALSWORTHY, & CHINNOCK.

Freehold business premises, No. 261, High Holborn, producing £145 per annum. Sold £3,150.

Freehold ground-rent of £150 per annum, arising from 17 houses in Frog-lane and Victoria-place, Essex-road, Islington. Sold £3,300.

Freehold house and shop, No. 58, Upper-street, Islington, let at £140 per annum. Sold £3,000.

By Messrs. FULLER, HORSEY, SON, & Co.

Freehold Premises, No. 78, Lower Thames-street, City. Sold £4,600.

By Mr. GEO. BERRY.

Leasehold three houses, Nos. 9 to 11, Union-terrace, Camden-town, and three houses and shops, Nos. 186, 188, and 190, High-street, Camden-town, producing £115 per annum, term 54½ years from 1819 at £25 4s. per annum. Sold £270.

By Mr. J. G. PREVOST.

Freehold, six cottages, Nos. 1 to 6, Sampson's-place, Mile End-road, producing £49 8s. per annum. Sold £360.—Freehold three houses Nos. 37, 38, and 48, Lincoln-street, Mile End, producing £66 per annum. Sold £680.—Freehold two plots of building land situate in Driffield-road, Old Ford. Sold £146.

May 6.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold residential property, situate at Little Heath, North Mimms, Herts, comprising a residence, with stabling, farm buildings, and 43a. 0r. 37p. of land. Sold £9,300.

Freehold 9a. 3r. 17p. of meadow land, situate as above. Sold £1,800.

Freehold Great Bray's farm, in the parishes of Rochford and Little Stambridge, Essex, comprising a residence, with buildings and cottages, and 78a. 3r 1p. of land. Sold £3,900.

Freehold 12a. 2r. 14p. of arable land, in the parish of Hawkwell, Essex. Sold £550.

Freehold 27a. 1r. 15p. of marsh land, in the parish of Barking, Essex. Sold £2,210.

Freehold Fernhill Farm, Barking Side, Essex, comprising a residence, with buildings and 83a. 1r. 32p. of land. Sold £6,500.

Freehold two cottages, situate in Redbridge-lane, leading to Woodford-bridge. Sold £150.

Freehold and small part copyhold property, known as Rose-hill, Hoddesdon, Herts, comprising a residence, with stabling, buildings, and 6a. 3r. 39p. of land. Sold £250.

Copyhold two cottages in Lord's-lane, Hoddesdon. Sold £150.

Freehold and copyhold pasture land, situate in Charlton Mead, Hoddesdon, containing 1a. 0r. 2p. Sold £50.

By Messrs. DANN & SON.

Freehold 2r. 16p. of plantation land with messuage thereon, known as Yew Tree Cottage, Bexley, Kent. Sold £420.

Freehold 1a. 0r. 10p. of plantation land, situate as above. Sold £500.

Freehold The Blackbird public-house, with stabling, buildings, and fruit plantations, containing 2r. 31p., situate as above Sold £860.

Freehold 4a. 0r. 8p. of pasture land, situate as above. Sold £670.

Freehold 7a. 0r. 18p. of meadow land, situate as above. Sold £850.

By Mr. EILOART.

Freehold, 6a. 1r. 2op. of meadow land, situate at Muswell-hill. Sold £2,800.

May 9.—By Messrs. DANN & SON.

Freehold, "The Bull Inn," with messuages, stabling and meadow, containing 3a. 3r. 19p., situate at Birchwood, St. Mary Cray, Kent. Sold £1,400.

Freehold plantation, situate in the parish of Sutton, at Stone, Kent Sold £3,050.

May 10.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Copyhold building, known as Lambeth Chapel, Lambeth-road, and three houses, Nos. 4 to 6, Buxton-place, let on lease at £91 10s. per annum. Sold £2,010.

Copyhold residence, No. 60, Kennington-park-road. Sold £450.

Copyhold residence, No. 64, Kennington-park-road, let at £50 per annum. Sold £600.

Leasehold residence in Melrose-road, South Fields, Wandsworth, term 99 years from 1853, at £12 per annum; also a plot of freehold land. Sold £1,200.

Freehold ground rent of £3 3s. per annum, secured on houses in Stanhope-street, Hampstead-road. Sold £650.

Freehold ground rents, of £9 9s. per annum, secured on houses in Charles-street, Hampstead-road. Sold £510.

Freehold ground rents of £14 14s. per annum, secured on houses in Charles-street, Hampstead-road. Sold £890.

Freehold ground rent of £2 2s., secured on houses in Charles-street and Stanhope-street, Hampstead-road. Sold £750.

Freehold ground rent of £9 9s., secured on houses in Charles-street, Hampstead-road. Sold £570.

By Messrs. J. J. CLEMMANS & SON.

Freehold fourteen houses, 1 to 13, Charlotte-street, and 10, Trafalgar-street, Bethnal-green-road, producing £148 4s. per annum. Sold £1,130.

Leasehold two residences, Nos. 3 and 4, Hephzibah-terrace, Grange-road, Dalston, annual value £70, term 67 years unexpired, at £8 per annum. Sold £640.

Leasehold two houses and seven cottages, in East-steet, Stratford, let on lease at £54 per annum, term expiring in 1896, at £8 8s. per annum; and leasehold improved ground rents of £19 16s. per annum (for 26 years), arising from numbers 265, 267, 271, 273, and 275 High-road, Stratford. Sold £600.

By Messrs. GLASIER & SONS.

Leasehold house and shop, No. 71, Southampton-row, Russell-square, let at £65 per annum, term 29 years unexpired, at £20 per annum. Sold £440.

Leasehold stable and premises, No. 32, Southampton-mews, Bloomsbury, producing £33 16s. per annum, term 29 years unexpired, at £10 per annum. Sold £110.

Leasehold improved ground rents, of £56 3s. per annum, for 33 years, secured on 14 residences in Warwick-road and Warwick-terrace, Upper Clapton. Sold £1,110.

Freehold house and shop, No. 9, Carnaby-street, Golden-square, let at £56 per annum. Sold £1,240.

Freehold house, No. 13, Duke-street, Lincoln's-inn-fields, let at £50 per annum. Sold £720.

May 11.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold plot of building land, situate at Hornsey-park. Sold £250.

Freehold two plots of building land, situate as above. Sold £180.

Freehold plot of building land, situate as above. Sold £540.

By Messrs. HARDS, VAUGHAN, & LEIFCHILD.

Valuable sugar estate, called "Bath-lodge," St. John, Antigua, containing 435 acres. Sold £6,000.

By Messrs. WINSTANLEY & HORWOOD.

Freehold, the Sutherland Arms public-house, No. 7, May's-buildings, St. Martin's-lane, let on lease at £60 per annum. Sold £1,240.

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AT THE GUILDHALL COFFEE HOUSE.

May 5.—By Mr. MARSH.

Absolute reversion to one-half of £2,544 5s. 7d., Three per cent. Consolidated Bank Annuities on the death of a lady aged 74 years. Sold £600.

Absolute reversion to one-half of £2,360 Three per cent. Consolidated Bank Annuities on the death of the above lady. Sold £550.

Contingent reversion to one-fourth of £2,427 18s. 1d. Three per cent. Bank Annuities, on the death of a lady aged 76, provided a lady aged 29 years survives her. Sold £260.

Absolute reversion to £1,666 13s. 4d. Consols, on the death of a lady aged 84 years. Sold £1,030.

Contingent reversion on the death of a gentleman aged 67 years, provided a gentleman aged 41 survives him, in one-sixth of £1,518 9s. 7d. invested on mortgages, also a policy of assurance for £200. Sold £110.

Contingent reversionary interest to one-fifth of £2,000 and £2,330 invested on mortgage, on the death of a lady aged 60 years. Sold £170.

Absolute reversion to one-fifth of £2,549 18s. stock of the Bank of Ireland, on the death of a lady aged 65 years. Sold £510.

Policy of assurance for £5,000 in the Equitable Assurance Society, on the life of a gentleman aged 47 years. Sold £2,860.

By Mr. BUNKELL.

Freehold six cottages, Nos. 9 to 14, Alfred-cottages, Acton-road, let at £101 per annum. Sold £760.

Freehold cottage, Nor 15, Alfred-cottages, producing £17 per annum. Sold £150.

Leasehold two houses, 6 and 7, Salisbury-terrace, Salisbury-road, Highgate-hill, let at £51 per anum, term 99 years from 1851, at £6 per annum each house. Sold £190 each.

Freehold 23a. 2r. 2p. of meadow land, situate at Oving, near Winslow, Bucks. Sold £1,630.

By Messrs. LOUND & STRANSOM.

Leasehold residence, No. 140, Albany-street, Regent's-park, term 60 years unexpired at £22 per annum. Sold £440.

By Messrs. STUCKEY & WINSTANLEY.

Leasehold two houses and shops, Nos. 8, Charlwood-street, and 25A, Lillington-street, Pimlico, producing £83 per annum, term 75½ years from 1853, at £29 5s. per annum. Sold £620.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COOKSON—On May 12, at 26, Devonshire-terrace, Hyde-park, Mrs. Montague Cookson, of a son.

COPEMAN—On May 12, at 108, Bedford-street, Liverpool, the wife of C. R. Copeman, solicitor, Esq., of a daughter.

HARDCASTLE—On Monday, May 9, at Nether Hall, Bury St. Edmund's, the wife of Henry Hardcastle, barrister-at-law, of a son.

DEATHS.

SMITH—On May 7, at Elm House, Dulwich-road, Emma Jane, wife of Mr. Edward Hart Smith, of Clement's-inn, solicitor, aged 36.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tin-lined packets, labelled—JAMES EPPS & Co., Homœopathic Chemists, London.—(ADVT.)

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, May 6, 1870.

LIMITED IN CHANCERY.

Isle of Wight Estates Company (Limited).—The Master of the Rolls has, by an order dated April 27, ordered that the above company be wound up. Herbert, New-inn, Strand, solicitor for the petitioner.

Van United Lead Mining Company (Limited).—Vice-Chancellor Malins has, by an order dated April 29, ordered that the above company be wound up. Rooks & Co. King-street, Cheapside, solicitors for the petitioner.

TUESDAY, May 10, 1870.

UNLIMITED IN CHANCERY.

Anchor Assurance Company.—Vice-Chancellor James has, by an order dated April 26, appointed Samuel Lowell Price, to be official liquidator. Creditors are required, on or before June 1, to send the full particulars of their claims to the above. Friday, June 10 at 1, is appointed for hearing and adjudicating upon the debts and claims.

Herne Bay Pier Company.—Vice-Chancellor Malins has fixed the 26th of May, at 12, for the appointment of an official liquidator.

National Provincial Life Assurance Society.—Vice-Chancellor James has, by an order dated March 22, appointed Mr. John Young, of 16, Tokenhouse-yard, to be official liquidator.

LIMITED IN CHANCERY.

Bron Heulog Lead Mining Company (Limited).—Petition for winding up, presented May 6, directed to be heard before the Master of the Rolls on June 4. Matthews & Greetham, Lincoln's-inn-fields, solicitors for the petitioner.

Great Oceanic Telegraph Company (Limited).—Vice-Chancellor Malins has, by an order dated April 29, ordered that the above company be wound up. Tucker, St. Swithin's-lane, solicitor for the petitioner.

Leeswood Main Coal, Cannel, and Oil Company (Limited).—The Master of the Rolls has, by an order dated April 30, ordered that the above company be wound up. Churchill & Hordern, Devereux-court, Temple, for Finchett-Maddock & Co, Chester, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER.

Brunswick Steam Saw Mills Company (Limited).—Petition for winding up, presented May 6, directed to be heard before the Vice-Chancellor on May 18. Lowndes & Co, Liverpool, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 6, 1870.

Atkinson, John, Preston Patrick, Westmoreland, Gent. June 15. Atkinson v Robinson, V.C. Stuart. Lefroy, Robert-street, Adelphi.

Booth, Ferdinand Alexander Theodore, Chepstow-villas, Kensington, Professor of Music. May 30. Mitchell v Booth, V.C. Stuart. Rooks & Co, King-street, Cheapside.

Brown, Geo, Buglawton, Chester. May 28. Brown v Brown, M.R. Latham, Congleton.

Corner, John, Seaton Carew, Durham, Gent. June 2. Ellery v Corner, V.C. Malins. Strover, West Hartlepool.

James, Arthur Thos, Mornington-court, Hereford, Gent. June 8. Hoffman v James, V.C. Stuart. Beddoe, Hereford.

Montague, John, Horseferry-row, Westminster, Oilman. June 7. Jay v Montague, V.C. James. Pilgrim, Norwich.

Russell, Rt. Hon. Francis John, Maidenhead, Berks, Commander R.N. May 26. Haycock v Russell, M.R. Fladgate & Co, Craven-street, Strand.

Spiller, Abraham, Hinton St. George, Somerset, Gent. May 23. Spiller v Spiller, V.C. Malins. Tucker & Forward, Chard.

Thompson, Joseph, St. Steven's-square, Bayswater. June 10. Stockdale v Thompson, V.C. Stuart. Jordan, Westminster-chambers, Victoria-street.

Wild, John Nicholas, Kidlington, Oxford, Farmer. June 3. Harris v Wild, V.C. Stuart. Hester, Oxford.

Next of Kin.

Talver, John, Paignton, Devon, Esq. June 6. V.C. Malins.

TUESDAY, May 10, 1870.

Mirehouse, Rev. Wm, Winterbourne, Gloucester, Clerk. June 4. Mirehouse v Mirehouse, V.C. James. Fry, Bristol.

Pickering, Mary, Princes'-gate, Middx, Widow. June 15. Pickering v Pickering, V.C. Stuart.

Tapsell, Francis, Brighton, Sussex, Gent. June 10. Bowler v Tapsell, V.C. Stuart. Irwin, Gray's-inn-square.

Rushton, William, Cheadle, Chester, Yeoman. June 6. Rushton v Snelson, V.C. James. Latham, Congleton.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 6, 1870.

Barker, John, Cartmel, Lancaster, Esq. June 24. Cunliffe & Leaf, Manch.

Bower, Benj, Avebury-st, Pool-st, New North-rd, Gent. June 8. Brooks, New North-rd.

Boyce, Anne Helena, Brighton, Sussex. Widow. May 31. Robinson & Preston, Lincoln's-inn-fields.

Boyce, Wm Nettleton, Chichester, Commander, R.N. May 31. Robinson & Preston, Lincoln's-inn-fields.

Burton, Maria, Wreningham, Norfolk, Spinster. Sept 20. Tillett & Co, Norwich.

Davis, Edward Thos, York-rd, King's-cross, Licensed Victualler. June 6. Nash & Co, Suffolk-lane, Cannon-st.

Goff, Wm, Ashted, Birm, Gent, May 31. Beale & Co, Birm.

Gurney, Emma, Stratford, Essex, Widow. Routh & Stacey, Southampton-st, Bloomsbury.

Franklin, James, Little Canfield Hall, Essex, Farmer. June 13. Wade & Knocker, Dunmow.

Heyhoe, Grigson Butcher, East Bradenham, Norfolk, Gent. June 1. Cooper & Co, East Dereham.

Hodgson, John, Manch, Dealer in Sewing Machines. June 7. Norris & Wood, Manch.

Holt, Hy, Headingley, Leeds, Land Agent. July 30. Holt & Sons, Horbury.

Hopkinson, Job, Whitehouses, Nottingham, Farmer. June 4. Mee & Co, East Retford.

Jordan, Robert, Beccles, Suffolk, Butcher. June 18. Copeman & Son, Loddon.

Jordan, Wm Lachlan, Launceston, Tasmania, Esq. June 1. Nisbet & Co, Lincoln's-inn-fields.

Lovell, John, Downham-rd, Islington, Licensed Victualler. June 10. Robinson, Basinghall-st.

Middleton, Mary, Leeds, Shopkeeper. June 1. Middleton & Son, Leeds.

Scarth, Wm, Morley, York, Cloth Manufacturer. June 1. Middleton & Son, Leeds.

Snashall, John Wm, Brighton, Sussex, Timber Merchant. June 1. Black & Co, Brighton.

Sowdon, Wm Hy, Winchester, Southampton, Gent. June 24. Lee & Best, Winchester.

Taylor, Arthur, Coleman-st, Printer. May 28. Sharpe & Co, Bedford-row.

Terry, John, Leyburn, York, Surgeon. May 23. Topham, Middleham.

Treggon, Wm Thos, The Cedars, East Dulwich, Gent. May 31. Baker & Co, Crosby-sq.

Yarker, Mary Beata, Leyburn Hall, York, Widow. May 23. Topham, Middleham.

TUESDAY, May 10, 1870.

Binnall, Samuel, Worcester, Builder. June 9. Josiah Baylis, Worcester.

Booth, John, Macclesfield, Chester, Builder. Aug 1. Hand, Macclesfield.

Brown, Hugh Fraser, Alcester, Warwick, Farmer. June 24. Jones & Son, Alcester.

Capes, Robert, Gainsborough, Lincoln, Gent. June 11. Norris, Acton-st, Gray's-inn-rd.

Crofts, Hy, Bloomfield, Stafford, Furnace Builder. July 5. Round, Tipton.

Dale, Robert, Thorpe-next-Norwich, Norfolk, Timber Merchant. June 24. Fox, Norwich.

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Dunlop, John Renton, Berwick-upon-Tweed, Esq. June 6. Sanderson, Berwick-upon-Tweed.
Fisher, Eliz, Handsworth, York, Spinster. June 21. Fretson, Sheffield.
Fritz, Johann Ludwig, Gloucester-st, Camden-town, Gent. June 11. Pike & Son, Old Burlington-st.
Gatehouse, John Steele, Emsworth, Southampton, Brewer. June 1. Sowton, Chichester.
Gray, Isabella, Manch, Widow. June 11. Brett & Co, Manch.
Gray, Wm, Manch, Millwright. June 11. Brett & Co, Manch.
Hill, John, Manch, Merchant. June 30. Potter & Knight, Manch.
Leslie, Chas, Slindon Hall, Sussex, Colonel. June 30. Carlisle & Ordell New-sq, Lincoln's-inn.
Parsons, John Meeson, Russell-sq, Esq. July 1. Young & Co, St Mildred's-ct, Poultry.
Quarmby, Geo Jonathan, Portsea, Southampton, Clerk. June 24. Digby & Son, Maldon.
Reed, John, Mexbrough, York, Earthenware Manufacturer. Aug 10. Harrop, Swinton.
Reynolds, Charlotte Hill, New-cross-rd, Widow. June 6. Hawks & Co, High-st, Southwark.
Rouse, Edward, Stourton, Warwick, Yeoman. Aug 1. Aplin & Saunders, Chipping Norton.
Thomas, Peter, Newlyn, Cornwall, Mason. July 1. Borlase & Milton, Penzance.
Urry, Wm, Louth, Lincoln, Wheelwright. July 1. Daubney, Market Rasen.
Venman, John, Tormoham, Devon, Gent. June 24. Phillips & Sons, Plymouth.
Williams, Thos, Carreg-y-Berfedd, Llanfihangel Glyn Myfyr, Denbigh, Farmer. June 1. Hughes, Corwen.

Bankrupts.

FRIDAY, May 6, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baxter, John, Oxford-st, Printer. Pet May 2. Pepys. May 18 at 11.
Dunkley, John, & Eugene Lefort, King's-rd, Chelsea, Upholsterers. Pet May 3. Pepys. May 31 at 12.
Pigot, Joseph, Seven Sisters'-rd, Holloway, Licensed Victualler. Pet April 29. Spring-Rice. May 26 at 1.
Sketchley, Wm, Sloane-st, Draper. Pet May 2. Pepys. May 19 at 11.

To Surrender in the Country.

Buckley, Edwin, Roachey, Cheshire, Grocer. Pet May 5. Hall. Ashton-under-Lyne, May 19 at 11.
Curtler, John, Wychbold, nr Droitwich, Worcester, Land Agent. Pet May 5. Crisp. Worcester, May 18 at 12.
Davies, John Walter, Bridge-rd, Battersea. Tobacconist. Pet May 2. Willoughby. Wandsworth, May 17 at 10.30.
Dive, Frank, Hawkhurst, Kent, Innkeeper. Pet May 2. Young. Hastings May 21 at 10.30.
Granville, Augustus Kerr Bozzi, Sandford Paper Mills, Oxford, Paper Manufacturer. Pet May 27. Dudley. Oxford, May 18 at 10.
Grierson, Robt, Blackburn, Lancashire, Draper. Pet May 2. Bolton. Blackburn, May 18 at 11.
Hale, Wm Joseph, Lpool, Provision Dealer. Pet April 30. Hime. Lpool, May 17 at 2.
Hall, Wm, Lpool, Licensed Victualler. Pet May 4. Hime. Lpool, May 19 at 2.
Jordan, Chas, Blaenavon, Monmouth, Bootmaker. Pet May 2. Shepard. Tredegar, May 21 at 11.
Lea, Thos, Norton Bridge, Stafford, Coal Dealer. Pet May 2. Spilsbury. Stafford, May 23 at 12.
Lumb, Wm, Greetland, Halifax, Yorks, Cotton Waste Dealer. Pet May 4. Jones, jun. Huddersfield, May 17 at 11.
Matthews, John, Elsing, Norfolk, out of business. Pet May 3. Palmer. Norwich, May 21 at 12
Parr, Edwin, Parklands Keymer, Sussex, Cattle Salesman. Pet April 30. Evershed. Brighton, May 27 at 11.
Rice, Thos, Merthyr Tydfil, Glamorgan, Dealer in Corn. Pet May 3. Russell. Merthyr Tydfil, May 21 at 1.
Tree, Wm, New Barnet, Hertford, Builder. Pet April 20. Harris. Barnet, May 14 at 10.
Woolley, Thos, Birm, Jeweller. Pet April 30. Chauntler. Birm, May 20 at 10.

TUESDAY May 3, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ellis, Wm, jun, Radnor-pl, Hyde Park, Teacher of Dancing. Pet May 9. Pepys. May 30 at 11.
James, Hy, & Christopher James, Regent-st, Westminster, Firewood Dealers. Pet April 20. Spring-Rice. May 25 at 11.
Marchant, Wm Thos, Gt Russell-st, Bloomsbury, Publisher. Pet May 7. Murray. June 3 at 11.
Stroud, Alfd, Longnor-rd, Mile End, Goldsmith. Pet May 9. Pepys. May 24 at 11.

To Surrender in the Country.

Bridger, Wm, Southampton, Scrivener. Pet May 3. Thorndike. Southampton, May 19 at 12.
Johnson, Wm, North Walsham, Norfolk, Draper. Pet May 7. Cooke. Norwich, May 24 at 12.
Smith, Hy Willis, & Fras Robt Simmonds, Barnes, Surrey, Builders. Pet May 6. Willoughby. Wandsworth, May 24 at 12.
Storey, John, sen, Southtown, Suffolk, Carpenter. Pet May 6. Chamberlin. Gt Yarmouth, May 20 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, May 6, 1870.

Barker, Robinson, & Nathan Robinson, Low Moor, Yorks, Manufacturers. April 26.
Wright, Alex Malcolm, West Abbey-rd, St John's-wood, Mercantile Clerk. April 28.

TUESDAY, May 10, 1870.

Greer, Alex Macm'nn, Upper Thames-st, Comm Agent. May 9.
Harrison, John, St Peter-st, Hackney-rd, General Dealer. May 9.
Heslop, E. T., Sale, Cheshire, Comm Agent. May 4.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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F. ALLAN CURTIS, Actuary and Secretary.

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	£	s.	d.	£	s.	d.	£	s.	d.
Table Forks, per doz.....	1	10	0 and	1	18	0	2	4	0	2	10	0
Dessert ditto	1	0	0 and	1	10	0	1	12	0	1	15	0
Table Spoons	1	10	0 and	1	18	0	2	4	0	2	10	0
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ASSURANCE FUND, safely invested £1,649,000

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Forms of Proposal, Balance Sheets, and every information can be obtained from any of the Society's Agents, or of
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LEGAL AND GENERAL LIFE ASSURANCE SOCIETY,

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Trustees.

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THE RIGHT HON. THE LORD CAIRNS.
THE RIGHT HON. SIR W. BOVILL, Lord Chief Justice C.P.
THE RIGHT HON. SIR EDWARD VAUGHAN WILLIAMS.
THE HON. SIR GEORGE ROSE.
THOMAS WEBB GREENE, Esq., Q.C.
JOHN OSBORNE, Esq., Q.C.
EDWARD SMITH BIGG, Esq.
ROBERT BAYLY FOLLETT, Esq., Taxing Master in Chancery.

FINANCIAL POSITION ON JANUARY 1, 1870.

Annual Income	**£210,000**	**Reversionary Bonus thereon**	**£540,000**
Invested Funds	**1,583,000**	**Assurance Claims and Bonus paid**	**1,780,000**
Existing Assurances	**4,200,000**	**Share Capital fully subscribed**	**1,000,000**
		Paid up	**£160,000**

Annual Accounts have always been published in full detail.

SECURITY.—The Assurance Fund amounts to no less than seven times the total annual income. The further guarantee of a fully subscribed capital of £1,000,000.

WHOLE-WORLD Policies granted for a single extra payment of 10s. per £100, where no Special Liability to Foreign Residence then exists. Policies on Lives of full age when Assured, after Five years' existence without incurring extra charge for Foreign Licence, allow UNRESTRICTED RESIDENCE in any part of the World.

NINE-TENTHS of the total Profits divisible every Five years amongst the Assured. A valuable provision for Policies becoming Claims between two divisions. Very moderate Non-Bonus Premiums.

The GENERAL CONDITIONS of Assurance printed thereon are specially framed to secure to Policies of the Society, when once issued, absolute freedom from all liability to future question.

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Established in 1829.

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The Archbishop of Dublin. | The Archdeacon of Maidstone.

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Invested Capital in support of Assurances..... £1,750,000
Total Income above £180,000

No agency employed and no commissions paid.

The whole surplus capital (accumulated quinquennially) is divided amongst the Life Assurance Policies at the end of every fifth year.

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Life Assurances may be effected in this Society by Clergymen and their wives, and the near relations of Clergymen and of their wives, but by none others.

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JOHN HODGSON, M.A., Secretary.

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At 4	ditto	ditto	6	ditto	ditto
At 3	ditto	ditto	3	ditto	ditto

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The Solicitors' Journal.

LONDON, MAY 21, 1870.

THE MOTION of which Sir Roundell Palmer has given notice, with reference to the Greek massacre, may raise some interesting questions of law as to the status of an ambassador or his suite in a foreign country. It is admitted that an ambassador is entitled to many privileges, and, in virtue of the "sanctity of his character," is clothed with some important immunities. The question is how far those privileges and immunities extend. According to the irrepressible "Historicus," whose cosmopolitan information appears to enable him to instruct the public upon every conceivable subject at the shortest notice, the "sacredness of his character belongs to the minister at all times, upon all occasions, and in all places within the territory to which he is accredited. He can claim it *eundo, redeundo, et morando.*" The immunity which belongs to his profession is borne about with him everywhere sleeping or waking, in recreation as well as in business. "If you kill me it's murder, but if I kill you it's nothing," was the salutation of Leech's little special constable in '48 to the brawny ruffian supposed to be about to subvert the constitution. Much the same sort of protection, in the opinion of "Historicus," surrounds an ambassador and his secretaries. Some of the latter are young, and it is not impossible that in this country they might one night find themselves involved in some of those riotous frolics in which youth, with wild oats yet to sow, is supposed to delight. If such a catastrophe should occur, and an uncompromising policeman should lay hands on the sacred person of an excited *attaché*, what fearful consequences might ensue! There would be a *casus belli* at once, unless a handsome compensation were immediately made to the injured prisoner. The divinity wherewith he is hedged extends, says that great jurist, "Historicus," to "the opera box," and we presume would cover him "morando" in less reputable resorts.

It is indeed scarcely possible to speak seriously of such extravagance as is contained in the letter of "Historicus" to the *Times*. Fortunately, he is not likely to mislead anyone, for leading columns of the same paper have during the past week contained the true and sensible interpretation of the privilege of ambassadors. They, and their immediate suite, are no doubt, exempt from all ordinary local jurisdiction, civil or criminal. They remain, in all respects, citizens of the state from whence they came; they carry their own laws with them; their children are regarded as natives of their own country, though born abroad. But just as a minister who chooses to engage in mercantile pursuits in the country where he is sent to reside, loses *quoad* these pursuits his inviolability, and subjects his property, excepting so much of it as may be necessary for the legitimate purposes of his diplomatic calling, to attachment for debt (Bynkershoek de foro Legatorum, c. 16), so if he lays aside his official duties, and for the time becomes an ordinary tourist, he must take his chance with other travellers. England can and ought to insist on redress for the murder of Mr. Herbert, not because he was a member of Mr. Erskine's staff, but because he was an Englishman. It seems to us that his case stands exactly on the same footing as those of Mr. Lloyd and Mr. Viner; and when, on the broad principles of international justice, we have such a good case as regards all these unfortunate victims, what is the use of singling out one of them, and of attempting on his behalf to substantiate special claims which are repugnant to common sense, and also, we believe, to the law of nations?

THE DECISION RECENTLY PRONOUNCED by Sir Robert Phillimore in the case of *Martin* v. *Jackson*, upon which so much unfavourable comment has been expressed, will, we trust, draw the attention of legal reformers to the query whether there should not be some reform in the constitution of the Ecclesiastical Court, at any rate in cases where the questions involved concern not the doctrinal orthodoxy, but the moral qualifications of clergymen of the Church of England. We have no desire to express any opinion upon the particular case of Mr. Jackson. Indeed, as notice of appeal has been given it would be improper to do so. But we have observed of late a disposition, on the part of persons whose opinion is entitled to respect, to complain of the present state of the law ecclesiastical wherever a matter of personal character and reputation is concerned. For our own part we do not think it expedient that any clergyman should be compelled to stake his whole professional status—which is, indeed, almost his life—upon the view which a solitary individual, well meaning and honest though he may be, may take of a vast mass of contradictory and perplexing evidence. The public, too, have, it is said, a right to demand that the trial of one of the ministers of the Established Church should take place before a tribunal whose liability to mistake would be presumably less than that of any one man however gifted, painstaking, and anxious to do justice.

It is certainly true that where evidence is contradictory and witnesses are called whose testimony, upon paper, is utterly incapable, upon any reasonable theory, of being reduced into harmony—where, in short, the grossest and most deliberate perjury has been committed on one side or the other—trial by jury is very successful. It is really extraordinary how certainly a jury by a sort of "unerring instinct" find out who is the witness of truth or who is not. The Chief Justice of England in his recent letter to the Lord Chancellor has recognised the supreme excellence, in all cases where there are complicated disputes of fact, of this mode of trial. No doubt there are certain cases in which a jury would be and are of no use. For example, it would be useless to take their opinion on the legality of incense or lighted candles. The late brother of the present Dean of Arches, who certainly was in the habit of expressing somewhat violent opinions, gave in his work, on evidence *et omnibus rebus aliis*, the opinion that in *civil* cases a jury is generally useless, but he decidedly approved it in criminal matters. Baron Bramwell, in giving evidence recently upon the subject, said that if he wanted nothing but the truth in a particular case he should prefer an intelligent judge practised in such questions. But in answer to the question whether his own experience had led him to be dissatisfied with jury trials, Baron Bramwell said "No;" and in proceeding to point out certain classes of cases in which juries habitually go wrong, the learned judge observed—"You may say to them, 'the question is not whether the man is innocent, but whether there is absence of reasonable cause and malice,' but in vain, *they find for the innocent man.*" The truth is that in criminal cases the jury very seldom go wrong, and it would be superfluous for us to point out the affinity of cases in which charges are made against the characters of clergymen to "criminal cases" proper. Why then should not the Dean of Arches have power given him to summon a jury to determine such questions as were raised in *Martin* v. *Jackson*? It would, we are sure, be a relief to him to have such assistance, and the verdict of the jury would command—we may say it without any want of respect—more confidence than that of the judge sitting alone and

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unassisted. Even in a running down case in the Court of Admiralty the same judge receives the assistance of nautical assesors. Surely in an inquiry which really concerns interests infinitely more important than can by any possibility be at issue in any admiralty cause, similar help should be rendered to him. We think that no clergyman should be liable to suspension or deprivation for any alleged offence against morals, without having the charge against him investigated by the ordinary and satisfactory criminal tribunal of the country.

IT IS SAID that the Habitual Criminals Act, 1869, (32 & 33 Vict. c. 99), is to be amended this session, and it may, therefore, be useful to recall some of the chief defects of this statute, on which we have already commented several times.

The statute (besides some miscellaneous provisions) deals with three classes of criminals—viz., convicts at large under licences, habitual criminals, and receivers of stolen goods. As regards the first two classes, and, to a limited extent, as to the third class, the ordinary presumption of innocence is, under certain circumstances, reversed, and guilt is presumed until innocence is proved. The sections embodying the chief provisions of the Act are drawn very carelessly, and several questions have already arisen upon them.

By section 8, if any person is convicted on indictment of any of certain specified offences "and he be *proved* to have been previously convicted of" any of certain offences, he is to be subject to police supervision after the term of his imprisonment. Nothing is said as to the time or mode of the proof of the previous conviction. The effect of this omission has aleady been felt. A prisoner was convicted before the Recorder of Bolton on an indictment which contained no charge of any prior conviction. A prior conviction was, however, proved by *viva voce* evidence at the trial. The question was suggested, will the person be liable to supervision after the expiration of his imprisonment? That is, was the prior conviction sufficiently *proved* within the meaning of section 8?

The supervision is no part of the sentence, and the matter, therefore, is still in doubt. A case very like this (*Reg.* v. *Summers*, 17 W. R. 384), had already arisen shortly before the statute was passed, and indeed the bill at first contained a clause (section 19) providing that a previous conviction might be proved, although not charged in the indictment, and without production of the record of such previous conviction. This clause was, however, struck out.

Again, in *Reg.* v. *Harwood*, on the Home Circuit last spring assizes, a difficulty arose in construing section 11, which enacts that on proceedings against persons as receivers of stolen goods, a previous conviction of certain specified offences may be proved "*as evidence*" of the prisoner's knowledge that the goods were stolen, provided that notice is given to the prisoner "that proof is intended to be given of his previous conviction, and that he will be *deemed to have known such goods to have been stolen until he has proved the contrary*." Keating, J., held that the words of the notice do not extend the enacting part of the section so as to throw upon the accused the *onus* of proving his innocence. In the same case the question was raised whether a bank note was included in the word "goods" in this action. The prisoner was acquitted, so that these points have not been argued.

As we have said, the *onus* of proving innocence is, under certain circumstances, thrown upon criminals, but there is no provision enabling them to give evidence. It seems hard to raise a presumption of guilt against a man and then to forbid him to rebut it by his own evidence, more especially as the matters requiring proof under this statute are peculiarly within the knowledge of the accused, for instance, "that he is not getting his livelihood by dishonest means."

Section 10 is also very objectionable. By it any person keeping a "lodging-house, beer-house, public-house, or any other place where excisable liquors are sold, or place of public entertainment or resort," who knowingly harbours thieves "or allows the deposit of goods therein, having reasonable cause for believing them to be stolen, shall be liable" to a penalty of £10. Comment is hardly necessary on this section.

Of all the criminal classes receivers are the most injurious. At the same time they are the most easily discovered, because they must have fixed abodes. They are therefore the persons upon whom the criminal law could and ought to operate most effectually. No one disputes this, but it seems as if the framers of section 10 had forgotten it. The offence under the section is restricted to harbouring thieves, &c., in places of public resort, and the penalty is so small that its infliction will not reduce the gains of the offenders to any appreciable extent. It is obvious that the section ought to extend to all persons who harbour thieves, &c., on their premises, irrespective of what other use the premises may be put to. The amount of the penalty should be such as to render the commission of offences against the section unmistakeably unprofitable.

Want of space, and not want of matter, prevents our examining this statute any further at present. There are, however, many other faults in the statute, for instance, according to the literal interpretation of section 3, if a constable has reason to believe that a convict at large under a licence is getting a livelihood by dishonest means and it is found that "there are reasonable grounds for such belief," the convict may forfeit his licence as if convicted of an indictable offence, although it is found as a fact that the convict is *not* getting his livelihood by dishonest means.

WHEN A PARSON RUNS IN DEBT and his living is sequestrated, the result is that there is a great scandal, and the parish goes without the performance of those duties which a good parish minister would and should perform—to say nothing of the wretched effects of a continuing bad example set by the person who ought to preach by his own practice. The Bishop of Winchester and Lord Harrowby have each introduced into the House of Lords a bill designed to remedy this evil. Lord Harrowby's bill was utterly impracticable in its machinery, and was on that ground rightly rejected. The Bishop of Winchester proposes that, in future, sequestrations should be entirely abolished (he does not, of course, intend that the change should affect obligations already contracted), and that whenever a clergyman becomes bankrupt his benefice shall thereupon be vacated. If this measure were likely to prevent the recurrence of the sad state of things above alluded to, we should support it cordially; and it may be that if those who now give the credit could no longer rely on the income of the benefice, they would refuse the credit in the first instance. That, undoubtedly, would be a most happy result. It was hinted, however, by some of the law lords, that the effect of the change would be only to raise the terms of those who supply money and goods. Possibly in the case of officers in the army and other lay contractors of liabilities this may be so to some extent, undoubtedly so where the debts are on "accommodation bills"; we fancy, however, that the debts of bankrupt clergymen are usually tradesmens' accounts. But what would be the practical result of such a measure as that of the Bishop of Winchester? The result would be that no beneficed clergyman would ever become bankrupt. No creditor would ever be so blind to his own pecuniary interest as to take a step which would effectually destroy his chance of ever getting paid. Thus the contingency on which the benefice is to be handed over to a worthier incumbent would never arise, and the parish would continue with its parson steeped in debt, his creditors dunning him steadily on the strength of the stipend. Of the two, we believe that this state of things is worse than that where

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the living is sequestrated and an absent parson represented by a curate *locum tenens*.

ON SATURDAY LAST the new hall of the Inner Temple was formally opened by H.R.H. the Princess Louise and Prince Christian, the latter being elected a bencher of the inn, which will entitle him to the privilege of renting chambers, with a seniority of choice, besides the option of eating his dinner in the hall in term time and paying for the same. Afterwards was served that species of lunch which is termed a breakfast. The new hall, decorated for the occasion with choice flowers, looked very "pretty," and the opening ceremony was on the whole an undeniable success. On Mr. Pickering, Q.C., the treasurer, devolved the duty of receiving the Princess. There were present, besides many other greater and lesser celebrities, the Lord Chancellor, the Lord Chamberlain, Lord Westbury, Chief Justice Bovill, the Master of the Temple, Mr. Lowe, Mr. Bruce, Mr. Cardwell, and Mr. Goschen.

On Wednesday the Society of the Inner Temple, or rather as many of its members as could be accommodated in the new building, proceeded to celebrate its "housewarming" in the accustomed English manner by a grand dinner, the party including the Prince of Wales, Prince Christian, the Lord Chancellor, Lord Granville, Lord Derby, Lord Westbury, Lord Chelmsford, the Speaker of the House of Commons, the Lord Chief Justice of England, and many of the Equity and Common Law Judges and Queen's Counsel, Mr. Lowe, Mr. Cardwell, Mr. Goschen, Mr. Corry, Dr. Lushington, Sir David Dundas, &c., &c. Owing to somebody's mistake the invitations were issued for half-past five, while the dinner was not intended to begin till seven. The Master of the Temple said grace. The Treasurer (in the chair) recapitulated some of the curious scenes which had been enacted in the old hall. The party broke up soon after eleven. A peculiar feature in the entertainment was that the whole company after dinner smoked with great solemnity in the withdrawing room, in compliment, probably, to the Prince of Wales, as inheriting the harmless *penchant* of his relative, the late Duke of Sussex.

In addition to these festivities the Inns of Court volunteers contemplate a ball in Lincoln's-inn Hall.

THE MARRIAGE WITH DECEASED WIFE'S SISTER BILL was on Thursday thrown out in the House of Lords, by a narrow majority of 76 to 74. Believing very earnestly that the existing law is bad, we are sorry that its repeal has been thus retarded; but in spite of the efforts of honest opponents of the measure, such for instance as the Lord Chancellor, whose opposition we respect, though we regard it as mistaken, we cannot but recognise that the time is at hand when the repeal will no longer be denied. We must, however, emphatically condemn the idea of effecting the change by a *retro*spective enactment.

IN A CASE BROUGHT RECENTLY before the Court of Common Pleas it appeared that the learned judge of the Shoreditch County Court had entered a nonsuit because the plaintiff could not prove the service of the summons, although the defendant had given notice of his intention to defend, and attended in court with his attorney to proceed with the hearing. The learned county court judge appears to have been guided by the strict letter of the second section of the County Courts Act, 1867, which provides that a plaintiff may enter up judgment "upon proof by affidavit of the service of the summons" in certain cases. The section, however, goes on to say that if the defendant has given notice to defend, "the action shall be heard in the ordinary course." These words appear to be conclusive on the point, as well as being in accordance with the general rule that a summons is presumed to be served if the defendant appears and makes no objection. A doubt as to legal service is frequently cured by a defendant's appearance. The county court judges seem to have no uniform rules as to non-suits and judgments for defendants.

We annex a table in which is exhibited the proportion which nonsuits and judgments for defendant respectively bear to the totals of cases on the several circuits.

TABLE showing the Proportion of Non-suits and Judgments for Defendants to Plaints issued in County Courts in 1868.

Circuit.	Nonsuits.	Judgments for defendants.	Circuit.	Nonsuits.	Judgments for defendants.
1	one in 76	one in 107	30	one in 216	one in 210
2	251	162	31	295	203
3	148	74	32	77	113
4	49	85	33	103	106
5	177	117	34	116	91
6	66	97	35	74	121
7	89	163	36	248	131
8	96	63	37	165	127
9	136	125	38	170	152
10	124	155	39	52	52
11	61	103	40	66	61
12	57	292	41	54	63
13	135	225	42	90	60
14	112	143	43	40	54
15	101	72	44	112	35
16	74	87	45	107	81
17	147	69	46	114	85
18	110	133	47	55	43
19	121	133	48	62	168
20	136	167	49	82	81
21	922	129	50	201	121
22	171	380	51	136	112
23	211	142	52	117	172
24	103	115	53	235	126
25	237	253	54	284	141
26	167	160	55	190	124
27	862	85	56	142	106
28	154	65	57	96	79
29	236	84	58	98	135
			59	99	220
City of London		...	...	64	87
Average of all the courts			..	97	105

OUR READERS WILL BEAR IN MIND that the anniversary dinner of the United Law Clerks' Association takes place next Friday at the Freemasons' Hall, Great Queen-street, Vice-Chancellor James in the chair.

LORD ST. LEONARDS ON THE LAND TRANSFER BILL AND OTHER LAW BILLS IN PARLIAMENT.

Lord Chief Justice Cockburn, in a pamphlet which we noticed last week, makes a very dangerous onslaught on the Lord Chancellor's High Court of Justice and Appellate Jurisdiction Bills, under the guise of friendly criticism; but in the lately published "observations" of Lord St. Leonards on those and other bills no such mask is attempted, the observations from first to last breathe a tone of consistent unmitigated hostility.

His Lordship's observations do not perhaps add much that is new to the controversy upon these bills, but they bring out forcibly some of the most obvious of the objections to them. The most important of these objections, and that on which the noble writer dwells with most force and at greatest length, is the abnormal appearance of the Chancellor of the Exchequer as a controlling power throughout all these proposed changes; that dread functionary being, with the single exception of the Lord Chancellor, the only *ex officio* member either of the proposed Board of Land Registry or of the body to be entrusted with making rules and orders for the High Court of Justice. His Lordship is particularly, and justly, severe upon the provisions for carrying to the credit of the Consolidated Fund the fees to be levied off lands which pass through the registry, and he points his objection by an apt allusion to the Act of last year, by which the Government laid felonious hands upon the

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Suitors' Fund. On this point his words require to be quoted *in extenso:*—

"The Government measures would lead me to suppose that their object is to obtain a constant rule over all the great courts of justice in England and to appropriate to the reduction of the National Debt the funds accumulated by fees and charges, and so mixed up together as to prevent individual suitors from claiming their own. An Act has but just passed by which some millions of the security funds of the suitors in chancery have been taken by the Government for the reduction of the National Debt, and the Treasury are constituted the bankers of the suitors, and with power to take from time to time *for ever* any surplus for the National Debt. It ought to have been applied to the reduction of law taxes on suitors. The Treasury has made itself *master of the Court of Chancery* with a view of stripping the suitors from time to time *for ever* of its security funds. It renders reduction of law taxation hopeless, and it places the Government of the country in a false position. If we look at the bill now before us, we shall find that it is of the same character with that which disposed of the funds of the equity suitors. To carry the latter into execution an Act of Parliament was passed after the accumulated funds amounted to millions. The present bill, with the same object, appears, before any accumulation, to dispose by anticipation of the funds in like manner, and to provide also for the power of the Government over the Courts. One cannot fail to be surprised at finding *the Chancellor of the Exchequer* a prominent member of the Land Registry, and he is authorised to do any act or thing authorised to be done by the Board of Registration, having the like power as the Lord Chancellor has under the bill. We have already seen what extensive and unusual powers are given to the Board over the investment of moneys payable under judicial sales, the fees for registration, and costs generally, and any rules are made valid if approved by the Lord Chancellor and *the Chancellor of the Exchequer*. The fees are at once to be paid in aid of the Consolidated Fund, and the Chancellor of the Exchequer's duty will, no doubt, be to look after the funds."

And again—

"The investment by the Court of the suitors' money, when they do not require it to be invested, is a safe and sure mode of accumulating millions, as we have seen. The sum acquired by the investment of suitors' money is treated as a fund for security of the suitors' money invested by their their order; it is taken, we see, by the Government to reduce the National Debt. We should not steal leather to make poor men's shoes. Now, if any trustee were to act as the Court has done, the Court itself would quickly compel the trustee to refund every shilling of the accumulated fund. The Court should no longer be allowed to place the funds acquired by any investment of suitors' money to a general account, but every sum received from investments, whether required to be invested by the owners or not, should be separately carried to their several accounts and then justice would be done. . . . Then would many a household which imputes its misfortunes to the Court of Chancery with its heavy costs rejoice and give all honour when it is due. On the other hand, continue the present system, now it is explained, and the poor widow and orphan will find that a portion of the money taken by the Government to pay the National Debt was the produce of money paid into court by its order, which belonged to their husbands or fathers, and which of moral right belonged to them, and you may then learn what is the real operation of your taking from the poor that which rightly belongs to them. The mis-application of the fund injures the rich as well as the poor, but I must leave the former to protect themselves."

This is very forcible, and to a certain extent very just, though it is obvious that the individual suitor who has had his talent returned simply, because he preferred not to run the risk of investment, is not injured, and that the Court could not safely invest any of the cash at its command if it were to be answerable for all the profits, so as to have no set-off, or only the small per centage offered by Lord St. Leonards, against the cases of loss. Moreover, no such accumulation as that which has actually taken place would have been possible had not the price of the funds been steadily rising through a long series of years, a phenomenon which, for the future, and starting from present quotations, is simply impossible.

But though any attempt to deal with this fund as the property of individuals is obviously futile, it is not the less truly the property of "the suitors in Chancery," and ought, no doubt, to be applied for their benefit as a class, and we quite agree with Lord St. Leonards, that the honour of the country demands its restoration by the treasury to the Court of Chancery.

On the question of compulsory registration, to which we have already taken exception, Lord St. Leonards makes some caustic observations which we cannot do better than transcribe *verbatim*:—

"The bill is peremptory and vindictive, but it does not explain what the effect of the punishment it inflicts will be. The deed, which *is* a conveyance of the fee, and carries the real contract into effect, is not "to pass *any estate* in the land, but shall operate only as a contract." Operate only as a contract! Why, surely the contract vests the equitable fee simple in the purchaser in defiance of the new law! Observe the situation of the parties. The purchaser has got the estate and nobody can take it from him. He has not got the legal fee simple, which I presume revests in the seller, but he can make no use of it, and in fact might be ultimately compelled, if even he were unwilling, which he is not likely to be, once more to convey it to the purchaser; but this will lead to vexation, expense, and litigation. Here are two persons who stood fairly in the characters of vendor and purchaser, with the fee conveyed by the former to the latter, and suddenly, in order to obtain grist at the registry mill, the purchaser is divested of the legal estate in fee of which he may stand in need, and the seller is sure to be embarrassed by the naked fee simple returned to him contrary to his contract and conveyance, and, of course, contrary to his wish. This provision in the bill is quite in harmony with other parts as far as it gives to the measure the character of an Act for imposing additional taxes on real estates."

To this it might be added that this distinction between estate and contract is one of the obstacles to the much coveted fusion of law and equity which it is part of the function of the other Government bills to effect, and that the provision in question, if disregarded by courts of equity, will at most require an occasional additional application under the Trustee Act, 1850—*i.e.*, will produce nothing but expense; while if enforced by those courts it will amount to a direct premium on fraud, not less objectionable than that already supplied by the course taken by the Court in cases where the Statute of Frauds is set up as a bar to an *admitted* contract.

The provision making the Court of Chancery a sort of court of probate for registered land is also objected to by Lord St. Leonards, but, so far as we can see, without just ground: that Court, upon which the duty of administration is thrown, would, on the contrary, seem to us the natural and proper tribunal to determine the devolution in every case, and not merely in the exceptional cases pointed at by the bill. We are surprised that a conveyancer of such eminence and experience as Lord St. Leonards does not see how objectionable is the present system, by which it is often impossible to tell to which of three courts recourse ought to be had in a case of disputed succession to land, and how valuable would be a provision which vested all jurisdiction with respect to the title to and possession of land in one and the same tribunal. That, as things are at present, the Court of Chancery would be the most convenient tribunal to select for this purpose is obvious without discussion.

On the other bills of this class now before Parliament Lord St. Leonards says comparatively little, and that little containing nothing which seems to us new, or newly put; but here his hostility to the proposed legislation is no less decided and undiscriminating than in respect of the Land Bill. He seems to us, however—with deference be it spoken—to have wholly misapprehended the scope and object of the contemplated amalgamation of the courts. Instead of seeing that it is intended that the division of labour as between the several chambers of the new court shall be practically as complete as that now existing as between independent courts, but that purely technical objections to the jurisdiction shall

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henceforth be utterly futile, he persists in treating the bill as a bill to compel each court and individual judge to entertain indiscriminately all sorts of suits and proceedings—*i.e.*, to introduce the clauses of the Law and Equity Bill, 1860, for the defeat of which his Lordship justly takes so much credit to himself. But the object of this bill—and of the Report of the Commissioners—is the very opposite of this, and the power of transfer from division to division proposed to be given to the High Court shows, we think, conclusively that no such duality of jurisdiction as his Lordship deprecates, and the Lord Chief Justice seems to desire, is intended to be conferred upon any division of that court.

On the whole, while grateful to his Lordship for valuable arguments in forcible language against the objectionable parts of these bills, we are quite unable to concur in his general hostility to the proposed legislation, save only so far as regards the Land Transfer Bill, as to which we have already expressed an opinion which we have seen no reason whatever to change or modify.

THE LAW OF SIMONY.

Mr. Cross's bill to forbid the sale of next presentations is an honest endeavour to strike at the root of the traffic in appointments to benefices. Its introducer put the matter very neatly when he drew a parallel between presentations to livings and votes for members of Parliament. You may sell the property which qualifies its owner for a vote, and in so doing you sell the right to vote, but you are not to sell the exercise of that right—*i.e.*, the vote itself. In like manner the right to present—that is the advowson or the next presentation—is saleable property, but the law forbids, or rather purports to forbid, the sale of the exercise of the right to present. The simony laws are practically an unavailing protest against what, to everyone's knowledge, is constantly taking place.

Will Mr. Cross's bill put an end to the system? In order to answer this question we will first take a cursory glance at the existing law and the manner in which it is evaded: we shall then be in a position to judge what is to be expected from the measure now before Parliament.

We need not attempt to trace the degrees by which the term "simony" came to possess its present signification; certainly what Blackstone calls the true notion of simony, the purchasing of holy orders or permission to preach, is more akin to the original offence of Simon Magus. One thing is clear, that the canon law has been very much stricter than the statute law in the matter. Ecclesiastical censures, however, not proving sufficient, the 31 Eliz., c. 6, defined the offence of simony, and provided that any simoniacal presentation should be void, and that the Crown might thereupon present to the benfice. Of this statute it was observed by De Grey, C.J., in *Barrett* v. *Glubb*, 2 Bl. Rep. 1052, that it did not follow all the wild notions of the canon law, but simply defined simony as a corrupt agreement to present. In addition to which statute the 12 Anne, c. 12, prohibited clergymen from buying next presentations for themselves.

The result of the law, statutory and judicial, is that a purchase of a next presentation during a vacancy is simony, and a purchase of the advowson under the same circumstances is void, *quoad* the next presentation. It is simony for any person to purchase a next presentation (and *pro tanto* as to the advowson) with an arrangement for procuring a vacancy. It is simony for a clergyman to purchase a next presentation for himself. It was doubted once whether it was simony to buy a next presentation, the incumbent being at the point of death. De Grey, C.J., however, in *Barrett* v. *Glubb* (*sup.*), felt unable to entertain any doubt but that this was not simony. Still, this opinion did not immediately obtain acceptance, and in *Fox* v. *Bishop of Chester*, 2 B. & Cr. 635, the contrary was ruled. That case, however, was overruled in the House of Lords (6 Bing. 20), Best, C.J., observing, in delivering the unanimous opinion of the judges of the Common Pleas:—

"Whilst the law, therefore, permits the next presentation of livings to be sold during the lives of the incumbents, as long as the incumbent is alive the sale is good. *It would be difficult to establish a rule that should settle what degree of probability of the approaching death of an incumbent would prevent the sale of the next avoidance of a benefice, and more difficult to ascertain by evidence when an incumbent was within that rule.*"

The sentence which we have italicised conveys a strong objection to one of the clauses of Mr. Cross's bill.

It is perfectly well understood at large that the simony law is, so far as any practical prohibitory effect is concerned, a dead letter. Preferments are continually in the market, and are daily purchased by laymen expressly in order to present their friends, by clergymen expressly in order to present themselves, and with "immediate possession." In *Sweet* v. *Meredith* (10 W. R. 402, 3 Giff. 610), the owner of the advowson, whose son was the incumbent, sold it to another clergyman who wanted immediate possession; and a bargain was made that the incumbent should pay £5 per cent. interest on the purchase-money until resignation. It was contended in argument that this, as a penalty on non-resignation, was simoniacal, but Vice-Chancellor Stuart held the contrary. In practice, preferments are constantly sold to clergymen, who take covenants for large interest till a vacancy.

There is also, of course, the oath which every clergyman has to take before he is inducted into his new benefice.

Mr. Dart (V. & P. 159) says, the statute—

"Is not found in practice to prevent purchases of entire advowsons by clergymen, with the view to present themselves upon the next vacancies, but the terms of the Act and of the oath against simony generally present greater difficulties to the mind of the conveyancer than to that of the clerical casuist."

Mr. Cross thinks to put an end to the system by stopping the traffic in next presentations, and he thinks to stop the traffic by enacting that a presentation shall be void if obtained (1) by purchase in the name of the presentee or anyone else, (2) by purchase of the advowson with an agreement or arrangement for procuring a vacancy, or (3) by a purchase made when the incumbent is known to be "by sickness in extreme danger of death." Advowsons settled under existing settlements are exempted from the operation of the measure, as also are sales or presentations made *bonâ fide* by mortgagees. Now the prohibition contained in (1) and (2) of the above alternatives simply adds in effect nothing whatever to the terms of the statute of Anne. The prohibition (3) will be practically nugatory, for the reason given by De Grey, C.J., in the case cited above, that in practice it is impossible to apply any such test with success. Of course an extreme case might occur in which there could be no doubt, but vendors and purchasers of preferment must be much clumsier than they now are, if this happened once in a hundred sales of preferment; and that being so, the rare operation of such a clause would produce no abatement of the practice, though it might perhaps beget a little popular sympathy with the party who should be stupid enough to stick between the bars. In fine, no one at all acquainted with the law and practice on this subject can fail to perceive that if Mr. Cross's bill was added to the existing law, it would place scarcely a single impediment in the way of the existing practice.

Having discovered that Mr. Cross's bill will do nothing, we may turn to this question—what is there to be done? It is said that there is an unseemliness (we use the phrase advisedly) in the idea that a clergyman should buy for himself or some one else should buy for him—the duty of serving God as parish priest of the village of Dale and the right of being paid the wage which man has set apart for that service. The thing may seem undesirable, but is it essentially so? Is not the

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real evil the possibility that the intending parson of Dale may not be going to do his duty there, may not be even understanding, or in his heart of hearts caring, what that duty really is. Some one must appoint the parson, and it seems to us that the system of lay-patronage is better than any other which we could substitute for it. Then, how is the actual appointment to be made? We cannot help thinking that there need be no scandal about the purchase of a preferment by a clergyman, if we could be sure that he was a fitting man for the preferment. If that can be assumed, and he is willing to take the benefice with its stipend minus the interest of the purchase-money, by all means let him.

We want to be able to think of every parish in England with its clergyman a good man, something, at least, of a scholar, and a gentleman. It is not necessarily a bad thing that the parson should have paid money directly for his position: unless by that means an improper man or an unsuitable man gets into the position. In truth that is where the shoe pinches. If we can ensure that the clergyman inducted to every living shall be the man who will do the work of a clergyman in it well, it will matter very little how he came by the presentation. If this object can, as far as human means may ensure anything of such a nature, be attained by some other method, it would be well to repeal the simony laws *in toto*. A law which inevitably is systematically evaded, stands on record certainly as a protest, but beyond this it is merely demoralising. It will perhaps be said that the bribery laws are a parallel case. That is not so. As to bribery, the prohibition is in itself just, and it is, as we hope and believe the next twenty years may show, *not* impossible to stop the act prohibited; as to purchases of preferment, we are not satisfied either that it is possible or that it is expedient to prevent them. The first is a moral as well as a legal offence; we cannot say the same as to the second.

It is proverbially easier to find fault with someone else's proposal than to propose a remedy of your own. We have, however, an idea upon the subject before us, and it is this: that the ultimate solution of the difficulty will be found in the repeal of the simony laws, providing, at the same time, some censorship and investigation into the efficiency of the presentee, the examining or scrutinising party or body being empowered, if necessary, to veto the presentation. Every proposed incumbent might, for instance, be required to show that he had worked efficiently for a certain number of years as a curate or other clerical labourer. We are aware that it may be found impracticable to invent a machinery for the exercise of such a discretion; but we should like to see some of the clever brains which are now busied on public affairs setting themselves to work to *try* if it cannot be done.

RECENT DECISIONS.

EQUITY.

SALE OF LAND BY AUCTION ACT, 1867.

Gilliatt v. *Gilliatt*, M.R., 18 W. R. 203.

Section 4 of this Act recites that there was at its passing a conflict between the law and equity courts in respect of the validity of sales by auction of land where a puffer had bid, though no right of bidding on behalf of the owner was reserved, the former holding all such sales absolutely illegal, and the latter, under some circumstances, giving effect to them, the rule being unsettled even in equity. The Act then, in order to settle the practice, enacts by section 5 that—

"The particulars or conditions of sale by auction of any land shall state whether such land will be sold without reserve or subject to a reserved price, or whether a right to bid is reserved; if it is stated that such land will be sold without reserve, or to that effect, then it shall not be lawful for the seller to employ any person to bid at such sale, or for the auctioneer to take knowingly any bidding from any such person."

The old rule at law was that the employment of "puffers" invalidated the sale unless previously stipulated for (*Bexwell* v. *Christie*, Cowp. 395). There seems, however, to have been a doubt whether the employment of a single bidder only was illegal. Lord St. Leonards, judging from his earlier editions, seems formerly to have thought that authority was in favour of the practice; in *Thornett* v. *Harries* (15 M. & W. 371), however, a strong decision, though extrajudicial, was given against it, and of late years it was understood that at law no bidding for vendor was permitted, unless stipulated for. The Equity Courts, on the other hand, were in favour of permitting the vendor a certain license in order to prevent his property from going at an undervalue. Thus, in *Bramley* v. *Alt* (3 Ves. 620), where the puffer bid only up to the vendor's reserved price, all higher biddings being *bonâ fide*, the purchaser was decreed to take his purchase. This was followed in a similar case of *Smith* v. *Clarke* (12 Ves. 477). But in *Mortimer* v. *Bell* (14 W. R. 68, L. R. 1 Ch. 10), Lord Cranworth refused to carry this principle to the length of allowing *two* puffers to be employed to bid. Lord St. Leonards (V. & P. 10) considered it "highly desirable that the courts of law should adopt the equitable rule, restricted as it now is." Lord Cranworth, however, with the late Lord Justice Knight-Bruce and Lord Romilly, appear to have approved the common law rule.

Certainly the common law rule affords the honester practice, and the late Act was intended to establish it in equity as well as at law. Unfortunately, however, as too often happens, the language of the Act is not free from vagueness—and thus arose the question in the present case. In *Gilliatt* v. *Gilliatt* the conditions of sale stated that it would be subject to a reserved price, but were silent as to bidding. A puffer was employed who made several bids, the last being the bid immediately preceding the final bidding of the purchaser, who bought at the reserved price. The Master of the Rolls held him to his purchase; and the effect of the decision is, that in order to legalise the employment of a puffer, the conditions must state the reservation of a right to bid, *as well as* the fact of there being a reserved price. Certainly the employment of the word "or" in section 5 was extremely ambiguous; but, having regard to the object of the Act, as evidenced by the whole of its provisions, his Lordship ruled that its requirements were cumulative.

There may be a possible doubt as to the meaning of section 6. That section enacts that—

"Where any sale by auction is declared, either in the particulars or conditions of sale, to be subject to a right for the seller to bid, it shall be lawful for the seller, or any one person on his behalf, to bid at such auction in such manner as he may think proper."

Clearly, a vendor might under the old law have stipulated for liberty to employ more than one puffer, but section 6 contemplates the employment of one only. The case is not very likely to occur, but if conditions of sale should stipulate for leave to the vendor *and* his agents to bid, or by some other phrase make it clear that the plural number was intended, a question might arise as to the legality of the practice. The Act certainly does not *in terms* forbid it, though it is evidently opposed to the general scope of section 6.

MORTGAGE OF A CALL ABOUT TO BE MADE—MORTGAGE OF ALL FUTURE CALLS.

Re Sankey Brook Company, V.C.J., 18 W. R. 427.

The uncalled capital of a company may be said to exist potentially, but has no actual existence unless in the pockets of the shareholders. The power of the directors to make calls is in no sense property. A call when made is a debt due to the company making it, and is thus a part of their property, an equitable asset. This

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was the *ratio decidendi* in the leading case of *King* v. *Marshall* (12 W. R. 971), where debentures issued by a company which was incorporated under the Act of 1856, and expressed to be a charge upon all the estate of the company, and all their undertaking, were held not to extend to calls in arrear or capital not called up. In *Ex parte Stanley* (12 W. R. 894), where the directors of a company were empowered to borrow on the security of the funds and property of the company, the Court of appeal decided that upon the true construction of the deed of settlement, the subscribed capital not paid up did not constitute "funds and property of the company" within the meaning of the deed; such a construction being, in the opinion of the Court, inconsistent with the further exercise by the directors of their discretion on the question whether calls ought or ought not to be made.

Future calls, therefore, can not be assigned by way of mortgage, not only because the subject is non-existent, but also because the assignment, if capable of being made, would divest the directors of their discretion as to the making of calls. Arrears of a call may be lawfully assigned. So, too, may the proceeds of a call made but not payable, because a call is due, and is therefore an asset of thecompany from the time when it is made, though a future day for payment may be fixed out of consideration for those who are to pay it, and as limiting a time within which actions for recovery of the calls may not be commenced. *Re Sankey Brook Company* adds this point, that a debt may be lawfully contracted on the security of a particular call to be made forthwith. The undertaking by the directors to make that call was of the essence of this case, and the principle that future calls generally may not be lawfully pledged, appears to us to be in no way impeached by this decision.

Married Woman's Separate Property in Husband's Reputed Ownership.

Ashton v. *Blackshaw*, V.C.M., 18 W. R. 307.

The policy of the Bills of Sale Registration Act (17 & 18 Vict. c. 36) is to render necessary registration in every case where the giver of the bill of sale continues in apparent possession of the goods comprised in the schedule. In *Ashton* v. *Blackshaw* a man, for valuable consideration, assigned his furniture to a third person in trust for his wife. The furniture was not delivered to the trustee, but continued in the joint possession of the husband and wife, or more correctly speaking, in the apparent possession of the husband, until he was adjudicated bankrupt. The assignee in bankruptcy claimed the furniture comprised in the bill of sale, which had never been registered, under the order and disposition clause, and the Court held that, owing to the omission to register the bill of sale, the claim must be sustained. Post-nuptial settlements, it will be remembered, are not within the exception of marriage settlements provided by section 7 of the Act, and require to be registered, where the subject-matter is that to which the Act applies (*Fowler* v. *Foster*, 5 Jur. N. S. 99). The statute does not narrow the application of the doctrine of reputed ownership (*Stansfield* v. *Cubitt*, 6 W. R. 320). The husband was still in apparent possession of the furniture—*i.e.*, there was nothing to show the assignee that the property was not still going along with the possession. If registered, the bill of sale would have been good against the assignee in bankruptcy; but as it was not registered it was void according to the Act.

COMMON LAW.

Executor de son tort—Agent—Probate.

Sykes v. *Sykes*, C.P., 18 W. R. 551.

The meaning of the expression "executor *de son tort*," and the liability to be treated as an executor *de son tort*, were a good deal discussed in this case. The point decided was, that the agent of an executor named in a will cannot be treated as an executor *de son tort* merely because he deals as such agent with the goods of the deceased before the will is proved.

An executor *de son tort* is defined to be, "one who takes upon himself the office of executor by intrusion, not being so constituted by the deceased, nor, for want of such constitution, substituted by the Ecclesiastical Court to administer" (Williams on Executors, 6th ed. vol 1, p. 247 n.). One who thus becomes executor *de son tort* is liable to be sued as if a regularly appointed executor by creditors or legatees of the deceased. He is not, however, if he plead properly, liable beyond the extent of the assets received, but to that extent he is liable. An executor *de son tort* is a wrongdoer. By dealing with goods which do not belong to him he becomes a trespasser, and may be held liable for such trespasses at the suit of the rightful executor who afterwards proves the will. Until the will is proved there is no one who can sue him for such trespass, and he is therefore held liable to creditors and legatees as if he were an executor. When the will is proved or administration granted, and some one not being the executor or administrator) then intermeddles with the goods, this does not (with perhaps the exception of the case where he claims the goods *as executor*) make him an executor *de son tort*, because there is another personal representative of right against whom creditors can bring their actions.

Not only may a stranger who intermeddles without authority with the goods of a testator be treated in some respects as if he was a duly appointed executor, but an executor duly named in a will who deals with a testator's goods before probate may also be treated as if he had obtained probate; that is, he may be sued as executor for the debts of the deceased. In one case (*Webster* v. *Webster*, 10 Ves. 93) it was said that such an executor was an executor *de son tort*. In another case (*Sharland* v. *Mildon*, 5 Hare, 469, 15 L. J. Ch. 434) it was held that the agent of a testator's widow might be sued as an executor *de son tort* after he had, as such agent, intermeddled with the testator's goods; but it does not clearly appear from the reports of that case whether or not the widow was appointed executrix. The point in issue in *Sykes* v. *Sykes* was whether an agent of a rightful executor may be treated before probate as an executor *de son tort* if he deal with the testator's goods. The argument in favour of the affirmative of this proposition was chiefly based on these two cases.

The decision in *Sykes* v. *Sykes* is, that a duly appointed executor who has not proved the will may indeed be sued as executor if he intermeddles with the property of the deceased, because, in the words of M. Smith, J., "he is estopped from denying that he is executor, and I should say that a more proper term to use than executor *de son tort* in that case would be executor by estoppel." Such an executor cannot, however, be an executor *de son tort* in the sense in which that expression is applied to strangers who intermeddle, because an executor is entitled before probate to do almost any act incident to his office. The probate is evidence of his title, but not its source, which is the appointment by the testator. It is clear therefore that executor by estoppel is a far more accurate description in such a case than executor *de son tort*. It follows from this principle that as a duly appointed executor does not become a wrongdoer by intermeddling with the testator's goods, his agent in dealing with the goods cannot be a wrongdoer, and this was the actual point in dispute in *Sykes* v. *Sykes*.

The decision in *Sykes* v. *Sykes* shows that the expression in *Webster* v. *Webster*, that an executor intermeddling before probate is an executor *de son tort*, is not strictly accurate; and further, that if the widow in *Sharland* v. *Mildon* was executrix, that that decision will not be followed. If she was not executrix, *Sykes* v. *Sykes* is quite consistent with *Sharland* v. *Mildon*.

We believe that as a matter of fact it was ascertained that in *Sharland* v. *Mildon* the widow was not the executrix, therefore there is no real conflict between the two decisions.

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REVIEWS.

Essays on the Form of the Law. By THOMAS ERSKINE HOLLAND, M.A., Fellow of Exeter College, Oxford, and of Lincoln's-inn, Barrister-at-Law. London: Butterworths.

On the theoretical imperfection of the mode in which statute law in this country is promulgated, it is hardly necessary for us to enlarge. To suggest some radical changes in this respect is the object of Mr. Holland's work. The work is divided into two parts: the first part having reference *to the law generally*, and the second part dealing specially with the *statutes*. The views which the writer advocates are summarised in pp. 4—6. The principal of these are as follows:—That the amendment of the *form* of the law of England is a more pressing necessity than that of the *matter*; that the formal amendment should be conducted independently of material changes; that the end to be aimed at is a code which should contain but one system of law, so that no attempt should be made in a code of the law of England to exhibit incongruous laws which prevail in other portions of the British Empire; that when the code, or (as a step towards it) the digest, is completed, all subsequent legislation should have reference to some specific title of the code or digest.

Before proceeding to consider Mr. Holland's method for the classification of the statutes, we may observe that he adopts Blackstone's and not Austin's notion of a law proper. According to Austin, it is the office of *laws* to enjoin acts or forbearances of *a class*, as opposed to acts determined *specifically*. According to Blackstone, it is the office of laws to oblige *generally* the members of a given community, and not particular persons determined individually.

From the series of *English* statutes Mr. Holland would reject (1) statutes which have no reference to England; (2) statutes which merely keep in motion the machinery of Government; (3) statutes which affect only certain localities or certain individuals in England (pp. 108—110); the two last of these classes being excluded from the "public general" Acts altogether (p. 146). The "public general" Acts should, according to Mr. Holland (p. 147) be split up into four separately numbered series—(1) English; (2) Scotch; (3) Irish; (4) those relating to the Colonies or India. And Mr. Holland says (p. 173) in answer to our remarks last year upon this subject,—"You suggest that, upon my principles, the English statutes should again be broken up into a 'common law' and 'equity' series. But surely, because I wish to subdivide, I am not obliged to subdivide *ad infinitum*. If equity and common law were distinct bodies of law, I would certainly propose to have a body of equitable and common law statutes; but, fortunately, we are not quite in such evil case as this. This objection, if it is seriously urged, is, however, answered by what I say as to digesting the body of statute law as soon as we have ascertained what laws they are which we wish to digest."

We are not sure that Mr. Holland has quite understood us. We did not, of course, mean to imply that one subdivision necessarily implies another; but what we meant was this, that whatever subdivision you propose to adopt, you must show its reasonableness and convenience. Until you have done this, one kind of subdivision stands on the same footing as another. The question then arises, is it, on the whole, convenient or otherwise that the English law should be dealt with separately from the law of Scotland or that of any other portion of the empire? Mr. Holland's answer would be in the affirmative, on the ground that the English legal system is a distinct legal system in itself. But we are not at all disposed to admit that the English system is, *in all respects*, a distinct legal system in itself. On some subjects the law is the same for the whole of the United Kingdom, *e.g.*, treason; trade and commerce (19 & 20 Vict. c. 97); and joint stock companies (25 & 26 Vict. c. 89). And this class of subjects is likely rather to be extended than narrowed by future legislation. For instance, the commissioners appointed to inquire into the law of marriage have recommended a uniform marriage law for the whole of the United Kingdom. According to the present practice, legislative provisions having reference to the whole of the United Kingdom simply appear once in the statute book: whereas, according to Mr. Holland's plan, they would be repeated three times over, and thus, *pro tanto*, aggravate the prolixity of the entire statute book. In deciding, then, upon the proper arrangement of the law, it is of course impossible to lose sight of the *matter* of the law; and, as a corollary, it is impossible to settle the proper *form* which the law should assume, independently of the *material changes* which may have been effected, or may be in prospect. But, assuming that the English and Scottish systems were wholly distinct, we are not prepared to admit that a complete separation of the laws applicable to either country would be desirable. To the student of comparative jurisprudence such a separation would be a distinct loss. But then it is said that the English lawyer would be thereby enabled to disencumber himself of a mass of legislative matter with which he would, in practice, have nothing to do. But to this it may be answered (1) that the convenience of the English lawyer may be met by a proper arrangement of the Statutes under the direction of the Council for Law Reporting. Editions of the Statutes are published every year under the sanction of that council, for the convenience of English lawyers; assuming, therefore, the arrangement suggested by Mr. Holland to be the most convenient for English lawyers, it is for the Council of Law Reporting and not for the Legislature to carry it into effect. Thus, in the reports of the appeal cases before the House of Lords, English and Irish cases are published separately from Scotch and divorce cases, because it is conceived that the division in question is most likely to render the reports useful to the profession. But (2), even as regards English lawyers, questions of Scotch law do sometimes come before the courts in England. In the case, for instance, of *Dutton* v. *Halley*, in the Queen's Bench, reported 2 B. & S. 748, the question was as to the construction of a clause in the Scotch Bankruptcy Act of 1856. It may be said that such cases are exceptions, and therefore no objection to the general scheme proposed. But we think that such an argument, if admitted, would apply in a similar way to the illustrations given by Mr. Holland of the inconveniences of the existing system (pp. 153—158).

What we have said with regard to Scotland applies *à fortiori* to the case of Ireland, seeing that the legal system of Ireland has far more in common with England than has that of Scotland.

We have thought it best to dwell principally upon the point (and a very important one it is) upon which we are at issue with Mr. Holland. It must not, however, be inferred that we do not, in general, concur with the scheme he proposes. It would be necessary to observe great caution in carrying it out. Space forbids us to add more, except to acknowledge the great ability displayed by Mr. Holland in dealing with his subject, and the admirably clear language in which his book is written.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

May 9.—*Re Wooller.*

Bankruptcy Act, 1869, *ss.* 125 *and* 126 (*cl.* 6)—*Third special meeting of creditors.*

Reed applied that the Court would give directions to the registrar to send notices of the holding of a third special meeting of creditors under the petition filed by the debtor, in order to confirm a resolution which had previously been passed by creditors assembled at a second meeting.

It appeared that at the first meeting of creditors a resolution was passed to accept a composition of five shillings in the pound. At the second meeting, instead of confirming that resolution, the creditors passed an extraordinary resolution to accept seven shillings and sixpence in the pound; and the question arose whether, under the 126th section, the creditors had power to pass an extraordinary resolution instead of confirming the one originally passed. It was contended that clause 6 of that section contemplated the addition to or variance of any resolution previously passed, but that did not appear to be provided for by the 282nd rule, and that all the creditors could do was to confirm the original resolution.

The CHIEF JUDGE was of opinion that the creditors were entitled at the second meeting to pass the extraordinary resolution referred to, and directed the registrar to give notice of another meeting at which to confirm it.

Solicitor, *Jennings.*

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May 10.—*Re Rose.*

Solicitor's bill of costs.

The debtor in September, 1869, registered a deed of assignment for the benefit of creditors. It appeared that previously to the registration of the deed, Mr. Woodard, solicitor, had acted professionally for the debtor, but his bill of costs had not been delivered, and the debtor estimated the amount at £20 as security for his claim. Mr. Woodard held several documents and papers belonging to the debtor. The trustees under the deed soon after their appointment called upon Mr. Woodard to deliver his bill of costs in order that they might satisfy the amount of it, and obtain the documents in his possession belonging to the debtor, but Mr. Woodard did not accede to this requisition. Thereupon summonses were issued for the examination of Mr. Woodard, and at the last examination, an order was made by the registrar requiring Mr. Woodard to show cause before him why he should not deliver to the said trustees his said bill of costs, and pay the costs of and occasioned by the several applications therein.

Mr. Woodard now appeared in person to show cause. He contended that the proper course for the trustees to adopt was to take out a summons at judges' chambers, and that this Court had no jurisdiction to compel him to deliver his bill.

Brough, for the trustees.

The CHIEF JUDGE said that the duty of Mr. Woodard as a solicitor of the court was very plain; he was bound to deliver his bill of costs, and he must do so within ten days. The question of costs would be reserved.

Solicitors for the trustees, *Duffield & Bruty.*

(Before the Hon. W. C. SPRING-RICE, Registrar.)

May 17.—*Re Dedman.*

Bankruptcy Act, 1869, *ss.* 17 *&* 28—*First meeting of creditors —Composition.*

Mr. J. S. Salaman, solicitor for the petitioning creditor and a large majority of the trade creditors, applied, under the 28th section of the Bankruptcy Act, 1869, that the registrar might be directed to summon a special meeting of creditors to consider a proposal made by the bankrupt.

It seemed that the adjudication had been obtained some few days ago on the petition of creditors. The bankrupt had since offered a composition, which the creditors were willing to accept, but, inasmuch as the first meeting of creditors had not yet taken place, a doubt had arisen whether the proposal could be carried out before the appointment of a trustee. In support of the application it was contended that the registrar had power to hold the meeting without any unnecessary delay, and reference was made to section 17, which defined the word "trustee" to mean the trustee for the time being, including the "registrar" acting in the bankruptcy.

The REGISTRAR said it was impossible that anything could be done until after the appointment of a trustee, but, in order that no unnecessary delay should take place, notice might be given that at the meeting a special resolution would be submitted to the creditors. It was requisite, however, that an affidavit should be filed setting forth the grounds of the application, and the circumstances under which it was made.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy Judge.)

April 12.—*Evans* v. *Proom.*

Lessor and Lessee—Dilapidations—Expiration of Term—Right to sue.

The facts of this case will be gathered from the following judgment:—

Mr. CUST.—This action is brought to recover damages for breach of an agreement, not under seal, dated October 12, 1866, whereby, in consideration of £50, the plaintiff agreed to let to the defendant a house in the parish of St. Mary Newington from the 14th June, 1867, for two years at a peppercorn rent, and the defendant agreed "to repair the premises as often as occasion should require and to yield up the same in good repair at the end or other sooner determination of the said term." The defendant entered into possession and remained until the 14th June, 1869, when the premises were shown to be in a very dilapidated condition. It however, appeared incidentally, on cross-examination of the plaintiff's witnesses, that the premises were not given up to the plaintiff, but, by her consent, to the governors and guardians of the poor of the parish as the freeholders, and it was not denied that the governors were the real plaintiffs. The defendant contended that the plaintiff had ceased to have any interest in the premises, and that she was not liable to the present owners in regard to the non-repairs, and that the plaintiff having suffered no loss could recover no damages.

I think these objections are not an answer to the action. There is no evidence to show that the interest of the plaintiff was not subsisting when the defendant's term expired. The defendant, as lessee, cannot dispute the title of his lessor, and there is no evidence inconsistent with the continuance of the plaintiff's interest subsequent to the expiration of the lease. The defendant never attorned to, or paid rent to anyone but the plaintiff. That he gave possession to the present owners is quite consistent with the existence of an agreement between them and the plaintiff, having reference to some subsequent arrangement. Even if the plaintiff's interest had determined during the defendant's term, that would not have affected the question. Such a determination must have occurred in one of two ways—either by the cessation of the plaintiff's interest *in toto*, as in the case of a limited interest, or by its transfer to another party. *Clow* v. *Brogden* (2 Man. & Gr. 39) decides that the cessation of a lessee's interest by the forfeiture of his term, cannot be pleaded to an action by the lessor for dilapidations, and *Bickford* v. *Parsons*, (9 C. B. 920), which was relied on for the plaintiff, shows that where the lease is not under seal, and consequently the right to sue does not pass to the assignee under the statute 3 Hen. 8, c. 34, that right remains in the lessor and may be exercised for his own benefit. It is immaterial to the defendant who reaps the benefit of the agreement provided he is liable only to one person. He is not concerned to inquire into the title of his lessor, nor is he damnified if at the end of the tenancy he is directed by his lessor to give up possession to a stranger. The suggestion that the action is brought for the benefit of the present owners, although not in their names, is not material to the issue. The only question on this part of the case is whether the defendant is liable to the present plaintiff. I am of opinion that he is.

The remaining question is the amount of damages. There was no evidence as to the condition of the premises at the commencement of the defendant's term, but it must be presumed that they were tenantable from the fact of his entering into the agreement to keep and yield them up in repair, and even if it could be shown that this was not the case, the defendant would not be relieved from his liability; for, as Baron Parke observed in *Payne* v. *Haine* (16 M. & W. 545), "the lessee could not keep and yield them up in good repair without first putting them into it." The amount claimed by the plaintiff is shown to be a fair estimate, and there will be judgment for the plaintiff for that amount.

Counsel for the plaintiff, *Hance*; for the defendant, *Castle.*

Attorneys for the plaintiff, *F. & E. Chester.*

Attorneys for the defendant, *W. F. Wallis.*

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

May 17.—*Dover* v. *Reed.*

A novel point of county court practice was raised in this case. The action was in *replevin*, and it appeared that the defendant had seized the goods of the plaintiff for rent, and the plaintiff, with two other persons, registered a bond at the county court as security that he should bring his action against the defendant within a month, and prosecute such action with "diligence and effect." The action was duly brought; but on the day of hearing the plaintiff's solicitor appeared and said, his client and witnesses not having arrived, he could not get on. After standing over some time for the appearance of the plaintiff, who did not arrive, the cause was struck out, and the defendant was allowed his costs.

Mr. Ody applied to have the cause restored, or to have a rule *nisi* calling upon the defendant to show cause why it should not be restored, and a day fixed for hearing.

Mr. PITT TAYLOR pointed out that a new summons might issue.

Mr. Ody said that would not meet the case. The plaintiff, with his co-bondmen, had forfeited £30, the amount of the bond, if the original summons could not be heard;

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because the month allowed for bringing the action had expired, and, in fact, the defendant had already commenced an action on the bond in one of the superior courts.

Mr. PITT TAYLOR said, as far as he could learn, the point was without precedent, and he must decline to give an opinion off-hand. He, however, granted a rule *nisi* calling on the other side to show cause why a day should not be fixed for hearing the original summons, and thus save the plaintiff from having to issue a new summons, as well as save him and his co-bondmen from liability under the bond. If the plaintiff had a good case it was rather hard that he should be mulcted in £30 through having mistaken the day of hearing. It was quite clear he would be so mulcted if the case could not be restored.

The 31st of May was then fixed for arguing the rule.

APPOINTMENTS.

Mr. JAMES EDWARD DAVIS, barrister-at-law, and stipendiary magistrate of the Potteries district, has been appointed first Stipendiary Magistrate of Sheffield, the salary of which office has been fixed by the Town Council of that borough at £1,000 per annum. Mr. Davis was called to the bar at the Middle Temple in November, 1842, shortly after which he joined the Oxford Circuit, attending also the Shropshire and Staffordshire Sessions. During this period he often acted as Deputy Judge of the Warwickshire County Court. He is the author of a very good work on County Court Practice, and had been stipendiary magistrate of the Potteries district since June, 1864.

Mr. THOMAS LAXTON, solicitor, of Stamford, Lincolnshire, has been appointed Clerk to the Stamford Board of Guardians, in succession to the late Mr. Alderman Clapton.

Mr. JAMES F. NOLAN has been appointed by the Colonial Government to the office of Judge of the County Court, Melbourne. Mr. Nolan was called to the Irish Bar in Easter Term, 1855, and shortly after commenced practice at the Melbourne Bar.

Mr. CHARLES SANDERSON, solicitor, has been appointed Registrar of the Archdeaconry of Calcutta, from April 16, in succession to Mr. H. R. Delves Broughton, barrister-at-law, who resigned on being appointed Administrator-General of Bengal. Mr. Sanderson was admitted at Westminster in Hilary Term, 1851, and is a member of the firm of Berners, Sanderson & Upton, solicitors, Calcutta.

Mr. WILLIAM JOHN SLADE FOSTER, solicitor, of Wells, Somersetshire, and Town Clerk of that borough, has been appointed Registrar of the Wells County Court, in the place of Mr. Edwin Lovell, resigned.

GENERAL CORRESPONDENCE.

A GRIEVANCE.

Sir,—When lawyers in either branch of the profession think it consistent with their dignity and duty to write to the public papers respecting cases in which they have been concerned, they ought, at least, to take care that they do not allow their private feelings to distort or colour, even unconsciously, their account of the facts of which they think it right to complain. My attention has been called to the following paragraph, which appeared in the *Pall Mall Gazette* a few days ago: –

"One of the points which Chief Justice Cockburn emphasises in his letter to the Lord Chancellor on law reform is that some limit should be put upon the right of appeal to a series of courts and especially to the House of Lords. The unanimity of the judges in the court below ought, he thinks, to be a bar to carrying the suit to the supreme tribunal. The necessity for some rule of this kind is strongly illustrated in a case which 'A Barrister' describes in a letter to the *Times*. Three years ago he was counsel for the plaintiff in an action for false imprisonment brought by a poor man against a rich man, a magistrate and a barrister. The plaintiff had a verdict for £100. The defendant moved for a new trial; rule refused. He appealed to the Exchequer Chamber; judgment for the plaintiff. The defendant then took the case to the House of Lords, when the decisions of the Exchequer Chamber, the Court of Exchequer, and the Lord Chief Baron, who tried the cause, were overruled by the Lord Chancellor, two ex-Chancellors, and a Scotch judge. The costs were enormous."

I have referred to the letter in question and find that it is fairly represented by the *Pall Mall Gazette*. Now, the obvious inference from the notice, which is made even stronger by the terms of the letter itself, is that the unanimous opinion of the Exchequer Chamber, the Court of Exchequer, and the Lord Chief Baron (*i.e.*, practically of the whole Common Law Bench) was overruled by three equity lawyers and a Scotch judge. If this be not meant the letter is mere peevish complaint, and the writer in the *Pall Mall Gazette* has been betrayed into an absurdity, for as Lord Chief Justice Cockburn's observation only applies to a case where the Court below was unanimous, the case in question is not in point if that Court was divided in opinion.

Now the case referred to by "A Barrister" (I purposely refrain from giving his name) is quite obviously *Perryman the Younger* v. *Lister*, and your readers will perhaps be astonished to learn that the Court of Exchequer was *equally divided* on the point, Bramwell and Pigott, BB., being for the defendant (who ultimately succeeded in the Lords) and Kelly, C.B., supporting *his own ruling* at Nisi Prius, with the assistance of Channell, B. The Court of Exchequer Chamber pronounced a unanimous judgment, but it was known to be the result of a compromise, and that in fact, on the point ultimately decided (which the Exchequer Chamber refused to decide), the judges present were as two to three. Further, "A Barrister" must have known that when an application to extend the time for giving notice of appeal to the Lords was made in chambers, Willes, J., expressed his willingness to do anything in his power to enable the defendant to get rid of "so monstrous a decision." Lastly, why was it not disclosed that one of the law lords (who were unanimous in favour of the appellant) was Lord Chelmsford, who cannot be supposed to be a mere equity lawyer? Had the *whole* truth been told it would have appeared that the unanimous decision of Lords Hatherley, Chelmsford, Westbury and Colonsay was in accordance with the views expressed by Willes, Byles, and (I believe) Lush, JJ., and Bramwell and Pigott, BB., in opposition to those of Kelly, C.B., Channell, B., and Blackburn, Keating, and M. Smith, JJ. That being so, I think no one will be likely to believe that "A Barrister's" client has any real reason to complain of the result of his action.

A. E. MILLER.

REPAIRING FENCES.

Sir,—Can any of your readers refer me to a case bearing on the following:—

A. occupies a piece of land, the property of C., as a garden, separated from a highway by a small field belonging to and occupied by B.; the hedges next the highway and also next A.'s garden belong to B. Owing to these hedges being out of repair cattle stray off the highway over B.'s land on to A.'s garden in the night, and are removed before A. is aware of the damage. Can A. recover against B. for the damage?

T. B.

ANIMALS.

Will any reader be so kind as to refer me to any cases upon the question of the lawfulness or unlawfulness of A. killing an animal the property of B.—for instance, a cat, the cat at the time being found destroying the fowls of A.?

G. A. J.

BANKRUPTCY ACT, 1861—JUDGMENT CREDITOR—COSTS.

I shall be obliged by an answer to the following from one of your correspondents:—

Can a judgment creditor include in his claim against the estate of his debtor, the costs of an execution rendered abortive by the debtor having executed an assignment under the Bankruptcy Act of 1861, which was registered whilst the sheriff was in possession? The deed was executed after service of the writ, but before judgment signed.

On interpleader the sheriff was ordered to withdraw, the deed having been registered.

A COUNTRY SUBSCRIBER.

TITLE TO PROPERTY HELD FOR RELIGIOUS OR EDUCATIONAL PURPOSES.

Sir,—Will one of your readers kindly give me his opinion on the following:—

By 13 & 14 Vict. c. 28, property conveyed for religious or educational purposes is to vest in successors, without con-

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veyance, by the adoption of the memorandum of the choice and appointment of new trustees mentioned in the schedule. The Act directs the appointment of new trustees to be made to appear by deed.

Ought the memorandum to bear a 35s. deed stamp, or would the statute be satisfied by the memorandum being written on plain paper under the hand and seal of the chairman?

And is enrolment necessary?

A COUNTRY SUBSCRIBER.

Sir,—May I, at the risk of again exposing my ignorance of the value of time, reply briefly to "A Solicitor's" last letter? I regret that he should look upon my "very simple remedy" as being worse than the disease. At the same time he must be aware that it is one which not a few of his professional brethren have adopted and have found to be attended with most beneficial results. His antipathy to compulsory dinners I can understand, but confess my inability to follow him when he argues that because, during the term of probation he would not be permitted to practise as an attorney, he must necessarily waste the three years in "disgraceful sloth."

That, however, is not the issue here. My excuse for trespassing on your space is that "A Solicitor" has failed, in my opinion, to see the real point of *Scott* v. *Stansfeld*, which he is good enough to admit "must be held to be the law until revised." The principle which underlies the decision of the judges in that case and which was explicitly recognised in their language, is neither novel nor "contrary to the spirit of the English law." The mischievous consequences that would inevitably result if a judge of a court of record were liable in damages for language used by him *in respect of matters judicially before him* and in discharge of his functions as judge, are so palpably obvious that it is difficult to conceive how the court, looking above all thing to the maintenance of judicial independence, could have held otherwise than they did. If "A Solicitor" will refer to the case again. I think he will admit that it does "apply to attorneys having the conduct of a cause" just as much as to the parties themselves. But, as Baron Channell took occasion to observe at the time, it does not follow that a county court judge can so misconduct himself with impunity. The remedy lies, not in an action for slander, but in an appeal to the Lord Chancellor, who has the power to remove from his office a judge by whom that office is abused.

When it is found that such an appeal is made in vain, the interference of the Legislature may be necessary.

A BARRISTER.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 13.—*Hawkers and Pedlars.*—The Earl of Airlie asked if the Government would introduce a measure for the better regulation of the trade of travelling hawkers and pedlars. There was a strong *primâ facie* case against a tax which pressed with great severity on a class mostly poor, and whose customers also were mostly poor. A licence was no guarantee for the respectability of its holder; indeed, the present system tended rather to hinder the operations of the police, for an apparently suspicious character had only to produce a licence, and the policeman could say nothing more to him. There was urgent necessity for some supervision over this class. A system of registration would much more effectually check existing evils, and would possibly in time introduce a much more respectable class of men.—The Earl of Morley said the Government were fully sensible of the necessity, in the event of the Chancellor of the Exchequer's proposal being carried out, of introducing new regulations, and a bill would, in all probability, be brought in this session.

The *Ecclesiastical Patronage Transfer Bill* was read a third time and passed.

May 16.—The *Compulsory Education Bill*, by Lord Stratheden, was read a first time.

The Ritual Commission Report.—In reply to Earl Russell, Earl Granville said this report would soon be ready.

Churchwardens' Liabilities.—A bill by the Marquis of Salisbury to relieve churchwardens of their liability for certain charges formerly defrayed out of church-rates, was read a first time.

May 17.—The *Sequestration Bill.*—The Bishop of Winchester moved the second reading. Benefices were endowments charged with important spiritual duties, and the endowments were not the private property of the incumbent, but a trust held upon the continual discharge of those duties. It was not right that a temporary holder, if through his own carelessness he became unable to discharge them, should be able to divert the endowment from the parish, and thus prevent the appointment of a worthier successor. That a clergyman should be able to run in debt, giving his creditors the security of the endowment which belonged to the parish, was so utterly wrong in theory that it demanded an immediate and stringent remedy. The bill proposed that any clergyman who should become bankrupt, and be unable to obtain a certificate from the Bankruptcy Court, should, at the discretion of the bishop or archbishop, forfeit his benefice. And it was proposed, as had been done in all bills of this kind, to give discretionary power as to the time and mode of enforcing such deprivation to the bishop, with an appeal to the archbishop of the province; for there might be cases of unforseen misfortune, in which the incumbent ought to have time to recover himself. The Marquis of Harrowby had brought in another bill on the same subject, which, it seemed to him, would actually increase the evil of sequestrations, and not one of its chief provisions would be workable. It provided that a clergyman who should not within a certain time pay his debts should be deemed to have committed an act of bankruptcy, whereas his bill proposed to go through the stages of a debtor summons and petition in bankruptcy, thus giving the clergyman and his friends an opportunity of meeting the emergency. Lord Harrowby's bill provided that the bishop should ascertain the whole amount of the debt of the sequestered clergyman, throwing on him the responsibility of finding the right amount, a task which ought not to be thrown on a bishop. Then he was to apply to Queen Anne's Bounty for a sum sufficient to pay off the whole amount, and the life of the incumbent was to be insured for the sum so borrowed, in order that it might be repaid at his death. Queen Anne's Bounty would not grant money on such a security for many of the lives would not be insurable at all. The bishop would first have to create an insurance company which would take the life. And if the clergyman committed suicide, the policy might be forfeited. Again, another clause provided for the payment of arrears on the policy, whereas, if the payments were allowed to fall into arrear, the policy would lapse. This was an illustration of the accuracy pervading Lord Harrowby's bill. It proposed again, that the bishop should consider all the claims, and settle the order and proportion of payment, matters quite alien to the education of a bishop, and for which no bishop would willingly become responsible, since he would have no hope of doing justice in the case. After all this cumbrous machinery, moreover, no benefit was secured to the parishioners, for the living was still liable to sequestration for the purpose of meeting the claims of creditors, insurance charges, and so on.—Lord Cairns said all would agree as to the great misfortune which befell any parish where the incumbent fell into pecuniary difficulties, and where, above all under the process of sequestration, its spiritual duties were very imperfectly performed. The title of the bill was misleading; its title was "An Act to avoid sequestration, and to provide a more effectual remedy for securing the payment of the debts of beneficed clerks," and the same object was expressed in the preamble, yet the bill not only made no new provision for securing payment, but abolished the only means by which, in nine cases out of ten, payment could be secured. Its principle was that for the future a freehold benefice was to be absolutely forfeited, subject to the discretion of the bishop, if the holder, from misfortune or any other cause, fell into bankruptcy. Even if that were the best possible rule for the future, Parliament could not apply it to existing holders. They entered on their benefices under certain conditions, and it would be hard if they were made liable to forfeiture by a process at present unknown to the law. Was Parliament prepared to say that, for the future, if the holder of any freehold office to which the performance of certain duties is attached became bankrupt, the office should be forfeited? If the principle was right it could not be confined to clergymen, but must be applied to freehold offices. It had been said the endowment was not the property of the holder, but of the parish, but it was the services of the incumbent which belonged to the parish, and provided they were rendered in a proper way the expenditure of his income was his own affair, and

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not that of the parish. The right of the parishioners could not go beyond the right to the proper performance of the duties. The bill left to the discretion of the bishop, subject to appeal to the archbishop, the question whether the benefice should be forfeited or not, in the event of bankruptcy. Was the bishop or the archbishop to sit as a kind of bankruptcy judge to consider the circumstances which had led the bankrupt clergyman into embarrassment, and to pass an opinion on his conduct? Would Parliament place such power even in such good hands? If, too, the bishop decided that the benefice was not to be forfeited, what was to be done with the creditors? Was the clergyman to retain his benefice without paying them? The bill made no provision for the creditors in case the living was not forfeited. It proceeded on the principle that unless the bankrupt obtained his discharge the benefice was to be forfeited, but it was well-known that a common condition of discharge was for a certain portion of the income or salary to be dedicated to the purpose of paying the debts. The bankruptcy judge, therefore, would have power to discharge the bankrupt on such a condition, and the fact of discharge would entitle the bankrupt to retain possession of his benefice, yet, as at present with sequestrations, a portion of the income would be diverted to the payment of his creditors. The bill was passed as a merciful one to the clergy, because money-lenders and others were now induced to lend them money, knowing that when the pinch came they could obtain a sequestration, and it was said that if the clergy were not to be trusted in this way their condition would be much better. The consequence would be persons would be quite as willing to lend money as now, but the risk would be greater, and the terms therefore harder. The defect of the existing law was that the bishop, in the event of sequestration and failure of the clergyman to perform his duties, was not allowed to reserve a sufficient portion of the income to meet the wants of the parish. Any bill in that direction would be accepted by Parliament, and would remedy the evil so far as it admitted of remedy, for it could not be remedied entirely.—The Archbishop of York said the real question was this:—The law at present regarded a benefice in the light of a freehold possession, and the House was asked to treat it in future as a trust, and to take care, first of all, that its duties were duly discharged. Lord Cairns said it ought not to be applied to existing incumbents. It would not be fair to apply it to existing debts, but why should it not be applied to all debts contracted thereafter? Lord Cairns contended that if the duties of a freehold office were discharged that was enough, but there was a great difference between the position of a clergyman in difficulties and that of the holders of other offices. An officer in the army could not place himself in the position at present open to clergymen. He would lose his commission by committing acts such as those by which too frequently a clergyman loses the confidence of his parishioners. Consuls and persons in other public offices were also unable to charge their incomes with the payment of their debts. True, those were not freehold offices. There was that distinction, but in point of principle, if such persons sometimes lost their offices for these acts, why should a clergyman who could no longer be of the slightest use to his parishioners be treated differently? Lord Cairns said the proper remedy was to provide a sufficient allowance for the performance of the duties. It would be all very well if a sufficient allowance for the appointment of another clergyman could be obtained, the former incumbent going into retirement with a portion of the income, but in nine cases out ten the benefices were too small. He hoped their lordships would affirm the principle of the bill. He understood that there would be no objection to referring it to a select committee.—The Earl of Harrowby did not pretend that his bill was entirely satisfactory, but he hoped their lordships would refer it likewise to a select committee.—The Duke of Cleveland held that an amendment of the law was urgently called for.—Lord Westbury said that since the Irish Church Bill he had seen none which was a greater violation of the rights of property. With one fell swoop it would take away their property, not only from the clergy, but from their creditors, and would place it at the disposal of the bishop or archbishop. Such a scheme it was hardly possible for any reasonable being to entertain. The principles enunciated in the speech of the Bishop of Winchester were founded on reason and justice, and if the bill went to a select committee, on which he, for one, should be happy to serve, its efforts would be directed to bringing the bill into harmony with those principles. The law had provided the clergyman with that income to the intent that he might fully discharge its clerical and parochial duties, and if he was unable to do so, reason and justice demanded that his superior, the bishop, should be able to take so much of the income as was required for those duties. No doubt, in many cases the whole income might be inadequate to that purpose, but to the extent of that principle he should be most willing to go, and the present law undoubtedly fell far short of its duty in the administration of that principle.—The Marquis of Salisbury supported the bill on the ground that the income enjoyed by the clergyman belonged really to the parishioner.—The Bishop of Gloucester and Bristol recognised several defects in the bill, but it was with the greatest satisfaction that he saw the principle enunciated that livings were held in trust.—The Lord Chancellor enumerated many instances which had come before him personally during office, in which parishes had been for many years in the greatest disorder, owing to the incumbent being absent from his duties in consequence of his debts. Was it to be supposed that a clergyman could teach to his parishioners the cardinal principle of doing as they would be done by, if he exhibited in his own person an example of spending carelessly the money of other people by taking goods from his parishioners which he had no means of paying for, and if he thus neglected the obvious duties which all owed one to another. He then took objections to the machinery of the Earl of Harrowby's bill, and expressed a hope that the other bill would be sent to a select committee.—The Earl of Harrowby did not press his bill, and the Bishop of Winchester's bill was then read a second time and ordered to be referred to a select committee.

May 19.—The *Ecclesiastical Titles Bill* was read a first time.

The *Marriage With a Deceased Wife's Sister Bill*.—Lord Houghton moved the second reading.—The Duke of Marlborough supported the bill.—Lord Lansdowne did so on social grounds.—The Bishop of Ely opposed it on Scriptural grounds: it would only produce discomfort.—Lord Kimberley combatted the arguments used against the bill.—The Bishop of Ripon supported the bill; the Word of God not having forbidden the marriage, but tacitly permitting it.—The Bishop of Lincoln contended that Scripture forbade it.—Lord Westbury urged that the present law, as grounded in a misapprehension or delusion, should be expunged from the statute-book.—The Bishop of Peterborough censured Lord Westbury's levity, and regarded the bill as fraught with social evils.—Lord Lifford regarded the existing law as founded in an inconsistent and unfortunate legislation.—The Duke of Argyll opposed the bill, and was not convinced that the public generally supported it.—The Earl of Harrowby condemned it as opposed to the whole voice of Christendom.—The Lord Chancellor earnestly opposed the bill as wrong and as in conflict with the spirit of the nation.—Earl Granville supported it as wise, expedient, and just. On a division the bill was rejected by a majority of 76 to 74.

HOUSE OF COMMONS.

May. 13.—*Habitual Criminals Act.*—Mr. Rowland Smith asked the Secretary of State for the Home Department whether, in the Habitual Criminals Act of 1869, clause 16, the date 1861 was not inserted in error for 1866, and whether this error had not rendered the clause inoperative; and, if so, whether he would this session amend it.—Mr. Knatchbull-Hugessen said that owing to the haste with which the Habitual Criminals Act was passed, many errors of omission and commission were allowed to pass in the bill. The Home Secretary, however, intended to introduce a bill during the present session to remedy these inaccuracies.

Police Regulation of Vagrants.—Dr. Brewer called attention to the unsatisfactory working of the regulations in force to secure the humane intentions of the Legislature in behalf of the homeless poor, consequent on the practically indiscriminate distribution of relief given to the whole class of applicants, criminal or not criminal, impostors or genuine poor, and moved that vagrants applying for shelter and food be put under the protection, regulation, and management of police. Reviewing the history of this subject, he said there was nothing new in the proposal to place this vagrant class under the supervision and regulation of the police, for that

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was the original and primal basis of the poor law institutions of the country. He then went into the statistics. Steps should be taken to separate the accidentally poor from the professional vagrant. The utter absence of all control, of all attempts at reclamation, and of all efforts to get at the children of these unhappy men and women, constituted a danger which local agency could not cope with. He moved:—"That vagrants applying for shelter and food shall be put under the protection, regulation, and management of the police."—Mr. Bromley-Davenport seconded the motion.—Mr. Corrance said the only remedy was strict supervision.—Mr. W. H. Smith recommended that vagrants be set to work as in the French *Depots de mendicité*.—Mr. Whalley said the Poor Law Board should forbid the guardians spending the rates on this class, and every man who could not give an account of himself should be locked up.—Mr. Walter feared such a sweeping plan would inflict hardship on the innocent, and urged the Poor Law Board to invent a plan for discriminating in the giving of relief.—Mr. Goschen said the Home Office and the Poor Law Board had seriously considered this matter, but they could do little to suppress vagrancy unless the public assisted them by refraining from giving indiscriminate alms. He suggested that the definition of "rogue and vagabond" should be extended, and that the guardians should have the power of detaining and putting to work habitual "casuals." This he preferred to transferring them to the police, which would be enormously expensive, and would not secure as much discrimination as the present system of relief, because the policeman, as a rule, was a much easier person to deal with than the relieving officer.—Sir M. Beach advocated uniformity of treatment, relief to be given to all who really needed it, a certain amount of work to be exacted for it, and putting the vagrants under the police. The magistrates ought to carry out the law more stringently. —The motion was withdrawn.

May 16.—The *Irish Land Bill*.—Committee. Part III. (Purchase by tenants; advances for that purpose.) Clause 39.—The Commissioners of Public Works were inserted as "the board" referred to.—In reply to Mr. Sclater-Booth, Mr. Gladstone said the amount to be applied to these advances for purchases by tenants must be left to Parliament to determine. There was so much that was experimental in those provisions that it would be desirable at first to provide a moderate sum to meet any early demand that might arise, after which the matter could again be brought before Parliament, with improved means of forming a judgment upon it.—Clause 40 (Advances to landlords for improvements) was agreed to, an amendment by Mr. F. Heygate, to authorise advances for improvements to be made to tenants as well as to landlords, having been negatived.—Clause 41 (Advances to tenants desirous of purchasing). Mr. C. Fortescue moved to add after "the board" "if they are satisfied of the security."—Mr. Corrance criticised the scheme and its policy. The security would not be good to the State when it might to the ordinary lender; because the State, as a landlord, would not, from motives of policy, be able to deal with recalcitrant tenants. The scheme might be very well for Irish landlords who looked to it as a mode of spoiling the Egyptians; but applying to it the vulgar rules of pounds, shillings and pence, he could only regard it as a scheme vicious in principle, probably corrupt in practice, and certainly mischievous in its results.—Mr. Whalley entirely concurred.—The amendment was agreed to.—Mr. Sclater-Booth proposed to limit the advance to one moiety of the price of the holding instead of three-fourths as in the bill.—Mr. Pease believed that very few tenants would be ready to purchase.—Mr. Gregory was for the scale as it stood in the bill, because to render the clause operative it must be made as easy as possible.—Sir H. Bruce was for the amendment. —Mr. J. Howard did not believe that the scheme was necessary for the pacification of Ireland. The previous portions of the bill were based on the principle of giving security of tenure, and, when that was obtained, the passion for the possession of land would die out.—Mr. Maguire did not believe that the operation of the bill would destroy in the Irish people the natural wish for that complete security of tenure which was afforded by the possession of the fee simple of their holdings.—Mr. O'Reilly believed that an advance of three-fourths of the price of a holding would leave an abundant margin for security, and that many tenants would be in a position to provide the remaining one-fourth.—Mr. Downing suggested two-thirds.—Mr. Sclater-Booth's amendment was then withdrawn, and the clause was amended by making the limit of the advance two-thirds of the purchase-money, and the annuity extend to thirty-five years at £5 per cent., instead of twenty-two years at £6 10s. —Sir G. Jenkinson then, in the interest of Scotch and Irish ratepayers, moved the rejection of the clause as amended.—Colonel Cubitt opposed the clause. Such holdings meant small produce, the idea of a peasant proprietary was pleasant but he ridiculed it in practice.—Mr. Gladstone said the scheme if worth anything was in the interest of the British taxpayers, as designed to supply security and confidence for Ireland. The House would hold in its hands the power of saying how far the experiment should be carried out, and the only thing now asked of Parliament was that the thing should be tried.—Mr. Hardy said it was not wise to endorse by the sanction of Parliament the principle that the ownership of land was a better thing than the occupation. He protested against the clause as socialistic and communistic, and the commencement of legislation which would create an evil at present without existence, and which posterity would regret when it found Ireland still unpacified and the distress and agitation among her people increased.—Mr. C. Fortescue supported the clause.—Mr. Pollard-Urquhart said the experiment had, through the instrumentality of the Credit Foncier of France and similar companies, been tried, and with the happiest results.—Lord Elcho remarked that in other cases the State had been in the habit of lending money to landlords to drain their estates. But if the Government found a tenant did not pay and ejected him, what would be the result? No one would dare to take the land, and it would be left tenantless upon the hands of the Government. Having granted this privilege to Ireland, how could a similar demand in the case of England and Scotland be refused? —Colonel Barttelot said the system of small proprietors had not proved successful in France. The properties in that country were mortgaged to the chimney-tops. This provision would prove a curse instead of a blessing.—Mr. J. Howard said it was not the duty of the State to interfere either in the aggregation of large estates or in their disintegration.—Mr. G. Gregory said the result of the clause would be nothing else but the actual sacrifice of a large sum of money.—Mr. Sinclair Aytoun opposed this waste of the public money.—Mr. Corrance said that by this experiment they were about to violate all the great principles by which a state should be governed.—Mr. Whalley condemned this part of the measure as holding out a direct premium to conspiracy, murder, and outrage in Ireland.—On a division the clause was carried by a majority of 114 to 27.—The remaining clauses 42–68 were agreed to with slight and verbal amendments.—The new clauses were then taken.—Mr. Chichester Fortescue carried the following new clause, to be inserted after clause 1:—"If, in the case of any holding not situate within the province of Ulster, it shall appear that a usage prevails which in all essential particulars corresponds with the Ulster tenant-right custom, it shall, in like manner, and subject to the like conditions, be deemed legal, and shall be enforced in manner provided by this Act. Where the landlord has purchased, or shall hereafter purchase, from the tenant the benefit of such usage as aforesaid to which his holding is subject, such holding shall thenceforth cease to be subject to such usage. A tenant of any holding subject to such usage as aforesaid, and who claims the benefit of the same, shall not be entitled to claim compensation under any other section of this Act; but a tenant of a holding not claiming the benefit of such usage shall not be barred from making a claim for compensation with the consent of the Court under any of the other sections of this Act, and where such last-mentioned claim has been made and allowed, such holding shall not be again subject to such usage as aforesaid."—Mr. Chichester Fortescue also proposed a clause to go after clause 3, providing that where a tenant has received permission to obtain satisfaction from an incoming tenant he shall not be entitled to compensation under section 3.—The clause was negatived.—A clause proposed by Mr. Kavanagh to deprive yearly tenants assigning their interests without the consent of landlords of the right to transmit a claim for compensation, was, on a division, negatived by a majority of 192 to 120.—A clause by Mr. Bagwell conferring on every tenant the right to a lease for twenty-one years, renewable for ever, was negatived.—Progress was then reported.

The Attorney-General nominated the select committee on

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the Public Prosecutors Bill:—The Attorney-General, Mr. Hardy, Mr. Vernon Harcourt, Mr. Russell Gurney, Mr. Bonham-Carter, Mr. Walpole, Mr. Hibbert, Dr. Ball, Mr. Downing, Mr. Gordon, Mr. Rathbone, Mr. Scourfield, Mr. West, Mr. Staveley Hill, and Mr. Eykyn.

May 17.—The *Municipal Corporation Bill.*—Mr. C. Buxton moved the second reading of this, the first of three bills for the reorganisation of the government of the metropolis. The present measure would establish a federation of municipal bodies by creating a municipality in each of the Parliamentary boroughs to deal with local affairs, with a central body over all to transact the general business of the metropolis. He was willing to refer the bills to a select committee if they were read a second time.—Mr. C. Bentinck opposed the bill. It did not establish an efficient central authority. He preferred the scheme of the committee of 1867, which proposed to make the Metropolitan Board of Works the governing body.—Mr. Morrison supported the bill.—Lord J. Manners thought that only the Government could deal with this question, and that only if it secured the co-operation of the existing local bodies. As a rule, his official experience led him to be satisfied generally with the manner in which they did their work.—Mr. J. Locke was in favour of extending the jurisdiction of the City Corporation all over the whole metropolitan area.—Mr. W. H. Smith inclined to this particular solution of the difficulty, but agreed that it should be left to the Government.—Mr. Bruce admitted that only the Government could successfully legislate on this matter. and supported the suggestion to refer the bills to a select committee, not with any expectation of completing the inquiry this session, but in the hope that it would assist the Government to frame a bill.—Mr. R. Gurney, on the part of the Corporation of London, offered their co-operation in a general inquiry.—Sir W. Tite gave a similar assent on behalf of the Metropolitan Board of Works.—Mr. Alderman Lawrence and Colonel Sykes praised the Corporation.—Mr. Samuda thought it not worth while to give a second reading to a bill which nobody seemed to approve.—Sir G. Grey opposed this bill.—Mr. Muntz supported it.—On a division the second reading was carried by a majority of 130 to 66. It was then ordered to be referred to a select committee, but a dispute arising as to the powers of this committee, the two other bills were adjourned until Monday.

The *Married Women's Property Bill* (No. 1).—Mr. Russell Gurney moved the second reading. As regarded her property, the entry into the state of matrimony had much the same effect on a woman as a conviction for felony. This law had existed for a long time, but it was the result rather of accident than of design. After enlarging on the evil he said the remedy proposed by the bill was to repeal the law under which the wife forfeited her property by the act of marriage, and to enact that she should be allowed to retain control over it, independently of her husband. It had been objected that the creditors of the husband would always be uncertain whether the property which they sought to seize belonged to the husband or to his wife, but that difficulty frequently occurred under the law of marriage settlements. In the next place, it was objected that the bill would introduce discord into families and would depose the husband from his headship. Had such a result followed upon the system of marriage settlements, and, if not, was it more likely to occur in the cases which would be affected by the bill? The principle of the bill had been adopted in America with most advantageous results, and it had also been incorporated in the code of Indian law.—Mr. Raikes agreed as to the hardships of the existing law, but feared that bill No. 1 would lead to others far worse. He trusted, however, that both bill No. 1 and his own bill (No. 2) would be read a second time, in order that they might be referred to a select committee. His principal objection was that it aimed at establishing the novel principle of an equality between the sexes. It would disturb the peace of every family, and diminish for ever that identity of interests at present existing between husband and wife which had hitherto been regarded as the basis of the Christian family, and a proper ornament to society. Also it created an inequality between husband and wife; it retained to the wife the sole use of her property, and yet still obliged the husband to support the family.—Mr. Jessel said bill No. 2 proposed to transfer to a trustee all the property of a married woman except such as was transferable by mere delivery. The poor woman had no other property but what was transferable by delivery, consisting of clothes and perhaps a small sum of money; and this, the property most urgently needing protection, would be excepted from the operation of the Act.—The bill was read a second time.

The *Married Women's Property Bill* (No. 2).—Mr. Raikes having moved the second reading, Mr. Jacob Bright moved its rejection, and the bill was thrown out by a majority of 208 to 46.

May 19.—*The Case of Mr. Edmunds.*—Sir James Elphinstone asked the Chancellor of the Exchequer whether it was true that he was about to incarcerate Mr. Edmunds? He suggested that the object was to hamper him in his action for libel against the Treasury.—The Chancellor of the Exchequer said that a writ had been issued for the £7,000 odd in which the arbitrators had found Mr. Edmunds indebted. The law officers had advised this course, and he certainly did not intend to hold his hand; this need not interfere with Mr. Edmunds' action.—Mr. Horsman thought that Mr. Edmunds, though foolish and obstinate, had not been guilty of any fraudulent practice making him worthy of incarceration.—The Attorney-General said that, though he would not accuse Mr. Edmunds of fraud, the case against him had a serious aspect.—Sir J. Elphinstone gave notice that on a future day he would move for a commission.

The *Irish Land Bill.*—Committee. New clauses.—Sir John Gray proposed a clause providing for a scheme of "Permissive Parliamentary Tenant Right." The absolute owners of estates not within clauses 1 and 2 were to be able to register them as coming under regulations by which a tenant should not be disturbed in his holding except for non-payment of rent, subletting, or waste, the rent to be determined in case of disagreement by the arbitration, at stated intervals, of the Court. The limited owner was not to be able to bind the estate beyond thirty-one years after his death.—Mr. Chichester Fortescue opposed the scheme, as being in reality perpetuity of tenure.—Mr. C. Read, Dr. Ball, the Solicitor-General for Ireland, and Mr. G. Gregory also opposed it.—Mr. W. H. Gregory, Mr. Synan, Mr. M'Mahon, Lord St. Lawrance and Mr. O'Reilly supported it. It was rejected by a majority of 317 to 29. A clause proposed by Sir H. Bruce, to render letting in concert a sub-letting, under certain circumstances, was rejected by a majority of 177 to 90.—Progress was then reported.

IRELAND.

COURT OF EXCHEQUER.

(Before FITZGERALD and DEASY, BB.)

May 13.—*In re George Drinan.*

Waters, Q.C., and *Mark O'Shaughnessy*, for Mr. Drinan, moved that he be admitted an attorney, under the provisions of the 29 & 30 Vict. c. 84, under the following circumstances:—It appeared that he had for nine years been in his father's office in Cork, was articled in June, 1866, and conducted his father's business. His father, Mr. William Andrew Drinan, died on the 1st of May instant, and it was absolutely necessary for the interests of his clients that the applicant should be at once admitted, as several suits were pending in various courts. Upwards of twenty of the clients had signed a certificate asking for his admission at once, although he had not served the full five years. Counsel asked that he be admitted without the usual examination, as every day was of importance, and it would take time to prepare for an examination.

Shekleton appeared for the Law Society, and stated that his clients would not consent unless he passed an examination.

After some discussion,

The COURT decided that Mr. Drinan should be admitted provided that he passed an oral examination, which it was, arranged should take place on Monday next.

(Before Master BURKE and a Jury.)

May 14.—*Goddard* v. *Canavan.*

This was an action for penalties for practising as an unlicensed conveyancer in contravention of 27 Vict. c. 8, s. 3. It now came before the master for assessment of damages. The plaintiff was secretary to the council of the Incorporated Law Society, but the case had been virtually instituted by the judges of the Court of Bankruptcy and

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Insolvency. It transpired in the matter of F. Little, an insolvent, that the defendant, a law clerk, had prepared two leases, bearing date respectively the 6th and 8th of December, 1869, which fact the defendant admitted, and on that admission the proceedings were instituted by the plaintiff as the officer of the Law Society. The defendant had allowed judgment to go by default, but had forwarded to the plaintiff a statement to the effect that he had only acted as a scrivener, and that he had merely filled up the blanks in printed leaves as clerk to a Mr. George Robert Magrath, an attorney.

Shekleton, for the plaintiff.

The MASTER, in charging the jury, dwelt on the importance of the case to the public, who were on many occasions indebted to the Law Society for the vigorous manner in which they took up and prosecuted all matters in which the character of their profession was at stake and the public interests endangered, and he directed the jury to assess such damages by way of penalties as they should think would meet the exigencies of the present case.

Verdict, £5 for each offence (there being two), with 6d. costs.

THE INCORPORATED SOCIETY OF ATTORNEYS AND SOLICITORS.

The half-yearly meeting of this society was held on the 14th instant, in the Solicitors' Hall, Sir J. T. Orpen, President of the Society, in the chair.

The statement of accounts for the half-year was adopted, showing a balance to the credit of the society, amounting to £684 4s. 10d.

In reply to Mr. Shannon,

Mr. Goddard, secretary, stated that no compromise or arrangement had been entered into respecting the relations existing between the society and the benchers.

Mr. Shannon called attention to the question of an amalgamation of the professions of barrister and solicitor, which had recently excited a great deal of attention in England. It was a matter which, he thought, should be fully considered, as many of his profession were opposed to, and many in favour of, the proposal. Of course the society had every confidence in the council that represented them.

Mr. Dillon observed that opinion on the subject was very much divided, but he hoped the council would give the matter their serious consideration.

Mr. Findlater called attention to a case which had recently come before the Court of Common Pleas, in which an attorney's clerk had sought to be admitted to practice on the ground that he had served ten years. Since the education movement had taken place, it had been the desire of the council to elevate as much as possible the educational standard; but he was sorry to say that they had not been met by the other branch of the profession in the same spirit. The judges had put a construction on the Act of Parliament which, he believed, it never was intended to bear—that a man acting in any capacity in an attorney's office for ten years could be looked upon as having served ten years. According to the interpretation of the judges, the solicitors would be obliged to receive persons into their profession of whom they did not approve.

Mr. Macrory said it seemed as if the Bench considered the particular function of an attorney was to prepare a bill of costs. One judge had stated that it was their great effort of memory and imagination. It might be a good joke, but it was rather stale, and did not come well from the quarter from which it had proceeded.

Mr. Goddard mentioned a case in which he had appeared to-day before Master Burke, on the part of the society, in which an attorney's clerk, named Michael Joseph Canavan, had prepared certain conveyances in the hope of fee, gain, and reward. The case was in the nature of an inquiry, and had been referred by Judge Miller, of the Bankruptcy Court, to Master Burke. The inquiry was instituted under the 27th Vict. c. 8, s. 3, and he wished it to be known that there was a statute applicable to such cases. Master Burke held the inquiry with a jury of six, who assessed damages at £5 for each offence.

Mr. W. M. Jones said it was desirable that the question of the abolition of the solicitors' licence duty should not be allowed to rest. It had formerly been urged as an objection that the state of the revenue could not afford it; but now the Chancellor of the Exchequer had a surplus of £4,000,000, and it was to be hoped that next year there would be a larger surplus still. It was a tax which placed the solicitors on a par with pedlars, auctioneers, and people of that sort, and the council ought to take measures to have it removed, if possible.

Mr. Shannon observed that on a previous occasion, when they sought to have the tax abolished, Mr. Gladstone had said that they might as well be asked to abolish the licence duty on hawkers, pedlars, &c. But, by the present budget, these, their fellow-sufferers, were relieved (laughter), but the solicitors were left out in the cold still.

The Chairman, in reference to the previous subject, said that in the Chancery Act an interpretation clause had been inserted to the effect that "the words 'town agent' shall mean town agent being a practising solicitor."

M. H. A. Dillon, referring to the question of the abolition of the solicitors' licence duty, said that recently, while he and some other members of the council were in London on another matter, Mr. Denman kindly undertook to present to Parliament a petition which they had drawn up on the subject. Mr. Denman, however, at the same time informed them that, to his knowledge, the opinions of the solicitors of London did not coincide with theirs in reference to the question of the abolition of the tax.

Mr. Anderson having been called to the second chair, the proceedings terminated with a vote of thanks to the Chairman.

OBITUARY.

MR. H. R. BAGSHAWE, Q.C.

Henry Ridgard Bagshawe, Esq., Q.C., Judge of the Clerkenwell County Court, died on the 16th of May, at his residence, Fellow's-road, Haverstock-hill, in the seventy-first year of his age. He was the youngest son of the late Sir William Chambers Bagshawe, of The Oaks, near Sheffield (formerly High Sheriff of Derbyshire), by Ellen, daughter of N. Ridgard, Esq., of Gainsborough, Lincolnshire. He was born in 1799, and was educated at the grammar-schools of Oakham and Richmond, in Yorkshire, whence he proceeded to Trinity College, Cambridge, where he graduated B.A., in 1822. He was called to the bar at the Middle Temple in November, 1825, and practised for many years at the Chancery Bar; he was created a Queen's Counsel in 1854. Shortly after this he was elected a Bencher of the Middle Temple, and served in his turn as treasurer of that society. In October, 1831, he was appointed Judge of the County Courts of Cardiganshire, Carmarthenshire, and Pembrokeshire (Circuit No. 31), which office he filled till June, 1868, when he was transferred to the Clerkenwell district (Circuit No. 41). He was a Justice of the Peace for Middlesex, and also for the several Welsh counties wherein he formerly exercised judicial functions. The late Mr. Bagshawe married, in 1824, Catherine Elizabeth, eldest daughter of John Gunning, Esq., C.B., who was Surgeon-in-Chief of the British Army at the Battle of Waterloo, by which lady he had a family of five sons and five daughters.

MR. W. SWAINSON.

Mr. William Swainson, solicitor, of Portsmouth, died on the 17th May, at High-street, Portsmouth, age sixty-two years. Mr. Swainson was certificated in Hilary Term, 1845, and for some years was employed in the legal department of Somerset House, where his father had also served. About ten year ago he was appointed solicitor to the Admiralty at Portsmouth, and also held the office of Admiralty coroner for the county of Southampton and the Isle of Wight. Last year Mr. Swainson acted as Churchwarden of the parish of St. Thomas, Portsmouth, and at the last Easter vestry he consented to act again in that capacity.

Mr. William H. G. Jones, solicitor, of Crosby-square, City, having recently been appointed a magistrate for Merionethshire, in North Wales, has withdrawn from the profession of the law in London, and resigned the office of vestry-clerk to the parish of St. Helen's, Bishopsgate-street. At a recent meeting of the vestry of this parish, a very complimentary vote of thanks was passed to Mr. Jones, "for the very efficient manner in which he had fulfilled the duties of the office for a period of forty-five years, and for the courtesy that had all that time marked his bearing towards the parishioners." Mr. Jones has also resigned all his other appointments in the City, retaining only his connection with the Corporation of London, of which he is now the senior member.

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SOCIETIES AND INSTITUTIONS.

THE LAW ASSOCIATION.

The annual general court of the above association was held on Thursday at the Law Institution, Chancery-lane, Mr. G. Harding in the chair. Mr. Boodle, the secretary, read the report, which stated that during the year thirty cases had been relieved by the distribution amongst them of £1,302, and £200 had been distributed among twenty-two cases of the widows and families of non-members. Two recipients of the association's relief had died during the year, and had been replaced by the widows of two members who had died. During the year eleven members had died, and six had withdrawn, while eight new members had been enrolled. The capital stock of the association now amounts to £33,225 6s. 8d., yielding annual dividends amounting to £1,148. In addition to the income from the dividends the annual subscriptions of 305 members amounted in the past year to £640 10s.; making the total income £1,788 10s. The sum of £150 had been voted to the directors for the ensuing year, to enable them to meet applications for relief from the widows and families of non-members. The chairman, with a few remarks as to the great and growing usefulness of the association, moved the adoption of the report.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held on Tuesday, the 17th of May, Mr. Hepburn in the chair, the question for discussion was No. CLXXXVII. Jurisprudential: "Should conventual and monastic establishments be subject to Government inspection?" Mr. Gordon opened the debate in the affirmative, on which side the question was decided by a large majority.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 26th, and Thursday, the 27th October, 1870, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 26th and 27th October, 1870:—

In Latin . . .	Livy, Book I.; or Ovid, Fasti, Book I.
In Greek . . .	Euripides, Medea.
In Modern Greek	Βυτσσῆς Ἱστορία τῆς Ἀμερικῆς βιβλίον ζ'.
In French . . .	Chateaubriand:—1. Atala; 2. René; or Racine, Mithridate.
In German . . .	Lessing's Fabeln; or Wieland, Oberon, Gesang 6—12.
In Spanish . . .	Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or Moratin, El Sí de las Ninas.
In Italian . . .	Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. BOMPAS, Lecturer and Reader on Common Law and Mercantile Law—Monday, May 23, class A. Tuesday, May 24, class B. Wednesday, May 25, class C. —4.30 to 6 p.m.

Friday, May 27, lecture—6 to 7 p.m.

COURT PAPERS.

THE BANKRUPTCY REPEAL AND INSOLVENT COURT ACT, 1869.

RULE OF COURT.

It is ordered,—That where application to the Court for postponing the close of an insolvency is made by the provisional and official assignee by reason of any insolvent debtor being under contempt of court, or being under obligation to make or having omitted to make any payment in pursuance of any order or proposal under his insolvency, or upon any other grounds, there shall be filed, instead of the affidavit mentioned in rule 30, a certificate by the aforesaid officer or the assistant receiver, setting forth the grounds for such application. A copy of the order, if any, made on such application, must be served on the insolvent debtor or his representative, and any other parties intended to be bound or affected thereby, in such manner as the judge shall direct, and thereon proceedings shall be taken as in rule 30.

HATHERLEY, C.
JAMES BACON,
Chief Judge in Bankruptcy.

AMERICAN JURYWOMEN.

An American contemporary prints a letter from Judge Howe of Cheyenne, Wyoming, containing the following remarks on a grand jury "*de medietate sexus*":—

"These women chose to serve, and were duly empanelled as jurors. They are educated, cultivated Eastern ladies, who are an honour to their sex. They have, with true womanly devotion, left their homes of comfort in the States, to share the fortunes of their husbands and brothers in the far west, and to aid them in founding a new state beyond the Missouri. . . . These women acquitted themselves with such dignity, decorum, propriety of conduct and intelligence, as to win the admiration of every fair minded citizen of Wyoming. They were careful, painstaking, intelligent, and conscientious. They were firm and resolute for the right as established by the law and the testimony. Their verdicts were right, and after three or four criminal trials the lawyers engaged in defending persons accused of crime began to avail themselves of the right of peremptory challenge to get rid of the women jurors, who were too much in favour of enforcing the laws and punishing crime to suit the interests of their clients. After the grand jury had been in session two days, the dance-house keepers, gamblers, and *demi-monde* fled out of the city in dismay to escape the indictment of women grand jurors. In short, I have never, in twenty-five years of constant experience in the courts of the country, seen a more faithful, intelligent and resolutely honest grand and petit jury than these.

"A contemptibly lying and silly despatch went over the wires to the effect that during the trial of A. W. Howie for homicide (in which the jury consisted of six women and six men) the men and women were kept locked up together all night for four nights. Only two nights intervened during the trial, and on these nights, by my order, the jury were taken to the parlour of the large, commodious and well-furnished hotel of the Union Pacific Railroad, in charge of the sheriff and a woman bailiff, where they were supplied with meals and every comfort, and at ten o'clock the women were conducted by the bailiff to a large and suitable apartment, where beds were prepared for them, and the men to another adjoining, where beds were prepared for them, where they remained in charge of sworn officers until morning, when they

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were again all conducted to the parlour, and from thence in a body to breakfast, and thence to a juryroom, which was a clean and comfortable one, carpeted and heated, and furnished with all proper conveniences. . . . The presence of these ladies in court secured the most perfect decorum and propriety of conduct, and the gentlemen of the bar and others vied with each other in their courteous and respectful demeanour towards the ladies and the Court. Nothing occurred to offend the most refined lady (if she was a sensible lady), and the universal judgment of every intelligent and fair-minded man present was and is, that the experiment was a success."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 20, 1870.
From the Official List of the actual business transacted.

3 per Cent. Consols, 94¼	Annuities, April, '85
Ditto for Account, June 94¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92⅛	Ditto, £500, Do — 5 p m
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '78	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 113¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	82
Stock	Caledonian	100	74
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123½
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	72½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	131⅛
Stock	London, Brighton, and South Coast	100	45⅝
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	128⅝
Stock	London and South-Western	100	91½
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	71½
Stock	Midland	100	127½
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	36½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	47½
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have been very firm during the week, and have established and maintained an advance in price. Foreign securities still maintain the strong position they have now so long held. The railway market has been steady on the whole, though this and the general share market have been not quite so firm as the others.

We understand that Mr. Gordon Whitbread, of the Chancery bar, who is at present the principal secretary to the Lord Chancellor, will succeed the late Mr. H. R. Bagshawe, Q.C., as judge of the Clerkenwell County Court. Mr. Whitbread was called to the bar in 1840.

Mr. George Waters, Q.C., of the Irish bar, took the oaths and his seat as M.P. for Mallow on the 18th May, in succession to Mr. Henry Munster, of the English bar, who was unseated on petition. Mr. Waters was called to the bar in Ireland in Trinity term 1849.

Mr. Justice Lawson, a Judge of the Court of Common Pleas in Ireland, was sworn in a member of the English Privy Council, at Windsor Castle, on the 18th May. Mr. Justice Lawson is also one of the Irish Church Commissioners, on account of his duties connected with which he has been added to the Queen's Council of England.

Judge Blatchford, of New York, has denied a motion to discharge an attachment granted at the suit of John N. Cushing and others, against property in America of John Laird, builder of the *Alabama*, and looking to the recovery of damages for the destruction of the ship *Sonora*.

AMENITIES OF THE NEW YORK BAR.—Just after the adjournment of the M'Farland trial a lively passage occurred between the two leading counsel on either side. The crowd was gradually leaving the court-room, and the Recorder, the City Judge, and many professional gentlemen within the bar were preparing to go to ex-Judge Russel's funeral, when Judge Davis made a remark to the Recorder with regard to Mr. Graham's conduct of the defence, saying that the latter had stated something in one of his bitter speeches that he could not prove. Mr. Graham, who stood near, talking to the prisoner and Mr. Gerry, overheard him, and, rushing up to Judge Davis, shouted, "Do you mean to say that anything that I have said is false?" Before Judge Davis could reply Mr. Graham continued, shaking his clenched fist in Judge Davis's face, "You —— country pettifogger! you are not fit to associate with gentlemen; you ——! I could undress you and spank you like a child. You have insulted every witness I brought on the stand, and you have been paid money to hang this man!" Mr. Gerry and several others rushed up to Mr. Graham, and Recorder Hackett stepped up and interfered, when Mr. Graham pushed him aside, saying, "Don't interfere; you have no right to; you helped this man insult me by your rebuke from the bench." Officers then came between the parties and they were separated, and this ended the matter. The expletives which Mr. Graham used were not very choice. The crowd became highly excited, and one man proposed three cheers for John Graham, which were loudly given. When Mr. Graham went out he was loudly cheered by hundreds who had assembled on the staircase. The jury had departed before this passage between counsel occurred.—*New York Times.*

ESTATE EXCHANGE REPORT.

AT THE MART.

May 11.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold ground rents of £115 per annum, secured on property at Hornsey-park. Sold £2,380.

Leasehold premises, 1, Berners-street, Oxford-street, producing a profit rent of £110 a-year, lease 28 years unexpired. Sold £1,010.

May 12.—By Messrs. HERRING & SON.

Perpetual yearly rent charge of £100, payable out of the freehold estate of Llwyn, near Dolgelly, Merionethshire. Sold £2,300.

Freehold estate, near Towyn, Merionethshire, known as Bobtalog, containing 565½ acres, with residence, farm yards, cottages, &c. Sold £15,500.

May 13.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold house and grounds at Walthamstow, let at £20 a year. Sold £300.

Leasehold house and premises, 213, Camden-road, let at £95 a year, ground rent £6 10s Sold £1,100.

The adjoining house, No. 215, Camden-road, let at £95 a year, ground rent £6 10. Sold £1,100.

Freehold villa residence, 14, Manor-road, Upper Holloway, let at £75 a year. Sold £960.

Freehold villa residence, 17, Manor-road, Upper Holloway, let at £70 a year. Sold £960.

Freehold villa residence, 19, Manor-road, Upper Holloway, in hand. Sold £980.

Beneficial interest in an agreement for a lease with the furniture and effects, 10, Cavendish-place, Brighton. Sold £400.

By Messrs. RUSHWORTH, ABBOTT, & Co.

Leasehold residence, No. 39, Albany-street, Regent's-park, let on lease at £70 per annum, term 47 years unexpired, at £26 per annum. Sold £600.

May 16.—By Messrs. CLEAR & CHEFFINS.

Freehold estate, known as the Ditch Farm, Burwell, near Newmarket, Cambridgeshire, comprising a house, with buildings, and 140a. 1r. 26p. of arable land. Sold £6,900.

By Mr. G. H. DURRANT.

Leasehold five residences, Nos. 1 to 5, Westwood-park, Forest-hill, and a plot of land in the rear, producing £380 per annum, term 99 years from 1856, at £15 per annum. Sold £5,000.

May 17.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold residence, with stabling, known as Hill-house, Epsom. Sold £1,500.

By Mr. W. A. BOWLES.

Freehold, the Phippe' Bridge bleaching and garding works, with residence, house, lodge, stabling, &c., at Mitcham. Sold £3,000.

By Messrs. SCORELL & JENKINSON.

Leasehold two houses, Nos. 1 and 2, Hardess-street, Herne-hill-road, producing £54 12s. per annum, term 99 years from 1868, at £8 per annum. Sold £320.

Leasehold villa, No. 20, Loughborough-road, Brixton, let at £52 10s. per annum, term 34 years unexpired, at £10 per annum. Sold £615.

Leasehold villa, known as Woodford-cottage, Loughborough-road, let at £40 per annum, term 34 years unexpired, at £4 5s. 7d. per annum. Sold £395.

May 18.—By Mr. GEO. GOULDSMITH.

Freehold house, No. 10, Thurloe-square. Sold £2,980.

Freehold house, No. 11, Thurloe-sq. Sold £2,980.

Freehold plot of building land, fronting Thurloe-square. Sold £780.

Freehold house, No. 75, Fulham-road, let at £80 per annum. Sold £1,250.

Freehold two houses and shops, Nos. 126 and 124, Marlborough-road, Chelsea, producing £76 per annum. Sold £1,100.

Freehold three houses, two with shops, Nos. 120 and 122, Marlborough-road, and 198, Walton-street, Chelsea. Sold £1,280.

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By Mr. SEABLE.

Leasehold residence, situate at Denmark-hill, Camberwell, term 61½ years unexpired, at £30 per annum. Sold £1,630.

By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold business premises, No. 8, Philpot-lane, City, annual value £250, term 61 years from 1818, at £52 per annum. Sold £630.

Leasehold two houses, Nos. 2 and 4 Chatham-road, Camberwell, producing £59 16s. per annum, term 99 years from 1865, at £10 per annum. Sold £270.

Leasehold four houses, Nos. 10, 12, 14, and 16, Chatham-road, estimated to produce £119 12s. per annum, term same as above, at £40 per annum. Sold £540.

Leasehold residence, No. 1, Windsor Cottages, Haverstock-hill, let at £56 per annum, term 68½ years unexpired, at £6 per annum. Sold £660.

Leasehold residence, No 2 Windsor Cottages, let at £48 15s. per annum, same term as above, at £5 per annum. Sold £555.

Leasehold residence, No. 3, Windso Cottages, let at £48 15s. per annum, term and ground rent same as above. Sold £620.

By Messrs. NORTON, TRIST, WATNEY, & Co.

Leasehold property, Nos. 43 and 44, King William-street; 1 to 3, Globe-court; and 6 & 7, Arthur-street, London-bridge, term 43 years unexpired, at £301 15s. per annum, and underlet for a term at £886 15s. per annum. Sold £7,500.

Leasehold ground-rent of £29 10s. per annum, for 21¼ years, secured on Nos. 1 to 3 Clapham-place, Clapham. Sold £300.

Freehold plot of land, fronting Fountain-road, Tooting. Sold £100.

Freehold ground-rent of £119 17s. per annum, arising from the Exotic Nursery, Tooting, containing 11a. 2r. 24p., with house thereon. Sold £2,700.

Freehold plot of land with buildings thereon, fronting Garratt-lane, Tooting. Sold £880.

AT GARRAWAY'S COFFEE HOUSE.

May 16.—By Messrs. BAILEY, FAY, & WYER.

Leasehold profit rental of £70 16s. per annum, arising from Beauclerc Lodge, Clapham, term 94½ years from 1779. Sold £150.—Leasehold profit rental of £107 8s. per annum, arising from a house, with stabling and premises, adjoining the above, term 85 years from 1789. Sold £250.—Leasehold profit rental of £68 per annum, arising from three houses in Stockwell-road, term 52 years from 1838. Sold £360.—Leasehold profit rental of £18 12s. per annum, arising from a house in Holly-grove, Balham, term 83 years from 1843. Sold £165.

May 17.—By Messrs. WEATHERALL & GREEN.

Leasehold residence, No. 54, Gloucester-gardens, Hyde-park, annual value £250, term 95 years from 1847, at £25 per annum. Sold £1,815.

May 18.—By Messrs. FLEURET & SON.

Leasehold public-house, known as the George the Fourth, Leicester-square, term 17 years unexpired, at £60 per annum. Sold £1,630.

Leasehold two houses, Nos. 15 and 16, Chryssell-road, Vassall-road, Brixton, producing £56 per annum, term 31 years unexpired, at £6 16s. per annum. Sold £485.

Leasehold three houses, Nos. 1, Burke-street, and 20 and 22, Pitt-street, West Ham, term 999 years from 1854, at £9 per annum. Sold £105.

Leasehold house, No. 13, Chryssell-road, Brixton-road, let at £26 per annum, term 43 years from 1858, at £4 4s. per annum. Sold £225.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GOULD—On May 13, the wife of Thomas Gould, of Sheffield, solicitor, of a son.

MELLOR—On May 18, at 68, St. George's-square, S.W., the wife of John W. Mellor, Esq., of a son.

WILLS—On Monday, May 16, at 43, Queen's-gardens, Bayswater, the wife of Alfred Wills, Esq., barrister-at-law, of a daughter.

DEATHS.

BAGSHAWE—On May 16, at 21, Fellow's-road, Haverstock-hill, N.W., Henry Ridgard Bagshawe, Esq., Q.C., in the 71st year of his age.

CHALK—On May 18, at Caen, Normandy, Marie Celestine, wife of Edmund Chalk, solicitor, London, aged 21.

JONES—On May 12, at Beaumaris, Anglesea, John Watkins Jones, Esq., solicitor, in his 42nd year.

LAY—On May 16, James Lay, Esq., solicitor, at his residence, Addington-square, Camberwell, aged 57.

LEATHES—On May 1, at Simla, from the effects of an accident, Charles Edmund Stanger Leathes, Esq., solicitor, Bombay.

POWNALL—On Thursday, May 19, at 20, Harcourt-terrace, S.W., Robert Edward Pownall, late of Bennett's-hill, Doctors'-commons, in the 82nd year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, May 13, 1870.

UNLIMITED IN CHANCERY.

Company of Proprietors of the Bradford Navigation.—Vice-Chancellor Malins has, by an order dated April 27, appointed William Cowgill, of Bradford, to be official liquidator. Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, June 28 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Family Endowment Society.—Creditors other than those resident in Great Britain are, on or before November 2, to send to Mr. John Young, of 16, Tokenhouse-yard, their Christian and surnames, addresses, and descriptions, and the full particulars of their claims. Every creditor holding any security is to produce the same to the official liquidator fourteen days before the 13th of January, 1871, which day, at one o'clock in the afternoon, at the chambers of the Vice-Chancellor, is appointed for hearing and adjudicating upon the debts and claims.

Teignmouth and General Mutual Shipping Assurance Association.—Vice-Chancellor James has, by an order dated March 10, appointed Henry Blanchford, of Teignmouth, to be official liquidator.

Zara Baths Company.—Vice-Chancellor James has, by an order dated May 7, ordered that the above company be wound up. Merriman & Pike, solicitors for the petitioner.

LIMITED IN CHANCERY.

International Agricultural Credit Bank (Limited).—Petition for winding up, presented May 11, directed to be heard before Vice-Chancellor James on May 27. Clements, Threadneedle-street, for Bircham & Co., Threadneedle-street, solicitors for the petitioner.

John King & Company (Limited).—Petition for winding up, presented May 7, directed to be heard before Vice-Chancellor Stuart on the next petition-day. Lawrance & Co., Old Jewry-chambers, solicitors for the petitioner.

London and Manchester Assurance Company (Limited).—The Master of the Rolls has, by an order dated Feb 10, appointed George Herbert Elyard Brown, of 2, Copthall-buildings, to be official liquidator.

TUESDAY, May 17, 1870.

UNLIMITED IN CHANCERY.

Falcon Life Assurance Society.—Vice-Chancellor James has, by an order dated March 26, appointed Samuel Lowell Price, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 15 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Saltash and Callington Railway Company.—Vice-Chancellor Malins has, by an order dated May 6, ordered that the above company be wound up. Batten, Great George-street, Westminster, solicitor for the petitioners.

LIMITED IN CHANCERY.

Aberystwith Promenade Pier Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 4, appointed George Tempany Smith, of Aberystwith, to be official liquidator. Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, June 23, at 2, is appointed for hearing and adjudicating upon the debts and claims.

Freehold and General Investment Company (Limited).—Petition for winding up, presented May 7, directed to be heard before Vice-Chancellor James, on the next petition-day. Darville, Lime-street, solicitor for the petitioner.

Freehold Land and Ground Rent Company (Limited).—Petition for winding up, presented May 12, directed to be heard before Vice-Chancellor Malins, on May 27. Tucker, St. Swithin's-lane, solicitor for the petitioner.

Land and Sea Telegraph Construction Company (Limited).—Petition for winding up, presented May 17, directed to be heard before Vice-Chancellor Malins, on May 27. Bird, Guildford-street, Russell-square, solicitor for the petitioner.

London and Manchester Assurance Company (Limited).—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to George Herbert Elyard Brown, of 2, Copthall buildings. Saturday, July 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Mariquita Mining Company (Limited).—Petition for winding up, presented May 13, directed to be heard before Vice-Chancellor Stuart on May 27. Day, King's Arms-yard, solicitor for the petitioner.

Sombrero Phosphate Company (Limited).—Petition for winding up, presented May 10, directed to be heard before the Master of the Rolls on May 27. Harper & Co, Rood-lane, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 13, 1870.

Beaven, Edwd, Middle Temple, Barrister-at-Law. June 6. Beaven v Jones, V.C. Malins. Terrell & Chamberlain, Basinghall-street.

Besly, Rev. John, Long Benton, Northumberland. June 6. Besly v Dayman, M.R. Bolton, New-square, Lincoln's-inn.

Broughton, Georgiana Sophia, Gt Malvern, Worcester, Widow. June 6. Gowan v Broughton, V.C. Malins. Broughton, Great Marlborough-street.

Colthorpe, Chas, Bedingfield, Suffolk, Farmer. June 3. Tillett v Bedingfield, M.R. Roy & Cartwright, Lothbury.

Crook, Bernard, Tonbridge, near Colne, Lancaster, Draper. June 16. Moore v Hartley, V.C. Stuart. Fluker, Symond's-inn, Chancery-lane.

Ellis, Eliz, Portsea, Southampton, Widow. June 13. Arney v Arney, V.C. Stuart. Hoskins, Gosport.

Glegg, John Baskervyle, Withington Hall, Chester, Esq. June 13. Pheysey v Glegg, M.R.

Kendall, Wm. High Barnes, Lancaster, Yeoman. June 6. Re Kendall, V.C. James. Relph, Barrow-in-Furness.

Stevens, Robert, Aberdeen-ter, Grove-road, Victoria-park. June 21. Stevens v Stevens, V.C. Stuart. Kingsford & Dorman, Essex-street, Strand.

TUESDAY, May 3, 1870.

Cave, John, Brambridge, Southampton, Gent. June 13. Lankester v Cave, V.C. Malins. Sewell, Bonchurch.

Colson, Benj, Gt. Woodstock-street, Marylebone, Carver. June 13. Evans v Colson, M.R. Heron, Ely-place, Holborn.

Davies, Matthew Peter, Woburn-place, Gent. May 31. Perrot v Davies, V.C. James. Lechmere, Wimdledon.

Gillingham, Henry James, Winchester, Southampton, Stonemason. June 20. Mulcock v Gillingham, V.C. Stuart. Bailey, Winchester.

Kerridge, Geo Jas, Kinnerton-street, Knightsbridge, Licensed Victualler. June 20. Kerridge v Kerridge, V.C. Stuart. Hunter & Co, New-square, Lincoln's-inn.

Rogers, Ann Eliz, South Leverton, Nottingham, Spinster. June 15. Taylor v Rogers, V.C. Stuart. Newton & Jones, East Retford.

Rolfe, Chas Fawcett Neville, Heacham Hall, Norfolk, Esq. June 11. Rolfe v Rolfe, V.C. Malins. Pollock, Lincoln's-inn-fields.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 13, 1870.

Adams, Isaac, Wethersfield, Essex, Farmer. Aug 1. Samuel Adams, Stebbing.

Bayley, Robert, Lichfield, Tailor. June 13. Hinckley & Co, Lichfield.

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Boetefeur, Alex, Moscow-rd, Bayswater, Esq. Aug 31. Few & Co, Henrietta-st, Covent-garden.
Bradley, Caroline, Southampton, Widow. July 1. Weston & Sons, Gt James-st, Bedford-row.
Bridger, Jas, Chichester, Corn Merchant. June 1. E. M. Vick, Chichester.
Carr, Wm Statter, Danes-inn, Strand, Esq. June 24. Carr, St Mildred's-ct, Poultry.
Cook, Geo, Malmesbury, Wilts, Grocer. July 1. Handy, Malmesbury.
Coulthard, Margaret, Bushy-pl, Torriano-avenue, Camden-town, Widow. June 13. Sharpe & Co, Bedford-row.
Croxton, Susannah Eliz, Burford, Oxford, Widow. June 14. Lamber & Burgin, John-st, Bedford-row.
Doudney, Edward, Denmark-hill. June 30. Richardson & Sadler, Golden-sq.
Dugdale, Ann, Erith, Kent, Widow. June 15. Neal & Philpot, Great Knightrider-st.
Fisher, Thos, Guildford, Surrey, Esq, June 24. Carr, St Mildred's-ct, Poultry.
Fuller, Cordelia Eleonora, Nutfield, Surrey, Spinster. July 1. Morrison.
Furze, Thos, Richmond, Surrey, Gent. June 20. Smith & Son, Richmond.
Garling, Hy, Southborough Hall, Kent, Esq. June 26. Heath, Basinghall-st.
Graves, Thos, Cheltenham, Barrister-at-Law. June 21. Tooke & Co, Bedford-row.
Haines, Samuel, Brighton, Sussex, Gent. June 27. Boxall, Brighton.
Jones, Harriet, Kingsdown, Wilts, Widow. May 31. Dixon, Pewsey.
Keay, Jas, Perry Barr, Stafford, Ironfounder. June 19. Brevitt, Darlaston.
Lovell, John, Cowley, Gent. May 30. Bird, Uxbridge.
Moore, Jas, jun, Loughborough, Leicester, Grocer. July 20. Burton & Son, Nottingham.
Mycock, Ann, Blackpool, Lancaster, Widow. July 1. Brierley, Blackpool.
Norris, Mary. Lee, Kent, Widow. July 1. Potter, King-st, Cheapside.
Pellissier, Charlotte Francoise, Albion-grove West, Islington, Spinster. July 1. Meech, Rosherville.
Pepwell, Thos, Wears-passage, Somers-town, Furniture Dealer. June 24. Fox & Robinson, Gresham House, Old Broad-st.
Pitt, Jas, Piccadilly, Hatter. July 1. Potter, King-st, Cheapside.
Prince, Thos, Cambridge, Gas Fitter. Aug 6. Foster, Cambridge.
Richards, Jas. Foston, Lincoln, Gent. July 5. Footitt, Newark.
Rose, Richard, Darlaston, Stafford, Screw Bolt Manufacturer. June 15. Brevitt, Darlaston.
Simons, Wm, Lutterworth, Leicester, Gent. July 15. Fox, Lutterworth.
Stevenson, Geo, Dudley, Worcester, Clothier. June 1. Sanders & Smith, Birm.
Todd, Maria, Heeley, Sheffield, Innkeeper. July 1. Fernell, Sheffield.
Walker, Lucy, West Haddon, Northampton, Spinster. June 30. Fox, Lutterworth.
Wilson, Rev Albert Marriott, Ainstable, Cumberland. July 11. Hayton & Simpson, Cockermouth.
Wood, Wm Praed, South Bank-ter, Kensington, Gent. June 28. Duffield & Bruty, Tokenhouse-yard.

TUESDAY, May 17, 1870.

Bevans, Jas, Weston-super-Mare, Somerset, Gent. July 14. Smith, Weston-super-Mare.
Boreham, Thos, Ealing, Middlesex, Butcher. June 13. Drake & Son, Cloak-lane, Cannon-st.
Caron, Pierre Antoine Ferdinand, Nottingham, Merchant. July 1. Maples, Nottingham.
Chapman, Joseph, Hounslow, Surgeon. July 1. Jones & Co, Queen-st, Cheapside.
Coles, Jas, Hyde-park-st, Esq. July 1. Jones & Co, Queen-st, Cheapside.
Coulson, Eliz, Amwell-st, Claremont-sq, Widow. June 11. Bailey & Co, Berners-st, Oxford-st.
Cowley, John, Church End, Hornsey, Builder. June 15. Sawbridge & Wrentmore, Wood-st, Cheapside.
Ely, Isaac, Easthorpe, Essex, Farmer. July 12. Neck & Donaldson, Colchester.
Evans, Fras Roberts, Debra Doon, British India, Lieut-Col. June 17. Wright & Co, London-st, Fenchurch-st.
Forman, Martha, Weston-super-Mare, Somerset, Spinster. June 24. Stead & Co, Romsey.
Gibbs, Wm, Bath, Gent. June 30. Stone & Co, Bath.
Guardner, Eliz, Redditch, Worcester, Widow. June 20. Amphlett, Redditch.
Gunn, Jas, West Bridgford, Nottingham, Cottager. June 18. Johnson, Nottingham,
Hoad, John Cooper, Row Ash, Hants, Maltster. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Holland, Jas, Osnaburgh-st, Regent's-park, Esq. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Noyes, John, Lansdowne-pl North, Kensington, Gent. June 11. Darley, John-st, Bedford-row.
Randall, Ethelfleda, Norwich, Spinster. July 1. Cole, Church-st, Clement's-lane.
Sallust, Adolphus, Cross-lane, Idol-lane, Comm Merchant. July 1. Rooks & Co, King-st, Cheapside.
Savage, Rev Jas Anthony, Chester-sq. June 26. Booty & Butt, Raymond-bldgs, Gray's-inn.
Smith, Samuel Loe, Hathern, Leicester, Gent. June 24. Miles & Co, Leicester.
Stuart, Marcia, Englefield Green, Surrey, Widow. June 25. Carew, Bloomsbury-sq.
Vallance, Geo, Bristol, Brewer. June 24. Abbott & Leonard, Bristol
Williams, Maria, Ealing Green, Middlesex, Spinster. July 1. Rowland, Croydon.
Wilson, Chas Stewart Vardon, London, Captain Royal Artillery. July 12. Collins, Reading.
Wood, John, Morden-rd, Blackheath-park, Esq. June 30. Robinson & Co, Charterhouse-sq.
Wooler, Thos, Leeds, Brassfounder. June 7. Middleton & Son, Leeds.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 13, 1870.

Bristow, Edwd Robt, Amyard-ter, Twickenham, Carpenter. Feb 26. Comp. Reg May 9.
Schondorf, Michel, Gt Tower-st, Corn Broker. Dec 17. Comp. Reg May 12.

TUESDAY, May 17, 1870.

Tooley, Geo, Walmer-crescent, Notting-hill, Builder. March 18. Comp. Reg May 13.

Bankrupts

FRIDAY, May 13, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Butler, Hy, Gt Castle-st, Regent-st, Clerk. Pet May 5. Spring-Rice. June 2 at 1.30.
Dedman, Wm, High-st, Lower Norwood, Builder. Pet May 11. Spring-Rice. June 10 at 11.
Hearder, Joel, High Holborn, Shoe Dealer. Pet May 11. Spring-Rice. May 26 at 2.

To Surrender in the Country.

Atkinson, Saml Walter, Bradford, Yorks, Packer. Pet May 9. Robinson. Bradford, June 14 at 9.15.
Cawood, Wm, Scarborough, Builder. Pet May 11. Woodall. Scarborough, May 31 at 2.
Coates, John, Leeds, Cloth Merchant. Pet May 11. Marshall. Leeds, May 26 at 11.
Cole, Edwin Treeby, Bristol, Grocer. Pet May 11. Horley. Bristol, May 26 at 12.
Cox, Geo Edwd, Lpool, Dealer in Fancy Goods. Pet May 9. Hime. Lpool, May 24 at 2.
Currey, Wm, Bolton, Lancashire, Picture Dealer. Pet May 11. Holden. Bolton, May 25 at 10.
Down, Jas, Mere, Wilts, Blacksmith. Pet May 9. Wilson. Salisbury, May 30 at 3.
Ellison, Wm Warren, Norwich, Jeweller. Pet May 11. Palmer. Norwich, May 25 at 12.
Howard, Edwd, Fenton, Lincoln, Farmer. Pet May 9. Uppleby. Lincoln, May 27 at 3.
Lees, Jas, & Wm Lees, Denton, Lancashire, Common Brewers. Pet May 10. Hall. Ashton-under-Lyne, May 25 at 3.
Sherman, Chas, Shere, Surry, out of business. Pet May 10. White. Guildford, May 28 at 11.
Taylor, Geo Hy, Birkby, Huddersfield, Cotton Waste Dealer. Pet April 23. Jones, jun. Huddersfield, May 25 at 11.
Thompson, Arthur Raine, Horsham, Sussex, Miller. Pet May 7. Mvershed. Brighton, May 27 at 12.

TUESDAY May 17, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baragwanath, John Phillips, Upper Thames-st, Engineer. Pet May 13. Brougham. June 3 at 12.
Barnett, Hamilton Brown, Northumberland-ct, Strand, Government Clerk. Pet May 13. Brougham. June 3 at 12.30.
Brooks, Arthur, St Peter's-chambers, Cornhill, Gent. Pet May 12. Spring-Rice. June 9 at 11.30.
Harradine, Thos, Birchin-lane, Discount Broker. Pet May 12. Pepys. June 9 at 11.
Young, Edmund Richd, Monks Coppenhall, Cheshire, Boiler Maker. Pet May 13. Brougham. June 3 at 11.30.

To Surrender in the Country.

Butler, John, Salisbury, Wilts. Pet May 12. Wilson. Salisbury, May 30 at 3.30.
Deacon, Wm, Fleckney, Leicester, Baker. Pet May 12. Ingram. Leicester, May 11 at 12.
Dodd, Jas, jun, Winsford Cheshire, Grocer. Pet May 14. Broughton. Crewe, May 28 at 10.30.
Gleave, Thos, Widnes, Lancashire, Shipbuilder. Pet May 14. Hime. Lpool, June 1 at 2.
Jepson, John, Hulme, Manch, Warehouseman. Pet May 12. Hulton. Salford, May 30 at 11.
Johnson, Geo, Cobridge, Stafford, Grocer. Pet May 13. Challinor. Hanley, May 30 at 11.
Levitt, Robt, Manch, Yarn Agent. Pet May 12. Lay. Manch, June 2 at 9.30.
Maddison, Geo, Swaffham, Norfolk, Grocer. Pet May 12. Partridge. King's Lynn, May 31 at 11.
Matthews, Thos, Southall-green, Schoolmaster. Pet May 13. Darvill. Windsor, May 28 at 12.
Matthison, Jas, Twickenham, Travelling Draper. Pet May 14. Ruston. Brentford, May 31 at 10 30.
Napper, Edwin, Newport, Monmouth, Confectioner. Pet May 13. Roberts. Newport, May 31 at 1.
Pedley, Thos Key, Hanley, Stafford, out of business. Pet May 13. Challinor. Hanley, May 30 at 11.
Pennington, Wm, Runcorn, Cheshire, Builder. Pet May 12. Nicholson. Warrington, May 27 at 11.
Roper, Frank, Bradford, Comm Merchant. Pet May 13. Robinson. Bradford, June 14 at 12.
Thomas, Thos, Ystrad, Glamorgan, Builder. Pet May 9. Spickett. Pontypridd, May 28 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, May 13, 1870.

Humphreys, John Geo, Holloway-rd, Islington, Ironmonger. May 9.
White, Edwin Jacob, Broadmead, Bristol, Cabinet Maker. April 14.

TUESDAY, May 17, 1870.

Hall, Geo Lowthian, Elgin-rd, Maida-vale, Artist. May 14.
Kenworthy, John, Roache's Micklehurst, Cheshire, Cotton Spinner. May 14.

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UNITED LAW CLERKS' SOCIETY.

ESTABLISHED 1832.

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THE RIGHT HON. THE LORDS JUSTICES.
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THE RIGHT HON. THE LORD CHIEF BARON.

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NATHANIEL CHARLES MILNE, Esq., Temple.

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„ J. B. BLACK.	„ W. E. JONES.	„ JOHN MARTIN.	„ G. H. WHITTELL.
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The Solicitors' Journal.

LONDON, MAY 28, 1870.

THE MANIFESTO of the Common Law Judges against the High Court of Justice Bill—for it is nothing less—which will be found elsewhere in our columns, is doubtless entitled to very grave consideration, but nevertheless we most sincerely hope that Parliament will see fit almost utterly to disregard it. The general question involved has occupied so much of our attention lately that we do not propose to discuss the objections of the judges at any length; to do so would be, in effect, to repeat what we have already said respecting this and the sister bill; but we think it due to their Lordships not to let so weighty a document pass entirely without comment.

The first resolution, if it be read literally, amounts to a postponement of all reform in this matter "ad Græcas Kalendas," for certainly if we have to wait for "a careful consolidation of the common law and equity law" with an "express" legislative "provision as to what the law shall be in each particular instance," it is far within the mark to say that the great-grandchildren of the youngest barrister living will probably not live to see the High Court of Justice in active operation. When we read this resolution, we, for the first time, fully understood the full force of Lord Chief Justice Cockburn's remark that the judges had not thought the matter one requiring their immediate attention, because they had expected to get the New Palace of Justice first. It may, however, be, and we hope it is so, that this is not the true meaning of their Lordships, and that they only desire that the Legislature should clearly lay down a rule sufficient for the guidance of the judges whose duty it may be to declare the law "in each particular instance." But if so, we think that the amended bill has complied with this resolution; and if we are right in reading it as enacting "that every right now lawfully existing either at law or in equity shall be enforceable as heretofore, and that every defence now properly raisable at law or in equity shall be available as heretofore,"* save only that in any case of conflict of principle the rule which would now practically prevail shall be the one directly to govern the case (and we think that *is* precisely the effect of the bill), then all that the judges can reasonably require *on this point* is already laid down for them, and their first resolution, thus read, never can have any operation. Surely it is the province of the judges to declare "in each particular instance" what is the law; if it be not, the whole process whereby

"Justice slowly broadens down
From precedent to precedent"

is strangely misconceived; and if it be, surely all that can reasonably be asked of the Legislature is to lay down certain broad principles to guide the course of decision, where, and only where, it has shown a tendency to stray from the right path. This is precisely what seems to us to be done by the 13th section of the amended Bill. That section is, perhaps, not very happily worded, and our attention has been called to a somewhat grotesque confusion in the *tenses* used in it; but to mere verbal criticism of this sort the judges have not condescended, and we do not at present intend to set them the example.

The second resolution appears to us singularly unfortunate. It amounts to this, that the High Court of Justice should be an exclusively civil court, leaving all the existing divided and peculiar jurisdictions in criminal, and we presume revenue, matters; for what good end we know not. If it be desirable that one particular division should monopolise the Crown business the rules and orders can so provide, and, indeed, the Act provides that these "peculiars" shall remain unless removed by general order. There may, perhaps, be some good ground for vesting the high prerogative jurisdiction in the High Court itself alone; but why an exceptional court should be kept alive to exercise this jurisdiction, its other functions being transferred to the High Court, or the Legislature should indissolubly attach it to one of the divisional courts, passes our comprehension. And yet, if the second resolution is to be carried out, one of these two courses must be taken.

The third resolution relates to matter of taste merely. We have already expressed our adherence to the opposite view from that advocated by the judges, and are glad to see that all the law lords who have spoken on the point practically adopt our view. Indeed, we have reason to believe that the bill only provides for the present continuance of the existing names in deference to what was mistakenly believed to be the opinion of Lord Cairns.

We have already given our reasons for differing from their Lordships upon the fourth resolution, save in so far as it proposes to vest the power of making rules in the Court, and not in the Privy Council, with which we entirely agree. We quite agree with the judges that it is of the highest importance that trial by jury and oral evidence in open court should be retained in all proper cases; but we think that the judges are more likely to be able to say, *pro re natâ*, what is a proper case than is Parliament to lay down indefeasible *a priori* rules on the subject.

With the 5th and 6th resolutions, and the separate opinion of Mr. Justice Willes, we fully concur; but the alterations in the bill rendered necessary thereby would be neither vital nor complicated, and need not, if all other opposition were disarmed or withdrawn, imperil the passing of the bill.

The observations of the judges are, in effect, directed against the High Court of Justice Bill alone, and we must take this opportunity of reiterating our regret that the Appellate Jurisdiction Bill is not cut loose from the other and allowed to pass, as it would probably do, if alone, without serious opposition, without any further delay.

MR. HIBBERT'S BILL to relieve clergymen who have got tired or disgusted with their calling, from civil disabilities, was read a second time on Wednesday morning. The debate upon the measure was not interesting, for there seemed a general unanimity of opinion that it was not worth while to tie a man down for life to a profession for which he admitted himself to have become unfit. The grievance complained of is now almost entirely political. For as to the trades and professions, they are open to a clergyman if he chooses to adopt any of them, without Parliamentary intervention. There is more than one "clerical barrister." But as we have already pointed out in this journal (*ante* p. 354) no ordained minister of the Church can sit in the House of Commons. After Horne Tooke's election at the commencement of the century, an Act excluding priests and deacons was passed. Some say that it was declaratory; others that it introduced new law; but, however, that may be, it is, no doubt, an effectual barrier against any clergyman being returned as a member of Parliament. He is as effectually disqualified as a woman. Now, there is really no good reason for maintaining this restriction, which would

* *Ante* p. 568.

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in all probability have never been solemnly enacted had Horne Tooke been less obnoxious to the powers which then were, and we are, therefore, not suprised that the House, generally speaking, took a favourable view of Mr. Hibbert's proposal. If it should become law it will open a question as to the exclusion of Roman Catholic priests, and the repeal of 41 Geo. 3, c. 63, might perhaps entail that of 10 Geo. 4, c. 7, s. 9, which excepts the Roman Catholic priests from the general scope of the Roman Catholic emancipation. If it should once more become possible for the clergy to sit in the House of Commons, we shall have another singular instance of history repeating itself. All reform, we have been told on high authority, is reaction. We have recently returned, according to Mr. Homersham Cox, to our ancient parliamentary qualification in boroughs; and the permission to persons in holy orders, to sit in the House of Commons, will really be no more than a restitution to them of a right which they once unquestionably possessed.

MR. H. B. SHERIDAN has brought in a bill to "protect the goods of lodgers against executions upon the property of the landlord." The bill proposes to enact that no superior landlord shall be entitled to distrain for rent due by his immediate lessee or tenant on the furniture, goods, and chattels of any under-lessee, under-tenant, or lodger of such immediate lessee or tenant, unless the under-lessee, under-tenant, or lodger has in writing guaranteed the payment of such rent. If a superior landlord or lessee levies or threatens to levy, or authorises any person to levy or threaten to levy, a distress on the furniture, goods, and chattels of any under-lessee, under-tenant, or lodger for rent due, his immediate tenant or lessee, the under-tenant, under-lessee, or lodger is to serve on such landlord or person a statutory declaration to the effect that the immediate tenant or lessee has no interest in the furniture, goods, and chattels, but that such are the absolute property or in the possession of the under-lessee, under-tenant, or lodger. An inventory of the furniture, goods, and chattels is to be made, signed by the under-tenant, under-lessee, or lodger, and referred to in and annexed to the declaration. To sign an untrue inventory wilfully is to be a misdemeanour, and a landlord or his agent persisting in a distress after being served with a declaration and inventory is to be guilty of a misdemeanour, and be further liable to an action for damages.

The scope of the bill is very comprehensive, taking in as it does not only lodgers in the ordinary acceptation of the term, but under-tenants and under-lessees. Where land is to let on a building lease the bill will, if it becomes law, practically prevent the landlord from distraining for the ground rent unless the under-lessee has guaranteed the payment thereof in writing. It would, of course, be open to ground landlords to prohibit subletting without a licence, and to make a guarantee by the sub-tenant a condition of granting a licence. This would, however, interfere somewhat with the freedom of granting building leases, and the bill, were it to become law, would require some limitation of its operation in this direction. We believe, however, that the law as it now stands is preferable to that proposed by this measure.

IT APPEARS, FROM THE SECOND REPORT of the Digest of Law Commission, which we reprint elsewhere, that the three specimen digests of the Law of Bills of Exchange, Mortgages, and Easements, on which Messrs. Macleod, Fisher, and Goddard have been engaged, are not destined for completion as such. The Commissioners recommend that the *magnum opus* itself should be at once put in hand, the experiments abandoned, and the inchoate specimens built into the main work as "materials of considerable value." Like Don Quixote, when engaged on the manufacture of his head-piece, the Commissioners find the experiment too costly. The experiment, they say, has been useful, but they desire to prosecute it no further, and to have the work set on foot at once, under the hands of the best men whom permanent employment and high remuneration can tempt. Thus the Commissioners verify almost word for word the predictions ventured by ourselves when first the specimen digest scheme was mooted.* The men to whom such a work is committed must be men of the very highest ability, and men acknowledged to be such. The work will have to be highly paid for or it will be of no use. There ought to be no difficulty in fixing on and securing the workmen; the honour of completing such a task will at least be as great as that of an elevation to the bench. One of the new Commissioners, Mr. Justice Willes, dissents from the report, because he prefers a code. One thing is clear, that as long as the piecemeal alteration of the law of property goes on year after year it will be impossible to bring out a digest of any permanent worth.

WE BELIEVE that the Legal Education scheme of the committee on which Mr. Quain, Q.C., and others are engaged, is now virtually ready for issue, and may be expected to be placed before the public almost immediately. The committee recommend a certain modification of the scheme formerly proposed by Mr. Jevons; and it is intended, as we have been informed, to introduce a bill before the end of the present parliamentary session. With the whole of the long vacation for consideration of whatever may be proposed we may fairly anticipate legislation on the matter next session.

WE HAVE RECEIVED the following suggestions for reorganising the executive departments of the county courts. They have, we understand, been forwarded to the Chancellor of the Exchequer and the Judicature Commission by an experienced county court officer. Some of the points have already been discussed in these columns:—

1. "It is estimated that the public waste, at least, a million and a half of the printed forms supplied to them gratis for issuing process. These forms cost about £600, which would be saved if a penny stamp were impressed on each form. These penny stamps would produce over £6,000 per annum, and if they were on sale at the post offices as well as at the courts' offices, the convenience to the public would generally far more than counterbalance the penny outlay."

2. "The summonses should be served through the post, which would be a far more prompt mode of service than the present. The service might nearly always be made within two days of issue, while at present it is no uncommon occurrence for weeks to intervene, the delay causing frequent loss to the suitors. The addition to post-office work would be inconsiderable, as there would be a summons to every four hundred letters, and the trouble to the postman would be about that of returning an undelivered letter; the postman should sign an endorsement on the copy of the summons, and that should be countersigned by the postmaster of the district. If the penalty of perjury were affixed to making a wilfully false return, the legal proof of service would be quite as good as it is now in the same cases."

3. "Judgment-summonses, which are served personally, should be served by the police, as they know much more about the habits of the people, their in-comings and out-goings, than a county court bailiff can know, whose district even in a large town is measured by miles, and in some parts of the country by scores of miles; the 120,000 issued in a year distributed amongst the 25,000 policemen of England and Wales would be a very slight addition to their labours. With regard to arrests, if the duty were thrown upon the police each man would have at the rate of one in seven months, according to the last return. Arrests are likely to be fewer under the Debtors Act, 1869. The execution of *fi. fas.* is a much more important matter, but that the duty would be better performed by the police than it is at present will hardly be denied by persons intimately acquainted with the working of the present system. The

* 12 S. J. 151, 275.

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possession fees now charged might go to some fund for the benefit of the force generally or to form an addition to the wages of such as distinguished themselves for good conduct."

4. "The registrars should be reduced to one for each judge at the present maximum salary and should each have the management of all the courts on a circuit. They should, like the judges, devote themselves exclusively to their official duties. They would thus acquire far more extensive experience and would be more useful to the public than at present."

5. It is not easy to say, with anything like accuracy, what the actual saving would be to the country, but it might be taken at least as follows:—

Printed forms saved	£600
Penny stamps	6,000
High bailiffs' department abolished	130,000
Registrars' department	20,000
Total	£156,600

There are numerous small items to be added, such as the saving of about 300,000 forms of bailiffs' affidavit of foreign service, a re-arrangement of the books of the courts, some of the information in which is repeated four or five times over, a better mode of supplying stationery, &c., &c., the whole of which in the aggregate offer an opportunity for reductions of something like a quarter of a million sterling, with greater efficiency than at present. This would considerably exceed the annual Parliamentary vote for the support of the courts, and if applied to the abolition of the vote there would still remain a surplus. It would probably however be found more satisfactory to the public if part of the money were devoted to the reduction of court fees, which might be lessened by one half (they are now about £350,000 per annum), and still leave a handsome surplus, either to go in reduction of the vote or to add to the salaries of policemen and postmen. With regard to displaced officials, the Post Office and the police service could soon absorb the greater part of them, and it would probably be desirable in some instances to pay a bonus for loss of office."

THE SEPARATE ESTATE OF A WIFE.

No. I.

A wife's "separate estate" is the creature of the Court of Equity, the common law not recognising her as possessing any property separately from her husband. It seems to have been formerly thought that a trustee was necessary to the creation of a separate estate. Lord Thurlow would appear to have entertained that idea from his language in the leading case of *Hulme* v. *Tenant* (1 Bro. C. C. 16, 1 Wh. & Tu. L. C.). But it has long been settled that property may be constituted the separate estate of a married woman without a trustee being interposed by the settlor; if necessary, the Court of Equity declares the husband trustee. Thus in *Bennet* v. *Davis* (2 P. W. 316), where one devised land in fee to his married daughter for her separate use without appointing trustees. The Master of the Rolls (Jekyll) held it a resulting trust in the husband, and so the land was preserved to the wife in spite of the husband's bankruptcy. And if personalty be given to the wife's separate use without a trustee, and payment be made to her husband, he will be held a trustee for the wife. Lord Eldon, in *Rich* v. *Cockell* (9 Ves. 369), observed that a gift by a wife to her husband of her separate property is not to be inferred except on clear evidence; and, on the other hand, that as against the husband, an agreement to treat some gift made to the wife as separate estate is not to be presumed but on good evidence. Implications arising from their respective acts are not to be pressed against either husband or wife. But, to use the words of Vice-Chancellor Stuart, interpreting, in *Gardner* v. *Gardner* (1 Giff. 130), the drift of Lord Eldon's decision in *Rich* v. *Cockell*: "when there is sufficient evidence to show an intention on the part of the wife that the husband should employ the money for his own use or for the family expenditure, as he may think proper, the assent of the wife to such application of the money must put an end to the trust for her separate use."

Vice-Chancellor Kindersley laid it down in *Blatchford* v. *Woolley* (2 Dr. & Sm. 206, 11 W. R. 478) that though "personal property may be settled as to the *corpus* upon a married woman," "real estate cannot; the fee simple cannot be settled to the separate use of a married woman; only a life estate in real property can be so settled." This view is inconsistent with some of the older authorities—*e.g.*, with *Bennet* v. *Davis* (*sup.*), and, since *Taylor* v. *Meads* (34 L. J. N. S. Ch. 206), must be rejected as not law.

Not only is the wife's separate estate, whether it consist of realty or personalty, protected from the disposition and the liabilities of the husband, but the wife may herself deal with it as though she were a *feme sole* (*Peacock* v. *Monk*, 2 Ves. 190). Thus she may deal with it *inter vivos* by will, as though she were unmarried. It had, indeed, been much doubted, until the last ten years, whether a married woman could dispose of the inheritance of land settled in fee to her separate use, otherwise than by a deed acknowledged as directed by the Fines and Recoveries Act. Vice-Chancellor Kindersley had held in *Blatchford* v. *Woolley* (*sup.*) that the wife "cannot deal with it, except by a deed acknowledged under the statute; she cannot devise it; the fee will descend to her heirs." And Lord Romilly, in *Lechmere* v. *Brotheridge* (32 Beav. 353, 11 W. R. 814) held the same. This position however, has been decisively overruled by Lord Westbury, in *Taylor* v. *Meads* (*supra*), and the investigation which is there given of the point is so very clear that we extract the passage in its entirety:—

"With regard to the ordinary equitable estate belonging to a *feme covert*—for example, where lands are given to trustees in fee upon trust for a married woman and her heirs, or for a single woman in fee, who afterwards marries—equity follows the law, and preserving the analogy between legal and equitable estates, requires that the equitable estate of the married woman shall be dealt with *inter vivos* in the same manner as a legal estate; and in like manner an estate of this nature cannot be devised by a *feme covert*, for the incapacity to make a will of lands by the 14th section of the Statute of Henry 8 in this respect, is not removed by the 1 Vict. c. 26; but the interest created by the separate use is the creature of the Court of Equity, to which there is nothing correspondent at law, and which would be deprived of its character if it were made subject to a form of alienation that proceeds upon the basis of the existence of control and interest in the husband, and personal disabilility in the wife. The violence thus done by courts of equity to the principles and policy of the common law as to the status of the wife during coverture is very remarkable, but the doctrine is established and must be consistently followed to its legitimate consequences."

It must now be regarded as finally settled, that where land has been given to a wife's separate use she may dispose of the inheritance by deed *inter vivos*, unacknowledged, and may also devise it by will; though practically, of course, her power of disposal is curtailed by the "restraint against anticipation," which was devised by Lord Thurlow, and first used by him in a settlement of which he was a trustee (See *Parkes* v. *White*, 11 Ves. 221).

Where there is no restraint on anticipation, the wife may not only dispose of her separate estate by will or direct alienation *inter vivos*, but she may also render it chargeable by means of her debts and engagements. On this head, the courts of equity are very frequently called upon to decide whether or no in some particular case a wife's separate estate is to be held liable to some debt or obligation. It will be borne in mind that the Court of Equity cannot, any more than a court of common law, proceed against a married woman *in personam*, in respect of her engagement; it only proceeds *in rem*, by laying its hand upon the property. Lord Thurlow ruled in *Hulme* v. *Tenant* (*sup.*) that the general engagements of a married woman shall operate upon her personal property and upon the rents and profits of her real property as they arise, but that the Court cannot seize on the *corpus* of the property where it is real estate, and by sale or mortgage raise the money required to meet the general engagements. That is still the law; and in *Nantes* v.

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Corrock (9 Ves. 189), Lord Eldon refused to give execution against stock where there was no lien on the stock *eo nomine*. Now, however, that by 1 & 2 Vict. c. 110, s. 11, stock is liable to execution, it is apprehended that, like other descriptions of personal property, it may be appropriated to meet general engagements.

We said just now that the Court of Equity acts only *in rem* on the separate property, and not *in personam* as against the married woman herself. It is observed in the very valuable notes appended in White & Tudor to *Hulme* v. *Tenant*, that the courts of common law who to a certain extent recognise this species of property, have gone much further, inasmuch as "when the husband and wife are taken in execution, if there be no collusion between the husband and the plaintiff, the wife will be detained if she have separate estate; but if she has no separate estate she will ordinarily be discharged. Of course, since the Act of last session neither the wife nor her husband can be taken in execution.

A married woman is under disability, both at law and in equity, as regards contracting: she cannot contract so as to give a remedy against her *in personam* (*Aylett* v. *Ashton*, 1 My. & Cr. 111), but she can contract so as to bind her separate property, because *quoad* that she can deal as though she were a *feme sole*. She may bind it, for instance, by agreeing to sell or charge it. In *Hulme* v. *Tenant* the husband and wife had entered into a joint bond, and it was held to bind her separate property.

This brings us to the question—one which very frequently arises in practice—how far is a married woman's separate property bound by her general engagements?—*i.e.*, by liabilities incurred by her not in *express* contemplation of her separate property?

The authorities on this question were very ably summed up by Lord Justice Turner in *Johnson* v. *Gallagher* (3 D. F. & J. 515, 9 W. R. 506), which is the governing case. There a wife living apart from her husband, and having separate estate, went in debt for goods supplied to her in a trade which she carried on. The creditors filing a bill to make her separate estate available, Lord Justice Knight Bruce said that the fact that she bought the goods when a married woman, living apart from her husband, who, a stranger to the purchase, was not liable wholly or in part for the goods—was, whether the sellers were aware or unaware that she had separate property, insufficient to charge her on it. But Lord Justice Turner, in a very masterly review of the authorities, held that under such a circumstance the separate property would be bound. It was once thought that the principle on which the courts of equity gave a remedy to the wife's separate creditors against her separate property was the regarding the incurring of the obligation as in the nature of an appointment in favour of the creditor. Lord Cottenham went far to show the fallacy of this when, in *Owens* v. *Dickenson* (Cr. & Ph. 53), he observed that if that were so, the creditors would rank in priority of date whereas they were paid *pari passu*. The doctrine of appointment is long exploded, the real principle being that pointed out by Sir G. Turner in *Johnson* v. *Gallager*: the Court "gives execution against the property, just as a court of law gives execution against the property of any other debtor." But we have already reached the limits of a single article, and must defer the remainder of what we have to say until another week.

The salary of the Town Clerk of Wakefield, has been advanced from £300 to £350 per annum.

Sir Adam Bittleston, of the Madras Bench, left India on his retirement from the Bench, on the 2nd April. He was born in 1817, and was called to the Bar at the Inner Temple in 1841, after which he practised on the Midland Circuit. He acted as a revising barrister in 1850, and was appointed a judge of the Supreme Court at Madras in 1858, when he was knighted. In June, 1862, he was reappointed to the High Court of Judicature, then newly created. Having served for the prescribed period in India, he now retires on a pension, and will be succeeded by Mr. James Kernan, Q.C., of the Irish Bar.

RECENT DECISIONS.

EQUITY.

Betting Debts in the Present State of the Law.

Bubb v. *Yelverton*, M.R., 18 W. R. 512.

In deciding this case the Master of the Rolls did not think it necessary to express any opinion as to whether bonds to secure money lost on bets on horse-races are good or not. Horse-races seem to have become a matter of public interest in the reign of James I. (Oliphant on Horses, p. 357), and the earliest Act relating to them is the 16 Car. 2, c. 7 (1664), which provided, amongst other things, that securities given for moneys lost at horse-racing were to be void. The Act 9 Anne, c. 14, enacted that all notes, bills, bonds, judgments, mortgages, or other securities or conveyances where the consideration was for money won by gaming or betting on the sides or hands of persons gaming were to be void. Horse-racing is nowhere mentioned in this Act, and as a penal Act, one would have expected it to receive a strict construction. It was, however, held in *Blaxton* v. *Pye* (1 Wils. 309) that this Act did extend to securities given for money lost on bets on horse-races. The Act 5 & 6 Will. 4, c. 41, repealed so much of the Act of Anne as made void any note, bill, and mortgage given under such circumstances, and rendered such securities voidable only, enacting that such securities should not be deemed void, but to have been given for an illegal consideration. The omission of bonds from the last mentioned Act is noticeable; but in *Hawker* v. *Hallewell* (4 W. R. 585, 3 Sm. & Giff. 194) there is a dictum of the Vice-Chancellor to the effect that bonds are within the equity of the Act of Will. 4, the preamble of which includes securities of every kind, and the reason given for the omission of the word "bonds" is, that the object of the Act being to give a remedy at law to *bonâ fide* holders without notice, who can sue in their own names, it was needless to include bonds, because a bond can only be sued on by the holder in the name of the obligee. The distinction between a void bond and a bond given for an illegal consideration is material (*Gye* v. *Felton*, 4 Taunt. 876).

The Act 8 & 9 Vict. c. 109, now in force, repeals 16 Car. 2, c. 7, and so much of 9 Anne, c. 14, 11 Anne (I) (the Irish Act) as was not repealed by 5 & 6 Will. 4, c. 41, and by section 18 (1) declares the contract for the bet void; (2) prevents the winner from bringing his action to recover the amount of the bet from the loser; and (3) prevents the winner from suing the stakeholder. Since this statute betting is not illegal, and may be practised to any extent without any penalty being incurred.

In *Hill* v. *Fox* (7 W. R. 263, 4 H. & N. 359) the defendant had lost bets to the plaintiff on the result of a horse-race, and he applied to the plaintiff to lend him £2,000. The plaintiff lent him that sum upon the security of a deed, whereby the defendant covenanted to pay the sum lent and assigned certain policies as a security. The plaintiff afterwards brought his action on the covenant, to which the defendant pleaded that part of the consideration was a gaming debt, and the Court of Exchequer Chamber held that the judge had rightly directed the jury that, if they thought the deed was given in pursuance of an agreement that the plaintiff should be paid out of the money, then the deed was void; *secus* if there was no such agreement, and the plaintiff advanced the money for the defendant to dispose of as he pleased, though plaintiff expected to be paid out of the sum so lent. These contracts cannot be sued on, but they are not illegal. In *Rosewarne* v. *Billing* (12 W. R. 104) the Court of Common Pleas held, on the authority of *Jessop* v. *Lutwyche* (10 Ex. 614), and *Knight* v. *Cambers* (15 C. B. 562), that where a man has lost a bet to another, and he requests a third person to pay it for him, and he does so, the party so paying can sue for the money. *Bubb* v. *Yelverton* was decided solely on the ground that the forbearance of the Marquis of

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Hastings' ring creditors, and consequent avoidance of being posted as a defaulter and turned out of the Jockey Club, was a sufficient consideration for the bond. Had it been necessary to decide whether the bond was good under the Act or not, the decision would probably, on the authority of the foregoing cases, have been in the affirmative, unless the Court should have been of opinion that the transaction was colourable.

Husband of Cestui que Trust Appointed New Trustee.

Re Hattatt's Trusts, M. R., 18 W. R. 416.

It is often so difficult to find a person who is fit and will consent to be appointed a new trustee, that we call attention to this case. The proposed trustee in the case before us was the husband of one of the *cestui que trusts*. The Master of the Rolls will not in general appoint a person nearly connected with the *cestui que trusts* (*Wilding* v. *Bolden*, 21 Beav. 222), for the reason that the closer the connection between trustee and *cestui que trust* the more likely is it that the trustee will be induced to commit a breach of trust. But in the present case, the *cestui que trusts* being all of age, and consenting, the husband was appointed on his undertaking, if he should become sole trustee, to apply forthwith for the appointment of a new trustee to act with him, who must, of course, be one unconnected with the family.

COMMON LAW.

Evidence to explain Will—Construction—"My Nephew, Joseph Grant."

Grant v. *Grant*, C.P., 18 W. R. 576.

The point in this case has already been decided by Lord Penzance in the Court of Probate, but it came before the Court of Common Pleas in the form of an action of ejectment, and the question was again argued, and the decision was the same as that given by Lord Penzance.

The question was as to the admissibility of verbal evidence to explain a will. A testator had devised land to and named as his executor "my nephew, Joseph Grant." At the testator's death there was the plaintiff, Joseph Grant, the son of a brother of the testator, and the defendant Joseph Grant, who was the son of a brother of the testator's wife. The plaintiff argued that evidence was not admissible to show that by "my nephew" the testator meant his wife's nephew.

Lord Penzance held that this evidence was admissible, on the ground that the word "nephew" in popular use is often employed to designate a son of a wife's brother or sister, and that there was consequently a latent ambiguity in the will which might be removed by verbal evidence, and that such evidence merely explained, and did not contradict, the will.

The Court of Common Pleas have now decided the same way and upon the same grounds. They have, however, also added another reason. They held the evidence to be admissible, not only because in its popular meaning the word "nephew" applies to a son of a wife's brother, but also because the testator was found to have been in the habit of calling the defendant his nephew. They say, "We are of opinion that evidence may be given of a testator having been in the habit of using expressions in a particular sense," and as "it distinctly appears from the case that the testator was in the habit of calling the defendant his nephew, and as his name was Joseph Grant, he would in this view also answer the description in the testator's will of "my nephew, Joseph Grant."

The salary of the stipendiary magistracy of the Potteries district, which has become vacant by the appointment of Mr. J. E. Davis to be stipendiary magistrate of Sheffield, has hitherto been £800 a year; but an amended Act is now being applied for, in which power is given to raise it to £1,000 per annum.

COURTS.

HOUSE OF LORDS.

May 20.—*Weir* v. *Freshfield.*

This was an appeal from the Lords Justices affirming a decision of the Master of the Rolls. The object of the suit was to set aside a deed of compromise under which a breach of trust (consequent on the change of a fund from the Three per cent. Consols into Navy Five per cent. annuities which were subsequently reduced to Three per cent. annuities) had been made good out of another fund settled on trusts in favour of the aunts of the appellant.

The defendant to the bill was the late Mr. Freshfield, solicitor (Freshfields & Newman), who, it was alleged, had obtained the compromise by keeping back certain particulars from the appellant.

Appellant in person.

The Lord Chancellor (without calling on the respondent) said the appeal must be dismissed with costs. He had never seen a more frivolous complaint of fraud, and regretted that such charges should have been made so lightly.

Lord Cairns said he had never seen an appeal which appeared to be more unfounded, and he could only express great regret that it should have been brought before their Lordships.

COUNTY COURTS.

Lambeth.

N.B.—The case of *Dover* v. *Reed*, reported by us *ante* p. 593, was heard by Mr. Cust, the Deputy-Judge, and not by Mr. Pitt Taylor.

APPOINTMENTS.

We announced in our last issue the retirement from the profession of Mr. Wm. H. G. Jones, who had for many years carried on business as a solicitor, in Crosby-square, City. We are requested to state that the practice will still be continued in Crosby-square by Mr. Wm. H. Gatty Jones, the son of the above-named gentleman, who has succeeded his father.

Mr. Gordon Whitbread, barrister-at-law, has been appointed Judge of the Clerkenwell County Court (Circuit No. 41), in succession to the late Mr. H. R. Bagshawe, Q.C. Mr. Whitbread was educated at Brasenose College, Oxford, where he graduated M.A. in 1836; he was called to the bar at Lincoln's-inn in January, 1840, and has practised at the Chancery bar for many years. In 1868 he was appointed principal secretary to the present Lord Chancellor.

Mr. Athelstan Harvey Boys, solicitor, of Margate, has been appointed Coroner of that borough, in succession to his father, Mr. J. H. Boys, who has resigned on account of ill-health. Mr. A. H. Boys was certificated in Michaelmas Term, 1861, and is also clerk to the Cinque Ports and borough justices.

Mr. William Harvey Whiston, solicitor, of Derby, has been appointed Deputy Coroner for the county of Derby. His partner, Mr. William Whiston, is the Coroner. Mr. W. H. Whiston was certificated in 1865.

Mr. John Blick, solicitor, of Droitwich, Worcestershire, has been appointed Clerk to the county magistrates for the Droitwich petty sessional division, which office was rendered vacant by the resignation of Mr. John Curtler.

Mr. George Edward Sharland, solicitor, of Gravesend, and Town Clerk of that borough, has been appointed (by Mr. J. J. Lonsdale, County Court Judge), to be Registrar of the Gravesend County Court, in succession to the late Mr. F. Southgate. Mr. Sharland was certificated 1839, and, besides the Town Clerkship, he holds the office of Clerk of the Peace.

Mr. Clement Taylor, solicitor, of Norwich, has been appointed (by Sir R. J. Buxton, High Sheriff of Norfolk), to be Under-Sheriff for the county, in succession to Mr. Henry Heffill, deceased. Mr. Taylor was certificated in 1839.

Mr. David Ward, solicitor, of King's Lynn, Norfolk, has been appointed Clerk to the Commissioners of Sewers for

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the Fens and Lowlands in the county of Norfolk. Mr. Ward was admitted in 1858, and is also clerk to the borough justices, and to the Commissioners of Taxes for the Lynn district.

Mr. JAMES BRYCE has been appointed Professor of Civil Laws in the University of Oxford, in the place of Sir Travers Twiss, her Majesty's Advocate-General, resigned.

Mr. JOHN PHILIP GREEN, of the Bombay bar, has been appointed to act as a Puisne Judge of the High Court of Bombay, during the absence of Sir Charles Sargent, who has obtained leave of absence for twelve months.

GENERAL CORRESPONDENCE.

NONSUITS IN THE COUNTY COURTS.

Sir,—Speaking from my own experience I should say that the question whether a plaintiff is to be nonsuited or judgment is to be entered for the defendant, depends in most cases on the judge. When the plaintiff is represented by an attorney, it is, of course, left to the attorney to decide which course he will elect to take, as a plaintiff cannot be nonsuited against his will. But in cases where the plaintiff has no professional adviser, the judge has to act as his counsel and decide the point for him. If the action is a trumpery or improper action, and breaks down on the merits, the judge will probably think it for the interest of the plaintiff to submit to a judgment, so as to put an end to the litigation. If, however, he thinks it a case where the plaintiff ought to have another opportunity of trying his rights, as for example, in cases of ejectment where the plaintiff's case fails from defect of evidence—he will probably direct a nonsuit to be entered.

May 21. A COUNTY COURT JUDGE.

FICTITIOUS LAW FIRMS.

Sir,—Is there not some power vested in the Incorporated Law Society or elsewhere, whereby an attorney may be restrained from adding the mysterious words "and company" to his signature and door-plate, when it is well known that there is not any admitted attorney in his office or associated with him in business? I need not specify the dangers and the scandals which may result to the public and to the profession from this most reprehensible procedure, now that the new Bankruptcy Act is in operation, and that class of practitioners who formerly attended to the under-current of bankruptcy business are at large and at liberty to coalesce openly with those dangerous classes who so freely plundered insolvent estates under the old laws of bankruptcy and insolvency. INTEGRITY.

Manchester, May 24.

MARRIAGE WITH A DECEASED WIFE'S SISTER.

Sir,—As in two successive issues of your valuable paper you have coupled with your approval of the proposed alteration in the existing law the expression of your opinion that the change should not comprise a retrospective enactment, permit me to recall the fact that Lord Lyndhurst's Act of 1835, which for the first time specially prohibited these alliances, had a retrospective operation, its primary object being in fact to legitimise the present Duke of Beaufort.

But on general grounds, would it not be an anomaly if a Legislature, pronouncing these marriages to be not contrary to the law of God and, therefore, not to be forbidden by the law of man, should refuse to legalise them in the past?—particularly when it is remembered that their positive illegality (notwithstanding Lord Lyndhurst's Act) was not established till the decision of the House of Lords in the case of *Brook* v. *Brook* in 1861, prior to which it was the opinion of several of the most eminent lawyers that the *lex loci contractus* would apply to such marriages contracted abroad.

A penalty may be inflicted for a broken law, but not in respect of a law condemned by conscience, public opinion, and subsequent legislation; and in this instance it is not so much on the offending parents as on the innocent offspring that the penalty would fall.

For the above reasons, while cordially agreeing with you in thinking that the time has arrived when this unwarranted restriction—the history of which is a disgrace to our legislation—should be removed, I venture respectfully to differ from you in this respect, that I think it is a clear case for making the Act retrospective to 1835, with all proper provisions, of course, for saving vested and contingent rights.

J. W. H.

[We hold that marriage with a deceased wife's sister ought not to be forbidden for the future; but since it has, in fact, been forbidden in the past, we consider that the line should be drawn at the date of the amending Act. We believe that the upholding and enforcing the sanctions of the law so long as they exist, is conducive not only to the due respect of our laws generally, but to the amendment of such as stand in need of alteration; and we disapprove of anything tending to tempt people to overdraw their accounts with the law in the hope that afterwards the Legislature may interpose to wipe out the score.—ED. S. J.]

MARRIED WOMEN'S SEPARATE ESTATE.

Sir,—Will any of your correspondents answer the following question?

A married woman living apart from her husband (not by deed or any legal separation), and having separate settled estate, but without power of anticipation, wishes to borrow money, and can procure two sureties who will unite *with her* in a joint and several bond.

Is there any objection to such a loan, and if so will you refer to a case or authority on the point?

B., A SUBSCRIBER AND CONSTANT READER.

May 21.

STAMP DUTY ON LEASES BILL.

Sir,—We are informed at the Stamp Office that all leases granted in consideration of previous repairs (though properly repairs are distinct from improvements) are considered subject to the thirty-five shilling duty. We think it worth while to call attention to this while the bill is awaiting committee, for, if it passes as it stands, all such leases (and they are almost universal on London estates) may require the extra ten shilling stamp. Indeed "improvements," substantial or otherwise, is a very vague and objectionable expression, and might or might not apply to the most ordinary covenants. It would be far better either to abolish the duty altogether, or to say plainly that draft leases shall be subject to it. SCADDING & SON.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 20.—*Colonial Judges.*—Earl Grey presented a petition from Singapore, praying for greater security of judicial independence. It was not a matter of complaint that the judges were removable by the Secretary of State, but that the Governors should have the power of suspending them.—Earl Granville explained that in cases both of removals and suspensions there was almost always a hearing before the Privy Council. Being desirous of getting the best advice on this subject, he had sought and obtained a memorandum from the Privy Council. He cited the following opinion of Dr. Lushington, given in that memorandum:—"I entertain no doubt in my own mind that the most efficacious means of proceeding, and productive of the least evil consequences, is that the governors of the colonies respectively should be entrusted with the power of investigating any alleged charges against the judges, and, if in their opinion need be, of suspending them; of course all the proceedings, and the evidence upon which they act, should be remitted without delay to the Colonial Office, and, if need be, her Majesty will be advised to remit the case to the consideration of the Privy Council. I apprehend that the Judicial Committee has no peculiar claim to take cognizance of such a case. I think that the propriety of the colonial governor being invested with this power, great as it is, would be more apparent if contrasted with any other mode of proceeding than that suggested."

The *Poor Relief Metropolis Bill* was read a second time.

May 23.—*The Greek Massacre.*—Lord Carnarvon called attention to this subject, and Earl Clarendon said that until the inquiry now in progress was finished the Government could not decide on their action. Every precaution would be taken to prevent a failure of justice.

The *Attorneys and Solicitors' Remuneration Bill.*—The Marquis of Salisbury moved the second reading.—Lord

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Cairns said that the principle of the bill might be applied with advantage to large classes of business transactions, and in operation it would be beneficial to the public as well as to solicitors; but whether it should be applied to all classes of business was a question that might very well be discussed in committee.—The Lord Chancellor said there were clauses of the bill which would require careful consideration, and he pointed them out to the promoters when he was asked by them to support the bill as a whole. The points raised were matters for consideration in committee, and he saw no reason why the bill should not be read a second time.—The bill was then read a second time.

The *Poor Relief (Metropolis) Bill* passed through committee.

The *Railways (Powers and Construction) Bill.*—The Earl of Kimberley moved the second reading of the bill. It related to the power of the Board of Trade in making orders for the construction of railways, for the extension of time, and for internal management. The proviso that those orders should not be enforced unless the landowners were all consenting parties would be retained, but at present great inconvenience arose from the proviso that if a railway or canal company lodged notice of opposition the Board should suspend further proceedings. The bill, therefore, proposed that, notwithstanding such notice, the Board should have power to examine into the matter, and make a provisional order thereupon, which would come before Parliament, like fishery, pier, and harbour orders, for confirmation. This procedure was only resorted to in the case of small lines, where the expense of a private bill could not be borne. The bill also enabled the Board to permit deviations from the broad or narrow gauge at present obligatory, for in short lines with steep gradients a narrower gauge might be expedient.—The bill was read a second time.

The *Norwich Voters' Disfranchisement Bill* was read a second time.

The *Irish Church Act* (1869) *Amendment Bill* (by Lord Redesdale was withdrawn.

The *Poor Relief (Metropolis) Bill* was read a third time and passed.

HOUSE OF COMMONS.

May 20.—*The Privilege of Ambassadors—The Greek Massacre.*—Sir R. Palmer said there was an undertaking given to all other countries by all states pretending to civilisation that the principles of civilised government should be *bonâ fide* and effectively established for the protection of foreign travellers, and more especially that foreigners should be protected from being the subjects of exceptional outrage because they were foreigners, and because they were persons travelling in the enjoyment or expected enjoyment of the hospitality of a friendly state. But ambassadors were a class with respect to whom principles of even more universal importance applied. The principles on which that part of the public law was founded were so sacred and so important for all the communications of nations, that no nation held a higher duty, either to itself or to other nations, than to vindicate them upon every proper occasion, and their application in this particular case was exceedingly plain. The doctrine of inviolability of ambassadors applied to all those who were members of the legation of which ambassadors and ministers were at the head, and the secretaries in this case partook in the fullest degree of the right of protection which belonged to that character. He cited Vattel. The inevitable conclusion was—first, that if from a failure in the performance of the general obligation of protecting foreigners a blow fell on those for whom the faith not of the sovereign merely but of the whole nation was specially pledged, that was an aggravation, a difference in kind as well as in degree, of crime, which would under any circumstances have been committed, and a great aggravation on the part of the state that neglected those precautions and those duties of government which ought to have been sufficient to shield even the meanest subject of a foreign state from such an outrage. Also if any subject of a state to which the ambassador was credited had offered any violence, indignity, or wrong to that ambassador, it became the imperative duty of the state to use all its resources, and not to abstain from any means whatever which could possibly be used to deliver the person to whom the public faith was so solemnly pledged from the condition of jeopardy in which by such outrage he was placed. This doctrine did not mean that the state to which the ambassador came guaranteed him against all the ordinary occurrences of life; but that the faith of the nation was pledged to him to give him every possible protection against wrong or outrage, and to give him redress. and to deliver him if that wrong had been done. In this case they had to deal with an outrage of a most extraordinary and shocking kind upon British subjects entitled to the protection of a friendly state, and not having received in due measure that protection, an outrage perpetrated under unprecedented circumstances upon those to whom the public faith of the Greek nation was absolutely pledged, and to assist whom they should not have omitted to do anything that could by any human possibility have been done on the part of that nation, and the people and government of that country. It was perfectly plain that, by the exercise of a little sound judgment and common sense the lives of those gentlemen might have been saved. The enormous ransom demanded —£25,000—would have been paid; and he wished the Greek Government had at once intimated their readiness to pay the money, for that they would have to pay it in the end was a matter beyond all doubt. After going in detail through the facts, he concluded by asking whether the Government were able to state to the House what measures had been or would be taken to obtain from the Greek Government such satisfaction for this unprecedented outrage as her Majesty was entitled to claim according to the law of nations, and to insure due protection for the future for the lives of the diplomatic servants and other subjects of the British Crown within the kingdom of Greece.—Mr. Gladstone agreed generally in the principles laid down by Sir Roundell Palmer, though their application must be governed by information not yet received by the Government. No municipal law could excuse a failure in international law. It would be some weeks before the Government could be in full possession of the facts, and it would then be their duty to consider what line they should take, not only as an aggrieved party, but as one of the Protecting Powers.

May 23.—The *University Tests Bill.*—The second reading was carried by a majority of 191 to 66.

The *Irish Land Bill* (Committee).—A clause by Mr. Bruen, intended to facilitate the ascertainment of the amount of compensation to be paid by the landlord in the event of a claim being made for it by the tenant, was negatived by a majority of 207 to 103.—Mr. Downing proposed the following clause.—"Where a person shall be in possession of a holding at the time of the passing of this Act, of which he or the persons from whom he derived had been tenant from year to year, and whose tenancy had been determined on the 25th day of March or 1st day of May last by notice to quit served by his landlord, he may claim compensation under this bill as if he was a tenant about to quit his holding, and the Court may in its discretion hear and determine the claim accordingly." The clause was negatived.—Mr. M'Cullagh Torrens proposed a clause giving to a judge of the Landed Estates Court power to make agreements and leases for thirty-one years in cases where a receiver should have been appointed pending a sale; and also giving a similar power to the Lord Chancellor of Ireland in all cases in lunacy, and in all minor matters where a receiver should have been appointed and there was no petition for a sale. The clause was negatived.—Mr. Bryan moved an amendment to provide that no notice to quit should be valid unless served with the sanction and by the officers of the Civil Bill Court, and that the Court, before giving its sanction with respect to such notice, should consider all the equities that might be advanced by each party. The amendment was negatived.—A clause by Mr. M'Mahon repealing section 52 of the Landlord and Tenant Law Amendment (Ireland) Act, 1860, was negatived.—A clause by Mr. W. Ormsby Gore, to the effect that the Commissioners of Inland Revenue should provide dies for denoting either by impressed or adhesive stamps the value of the notice to quit, was negatived by a majority of 210 to 77.—Mr. Gregory moved, but withdrew, a clause providing for the publication in the *Dublin Gazette* of notices to quit within two calendar months after service.—Mr. Pollard-Urquhart obtained the insertion of a clause exempting from liability to rent any land contained in public roads.—A clause by Mr. Pim abolishing the right of distress for recovery of rent, and also the landlord's priority in the case of goods taken in execution, was negatived. The report of amendments was then agreed to.

The *Gas and Water Facilities Bill* was read a third time and passed.

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The *Sligo and Cashel Disfranchisement Bill* was read a first time.

May 24.—*The Established Church in Wales.*—Mr. Watkin Williams moved:—"That, in the opinion of this House, it is right that the Establishment of the Church and its union with the State should cease to exist in the said Dominion and Principality; that it is just and expedient that the public endowments enjoyed by the Church Establishment should, after making provision for all vested interests, be applied to the support of a national and undenominational system of education for the said Dominion and Principality of Wales." He gave a lengthy pedigree of the Welsh Church, and maintained it had had a separate origin from, and had been much purer than, the English, to which it was united by fraud and violence, *temp.* Henry VIII. The Nonconformists were now five to one, and judging from the time of legislation and the tone of ministers, he thought the time had come when justice, equity and equality would be considered in that great assembly.—Mr. Gladstone said the case of the Irish Church was a widely different one. The numerical disparity was far greater, and the doctrinal difference so great as to bear no comparison. The Welsh had held stoutly to their Church as long as it was administered in accordance with their national feelings, and in that respect a wholesome reform was going on. The attack, of course, was really against the Church of England at large, and the Government were not prepared to enter on any crusade of the kind.—Mr. Osborne Morgan supported the resolution, which was negatived by a majority of 209 to 45.

Horse Racing.—Mr. T. Hughes introduced a bill to amend the law. The first reading was carried by a majority of 132 to 44.

The *Married Women's Property Bill* (No. 1) passed through committee with amendments.

May 25.—The *Clerical Disabilities Bill.*—Mr. Hibbert moved the second reading. The principle of the bill was that a clergyman who desired to relinquish his calling might, on giving notice to his bishop and executing a deed in chancery, be relieved after six months from his disabilities, and also lose the privileges to which, as a clergyman, he might be entitled, and become, in fact, a layman.—Mr. J. Lewis, in seconding the motion, said it would be very objectionable to admit to the House clergymen who continued to hold their livings. But the bill altogether excluded beneficed clergymen from the House. He supported the measure as going in a liberal direction, and tending to do away with a separate ecclesiastical class.—Mr. Walpole said it was extremely undesirable that persons who took holy orders should do so lightly, unadvisedly, or as an experimental matter. Secondly, when a person had once entered into holy orders, and had served in that sacred character, there might be reasons which no doubt might induce him to take up some other calling, but if he did so he ought not to be chopping and changing about. He did not wish to see the services of ministers of religion acquire more or less of a professional character according to the profits or advantages of the experiments they might make. He had no doubt that the complaint was well founded that by the law of the land—excepting the Act of 41 Geo. 3—there was nothing whatever to prevent an unbeneficed clergyman from taking part in the business of the House of Commons any more than clerical peers from taking part in the business of the House of Lords. To that he did not object; but it was very unadvisable that a beneficed clergyman should come into that House, because he was bound to give all his time, and his whole life, to the duties of his profession. With regard to municipal disabilities, he could see no reason why an unbeneficed clergyman should not be a member of a civil corporation. He believed, however, that a simple repeal of the Act of George 3, guarded, at the same time, by certain limits and restrictions, would be a better course than the passing of a measure which might give clergymen encouragement to go into some other calling. These were the reasons which induced him to say that the Government ought to watch this bill with considerable care.—Sir L. Palk said a more objectionable measure had never been introduced.—Mr. Beresford Hope did not think the bill a complete, broad, and fair measure of relief. While it paid infinite regard to the case of those clergymen who from conscientious scruples did not wish to continue to be clergymen, it overlooked the case of those who, from family circumstances, had since they took holy orders been placed in a social position carrying with it duties and responsibilities of citizenship which they felt themselves to be under the most sacred moral obligations to fulfil. He referred to a class of men who were the heads of families, the stewards and dispensers of a large property, and who would feel a great and natural repugnance to forego their position as clergymen capable of performing voluntary pastoral duties. While continuing to be clergymen they were fit to be leaders of men, legislators, and municipal officers. He preferred that, without attempting to deal with holy orders, they should simply give relief from civil disabilities, extending that relief freely and impartially to all. There should be some provision enabling those who left the church from conscientious scruples to return to it.—Mr. Bouverie said the bill was superior to his own bill introduced in 1849 and 1862.—Mr. Henley said, could anything be worse for the position of the clergyman than that he should be allowed to put off his sacred office for one six months and resume it the following six months, and so on alternately? The bill would, perhaps, satify the wishes of a few persons who were anxious to be relieved of the disabilities under which they at present laboured, but it would also enable persons possessing the power and the privileges derived from an episcopal ordination to leave the community from whom they had obtained that power and those privileges, and to turn those advantages to account in attempting to overthrow the church from which they derived them, and from which they had withdrawn. He should vote against the bill.—Mr. Bruce said that the recommendation of the bill was that under it this step could not be taken without a very solemn form being gone through, or without the lapse of considerable time. It was provided in the bill that the clergyman should only be permitted to resume his sacred office by a solemn act, and even then not at his own will and pleasure, but after the question had been fully considered by his archbishop, to whom the bill gave a discretionary power to restore the clergyman if he should think fit. The plan proposed by the bill was better than Mr. Beresford Hope's. He saw no objection to the bill being extended so as to include colonial bishops.—Mr. Cross opposed the bill.—The second reading was carried by a majority of 137 to 56.

The *Game Laws Abolition Bill.*—Mr. P. Taylor moved the second reading.—Debate adjourned.

Joint-Stock Companies Arrangements.—A bill by Mr. H. B. Sheridan to facilitate compromises and arrangements between creditors and shareholders of joint stock companies in liquidation was read a first time.

May 26.—The *Irish Land Bill* (consideration of the bill as amended).—Sir F. Heygate moved that the bill be recommitted for the purpose of introducing a clause fixing the increased amount of additional salaries to be paid to the judges and officers of the Civil Bill Courts in Ireland for the additional duties imposed on them by this measure. The motion being opposed by the Government was ultimately withdrawn on the understanding that these salaries should be fixed by statute when the *data* should have been ascertained.—Mr. Chichester Fortescue added three new clauses to provide that resumption of lands for building labourers' cottages shall not be deemed disturbance; that county cess levied as compensation for outrages under the Peace Preservation Act shall not be halved between landlord and tenant; and to abolish distress for rent under future tenancies, except where the right may be reserved by written agreement between landlord and tenant.—Several clauses, moved by Mr. Gregory, laying down certain conditions for the erection of labourers' cottages, were objected to by the Government, but Mr. Gladstone offered to accept the first two, which provided that the occupier shall apply to the landlord before building, and shall not be at liberty to build if the landlord consents to do the work himself.—Mr. Gregory declined this compromise. The whole of the clauses were, on a division, negatived by a majority of 59 to 42. A proviso was afterwards added by Mr. C. Fortescue embodying the Government compromise.—Mr. Chichester Fortescue, in accordance with his promise to Mr. Pell, proposed a proviso to define the reclamation of land, which is coupled with permanent buildings as reclamation of waste land. The proviso was carried by a majority of 155 to 17. Clause 14 (Equities clause) was amended by Sir R. Palmer, who added a proviso debarring from compensation a tenant whose landlord has offered to continue his tenancy on reasonable terms which he has unreasonably refused.—

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Clause 61 was struck out on Mr. Chichester Fortescue's motion.—Mr. Charley moved to strike out clause 62, which partitions the county cess between landlord and tenant; but it was retained, on a division, by a majority of 201 to 74.—Some formal amendments having been made, the third reading was fixed for Monday.

HIGH COURT OF JUSTICE BILL.

The following petition, was presented to the House of Lords by the Lord Chancellor on the 23rd inst:—

The humble petition of the Metropolitan and Provincial Law Association:

Sheweth—That on the appointment by her Majesty on the 18th September, 1867, of commissioners to inquire into the operation and effect of the present constitution of the several courts of law and equity in England, your petitioners took a lively interest in such inquiry, and after earnest consideration of the subjects so referred, joined with the Council of the Incorporated Law Society in making various suggestions to the Royal Commissioners, and especially expressed their opinion that the present separation of jurisdictions was injurious to the suitors, and that one general court ought to be established.

That your petitioners have felt much gratification at the recommendations in this respect made by the Royal Commissioners in their report submitted to her Majesty, and presented to your Right Honourable House.

That your petitioners have observed with great satisfaction that the Lord Chancellor has introduced into your Lordships' Right Honourable House two bills shortly intituled "The High Court of Justice Act, 1870," and "The Appellate Jurisdiction Act, 1870," for the purpose of carrying into effect the recommendations of the Royal Commissioners.

That in the judgment of your petitioners it is most essential to the interests of the general community that the proposed abolition of the present distinctions between courts of equity and courts of law should be made without delay, and they respectfully submit to your Lordship that the preparation of a code of procedure for such courts when consolidated may be properly deferred until after the bills now before your Lordships shall have become law, and that it may be safely entrusted to a competent body to be constituted by royal commission or otherwise to prepare such code in concert with, and subject to, the sanction of the judges presiding in the various courts, the proceedings in which the code shall hereafter govern.

Your petitioners therefore most humbly pray that your Lordships' Right Honourable House will not delay to give effect to the recommendation of the Royal Commissioners, but will be pleased to pass, with such amendments as may be necessary or expedient, the said bills for the establishment of a High Court of Justice and a Court of Appellate Jurisdiction.

And your petitioners will ever pray, &c.

OBITUARY.

MR. F. SOUTHGATE.

Mr. Francis Southgate, solicitor, of Gravesend, died at his residence, Woodville-terrace, on the 20th May, in the 79th year of his age. He was certificated in 1819 and had been a resident at Gravesend for the last sixty years. Besides holding the registrarship of the county court, he had for many years been Clerk to the Board of Improvement Commissioners, Clerk to the Guardians of the Gravesend and Milton Union, Vestry Clerk of Northfleet and Milton parishes, and Superintendent Registrar of Births, &c. He was also Clerk to the Union Assessment Committee, and to the Turnpike Trusatees, nd Secretary to the Waterworks and Gaslight Companies, and several local charities.

MR. J. CLAPTON.

Mr. Jeremiah Clapton, formerly a solicitor, and an alderman of Stamford, Lincolnshire, died on the 2nd of May, at the age of seventy-five years. He had been clerk to the Stamford Board of Guardians since the first operation of the Poor Law Act in 1835; he was elected to the Town Council as an Alderman in 1856, and served the office of Mayor in 1867-8. He acted for many years as an election agent in the Conservative interest, and in that capacity he assisted in the return of Colonel Chaplin, the present Duke of Rutland, Sir George Clerk, the Right Hon. J. C. Herries, Lord Chelmsford (then Sir F. Thesiger), the present Marquis of Salisbury, the Right Hon. J. Inglis (now of the Scotch Bench), Sir Stafford Northcote, and Sir J. D. Hay.

THE COMMON LAW JUDGES ON THE HIGH COURT OF JUSTICE BILL AND THE APPELLATE JURISDICTION BILL.

The following are the communications which have been addressed by the Lord Chief Justice of England and other judges to the Lord Chancellor with respect to the High Court of Justice and Appellate Jurisdiction Bills:—

"Court of Queen's Bench, May 13, 1870.

"My Lord,—I have the honour to inform your Lordship that in consequence of what you were reported to have said in the recent debate in the House of Lords, as to having received from the judges, with a limited exception, no suggestions on the bills relating to the High Court of Justice and High Court of Appeal, introduced into Parliament by your Lordship, the judges have met and given their careful attention to the bills in question, and have embodied their views in the shape of resolutions.

"Before setting out these resolutions I must premise that owing to the shortness of the time—it being understood that the bills would be proceeded with in the House of Lords on Monday next, the 16th inst.—and also the great pressure of judicial business, the judges have only been able to deal with the more prominent and salient parts of these bills, omitting mere matters of detail, as to some of which, relating to the High Court of Justice Bill, they may think it necessary to trouble your Lordship on a future occasion.

"The resolutions adopted by the judges are as follows:—

"'I. That it appears to the judges that, while it is highly desirable that the distinction between law and equity now existing in respect of civil rights shall be done away with, and that in civil suits and actions one law shall be administered, it is essentially necessary, in order to prevent confusion in the future administration of justice, that, instead of a general enactment, such as is now contained in clause 13 of the High Court of Justice Bill, a careful collation of the common law and equity law having been first made, express provision shall be made as to what the law shall be in each particular instance; or, if this course should be deemed impracticable, owing to the time it would require, that clauses should be carefully framed expresaly stating the principles determined on by Parliament for the purpose in view.

"'II. That while the courts of common law should be required to administer the law as thus altered and settled, in civil suits it is wholly unnecessary, and, on the contrary, eminently undesirable, that their constitutions or peculiar jurisdictions in other matters should be in any way interfered with. That this applies to the peculiar jurisdiction of each of the three courts, but more particularly to the prerogative and Crown jurisdiction of the Court of Queen's Bench.

"'III. That the names and titles of the courts and judges should remain the same as at present, any change herein being neither necessary nor desirable. That no power, therefore, should be conferred by the bill to make any alteration in this respect.

"'IV. That while the judges are agreed that subordinate rules of procedure and rules of practice may be left to be settled hereafter, they are of opinion that, looking to the great and substantial difference which exists between the procedure of the equity and the common law courts, the more important matters of procedure ought to be considered and determined by Parliament, and should form part of the bill.

"'That herein they include not only the system of pleading to be adopted, but also more especially the important question of trial by jury and the examination of witnesses in open court. Looking upon these questions as of vital importance to the administration of justice on the trial of disputed questions of facts in general, while they readily admit that there are certain classes of cases in which the common law form of trial is inappropriate, or at all events may be dispensed with, the judges submit that certain fixed guiding principles and rules should, after due consideration, be embodied in the bill, instead of being left to be decided upon hereafter.

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"'That the power of making rules in respect of all matters of procedure not provided for by the bill should be left to the equity and common law judges united in the High Court of Justice.

"'That it is highly expedient and desirable that, after the first rules of procedure and practice shall have been framed and established, a power should be vested in the High Court of altering and modifying the procedure and practice from time to time as occasion may require, subject always to any orders and rules made for such purpose being laid before Parliament within a fixed time.

"'V. That the judges are of opinion that the powers proposed to be given by the 16th clause of the bill to ministers of the Crown and to persons unnamed are wholly unconstitutional, as being contrary to the principle that the judicature should be in all respects independent of the Executive; and they earnestly deprecate any power being vested in any person or body of persons, other than the High Court, to make or alter the law relating to the constitution, procedure or practice of the Court.

"'VI. That, with a view to the exercise of the powers referred to in paragraph 4, and of the powers originally proposed to be vested in the High Court of Justice, the judges willingly concur in the combination of courts of common law and equity into one common court. But if such powers are to be withheld and transferred elsewhere, as is proposed in the bill as altered, the constituting of such a court appears to them useless and unnecessary.'

"The foregoing resolutions were agreed to unanimously by the assembled body of judges, being sixteen in number, with the exception of the second, as to which Baron Bramwell and Mr. Justice Smith declined to express any opinion, while Mr. Justice Blackburn and Mr. Justice Hannen expressed their opinion as to the matters referred to in the second and third resolutions in the following terms:—

"'We are not quite prepared to agree in these two resolutions, but we agree that no alteration in the names or titles, or in the constitution or peculiar jurisdictions of the courts of common law, is required for the purpose of enabling these courts to administer the law as proposed to be altered; and we are of opinion that it is very undesirable that any such alterations should be made, unless with carefully considered provisions (to be contained in the Act) to secure that the substance of what is now done by the peculiar jurisdiction of the courts be not altered or destroyed by the change. This, we think, is not done in the present bill.'

"Mr. Justice Willes, not having attended the meeting of the judges at which the foregoing resolutions were passed, transmitted his views in a written paper, which I forward herewith.

"I have further to state that as regards the appellate jurisdiction and the constitution of the High Court of Appeal, at a further meeting of fourteen of the judges it was resolved by twelve judges—the two others, Mr. Justice Blackburn and Mr. Justice Smith, declining to express any opinion—that until the whole appellate jurisdiction, including that of the House of Lords and of the Judicial Committee of the Privy Council, shall be dealt with, the amount of arrears in the latter being of a most formidable description, it will be impossible for the judges to offer any opinion or recommendation which shall be satisfactory to their minds. "I have, &c.,

"A. E. Cockburn.

"The Right Hon. the Lord Chancellor."

"*Separate Memorandum of Mr. Justice Willes, expressing his own Views.—High Court of Justice Bill.*

"It appears to the undersigned that the general scope of this measure is highly beneficial, as bringing the judges of all the superior courts together into one great body for the administration of justice. The bill, as originally framed upon the recommendations of the Judicature Commission, took the best advantage of this proposed change by not merely combining the courts in name, but also conferring upon the judges powers (which, like those given to the election judges by the Parliamentary Election Act, 1868, s. 25, ought to have the force of statute) to work out the scheme by making rules of practice and procedure for the government of the court and its branches. The result would have been a thorough administration of justice in each suit, so that a suitor, instead of being dismissed unheard because he had found his way into the wrong court, would be referred to the appropriate division. Another and by no means trifling advantage would be that wherever the distribution of business at present attributable to the peculiar functions of the several courts—as, for instance, Crown business to the Queen's Bench, registration and election to the Common Pleas, and revenue to the Exchequer—represents a convenient and economical division of labour, not involving conflict of jurisdiction, such distribution would for its obvious usefulness be retained. Details of this kind would assuredly be best arranged by the judges, with such assistance under their control as the additional temporary labour of framing rules might be found to require.

"In its present shape, however, as amended, the bill brings the courts nominally indeed together, but places the judges at arm's length; for, instead of authorising them to frame common rules for their united court and its different divisions, the bill subjects them all (more especially by clause 16), as to their procedure, order of business, times of sitting, and even the manner in which they are to give judgment, and the form in which their decisions are to be reported, to the control of the Privy Council—a course, it is believed, without constitutional precedent, and injurious to the independence and efficiency of the judges. Save in the exercise of extraordinary powers of the Crown, such interposition of the Privy Council is unnecessary and impolitic. The representation of the Crown in the ordinary prerogative of justice is confided to the judges, subject only to the Legislature. Like remarks arise upon the High Court of Appeal Bill. Moreover, it does not provide for either abolishing or speeding and cheapening appeals to the House of Lords.

"The bills as originally presented seem to the undersigned substantially unobjectionable from the point of view of the Judicature Commission Report. J. S. Willes."

LAW DIGEST COMMISSION.

A second report by the Digest of the Law Commission has just been printed. The Commissioners say:—

"In our first report we explained the grounds for our opinion that a digest of law is expedient; we stated that it would require a considerable expenditure of time and money, and would involve the appointment of a Commission or body for executing the work; but in order to avoid an immediate outlay on a large scale, we recommended that small portions of the digest, as specimens of the whole work, should, in the first instance, be prepared; and we humbly submitted that powers should be given us to carry this purpose into effect.

"We were accordingly empowered by your Majesty's Government to take the steps necessary for the preparation, under our superintendence, of some specimens or samples of a digest such as we had indicated in our report. For this purpose we selected three subjects—namely, bills of exchange, mortgages, and easements, and we obtained the services of three gentlemen at the bar, each of whom was directed to frame the draught of a digest of the law on one of these subjects. The gentlemen whose assistance we have had have laid before us materials of considerable value, and have enabled us to form conclusions as to the conduct of the entire work. But we think it unadvisable to continue any further this mode of proceeding. We have found that the examination and revision of these materials with that rigorous care and accuracy which would be requisite before we could lay them before your Majesty as specimens of a digest of law, would involve considerable further delay and expense; while, on the other hand, we have satisfied ourselves that these specimens would have again to be revised, and perhaps recast, when the time arrived for inserting them as portions of a complete and systematic work. The experiment, however, has served a useful purpose. It has brought out very clearly the difficulties to be contended with, and the conditions under which the work must be executed. We believe that the materials which have thus been collected may be made use of with advantage in the formation of a general digest of the law, and we are of opinion that the work of a general digest, based on a comprehensive plan, and with a uniform method, should be at once undertaken. A complete digest cannot be executed without the assistance of the most highly skilled persons whose services can be procured; the success of the work will depend on their efficiency; they must give to the undertaking the whole of their time and energy; and it is obvious that the services of such persons, and under such conditions, cannot be obtained without the offer of perma-

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nent employment and high remuneration. We therefore humbly report to your Majesty our opinion that it is expedient that a body of persons such as we have described, and not exceeding three in number, should be constituted, to be charged with the duty of executing the digest as a whole, being provided with the necessary means and assistance, and acting under such directions and control, either of a committee of your Majesty's Privy Council or otherwise, as to your Majesty shall seem fit."

Mr. Justice Willes reports separately, as follows:—

"I respectfully dissent from the report for the following reason:—Because fully agreeing that a first-rate modern digest of English law is to be desired (for professional use), I think it will, when made, after all be only a makeshift for a code, or rather series of codes. Quite apart from the authority and example of so many other countries, which can hardly all be mistaken, a code is preferable to a digest in many points of view. A digest gathers and compiles what has been decided or deemed, and among other relics it will preserve the conflicts of Common Law and Chancery, and the rest, whereas a code must needs once and for all lay down uniform rules of justice to govern every court. Thus a code will swallow up at once mischiefs of detail, the instances of which would choke a digest. Moreover a digest will be limited to English reports and treatises, and so far as regards affairs peculiarly our own, such as real property, this exclusion of foreign systems may be tolerable enough, but as to mercantile and maritime affairs, there will be so much opportunity for choice and improvement thrown away. It seems even possible that a really well-considered code, not restricted to a digest of our own jurisprudence, but embodying improvements suggested by a comparison in our own laws with those of other countries, might contribute something to a great object—the gradual formation of international mercantile and maritime law. "(L. S.) J. S. WILLES."

THE LAND TRANSFER BILL.

The committee of the Bristol Law Library Society have published some observations on this bill, to the following effect:—

1. The committee are in favour of a scheme for the registration of title as distinguished from a registration of assurances, provided a plan can be devised by which such registration can be cheaply and speedily obtained.

2. The committee approve (as a first and tentative measure) of the registration of those persons only who are able to dispose of the fee simple, and they also approve of Part I. of the bill so far as it enables any person capable of disposing of the fee to place his title on the register as proprietor; but they think this part of the bill may be usefully extended. As the bill at present stands, the benefits of registration would only be felt at the end of some twenty or thirty years, and there would be little inducement to go upon the register at all. The committee strongly recommend that a landowner should be at liberty to submit for registration a title commencing from any prior date, and that upon such limited title being approved of by the registrar, registration should confer upon the registered proprietor the power of conveying an estate in fee simple, subject only to the adverse interests which were prior in their creation to the root of title.

3. The committee think that fee farm rents, created by way of use, and, therefore, not originating in tenure (which are very frequent in Bristol and other large towns), should be clearly provided for by the Act, so as to appear upon the register as incumbrances.

4. The committee suggest that proof of receipt of rents and profits in accordance with the title for a reasonable period should always form part of the evidence required from a proprietor prior to registration. (See section 6 of bill.)

5. The committee think that the bill should express much more clearly than it does that the title, which the registered proprietor can confer upon a purchaser, is absolute and indefeasible, subject only to the registered incumbrances, to the charges declared not to be incumbrances, and to such adverse interests, created prior to the registered root of title, as may be still subsisting.

6. The committee call attention to sections 5, 7, 31 and 34, with reference to their effect upon the legal estate. Such shifting about of the legal estate appears to the committee objectionable; and they consider it most undesirable that a registration bill should interfere, more than is absolutely needful, with the existing system of landed estates. By the bill as it now stands, the registration of the title to an estate in strict settlement, with a power of sale to the trustees with the consent of the tenant for life, would confer the legal estate upon the trustees, and place the tenant for life in the position of a mere equitable owner, and deprive him of the power of bringing ejectment or of creating a legal tenancy. This seems to the committee an objectionable interference. They suggest that registration should, in itself confer no estate, but simply a power of conveying the fee simple to a purchaser; and that, if it be thought necessary, the register should distinguish between persons in whom the fee is actually vested and those who have only a power to confer it, the former class being registered as proprietors, the latter as potential owners; but that both classes should stand in precisely the same position as to their power of conferring the fee upon a purchaser.

7. The 29th section of the bill empowers the Court, upon the application of any person interested, to register any other person in the place of a deceased registered proprietor; and a person so registered would, by sections 23 and 24, be able to sell and convey the property to a purchaser. A power of sale would thus be created which the owner never contemplated, and might possibly have objected to. The committee doubt whether the creation of such a power is desirable.

8. The committee are of opinion that some provision is required for indicating upon the register that the registered proprietor has ceased to have the power of conferring the fee.

9. The 16th and following sections appear to the committee to create an entirely new species of mortgage, not conferring on the mortgagee the legal estate, but giving him certain statutory powers analogous to those which a mortgagee now possesses; for instance, a power to enter on the land or into the receipt of the rents and profits (see section 18). These statutory powers appear to the committee to be objectionable, as increasing the liability of tenants and occupiers of land, who would be liable to be proceeded against both by the mortgagee, under his statutory powers, and by the lessor or owner, under the powers now incident to the reversion or legal estate. The committee, whilst not objecting to the principle of registering charges, suggest that the present mode of mortgaging property should be allowed to remain, and that where the mortgage contains a power of sale the mortgagee should be registered as having power to convey in fee, and that in other cases he should either be registered as mortgagee or should be allowed to protect his interest by a caveat.

10. The committee think that no system of registration will be successful unless local registries be established, presided over by registrars of ability and experience, having jurisdiction to decide questions of fact as well as of law; but they think that persons aggrieved by any mistake of a registrar, without fault on their part, should be entitled to compensation out of an indemnity fund to be created for this purpose, or out of the Consolidated Fund.

11. The committee strongly disapprove of compulsory registration.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Trinity Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BECK, WILLIAM NASH—C. G. H. Beck, Worcester.
BLOXAM, HENRY EDWARD—E. Bloxam, 2, New Boswell-court; and Harry Snow, Chancery-lane.
BRUCE, THOMAS DUNDAS—W. D. Trotter, Bishop Auckland.
CRUTTWELL, PERCY WILSON DANIEL—W. C. Cruttwell, Frome.
FARR, GEORGE.
FLUKER, HENRY—J. Fluker, Symonds-inn.
HARVEY, FRANK JACOB—B. Hooper, Torquay.
HUBBARD, GEORGE ROBERT—K. Peck, Southampton-buildings.
MORRIS, EDWIN SHURY—C. B. Teece, Shrewsbury.
WALKER, ALFRED BOOTH—H. Walker, Southam.

Trinity Vacation, 1870.

PEARSE, JOHN PETHERIDGE—T. H. Gill, Devonport.

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WRAITH, LAWRENCE HARGREAVES—Jno. H. Kay, Blackburn.

Last Day of Trinity Term, 1870.

BADGER, ARTHUR SIDNEY—J. Moody, Derby.
DEAN, CHARLES FREDERICK—J. Taylor, Bradford.
HEELEY, HOWARD HAMILTON—J. Richards, Birmingham.
PEARSON, HENRY GARENCIERES—J. Topham, Middleham.
SMITH, GEORGE FREDERICK—G. Smith, Durham.
SMITH, WILLIAM REDHEAD—F. R. Smith, 70, King William-street.
TYERMAN, GEORGE THOMAS—C. Rich Tyerman, 4, East India Avenue.
WALKER, WILLIAM—J. F. Isaacson, 40, Norfolk-street, Strand.
WILLIAMS, DAVID THEODORE, B.A.—E. Scott; and E. Scott, Wigan.

[For former names see *ante* p. 560.]

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

Fry, James William, Baston Hayes, Kent (16th June).
Mann, George, 52, Gibson-square (17th June).
Mileham, Harry Thos., 18, John-street, Bedford-row; and Clarence-villas, Clapton (3rd June).
Mitchell, William Wagner, Cardigan (17th June).
Newman, George Gunnell, Hurst, near Bexley (26th May).
Parsons, Robert Henry Best, on the sea; Stroud; Chipping Norton; Chester; and Moreton (17th June).
Roberts, Alfred, York Castle, Rotherham; and Sheffield (16th June).
Shelton, Francis Talbot, Nottingham (17th June).
Wallington, Benjamin, 89 and 48 Great Dover-street (17th June).
Whatley, George Sandon (17th June).
Sudbury, John Jackson, Grantham (17th June).

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. BOMPAS, Lecturer and Reader on Common Law and Mercantile Law—Monday, May 30, class A. Tuesday, May 31, class B. Wednesday, June 1, class C. —4.30 to 6 p.m.
Friday, June 3, lecture—6 to 7 p.m.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Trinity Term, 1870.

Before the LORD CHANCELLOR and Lord Justice GIFFARD.

Appeals.

Powell v Elliot, Elliot v Powell pt hd (J.—Jan. 27)
Atherton v British Nation Life Assurance Association (R.—Feb. 2)
Allen v Bonnett (M.—Feb. 2)
Thompson v Dunn (M.—Feb. 8)
Freeman v Pope (J.—Feb. 11)
Richardson v Smith (S.—Feb. 17)
In re The Great Wheal Busy Mining Co. and Cos. Act, 1862, appl petn from the Vice-Warden of the Stannaries (Feb. 21)
Nash v Howell (S.—Feb. 22)
The City Bank v Luckie (S.—Feb. 22)
Mc Creight v Foster, Bart. (R.—Feb. 24)
Phillips v Furber (R.—Feb. 28)
Champneys v Holmes (J.—Feb. 28)
Croft v Kaye, Bart. (S.—Mar. 7)
Wilkinson v Lindgren (R.—Mar. 9)
Knox v Turner (S.—Mar. 12)
Clemow (Pauper) v Geach (J.—March 22)
The Masons' Hall Tavern Co. (Limited) v Nokes (R.—Mar. 19)
Bourton v Williams (S.—Mar. 23)
The Land Credit Co. of Ireland (Limited) v Lord Fermoy (R.—Mar. 23)
Earl Vane v Rigden (M.—Mar. 24)
Mc Crea v Holdsworth (J.—Mar. 25)
Thomson v Simpson (S.—Mar. 25)
The Merchant Banking Co. of London (Limited) v Maud (J.—Mar. 28)
Bulteel v Plummer (M.—Mar. 28)
Prees v Coke (J.—Mar. 31)
Marine Investment Corporation v Haviside (J.—April 1)
Molesworth v Molesworth (R. April 6)
Dugdale v Meadows (J.—April 7)
Att. Gen. v Mayor, &c., of Leeds (J.—April 14)
Chillingworth v Chillingworth (S.—April 16)
Cooper v Cooper (S.—April 21)
Boyle v. Robinson (M.—April 16)
Oakley v Wood (M.—April 20)
Weston v Weston (R.—April 21)
Tennant v Trenchard (J.—April 23)
Denny v Hancock (M.—April 26)
In re Bosworthen and Penzance Consols United Mining Co. (Limited) and Companies Acts, 1862 and 1867, appl petn from the Vice Warden of the Stannaries (April 28)
In re The Same (ditto)
Dicconson v Talbot (S.—May 3)
Forester v Read (S.—May 4)
Dean v Bennett (J.—May 6)
Alexander v Mills (R.—May 7)
Wildes v Dudlow (M.—May 9)
Grand Junction Canal Co. v. Shugar (R.—May 10)
Crickmore v Freestone (R.—May 13)
Imperial Mercantile Credit Association (Limited) v Coleman (M.—May 17)
Same v Same (M.—May 17)

Before the MASTER OF THE ROLLS.

Causes, &c.

Ormerod v Rostron f c. (not before May 31)
Atherley v. The Isle of Wight Ry. Co. and City Bank m d (not before July 2)
Clarke v Tanner c, w
The London & South Western Ry. Co. v Pullein m d, witnesses before examiner
Tulk v Tabberner m d (May 31)
Lloyd v Thomas m d, witnesses before examiner
Edmonds v Ramsey m d
Betts v Thompson c (June 8)
Wayte v Spooner m d (May 26)
Springett v Jenings c
Joyce v Howard c, w
Clark v Revill c, w (June 3)
Gramshaw v Gough m d
Richardson v Firth m d
The Gas Light Improvement Co. (Limited) v Terrell c, w (May 31)
Anstey v Newman f c
Cousins v Green c
Weller v Fitzhugh c
Clarke v Cutts f c
Massey v Eastwood m d
Coote v Lowndes m d
The Prudential Assurance Co. v Wilson m d
Kenyon v Preston f c
Clayton v Smith c (set down at request of defendant Wm. Cocking)
Longridge v Crampton m d
Wilkinson v Dent c
Barker v Barker m d
Fenwick v Wood m d
Kirkby v Mearbeck. Cartlidge v Kirby f c
Seal v Seal, Seal v. Seal. f c
In re Muggeridge, Muggeridge v Sharp. f c
Hale v Walton m d
Greene v The Tower Subway Co. m d
Moryoseph v Moryoseph f c
Fretwell v Haines m d (not before June 3)
Winder v Wilson f c
Jackson v Jackson f c
Stephen v Lyon f c
Harris v Frederick m d
Cameron v Campbell c
Cameron v Pascoe c
Blunt v Blunt m d
Jackson v Shailer f c (short)
Attorney-General v Greenhill f c (short)
McDonald v Mackenzie m d
Spiking v Gainsford m d
Jesshop v Tickel m d
Cocks v The Bishops' Waltham Ry. Co. m d
Gilliat v Gilliat f c
Maclaren v Stainton f c & sums to vary
Simmons v Simmons f c
Gorely v Gorely f c
Loat v Loat f c
Kennel v Arber m d (short)
Taylor v Brown f c
Sumner v Hart m d
In re Emsley, Williams v Williams, Druce v Williams f c
King v Porter c
Dawson v Dawson m d
Mullings v Trinder m d

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Attorney-General v The Ross Royal Hotel Co. (Limited) demr
Dobree v Nicholson (exons for insufficiency)
Titchborne v Mostyn, Bart, m d
Titchborne, Bart. v Titchborne m d
Crowther v Crowther f c
Williams v Haythorne f c
Crook v Corporation of Seaford m d
Gibbs v Ross m d
English v Nottingham c
Lumley v Desborough c w
Bowen v Davies appl from County Court of Cardiganshire
Ward v Mc Kewan f c
Malone v Wallwork c
Gunnell v Whitear m d, pt hd
Johnson v Jowitt f c
Feltham v Turner c, w
Witts v Young m d
Dicks v Batten f c
Cowell v Acraman f c & s
Pownall v Bockett f c
Cave v Holland f c
Methuen v Hay m d
Lady Couper v Hamilton, Bart m d
Brine v Brine c, w
Jones v Gillard f c
Bainbridge v Morgan f c
Nisbet v Miller f c & s
Johnson v Metcalfe f c
Barber v Barber m d
Bowman v Eilbeck f c
Salkeld v Salkeld f c
Corner v Cursham m d
Nicholson v Wardropper f c
Johnstone v Withering f c
Webb v Baker c
Williams v Pearson m d
Palmer v Flowers m d
English v Nottingham trial by jury (June 6)
Finnis v Tuke m d
Walker v Cole f c
Ross v Gibbs m d
Mills v Haynes m d
Earl v Earl f c
Dickinson v White m d
Ford v The Tottenham and Hampstead Junction Ry. Co. m d
Lake v Wall m d
Hyde v The Attorney-General f c

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Bartlett v Bovill f c
Cutler v Hart f c
Judd v Hart f c
Weller v Daniels c
Sargent v Newell f c
Acworth v Benton f c
Stebbing v Martin m d
Copping v Copping m d
Bird (pauper) v Bull c
Thompson v Morgan c
Mullock v Matthews f c
Thomas v Putt f c
Chilton v The East London Ry. Co. m d
Wilson v Treasure m d
Rhodes v Rhodes f c
Aburrow v Pink m d
Jones v Casson f c
Broadbent v Williamson m d
Copestake v Copestake f c
Smith v Abraham m d
Westmorland v Holland m d
Major v Major m d
Holland v Wood m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Timms v Hutley dem
Lindgren v Horne dem
The International Bank (Limited) v Gladstone m d (wit before examiner)
Earl Beauchamp v Winn c, w
Ormerod v The Northern Railway of Buenos Ayres Co. m d, set down at request of deft. Co. (May 30)
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (June 28)
Shaw v Shaw c, wit
Trevelyan v Attorney-Gen. c (not before June 1)
Brown v Macnicol m d, pt hd (May 30)
Gibbes v Pengilley m d
Tyrrell v Leeson c, wit (June 8)
Levinstein v Wenham c, evidence viva voce at hearing
De Witte v Denne c, wit
Blease v The Warrington Wire Rope Co. (Limited) c, wit (June 6)
In re Adams's Estate, Adams v Adams f c
Becher v Poole m d
Thomas v Thomas m d
Lambe v Eames c
Bowen v Cobb c, wit (May 30)
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Young v Druce m d
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d and pet
The North Eastern Ry. Co. v Watson c, wit (day to be fixed)
Wright v Pitt m d
Heard v Pilley c, wit
Harrison v Humphreys c, wit (June 13)
Phillipson v Gibbon f c & sumns to vary
Thompson v Farndale m d
Wadeson v White m d
Simpson v Heaton's Steel & Iron Co. (Limited) m d
Forrest v Prescott s c
Richards v Traherne m d
Andrew v Hyde f c
Hyde v Gee f c
Plumley v Brownlow f c
Small v Lowrey m d
Radmore v Gill m d
Ferrier v Jay s c
The London & South Western Bank (Limited) v Johnson m d
Simcoe v Vowler f c
Cadman v Shepherd s c
Jefferys v Marshall m d
Hepworth v Hepworth m d
Hunter v Walters m d
Curling v Walters m d
Darnell v Hunter m d
Roberts v Shearwood m d
Heasman v Pearce f c
Lawson v The Tewkesbury & Malvern Ry. Co. m d
Key v Trafford m d
Jenkins v Lewis m d
Brown v Shaw f c
Morgans v Roberts m d
Williams v Foster f c
Field v Smith f c
Wilson v Legh m d
Ryde v Marks m d
Barstow v Baldwin c, wit
Loxley v Donne f c (short)
Niven v Alcock m d
Whiting v Burke m d
Prichard v Prichard m d
Rutherford v Scott m d
The Esparto Trading Co. (Limited) v Johnston c
In re Ann Hay, deceased Jackson v Jackson f c
Clark v Henry m d
Rothery v Nelson f c
The Potteries, Shrewsbury & North Wales Ry. Co. v Minor m d
Francis v Wade m d
Sollory v Leaver c
Rushton v Crawley c, wit
Stayt v Shepard m d (short)
Sheppard v Walter m d
Johnson v Jewell m d
Hale v Adams m d
Donald v Patrick f c (short)
Vaughan v Vaughan f c
Slingsby v Slingsby m d
Thornton v Lascelles m d
Watson v Brook m d
Borrett v Borrett m d
Stewart v Bothamley m d
Skinner v The Plumstead District Board of Works m d
Hollins v Taylor m d
Joseph v Hart c
May v May m d
Williams v Hughes m d (not before 30 June)
Phillips v Phillips f c
Slaughter v Slaughter f c (short)
Locke v Locke f c
Ashworth v Munn m d
Arkcoll v Sears m d
Shipwright v Clements m d
Stretton v The Great Western & Brentford Ry. Co. and Others m d, May 31
Stretton v The Great Western & Brentford Ry. Co. m d
Elgood v Stephens f c
White v Tomlin m d (short)
Saunders v Saunders m d
Austin v Dalzel c
Davies v Davies m d (short)
Davis v Combermere m d (short)

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Lingen v Burney dem
Chadwick v McKenna m d, pt hd
Adamson v Chadwick m d
McKenna v Chadwick m d
Trappes v Meredith m d
Pears v Laing m d (not before June 3)
Stamp v Anderson c (not before June 1)
Anderson v Stamp c
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (May 31)
Cousens v Cousens m d, witnesses before examiner
Oakey v Sennett m d
The Grover & Baker Sewing Machine Co. v Wilson m d
The West of England Brewery Co. (Limited) v Ross c, wit
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before June 1)
Goold v Goold f c & petn
Thomas v the Midland Banking Co (Limited) m d
The Liverpool Marine Credit Co. (Limited) v Read wit (May 27)
Thompson v Payne c (not before May 28)
Carline v Nicholson, Nicholson v Carline f c
The London and South Western Bank (Limited) v Stocker m d
Francis v Smithson c, wit (June 7)
Berry v Morrell c
Williams v Ivimey c (June 7)
James v Jones c, wit
Lewthwaite v Waterlow c
Dunn v Fowler m d (wit before exmnr)
Kilbey v Haviland m d (wit before exmnr)
Thompson v Fisher & Another m d
Malam v Malam s c
Thompson v Fisher & Others m d
Hook v Symons m d
Hook v Symons m d
Hook v Dunn m d
Cunliffe v Coote f c
Hewitson v Sherwin m d
Dunn v Vere m d
Martell v Drury c
Parker v Page m d
Hovenden v Lloyd m d (wit before exmr)
Grunwell v Garner f c
The Tawd Vale Colliery Co. (Limited) v Berry c
Hurry v Hurry c
Maugham v Maugham m d
Aitchison v Dixon m d
Waterhouse v Clout m d (short)
Smith v Smith f c
Miller v Bent c
Barton v Bush m d
Elliott v Galley m d
Parker v Cockerell m d
Holt v The Mayor, &c., of Rochdale m d
Beet v Beet m d
Franklin v Hailey m d
Brown v Priest m d
The U. S. of America v Prioleau c
Finney v Godfrey m d
Everitt v Everitt m d
Hereford, Hay & Brecon Ry. Co. v Great Western Ry. Co. m d
Salisbury v Metropolitan Ry. Co. m d
Emmerson v Hall f c
Turner v Roskell m d
Hook v Bowles m d
Hanbury v Meadus m d (short)
Scott v Duncombe m d (short)

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals :—

QUEEN'S BENCH.

Friday	June 17	Monday	June 20
Saturday	,, 18	Tuesday	,, 21

COMMON PLEAS.

Wednesday	June 22	Thursday	June 23

EXCHEQUER.

Friday	June 24	Saturday	June 25
Monday	June 27.		

COURT OF PROBATE,

AND

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Trinity Term, 1870.

COURT OF PROBATE.

Thursday	May 26	Saturday	May 28
Friday	,, 27	Wednesday	June 1

And following days, if required, for the hearing of the causes in the list.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Thursday ..... June 2

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

June 1, 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18.

Trials by Jury,

June 22, 23, 24, 25, 29, 30; July 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 23, 27, 28, 29, 30.

Trials in the Court of Probate will be taken first unless otherwise ordered by the judge.

The judge will sit in chambers at eleven o'clock to hear summonses, and in court at twelve o'clock to hear motions, on Tuesday, May 31, and on each succeeding Tuesday until Tuesday, July 26, inclusive.

All papers for motions in the Court of Probate must be

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left with the clerk of the papers in the registry of that court, at Doctors'-commons, and for motions in the Court for Divorce and Matrimonial Causes with the chief clerk, in the registry of that court, at Doctors'-commons, before two o'clock on the preceding Thursday.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 27, 1870.

From the Official List of the actual business transacted.)

3 per Cent. Consols, 94¼	Annuities, April, '85
Ditto for Account, June 94⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92¼	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '78	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '73 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅜
Ditto 5 per Cent., July, '80 114	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	
Ditto 4 per Cent., Oct. '88 101¼	Do. Do., 5 per Cent., Aug. '73 104
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅜	Ditto, ditto, under £1000, 24 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	74½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	72¾
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	132⅛
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15⅜
Stock	London and North-Western	100	130¾
Stock	London and South-Western	100	91½
Stock	Manchester, Sheffield, and Lincoln	100	51¼
Stock	Metropolitan	100	72
Stock	Midland	100	129½
Stock	Do., Birmingham and Derby	100	99
Stock	North British	100	38½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds, although they have not continued the advance of the week before last, have, on the whole, maintained their ground with firmness, during the week which has now ended. The foreign market has been particularly animated, and railways are firm at slightly improved quotations.

A scheme is out for the reorganisation of the Atlantic and Great Western Railway (America); the line to be foreclosed and sold under the "consolidated mortgage," and bought by General McClellan and others as trustees for those creditors, &c., who embark in the scheme. The funds are to be raised by an issue of bonds in three series.

THE NEW RIVER COMPANY.—On Wednesday last Messrs. Fox & Bousfield sold at the Auction Mart a property of a description which is very rarely in the market. It consisted in the interest of a Miss Horton, recently deceased, in the New River Company. The history of the New River is well known, especially to those who have perused its details in Mr. Smiles' "Lives of the Engineers." When Sir Hugh Middleton first began the undertaking in 1613, the concern was divided into seventy-two shares, of which the King (James I) took one half, the other moiety being divided among Sir Hugh and his friends. It was very many years before the shares ever returned any dividend to their holders, the result of which was that when the shares at last became a paying property, almost all had passed from the hands of the original adventurers. To this day, however, about two whole shares remain the property of certain descendants of Sir Hugh Middleton. The thirty-six "King's shares" were surrendered to the company by Charles II., for an annuity of £500, the Royal spendthrift probably finding it inconvenient to pay a call which was then imminent; the "King's shares" are still charged with the payment of this annuity, which is called the "King's clegg." The "King's shares," pursuant to a stipulation made when the undertaking was formed, confer on their holders no voice in the management of the company. The property sold on Wednesday was offered in forty-seven lots, representing an income of £2,100 per annum, and the gross amount realised by the sale was £62,430. The first seventeen lots consisted of seventeen £100 new shares, fully paid up, the dividend for the last year being at the rate of 7½ per cent: these fetched on an average £196 each share. Lots 18 to 24 consisted of sixty-eight £100 shares, £20 per share paid up, with a dividend of 29s.: these realised £3,490, or an average of £51 6s. per share. Lots 25 to 38 consisted of parts of King's shares, equal together to four-fifths of an entire share. These were in lots of one-twentieth and one-sixteenth respectively, the income on a twentieth being £75 16s. 8d., and on a sixteenth £97 16s. 10d.: they realised altogether £31,930, which would be at the rate of £39,912 per whole share, and averaging twenty-six years and four months' purchase on the income. Lots 39 to 47 comprised five-twelfths of an adventurer's share, in lots of one-twentieth and one-thirtieth each respectively, and realised £17,650, which would be at the rate of £42,360 per whole share, and averaging twenty-six years purchase on the income. In 1823 one share was sold by auction for £17,050 From this it appears that the thirty-six shares which were surrendered for a commuted payment of £500 a-year in Charles' II. time were in 1823 worth £613,800, or an annual income at Four per cent. of £24,452. Wednesday's sale with its return of £40,000 per share proves that the present annual income of the King's shares would be £56,160, or 112 times more than he was content to accept. It is very rarely that even fractional portions of New River shares find their way into the market. The increase in the annual income has been gradual and steady, and hence the high price obtainable for them. Once, however, within the memory of persons now living, the income on the shares fell back to £8 per whole share. This was in consequence of the expensive litigation which the New River Company carried on with other companies, paying the costs out of the income. Afterwards they adopted the plan of raising money to meet this expense. It is an oddity attendant on New River shares, in common with one or two old undertakings of a kindred sort, that the shares are real property. This was expressly decided in 1723, in the case of *Drybutter* v. *Bartholomew* (2 P. W. 127). It is easy to understand how, when joint stock undertakings were rare, and their shares individually few in number, there seemed no reason why real property owned by what was regarded then as merely a large partnership, should lose its characteristic as regards transmission or descent. Now-a-days canal or railway shares are always constituted personal property by statute.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 19.—By Mr. GEO. GOULDSMITH.

Freehold four cottages, Nos. 9, 11, 13, and 15, Ives-street, Chelsea, producing £52 per annum. Sold £400.

Freehold ground rent of £2 10s. per annum, arising from No. 41, Ives-street, Chelsea. Sold £60.

Freehold ground rent of £10 per annum, arising from Nos. 2 and 3 Green-street, Chelsea. Sold £250.

Freehold house, No. 18, Princes-street, Chelsea. Sold £535.

Freehold house, No. 17, Princes-street, Chelsea. Sold £530.

Freehold house, No. 32, Halsey-street, Chelsea, let at £38 per annum. Sold £545.

Freehold house, No. 33, Halsey-street, Chelsea. Sold £500.

Freehold plot of land, fronting Halsey-street. Sold £800.

Freehold house, No. 7, Halsey-street, Chelsea. Sold £550.

Freehold house, No. 6, Halsey-street, Chelsea. Sold £590.

By Messrs. NORTON, TRIST, WATNEY, & Co.

Copyhold 1r 30p of land, situate in York-road, Wandsworth. Sold £420.

Copyhold 1a 1r 20p of land, situate as above. Sold £730.

Copyhold 1a 0r 4p of land, situate as above. Sold £380.

Copyhold 1a 0r 11p of land, situate as above. Sold £440.

By Messrs. FURBER, PRICE, & FURBER.

Leasehold residence, No. 117, Camden-road, term 67 years unexpired, at £6 10s. per annum. Sold £1,110.

Leasehold residence, No. 115, Camden-road, let at £70 per annum, term and ground rent same as above. Sold £980.

Leasehold business premises, No. 125, High Holborn, let at £265 per annum, term 58 years unexpired, at £50 per annum. Sold £3,770.

Freehold, two residences, Nos. 1 and 2, Sussex-villas, Clarence-road, Windsor, Berks. Sold £1,220.

By Messrs. HARDS, VAUGHAN, & LEIPCHILD.

Leasehold house and shop, No. 5, Pont-street, Belgrave-sq, let at £132 14s. per annum, term 56 years from 1869, at £42 per annum. Sold £1,800.

Leasehold residence, known as Portland-house, New Cross, annual value £120, term 57½ years from 1853, at £33 per annum. Sold £500.

Leasehold residence, No. 23, Guildford-road, Greenwich, annual value £28, term 99 years from 1859, at £3 per annum. Sold £300.

Leasehold house, No. 4, Standard-terrace, Peldon-road, Greenwich, let at £16 per annum, term 59 years from 1859, at £2 13s. per annum. Sold £120.

Freehold plot of building land, fronting Mount Harry-road, Sevenoaks. Sold £230.

Freehold plot of building land, fronting Bradbourne-park-road, Sevenoaks. Sold £295.

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May 20.—By Mr. G. A. Smith.

Freehold residence, with farmyard, buildings and land, known as "Lockers," Hemel Hempstead, Herts, and containing 8a 1r 16p. Sold £2,500.

Freehold 11a 0r 1p of pasture land, situate as above. Sold £1,510.

Freehold 18a 3r 36p of arable land, and 2a 0r 10p of woodland, situate as above. Sold £1,500.

By Messrs. Baker & Sons.

Freehold business premises in New Park-street, Southwark. Sold £3,150.

Freehold the White Bear Public-house, situate as above. Sold £1,460.

By Mr. Frank Lewis.

Leasehold improved ground rent of £10 per annum, arising from premises in Charles-street, St. Pancras, term 92 years from 1818. Sold £120.

Leasehold ground rent of £23 5s. 6d. (improved), arising from No. 2, Gee-street, Somers-town, term 92 years from 1808. Sold £135.

Leasehold premises, Nos. 2 and 4, High-street, Portland-town, let at £90 per annum, term 81 years from 1819, at £19 6s. per annum. Sold £695.

Leasehold two houses, Nos. 3 and 4, William-street, Marylebone-lane, producing £96 per annum, term 99 years from 1777, at £5 10s. per annum. Sold £290.

Leasehold interest in the Yorkshire Grey Public-house, London-street, Fitzroy-square, term 99 years from 1775, at £10 10s. and underlet for the whole term at £100 per annum. Sold £220.

Freehold house and premises, the "Ferry House," Hampton, let at £15 per annum. Sold £240.

Freehold ground rent of £5 5s. per annum, arising from Nos. 20 to 22, Henry-street, Fitzroy-square. Sold £590.

Freehold ground rent of £5 5s. per annum, arising from 20 to 24, Little Brook-street, Manchester-square. Sold £900.

Freehold ground rent of £4 4s. per annum, arising from No. 25, Stanhope-street, Manchester-square. Sold £205.

Freehold ground rent of £45 per annum, arising from No. 41, South-street, Manchester-square. Sold £940.

Absolute reversionary interest (in 1886) to the freehold house and Shop, No. 42, South-street, Manchester-square. Sold £760.

Freehold reversionary interest (in 1886) to Nos. 1 and 2, Thayer-street, Manchester-square. Sold £1,510.

Freehold reversionary interest (in 1886) to No. 3, Thayer-street, Manchester-square. Sold £720.

Freehold reversionary interest (in 1886) to No. 1, Charles-street, Manchester-square. Sold £510.

Freehold reversionary interest (in 1886) to No. 2, Charles-street, Manchester-square. Sold £400.

Freehold house, No. 10, Bell-yard, Temple-bar, let at £50 per annum. Sold £1,500.

Freehold house, No. 11, Bell-yard, Temple-bar, let at £50 per annum. Sold £1,600.

May 24.—By Messrs. Farebrother, Clark, & Co.

Freehold residential estate, situate at Woking, Surrey, comprising a residence known as "Hoebridge Place," with offices, gardens, orchard, and land, containing 48 acres. Sold £11,500.

By Messrs. Debenham, Tewson & Farmer.

Freehold estate known as "Ladham House," Goudhurst, Kent, with gardens, grounds, orchards, cottage, &c., containing 29a 1r 35p. Sold £4,175.

By Mr. V. Buckland.

Freehold residence, outbuildings, and grounds, containing 1a 1r 12p known as "Waterhall House," Mitcham. Sold £1,300.

May 25.—By Mr. Ward.

Leashold six houses, Nos. 7 to 12, Richmond-terrace, Clapham-road, producing £279 per annum, term 76½ years from 1851, at £45 per annum. Sold £2,610.

Leasehold four houses, Nos. 3 to 6, Grummaul-road, Camberwell, annual value £130, term 99 years from 1866, at £21 12s. per annum. Sold £1,015.

By Mr. J. Burford.

Freehold residence, known as Bleak House, Caterham, Surrey, let at £150 per annum. Sold £2,590.

By Messrs. Candy & Luckin.

Freehold tavern, known as the Prince of Wales, Lennox-road, Tollington-park. Sold £1,900.

By Messrs. Prickett & Son.

Freehold the Orange Tree public-house, Colney Hatch, let at £80 per annum. Sold £1,710.

By Messrs. Edwin Fox & Bousfield.

Six lots of £1,000 stock of the New River Company produced £6,030.

A £100 new share (fully paid up), in the New River Company, sold £200; five ditto (fully paid up), £195 each; two ditto (fully paid up), £196 each; two ditto (fully paid up), £195 each; seven ditto (fully paid up), £196 each; ten ditto (£20 per share paid up), £500; ten ditto (£20 paid up), £500; ten ditto (£20 paid up), £500; ten ditto (£20 paid up), £500; ten ditto (£20 paid up), £500; ten ditto (£20 paid up), £500; eight ditto (£20 paid up), £440.

1-20th part of an undivided 36th share in the estates and interests of the New River, sold £1,950; 1-20th ditto, £1,950; 1-20th ditto, £1,950; 1-20th ditto, £1,960; 1-20th ditto, £1,960; 1-20th ditto, £1,950; 1-16th ditto, £2,560; 1-16th ditto, £2,530; 1-16th ditto, £2,520; 1-16th ditto, £2,520; 1-16th ditto, £2,520; 1-16th ditto, £2,520; 1-16th ditto, £2,520; 1-16th ditto, £2,520; 1-20th ditto, £2,050; 1-20th ditto, £2,050; 1-20th ditto, £2,060; 1-30th ditto, £1,470; 1-20th ditto, £2,050; 1-20th ditto, £2,050; 1-20th ditto, £2,160; 1-20th ditto, £2,160; 1-30th ditto, £1,600.

AT GARRAWAY'S COFFEE HOUSE.

May 19.—By Mr. Lerew.

Leasehold three houses, Nos. 71, 73, and 74, Oakley-square, St. Pancras, producing £190 per annum, term 99 years from 1844, at £31 per annum. Sold £1,900.

May 24.—By Messrs. Hullah & Faithfull.

Copyhold house, No. 25, Percy-street, Tottenham-court-road, let at £80 per annum. Sold £1,280.

May 25.—By Mr. F. I. Sharp.

Freehold three residences, Nos. 1 to 3, Plymouth-terrace, Devonshire-road, Forest-hill. Sold £2,290.

Leasehold two residences, Nos. 9 at 10, Speldhurst-road, South Hackney, term £80 years from 1862, at £10 per annum. Sold £535.

Leasehold residence, No. 4, Handley-road, South Hackney, let at £30 per annum, term 80 years from 1859, at £4 10s. per annum. Sold £245.

Leasehold business premises, No. 1, Pleasant-row, Upper Clapton, let at £30 per annum, term 17 years unexpired, at £6 per annum. Sold £265.

Leasehold residence, No. 29, Moore-park-road, Fulham, annual value £40, term 90½ years from 1866, at £7 10s. per annum. Sold £260.

Leasehold, two houses, Nos. 30 and 31, Willow-walk, Bermondsey, producing £46 16s. per annum, term 70 years from 1843, at £7 10s. per annum; and three houses, Nos. 16 to 18, Brunswick-terrace, Lower road, Rotherithe, annual value, £83 4s., term 99 years from 1849, at £9 per annum. Sold 745.

By Messrs. Wisby & Miller.

Leasehold public house, known as the Lord Ranelagh, Warwick-road, West Brompton, term 90 years, at £30 per annum. Sold £2,460.

AT THE GUILDHALL COFFEE HOUSE.

May 19.—By Mr. Marsh.

Freehold, the Church House Estate, in the parish of Flyford Flavel, Worcester, comprising a farm-house, buildings, and 143a 0r 20p, let at £200 per annum. Sold £5,050.

Copyhold residence, No. 35, Percy-street, Bedford-square, let at £65 per annum. Sold £1,000.

Leasehold residence, known as Hawthorn-cottage, Edgware-road, term 86 years unexpired, at £14 14s. per annum. Sold £810.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DRUCE—On May 20, at Norfolk-villa, Twickenham-park, the wife of S. B. L. Druce, barrister-at-law, of a son.

HOLLAND—On May 26, at 1, Sunnyside, Wimbledon, the wife of E. Thurstan Holland, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

SALMON—On May 16, at Cardiff, the wife of Mr. George Salmon, Town Clerk, of a daughter.

TROTTER—On May 23, at Weir-terrace, Bishop's Auckland, the wife of William Dale Trotter, Esq., of a son.

MARRIAGES.

GODWIN—PALMER—On May 24, at East Garston, Berks, Henry Burke Godwin, solicitor, Newbury, Berks, to Elizabeth, daughter of William Henry Palmer, Esq., of East Garston.

PHARAZIN—GREENWOOD—On Feb. 17, at Christ Church, Nelson, New Zealand, Wm. Pharazin, Esq., of Wellington, N.Z., barrister-at-law, to Frances, daughter of J. D. Greenwood, Esq., of Woodland House, Nelson.

PHILPOTT—SIMMONDS—On May 19, at St. Paul's, Herne-hill, John Amherst Philpott, solicitor, Cranbrook, to Fanny Louisa, eldest daughter of Henry Simmonds, Aylesford House, Herne-hill.

DEATHS.

JEANNERET—On May 25, at No. 2, New-terrace, Camberwell-green, Frederick Hewitt Jeanneret, Esq., solicitor, of No. 5, Dane's-inn, Strand, aged 46.

SHARPE—On May 20, No. 1, Highbury-terrace, William Sharpe, solicitor, 41, Bedford-row, London, in his 66th year.

SOUTHGATE—On May 20, Francis Southgate, Esq., of Gravesend, solicitor, in his 79th year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, May 20, 1870.

Limited in Chancery.

Bristol Marine Insurance Company (Limited).—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Barnes, of 6, Royal Insurance-buildings, Corn-street, Bristol.

Stannaries of Cornwall.

Clifford Amalgamated Mining Company.—Petition for winding up, presented May 14, directed to be heard before the Vice-Warden, at 18, Thurloe-square, Brompton, on Monday, May 30, at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before May 27; and notice thereof must, at the same time be given to the petitioner, his solicitor or agents. Roberts, Truro, solicitor for the petitioner; Childs & Batten, Coleman-street, Agents.

Tuesday, May 24, 1870.

Unlimited in Chancery.

Western Life Assurance Society.—Vice-Chancellor James has appointed Thursday, June 9 at 1, at his chambers, to settle the list of contributories.

Limited in Chancery.

Morgan's Patent Anchor Company (Limited).—Petition for winding up, presented May 16, directed to be heard before the Master of the Rolls on June 4. Brooke & Co, Lincoln's-inn-fields, solicitors for the petitioner.

Vallongo Slate and Slab Quarry Company (Limited).—Petition for winding up, presented May 20, directed to be heard before Vice-Chancellor Malins on June 3. Kimber & Ellis, Lombard-street, solicitors for the petitioner.

Friendly Societies Dissolved.

Friday, May 20, 1870.

Bath City Robin Hood Lodge of Independent Modern Order of Foresters Friendly Society, Red Lion Inn, Kingsmead-street, Bath, Somerset. May 18.

Glynsannan Friendly Society, Portisgate, Llanfynydd, Carmarthen. May 12.

Union Benefit Society, Rabbit Inn, Luton, Bedford. May 18.

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Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 24, 1870.

Blackburn, Thos Alfred, Punderson-place, Bethnal-green, Fancy Box Manufacturer. May 30. Owens v Blackburn, V.C. Stuart. Lowther & Mullens, Fenchurch-street.

McKay, Donald, Belair, Jersey, Esq. July 2. Cockshoot, jun. v McKay. Registrar of Manchester District.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 20, 1870.

Bankhead, Chas, St James's-st, Piccadilly, Esq. July 28. Paul & James, Exeter.

Barnes, Susan, Great Yarmouth, Norfolk, Spinster. June 24. Barnes, Great Yarmouth.

Beaumont, Hy, Gower-st, Bedford-sq, Esq. July 28. Clarke & Co Coleman-st.

Birkby, Nathaniel, Pemberton, nr Wigan, Draper. July 1. Hamett, Wigan.

Blunt, Wm, Hemingford, Huntingdon, Farmer. June 17. Broughton & Wyman, Peterboro'.

Butterwick, Robert, Copenhagen-st, Islington, Builder. July 1. Parker & Co, Bedford-row.

Edgeley, Charlotte, Hull, York, Widow. June 26. Shaen & Roscoe, Bedford-row.

Fitz-Gerald, Crofton, Exeter, Esq. June 18. Paul & James, Exeter.

Garbutt, Chas Overend, St Leonard's, Sussex, Gent. Aug 1. Holden & Sons, Hull.

George, Robert, Gainsford-st, Southwark, Gent. June 13. Smith, Winchester-bldgs, Gt Winchester-st.

Harris, Chas, Lpool, Licensed Victualler. July 1. Deane & Bankes, Lpool.

Herbert, Rev Hy Arthur, Staverton, Gloucester. June 24. Helps, Gloucester.

Lawson, Cæsar, Southport, Lancaster, Book-keeper. June 24. Welsh, Manch.

Mathias, Daniel, Pembroke Dock, Pembroke, Carpenter. June 16. George, Cardigan.

Pepwell, Thos, Wears-passage, Somers-town, Furniture Dealer. June 24. Fox & Robinson, Gresham House, Old Broad-st.

Ray, Lucy Anne, Artillery-row, Westminster, Widow. June 30. Draper, Vincent-sq, Westminster.

Ray, Geo, Artillery-row, Westminster, Soda Water Manufacturer. June 30. Draper, Vincent-sq. Westminster.

Robins, Thos, Chedworth Castle, Gloucester, Yeoman. June 13. Mullings & Co, Cirencester.

Russell, Wm, Greenhithe, Kent, Wheelwright. July 1. Colyer, Furnival's-inn.

Saunders, John Erasmus, Glanrhydw, Carmarthen, Esq. July 16. Green, Carmarthen.

Smith, Mary Anne, Reading, Berks, Spinster. July 1. Binsteed & Elliott, Portsmouth.

Snowden, Joseph, Leeds, Dealer in Horses. Aug 1, Simpson, Leed .

Sutcliffe, Benj, Wakefield, York, Grocer. Aug 1. Janson & Co, Wakefield.

Sympson, Rev Chas John, Kirby Misperton, York. July 1. Watson, Pickering.

Tatham, John, Seaforth, near Lpool, Agent. July 1. Eaton & Son, Lpool.

Torrington, Owen, Boston, Lincoln, Gent. July 1. Staniland & Wigelsworth, Boston.

Tyson, John, Grasmere, Westmoreland, Gent. June 15. Heelis, Hawkshead, Windermere.

Wetton, Champion, Joldwynds, nr Dorking, Surrey, Esq. July 1. Cowdell & Grundy, Budge-row.

Whittlesey, Wm, Upwell, Norfolk, Builder. June 6. Ollard.

Wilkinson, Richard, Nottingham, Hosier. July 1. Hogg, Nottingham.

Wood, Eliz, Halifax, York, Widow. June 30. Perkington, Halifax.

TUESDAY, May 24, 1870.

Aldous, Wm, Gt Bath-st, Clerkenwell, Licensed Victualler. July 1. Stileman & Neate, Southampton-st, Bloomsbury-sq.

Allen, Robert, Sheffield, York, Cutler. June 20. Taylor, Sheffield.

Armitsted, Caroline, Ebury-st, Chester-sq, Widow. July 1. Helder & Kirkbank, Gray's-inn-sq.

Auckland, Right Rev Robert John, The Palace, Wells, Somerset, Baron. Aug 25. Lambert & Son, Bedford-row.

Bielby, Robert, Kingston upon-Hull, Gent. June 15. Colbeck & Thompson, Hull.

Conway, Chas, Pontnewydd, Monmouth, Tinplate Manufacturer. June 24. Cooke & Sons, Bristol.

Cooke, Mary Ann, Norfolk-sq, Hyde-park, Widow. July 15. Brooks & Co, Doctors'-commons.

Dill, John Jacob Michael, Bath, Gent. July 7. Stone & Co, Bath.

Erle, Rev Walter, Gillingham, Dorset. July 16. Bell & Fream, Gillingham.

Gardiner, Thos, Strand, Hotel Keeper. July 20. Gardiner, Uxbridge.

Hall, Samuel, Marsh, Halifax, York, Gent. June 30. Sutcliffe, Hebden Bridge.

Hammond, Joshua, Handsworth, Stafford, Surveyor. June 30. Sanders & Smith, Birm.

Hayden, Wm Hy, Warwick-sq, Music Publisher. July 1. Terrell & Chamberlain, Basinghall-st.

Hewens, Nicholas Joseph, Hayes, Middlesex, Veterinary Surgeon. July 20. Gardiner, Uxbridge.

Hobson, Jonathan Hinchliffe, Shelley, Kirkburton, York, Corn Miller, July 1. Kidd & Co, Holmfirth.

Morse, Hy, Newnham, Gloucester, Butcher. July 1. Wintle & Maule, Newnham.

Oates, Ann, Great Fencote, York, Widow. June 25. Fryer, West Hartlepool.

Raven, Sarah Ann, Broomfield, Essex, Spinster. June 20. Bell, Chelmsford.

Shrubb, Jane Sarah, Bath, Spinster. July 20. Gardiner, Uxbridge.

Snooke, Hargood, Portsea, Southampton, Attorney-at-Law. July 1. Hellard & Son, Portsmouth.

Soutter, Christian Moates, Oakley-st, Chelsea, Esq. July 11. Waltons & Co, Gt Winchester-st.

Stone, Hy, Horton, Surrey, Farmer. July 1. Michael, Gresham-bldgs, Basinghall-st.

Tull, Eliz Greatwood, Sudbury, Middlesex, Widow. June 30. Kingsford & Dorman, Essex-st, Strand.

Warren, Jane, Saint Just, Cornwall, Widow. June 20. Tyrthall, Penzance.

Wetton, Champion, Joldwynds, nr Dorking, Surrey, Esq. July 1. Cowdell & Grundy, Bedford-row.

Wheatley, Robert, Newcastle-upon-Tyne, Cart Proprietor. Sept 1. Ingledew & Daggett, Newcastle-upon-Tyne.

Yardley, John, Apperley, Gloucester, Esq. July 23. Cunliffe & Leaf, Manch.

Bankrupts

FRIDAY, May 20, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burton, Ephraim, Rendlesham-rd, Lower Clapton, Builder. Pet May 17. Murray. June 6 at 11.

Edwards, Chas, Hackney-rd, Fruiterer, Pet May 19. Murray. June 1 at 11.

To Surrender in the Country.

Allen, John, Swaffham, Norfolk, Fishmonger. Pet May 17. Partridge. King's Lynn, May 31 at 12.

Bacon, John, Ely, Cambridge, Miller. Pet May 17. Eaden. Cambridge. May 31 at 2.

Carter, John, Clayton-le-Moors, Lancashire, Manufacturer. Pet May 16. Bolton. Blackburn, June 1 at 11.

Cash, Ebenezer Wm, Burton-upon-Trent, Stafford, Corn Dealer. Pet May 16. Hubbersty. Burton-upon-Trent, June 2 at 11.

Reeves, John, Llandudno, Carnarvon, Licensed Victualler. Pet May 19 Jones. Bangor, June 13 at 3.

Richardson, Joseph, Boston, Lincoln, Currier. Pet May 14. Staniland. Boston, June 2.

Whitehead, Wm Edwd, Ashton-under-Lyne, Lancashire, Pawnbroker. Pet May 11. Hall. Ashton-under-Lyne, June 3 at 11.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Walters, Emily, (sued as Anne Walters), Prisoner for Debt, Lpool. Pet Feb 18. Lpool, May 27 at 3. Nordon, Lpool.

TUESDAY May 24, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bennett, Wm, jun, Queen's-rd, Peckham, Dealer in Bricks. Pet May 19. Roche. June 8 at 11.

Horne, Horace, Upper Bedford-pl, Russell-sq. Pet May 17. Spring-Rice. June 10 at 11.30.

Marchant, Nathaniel Chas, New North-rd, Hoxton, Licensed Victualler. Pet May 21. Murray. June 6 at 12.

To Surrender in the Country.

Arnoll, Wm Hy, Barnstaple, Devon, Baker. Pet May 21. Bencraft. Barnstaple, June 11 at 2.

Brockwell, John, Gt Farthingloe, Dover, Kent, Farmer. Pet May 21. Callaway. Canterbury, June 8 at 2.

Cain, Chas Wm, Halifax, Yorks, Watchmaker. Pet May 19. Rankin. Halifax, June 3 at 10.

Cantle, Wm, Newport, Monmouth, Shipowner. Pet May 17. Roberts. Newport, June 21 at 2.

Cotchin, Wm, Luton, Beds, Corn Factor. Pet May 17. Austin. Luton. June 4 at 1.

Harrison, Agnes, Park-rd-ter, Forest-hill, Draper. Pet May 20. Bishop. Greenwich, June 6 at 12.

Johnson, Jas, Folkestone, Kent, Innkeeper. Pet May 16. Callaway. Canterbury, June 8 at 2.

Lansdell, John Geo, New Buckenham, Norfolk, York, Butcher. Pet May 19. Palmer. Norwich, June 6 at 2.

Marston, Aaron, Kidderminster, Worcester. Grocer. Pet May 19. Talbot. Kidderminster, June 4 at 11.

Moore, Jas, Colchester, Essex, Billiard Room Keeper. Pet May 19. Barnes. Colchester, June 6 at 10.

Morrison, Lipman Louis, Jacob Myers, & Thos Wm Edmondson, Leeds, Hat Manufacturers. Pet May 19. Marshall. Leeds, June 16 at 11.

Nixon, Isaac, Southwick-lane, Durham, Beerhouse Keeper. Pet May 18. Ellis. Sunderland, June 3 at 11.

Rochford, John, Bristol, Licensed Victualler. Pet May 19. Harley. Bristol, June 9 at 12.

Roe, Wm, Bolton, Lancashire, Brewer. Pet May 19. Holden. Bolton, June 4 at 10.

Stapley, Hy, Tunbridge Wells, Kent, Architect. Pet May 20. Walker. Tunbridge Wells, June 6 at 3.

Stephens, Simeon Hext, Ilminster, Somerset, out of business. Pet May 21. Meyler. Taunton, June 10 at 11.

Wetmore, Geo Osborne, & Thos Philip Wetmore, Bristol, Wine Merchants. Pet May 20. Harley. Bristol, June 9 at 2.

Willoughby, David, Forest-hill, Kent, Grocer. Pet May 20. Bishop. Greenwich, June 6 at 1.

Wyche, Thos, & Hy John Bryan, Crowland, Lincoln, Millers. Pet May 14. Gaches. Peterborough, June 4 at 2.

Young, Geo. Pet May 21. Wilson. Salisbury, June 4 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, May 20, 1870.

Clarke, Edwd, Manch, Innkeeper. May 6.

Holmes, Joseph, Hollins, Collinwood, nr Oldham, Lancashire, Tailor. May 13.

Sykes, Ephraim, Huddersfield, York, Cotton Warp Manufacturer. May 17.

Toolley, Geo, Walmer-crescent, Notting-hill, Builder. May 19.

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The Solicitors' Journal.

LONDON, JUNE 4, 1870.

THE PROPOSALS OF THE Legal Education Association, which we print elsewhere, commit the Association only to the two primary objects of a legal university, and an examination test conducted by a public board for both branches of the profession. It is, we believe, intended that a bill should be, if possible, introduced this session, in order to pave the way for legislation next year. So far as the scheme provides for a regular system of bar education it will be in principle a return to what Mr. Gladstone does not object to call the wisdom of our ancestors. It is not in the present day expedient to revive the legal university in all its details of college life and college discipline, but it is now proposed to revive the collegiate education, embracing both branches of the legal profession, and requiring of those students who propose to enter the higher branch a higher educational test. On this scheme the interference with the Inns of Court would not go further than the restricting their call to students who had passed the bar examinations, or taken the bar degree, with, perhaps, some comparatively small money requirement. At present, at any rate, nothing is said respecting any direct connection with the universities, in the nature, we mean, of promoting the study of law at Oxford and Cambridge. We ourselves should be disposed to deprecate any such idea, principally because we are not in favour of setting a young man very early in the groove in which he is to run during his life, and also because we believe that students inevitably learn more law in one month in London, surrounded by the actual transaction of their subject, than in twelve at Oxford or Cambridge, where they can imbibe only theory. It is somewhat premature to anticipate the details of the scheme of which as yet scarcely more than the broadest generalities have been hinted at. When the details are being discussed it will be for consideration whether the passage of lawyers from one branch of the profession to another should be made more easy and speedy than at present. On this point much caution is necessary. It is true, as Mr. Justice Hannen said, that every man should be allowed to do whatever he is best fitted for; but the avocations of counsel and solicitors or attorneys are so different that some qualification must be necessary before anyone can step from either branch to the other. We congratulate our readers upon this important subject being at last taken up in a discriminating and intelligent manner, by an association backed by names which command the highest confidence. With more space at our command another week we shall make further remarks. It is to be understood that the names which appear as those of gentlemen forming the "Council" of the Association, are not the result of any official selection, but merely the names of gentlemen who have voluntarily given in their approval of the scheme. They embrace authorities of all values, from the very highest down to none whatever.

ANYONE OF COURSE CAN UNDERSTAND the reluctance of the Government to appoint a new Lord Justice in the

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face of the impending High Court of Justice Bill, which, if it becomes law, will not require a second Lord Justice. This was stated fairly enough by Sir R. Collier on Monday, in reply to Mr. Winterbotham's question, with the intimation that "in the event of such an appointment becoming necessary," a short bill would be introduced to provide for a temporary appointment. But we are utterly astonished to find the Attorney-General declaring that he was not aware of any dissatisfaction in the profession at motions being heard on appeal by the Lord Justice sitting alone. Sir R. Collier has not, so far as we are aware, appeared in the Chancery Courts since the Lords Justices' Court became what Americans have called a "one-horse court;" and it would appear that he can have no acquaintances in any practice at the Chancery bar, otherwise he might have heard very much dissatisfaction expressed on account, not so much of arrears, as of the very uncomfortable result of having one judge overruling one judge. Lord Justice Giffard and Vice-Chancellor James are both exceedingly sound and able lawyers, and the respect felt by the profession for their judgments is as nearly equal as can be. It cannot fail, therefore, to be extremely uncomfortable, to put the inconvenience mildly, to have one of them sitting alone in judgment upon the other.

But however that may be, the second proposition of Sir R. Collier is sufficient to throw all minor criticism into the shade. "It does not require," says the hon. gentleman, "any prerogative of the Crown to enable it to refrain from exercising a prerogative." In terms that is true; but when taken in connection with Mr. Winterbotham's question and the facts of the case, which show that the appointment spoken of was not a part of the inherent prerogative of the Crown (as the appointment of the common law judges is), but a power expressly conferred on the Crown by statute, and in respect of which it is provided, as if to take away possible inducement to tamper with its exercise, that the salary shall not be suspended during a vacancy, it follows, as it seems to us, that this is a power in the nature of a public trust, which the Crown has no more right to refuse to exercise than it would have to abolish of its own mere motion the office of Secretary of State for India. For, of course, if the Crown can lawfully abstain for an indefinite period from filling up the vacancy, it can, by a continuance of such abstinence, practically abolish the office altogether.

THE FULL COURT for Divorce and Matrimonial Causes gave judgment, last Thursday, in *Mordaunt* v. *Mordaunt*. It will be remembered that the suit is by a husband for a dissolution of marriage on the ground of the respondent's adultery. After the commencement of the suit it was alleged that the respondent was insane, and this question was tried before a jury, who found that she was insane at the time of the service upon her of the citation, and that she remained insane ever since. Lord Penzance then made an order staying all further proceedings in the suit until the respondent should recover her mental capacity. The petitioner appealed against this order to the Full Court; and the majority of the Court, Lord Penzance and Keating, J., have affirmed the order (Kelly, C.B., dissenting), holding that the insanity of the respondent is a bar to a suit for dissolution of marriage.

Keating, J., rested his opinion upon the analogy of the case to a criminal proceeding and also upon the provision of 20 & 21 Vict. c. 85. He concludes his judgment by saying, "meanwhile he [the petitioner] is in the same position as he would have been in before the passing of 20 & 21 Vict. c. 85. The facts of this case are not before us, but should it upon those facts, in consequence of any peculiar hardship, be deemed one fit for legislation, of course there is nothing to prevent it." Lord Penzance based his judgment on the provisions and machinery of 20 & 21 Vict. c. 85, and thought that the petitioner did not come within the statute. Kelly, C.B., thought that there was nothing to exclude the petitioner from the benefit of the statute, and that "the Court should stay the proceedings from time to time as long as a reasonable hope remains that the respondent may recover, but that when that hope shall have ceased the petitioner should be permitted to proceed with his suit."

The result of the decision now arrived at is very unsatisfactory. Not only is there the authority of the opinion of Kelly, C.B., against this decision, but the arguments in favour of that view seem certainly stronger than those relied on by Lord Penzance and Keating, J. We have before pointed out (*ante* 350) that there is no real analogy whatever between a suit for dissolution of marriage and a criminal proceeding, and also that it has been decided that a lunatic may prosecute a suit for nullity of marriage (*Hancock* v. *Peaty*, 1 P. M. & D.), or for a divorce (*Parnell* v. *Parnell*, 2 Hagg. 169); the present decision, therefore, creates an anomaly, which indeed Keating, J., seems to think may be a proper case for a private Act of Parliament.

The case may yet come before the House of Lords and be again argued, and Lord Penzance expressed himself ready to give any assistance in his power for the purpose of facilitating the appeal.

THE GOVERNMENT ECCLESIASTICAL TITLES BILL which was read the second time in the Upper House yesterday week proposes to repeal Sir Robert Peel's Ecclesiastical Titles Act of 1851. The bill did not meet with a very favourable reception, and will probably, if it is to become law, experience still more discussion when it gets into committee. Long before the Reformation banished the Pope from England both temporally and spiritually, our Legislature found it expedient to restrain the interference of the incumbent of the See of Rome with matters in England. Certain statutes, for instance, were passed concerning the importation of bulls from Rome, enactments which the "regular clergy" or monks seem to have systematically disobeyed. They remained, however, in the statute book, a demonstration that the English in their nationality did not choose that the Pope should meddle in certain matters, and as such they probably served their purpose. When, in the reign of George IV., the modern principle of religious toleration was brought up to the length of "Roman Catholic Emancipation," the 24th section of the Roman Catholic Emancipation Act (1829), provided that since the Protestant Episcopal Church was established and the positions of its dignitaries settled by law, no other person should assume any title of archbishop of any province, bishop of any bishopric, or dean of any deanery, under pain of £100 penalty for each offence.

This section was considered as prohibiting only the assumption of titles already locally used by our own church dignitaries, although without doing any violence to its language, it might have been held to include titles not locally appropriated by the Church of England. When, therefore, in 1850, the Pope created what he chose to call episcopal sees in England, he considered himself, and was considered, as keeping beyond the pale of the Act of 1829, by assigning his bishops towns, such as Westminster, not locally associated with the name of any real English bishop. Sir Robert Peel's Act of 1851 was the outcome of all this, and that Act, after purporting to declare the law, forbad the assumption of any ecclesiastical title whatever, under a penalty of £100 at the suit of the Attorney-General. As a matter of toleration, it is sufficiently well known that these penalties are never sued for. Dr. Manning styles himself publicly Archbishop of Westminster, and Cardinal Cullen wears his red hat in Ireland, without the slightest apprehension that Sir R. P. Collier will institute proceedings against the one, or Mr. Barry against the other.

The principle on which the Government bill proceeds may be shortly stated to be this:—That Sir Robert Peel's Act has answered its purpose as a demonstration of the national Protestantism, and as a mere irritant had better be removed; also, as matter of detail, that since the Irish Church Abolition Act the surving bishops of the late

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Church of Ireland would be obnoxious to the Act of 1851; and that, as matter of principle concerning Ireland, the Act of 1851 is, so far as the Emerald Isle is concerned, "the last shred of disability" left untouched by the Irish Church Abolition Act. The bill proposes therefore to declare anew that foreign prelates are repugnant to law, and then abolish the £100 penalty by repealing the Act of 1851. The preamble recites that—

"It is not competent for any foreign prince, prelate, or potentate, or any other person whomsoever other than the Sovereign of this realm, to confer any title, rank, or precedence, or any authority or jurisdiction whatsoever, over the subjects of the realm, and all assumption of such authority or jurisdiction is wholly void."

And a subsequent proviso enacts that the repeal

"Shall not, nor shall anything in this Act contained, be deemed in any way to authorise or sanction the conferring or attempting to confer any rank, title, or precedence, authority, or jurisdiction, on or over any subject of this realm by any foreign prince, prelate, or potentate, or person whomsoever other than the Sovereign of this realm."

One characteristic of the bill is that it is intended to revive what, as we just now remarked, has been the practical *effect* of the Act of 1829—viz., a distinction between titles used by Church of England dignitaries (such, for instance, as "Dean of Westminster") and titles not so imposed (such, for instance, as "Archbishop of Westminster"). It would be confusing and indecorous, it is said, if such existing titles should be assumed. It seems to us that such a distinction is scarcely a judicious one. The English nation, very happily for itself, possesses a national faith which is not that of Rome, and it is a fundamental article of our law that the Pope has no jot of power, temporal or spiritual, within our territory. Our policy towards the Roman Catholic faith and its professors should be—perfect toleration, but not an atom of favour. As a spiritual political power the Papal Hierarchy has no existence in this realm; we ignore it completely. On that principle the Act of 1848, while authorising her Majesty to maintain diplomatic relations with "The Sovereign of the Roman States," forbad the reception as an ambassador of any person in Romish orders; though as a matter of *principle*, it would perhaps have been more consistent to have ignored the Roman Catholic orders. It would, we think, be better to complete our toleration of Ecclesiastical Titles foreign to our Church, by ignoring them *in toto*. As the proprietor of a certain educational establishment in Yorkshire remarked, when excusing himself for styling his place a "Hall," a man is free to call his house what he likes, and if he chooses to call it an island, no one has any right to object. So as to titles; if a respectable rate-payer chose to put a brass plate on his front door with "Bishop of Oxford" on it we do not think the law need meddle with him. As long as a Roman Catholic minister remains what he is, a Dissenting minister, it surely matters nothing whether he calls himself Bishop of Whitechapel or Bishop of London. On this principle it appears to us that it was as utterly improper to award to Cardinal Cullen at Dublin precedence as an archbishop, as it would be in another sense improper to deny him the courtesy due to a gentleman.

An objection was taken to the bill by Lord Cairns, that it still left the Irish Church bishops *in statu quo* by not repealing section 24 of the Act of 1829. But as those bishops are now bishops only by courtesy, without bishoprics, they are not obnoxious to what has, at any rate, been the accepted interpretation of that Act.

IT IS SOMEWHAT CURIOUS that an argument in the Common Pleas on a point of law reserved by the judge will result from the single election petition tried this year in England, though this did not happen once out of the numerous petitions heard before the judges last year. In the Bristol petition, tried before Baron Bramwell, various charges were made, but the only one substantiated was the charge of bribery by agents of the sitting member at the test ballot which had taken place. It was, of course, suggested that the money given for votes at the test ballot, was really intended also to influence the votes of the receivers at the election which ensued, but the judge held that this was not made out, and thus direct bribery was not established. It was, however, contended, on behalf of the petitioners, that the payments for votes at the test ballot, even if not meant to influence the particular voter at the election, amounted to bribery within the third sub-section of section 2 of the Corrupt Practices Act, 1854. This sub-section declares it to be bribery for any person to make any gift, directly or indirectly, to any other person in order to induce such other person to endeavour to procure the return of any person to Parliament. Now, there can be no doubt that the success of Mr. Robinson in the test ballot was an important step towards procuring his return. If he had been beaten then, he had agreed not to stand at the election; if successful then, he came forward with the prestige of being the candidate supported by a large number of the electors, and as the chosen representative of his party. Each vote given for him at the test ballot materially strengthened his position for the ultimate contest. It is, therefore, at least plausible to say that each person who voted for Mr. Robinson at the test ballot did endeavour to procure his return to Parliament. If that is so, it would be bribery to give money to anyone so to vote. At the same time it is impossible to suppose that the case was really contemplated by the Legislature when the Act was passed. The sub-section in question was aimed at the practice of buying a borough as it were by the purchase of the interest and support of influential individuals, which in former times at all events has been common enough in small boroughs. Still the section is general and would seem to cover payments for endeavouring in any manner to procure a return. We do not presume to predict what the decision of the Court of Common Pleas will be, but we think there can be no doubt that the point is one proper to be reserved for the full Court. It is quite a different one from that raised in several cases last year—viz., whether bribery at the municipal elections would affect the seat. This depended upon the question of fact, whether the payment was meant to influence the votes in both contests, which question Baron Bramwell has in the present case decided adversely to the petitioners.

The facts are to be stated in a special case and the Court has appointed Thursday next, the 9th of June, for the argument.

THE GRIEVANCE OF FALSE WEIGHTS AND MEASURES was before the House of Commons for the hundredth time last week. Adulteration has proved a difficult topic to deal with, but we do not think the same can be said of the sister grievance. An effective inspection may be established by providing that it shall never be a part of the officer's duty to send round to the shopkeepers to bring up their measures to be inspected, or to send word when he may be expected. We believe, however, that, in the metropolis at any rate, the deficiency is not in the detection, but in the punishment. This should be remedied by an importation of the French practice. After each conviction let a placard notifying the offence be fixed on the offender's shop; and it may be left in the justices' discretion to say how long it shall remain there.

THE BALLOT SCHEME.

No. I.

The Ballot Bill has now been printed and circulated, but the s econd reading has been deferred until after the Whitsuntide holidays, without any day being appointed for taking it. It does not therefore seem very likely that it will pass this session, for it can scarcely be sent to the Lords until so late in the season that the majority there will have a fair pretext for throwing it out, if, as will probably be the case, they should wish to do so. Still, even if the bill does not pass into law, there will

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be considerable discussion upon the details before it is disposed of.

The bill appears to us carefully drawn on the whole, especially as regards the elaborate provisions made to secure practical secresy as to individual votes. Indeed, assuming the object of the bill to be to combine practical secresy with the possibility of a complete scrutiny, its faults appear to us principally owing to the precautions for secresy being unnecessarily made so strict as to prevent the doings of returning officers and their subordinates from being sufficiently under the control of publicity to ensure confidence. We understand, however, that there will be a formidable opposition to the bill on the part of those who prefer a scheme giving absolute and inviolable secresy, with the possibility only of a partial or incomplete scrutiny.

The bill is divided into two parts, the first of which contains the new provisions for nominations and for taking the poll, and the second contains only two clauses amending the Corrupt Practices Acts and one as to construction. These latter clauses, though certainly important, may be more shortly disposed of than the clauses in Part I.

In the first place payments by or on behalf of a candidate, which ought to be but are not included in the return of election expenses made to the returning officer, are to be deemed to be corrupt provided that they could not lawfully be made by the candidate himself. This latter proviso is a somewhat curious one, because so far as we are aware according to the law at present no payment can lawfully be made on behalf of a candidate which cannot be made lawfully by himself, though the contrary appears to be assumed by the proviso in question. A candidate may be liable to heavier penalties than another person, and different inferences may be drawn from his acts than would be drawn from those of others; still, if lawful on the part of others they would be on his also. As far as it goes the section is an improvement in the law, but it will not be found in practice to have nearly so extensive an operation as its framers probably suppose. If they had gone on to say not only that such payments should be deemed corrupt, but also that they should be deemed to have been made "in order to influence the election of such candidate," the result would have been much more effectual, as the seat of the candidate would be forfeited where such payments were shown to have been made by agents, without any further inquiry being necessary. Take, for instance, the case of refreshments given on the polling day in contravention of the 23rd section of the Corrupt Practices Act. Such payments, even when made by agents of candidates, were held by the late election judges not to affect the seats, unless they could from the evidence draw the inference that the payments were corrupt *and* made "in order to be elected," or "in order to influence votes," which propositions have to be established in order to make out treating under the 4th section. Usually if the judge thought the payment was made to influence the election he held it to be corrupt. This, therefore, was the point to which he turned his attention mainly. After the alteration now proposed in the law is made, if the payment is not entered in the accounts the judge will have to deem it corrupt, but in order to decide the further point necessary to make the seat forfeited he will have to consider exactly the same question as he formerly had to decide in order to see whether the payment was corrupt or not—viz., whether the payment was made in order to procure or influence the election.

The other amendment of the Corrupt Practices Acts which is proposed is that no committees shall meet at public-houses, and no rooms at public-houses be hired for any purpose connected with an election, except for a public meeting at which the candidate is present. This will do a great deal to put down the treating which has been so general. It is to be hoped, however, that too strict an interpretation will not be put upon the clause; as otherwise it might be held that a person who visited the town either as candidate, agent, or the like, solely for the purpose of the election, and slept at an hotel, had hired a room at a public-house (the definition of which includes hotel) for a "purpose connected with the election."

We return now to the consideration of Part I., the substantial part of the bill, and this again we find relates to two distinct subjects, one the method of taking nominations, the other the method of taking the poll. The plan for nominations is a decided improvement upon the present system. The returning officer is to appoint a period of two hours at some room to be named for taking the nomination or election. During the two hours written nominations may be presented, and may also be amended if defective in point of form, or may be withdrawn. At the end of the two hours, if the number of candidates nominated and remaining in the field does not exceed the number of seats, they are to be declared elected. If the number does exceed the number of seats then a poll is to take place as a matter of course, and the election is to be deemed a contested one. Nevertheless a candidate may still retire if he pleases before the poll is taken, and if by such retirement the number of candidates is reduced to the number of seats then no poll is to take place, but the liability to such expenses as have been incurred by the returning officer is to remain notwithstanding the retirement of the candidate. The nomination papers are each to be signed by ten electors—a proposer and seconder and eight other electors—as assenting to the nomination. These ten electors are to be jointly and severally liable to their candidate's share of the expenses of the returning officer if the election is contested, but the candidate is to be at liberty to pay in their place, or repay to them anything they have paid. Under the present law candidates nominated with their consent are liable to their share of the expenses, and if a candidate is nominated without his consent his proposer and seconder are liable. In practice under the proposed law the candidate will always pay unless he has been nominated without his consent, and therefore no great alteration will be made. It would, however, be a convenience to provide that the candidate might undertake the original liability, leaving his nominators only liable as sureties for him, if at all. If a form were given to be signed by the candidate taking the liability on himself, and to be presented with the nomination paper, it would, we think, save much trouble to returning officers, without altering the result.

The provisions as to the ballot next claim our attention. We shortly noticed the nature of these clauses a few weeks since, and our readers are no doubt acquainted with the general character of the scheme. The details are, however important, and though, as we have said, carefully drawn, the bill does not give the various steps to be taken quite in the order in which they must occur. It may, therefore, assist even those who have read the bill, that we should give the steps in order. On the occasion of every contested election, the returning officer is to provide a sufficient number of ballot papers, with counterfoils. There is to be a number or mark on the counterfoil and a corresponding number or mark on the back of the ballot paper. On the face of the ballot papers are to be the names of the candidates with the figure of a square opposite to each. There are to be also certain printed directions on the ballot papers. The returning officer is to appoint in each polling place as many polling stations as he thinks convenient, and to provide a ballot box and one or more secret compartments within which voters may mark their ballot papers unobserved for each polling station. The returning officer is then to appoint a deputy returning officer, to act as presiding officer at each polling station. These presiding officers are the most important of all the officials engaged. There is no special qualification required for the office nor any remuneration named in the bill, but as they are to be deputy returning officers and the Act is to be construed together with the other Acts, they will be entitled to the same remuneration as deputies are

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now, which is two guineas a day in England. The presiding officer is not to take any oath, but he, together with other persons named, is to make a statutory declaration called a declaration of secresy and fidelity to office. In the form given, however, there is nothing about fidelity to office in any other respect than in the single matter of secresy. At present the law is different in England, Ireland and Scotland in respect of the qualification, oath and remuneration of deputy returning officers, and it is perhaps unnecessary to give the details, though we mention the provisions of this bill because we think the success of the scheme, so far as its obtaining public confidence is concerned, depends to a great extent upon these presiding officers being above suspicion. The returning officer is to give to each presiding officer a certain number of ballot papers, for which he is to give a receipt. On the polling day the only persons who may remain in the polling station are the presiding officer and his clerk, and one agent for each candidate, if the candidate likes to appoint one, or the candidate himself. It is left somewhat doubtful whether the candidates may visit the polling stations unless they take upon themselves the duties which an agent might perform, and if they do this they cannot afterwards attend when the returning officer adds up the votes. Before commencing the poll the presiding officer is to exhibit the ballot box empty to the agents of the candidates, if present, and is then to lock up the box. The voters will then be admitted, and they are not to be allowed to remain in the polling station a longer time than is necessary for voting. We presume some regulation will be made to prevent more than a certain number of voters entering together. The voter is then to state to the presiding officer his name or number on the register, as at present, but instead of having his vote recorded as now he is to receive a ballot paper. At this point a doubt occurs whether the agents of the candidates who are to be present are to have the powers and perform the duties of agents appointed to detect personation under the present law,—whether the questions are to be put and oath taken by the voter if required, and so on. Nothing is expressly stated in the Act as to this, but it is doubtless intended to be provided for by the general section incorporating all laws, &c., relating to polling, not inconsistent with the new Act. The only part directly inconsistent is the direction that an entry shall be made in the poll book against the vote in such cases "protested against for personation." This of course cannot be done, and no substitute for it is provided. The presiding officer, when he gives the voter his ballot paper, is to enter on the counterfoil the register number of the voter, and against the name in the register he is to put a mark showing that some person had voted in that name. The voter, on receiving his voting paper, is to retire to the secret compartment, and put a cross in the square opposite the names of the candidates for whom he votes. He is then to fold up the paper so as to show the mark on the back, and proceed at once to the ballot box, and, having exhibited the mark to the presiding officer, is to put his paper in the ballot box. If he or any other person makes any mark on his voting paper by which it may be identified, or if he wilfully displays his ballot paper so as to show how he has voted he is to be liable to two years' imprisonment. If, however, he spoils his ballot paper or deals with it in any way so that it will not give his vote as he wishes it, and proves this to the satisfaction of the presiding officer, and gives up the spoiled paper, the officer may give him another. The spoiled papers are to be kept separately by the presiding officer. If after one person has voted for a particular name on the register another person claims to do so, the presiding officer is to put the questions and administer the oath authorised by law and may then give him a voting paper, but this paper, when filled up, is not to be put in the ballot box and counted as a vote, but is to go into a separate packet of duplicate papers, which will consist, therefore, of tendered duplicate votes. No provision is made by the bill for other persons not on the register tendering their votes. At present any person whose name is struck off the register by the revising barrister may tender his vote, and in case of a scrutiny the revising barrister's decision will be reviewed. To complete the scheme of the bill a provision must be inserted providing for such tenders, the ballot papers being, of course, kept either in a separate packet or with the duplicate papers. One other case that may arise during the polling is provided for by the bill, which is the case of persons blind or unable to read or otherwise incapacitated from voting as other persons according to the Act. In these cases the presiding officer *may* secretly mark the voting paper as requested by the voter and put it into the box. At the close of the poll the presiding officer is first to seal up the counterfoils in the presence of the agents who may also seal the packet. He is then to open the ballot box, and taking out the papers, is to place them with their backs upwards, not looking at the faces or allowing any one else to do so, and is to seal them up. He is also to seal up the spoiled ballot papers, the duplicate ballot papers, and the unused ballot papers, and to make out an account showing the numbers in each of the four packets, which, added together, should, of course, give the total number of ballot papers for which he has previously given a receipt. The counterfoils are to be sent immediately to the Clerk of the Crown in Chancery; all the other packets are to go in to the returning officer. The latter, who is not to be permitted to act as presiding officer at any polling station, is, in the presence of agents of the candidates, who, however, are not to be the same agents as have attended at any polling station, to open the packets of used ballot papers and count the votes. He is to be bound to place them face upwards, so that neither he nor the agents can see the backs (on which, however, are only marks which without the counterfoils give no information), and he is to decide all questions arising as to the candidate for whom votes are intended to be given, and to reject all voting papers which are void, either from anything being written on them or from the voter having voted for too many candidates. His decision on these points is to be open to review on a scrutiny. Having thus ascertained the state of the poll he is to declare it. Besides this he may open the packets of spoiled duplicates and unused papers for the purpose of verifying the accounts returned to him by the presiding officers, but only for that purpose, and he is to seal them up again. He is not, of course, to reckon the duplicate papers in the poll, but it seems he is not even to look at them to see the number of votes given by them for the various candidates. Afterwards all the documents are to be sent sealed up to the clerk of the Crown, and are not to be opened by any one except under the order of a competent court, which is defined to be the House of Commons or any tribunal having cognisance of election petitions. As to the counterfoils the Court is not to order them to be opened until some vote has been shown to have been given by a disqualified person, and then only for the purpose of ascertaining for whom the vote was given. After the election the copies of the register showing which voters have received ballot papers, are to be open to inspection, and may be copied. All the documents sent to the clerk of the Crown are to be kept for two years, and then secretly destroyed unless the House orders the contrary.

We have now detailed, nearly in the language of the bill, but more nearly in their true order, the various steps to be taken. We propose next week to criticise these provisions, and at the same time to offer some remarks upon an alternative scheme.

Dr. Thomas R. Pearson, of Stowmarket, has been appointed (by Mr. F. B. Marriott, coroner) to be deputy coroner for Suffolk, and the appointment has been duly approved by the Lord Chancellor.

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THE SEPARATE ESTATE OF A WIFE.

No. II.

When we broke off at the end of our previous article, we had just begun to consider the liability of the separate estate in respect of the woman's "general engagements." It was once thought that something more even than mere writing was necessary to bind the separate estate, but any notion of that kind has now long since vanished. Lord Justice Turner summed up the authorities, as we have said, in *Johnson* v. *Gallagher* (9 W. R. 506, 3 D. F. & J. 515), and stated finally his conclusion that the separate property is liable to the general engagements. *Johnson* v. *Gallagher* has ever since been treated as settling that question; we need not, therefore, go behind it for the sake of the mere history of the topic.

In *Johnson* v. *Gallagher* Lord Justice Turner, like other judges who have touched the subject, was careful to guard himself from saying that the separate estate is necessarily bound by *every* general engagement. We must therefore examine the limitations of the liability. Before doing so it will be proper for us to observe that there is a good deal of confusion (due sometimes, we fancy, to the reporters, and sometimes to the judges) in the judicial statements about the married woman's inability to contract. It is said, for instance, that neither in law nor in equity can a married woman bind herself by contract. Now this is true only if taken literally. There is not the slightest difficulty about the matter. The fact is that neither in law nor in equity can the wife bind *herself* by any contract; she cannot by any contract give a *personal* equity against *herself;* but she may by contract bind or charge her separate property, so that the Court of Equity will assist the person with whom she dealt by laying its hand, *in rem*, upon that; and *quoad* her separate estate she can deal as though she were a *feme sole*. We will now return to the "general engagements" subject. Lord Justice Turner, in *Johnson* v. *Gallagher*, after establishing the general proposition of the liability of the separate estate, proceeded as follows:—

"I am not prepared, however, to go to the length of saying that the separate estate will in all cases be affected by a mere general engagement. The cases of *Jones* v. *Harris* and *Aguilar* v. *Aguilar* show that the engagement which, if the married woman was a *feme sole*, the law would create for the repayment of a void annuity would not affect it. It seems to follow that to affect the separate estate there must be something more than the mere obligation which the law would create in the case of a single woman. What that something more may be must, I think, depend in each case upon the circumstances. What might affect the separate estate in the case of a married woman living separate from her husband, might not, as I apprehend it, affect it in the case of a married woman living with her husband. What might bind the separate estate if the credit be given to the married woman, would not, as I conceive, bind it if the credit be not so given. The very term "general engagement," when applied to a married woman, seems to import something more than mere contract, for neither in law nor in equity can a married woman be bound by contract merely: *Aylett* v. *Ashton*."

Aylett v. *Ashton* (1 My. & Cr. 111) merely decides that there is no *personal* remedy against the woman; it was the case of a specific performance bill filed against her, and the Court observed that, though she could make her separate property answerable for her engagements, she could confer no right to a personal remedy against herself; for this reason the bill, which was framed as asking only a personal decree against the married woman, was dismissed. In *Jones* v. *Harris* (9 Ves. 493), the first of the cases cited by Sir G. Turner in the above extract, a married woman having separate estate had for valuable consideration granted an annuity; the annuity afterwards became void through the *laches* of the grantee in not duly registering a memorial as required by certain Acts. It was held that the grantee could not come into court as a plaintiff and claim as against her separate estate a resulting trust in his own favour for the amount of the purchase-money which he had paid. But this case and that of *Duke of Bolton* v. *Williams* (2 Ves. Jr. 155), which is to the same effect, are worth very little, because they seem to have gone on the fact of the plaintiff's own omission having caused the failure of the annuity. *Aguilar* v. *Aguilar* (5 Madd. 414) was another case of a void annuity; in the report of that case it is not stated that the annuity fell through in consequence of any omission on the grantee's part, but we do not see how it can have failed in any other way. Here the woman was the plaintiff; she had joined her husband in granting the annuity, charging her separate estate with it, and now came into court with a bill praying to have the separate estate exonerated. Vice-Chancellor Leach decided that she was entitled to ask that relief without by her bill offering, as any other plaintiff must have done, to repay the purchase-money. The Vice-Chancellor based this departure from the general maxim, "Who seeks equity must do equity," upon the fact that she could not be sued at law for the price, as any other person could have been, and hence, he said, there was no lien for the price upon her separate estate; he proceeded also to say (or the reporter makes him say) "that a *feme covert* could not, by the equitable possession of separate property, acquire a power of contract; she had a power of disposition as incident to property and her actual disposition or appointment of the property would bind her." That is a most unfortunate sentence: *nothing* could bind *her*, but it is distinctly true, as we have said, that as concerns her separate property the woman *can* contract as if she were a *feme sole*. We do not think that *Jones* v. *Harris* and *Aguilar* v. *Aguilar do* establish, as Turner, L.J., said, "that the engagement which, if the married woman was a *feme sole*, the law would create for the repayment of the consideration of a void annuity, would not affect it." We cannot, of course, say what might be ruled if, in the face of the above sentence, a similar point were to be raised anew, but we are inclined to think that if the question in *Aguilar* v. *Aguilar* were now being considered for the first time, it would be held that the wife, being perfectly able to charge her separate estate with an annuity, and having, in fact, granted an annuity for valuable consideration, she must, *quoad* the separate estate, be treated as any other suitor not under disability would have been treated with regard to his or her own property—that the Court, in short, would require her to offer repayment of the purchase-money.

It seems to us, in short, that Lord Justice Turner has deduced his inference as to the *intention* to be shown in each case, upon grounds which, when examined, hardly support it. There are, however, other cases in which this doctrine of intention is assumed. Thus Lord Langdale, in *Tullett* v. *Armstrong* (4 Beav. 319), says:—

"It is perfectly clear that where a woman has property settled to her separate use she may bind that property without distinctly stating that she intends to do so. She may enter into a bond, bill, promissory note, or other obligation, which, considering her state as a married woman, could only be satisfied by means of her separate estate; and therefore the inference is conclusive that there was an intention, and a clear one, on her part that her separate estate, which would be the only means of satisfying the obligation into which she entered, should be bound. . . . But in a case where she enters into no bond, contract, covenant, or obligation, and in no way contracts to do any act on her part; where the instrument which she executes does not purport to bind or to pass anything whatever that belongs to her; and where it must consequently be left to mere inference whether she intended to affect her estate in any manner or way whatever, the case is entirely different either from the case where she executes a bond, promissory note, or other instrument, or where she enters into a covenant or obligation by which she, being a married woman, can be considered as binding her separate estate."

Let us turn from these *à priori* investigations and see what was actually done in *Johnson* v. *Gallagher*. There a woman, living apart from her husband and having

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separate estate, carried on a trade, and in the way of her trade bought goods on credit. Turner, L.J., said :—"I think that where, under such circumstances, a married woman contracts debts the Court is bound to impute to her the intention to deal with her separate estate, unless the contrary is clearly proved. The Court cannot impute to her the dishonesty of not intending to pay for the goods which she purchased. The circumstances preclude the inference that she expected her husband to pay. . . . How then could she intend that the payment should be made otherwise than out of her separate estate?" Again, in *Picard* v. *Hine* (18 W. R. 178, L. R. 5 Ch. 277) a wife living apart from her husband contracted with the plaintiff to buy of him the lease of a shop. A specific performance bill having been filed, to which she and the trustee were made parties, praying a decree against her separate estate; Lord Hatherley, L.C., said :—"When she by entering into an agreement, allows the supposition to be made that she intends to perform the agreement out of her property, she creates a debt which may be recovered, not by reaching her, but by reaching her property."

The rule may be taken to be this :—Where a married woman enters into a contract which at the time she has no means of fulfilling except at the expense of her separate estate, the Court will assume her to have intended the honest consequence of her action, and will hold her separate estate liable. We do not, for instance, imagine that to a bill filed by a creditor seeking to avail himself of the separate estate, a woman would be heard to say that she never *intended* to pay at all, and so did not *intend* to charge his separate estate. Of course, as regards mere debts, the fact that the woman was living *with* her husband when they were contracted would afford an almost irrebuttable presumption that she did *not* mean to charge her separate estate. Whenever, as, for instance, was the case in *Hulme* v. *Tenant* (1 Wh. & Tu. L. C.), a wife having separate estate joins her husband in an obligation, there arises at once a presumption that it was with the view of binding her separate estate, since, unless that were the object, her joining would be a mere farce.

But before a creditor can enforce any remedy against the separate estate, he must obtain a decree, unless he can show a contract specifically charging a particular fund (*Davies* v. *McHenry*, L. R. 6 Eq. 462).

We may mention, with reference to solicitor's costs incurred by married women, the cases of *Murray* v. *Barlee* (3 My. & K. 208), *Callow* v. *Howle* (1 De G. & Sm. 534), and *Re Pugh* (17 Beav. 336). The first was a simple case of a "general engagement: the wife, living separate, incurred costs, and wrote promising to pay, but making no reference to her separate estate: it was held liable. In the second it was held that the mere transaction of business relating to separate estate vested in trustees, the solicitor having been employed as the solicitor of both husband and wife who lived together, was not enough to charge the separate estate with the costs. In the third a wife whose husband was imbecile employed a solicitor in certain matters relating, not to her separate estate, but to the rights of her children in a suit to which she was a stranger: her separate estate was held not liable.

We shall conclude our sketch of this subject next week.

RECENT DECISIONS.

EQUITY.

WIFE'S EQUITY—FORM OF SETTLEMENT.

Croxton v. *May*, V.C.J., 18 W. R. 375.

With respect to cases of this kind the Court will exercise its discretion, not only as to the relative apportionment of the fund between the wife and children on the one hand, and the husband on the other, but also as to the form of the settlement, particularly with respect to the limitation of the fund settled. With respect to the first branch of the subject, the proportion to be settled, suffice it to say that the old rule, which was to settle one half, has long been departed from (*Beresford* v. *Hobson*, 1 Madd. 362), and the Court is now governed by the circumstances of each case. In *Spirett* v. *Willows* (14 W. R. 941), three-fourths of the fund was settled; in *Carter* v. *Taggart* (5 De G. & Sm. 49), two-thirds; and the whole has been settled in cases of desertion and personal violence (*Gilchrist* v. *Cator*, 1 De G. & Sm. 466). The cases on this branch of the subject are collected in *Re Suggitt's Trusts* (16 W. R. 551), where Lord Justice Selwyn decided that the Court would not settle the whole of a wife's fund upon her and her children unless the husband was insolvent, or had been guilty of gross misconduct.

With respect to the ultimate limitation of the fund, the rule extracted by Lord Chelmsford is, that the ultimate limitation, in default of children, shall be to the husband, whether he survive his wife or not (*Spirett* v. *Willows*, 14 W. R. 941). In this case, as in *Croxton* v. *May*, the Court declined to give the wife the fund if she survived the husband. The principle on which the Court acts is, to let in the equity of the wife and children, and to that extent to exclude the husband's marital right. But as soon as that equity is satisfied (as in the event of the wife dying without issue), the marital right ought to revive; of course, in the absence of special circumstances, such as those pointed out in *Spirett* v. *Willows*—viz., where there has been misconduct on his part, or he is unable to maintain his wife, or the fund is extremely small. In general the ultimate limitation in default of children will be to the husband. The wife's equity extends to her children and to her own life if she have no child, but not beyond.

Where the marriage has taken place under circumstances which amount to a contempt, as by the marriage of a female ward without consent, a different principle applies. In such cases the ward's interest is to be consulted in the settlement, and that alone, unless the other and subordinate purpose of protection against the husband can be accomplished without any prejudice to the ward (per Lord Brougham, C., in *Birkett* v. *Hibbert*, 3 My. & K. 230). In a case of *Re Giles's Settled Estates*, recently before Vice-Chancellor Stuart, there had been a petition for the sale of an estate, and before any order was made thereon, one of the petitioners, then aged nineteen, ran away with, and was married to, a man without means. On a subsequent petition for payment of the proceeds to the parties absolutely entitled, including the petitioner (then of age) and her husband, the Vice-Chancellor declined to take her consent in court, and ordered the fund to be carried to her separate account, with a direction that the same should be held in trust for her for life for her separate use, without power of anticipation, with the usual provision for her children by her then or any future husband, and in default of children, for her next of kin as if she had never been married, thus excluding the husband altogether. The *ratio decidendi* here was, that the presentation of a petition under the Leases and Sales of Settled Estates Act puts an infant petitioner in the position of a ward of court. Vice-Chancellor Kindersley has held that payment of a fund into court under the Legacy Duty Act (*Re Hilary*, 13 W. R. 959), or under the Lands Clauses Act (*Re Wilts &c. Railway Company*, 13 W. R. 959), does not make the infant owner of the fund a ward of court. Payment into court under the Trustee Relief Act, however, has been held to make an infant a ward of court, where an order had been made in the matter, allowing her maintenance out of the fund (*Re Hodge's Settlement*, 3 K. & J. 213). And the true principle appears to be that the custody of the infant's property in every case draws with it the custody of the infant, and makes him or her a ward of court.

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COMMON LAW.

Distress—Railways—Fixtures.

Turnor v. *Cameron*, Q.B., 18 W. R. 544.

This case decides that the iron rails and sleepers of a railway cannot be distrained for rent. The question was "whether the rails and sleepers forming the railways under consideration continued to be personal chattels, or whether by reason of their annexation to the freehold they became fixtures." It was found in the case that the railways in question were private railways made for the better enjoyment of some collieries, and were so far permanent that they were intended to remain on the premises as auxiliary to the working of the mines until, at least, the expiration of the term for which the mines were let.

The only difficulty in the case was one of fact rather than of law. There is seldom any dispute as to the definition of fixtures; but the question usually is, whether particular articles have or have not become fixtures. This decision has now settled the question as to lines of railway.

Landlord and Tenant—Duration of Term.

Cornish v. *Stubbs*, C.P., 18 W. R. 547.

It is a general rule that the duration of leases for years ought to be ascertained either by the express limitation of the parties at the time of making the lease or by a reference to some collateral act which may with equal certainty measure the continuance of the term, otherwise they will be void. (Woodfall L. & T. 9th ed. 104.)

This rule was discussed in *Cornish* v. *Stubbs*. There was an agreement for a tenancy of a house and premises from week to week, determinable, therefore, by a week's notice; and it was in addition agreed that the tenant should have a reasonable time to remove his goods after the determination of the tenancy. The tenancy was duly determined by notice, but the lessor did not allow the tenant (the plaintiff) a reasonable time to remove his goods from the premises. The plaintiff thereupon brought this action against the lessor, in which the material question was whether such an agreement as that between the plaintiff and defendant was good in law.

For the defendant it was argued that the duration of the time beyond the week for which notice had to be given, was too indefinite to create an extension of the term, and that it was, therefore, void.

There was no direct authority upon the point, but Willes, J., referred to Littleton, section 69, where it is said that if a house be let to one to hold at will, the lessee shall have a reasonable time to take away his goods after he is put out. It was held in accordance with this passage from Littleton that there was no objection in law to the agreement, and that it operated as an extension of the term, "not for all purposes, but for all acts necessary for the removal of the goods."

There were some other points in the case, but none calling for any notice here.

Taxation of Costs—Practice—Fees Allowed to Good Jury Upon a Writ of Inquiry.

Vickery v. *London, Brighton and South Coast Railway Company*, C.P., 18 W. R. 549.

The judgment in this case contains some curious antiquarian information concerning the payment of jurors. The inquiry goes back as far as the reign of Queen Elizabeth, when it was apparently the custom, according to Smith's Commonwealth, that "the party with whom the jury have given their sentence giveth the inquest their dinner that day commonly; and this is all they have for their labour notwithstanding that they come some twenty, some thirty, or forty miles or more to the place where they give their verdict. All the rest is at their own charge." The custom as to paying jurors is traced from that period down to the present day, and the conclusion arrived at by the Court is that "so far back as living memory extends, the fee to a special juryman has been a guinea, and that fee appears to have been recognised by Acts of Parliament and sanctioned by the courts. It is true that it seems to depend upon usage, but many similar payments and most important rights and privileges have no other foundation than the usage and practice of the Courts, and, the payment in question being only a just and reasonable remuneration to the jury for their labour and services, we are of opinion that it may and ought to be sanctioned as it has hitherto been."

In accordance with this view it was held that a payment which had been allowed on taxation by the master of one guinea a-piece to each member of a "good jury," who had been taken from the special jury list and had assessed damages on a writ of inquiry was reasonable, and that the taxation ought not to be reviewed.

REVIEWS.

Elementary Precedents in Conveyancing: a Collection of Practical Forms Designed for Professional use and Suited to the Emergencies of Actual Practice. With Notes, and Table of Stamp Duties. By Thomas Wilkinson, Esq. London: Horace Cox.

This little collection of Precedents originally, we believe, appeared in a serial form in the pages of the *Law Times*. The intention of its compiler seems to have been to furnish a collection serviceable to articled clerks in the daily recurring demands of matters in which "time or expense (or both) prevents the employment of more formal and elaborate instruments." "It is sufficiently perplexing," says the author, "to peruse in Davidson or Prideaux strict settlements with their elaborate provisions for jointure, pin-money, portions, and the complicated machinery of remainders and cross-remainders, and to find in *actual* practice that your prosaic client wishes *his* settlement to comprise shares in a barge or a building society, a life policy, some furniture, and a renewable leasehold, without having altogether to rely upon one's unaided efforts to frame so heterogeneous a document; yet in everyday life perhaps the family estates are the exception, and the *very* mixed personalty the rule!"

A good collection of this kind would be useful in a solicitor's office; and might be used appropriately by a conveyancing clerk thoroughly versed in his business, to save the time otherwise devoted to inventing formulæ of his own.

The present collection includes many topics on which a practitioner called on to draw an agreement or other document with despatch may be glad of assistance—such, for instance, as an agreement to let a theatre, or to hire a steam-engine with option of purchase, besides a great many useful forms of notice and so forth. These latter will probably be found useful in solicitors' offices, especially in the country; but we fear young clerks could hardly be trusted with the precedents unless informed by better and fuller notes; and the notes in the present volume appear to us neither sufficient nor wholly reliable. At page 176, for instance, is given a form of receipt by a legatee for his share of residue, in which the legatee undertakes to execute a release: now if there were to be any notes at all it should have been noted here that, though a release is customary, the executor cannot *require* more than the simple receipt. Again, at page 225 is given a form for an "undertaking by a mortgagor on a second mortgagee discharging a building society's first mortgage." To this is appended a note in which it is stated that "the person entitled to the reconveyance is the person who is empowered to call upon the holder of the legal estate and to demand a re-conveyance from him of such estate," with a reference to Barry's Law of Building Societies, 114, and *Prosser* v. *Rice* (28 Beav. 68). Now, setting aside the absurdity of the sentence between the inverted commas, from which we should infer that its writer had no perception of the real bearing of section 5 of the Building Societies Act (6 & 7 Will. 4, c. 32), the note ought, instead of citing *Prosser* v. *Rice*, decided by the Master of the Rolls in 1859, to have cited *Pease* v. *Jackson* (17 W. R. 1, L. R. 3 Ch. 576), decided by Lord Cairns in 1868, the effect of which is to overrule Lord Romilly's decision in *Prosser* v. *Rice*. Again, we find no

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mention whatever, either in the table of stamp duties or elsewhere, of the building lease point decided in *Boulton's case* (18 W. R. 35). It is true that this latter subject may have received its development subsequently to the publication of the work in its serial form, but the preface professes that all the precedents and notes have been carefully revised, and the table of stamp duties appended, "since the completion of the work in its serial form."

The Indian Penal Code. By Angelo J. Lewis, M.A. London: W. H. Allen & Co.

This is the first of a series of "Indian Law Manuals" which Mr. Lewis is going to add to our stock of literature on Indian law. His plan, to judge from his treatment of the Penal Code, is to give a series of questions and to answer them in as near as possible the language of the Indian Legislature. This, Mr. Lewis admits in his preface is an "inelegant form," but he thinks it the best for imparting instruction to "the student who approaches the subject for the first time." We cannot agree with him in this *dictum*. His manual would convey but a poor idea of the Penal Code to a student who had never seen the original; although it would be very useful indeed to him, when he has studied the code itself, to test his knowledge by. To substitute it for the code would be to pander to what is the existing curse of the Indian Civil Service examinations, as far as law is concerned, viz.—cram. Mr. Lewis also thinks that the manual will be "not less appropriate to the young practitioner." Here, again, we are sorry to have to differ from him. To a few of the answers are appended brief notes, and these notes, although generally useful as far as they go, are in some cases wanting in that accuracy which is essential even in a legal work intended for a student, and the absence of which is fatal to a work intended for the practitioner. We may cite the notes to answers 20 and 240 as samples of what we mean. From the first the student would gather that rights, as distinguished from corporeal property, and *choses in action*, are in the English law synonymous terms. In the second case, extortion is described as the taking property with the consent of the owner, such consent being obtained by putting the owner in fear of *hurt*—whereas it should be in fear of *injury*. Hurt and injury are explained in the code itself—to cause hurt is to cause bodily pain, disease or infirmity (section 319); "injury denotes any harm whatever illegally caused to any person, in body, mind, or reputation, or property" (section 44). "Injury" is therefore a much wider term than "hurt," and Mr. Lewis's description of extortion is essentially incorrect.

The American Law Review. April, 1870. Boston: Little, Brown & Co. London: Stevens & Haynes.

The Law Magazine and Law Review. May, 1870. New Series. London: Butterworths.

The *American Law Review* for April does not contain anything of much interest to English readers. There is an article on "Contributory Negligence on the Part of an Infant," in which it is argued that the negligence of a parent or guardian in suffering a child to be exposed to injury ought not to bar the child's right to recover compensation for such injury from the person causing it.

"The right of a landlord to regain possession by force" is the subject of another article in which are discussed the well-known English cases *Newton* v. *Harland* (1 M. & G. 644), and *Harvey* v. *Bridges* (14 M. & W. 437), together with many other English and American decisions. There are also the usual digests of cases and book notices.

The subject most likely to attract attention amongst those treated in the *Law Magazine* for May is the review of the Civil Code of New York. This and the other codes (the Penal Code, Political Code, &c.) of New York have been already a good deal discussed in this country, and the article in this number of the *Law Magazine* does not add much to what has already been said on the subject. It has, however, the great merit of containing a clearly expressed opinion as to the merits, or rather demerits, of the code—viz., that it is "in a high degree meagre, ambiguous, and inaccurate. . . To the practitioner it will, except so far as it effects alterations in the existing law, be absolutely useless." There is also an interesting article by the Hon. W. Beach Lawrence on "The marriage laws of various countries as affecting the property of married women." It contains a great deal of valuable information in a very condensed form.

The remaining articles on The Law Military, The Diary of a Barrister (a long and very much "padded" notice of Henry Crabb Robinson), Friendly Societies, Mr. Justice Hayes, On a MSS. of Vacarius, Church Patronage, Compulsory Pilotage, and the Judicature Bills, are of the usual character. There are besides notices of a number of new books.

COURTS.

COURTS OF BANKRUPTCY.

Lincoln's-Inn-Fields.

(Before the Chief Judge.)

May 30.—*Re Hieistad.*

Bankruptcy Act, 1869, *s.* 84—*Case in which it was impossible to form a* quorum *of creditors.*

R. Griffiths applied for the direction of the Court under the following circumstances:—

An adjudication of bankruptcy had been obtained against a debtor who had four creditors only. At the first meeting but one creditor attended, and the registrar directed that the proceedings should stand adjourned. At the adjourned sitting the same difficulty arose, one creditor only being in attendance, and the registrar then reported the facts to the Chief Judge for his direction thereon. The question arose, what could be done? It was impossible to form a *quorum* of creditors, and the petitioning creditor had incurred considerable expense in obtaining the adjudication. By the 84th section it was provided that the Court might annul the adjudication unless it was deemed expedient to carry on the bankruptcy with the aid of the registrar as trustee.

Mr. Beard (solicitor), for the bankrupt.

The Chief Judge intimated that, in accordance with the terms of the section, it was incumbent on the petitioning creditor to make out some case for a continuance of the bankruptcy.

R. Griffiths said that the debtor being once in bankruptcy it was impossible for him to get out until he paid ten shillings in the pound, and it was important, therefore, in the interest of the petitioning creditor, whose claim amounted to £900, that the adjudication should not be annulled.

The Chief Judge intimated that the petitioning creditor should have come prepared with some evidence, but said that as the point was new he would adjourn the matter for a few days to give the petitioning creditor an opportunity of making out a case.

Solicitor for the petitioning creditor, *Chidley.*

June 1.—*Re Burton.*

Bankruptcy Act, 1869, *s.* 16, *rule* 166—*Issue of* subpœnas *for examination of alleged creditors.*

Mr. John Evans (solicitor), on behalf of the petitioning creditor under this adjudication, applied, pursuant to the 166th of the new rules, for *subpœnas* to examine the brother-in-law, the father-in-law, and other alleged creditors of the bankrupt at the first meeting appointed pursuant to section 16 of the Bankruptcy Act, 1869. The matter had been brought before the registrars, and they declined to issue the summonses, but referred the applicant to the court.

In support of the application it was stated that it would be to the interest of the general body of the creditors that *subpœnas* should issue for the examination of certain of the bankrupt's relatives who put forward proofs of debt and who intended to vote by proxy. The family claims were disputed by the petitioning creditor; and it was desirable that the proofs should be investigated, because, if admitted, the trade creditors would be outvoted, and the bankrupt's brother would be appointed trustee. The 166th rule gave the Court power to issue a *subpœna* for the attendance of a witness capable of giving evidence "concerning any matter in the Court," but the registrars were of opinion that the rule did not apply where the sole object of the petitioning creditor was to ascertain whether a debt was *bonâ fide* owing to the intended witness.

The Chief Judge said that doubtless in proper cases *subpœnas* might be issued, but the proper course in this case would be to allow the first meeting to take place, and, if the proofs were tendered and disputed, the registrar might, if necessary, adjourn, and he also might, if necessary, allow *subpœnas* to be issued for the attendance of witnesses. At present it was not requisite that *subpœnas* should issue.

Solicitors, *Evans & Laing.*

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APPOINTMENTS.

Mr. ROBERT DAWBARN, jun., solicitor, of March, Cambridgeshire, has been appointed Registrar to the March County Court, in the room of his deceased partner, Mr. F. J. Wise. He has likewise been appointed Clerk to the Justices of the March division, and also Clerk to the Local Committee under "The Contagious Diseases (Animals) Act, 1869." Among other appointments to which Mr. Dawbarn has been elected since the death of Mr. Wise, may be mentioned that of Clerk to the Board of Middle Level Commissioners, at a salary of £350 a year, and treasurer of the Isle of Ely. He has also become secretary to the March Gas and Coke Company (Limited), and clerk to the Charity Trustees. The stewardship of the manor of Chatteris has also devolved upon him. Mr. Dawbarn was admitted in 1846, and is the son of Mr. Robert Dawbarn, of Wisbeach.

Mr. BENJAMIN TERRY, solicitor, of Bradford, and an alderman of that borough, has been appointed by the West Riding magistrates acting for the division of East Morley, to conduct all cases of felony and misdemeanour. The object of this appointment, it is stated, is to prevent the compromising of cases deserving of punishment, and so to secure the more effectual administration of justice. Mr. Alderman Terry was certificated in Easter Term, 1843, and is senior member of the local firm of Terry & Robinson.

Mr. FRANCIS THOMAS SOUTHGATE, solicitor, of Gravesend, has been appointed Clerk to the Improvement Commissioners of that borough, in succession to his father, the late Mr. Francis Southgate, who held the appointment for forty-one years. During thirty-six years of that period, Mr. F. T. Southgate had been connected with the office, first as clerk and afterwards as partner, since taking out his certificate in 1842.

Mr. HENRY SNOWDON, jun., solicitor, of Leeds, has been appointed a Commissioner to administer oaths in Chancery.

Mr. JOHN JONES, of Newtown, Montgomery, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

POWERS OF EXECUTOR.

Sir,—I should like some of your readers to consider this case:—

A. dies possessed of shares in a railway company, and standing in his name at the date of his death. By his will he bequeathed these shares absolutely to B., whom he appointed his sole executor. B., on the production of the probate, got them duly registered in his name, as executor of the deceased. He now wants to get them registered in his own name absolutely, irrespective of his character of executor, and has tendered a transfer deed from himself as executor to himself absolutely, for registration accordingly; but the company refuse to accept the transfer, alleging it to be void, on the ground that a person cannot transfer personal property to himself alone. Of course it is no answer to this company's argument, but it is a well-known fact, that transfers of this nature are made every day at the Bank of England and in many railway and other companies. The question for consideration then seems to be, "Can a person, in his character of executor, transfer shares in a company to himself in his individual capacity, without the intervention of a trustee?"

I may add that the recent Act does not affect this case, applying, as it does, only to cases of transfer by one person to himself and another or others.

SUBSCRIBER.

BOND OF MARRIED WOMAN.

Sir,—In your Journal of the 28th ult. appears a letter signed "B., A Subscriber and Constant Reader," who inquires whether there is any objection to a married woman (living apart from her husband, but not judicially separated) entering into a bond, with sureties, to secure a loan to her, so as to bind separate estate which she has no power to alienate. I think such a bond would be quite ineffectual to charge the separate estate, and that it is very doubtful whether the sureties would be in any way liable under it, the bond not being binding on the principal.

June 2. T. C. S.

STAMP DUTY ON LEASES BILL.

Sir,—In our letter to you of last week "draft" leases was written by mistake for "all" leases.

SCADDING & SON.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 27.—*Occupation of Land in Ireland.*—The Earl of Longford presented a bill which would, he hoped, assist the discussion of the important measure about to come up to their lordship's House.—The bill was read a first time.

Ecclesiastical Dilapidations Bill.—The Archbishop of York withdrew his bill, in order to substitute another, which was read a first time.

The *Churchwardens' Liability Bill.*—The Marquis of Salisbury explained that the object of this measure was to relieve churchwardens from liability for the payment of fees, principally connected with the Archdeacon's Court, which, until the abolition of compulsory church-rates, were defrayed out of those rates. The fees at each visitation varied from 7s. to 20s., and churchwardens were often in a condition of life which made the payment inconvenient, while it was not fair to cast such a burden on persons whose services were gratuitous. As matters stood, there was danger of their not appearing at the Archdeacon's Court, though in that case their powers were invalid, or of difficulty in inducing persons to take the office. It had been suggested that the fees should be charged on the poor-rates, and a suit on that subject was now proceeding, but in the meantime it was only just to relieve the churchwardens.—The bill was read a second time.

The *Bankrupt Law Amendment (Ireland) Bill.*—The Marquis of Clanricarde moved that this bill be committed *pro formâ*, in order that it might be reprinted with numerous verbal amendments suggested by a legal body in Ireland.—The Lord Chancellor had learnt, on communicating with the Irish law authorities, that there was considerable objection both to the shape and timeliness of the bill. It was desirable that the English and Irish law should be assimilated, especially as to non-traders; but the Act of last session had provided that a bankrupt should not obtain his discharge unless he had paid ten shillings in the pound, that the official assignees should be superseded by creditors' trustees, and that persons should not be adjudged bankrupt on their own petition. On this last point, as well as on others, the bill would tend rather to divergence than assimilation, and it was desirable that more time should be given to test the working of the English law before the Irish was assimilated to it.—The Marquis of Clanricarde said nine years ago the then Attorney-General for Ireland had promised to bring non-traders under the bankruptcy law, which was the chief provision of the bill, yet nothing had been done.—The bill passed through committee *pro formâ*.

The *Ecclesiastical Titles Act Repeal Bill.*—The Earl of Kimberley moved the second reading. The Act of 1851, which this measure proposed to repeal, contained four clauses. The first declared and enacted that any brief or bull proceeding from the Pope pretending to establish any jurisdiction in this country should be void. The second imposed a penalty of £100 on the assumption of any ecclesiastical title under such pretended brief or bull; no suit, however, being brought without the consent of the Attorney-General. The third, which was not quite consistent with the rest of the Act, relieved from penalties the bishops of the Scotch Episcopal Church; and the fourth reserved the operation of the Charitable Bequests Act of 1844. The excitement under which that Act was passed had long passed away. As regarded the enforcement of penalties, the Act had been a dead letter, for no one had been sued; but it did not follow that the Act had been altogether ineffectual. It had been the cause of considerable inconvenience, and had, perhaps, to some extent accomplished the intentions of its promoters. As the penalties applied only to persons assuming the titles, the Act had not prevented the bishops of the Roman Catholic Church, whether in England or Ireland, from being generally and ostentatiously called by their sees. It had to some extent obstructed charitable purposes, and had prevented cordial intercourse between our authorities and the spiritual rulers of the Romish Church. Circumstances had greatly changed. The Church of Ireland had been disestablished, and, after the 1st of January

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next, apart from the titles of precedence enjoyed by particular individuals who then held bishoprics, and who were saved by a special clause in last year's Act, bishops who might be appointed in that Church would come under the provisions of the Act of 1851. This bill was to remove the last shred of disability remaining after the Irish Church Act. The preamble expressly declared that no foreign power can confer authority within this realm, and that this repeal should in no wise sanction the conferring any such authority. The result, therefore, of the bill would be that, while the penalty of £100 specially directed by the Act of 1851 against any person assuming a title contrary to that Act would no longer be retained, the general law of the country, declaring that no foreign jurisdiction should have any power or dominion in this country, would remain precisely as it was before. If he thought the Act could in the least check the ridiculous and extravagant pretensions put forth by Rome in the late *Syllabus* and *Schema*, he would be no party to its repeal; he believed, however, that it added no security to the enjoyment of our own religion, and that the old law would be quite enough to mark the national determination that no foreign jurisdiction should be exercised.—Lord St. Leonards protested against the bill.—Earl Russell thought the present a most unfortunate time for introducing such a bill. He should vote against it, unless much amended in committee.—Lord Cairns was surprised to find that the section of the Catholic Emancipation Act (10 Geo. 4), which imperilled the Irish bishops, was not touched by the bill. Moreover, that part of the bill which purported to continue the penalty against persons assuming titles in places where English bishops already held them would be objected to as inconsistent with the preamble.—The Lord Chancellor answered the objection that, after the present year, those Irish bishops whose titles were continued to them for their lives would be subjected to penalties, by urging that, on the true construction of the 24th section of the Act of 1829, the title of an Irish bishop would not come within the purview of the Act, because, the Irish Church having been disestablished, the designation would be one with which the law had nothing to do. The law could not object to the assumption of a title by the head of any religious society. The principle on which the Government acted was this: on the one hand they would not recognise any authority whatever in the persons calling themselves by such titles, but, on the other hand they would not inflict any penalty on a man for assuming a title which did not belong to the Established Church. But confusion might arise from two persons calling themselves by the same title, one being fictitious and the other having authority by law; and the assumption of the title in such a case would be both misleading and indecorous. No such difficulty could be created by the assumption of such a title as Archbishop of Westminster, and therefore the bill would apply only to the taking of such titles as did not clash with others.—Lord St. Leonards would withdraw his motion in the hope that in committee the bill might be so amended as to meet his views.—Lord Oranmore, while he altogether repudiated Ultramontane ideas, desired that every Roman Catholic should enjoy liberty and equality with all other subjects of the Queen. There were strong reasons for not passing this bill.—The Duke of Richmond said that in assenting to the second reading of this bill it was especially desired that the decision might not be construed as in any way offering homage to the Papal authority, nor as offering facilities for the government of the country being carried on under a Roman Catholic clergy. The bill would require very considerable amendment in committee.—The bill was read a second time.

The *Ecclesiastical Dilapidations Bill* was read a second time.

The *Mortgage Debenture Act* (1865) *Amendment Bill* was read a second time.

The *Railways* (*Powers and Construction*) *Bill* went through committee.

The *Bridgwater and Beverley Disfranchisement Bill.*—The Duke of Richmond and Lord Colchester censured the conduct of the Bridgwater Commissioners.—The Lord Chancellor did not think it necessary to take up the time of the House in defending the gentlemen who had undertaken the office of commissioners of inquiry at Bridgwater, because never was there a case so bad and so black as that of Bridgwater.—The bill was read a second time.

May 30.—The *High Court of Justice Bill.*—Committee.—The Lord Chancellor said that the judges, in the communication received from them, for which the bill had been postponed, had recommended that the rules should form part of the bill, but it was impossible to pass such a bulk through the Houses, numbering as the other House did 100 lawyers, by whom every rule would have to be discussed. That would be a mere waste of time. The bill originally proposed that the rules should be framed by the Court itself, but in deference to the objection that the judges had not the requisite time or leisure, he thought it best to entrust the work to a committee of the Privy Council, to include the Lord Chancellor, as the person charged with the duty of attending to measures for the amendment of the law, and the Chancellor of the Exchequer, who alone could properly determine the expenditure proper for achieving the work. It was never his intention to refer the question to those two officers alone, but he contemplated that they should have the assistance of many legal members of the Privy Council, and should continue to have the power of making and altering rules. The Lord Chief Justice, however, had strongly objected to this proposal as unconstitutional, urging that times might change and that it might be of the utmost importance to keep the independence of the courts wholly free from any influence of the Crown; Now, while seeing no cause for serious apprehension on this point, he proposed to get over the difficulty. The Lord Chief Justice had remarked that it would be very different if such a body were only to start rules, leaving afterwards to the Court complete power of modifying them, and this was what he now proposed. In the first instance the framing of the rules must be attended with considerable expense, and he proposed to entrust it to a committee of the Privy Council, consisting of the Lord Chancellor, the Chancellor of the Exchequer, the chiefs of the three Common Law Courts, the Judge of the Court of Probate, the Judge of the Court of Admiralty, and such other members as might be thought fit. The rules, it was provided, must necessarily be framed before the Courts came into operation, and this was fixed for Michaelmas Term, 1871. When once launched, the High Court would be able to add to or vary the rules, submitting such alterations to the Committee of the Privy Council, and of course laying them before Parliament. Moreover, to meet the wish of the Lord Chief Justice and other judges, that criminal business should be left as far as possible to the Court over which he so ably presided, he proposed so to amend the bill as to keep that high and ancient officer as president of one division, and to direct that as far as was consistent with the other provisions of the bill, criminal business should be allotted to that court over which the Lord Chief Justice should preside. The qualifying words were necessary on account of some matters, such as an indictment against a railway company for stopping up a road, being technically criminal, but really civil. He had received numerous applications expressing a desire that the bill should pass as speedily as possible, from mercantile bodies, from four or five large bodies of attorneys in the north, from the Metropolitan and Provincial Law Association, and from the Society for the Amendment of the Law; the resolution of this last body having been adopted at one of the largest meetings it had known, presided over by Mr. Mellish, an eminent member of the Common Law Bar. He hoped, therefore, that there would be no further delay.—Lord Cairns approved the alterations in the bill as far as they went, but doubted whether it would be wise to proceed with it this session. Parliament ought not to delegate to a committee of the Privy Council the framing of rules and principles which went to the root of all judicature. It would be impossible to put the Act into operation until a proper building was provided in which all the courts could sit.—Lord Westbury satirised the frequent changes in the bill, and recommended the Lord Chancellor to withdraw it, and to introduce into it the rules and regulations which he now proposed to refer to the Privy Council. The bill was not to come into operation until November, 1871, and if this advice were adopted there need be no delay. If the bill were passed he should have nothing to do with its further progress.—Lord Penzance said that it was beyond the competence of Parliament to deal with all these technical rules of procedure. Still he disapproved a reference in the second instance to the Privy Council; he would rather leave the judges to amend the rules according to their experience and the necessity of the case.—The Duke of Richmond hoped that if the Lord Chancellor refused to

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withdraw the bill for the present session Lord Cairns would take the sense of the House against it on the third reading.—Lord Granville would not much care to sit and hear the law Lords displaying their ingenuity, and forensic skill in tearing to pieces these technical clauses.—Lord Salisbury said they ought not to delegate to a body over which they had no control, functions which touched so deeply the power of Parliament and the principles of the Constitution.—Lord Romilly, while approving the principle of the bill, agreed that it had better be postponed.—The Lord Chancellor said that the opposition given to this bill would not encourage the Government to originate its law bills in that House. He defended the bill. Not a single principle of it had been changed, and it would be a sheer waste of the strength of Parliament to introduce 400 or 500 clauses embodying the rules and procedure of the High Court of Justice. To postpone it till next session would be to postpone indefinitely a measure which the whole legal profession agreed in desiring.—Lord Cairns said he should oppose the third reading. The bill was framed on erroneous principles.—The bill passed through committee.

The *Sequestration Bill* passed through committee.

The *Mortgage Debenture Act* (1865) *Amendment Bill* passed through committee.

The *Railways (Powers and Construction) Bill* was read a first time and passed.

The *Irish Land Bill* was read a first time.

May 31.—The *New Lectionary.*—The Lord Chancellor presented a bill intended to give effect to the report of the Ritual Commission on this subject. The bill was read a first time.

The *High Court of Justice Bill.*—Lord Cairns gave notice that on the report of this bill as amended he should move a resolution, by way of amendment, staying its further progress.

The *Felony Bill.*—Lord Westbury moved the second reading. By a great number of statutes the Crown had been permitted to mitigate the operation of the penalty of forfeiture of property on conviction of treason or felony, by making grants for the benefit of the convict's family and other purposes. In minor cases it had long been the practice not to seize goods and chattels with a view of deriving any profits from them, but to deal with them in a merciful manner for the purpose of meeting the necessities of the convict's family. The bill proposed that henceforth such property should be vested in an administrator to be appointed by the Crown, and that it should first of all be liable to defray the costs of the prosecutor, if he had not been otherwise entirely reimbursed. It proposed that the property should next be liable for the payment of debts justly due by the convict at the time of his conviction, thus remedying the anomalous state of the law under which creditors, unless they had obtained judgment, were debarred payment, no matter how large the amount of personal property which the convict had forfeited. The bill next proposed that the administrator should be empowered to make compensation to a limited extent to any person defrauded or injured by the criminal act of the convict; and, lastly, that he should make allowances for the support of the convict, who might be at large under a ticket-of-leave, and for the support of his family. The administration would operate until the sentence pronounced, or any sentence substituted for it, had been fully completed, or until a pardon had been issued. During this period any property accruing to the convict would come within the possession and control of the administrator, who, on the expiration of the term, would be bound to restore to the convict all that remained of his property, and to give him a full account of his administration. There was a provision empowering the Court, in cases where the property was small, to appoint the administrator. The second clause directed that conviction for treason or felony should be attended with the forfeiture of any office, pension, public employment or emolument derived out of any public funds, and also with disqualification for any public employment under the Crown, whether naval, military, or civil, and for any ecclesiastical benefice. The disqualification would also extend to sitting in Parliament, and to any Parliamentary or municipal franchise. He thought their lordships would recognise the expediency of dealing with the property of felons in a systematic manner, and the bill, after undergoing the ordeal of a select committee in the other House, had received the approval of the Home Secretary. He proposed to defer the committee for a fortnight in order that the provisions of the bill might be fully considered. The Lord Chancellor said that the principle of the bill was one which all their lordships would approve, and that the select committee by whom its details had been scrutinised was so constituted as to entitle it to confidence. The bill was read a second time.

The *Norwich Voters Disfranchisement Bill* passed through committee.

The *Bridgwater and Beverley Disfranchisement Bill* passed through committee.

HOUSE OF COMMONS.

May 27.—*False Weights and Measures.*—Lord E. Cecil moved, "That this House is of opinion that the present state of the law as regards the use of false weights and measures, and the prevention and punishing of adulteration of food, drink, and drugs, is most unsatisfactory, and demands the early attention of her Majesty's Government."—Mr. T. Hughes seconded the motion, which, after some ventilation, was withdrawn.

The *Burials Bill.*—Committee.—In consequence of the lateness of the hour and the opposition to the bill, the debate was adjourned before the first clause had been considered.

The *Public Schools Bill.*—Adjourned debate again adjourned.

May 28.—*The New Law Courts.*—In answer to Alderman Lawrence, Mr. Ayrton said the plans were far advanced; they involved difficult questions and had taken more time than he expected. A plan should be produced by the time any vote was asked.

The Magistracy of Lancashire.—In reply to Mr. Cross, Mr. Gladstone said it had been felt that the mode of appointing magistrates in the county of Lancaster recently introduced had not been satisfactory, without attaching any blame to any party or any person in particular. In former times the magistrates of the county of Lancaster were appointed, like all other county magistrates, on the recommendation of the lord lieutenant of the county, only that the chancellor of the duchy discharged the same function on the part of the Crown as the Lord Chancellor discharged in the case of other counties. It had been arranged simply to return to that ancient practice.

Copyright Arrangements with America.—In reply to Mr. Macfie, Mr. Otway said that, as negotiations were still pending on the subject between her Majesty's Government and the Government of the United States, it was impossible now to state what the tenour of those arrangements would be. The question was difficult, and the Secretary of State desired to confer with certain eminent authors and publishers on the subject. The General International Copyright Act might be put in operation by the Crown by order in council in favour of any country which conceded reciprocal advantages to this country. A convention with the United States would be within the power given by that Act, and therefore would not necessitate further legislation on the subject.

The *Court of Appeal in Chancery.*—Mr. Winterbotham asked the Attorney-General whether his attention had been called to the state of the Court of Appeal in Chancery; and whether he was aware that there had been only one Lord Justice of Appeal since August last; that causes could be heard on appeal only by two Lords Justices sitting together, or by the Lord Chancellor; that the Lord Chancellor had sat only upon eleven days, or fragments of days, since the 23rd of March, and had in that time heard only one cause; that forty-seven causes were already waiting to be heard on appeal, and if he supposed that they would be heard before the long vacation, considering the present state of the Court of Appeal; whether his attention had been drawn to the fact that there being only one Lord Justice causes on appeal from the Vice-Chancellor of the Duchy of Lancaster could not be heard except by making the Chancellor of the Duchy, who was not a lawyer, one of the Judges of Appeal; whether he was aware that dissatisfaction was felt at motions being heard on appeal by one Lord Justice sitting alone; whether the Government intended at once to appoint another Lord Justice in the place of the late Lord Justice Selwyn; and by what prerogative the Crown abstained from filling up judicial posts created by statute.—The Attorney-General said that of course he was aware of the fact stated in the first question. In respect of the state-

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ment that the Lord Chancellor had only sat eleven days or fragments of days since the 23rd of March, and in that time had only heard one cause, he had to observe that he had been informed that one cause was an exceptionally long one. He was aware that forty-seven causes were already waiting to be heard on appeal, but he believed they had been only entered four months ago—in February. He was informed by the Lord Chancellor that he intended to sit during the Whitsuntide recess, and that his Lordship expected all the appeals would be cleared off before the long vacation. There was some difficulty with respect to appeals from the Duchy of Lancaster; but those appeals were very rare. There had been only one for a long time, and that of itself would hardly justify the appointment of another judge, if there were not other reasons for such an appointment. He was asked whether he was aware that dissatisfaction was felt at motions being heard on appeal by one Lord Justice sitting alone. In reply, he had to say that he was not aware of such dissatisfaction. With regard to the inquiry as to whether the Government intended to appoint at once another Lord Justice in the place of the late Lord Justice Selwyn, he need not remind the House that two bills of a very important character were now pending in the House of Lords. If those bills should pass, the office to which the question of his hon. and learned friend related would be put an end to, or, at all events, be considerably changed. Under those circumstances, the Government would not feel justified in at once appointing another Lord Justice; but, in the event of such an appointment becoming necessary, it was not improbable that a short bill would be introduced to enable the Government to make an appointment of the kind for a limited period. To the last question he had to reply that it did not require a prerogative of the Crown to enable the Crown to dispense with the exercise of a prerogative.

The *Irish Land Bill* was read a third time and passed.

The *Stamp Duties Bill* was read a second time.

The *Game Licences Bill* was read a second time.

The *Married Women's Property Bill* was read a third time and passed.

May 31.—The *Benefices Bill* was read a third time and passed.

The House adjourned till June 9.

SOCIETIES AND INSTITUTIONS.

UNITED LAW CLERKS' SOCIETY.

The annual festival of this society was held on Friday evening, May 27th, at the Freemasons'-hall, Great Queen-street, when a goodly number of members—about 300—dined together under the presidency of Vice-Chancellor Sir W. M. James. The attendance of visitors was not so numerous as on some former occasions, but the company included Dr. Vaughan, the Master of the Temple, the Rev. F. F. Statham, the Hon. Mr. Romilly, Dr. Spinks, Q.C., Mr. Secondary Potter, Mr. J. N. Higgins, Mr. Butler Rigby, Mr. J. Edwards, Mr. F. A. Philbrick, Mr. W. M. Walters, Mr. J. S. Addison, Mr. J. G. Lewis, Mr. J. Watson, Mr. N. C. Milne, Dr. Stallard, Mr. Reep, Mr. Brodrick, Mr. Flood, &c.

After the health of "The Queen" and "The Prince and Princess of Wales" had been proposed in appropriate terms and cordially received,

The CHAIRMAN gave "The Army, Navy and Volunteers." He said that most of those whom he saw around him were men of peace, and if any members of either the army or navy were present he hoped they would pardon him for expressing a hope that there would be little opportunity for them to show of what sterling stuff they were made, and that those who had to perform the functions of legal advisers to the great powers would give to their clients the same advice which his friends present he knew were in the habit of giving to all who would take it, viz., to keep out of litigation, and especially of that kind in which the appeal was to wager of battle. He could not forget, however, that amongst their own ranks there were a great many volunteers; and, remembering the old story of the Quaker, who —though forbidden by his principles to engage in strife— when the vessel in which he was a passenger was attacked by a privateer, had no scruple in pushing one of the assailants overboard, with the words, "Thee has no business here," so he hoped the volunteers, though pre-eminently men of peace, would, if any hostile force ventured to break and enter into our soil, close and freehold, show that they had learned the maxim, "*Molliter manus imposuit*," and say, "Friends, you have no business here."

Mr. JOHN EDWARDS having suitably responded on behalf of the volunteers,

The CHAIRMAN rose to propose the toast of the evening—"Prosperity to the United Law Clerks' Society." It was said that every English Protestant of any means had a father confessor in his attorney or solicitor; and it was certainly true that to all branches of the profession the most important rights of property and the most important secrets of titles and families were necessarily confided. Few, except those who knew the inner working of the professional labours of solicitors, knew how much of that secret confidence was necessarily reposed in the humbler members of the profession—the law clerks, and how honourably and conscientiously that trust was fulfilled. (Cheers.) Those who filled the office such as he had the honour now to hold knew very well how much of the work of the profession was necessarily done by that class; work which was not done in the light of day—not before the footlights of the stage—not to listening senates or applauding audiences; but their labours were performed in the murky recesses of dark chambers and ill-lighted offices; and in such places they discharged those duties with an ability, zeal and conscientiousness which, personally, he was only too ready to acknowledge, and to which he had been personally greatly indebted. Unfortunately, however, it was a profession which, from the very nature of the case, was, at the very best, but slenderly remunerated, and too often but very inadequately paid. The means of the great number of law clerks are but scanty at the best, and they were exposed to double vicissitudes. Their own health might fail, their intellects might be overworked, or they might be suddenly cut off. And they were also exposed to the same vicissitudes which might occur to their employers, and then the clerks had to suffer, being thrown out upon the world, and very often finding great difficulty in obtaining a similar position to that which they had lost. These circumstances, some years ago, had struck a few good, active and enthusiastic men, who founded the Law Clerks' Society, a society which even now was but young, for it was his professional junior by one year, for he found that, whereas he was called to the bar in 1831, this society came into existence in the year 1832. It began with the efforts of a few enthusiastic men, who said to the clerks, Help yourselves and help will be found for you; and they also said to the employers—to barristers as well as to solicitors—to those to whom the lottery of life had assigned the higher prizes of the profession, Help these poor fellows to help themselves. Such was the appeal that was made on one side; and how successfully that appeal was made was shown by the report which had been handed round, and which was to be taken as read as part of the proceedings of the evening. He must say that he should wish it to be taken as read as part of his speech, for a more eloquent statement or a more powerful appeal on behalf of the society it was impossible to form than was contained in this simple, unpretending narrative of that which the society was, that which it had done, and that which it had now grown up to. He would therefore consider that he had read it to the meeting as part of his address, and, having done so, he might be allowed to say that he did not think it would do the society any harm if he let the meeting into what he conceived to be the great secret of its success. The founders and promoters of the society had applied to one of the strongest feelings which animated the English heart, even if it did not that of the whole of the human species, viz., the strong desire which everyone seemed to have to get a great deal more than their money's worth for their money. They said to the young men, We know it is very hard upon you, it will be an effort of self-denial to begin out of your small means making the necessary savings to entitle you to be a participating member of this society; but then, if you do make the effort, we will add another pound to your pound, and so you will really get twice your money's worth. That was certainly a great temptation to them. On the other hand, they said to the employers, Assist these clerks, for every pound you give them will lead to their giving a pound for themselves; so that if you subscribe you will get twice the benefit. Everything, therefore, told twice in that way, to say nothing of this further consideration, which he thought was a very strong one, that the employers after all got a great deal more than their money's worth, because they secured the services of a set of men who had

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shown the prudence and self-denial which these men must have shown in order to obtain for themselves the benefits of this society. How well this motive might now be presented was shown by the present state of the finances. To any young men who might be hesitating whether or no they should join, he would say, Look here, there are £40,000 and upwards in hand to secure your full share of benefit for anything which you subscribe; and, on the other hand, to those who are asked to contribute in the way of donations or subscriptions to this most excellent society, it might be said, In return for what has been given, the young men have themselves subscribed during the last year more than £2,000. There was an old French proverb which said there is nothing that succeeds like success; and he hoped that the present amount of success was only the omen of the still greater prosperity of the society; in future that the donations would stimulate the subscriptions, and that the subscriptions in their turn would stimulate the donations, until perhaps it would not be unreasonable for him to hope that after the lapse of some thirty years more, somebody who had then arrived at his position, having now just been called to the bar, might then fill the chair and say, looking back to the present day. Those were the days of the society's infancy, since then see what we have grown into. He hoped that such would be the result of the past and present efforts, and before sitting down he would only take leave to say, that though he was a little disappointed at finding that his friend, the Master of the Rolls, who had promised to attend, was not able to be present, still he had sent him a note expressing his regret, and asking him to present on his behalf an additional donation of ten guineas to the fund.

Mr. Joseph Addison proposed the next toast, "The Lord Chancellor and Patrons of the Society." He said that on looking over the list of patrons he found amongst them the names of the Lord Chancellor and Lord Chelmsford, and he was quite sure that not only in no assembly of lawyers, but in no assembly of Englishmen, would such names be received in any but the most cordial manner. The Lord Chancellor was known to them all; his high legal attainments and the dignity and kindness of his manner had endeared him to every member of the profession, for not even a lawyer's clerk could go before him who was not treated with kindliness and respect. Lord Chelmsford also, whether as a sailor, a barrister, leader of the bar, senator, Lord Chancellor, or as a member of the highest assembly in the realm, had gained the respect and esteem of everyone with whom he came in contact. He thought the society had a right to be proud of two such patrons, who, notwithstanding the differences of their views in politics and in many other matters, met together to forward the interests of the Law Clerks' Society.

Dr. Spinks, being called upon to respond, said he also had looked at the list of patrons, but had not found himself much assisted thereby, inasmuch as he was not able to picture to himself what were the feelings of a Lord Chancellor or a past Lord Chancellor? However, he apprehended the health of these high legal luminaries was proposed not because of their exalted station, but as being patrons of the society, and if he ever should attain to the same distinction he should consider it one of the proudest positions he could hold, because it would show that he had won the respect of every member of the profession to which he belonged; and having attained such a position he should consider it no more than his duty to lend what aid his name could afford to a society so well worthy of assistance. He must still, however, say that the true patronage of the society was in the hearts of its members. Any who were not already members he would urge to become so, and would ask them to bear in mind that the greatest benefit they would thereby derive was not merely the obtaining two pounds for one, but the peace of mind which ensued upon making provision for the day of sorrow, and which alone could enable a man to do his duty faithfully and fearlessly in whatever sphere he was placed.

The list of donations, amounting on the whole to about £300, was here read by the secretary, Mr. Rogers, amidst repeated marks of approbation from the audience.

Mr. J. Napier Higgins proposed the health of the chairman, not as a new friend of the society, but as an old benefactor. He would not attempt to make a speech, but on behalf of the members of the society with which he had for some years been identified he might express their gratitude for the dignified manner in which the duties of the Chairman had been discharged. He would not attempt to describe what he had done for the society, but he might be permitted as a member of the bar to say that there was no one who had not a good word for him, when he was raised from the ranks to the elevated position which he now held, and although he had now reached the bench, and a marked line was thus drawn between him and his ancient fellows, he had not forgotten the body of men of whom he had spoken so feelingly that evening. He was sorry that he was not supported by more members of the bar, but he knew that many had taken advantage of next day being a holiday to go out of town.

The Chairman, in responding, said it would be very pleasing to him if anything he could do or say was of any permanent or practical benefit to the society in whose cause they were assembled, and in acceding to the request which had been made to him to preside on that occasion he had felt it to be one of the duties attached to the position to which he had by good fortune attained, to do all that lay in his power to assist the humbler and more struggling members of the profession. As to the broad line of demarcation which Mr. Higgins had spoken of, he must say he was not aware of its existence, for he still considered himself a member of the English bar, whose duty it was to perform the functions connected with the administration of justice, though he now sat on the other side of the well to that which he formerly occupied.

Dr. Vaughan, in proposing "The Bench, the Bar, and the Profession," said he was happy to think that the days were not yet come when an English clergyman was out of place in an assembly of lawyers, and he did not believe that any of the perils with which his church was now-a-days threatened would alter her position so long as she did her duty in the hearts and affections of Englishmen. It had been his good fortune, during the course of his career, to have been acquainted with judges, barristers, and solicitors, and he could say with truth that as the bench was the dream of his childhood, and as the bar was the ambition of his youth, so in his later days he counted it a great boon to be brought back to minister in another sphere amongst those honoured men in whose ranks he had once expected his own name would have been enrolled. He could scarcely imagine any one less worthy to give the toast with which his name had been associated unless it were from the deep reverence with which he regarded the one, and the admiration which he had ever felt for the oratory of the other, and the deep esteem which in many parts of the country he had had to foster for many of the solicitors and attorneys of England. He had often heard it said, by one of the most distinguished men of the bench, that judges felt they had to rely upon the bar for a large part of the efficiency with which they were able to discharge their duties, and in the same way he believed the bar were always ready to acknowledge the assistance which they received from the solicitors; and he might also go a step further and say there was probably not a solicitor in the room who would not acknowledge that he was under a deep obligation to his responsible clerks—that branch of the profession which was one grade above that to which he counted it a great privilege to be permitted to minister; and he might venture to say that amongst some of those junior clerks he found abilities and good qualities which might eventually raise them to a position in which they would adorn the bar if not the bench.

Mr. F. A. Philbrick, who was called upon to acknowledge the toast, said he fully concurred in the truth of what had fallen from Dr. Vaughan, that the profession of the law always had in itself the germs of education for all its branches. He might illustrate this by reference to his own experience, when in times gone by, as a law clerk, he had sat up late to engross a deed or copy a brief, and he could well understand, from old association and from his intimate connection with those who formed the bulk of the assembly which he had the honour of addressing, that deep sense of honour, that strong fidelity, and that unswerving love of truth which characterised the profession as a whole, and which he believed permeated every branch.

The health of "The Hon. Stewards" was afterwards proposed by Mr. Butler Rigby, and acknowledged by Mr. Wm. Walters. Dr. Stallard proposed "The Trustees," and the Rev. F. F. Statham proposed "The Ladies," which concluded the proceedings.

The musical arrangements, under the direction of Mr. Chaplin Henry, gave great and general satisfaction.

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JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 8th of June, 1870, at 8 p.m., precisely, when Mr. F. Worsley will open a discussion on "The Liability for Accidents of Masters, including Railway Companies." Mr. Charles Clark will preside.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday last, the 31st of May, Mr. L. Hunter in the chair, the question for discussion was No. 455 Legal:—"Is a solicitor mortgagee, who acts for himself in a redemption suit, entitled to costs, beyond those out of pocket?" *Price* v. *McBeth*, 12 W. R. 818, 33 L. J. Ch. 460; *Sclater* v. *Cottam*, 5 W. R. 744. Mr. Galloway opened the debate in the affirmative, and Mr. A. G. Harvie, in the negative; and after a well-sustained discussion the society decided the question in the affirmative.*

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1870.

The final examination of candidates took place on the 30th and 31st of May, at the Hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Benett, of the Court of Common Pleas, Mr. Frederic Ouvry, Mr. John Henry Bolton, Mr. Edward Frederick Burton, and Mr. John Young.

QUESTIONS.

I.—Common and Statute Law and Practice of the Courts.

1. On what contracts is an infant liable; and is a father liable on contracts of his infant son, under any, and if any, what circumstances?

2. Explain the difference between penalties and liquidated damages?

3. What is a tender? How should it be made, and what is the effect of encumbering it with any conditions or reservations?

4. Under what circumstances is interest recoverable on a debt?

5. A married woman is entitled to money secured to her by a bond; who is entitled to the money in the event of the death of either the husband in the lifetime of the wife, or of the wife in the lifetime of the husband, before the debt is paid?

6. Is it necessary to call the attesting witness (if any) to prove the execution of a deed or written instrument, under any, and if any, what circumstances?

7. What is a set-off; and give instances in which cross demands can, and cannot, be set-off against each other?

8. What are the limits of the jurisdiction of the county courts, and what are the amounts which the plaintiff must recover in actions founded on contract, and on tort respectively, to entitle him to his costs if he sue in the superior court?

9. When several actions are brought by the same plaintiff against several defendants in respect of the same cause of action (as, for instance, against several underwriters on a policy of insurance), how can the defendants avoid the expense of several trials of the same question?

10. What is the meaning of "the venue," and explain the different kinds of venue.

11. How long does a writ of summons remain in force; and how is it kept in force if it cannot be served within the time; and within what time is a plaintiff out of court, if he takes no further step after the service of the writ?

12. A. obtains a judgment against B., to whom C. is indebted. Is there any mode in which A. can get C.'s debt to B. applied in or towards payment of the amount of his judgment against B.? and if so, explain the proceeding.

13. What steps should be taken to enforce payment of money under an order for payment made by a judge, or master at chambers?

14. If a person is sued for £50 of which he admits that he owes £30, but did not tender it before action, what steps should he take to avoid further liability for costs in the event of the plaintiff recovering no more than the £30?

15. Describe the proceeding to be taken for the protection of a person having money or goods in his possession, in which he has no interest, but which two or more other persons separately claim from him.

II.—Conveyancing.

1. State the ordinary trusts of a marriage settlement, the gentleman settling £10,000, the lady £5,000.

2. To what extent may a vendor, selling by auction, bid, or authorise biddings to be made on his behalf?

3. For what period of time may real estate be settled so as to be inalienable?

4. Can a married woman dispose of her reversionary interest in personal estate, and if she can, how is she so empowered, and by what means?

5. Can trustees or executors, in the absence of any power for the purpose in the instrument creating the trust, invest the trust funds in real securities in any part of the United Kingdom?

6. In the case of a sale by trustees, under a power with the consent of the tenant for life of the property, what are the covenants that the trustees and tenant for life may respectively be required to enter into?

7. When a legacy is left to an infant, and there is no trustee of the will, how should the executor deal with such legacy?

8. Where a mortgagor is in the occupation of the property intended to be mortgaged, how should the payment of interest be secured to the mortgagee, beyond the covenant of the mortgagor?

9. What are easements? Specify some.

10. You have to sell a leasehold house by auction,—state shortly the usual conditions of sale.

11. Can an infant in any case convey land, and if so, in what way?

12. A gentleman has several children, all infants, the eldest of whom is of weak mind. The gentleman and his wife have power to appoint by deed their marriage settlement funds, amounting to £20,000 to all, or any one, or more, exclusively of the others of their children, the husband, or wife surviving having a like power of appointment by deed or will. The gentleman has £12,000 of his own, and desires to make some provision for the eldest child. How would you advise him to do this, having regard to the child's state of mind?

13. In the case of a bequest of a sum of money to the heirs of a person; who will be entitled, there being nothing explanatory in the context of the will?

14. Define a shifting use.

15. State the principal incidents of copyhold tenure.

III.—Equity and Practice of the Courts.

1. How did it happen that equity became administered separately upon principles and rules, some of which conflict with those of the common law? and what does the word equity in legal phrase import?

2. What are the courts in which equity is now administered, and what appeals lie from them respectively?

3. Within what limit of time can a cestui que trust claim a trust fund or arrears of dividends from his trustee?

4. In mortgages of real estate, is a mortgagee entitled to be repaid his mortgage money primarily out of the personal estate of a deceased mortgagor, or how otherwise: has there not been some change in the law in this respect?

5. If a mortgagee allows the mortgagor through ignorance or negligence to retain in his hands the title deeds of the property in mortgage, can such mortgagee enforce the priority of his security to a subsequent incumbrancer of the same property without notice?

6. Can a plaintiff, suitor in England, carry on proceedings for the same objects in both common law and equity courts, with any and what exception; and can the doctrine of election be forced upon him by a defendant, and what does the word election mean?

7. What approach has been made by the Legislature during the present reign to endow courts of equity with common law powers; and also the common law courts with powers exercised only theretofore in equity, with a view of promoting an amalgamation of the two systems?

* We believe that *in practice* the taxing-masters decide the question in the affirmative; and we think that it is more the interest of the mortgagor that this should be so, than that the mortgagee should take the mortgage in the name of a third person.—Ed. S. J.

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8. State some of the most striking differences from the common law that exist in our equitable system with regard to the rights of property of married women, and the protection afforded them by courts of equity. State also some of the advantages possessed by equity over the common law by bringing suits for the specific performance of contracts, and for discovery and other ordinary transactions.

9. On the other hand, are there not cases where courts of equity can afford no relief? What are they?

10. What are the three principal objects of relief to which courts of equity apply themselves by granting injunctions against proceedings in courts of law?

11. But equity is said to follow the law. Does it not sometimes go beyond the law, as in the case of trusts executory? What are they?

12. What is the rule of succession to real and personal property: is the first governed by the domicile of the last owner, or by the law of the country where the property is situate; and is the second affected by it, not being within the four seas?

13. What is the law that governs contracts? and as a general rule, can a contract that is void by the law of the country where it is made be enforced here?

14. Give an outline of the steps from the filing of a bill in chancery to perpetuate testimony to the end of the proceedings by a suitor claiming, and proving himself to be entitled on the happening of any future event, to any honour, title, or estate, when the right cannot be brought to trial before the happening of such event, and how is the defendant to obtain his costs of such a suit? Is any decree made in such a case?

15. What is a motion for decree, when may it be made, and to whom?

IV.—Bankruptcy and Practice of the Courts.

1. Are stock brokers, farmers and graziers liable to be made bankrupts as traders or non-traders?

2. State the principal matters in regard to which the bankrupt laws affect differently traders and non-traders.

3. What are the matters to be transacted at the first meeting?

4. Can a creditor, holding security, be a petitioning creditor, and can he vote on the choice of trustee?

5. How will the rights of the grantee, under a bill of sale, be affected by the bankruptcy of the grantor, and by the omission to register; and will it make any difference if the grantor be not a trader; or if the grantee have removed the goods before the bankruptcy?

6. If the manufactory of the bankrupt be mortgaged, what are the rights of the trustee as regards trade fixtures, and fixed machinery?

7. Can a proof be made against a bankrupt's estate for unliquidated damages in any and what cases?

8. What is stoppage in transitu; and under what circumstances may it be resorted to?

9. What are the principal acts of a bankrupt which constitute misdemeanours, or felony?

10. By what means, other than bankruptcy, can a debtor obtain a discharge from his debts?

11. What is the position of an equitable mortgagee of the bankrupt's real estate as regards the realisation of his security?

12. On the bankruptcy of a firm, how is the property of the partnership, and of the individual partners administered

13. In what position does the landlord of the bankrup stand, as regards his claim for rent?

14. Within what time must the act of bankruptcy on which an adjudication is founded have been committed?

15. What are the provisions of the recent act, as regards the leaseholds, or onerous contracts, or property of the bankrupt?

V.—Criminal Law and Proceedings before Magistrates.

1. If a person unlawfully and maliciously destroys or injures a statue, bust, vase, or other work of art in any museum, or library, or in any building belonging to any university or college, what is the nature of the offence committed, and how is it punishable?

2. In an indictment, or summary proceeding for a malicious injury to property, is proof of malice against the owner of the property essential?

3. What is the rule of law with regard to inferring a guilty intention in the parties accused?

4. What is the definition of a principal in the first degree?

5. If a married woman commit a crime in the presence of her husband is she liable to be punished?

6. Can the wife of a member of a friendly society be convicted if she steal the money of the society deposited in a box in her husband's custody, which box is kept locked by the stewards, of whom he is not one?

7. Is compounding a mere charge of felony illegal?

8. What proof is requisite in order to excuse a person from punishment on the ground of insanity?

9. What is the legal distinction between murder and manslaughter?

10. What is the evidence necessary to sustain an indictment for burglary?

11. Is an unstamped receipt admissible in evidence to prove a criminal charge?

12. What is the ordinary evidence required to prove guilty knowledge in uttering a forged instrument?

13. On an indictment and conviction for arson, does the punishment differ in the cases of the premises being inhabited or not?

14. What description of false representation constitutes the offence of obtaining money or chattels by false pretences?

15. Under what circumstances is the receipt of stolen goods punishable?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. An infant is liable only on his contracts for necessaries; a father is never liable on the contracts of his infant son by reason of the relationship between them. A father may, of course, authorise his son whether under age or of full age to contract for him, and then the contract is the father's and not the son's. The father is then liable as principal in the same way that he would be liable if he had authorised any other agent to contract for him.

2. When the parties to a contract agree that a certain sum shall be paid on a breach of the contract by the person breaking it, and it appears that the amount thus specified is really intended as ascertained damages for the purpose of avoiding the necessity of deciding after the breach, the real amount due as damages for the breach, the damages are called liquidated damages, and the party guilty of the breach is liable to pay the amount thus fixed.

If, however, the sum agreed upon is a mere penalty to be inflicted as a kind of punishment upon the person breaking the agreement, and the amount of the sum has no reference to the amount of the actual damage caused or likely to be caused by the breach, then the damages are regarded as a penalty, and the party guilty of the breach is not liable to pay the amount so fixed, but is only bound to pay damages to the amount of the damage actually caused by his breach of contract. In other words the Courts allow parties to fix beforehand the amount of damages that are to be paid for a breach of contract, but they will not enforce a penalty. A bond in the ordinary form by which in effect the obligor binds himself to pay a sum of money on a given day under a penalty of double the amount is a good instance of a penalty. Such penalty cannot be enforced. A clause in a lease, by which the lessee agrees not to use the premises in a particular way, but if he does so use them to pay an additional rent, is an instance of liquidated damages which can be recovered.

3. A tender is an offer by a debtor to his creditor on the day the debt falls due of the amount of the debt. The actual sum due should be offered in coin or in Bank of England notes. Generally the effect of encumbering a tender with conditions or reservations is to render it void as a tender.

4. Interest may be recovered by statute or at common law. By 3 & 4 Will. 4, c. 42, s. 28, a jury, if they shall think fit, may (1) give interest on all debts payable by virtue of a writing at a certain time; (2), or if the debt is payable otherwise then from the time when demand of payment shall have been made in writing so as such demand shall give notice to the debtor that interest will be claimed from the date of such demand until the time of payment. By section 29 the jury may, if they think fit, give damages in the nature of interest in all actions on policies of assurance. At common law interest is recoverable by the usage of trade, as on bills or notes;

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also interest is recoverable on bonds and on mortgages, and when there is an express or implied contract between the parties that interest is to be paid.

5. If the husband dies in the lifetime of the wife, she becomes absolutely entitled to the moneys which were never vested in the husband, as it always remained a *chose in action* which he did not reduce into possession. If the wife dies first, the husband takes the money absolutely as the administrator of his wife.

6. It used formerly to be necessary to call the attesting witness (if any) to a deed in order to prove it, whether or not the deed required attestation. The Common Law Procedure Act, 1854, s. 28, now provides: "It shall not be necessary to prove by the attesting witness any instrument to the validity of which attestation is not requisite; and such instrument may be proved by admission or otherwise as if there had been no attesting witness." It is, however, still necessary to call the attesting witness when the instrument is one to the validity of which attestation is requisite.

7. A set-off is a debt or liquidated sum due from a plaintiff to a defendant which the defendant is able to set up as a defence to a claim for a debt or liquidated demand by the plaintiff against the defendant, under 2 Geo. 2, c. 22 and 8 Geo. 2, c. 24. For instance, if a plaintiff sues a defendant for a debt of £100, and the plaintiff at the same time owes £100 to the defendant, the defendant can set up this debt due to him as a defence to the action. A set-off must consist of a liquidated sum due from the plaintiff to the defendant, and can only be set up in an action for a liquidated sum of money. There can, therefore, be no set-off in actions for unliquidated damages as in actions of tort, or for breach of a contract other than a contract to pay money.

8. I assume that this question has reference to the common law jurisdiction of county courts. Under this head county courts have jurisdiction over all actions where the plaintiff does not seek to recover more than £50, except actions for malicious prosecution, defamation, seduction, breach of promise of marriage, and actions in which the title to any corporeal or incorporeal hereditaments shall come in question when the value of the land or hereditaments in dispute shall exceed the annual value of £20, or in the case of easements or licences when the value of the lands or hereditaments in respect of which the easement or licence is claimed, shall exceed the value of £20 per annum. And except also actions in which the validity of any devise, bequest, or limitation is in dispute. County courts have under the County Courts Act, 1867, jurisdiction in ejectment where the value of the land sought to be recovered does not exceed the annual value of £20. Any county court has jurisdiction to try any action that may be brought in any court of common law if both parties so agree in in writing. The amount necessary to entitle a plaintiff suing in a superior court to costs depends on section 5 of the County Courts Act, 1867 (30 & 31 Vict. c. 142), which enacts that "if in any action. . . in any superior court the plaintiff shall recover a sum not exceeding £20 if the action is founded on contract or £10 if founded on tort. . . he shall not be entitled to any costs of suit unless the judge certify on the record that there was sufficient reason for bringing such action in such superior court, or unless the court or a judge at chambers shall by rule or order allow such costs."

Besides their common law jurisdiction county courts have an equity jurisdiction, an admiralty jurisdiction, and also jurisdiction in many miscellaneous matters.

9. The defendants in such a case can obtain an order staying the proceedings in all the actions but one, the defendants undertaking to be bound by the verdict in such action and to pay the amount of their several subscriptions and costs if the plaintiff should recover.

10. The venue is the county stated in the margin of a declaration. Every declaration must have this statement in the margin. Its substantial use is to inform the defendant where the plaintiff proposes to try the cause.

The venue is local or transitory. It is called local when the cause must be tried (and, therefore, so stated in the margin of the declaration) where the cause of action arose, as, for instance, in trespass *quare clausum fregit*. In these actions the plaintiff has no choice as to place where he will lay the venue. The venue is called transitory when the cause may be tried wherever the plaintiff likes, as in actions for breach of contract. In these cases the plaintiff puts any venue he likes in the margin. The Court has, however, always power to change the venue. The venue in the great majority of actions is transitory.

11. An ordinary writ of summons remains in force for six months. If it is not served within the six months it may be renewed at any time before its expiration for six months from the date of such renewal, and so from time to time during the currency of the renewed writ, by being marked with a seal by the proper officer, such seal bearing the date of such renewal. By the Common Law Procedure Act, 1852, s. 58, "A plaintiff shall be deemed out of court unless he declare within one year after the writ of summons is returnable."

12. Yes. A. can attach the debt due to B. by C. under sections 60—7 of the Common Law Procedure Act, 1854. Under these sections A. can obtain a judge's order upon C. (there called the garnishee) requiring him to pay to A. the amount of the debt due by C. to B. If C.'s debt is larger than the judgment debt, then C. is only called upon to pay an amount equal to the judgment debt. If C. does not pay after a judge's order requiring him to do so a judge may order execution to issue against C. for the amount of the debt. If C. disputes his liability to B., A. may proceed against C. by writ calling upon C. to show cause why there should not be execution against C. for the alleged debt (s. 64).

13. The order should be made a rule of court, which may be done as of course, and then execution may be issued on such rule under 1 & 2 Vict. c. 110, s. 18.

14. He should pay the £30 into court and should only defend the action as to the remaining £20. If he does so and the plaintiff accepts the money in satisfaction of the claim the plaintiff will be entitled to costs. If the plaintiff reply that the payment into court is not sufficient and goes to trial, and the defendant succeeds on this issue at the trial, the defendant will then be entitled to the costs of the action subsequent to his plea of payment into court.

15. The proceeding is called "interpleading." The person in possession can obtain a judge's order requiring the two claimants to decide the question between them and to relieve him from any liability in the matter. The application for this order cannot be made until after an action has been commenced against the person in possession by one of the claimants and after the declaration has been delivered. The application should be made before plea pleaded. The application should be made at chambers on affidavits. If the claimant does not appear an order may be made barring his claim. If the claimant persists in his claim he will be made defendant in lieu of the original defendant or an issue will be ordered or the claims disposed of in a summary manner at chambers. When a person claims from a sheriff goods seized by the sheriff in execution, the sheriff may obtain an interpleader order, although no action has been commenced against him.

II.—Conveyancing.

1. The £10.000 would be settled in trust—
   (1) For the husband for life, and subject thereto
   (2) For the wife for life, and subject thereto
   (3) For the children of the marriage, as husband and wife or survivor should appoint, and in default of appointment
   (4) In trust for sons who attain the age of twenty-one, and daughters who attain that age or marry; and in default of children.
   (5) In trust for the husband absolutely.

   The £5,000 would be settled in trust—
   (1) In the wife for her separate use without power of anticipation during her life, with remainder
   (2) To the husband for his life.

The trusts in favour of the children could be similar to those of the £10,000, but the ultimate trust in default of children would be for the wife absolutely if she should survive her husband, but if not, then as she should appoint, and in default of appointment for the persons who would have been entitled thereto if she had died possessed thereof intestate, and without having been married.

2. By 30 & 31 Vict. c. 48, s. 6, where any sale by auction of land is declared either in the particulars or conditions of sale to be subject to a right for the seller to bid, it shall be lawful for the seller, or any one person on his behalf, to bid at such auction in such manner as he may think proper.

The above Act applies only to sales of land. With regard to other cases, the rule is as laid down in Dart's Ven. & Pur. 125—6, that unless the property be expressly or im-

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pliedly offered for sale without reserve, the employment of a bidder to prevent its going at an undervalue is allowable in equity; but the rule is not so extended as to authorise the employment of more bidders than one, even although they are limited to the same sum; nor even of a single bidder for the purpose of enhancing the price indefinitely.

3. For life or lives in being, and twenty-one years afterwards, allowing an additional period for gestation, should gestation exist, and also for the minority of any person who may be entitled, for the period of twenty-one years is independent of the minority of any person concerned.

4. Yes, by the statute 20 & 21 Vict. c. 57 (commonly called Malins' Act), the assignment must be made by deed acknowledged, according to section 2 of that Act.

A married woman cannot, however, dispose of a reversionary interest in cases where she is forbidden to do so under the deed by which she becomes entitled thereto (section 1), nor in cases where she becomes entitled thereto under her marriage settlement (section 4).

5. Yes, by 22 & 23 Vict. c. 35, s. 32, unless they are forbidden to do so by the instrument creating the trust.

6. The trustees will covenant, each for himself, that he has done nothing to prevent his exercising the powers of sale and appointment to the purchaser, or to incumber the property.

The tenant for life will covenant—

(1) That he and the trustees have right to consent and appoint:
(2) For quiet enjoyment:
(3) For freedom from incumbrances:
(4) For further assurance:

Concluding with a proviso that, as respects the reversion or remainder expectant on the life estate of the tenant for life, and the title to and further assurance of the premises after his decease, his covenants shall not extend to the acts, deeds, or defaults of any person or persons other than himself and his own heirs, and persons claiming through or in trust for him or them (Davidson, vol. 2, pp. 234—237).

7. By statute 23 & 24 Vict. c. 145, s. 26, in all cases where any property is held by trustees in trust for an infant, either absolutely or contingently, they may at their sole discretion pay to his guardian, or otherwise apply for his maintenance and education, the whole or any part of the income of the property, and they shall accumulate the residue of such income, by way of compound interest, for the benefit of the person who shall be ultimately entitled to the property, unless it appears to them expedient to apply such accumulations as if the same were part of the income arising in the then current year.

By section 34 this enactment extends only to persons acting under a deed and will executed after the passing of the Act (Aug. 28, 1860).

Or the executor may pay the legacy into court under statute 36 Geo. 3, c. 52, s. 32 (see Wms. on Executors, 6th ed. pp. 1299, 1306).

8. By the grant of a power of distress to the mortgagor (see the forms in Davidson, vol. i. pp. 258—9). A mortgagee in possession is also not unfrequently required to attorn tenant to the mortgagee at a fixed rent (Davidson, vol. i. p. 273), and thus to confer on him a right to distrain so long as the actual tenancy subsists; but a power of distress (Mr. Davidson thinks) is probably a better protection to a mortgagee than an attornment (see *Walker* v. *Giles*, 6 C. B. 662; Davidson, vol. 1, pp. 258—9, n. *b*).

9. An easement may be defined to be a privilege without profit, which the owner of one neighbouring tenement hath of another, existing in respect of their several tenements, by which the servient owner is obliged "*to suffer or not to do*" something on his own land for the advantage of the dominant owner (Gale on Easements, 4th ed. p. 5).

The following are instances of easements, among many others which might be mentioned:—

(1) A right of way.
(2) A right of passage for water.
(3) A right to the enjoyment of light and air.

10. The conditions of sale would include the following:—

"The tenant's fixtures upon the property shall be paid for by the purchasers at a valuation; and the decision as to what are tenant's fixtures and the valuation aforesaid shall be made by two persons, one to be named by the vendor and the other by the purchaser or by an umpire appointed by the valuers.

"The title shall commence with the lease (or underlease) under which the vendor holds."

See the conditions of sale in the case of leaseholds set out at full length in Davidson, vol. i. pp. 563—9. Most of these are identical with the conditions which would be required at a sale of freeholds.

11. Yes. With the sanction of the Court of Chancery in the following cases:—

By 11 Geo. 4, and 1 Will. 4, c. 47, s. 11, where any suit has been instituted in a court of equity for payment of debts of persons deceased to which their heirs or devisees may be subject, and the Court of Equity shall decree the estates to be sold for satisfaction of such debts, and the heir or devisee be an infant, the Court of Chancery may compel the infant heirs or devisees to convey the estates to the purchaser or purchasers thereof (see also 2 & 3 Vict. c. 60, and Wms. on Real Prop. 8th ed. p. 64).

The principal statute passed of late with reference to conveyances by infants is the Infants' Settlement Act, 18 & 19 Vict. c. 43, by which every infant, not under 20 if a male, and not under 17 if a female, is empowered to make a valid or binding settlement on his or her marriage, with the sanction of the Court of Chancery.

12. The provision for the eldest child should be made out of the £12,000 which the father has of his own. He could assign the money, or so much of it as he might think sufficient, to trustees, with ample discretionary powers.

13. In the case of *Gamboa's Trusts*, 7 W. R. Ch. Dig. 101, 4 K. & J. 756, it was held that under a bequest "To the heirs of my late partner Henry Brooke, Esq., the sum of £600 for losses sustained during the time that the business of the house was under my sole control," the persons entitled *ab intestato* under the Statute of Distributions, and not the heir at law of Henry Brooke, were entitled.

Had the bequest been "To the heirs of my late partner" simply, Vice-Chancellor Wood said that he should not have been so clear upon the point.

It would seem, then, that if there be nothing explanatory in the context of the will, the point must be considered doubtful.

14. Springing or shifting uses are executory interests created under the Statute of Uses. Executory interests are future estates which arise independently of any prior estates which may be subsisting (Wms. on Real Prop., 8th ed., pp. 278, 279).

15. The principal incidents of copyhold tenure are as follows:—

(1) The lord is actually seised of all the copyhold lands of his manor.
(2) The lord has a right to mines and timber.
(3) If a copyholder should grant a lease of his copyhold lands beyond the term of a year, without his lord's consent, such a lease would be a cause of forfeiture to the lord, unless it were authorised by a special custom of the manor.
(4) Nor can a copyholder commit waste, either voluntary or permissive.

(Wms. on Real Prop., 8th ed., pp. 340—342.)

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. Because the common law courts fell short in the performance of their judicial duties; and this in two ways:—

(1) The plaintiff had to determine within what class of wrong his case fell, and to select the writ appropriate to the class in question. He was then exposed to the risk of selecting an improper writ, and failing in this action on that account, though the facts were such as to bring the case of wrong within some one of the classes recognised as remediable at common law.

(2) The wrong might not fall distinctly within any of the ascertained common law classes.

Thus, those who suffered wrongs for which the common law afforded no redress, or inadequate redress, applied either to the King in Parliament or to the King in Council, who referred these matters to the Chancellor. This was the origin of equity jurisprudence.

Equity, in legal phrase, is that portion of justice which the common law courts omitted to enforce; an omission which was supplied by the Court of Chancery (Haynes on Eq., pp. 7—13).

2. The Court of Appeal in Chancery, consisting of the Lord Chancellor, or Lord Justice, or both sitting together; the courts of the three Vice-Chancellors, and of the Master of Rolls.

From the Court of Appeal in Chancery an appeal lies to the House of Lords.

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From the Courts of the Vice-Chancellors and of the Master of the Rolls an appeal lies either to the Court of Appeal in Chancery or to the House of Lords.

There is also a court of equity for the county Palatine of Lancashire, from which there is an appeal to the Court of Appeal in Chancery.

The county courts also administer equity under statute 28 & 29 Vict. c. 99. An appeal lies from the county courts sitting as equity courts to one of the Vice-Chancellors.

3. There is no limit of time after which a *cestui que trust*, so long as he retains that relation, is barred from claiming a trust fund or arrears of dividends from his trustee (Smith's Manual of Equity, p. 139).

4. By Locke King's Act, 17 & 18 Vict. c. 113, passed in the year 1854, the mortgaged estate is primarily liable to the payment of the mortgaged debt, unless the deceased mortgagor, by will, deed, or other document, shall have expressed an intention to the contrary. Before that Act, the general rule was, that the general personal estate of the mortgagor was primarily liable to the payment of the mortgage debt (see Smith's Manual of Equity, pp. 262—266).

5. No, he cannot (Sm. Man. Eq. pp. 290, 291, and cases there cited).

6. The Court will not permit a man to proceed both at law and in equity at the same time in respect of the same demand, but will compel him to elect in which court he will proceed.

If, however, the proceeding at law is ancillary to that in equity, the Court may allow the action to proceed, retaining the bill in the meantime (Cons. Ord. xlii. rules 5—8; Kerr on Injunctions, 103, and cases there cited).

Election is defined in Mr. Smith's Manual of Equity, p. 350, as "the choosing between two rights by a person who derives one of them under an instrument in which a clear intention appears that he should not enjoy both."

This, however, is a different kind of election from that above alluded to, which is the choosing between two modes of procedure by a person who is not permitted to avail himself of both at the same time.

7. By the 62nd section of the Chancery Procedure Act of 1852, 15 & 16 Vict. c. 86, power is given to the Court of Chancery to try legal rights between the parties to a suit in which the title to the equitable relief sought depends upon the disputed legal right. This permissive enactment has been made compulsory in a more extended form by Sir John Rolt's Act, 25 & 26 Vict. c. 42 (see Haynes on Eq. pp. 276—7).

Courts of equity have power to grant damages under Sir Hugh Cairns' Act, 21 & 22 Vict. c. 27, in addition to or in substitution for any relief by way of injunction or specific performance to which a plaintiff might have been entitled.

On the other hand, certain powers exercised only by the equity courts were granted to the common law courts by the Common Law Procedure Acts of 1854 and 1860.

Thus the 82nd section of the Common Law Procedure Act of 1854 (17 & 18 Vict. c. 125), empowers a plaintiff, at any time after action brought, and either before or after judgment, to apply for a writ of injunction against the repetition of the injury complained of.

By the 50th section, power is given to either party to apply for an order upon the opposite party to answer on affidavit what documents he has in his possession relative to the matter in dispute; and upon such affidavits being made, the Court may make such further order thereon as shall be just.

By the 51st section, power is given to either party to administer interrogatories to the opposite party.

By the 78th section, the Court in an action of detinue may order execution for the return of the chattels detained.

By sections 83—86, power is given to a defendant at law who has a defence in equity, to set up his equitable defence by way of plea.

(See further, on this point, Haynes on Equity, pp. 169, 170, 288—290).

8. By the common law, a wife's personal property became the husband's absolutely, subject only to the necessity of a reduction into possession during the lifetime of the husband.

Courts of equity allow a married woman, through the medium of trustees, to enjoy property to her separate use independently of her husband, and that with or without the power of anticipating the income of the property so settled.

A married woman may, in equity, be sued with reference to her separate property; and a bond by a married woman having property settled to her separate use without restraint on anticipation is held to bind that property.

A married woman is also capable in the contemplation of a court of equity of committing a fraud, and is liable to be visited, as regards her equitable property, with the consequences of that fraud (*Re Lush's Trusts*, 17 W. R. 974).

Courts of equity may order specific performance of contracts in cases where courts of law can only give damages for the breach thereof. Courts of law cannot, under the name of mandamus, enforce the specific performance of a personal contract, notwithstanding the Common Law Procedure Act, 1854 (17 & 18 Vict. c. 125), s. 68. See *Benson* v. *Paull*, 4 W. R. 493, 2 Jur. N. S. 425; Haynes' Outlines of Equity, p. 290.

Courts of equity had power to compel a defendant to give discovery at a time when the evidence of interested parties was excluded from the courts of common law. The powers of the common law courts under this head are now considerably enlarged: see answer to question 7.

9. When it is clear that the courts of law could always afford adequate relief, without the aid of courts of equity, and without circuity of action or multiplicity of suits, and could take care of the rights of all who are interested in the property in controversy, equity has no jurisdiction. Nor has it jurisdiction as to those rights which could not be practically enforced without occasioning a greater general mischief or inconvenience than that which results from leaving them to be disposed of *in foro conscientiæ*.

[The remainder of the "Answers" will appear next week.]

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, June 6, class A. Tuesday, June 7, class B. Wednesday, June 8, class C. —4.30 to 6 p.m.

Friday, June 10, lecture—6 to 7 p.m.

OBITUARY.

MR. S. LAING, JUN.

Mr. Samuel Laing, jun., barrister-at-law, died suddenly on the 27th May, in a committee-room at Westminster-hall, where he was engaged on Parliamentary business. He was the eldest son of Mr. Samuel Laing, chairman of the London and Brighton Railway Company, and formerly Finance Minister for India, sometime M.P. for the Wick Burghs. Mr. S. Laing, jun., who was in his twenty-seventh year, was educated at Harrow, and afterwards graduated at Cambridge. He was called to the bar at the Inner Temple in November, 1866, and had already acquired considerable practice. Mr. Laing was a member of the Home Circuit, and leaves a widow, to whom he was recently married.

MR. JOHN LINKLATER.

We regret to announce the death of Mr. John Linklater, the head of the firm of J. & H. Linklater, Hackwood, & Addison, who died on the 27th ult. at the age of fifty-three years. Mr. Linklater had for some months past been in weak health, and had passed the winters of the last and the preceding year in the South of France. His friends, however, entertained the hope that his health had been at least partially restored, and were looking forward to his speedy return to England, for which indeed he had made preparations, when an attack of acute brochitis ended fatally. He had just moved from Hyères to Toulon on his road homewards. Mr. Linklater's great exertions throughout his professional career in many heavy and arduous legal matters, his extraordinary energy, and his power of dealing with the most complicated and intricate details, especially in matters of account which he seemed to comprehend almost intuitively, are known to all; whilst few who were acquainted with him will forget the remarkable personal influences which he exercised over those around him. As a lawyer Mr. Linklater was possessed of large and varied learning. He was, moreover, an advocate of great power, and in the other branch of the profession would have risen to high honours. His death leaves a blank most difficult to fill, and will be widely and deeply felt.

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Mr. Linklater was admitted in the year 1838. He leaves a widow and four children.

MR. J. H. BOYS.

Mr. John Harvey Boys, solicitor, died at Margate on the 29th May, in his fifty-fifth year. He was certificated in 1837, and was formerly professional assistant to the solicitor of customs, excise, and stamps for the Isle of Thanet; he was also clerk to the magistrates, and joint registrar to the Commissioners of Salvage. At the latter end of last year, he was appointed first coroner of Margate, which office he resigned a few weeks ago, when his son, Mr. Athelstan Harvey Boys, was appointed to succeed him. The late Mr. Boys was a member of the Incorporated Law Society, and a commissioner for oaths and affidavits.

MR. J. LAY.

Mr. James Lay, solicitor, of London and Colchester, died at his residence in Addington-square, Camberwell, on the 16th May, at the age of fifty-seven years. He was certificated in Hilary Term, 1861, and carried on business in the Poultry, and at Colchester.

MR. G. E. FERNS.

Mr. George Egerton Ferns, solicitor, of Stockport, died on the 18th May, at the age of twenty-nine years. He was certificated in Hilary Term, 1863, and was a member of the Solicitors Benevolent Association.

THE LEGAL EDUCATION ASSOCIATION.

The Legal Education Association has been formed with the following objects:—

1st. The establishment of a law university for the education of students intended for the profession of the law.

2nd. The placing of the admission to both branches of the profession on the basis of a combined test of collegiate education and examination by a public board of examiners.

It is proposed, by the establishment of a law university in London, to promote a more scientific and systematic study of the law than at present exists in England. Many of the defects in our law, much of the confusion and perplexity which pervade our legislation, may be fairly attributed to the want of such an institution, and to the absence of that scientific study and training which a well constituted law school would afford. The establishment of an efficient law school would therefore be the best preparation for a reform of the law itself. England, it is believed, is the only first-class State in Europe where a systematic study of the law does not exist, and the profession of the law is the only profession in England which exists in a state of almost complete isolation from all that has been done in late years for the science to which it relates on the continent of Europe. The reason of this state of things is, that in England all the lawyers are practitioners, and there is no school of law, and therefore no science of law, and no established system of teaching.

The establishment of a law university would also be of great advantage to the public in a practical point of view.

The qualification to practise the profession of the law in both its branches being consequent upon collegiate education at the proposed university, combined with the test of examination by a public and independent board, will afford the public the best guarantee that those who practise as barristers, attorneys, or solicitors, or who are legally qualified for appointments to which barristers and attorneys and solicitors alone are eligible, are men of some capacity and education, and that they have acquired some knowledge of law. At present anyone may become a barrister and obtain the right to practise, and the qualification for appointments to which barristers are eligible, without submitting himself to any examination or other satisfactory test of fitness whatever. In no other country but our own is this the case.

The project of a law university is not new. All that is now proposed is to carry out more fully the recommendation made by the Royal Commission appointed in 1855 "to inquire into the arrangements of the Inns of Court and Inns of Chancery," and to enlarge the scope of that recommendation by bringing within it both branches of the profession. The present Lord Chancellor, the present Lord Chief Justice of England, Lord Westbury, Mr. Justice Keating, Sir John Taylor Coleridge, Sir Joseph Napier, and Sir John Shaw Lefevre, were members of that commission. The report of the commissioners is confined to education for the bar, and the general tenor of it will appear from the following extracts:—

"As regards the duty which the Inns of Court owe to the community, whilst conferring on individuals the right of practising at the bar, it will be proper to call attention to the privileges incident to the status of a barrister. He alone is allowed to plead for others in the superior courts of Westminster, and he is not responsible to his clients for negligence or otherwise. He alone is eligible for numerous appointments of considerable emolument and responsibility in this country, including not only the higher judicial appointments but also the offices of recorder, judge of a county court, or commissioner of bankruptcy, and revising barrister. The police magistrates of the metropolis also are now selected from the bar. In the colonies the judicial appointments open to barristers only are also numerous.

"The Inns of Court being entrusted with the exclusive right of conferring or withholding a position to which such privileges as we have enumerated are incident, the community is surely entitled to require some guarantee—first, for the personal character, and next for the professional qualifications of the individuals called to the bar. The only security at present possessed by those who employ a barrister as counsel consists in this, that any defect in the advocate may lead to the loss of practice. But there is not even such security against the appointment of an unfit person to any of the judicial offices to which we have referred."

After speaking of the attention directed by the Inns of Court to the moral character of candidates for admission to the bar, the report continues as follows:—

"We have hitherto considered the question of the education of a barrister on general principles, and on those grounds alone have come to the conclusion that there ought to be a test both of the general and the professional knowledge of every candidate for the bar.

"But we are fortified in this conclusion when we look to the course adopted by the other learned professions, as well as in the subordinate branch of the law.

"The clergyman, the physician, the surgeon, the apothecary, as well as the attorney or solicitor, are all required to pass an examination before they are permitted to practise. In the navy and army, a like examination of officers is required before they are entitled to their first commission, and also before a lieutenancy in the one or a captaincy in the other is attained. In every other country in Europe an educational test is applied to advocates either by requiring a degree in law at a university, or else by a distinct professional examination. In Scotland, the Faculty of Advocates have so recently as in the last year required a test both of general and professional knowledge.

"In arriving at this conclusion, with respect to the necessity of a test, we desire to be understood as not disparaging or undervaluing the present system of practical study in a barrister's chambers, which must be admitted to be very efficient in fitting the student for the active duties of his profession; it affords, however, no facilities for the study of the scientific branches of legal knowledge, including under that term—constitutional law and legal history, and civil law and jurisprudence."

"The most convenient method of acquiring knowledge of these subjects is by lectures, followed by examination applicable both to the lectures and to the subjects generally."

The commissioners then proceed to consider the best mode of carrying such a system of instruction as they conceived to be necessary into effect, and make the following recommendations:—

"We think that considerable advantage would result to the bar as a liberal profession from a better recognised and more definite and permanent combination of the Inns of Court in reference to legal education and examinations than exists at present in respect of the Council of Legal Education, and that the inns might be united in a university, still preserving their independence respectively as distinct societies with respect to their property and internal arrangements.

"Such a university might not only regulate the examinations to which we have adverted, but might likewise confer degrees in law." . . .

"From the foregoing considerations, we deem it advisable that there shall be established a preliminary examination for admission to the Inns of Court of persons who have not taken a university degree, and that there

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shall be examinations, the passing of which shall be requisite for the call to the bar; and that the four Inns of Court shall be united in one university for the purpose of these examinations, and of conferring degrees."

The report then gives the heads of a scheme for establishing the proposed university.

The recommendations contained in the report of the Royal Commission have been to some extent carried out. The four Inns of Court now elect a Council of Legal Education to superintend the education for the bar. The council appoint six readers or lecturers, by whom lectures are delivered, and examinations are held twice a year, at which studentships, exhibitions, and certificates of honour are awarded. But it is not obligatory on any student to attend the lectures or pass the examinations, and the precarious or temporary character of the arrangement is indicated by the appointment of the readers being only for three years. Notwithstanding these improvements, any person may now qualify for admission to the bar by passing, previous to his admission to an inn of court, an examination in the English language, the Latin language, and English history, by dining in the hall of the inn of court to which he is admitted a fixed number of times during twelve terms, and by becoming a pupil for one year in the chambers of a barrister or pleader; there being no mode appointed for ascertaining whether the pupilage has been more than nominal, or whether the student has acquired thereby any knowledge of his profession. There is no other necessary test of learning or competency now required previous to a call to the bar.

The superintendence of the education of attorneys and solicitors is entrusted by law to the judges of the courts of common law and the Master of the Rolls, who have to satisfy themselves of the fitness and capacity of all persons applying to be admitted as attorneys and solicitors. This duty is performed by appointing every year sixteen attorneys or solicitors (generally chosen from the Council of the Incorporated Law Society), who, with the masters of the common law courts, act as examiners of all candidates for admission on the roll of attorneys and solicitors. The Council of the Incorporated Law Society appoint annually three lecturers, by whom lectures are delivered to articled clerks. The attendance at the lectures is voluntary, but no one can be admitted an attorney or solicitor without passing two examinations; one during, and the other at the close of, his clerkship. It will be seen, therefore, that in the case of attorneys and solicitors, although the examinations previous to admission are compulsory, yet the means for obtaining a systematic training and scientific education are extremely scanty and imperfect. If a compulsory examination be desirable for attorneys and solicitors, it seems equally or more necessary in that branch of the profession, from which all the judges at home and in the colonies, the stipendiary magistrates, and numerous other judicial and quasi-judicial officers are selected, for whose fitness and capacity there is at present no guarantee, unless they happen to have attained success in the practice of their profession; a test that may afford a fair guide in filling the higher offices, but cannot be practically applied to the numerous candidates for the minor judicial appointments at home and abroad.

Much importance is attached by the association to the establishment of a system of common education for both branches of the profession, those who aspire to the higher branch being required to undergo a longer course of training and a severer test of knowledge than those who desire to practise only as attorneys or solicitors. It is believed that such a common education would greatly improve the relations at present existing between barristers and attorneys and solicitors, and bring about more frequently than at present a common action by both branches of the profession, for the amendment of the law, and for the promotion of other public objects.

It would appear from the foregoing statement that all the materials for the proposed Law University are already in existence and at hand, and only require to be judiciously combined and incorporated. In the Inns of Court, their Council of Legal Education, and their six readers, on the one hand, and the Incorporated Law Society and their three lecturers, coupled with the Provincial Law Societies on the other, we seem to have most of the elements already in operation which require only to be brought together and united as a whole in order to form the basis of the proposed university. It is also believed that the students annually entering the two branches of the profession are sufficiently numerous to make such a university at once self-supporting. It is only by means of the establishment of some such law college or university as is here proposed, and the succession of teachers and writers which it would ensure, that we can hope to see arise a school of British jurisprudence worthy to be placed side by side with the great schools of France and Germany.

It is considered that it might be most expedient to entrust the government of the University to a Senate, elected by the Inns of Court, the Universities of Oxford, Cambridge and London, the Incorporated Law Society, and some of the Provincial Law Societies, together with some *ex officio* members, and other members nominated by the Crown. But the association is not pledged to any details of such a measure, or to anything beyond the two objects at the head of this circular.

The Lord Chancellor and the following judges have already expressed their general approval of the above proposals:—

The Lord Chief Justice of the Common Pleas, the Lord Chief Baron, Lord Penzance, the Vice-Chancellor Malins, the Vice-Chancellor James, Mr. Baron Martin, Mr. Baron Bramwell, Mr. Baron Channell, Mr. Justice Montague Smith, Mr. Justice Hannen, and the Chief Judge in Bankruptcy.

The association has also received from other distinguished lawyers assurances of hearty approval and co-operation; and the committee believe that they have only to make known the objects which they have in view in order to obtain the approval and support of all who take an interest in the progress of the profession and in the advancement of a scientific study of the law in England.

The association, therefore, confidently appeals to both branches of the profession and to the general public for support.

Those who wish to become members of the association are requested to communicate with the Honorary Secretaries: Arthur J. Williams, 4, Harcourt-buildings, Temple; William A. Jevons, 12, Castle-street, Liverpool; or Frank R. Parker, 41, Bedford-row, W.C., from whom any further information may be obtained.

COURT PAPERS.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee will commence sitting for the despatch of business on Friday, the 17th June, 1870, at half-past ten o'clock a.m.

SUMMER CIRCUIT.

HOME.—Lord Chief Justice Bovill and Mr. Justice Blackburn.
MIDLAND.—Lord Chief Baron and Mr. Justice Brett.
WESTERN.—Mr. Baron Martin and Mr. Justice Willes.
NORFOLK.—Mr. Baron Channell and Mr. Justice Keating.
OXFORD.—Mr. Justice Mellor and Mr. Baron Pigott.
NORTHERN.—Mr. Justice Lush and Mr. Baron Cleasby.
NORTH WALES.—The Lord Chief Justice of England.
SOUTH WALES.—Mr. Justice Hannen.
Mr. Justice Montague Smith remains in town.

The Countess Teleki, only child of the late Lord Langdale, Master of the Rolls, died at Damascus on the 3rd of May. Lady Langdale was with her daughter at her demise.

Mr. R. R. Dees, solicitor, of Newcastle-upon-Tyne, has purchased the estate of Morris Hall, near that town, for the sum of £29,000.

On Thursday last Mr. W. H. Cotterill, solicitor, of Throgmorton-street, was adjudicated a bankrupt by Mr. Registrar Roche. Mr. J. H. Linklater appeared for the petitioning creditor.

On Sunday afternoon last, being the first Sunday in Trinity Term, a representative portion of the Common Law Judges attended service at St. Paul's Cathedral, with the Corporation, according to custom. On Tuesday the Lord Mayor entertained the judges at the customary banquet at the Mansion House.

A San Francisco judge lately tempered justice with mercy by fining a half-starved girl twenty-five cents for stealing a pitcher of milk, and then raising twenty dollars for her among the lawyers and others who were in court.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 3, 1870.
From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅞ x d	Annuities, April, '85
Ditto for Account, July 93 x d	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92¾	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111½ xd	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	
Ditto 4 per Cent., Oct. '88 101⅜	Do. Do, 5 per Cent., Aug. '73 104
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅜	Ditto, ditto, under £1000, 24 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	137
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	75
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	135½
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15¾
Stock	London and North-Western	100	132
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	68
Stock	Midland	100	133
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	39½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have established a further improvement this week though the movement has not been continuous. The railway market has also, on the whole, been particularly buoyant, and although in the middle of the week a sharp decline followed a rise in prices, being occasioned by the realisations of speculators, the result of the week exhibits on the average a considerable advance. Foreign securities also are active, with the exception of Americans. The Board of Trade returns are thought to indicate that the much wished-for revival has come at last. The new Japanese Loan, which, after having been eagerly subscribed for, fell to five per cent. discount, has risen nearly to par.

The Directors of the Devon and Somerset Railway, which by agreement, confirmed by Act of Parliament, is to be worked in perpetuity by the Bristol and Exeter Railway, are prepared to receive applications for £255,000 (balance unissued of £270,000) first mortgage A debenture stock, bearing 6 per cent for an interest, which is issued in pursuance of the Railway Companies Act, 1867. The price of issue of the stock now offered is par, or £100 for each £100 stock; it will be issued in any amount not being less than £100 stock, payable by instalments, the last being on February 15, 1871. Interest will accrue from the dates of payment of each instalment, but subscribers will have the option of paying the whole of the instalments on allotment, in which case interest at the rate of 6 per cent. per annum will also be allowed on such payments. The interest will be payable half-yearly, on 1st January and 1st July in each year, at the National Provincial Bank of England, London.

Messrs. J. H. Schroder & Co. offer £11,920,000 nominal capital Six per cent. Consolidated Bonds of the Government of Peru for the construction of railroads—from Callao to La Oroya, £5,520,000, and from Arequipa to Puno, £6,400,000—total £11,920,000. 1. The bonds will be in amounts of £1,000, £500, £200, £100, £50 and £20, bearing interest at the rate of 6 per cent. per annum, payable by coupons half-yearly on the 1st January and 1st July in each year (the first being payable on the 1st January next). The coupons will be payable in London in sterling; in Paris, at the exchange of twenty-five francs per pound sterling; and in Amsterdam at the exchange of the day on London. 2. The redemption will be effected by half-yearly drawings at par, commencing on the 1st April, 1880, by the operation of a Sinking Fund of two per cent. per annum of the entire capital, plus the interest on the redeemed bonds, so that the entire amount will be paid off at the end of twenty-five years from that date. The bonds so drawn will be paid off three months after the date of drawing. Applications will be received by Messrs. J. Henry Schroder & Co., 145, Leadenhall-street, on the 7th and 8th June; and applications from the country until noon on Thursday the 9th June.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL COFFEE HOUSE.
June 2.—By Mr. MARSH.

Policy of Assurance for £1,000, effected with the Metropolitan Life Assurance Society on the life of a gentleman aged 43 years. Sold £60.

Policy of assurance for £999, effected with the London Provincial Law Life Office, on the life of a gentleman aged 75 years. Sold £455.

Absolute reversion to 1-ninth part of £15,626 invested in Consols, on mortgage, in shares, debentures, and bonds, receivable on the death of a lady aged 66 years. Sold 800.

Policy of Assurance for £499 19s., effected with the Eagle Insurance Company, on the life of a gentleman aged 62 years. Sold £220.

Absolute reversion to 1-7th of £3,333 6s. 8d. Consols, receivable on the death of a lady aged 64 years. Sold £200.

Leasehold residence, No 26, Fulham-place, Paddington, producing £60 per annum, term 92 years from 1845, at £7 per annum. Sold £610.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLAKE—On May 31, at 25, Dacre-park, Blackheath, the wife of S. H. Blake, Esq., barrister, Toronto, Ontario, Canada, of a daughter.

MASON—On May 30, at The Limes, 17, St. John's-wood-park, the wife of John Nicholas Mason, Esq. of a son.

STREET—On May 31, at 98, Portsdown-road, the wife of J. B. Street, Esq., barrister-at-law, of a son.

DEATHS.

BRODIE—On May 27, at Edinburgh, Charlotte Frederica, wife of Thomas Brodie, writer to the signet.

GACHES—On May 30, at Peterborough, Julia Farie, wife of G. F. D. Gaches, solicitor, aged 21.

IVES—On May 30, Caroline Eliza, wife of James Ives, of No. 7, Grove-villas, Loughborough-road, Brixton, solicitor, in the 47th year of her age.

LAING—On May 27, suddenly, at Westminster, Samuel Laing, Esq., jun., barrister-at-law, in the 27th year of his age.

LINKLATER—On May 27, at Toulon, John Linklater, Esq., of 18, Queen's-gate-place, South Kensington, and 7, Walbrook, aged 53.

MARTELLI—On May 30, at 22, Westbourne-square, Hyde-park, Charles Henry Ansley Martelli, barrister-at-law, aged 58.

WIGHTMAN—On May 26, at Babworth, near Retford, Susan, the beloved wife of Arthur Wightman, solicitor, Sheffield, in the 23rd year of her age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, May 27, 1870.

LIMITED IN CHANCERY.

International Land Credit Company (Limited).—Petition for winding up, presented May 25, directed to be heard before Vice-Chancellor James on Saturday, June 4. Clements, Threadneedle-street, for Bircham & Co, Threadneedle-street, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, May 31, 1870.

Kemble Brotherly Friendly Society, Kemble, Wilts. May 26.

Portsmouth Dockyard Joiners Death Society, Wiltshire Lamb Inn, Portsea, Hants. May 26.

United Sisters Friendly Society, Lion Hotel, Cerrig-y-Druidion, Denbigh. May 27.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 27, 1870.

Druke, Sarah, Chigwell-row, Essex, Widow. June 23. Salter v Cox, M.R.

Tayler, Hy Vere, Barking, Essex, Gent. June 9. James v Morgan, V.C. James. Cunliffe & Beaumont, Chancery-lane.

Watson, Thos, Cumberland-ter, Lloyd-sq, Pentonville, Gent. June 29. Parbury v Watson, V.C. Stuart. Sturt, Ironmonger-lane, Cheapside.

White, Emily, Goudhurst, Kent, Spinster. June 30. Cave v Cave, V.C. Stuart. Burt & Co, Gray's-inn-chambers, Holborn.

TUESDAY, May 31, 1870.

Jones, Anne, Holyhead, Anglesea, Spinster. July 1. Pugh v Jones, V.C. James. Passingham, Bala.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 27, 1870.

Adams, Fras Bryant, Croydon, Surrey, Wholesale Stationer. June 30. Helsham, Poultry.

Bartlett, Nathaniel, East Chinnock. July 26. Watts, Yeovil.

Bartlett, Thos, Closworth, Somerset, Yeoman. July 26. Watts, Yeovil.

Crofts, Harriet, South Belgrave-st, Pimlico, Widow. June 24. Corsellis, East-hill, Wandsworth.

Curtiss, Edward, Bognor, Sussex, Plumber, July 1. Johnson & Raper, Chichester.

Dunn, Wm, Montague-st, Russell-sq, Esq. Aug 1. Goldring, Chancery-lane.

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Edgington, Benj. Duke-st, London-bridge, Rick Cloth Manufacturer. July 31. Simpson, Wellington-st, London-bridge.
Eyton, Mary, Rhydycilgwyn-isa, Denbigh, Widow. June 28. Flint, Eyton.
Fane, Hon Julian Hy Chas, Portman-sq. June 30. Farrer & Co, Lincoln's-inn-fields.
Harcourt, Fredk, Ipswick, Suffolk, Esq. July 30. Smith & Co, Northumberland-st, Charing-cross.
Hicks, Eugene, Bath, Esq. July 9. Stone & Co, Bath.
Horak, Sarah, Bristol, Widow. June 20. Black & Co, Brighton.
Hughes, Margaret Sophia, Rhyl, Flint, Spinster. July 1. Williams, Rhyl.
Hunt, Amelia, Beaufoy-ter, Maida-vale, Paddington, Widow. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Lowe, Jas, Ardwick, Manch, Salesman. Sept 1. John Bispham, Ailwood, Manch.
Meigh, Eliz, Ash Hall, Stafford, Widow. July 9. Wards & Coopers, Newcastle.
Mockett, Edward, Hopeville Farm, Kent, Gent. June 24. Brooke & Hughes, Margate.
Pickles, Joseph, Victoria, Melbourne, Tinplate Worker. July 29. Ponsonby, Oldham.
Pullein, Edmund, Lonsdale-sq, Esq. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Rogers, Thomas, Bristol, Builder. Aug 1. Plummer, Bristol.
Smee, Sylvanus, Finsbury-pavement, Upholsterer. July 1. Oldershaw, Bell-yard, Doctors'-commons.
Tate, Thos, Kendal, Westmoreland, Innkeeper. Sept 1. Wilson, Kendal.
Thompson, Emma Jackson, Dover, Kent, Widow. July 1. Davidsons & Co, Basinghall-st.
Tillyer, Richard Blunt, Harmondsworth, Middlesex, Farmer. July 8. Fisher & Fisher, Merchant Taylors' Hall, Threadneedle-st.
Vernon, Geo, Dunkirk, Stafford, Ironmaster. July 21. Round, Tipton.
Welch, Timothy Yeats, Lpool, Shareholder. July 25. Maxsted & Gibson, Lancaster.
Wightman, Wm Crew, sen, Cattistock, Dorset, Gent. July 26. Watts, Yeovil.
Williams, John, Leamington Priors, Warwick, Chemist. July 20. Field, Leamington Priors.
Woolliams, Robert, Theale, Berks, Tailor. July 1. Brighten, Bishopsgate-st Without.

TUESDAY, May 31, 1870.

Baker, John, Pembury, Kent, Farmer. Sept 1. Cripps, Tunbridge Wells.
Carter, John, All Saints, Poplar, Gent. July 4. Robinson, Basinghall-st.
Davis, Lewis John, Brampton, Hereford, Farmer. July 1. Mansfield & Sons, Hereford.
Evans, John, Starch-green, Licensed Victualler. Jule 31. Hooke & Street, Lincoln's-inn-fields.
Foster, John, Champion-ter, Denmark-hill, Esq. July 11. Dawes & Sons, Angel-ct, Throgmorton-st.
Fry, Thos, Broughton Gifford, Wilts, Gardener. June 30. Stone & Sparks, Bradford-on-Avon.
Harrison, Geo, Newark-upon-Trent, Notts, Engineer. June 30. Hodgkinson & Co, Newark-upon-Trent.
Hibbert, Jas, Walthamstow, Essex, Esq. Aug 1. Crosley & Burn, Birchin-lane.
Hobson, Mary, Woodhouse Cliff, Leeds, Widow. July 11. Barr & Co, Leeds.
Jones, Wm, Bryn-y-mor, Carnarvon, Esq. July 1. J. P. Jones, Denbigh.
Kidall, Wm Spurrell, Swaffham, Norfolk, Miller. June 27. Palmer, Swaffham.
Lee, Phœbe, Tonbridge, Kent, Widow. July 1. Parker & Co, Bedford-row.
Lennard, Geo Barrett, Crown Office-row, Temple, Esq. July 12. Hodgson, Salisbury-st, Strand.
Lewis, Iltyd Jas Savile, Berry Pomeroy, Devon, Esq. July 18. Bryett & Hare, Totnes.
May, Rev Jas Lewis, West Putford, Devon. July 14. L. J. May, Woodbridge-st, Clerkenwell.
Morcom, Joel, Bristol, Colonial Broker. Oct 31. Harwood, Bristol.
Robson, John, Newcastle-upon-Tyne, Metal Merchant. July 1. Hoyle & Co, Newcastle-upon-Tyne.
Rodick, Thos, Rock Ferry, Chester. Aug 1. Lloyd, Lpool.
Spencer, Hy, Chapel Allerton, York. Aug 1. Middleton & Son, Leeds.
Taylor, John, Mereworth, Kent, Farmer. Sept 1. Stenning, Tonbridge.
Wenden, Nathaniel, Great Bromley, Essex. June 30. Turner & Deane, Colchester.

Bankrupts

FRIDAY, May 27, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dickinson, Wm Thos, Vige-st, Ironmonger. Pet May 21. Murray. June 13 at 11.
Fowler, Geo, Billiter-st, Merchant. Pet May 26. Hazlitt. June 15 at 1.
Wilmot, Chas Saml, Upper Thames-st, Wholesale Ironmonger. Pet May 25. Spring-Rice. June 14 at 11.

To Surrender in the Country.

Beach, John, Oldbury, Worcester, Maltster. Pet May 23. Watson. Oldbury, June 13 at 11.
Duckworth, Jas, Ramsbottom, Lancashire, Wine Merchant. Pet May 25. Holden. Bolton, June 15 at 10.
Eckley, Thos, Lytham, Lancashire, Plumber. Pet May 24. Myres. Preston, June 13 at 11.
Harris, Geo, jun, Shottesham, Norfolk, Farmer. Pet May 24. Palmer. Norwich, June 8 at 11.
Head, Fredk Jas, Eastbourne, Sussex, Engineer. Pet May 24. Blaker. Lewes, June 9 at 10.
Padley, Alfd, Dover, Kent, Gent. Pet May 25. Callaway. Canterbury. June 8 at 2.
Skerton, Richd, New Swindon, Wilts, innkeeper. Pet May 23. Townsend. Swindon, June 10 at 12.
Thurland, Wm Francis, Oxford, Victualler. Pet May 21. Dudley. Oxford, June 8 at 10.
Welsh, Sarah, Eccles, Lancashire, Innkeeper. Pet May 25. Hulton. Salford, June 15 at 11.
Whitehead, Jas, Rawmarsh, Yorks, Roller. Pet May 20. Wake. Sheffield, June 8 at 1.
Woodhead, Jas, Manch, Yarn Agent. Pet May 24. Kay. Manch, June 17 at 12.

TUESDAY May 31, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carvell, Joseph, Shoe-lane, Dairyman. Pet May 27. Murray. June 14 at 12.
De Rin, Angelo, Westbourne-rd North, Barnsbury-park, Merchant's Clerk. Pet May 30. Pepys. June 13 at 12.

To Surrender in the Country.

Buckland, Wm, Burmouth, Merioneth, Gent. Pet May 28. Jenkins. Aberystwith, June 13 at 11.
Burn, Wm, Morpeth, Northumberland, Watchmaker. Pet May 27. Mortimer. Newcastle, June 11 at 11.30.
Cloak, Louis, Hayling Island, Hants, Grocer. Pet May 26. Howard. Portsmouth, June 13 at 12.
Cogger, Hy, Addington, Kent, Innkeeper. Pet May 28. Scudamore. Maidstone, June 10 at 11.
Cunliffe, Jas, Lpool, General Merchant. Pet May 27. Hime. Lpool, June 15 at 2.
Ellis, Edwin, Morley, Yorks, Manufacturer. Pet May 26. Nelson. Dewsbury, June 16 at 3.
Fisher, Thos, Bristol, Umbrella Manufacturer. Pet May 26. Harley. Bristol, June 14 at 1.
Gostling, John, Brighton, Sussex, Tailor. Pet May 27. Eversheld. Brighton, June 15 at 10.
Harris, Geo, sen, Earsham, Norfolk, Farmer. Pet May 28. Pretyman. Ipswich, June 11 at 1.30.
Hill, Richd, Barnet, Hertford, Ironmonger. Pet May 18. Harris. Barnet, June 17 at 12.
Hingley, Wm, Blackbrook, Worcester, Boat Contractor. Pet May 27. Dudley, June 11 at 12.
King, Geo, Ardwick, Manch, Soap Manufacturer. Pet May 28. Kay. Manch, June 23 at 9.30.
Nemcherloglu, Abraham, Manch, Merchant. Pet May 28. Humphrys. Manch, June 23 at 9.30.
Nemcherloglu, Hadji Yany, Manch, Merchant. Pet May 26. Kay. Manch, June 23 at 9.30.
Owen, David, Maesmawr, Merioneth, Common Carrier. Pet May 28. Jenkins. Aberyswith, June 13 at 11.
Owen, Wm, Maesygarnedd, Merioneth, Farmer. Pet May 28. Jenkins. Aberyswith, June 13 at 11.
Palmer, Ann, Hadlow, Kent, Widow. Pet May 25. Walker. Tunbridge Wells, June 13 at 3.
Roberts, Mary, Maindee, nr Newport, Monmouth, Licensed Victualler. Pet May 27. Roberts. Newport, June 20 at 1.
Sills, Hy, Mansfield, Nottingham, Builder. Pet May 25. Patchitt. Nottingham, June 13 at 11.
Stonex, Richd Harris, North Elmham, Norfolk, Wheelwright. Pet May 28. Palmer. Norwich, June 14 at 12.
Ullivero, Peter Thos, Bartington, Cheshire, Grocer. Pet May 28. Broughton. Crewe, June 16 at 12.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Walters, Emily, Prisoner for Debt, Walton. Adj Feb 18. Lpool, June 17 at 2. Norton, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, May 27, 1870.

Alwen, John Norrish, Cudham, Kent, Miller. May 23.
Welch, Frank, & Alfd Welch, Panton-st, Licensed Victuallers. May 25.

TUESDAY, May 31, 1870.

Elliff, Jeremiah, Caterham, Surrey, Builder. May 30.
Schondorf, Michael, Gt Tower-st, Corn Broker. May 30.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form :—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

A large Discount for Cash.

BILLS of COMPLAINT, 5/6 per page, 20 copies, subject to a Discount of 20 per cent. for cash; being at the rate net of 4/6 per page—a lower charge than has hitherto been offered by the trade.

YATES & ALEXANDER, Printers, Symonds-inn, Chancery-lane.

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WEDNESDAY NEXT, JUNE 8th, at the AUCTION MART, Tokenhouse-yard, commencing at ONE o'clock.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

ENFIELD.—A very enjoyable Freehold detached Residence, two miles from the railway station, and known as Holme-villa, The Ridgway; standing within its own grounds of over six acres, laid out in pleasure and kitchen gardens, lawns, orchards, and meadow, with outbuildings.

ENFIELD.—A detached Residence, known as Holly-hill Cottage, Enfield Chase, flower garden with greenhouse and fishpond, kitchen gardens, and paddock, with out-offices; about two acres. Vendor's Solicitors, Messrs. Cox & Sons, 4, Cloak-lane.

ISLE OF WIGHT.—The Bembridge-lodge Estate, a beautiful freehold property on the coast, overlooking Brading Harbour; comprising a charming residence, extensive park-like grounds of about 53 acres, with first-rate out-offices, conservatories, walled-in gardens, lawns, plantations, shrubbery walk to the church, which stands on the border of the property, and every qualification of a perfect marine retreat, with great building capabilities. Vendor's Solicitor, Jno. Rae, Esq., 9, Mincing-lane.

STAINES.—A capital Freehold Family Residence, with ornamental pleasure grounds, gardens, lawns, stabling, and out-offices, most cheerfully situate on the high road, and near the railway station. Vendor's Solicitors, Messrs. Satchell & Chapple, Queen-street, Cheapside.

SUSSEX.—Freehold Residence and Estate of 26 acres, complete in all the requirements of a gentleman's country abode, beautifully situate on the borders of Kent, in the parish of Hurst Green, one mile from the Etchingham station on the S.E. Railway. Vendor's Solicitors, Messrs. Reyboux & Phillips, 99, Cannon-street.

In BERKS, near the Ascot Railway Station.—A beautiful Freehold Residence, distinguished as Englemere, one of the most attractive and enjoyable on a small scale within the Royal county, situate in the salubrious parish of Sunninghill, within beautiful gardens and park-like lands 63 acres in extent; containing fifteen to eighteen chambers, bath room, boudoir, beautiful drawing room, with lovely view, handsome dining room, library, billiard room, &c., and excellent domestic offices; stabling for eight or ten horses, coach houses, men's apartments, farm yard, with ranges of model buildings. Vendor's Solicitor, J. Crowdy, Esq., 17, Serjeants'-inn.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE 15th, at the AUCTION MART, Tokenhouse-yard, commencing at ONE precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT OF SALES:—

VICTORIA-PARK.—Long leasehold ten roomed House and Garden, No. 10, Prince's-terrace, Bonner's-road, in hand; estimated value £40 per annum; long term, low ground rent. Vendor's Solicitor, W. Metcalf, Esq., 2, Gresham-buildings, E.C.

REGENT-STREET and PICCADILLY.—Crown lease for forty-eight years unexpired, at a nominal rental, of the Commanding Business Premises, No. 8, Piccadilly, at the corner of Regent-circus. Vendor's Solicitor, Samuel Potter, Esq., 36, King-street, Cheapside.

ROTHERHITHE.—Freehold Waterside Premises, Prince's-stairs, Rotherhithe-wall, with a frontage of 63 feet to the Thames, occupying a superficial area of 3,411 feet, consisting of spacious warehouses, four stories in height, and vacant ground at side. Vendor's Solicitors, Messrs. Waltons, Bubb, & Waltons, 30, Great Winchester-street, E.C.

UPPER TEDDINGTON.—Four semi-detached Freehold Villa Residences, Nos. 1, 2, 3, and 4, Huntingdon-place, Hampton-road, substantially built, of handsome elevation, and arranged with every requisite for the comfort and convenience of respectable families; rental value £660 per annum. Also a valuable Plot of Freehold Building Land adjoining. Vendor's Solicitors, Messrs. Ashurst, Morris, & Co., 6, Old Jewry.

COLEMAN-STREET, No. 21.—Lease for eleven years unexpired of these Premises, at the low rental of £83 per annum.

DALSTON.—Three long Leasehold ten-roomed Residences, Nos. 29, 37, and 39, Colvestone-crescent, Ridley-road, with garden; two let, one in hand; the rental value of £152 per annum. Long terms, low ground rents. Vendor's Solicitors, Messrs. Shaen & Roscoe, 8, Bedford-row, W.C.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE 22nd, at the AUCTION MART, Tokenhouse-yard, commencing at ONE o'clock precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

KENSINGTON-PARK ESTATE.—Valuable Freehold Ground-rents, amounting to about £150 per annum, arising from capital private house property, forming a compact portion of the above estate. Vendor's Solicitors, Messrs. Smith, Guscotte, & Wadham, 19, Essex-street, Strand.

DRURY-LANE.—Leasehold House and Shop, No. 11, Feather's-court, formerly a public house. In hand. Term 30 years unexpired, at a low ground-rent. Vendor's Solicitors, Messrs. Kingdon & Williams, Lawrence-lane, E.C.

SOUTH WALES, in the beautiful vicinity of Chepstow, overlooking the Bristol Channel and the estuary of the Severn, an easy drive from a station on the main line of railway, and the same distance from the new passage in connection with the Bristol and the South Wales Railway.—Charming Freehold Residence and Estate of nearly 330 acres, distinguished as Penhein. Vendor's Solicitors, Messrs. Whittington & Son, 41, Wilson-street, Finsbury.

HENDON.—Valuable and attractive Freehold Estate, close to the Millhill station on the Edgware, Highgate, and London Railway; comprising about 13 acres of first-rate building land. Vendor's Solicitors, Messrs. Smith, Guscotte, & Wadham, 19, Essex-street, Strand.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE, 29th, at the AUCTION MART, Tokenhouse yard, commencing at ONE o'clock.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

WESTMINSTER.—Valuable Freehold Estate, comprising the premises Nos. 18, 19, and 20, Marsham-s treet, with extensive range of stabling, yards, and buildings in the rear, occupying an area of 8,200 feet, with a commanding frontage of about 60 feet, presenting an excellent site for the erection of a commodious range of modern buildings Vendor's Solicitors, Messrs. Smith & Wall, New-inn, Strand.

PENGE, Surrey.—With possession, an unusually substantial modern detached Freehold Villa Residence, standing in its own grounds of over 2 acres, distinguished as Upton Villa, on the high road to Beckenham and a few minutes' walk from the two railway stations. Stabling, coach house, &c. Vendor's Solicitors, Messrs. C. and J. Allen & Son, Carlisle-street, Soho.

DALSTON-LANE.—A valuable Freehold Property, comprising Nine Houses, Nos. 5 to 12 and 14, Tyssen-terrace, and close to the railway station on the North London line, together of the rental value of £310 per annum.—Vendor's Solicitor, F. J. Donne, Esq., 1, Prince's-street, Spitalfields, E.C.

FOREST-HILL.—A valuable Freehold Property, situate on the preferable side of the hill, within a short distance of the Railway Station and the Crystal Palace, comprising two well-built, modern semi-detached residencies, with large gardens; also valuable freehold building land adjoining. Vendor's Solicitors, Messrs. Fearon, Clabon & Fearon, 21, Great George-street, Westminster.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JULY 6th, at the AUCTION MART, Tokenhouse-yard E.C., commencing at ONE o'clock precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

MIDDLESEX and HERTS.—Charming Freehold Property at Elstree, comprising a substantial family residence, standing on an eminence surrounded by its own grounds, lawns, kitchen garden, and meadow land, in all about 21 acres; let on lease for an unexpired term of twenty years at the yearly rent of £350. Vendor's Solicitors, Messrs. Freshfield, Bank-buildings, Lothbury.

CITY-ROAD.—A valuable and important Estate, advantageously situate close to Finsbury-square, with frontage to the City-road and two side streets, offering great capabilities for the erection of an extensive range of warehouses or manufacturing premises; held for a long term at a ground-rent. Vendor's Solicitor, W. Weall, Esq., Doctors'-commons.

BRIXTON.—Two excellent long Leasehold semi-detached Villa Residences, situate and being Nos. 3 and 4, Overton-road, Angell-park. Rental value £120 per annum. Long term at low ground rents. Vendor's Solicitors, Messrs. Harrison, Beal, & Harrison, 19, Bedford-row, W.C.

UPPER NORWOOD.—Valuable and charming Freehold Estate, comprising a handsome family residence, built in the Italian villa style, and distinguished as Beaumont, situate at Upper Norwood, about a mile from the Norwood Junction Railway Station and the Crystal Palace, and commanding an uninterrupted view, extending over Richmond, Wimbledon, Epsom Downs, and to Windsor Castle; containing nine bed chambers, bath room, three reception rooms, and conservatory, and superior domestic accommodation; stabling for four horses, coachhouse, &c., pleasure ground, vinery, paddocks, &c., in all about five and a quarter acres. With possession. Vendor's Solicitors, Messrs. Booty & Butt, 1, Raymonds'-buildings, Gray's-inn, W.C.

No. 24, Gresham-street, Bank, E.C.

In the counties of Somerset and Dorset.—Important and valuable estate of 554 acres, with a capital mansion-house, several capital residences, farm-houses, cottages, and buildings, situate adjoining the South Western Railway, close to the Crewkerne Station.

MESSRS. WAINWRIGHTS & HEARD
beg to announce that they are instructed to submit to public competition, at the GEORGE HOTEL, CREWKERNE, on TUESDAY, JUNE 21, 1870, at TWO for THREE o'clock in the afternoon, a very valuable and highly important RESIDENTIAL ESTATE, upwards of 554 acres in extent, partly freehold, and partly held for long terms of years absolute, desirably situate in the parishes of Misterton and Crewkerne, in the county of Somerset, and Mosterton, in the county of Dorset, comprising an excellent family mansion, known as "Misterton House," with lawn, pleasure grounds, gardens, conservatory, stabling, and offices, replete with every convenience. An attractive and most convenient residence, called the Lodge, with suitable offices placed in park-like grounds near Misterton church, with excellent walled gardens. A comfortable residence and garden in Misterton, adjoining the turnpike-road. The OLD MANOR FARM-HOUSE, with suitable homestead and buildings, several good cottages, and the smith's shop in the village. Another good FARM-HOUSE and BUILDINGS at Bluntsmoor, and sundry closes of rich meadow and pasture, very fertile arable, and luxuriant orchard land, principally arranged in three suitable farms; the whole farmed by the proprietor, and in the highest and most perfect state of cultivation. The property is studded with plantations and underwoods, forming excellent preserves for game. The whole is abundantly supplied with water, and very superior building and limestone can be quarried on several portions of the estate. Many of the lands abut on [the turnpike-road, close to the railway station, and are admirably situated for building sites, being within one mile of the town of Crewkerne, and commanding extensive and beautiful views over a rich and picturesque country. The estate will be first offered in one lot, and if not sold, then in 26 lots, as described in particulars, or in such other lots as may be determined at the time of sale.

The property may be viewed by application to Mr. John Warren, the bailiff, at the Manor House, Misterton; and printed particulars and plans may be obtained at the said Manor House; the place of sale; the George Inn, Chard; the Choughs, Yeovil; at the offices of WAINWRIGHTS & HEARD, Surveyors, Shepton Mallet; or at the offices of Mr. BATTEN, Solicitor, Yeovil.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL, *and of the* WEEKLY REPORTER, *is now at* 12, *Cook's-court, Carey-street, W.C.*

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JUNE 11, 1870.

ON THURSDAY THE COURT OF COMMON PLEAS decided in favour of the petitioners the special case arising out of the Bristol Election. This result probably was not very generally anticipated, as the real nature of the point reserved was not generally known, and even now the decision seems much misunderstood by our contemporaries. The decision of the Court proceeded on the ground pointed out by us last week, that each person who voted for Mr. Robinson at the test-ballot did endeavour to procure his return. It was, therefore, bribery to give money to persons to induce them so to vote. It was stated by Baron Bramwell, as a fact, that at the time when the test-ballot was held there was a well-founded belief that the candidate who then obtained the majority would ultimately be returned.

This being so, it followed, almost as of course, that a vote for a candidate at the test-ballot was an endeavour to procure his ultimate return. It is needless to say that the decision, though unexpected, was in our opinion quite right, and moreover will be a beneficial one.

WE PRINT IN ANOTHER PART of this week's number two new series of rules just issued for use in the county courts, one relating to proceedings under the Debtors Act, 1869, the other to ordinary common law and equitable proceedings. The new Debtors Act rules are very short, but of considerable importance. Rule 2 of the rules originally issued in January last directed that a judgment-summons should not be issued by a court within the district of which the judgment-debtor did not reside except with leave of the Court. This rule was general in its terms; and it was pretty clear that the framers of the rule had not present to their minds section 3 of the County Court Act, 1867, by which, if an action is commenced in a metropolitan court, all subsequent proceedings in the action are to be taken in the same court if the party against whom they are taken resides or carries on business within the district of any of the metropolitan county courts. Hence, as far as the metropolitan courts were concerned, the Act and the rule were inconsistent. Rule 3 of the rules just issued gets rid of this difficulty by saying that for the purpose of judgment-summonses the districts of the metropolitan courts shall be deemed one district.

Rule 4 makes a change of great utility, though one which we should be greatly inclined to say was quite *ultra vires* were it not that there is a strong precedent in its favour. Section 5 of the Debtors Act gives power to commit for "any debt due in pursuance of any order or judgment." The Rule Committee in framing their original rules appear to have construed these words strictly, and to have held that though they included the amount of a judgment with costs up to judgment, they could not include any costs subsequent to judgment, such as costs of an unsuccessful execution. But the Court of Chancery, in its orders under the same Act, having in the meantime taken a more liberal view of the construction of the section, the Rule Committee have now provided that "all costs incurred by the plaintiff in endeavouring to enforce an order or judgment shall be deemed to be due in pursuance of such order or judgment," and they have altered the forms in use accordingly.

The remaining new rules are framed with the view of defining more clearly than was formerly done the mode of procuring, in the case of a debtor against whom a judgment-summons has been issued, and who wishes to raise a defence under the Bankruptcy Act.

Of the new rules issued with respect to common law and equitable proceedings, the most important are those upon the following subjects. Rule 3 enables a person entitled to money which has been paid into a county court other than that within the district of which he resides or carries on business, to have the amount remitted to him by post-office order. The new rule, however, does not include the not uncommon case of money being paid in to the credit of a defendant, as, of course, a defendant has no plaint note to send. The rule would have been complete if after the words plaint note there had been inserted "or the summons if the applicant be defendant." Rule 4 enables any person about to commence proceedings in a court within the district of which he does not reside to do so by sending the necessary particulars to the registrar by post. We hardly see why the metropolitan districts should be excepted from this alteration. Rule 5 makes the districts of the metropolitan courts one district only for the purpose of rules 3 and 4. The effect of which will be that a person residing, say at the N.W. extremity of the Marylebone district, and having money paid to his credit at Whitechapel, will have to travel some dozen miles to get it, unless the registrar chooses, at his own risk, to send the money by post. Generally speaking registrars are courteous enough to issue summonses by post now, if something like this rule 4 is complied with by applicants, but in London suitors will be deprived of that convenience if registrars act strictly on rule 5 in the matter. There is certainly a far greater interchange of business in the metropolitan districts than anywhere else, to the great advantage of the public, and why that interchange should be restricted in the manner intended it is hard to imagine. As to payments a better rule would be to fix a limit of say two miles from a court, beyond which money might be sent to the court or received by claimants through the post; the transmission of course being at the expense and risk of the interested parties. Rule 13 provides that, in proceedings for the recovery of small tenements, and in actions of replevin, costs may for the future be allowed upon the higher county court scale, that is to say, the scale applicable to actions of contract where more than £20 is claimed. Rule 14 corrects an awkward inaccuracy of expression occurring in the scale of costs issued in 1868. That scale provided for costs according to the higher standard in the case of "actions of debt on contract *exceeding* £20," and in the case of "actions of tort *where damages recovered exceed* £20." But it did not in terms apply to actions of tort in which more than £20 damages were claimed, but less than that sum recovered, or a verdict found for the defendant. The new rule applies the higher scale, both for the benefit of plaintiff and of defendant, to actions of tort in which more than £20 is claimed, though less may be recovered, or the judgment may be for the defendant.

THE IMPERIAL COURT OF AIX has just pronounced a decision which is of considerable importance to English merchants and shipowners.

The litigation arose under the following circumstances. On the 30th of December last a collision took place near Gibraltar between the steamer *Thetis* and the ship *Sardis*, both sailing under the English flag. Thereupon the agents of the freighters and captain of the *Sardis* sued the captain and freighters of the *Thetis* before the Tribunal of Commerce at Marseilles, seeking to recover on

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behalf of the owners of the *Sardis* the sum of 493,500 francs, which was the amount insured on the vessel, 125,000 francs, the extra value of the vessel not covered by the insurance, and for the value of the cargo, a sum to be ultimately settled by an account. The action was taken up by the underwriters of the *Sardis*, French subjects, to whom a notice of abandonment of the *Sardis* had been given. The defendants demurred to the jurisdiction of the Tribunal of Marseilles on account of their English nationality and domicil. There could have been no doubt of their being entitled to do so, according to the law of France, had the underwriters not intervened; but the latter were French subjects, and by article 14 of the Code Napoleon "an alien, though not residing in France, may be cited before the French tribunals for the obligations contracted with French subjects in a foreign country." This article, though framed apparently with reference only to obligations *ex contractu*, has been held to apply to all rights whatsoever claimable in a court of law, and to extend even to civil actions *ex delicto* and *quasi ex delicto*. The underwriters took advantage of this article to resist the demurrer of the defendants. The defendants, in support of their demurrer, relied on a distinction between actions arising out of rights which at the very outset had belonged to French subjects and actions springing from rights which originally existed in favour of aliens but had been subsequently transferred to French subjects. They contended that, the action having been instituted originally by English subjects, and the French underwriters being entitled to the benefit of it only through the subsequent abandonment, they stepped into the shoes of the original plaintiffs, and could have none but the rights which pertained to the latter. This distinction between rights which have been French *ab ovo* and rights which have only acquired, as it were, a French domicil by being shifted to a French subject, is no novelty in French jurisprudence. It originated with respect to such rights as cannot be transferred without a regular assignment. Upon these all were very soon agreed. A French subject entitled under an assignment from an alien, could not any more than that alien claim the benefit of article 14 of the Code Napoleon, and bring his action against a non-domiciled foreigner before the French Courts. Afterwards the question was raised as to bills of exchange and other negotiable instruments. When instruments were drawn to order or to bearer, the present holder being for most purposes considered as if he had received them direct from the drawer, it became a settled rule that where the debtor was an alien he might be sued by a French holder before the French Courts. The Court of Cassation, indeed, has gone so far as to decide that the same rule obtained even where the instrument had been dishonoured and endorsed over to the French holder after date. That decision, however, has been questioned and much criticised. In the present case there was no negotiable instrument; and the demurrer of the defendants to the jurisdiction of the French Courts seemed as fully operative against the French underwriters as against the owners of the English vessel which had suffered in the collision. But the underwriters bethought themselves of a way by which to take their case out of the ordinary rule. They contended that the abandonment of the vessel by the owners to the insurers had a retroactive effect, and that by the operation thereof they were to be considered as having been the owners of the vessel at the time of the collision, and therefore to be in court, not as the representatives of the English owners, but in their own right as French plaintiffs, entitled to claim the benefit of article 14 of the Code Napoleon. This view the Tribunal of Commerce of Marseilles adopted, and held that the demurrer of the defendants was not tenable. They appealed, however, to the Imperial Court of Aix, within whose jurisdiction Marseilles is situate. The Appeal Court quashed the decision of the Court below, on the ground that the abandonment had no retroactive effect, and that article 385 of the Code of Commerce plainly defines the title of the insurers to become proprietors of the property insured, as dating from the acceptation or validation of the abandonment.

THE LANGUAGE OF THE 31st section of the 30 & 31 Vict. c. 142, has been lately the subject of comment in the Court of Exchequer, and it was pointed out that the section apparently fails to effect one of the objects which the framers of the Act had in view. We refer more particularly to these words of the section, "Upon the issue of the summons any action which shall have been brought in any court . . . shall be stayed." The attention of the Court was drawn to the point in a case of *Ward* v. *Jackson*. The plaintiff in that action was the holder of a bill of sale duly registered on the goods of a certain person to whom the defendant stood in the relation of a county court execution creditor. The high bailiff having seized and sold the goods on behalf of the defendant, and the plaintiff having, under her bill of sale, laid claim to them, an interpleader issue was directed to be tried, to determine their rival claims. This issue terminated in favour of the plaintiff, who recovered, not only the costs of the issue, but also the proceeds of the execution sale, which had been paid into court, but the county court judge having exclusively confined the question before him to the ownership of the goods, the present action, of which the declaration was in trespass and trover, was subsequently brought to recover damages alleged to have been consequent on the trespass to and sale of the plaintiff's goods. On the argument of a rule which had been obtained to stay the action, it was contended on behalf of the defendant that the effect of the order made by the judge at the trial of the interpleader issue was to stay the present action, and that the Court by now disallowing the continuance of it would only effect the obvious intention of the Legislature, which meant in enacting the section to make the county court a court which should be practically one of last resort for litigants of narrow means and for the decision of questions involving only trifling sums of money. For the plaintiff it was urged that the summons which had issued in the interpleader was entirely confined to the question of the ownership of the goods seized by the high bailiff and claimed by the plaintiff and defendant, and that the interpleader was intended for the protection of that officer and not for the determination of any questions which might arise between rival claimants. The Court, in giving judgment, said that the words of the section "shall have been brought" clearly referred only to actions commenced before the issue of the summons in the interpleader issue, and, therefore, that the present action could not be stayed under them; but at the same time it expressed a very certain belief that the intention of the Legislature had been to stop actions like the present which, from the circumstances surrounding them, formed proper subjects for county court jurisdiction, and further expressed regret that the language of the section had failed to carry this into effect. Under these circumstances, the Court, being unable to stay the action and to give entire relief to the defendant, granted him a rule to add an additional plea. We imagine that no plea will be of much avail to him against the plain words of the section, and that nothing short of legislative interference can cure the evident defect under which the section in this respect labours. To effect the benefit which the section is meant to confer and to check expensive litigation for trifling ends all that is wanted is the interpolation of three words "or shall be" after the words "shall have been."

THE ATTORNEY-GENERAL has brought in a bill to effect an object, of the propriety of which there can be no doubt—viz., to amend the law relating to the extradition of criminals. The bill ought to have been brought in last session, but was postponed to more important measures. We expressed a hope at the time this

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was announced that the bill would be laid before Parliament at any early period this session (13 S. J. 807), instead of which the Whitsuntide recess is at an end, and yet the bill has not been read a second time. The bill proposes to make but two great alterations in our municipal law relating to extradition. The first is that it ratifies by anticipation all extradition treaties which the Government of the day may henceforth enter into. Secondly, the list of crimes to which extradition treaties may hereafter extend is much enlarged, and comprehends counterfeiting coin, embezzlement and larceny, obtaining goods or money by false pretences, crimes against the bankrupt laws, robbery, sending threatening letters, burglary, and frauds by a banker, factor, trustee, or director or public officer of any company made criminal by any existing law. Of course we cannot insist that every State with whom we may enter into a treaty shall adopt this list in its integrity, but we may hope that they will be induced to do so. When an extradition treaty is entered into the Act is to be applied thereto by Order in Council with "such conditions, exceptions, and qualifications as may be deemed expedient," and the order is to be gazetted, and to lie on the tables of both Houses of Parliament. One restriction is that the treaty must be determinable by a year's notice.

There are, of course, sufficient provisions in the Act to prevent the surrender of political offenders, and also to effect that a surrendered criminal shall not be tried for any but the extradition crime until he has been restored or has had an opportunity of returning to her Majesty's dominions.

The safeguards of political refugees under the bill are three-fold. First, no warrant is to be issued under the Act except by order of a Secretary of State. The Secretary of State may refuse his order if he is of opinion that the offence is of a political character, and may also, under similar circumstances, order the discharge of any offender who is a person preparatory to extradition. Secondly, the magistrate before whom he is brought may receive evidence to show that the crime is not an extradition one, or is a political offence, and upon proof thereof must discharge the offender. Thirdly, when, from a *primâ facie* case being made out against an offender, he is committed to prison to await his extradition, he is not to be surrendered for fifteen days, during which time he may apply for a writ of *habeas corpus*.

To the principles of the bill we give a general approval, and trust that nothing will prevent its becoming law this session.

THE LIST OF MARKS for the second periodical examination of the candidates selected for the Indian Civil Service in 1869 has just been issued. The Commissioners state that when less than half the minimum marks are obtained the knowledge shown is "not satisfactory." In spite of this intimation and the easiness of the papers eleven candidates have failed to obtain half marks in Jurisprudence, and no less than twenty-one—nearly half the whole number—in Indian law. This is a fair specimen of the value of the legal training future Indian judges obtain under the present system. No wonder complaints of the maladministration of justice in that country are so frequent.

THE COMPLAINT made against the Metropolitan police by Mr. Mathieu demands a passing notice in our columns. Mr. Mathieu says that he was standing peaceably one Saturday afternoon in a crowd which had been attracted near the Horse Guards by some military evolutions, when he was suddenly arrested and marched off, first to the King-street police-station close by, and afterwards thence to Bow-street.

The only act of which he was conscious, which could give rise to suspicion against him, was his having "made rather an abrupt movement of his right hand along his trousers." After being detained at Bow-street some time, he was informed that it would not be possible to have his case brought before any magistrate that day. (The way seems to have been blocked by the miserable *cause célebre* of the period). Finding that forty-eight hours' detention was to be his lot, the prisoner requested to be allowed to communicate with his family, but this he says was refused him, nor was he allowed to send for provisions. The police, however, seem to have visited his house in the meantime, for on the Sunday, about one p.m., Mrs. Mathieu arrived with some provisions. On the Monday morning the case was brought before the sitting magistrate when, of course, Mr. Mathieu was discharged as an innocent man.

The arrest was unfortunate, but we do not, upon the above facts, see that there is any ground for complaint against the police on that account. The "abrupt movement" of the hand which Mr. Mathieu remembered to have made no doubt resembled strongly the action of a thief trying a pocket, and the policemen were deceived by it. The police have a difficult task to discharge in crowds, and we may leave them to judge what circumstances of suspicion justify an arrest. It is quite possible for anyone to imitate unconsciously the actions of a pickpocket, just as uninitiated persons have, we believe, been known to make Freemasons' signs without being aware of anything of the kind. So far as this goes, the police seem to have done no more than their duty.

As to the other ground of complaint; the length of this unfortunate man's detention seems to have been attributable simply to his having had the misfortune to do the innocent but suspicious act on a Saturday. If brought before the magistrate at once he would probably have been remanded for inquiries. But there is no excuse whatever for the refusal to send a messenger to the prisoner's family; and in that respect the conduct of the police at Bow-street was (if Mr. Mathieu's account is correct, and the contrary has not been shewn) particularly improper.

THE ATTENTION OF CONVEYANCING LAWYERS has been aroused by the fact, that in a case of *Freeman* v. *Pope*, heard last Tuesday on appeal from the dicision of Vice-Chancellor James (18 W. R. 399), both Lord Hatherley and Lord Justice Giffard express an opinion that the *dictum* of Lord Westbury, delivered in the leading case of *Spirett* v. *Willows* (13 W. R. 329) was couched in too broad terms. Lord Westbury had said.—"If the debt of the creditor by whom the voluntary settlement is impeached existed at the date of the settlement, and it is shown that the remedy of the creditor is defeated or delayed by the existence of the settlement, *it is immaterial whether the debtor was or was not solvent after making the settlement.*" Their Lordships seem to be of opinion that the proposition, as a mere abstract proposition, goes too far. It does not seem, however, that there will be any practical difference. Their Lordships adhere to the rule that the consequences of the settlement interpret the intention with which it was made, whereas the Vice-Chancellor appeared to think that the Court must be able to infer an actual conscious intent to defraud creditors, before it could rightly set aside a voluntary settlement under the statute of Elizabeth.

LEGAL EDUCATION FOR THE BAR.

While the details of the legal education scheme now on foot are as yet undetermined, is perhaps the best time to pass in review the general posture of the matter.

The Inns of Court were once a legal university in which each student was brought under a definite educational system; under which system no one was admissible to the degree of barrister, till he had undergone the educational process. Very possibly in those less levelling days, and in the absence of modern publicity, there was favouritism occasionally, but at any rate—and this is the fact that most concerns us—our ancestors professed not to let any one become a barrister till he had been taught his business. We do not at present make the same profession.

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With regard to solicitors there is a much stronger *primâ facie* reason in favour of a compulsory educational test than in the case of the bar. Solicitors are employed by the lay public to transact for them a technical description of business relating to a subject of which the latter are quite ignorant. The employers therefore, not being able to judge whether a solicitor possesses the necessary knowledge, it is necessary that some public body should judge for them on a large scale; and that is done by the Incorporated Law Society. But with respect to the bar the case is different. Those who employ counsel are themselves lawyers, and consequently competent to judge whether any particular barrister does or does not understand his business. It is said, therefore, that practically a barrister will only acquire a practice by showing himself capable of conducting it, and that, consequently, there is no need of an educational test for counsel. Indeed, this was the view taken by Baron Martin in his evidence before the late commission. On the other hand, it is contended that this hardly applies to those instances, now much commoner than formerly, in which the young barrister is the son or nephew of a solicitor in large business, and is consequently pitchforked into practice as soon as he has been called to the bar. The distinction between the position of the barrister and the solicitor is a real one. A foreigner, if told that in England a young gentleman may, "as the fact is," get himself called to the bar without possessing the merest acquaintance with law, or without even having opened a law book, would very probably infer that barristers, as a class, are ignorant of law. The distinction just mentioned explains, perhaps, how it is that they are not so. But it cannot be accepted as a proof that it is not worth while to have a regular system of compulsory bar education. Indeed, the institution of an optional system of education presupposes that there should be a compulsory test. If the means of public education are worth *offering*, the rejection of the offer should be not permitted. The popular idea of the first few years of a young bar-student or barrister's career is not by any means an accurate one, at least if we may judge by the pictures of life and manners contained in the very numerous novels which the public write and the remainder of us skim occasionally. We find him usually represented as devoting himself to society and literary or dramatic authorship, until his chance suddenly befalls him in the shape of a "dock-brief," when he makes a very eloquent speech for the defence, and finds himself launched at once into a roaring practice; indeed, in the lady novelist's view, all barristers practice in the Criminal Court, and rhetoric is the only qualification necessary—A picture which is undoubtedly more picturesque, in the stagey sense, than that of a man grubbing by himself away at his law books and reports, sitting now and then in court to hear a particular point argued, sometimes doing, especially if intending himself for the Chancery Bar, a little "devilling" for an older practitioner,—laboriously preparing himself to be able to utilise his chances when they come to him, and at last creeping very gradually up into a practice. We may take it for granted that, not invariably, but in the large majority of cases, that is the manner in which a man who has succeeded at the bar has spent his years of studentship and brieflessness. Still there is an incompleteness about this educational process, taken even at its best; it is an education "picked up" haphazard; it resembles the meals which a tinker's pony picks up day by day off a scrubby common or roadside hedge-bottom, rather than the regular feeding of young stock on a rich pasture. Very much will always remain to be acquired during actual practice; indeed, however successful a student's education may have been, the number of facts he will learn during his many years of actual practice must, in the nature of things, far outnumber those learnt during the three or four years of his studentship. But when a solid substratum has been laid, the subsequent acquirements are more valuable than ever. More is learnt afterwards, and what is so learnt is better arranged and better remembered. The establishment of the law university is intended to ensure this foundation in every case.

There is one point which we should not omit to notice, inasmuch as it has been laid hold of both by the advocates of the change and by those who consider it unnecessary. We mean the effect of a compulsory test on that class of barristers who are barristers in name only, who never intend practising and do not practise, but are called to the bar, as the phrase is, for "ornamental" purposes, before they take up their abodes in the country as county gentlemen and magistrates. It is said that these men will no longer enter the profession of which at present they are only nominal members, and that the *prestige* of the bar will suffer in consequence. It is right to attach great importance to the maintenance of the bar *prestige*, but in the main (though, of course, the two things react on each other to some extent) these "ornamental" barristers are to be considered as attracted by the *prestige*, and not as conferring it themselves. Apart from that, there is no earthly reason why a man should be allowed to bear the name of a lawyer if he knows no law and does not mean to practise, and many good reasons why he should not be allowed. We believe, too, the result will be, that this class of men will consider the call to the bar worth attaining at the cost of undergoing the education, and that by this means the standard of legal knowledge among country J.P.'s will be materially raised—an elevation which it certainly stands in need of.

Yet, in looking forward to the new state of things, we must guard ourselves from disappointment by not raising our expectations too high. We are not to fancy that a students' examination can do everything. It will be a guarantee that each man who has passed it has learnt so much as renders him fit to pass the threshold of a profession in which he will have to learn a great deal more. The students will not step into their profession, like so many Minervas springing out of Jupiter's head, armed in complete panoply of knowledge. It would be scarcely more possible to work an examination system the testing measure of which should be the knowledge which is or ought to be possessed by a barrister making say £1,000 a-year, than to work an examination test for the bench. We are not now referring to the heterogeneous nature of the knowledge possessed by an able practitioner, comprising every description of information, from dry historical rules of law to points of practice and undefinable experiences gained in practice, but to the fact, an *a priori* one, so far as examinations are concerned, that it is impossible to make a pass-examination a measure of the attainments of the practising members of a profession. But it is possible by strict care and vigilance to prevent the pass-examination from degenerating, as all pass-examinations tend to degenerate, downwards and cramwards; and this we hope the senate of the new university will look to. It is not to be forgotten that there are qualities which the barrister should possess, besides that of legal knowledge; tact, for instance, self-possession, the power of speaking, and other things which go to sum up the attributes of a good advocate. It is as impossible to test these as it would be unfair and injudicious to frame a test which should gauge the one to the very bottom and ignore the others. But the test, if kept up to a proper standard, will tend to keep these qualifications in their proper place—as subservient to, and not as superseding the necessity of, a knowledge of law.

This leads us to a topic on which we wish to throw out a suggestion. It is neither desirable nor possible to revive the old legal university in its details, but we are not at all sure that the old system of "moots" might not be revived to advantage, for the benefit of the more advanced students. The reader doubtless remembers that in olden times every student of an inn of court was required to perform a certain number of these exercises, at

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which he sustained public arguments with other students on law points. These oral disputations were then common to all universities, though they have now long since given way to the modern system of examinations by means of written question and answer. People now living can remember when the bare ceremonial of disputations in the schools still lingered at Oxford and Cambridge, but even the formality has now been abolished, and justly so, since it has long been devoid of vitality. We incline to think that for law students some assistance of the kind towards acquiring the art of speaking might be judiciously extended, especially for those who are intended for the Chancery bar, where effective speaking is not at present much cultivated. This, however, is a mere suggestion which we throw out for what it may be worth; and, as solicitors transact a good deal of advocacy in the bankruptcy and other courts, the "moot" system, if revived, should, of course, embrace both branches of the students.

The foregoing remarks have been suggested by the paper, which we printed last week, of the Legal Education Association; and we have addressed ourselves in the first instance to the case of the bar, because, unlike their brethren, the solicitors, the bar have as yet no compulsory education whatever.

EFFECT AS AN ESTOPPEL OF THE DECLARATION OF VALUE IN VALUED POLICIES.

The contract of marine insurance is a contract of indemnity, and consequently the assured is only entitled to recover, in case of loss, an amount which will compensate him for the pecuniary damage actually sustained by him. It has, however, become a very common practice for the insurers and the insured to fix at the time of insurance the value of the thing insured, so as to avoid the necessity of ascertaining its actual value if it should be lost. The value thus agreed upon is, in the absence of fraud, conclusive between the parties. On proof of loss, the insurer must pay the amount or proportion of the amount at which he agreed that the subject of the insurance should be valued.

This system of insuring by valued policies, as they are called, is simple enough when there is only one policy on the vessel or goods insured, or even when there is more than one policy, if the same value is declared in each. When, however, there are several valued policies, and the declared value differs in each, most difficult questions of law may arise; and, as the decisions on these questions are not in accordance with one another, the law is at present in an unsettled state.

One of the first cases on this subject is *Bousfield* v. *Barnes* (4 Camp. 229), in 1815. There a vessel was insured by the plaintiff by a policy in which she was valued at £8,000, and also by another policy with other underwriters, in which she was valued at £6,000. The vessel was in fact worth more than £8,000. She was lost, and the plaintiff recovered £6,000 on the first policy and then sued on the second policy. The underwriters on the second policy argued that, as the value of the vessel was declared to be £6,000 only in their policy, and as the plaintiff had recovered that amount for the loss of his vessel, he must be taken to have received a complete indemnity for the loss so far as the defendants were concerned. Lord Ellenborough, however, held that the plaintiff was entitled to recover. He said: "I think the valuation in this policy is only conclusive in settling a loss upon it between the assured and the underwriters who have subscribed it, without taking into consideration what has been transacted between the assured and third persons. If a total loss happens these underwriters shall not pay more than the amount of the valuation; and if there be a partial loss the valuation regulates the amount of the average contribution. I will likewise take care that the assured do not recover upon the whole more than the real value of the subject-matter insured. But I think it is not enough for the underwriters on a particular policy to show that the assured has received from another quarter the amount of the valuation in that policy, unless this amounts in point of fact to a complete indemnity."

Bruce v. *Jones* (11 W. R. 371), 1863, is diametrically opposed to *Bousfield* v. *Barnes*. In *Bruce* v. *Jones* the plaintiff's vessel was insured by four policies, in which she was valued at £3,000, £3,000, £5,000 and £3,200 respectively. The vessel was lost. The plaintiff recovered on the first three policies £3,126. It was held in an action on the fourth policy that the plaintiff was entitled to recover only the difference between £3,200, the value declared in the policy sued upon, and the £3,126, the amount actually received by him on the other policies. In this case no question turned on the actual value of the vessel, about which in fact there was conflicting evidence. In the view taken by the Court the value of the vessel did not affect the decision. If the principle of *Bousfield* v. *Barnes* had been applied to the facts in *Bruce* v. *Jones* the plaintiff would have been entitled to recover from the defendant such a sum as would, together with the sum actually received on the other policies, amount to a complete indemnity, in fact, for the loss of the vessel (irrespective of the value declared in the policy sued on), subject only to this, that in no case could the defendant be liable for more than £3,200, the value fixed by his policy. If this principle had been adopted of course it would have been necessary to ascertain the actual value of the vessel.

The decision in *Bruce* v. *Jones*, has given rise to a good deal of comment, and it is no doubt open to this observation that it appears to produce the curious result that the amount recoverable by a person in the position of the plaintiff in *Bruce* v. *Jones*, depends upon the chronological order in which the actions are commenced upon the different policies. For instance, suppose that a vessel worth £10,000 is insured in two policies for £5,000 each, in one of which the value is fixed at £5,000 and in the other at £10,000. If the owner were to recover £5,000 on the first policy he could subsequently recover another £5,000 on the second, but if he first recovered £5,000 on the second he could not subsequently get anything on the first policy, because, as between him and the underwriters, by that policy the value of the vessel is only £5,000, and that amount he has received, and is therefore to be considered as completely indemnified. The actual decision in *Bruce* v. *Jones* did not involve this result, but this seems the consequence of the judgment, and Channell, B., although concurring in the decision, says "I think that some inconvenience might result from the rule which has been laid down, and it is not satisfactory to me that if the order assessing [the damages] had been inverted a different amount would have been recovered." In *Wilson* v. *Nelson* (33 L. J. Q. B. 220), 1864, Shee, J., expressly says, "I cannot but think that Lord Ellenborough was right in *Bousfield* v. *Barnes*. . . . And I adhere to his opinion, notwithstanding a recent case, *Bruce* v. *Jones*, for none of the cases seem really to affect the doctrine of Lord Ellenborough."

The North of England, &c., Association v. *Armstrong* (18 W. R. 520), decided last January, has an important bearing upon the principle discussed in *Bousfield* v. *Barnes* and *Bruce* v. *Jones*, although the decision was upon another point. The facts of the case were as follow:— The defendants insured a vessel for £6,000 by a policy with the plaintiffs, in which the vessel's value was fixed at £6,000. The vessel was run down by another vessel (which was one of the perils insured against) and totally lost. The plaintiffs paid the defendants £6,000. The vessel was, for the purposes of the case, assumed to be worth £9,000. Subsequently, the defendants obtained £5,500 from the ship that ran down their vessel as compensation for the loss. The plaintiffs claimed the whole of this on the ground that they had paid, as for a total loss of the vessel, the total value as declared in the policy, and that the defendants must, therefore, be taken to

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have received a complete indemnity from such payment, and the plaintiffs were consequently entitled to the £5,500 on the same principle that would have undoubtedly entitled them to any salvage on the vessel. The defendants admitted that the declared value was conclusive in an action on the policy, but endeavoured to distinguish the case of an action not founded on the policy itself. The plaintiffs were held entitled to recover, on the ground that "where the value of a vessel insured is stated in the policy in a manner to be conclusive between the two parties, the insurer and the insured, as regards the whole value of the thing insured, then in respect of all rights and obligations which arise upon the policy of insurance the parties are estopped between themselves from disputing the value of the thing insured as stated in the policy."

It is obvious that this decision may practically affect most materially the legal position of parties in cases like *Bousfield* v. *Barnes* and *Bruce* v. *Jones*. There seems but little, if any, difference in principle, when considering whether a shipowner has received an indemnity for the loss of his vessel, between compensation paid for negligence which caused the loss, and money paid under an insurance in consequence of the loss. The decision we are discussing decides that such compensation is to be treated in these cases as if it were in the nature of salvage, and there appears to be every reason for supposing that money recovered on an insurance would be regarded in the same light. Assuming that to be so it would follow that in the case we put, of an insurance by two policies for £5,000 each, the vessel being valued, in one at £5,000, and in the other at £10,000, the insured would gain nothing by suing, first on the policy of the lower, and afterwards on that of the higher declared value, because anything obtained in the second action in excess of the lower declared value would, according to *The North of England, &c.* v. *Armstrong*, belong to the underwriters of the lower policy after they had paid the full amount of the value therein declared.

This is made still clearer by the words of Cockburn, C.J., in that case. He says, "It seems to me, further, to be altogether monstrous to say that when there is a case of a valued policy and an open policy [which, of course, might raise precisely the same point as where there are two policies at different values] it is to depend upon the question of which party is first sued, whether the underwriter shall or shall not be bound to pay the full value in the policy."

The result of the *North of England, &c.* v. *Armstrong*, therefore, seems to be to limit the amount of indemnity which can be obtained where there are several valued policies to the amount of the lowest value at which the thing insured is declared in any one of the policies. This is not the actual decision, and perhaps is not the *necessary*, although it seems the logical, result of the case. There must be further litigation before the law is settled. It is clear, however, that insurers would do well, in the present state of the law, to be careful how they insure by policies in which less than the full value is declared. By so doing they may possibly lose in effect their right to obtain an actual indemnity even when other insurances have been made by open policies, or by policies in which the full value is accurately stated. Curious questions may arise under the principle of *The North of England, &c. Company* v. *Armstrong* as to the rights of insurers *inter se*, and against the insured where there are several policies of different values; but at present we have not space to enter this branch of the question.

The three decisions we have discussed may be thus briefly summed up:—*Bousfield* v. *Barnes* decides that where a vessel is insured by several policies of different declared values the insurer is entitled to an actual indemnity for the loss sustained (irrespective of the declared values) in an action on any of the policies; subject to this, that in no case are the underwriters of each policy liable to pay more than the value declared in that policy. *Bruce* v. *Jones* decides that under such circumstances the value of the thing insured (and, therefore, the amount of the indemnity) is conclusively fixed, for all the purposes of the action, by the value declared in the policy sued upon. *The North of England, &c., Association* v. *Armstrong*, rules that the value declared in a policy is not only conclusive for all the purposes of an action on the policy, but also "in respect of all rights and obligations which arise upon the policy of insurance."

THE BALLOT SCHEME.

No. II.

We gave last week nearly in the language of the bill, but more nearly in their true order, the various steps to be taken at a ballot according to the Government scheme, and our readers will be able to judge for themselves how far the objects of the bill are attained.

The objects to be attained by any ballot scheme are, we apprehend, four in number: first, to enable all persons who desire it to keep their votes secret; secondly, to force those who do not desire it to keep to themselves all proofs of the votes actually given by them, both in order to assist in the protection of others, and also in order to prevent persons being able to produce proof of their votes, and so establish a claim to a promised bribe or anything of the kind; thirdly, to enable votes of personators and disqualified persons to be struck off on a scrutiny; and, fourthly, to put a sufficient check upon the officers having the management of the poll, so as to secure that it shall be both impartially and accurately taken by them, and that the constituency shall be satisfied that this is the case.

Now, in our opinion, the last is the most important point of the four, and whatever is to be the order of preference as between the first three of the objects, which it is desired to attain if possible, they must all be subordinated to the last. It is obvious that in the Government scheme the third object is preferred to the first—that is to say, the possibility of a complete scrutiny is provided for, while only what we have called practical and not absolute secresy is attained. By practical secresy we mean that the great majority of votes will be secret, though the accidental disclosure of a vote here and there will not be impossible. However these points may be settled, we have a preliminary objection to the Government scheme, that in its present shape it does not seem to secure that the public will have confidence in the fairness of the proceedings, though with slight modifications it might probably do so. The system of counterfoils not to be inspected by anyone till after a vote has been disallowed is sufficient to give general protection to the voters, and it seems unnecessary to make the elaborate provisions of the bill as to when the papers are to be face upwards and when back upwards; this appears to be meant to prevent an agent of good memory catching sight of the mark on the back of a paper used by a particular voter, and afterwards catching sight of the mark again, and noticing how the votes are given. But as the agent who is to see the vote given and the one who is to see it counted are not permitted to be the same person, there can be no danger of this taking place. Of course, if it is to be understood that the marks by which the ballot papers are to be distinguished are to be consecutive numbers, and that the first voter coming to vote should have paper number one and so on in order, as appears to be supposed by some of the opponents of the bill, it would be comparatively easy to identify votes. We do not, however, understand that this is intended, and it certainly is not necessary to the scheme. It seems to us that the fullest facilities ought to be given to the candidates and their agents, for investigating everything that is done by the officers, with the single exception of the entries made in the counterfoils. Even the returning officer is not bound by the bill as drawn to check the returns of the presiding officers as to the manner in which they have disposed of the papers they have entrusted to them. He may do it, and probably

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would, but the candidates ought to be permitted to do so too. Again, it is not clearly provided that the agents are to see the ballot papers so as to judge of the propriety of the returning officers' decision as to their admissibility, nor is it even provided that the returning officer shall keep separately the papers which he rejects, so that it will be impossible afterwards to say which he has rejected. The result will be that in every case where the slightest suspicion arises as to the manner in which the poll has been added up, it will be necessary to present a petition for a scrutiny, in order to get the order of a competent court for an inspection of the documents. In the same way a petition must be presented in order to ascertain how the tendered duplicate votes, if added, would affect the poll. There would be no objection to having these made public. We should add that not only are the powers given to agents of the candidates most dimited, but that they are further fettered by a declaration of secresy, and by penalties for disclosing even their suspicions, so that any information they may acquire could not be made use of on a scrutiny. There is, however, one point on which a further restriction might be put upon the agents present at the polling station, without interfering with their usefulness. They might be expressly forbidden, under a heavy penalty, to take any notes of the numbers or marks on the voting papers used, in case of their seeing them. The taking of all notes could not be forbidden, but the observance of the restriction might be enforced by empowering the presiding officer to inspect, of his own accord, all notes taken at the polling station, whenever he thought fit or was requested by any agent or voter to do so. Again, we think some of the powers given to the presiding officer are liable to abuse. As to blind persons, we think they ought not to be forced to depend upon the honesty of the officer, but that they ought to have the option either of allowing him to mark their paper secretly or openly in the presence of both the agents, or else of having it done for them by some friend selected by themselves. As to persons who cannot read, if their votes were rejected altogether it would be a simple method of applying practically an educational test, which has often been admitted to be good in theory but impossible to carry out in practice. Again, with reference to the spoiled papers, if a voter shows that he has put a mark against a candidate favoured by the presiding officer, it may be much more difficult for the voter to prove to his satisfaction that he has made a mistake in recording his vote, so as to get another paper, than it would if he had voted first for the other candidate. There seems no appeal from a decision of the presiding officer on this point, whether he refuses the request or accedes to it. As regards voters who cannot read and voters who make mistakes with their papers, the case is no doubt a difficult one to deal with satisfactorily, but the difficulty is one common to all systems of ballot.

Passing on now to the schemes that have been suggested in place of that of the Government; the first is that of Mr. Leatham, who wishes, instead of the system of counterfoils, that the voting papers used by each voter shall be identified when necessary by the name or register number of the voter being written on the paper in invisible ink by the returning officer. If the ink answers its purpose, the writing is to be invisible until the paper is heated to a particular degree of temperature, and after becoming visible then, is to disappear as the paper cools. Upon the occasion of a scrutiny, each time a vote is held bad all the voting papers used at the election will have to be baked until the numbers appear. The required number will then have to be sought for amongst the lot, and when found the vote given by that paper will be struck off the poll. The baking process will have to be repeated for each vote disallowed, but whether the personal presence of the election judge will be required we are not aware. It is, we think, scarcely necessary to discuss this plan, as we cannot conceive its being really adopted. It is obvious that, while it would answer the purpose of securing secret voting in the absence of accidents, as would also the Government Bill, it is not much less liable to accidents which would result in the disclosure of the votes. Absolute invisibility of the writing would be dependent, not merely on the accuracy of the chemist who compounded the ink, but on such matters as the absolute cleanliness of the pens and the ink-stands.

The scheme that will be most formidable to the Government measure is that to be brought forward by Mr. Henry James, Q.C., a gentleman who, it is needless to say, is, from his knowledge of election law, far more competent to deal practically with the subject than the majority of members of Parliament. Mr. James proposes that the ballot shall be absolutely secret, with no marks at all on the voting papers by which they may be afterwards identified. Under this scheme a complete scrutiny will, therefore, be impossible, but by a few amendments in the law, of a comparatively simple character, a practical scrutiny will be possible, which will perhaps answer the purpose. Certainly scrutinies are now very uncommon, but their infrequency is scarcely a complete test of their value. The possibility of having a scrutiny no doubt does much to repress unfair practices such as personation or voting by unqualified persons, to which there would be a much greater temptation if no scrutiny could be had. Whether complete secresy of votes or the possibility of a complete scrutiny ought to be preferred, is perhaps a political rather than a legal question, and as such is beyond our province. It is important, however, to see to what extent a scrutiny is possible when the votes are completely secret. At present, on a scrutiny, votes may be struck off—1st, if given by persons improperly on the register; 2ndly, if given by persons properly on the register, but who have subsequently become incapacitated; 3rdly, if given by persons professing to be, but not really on the register. Votes may also be added if tendered by persons who ought to be on the register, but who have been struck off by the revising barrister, and if tendered by persons on the register whose vote has been refused owing to some one else having already voted improperly on their qualification. Now, as regards votes to be added, no difficulty will be caused by a system of secret voting. It probably will be impossible to keep the tendered votes absolutely secret, but this will not be of much importance. Regulations can easily be made similar to those contained in the Government Bill with regard to tendered votes, which will permit of the votes being added if necessary on a scrutiny. With regard to votes which ought to be struck off on a scrutiny, Mr. James makes several propositions which provide for nearly all the cases.

As regards the first class—viz., votes given by persons improperly on the register—even at present they can only be struck off if they have been retained on the register by an express decision of the revising barrister. Mr. James proposes that the register in all cases shall be conclusive that the persons whose names appear on it had a right to vote at the day up to which the register was made up, that is the 31st of July under the present law. This is not really a very great change, and cannot be looked upon as a hardship by anyone. It will necessitate, however, somewhat more attention to the revision than has been sometimes bestowed upon it. As regards the next class, Mr. James provides for a large number of the cases included in it, by a clause enacting that wherever a person is shown to have voted, who was disqualified on the ground of his having been bribed, treated, unduly influenced, employed on behalf of a candidate, or on the ground of any electoral offence of the kind, he shall be presumed conclusively to have voted for the candidate in whose favour he was so influenced, and a vote shall be struck off the poll of that candidate. There is certainly no hardship in this. As regards personators, many of these would come under the last head, as in most cases of personation there is some bribe or

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payment given for the act, and where this could be shown a vote would be struck off accordingly. As to the other cases, however, viz., of personation where it could not be proved to have been done at the instigation of a candidate or his agent, and of other disqualified persons voting, it is not possible without the means of identifying the voting papers to devise a means of striking off a vote, unless the want of qualification was discovered when the vote was given. Mr. James, therefore, confines himself to provisions likely to render the event as little likely to occur as possible, and to facilitate its detection at the time. He wishes to make wilful personation felony punishable with penal servitude; and he also proposes that on every person coming up to vote the presiding officer shall announce publicly the name and qualification that he gives; for instance,—"John Smith claims to vote for a qualification in High-street." Thus a personator will run the risk of any person in the crowd knowing either him or the right man. It is a further part of the scheme, if we understand it rightly, that the agents present are to have power to protest against the vote of any person either for personation or as being disqualified, or the like. When such a protest is made the vote is to be received, but the paper is to be marked by the returning officer. Sufficient penalties, either upon the agent or the candidate or both, are to be provided so as to prevent such protests being made without reasonable ground, and for the purpose really of detecting how a particular person votes. In this way the votes of persons disqualified for non-residence or the like may be protested against and eventually struck off, as well as the votes of personators. Mr. James's scheme seems to us to meet the cases that are most likely to occur in practice; to give, in fact, a practical though not a complete scrutiny, and we have no doubt that it will be attentively considered by the House, even if it is not adopted.

THE SEPARATE ESTATE OF A WIFE.

No. III.

In our last article we investigated the question, what sort of engagements or transactions on the part of a married woman will fasten liabilities on her separate estate; and we found that, roughly speaking, it is bound by her "general engagements." Having therefore determined what transactions will bind, it remains for us to inquire what property will be bound.

But before we thus leave the active side for the passive, we must just pause to notice a point as to the enforcement of the creditor's remedy. He cannot reach the separate estate till he has got a decree (*ante*, p. 627), unless he can show a contract specifically charging it. Meanwhile, if the married woman assigns, even after the bill filed, to a purchaser without notice, the creditor's remedy may be practically lost to him. He will have no remedy against the property in the hands of the purchaser, because the latter took without notice, and he will have no remedy against the married woman, because from the nature of the case, he has none against her personally, and she has no separate property for him to reach. This very circumstance occurred in *Johnson* v. *Gallagher* (9 W. R. 506, 3 D. G. F. & J. 522). After bill filed, the woman assigned to a third party by bill of sale; the bill was amended by inserting the assignee as a co-defendant, with a charge of collusion; but the charge not being substantiated, Lord Justice Turner (whose judgment we have already cited on the antecedent question), held that there was nothing which could be reached by a decree. Having drawn attention to this important item of practice, we will go on to examine what property will be bound.

Vice-Chancellor Kindersley laid it down very emphatically in *Blatchford* v. *Woolley* (11 W. R. 478, 2 Dr. & Sm. 206), that though the *corpus* of personalty can be settled to the separate use of a married woman, when the subject-matter is realty, you cannot so settle the fee; you cannot turn more than a life interest into separate estate, though you may bestow a power of appointment over the remainder; and in *Hoare* v. *Osborne* (12 W. R. 661, 33 L. J. N. S. Ch. 590), the same judge, in 1864, seemed to treat this as a matter beyond question. But Lord Westbury a year later, in *Taylor* v. *Meads* (13 W. R. 394, 33 L. J. N. S. Ch. 590), distinctly adopted the view that real estate may be settled to separate use *in fee*. *Taylor* v. *Meads* is, therefore, the governing case at present; and we certainly know no reason, from the nature of real property or the history of its law, why this "creature of the Court of Equity"—separate estate—should not embrace the fee simple in real property. (A portion of Lord Westbury's judgment is quoted in our first article.)

It will be convenient before prosecuting this part of our subject further, to dispose of those cases in which the wife, as a fact, has merely a life estate with a power of appointment. These cases class themselves as follows:—(1) Where the wife has a power of appointment by deed or will; (2) where she has only a power of appointment by will; in which class we must consider separately (*a*) the case in which there is a default of the exercise of the power, and (*b*) the case in which the power has been exercised.

(1.) Where the wife has the power to appoint by deed or will, the Courts, to use the words of Lord Justice Turner in *Johnson* v. *Gallagher* (*ubi sup.*, at page 518), "have certainly held the *corpus* of the property to be subject to the debts and engagements of the married woman: *Allen* v. *Papworth* (1 Ves. Sen. 163); *Hulme* v. *Tenant* (1 Bro. C. C. 15); *Heatley* v. *Thomas* (15 Ves. 596), although it is to be observed that during the life of the married woman, the Court has never gone further than to affect the limited interest." As to personalty, we do not apprehend that there is any difficulty about the Court laying its hand upon the *corpus*, if needs be: as to realty (assuming that Lord Westbury, and not Vice-Chancellor Kindersley, is right as to its capability of being settled in fee to separate use), the Court in some of the older cases (*Hulme* v. *Tenant* for instance) seems to have entertained doubts as to the manner in which the fee could be made available; but we conceive that there is no real objection, and we do not find that any of the judges have said more than that the thing had not been done as yet.

(2*a*.) Where the wife has a power of appointment by will only, and the power has not been exercised, there is no doubt that the debts and engagements of the married woman cannot prevail against the persons entitled in remainder (*Johnson* v. *Gallagher*, at page 517; *Nail* v. *Punter*, 5 Sim. 555).

(2*b*.) Where the wife has a power of appointment by will only, and that power has been exercised. Lord Justice Turner touched this point in *Johnson* v. *Gallagher* (at page 517), and, considering it doubtful, left the question open. In *Norton* v. *Turville* (2 P. W. 144), a case mentioned by Lord Justice Turner as apparently a case favouring the creditors' right, the disposing power was by deed as well as by will, so that the case belongs rather to class (1). In *Hughes* v. *Wells* (9 Ha. 773), the Lord Justice had hazarded an *obiter dictum*, that when the power by will had been exercised, the property *might* become assets for the payment of the creditors. But Vice-Chancellor Kindersley, in *Vaughan* v. *Vanderstegen* (2 Dr. 165), afterwards examined the question very logically and exhaustively, and succeeded in showing that the property so appointed cannot, or rather ought not, on principle, to be treated as assets. His reasoning was this:—The wife's debts can operate only on her separate estate and within its limits; a power of appointment is no part of her separate estate; it is not even a creature of the Court of Equity at all, being a power recognised at common law as exercisable by a *feme covert*; true, that when property is limited to trustees to such purposes as the wife shall appoint, the Court of Equity alone can take cognisance of it, but that Court does so, not by virtue of the doctrine of separate use, but as following the common law. The difference is the difference between *power* and *property*. In spite of the doubts expressed by Lord Justice Turner

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in *Johnson* v. *Gallagher*, we think this reasoning of Vice-Chancellor Kindersley disposes of the question. It will be observed that it is not affected by the question at issue between the Vice-Chancellor and Lord Westbury, as to the capability of the fee of real estate to be settled to separate use.

We have now disposed of the life estate with power of appointment, and may return to the real estate question. If Vice-Chancellor Kindersley is right, it follows, from our investigation of (2*b*), that there never can be anything beyond the life estate available for the creditors. If Lord Westbury is right (and we repeat our opinion that he is), it is unquestioned that the creditors can reach the life interest; but can they touch the fee? We apprehend that they can. We are aware that in the older cases judges, as we said just now when discussing another point, have shown themselves disposed to shrink from touching the *corpus;* but we believe that there is no foundation for any such reluctance in principle, and think that the Court should now, if called upon in any case to do so, abandon these scruples, as they abandoned their former notion that the separate estate could be bound only by instrument in writing or even under seal. The practitioner, however, will remember that this is only *our* opinion.

There is a question sometimes raised in cases where a wife has a power of appointment exercisable over property settled but not settled to her separate use, whether a particular exercise of the power which has partially failed as to its special objects—as, for instance, in consequence of some of the appointees predeceasing the testator—has or has not converted the fund into a part of the wife's general personal estate; that question, however, is foreign to our subject, and we only mention it lest we should be deemed to have overlooked it, and as a suggestion to any student who may have read these articles.

We have now concluded our sketch of the subject of separate estate as the law now stands. It has been merely a sketch, but we have endeavoured to investigate the main topics thoroughly. In the face of the proposals now before the legislature for a radical change in the property *status* of married women, it is important to comprehend accurately what that status is at present.

RECENT DECISIONS.

EQUITY.

Covenants in restraint of Trade.

Leather Cloth Company v. *Lorsont*, V.C.J., 18 W. R. 572, L. R. 9 Eq. 345.

It is a very ancient part of the policy of the law to discourage restraints on trade, as being injurious to the public. Covenants in *general* restraint of trade are void on grounds of public policy (*Mitchell* v. *Reynolds*, 1 P. Wms. 181), because the law will not suffer a man to contract not to do what his own interest and the public welfare require him to do (*Homer* v. *Ashford*, 3 Bing. 328). Covenants in *partial* restraint of trade, however, are valid, provided they be reasonable, having regard to the subject-matter of the contract. The restriction may be unlimited in point of time (*Hitchcock* v. *Coker*, 6 A. & E. 438), but the area of exclusiveness must be limited and defined—*e.g.*, a butcher's covenant never to sell meat within five miles of a particular place would be good (*Elves* v. *Crofts*, 10 C. B. 241); whereas a dyer's covenant not to use his craft for two years would be bad (Year Book, 2 Hen. 5, 5 b). See the case of *The Tailors of Ipswich* (11 Rep. 526) as to the policy of the common law. In a case where London was held to be a reasonable area of exclusion, Lord Wynford said, "We think it would be better to lay down such a limit as, under any circumstances, would be a sufficient protection to the interests of the contracting party; and if the limit stipulated for does not exceed that, to pronounce the contract valid" (*Mallam* v. *May*, 11 M. & W. 667). In other words, the restriction ought to be such as to afford a fair protection to the interests of the contracting parties, yet not so large as to interfere with the interests of the public, who are concerned in men using the craft in which they profess skill. The dictum of Campbell, C.J., in *Tallis* v. *Tallis* (1 E. & B. 39), to the effect that such restrictive covenants have been supported where the area of exclusion is apparently greater than the area of the contracting party's practice, seems to imply this, that in determining whether or not a particular restriction is too general, the Court will consider how far the interests of the public are thereby affected, and if the detriment appear to be trivial, will not inquire whether the contracting party's area of trade is more than covered by the restriction.

Whether a covenant in partial restraint of trade be reasonable or not, must depend on the subject-matter of the contract. Many cases of this class are collected in *Avery* v. *Langford* (Kay 668, note). One of the most striking cases on this subject is *Whitaker* v. *Howe*, 3 Beav. 383, where an attorney's covenant not to practice in any part of Great Britain during twenty years from the date of the covenant was enforced by injunction. This case is not on all fours with some cases at common law (*Ward* v. *Byrne*, 5 M. & W. 548), but has not, so far as we are aware, been overruled. The decision in *Whitaker* v. *Howe* rests partly on the difficulty there was of defining the area of exclusion under the circumstances of the case, otherwise than generally. But to restrain an attorney from practising as such in any part of Great Britain comes very near being a general restraint. In *Leather Cloth Company* v. *Lorsont* the area of exclusion embraced not only the United Kingdom, but also the Continent. It was contended that this restriction was practically unlimited and amounted to a general restraint of trade. The Vice-Chancellor held that the restriction was not too large. In determining what is a fair area of exclusion at the present day regard must be had to the increased facilities of communication and carriage of goods, which renders competition formidable at a far greater distance than was formerly the case. In *Leather Cloth Company* v. *Lorsont*, however, it is to be observed that the subject-matter of the restriction was a trade secret, not simply the goodwill of a business. There is an authority for the proposition—we do not say that it will be followed at the present day—that a man who uses a trade secret may restrain himself generally from the use of it (*Bryson* v. *Whitehead*, 1 S. & S. 74, where, however, a limit of space was introduced into the agreement). However this may be, we apprehend that the Court, where a secret of trade is the subject-matter of the contract will often, as in *Leather Cloth Company* v. *Lorsont* consider a very large area of exclusion to be not unreasonable, provided there be an adequate consideration.

Winding-up—Contributions of Past Members, how applied.

Re Accidental and Marine Insurance Company, V.C.S., 18 W. R. 538.

As the law now stands (Companies Act, 1862, s. 38), "past members," *i.e.*, persons who have ceased to be members within one year prior to the commencement of the winding-up, are liable to contribute to the assets in respect of such debts only as were incurred prior to the time when their connection with the company ceased. With respect to the application of such contributions it was contended in this case that such contributions when received ought not to go into the general fund for distribution amongst the creditors, but be divided amongst those creditors only who were creditors at the time when the liability to contribute was incurred. The success of this contention would have rendered it necessary to settle a sort of list B. of creditors, and to inquire in every case to the payment of what debts the contributory was liable to contribute, a course clearly contrary to

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the policy of the Act, which is that creditors should be the creditors of the company, not of the members of the company. Besides this, if this contention were to prevail, there would be an end of paying creditors *pari passu* as provided by section 133, but some would get more than others, according to the date of their claims. Ths Vice-Chancellor accordingly held that such contributions ought to go into the general assets and be applied *pari passu* in paying all debts, past as well as subsequent. It appears then that section 38 applies only to the ascertaining the amount to be contributed by past members, and that as regards the application of the amount thus ascertained, section 133 is to prevail.

PRIORITY OF PAYMENT OF COSTS IN A WINDING UP BY THE COURT.

Ex parte Massey, M.R., 18 W. R. 444.

In *Re Audley Hall Cotton Spinning Company* (17 W. R. Ch. Dig. 76, L. R. 6 Eq. 245) the Master of the Rolls decided that in the winding up of a company the petitioner's costs are the first charge on the estate, and must be paid in full in priority to the costs of the liquidator. As regards the costs of the liquidator, *Ex parte Massey* decided that the bill of the liquidator's solicitor is payable before the liquidator's private remuneration. Where the liquidator has employed more than one solicitor, and the assets are not sufficient to pay the whole of the costs, the bills of costs of the successive solicitors will, as a general rule, be paid rateably as far as the assets will go; and the last solicitor is not entitled to be paid in priority to the first, as was said in *Cormack* v. *Beisley* (3 De G. & J. 157). In *Re Audley Hall Cotton Spinning Company*, however, the first solicitor having given up papers to his successor on an undertaking that his costs should be paid out of the estate, his costs were paid in full in priority to the second solicitor. Until the petitioner's costs and the costs of the winding up are provided for, the liquidator is not entitled to be paid his private remuneration, as distinguished from the bill of costs of his solicitor.

COMMON LAW.

EVIDENCE—ONUS OF PROOF—BREACH OF COVENANT NOT TO PERMIT A SALE ON DEMISED PREMISES WITHOUT LICENCE OF LESSOR.

Toleman v. *Portbury*, Ex. Ch., 18 W. R. 579.

The plaintiff in this case brought ejectment against the defendant, his tenant, for breach by the defendant of a covenant not to permit any sale by public auction to take place on the demised premises without the consent in writing of the plaintiff, his executors, administrators, &c. There were two questions in dispute, first, whether there was sufficient evidence that the defendant permitted the sale; secondly, whether the plaintiff was bound to prove as part of his own affirmative evidence that he had not given any licence to the defendant or whether the onus of proof that a licence had been given was on the defendant.

The first point turns rather on a question of fact than of law, and we shall not discuss it, but the question as to the onus of proof is of much more general importance. It was decided by Willes and Brett, JJ., and Pigott and Channell, BB., that the plaintiff was bound to prove the negative—viz., that there had been no licence. At the trial the plaintiff did not prove this and was nonsuited, and the Court of Exchequer Chamber held that the nonsuit was right.

Under such circumstances as those of this case, the decision does not impose any hardship upon the plaintiff, because he is as able to prove that he had not given a licence as the defendant is to prove that the licence was given. The fact being equally in the knowledge of both parties, it is perhaps not unreasonable, according to the usual rule, that the plaintiff ought in such cases to prove all the facts necessary to establish his right to recover the premises, and the absence of a licence was as material to the success of his action as the fact of the sale. Circumstances might, however, exist which would render it almost impossible for the plaintiff to prove or even give any evidence of the non-existence of a licence. For instance, if the lessor in this case had died immediately after the sale on the premises by the lessee it would probably be impossible for the person entitled to the reversion to prove that no licence had been given by the lessor. It might, no doubt, be held in such a case that very slight evidence on the part of the reversioner would be sufficient to raise a presumption that no licence had been given, but it might be impossible for the reversioner to give any evidence at all upon the subject. The judgments, however, do not deal with such questions as these, but lay down the rule in general terms which would seem to apply to all cases whatever.

That the rule was meant to have a very wide operation is shown by the fact that *Doe* v. *Whitehead* (8 Ad. & Ell. 571), where the rule was carried very far, is cited and approved in the judgments. In *Doe* v. *Whitehead* an action of ejectment was brought by a lessor against his lessee for breach by the lessee of a covenant to insure the demised house in some office in or near London. It was held that the plaintiff was bound to prove the negative—viz., that the defendant had not insured. This was evidently a difficult thing to do, and the plaintiff's counsel asked in argument, "Was the plaintiff to subpœna clerks from all the offices to show the insurance was not effected?" Lord Denman, in his judgment, says, "The proof may be difficult when the matter is peculiarly within the defendant's knowledge; but that does not vary the rule of law." In considering the practical effect of this rule, when applied to actions of ejectment, it must be remembered that a defendant in ejectment is not bound to answer interrogatories by the plaintiff when the answer would tend to show that he had incurred a forfeiture of his lease by a breach of one of the covenants: *Pye* v. *Butterfield*, (18 W. R. 178).

Littledale, J., also says, in *Doe* v. *Whitehead*, "when a landlord brings an action to defeat the estate granted to a lessee the *onus* of proof ought to lie on the plaintiff. It is true that if the action had been in covenant the *onus* would have lain on the defendant, but that does not show that it will so lie in a different form of action." Littledale, J., therefore seems to have thought that the consequences which might result from a breach of covenant would affect the way in which the breach must be proved. If the plaintiff only asked for damages for the breach the defendant would have to prove the licence to commit the alleged breach; if the plaintiff asked to recover the estate in consequence of the breach, he must himself prove that the licence had not been given. This is not satisfactory, although there is no doubt some authority for this view of the law which is often expressed by saying that the law leans against a forfeiture.

In *Toleman* v. *Portbury* it is not said that there will be no exception to the rule requiring the proof of the negative by a plaintiff in ejectment, or that the rules of evidence in actions of ejectment are different from the rules in other actions; but it seems from several expressions in the judgment, that such was the opinion of the Court. For this reason we regret that the judgments were not fuller and more explicit on these points, especially as it is a decision of the Exchequer Chamber by which all inferior courts are of course bound.

PRACTICE—WITHDRAWAL OF JUROR UPON TERMS—TERMS NOT CARRIED OUT.

Norburn v. *Hilliam*, C.P., 18 W. R. 602.

Gibbs v. *Ralph* (14 M. & W. 804) decided that "it must be taken as a positive rule of practice that when the parties to a cause agree to withdraw a juror, that puts a final end to the litigation between them, and no future action can be brought for the same cause." If the action is afterwards proceeded with, or a second action

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brought, the defendant may apply to stay the proceedings as being against good faith (Chitty's Arch. Prac. 11th ed. 707).

In *Norburn* v. *Hilliam* a cause was sent from the Common Pleas to be tried in a county court. The cause came on for trial before a jury, and, on the suggestion of the judge it was agreed between the parties that a juror should be withdrawn, and that the judge should say what should be done in the matter. A juror was accordingly withdrawn, and subsequently the judge was ready to give his decision, but the defendant then refused to be bound by it, and consequently the judge gave no decision, as the defendant could not have been compelled to obey it.

The plaintiff then applied to the Court of Common Pleas for a rule that the judge should pronounce judgment or appoint a day for re-hearing. The argument against the rule was, that by the withdrawal of the juror the cause was at an end, and if there had been a breach of any agreement the plaintiff's remedy was by an action for such breach. The majority of the Court (Brett, J., dissenting) held that a day must be appointed for the re-hearing, as the withdrawal of the juror by the plaintiff was only, in effect, conditional upon the assent by the defendant to abide by the decision of the judge. As the defendant had now refused to be bound by the judge's order he could not avail himself of the other part of the agreement—viz., the withdrawal of the juror—to prevent the plaintiff from continuing the action.

It is clear that this decision is the only one which would do substantial justice between the parties. It would be obviously unfair that the withdrawal of a juror upon terms should be allowed to have its full effect, while the terms in consideration of which consent was given to the withdrawal are not performed. An action for the breach of the agreement on which the juror was withdrawn would, in most cases, afford no sufficient remedy, on account of the difficulty, if not impossibility, of arriving at any measure of damages. Even if a satisfactory measure of damages could be arrived at, it would not be reasonable that the party in default should have the option of paying damages or allowing the action to proceed, although it might perhaps be fair that such an option should be allowed to the party aggrieved.

PARLIAMENTARY ELECTIONS ACT, 1868 (31 & 32 VICT., C. 125), S. 41—TAXATION OF COSTS.

Hill v. *Peel*, *Broad* v. *Fowley*, *Pegler* v. *Gurney*, C.P., 18 W. R. 605; *Tillett* v. *Stracey*, C.P., 18 W. R. 631.

We noticed a short time ago (*ante* 465) several late decisions in which there was a discussion of the principles which should govern the Courts in reviewing or refusing to review the decisions of the master on the taxation of costs. The general result of those cases is that the master is to use his discretion as to the amount of costs allowed, and that the Courts, while reserving to themselves full power to review taxation in all cases, will be slow to exercise that power when it is only a question of amount, but will generally do so when the master has acted on a wrong principle of taxation as distinguished from an erroneous discretion on the application of a right principle.

Since these cases have been decided other cases have come before the Court of Common Pleas, involving very similar questions under the Parliamentary Elections Act, 1868. Section 41 of that statute provides that the costs of a petition are to be defrayed by the parties as the Court or judge may determine, and are to be taxed as costs between attorney and client are taxed in Chancery. The Court of Common Pleas has applied the same principle to these as to other cases, and laid down the general rule in the following passage in *Pegler* v. *Gurney*:—"The order of costs in each of these cases was general and without qualification . . . and therefore the parties entitled to costs were entitled to an indemnity for all costs that were reasonably incurred by them in the ordinary course of a matter of this nature, but not to any extraordinary or unusual expenses incurred in consequence of over-caution or over-anxiety as to any particular case, or from consideration of any special importance arising from the position . . . of either of the parties. . . . Such extraordinary costs as an attorney would not be justified in incurring without distinct and special instructions from his client ought not to be allowed, nor the costs of purely collateral proceedings. . . . A very wide discretion must necessarily be left to the taxing-officer, which must be exercised by him after a careful consideration of the particular circumstances of each case. Where a principle is involved [in the taxation] the Court will always entertain the question, and if necessary give directions to the master, but where it is a question whether the master has exercised his discretion properly, or it is a mere question as to the amount allowed, the Court is generally unwilling to interfere . . . unless there is very strong ground to show that the officer is wrong in the judgment which he has formed."

REVIEWS.

The Jurisprudence of Medicine in its relations to the Law of Contracts, Torts and Evidence, with a Supplement on the Liabilities of Vendors of Drugs. By JOHN ORDRONAUX, LL.B., M.D., Professor of Medical Jurisprudence in the Law School of Columbia College, New York. Philadelphia: Johnson & Co.; London: Stevens & Haynes. 1869.

This work is intended to meet the wants of members both of the medical and the legal profession; it is, however, somewhat more suited to the former than the latter. It gives in reasonably precise form the law on most points of interest to the medical profession, while to members of the legal profession it may be convenient to have the law stated for them in a separate treatise instead of having to refer to other authorities. It is, however, a legal and not a medical work, and does not aim as does Dr. Taylor's work on Medical Jurisprudence, at giving to lawyers such elementary medical knowledge as will assist them in their conduct of inquiries in which medical questions are involved.

Of course much of the law on the subject is statute law; and this will prevent a considerable portion of the treatise from being of much use to English readers. Not only do the statutes of the various States in America differ from our own law, but they also differ considerably from each other. The author gives in a compact form the enactments in force in the various States, and in any case requiring comparison of the English and American law on the subjects within the scope of this work this collection of the statutes would be very useful.

The questions arising as to the admissibility and proper scope of the evidence of medical men in the capacity of experts are dealt with at length, and, we think, satisfactorily, by the author. He also gives a special chapter to "evidence in cases of alleged insanity," which, however, is rather discursive, and we fail to gather from it any clear idea of what the author's views on this perhaps the most important subject with which he deals are. To the legal profession perhaps the most instructive part of the work will be that devoted to the liability of vendors of drugs, a subject with which the author deals very fully. We are not aware that the points which seem to have been considerably discussed in America, especially in an interesting case of *Thomas* v. *Winchester*, 2 Selden, 397, have directly arisen in this country. In that case the wholesale dealer in drugs, through the fault of whose servants a dangerous drug had been labelled as an innocent one, was held liable to a person injured, who had purchased a portion of the drug from a retail dealer, into whose hands it had come through several intermediate purchasers from the wholesale dealer. The case somewhat resembled the recent case of *George* v. *Skivington*, 18 W. R. 118, before our Court of Exchequer; a case, however, presenting less difficulty than the American, and which was decided on somewhat different grounds, but which we think might have proceeded on the same grounds as the American, viz., that in cases of persons dealing in dangerous drugs there is a duty imposed to use due care, which does not arise exclusively out of the contract between the vendor and purchaser, and which therefore does not come within the rule restricting the right of suing to parties to the contract. Although we cannot

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congratulate Mr. Ordronaux on having produced a work of very general utility, at all events to readers in this country, yet we believe that those who require information on the special subjects embraced by it, will find the work well executed.

The Law of Protestant Curates in England and Ireland. By C. D. Field, M.A., LL.D. London: Butterworths.

This small volume contains, in a concise form, the law, common and statutory, which regulates the *status* of curates in England, and which until next January will regulate it in Ireland. The dedication to the author's father, "a curate for three and thirty years in that Church which has most justly been disestablished," proves that Mr. Field had a domestic reason for undertaking his task. Without some such personal incentive the object of the compilation is not very obvious. The information it contains appears to be accurate and well-arranged, but the subject is hardly worth a separate treatise.

COURTS.

COURT OF COMMON PLEAS.

(In Banco, before Bovill, C.J., and Willes and Keating, JJ.)

June 4.—*Burnett* v. *Prows.*

Quain, Q.C., showed cause against a rule obtained last term, calling upon Mr. John Richardson, a Manchester attorney, to pay the amount of a debt and costs recovered in this action, to the plaintiff or his attorney. He stated that in June, 1869, Mr. Burnett instructed his attorney, Mr. Pinnell, to obtain payment of £60 from the defendant, a Greek, fearing he would become bankrupt or leave the country. Defendant saw the plaintiff, and asked him to take no steps in the matter, as he had paid the money to Mr. Richardson, his attorney. That was according to Mr. Burnett's affidavit; and anybody reading it would naturally think that Mr. Richardson had received the money and appropriated it to his own use. So far from that being the case, it was within the knowledge of Mr. Burnett and his attorney that Mr. Richardson had only got £40 from the defendant, and that this amount had been diverted to another creditor at defendant's request. They had also subsequently refused a cheque for the amount of the debt and costs, £70. It was a gross imputation upon an officer of the court, for which there was not the slightest foundation. The parties had agreed to refer the matter to Mr. Heelis, a solicitor, of Manchester; and neither the plaintiff nor his attorney then said the money had been misappropriated. On plaintiff refusing the cheque for £70, Mr. Richardson returned it to his client; and Mr. Heelis thought they ought to have accepted the money when it was offered to them. Mr. Pinnell, in his affidavit, said he had paid over the amount to his client, the plaintiff, and he applied that Mr. Richardson might, in turn, be ordered to pay it over to him. Defendant had since gone abroad. The action was tried at the Manchester Winter Assizes, and judgment given for the plaintiff. Mr. Richardson declared that, so far from having any money belonging to the defendant, the latter really owed him £50 for costs. Abortive proceedings had been taken in bankruptcy. Mr. Richardson had also a right to complain of certain attacks in the *Law Times* of December 18th, in a report of the assize proceedings. Those attacks were supposed to be at the instigation of the plaintiff's attorney.

Milward, Q.C., stated emphatically that Mr. Pinnell had nothing whatever to do with what had appeared in the *Law Times*.

Bovill, C.J., said that if he had done so it was unprofessional conduct, and some professional man in Manchester could settle the matter; but it did not affect the question now before the Court.

Quain, Q.C., submitted that, inasmuch as the debt and costs had been offered and refused, the rule ought now to be discharged.

Milward, Q.C., in support of the rule, denied that it was shown that Mr. Pinnell or the plaintiff knew of the £40 having been appropriated to other purposes than those for which it was deposited with Mr. Richardson. All the difficulty in the case had been caused by Mr. Richardson's reticence and neglect to give proper instructions.

Bovill, C.J., said that the plaintiff's attorney proceeded with the action simply for the purpose of costs. The judgment became fruitless, because the defendant went abroad. He (the Lord Chief Justice) should attribute the loss to the plaintiff's attorney, because he had gone on with this action instead of taking the decision of the Master. The matter between the attorneys was referred to Mr. Heelis, and he had given it in favour of Mr. Richardson. The plaintiff's attorney now came before the Court on behalf of his client. It seemed to him that Mr. Richardson had been completely exonerated in the matter; the plaintiff's attorney might have had £70 if he had chosen, and he thought the application entirely failed. The Master disposed of it; the plaintiff's attorney did not think fit to take advantage of it, and had taken his own course, and the plaintiff was now in a different position through his act and his going in for trifling costs. Upon the whole, the application failed, and the rule must be discharged.

Willes and Keating, JJ., concurred.

BAIL COURT.—June 8.

(In Banco, before Mellor, J., and Pigott, B.)

Hill v. *Browning.*

This was an appeal against a conviction by magistrates of a baker, under the Sale of Bread Act; the appellant was charged with having sold bread otherwise than by weight, and had been convicted. It was proved that the appellant had sold six loaves which varied in weight, from 3lb. 12oz. to 3lb. 7oz. It was shown that the appellant's practice was to charge a uniform price for his loaf, varying the weight according to the market; and in order to do this he weighed the dough before it was put into the oven, allowing a certain number of ounces for evaporation and other circumstances which tended to reduce the weight.

Henseman, for the appellant, contended that this was within the spirit of the statute, and that it was not requisite to weigh the loaf.

Mereweather, *contra*, was not called on.

The Court did not conceive that the appellant had any moral intention of doing wrong; there was no such imputation against him, but he had not complied with the requirements of the Act. The intention of the Legislature was that "bread" should be sold by weight, and weighing "dough" was not weighing "bread." Therefore, the conviction was right.

This was the first instance of a judge of another Court being called in to assist a judge of the Court of Queen's Bench under the new arrangement.

COURTS OF BANKRUPTCY.

Lincoln's-Inn-Fields.

(Before the Chief Judge.)

June 2.—*Re Hine and Anthony.*

Bankruptcy Act, 1869, *s.* 19, *rules* 138 & 140.

The bankrupts in this case had applied for the appointment of a sitting for order of discharge; and the matter had been referred by Mr. Registrar Spring-Rice to the Chief Judge for his opinion.

Bagley, in support of the application.

It appeared that the adjudication was obtained against the bankrupts on the 27th of April, and on the 14th of May the first sitting was held. At that meeting the bankrupts submitted a statement of a very satisfactory character to their creditors, and there seemed to be no doubt that a dividend of more than ten shillings in the pound would become payable. The bankrupts, upon their application for the appointment of a sitting for discharge, were met with the objection that they had not yet passed their examination, but it was submitted that they were entitled to ask for an appointment without waiting for the sitting for examination.

Bagley referred to section 19 of the Bankruptcy Act, 1869, and rules 138 and 140.

The Chief Judge said there seemed to be no objection to the appointment of a sitting for order of discharge, and, if the examination should be passed, the discharge would stand upon its own merits. But if it appeared that the sitting had been fixed unnecessarily, and that creditors had been put to expense, the defendants might have to pay the costs.

Solicitors, *Field, Roscoe, & Co.*

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Re Butler—Bankruptcy Act, 1869, *ss.* 84 *&* 89.

The bankrupt, a superannuated Government officer, had been adjudicated in the usual mode, upon a creditors' petition. At the first meeting the creditors resolved not to appoint either a trustee or a committee of inspection, but that the registrar should act as trustee under the 84th section of the Bankruptcy Act, 1869.

Mr. Aldridge (solicitor) mentioned the matter to the Court in accordance with the registrar's report, and referred to the 89th section.

Mr. Hancock (solicitor) for creditors.

The CHIEF JUDGE.—No doubt the Court has power to set aside so much of the half-pay as may be necessary, but why not appoint a trustee? I do not see why the creditors, at their mere caprice, should resolve that the registrar discharge the duties which a trustee appointed by them ought to fulfil.

Mr. Hancock.—The creditors are desirous that the registrar should be appointed trustee.

The CHIEF JUDGE.—I dare say they are, but why should the trouble be thrust upon the registrar? The registrars will give all the assistance in their power to the execution of this Act of Parliament, but no reason exists why this duty should be thrust upon them? There must be a meeting appointed and a trustee nominated, and then an application may be made for the appropriation of such portion as may be necessary of the bankrupt's half-pay.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy Judge.)

May 31.—*Dover* v. *Reed.*

Practice—Restoring a cause after being struck out.

The rule *nisi* in this case was argued to-day (*vide ante*, p. 593).

Mr. Ody, for the plaintiff, said there was no provision in the rules of practice directly applicable to this case, and he was therefore compelled to fall back on analogy. The cause had been struck out in consequence of the non-appearance of the plaintiff on the day of hearing. If the cause had been heard, an aggrieved party would, with leave of the Court, have been entitled to a new trial. There had not been a hearing of the case, but there had been an order for costs because of plaintiff's absence on the appointed day. That order had all the effect of a judgment, so far as costs were concerned and, in the absence of any provision in the rules to the contrary, ought to be treated as a judgment. If the Court took that view of the matter, the case might be re-opened in the same way as if a judgment had been given and a new trial granted.

Mr. Pope, for the defendant, would not offer any opposition to the application, except to ask that any order for restoring the cause should be accompanied by a condition that the costs on the former occasion and of to-day should be paid into court by the plaintiff.

Mr. CUST said he thought that was a reasonable condition, and the order would be that the cause be restored, and the 14th of June fixed for hearing, but the previous order to strike out the cause would remain if the condition as to payment of costs into court during the day were not complied with.

WEST INDIAN INCUMBERED ESTATES COURT,

PARK-STREET, WESTMINSTER.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

April 1.—*Re Plummer; Ex parte Symes.*

St. Christopher—Statute of Limitations—Reversionary interest—Sale by Provost Marshal.

Under the local statute No. 201 *of* 1863 *a mortgage of a reversionary interest is not barred until twenty years after the reversion has fallen into possession.*

Under the local statute No. 37 *of* 1837 *the Provost Marshal has no power to sell an equitable interest in money secured by mortgage.*

This was a petition for the distribution of a sum of £866 4s. 1d., part of the proceeds of the sale of the Belvedere Estate, in the island of St. Christopher, which had been carried to a separate account.

It appeared that by a family settlement made in 1840, a sum of upwards of £4,200 (which was the sum in respect of which the fund in court had been allotted) was assigned to trustees, upon trust to pay the interest to Emily Foster Haydon for her life, and after her death upon trust to divide the principal between her two sons, Vaughan Haydon and Dolbeare Haydon in equal shares.

In 1843, Vaughan Haydon and Dolbeare Haydon mortgaged their reversionary interest in the fund to John Francis to secure £120 with interest at five per cent.

Vaughan Haydon died in 1853, intestate, leaving his mother, Emily Foster Haydon, and his brother, Dolbeare Haydon, his sole next of kin. Dolbeare Haydon died in 1862, having by his will bequeathed all his personal estate to his mother, who died in 1863, having by her will bequeathed the residue of her personal estate to parties who were represented by the present petitioner.

It appeared therefore that the fund in court was applicable first to the discharge of Francis's mortgage, and, subject thereto, was payable to the legatees of Emily Foster Haydon.

It was, however, objected by the legatees that as no interest had been paid on Francis's mortgage for more than twenty years, the mortgage was barred by the Statute of Limitations, and in addition to this objection a claim was made by F. S. Wigley and A. P. Burt to a moiety of the fund by virtue of a bill of sale under the hand and seal of the Provost Marshal of the Island of St. Christopher, in 1855, whereby, after reciting a judgment obtained against Vaughan Haydon in the Island Court of Queen's Bench, upon which execution had issued, and had been duly levied upon all the right, title and interest of the said Vaughan Haydon in and to the Belvedere Estate, and that the said estate had been sold by auction to Wigley and Burt—the Provost—in exercise of the authority vested in him, and in consideration of the sum of £6, granted, bargained, and sold to Wigley and Burt, their heirs and assigns, all the right, title, and interest of the said Vaughan Haydon in and to the estate.

It was contended on behalf of Wigley and Burt that under the above bill of sale all the interest, present and future, of Vaughan Haydon in the mortgage debt of £4,268 6s. 8d., being all his interest in the Belvedere Estate, passed to the purchaser, and that, subject to Francis's mortgage, if the same were still subsisting, Wigley and Burt were entitled to a moiety of the fund. It was, however, objected on behalf of the legatees of Emily Foster Haydon that a mortgage debt was not such an interest as would pass under the description contained in the bill of sale, and that even if it were so the bill of sale was void, and *ultrâ vires* so far as it affected to deal with an equitable interest such as the interest in question. The Provost Marshal's authority was created by the local statute No. 37, dated the 13th of April, 1837, which prescribed minutely the mode in which execution should be levied, and neither the terms of the will nor the directions of the statute were applicable to the seizure and sale of such an interest as the present one, which was a mere reversionary interest in a portion of a mortgage debt, itself subject to a mortgage. Such an interest could not have been seized by the sheriff under an English judgment, and a judgment in St. Christopher must be taken to have the same legal effect as a judgment in England, except so far as it might be affected by the local statutes.

The cases of *Doe* v. *Greenhill*, 4 B. & Ald. 684; and *Scott* v. *Scholey*, 8 East, 466, were referred to on this point.

Peck, for the petitioners, contended that Francis's mortgage was barred by the 37th section of the local statute No. 201, passed in 1863, which provided that "all actions upon any indenture, bond or other instrument under seal shall be commenced and sued within twenty years after the right of action accrued and not after."

G. Rochfort Clarke, for Francis, the mortgagee.

Archibald Smith, for Wigley and Burt, contended that whatever might be the law of England as to judgments, it was the universal understanding and belief throughout the West Indies that an assignment by the Provost Marshal was sufficient to pass whatever interest the debtor had, whether legal or equitable, and that the description in the bill of sale was an apt and sufficient description of the interest then possessed by Vaughan Haydon in the Belvedere Estate.

The COMMISSIONERS were of opinion that in the case of the mortgage of a reversionary interest, the right of action could not be considered to have accrued so far as regarded the fund subject to the mortgage until the reversion fell into possession, and that, therefore, the mortgagee was not barred.

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As to the claim of Wigley and Burt, they were of opinion that the interest of Vaughan Haydon was not such an interest as could be seized or sold by the Provost Marshal under the provisions of the Colonial Act, and that the bill of sale was irregular and void.

The claim of Francis, the mortgagee, was, therefore, admitted; and the claim of Wigley and Burt was disallowed; but the costs of all parties were ordered to be paid out of the fund.

Solicitors, *Iliffe, Rupell, & Iliffe; Boys & Tweedies; Davies, Son, Campbell, & Reeves.*

APPOINTMENTS.

Mr. JOHN BALGUY, barrister-at-law, of the Midland Circuit, has been appointed Stipendiary Magistrate for the Potteries district of Staffordshire, in succession to Mr. J. E. Davis, who has been nominated stipendiary magistrate of Sheffield. Mr. Balguy is the eldest son of the late John Balguy, Esq., Q.C. (Recorder of Derby, Commissioner of Bankrupts for the Birmingham district, and Chairman of the Derbyshire Quarter Sessions), by Barbara, daughter of the Rev. J. Fleming St. John, Prebendary of Worcester. He was born in 1821, and was educated at Eton, and afterwards at Merton College, Oxford, where he graduated B.A. in 1844. He was called to the bar at the Middle Temple in May, 1848, and soon after joined the Midland Circuit, attending also the Warwick and Coventry sessions. On the death of his father, in 1858, he succeeded to the Duffield-park estate, near Derby, and was shortly afterwards appointed a magistrate for the county. He only awaits being placed on the Commission of the Peace for Staffordshire to enter upon his duties as stipendiary magistrate.

Sir GEORGE YOUNG, Bart., barrister-at-law, has been appointed by the Secretary of State for the Colonies, President of a Commission ordered to proceed to Demerara to inquire into the alleged ill-treatment of the Coolies. Sir George is the eldest son of the late Sir George Young, the second baronet, by Susan, only daughter of the late William Mackworth Praed, Esq., serjeant-at-law. He was born in 1837, and succeeded to the title on the death of his father, in 1848. The family seat is at Formosa Island on the Thames, between Cookham and Maidenhead. Sir George Young was educated at Trinity College, Cambridge, where he obtained a scholarship and graduated B.A. (second class in classics) in 1860. He was called to the bar at Lincoln's-inn in April, 1864, and has practised as an equity draughtsman and conveyancer.

Mr. ISAMBARD BRUNEL, barrister-at-law, has been appointed by the Lord Bishop of Ely to be Chancellor of that diocese. Mr. Brunel was educated at Balliol College, where he graduated B.A. in 1860. He was called to the bar at Lincoln's-inn in January, 1863.

Mr. WILLIAM FRANCIS, deputy clerk of the peace for Middlesex, has been appointed Clerk to the Court of General Assessment Sessions, constituted under the provisions of 32 & 33 Vict. c. 67, for the purpose of regulating the assessment of the metropolis.

Mr. FRANCIS THOMAS SOUTHGATE, solicitor, of Gravesend, has been appointed Clerk to the Gravesend Board of Guardians, and Superintendent-Registrar of Births, Deaths, and Marriages, in succession to his father, the late Mr. F. Southgate, who had held the office for thirty-five years.

Mr. GEORGE FRENCH MANT, of Storrington, Sussex, has been appointed a Commissioner to administer oaths in Chancery.

Mr. EDMUND ATKINSON GAUNDY, of Bankfield, Bury, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

HIGH COURT OF JUSTICE BILL.

Sir,—The plan suggested by the judges in their first resolution, viz., "that in order to prevent confusion in the future administration of justice, a careful collation of the common law and equity law having been first made, express provision should be made as to what the law should be in each particular instance," is evidently the plan of which every one of us would approve, if only it could be carried into effect. The judges, however, themselves doubt of its possibility, and that it cannot be done by Parliament is quite clear, Parliament having neither the patience nor the learning necessary for the purpose; but it is not quite so clear, I think, that it may not be done in an altered way by the judges themselves; that is, by the common law and Chancery judges being together commissioned, say for a year or two years, to publish decrees or edicts from time to time stating exactly what the law on the various conflicting points would in future be.

The late Mr. Austin was of opinion that it would be infinitely better that the judicial body should be expressly empowered to innovate upon the law directly and openly rather than indirectly and covertly by judgments, which perhaps were sometimes given without due deliberation. However this may be in general it is not necessary now to determine, but here, and now that we have a special work to perform in harmonising existing well-known distinctions between the two systems of law and equity, the case seems to admit of, and indeed calls for, a special remedy, and I believe to no tribunal or committee or commission would the public entrust this matter with the same confidence that they would to the bench of judges sitting as I have proposed.

E. S.

OBITUARY.

MR. C. H. A. MARTELLI.

Mr. Charles Henry Ansley Martelli, barrister-at-law, died at Westbourne-square, Hyde-park, on the 30th May, at the age of fifty-eight years. He was educated at Trinity College, Oxford, where he graduated B.A., in 1833. In April, 1836, he was called to the bar at Lincoln's-inn; and had practised for many years at the Chancery Bar.

MR. JOHN WARD.

Mr. John Ward, solicitor, of Burslem, Staffordshire, died on the 28th May at the advanced age of eighty-nine years. He was born at Slawston, Leicestershire, in June, 1781, and after having served his articles of clerkship at Cheadle, in Staffordshire, was admitted in Hilary Term, 1808. Shortly afterwards he settled at Burslem, where he soon acquired a lucrative practice. He was clerk to the Burslem and Lawton turnpike trustees, and during his tenure of office the road from Burslem to Hanley was formed; he was also clerk to the Burslem market trustees prior to the adoption of the Public Health Act. During the Chartist riots he was selected by the Treasury to aid in the prosecution of the ringleaders at the special commission which was issued for their trial. Mr. Ward had practised uninterruptedly from the time of his admission up to the date of his death, and nearly every title to land in Burslem and Tunstall had passed through his hands. As an author he was known for his "History of Stoke-upon-Trent;" he had also published a poem called "The Potter's Art," and left other unpublished pieces. On the death of the Prince Consort, some lines composed by him "in memoriam" were presented to, and graciously accepted by, her Majesty. He was an officer of the old Langport Volunteers, and took a great interest in the revival of the volunteer movement. Mr. Ward was a member of the Incorporated Law Society, and also of the Solicitors' Benevolent Association. In 1810 he married Anne, daughter of Mr. Joseph Rice, of Ashby-de-la-Zouch, by whom he had one son, who predeceased him, and Mrs. Ward died in 1859. His funeral took place on the 3rd June, in St. Paul's Church, Burslem.

The remains of the late Mr. J. H. Boys, solicitor, of Margate, whose death we announced last week, were interred in the family vault of Betteshanger, near Eastry, on the 3rd June. Mr. Boys belonged to an old East Kentish family, being descended from Sir John Boys, Recorder of Canterbury, who founded the Jesus Hospital for boys, in that city, in 1612; and also from Colonel John Boys, who defended Donnington Castle, in Berkshire, against the Parliament soldiers in 1645, and was knighted by King Charles I. for his bravery on that occasion. The late Mr. Boys occupied a prominent position among the Masonic brotherhood, and for many years held the office of Deputy Grand Master of the province of Kent.

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LAW STUDENTS' JOURNAL.

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

(*Continued from page* 639.)

10. A court of equity grants injunctions to restrain proceedings at law for the purpose of preventing persons taking an unfair advantage of a legal claim, or for putting a stop to vexatious or oppressive litigation; injunctions to restrain proceedings at law may be perpetual or temporary, total or partial, qualified or conditional (Sm. Man. Eq. p. 386).

11. Equity does not follow the law in the case of trusts executory. A trust executory, as opposed to a trust executed, is a trust not formally and finally declared by the instrument creating it, but intended to be so declared by some future instrument (see *Trevor* v. *Trevor*, 1 P. Wms. 622; *Lord Glenorchy* v. *Bosville*, White & Tudor Lead. Cas., 1st case; Sm. Man. Eq. 15).

12. The real property in England of a deceased *intestate* devolves upon his heir according to the Inheritance Act, 3 & 4 Will. 4, c. 106, or 22 & 23 Vict. c. 35, ss. 19, 20, as the case may be.

The personal property of an *intestate* devolves according to the Statute of Distributions, 22 & 23 Car. 2, c. 10, 1 Jac. 2, c. 17, or 29 Car. 2, c. 3 (Statute of Frauds), s. 25, as the case may be.

The succession to real property follows the law of the place where the property is situated.

The succession to personal property follows the law of the place where the owner was domiciled.

Whether leaseholds are governed by the *lex loci rei sitæ* or by the *lex domicilii* is doubtful, (see Jarm. on Wills, 3rd ed. vol. 1, p. 4, note (*k*), Vice-Chancellor Stuart in *Pearman* v. *Twiss*, 8 W. R. 329, 2 Giff. 136).

13. Contracts are governed by the law of the country where made (Story, Conflict of Laws, 6th ed., s. 76, p. 83), unless they are to be performed in another country, in which case the law of the place of performance is to govern (*Ibid*, s. 242, p. 305, and s. 280, p. 354, and cases there cited).

As a general rule, a contract which is void by the law of the country where it is made cannot be enforced here (*Ibid*, s. 243, pp. 306, 307).

14. The plaintiff files his bill against all the parties interested in disputing his title, including the Attorney-General in cases where the Crown is interested.

An answer admitting the plaintiff's title to examine the witnesses is a sufficient answer.

If a defendant puts in no answer, the Court will order the examination of the witnesses.

A motion to dismiss a bill to perpetuate testimony for want of prosecution, either before or after replication, is irregular. The proper order is that the plaintiff do proceed within a certain time, or pay the defendant his costs.

No suit for the perpetuation of testimony is set down for hearing, but when the witnesses have been examined there is an end of the cause; and any defendant, upon an affidavit that he did not examine any witnesses, may obtain an order of course for his costs; but if he examines witnesses himself he is not entitled to any costs (Cons. Ord. 9, rules 6, 7; Morgan & Chute's Chan. Acts and Ords., pp. 409, 410, and cases there cited).

The practice in suits to perpetuate testimony is not affected by the order of February 5th, 1861 (see rule 16 of that order, and Morgan & Chute's Chan. Acts and Ords., p. 625).

15. A motion for decree is one of several ways by which a suit may be brought to a hearing.

By 15 & 16 Vict. c. 86, s. 15, the plaintiff in any suit commenced by bill shall be at liberty, at any time after the time allowed to the defendant for answering the same shall have expired (but before replication) to move the Court, upon such notice as shall in that behalf be prescribed by any general order of the Lord Chancellor, for such decree or decretal order as he may think himself entitled to.

The time prescribed by General Orders is one month (Cons. Ord. 33, 4).

The motion is made before the judge to whose court the cause is attached.

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. Stockbrokers (like other persons receiving other men's moneys into their trust or custody) are traders within the new Act. Farmers and graziers are not.

2. As traders gain credit by the reputation of a business and a stock-in-trade, they are more strictly dealt with by the recent Act (32 & 33 Vict. c. 71) than non-traders in matters affecting such business and reputed ownership; for example, a trader departing from his dwelling-house, &c., commits an act of bankruptcy (section 7); and the 15th section (relating to reputed ownership), and section 87 (as to seizure of goods by a judgment creditor), and section 91 (as to avoidance of voluntary settlements), apply only to traders.

3. The first meeting of creditors is held for the following purposes:—

a To appoint some fit person to fill the office of trustee of the property of the bankrupt, unless they resolve to leave his appointment to the committee of inspection.

b To declare by resolution what security is to be given by the person so appointed trustee.

c To appoint some other fit persons, not exceeding five, being creditors, to form a committee of inspection for the purpose of superintending the administration by the trustee of the bankrupt's property.

d To give directions as to the manner in which the property is to be administered by the trustee (32 & 33 Vict. c. 71, s. 14).

4. A secured creditor may be a petitioning creditor, if he states his willingness to give up his security for the creditors in the event of adjudication, or if he is willing to give an estimate of the value of his security and prove for the rest.

He may vote on the choice of trustee in respect of his whole debt if he gives up his security, or in respect of the residue of his debt if he deducts the value of his security.

5. The omission to register a bill of sale makes it void as against assignees in bankruptcy (see 17 & 18 Vict. c. 36). Whether the grantor be a trader or not, also, by 32 & 33 Vict. c. 71, s. 15, the grantee under a bill of sale from a trader may lose his security if he leaves the goods in the possession of the bankrupt. But if a non-trader gives a bill of sale and registers it, even if the goods have not been removed before the bankruptcy, the reputed ownership clause in section 15 will not apply.

6. Moveable implements, being part of the stock-in-trade on which the trader gains his credit, would belong to the trustee, as against a mortgagee of the manufactory who left them in the order and disposition of the bankrupt (32 & 33 Vict. c. 71, s. 15, clause 5).

Fixed machinery, on the contrary, passing under the mortgage of the realty, would be included in the security of the mortgagee (see *Longbottom* v. *Berry*, 5 L. R. Q. B. 137, the latest case on the subject).

7. Demands in the nature of unliquidated damages are not proveable, unless they arise out of a contract or promise, in which case the value may be estimated (32 & 33 Vict. c. 7, s. 3).

8. Stoppage *in transitu* occurs when goods are consigned entirely or partly on credit from one person to another and the consignee becomes bankrupt or insolvent before the goods arrive. In this event the consignor has a right to direct the captain of the ship, or other carrier, to deliver the goods to himself or his agent instead of to the consignee, who has thus become unable to pay for them.

9. A bankrupt is guilty of a misdemeanour if he does not make a true discovery of his property, or does not deliver up his assets, or papers, or conceals any part thereof, or if he fails to inform the trustee of a false debt having been proved against the estate, or if he mutilates his papers, or if he obtains credit within four months of bankruptcy on false representations; and he is guilty of felony if he fraudulently absconds with his property to the amount of £20 or upwards (32 & 33 Vict. c. 62, ss. 11, 12).

10. A debtor may obtain a general discharge from his debts not only by bankruptcy, but by liquidation under section 125 of the new Act, or composition with creditors under section 126.

11. An equitable mortgagee, being a creditor holding a specific security, may, on giving up his security, prove for his whole debt; or he may prove for the balance due after realising or giving credit for the value of his security (32 & 33 Vict. c. 71, s. 40).

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12. On the bankruptcy of a firm, dividends of the joint and separate properties are to be declared together; the joint creditors being paid out of the joint estate, and separate creditors out of the separate estates (32 & 33 Vict. c. 71, s. 104).

13. The landlord of a bankrupt may distrain for rent due; but if he levies such distress after the commencement of the bankruptcy, it will be available only for one year's rent previous to the order for adjudication, and the overplus may be proved for under the bankruptcy (32 & 33 Vict. c. 71, s. 34).

14. The act of bankruptcy upon which the adjudication is founded must have occurred within six months before the presentation of the petition (32 & 33 Vict. c. 71, s. 6).

15. The recent Act (31 & 32 Vict. c. 71) provides (section 23) that the trustee may, by writing, disclaim onerous property, and upon such disclaimer the property, if a contract, shall be deemed to have determined from the date of the order of adjudication, and, if a lease, to have been surrendered on the same date.

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. It is a misdemeanour under section 39 of 24 & 25 Vict. c. 97, and is punishable by imprisonment for any term not exceeding six months, with or without hard labour, and if a male under the age of seventeen years, with or without whipping.

2. No. By section 58 of 24 & 25 Vict. c. 97, the statute which deals with "malicious injuries to property," "every punishment and forfeiture by this Act imposed on any person maliciously committing any offence, whether the same be punishable upon indictment or upon summary conviction, shall equally apply and be enforced whether the offence shall be committed from malice conceived against the owner of the property in respect of what it shall be committed, or otherwise."

3. The rule is that every person must be taken to intend the necessary and probable consequences of his own acts.

4. A principal in the first degree is one who is the actor or actual perpetrator of the fact.

5. Married women are not liable for their criminal acts when done under the coercion of their husbands; and if the acts are done in the presence of their husbands it is assumed, in the absence of evidence to the contrary, that the acts are done by the husband's coercion. Evidence may be given to show that a wife, although acting in her husband's presence, was not, in fact, acting under coercion, and if this is proved she is liable as if a *feme sole*. The mere authority or command of a husband to his wife to commit a crime will not excuse her if she commits it in his absence. It is not very well settled to what crimes this partial immunity of married women from criminal liability extends. It is said not to extend to treason, murder, or manslaughter, but it seems that it does extend to theft and burglary.

6. This has been held not to be larceny—*Reg.* v. *Willis* (1 Moo. C. C. 375)—as the husband had a joint property in the goods stolen. The principle of this decision may possibly, however, be affected by the late statute, 31 & 32 Vict. c. 116, by which one of two or more beneficial owners of money or goods converting the money or goods to his own se may be dealt with as if he was not one of such beneficial owners.

7. Compounding a mere charge of felony is illegal, as where a person having charged a man before a magistrate with embezzlement agrees not to prosecute the charge in consideration of a bill of exchange being accepted by another person.

8. It was laid down in *McNaghten's case* (10 Cl. & Fin. 209) that to establish a defence on the ground of insanity t must be shown that the accused was "labouring under such a defect of reason from disease of the mind as not to know the nature and quality of the act he was doing, or if he did know it, that he did not know that he was doing wrong;" or where the accused is under a delusion as to the existence of supposed facts, that such facts so supposed by him to exist would have justified him if they had really existed.

9. Murder is unlawfully killing with malice aforethought. Manslaughter is unlawfully killing without malice aforethought.

10. At common law burglary is the breaking and entering of the dwelling-house of another in the night-time with intent to commit a felony therein; and by 24 & 25 Vict. c. 26, s. 51, the breaking out of the dwelling-house of another in the night, having entered it with intent to commit a felony, or having committed a felony while in it, is burglary.

11. Yes. By 17 & 18 Vict. c. 83, s. 27, "every instrument liable to stamp duty shall be admitted in evidence in any criminal proceedings, although it may not have the stamp required by law impressed thereon or affixed thereto."

12. This is not capable of direct proof, and the jury must therefore infer the guilty knowledge from surrounding circumstances. On an indictment for uttering a forged bank note proof may be given that the accused uttered other forged notes, or that when he uttered the notes in question that he gave a false name or a false address, or that he then had other forged notes in his possession.

13. By section 2 of 24 & 25 Vict. c. 97, whosoever shall unlawfully and maliciously set fire to any dwelling-house, *any person being therein*, shall be guilty of felony and shall be liable to be kept in penal servitude for life or for any term not less than five years, or to be imprisoned for any term not exceeding two years with or without hard labour, and with or without solitary confinement, and if a male under sixteen years of age, with or without whipping. By section 3 whoever shall unlawfully and maliciously set fire to any house, stable, &c., &c., &c., *with intent thereby to injure or defraud any person* shall be liable to the same punishment as mentioned in section 2.

14. The false representation need not be in words; the conduct and acts of the accused may be sufficient without any verbal representation. The representation must be of some existing fact. A statement as to some future event is not sufficient. Therefore a promise to do an act at a future time is not a false pretence, although the person so promising had no intention of doing as he promised. The offence is completed by obtaining the money or goods.

15. The receipt of stolen goods is punishable when the receiver knows at the time that he receives the goods that they are stolen goods, whether the stealing amounts to a felony or only to a misdemeanour.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

I.—From Chitty on Contracts.

1. What are the requisites of a deed to make it complete as such?

2. Explain the principal differences between specialties and simple contracts.

3. What is the distinction between good and valuable considerations, and what is their respective efficacy to support deeds and simple contracts respectively?

4. Mention exceptions to the rule that a contract requires mutuality of obligation to render it binding on either party.

5. When is it necessary that a simple contract should be in writing?

6. What is the effect, as regards the liability of a surety, if either the person whose fidelity is guaranteed, or the person to whom the guarantee is given, take a partner: the transaction in respect of which the guarantee is given being continued by or with the firm?

7. What is the effect, as regards the liability of a surety, of any dealing by the creditor with the liability of the principal debtor; and if the creditor gives time for payment to the principal debtor, is it material whether he does it under a binding engagement to do so, or through gratuitous forbearance?

II.—From Williams on the Principles of the Law of Real Property.

8. What is an estate pur autre vie?

9. A. is tenant for life of real estate under a settlement dated 1860. The settlement contains no power of leasing. Can the tenant for life grant a binding lease other than for his own life, and if so, for what term, and subject to what conditions?

10. What words are sufficient to create an estate tail?

11. A conveyance is made to A. B. and his heirs, to the use of A. B. and his heirs, in trust for C. D. and his heirs. Does the legal estate vest in A. B. or C. D.?

12. A., by will, gives £5,000 to his son B. B. dies in his father's lifetime leaving a child. Will the legacy lapse?

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13. If a testator devise land to his heir-at-law, will such heir-at-law take by descent or purchase?

14. May a tenant in tail commit waste without first barring the entail?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. State some of the circumstances which have been considered by the Court as evidence that a deed purporting to be an absolute conveyance for value was intended merely by way of security.

16. State the general law, as to the application of payments made by a debtor to his creditor.

17. Where money is bequeathed to charitable purposes abroad, in what cases will the Court of Chancery secure the fund, and cause the charity to be administered under its direction, and in what cases will the Court not do so?

18. Where a specific legacy is given to one for life, and after his death to another, under what circumstances can the legatee in remainder obtain a decree for security from the tenant for life, for the delivery over of the legacy; and in the absence of those circumstances, to what is the remainderman entitled, and for what purpose?

19. Where a contract, which ought to be in writing, has not been reduced into writing, in what case, and for what reason, will the Court not allow the Statute of Frauds to be set up as a protection against such contract?

20. Under what circumstances, and by what method, can a mortgagee convert interest into principal so as to affect the mortgaged estate, and what will be the effect of such conversion on subsequent incumbrances, of which the mortgagee had notice?

21. In what case will the Court of Chancery, at the instance of persons having limited or ulterior interests in real estate, direct the title deeds to be secured or brought into Court for preservation?

IV.—Book Keeping.

22. Give a specimen of an account current between A. and B. (rendered by B.) consisting of five items on each side, and showing a balance in favour of B.

23. What books are necessary for an ordinary tradesman's accounts?

24. Describe the uses of the books mentioned in the answer to the previous question.

25. What are the meanings of the terms "debit" and "credit," and on which side of the account should entries under those respective headings be placed?

26. State an account between a wholesale house, and a tradesman, showing goods sold, goods returned, and acceptances given by the tradesman; some being paid, and some returned dishonoured with expenses.

ADMISSION OF ATTORNEYS.

Trinity Term, 1870.

The following are the days for admission in Common Law:—

Wednesday ..... June 15 | Thursday ..... June 16

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Thursday, the 16th of June, 1870, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Wednesday, the 15th of June.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

GENERAL EXAMINATION OF THE INNS OF COURT.

Trinity Term, 1870.

General examination of students of the Inns of Court, held at Lincoln's Inn Hall, on the 21st, 23rd, 24th, and 25th days of May, 1870.

The Council of Legal Education have awarded to David Graham Barkley, Lincoln's-inn, a studentship of fifty guineas per annum, to continue for a period of three years; Samuel Hall, Middle Temple, an exhibition of twenty-five guineas per annum, to continue for a period of three years; Archibald Brown and Edward Tindal Atkinson, Middle Temple, certificates of honour of the first class; and to Frank Matthew Betts, Frank John Fenton, Frederic Marshall, John Douglas Sandford (including Hindu Law, &c.), Inner Temple; Frederick John Fergusson (including Hindu Law, &c.), John Lawrence Gane, Edgar Hutchinson Little (including Hindu Law, &c.), Horace James Browne, James Layton Brown (including Hindu Law, &c.), George Robert Elsmie (including Hindu Law, &c.), Henry Leland Harrison, Elliot Macnaghten (including Hindu Law, &c.), Alexander Robertson, William Walker, Edward John Watson, and Richard Thomas Wright, of Lincoln's-inn, certificates that they have satisfactorily passed a public examination.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, June 13, class A. Tuesday, June 14, class B. Wednesday, June 15, class C. —4.30 to 6 p.m.

COURT PAPERS.

QUEEN'S BENCH.

This Court will on Friday the 17th, Saturday the 18th, Monday the 20th, Tuesday the 21st, Tuesday the 28th, Wednesday the 29th, and Thursday the 30th days of June instant, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases standing for judgment, and will also hold a sitting on Wednesday, the 6th day of July next, for the purpose of giving judgments only.

THE NEW LEGAL PEER.

The Right Hon. Thomas O'Hagan, Lord Chancellor of Ireland, has been created a peer, under the title of Baron O'Hagan. His Lordship, who is in his sixtieth year, was called to the bar in Ireland in Hilary Term, 1836, and was appointed a Queen's Counsel in February, 1849. He was for several years assistant-barrister for the county of Longford, and was elected a bencher of King's Inns, Dublin, in 1859. In February, 1860, he was appointed Solicitor-General for Ireland, when Mr. Rickard Deasy became Attorney-General, and in February, 1861, on Mr. Deasy being appointed a baron of the Court of Exchequer, Mr. O'Hagan succeeded him as Attorney-General, and was then sworn in a member of the Irish Privy Council. In May, 1863, he was elected M.P. for Tralee, in succession to Captain Daniel O'Connell, who retired on being appointed a special commissioner of income-tax, and continued to represent that borough till February, 1865, when he was appointed fourth justice of the Court of Common Pleas in Ireland. In November, 1868, on the formation of Mr. Gladstone's Government, he was selected to fill the post of Lord High Chancellor of Ireland, of which office he is still the incumbent. Since the beginning of the present century, the following Lord Chancellors of Ireland have also been created peers of Parliament:—Lord Redesdale, 1802—6; Lord Manners 1807—27; Lord Plunkett, 1830—4 and 1835—41; and Lord Campbell, 1841 (afterwards Lord Chancellor of England). Lord St. Leonards, who was Lord Chancellor of Ireland from 1841—46, was not created a peer till he became Lord Chancellor of England in 1852.

Court Fees.—The fees received in stamps in the superior Courts of Common Law in the year ending the 31st of March, 1870, amounted to £91,598, being £2,499 less than in the preceding year. The decrease was chiefly in the Court of Queen's Bench; in the Exchequer there was an increase. The salaries, pensions, and expenses charged on the fee fund amounted to £98,043, leaving a deficiency of £6,445. The fees received in the Court of Probate and Divorce in the year amounted to £134,070; the payments for compensations (a decreasing account), salaries, &c., amounted to £189,078, so that there was a deficiency of £55,008. In the Admiralty Court the fees received produced £8,446, but the payments charged on the fund reached £16,084, leaving a deficiency of £7,638. In the Land Registry the year's fees were £1,280, but the payments were £5,684, leaving a deficiency of £4,404. The total excess of expenditure over receipts in respect of the Courts of Probate and Admiralty and the Land Registry (exclusive of the salaries of the judges) was therefore £67,050.—*Times*.

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NEW COUNTY COURT RULES AND ORDERS.

THE DEBTORS ACT, 1869.

Rules and Forms for Regulating the Proceedings in the County Courts.—May, 1870.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being judges of county courts appointed to frame rules and orders for regulating the practice of the courts and forms of proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, under the powers vested in us by the said Act and by "The Debtors' Act, 1869," framed the following rules and forms, and we do hereby certify the same to the Lord Chancellor accordingly.

1. The rules made under the Debtors Act, 1869, for regulating the practice of the county courts under that Act, and which came into force in all county courts on the 1st January, 1870, may be cited as "The Debtors Act Rules, 1870;" and these rules may be cited as "The Debtors Act Rules, May, 1870."

2. Rules 21, 22, 23, and 24 of the "Debtors Act Rules, January, 1870," shall be, and they are hereby, rescinded.

3. The districts of the courts referred to in section 3 of the County Courts Act, 1867, shall be deemed to be one district, so far as relates to the issuing of judgment summonses by the court in which action was brought.

4. All costs incurred by the plaintiff in endeavouring to enforce an order or judgment shall be deemed to be due in pursuance of such order or judgment under section 5 of the Debtors Act, 1869.

5. Where a judgment debtor shall upon the return day of a judgment summons satisfy the Court that he has been adjudicated a bankrupt, and that the debt was provable in the bankruptcy, or that, in respect of the debt, the 125th or 126th section of the Bankrupt Act, 1869, have been complied with, no order of commitment shall be made.

6. Where a judgment debtor shall, after the making of an order of commitment against him and before its issue, file, in the court in which the order was made, an affidavit according to the form in the schedule, stating that he has been adjudicated a bankrupt, and that the debt was provable in the bankruptcy, or that in respect of the judgment debt the provisions of either of the before-mentioned sections of the Bankrupt Act, 1869, have been complied with, and at the same time give notice to the judgment creditor of the filing of the affidavit, no such order shall issue.

7. Where a judgment debtor is arrested, he may, according to the tenor of the order of commitment, file in the county court within the district of which he is in custody, an affidavit as mentioned in the last foregoing rule, and give the notice to the judgment creditor thereof, as therein required, and thereupon the judgment debtor shall be discharged out of custody upon the certificate of the registrar of that court.

8. The forms in the annexed schedule shall be used, instead of the corresponding forms now in use.

Schedule of Forms.

1.

Certified Copy of Order or Judgment.

The County Court of ——, holden at ——.

Minutes of Judgments, Orders, and other Proceedings at a Court held at ——, on the —— day of ——, 187—, before ——, Judge of the said Court.

No.	Plaintiff.	Appearance.	Defendant	Appearance.	Particulars of Claim.	Amount claimed.	Special Defence.	By whom Jury required.	For whom Judgment given.	Amount of Judgment.	Costs.	Order.

	£	s.	d.
Amount of judgment or order, including costs			
Subsequent costs			
Paid into court			
Total sum now due			

I hereby certify that the above is a true copy of an entry in the Minute Book, Judgments, Orders, and other Proceedings of the —— County Court of ——, holden at ——.

Dated this —— day of ——, 187—.

Registrar.

2.

Judgment Summons on an Order or Judgment of a County Court.

(*The figures are inserted ex. gr.*)

The Debtors Act, 1869.

In the [title of court issuing summons].

No. of plaint.

No. of judgment summons.

Between A.B., Plaintiff,

[Address, description,]

and

C.D., Defendant,

[Present address, description, and, if known, place of employment.]

Whereas the plaintiff obtained a judgment [or if no judgment has been obtained, or if a fresh order has been obtained upon a judgment, an order] against you, the above-named defendant, in the county court of ——, holden at ——, on the — day of ——, 187—, for the payment of £10 for debt [or damages] and costs, and subsequent costs have been incurred in pursuance thereof amounting to 15s.

And whereas you have made default in payment of the sum payable in pursuance of the said judgment [or order].

You are therefore hereby summoned to appear personally in this court at [place where court holden] on —— the —— day of ——, 187—, at the hour of —— in the ——noon, to be examined on oath by the court touching the means you have or have had since the date of the judgment [or order] to satisfy the sum payable in pursuance of the said judgment [or order]; and also to show cause why you should not be committed to prison for such default.

Dated this —— day of ——, 187—.

Registrar of the Court.

	£	s.	d.	£	s.	d.
Amount of judgment, or order, and costs				10	0	0
Costs of warrant against the goods, if any... ...				0	15	0
Costs of previous judgment summonses,... ... hearing, and committments, if any				0	0	0
				10	15	0
Deduct: Paid into court	1	0	0			
Deduct: Amounts which were not required to have been paid before the date of the summons	4	15	0	5	15	0
Sum payable				5	0	0
Costs of the summons				0	2	3
Amount upon the payment of which no further proceedings will be had until default in payment of next instalment				5	2	3

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3.

Judgment Summons on Order or Judgment of a Court other than a County Court.

The Debtors Act, 1869.

In the [title of court issuing summons],
No. of judgment summons.

Between A.B., Plaintiff,
[Address, Description,]
and
C.D., Defendant,
[Present address, description, and, if known, place of employment.]

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £——]:

[or, Whereas, by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor, here insert the name of the Vice-Chancellor making the order [on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

You are therefore hereby summoned to appear personally in this court at [place where court holden] on —— the —— day of ——, 187—, at the hour of —— in the ——to be examined on oath by the court touching the means you have or have had since the date of the judgment [or order] to pay the said sum, in payment of which you have made default; and also to show cause why you should not be committed to prison for such default.

Dated this —— day of ——, 187—.

Registrar of the Court.

	£	s.	d.
Amount of judgment or order remaining due...			
Costs of this summons			
Total sum due			

4.

Order of Commitment.

(*The figures are inserted ex. gr.*)

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.

Between A.B., Plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment [or order] against the defendant in the County Court of ——, holden at —— on the —— day of —— 187—, for the payment of £10, for debt [or damages] and costs, and subsequent costs have been incurred in pursuance thereof amounting to 15s.:

And whereas, the defendant hath made default in payment of £5, payable in pursuance of the said judgment [or order]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to satisfy the sum then due and payable in pursuance of the judgment [or order], and to show cause why he should not be committed to prison for such default, which summons has been proved to this Court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum then due and payable in pursuance of the judgment [or order], and has refused [or neglected], [or then refused or neglected] to pay the same, and the defendant has shown no cause why he should not be committed to prison.

Now, therefore, it is ordered that, for such default as aforesaid, the defendant shall be committed to prison for —— days, unless he shall sooner pay the sum stated below as that upon the payment of which he is to be discharged, or shall file such affidavit as is mentioned in rule six of "The Debtors Act Rules, May, 1870."

These are, therefore, to require you, the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] —— day of —— 187—.

E.F.,
Registrar of the Court.

	£	s.	d.
Total sum payable at the time of hearing of the judgment summons	5	2	3
Hearing of summons, and poundage upon this order	0	10	0
	5	12	3
Deduct amount paid into court subsequent to the hearing of the judgment summons	2	0	0
Total sum upon payment of which the prisoner will be discharged	3	12	3

5.

Order of Commitment on an Order or Judgment of a Court other than a County Court.

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.

Between A.B., Plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £——:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor] [insert the name of the Vice-Chancellor making the order] on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same.

Now, therefore, it is ordered, that the defendant shall be committed to prison for —— days, unless he shall sooner pay the sums in payment of which he has so made default, together with the prescribed costs hereinafter mentioned, or shall file such affidavit as is mentioned in rule six of "The Debtors Act Rules, May, 1870."

These are, therefore, to require you, the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] —— day of —— 187—.

E.F.,
Registrar of the Court.

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	£ s. d.
Amount of judgment or order, remaining due	
Costs of judgment summons and poundage on this order	
Amount upon the payment of which the prisoner is to be discharged	

This order remains in force one year from the date thereof.

6.

Affidavit.

The Debtors Act, 1869.

In the County Court of ——
holden at ——

Between A.B., Plaintiff,
and
C.D., Defendant.

I, C.D., of ——, make oath and say:—

1. That under the Debtors Act, 1869, an order for my committal was made by the above court [or the county court of ——, holden at ——], for making default in payment of £——, due from me in pursuance of an order [or judgment] of the [here insert the court in which order or judgment was given].

2. That on the —— day of —— 18—, I was adjudicated a bankrupt by the [here insert the court by which adjudication was made].

3. That the order of adjudication was published in the *London Gazette* on the —— day of —— 18—.

4. That the debt, in respect of which the above order [or judgment] was given, was provable under the bankruptcy.

[or

2. That my affairs are in course of liquidation [or have been liquidated] by arrangement under section 125 of the Bankruptcy Act, 1869, and that the debt, in respect of which the above order [or judgment] was given, was included in the statement produced to the meeting of my creditors.

or 2. That I have entered into a composition with my creditors under the provisions of section 125 of the Bankruptcy Act, 1869, and that the debt, in respect of which the above order [or judgment] was given, was inserted in the statement produced to the meetings of my creditors].

3. That the special resolution mentioned in section 125 of the Bankruptcy Act, 1869 [or the extraordinary resolution mentioned in section 126 of the Bankruptcy Act, 1869] was filed in the [here insert name of court] on the —— day of ——].

Sworn at ——. C.D.

7.

Certificate.

The Debtors Act, 1869.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff,
and
C.D., Defendant.

I hereby certify that the defendant who was committed to your custody by virtue of an order of commitment under the seal of this court [or the County Court of —— holden at ——], bearing date the —— day of —— 187—, has filed an affidavit in this court, stating that he is a bankrupt [or has had his affairs liquidated by arrangement, or has entered into a composition with his creditors] ; and that the defendant may, in respect of such order, be forthwith discharged out of your custody.

Given under the seal of the Court this —— day of —— 187—.

Registrar.

To the governor or keeper.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and orders to come into force in all county courts on the 20th day of June, 1870.

HATHERLEY, C.

COMMON LAW AND EQUITABLE JURISDICTION.

RULES, ORDERS and FORMS for Regulating the Practice of the County Courts.—May, 1870.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being judges of county courts appointed to frame rules and orders for regulating the practice of the courts, and forms of proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, under the powers vested in us by the said Act, and by "The County Courts Act, 1865," and "The County Courts Act, 1867," framed the following rules, orders and forms, and we do hereby certify the same to the Lord Chancellor accordingly.

1. The rules of practice which came into force in all county courts on the 1st day of January, 1868, and are now in force in such courts, may be cited as "The County Court Rules, 1868," and these rules may be cited as "The County Court Rules, 1870."

2. Process shall not be issued for service or execution unless the party at whose instance it is required to be issued shall give the Christian name and surname, description and residence, or place of business of himself, and the surname, and, if known, the Christian name and description, and also the residence of the party upon whom it is to be served, together with the name of the street and number of the house, if known, in which the party resides or carries on business; and every warrant shall have on it the name, address and description of the plaintiff and defendant.

3. Upon transmission of the plaint note, with a request and a receipt (duly stamped where necessary) by a party to whose credit money has been paid into a court, other than the court within the district of which such party resides or carries on business, the registrar of the court into which the money has been paid shall transmit such money to such party by registered post letter, enclosing a post-office order less the cost of remittance, and such remittance shall be at the risk of the said party.

4. Where a person desires to enter a plaint in a court within the district of which he does not reside, he may, instead of attending in person or by agent at the court, transmit, free of cost, to the registrar, the following:—

(1.) Statement showing the name, address and description of the plaintiff and defendants, the cause of action and the amount claimed, and, where the claim exceeds 40s., as many copies of the statement of the particulars or cause of action as there are defendants, and an additional copy to file.

(2.) A post-office order for the fees payable upon the entry of the plaint.

(3.) An envelope addressed to himself, with a penny postage stamp thereon.

And upon the receipt of the above the registrar shall enter the plaint and forward the plaint note to the plaintiff in the addressed envelope.

5. For the purpose of the two foregoing rules the several districts of the metropolitan courts shall be considered *inter se* as one district only.

6. The letter, form No. 6 to the County Court Rules, 1868, need not be transmitted with a summons sent for service from one metropolitan court to another.

7. Where by an affidavit of service of a summons made by the bailiff of a foreign court it shall appear doubtful whether the service will be held sufficient, the registrar of the home court shall forthwith, on receiving such affidavit, send to the plaintiff a notice according to form (No. 10) in the schedule to the County Court Rules, 1868.

8. Where a defendant pays money into court in part payment of the amount claimed, or in order that he may plead the defence of a tender, the money shall not be paid out until after the return day, and then if any costs shall have been awarded to the defendant such costs shall be deducted therefrom and be paid to the defendant.

Fees under section 2 of the Act of 1867.

9. The fee of 1s. for service of a summons issued under section 2 of the County Courts Act, 1867, and the fee of 1s. for affidavit of the service, where the amount claimed exceeds 40s., shall be paid by the plaintiff to the registrar at the time of the entry of the plaint in respect of each defendant to be served, and where the summons is to be served in a foreign district be accounted for to the treasurer, who will allow to the registrar such affidavit fees as he may have repaid to plaintiffs, in cases where the summonses have not been served.

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10. The high bailiff is entitled to 1s. for endeavouring to serve the summons, even should he not succeed.

11. The amount claimed is to be inserted in the letter sent to the high bailiff of the foreign court with the summons for service, according to the form in the schedule.

12. The affidavit of service of a summons under section 2 of the County Courts Act, 1867, shall be according to the form in the schedule.

Attorney's costs.

13. Costs in plaints for the recovery of tenements and in actions of replevin may, where the fees of court are paid on £5 or upwards, be allowed to attorneys upon the scale applicable to actions on contract where the amount claimed exceeds £20, if the judge shall so order.

14. In actions of tort where the damages claimed exceed £20, the plaintiff, if successful, shall, if the judge shall so order, be entitled to recover costs, according to the scale relating to actions of tort above £20, although less than £20 be recovered, and the defendant, if successful, and the judge shall so order, shall in all such cases be entitled to recover costs according to the said scale.

15. No costs shall be allowed to an attorney in actions under section 2 of the County Courts Act, 1867, unless the particulars of the plaintiff's demand be signed by such attorney; nor shall the total costs to be allowed to an attorney in actions under this section, where the sum claimed exceeds 40s., and does not exceed £5, be more than 5s., for all or any of the following acts: viz., preparing affidavit, swearing and filing, notice of mode of payment, copy and service of summons, affidavit of service with copy of summons annexed, attending to file, and entering up judgment by default.

EQUITY.

Order XX.

Rule 10. *Where legacy or succession duty payable, it must be paid before execution of the decree.*] Before executing any decree or order directing the payment or transfer of any fund, or part of any fund, in respect of which any duty shall be payable to the revenue under the Acts relating to legacy or succession duty, the registrar shall, before making the payment, require a certificate from the proper officer of the payment of the duty chargeable in respect of such fund, or any part thereof respectively.

Order XXIII.

Fees on Service.

Rule 28.] The fee for service of process shall be taken in respect of each defendant to be served, and where the process is to be served in a foreign district, a fee for each affidavit of service.

SCHEDULE OF FORMS.

1.

Affidavit of service of summons under section 2 *of* 30 & 31 *Vict. c.* 142, *by a person other than a bailiff.*

In the County Court of ——, holden at ——.

Between A. B., plaintiff,

and

C. D., defendant.

I, X. Y., the above-named plaintiff [or a clerk or servant in the permanent and exclusive employ of the above-named plaintiff, or in the permanent and exclusive employ of L. M., of ——, attorney to the above-named plaintiff], make oath and say:—

That I [where service made by a clerk or servant] am a clerk [or servant] in the permanent and exclusive employ of the above-named plaintiff, or in the permanent and exclusive employ of L. M., of ——, attorney to the above-named plaintiff, and that I did on the —— day of ——, 187—, duly serve the defendant with a summons, a true copy whereof is hereunto annexed marked A, by delivering the same personally to the defendant.

Sworn at ——, in the county of ——, this —— day of ——, 187—. X.

2.

Letter to be sent with summons out of the district under section 2 *of the County Courts Act*, 1867, *where the amount claimed exceeds* 40*s.*

In the County Court of ——, holden at ——.

Sir,—I hereby request that you will have the accompanying summons personally served under section 2 of the County Courts Acts, 1867, and return the enclosed copy of the same to me, with affidavit of service required by the said action.

On presentation of this letter to the registrar of your court, he is to pay you the fees received by me as under:—

	s.	d.
For service	1	0
For affidavit of service (if service be effected) ...	1	0
The amount claimed is £	,,	,,

Your obedient servant,

Registrar of the above Court.

To the High Bailiff of the County Court of ——, holden at ——.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and orders to come into force in all county courts on the 20th day of June, 1870.

HATHERLEY, C.

ORDER IN COUNCIL.

At the Court at Windsor, the 18th day of May, 1868.

Present:—

The Queen's most Excellent Majesty in Council.

Whereas by "The Common Law Procedure Act, 1860," it is enacted that it shall be lawful for her Majesty, from time to time, by an Order in Council, to direct that all or any part of the provisions of the said Act shall apply to all or any court or courts of record in England and Wales, and that within one month after such order shall have been made and published in the *London Gazette*, such provision shall extend and apply in manner directed by such Order, and that any such order may be, in like manner, from time to time altered and annulled; and that in and by such order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with respect to matters in such court or courts, and may make any orders or regulations which may be deemed requisite for carrying into operation in such court or courts the provisions so applied:

And whereas it has seemed fit to her Majesty, by and with the advice of her Privy Council, that certain of the provisions of the said Act should be extended and applied to all the courts of record established under the provisions of "The County Courts Act, 1846," and also to the City of London Court of Record as constituted by "The County Courts Acts, 1867,"

Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order, and it is hereby ordered, that the provisions contained in sections 28, 29, 30, and 31, of "The Common Law Procedure Act, 1860," shall apply to the said courts of record.

And her Majesty is further pleased, by and with the advice aforesaid, to direct that the powers and duties incident to the above-mentioned provisions of "The Common Law Procedure Act, 1860," with respect to matters in the said courts of record, shall and may be exercised by the judges of the said courts respectively, or their respective deputies, and to order that the statutes, rules of practice, orders, and forms in force and used in the said courts of record shall be adopted with reference to proceedings had in such courts under the above-mentioned provisions of "The Common Law Procedure Act, 1860," so far as the same are applicable *mutatis mutandis*.

COMMON LAW PROCEDURE ACT, 1860.

(23 & 24 Vict. c. 126.)

Sections referred to in the foregoing Order in Council.

Section 28. *Judge may refuse to interfere in proceedings to attach debts.*] In proceedings to obtain an attachment of debts under "The Common Law Procedure Act, 1854," the judge may, in his discretion, refuse to interfere, where, from the smallness of the amount to be recovered, or of the debt sought to be attached, or otherwise, the remedy sought would be worthless or vexatious.

Section 29. *Proceedings where third person has a lien on the debt.*] Whenever in proceedings to obtain an attachment of

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debts, under the Act above mentioned, it is suggested by the garnishee that the debt sought to be attached belongs to some third person who has a lien or charge upon it, the judge may order such third person to appear before him, and state the nature and particulars of his claim upon such debt.

Section 30. *Judge may bar claim of third person and make orders.*] After hearing the allegations of such third person under such order, and of any other person whom by the same or any subsequent order the judge may think fit to call before him, or in case of such third person not appearing before him upon such summons, the judge may order execution to issue to levy the amount due from such garnishee, or the judgment-creditor to proceed against the garnishee according to the provisions of "The Common Law Procedure Act, 1854," and he may bar the claim of such third person, or make such other order as he shall think fit, upon such terms, in all cases, with respect to the lien or charge (if any) of such third person, and to costs as he shall think just and reasonable.

Section 31. *Provisions of* 17 & 18 *Vict. c.* 125, *to apply to orders.*] The provisions of "The Common Law Procedure Act, 1854," so far as they are applicable, shall apply to any order, and the proceedings thereon made and taken in pursuance of the herein next before-mentioned powers under this Act.

THE USE OF THE GOWN.

We learn from the *Times* that the Bishop of Manchester, Dr. Fraser, has been asked by one of his clergy for his authoritative opinion on the following questions:—1, Flowers on the Lord's Table, as part of the decorations of the great festivals; 2, the publication of banns of marriage after the second lesson at morning prayer; 3, the use of the academical or other gown for preaching. His Lordship observes that no statement of his could be "authoritative" in the sense of being legally enforcible or obligatory, unless it could be shown to rest upon some express, declared sanction of the law. Where the law was silent or ambiguous the authority of a bishop was simply moral, only binding on the laity so far as they have respect for the bishop's office, and upon the clergy so far as they recognise in each particular exercise of it one of those "godly judgments and admonitions" which, at their ordination, they promised to "follow with glad mind and will." With reference to the use of flowers, his lordship refers to Sir R. Phillimore's judgment in *Elphinstone* v. *Purchas*, and holds that, under the existing interpretation of the law, flowers on the Lord's Table at the great festivals, and it might be assumed at other seasons, is legal. Legality, however, is one thing; expediency another. In reference to the third question—the other being a very unimportant one—his Lordship observes that he does not believe there is any authority beyond that of custom for the use of "the academical or other gown" in any ministration or service of the Church. If Sir R. Phillimore's view of the law was correct, and it was authoritative until reversed, the surplice was the only lawful—*i.e.*, the only prescribed—garment for the minister in all services, except when officiating at the Holy Communion. His Lordship also holds that the gown, even for preaching the sermon after evening prayer, was not a vestment that had the sanction of any direct written law, but at the same time he observes—"I would wish it to be remembered that in these indifferent things, especially when the law is not perfectly clear, the great amxim '*mos pro lege*' holds, and that it would be a most unwise, indeed scarcely a justifiable step in a minister to thrust a change of this kind upon an unwilling congregation. 'Let all things be done decently and in order' is a great maxim; but 'Let all things be done unto edifying' is a greater; and the end of all our ministrations is to win our people's hearts, not to alienate them; to build up, not to disunite or destroy. At the same time I deeply deplore that to the 'decent and comely surplice' there should be got attached, even in a single mind, that it is the symbol of a party. I cannot conceive how such a suspicion could have arisen, unless the change was very intemperately introduced, or was accompanied or followed by practices of a more equivocal nature, which might seem to indicate ulterior aims." After speaking of the reason that it is inconvenient to change as being satisfactory, he expresses his belief that the congregations as a body, if consulted, would acquiesce in any change by which it could be shown that the reverenee, heartiness, and decency of such service could be increased. But in cases where perhaps their patience had been somewhat severely tried, where their wishes had not been ascertained, and where it was even alleged that they had neither voice nor will in the matter, it was not surprising that they should resent or be alarmed at changes which seem to be capricious, and of which they can neither estimate the extent, or the design, or the end. The surprise, in truth, would be if it were otherwise. Change merely for the sake of change was always undesirable, but change for the sake of greater decency and order in common worship had in that aim its justification, and the minister who made it, if he was sure of the acquiescence of his congregation, might fairly ask for the sanction of his bishop, even if the change did not come within the written letter of the law. Where the law was plain and direct, and the matter was of primary importance, there was, of course, no alternative but to abide by such law, whether they liked it or not; but where there was an indistinctness or doubtful interpretation, a permissible latitude, there the course marked out for both bishop and minister was that implied in the governing principle, "*Salus populi suprema lex.*" In a postscript, his Lordship observes that there are those who differ from him as to the use of the gown, and adds that it were much to be wished, in the interests of peace, that the question should be settled in some amicable suit. To the decision of a competent tribunal, before which the question should have been fully argued, all parties, he imagined, would be prepared to bow, and the idea of either vestment being a party symbol would no longer trouble men's minds.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 10, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅝ x d	Annuities, April, '85
Ditto for Account, July 92⅝ x d	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 111⅛ xd	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124½
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	74½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	134
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	130½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	67⅝
Stock	Midland	100	131½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	38½
Stock	North London	100	121
Stock	North Staffordshire	100	62 x n
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The foreign market has been very active this week, and partly in consequence of this, Consols have been dull. The railway market has also receded, it is believed, however, merely on realisations by speculators, and there are symptoms of recovery. There are some new American railway loans which invite English capital, but investors naturally are shy of placing their

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money within the possibility of manipulation by combinations like those of the Erie "Ring."

The annual dinner of the Law Students' Debating Society will take place in July, somewhere in the country.

Mr. Thomas Ewing Winslow, lately one of the Commissioners in Bankruptcy, is about to resume practice at the bar.

The local bar and solicitors of Bristol have presented an address of condolence to Mr. E. J. Lloyd, Q.C., father of Mr. Edward Lloyd, who was murdered by Greek brigands.

We understand that the University of Oxford intend conferring an honorary degree on J. T. Bale, Esq., Q.C., LL.D., M.P., for Trinity College Dublin.

General Sir George Pollock, G.C.B., who has just been created a Field Marshal, is a younger brother of the Right Hon. Sir Frederick Pollock, Bart., late Lord Chief Baron of the Court of Exchequer, and of the late Sir David Pollock, who died while Chief Justice of Bombay. Sir Frederick Pollock is eighty-seven years of age, and Sir George Pollock is eighty-four.

INTERNATIONAL COPYRIGHT.—From returns made to our Parliament it appears that two kindred though distinct matters, which have long been on an unsatisfactory footing, are about to be so arranged that no one will have any reason to complain. We all know how British copyrights have been pirated in the States, and how all endeavours to come to a fair and equitable arrangement on the subject have hitherto been fruitless. This difficulty is likely to be settled, as Mr. Thornton, at Washington, has been empowered to sign a treaty on the subject, which both parties regard as satisfactory. The other matter is in reference to colonial copyrights. The law at present is, that while a copyright in the United Kingdom holds good over all the empire, the copyright of a colony takes effect only in that colony, and affords no protection to the owner either in Britain or anywhere else beyond the colony's border. This is now to be changed. A copyright in any British colony is to be regarded as Imperial as much as if taken out in London, and carries with it all the privileges in the States which a British copyright will do under the proposed convention, which, it is understood, is very much on the model of that some time ago concluded with France.—*Toronto Globe.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAXTER—On June 6, at Lewes, the wife of Wynne E. Baxter, solicitor, of a daughter.

UNDERHILL—On June 7, at Newbridge, Wolverhampton, the wife of Joseph Underhill, Esq., barrister-at-law, of a daughter.

WHEELER—On May 25, at Penge, the wife of G. B. Wheeler, solicitor, of a son.

MARRIAGES.

LEES—GODWIN—On June 8, at the Church of St. Mary Magdalene, Stoke Bishop, Bristol, Richard Lees, solicitor, Galashiels, N.B., to Ellen, eldest daughter of James Godwin, Esq., of Oakfield, Stoke Bishop.

YEO—DAVIS—On June 7, at St. Pancras Church, Henry Vivian Yeo, Esq., barrister-at-law, to Emily Alice, third daughter of N. Davis, Esq., LL.D., F.R.G.S., London.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, June 3, 1870.

UNLIMITED IN CHANCERY.

National Provincial Life Assurance Society.—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 17, Tokenhouse-yard. Tuesday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Bohemian Glass Company (Limited).—Petition for winding up, presented May 30, directed to be heard before the Master of the Rolls on June 11. Heather & Co, Paternoster-row, solicitors for the petitioners.

Freehold and General Investment Company (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Moon, Lincoln's-inn-fields, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Clifford Amalgamated Mining Company.—The Vice-Warden has, by an order dated May 30, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioner.

TUESDAY, June 7, 1870.

UNLIMITED IN CHANCERY.

European Assurance Society.—Petition for winding up, presented June 6, directed to be heard before Vice-Chancellor James on June 25. Mercer & Mercer, Mincing-lane, solicitors for the petitioner.

Professional Life Assurance Company, Registered.—The Master of the Rolls will, on Monday, June 27, at 2, at his chambers, Rolls-yard, Chancery-lane, proceed to make a call on the several persons who have been settled on the list of contributories of the company of one pound ten shillings per share.

Zara Baths Company.—Vice-Chancellor James has fixed June 22, at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

International Agricultural Credit Bank (Limited).—Vice-Chancellor James has, by an order dated June 6, appointed Sir Henry Drummond Wolff, of Boscambe Tower, Hants, Lachlan Mackintosh Rate, of Threadneedle-street, and George Augustus Cape, of Old Jewry, to be official liquidators.

International Agricultural Credit Bank (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Clements, Threadneedle-street, for Bircham & Co, solicitors for the petitioners.

International Land Credit Company (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Townsend & Co, Princes-street, Storey's-gate, Westminster, solicitors for the petitioners.

Mariquita Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 27, ordered that the above Company be wound up. Day, Palmerston-buildings, Old Broad-street, solicitor for the petitioner.

Patent Waterproof Paper Company (Limited).—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Frederick Forster Buffen, of 15, Coleman-street. Tuesday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Southampton Imperial Hotel Company (Limited).—The Master of the Rolls has fixed June 17, at 12, for the appointment of an official liquidator.

Telegraph Construction and Maintenance Company (Limited).—Petition for confirming a resolution for reducing the capital of the above company from £747,000 to £448,200, presented Jan 7, directed to be heard before Vice-Chancellor James on June 11.

Vallongo Slate and Slab Quarry Company (Limited).—Petition for winding up, presented June 7, directed to be heard before Vice-Chancellor Malins on June 24. Merriman & Co, Queen-street, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 3, 1870.

Ashness, Ann, Battersea-rise, Wandsworth, Spinster. June 30. Wells *v* Carr, V.C. Stuart. Wilkinson, John-street, Bedford-row.

Smith, John, Irchester, Northampton, Innkeeper. July 5. Dainty *v* Balaam, V.C. Stuart. Sherwood, Wellingborough.

Brooke, Thos Richd, Avening, Gloucester, Rector. July 1. Wansey *v* Brooke, V.C. Malins. Ryland, Lincoln's-inn-fields.

Chester, John, Everton, Nottingham, Farmer. July 1. Parkinson *v* Chester, V.C. Malins. Cartwright & Son, Bawtry.

Harvey, Mary, Victoria-terrace, Belsize-road, Hampstead, Widow. June 24. Smith *v* Bush, M.R. Rodwell, Edgware-road.

Ross, John Brown, Albert-square, Commercial-road, M.D. July 9. Wright *v* Ross, V.C. Stuart. Titt, Old Jewry-chambers.

Simson, Nathan, St. Dunstan-in-the-East, Merchant. July 5. Isaac *v* Defriez. Clayton & Sons, Lancaster-place, Strand.

Westall, Samuel Thos Maling, New-inn, Strand, Gent. June 30. Westall *v* Gower, V.C. Malins. Walker & Co, Southampton-street, Bloomsbury.

Wilks, Jos, York-street, Portman-square, Esq. July 1. Dickinson *v* Wilks, V.C. Malins. Lambert, John-street, Bedford-row.

TUESDAY, June 7, 1870.

Carr, Francis, Leeds, Drysalter. July 1. Howden *v* Carr, V.C. James. Nelson, Leeds.

Losada, Jose Rodriguez de, Regent-street, Clock Manufacter. July 1. Murrieta *v* Riego. V.C. James. Waltons & Co, Gt Winchester-st.

Lace, Ambrose, Lpool, Gent. July 14. Walker *v* Lace, V.C. James. Parker, Bedford-row.

Lee, Carrington, Gt Horkesley, Essex, Yeoman. July 4. Lee *v* Rumsey, M.R. Robinson & Co, Hadleigh.

Pearson, Frederick Burnett, Cleveland-square, Esq. July 10. Pearson *v* Pearson, V.C. Stuart. James, Lincoln's-inn-fields.

Skinner, Louisa, Egham, Surrey, Spinster. July 1. Simkins *v* Hunt, V.C. Stuart. Burgoynes & Co, Oxford-street.

Next of Kin.

Ffowke, Thos, Wapping, Merchant; Peter Ffowke, Tower-street, Gent; Thos, Ffowke, Limehouse, Mariner; and Thos Ffowke, London, Plumber. June 17. Ffowke *v* Briggs, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 3, 1870.

Adams, Louisa, Cheltenham, Gloucester, Spinster. July 15. Whateley & Whateley, Birm.

Bowlby, Roseanna, Brunswick-sq, Camberwell. Widow. July 1. Pattison & Co, Lombard-st.

Browne, Rev Jas Caulfeild, Dudley, Worcester. Aug 1. Pattison & Co, Lombard-st.

Bugden, Richd, Ball's-pond-rd, Commander R.N. Aug 1. Dowse & Darville, Lime-st-chambers.

Crapper, Elias, Holdworth, York, Farmer, July 19. Parker & Son, Sheffield.

Davenport, Sarah Ann, Macclesfield, Chester, Spinster. July 8. Shand, Stafford.

Edgley, Robert Thos, Gurney-st, Walworth, Builder. Aug 1. Anne Edgley, Gurney-st, Walworth.

Fisher, Edward, Bristol, Gent. July 18. Hobbs & Peters, Bristol.

Gilbody, Wm, Old Trafford, nr Manch, Gent. July 31. Orton, Manch.

Gould, John, Warwick-gardens, Kensington, Esq. July 10. Lewin & Co, Southampton-st, Strand.

Gray, Wm Wilson, Somerset-st, Portman-sq, Jobmaster. July 19. Bartley & Saxton, Somerset-st.

Grigg, Eliz, Brill-row, St Pancras, Widow. July 6. Draper, Vincent-sq, Westminster.

Grigg, John, Brill-row, St Pancras, Glass Cutter. July 6. Draper, Vincent sq, Westminster.

Hart, Wm, Brighton, Sussex, Hatter. July 31. Stevens & Haselwood, Brighton.

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Manley, Matthew, Marsden, Lancaster, Innkeeper. July 11. Hall & Baldwin, Clitheroe.
Martens, Wm Wills, Lpool, Gent. Aug 1. Paget, Lpool.
Morgan, Edward Ashenhurst, Ceylon, Esq. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Emily Frances Rocsilia, Avonbank, Hants, Spinster. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Eusebius Hamilton, Ceylon, Coffee Planter. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Jas Hoy, Surgeon on board steam ship Orinoco. Aug 1. Dowse & Darville, Lime-st-chambers.
Payne, Hy Wm, Bognor, Sussex, Shoemaker. July 16. Elkins, Bognor.
Pittom, Richard, Barby, Northampton, Farmer. Sept 1. Hobbs & Peters, Bristol.
Rhodes, George, Manch, Oil Merchant. July 1. Stevenson & Co, Manch.
Sidney, Mary, Clifton, Bristol, Widow. July 30. Benn, Rugby.
Spencer, Samuel, Bootle, Lancaster, Licensed Victualler. July 1. Peacock & Co, Lpool.
Tasker, John, Dartford, Kent, Brewer. July 13. Talbot & Tasker, Bedford-row.
Walmsley, Elisa, Boaredge, nr Bury, Lancaster, Spinster. July 4. Grundy & Co, Bury.
Watts, Margaret Rebecca, Battle, Sussex, Widow. June 30. Ellman & Co, Battle.
Welch, Timothy Yeats, Lpool, Shareholder. July 25. Maxsted & Gibson, Lancaster.
Whateley, Isabella Sophia, Sunninghill, Berks, Widow. July 24. Birch & Co, Lincoln's-inn-fields.
Woodward, Wm, St Alban's-rd, Highgate-rd, Esq. July 1. Giraud, Furnival's-inn.

TUESDAY June 7, 1870.

Arber, Eliz, Newmarket St Mary, Suffolk. Widow. July 6. York, Newmarket.
Batray, Wm, Tavistock-sq, Esq. July 7. Curtis & Bedford, Gresham-st West.
Buckley, Eliz, Blandford-pl, Regent's-park, Widow. July 4. Morris, Newman-st, Oxford-st.
Dyson, Edmund, Warrington, Lancaster, Builder. July 24. Davies & Brook, Warrington.
Foxall, Sarah, Remsley, Salop, Spinster. July 1. Hardwick, Bridgnorth.
Hodges, John, Tunbridge Wells, Kent, Corn Merchant. Aug 1. Stone & Co, Tunbridge Wells.
Lee, Matthew, Selstone, Nottingham, Butcher. June 30. Handley & Walkden, Mansfield.
Manners, Russell Hy, Henrietta-st, Cavendish-sq, Admiral. July 20. Tucker & Co, King-st, Cheapside.
May, Rev Jas Lewis. West Putford, Devon. July 14. May, Woodbridge-st, Clerkenwell.
Mould, Richard Andrews, Everton, nr Lpool, Esq. July 1. Johnson & Raper, Chichester.
Moyer, Stephen, Sutton, Lincoln, Farmer. July 8. Mossop & Co, Long Sutton.
Parker, Wm, Birm, Pawnbroker. July 1. Rawlins & Rowley, Birm.
Peter, Wm, Berkeswell, Warwick, Farmer. July 14. Dewes & Son, Coventry.
Rollings, Thos, Morton, Lincoln, Farmer. July 4. Lott & Rogers, Bowlane.
Whittem, Mary Ann, Whittley, Warwick, Widow. July 14. Dewes & Son, Coventry.
Wilkinson, Thos Aytoun, Starkholms, nr Matlock, Bath, Derby, out of business. Sept 1. Whitley & Maddock, Lpool.
Woodman, John, Westbourne, Sussex, Basket Maker. July 15. Cowdell & Grundy, Budge-row.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 24, 1870.

Clarke, Chas Hy, Paternoster-row, Publisher. March 2. Comp. Reg June 4.
Sprye, Richd Saml Mare, Gloucester-rd, no business. March 21. Comp. Reg June 3.

Bankrupts

FRIDAY, June 3, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Armstead, Wm, Barnsbury-st, Islington, Rate Collector, Pet June 2. Roche. June 15 at 12.
Bennett, Wm, sen, Queen's-rd, Peckham, Cowkeeper. Pet May 30. Brougham. June 17 at 1.30.
Cotterill, Wm Hy, Throgmorton-st, Solicitor. Pet June 2. Roche. June 22 at 11.
Evans, Wardle Eastland, Welbeck-st, Marylebone, Harmonium Manufacturer. Pet May 30. Pepys. June 16 at 11.30.
McLaren, Peter, Caledonian-rd, Baker. Pet May 31. Pepys. June 14 at 1.
Rourk, Gilbert, Storey's-gate, Gt George-st, Westminster, Licensed Victualler. Pet May 31. Brougham. July 1 at 11.
Rouse, Geo Heather, Poland-st, Oxford-st, Clerk. Pet May 30. Brougham. June 17 at 1.

To Surrender in the Country.

Clayton, Joseph, Leicester, Tin Plate Worker. Pet May 31. Owston Leicester, June 18 at 10.
Goodbehere, Saml, Birm, Attorney. Pet June 1. Chauntler. Birm, June 15 at 10.
Grundy, John, Birkenhead, Cheshire, Flour Dealer. Pet May 30. Wason. Birkenhead, June 18 at 10.
Higginson, Fras, Tunbridge Wells, Retired Captain H.M. Navy. Pet May 30. Walker. Tunbridge Wells, June 16 at 3.
Hooker, Geo Fredk, Marlowes, Hertford, Builder. Pet May 27. Blagg. St Alban's, June 11 at 11.
Lawton, Chas, Ashton-under-Lyne, Lancashire, China Dealer. Pet May 31. Hall. Ashton-under-Lyne, June 16 at 11.
Lee, Chas Edwd Stanley, Aldershot, Hants, Lieut H.M. 13th Reg. Pet May 28. White. Guildford, June 18 at 1.
Tasker, Geo, Teignmouth, Devon, Builder. Pet June 1. Daw. Exeter, June 14 at 1.
Taylor, John Helt, Wm Richd Taylor, & John Whittaker, Middleton, Lancashire, Builders. Pet May 30. Tweedale. Oldham, June 16. at 2.30.
Williams Geo Wm, Sidbury, Worcester, Innkeeper. Pet May 30. Crisp. Worcester, June 21 at 12.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hughes, Wm Edwd, Ostend, Belgium, non-trader. Pet June 2. Murray. June 20 at 11.

To Surrender in the Country.

Jameson, John, & Jas Steele McCormick, Wigan, Lancashire, Contractors. Pet June 2. Phillips. Kingston-upon-Hull, June 22 at 12.
Mortimore, Wm, Torquay, Devon, Lodging-house Keeper. Pet June 3. Daw. Exeter, June 18 at 10.
Slater, Jas, Burley, nr Leeds, Cloth Merchant. Pet June 3. Marshall. Leeds, June 20 at 11.
Spowers, Edwd, & Lawrence Spowers, South Hylton, Durham, Shipbuilders. Ellis. Sunderland, June 21 at 11.
Taylor, Liberty, Tunbridge Wells, Kent, Plumber. Pet June 3. Walker. Tunbridge Wells, June 20 at 3.

BANKRUPTCIES ANNULLED.

TUESDAY, June 7, 1870.

Geary, John Joseph, Leamington Priors, Warwick, Tailor. June 4.

GRESHAM LIFE ASSURANCE SOCIETY
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

The Bankruptcy Act, 1869.—Important Sale of Life Policies.

MR. HENRY HAYWARD has received instructions from the trustee of the estate of Mr. Edward Elwin, the elder (in liquidation by arrangement) to SELL by AUCTION at the GUILDHALL COFFEE-HOUSE, Gresham-street, London, on WEDNESDAY, the 15th day of JUNE, 1870, at TWELVE for ONE o'clock precisely, ELEVEN valuable POLICIES, effected with life assurance offices of the highest standing; including Four Policies on the life of a gentleman, now in his 65th year, one for £1,000, with bonuses of £326, effected in 1838 with the Economic Life Assurance Society; one for £2,000, with bonuses of £95 6s. in the Guardian Assurance Company, dated 20th February, 1846; and two for £1,500 and £500, effected respectively in 1846 and 1848 with the National Provident Institution, at premiums which have been considerably reduced; a Policy for £500, with bonuses of £158 2s., effected in 1849 with the National Provident Institution on the life of a gentleman now in his 56th year; Two Policies, for £100 each, in the same office, effected in the years 1841 and 1842 upon the life of a gentleman now in his 58th year; one for £150 in the same office, dated 23d March, 1858, on the life of a gentlemen now in his 76th year; two policies on the life of a gentleman now in his 67th year, one for £200, effected in 1840 with the Britannia Life Assurance Company, the other for £100 in the Royal Exchange Assurance Corporation, dated 28th February, 1864; also a Policy for £200, effected in 1865 with the Indisputable Life Assurance Company of Scotland, now the Briton Medical and General Life Association, on the life of a gentleman now in his — year.

Full particulars and conditions of sale may be obtained of
JAMES STILWELL, Esq., Solicitor, Dover; of
Messrs. E. & W. KNOCKER, Solicitors, Dover; of
Messrs. STEVENS, WILKINSON & HARRIES, Solicitors, 4, Nicholas-lane, Lombard-street, London;
or of Messrs. WORSFOLD & HAYWARD, Auctioneers, Surveyors, and Estate Agents, New Bridge, Dover.

ROYAL POLYTECHNIC.—"SAND and the SUEZ CANAL," by Professor Pepper.—Musical Entertainment, by George Buckland, Esq., "The HEART of STONE," with Spectral Scenes.—The American Organ daily.—And other attractions, all for One Shilling.

The GREAT CITY, at half-past One.
SUEZ CANAL, at half-past Two and quarter to Eight.
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The Solicitors' Journal.

LONDON, JUNE 18, 1870.

A CASE WHICH HAS come before Mr. Justice Willes at chambers gives rise to a very important question upon the construction of the Debtors Act, 1869. Section 4 of the Act enacts that "with the exceptions hereinafter mentioned, no person shall be arrested or imprisoned for making default in payment of a sum of money." Certain exceptions are then enumerated, Crown debts not being among them. The case in question is that of Mr. Leonard Edmunds. His controversies with the Crown it will be remembered were referred to the arbitration of two members of the bar, and their award found that Mr. Edmunds was indebted to the Crown to the amount of several thousands of pounds. Judgment for the amount was afterwards entered up; and Mr. Edmunds had been arrested upon this judgment at the suit of the Crown. Upon an application to Mr. Justice Willes at Chambers for the discharge of the defendant out of custody, the question was argued before his Lordship whether the Act affects the right of the Crown to arrest its debtors, or whether the section applies only to the debts of subjects. The learned judge intimated an opinion that the Crown was not bound unless expressly or impliedly referred to; he, however, reserved his judgment. Whichever way he may decide, it is not likely that the parties will rest satisfied with the decision of a single judge. But we are now in the middle of June and the Courts will sit again on the 2nd of November, four months and a-half hence. We venture to hope that when the Lord Chancellor is framing the rules for the contemplated High Court of Justice he will not include among them a rule by which as is the case now, the Courts shall be closed and justice at its highest source sealed up for more than one-third of a year at a stretch.

IT REALLY SEEMS at last probable that bills for the amendment of our judicial system will become law this session. We say "bills" advisedly; because the measures now about to be sent to the Commons cannot properly be described as "the bills" which, under corresponding names, have heretofore attracted our attention. The changes, however, which have been introduced at the last moment to disarm an opposition which certainly seemed to us hypercritical, though of such a nature as materially to alter the character of the bills as bills, are not, as we think, calculated to have much practical effect upon the constitution of the new High Court of Justice. That the Court of Appeal has been made a division of the High Court instead of a separate court will not materially affect the course of business, because, as a rule, the appeals would in any event be from this or that divisional court to the Court of Appeal, and would follow exactly the same course whether the last-mentioned court be a divisional court or a separate high court; but in the cases, necessarily rare, where the High Court itself pronounces a decision, it would obviously be absurd to admit of an appeal from this Court to one of its own divisions; and therefore, we presume, though this is not expressly provided, that in such cases the only appeal will be direct to the House of Lords. It is also left in doubt whether the provision in the High Court Bill which gives an appeal to the court itself from "any divisional court" will apply to the divisional court of appeal which is constituted, not by that bill, but the Appellate Bill. By the way, it seems to us inartistic to keep the bills separate now that the court is to be single, although it was, of course, proper that two distinct bills should be introduced when the intention was to constitute two separate courts.. As the bills stand at present they somewhat grotesquely provide that the High Court of Justice shall consist of *five* divisions (High Court of Justice Bill, s. 3) of which the divisional court of appeal shall be *a sixth* (Appellate Jurisdiction Bill, s. 3). The amalgamating process may perhaps be done in committee by the Commons, and will be something upon which to employ the energy of the lawyers in that House.

There are one or two verbal inaccuracies in the High Court of Justice Bill in its present shape, arising apparently from the rapidity and magnitude of the changes it has undergone: for instance, the notion of the contemplated Committee of Council has been abandoned, and the clause whereby such committee was constituted has been struck out; nevertheless in section 21 we still find a reference to a "Committee of Council constituted in manner hereinbefore mentioned," which has somehow escaped erasure.

The principal difference produced by the last set of changes is in the inevitable delay. That which has heretofore been the period of maximum delay (1st November, 1871) has now become the time of earliest possible accomplishment, for it is no longer to be possible for an order in council or any other authority to call the High Court of Justice into being as soon as its rules are ready, but an Act of Parliament must be obtained to give them life and efficacy, and they are more sanguine than we who expect to see that end accomplished within the limits of a single session. For the High Court of Justice Bill we do not regret this; we think that there is no such urgent need of legislation in that direction as should supersede the necessity of careful deliberation, but to have to wait for a satisfactory Court of Appeal until the whole new system of procedure in the courts of first instance has been settled and approved by the Legislature seems to us to be at once a substantial grievance and a patent absurdity.

OUR CONTEMPORARY the *Law Journal* has drawn attention to the unfortunate language of the Judges Jurisdiction Act of this session. The second section, which is that intended to confer jurisdiction on the judges of any one of the three superior courts to assist in the despatch of business in either of the other courts, begins with the words "in case," and as each of the many sentences the clauses contains is coupled to the preceding one by the copulative "and," the result is that the clause is in form hypothetical throughout, and appears to contain no positive enacting words. This result was brought about by the amendments which were adopted in the course of the passage of the bill through the Lords and Commons. As the bill stood in the first instance, the chief judge of a court requiring assistance might send a request to any judge of another court, in which case certain results were to follow. At the suggestion, we believe, of Lord Ellenborough, the Lord Chancellor altered this by substituting the chief judge of the other court as the person to whom the request was to be sent. As it then stood such chief judge was to "send" a puisne judge to the assistance of the other court. In the Commons Mr. Denman pointed out that this language was not very respectful to the puisne judges, who had never been liable to be "sent" about at the orders of their chief. The

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Attorney-General either adopted Mr. Denman's amendment or promised to alter the clause to meet his objection. Somehow or other the words "in case" crept in, and nonsense was made of the whole. This is as ridiculous an instance as we have ever met with of the absurdities which may be caused by the want of system with which we legislate. It seems no one's business to read an amended clause with a view of seeing even that it is good grammar, much less that it expresses what was intended. It would be a very proper penance for the person by whose fault the mistake originated, to have the trouble of framing a new clause (subject, of course, to supervision) and of publicly explaining why an amendment of the Act was required. We cannot, however, concur in the opinion of our contemporary that all acts done by a judge of one court in another under the supposed authority of the Act will be without jurisdiction. It has been laid down that bad grammar does not vitiate a deed, and although we are not aware that the same thing has ever been expressly held as to Acts of Parliament, yet it has been held that they are not to be construed so as to bring about an absurdity. Now, in the present case, no meaning at all can be given to the clause unless it is that jurisdiction is conferred by it. Any Court would, we think, be bound to hold that the Legislature have not said "in case a judge shall have jurisdiction," and have then stopped without telling us what is to be the result. It is a less forced and more reasonable construction to give no effect, or at all events not to give its ordinary meaning, to the word "and," where it occurs in the middle of the clause and after the semicolon in the printed copy. The judges would be bound to read the whole Act together, and they would find that the next section, the third, says that no evidence shall be required to found the jurisdiction of such judge. The fourth section also expressly enacts that a puisne judge of one court may assist in holding a sitting in banco of another court at the same time that other judges of that court are sitting in banco also. This, therefore, expressly provides for the only case in which the jurisdiction has as yet been exercised, which by-the-bye, is as we pointed out while the bill was under discussion, almost the only case in which the jurisdiction is likely to be exercised in practice. But further, the language of the fourth section, as well as that of the third, is only consistent with such an interpretation of the second as will make that section to confer some jurisdiction. On the whole, therefore, we cannot but think that the mistake, though one discreditable to our Legislature, and which will give the judges fair ground for declining to act extensively upon the Act, is yet one which, if the question came to be argued, the Courts would hold to be immaterial. Arguments tending to the contrary conclusion might, however, be drawn from the third section itself, for it might be said that stops and headings of sections are not to be regarded in an Act of Parliament, so that this very third section must be read as the conclusion of the former. It would certainly be curious if any court were compelled to hold that Parliament had enacted, by way of anticipation, that in case a judge should get, by certain preliminary steps, some jurisdiction which he then had not, that is to say, in case any future Act should give it to him, then no evidence should be required of one of the preliminary steps towards his getting it.

A further difficulty, however, arises as to this very third section. In enacting that no evidence shall be required of one of the preliminary steps, viz., the request, have not the Legislature, in effect, said that evidence shall be necessary of the other steps, such as the appointment of the judge by his brethren in his own court?

Mr. David Graham Barkley, who has been awarded the highest place at the recent examination of the Inns of Court, is a member of the Bengal Civil Service, which he entered by competition in 1857, standing fourth of the twelve gentlemen who were elected in that year.—*Allen's Indian Mail.*

LEGAL EDUCATION FOR SOLICITORS.

Last week we discussed "Legal Education for the Bar," a question which it seems is now likely to receive at last some of the attention which its importance deserves. The education of the bar, however, as the bar is at present constituted, is only a branch of a still larger question. The necessity for, and the effect of, the legal education of solicitors is also of great importance and ought to receive more notice than is generally accorded to it in discussions upon legal education.

It is not difficult to see why the legal education of solicitors is so little talked about. The members of that branch of the profession are not usually known by name to the public as barristers are. Their names do not appear in the daily papers in connection with the cases in which they are in fact engaged, and the larger portion of their ordinary occupation is of a kind which, although as important to the community at large as that transacted by barristers, is not by its very nature likely to attract public observation. Besides all this solicitors all have to undergo compulsory examinations, and any discussion regarding their legal education must deal with alterations in an existing system rather than with the question whether any education at all is required.

Although these reasons may to some extent account for the apparent indifference with which the legal education of solicitors is regarded, that education is nevertheless a matter of great consequence. The total number of solicitors is larger than that of barristers, and the number of solicitors in actual practice exceeds still more the number of barristers in practice, and solicitors transact an infinitely larger amount of business than that which is dealt with by the bar. The amount of work done by solicitors will be obvious the moment we stop to consider the vast number of contracts, letters, notices, &c., &c., they have to draw and advise upon, the questions and disputes of all sorts that they have to deal with, and the immense amount of semi-legal business they have to transact. They have also the most important duty of preparing all cases submitted for the opinion of counsel, which involves not only the exercise of judgment and discretion, but also a knowledge of at least the leading principles of the branch of law which affects the question. They have also to draw the briefs, select the witnesses, inspect the documents, give notices, &c., &c., in all Nisi Prius cases, and the due performance of these duties is as important for the success of a cause as the learning and ability of the advocate who conducts it. Solicitors have besides to conduct all communications with the opposite party during a litigation, and in addition to all this they are entitled to act and do very frequently act most efficiently as advocates in many of the inferior courts, and especially in county courts, the jurisdiction of which is being constantly increased. All this requires a knowledge of law, as the greater portion of the work has to be done without any aid from the opinion of counsel, and, indeed, much has to be done on the spur of the moment when there is but little time for consideration.

We desire to urge most strongly the necessity of considering the education of solicitors as an essential part of any new scheme of legal training that claims a title to be substituted for that which already exists. Not only should due provision be made for the legal education of solicitors, but it is very important that they should have the same kind of education and training (we do not say necessarily the same degree) as that which is given to those studying for the bar. Whatever evils the present dual system of the profession may have (and it admittedly has some), they are much increased by anything which tends to create differences of opinion or sentiment with respect to the way in which the two branches of the profession regard the law. If one branch of the profession is encouraged by the tendency of their education to think that a man must be but an ignorant lawyer who has not got at his fingers' ends a large number of the most recently decided cases, and

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the other branch regard such knowledge as at most nothing more than the recollection of the headings of an index, it is not likely that there will be much harmony of feeling between the two branches with regard to general questions of law. Such divergences of thought tend to make the daily work of the law more difficult and therefore more tedious and expensive than it need be, and it also renders any general improvement in the law itself almost impossible. What is required is that all the members of the profession should be thoroughly familiar with the system of law with which they have to deal, and understand that system in its details, as a workman understands the use of his tools, and they should all be accustomed to regard the system in the same light, and to work it in the same way, so that by harmonious action the most efficient result may be obtained.

The programme of the present plan for the education of solicitors sounds well, but we fear that it is not carried out as thoroughly as might be. The theoretical portion of their legal study might be much more completely taught. Most of our readers are probably familiar with the rules which regulate the admission of solicitors to the practice of their profession. There is a preliminary examination on general subjects to test the candidate's general information. Then there are at considerable intervals of time an intermediate and a final examination on subjects purely legal, except that there are some questions on book-keeping. In order to assist students to prepare for these examinations lecturers are appointed who give lectures and hold classes, attendance at which, although not compulsory, is open to all students. Besides this theoretical education provision is made for the learning of the practical details of the profession, and no one can be admitted as a solicitor who has not been articled for a certain number of years to a solicitor. This scheme of education, as we said, sounds well. There is a due admixture of practical and theoretical training. The office work to teach the former and the examination for the latter.

The practical part probably could not be taught in any other way, and is learnt, when the pupils are willing to learn, as well as such knowledge can be learnt. The other portion of the education is more faulty. The attendance on lectures is not compulsory, and there is nothing which necessarily brings the students together during their period of study, and thus a most valuable means of education is neglected. The value of bringing students together is great in all kinds of education, but it would be especially valuable to solicitors as the routine of their profession does not bring them very much into contact with one another. All barristers in practice necessarily see a great deal of one another, and in this way acquire much valuable knowledge after they have commenced the practice of the profession. Solicitors also doubtless acquire much after they are admitted, but they have not the opportunities that barristers have for doing so. It is therefore especially desirable that they should be brought into contact with one another before they commence practice. The present plan of requiring merely that candidates shall pass a couple of examinations, for which they may prepare themselves as they please, also tends to encourage the habit of "cram," a result which should be most carefully guarded against. This last evil might to a great extent be remedied by a careful method of examination which should thoroughly test the legal acquirements of each candidate. If we may judge by the published questions, however, the examinations are very carelessly conducted, and the questions to be answered are framed in a way which seems to show more regard for the time of the examiners than desire to test the knowledge of the students. For instance, at the last final examination for Trinity Term, out of fifteen questions on criminal law two were as to the amount of punishment which might be inflicted for specified crimes. It is not easy to imagine a more thoroughly useless and objectionable kind of question.

To improve the questions that are asked at these examinations would not be difficult. It would but require care and attention on the part of the examiners and the bestowal of more time in the preparation of the questions. The other objection to the present system might be obviated to a great extent by bringing students together by a more complete plan of library and other similar accomodation, if not, by making attendance on lectures compulsory. It might also perhaps be useful if tutors were appointed to whom the students could refer for advice and general assistance in their studies. Such help as this is most valuable to a student who often does not know what are the best books to read and in what order subjects should be studied. Perhaps also, as we suggested last week, the old system of "moots" might be revived in some form or other. However, we do not pretend in this article to suggest any complete plan of legal education. We only throw out these remarks as suggestions which may be worth consideration.

We hope that the subject of legal education will not be again forgotten until some real improvement has been made. The question is one which is doubtless necessarily technical in its details, and its advantages are not always clearly apparent at a cursory glance. A very slight acquaintance with the subject will, however, convince most people that there are few questions of more general interest to the public at large. One of the greatest advantages any country can possess is a good administration of good laws, and it is impossible to have these except through the intervention of trained lawyers, and the better the training of those lawyers the better will be *cæteris paribus* the law which they must administer.

PLATFORM ACCIDENTS.

Perhaps of all cases which come before our courts in banc none are so difficult satisfactorily to dispose of as those which turn really on questions of fact. In cases where a jury may be suspected of a real, even if unconscious, leaning to one side or the other (such as actions by injured passengers against railway companies), it is perhaps necessary that the Courts should exercise some control over the decisions of the jury. Unfortunately, however, similar causes may interfere and undoubtedly do interfere to prevent the judges themselves as well as juries from exercising such sound judgment in these cases as in others. Judges as well as jurymen are railway travellers, and between their natural inclination on the one hand to look on such questions from the railway traveller's point of view, and their desire on the other to prevent this inclination on their own part and on the part of jurymen from leading to injustice, their position is undoubtedly peculiarly trying. Under these circumstances it is not to be wondered at that the Courts should arrive at decisions inconsistent with each other, or only to be made consistent by relying on differences of the minutest kind. One subject which of late has been fertile in producing difference of opinion amongst the judges is that of what, for want of a better term, we may call railway platform accidents, including in the term also, on the *lucus a non lucendo* principle, accidents which happen for want of a platform.

In these cases precedents are of little real value, the only questions of law that arise being those common to all actions for negligence. It is, of course, desirable to have, as far as possible, uniformity of decision, and if ever a case arose in which the facts were absolutely identical with those in a former one, it would be right to follow the former decision. In practice, however, this cannot happen. There must always be minute differences of fact; some, perhaps, raising arguments in favour of one side, and some of the other, but such as to render the case merely similar, but not identical. Under such circumstances, and the question really being in all the cases what view ought to be taken of the facts, it is a mistake to place too much reliance on former decisions. At the same time it is impossible to prevent their being

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quoted at the bar and noticed on the bench. Even when the reporters, coming to the conclusion that a particular case will be of no value as a precedent, omit to report it, yet it will be quoted from the recollection of counsel who have heard it argued, and in that form will be even more likely to mislead than if it had been regularly reported. The only real value of decisions in these cases is not as authorities, but as containing expressions of opinion by persons whose judgment is entitled to weight and respect. It is necessary to look, not so much at what the real facts of any case were, as at what the judges supposed them to be, or what inference they drew from them. And, having ascertained what view each individual judge took of the facts, then his opinion as to what the result ought to be may be of considerable value.

We propose shortly to notice some of the questions discussed in the recent cases, not with a view of reconciling or explaining the decisions, but of extracting any opinions that may be of value in discussing future cases. *Siner* v. *The Great Western Railway*, 16 W. R. 916, 17 W. R. 417, was the simplest case of all. There the train overshot the platform, or extended beyond it, and the plaintiff, a woman, jumped out, in daylight, and sprained her ancle. It was held by a majority, both in the Exchequer and Exchequer Chamber, that she ought to be nonsuited, the judges, however, giving somewhat different reasons. Most of the judges took the view that even if there were negligence on the part of the company, yet the injury of the plaintiff was not due to it, but to her own act in jumping out. That being so, it was pretty clear that she could not recover, at all events unless she could make out that she was invited by the defendants to do as she did. If she had been, and they had some means of knowledge which she had not as to whether or not it was safe for her to do so, the result might have been different. It being broad daylight, of course there was no pretence for saying that she could not see the danger, if there was any; the question whether the company invited her to descend, was not much gone into in this case, the majority of judges being apparently of opinion, that even if they had invited her, she should not have acted on the invitation, at all events without remonstrating and asking to have the train put back. It might seem to follow from this—certainly it would from the judgment of Baron Bramwell—that the amount or degree of danger to which it would be negligence for the company to subject a passenger, is necessarily the same as the amount or degree of danger which it would be negligent for the passenger knowingly to incur. This proposition, however, was expressly repudiated by the dissentient judges, and we do not think it can be considered established. There may well be a state of things, which though not in fact safe, the passenger may be entitled to consider safe, because it is held out to him by the company as being so, and this may be so, although he may have means of knowledge which, if he had not been thrown off his guard, would have enabled him to detect the danger. The question that has been so much discussed in the subsequent cases—viz., whether there has been an invitation to alight, and which it is said that the Queen's Bench and the Common Pleas have decided differently is, we think, somewhat misleading. In *Bridge* v. *The North London Railway* (not reported) the case seems to have been this, that upon a train approaching a station, the porters called out "Highbury," and the train came to a stand. A passenger for Highbury immediately proceeded to get out, though the train was then in a tunnel, and he was killed. In an action under Lord Campbell's Act, the plaintiff was nonsuited by Mr. Justice Blackburn, and a rule to set aside the nonsuit was refused by the Court of Queen's Bench. The nonsuit is said to have proceeded on the ground that the calling out the name of the station was no invitation to alight. On the other hand, Mr. Justice Willes says that calling out the name of a station is an invitation to alight not immediately but when the train has definitely come to a stand, the passenger using reasonable care in the manner of his alighting. This the learned judge has ruled at nisi prius in the cases of *Petty* v. *The Great Western Railway Company*, and *Whittaker* v. *The Manchester & Sheffield Railway Company*, repeating the observation with perhaps greater emphasis in the latter case in banc. We have, therefore, here, expressions of opinion which appear clearly contradictory. At the same time we should be much surprised if the learned judges of the Queen's Bench would not accept the qualified proposition of Mr. Justice Willes. Where they might probably differ with him would be in their judgment of what would be reasonable care on the part of the passenger in the manner of his alighting. Mr. Justice Blackburn, Mr. Justice Mellor, and also, no doubt, Baron Bramwell, would say that he had not exercised reasonable care if he got out without seeing where he was going to, and that he was bound to ascertain this for himself. Mr. Justice Willes, on the other hand, would say, if he could see the danger, he must not get out, but if he could not see it, the question would be whether he was entitled to suppose from the acts of the company that there was none. A mere calling out of the name of the station might not of itself entitle him to suppose this, but coupling this with the stoppage of the train, and the appearance opposite the carriage of anything that the passenger might reasonably suppose to be the platform, then he would be entitled to suppose he could safely get out. Thus, in *Whittaker's case*, there was a parapet of a bridge opposite the carriage which he took, and as the Court thought reasonably took, for a platform.

We have, probably, not heard the last of these cases; even if no new ones arise, there are two likely to go to the Exchequer Chamber—*Cockle* v. *South Eastern Railway Company* (18 W. R. 759), from the Common Pleas, where the Court, were equally divided; and *Prager* v. *The Bristol and Exeter Railway Company*, not reported, from the Exchequer.

After all the refining of the judges, there seems little to be said except that a passenger must look before he leaps, and if he cannot see, then not leap until he is told to do so. When he can be considered as told to leap can be but a question of fact, although no doubt it will be for technical purposes (such as, whether the judge should nonsuit or not) a question of law whether there is any evidence upon that question of fact.

COURTS.

COMMON PLEAS.

(In Banco, before Bovill, C.J., and Smith, Keating, and Brett, JJ.)

June 15.—*Varley* v. *Ellis.*—*Re an Attorney.*

This was an informer's action for penalties to a large amount against the proprietors of the *Daily Telegraph*, who had inadvertently inserted various advertisements offering rewards for the recovery of stolen property, contrary to the provisions of 24 & 25 Vict. c. 96, which imposes a penalty, recoverable by the informer.

Giffard, Q.C., had obtained a rule calling on Mr. Thomas William Parks, the plaintiffs' attorney, to answer the matters in certain affidavits. It was alleged that the attorney himself brought the actions in the names of his clerk, Charles Russell, and of one Susan Varley, a relation of Russell, the object being, if he succeeded in the actions, to recover the penalties and his costs, and if he failed, to escape from the liability of paying costs to the defendant, his clerk, and his female relative, the nominal plaintiffs being *quasi* paupers, and unable to pay costs.

Robinson, *Serjt.*, and *Wood* showed cause against the rule, and relied on the affidavit of Mr. Parks that he had not instigated the bringing of these actions, but had brought them on the instructions of the plaintiffs in the usual way, and that they were liable to him for costs.

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Bovill, C.J., said that when the rule was granted the Court had been led to believe that there were no such persons as Russell and Varley. It now appeared on affidavits that these two persons had instructed the actions to be brought in the usual way, and what seemed to be a case of suspicion was answered. The rule must, therefore, be discharged, as an attorney's clerk or any person else had a right to bring these actions.

Keating and Smith, JJ., concurred.

Brett, J., dissented.—If the attorney had, as stated, put forward his clerk and a woman, a relative of his clerk, nominally to bring these actions for him, and, if he won, to obtain for him the penalties sued for and the costs, and if he failed, by this contrivance of pauper plaintiffs, to defraud the defendants of their costs, it was an exceedingly mean and dishonourable course, and the roll of attorneys ought to be purged of the name of such a person. What were the facts? He was entitled to form an opinion of them according to such knowledge of the world as he possessed. The proceeding was not a very well known section of an old Act of Parliament, and such only as a lawyer of some knowledge would be likely to be aware of. Was it likely Susan Varley would know anything about it, or that his clerk would commence proceedings of some risk if he were to be held responsible for the costs? He confessed that his suspicions were in accordance with the affidavits on which the rule had been obtained: But it was possible that the facts stated in the contrary affidavits might be true, and he therefore yielded his own impressions to those of the other judges of the court.

Rule discharged with costs.

June 14.—*Business of the Court.*

The Court announced that there would be sittings in banco on the 22nd, 23rd, 28th, 29th, and 30th inst.; and that on Monday, the 11th of July, the Court would sit for the purpose of delivering judgments.

BAIL COURT.

(In Banco, before Blackburn and Hannen, JJ.)

June 14.—*Dugdale* v. *Solomons.*

Re James H. F. Lewis, an attorney.

A rule had been granted calling upon Mr. Lewis, an attorney of this court, to show cause why he should not answer the matters in the affidavits. It was alleged that after the trial of the case of *Dugdale* v. *Solomons* Mr. Lewis, who was the attorney for the plaintiff, had sworn that four witnesses in the case had been each paid £11, whereas, in truth, cheques had been sent them for the amount, they being at the same time requested to hold over such cheques until after the taxation of the costs in order that it might be ascertained what amount the master allowed. These cheques were afterwards dishonoured, and the witnesses had never been paid. The matter was referred to the master, who this morning made his report, and therein stated his opinion that Mr. Lewis believed that the cheques would have been paid, and that there was no intent to benefit himself.

Parry, Serjt., for Mr. Lewis, urged that there had been no intention to defraud; but, as there had been great misconduct, he craved the merciful consideration of the Court.

M. Chambers, Q.C., *contra.*

The Court said the only question was how this misconduct was to be punished; and they thought Mr. Lewis should be fined £25 and pay the costs of the rule.

Jacobs v. *The London, Brighton, and South Coast Railway Company.*

Blackburn, J., gave judgment in this case. It was a rule for the master to review his taxation of costs. The action was brought for an injury sustained by the plaintiff. The defendants had suffered judgment by default. The main question was whether the master had done right in allowing one counsel instead of two. The master stated that when he allowed only one counsel he allowed him nearly as high an amount of fee as he should have given the two. This court would have discharged the rule, but they understood there had been a different practice in the other courts, and they had therefore made inquiry, and found that all the courts agreed that there ought not to be an inflexible rule, but that the master should exercise his discretion. Under all the circumstances the Court thought the rule should be made absolute, but without costs.

JUDGES' CHAMBERS.

June 10.—*Willett* v. *Harding.*

Practice.

On the 7th April, at the Bristol Spring Assizes, before Hannen, J., the plaintiff obtained a verdict for £45 10s., and on the 13th April the plaintiff accepted from the defendant £20 in full satisfaction of judgment, debt and costs. It being alleged that this settlement was made collusively and in fraud of the plaintiff's attorney, a summons was taken out by the plaintiff's attorney calling upon the plaintiff and defendant to show cause why they, or one of them, should not pay in his costs in the action, or why he should not be at liberty to sign judgment and issue execution.

R. F. Gould for the plaintiff's attorney; *Baugh Allen* for the defendant; the plaintiff did not appear.

Blackburn, J., made an order that the defendant pay the costs of the plaintiff's attorney, together with costs of summons (*Ex parte Games*, 33 L. J. Ex. 327, followed) with leave to apply to the Court, and, if advised, to file fresh affidavits.

Attorneys for the plaintiffs, *Reed, Phelps, & Sidgwick.*

Attorneys for the defendant, *Stocken & Jupp.*

COURTS OF BANKRUPTCY.

Lincoln's-Inn-Fields.

(Before the Chief Judge.)

June 13, 14.—*Ex parte Anderson, Re Anderson.*

County Court appeal—Trial of issues—Venue—Practice.

This was a motion on behalf of Charles K. Anderson, to alter, reverse, or annul an order of the Walsall County Court, by which it was ordered that the questions of fact necessary to be tried for the purpose of determining the validity or otherwise of an alleged sale by the bankrupt, Matthew Anderson, to Charles K. Anderson, should be tried before that Court and a jury, and for an order restraining the assignee from prosecuting any proceedings against Charles K. Anderson until he should have returned to Charles K. Anderson the sum of £2,948, demanded and received by the assignee in January, 1870.

The petition was filed on the 24th December, 1869, and on the 28th December the Court adjudged Matthew Anderson a bankrupt. Previously to the adjudication a meeting of creditors was held, at which the whole of the creditors with one exception, agreed to accept a composition. On the 18th December, Charles K. Anderson, the brother of the now bankrupt, in consideration of a sum of £5,702, obtained an assignment of the whole of his brother's assets. He paid a portion of the purchase-money, leaving a sum of £2,948 owing. At the first meeting of creditors, held on the 20th January, an assignee was appointed, who afterwards, through his solicitor, applied to Charles K. Anderson for payment of the balance of the purchase-money, which Charles K. Anderson accordingly paid. Notwithstanding this, it was alleged that the assignee had since commenced, and was now carrying on, proceedings in the county court for the purpose of testing the validity of the assignment by the bankrupt to Charles K. Anderson; and the order under appeal had been made by the judge.

Manisty, Q.C., *Bagley*, and *W. W. Karslake*, for the appeal.—It was impossible that a case of this importance could be tried in a county court before a jury of five, and the expense of counsel and witnesses to prove the value of the goods, consisting of pictures, &c., comprised in the deed would be enormous. At all events the Court would require the assignee to refund the balance of the purchase-money, which he had improperly received before he proceeded in the county court. They cited *Donovan* v. *Fricker*, Jacob, 165; *Orr* v. *Dickinson*, Johns. 1; *Colesworth* v. *Stephens*, 4 Hare, 185; and as to the change of venue, *Young* v. *Fernie*, 12 W. R. 221.

De Gex, Q.C., and *Reed*, for the respondent, were not called upon.

The Chief Judge held that the order of the county court judge was properly made; that that court was perfectly competent to deal with the matter; and that this Court had no power to interfere with the venue. As to the repayment of the balance of the purchase-money, the appellant could not properly require it, for if he was the *bonâ fide* purchaser he had rightly paid it; if he was not, another point might arise. The appeal must be dismissed with costs.

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APPOINTMENTS.

Mr. Thomas Cousins, solicitor, of Portsea, Hants, has been appointed Admiralty Coroner and Solicitor at Portsmouth, in succession to the late Mr. W. Swainson. Mr. Cousins was admitted in 1854, and has hitherto practised at Landport, Portsmouth, Southsea, and Portsea.

Mr. Edward Augustus Hilder, solicitor, of Gravesend, has been elected Vestry Clerk of the parish of Milton, adjoining that borough, in the place of the late Mr. F. Southgate. Mr. Hilder was certificated in 1836, and holds the offices of coroner of Gravesend, and replevy clerk for the county of Kent; he is also High Bailiff of the County Courts of Gravesend and Dartford.

Mr. Edward Jones, of Beaumaris, Anglesey, has been appointed Clerk to the Commissioners of Taxes for that district, in the room of his father, the late Mr. J. Watkins Jones, solicitor.

Mr. Harold Constantine Browning, solicitor, of Redditch, Worcestershire, has been appointed Clerk to the Local Board of Health, in succession to his father, Mr. Edward Browning, resigned.

Mr. Edwin Bedford, of Haberdashers'-hall, Gresham-street, has been appointed a London Commissioner for administering oaths in the Court of Queen's Bench.

GENERAL CORRESPONDENCE.

Sales by Auction.

Sir,—The judge of the Worcester County Court (Mr. Kettle) recently took occasion to observe that in selling a piano by auction, a bidding on behalf of the vendor is illegal, unless openly stipulated for. This decision has been called in question by some of your commercial contemporaries, one of whom, after observing that such a sale cannot be within the purview of the Sale of Land by Auction Act, expresses a wish to know on what Act the judge founded such a dictum. I should be glad of some enlightenment on this matter. A. B.

[The Sale of Land by Auction Act (1867) applies only to sales of land, but the *rule of common law* which that Act imposes on the Courts of Equity comprises sales of every description of property.—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 13.—*Attorneys and Solicitors Remuneration Bill.*—Committee.—Lord Chelmsford stated that he had prepared a proviso to be inserted in clause 4, which, as it had not yet been printed, he would propose at a future stage. He had heard of no ground for the introduction of the measure except the unsatisfactory nature of the existing arrangement, by which conveyancing business was remunerated in proportion to the length of the necessary documents. There was thus a premium on prolixity, and no inducement to employ skill in abbreviating the prolix forms which at present prevailed. In 1864 Lord Westbury brought in a bill enabling attorneys to enter into agreements as to the amount of remuneration for conveyancing business, but it was objected to as having a larger scope, and it failed to become law. This class of business was usually deemed the highest, and persons of the highest character being employed in it, he was sure they would not abuse the power now proposed to be given them; but he objected to the extension of such agreements to suits at law, on account of the overreaching and oppression which would inevitably result. In many cases, the clients being very ignorant, the attorneys would make a good bargain for themselves, and though it was true that the agreement might be brought before a court, and, if unreasonable, set aside, the parties in nine cases out of ten would not be aware of this mode of redress, and would not know whether the agreement was a fair one. The bill, moreover would exempt these agreements from taxation, so that, they would be eagerly entered into for the purpose of avoiding the scrutinising eye of the taxing officer. He should have much preferred it had the bill been confined to conveyancing business, but he feared it could not be modified in this sense without being redrawn. His amendment, therefore, provided that when such an agreement related to any action or suit, the amount payable in it should not be paid until it had been examined and allowed by the taxing officer, who, if he deemed it unfair, might require it to be referred to the Court, which would be empowered to reduce it, or to order the costs to be taxed in the same manner as if no such agreement existed. Without such a proviso the operation of the bill would be most mischievous.—The Marquis of Salisbury said the object of the bill was to allow freedom of contract as far as possible, and to enable clients to get their work done at less expense. He saw no objection to the amendment.—Lord Romilly approved of the bill, believing that many persons would abstain from bringing actions if they knew what the cost would be. At present, if they asked an attorney whether he would undertake to carry on a suit for £10, the answer was that the law did not permit him to make such a bargain, but he believed the cost would not exceed that sum. He feared that the proviso would be merely an expensive form of taxation, for a person could not be before the taxing officer with evidence without expense. The opponent would not be bound by the agreement, for he would have to pay the taxed costs irrespective of the sum agreed on.—Lord Cairns generally approved the bill, but supported the proviso. The bill already provided that three agreements entered into by guardians and trustees, who might not be very strict in a matter where the costs would not come upon themselves, should be subject to the certificate of the taxing officer, and it was expedient to extend this safeguard to agreements relating to actions at law.—Lord Westbury feared the proviso would render the clause nugatory.—Lord Penzance remarked that the terms of the proviso would not apply it to the court over which he had the honour to preside. Unless this omission was supplied, very ignorant clients in the smaller class of cases would be much imposed upon.—The Lord Chancellor approved the object of the bill which would wipe away the reproach of the principle of remuneration according to length, whereas it was desirable that some scheme should be devised for regulating it according to brevity. The obvious reason of the present law was that, while in other agreements a man was advised by his solicitor, in an agreement with his solicitor he would have no advice or protection. The bill would tend to the benefit of the community in the majority of cases, certainly as regarded the more respectable practitioners, and the 8th clause provided that no action should be brought on these agreements until the Court had been applied to, to see whether they were fair or not. There was also a clause protecting infants and married women, for whom protection was imperatively necessary. As to the class who, though legally capable, were incapable through ignorance, they would be in some degree protected by the competition as to who would transact the business most cheaply. It was not desirable so to restrict the measure as to impede the operations of the more respectable class, whose clients would benefit from it.—Lord Chelmsford remarked that his noble and learned friend's picture of all the attorneys in a neighbourhood assembling about the carcass like a flock of vultures proved the necessity of protecting the unfortunate persons who might fall into their clutches. In the majority of cases the money would be squeezed out of the client, the agreement never coming before the Court, and he hoped that to prevent overreaching and oppression his proviso would be agreed to.—The bill then passed through committee.

The *Wine and Beerhouses Act* (1869) *Amendment Bill* was read a second time.

The *Gas and Water Facilities Bill* was read a second time.

The *High Court of Justice Bill* (Report of Amendments).—The Lord Chancellor said that Lord Cairns, while concurring in the change in the Courts of Judicature recommended by the commission over which he presided, desired that the Court of Appeal should be a branch of the High Court, and not, as proposed in the bill, a court apart—a view in which he deemed himself supported by the commission. He had no objection to adopt that view, and was accordingly prepared to amend the Appellate Jurisdiction Bill in that sense. Lord Cairns also contended that the rules of procedure essential to every Court should be embodied in the Act. Now, the rules of the existing Courts, which it was proposed to consolidate, were no less than 2,800 in number, and although those of the consolidated court would be less numerous, they could not be introduced into the bill unless it were deferred for a year, in order that they might be framed, which could not be done until the constitution of the court was settled.

His proposal had, therefore, been to delegate the task to a committee of the Privy Council, leaving it afterwards to the Court to make modifications. Lord Cairns, however, supported, with one exception, by all the law lords who addressed the House, urged that the rules should have the direct sanction of Parliament, instead of the indirect sanction of being laid on the table of both Houses before taking effect. Although not satisfied that this course was preferable, he was willing, provided the constitution of the Court was settled, as it would be if the bill passed, to superintend the framing of rules, obtaining such assistance as would be necessary, and to provide that, with the exception of one or two clauses, the bill should not come into operation until these rules had received the sanction of Parliament. One of the exceptions would relate to the power to appoint a Lord Justice of Appeals in Chancery, pending and subject to those changes. It had not hitherto been deemed expedient to fill up the vacancy caused by the death of Lord Justice Selwyn, on the ground that any person appointed should be prepared to submit to the changes which Parliament might think desirable; and though this course had been found fault with, he was happy to say that the appeals awaiting hearing, which in November were thirty-three, none of them of older date than the previous June, were now only thirty-six, although one appeal had lasted eleven days. During the Chancellorship of Lord Cairns the Court of Appeal in Chancery twice cleared its whole paper. The Government were desirous of avoiding any arrears in the business by at once appointing a Lord Justice, subject to the provisions of the bill. The other clause which would take immediate effect was that enabling the Chief Judge in Bankruptcy, if a Privy Councillor, to sit, if appointed, on the Judicial Committee. He proposed in deference to the objections which had been urged, to strike out the clauses relating to the Home Circuit.—Lord Cairns was quite satisfied with these concessions. They would meet his objection to the separation of the new Court of Appeal from the High Court of Justice, and also his objection to the delegation to an extra-Parliamentary body of the settling of rules affecting the whole judicature of the country. The Lord Chancellor had taken a very wise course, and would, he trusted, have the satisfaction of seeing these bills become law this session, and thus of constituting the High Court, although it would not come into operation until the rules had been sanctioned by Parliament.—Earl Grey felt that the work of legislation in this country was getting absolutely choked by too great an amount of business. And in consequence the work was ill-performed, bills being passed in an imperfect and unsatisfactory state. This would inevitably be the case until some efficient means were adopted of lightening the heavy load of business and of making greater use of subsidiary authorities in order to prepare measures for legislation. Much had of late years been done in that direction, and the drawing up a vast number of rules relating to the procedure of courts of law was, above all, a case where Parliament should not be encumbered with too much detail. The control of Parliament should be maintained; but it was a wrong view of the duties of Parliament to keep within its walls matters of detail of this kind. In the earlier history of Parliament, it confined itself to the substance of legislation, leaving it to the judges to embody its wishes in statutes. He believed those earlier Acts, thus deliberately framed out of Parliament, compared more advantageously with Acts passed under the modern system, under which Parliament took cognisance of every detail and wording.—Lord Westbury regretted that he, like others both in and out of the house, had been terrified by the bugbear of the immense number of rules and orders which would be necessary. It being intended to lay down one simple form of pleading, and to supersede the existing forms, those who knew how essential forms were to justice required that the rules determining procedure should be embodied in a bill and sanctioned by Parliament. These would be as different from minute rules of practice as a principle was from its details, and if properly framed Parliament would avoid that "leap in the dark" which was as inexpedient with regard to our courts of justice as to any other part of our existing constitution.—Earl Granville commented on and justified his own previous assertion that he had noticed a tendency among law lords to pull each other's proposals of legal reform to pieces.—The report was then received, and the amendments agreed to.

The *Appellate Jurisdiction Bill.*—Re-committal.—The Lord Chancellor said the sole purpose of the amendments was to bring the Appellate Court into the system of the High Court of Justice. Mr. Justice Blackburn, Mr. Baron Bramwell, and Mr. Justice Smith had approved that very measure by approving the report of the Committee on Judicature, on which the bill was founded. Mr. Baron Bramwell did not concur in the resolutions of the judges.—Lord Cairns called attention to the serious alteration which this bill proposed to make in the salaries of succeeding judges. The salaries in the chief courts at present had been fixed, after long consideration, in pursuance of the recommendations of the committee on salaries, which sat some years ago. The common law judges had heavy circuit expenses. The arrangements proposed by the bill were not liberal enough. He thought the policy embodied in them very short-sighted.—Lord Penzance said that if the proposed Court of Appeal was to be appointed, the Lords Justices would be placed in an inferior position to the judges of the primary courts. That was a thing which had never been done with respect to the judges of an appeal court; and the principle involved in the change seemed erroneous. With regard to the judges of common law, it was true they would have nominally the same salary as the Vice-Chancellors and himself, but really they had very much less, because they were obliged to pay the expenses of circuit, which were not less than £600 a year. He did not see why they should not be placed in the same position as the judges of the other courts.—Lord Romilly ventured to say that if they diminished the salaries of the judges, already reduced as they were by the great increase of prices, and likely to be still more reduced by the rapid influx of gold from foreign countries, they would never get leaders of the profession to fill the office; they would only get subordinate persons, who would not possess that public confidence which judges ought to have.—The Lord Chancellor said that with regard to the alleged anomaly of a larger salary being received by a judge in a subordinate position, it was not the case that all judges of appeal received a higher salary than that received by the judges from whom the appeal might come. The right criterion was not whether by the offer of a certain salary they could secure any man, but whether they could secure a fit man.—The bill was ordered to be re-committed on Thursday next.

The *Union of Benefices Amendment Bill.*—The Bishop of Winchester said that, under existing Acts, two benefices could, under certain conditions, be united, and it was sometimes advisable to take down one of the churches and make one church, a larger one if necessary, serve for the united parishes. There was, however, no power to give to the parishioners of the church so pulled down parochial rights in the common church. The bill would remedy this defect.—The bill was read a second time.

The *Benefices Resignation Bill.*—The Bishop of Winchester said this bill proposed to apply to the beneficed clergy the principle applied last year to the episcopate, by enabling them, with the consent of the bishop and archbishop, when worn out in their duties, to retire, receiving one-third of the income by way of pensions. At present there was no power to charge a benefice with a retiring pension.—The bill was read a second time.

The *Irish Land Bill.*—Earl Granville moved the second reading; it was based on the principle that most Irish tenants required legislative protection.—The Duke of Richmond would not take on himself the responsibility of throwing the bill out, lest a worse one should follow; but he should propose amendments.—Lord Russell said the bill was the only measure that had ever adequately met the evil, because it was the only one that gave a tenant compensation for the loss of occupation. He congratulated everybody upon the bill.—Lord Oranmore said the bill contained principles never before accepted by any Legislature, and its passing would not stop agrarian outrages.—Lord Portsmouth supported the bill; Lord Lifford objected to it.—Lord Dufferin said it was consistent with the rights of property and with previous legislation.—Lord Salisbury approved the compensation and purchase clauses. Irish landlords were numerically too few. Had that been otherwise this bill would never have been necessary. He disapproved of the clauses which limited the liberty of contract for the future, and those clauses which went beyond this he stigmatised as robbery.—Lord Kimberley said the bill did not require Irish landlords to do more than good landlords now did when they dispossessed

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their tenants.—Lord Bandon objected to many of the details of the bill.—Lord Monck supported the measure in its general scope.—Debate adjourned.

The *Norwich Voters' Disfranchisement Bill* was read a third time and passed.

The *Bridgwater and Beverley Disfranchisement Bill* was read a third time and passed.

June 16.—The *Union of Benefices Act* (1870) *Amendment Bill* passed through committee.

The *Irish Land Bill.*—Adjourned debate on the second reading.—Lord Cairns, after criticising the bill in detail, said no mercy would be shown to tenants in arrear, and the tendency of the bill would be to raise rents throughout Ireland, and to lead to the consolidation of farms. The power given to the tenant to drop from one scale to a lower one, the necessity of replacing the thirty-one years' lease by one of twenty-one years, and the clauses relative to conacre and the building of labourers' cottages, all needed amendments which might be made without touching the principles of the bill.—Lord Halifax thought the characteristics of the bill were substantially fair and just.—Lord Grey feared it would work badly; it gave no additional facilities for making contracts, and it would tend to discourage improvements by interfering with the free action both of landlord and tenant, and that it would promote litigation. Still, it must be passed, but the responsibility was the Goverment's.—Lord Athlumney thought the bill did not detract from the fair rights of property.—Lord Derby demurred to the composition principle and said the chief merit of the bill was that it would destroy the delusion among a certain class of Irish tenants that the land belonged to the occupier. It would not end an agitation which had been so successful, but he supported it because, all real grievances being now removed, all men would unite in defending English Government in Ireland.—The Duke of Argyle said the bill was necessary and just in itself, did not interfere unduly with the rights of property, and was fair and just to the people of Ireland.—The Duke of Abercorn approved the principle but highly objected to the machinery.—Debate adjourned.

HOUSE OF COMMONS.

June 10.—*County Government.*—Mr. Campbell moved a resolution to the effect that the principle of representation ought to be applied to the Government and financial administration of counties.—Mr. Bruce said the Government had admitted in the Queen's Speech last session what reforms were necessary by the admission of the representative principle into the local administration of counties. This session no measure was brought forward, not simply for want of time, but because the whole subject of local taxation—its incidence and the manner in which it should be levied—was to be brought under consideration by the President of the Poor Law Board, who introduced a measure which had been referred to a select committee, and on the decision of that committee must in a great degree depend the constitution of county financial boards. He understood that evidence which covered the whole subject had been gone into by the committee. The question how far the rate should be levied from owners and occupiers was one on which the committee must give their decision, and surely on that decision it must very largely depend what should be the constitution of the future body, and where the electoral power should be vested. That was a sufficient reason for delay on the part of the Government in dealing with that part of the question. With respect to the other and larger question, the Government were not prepared to propose any large or sweeping changes. He must meet the motion with a decided negative.—Ultimately the motion was negatived by a majority of 61 to 39.

The Game Laws.—Mr. Locke drew attention to the attempts of this and the last session at legislation on this subject, and urged the importance of an inquiry.—Lord Royston said every gentleman in this country had a right to let his land in the way most advantageous to his pocket.—Sir L. Palk said that the best mode of settling this question would be to abolish the game laws altogether, and to substitute for them a stringent trespass law.—Mr. Bruce said the Government appreciated the difficulty in which the House was placed by the proposals respecting this question, but deprecated the appointment of a select committee to consider the subject. The Government would deal with the question on a very early day by a measure which would tend to reduce the quantity of ground game materially, and be generally as strong as it could be without infringing the rights of property.

The *Commons Enclosure Bill.*—Mr. Knatchbull-Hugessen moved the second reading. The Act of 1845 had worked admirably with regard to facilitating enclosures, but it had failed to secure greater protection to the public and the poorer classes. The bill, instead of leaving the commissioners discretion as to whether any allotments should be made where the land was subject to allotment, would compel them to make allotments in every case of enclosure. The Government proposed that one tenth, instead of one ninety-ninth, should be devoted to this purpose, but the exact proportion could, of course, be fixed upon in committee. At present recreation ground, unlike an allotment, was free of rent-charge, but it was proposed to abolish this distinction, and to enact that whatever land was henceforth devoted to the public should be given free of rent-charge. There was likewise a distinction at present between common land over which common rights were exercised all the year round and commonable lands over which the public enjoyed rights only during certain portions of the year. Under the bill commonable land would be subject to allotment the same as common land. The bill further provided that commons situate within a certain distance of densely-crowded towns should not be enclosed without the consent of the local authorities.—Debate adjourned.

The *Protection of Inventions Bill* was read a second time.

Advertisements Respecting Stolen Goods.—The Attorney-General introduced a bill to amend the law.

The *Dividends on Stock Act of* 1869.—Mr. Stansfeld introduced a bill to extend this Act to Ireland.

June 13.—The *Universities Tests Bill* passed through committee.

The *Merchant Shipping Code Bill* was read a second time and the order for committee postponed.

The *Merchant Shipping Acts, &c., Repeal Bill* was read a second time.

The *Protection of Inventions Bill* passed through committee.

June 14.—*Trades Unions.*—In reply to Mr. Melly, Mr. Bruce said he intended to bring forward a bill for the regulation of trades unions in the course of the present session, but if he proved unable to do so he should certainly introduce a bill to extend the operation of the 32 & 33 Vict. c. 61, for another year.

The Authorised Version of the Bible.—Mr. Buxton moved that an address be presented to her Majesty praying that she would be graciously pleased to invite the President of the United States to concur with her Majesty in appointing commissioners to revise the authorised version of the Bible.—Mr. Gladstone thought there were objections to the civil Government dealing with this subject, though perhaps when the work was done it might take it up.—The motion was ultimately withdrawn.

June 15.—*Representation of Minorities.*—Mr. Hardcastle moved the second reading of a bill to repeal the minority clause of the Representation of the People Act (1867). The clause was irritating and a practical failure, gave preponderance to minorities under certain circumstances, and was a step towards that ingenious impossibility—Mr. Hare's scheme.—Mr. Collins said the clause was beneficial and had only been tried two years.—Mr. Gladstone said minorities ought to be represented and were represented without the clause, which was an inconvenient excrescence on the Act.—Mr. Morrison approved the clause as a step towards Mr. Hare's scheme.—Mr. J. Hardy supported it as securing the representation of people and not party.—Sir J. Grey said at least it should not be repealed without considering other plans for minority representation.—Mr. Walter said the minority must be heard and this clause secured that very fairly.—Mr. Disraeli was not fond of these new-fangled devices, but would not disturb the experiment so very soon.—Ultimately the bill was thrown out by a majority of 183 to 175.

June 16.—*The Case of Mr. Mathieu.*—In reply to Col. Edwardes, Mr. Bruce said Mr. Mathieu, when taken to Bow-street, refused his address and gave a wrong name. Strict inquiry had resulted in a conclusion that the police had not done anything other than their duty.

Mr. Leonard Edmunds.—In reply to Sir J. Elphinstone, Mr. Gladstone said the ground upon which Mr. Leonard

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Edmunds had been arrested was his debt to the Crown of the sum of £7,904; and the authority on which he had been taken was the authority of the law, which had not been altered with respect to Crown debts by any recent legislation. They were advised that the Act for the abolition of imprisonment for debt did not affect Crown debtors, and that writs had been issued in consequence of the non-payment of Queen's taxes.

The *Extradition of Criminals Bill* was read a second time.

The *Sligo and Cashel Disfranchisement Bill.*—The second reading was carried by a majority of 158 to 23.

The *Larceny Advertisement Bill* was read a second time.

The *Salmon Acts Amendment Bill* was read a second time.

Investments for Charitable Purposes.—A bill by Sir Roundell Palmer was introduced, to amend the law as to the investment on real securities of trust funds for public and charitable purposes. Though primarily the bill had been rendered necessary by the passing of the Irish Church Bill of last year, its provisions were intended to apply, as its title indicated, to all trust moneys held for public and charitable purposes.—The bill was read a first time.

Apportionment of Rents.—A bill by Sir Roundell Palmer, for the better apportionment of rents and other periodical payments, was read a first time.

Party Processions (Ireland).—A bill by Mr Chichester Fortescue to amend the law relating to certain processions in Ireland was read a first time.

Absconding Debtors.—A bill by Mr. S. Morley, to amend the law relating to absconding debtors, was read a first time.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The tenth anniversary festival of this society was held on Wednesday evening, the 15th inst., at the Freemasons' Hall. The chair was ably filled by the Vice-Chancellor Sir Richard Malins, and there were present about 100 members of the profession, among whom we noticed:—Messrs. W. B. Glasse, Q.C., M. Cookson, J. T. Crossley, Fitzroy Kelly, A. R. Bristow, H. Y. T. Young, Reginald Hughes, J. S. Torr, E. F. Burton, E. Benham, E. Hedger, J. A. Radcliffe, A. J. Bristow, W. F. Blandy, C. Diver, F. H. Rooke, H. Thorn, H. Sowton, J. E. Turner, J. W. Proudfoot, J. Tassell, J. Alexander, F. Carnell, F. H. Hallett, T. F. Peacock, F. W. Topham, H. A. Dowse, J. T. Fry, W. J. Fraser, H. W. Trinder, W. Keary, L. Emanuel, T. Hamlin, W. T. Manning, G. C. Greenway, W. Ruston, H. Briggs, J. Heather, J. Heather, jun., R. S. Mason, G. D. Cooke, F. Buckland, W. Yewd, G. Sumner, H. J. Torr, F. Filliter, W. Chubb, H. A. Deane, J. W. Howlett, H. M. Cotton, A. Rawlinson, C. H. Gates, St. Barbe Sladen, J. Fluker, T. W. Goldring, W. H. Haycock, E. J. Milliken, J. Callaway, F. Brand, Esqs., and Mr. Secondary Potter.

The cloth having been removed, and grace sung effectively by a glee party under the direction of Mr. W. J. Fielding,

The CHAIRMAN proposed the health of the Queen and the Prince and Princess of Wales, and the rest of the Royal family, which were received in the usual loyal manner.

In proposing "The army, navy, and volunteers," the Chairman said the two former were ancient institutions; known and beloved by all, but the latter was a more recent growth which threatened to divide public favour with its predecessors. In default of any direct representative of the army or navy he would couple with the toast the name of Mr. Bristowe, solicitor to the Admiralty, and Captain Bathurst of the Kentish Volunteers.

Mr. BRISTOWE, in responding on behalf of the navy said, that although it so happened that at the present moment the English navy was in a state of transition, the once boasted "wooden walls" rapidly giving place to iron vessels or ships constructed of iron and copper, still whatever might be the material of which our navy was constructed, it was manned by the same lion-hearts which had carried the English flag to victory in every sea and in every clime.

Captain BATHURST having responded on behalf of the volunteers,

Mr. GLASSE, Q.C., proposed the health of her Majesty's judges, a body of men, who by their learning, industry, and integrity, had won the respect and esteem of the nation. They had not present any of her Majesty's common law judges, but they were presided over by one of the equity judges who had already earned for himself the regard of all whose duties brought them in contact with him.

The CHAIRMAN in responding to the toast, said, he believed, that to the distinguished body of men for whom he had the honour to return thanks, England owed the deepest obligations. Their duties were very arduous, and in the discharge of those duties, he believed—at any rate, he could speak for himself—they frequently erred, but when they did so, it was not from any lack of desire to do their duty, but simply because, from the nature of the case, it was impossible they could always be right. It was most pleasing to find himself on this occasion surrounded by a body of men with whom he had been so associated for so many years, from whom he had received so many marks of kindness, and with whom he was always pleased to renew his acquaintance on those occasions when his public duties brought him in contact with them.

Mr. BURTON, in proposing the health of the bar, said that, much as we might be captivated by the eloquence for which the bar was distinguished, that was not to be compared with its more sterling qualities. The bar stood pre-eminent in the world for its learning. The medical profession and the profession of physical science could alone come near it for learning, but no one knew so well as solicitors did that, although the barrister was constantly engaged in taking opposite sides of the same question, he did so without the sacrifice of personal truth; and no one knew also better than solicitors did that, although constantly pleading before the same judges, and looking to the Crown for promotion, the bar did its duty fearlessly and without sacrificing its independence. He was happy to say there was now no jealousy or rivalry between solicitors and the bar. That had long passed away. Fifty years ago solicitors held a different position; since then solicitors had made great progress in education and status, and they now held a very much higher position. Socially they met on terms of equality with the bar, and he was content professionally to yield to the bar the higher place. It was from the bar that the judges were selected, the bar sent a large proportion of the legislators into the House of Commons, and the bar sent into the House of Lords the law lords—that element without which he supposed the levelling hands of Mr. Bright would have swept away that branch of the legislation. To solicitors the highest honour we could aspire, he supposed, was to be a lord mayor. But though the highest honours in the law were not open to solicitors, they might at least hope to see their sons fill the highest positions in the law. He thought there was no more beautiful touch of nature to be found in Tennyson than where he described Enoch Arden lying in his boat enduring the hardship of a fisherman's life, but consoling himself with the prospect of putting his son in a higher position than his own. He (Mr. Burton) would next allude to the observations that had fallen from a learned judge when presiding over a similar meeting of this society two years before. He referred to the suggestion that fell from that judge that the two branches of the profession should be amalgamated. He (Mr. Burton) doubted if that were the expression of a deliberate conviction on the part of that most learned judge, all of whose opinions were entitled to the greatest respect. But he differed with him entirely on that question. It was very well in the colonies where there was comparatively little to do and few to do it, that every man should do all that came in his way. But in a wealthy country and with well-filled ranks of the professions, we were entitled to all the advantages of the division of labour. Division of labour always made excellence of workmanship, and if one man was eloquent, another skilful as a conveyancer, another in advising clients, and another in conducting correspondence, was it not better that each should devote himself entirely to that in which he excelled.

Mr. MONTAGU COOKSON, responded to the toast, and in the course of his observations said he believed it would be a very unfortunate thing if the distinction at present existing between the two branches of the profession were removed, at the same time he rejoiced to find there was a prospect of proper means being taken for ensuring a thorough legal education being possessed by all members of both branches, and this must be founded in each case on the same broad principles. Some parties had also advocated the establishment of a Legal University, but this he did not apprehend was in any sense necessary, and, in fact, it was a misnomer

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to term an institution for teaching one branch of learning a University.

The CHAIRMAN, in proposing the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity attend it" said: We are assembled here to night gentlemen, I hope every one of us, from a feeling of benevolence, for we are met in order to promote the interests of the Solicitors' Benevolent Association. Before I go further, perhaps you will permit me to say a word with regard to the memory of my late friend who presided at this meeting last year—the late Lord Justice Selwyn. Indeed, it is not consonant to my feelings to let the present occasion pass over without some allusion to my excellent and valued friend of so many years standing, whom you will all remember last year presided on this occasion in that spirit of hilarity and good fellowship which always distinguished him. I saw him myself about a fortnight afterwards, when he appeared in the most vigorous health; in fact, I never saw him better, and you all know how soon after he was taken from us. I cannot, therefore, omit this allusion as showing us the uncertainty of all human affairs, and as proving that, however prosperous you may be—and no man could be more prosperous than he was in every sense of the word—you cannot tell how long that prosperity will last. This is a subject which well introduces the objects of this society, which is an association for the benefit of a great profession, that of the solicitors of England—a profession which probably in its results upon mankind is of greater importance than any other profession which can be named. Whoever is in trouble, the first thing he does is to apply to his solicitor, and whoever is in prosperity the same thing happens, he applies in the same quarter. It is a great profession, but there are necessarily prosperous and unprosperous members of it, and those who are prosperous to day may not be prosperous to morrow. No human being can foresee or contemplate that which may happen in the future, and it is, therefore, of the highest possible importance that men should gather together for the purpose of supporting those who may be placed in circumstances rendering them unable to support themselves. The object of this society, therefore, that of supporting its poorer members—not those who are now poor, but the apparently rich members who may, through unforeseen circumstances, become poor—is one which commends itself to the good feeling of all men. How then are its objects to be carried out? This is an association which, it appears, has existed for twelve years, having been established in 1858. Having been called upon to preside upon this occasion—and I can assure you I felt it a very great honour to preside over a body of gentlemen for whom I entertain so much regard and respect—I thought it my duty to look into your affairs, to see what you have been doing, what you are doing, and what you are likely to do. I find it stated that, whereas the solicitors in England number more than 10,000, you have not yet obtained the support of more than one-fifth of that number in twelve years. We all know how difficult it is, and our daily experience shows it, to enlist the interest of persons in any cause whatever. We all receive so many applications for charity of various descriptions—at least, I myself do—that I verily believe the public are under the impression that a vice-chancellor has the unlimited command of the Suitors' Fee Fund. I do not doubt that all here have the same demands made upon them, but certainly it seems to be the general impression that a vice-chancellor can do anything. If anybody wants a situation he goes to the vice-chancellor, if anybody wants money they apply to the vice-chancellor. Therefore as we are all called upon so much, it is not altogether suprising that during the period of twelve years you have only succeeded in obtaining the support of one-fifth of the profession. But, gentlemen, I do think, considering the objects you have in view, that some impression ought to be made upon the remaining 8,000 who have not yet joined. You cannot expect to gain them all, but I am perfectly certain that by continued effort you will gain the support of a much larger number than you yet have; and I cannot help thinking that as years go on, and the objects of this society are more distinctly brought before the profession, you will gain the support of a very large number of the solicitors of England who have not yet sent in their names. Amongst these there are no doubt many who are not able to join, and there may be others who, though not unwilling to do so, have not yet had their attention sufficiently drawn to it—not from any fault of the society, for I understand that some 10,000 circulars are issued every year, and that you invite all her Majesty's judges, Queen's counsel, and members of the bar, to be present on this occasion—but nevertheless these three branches of the profession are but slenderly represented here this evening. It is not, I believe, from any want of willingness to support so valuable an association, but because men are so much engaged. There are so many calls upon their time and attention that they cannot do very often what they would in such a matter. So it is, no doubt, with regard to the members of the profession itself, and yet I do consider it to be a sacred duty which every man owes to support his own profession, and to aid the charities of that body of men with whom he happens to be associated, and through whose assistance he has to carry on the business of life, whose success is his success, and whose prosperity he ought to look to as a subject of rejoicing to himself. I cannot help thinking, therefore, that by continued applications you will yet obtain the support of those who have not yet joined, and if you only get 4,000 to do so, and to subscribe one guinea a-year, you will then have an additional income of 4,000 guineas, and with that sum of money what can you not accomplish? I have already said that I considered it my duty to look into the affairs of your association as far as I could, and I find the principle adopted is that your annual subscriptions are capitalised, so that you have already £18,000 invested, producing an income of £700 or £800. If I understand correctly, you distribute only the income of your accumulated fund, and I suppose the same system will go on from year to year. Now I hope you will understand that in what I am about to say I speak with all humility, and the suggestion which I am about to make is one which has occurred to my mind totally unbiassed, for I have not spoken with anyone on the subject till I came into this room. But it does appear to me, if I may say so, that the constitution of your society may be considerably improved, and in this way. Your annual income is about £2,196, and I find you have been enabled to distribute only £515 in the way of donations or assistance to the poorer members of the society. I would very humbly suggest to you whether it would not be better instead of capitalising all your subscriptions and donations—inasmuch as to all of us the present time is of the greatest importance, and futurity is nothing in comparison—to distribute at least one-half of your annual income and invest the remainder.; thus, at the present time, instead of distributing £515 a-year you would be able to distribute £1,500. And I would further suggest that when your accumulated fund has reached a certain point, say £20,000, you would do wisely to distribute the total amount of your annual income received from subscriptions and donations amongst those who ought to be the permanent and primary objects of your consideration—viz., not those who may hereafter be in difficulties, but those who are so now. This idea has occurred to me, and I very humbly submit it for the consideration of the members of the society. I will not detain you any longer, except to say, that I most cordially thank you for the honour which you have conferred upon me in asking me to preside upon this occasion.

Mr. EIFFE (Secretary) read the list of new donations and subscriptions amounting in the whole to about £700, there being seventy-two new annual subscribers.

Mr. A. R. BRISTOWE then proposed the health of the Chairman, who, notwithstanding his numerous public avocations, found time to come amongst them and advocate, as he had so forcibly, the cause in behalf of which they were assembled. He had had the honour of the Vice-Chancellor's acquaintance for many years, not only when he was a practising barrister, but also as a member of Parliament advocating the rights of the people, and since then he had been a suitor in his court and had received substantial justice at his hands. In all these relations of life he had acquitted himself so as to command the esteem of his fellow-men, and in his capacity as one of her Majesty's judges he had attained amongst the profession to which he (Mr. Bristowe) belonged, a deserved popularity. He had, therefore, much pleasure in wishing him long life and continued prosperity.

The CHAIRMAN, in returning thanks, said he had known most of those present for many years, for it was now forty years since he was called to the bar. He came to London knowing and known by no one, and having spent the usual time in a conveyancer's chambers studying Coke upon Littleton and other old writers who were too much neglected in the present day, he had to wait day after day and month

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after month until business came to him; and he supposed from the kind manner in which he had been received that day that his perseverance had not been altogether unappreciated. The success which he had attained he did not attribute to any superior abilities, but to his continued industry, and more than all to his earnest desire to promote the interests of his clients, so far as they were consistent with truth and honour, and no farther. This had been his guiding principle, and to it he believed he owed his present position. With regard to the much talked-of amalgamation between the two branches of the profession, he would only say that he believed it was one of the distinguishing glories of England that the two branches of the legal profession, each equally respectable, were kept distinct. one gentleman communicating with the client, and the result of those communications being submitted to another, who, uninfluenced by any personal consideration, gave an opinion upon the abstract merits and justice of the case.

The list of toasts was concluded by the health of the committee and secretary, proposed by Mr. Young and acknowledged by Mr. Eiffe.

INCORPORATED LAW SOCIETY.

The president, vice-president, and council of the Incorporated Law Society entertained a distinguished party at dinner at the hall of the society on Tuesday last. The guests included Mr. Justice Willes, Mr. Baron Bramwell, Mr. Justice Lush, Sir Barnes Peacock, the Attorney-General, Sir John Karslake, Q.C., Sir George Honeyman, Q.C., Mr. Garth, Q.C., Dr. Tristram, D.C.L., Master Benett, Dr. Percy, F.R.S., Mr. F. O. Haynes, Mr. Wm. Murray, Mr. H. C. Lord, Mr. Kenelm Digby, Mr. Charles Spencer Percival, Mr. Meadows White, Mr. Sills, &c.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held on Tuesday, the 14th June instant, Mr. Widdows in the chair, the question for discussion was No. 456, legal:—"Can a suit for divorce be prosecuted against a respondent, who becomes insane before plea, during the continuance of such insanity?" *Bawden* v. *Bawden*, 10 W. R. 292; *Mordaunt* v. *Mordaunt*, 18 W. R. 845.

Mr. Kenrick opened the debate in the affirmative, and Mr. Austin in the negative. The society finally decided the question in the affirmative.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1870.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

1. Frederick George Hindle, who served his clerkship to Mr. Charles Kendall, of Darwen, Lancashire; and Messrs. Pritchard & Englefield, of London.

2. Augustus Frederick Warr, who served his clerkship to Messrs. Bateson, Robinson, & Morris, of Liverpool; and Messrs. Field, Roscoe, Field, & Francis, of London.

3. Walter May Barton, who served his clerkship to Mr. Charles Wright, of East Dereham, Norfolk; and Messrs. Whites, Renard & Floyd, of London.

4. John Joseph Faulkner, who served his clerkship to Mr. William Tomalin, jun, of Northampton; and Messrs. Vizard, Crowder, Anstie & Young, of London.

5. John Dickinson, who served his clerkship to Messrs. Brockbank & Helder, of Whitehaven; John Proffitt, who served his clerkship to Mr. William Henry Duignan, of London and Walsall.

6. John Attenborough, who served his clerkship to Mr. Charles Edwards Freeman, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Hindle, the prize of the Honourable Society of Clifford's Inn.

To Mr. Warr, the prize of the Honourable Society of New Inn.

To Mr. Barton, Mr. Faulkner, Mr. Dickinson, Mr. Proffitt and Mr. Attenborough, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

James Frankland, who served his clerkship to Messrs. Gray & Pannett, of Whitby; and Messrs. Bell, Brodrick, & Gray, of London.

William Thomas Hindmarsh, who served his clerkship to Messrs. Wilson & Middlemas, of Alnwick; and Messrs. Shum & Crossman, of London.

Leonard Wilson Taylor, who served his clerkship to Messrs. Hesp, Fenton & Owen, of Huddersfield.

The Council have accordingly awarded them certificates of merit.

The number of candidates examined in this term was 106; of these 94 passed and 12 were postponed.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Trinity Term, 1870.

Names of Candidates.	To whom Articled, Assigned, &c.
Allen, James Mason	David William Heath; Geo. L. P. Eyre
Armitstead, Robert William	Thomas Lever Rushton
Ayre, John Bennett.....	Frederick Viel Jacques
Baker, Godfrey Alex., B.A....	William Strickland Cookson
Baker, Thomas Watkins.....	Wm. Chas. A. Williams
Bellyse, Frederick	Fredk. C. H. Bellyse
Best, William Martin	John George Thompson
Bicknell, Howard	John Hy. B. Pinchard
Bohm, William	Thomas Gregory
Bolsover, Rowland Wilson...	John Robert E. Hunton
Boocock, William Henry ...	Joshua F. Perkinton
Boulton, Charles	Thomas Shepherd
Boys, Toke Harvey.....	Boys & Son; Druce, Sons, & Jackson.
Bruce, Thos. Dundas	William Dale Trotter
Buchannan, Arthur.....	George Buchannan
Bullock, Charles	Joseph B. Bullock; Hy. N. Capel
Bulmer, Clifford Chas.....	Charles Bulmer
Burdett, Josiah.....	Henry Wood
Catherall, Edward	Charles Gammon
Clarke, Herbert Henry	Fredk. Robt. Jones, jun.; Hy. B. Clarke
Clarke, James Francis.....	Francis Fenwick Pearson
Cobbold, Ernest George.....	Thomas Lancelot Reed
Collins, John Thos. France...	James Bowen May
Cooke, John Henry.....	John Cooke
Cosedge, Hiram	Edward Worthington
Cox, Edward Gordon	Andrew A. Collyer-Bristow
Coxwell, William.....	Edward Coxwell
Cripps, Edward, jun.	John Ingram
Crofton, Henry Thomas.....	Fredk. C. Hulton; George Johnson
Cunningham, Percy Burdett	Algernon Warner
Davies, Job	Henry Coldicott
Davies, John Taliesin.....	James Kempthorne
Day, Francis John	Thomas Floud
Day, Frederic	Robert Jennings Crosse
Eking, William George	Francis Burton
Farr, George.....	Thomas Willis Walker
Ferguson, Halbert Shennan	Thomas Holden
Field, Edward Athow, B.A.	Edwd. Field; Joseph P. Hill
Fisher, Edward Timbrell ...	Samuel Fisher
Fisher, George Gregg.....	George Dyson
Fleet, Augustus	Henry Augustus Deane
Fluker, Henry.....	James Fluker
Foyer, Chas. Edwd. Stuart	Henry Paulson Bowling
Franklin, Samuel.....	Weston Joseph Sparkes
Friend, Archibald George Mackenzie	George Robins
Garrood, Jesse	John Albert Copland
Green, George	Richard Dansey Green
Gregson, Frederic.....	William Gregson
Guscotte, Thomas.....	Hy. D. Barton; P. Wood; Joseph J. Rae
Hall, Charles Wellborne.....	Wm Edwood Shirley
Hare, Godden Styles	George Halliley Edwards

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Name of Candidate.	To whom Articled, Assigned, &c.
Harris, Alexander.....	Edwd. Lewis; Edwd. Tyrrell Lewis
Harris, Robert Stanley	Stanley Harris
Hearfield, John Garniss	John Hearfield
Heeley, Howard Hamilton...	John Richards
Hellard, Edwin.....	Chas. Bettesworth Hellard
Hillman, Edward.....	Geo. P. Hill; Chas. A. Emmet
Hodgkinson, Robert.....	Grosvenor Hodgkinson
Home, Samuel, LL.B.....	Wm. Shaen; Hy. H. Field
Hughes, Alex. Mackenzie ...	Ebenezer T. Clarkson; E. Tylee
Hughes, Arther Johnson.....	Hugh Hughes
Humble, Mansfeldt Heron ...	John Topham
Hunter, Wm, jun.	Richd. Smith Williams
Hutchins, John.....	Henry Bush
Huxley, Frederick	Thomas Lister Farrar
Ince, John Thomas	J. Turner; Henry J. Riches
Isaacs, John, jun.	John P. Murrough
Isaacson, Wotton Ward.....	Charles Pidcock
Jonas, John Henry	W. N. Finch; Hy. Dyte
Knight, John	Nathaniel Hollingsworth
Knott, Alfred	James Edward Underhill
Latham, Henry	John Latham
Lee, Henry Wilmot.....	Thomas Bolton
Lewis, Edwd. Dillon	Edwd. Lewis (dec.); Edwd. Tyrrell Lewis; Alex. G. Breton
Lewis, Edwin James	Charles Carne Lewis
Leyson, Robert Thomas.....	Jas. Kempthorne; A. Anstie
Lisle, Henry Claud.....	Fredk. C. Hoskins; Bellyse
Lowndes, Edward	John Hewitt
Lucy, John	John Stallard
Lynde, William Alfred	Charles Aston
McQueen, George Brewis ...	G. Brewis; John G. Youll
Mason, George.....	Edwd. Nicholls
May, Alfred Henry.....	John Glyde; Wm. Glyde; Fredc. Edwd. Hilleary
Morgan, Nicholl	Thomas Tamplin Lewis
Morland, Walter Holroyd ...	John Thornhill Morland
Morris, Edwin Shury	Charles Bowen
Nairne, Charles Guyon	Charles Francis Fisher; Charles Burney
Nash, William Henry.....	Henry Darville
Naylor, Fredc. Wm. Barton	Philip Richard Falkner; E. S. Falkner
Neal, Thos. Henry, B.A. ...	Henry Holland Burne
Nicoll, Wykeham George ...	Joseph Harris Stretton
Oerton, Frank	Thomas Smith James
Parrott, William Rose.....	John Parrott
Partington, Joseph Storer ...	Thomas D. Goodman; John A. Sharp
Parton, John.....	Samuel George Johnson
Pass, Lewis	John Isaac Solomon
Peacock, John Affleck.....	Fk. Jackson Rhodes
Pearse, John Petherbridge...	Thomas Husband Gill
Peter, Apsley Petre.....	Richard Peter
Porrett, David Hunton.....	Henry Turnbull
Raven, Herbert Fenton	William Morris; Chas. John Allen
Read, Hodden Frederick.....	James Reid, jun.
Reid, Henry	Henry C. Margetts; F. Thos. Dubois
Ricketts, Loftus Herbert.....	James Roger Bramble
Rideal, George	Thomas Southam
Rodgers, Charles, jun.....	Charles Rodgers, sen.
Rogers, William	Chas. William Potts
Rogers, Wm. Langworthy...	Richard Andrews
Ruston, William, jun.....	William Ruston
Rye, Francis.....	Edward Rye
Seabroke, George Mitchell...	Matthew Holbeche Bloxam
Sheffield, Frederick.....	Thomas Needham Sheffield
Simpson, John Fletcher	David William Heath
Smiles, Clement Locke.....	Charles William Moore
Smith, George Thomas.....	Charles Hugh Edwards
Smith, William Knight	James Knight Smith
Smith, William Redhead ...	Francis Redhead Smith
Smythe, Henry Gerald	Bransby William Powys
Southall, Horatio William ...	Francis Adams; Horatio Southall
Spink, Thomas.....	James Wood
Stenning, Fk. Stoveld.....	Joseph Jackson
Stephens, Adolphus Fk. Wm.	Matthew Spray Stephens
Stevens, Charles Bridges.....	Wm. Willoughby Comins
Stone, Edward	Thomas Stone
Stroud, Charles.....	Chas. Richd. Norton; Geo. L. Cowley
Swift, William.....	George Henry Eaton
Tallents, Godfrey, jun.....	Godfrey Tallents
Tarratt, Henry W., M.A. ...	John M. Davenport; John V. Longbourne
Taylor, Charles Thomas.....	Thomas Wilson
Taylor, Thomas Richard.....	Maskell Wm. Peace; Thos. F. Taylor
Teanby, Robert de Pere	Frederick Deacon
Terry, Fredc. Wm. Imbert...	William Galsworthy
Thorne, Henry King, jun. ...	Lionel T. Bencraft; J. R. Church
Thurman, Abbott.....	Frederick Wm. Parsons
Tonge, George Broadrick ...	John Foster
Truman, Percy Philip	Francis Burton
Turner, Allan Frederic	Marshall Turner
Tyson, Edward Thomas	Silas Saul; Edward Tyson
Wace, George Richard.....	George Wace
Wadsworth, William	Henry Wadsworth
Walford, Lionel Nicholas ...	Herbert H. Walford; Bartle J. L. Frere
Watkins, Thomas, jun.	James Gilbert Price
Watson, Barclay Fielder.....	Barclay F. Watson
Weeding, Thomas Weeding	Frederic Turner
Wheeler, Charles Henry.....	Samuel Francis Stone
Whitmore, John Peascod ...	William Ditchman; George N. Emmet
Wise, Frederic John.....	Frederic James Wise
Wiseman, John Samuel	Jesse Nickinson
Woodgate, Ernest	Wm. Woodgate; Henry W. Purkiss
Woodward, Harry	John H. J. Woodward; Hy. W. Ravenscroft
Wooler, Frederic Sykes	Robert Lee Rayner
Wraith, Lawrence H.....	John H. Kay
Yorke, Charles Francis	Henley G. Smith; John P. Godfrey

CALLS TO THE BAR.

The following gentlemen were, on June 10, called to the bar:—

Middle Temple.—George Lewis, holder of the studentship awarded by the Council of Legal Education in Michaelmas, 1869, and of a certificate of honour of the first class in Trinity, 1869; Samuel Hall, holder of the exhibition awarded by the Council of Legal Education in Trinity, 1870, B.A., Trinity College, Dublin; Edward Tindal Atkinson, holder of a certificate of honour of the first class awarded by the Council of Legal Education in Trinity, 1870; Howard Payn, Haden Corser, B.A., Oxford; Ulick Ralph Burke, B.A., Trinity College, Dublin; Alfred David Bolton; Eugene Wason, B.A., Oxford; James Wren Carlile, B.A., Oxford; Edgar Wight, B.A., Oxford; William Masterman, B.A., Oxford; Thomas Scarborough Johnson, M.A., Cambridge; Robert Lancaster, Trinity College, Dublin; William Henry Hooper; Henry Curtis Bennett; Charles Horace Reily; Lewis Arthur Thibaud, London University; Joseph Alun Jones; John Charles Bigham, University of London; John Lawrence Gane; Tarak Nath Palit; Frederick Victor Dickens, London University; John Hutton Balfour Browne, University of London and of Edinburgh; Nicholas Arthur Forget; Auguste Andre; and Boys Firmin, Esqs.

Inner Temple.—John Robert Holland, M.A., Cambridge; William Thomas Trench, B.A., Cambridge; Ross Albert Andrews; John Dawson, B.A., Cambridge; Henry John Hood, M.A., Oxford; Charles John Pearson, M.A., Oxford; Charles Lister Shand, B.A., Oxford; William Keogh, B.A., Dublin; William Lucius Selfe, B.A., Oxford; Douglas William Freshfield, M.A., Oxford; Charles Ernest Hensley, M.A., Oxford; Edward Stanley Hope, B.A., Oxford; George Hugh Charles Clifford; Fitz Roy Paley Ashmore, B.A., Oxford; Kildare Christopher Robinson, B.A., Dublin; William Paget Bowman, B.A., Oxford; Frank Matthew Betts, B.A., Cambridge; George Hugh Norris, Oxford; Arthur Bennett Steward, B.A., S.C.L., Oxford; Edward Curtis Twiss, M.A., Oxford; John Humphreys; William Chetwynd; William Coward; Charles Burgess Nicholas Pearson; John Winsland Burder, Oxford; Percival Francis Hoole, B.A., Cambridge; Charles Dickinson

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Field, M.A., LL.B., LL.D., Dublin, and John Douglas Sandford, B.A., Oxford, Esqs.

LINCOLN'S-INN.—David Graham Barkley, Queen's University, Ireland, M.A., Holder of Studentship, Trinity Term, 1870; Arthur Stanley Teape, B.A., Oxford; Hormasji Ardaseer Wadya, London University and Bombay University; David Ainsworth, University of London; Christopher James, B.A., Fellow Caius College, Cambridge; William Ansdell Leech, B.A., Cambridge; Harold Eugene Stansfeld, B.A., Cambridge; Horace James Browne, M.A. Cambridge; Richard Edward Jennings, B.A., Oxford; Alexander Burnes Bagnold, B.A., Oxford; Herbert John Lake, B.A., Oxford; Edward Watts-Russell, B.A., Oxford; William Thomas Fischer Agnew; Thomas Prout Webb, B.A., Melbourne University; John Roland Phillips; Frederick George Manley Wetherfield; Richard Thomas Wright, B.A., Cambridge; John Richard Griffith, B.A., Oxford; Josiah Wilkinson, B.A., Oxford; Richard William Jorns; Cecil Butler, B.A., Cambridge; Elliot Macnaghten; and James Layton Brown, Esqs.

GRAY'S-INN.—The grand day of Trinity Term was celebrated by the members of the society on June 10. Among the guests were the Treasurers of Lincoln's-inn and the Inner Temple, Lord Chief Justice Bovill, the Lord Chief Baron, Vice-Chancellors Stuart and Malins, Mr. Justice Lush, Mr. Serjeant Payne and Mr. Serjeant Sargood. Previously to dinner the annual prize, amounting to £25 (an exhibition founded by Mr. John Lee, Q.C., LL.D., late a bencher of the inn, deceased), for the best essay selected for this year upon the following subject:—"The law of distress in England as compared with that of Prussia, France and America, with suggestions for a revision," was awarded to Mr. John Procter, a student of the society; and the subject of the essay for the ensuing year was announced to be as follows:—"The feudal tenures, their origin, their nature, and the causes which led to their abolition."

OBITUARY.

MR. E. WARD.

Mr. Edmund Ward, solicitor, of Prescot, Lancashire, died on the 12th June, in the sixty-seventh year of his age. The late Mr. Ward was certificated in 1831, and for many years was chairman of the Board of Guardians of the Prescot Union. He was also a trustee of numerous local charities, and was chairman of the Conservative Association of the borough.

MR. T. DARWELL.

Mr. Thomas Darwell, solicitor, of Manchester, died at Burton-upon-Irwell, near that city, on the 13th June. Mr. Darwell, who was certificated in 1840, was a member of ths local firm of Beener, Darwell, & Taylor.

MR. C. E. STANGER-LEATHES.

Mr. Charles Edmund Stanger-Leathes, solicitor, of Bombay, and clerk of the peace for that city, died at Simla, in Northern India, on the 1st of May, killed by a fall from a precipice. He was the fourth son of the Rev. Hugh Stanger-Leathes, of Trent Villa, Leamington, and was formerly in business in the city of London, as a member of the firm of W. & S. Cotton, King & Leathes, of Lothbury. He went out to Bombay in 1856, and there joined the firm of Collier & Leathes, the senior member of which, Mr. C. F. Collier, is now practising at the English bar. On Mr. Collier leaving for England, Mr. Leathes received his brother, Mr. F. S. Leathes, into partnership. Mr. Leathes was clerk to the old board of Municipal Commissioners at Bombay, and on the new Municipal Act coming into operation, he was appointed clerk and solicitor to the Bench of Justices. He was contemplating retiring from business when he met with the accident which terminated his career.

On Thursday last the Master of the Rolls took an opportunity of remarking that he had lately had before him a great number of cases where property had been purchased upon what turned out to be no title whatever, and the purchasers had in consequence been ejected. Some of the conditions of sale he had seen were really startling. His remarks were only intended to apply to cases of small properties.

COURT PAPERS.

COURT OF CHANCERY.

SITTINGS AFTER TRINITY TERM, 1870.

LORD CHANCELLOR.

Lincoln's Inn.

Thur., June 23..Appeals.
Friday ....24 { Appeal motions. Petitions, & apps.
Saturday ..25 } Appeals.
Monday ....27 }
Tuesday ....28 }
Wednesday 29 }
Thursday ..30 }
Friday, July 1..App. mtns. & apps.
Saturday .. 2 } Appeals.
Monday .... 4 }
Tuesday.... 5 }
Wednesday . 6 }
Thursday .. 7 }
Friday .... 8..App. mtns. & apps.
Saturday .. 9 } Appeals.
Monday ....11 }
Tuesday ....12 }
Wednesday .13 }
Thursday ..14 }
Friday.....15..App. mtns. & apps.
Saturday ..16 } Appeals.
Monday ....18 }
Tuesday ....19 }
Wednesday .20 }
Thursday ..21 }
Friday.....22..App. mtns. & app.
Saturday ..23 } Appeals
Monday ....25 }
Tuesday ....26 }
Wednesday..27 }
Thursday ..28 }
Friday.....29..App. mtns. & apps.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

Chancery-lane.

Thur., June 23 { The First Seal.—Mtns. & gen. pa.
Friday ....24..General paper.
Saturday ..25 { Petns., sht. causes, adj. sums., and general paper.
Monday ....27 } General paper.
Tuesday ....28 }
Wednesday .29 }
Thursday ..30 { The Second Seal.—Mtns. & gen. pa.
Friday, July 1..General paper.
Saturday .. 2 { Ptns., sht. caus., adj. sums., and general paper
Monday .... 4 } General paper.
Tuesday .... 5 }
Wednesday . 6 }
Thursday .. 7 { The Third Seal.—Mtns. & gen. pa.
Friday .... 8..General Paper.
Saturday .. 9 { Petns., sht. caus., adj. sums., and general paper.
Monday ....11 } General paper.
Tuesday....12 }
Wednesday..13 }
Thursday ..14 { The Fourth Seal.—Mtns. & gen. pa.
Friday ....15..General paper.
Saturday ..16 { Petns., sht. caus., adj. sums., and general paper.
Monday ....18 } General paper.
Tuesday ....19 }
Wednesday..20 }
Thursday ..21 { The Fifth Seal.—Mtns. & gen. pa.
Friday.....22..General paper.
Saturday ..23 { Petns., sht. causes, adj. sums., and general paper.
Monday ....25 } General paper.
Tuesday....26 }
Wednesday..27 }
Thursday ..28 }
Friday ....29 { The Sixth Seal.—Mtns. & gen. pa.
Saturday....30 { Remaining mtns. & petns. & adj. summonses.

N.B.—At the Sittings after Trinity Term, the Master of the Rolls will hear further considerations in priority to Original Causes, until those set down before the 21st June have been disposed of, after which the Master of the Rolls will hear further considerations on every Monday during the Sitting of the Court, but will not hear Causes after the last Seal. His Lordship will sit until the remaining motions, and petitions, and adjourned summonses shall have been disposed of.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.

Lincoln's Inn.

Thur., June 23..Appeal Court.
Friday ....24..Appeal motions.
Saturday ..25 { Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday ....27 } Appeal Court.
Tuesday ....28 }
Wednesday .29 }
Thursday ..30 }
Friday, July 1..Appeal motions.
Saturday .. 2 { Petns. in lunacy, bkrpt. apps., and appeal petitions.
Monday .... 4 } Appeal Court.
Tuesday.... 5 }
Wednesday . 6 }
Thursday .. 7 }
Friday .... 8..Appeal motions.
Saturday .. 9 { Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday ....11 } Appeal Court.
Tuesday....12 }
Wednesday .13 }
Thursday ..14 }
Friday.....15..Appeal motions.
Saturday ..16 { Petns. in lunacy, bkrpt. apps., and app. petns.
Monday ....18 } Appeal Court.
Tuesday ....19 }
Wednesday .20 }
Thursday ..21 }
Friday.....22..Appeal motions.
Saturday ..23 { Ptns. in lunacy bkrpt. apps., & app. petns.
Monday ....25 } Appeal Court.
Tuesday ....26 }
Wednesday..27 }
Thursday ..28 }
Friday ....29..Appeal motions.

NOTICE.—The days (if any) on which the Lord Justice shall be engaged in the Full Court or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR JOHN STUART.

Lincoln's Inn.

Thur., June 23 { The First Seal.—Mtns. and causes.
Friday.....24..Petns. and causes
Saturday ..25..Sht. causes & caus.
Monday ....27 } Causes.
Tuesday ....28 }
Wednesday..29 }
Thursday ..30 { The Second Seal.—Mtns. & causes.
Friday, July 1..Petitions & causes.
Saturday .. 2..Sht. causes & caus.
Monday .... 4 } Causes.
Tuesday.... 5 }
Wednesday . 6 }
Thursday .. 7 { The Third Seal.—Mtns. & causes.
Friday .... 8..Ptns. and causes.
Saturday .. 9..Sht. causes & caus.
Monday ....11 } Causes.
Tuesday....12 }
Wednesday .13 }
Thursday ..14 { The Fourth Seal.—Mtns. & causes.
Friday.....15..Petitions & causes.
Saturday ..16..Sht. caus. & caus.
Monday ....18 } Causes.
Tuesday....19 }
Wednesday .20 }

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Thursday ..21 { The Fifth Seal.—Mtns., & causes,
Friday .... 22..Ptns. & caus.
Saturday ..23..Sht. caus. & caus.
Monday ....25 }
Tuesday ....26 } Causes.
Wednesday .27 }
Thursday ..28 }
Friday.....29 { The Sixth Seal.—Motions.

N.B.—At the sittings after Trinity Term and immediately after the First Seal, the Vice-Chancellor will hear Further Considerations in priority to Original Causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Thur., June 23 { The First Seal.—Mtns. & gen. pa.
Friday.....24..Ptns. & gen. pa.
Saturday ..25 { Sht. causes, adj. sums. & gen. pa.
Monday ....27 }
Tuesday....28 } General paper.
Wednesday..29 }
Thursday ..30 { The Second Seal.—Mtns. & gen. pa.
Friday, July 1..Petns. & gen. pa.
Saturday .. 2 { Sht. causes, adj. sums., & gen. pa.
Monday .... 4 }
Tuesday.... 5 } General paper.
Wednesday . 6 }
Thursday .. 7 { The Third Seal.—Mtns. & gen. pa.
Friday..... 8..Petns. & gen. pa.
Saturday .. 9 { Sht. causes, adj. sums., & gen. pa.
Monday ....11 }
Tuesday....12 } General paper.
Wednesday..13 }
Thursday ..14 { The Fourth Seal.—Mtns. & gen. pa.
Friday ....15..Petns. & gen. pa.
Saturday ..16 { Short causes, adj. sums., & gen. pa.
Monday....18 }
Tuesday....19 } General paper.
Wednesday .20 }
Thursday ..21 { The Fifth Seal.—Mtns. & gen. papr.
Friday.....22..Petns. & gen. pa.
Saturday ..23 { Sht. causes, adj. sums., & gen. pa.
Monday ....25 }
Tuesday....26 } General paper.
Wednesday..27 }
Thursday ..28 }
Friday.....29 { The Sixth Seal.—Mtns. & gen. papr.

N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear Further Considerations in priority to Original Causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Thur., June 23 { The First Seal.—Mtns. & gen. pa.
Friday.....24..General paper.
Saturday ..25 { Petns., sht. caus., adj. sums., and general paper.
Monday ....27 }
Tuesday....28 } General paper.
Wednesday..29 }
Thursday ..30 { The Second Seal.—Mtns. & gen. pa.
Friday, July 1..General paper.
Saturday .. 2 { Ptns., sht. caus., adj. sums., and general paper.
Monday .... 4 }
Tuesday.... 5 } General paper.
Wednesday.. 6 }
Thursday .. 7 { The Third Seal.—Mtns. & gen. pa.
Friday..... 8..General paper.
Saturday .. 9 { Ptns., sht. caus., adj. sums., and general paper.
Monday ....11 }
Tuesday....12 } General paper.
Wednesday..13 }
Thursday ..14 { The Fourth Seal.—Mtns. & gen. pa.
Friday ....15..General paper.
Saturday ..16 { Petns., sht. causes, adj. sums., & gen. paper.
Monday ....18 }
Tuesday....19 } General paper.
Wednesday .20 }
Thursday ..21 { The Fifth Seal.—Mtns. & gen. pa.
Friday.....22..General paper.
Saturday ..23 { Petns., sht. caus., adj. sums., and general paper.
Monday ....25 }
Tuesday....26 } General paper.
Wednesday..27 }
Thursday ..28 }
Friday ....29 { The Sixth Seal.—Motions.

N.B.—At these sittings the Vice-Chancellor will hear Further Considerations in priority to Original Causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard and the proper papers be left with the Vice-Chancellor's Officer on the day before the Cause comes into the paper.

COMMON PLEAS.

This Court will on Wednesday, the 22nd, Thursday, the 23rd, Tuesday, the 28th, Wednesday, the 29th, and Thursday, the 30th days of June inst., hold sittings in Banc, and will proceed with the Special Paper; and will also hold a sitting on Monday, the 11th day of July next, for the purpose of delivering judgments.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZ-ROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Trinity Term, 1870.

Middlesex.

Friday, June 17, to Thursday, June 30, both inclusive. Special juries and common juries.

London.

Friday, July 1, to Thursday, July 14, both inclusive. Special juries and common juries.

The Court will sit at Nisi Prius on Mondays at half-past ten o'clock, and on all other days at ten o'clock.

A second Court will sit for the trial of causes when necessary.

This Court will, on Thursday, the 7th July next, hold a sitting, and will at such sitting proceed in giving judgment in matters then standing for judgment.

DIRECTIONS TO TAXING MASTERS.

Trinity Term.

On taxation of costs on a writ of inquiry, the master should allow only for one counsel, unless in the exercise of his discretion on all the circumstances of the case, including the amount in dispute, he is satisfied that there was more to do in the case than could reasonably be imposed on one counsel only.

A. E. COCKBURN.	COLIN BLACKBURN.
W. BOVILL.	H. S. KEATING.
FITZROY KELLY.	MONTAGUE SMITH.
SAMUEL MARTIN.	JAMES HANNEN.
W. F. CHANNELL.	

June 14.

SUMMER ASSIZES, 1870.

HOME.—Bovill, C.J., and Blackburn, J.

Hertford, July 14; Chelmsford, 18; Maidstone, 25; Lewes, Aug. 1; Guildford, 8.

NORTHERN.—Cleasby, B., and Lush, J.

Durham, July 9; Newcastle and Town, 15; Carlisle, 21; Appleby, 25; Lancaster, 26; Manchester, 30; Liverpool, Aug. 13.

OXFORD.—Pigott, B., and Mellor, J.

Reading, July 9; Oxford, 12; Worcester and City, 15; Stafford, 20; Shrewsbury, 28; Hereford, Aug. 2; Monmouth, 4; Gloucester and City, 9.

WESTERN.—Martin, B., and Willes, J.

Winchester, July 13; Salisbury, 19; Dorchester, 22; Exeter and City, 26; Bodmin, Aug. 1; Wells, 5; Bristol, 10.

MIDLAND.—Kelly, C.B., and Brett, J.

Warwick, July 14; Derby, 20; Nottingham and Town, 26; Lincoln and City, 29; York and City, Aug. 4; Leeds, 10.

NORTH WALES.—The Lord Chief Justice.

Newtown, July 21; Dolgelly, 23; Carnarvon, 26; Beaumaris, 29; Ruthin, Aug 2; Mold, 4; Chester and City, 6.

NORFOLK.—Channell, B., and Keating, J.

Oakham, July 11; Leicester and Boro', 12; Northampton, 16; Aylesbury, 20; Bedford, 25; Huntingdon, 28; Cambridge, 30; Bury, Aug. 3; Norwich and City, 6.

SOUTH WALES.—Hannen, J.

Haverfordwest and Town, July 2; Cardigan, 6; Carmarthen and Boro', 12; Cardiff, 18; Brecon, 29; Presteign, Aug. 3; Chester and City, 5.

Mr. Justice Montague Smith remains in town.

Ten days' notice of trial must be given, exclusive of date and inclusive of the above commission days.

In Calcutta there are 133 barristers, attorneys, pleaders, and law agents paying the licence tax.

Mr. William Smith, solicitor, and secretary to the Sheffield Chamber of Commerce, was presented, on June 3, with a pair of massive silver candelabra, in acknowledgment of his services to the chamber.

The sub-committee of the Salford General Purposes Committee, appointed to consider and report upon the resignation of Mr. Brett, the Town Clerk, have recommended that the future Town Clerk should devote the whole of his time to the duties of the office and the legal business of the Corporation. The salary is fixed at £800 per annum. The report was approved by the Committee, and recommended to the Town Council for adoption.

Mr. William Unwin Heygate, barrister-at-law, has been elected M.P. for South Leicestershire, in the room of Lord Curzon, who has succeeded to the peerage as Earl Howe. Mr. Heygate is the second son of the late Sir William Heygate, Bart. (who was Lord Mayor of London in 1822, and was afterwards elected Chamberlain of the City), by Isabella, fourth daughter of Edward Longdon Mackmurdo, Esq., of Upper Clapton. He was born in London in 1825, and was educated at Eton and at Merton College, Oxford, where he took classical honours in 1847, and graduated M.A. in 1850. In November of the same year he was called to the bar at Lincoln's-inn, and for some time practised as an equity draughtsman and conveyancer, but latterly gave up his professional practice. He was elected M.P. for Leicester in January, 1861, but was unsuccessful at the last general election.

THE COUNTY COURTS.—In the 23 years which have elapsed since the establishment of county courts in England there have been above 15,000,000 plaints entered for the recovery of sums amounting to nearly £39,000,000. A large proportion of the

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cases are settled without further proceedings, but judgment was entered in 8,712,902 for sums amounting to £20,804,023, exclusive of costs. Only 19,585 causes were tried by jury. The court fees have amounted to £3,681,708. The average amount for which the plaints were entered was rather more than 50s.; in 1849 the average amount sued for per plaint was 63s.; in 1859 it was only 49s.; in 1869 it was 57s. A return relating to 1850 showed further details. Three-fifths of the suits commenced were for sums not exceeding 40s.; 55 in every 100 were tried, and more than half the causes tried were for sums not exceeding 40s. There are 59 county court circuits in England, besides the City of London Court. In 1869 946,643 plaints were entered, the sums claimed amounting to £2,692,073. In that year the courts sat on 8,162 days, and determined 553,473 causes; judgment was given for sums amounting to £1,358,164, besides £62,558 costs, exclusive of fees. The total amount of court fees was £366,555. Only 1,103 cases were tried by jury. 181,922 executions were issued against goods, and 4,962 sales were made; 9,769 debtors were imprisoned. These numbers include the City of London Court. Many additions have been made since the Act of 1846 to the jurisdiction of these courts, and much other work than that above stated was done in 1869. There were 4,931 adjudications in bankruptcy in the county courts; and the gross produce realised was £70,013. There were 462 Admiralty suits or proceedings; 144 vessels were arrested, and 163 final decrees were made; the amount of claims was £40,753. Proceedings were taken in 761 equitable suits or proceedings; 249 were for the administration of estates; 55 for the execution of trusts; 122 for foreclosure or redemption or enforcing a lien; 117 for specific performance; 64 for dissolution or winding-up of a partnership. 738 orders were made for the protection of the property of deserted wives. The county courts did their share of work in 1869.—*Times.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 17, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅝ x d	Annuities, April, '85
Ditto for Account, July 92⅝ x d	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '78	
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111½ xd	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅝	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	78½
Stock	Glasgow and South-Western	100	121
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	124
Stock	Do., A Stock*	100	136½
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	73½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	134
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	130
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	68
Stock	Midland	100	131½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	38½
Stock	North London	100	121
Stock	North Staffordshire	100	62 x n
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The business done this week in Consols has been rather small, and they close at a decline. Foreign securities were at one time exceedingly buoyant, they then fell and are now recovering. In the railway market the transactions have been small, but prices have been tolerably steady. The prospects of an indifferent harvest have caused a demand for money in anticipation of an increased food importation this autumn.

The liquidators of Overend, Gurney, & Co., announce the payment, on the 29th and 30th inst., of the last instalment due to the creditors, amounting to nearly £250,000. A small portion of this amount is to be met by the realisation of assets, but the liquidators have made arrangements which they believe will enable them to pay the creditors without making further calls on the shareholders, to whom they hope eventually to make some return. But before this can be done the liquidators must discharge the engagements now made.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 10.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Leasehold residence, with stabling, farm buildings, orchard, and paddock, situated at Sydenham-hill, term 56 years unexpired, at £20 per annum; also 5a 2r 7p of land in the rear. Sold £6,300.

Freehold 3a 3r 35 p of meadow land, situate as above. Sold £1,520.

By Messrs. ST. QUINTIN & NOTLEY.

Advowson and next presentation to the rectory of Mudeford, Norfolk, with house and 19a 0r 22p of glebe land, tithes commuted at £138 per annum. Sold £600.

By Messrs. BAKER & SONS.

Life Interest of a gentleman, aged 49 years, in a freehold estate in the parishes of Edenbridge and Cowden, Kent, comprising farmhouses, homesteads, and 1,088a 0r 10p of land. Sold £5,550.

By Messrs. SCOBELL & JENKINSON.

Leasehold Residence, No. 9, Victoria-grove, Stoke Newington, let at £40 per annum, term 40½ years unexpired, at £4 per annum. Sold £405

Leasehold No. 11, Victoria-grove, let at £40 per annum, term same as above, at £3 11s. 6d. per annum. Sold £375.

Leasehold No. 25, Victoria-grove, let at £36 per annum, term 48½ years unexpired, at £4 per annum. Sold £325.

Leasehold No. 27, Victoria-grove, let at £44 per annum, term 48½ years unexpired, at £5 10s. per annum. Sold £410.

Leasehold residence, No 1, Abney-villas, Church-street, Stoke Newington, let at £60 per annum, term 69½ years unexpired, at £5 6s. per annum. Sold £710.

Leasehold, No. 2. Abney-villas, rental, term, and ground rent same as above. Sold £670.

Leasehold, No. 2, Abney-place, let at £50 per annum, term 69½ years unexpired, at £5 per annum. Sold £490.

Leasehold, No. 3, Abney-place, let at £50 per annum, term 69½ years unexpired, at £5 per annum. Sold £480.

Leasehold residence, known as Marlborough-house, Lordship-road, Stoke Newington, let at £120 per annum, term 78 years unexpired, at £9 16s. per annum. Sold £1,560.

Leasehold residence, known as Woodberry Down Cottage, Lordship road, let at £100 per annum, term 47½ years unexpired, at £21 10s. per annum. Sold £1,320.

Leasehold premises, No. 51, Church-street, Stoke Newington, let at £70 per annum, term 54½ years unexpired, at £17 per annum. Sold £590.

Leasehold residence, No. 1, Glebe-place, Paradise-row, Stoke Newington, let at £90 per annum, term 62½ years unexpired, at 8s. per annum. Sold £1,060.

Leasehold, No. 2, Glebe-place, let at £90 6s. per annum, term same as above, at £2 14s. per annum. Sold £1,310.

Leasehold, No. 3, Glebe-place, let at £80 6s. per annum, term same as above, at 8s. per annum. Sold £1,200.

Leasehold No. 4, Glebe-place, let at £80 6s. per annum, term same as above, at a peppercorn. Sold £990.

Leasehold, the "Manor House" tavern and premises, situate at the corner of Green-lanes, Stoke Newington, let at £100 per annum, term 60½ years unexpired, at £15 per annum. Sold £1,700.

June 13.—By Messrs. ELLIS & SON and Mr. CHAMPNESS.

Freehold estate known as Harwater, comprising about 21 acres of arable and pasture land, with farmhouse and buildings, situate at Loughton, Essex. Sold £2,950.

June 14.—By Messrs. DEBENHAM, TEWSON & FARMER.

Freehold house and shop, No. 24, Upper-street, Islington, let on lease at £90 per annum. Sold £1,850.

Leasehold four houses, Nos. 22, 24, 26, and 28, Northampton-road, Clerkenwell, producing £206 per annum, term 69½ years from 1850, at £28 per annum. Sold £1,310.

By Messrs. GLASIER & SONS.

Leasehold five houses, Nos. 4, 5, 18, 19, and 20, Hinton-street, Pimlico, producing £125 per annum, term 54 years unexpired, at £26 5s. per annum. Sold £1,260.

Freehold four houses, Nos. 2 to 5, Central-hill, Norwood, producing £68 per annum; also a Freehold building site in Westow-street, Norwood, producing £14 10s. per annum. Sold £2,110.

Leasehold two residences, Nos. 13 and 31, Addison-gardens North, producing £135 per annum, term 85¾ years unexpired, at 10s. per annum. Sold £1,660.

By Mr. GEORGE NEWMAN.

Leasehold five residences, Nos. 1 to 5, Adeline-villas, Barrington-road, Brixton, producing £252 10s. per annum, term 53 years unexpired, at £35 per annum. Sold £2,475.

June 15.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold business premises, No. 8, Piccadilly, term 48 years unexpired at £45 per annum. Sold £3,000.

By Mr. ROBINS.

Leasehold residence, No. 1, Ladbroke-grove-road, annual value £110, term 99 years from 1864, at £14 per annum. Sold £1,300.

Leasehold residence, No. 5, Ladbroke-grove-road, annual value £90, term and ground rent same as above. Sold £1,200.

AT GARRAWAY'S COFFEE HOUSE.

June 10.—By Mr. ROBERT REID.

Leasehold, five residences, No. 2 to 6, Hill-side, Cricklewood (two in course of construction), term 99 years unexpired, at £16 per annum. Sold £2,850.

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Freehold residence, No. 38, Tavistock-road, Westbourne-park, let at £85 per annum. Sold £1,050.

June 13.—By Messrs. Bailey, Fry, & Wyer.

Leasehold business premises, No. 16, Cumberland-market, and 7, Henry-street, Regent's-park, term 21 years from 1857, at £45 per annum. Sold £600.

June 14.—By Messrs. Cronin & Sons.

Leasehold public-house, known as the Alscot Arms, Willow-walk, Bermondsey, term 71 years from 1848, at £25 per annum. Sold £3,960.

AT THE GUILDHALL COFFEE-HOUSE.

June 15.—By Mr. Henry Hayward.

Policy for £1,000, effected with the Economic Life Assurance Society, on the life of a gentleman aged 64 years. Sold £650.

Policy for £2,000, effected with the Guardian Assurance Company, on the life of the above gentleman. Sold £720.

Policy for £1,500, effected with the National Provident Institution, on the life of the above gentleman. Sold 600.

Policy for £500, effected with the National Provident Institution, on the life of the above gentleman. Sold £190.

Policy for £500, effected with the National Provident Institution, on the life of a gentleman aged 56 years. Sold £175.

Policy for £100, effected with the National Provident Institution, on the life of a gentleman aged 58 years. Sold £36.

Policy for £100, effected with the National Provident Institution, on the life of a gentleman aged 58 years. Sold £37.

Policy for £150, effected with the National Provident Institution, on the life of a gentleman aged 76 years. Sold £61.

Policy for £200, effected with the Briton Medical and General Life Association, on the life of a gentleman aged 67 years. Sold £68.

Policy for £100, effected with the Exchange Assurance Corporation, on the life of the above gentleman. Sold £18.

Policy for £200, effected with the Briton Medical and General Life Association, on the life of a gentleman aged 40 years. Sold £8.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRAY—On June 12, at Tooting, the wife of Reginald M. Bray, Esq., barrister-at-law, of a daughter.

HANNEN—On April 19, at Shanghae, the wife of Nicholas J. Hannen, barrister-at-law, of a daughter.

HERBERT—On Sunday, June 5, at D'Urban Villa, Upper Norwood, the wife of Frederick Sanders Herbert, solicitor, of a son.

MACARTHUR—On June 14, at Downshire-hill, Hampstead, the wife of Robert J. Macarthur, solicitor, of a son.

PENNINGTON—On June 12, the wife of Richard Pennington, Esq., of Sydenham-rise, Dulwich, and of 6, New-square, Lincoln's-inn, of a son.

RAWLINGS—On June 13, at Romford, the wife of C. J. Rawlings, Esq., solicitor, of a son.

MARRIAGES.

CORSER—BLACKLOCK—On June 15, at St. Luke's Church, Weaste, Haden Corser, of the Middle Temple, barrister-at-law, only son of Charles Corser, Esq., of Ruckley Grange, Salop, to Mary Lord, eldest daughter of W. T. Blacklock, Esq., of Hopefield, Pendleton.

SETON-CHISHOLM—RUAULT—On Tuesday, June 14, at the parish church, Harrow-on-the-Hill, John Frederick Seton-Chisholm, Esq., of Lincoln's-inn, to Laure Alice Marie, eldest daughter of G. Ruault, Esq., of Mount Pleasant, Harrow-on-the-Hill.

DEATHS.

DARWELL—On June 13, at Barton-upon-Irwell, near Manchester, Thomas Darwell, solicitor, aged 53.

FOX—On June 15, at Lutterworth, Leicestershire, Robert William Fox, Esq., solicitor, in the 74th year of his age.

MAUDE—On June 13, at 44, St. George's-road, Pimlico, Frederic Philip Maude, Esq., of the Inner Temple, aged 52.

MOTE—On June 12, at No. 16, Thornhill-square, Islington, Ellen, the beloved wife of Mr. Edward Mote, of Warwick-court, Gray's-inn, solicitor, aged 41.

STANFORD—On Saturday, June 11, Alfred Stanford, of 17, Great James-street, Bedford-row, and 18, Morden-grove, Lewisham-road, Greenwich, solicitor, aged 43.

TUCKER—On June 12, at St. Peter-street, Tiverton, Devon, R. Grant Tucker, Esq., solicitor.

WARD—On June 12, at The Hollies, Prescot, Lancashire, Edmund Ward, solicitor, aged 67.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, June 10, 1870.

Limited in Chancery.

Bron Heulog Lead Mining Company (Limited).—The Master of the Rolls has fixed June 23 at 11, at his chambers, for the appointment of an official liquidator.

Professional Life Assurance Company (Registered).—The Master of the Rolls will, on Monday, June 27, at 2, at his chambers, proceed to make a call on the several persons who have been settled on the list of contributories of the above company (and who have not compromised their liability); and purposes that such call shall be for £1 10s. per share.

Tuesday, June 14, 1870.

Limited in Chancery.

Commercial Indemnity Corporation of Great Britain (Limited).—Petition for winding up, presented June 10, directed to be heard before Vice-Chancellor Malins on June 24. Bellamy & Strong, Bishopsgate-street Within, solicitors for the petitioners.

Fortune Copper Mining Company of Western Australia (Limited).—Petition for winding up, presented June 6, directed to be heard before Vice-Chancellor James on June 25. Daw, Argyll-street, Regent-street, solicitor for the petitioners.

Sombrero Phosphate Company (Limited).—Vice-Chancellor Malins has, by an order dated June 3, ordered that the above company be wound up. Mathews & Mathews, Bedford-row, solicitors for the petitioners.

Teignmouth Pier Company (Limited).—Vice-Chancellor Malins has, by an order dated June 3, ordered that the above company be wound up. Sympson, Golden-square, solicitor for the petitioner.

Upper Assam Tea Company (Limited).—Petition for winding up, presented June 11, directed to be heard before Vice-Chancellor Malins on June 24. Kimber & Ellis, Lombard-street, solicitors for the petitioner.

Friendly Societies Dissolved.

Tuesday, June 14, 1870.

Mechanics' Friendly Relief Society, Mechanics' Institute, Devonport, Devon. June 8.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, June 10, 1870.

Fenton, Roger, Potter's Bar, Middx, Esq. July 11. Fenton v Fenton, V.C. Stuart. Frere & Co.

Gumm, Charles, Essex, Shipowner. July 6. Gumm v Hallett, V.C. James. Waterhouse, Drapers'-hall, Austinfriars.

Harloe, Charles, Upper Albany-street, Regent's-park. July 11. Harloe v Harloe, V.C. Stuart. Angell, King-street, Guildhall-yard.

Low, Fredk, Gt Burstead, Essex, Farmer. July 1. Wood v Dale, M.R. Woodard, Ingram-court, Fenchurch-street.

Rogers, Wm, North Stoneham, Southampon, Nurseryman. Phillis v Rogers, M.R. Sharpe & Co, Southampton.

Sadler, George Stebbing, Gt Horkesley, Essex, Esq. July 2. Webb v Inglis, V.C. James. Bridges & Co, Red Lion-square.

Sadler, Louisa, Gt Horkesley, Essex, Widow. July 2. Webb v Sadler, V.C. James. Edwards, Bedford-row.

Thomas, Alfred, Blomfield-street, Paddington, Retired Lieutenant-Colonel. July 10. Wiles v Thomas, V.C. Stuart. Fuller, Regent-st.

Yardley, Wm, Knightcote, Warwick, Farmer. July 1. Yardley v Bloxham, V.C. James. Welchman, Southam.

Tuesday, June 7, 1870.

Barratt, Thos, Market Drayton, Salop, Timber Dealer. July 5. Barratt v Gower, V.C. Malins. Onions, Market Drayton.

Blomfield, Chas, Hockwold cum-Wilton, Norfolk, Farmer. July 20. Crickmore v Blomfield, V.C. Malins. Rees, Copthall-ct.

Brown, Stephen, Grey Friars, Colchester, Essex, Silk Throwster. July 11. Durrant v Brown, M.R. Philbrick & Son, Colchester.

Chick, John, Whitwell, York, Gent. July 15. Fitch v Chick, V.C. Stuart. Crossfield, Hackney rd.

Hack, Wm, Brighton, Sussex, Esq. July 13. Boyle v Hack, V.C, James. Smith, New-sq.

Ibbetson, John, Ealing, Middlesex, Gent. July 6. Ibbetson v May, M.R. Burton & Co, Chancery-lane.

Jones, Jenkin, Swansea, Glamorgan, Haulier. July 9. Jones v Jones, V.C. Malins. David, Swansea.

Laurence, Fredk Richd, Southampton-st, Strand, Shirt Maker. July 2. Laurence v Laurence, V.C. Malins. Humphreys, King's Bench-walk.

Marks, Mary Rebecca, New-rd, Hornsey, Widow. July 12. Hume v Hume, M.R. Wright & Venn, Paper-bldgs, Temple.

Milan, Steam-ship, & the Steam-ship Alexius Acatos. July 20. Bibby v Acatos, V.C. James.

Roberts, Geo, Moon-hill, Cuckfield, Sussex, Farmer. July 9. Wood v Roberts, V.C. Malins. Shaft, Brighton.

Next of Kin.

Bullman, John, 92 Reg, Malta. July 1. V.C. James.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, June 10, 1870.

Cariboni, John, Milton-next-Gravesend, Kent, Jeweller. July 30. Cheesman, Gravesend.

Collyer, Jas Nicholson, Hurworth-upon-Tees, Durham, Esq. July 7. Collyer, Bedford-sq.

Crespin, Robert Thos, Southsea, Hampshire, R.N. Paymaster. July 12. Heldreth & Ommanney, Norfolk-st, Strand.

Daniell, Beatrix, Weaverham, Chester, Spinster. July 7. Teebay & Lynch, Lpool.

Devenish, Charlotte, Fordington, Dorset, Widow. June 24. Andrews & Pope, Dorchester.

Dunn, Wilfred, Southsea, Southampton, Grocer. July 6. Blake, Portsea.

Eyton, Mary, Rhydycilgwyn-isa, Denbigh, Widow. July 2. Jones, Flint.

Foljambe, Geo Saville, Osberton, Nottingham, Esq. Aug 12. Bennett & Co, New-sq, Lincoln's-inn.

Gowing, David, Ipswich, Suffolk, Gent. Aug 4. Lawrance, Ipswich.

Haines, Mary Matilda, Poringland, Norfolk, Widow, July 20. Tillett & Co, Norwich.

Jacobs, Aaron, Wilson-st, Finsbury, Commercial Traveller. Aug 2. Bilton, Coleman-st.

Jillard, Betsy, Southampton, Spinster. Aug 1. Deacon & Pearce, Southampton.

Liddle, Geo, Wolsingham, Durham, Miller. July 30. Thompson, Stanhope.

McDonald, Jas, Walsall, Stafford, Draper. July 11. Clarke, Walsall.

Parker, Geo, Southampton, Pastry Cook. July 1. Deacon & Pearce, Southampton.

Pascoe, Rev Thos, St Hilary, Cornwall. July 2. Trythall, Penzance.

Perkins, Geo, Windsor Great Park, Berks, Yeoman. Sept 1. Darvill & Co, Windsor.

Phillips, Mary, Cardigan, Spinster. July 25. Evans, Cardigan.

Pratt, John Tidd, Abingdon-st, Westminster, Barrister-at-Law, July 15. Rogers, Westminster-chambers, Victoria-st.

Smith, Fredk, Lamberhurst, Kent, Brewer. June 24. Stone & Co, Tunbridge Wells.

Southerton, Wm, Bewdley, Worcester, Painter. J. W. T. Lea, Bewdley.

Wheat, John, Treeton, York, Gent. July 25. Lawton, York.

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Yeomans, Fredk Handel, Burton-upon-Trent, Stafford, Grocer. July 25. Bass & Jennings, Burton-on-Trent.

TUESDAY, June 14, 1870.

Ashcroft, Peter, Richmond-rd, Dalston, Civil Engineer. Aug 1. Wansey & Bowen, Moorgate-st.
Banks, Sarah, Halton, Sussex, Widow. July 15. Parsen & Lee, Abchurch House, Sherborne-lane.
Barns, Thos, Balsall Heath, Birm, Victualler. July 23. Dimbleby, Birm.
Bonomi, Ignatius, Wimbledon-park, Gent. Aug 31. Rutter, King's Bench-walk.
Brand, Robert Thomson, Fenchurch-st, Merchant. Aug 14. Wilde & Co, College-hill.
Buller, Hy, King's Bench-walk. Barrister-at-Law. July 31. Whitakers & Woolbert, Lincoln's-inn-fields.
Bullar, Wm, Basset Wood, Southampton, M.D. July 31. Whitakers & Woolbert, Lincoln's-inn-fields.
Butcher, Robert, Burfield Hall, Norfolk, Wholesale Grocer. Aug 14. Fox, Norwich.
Colville, Thos Michael, Macclesfield, Chester, Gent. Aug 4. Wilson, Congleton.
Forsyth, Geo, Chichester, Sussex, Esq. Aug 1. Wansey & Bowen, Moorgate-st.
Grady, John, Pump-ct, Temple, Barrister-at-Law. July 31. Lawson, Lincoln's-inn-fields.
Jeffery, Sarah, Abridge, Essex, Widow. June 30. Paterson & Co, Bouverie-st, Fleet-st.
Lovell, Ashton, Nottingham, Watchmaker. Aug 1. Cowley, Nottingham.
Marchant, Wm, Balcombe, Sussex, Shopkeeper. Aug 13. Pearless & Sons, East Grinstead.
Newberry, Maria, Clapham Rise, Widow. Aug 9. Coulhurst & Van Sommer, New-inn, Strand.
Nicholls, Wm, Rowdon Hill, Wilts, Chemist. Sept 1. Wilmot, Chippenham.
Robinson, Geo, Richmond, York, Esq. Aug 1. Tomlin, Richmond.
Rollings, Thos, Morton, Lincoln, Farmer. July 4. Lott & Rogers, Bowlane.
Saturley, Chas, Chard, Somerset, Gent. July 20. Dommett & Canning Chard.
Scott, Caroline Lady, Hove, Sussex, Widow. July 15. Roberts & Simpson, Moorgate-st.
Smith, Samuel, Brandwood End, Worcester, Maltster. Sept 9. Ryland & Martineau, Birm.
Stubbs, Ann, Windsor-rd, Ealing. Aug 13. Kimber & Ellis, Lombard-st.
Thomson, Ebenezer, Surbiton, Surrey, M.D. Sept 10. Drew, Raymond-bldgs
Tucker, Rev Hy Tippetts, Leigh Court, Somerset. Aug 8. Clarke & Lukin, Chard.
Turner, Hy, Weston-super-Mare, Somerset, Gent. Aug 1. Abbot & Leonard, Bristol.
Webb, Ambrose Chalk, Worcester, Coal Merchant. July 1, Corbett, Worcester.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 10, 1870.

Forster, John, Oxford-st, Licensed Victualler. Feb 21. Comp. Reg June 9.

Bankrupts.

FRIDAY, June 10, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chabord, Alphonse, Camden-st, Camden Town, Gent. Pet June 8. Spring-Rice. June 30 at 12.30.
Norman, Geo Lewis, Sackville-st Piccadilly, Solicitor. Pet June 10. Roche. June 22 at 1.
Strangman, Richd Thos, Groombridge-road, South Hackney, General Merchant. Pet June 9. Pepys. June 21 at 11.
Tom, Wm, Mina-rd, Old Kent-rd, Accoucheur. Pet June 9. Murray. June 27 at 12.
Wolf, Newman, Cheapside, Merchant. Pet June 8. Spring-Rice. June 22 at 12.

To Surrender in the Country.

Care, Jonathan, Willenhall, Stafford, Grocer. Pet June 3. Brown. Wolverhampton, June 22 at 12.
Harvey, Charlotte, Putney, Surrey, Widow. Pet June 7. Willoughby. Wandsworth, June 21 at 1.
Hoare, Thos, Aston, Hertford, Miller. Pet June 7. Spence. Hertford, June 23 at 11.
Rider, Jas, Biddulph, Stafford, Farmer. Pet June 6. Mair. Macclesfield, June 22 at 11.
Stedman, John, Thornton Heath, Surrey, Market Gardener. Pet May 7. Rowland. Croydon, June 22 at 10.
Waters, Chas, Fordingbridge, Hants, Draper. Pet June 7. Wilson. Salisbury, June 22 at 2.
Wiles, David, Landport, Hants, Draper. Pet June 7. Howard. Portsmouth, June 21 at 12.
Woolley, John, Farningham, Kent, Builder. Pet June 7. Acworth. Rochester, June 22 at 11.30.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Boon, Geo, Milton-st, Dorset-sq, Mantle Manufacturer. Pet Dec 31. Pepys. June 22 at 11.

TUESDAY, June 14, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crampton, W. N., Clerk. Pet May 3. Roche. June 29 at 11.

To Surrender in the Country.

Bacon, Jas Sparkhall, Ely, Cambridge, Miller. Pet June 8. Eaden. Cambridge, June 24 at 1.30.
Clark, Jas, Sunbury. Pet June 10. Bell. Kingston, June 28 at 10.30.
Clarke, John, Redditch, Worcester, Needle Manufacturer. Pet June 6. Chauntler. Birm, June 24 at 10.
Coker, Jas John, Surbiton, Surrey, Linen Draper. Pet June 10. Bell. Kingston, June 28 at 10.
Gore, Saml Peers, Lpool, Wood Turner. Pet June 10. Hime. Lpool, June 28 at 2.
Hancock, Mary, Pembroke Dock, Pembroke, Licensed Victualler. Pet June 11. Lloyd. Carmarthen, June 25 at 11.
Pointon, Saml, Hanley, Stafford, Mine Contractor. Pet June. Challinor. Hanley, June 22 at 11.
Rowbotham, Joshua, Ashton-under-Lyne, Lancashire, out of business. Pet June 9. Hall. Ashton-under-Lyne, July 7 at 11.
Towill, Fredk Thos, Surbiton, Surrey. Pet June 10. Bell. Kingston, June 28 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, June 10, 1870.

Brown, Jas, Newport, Monmouth, Comm Agent. June 7.
Faucheux, Toussaint, Charles-st, Mortimer-st, Cavendish-sq, Marble Mason. June 1.

TUESDAY, June 7, 1870.

Fisher, Thos, Bristol, Umbrella Manufacturer. June 4.
Green, Fredk Alex Henson, Bromley, Middlesex, Watchman. June 11.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

Just published, price 5s.,

BANKRUPTCY ACTS, Analysis of the Steps in a Bankruptcy Proceeding, and Index to the Acts and all the Rules. By FRANK R. PARKER, Solicitor.

London: STEVENS & SONS, 119, Chancery-lane.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.

No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. File of "London Gazette" kept for reference.

LIEBIG COMPANY'S EXTRACT OF MEAT carried the FIRST PRIZES at PARIS, HAVRE and AMSTERDAM.

MINISTRY OF WAR, BERLIN.—Notice is hereby given that arrangements have been made with Liebig's Extract of Meat Company Limited, for the supply, as an article of food, of their Extract to all the troops of the North German Confederation.

CAUTION.—Only sort warranted genuine by the inventor, Baron Liebig, whose signature is on every genuine Jar.

In every household where this Extract has been fairly tried its use is permanently adopted both for beef-tea and "stock" for soups, sauces, &c.

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THE LAW OF TRADE MARKS, with some account of its History and Development in the Decisions of the Courts of Law and Equity. By EDWARD LLOYD, Esq., of Lincoln's-inn, Barrister-at-Law. Price 3s.

"I am indebted to the very valuable little publication of Mr. Lloyd, who has collected all the authorities on this subject."—V.C. WOOD, in "McAndrew v. Bassett," March 4.

59, Carey-street, Lincoln's-inn, W.C.

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LONDON, CHATHAM, AND DOVER RAILWAY (ARBITRATION) ACT, 1869.

Among the matters referred to the Arbitrators (Section 17 of the Act) are the following:—

(*d*). The legal and equitable rights, liens, and priorities of general creditors of the Company, or any person or persons having or claiming any lien, charge, or incumbrance upon any lands in which the Company is interested.

(*e*). All matters in question, as between all the parties, in all actions and suits and other proceedings at law or in equity, in which the Company is a party.

All persons (if any) coming within the classes of persons referred to under head (*d*), and not comprised in the classes of persons described in the First Schedule hereto, are hereby required to send to me, not later than the first day of July, 1870, their names, addresses, and descriptions, the full particulars of their claims, and a statement of their accounts, and of the nature of the securities (if any) held by them.

The Arbitrators have notice of the Suits in Chancery described in the Second Schedule hereto, and of the actions at law described in the Third Schedule hereto, to which suits and actions the Company is a Defendant. The Plaintiffs in all other suits and actions (if any) pending at the passing of the Arbitration Act, to which the Company is Defendant, are hereby required to send to me, not later than the first day of July, 1870, the particulars of those other suits and actions.

All communications are to be by prepaid post letter, addressed to me here.

In this Notice and the Schedules thereto, "the Company" means the London Chatham and Dover Railway Company.

By Order of the Arbitrators,
E. TUCKER,
Secretary.

London Chatham and Dover Railway Arbitration Office,
Westminster Palace Hotel,
Victoria Street, Westminster, S.W.

THE FIRST SCHEDULE.

Classes excepted from sending in Claims.

1. Persons who proved their claims in *Waterlow* v. *Sharp*.
2. Persons who brought in claims in *Waterlow* v. *Sharp* which were disallowed.
3. Persons who sent in their claims to the Solicitor of the Company in pursuance of an advertisement in the *London Gazette*, of 18th August, 1868, under the Company's Arrangement Act of 1867.
4. Persons who have already claimed under the Arbitration.
5. Debenture-holders of the Company.

THE SECOND SCHEDULE.

Suits in Chancery of which further particulars not required

Agar v. The Company.
Ashford v. The same.
Ashwell v. The same.
Batley v. The same.
Beaumont v. The same.
Betty v. The same.
Blomfield v. The same.
Brandon v. The same.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL, *and of the* WEEKLY REPORTER, *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town,* 26*s.*, *Country* 28*s.; with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth,* 2*s.* 6*d.; half law calf,* 4*s.* 6*d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

ERRATUM.—*Calls to the Bar, Ante p.* 681, *for "Jorns" read "Torns."*

The Solicitors' Journal.

LONDON, JUNE 25, 1870.

WHAT IS A "SWORN BROKER?" This is a question to which it would be difficult to get a definite answer west of Temple Bar. East of that edifice the querist would be told that before a broker can practice as such in the City of London he must take an oath faithfully to discharge his duties, and enter into a bond with two sureties for £250 each to observe what he has sworn, and that besides this he must pay small entry and annual fees to the Corporation. The court of aldermen have jurisdiction to hear charges against brokers with a view of striking them off the list of sworn brokers. Directly a charge is made against a broker the court calls upon him to answer it without even requiring the complainant to make out a *primâ facie* case. If the charge is dismissed the court cannot award compensation to the broker, nor can he bring an action for slander or libel, the complaint being a privileged communication. Such being the state of affairs it is not surprising that the brokers are anxious to be emancipated from this civic jurisdiction. As long ago as 1844 a commission reported against it. In 1854, and again in 1865, bills were brought in to abolish it, but in both instances they miscarried. This session Mr. W. Fowler has brought in a bill with the same object, which was before the House of Commons on Wednesday last, but the debate on the second reading was adjourned. The arguments used in support of the bill are—(1) that the present law by compelling brokers to give security for due performance of their duties attaches a stigma to them, which is not attached to any other class of persons who are entrusted with power over the property of their clients; (2) that brokers in London should not be subject to restrictions from which brokers in the provinces are exempt; (3) that the jurisdiction is useless: security for £500 being inadequate to the amount and value of property passing through a broker's hands; (4) that the jurisdiction is worse than useless, because it is no real guarantee of the trustworthiness of a broker. This is shown by the fact that there are many sworn brokers who are not recognised by the Stock Exchange. This being so the position of a sworn broker may mislead unwary persons, who suppose that they are safe in dealing with anyone who is stamped by the Corporation as fit for his duties. The argument against any change is that there ought to be some superintending authority over brokers as there is over barristers, solicitors and doctors. Granting this, there is still the question—is that superintending authority properly placed, when lodged, as it is at present, in the Corporation.

SIR G. JENKINSON'S BILL for providing a court of appeal in capital cases has been rejected on the second reading without a division. It scarcely found a friend, except its author, and the machinery of the bill was universally condemned. At the same time, Mr. G. Gregory, and some other members, expressed dissatisfaction with the existing state of things. We cannot regret the rejection of this particular measure, as we have always considered it impracticable (see *ante* p. 463). At the same time, we adhere to our opinion that some alteration in the present system is required. Punishment can never be effective unless inflicted in accordance with public opinion, and this it can never be as long as sentences are commuted or confirmed according to the result of a secret inquiry. At present, the grounds of the confirmation or commutation are never made public at all, except in the form of a defence of the Home Secretary after exception has been taken to his conduct. If the explanation should be ever so clear and satisfactory, it generally comes too late to remedy the mischief, as an opinion once formed is very difficult to shake.

While, however, we shall be glad to see a remedy for the present state of things adopted, we certainly hope that Sir G. Jenkinson will discontinue for the present his efforts to introduce one, and also leave to some other member the task of extracting from the Home Secretary justifications of his conduct from time to time. The honourable member's efforts are, no doubt, thoroughly well-intentioned, but they are likely, if persevered in much longer, to make the whole subject a bore.

WE OBSERVE THAT THE LATE lamentable accident on the Great Northern Railway has already affected the value in the Stock Exchange of the shares of the companies interested. This seems to us to be a case in which the public have somewhat hastily jumped to a conclusion which they would not have arrived at if thoroughly acquainted with the law. We are, of course, writing before the facts have been absolutely ascertained, but taking them to be as at present reported it is difficult to see how any liability to compensate the injured passengers can be established, either against the Great Northern or the Sheffield Company. *Redhead* v. *The Midland Railway*, 17 W. R. 737, finally decided that companies were only liable to their passengers for negligence and not as insurers. It seems impossible to say that the driver of the Great Northern train or their guards or signalmen were at all to blame; and it is stated that the waggons of the goods train had been examined shortly before the accident and no defect had been found. If it should turn out that this examination was a sufficient one, which the happening of the accident certainly does not negative, as it is well-known that defects in iron are frequently incapable of detection, we do not see how the Great Northern Company can be made liable. As regards the Sheffield Company, if they knowingly sent on to the Great Northern line a defective waggon it is possible that they might be held responsible, but it is unlikely that any knowledge of the defect can be brought home to them. A plaintiff might have a slight chance of success if he could make out that there had been negligence on the part of the manufacturer of the waggon. If that could be shown as a fact, it is possible that, upon the analogy of a recent case in the Queen's Bench (*Francis* v. *Cockrell*, 18 W. R. 668, the decision in which was affirmed in the Exchequer Chamber on Tuesday last) some liability might be thrown on one or other of the companies. This, however, is not very likely in fact, and the propositions of law which would have to be maintained are very far from clear.

THE "TIMES" PUBLISHES THIS WEEK more complaints from jurymen. Considering that the defects in the system upon which juries are summoned are patent to judges, lawyers, and the public, that a Special Commission has reported on the means by which the present system should be amended, that there is no disagreement as to the principal alterations which ought to be adopted, and that a bill of last year was dropped for want of time, it is really too bad that with the close of this session near at hand no enactment should have been passed on this matter. We believe that the grievance complained of by the *Times* correspondents of this week—viz., the heaping of summonses beyond all reason on some individuals while

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others escape altogether, is much enhanced by the indiscreet practice of persons summoned "tipping" the officer. If a person liable to serve on juries "tips" the summoning officer that functionary takes care that he is not troubled with summonses. But jurymen must remember that if they "tip" once they must be prepared for a periodical blackmail. A juryman recently said that having been weak enough to pay once, he resolved not to do so in future. About the period when the summoning officer considered his "tip" to have become exhausted by effluxion of time he received a summons as a reminder, and as he did not respond in the desired manner he had ever since been pestered with summonses, as a man capable of being remunerative.

SOME OF THE MOST AMUSING LIGHT READING of the day will be found in the evidence now in course of delivery before the Judicature Commission. A few days ago a witness from the north of England, the chief officer of a local court, told the Commission that his court was highly popular, the people liking it because it was their own, while the county court was looked upon as a sort of intruder, and the judge as a stranger. The witness concluded by admitting that his court had only had four cases to try during the past year. Another witness, a chief officer of a London local court, frankly admitted that his court was obsolete, and really did no business, and with some simplicity defended its existence, on the ground that the expenses, amounting to several hundreds per annum, being paid out of corporate funds, were not paid by the public, who had, therefore, no right to complain. The witness finished his evidence with the argument that as the court did no business it did no harm, and therefore ought not to be interfered with. This witness was also examined as to another office he held, that of high bailiff of a county court. He produced some books to show the Commissioners the extent of his labours, and spoke of a large amount of work as performed by himself. He, however, admitted, on cross-examination, that he did not do the work at all, but had it done by subordinates paid by the Treasury. He was then pressed to explain what he really did, when it appeared that he called the causes, sat in court by the defendants' box, and asked them for their agents if the money claimed was due; if it was, he asked how it could be paid, and another formal question or two, and then left the matter to the judge. The salary he received amounted to about £10 for every day of the sixty days per year he was in attendance. Not content with this, the Commissioners went still further, and the witness at last wound up by saying that the business of the court went on just as well without him as with him; in fact, at that moment he had been absent from both two months, but, of course, that did not affect the salary.

"TO PROPOSE A NEW SOURCE OF INCOME for a Government, on the face of it, looks like charlatanerie. The theory of taxation is the best discussed part of political science, and the practice of taxation is much older than its theory." With these words the *Economist* opens an article headed "A New Source of Revenue," and the sequel certainly does not belie the exordium. The "new plan of raising money" proposed by the *Economist* simply consists in handing over the administrative part of the functions of the Court of Chancery to some Government office, and charging, a per-centage we suppose, for the work.

"There could be, say, in the Inland Revenue Office, an 'official trust' department, which should be directed by the Court to act as trustee when there was no trustee, or executor when there was no executor, and which should manage all the properties as soon as decrees respecting them were given, and as soon as the suit became administrative; this office could manage landed property, invest and sell out necessary monies, divide annual income—infinitely cheaper than a dozen lawyers ever will. And the administration of these suits might very fairly be made to yield a revenue. The parties to these suits cannot manage the property themselves; they want a trustee, and they may fairly be asked to pay a trustee."

The proposed alteration may fairly challenge attention in either of two aspects—as it concerns the suitors, or those whose property would go to be administered by this "Official Trust" department, and as it concerns the revenue.

The article in question deals only or mainly with the latter, but the writer is obviously ignorant that under our present barbarous system of taxation of justice every stage in every cause is heavily taxed, and that to make the proposed new department more remunerative to the Exchequer than the corresponding litigation is at present the fees charged would have to be so raised as to be practically prohibitory in non-contentious cases, and in contentious cases it would still be necessary to resort to the Court, as well as to the "Official Trust," and thus the unfortunate estate would be mulcted in a double set of costs.

But then, it will be said, granting that the direct taxation of the estates so administered will be largely increased, the saving in other respects will be more than sufficient to repay this; or, as the *Economist* puts it, "At present the charge they pay is so enormous, and the result so bad, that they would in almost every case be glad to pay a fair sum for a tolerable result." This, however, only shows that the writer is as ill-informed on the subject of the costs of administration as on the taxation of legal proceedings. The costs of administration in a case where there is no litigation are as low as it is possible that they can be where the services of highly skilled agents are employed; and no transfer of this function to a separate department would obviate the necessity of employing, and paying, such advisers as are now required in the case suggested. Of course, every man who can do his own work at all can do it cheaper than he can get it done for him, provided only that he has nothing else to do which he has to neglect for the purpose; but there are comparatively few who could and would attend personally to the machinery of the administration of the estates managed for them, whether by the Court or by a public trustee, and practically the working of the proposed Trust would be as completely thrown on the shoulders of the lawyers as the administration of estates under the direction of the Court now is by the system complained of. Nor would the services of the profession be more cheaply obtainable under the new system than they are at present; on the contrary, it seems to us that the only thing which could be gained by the proposed change would be the necessity of attending two public offices, and of employing and paying two sets of public servants, in numerous cases where now the whole matter is transacted in and by one, and this, if a gain at all, would certainly not enure for the benefit either of the estates administered or the surplus revenue.

A POINT OF SOME IMPORTANCE, turning upon the construction of section 7 of the Bankruptcy Act, 1869, and the rules relating to debtors' summonses and to costs, has just been decided by Mr. Murray, one of the registrars of the Court of Bankruptcy. We give a report of the case in another column. It appeared that a creditor had served a debtor's summons upon his debtors, and they, being traders, had, within the seven days limited for the purpose by the summons, paid the amount claimed. The creditor thereupon sought to be allowed the costs of the summons against the debtor. The registrar held, and we think rightly, that he was not entitled to the costs. The registrar decided the case, as he was, of course, bound to do, upon the strict construction of the Act and rules. But the question has a wide bearing, and it is for this reason that we notice it. A contrary decision would have involved a wrong conception of the whole nature and object of the debtor's summons. The summons was not intended as a new and convenient means for the recovery of debts, but as a new

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and convenient test of insolvency. We pointed out when the Act was passed that there was some danger of the machinery introduced for the one purpose, that is, to test the debtor's solvency, being used for another—namely, as a means of obtaining payment of, or security for, the debt. And the object of rule 25 seems to have been to meet this objection. In such a case as the present the real issue—namely, the solvency or insolvency of the debtor, is in fact decided against the creditor. The result shows that his debtor was solvent and that the debt might have been recovered by ordinary process of law.

THE INNS OF COURT VOLUNTEER BALL took place in Lincoln's-inn Hall on Tuesday. The decorations, music and all other arrangements were excellent, and the only drawback to the enjoyment of the ball arose out of its very success. So largely was it attended, that dancing was scarcely a pleasurable exercise until about one a.m., when the departures began to thin the throng appreciably.

THE INDEFATIGABLE CHURCH ASSOCIATION are about to apply to the Privy Council for the appointment of a new promoter in the suit of *Elphinstone* v. *Purchas*, in the place of the late Colonel Elphinstone. The application will be opposed by the defendant, who will contend that the suit has abated by the death of the promoter and that there is no machinery by which it can be revived. The "office of the ordinary," according to him, is not of such a public character that its promotion can be continued after the person originally promoting it has died, at all events where the promoter is the appellant and dies pending the appeal. The matter, which, we believe, is *primæ impressionis*, will be argued on Monday before the Judicial Committee.

LAW-MAKING.

Earl Grey recently, while arguing in the House of Lords that Parliament should not be encumbered with the task of framing rules for carrying out the details under the Judicature Bill, took occasion to express his hearty disapprobation of modern Acts of Parliament. "In the earlier history of Parliament," said the noble lord, "it confined itself to the substance of legislation, leaving it to the judges to embody its wishes in statutes. He believed those earlier Acts thus deliberately framed out of Parliament compared advantageously with Acts passed under the modern system, under which Parliament took cognisance of every detail and wording."

Judges and lawyers are tired of pointing out new absurdities and incomprehensibilities in the fruits of our annual legislation; suitors as a rule do not often understand the why and wherefore of an issue of law, otherwise they would declare themselves very weary of paying for judicial solutions of question after question which never ought to have been open. The fact is that our Acts of Parliament are turned out in a style of slovenliness which if it were the fault of the corrector of the press would cause Messrs. Spottiswoode to inflict his instant dismissal. A gross instance has just been before the public in an Act of the present Session (the Judges Jurisdiction Act) the principal section of which positively contains no enacting words. Fortunately, judges when they meet with incomprehensible grammar in an Act of Parliament may take refuge in the obvious intention of the Act, but that is no excuse for Parliament. Let us take one or two more instances.

An Act was passed last year for the protection of sea-fowl during the breeding season. This Act very consistently prohibits all "attempts" (whether successful or unsuccessful) at killing or taking birds during the close season; and immediately afterwards fixes the penalty at per bird killed, taken or found in the offender's possession. In consequence of which it is very difficult to see any practical check on bad shots and persons who fire at long ranges.

Still more ridiculous is the second half of the "tippling" section of the County Court Act (1868). This section is expressly directed, not to the making it inconvenient to the tipplers to buy the drink—for appeals of this kind to them have been found useless—but to the rendering it not worth while, in the *seller's* interest, to supply drink on credit to needy drunkards; the section according is intended to destroy the obligation of any promise to pay. And the result of the phraseology employed to this end is that if a tippler leaves his watch at the bar of a public-house in pawn for a glass of beer, the landlord may refuse to let him redeem it, and the owner has no remedy.

Take, again, the 6th section of the Regulation of Workshops Acts (30 & 31 Vict. c. 146):—

"No young person or woman shall be employed in any handicraft during any period of twenty-four hours for more than twelve hours, with intervening periods for taking meals and rest amounting, in the whole, to not less than one hour and a-half, and such employment shall take place only between the hours of five in the morning and nine at night."

We will assume that the Legislature, in passing this section, did not intend the logical sequence of the words used—viz., that employment for twelve hours, with interval of one hour and a-half *or more*, should be forbidden, while employment for twelve hours with interval of *less* than one hour and a-half should not be forbidden. But when this is postulated so many uncertainties remain in the interpretation of this unhappy sentence that it is almost impossible to apply it (*vide* 12 S. J. 131).

The County Courts Equitable Jurisdiction Act of 1865 contained two blunders so gross that the Legislature had to interfere for its amendment; and even then the amending section itself contained a blunder which neutralised half the amending power.

The unhappy 153rd section of the Companies Act, 1862, is too well-known to lawyers to require our dwelling on it. It will be sufficient to say that its insane ambiguity must have cost the public many score thousands of pounds in costs of litigation.

The Investment of Trust Funds Act (1867) was framed, apparently, in a total disregard of the circumstance that the East India Company having ceased to exist, East India Stock had never since been fresh created. There was consequently a doubt whether this Act would protect a trustee investing in the "India Stock" created subsequently to the dissolution of the company, and the Master of the Rolls was obliged to solve this doubt, at the expense of the first trust fund which came before him.

No lawyer, again, needs to be reminded of the irreconcilable jumble of the Judgment Acts, the latest of which imposed on the judges a puzzle which none of them has ever succeeded in unriddling—viz., how an incorporeal hereditament, a reversion, or an equity of redemption in land can be "actually delivered in execution." "I think," said Sir G. Giffard, mildly, before rehearsing a few of the incomprehensibilities of the Act, "that the Act of Parliament is ill-constructed; and it is much to be regretted that those who constructed it did not take some counsel before it was framed; but it is pretty obvious that they did not know what the effect would be" (*Guest* v. *Cowbridge Railway Company*, 17 W. R. 8).

Take, again, another statute with which every lawyer is familiar. Locke King's Act, as the reader knows, provided for the adjustment of incumbrances on land as between the real and personal representatives of persons dying after 1854; but the Act was so vaguely and clumsily phrased that its meaning was continually in litigation, and judges differed widely as to its interpretation. After thirteen years of doubt and contradictory interpretation the inconvenience grew so intolerable that an explanatory Act was passed, to put an end to those expensive doubts. It might at least have been expected that this latter Act would not have created any fresh ones; but, unfortunately, its framers chose to employ the word "testator,"

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whereas the framers of the original Act had used the comprehensive phrase "deceased person." Consequently the question arose,—Did this explanatory Act include the case of an intestacy? Vice-Chancellor Wickens, in a case of *Evans* v. *Poole*, decided by him in the Lancaster Chancery Court on May 14, held that an intestacy was within the intention of these "ill-expressed" Acts; but the parties have had to pay the costs of the Legislature's blunder.

We might multiply instances *ad infinitum*, but there is no object in quoting any more absurdities. The foregoing are enough to justify Lord Campbell's remark about the time of the judges being "consumed in making sense of other people's nonsense." Many of these legislative miscarriages,—like a certain celebrated prohibitory section under which one-half the penalty is to go to the Crown, and the other half to the informer, the penalty provided in another section being two years' imprisonment,—are obviously and ludicrously wrong within the comprehension of the lay public. Others, like those in the Judgments or County Court Acts come only under the notice of practitioners. In the result justice is withheld, litigation and costs are necessitated, and a good deal of the blame is thrown on the lawyers, who certainly are not responsible for the shortcomings of Parliament.

The blunders arise from two sources—original bad drafting, and amendments in committee. Bills introduced by private members are often characterised by a great ignorance of the existing laws affecting their subjects. The Government Bills, on the contrary, are drafted by a staff competently informed in this important respect; but, even with this department systematically at work, too much loose language creeps in. There is some gentleman on the Parliamentary draftsmen's staff (we suspect him of being Mr. Thring himself) who commits now and then very unhappy figures of speech. The section in the Companies Act which we noticed above was one of this gentleman's productions. As to the errors produced in the amending process, it is very easy to understand how they creep in wherever a bill is much "cut about." The ridiculous mistake in the Judges Jurisdiction Act is an instance in point.

In the old days of the middle ages it was thought sufficient if the statute law proclaimed in the tersest language the *motif* of the addition made to the law, leaving details entirely to the executive. If a practice was to be prohibited, it was sufficient if the statute forbade in terms the doing of some act representing the practice as a type; and the penalty was either left unmentioned, as a thing which "*va sans dire*," or provided for by a general announcement that transgressors would be "grievously amerced," or the like. This bare simplicity would be, of course, unsuited to the complex conditions of modern civilisation; but surely modern civilisation ought to be able to produce consistent and intelligible laws for its own regulation. Even Sir Edward Coke, in his time, hitting off a drawback which has since increased a hundredfold, complained of the numbers of questions arising often times out of—

"Acts of Parliament overladen with provisoes and additions, and many times on a sudden penned or corrected by men of none, or very little, judgment in law."

And again—

"If Acts of Parliament were after the old fashion penned, and by such only as properly knew what the common law was before the making of any Act of Parliament concerning that matter, as also how far forth former statutes had provided remedy for former mischiefs and defects discovered by experience; then should very few questions in law arise, and the learned should not so often and so long perplex their heads to make atonement and peace by construction of law between insensible and disagreeing words, sentences, and provisoes as they now do."

What would the great Chief Justice say if he could see some of our modern legislation?

We do not want now-a-days to recur to the old arrangement which ceased about the time of Henry VI., under which, after the dissolution of Parliament, the judges drafted the statutes for all the petitions which were to be granted. Such a plan would be wholly impracticable now-a-days, although that which was its great drawback while it lasted, the truckling of the judges to the supreme executive power in the State, is no longer to be apprehended. But it is plain that the present state of things needs some remedy. We drew attention to the evil two years ago, and we mention it again in the hope that it may at length engross public attention. It has already been considered in the writings of Mr. John Stuart Mill. We do not wish to see any reform unduly curtailing the individual independence of our representatives. Those bills which are introduced by the Government for the time being are already provided for by a staff of draftsmen, and although the present staff do not discharge their function over well, that is no objection to the system; but beyond this two things are much needed. First some means of assistance available for private introducers of bills; and secondly, some additional revision of amended measures.

SALE IN ENGLAND OF ARTICLES MADE ABROAD BY THE PATENTED PROCESS AN INFRINGEMENT.

The Statute of Monopolies (21 Jac. I., c. 3), which by setting a limit to the prerogative of the Crown in that respect may be regarded as the basis of our modern patent law, after declaring that all monopolies shall be void, provides (section 6) that such declaration shall not extend to any letters patent and grants of privilege, for the term of fourteen years or under, of the sole working or making of any manner of new manufacture within the realm to the true and first inventor of such manufactures, which others at the time of making such letters patent and grants shall not use, so as also they be not contrary to the law, nor mischievous to the State by raising prices of commodities at home, or hurt of trade, or generally inconvenient. Although the words of the statute are "working or making" only, it was the intention of the Legislature to prohibit third persons from using the patented article for purposes of profit by selling the same (Per Erle, C.J., in *Walton* v. *Lavater*, 8 C. B. N. S. 162), and it is now regarded as too clear for argument that the exclusive right of a patentee to make and use the patented article carries with it the exclusive right to sell the same, and that the patentee has a right to prohibit the vending in this country of articles made in this country according to his process, even, it would seem, where such articles are made as samples only, and nothing more than the offer for sale is proved in evidence (*Oxley* v. *Holden*, 8 C. B. N. S. 666, 8 W. R. 626). "If the defendants" Tindal, C.J., observed in *Gibson* v. *Brand* (4 M. & G. 179), "have themselves sold an article of exactly the same fabric, made in the same manner, as that for which the patent was taken out, such sale may be considered as a user of the invention." Where indeed the letters patent empowered the plaintiff to make, use, exercise, and vend his invention, and prohibited that any others should make, use, or put in practice the same, it was held that the mere offering for sale under the particular circumstances of the case was no infringement (*Minter* v. *Williams*, 4 A. & E. 251). But this decision went on the pleadings, and does not appear to us to affect the general principle that an offer for sale is an infringement of the patent right. The word "monopoly" means the exclusive privilege of selling an article; and it would be strange if the owner of the exclusive right to make in England a particular article by a patent process had not by implication the exclusive right to sell the same in England when made, without which, indeed, the former privilege would be of little value.

There is a further question, which arose in the recent case of *Elmslie* v. *Boursier* (18 W. R. 665, L. R. 9 Eq. 217), namely, whether the importation and sale in England of articles manufactured abroad, according to the

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specification of an English patent, is an infringement. This question is one, to English patentees at any rate, of almost equal importance with the former. In *Elmslie* v. *Boursier* the plaintiff's case, in substance, was, that tinfoil, manufactured by the patented process in France, where the defendant possessed the exclusive privilege of so doing, had been consigned by him to England, for sale, and the Court held that this was a breach of the privilege vested in the plaintiff under his letters patent, which ought to be restrained by injunction. Introducing the article from abroad is, in fact, a species of "working or making," to which the Act applies.

It will be observed that *Elmslie* v. *Boursier* was the case of a patented process. A patent may be either for a process, or for a product, as in the leading case of *Betts* v. *Neilson*, to which we mean presently to refer. It was contended in *Elmslie* v. *Boursier* that the defendant, possessing as he did an indisputable right to manufacture in France by the patented process, might import and sell the products in England, without infringing the plaintiff's privilege, which extended to the process only, which was not infringed by user here. There is Mr. Hindmarch's authority for this argument (Law of Patent Privileges, p. 492), but it had no influence with the Vice-Chancellor, who considered that to allow articles thus manufactured to be sold in England, would be a short way of destroying "every profit, benefit, commodity, and advantage" which the patentee might otherwise draw from his monopoly.

In a case of *Hancock* v. *Sommerville*, which is referred to in *Goodyear* v. *Central Railroad of New Jersey*, Fisher Pat. Cas. (Amer.) 626, as an authority, the Court of Common Pleas in June, 1851, appears to have decided that the sale of india-rubber articles in England, manufactured abroad by Goodyear, was an infringement of Hancock's patent rights, as an original independent inventor, though Goodyear's process was exactly the same as Hancock's in all respects, and prior in point of date. This case seems very much in point with respect to *Elmslie* v. *Boursier*. The American Courts on the other hand, taking a strict view of what the grant of letters patent confers, have held that the sale or use of the product of a patented machine is no violation of the privilege of the patentee, which is conferred to the exclusive right to sell or use the machine itself (*Goodyear* v. *Central Railroad of New Jersey, ubi sup.*).

In a case like *Elmslie* v. *Boursier* much will depend on the nature of the product. The burden lies on the patentee of establishing that the product, the sale of which he complains of, was manufactured by his process, and that, even if possible, will not be easy, where the article is one which, like flour for example, bears on the face of it no trace of the process by which it was manufactured.

In *Walton* v. *Lavater* the patent was for a product, not for a process. In that case the defendant, after assigning away both moieties of the patent of which he was the owner, imported from France, where he had the privilege of manufacturing them, large quantities of the patented articles with his name stamped on them, which he sold in his shop in London. It was held, as might be expected, that the sale in this country of the patented article made in France and imported, was an infringment of the plaintiff's privilege as assignee of the English patent.

In *Betts* v. *Neilson* (16 W. R. 524, L. R. 3 Ch. 429) capsules made of lead and tin united by pressure were the subject of the patent, which did not extend to Scotland, and the plaintiff's case was, that capsuled bottled beer—the capsules being made according to his process—was sent by the defendants, a Scotch firm of brewers, to their agents in England, by whom it was shipped to various foreign and colonial ports. It will be seen that the patented material was not dealt with in any way during its transit through England; yet the Court held that, since the capsules, during the time of the bottles being in England, were answering the purpose for which they were intended, of preserving the liquor, there was an user of the invention in England which ought to be restrained. The case establishes this proposition, that where the subject of a patent in England is made in a foreign country, and applied to the purpose for which it was made, and under these circumstances is sent to this country for transmission to another foreign country, this is a sufficient user of the patent in England to constitute an infringement. There is no distinction between an active use and a passive use of the thing, as was contended in *Betts* v. *Neilson*. The instant that the thing comes to be employed for the purpose for which it was designed within the limits of the patent a case of infringement arises, whether the thing be simply let alone as in *Betts* v. *Neilson*, or in actual operation as in *Caldwell* v. *Vanvlissingen* (9 Ha. 415). In *Caldwell* v. *Vanvlissingen*, a screw propeller, which was the subject of a patent in England only, was used in a Dutch vessel which happened to come into one of our ports for purposes of trade, and it was held that the use of this propeller in English water by the owner of the vessel, though in ignorance of the patentee's right, was an infringement of the patentee's right which ought to be restrained by injunction. This case led to the enactment of section 26 of the Patent Law Amendment Act, 1852, which provides that letters patent granted after the passing of the Act are not to prevent the use of inventions in foreign ships resorting to British ports, except ships of foreign states in whose ports British ships are prevented from using foreign inventions.

We have now gone over the principal cases which bear on the subject of this article. The proposition that the importation and sale in England of articles manufactured abroad by a process which is the subject of an English patent is an infringement of that patent may appear almost of course, yet we have seen that it has not been established without a struggle, and that an American court is still of the contrary opinion. Logically speaking, where a process is the subject of a patent, the patent confers nothing but the exclusive right to use the particular process. "If a patentee has invented an improved lace machine, the sale of a machine made according to the patentee's invention would be an infringement; but the sale of lace made by means of the patent machine, would be no infringement; for the patentee's invention is the art of making the improved lace machine, and that art is not used, within the meaning of the patent, by a person who merely uses the machine to produce a piece of lace" (Hindmarch, p. 492). This, as we have seen, is the American view also. The Vice-Chancellor, in *Elmslie* v. *Boursier*, took a more liberal, if less logical, view, of what is comprised in the grant of a patent privilege, and held that the obtaining from abroad and selling in this country an article manufactured according to the plaintiff's process, was a violation of his privilege, though manufactured in a country whither the plaintiff's privilege did not extend.

On the 16th ult. Lord Penzance gave judgment on the will of the late Mr. Samuel Holland Moreton, solicitor, of Liverpool. Mr. Moreton, who was a Roman Catholic, had property to the value of about £15,000, and by will dated the 23rd of March, 1869, he left the whole of it to Dr. Goss, the Roman Catholic Bishop of Liverpool, "absolutely for his own use and free from any trust," and appointed Dr. Goss sole executor. He died between two and three o'clock a.m., of the 24th of March, 1869, being then seventy years of age. He left a widow, but no near relatives. The widow, in the first instance, disputed the will, but abandoned her opposition on Dr. Goss making a compromise with her. The will was prepared by a Roman Catholic priest, named Fisher, who is Dr. Goss's vicar, and was attested by him and the testator's servant. The signature being very unlike the testator's writing, Lord Penzance, observing that the dying man's hand might have been guided, without the supposition involving fraud, pronounced against the will, on the ground that he was not satisfied that the testator was in a fit condition to make a will at the time.

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RECENT DECISIONS.

EQUITY.

DISAPPEARANCE FOR SEVEN YEARS—PRESUMPTION OF DEATH.

Re Phene's Trusts, L.J.G., 18 W. R. 303, L. R. 5 Ch. 139.

The effect of the decision of the Lord Justice on this appeal is to overrule the cases of *Thomas* v. *Thomas*, 13 W. R. 225, decided by Vice-Chancellor Kindersley, and the recent decision of Vice-Chancellor Malins in *Re Benham's Trusts*, 15 W. R. 741, and to affirm the principle of *Doe* v. *Nepean*, 5 B. & Ad. 86, and the older cases, that the conclusion of a man's death at the end of a seven years' disappearance is a matter of presumption, but that *when* he died is not a matter of presumption but a question of evidence to be proved by the person whose title depends on the fact of death having taken place before a particular period. Vice-Chancellor James, from whom the appeal in *Re Phene's Trusts* was taken to the Lord Justice, has expressed his disapproval of, while feeling himself bound by, the cases of *Thomas* v. *Thomas* and *Re Benham's Trusts*. As we have already stated, *when* the death took place is a matter of evidence, not of presumption, and it may be added as a necessary *requisite*, that the person who claims on the strength of death at any particular period must prove it, he being the person upon whom the burden of proof is thrown (*Re Green's Settlement*, 14 W. R. 192, L. R. 1 Eq. 288). Now Vice-Chancellor Kindersley, in at least three cases (*Lambe* v. *Orton*, 8 W. R. 111; *Dunn* v. *Snowden*, 11 W. R. 160; and *Thomas* v. *Thomas*) held that the question, when did death take place, was one of presumption, in the absence of evidence; and that the presumption was that death occurred at the end of the seven years. Vice-Chancellor Malins in *Re Benham's Trusts*, adopted this view of the law with the consequence, which in a manner flows from it, that, as at the end of the seven years you must presume for the first time that the man was dead; so you must also presume that within that period, and up to the end of it, he was alive. This is inconsistent with the law, as laid down by Lord Denman in *Doe* v. *Nepean*, and adopted in *Nepean* v. *Wright* (2 M. & W. 914; see *Rex* v. *Inhabitants of Harborne*, 2 A. & E. 540). The Lord Justice followed the latter authorities, and held that at what time within the seven years the person died is not a matter of presumption but of evidence, and that the burden of proving that the death took place at any particular period within the seven years lies on the person whose title depends on that fact being established. We need only add that the authorities are collected in the judgment.

DISSOLUTION OF MARRIAGE—WIFE'S RIGHTS OF PROPERTY.

Swift v. *Wenman*, M.R., 18 W.R. 480.

It seems singular that none of the Divorce Acts enable the Divorce Court to deal with the property of the parties after a decree of dissolution. In the case of a judicial separation it is expressly enacted (20 & 21 Vict., c. 85, s. 25) that the wife is thenceforth to be considered as a *feme sole* with respect to property which she may acquire, or which may come to or devolve upon her; and this section has been held to extend to property not reduced into possession at the date of the order (*Johnson* v. *Lander*, 17 W.R. 272, c. 27, Eq. 228); and the nature and effect of a protection order, which may now be granted by the Judge Ordinary (21 & 22 Vict., c. 108, s. 7) are well understood. But in a case of dissolution, the Divorce Court is not empowered to deal with the settled property (22 & 23 Vict., c. 61, s. 5) unless where not only the *status* of parent has been acquired (*Corrance* v. *Corrance & Lor.* 16 W.R. 893), but a child of the marriage is actually in existence at the date of the application (*Graham* v. *Graham & Griffith*, 17 W.R. 628).

In *Swift* v. *Wenman* there was no issue of the marriage, and consequently the Divorce Court possessed no jurisdiction to make any order with reference to Mrs. Swift's settlement. This settlement seems to have been of the usual character, with an ultimate trust for Mrs. Swift in case of the death of her husband in her lifetime without issue of the marriage. The Court ordered the fund to be transferred to her notwithstanding the settlement, on the ground that the decree of dissolution annihilated the marriage contract, and was equivalent to the death of the husband.

The *ratio decidendi* was the same as in *Wells* v. *Malbon*, 10 W.R. 364, where a married woman became entitled to a share of residue, and before it was reduced into possession by her husband, the marriage was dissolved, and the Master of the Rolls decided that she and not her husband was entitled to the fund. The consequences of dissolution as to the property of the parties were much considered in *Wilkinson* v. *Gibson* (15 W.R. 983, L.R. 4 Eq. 162), where the wife was at the date of the decree entitled to a reversionary interest in a fund which fell into possession afterwards, and on the husband claiming it as against the executor of the wife, it was held that the husband having failed to reduce it into possession during the coverture, the executor was entitled. It will be remembered that a decree of dissolution operates from the date of the decree *nisi* (*Prole* v. *Soady*, 16 W.R. 445), and that, therefore, a husband cannot reduce his wife's *choses in action* into possession during the interval between the decree *nisi* and the decree becoming absolute.

COMMON LAW.

RAILWAY COMPANY—"ORDINARY LUGGAGE"—SERVANT TAKING MASTER'S LUGGAGE.

Beeher v. *Great Eastern Railway Company*, Q.B., 18 W. R. 627.

This is one of a sufficiently large class of cases which show the inconvenience of the system universally adopted on English railways of allowing passengers to take only a certain weight of—on some lines "ordinary luggage," on others "personal luggage." This is usually regulated by the special Acts of the different companies, which specify the weight and the kind of luggage which each passenger is to be allowed to take with him.

The consequence of this system is that if a passenger's luggage is lost he cannot recover any compensation for the loss unless it is either "ordinary" or his "personal" luggage, as the case may be. A moment's reflection will show that a very great quantity of luggage is every day carried by passengers on railways, and properly and necessarily so carried by them, which does not come within the term "personal" or "ordinary" luggage. For instance, no article not belonging to the passenger himself comes within these terms, and he therefore cannot recover if such articles are lost, nor can the owner of the article, as the railway company in such a case never contracted to carry the article, and therefore are not responsible for its loss. The last case on the subject, prior to the one we are now noticing, was *Hudston* v. *Midland Railway Company* (17 W. R. 705), where it was held that a spring-horse for a child to ride on, which a passenger carried with him for his children, was not either "personal" or "ordinary" luggage. Lush, J., there says that ordinary luggage means luggage "ordinarily and usually carried by passengers as their luggage." There have been besides a good many other cases on this question.

In *Beeher* v. *Great Eastern Railway Company*, a servant travelling without his master, took his master's luggage to London by the defendants' line. Under the defendants' Act each passenger was entitled to take with him a specified weight of "his ordinary luggage." The luggage in question was lost, and in an action by the master against the company for the loss, it was held that he could not recover, as he had made no contract concerning the luggage with the defendants. It would seem also that the servant could not have recovered

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either, because the defendants only contracted with him to take "his ordinary luggage," which would not include his master's luggage.

The object, of course, of restricting passengers to ordinary or personal luggage is to prevent merchandise and other things, not *bonâ fide* luggage, being carried by passengers as their own luggage without any additional payment. This, however, under the present system is constantly done whenever passengers choose to do so. The only consequence of so doing is the possibility of not being able to recover its value if lost; but this is not a probable contingency in any given case, and the rule constantly causes loss to persons whose luggage, although not merchandise of any kind, nor belonging to other people, does not come within the meaning of the kind of luggage allowed to be carried.

We have before suggested that a far more convenient plan would be to allow each passenger a certain fixed weight of luggage, irrespective of its nature, as is done on many of the continental lines. It is reasonable that the company should not be under the serious liability of being liable to compensate for the loss of very valuable articles, such as jewelry, &c.; but companies are already protected in this respect by the Carriers Act (11 Geo. 4 & 1 Will. 4, c. 68), and, if necessary, the principle of this statute might be extended still further, or a maximum amount might be fixed, beyond which the company should not in any case be liable. The only possible objection to the system we suggest is, that goods might be carried under the name of personal luggage. This, however, is now done to a considerable extent, and we doubt whether there would be any appreciable increase of the amount of merchandise thus carried. The alteration would be a great convenience for travellers, and it would not injure the railway companies.

NEGLIGENCE—CARRIERS OF PASSENGERS—IMPLIED WARRANTY.

Frances v. *Cockrell*, Q.B., 18 W. R. 668.

Readhead v. *The Midland Railway Company* decided that a carrier of passengers does not impliedly warrant the roadworthiness of his carriages, and therefore that if a passenger is injured in consequence of a carriage being not roadworthy the carrier is not liable for such injury if the badness of the carriage has not been caused by negligence. This decision does not affect in any way the rule that common carriers of goods are insurers of the goods against everything except the act of God and the King's enemies. It affirms also the liability of carriers of passengers for the consequences of their own negligence, but leaves one question open—viz., whether a railway company would be liable if a carriage is so negligently made by a manufacturer as to be not roadworthy and the company purchase it, and without negligence use the carriage for the conveyance of passengers and a passenger is injured in consequence of the badness of the carriage. It is clear that if the company had manufactured the carriage they would be liable because they would have caused the injury by their negligence, and *Readhead's case* decided that if no one is negligent the company would not be liable. The intermediate case of negligence in a manufacturer has now been decided in *Francis* v. *Cockrell*, where it was held that the carrier would be liable for the negligence of the manufacturer in the same way that he is liable for his own negligence. In other words, *Francis* v. *Cockrell* decides that the contract between a passenger and carrier contains an implied warranty that due care has been used in the construction of the carriage in which the passenger travels. If from any want of such due care the passenger is injured, he is entitled to maintain an action against the carrier.

Although this is strictly the decision in *Francis* v. *Cockrell*, the plaintiff was not a passenger, nor was the defendant a carrier. The defendant with others had caused to be erected by a competent contractor, a stand on a race-course, and received for the purposes of the race the money paid by persons admitted to the stand. The plaintiff amongst others paid for and used the stand, which was in fact negligently constructed, but not so to the knowledge of the defendant. The stand broke and the plaintiff fell and was injured. There was no negligence on the part of the defendant, but he was held liable to the plaintiff on the principle that he must be taken to have warranted that the stand was properly erected. As the stand was not properly erected there was a breach of this contract, for the natural and probable consequences of which the defendant was liable. The Court arrived at this decision from the close analogy between this and the case of a carrier of passengers. They notice *Readhead's case*, and that this particular point, viz., liability for negligence of a contractor, is there left undecided. They then held that a passenger could maintain an action against a carrier for an injury sustained through defects in a carriage caused solely by the negligence of an independent manufacturer, and then that "the same reasoning which is applicable to the case of a carrier of passengers is applicable to the case of a person who, like the defendant, provides places for spectators at races or other exhibitions." There was some considerable doubt on the authorities as to this point, but the Court were of opinion that the right of authority as well as reasons of justice and convenience were on the plaintiff's side.

The decision in *Francis* v. *Cockrell* will apply probably most directly to carriers of passengers. It may have, however, besides a very wide application to many cases that are not touched upon in the judgment. For instance, it may be asked will the principle be applied at all in considering the obligations arising from the contract of sale, as if A. negligently manufactures a rope which is defective and unfit for use, but such defect cannot be ascertained by any inspection. B. buys the rope believing it sound, and sells it to C. who uses it and is injured in consequence of this latent defect. Has C. a remedy against B.? Again, will the decision affect the liability of masters to their servants, as if a master without negligence supplies to his servants machinery or materials which are unfit for use from the neglect of the manufacturer and an accident is thereby caused in which the servant is injured. Many other cases of this sort might be suggested which the principle of *Francis* v. *Cockrell* may possibly affect.

REVIEWS.

Lawyers and Doctors; Orphans and Guardians: A plea for the better Legislative Protection of Medical Men and Helpless Patients: The Law of Medical Fees and a Scheme for Appointing Medical Assessors. By DAVID READ. London: Hardwicke.

Pamphlets published to ventilate personal grievances are seldom read. Everyone shuns them with even greater aversion than that awarded to advertising circulars and begging letters. In the present instance the means of ventilation takes the form of an octavo volume of 180 pages; its size will hardly be considered to improve its chance. The subject is a system of grievances arising out of the case of *Sanger* v. *Sanger*, recently in litigation in the Rolls Court. A Dr. James Clark was in medical attendance upon an infant ward of court in this case. Dr. Clark considered himself maltreated by the guardians (parties, of course, to the suit) in the matter of fees, and appealed, unsuccessfully it seems, to the Master of the Rolls in court. Hereupon, very unfortunately for Dr. Clark, his friend has performed the unfriendly act of writing 180 pages of animadversions on the case, in which citations of legal authorities, quotations of the more hackneyed portions of Shakespeare and other popular authors, extracts from shorthand notes, and abuse of everyone who has not furthered the views of Dr. Clark in the case, are mixed up in a tedious imbroglio, profusely adorned with italics and small capitals. We have some recollection of the cause, and we have also a remembrance of having

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thought that Dr. Clark's case was rather a hard one. If so he is all the more to be pitied for having such an ill-judging friend as the author of this volume.

COURTS.

COURT OF EXCHEQUER.

(At Nisi Prius, before BRAMWELL, B., and a Special Jury.)

June 18.—*Merriman* v. *Buckle.*

This was an action for libel. The defendant pleaded not guilty, and a justification.

Serjt. Tindal Atkinson and *Anderson*, for the plaintiff, said the plaintiff was a solicitor carrying on business in Queen-street, Cheapside, and the defendant was the proprietor and editor of a monthly publication, called the *Commercial World*. The alleged libel was contained in an article in that journal which, it was said, imputed to the plaintiff, that being solicitor to the Hercules Insurance Company he tried to get it wound up with a view to his own personal advantage, and accused him of being a "wrecker." The plaintiff, far from wishing to bring the company to an end, had incurred considerable liability in enabling it to meet its liabilities, and it was only after being convinced that the company was hopelessly insolvent and that it would be disastrous to the shareholders to go on, that he supported the proposal to wind up. The company was now winding up, and a call of £2 per share had been made.

Morgan Howard, *Grantham*, and *Massey*, for the defendant, denied that there was any intention to charge the plaintiff with being a wrecker, and contended that the article was a fair comment on a matter of public interest, it being the belief of the writer that it would be for the interest of the shareholders that the company should continue its operations. That in the next number of the paper there had appeared a disclaimer of any imputation of improper motives to the plaintiff, and an ample apology if the article had placed an injurious construction on his acts.

BRAMWELL, B., left it to the jury to say whether the whole or any part of the article was a libel upon the plaintiff. He observed that although the article was of a very trashy character, and to some extent carried its own antidote with it, yet if they thought it was calculated to bring the plaintiff into public odium and ridicule he did not see why they should not express their disapprobation of such writing by giving reasonable damages.

Verdict for the plaintiff—damages, 40s.

Serjt. Atkinson applied for a certificate for costs, but the learned judge doubting the necessity for a certificate the question was reserved. On Monday, on the application being renewed, his lordship granted a certificate for costs and also for a special jury.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

June 10.—*Re Marchant.*

Bankruptcy Act, 1869, *s.* 72.

This case came before the Court upon an application by the trustee under the bankruptcy for an injunction restraining the sale of the debtor's property by a Mr. Spriggs, who held a bill of sale given some few days before the filing of the petition, and a declaration that the deed was void and inoperative as against the trustee, and that the goods comprised therein formed part of the estate and effects of the bankrupt. The adjudication had taken place upon petition, founded on a declaration of insolvency signed by the bankrupt on the 6th of May. The question was, whether the execution of the bill of sale constituted an act of bankruptcy, and evidence was entered upon for the purpose of showing on the one hand that the deed comprised substantially all the bankrupt's effects, and on the other that a portion of his goods were excluded from its operation. It was shown that in January of the present year the bankrupt was sued by Spriggs for the recovery of £2,000 due upon a promissory note given some time previously, and in March a judge's order was given by consent, whereby Spriggs was entitled forthwith to sign judgment against the bankrupt, but instead of issuing execution upon his judgment, Spriggs afterwards, towards the end of April, only nine days before the date of the adjudication, obtained from the bankrupt a bill of sale on his stock and effects.

The bankrupt, upon examination, said that the bill of sale included everything he had, and he did not reserve anything for his own use. From the moment possession was taken under the bill of sale he had no means of carrying on his trade.

Sargood, *Serjt.*, and *Finlay Knight*, for the trustee, argued that the bill of sale amounted to a fraudulent conveyance or transfer of the bankrupt's property made for the purpose of preventing the general body of the creditors obtaining possession of it. They referred to *Woodhouse* v. *Murray* (15 W. R. 1109, L. R. 2 Q. B. 634).

De Gex, Q.C., and *Reed*, for Mr. Spriggs.—In the schedule to the deed numerous items were struck out, showing that it was not the bankrupt's intention to part with the whole of his property.

The CHIEF JUDGE, after stating the facts, said in this case it was abundantly clear that the bill of sale, comprising as it did the whole, or substantially the whole, of the bankrupt's property, constituted an act of bankruptcy, and was void as against creditors. There would, therefore, be a declaration that the deed was inoperative, and that the property comprised in it formed part of the bankrupt's assets.

Solicitors for the trustee, *Ashurst, Morris, & Co.*

Solicitors for Mr. Spriggs, *Benham & Tindall.*

(Before Mr. REGISTRAR MURRAY.)

June 16.—*Re a Debtor's Summons.*

Bankruptcy Act, 1869, *s.* 7, *rule* 186.

This was an application on the part of a creditor under the 186th rule for an order that certain debtors should pay the costs of a debtor's summons, the debt having been paid to the creditor within the time limited by the summons.

It appeared that the debtors were traders, and within seven days after personal service of the summons they attended at the office of the creditor's solicitor suing out the summons, and tendered to him the amount of the claim. The costs of the summons were demanded according to the scale appended to the rules, and a receipt was given for the debt without prejudice to the creditor's claim for the costs of the summons. The costs not having been paid, a four days' notice of motion was given, supported by an affidavit of the circumstances.

J. S. Salaman, solicitor, for the creditor, referred to section 7 of the Act, in which the form of the summons was stated to be similar to a common law writ, and contended it was clearly the intention of the Legislature to assimilate this much used process, which would take the place of common law writs, to that process, although there was no mention of costs in the prescribed form of summons. He contended also that, the new Court having within itself the extended power of a court of common law and a court of equity, it was only just that the debtor should pay the costs of a process to recover an undisputed debt after the creditor had proved to the satisfaction of the court that the process had become necessary because he had failed to obtain payment of his debt after using reasonable efforts to do so; these efforts consisting of a delivery of particulars, of demands, of more than one request for payment, and then another formal application for payment.

The REGISTRAR, after considering the different contentions on the part of the creditor, stated that although it might be a hardship upon creditors to have to pay their own costs, he considered he had no power to order the payment of them, as the Act and the rules were silent upon the subject, and he did not consider that rule 186 applied, because, the debt having been paid, it could not be considered that the summons was a matter before the Court. He must decide against the application, without costs.

COUNTY COURTS.

The Treasury have issued the following "Circular to Registrars" of county courts:—

"Treasury, 21st June, 1870.

Sir,—I beg leave to inform you that at page 7, line 1, of the County Court Rules, 1870, forwarded to you on the 27th of last month, the word 'registrar' has been printed by mistake for the word 'treasurer.'—I am, Sir, your obedient servant,

HENRY NICOL."

[*Vide ante* 665, line 3.]

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COURT OF THE STANNARIES.

Re Leawood Mining Company (Stannaries of Devon), Ex parte The Imperial Bank.

Companies Act, 1862—*Cost book Mining Company—Claim of creditor for personal liability of shareholders beyond their liability to the agents for the costs of working.*

The VICE-WARDEN OF THE STANNARIES delivered the following judgment:—In this case the Leawood Mining Company is under liquidation by order of this Court, and the Imperial Banking Company (Limited), a registered company, claims to be admitted to prove a debt of £99 8s. 4d., as immediate creditors of the Leawood Mining Company, which is an unregistered company, commonly called a "cost-book" company. Such companies are mere common-law companies or partnerships, and do not usually profess to have powers to charge the members of them for money borrowed for the purpose of the working of the mine. The liability of the shareholders is commonly and *primâ facie* considered to be pledged only to pay their agents the costs of working; and petitions to compel payments of such costs, actually incurred and audited, are part of the ordinary process of this Court under the name of purser's petitions, which seek to enforce payment by sale of so many shares of the defaulter as may suffice to cover the costs or calls in arrear; not by way of forfeiture, but by way of lien on the shares. That the shares in such mining partnerships are not by implication made directly liable for loans obtained from bankers has been now settled so long, and by so many reported cases familiar to this court and its suitors, that I will only refer to *Ricketts* v. *Bennett*, 4 C. B. 686; and this applies, not only to a "cost-book" company in Cornwall or elsewhere, but to all other common law partnerships to work a mine, except where the power to borrow is authorised by the original constitution of the company. *Primâ facie*, a cost-book company is, normally, carried on upon a "ready money principle." (Lindley on Partnerships, I., 274; also Collier on Mines, 131—154; 115, 116.) It is, I believe, contended that the special circumstances of this case warrant the banker in assuming that all the shareholders in this company either authorised the loans, or have so acquiesced in them, as to put them in the position of immediate creditors of the company—*i.e.*, of each and every partner owning parts or shares in it. On the establishment of this company a set of special rules or regulations were signed by the first takers. This is now so common a practice, and resorted to with so little attention to the familiar principles of such mining companies, and so slender a knowledge of the general principles of the common law and of local usages, that I cannot help regretting that the term "cost-book principle" had not been at once dropped and discontinued in new unregistered companies. In some cases the new company more wisely confines itself to a general profession of the "cost-book principle, as recognised in the Stannary Court," and adds nothing more; but in the present instance, after setting out with a preliminary declaration that the mine is to be conducted "entirely on the cost-book principle," the rules proceed to add a series of twenty-two other rules, with little regard to any of the main attributes of such principle; but there is not among these any one that shows an intention to carry on the mine on the "banker's loan principle." There is indeed one (No. 22), which is a clause for making future alterations of the rules at special meetings convened for that purpose, but the books of the company show that no such special meetings were ever in fact held for such purpose; nor do I find among the seven or eight general meetings held during the continuance of the company, from April, 1864, to the 26th February, 1867, that any resolution either directed or distinctly recognised such loans. There do, indeed, appear in some of the accounts which were, or ought to have been, laid before the meetings pretty strong symptoms of such dealings, but nothing amounting to a clear concurrence in the practice. The only loans which I find in books of the company appear to be founded on applications of Mr. Murchison, the secretary, for which he may be, and probably is, himself personally liable to the bank. It is singular that none of the circular notices issued before a meeting were produced before me, so that it does not appear to me that in such notices the attention of absent shareholders was drawn to the fact that there were any such loans, or that the members of the company were debited in the gross by the bank for such loans. The provision of rule 8, that makes a majority of the shareholders present competent to bind the whole body, may not be an improper one in itself, but it certainly has a tendency to narrow the governing powers of the partnership. Practically, it throws them into the hands of the two or three shareholders who are nearest at hand, and are the resident officers of the company. At two of the six general meetings I find only three persons present, and at one I find the secretary alone was present, and considered himself such a "majority" as to bind all the shareholders. No wonder, therefore, that we find him to be the usual applicant for assistance by way of loan or overdraft. Upon the whole I feel myself unable to admit the personal claim of the bankers to stand in the position of direct creditors of the whole body of members. If the money is proved to have been actually expended on the works, a legitimate claim of those managers or members of the company that borrowed the money may possibly entitle them to become, *pro tanto*, creditors of the company, subject, however, to any counter-claim that may exist, as between them and the company, for calls. The bank will, of course, be at liberty to appeal against this judgment, and may perhaps reverse or vary it in such manner as the superior court shall think fit. I dismiss the claim, and confirm the previous decision of the registrar. Costs reserved for consideration.

APPOINTMENTS.

Mr. JOHN HOLYOAKE, solicitor, of Droitwich, Worcestershire, has been elected Clerk to the Commissioners of the Droitwich turnpike roads, in succession to Mr. John Curtler, solicitor, resigned. Mr. Holyoake was certificated in 1838, and is a perpetual commissioner for Worcestershire.

Mr. E. BEAL, a London solicitor, has been appointed (by Mr. R. Nicholson, Clerk of the Peace for Hertfordshire) to be Deputy Clerk of the Peace for the county, and also for the liberty of St. Albans, in succession to the late Mr. J. A. Dorant. Mr. Beale will therefore in future reside and practice at St. Albans.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 17.—The *Ecclesiastical Dilapidations Bill.*—The Archbishop of York moved the second reading. This bill was based on a report of a joint committee of the convocations of Canterbury and York. At present there was no satisfactory mode of enforcing repairs, and it proposed that a surveyor of high position should be appointed in each diocese, who, wherever ordered, and on any presentation to a benefice, would make a survey. The bill was read a second time.

The *Churchwardens Liability Bill* was reported as amended, and the Archbishop of York pointed out that the terms of clause 2 exceeded the object of the measure, which he understood to be the abolition of the compulsory payment of visitation fees.—The Bishop of London deemed the bill unnecessary after the decision of the Court of Queen's Bench that churchwardens were not liable to pay these fees if they had received no funds wherewith to do so. Where rates were made there could be no objection to continuing the liability.—The Marquis of Salisbury said the dislike to those fees was frequently so great that a rate would be refused on the bare ground of their being payable out of it. The object of the bill was to relieve churchwardens from personal liability and to provide that the fees should not be paid out of a voluntary church-rate unless the vestry had so decided. He was willing on the third reading to modify the clause objected to.—Report received.

The *Appellate Jurisdiction Bill.*—On the motion to go into committee, Lord Westbury expressed a fear that there would be no power of rehearing, though it was sometimes necessary, in consequence of additional material, that a case should be reheard before it was taken to a court of appeal.—The Lord Chancellor said the High Court of Justice Bill conferred a power of rehearing. The bill passed through committee.

The *High Court of Justice Bill.*—The Lord Chancellor moved the third reading.—Lord Denman opposed, on the ground that our ancient courts should not be abolished until

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the rules of the proposed new tribunal were ready to be submitted to Parliament. It was useless to hurry forward this bill, since it would reach the House of Commons at the very time when its legal members were going on circuit. The amendment was negatived, and the bill read a third time.—On the motion that it do pass—The Marquis of Salisbury moved to omit clause 7, as inconsistent with the understanding that, while sanctioning the principle of the fusion of law and equity, the operation of the measure should be suspended till the subsidiary arrangements had been sanctioned by Parliament. The clause reduced the salaries of several of the judges, a policy to which most statesmen had objected, and which, if adopted, ought to originate with the House of Commons. The position of our judicial bench had always been a subject of great national pride, and it was in some degree attributed to the liberality with which the distinguished men raised to it were remunerated.—The Lord Chancellor said the reduction would only operate in two cases. The Master of the Rolls not only exercised judicial duties in the Court of Chancery, but had other important functions, which Lord Romilly had so effectually discharged by the publication of the public records; but, though superior in rank to the Lord Chief Justice of the Common Pleas and the Chief Baron of the Exchequer, his salary was £6,000 while theirs was £7,000. It was desirable, when transferring him to the appellate jurisdiction, to correct this anomaly, and the salary of the Lord Chief Justice of England would not be interfered with. The unwillingness of the late Lord Kingsdown to accept the office of Vice-Chancellor, which was attributed by Lord Romilly to the inadequacy of the salary, was owing to the possession of a considerable fortune, which induced him to give his valuable services to the Judicial Committee in preference to the Court of Chancery, where his duties would have been more unpleasant, there being the necessity of constantly attending chambers.—Lord Cairns would not repeat his objections to the clause, but having been informed that it would be struck out as soon as it left the House as a matter touching the privileges of the Commons, he objected to its being now retained for the mere purpose of intimating to the Commons that their Lordships were satisfied with the arrangement.—Lord Westbury urged the desirability of giving larger salaries to the chiefs of the different courts, in order that the other judges might be encouraged to aspire to promotion. The clause would serve no other purpose than to induce the Commons, as guardians of the public purse, to adopt the proposal, and he hoped therefore it would be struck out.—The Lord Chancellor was willing that the clause should be expunged, as well as all the money clauses which would otherwise be struck out on the bill going down to the Commons as irregular. His reason for inserting them was that he did not think it right to keep in the background any of the changes which it was proposed to make. The question, however, had better go to the Commons entirely unprejudiced, as it would there be more fitly considered. The money clauses were then struck out, and the bill then passed.

The *Sequestration Bill*.—Report of amendments in committee.—The Bishop of Winchester said he was indebted to Lord Cairns for some amendments necessary to make the bill harmonise with the bankruptcy law; these he proposed to adopt with one alteration, for the purpose of giving effect to the view of the select committee—viz, that a clergyman should retain his living for two years after bankruptcy, to give him an opportunity of retrieving his position. The present law was unfair to creditors as well as to the clergy, for it gave an unfair advantage to the creditor who first entered judgment.—Lord Cairns said the bill would remedy the great defect of the existing law, by allowing the bishop to appropriate an unlimited portion of the income of the sequestered benefice to the spiritual necessities of the parish. It would also, however, make bankruptcy compulsory in the event of a clergyman being involved in difficulties, even though the creditors might be willing to accede to a compromise. This, he feared, would create a greater scandal than it removed, for bankruptcy would be a greater scandal than sequestration. He also objected to power being given to the bishops to declare the living void. If charged with drunkenness or immorality a clergyman was tried before the proper tribunal, from whose decision either party could appeal, the penalty being two to five years' suspension. Now, the misfortune or offence of bankruptcy was surely a more venial one, and it was not just, therefore, to empower the bishop, or, on appeal, the archbishop, acting at his pleasure, without any judicial process, to visit it with forfeiture of the benefice. He could not allow the bill to proceed without protesting against the introduction of such a system of discipline.—The amendments proposed by the Bishop of Winchester were agreed to, and the report was received.

The *Union of Benefices Amendment* (1870) *Bill*.—The report of the amendments was also received.

The *Irish Land Bill*.—Adjourned debate on second reading.—Lord Lurgan, as an Ulster landlord, supported the bill.—Lord Dunsany objected to the invasion of the rights of property, which he prophesied would not stop at Ireland.—Lord Leitrim said the bill would create discord and exterminate the small tenantry.—Lord Lichfield, as one who had carefully examined the bill, hoped it would pass promptly, with some amendments to prevent injustice, litigation and sub-division of holdings.—Lord Clancarty approved the principle of preventing capricious eviction; but the bill would want copious amendments.—Lord Powerscourt, as one connected both with Ulster and the South, believed the bill would restrain the oppressive without injuring the just.—Lord Portarlington said capricious evictments must be legislated against, but the bill contained many mischievous provisions.—Lord Lansdowne said this just and generous bill would give the occupier increased security and self-reliance.—Lord Carnarvon anticipated a good result from the bill, but he disapproved of the purchase clauses. The bill did not propose fixity of tenure, and Ireland, to become a prosperous country, must submit to the laws.—The Lord Chancellor said the bill was in harmony with the rights of property and every principle of law and justice. The almost universal testimony of those who had taken part in the debate was that the bill did no more than was already done by every good landlord. If the bill were substantially changed in a landlord sense, and if it failed to pacify Ireland, it would do more harm than good. If, on the other hand, the bill was allowed to have its full and due effect, it would show how earnestly the people of England desired to place the people of Ireland on the same footing of peace and tranquillity with themselves.—Lord Oranmore's opposition not being pressed, the bill was read the second time.

June 20.—The *Union of Benefices* (1870) *Amendment Bill* was read a third time and passed.

June 22.—The *Married Women's Property Bill*.—Lord Cairns moved the second reading. While necessarily dealing with the position as to property of married women in general, its main object was to meet the case of married women in the humbler classes, especially those who were in the habit of working for wages or acquiring earnings for the support of themselves and families. Poor and industrious women, who had exerted themselves to maintain their families, had their small earnings pounced upon from time to time by intemperate, idle, or dissolute husbands, for purposes entirely foreign to the support of the family. The reason was that the common law vested in the husband all the wife's personal property, a rule so inconvenient in practice that, wherever the amount of property justified it, it was modified by settlements, making special provision for the wife. The Court of Chancery, moreover, had very extensively and beneficially modified the rule even where there was no settlement, where the amount of property justified its interference, and where that interference could be invoked. Its temper had always been to insist that the greater or an adequate portion of such property should be settled on the wife and children. While the upper classes were protected against the absolute rule of common law by means of settlements and the interposition of the Court of Chancery, the humbler classes had no protection except that provided at the instance of Lord St. Leonards in the Divorce Act, which empowered a magistrate to grant an order to a wife deserted by her husband, protecting her future earnings against his interference. This was obviously insufficient, for the hardest cases were those where the husband did not desert his wife, but clung to her for the sole purpose of plundering her from time to time of her earnings. In all continental countries laws had been adopted more favourable to married women, and the United States and Canada had introduced legislation similar to or in the direction of the present bill. Three remedies had been proposed for the evil. First, an extension of the system of protection orders, but these, at present, did not reach the worst cases, and it was unwise to require a poor working woman, as a

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condition of protection, to present herself in a police-court for the purpose, as it were, of effecting a separation of interests, and of suggesting a complaint against her husband, thereby provoking that want of domestic harmony which it should be the object to avoid. Secondly, a statutable form of settlement, applying to all cases where the parties did not themselves enter into a settlement. The women of the lower classes, however, did not want a settlement, which was quite unsuitable to small sums. The third and only remaining course was that proposed by the bill—viz., to alter the general rule of law, to leave settlements to be made where advisable, but in other cases to make the property of the married woman her own until she chose to part with it. If she pleased she might make a gift of it to her husband. Thus the bill would do for the poor what the court of equity did for the rich, by putting the married woman as to property in the same position as the unmarried. Some of its provisions would require consideration, and he himself should propose such amendments, but after the best consideration his opinion was that the principle of the bill was the true one. It had passed the House of Commons two or three times, and was there investigated by a select committee, when evidence was taken, and he believed there was in that House a strong preponderance of opinion in its favour. It was last year read a second time in this House on the understanding that it should not then proceed further, and he should offer no objection to its being referred to a select committee, where some of the niceties of law which it involved might possibly be better considered, and where, owing to its moderate compass, it would occupy but a short time.—Lord Penzance said the bill went far beyond the necessities of the case, for it affected all the married women of England; it would subvert the principles on which the marriage relations had hitherto stood, and its tendency would be to cause increased discord and separation. The bill would give a married woman the same right of possessing and dealing with property, and of contracting obligations with third persons that an unmarried woman enjoyed, while it nevertheless left untouched her right to be maintained by her husband. She would be able to spend her property if and how she liked, without any obligation of contributing to the expenses of the household, and when it was dissipated she would be entitled to support and to pledge her husband's credit for the necessaries of life. She might sue and be sued like a *feme sole*, and there was nothing to prevent her bringing an action against her husband founded upon any matter of contract which she might choose to allege. A husband who expected his wife to keep his home and attend to the children might find her opening a Berlin wool shop with her cousin John as a partner. Surely this was an unnecessary corollary to the protection of women's earnings from idle and dissolute husbands? The common law broken in upon in the case of settlements, provided that, the wife having no personal property of her own, the husband should have the regulation of the common purse. It was desirable to set up in a household two holders of the purse, two powers, co-equal at first, and likely to be adverse in the end. His special experience had shown him that there was no commoner cause of violence and cruelty, leading to a separation, than the possession of some small sum by the wife which she was in some way able to retain, the result being that the husband first teased and afterwards ill-treated her in order to get hold of it. The bill involved the question whether the husband should rule in his own household. No doubt the property of a woman about to marry was settled (but settled as much to protect it from being spent by her as by the husband) on the children, and in by far the larger number of cases a life interest in it was given to the husband, subject to pin-money. The French law gave the option of community or separation of property, but the former was chosen in 99 cases out of 100. It gave the husband the entire regulation of the expenditure of the common fund, simply requiring an account from him when the community was put an end to, and where this step was necessary, on account of the husband's misconduct, the wife had to go before a court of justice and obtain *séparation de biens*. This was a system which met the necessities of the case. Why should the wife not be able to appear before a county court judge, who, on sufficient proof that the husband was idle, dissolute, or disorderly, would undo the community of goods affixed to marriage by the common law, thus leaving to her her own earnings? The protection orders provided by the Divorce Act were obtained with the utmost facility from any magistrate or from the judge of the Divorce Court on a short affidavit, and they worked extremely well. Why should they not be extended to cases other than those of desertion?—Lord Westbury said the bill had sprung from the sensationalism which delighted in extravagances, and which had applied those notions to the amendment of the law. It would subvert the domestic rule which had existed in this country for more than a thousand years. It proposed that a married woman should be capable of holding, acquiring, alienating, devising, and bequeathing real and personal estate. The object of legislation should be to make a man and his wife one soul and one spirit, and to devote their property entirely to the benefit of themselves and their children; but the bill had quite an opposite tendency. The bill would enable a married woman to dispose of leasehold houses or railway shares in any manner she chose, and if there was some person for whom she had greater affection than for her legitimate lord, she might lavish the proceeds upon him. A woman of the labouring class would be frequently subjected to the temptation of buying expensive articles by pedlars and others. She would be summoned to the county court for payment, and if the order of the Court were disobeyed the judge would have power of imprisonment. Was it desirable to expose such a woman to a temptation to which she would certainly yield, as she had done from the beginning, and then to put her in prison? But the law which gave the wife's real and personal property to the husband should be altered. The property might be invested, the husband having the management and administration of the income, and being controller of his household until he made a bad use of that power. As to property accruing after marriage, it should, if it exceeded a certain sum, be settled for the benefit of the wife and children, including also, if they pleased, the husband. As the bill stood the wife would be under no obligation of contributing to the maintenance of the establishment, her only liability being to pay the parish perhaps 5s. a week if her husband became chargeable to the parish, while his obligation to support her was left untouched. The best course would be to reject the bill and substitute for it one with reasonable provisions which would probably have some chance of passing both Houses. The passing of the present bill was out of the question.—Lord Romilly said that, if the bill were carefully reformed by a select committee, the House of Commons, he believed, would cheerfully accept it as a measure improved by noble lords who had paid attention to the subject.—The Earl of Shaftesbury recognised the need of protection to married women's property, but the bill went far beyond what was necessary, and struck at the root of domestic happiness, introducing insubordination, equality and something more.—The Lord Chancellor commented on the absence from the bill of any restraint protecting the wife from herself. He held, for himself, to the old-fashioned notion that the head of the family must be the husband. By the bill the husband remained liable for all his wife's debts except two kinds—namely, debts which she had contracted before marriage, and he was not to be liable in damages for his wife's *torts*. The inference was that he was to be left responsible in all other respects for her debts. He would not pursue the details of the measure, and he believed that the 10th section of the bill might be made to work out all that was desirable.—Lord Cairns reminded Lord Westbury that every woman in England who had property to her separate use might make contracts, might accept bills of exchange, or buy race-horses if she had a mind to do so, and that every one of those contracts would be valid. He made the same answer to several other objections urged against the bill. It was further stated that the bill contained no provision rendering it obligatory on the wife having property of her own to contribute to the support of her children. But a wife under the bill would be subject to the same obligations in that respect as was now the case. He was not a promoter of the bill, he only had charge of it. Nor was he responsible for many of its provisions. All he desired to do was to secure that wherever property had been acquired by a married woman by virtue of her own industry, be it either bodily or mental, she was entitled to the property so acquired to her separate use, just as if it were settled in the Court of Chancery to her separate use. That he considered the principle of the bill. Some of the provisions he thought unnecessary.—Lord Westbury was quite content with this

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assurance with regard to the principle of the bill. It was limited to the settlement of property acquired by the woman's own labour, mental and bodily.—The bill was read a second time and referred to a select committee.

The *Appellate Jurisdiction Bill* was read a third time and passed.

The *Felony Bill* was read a third time and passed.

June 23.—The *Irish Land Bill.*—Committee.—Clause 1 (Ulster Custom).—The Duke of Richmond moved an amendment, that the Ulster tenant shall not transfer himself to a subsequent clause unless the Court shall be of opinion that his doing so involves no injustice or breach of contract towards his landlord.—The Lord Chancellor of Ireland (O'Hagan), said the consent of the Court as already provided was enough.—Lords Cairns, Salisbury and Oranmore supported the amendment. Lord Westbury, the Lord Chancellor, the Duke of Argyll, and Lord Lansdowne, opposed it.—Reserved for consideration in the report.—Clause 2 agreed to, subject to consideration of the amendment in clause 1. Clause 3 (Compensation in absence of custom). An amendment by the Duke of Richmond that the highest scale of compensation should only be given to tenants under £4, instead of £10, and that the amended scale should be —£4 and under, seven years' rent; from £4 to £10, six years'; from £10 to £20, five years'; from £20 to £40, four years'; and the rest according to the Government scale, was carried by a majority of 92 to 71.—Debate adjourned.

HOUSE OF COMMONS.

June 17.—*Unemployed Labour.*—Mr. McCullagh Torrens drew attention to the want of employment last winter and feared a recurrence. He wished the question to be considered apart from poor-law and pauperism. He wanted the Government to establish an office where every working man who produced £3 might procure a ticket which would take him to Canada or Australia. The adoption of such a scheme would tend more than anything else to knit together the different portions of the Empire.—Lord G. Hamilton seconded.—Debate adjourned.

June 20.—The *Stamp Duty on Leases Bill* was read a third time and passed.

The *Bridgwater and Beverley Disfranchisement Bill.*—The Lords' amendment considered and agreed to.

The *Sale of Poisons (Ireland) Bill* was recommitted.

The *Dividends on Stock Bill* passed through committee.

The *Salmon Acts Amendment Bill* was read a third time and passed.

June 21.—*Bishops in Parliament.*—Mr. Beaumont moved for leave to bring in a bill to relieve the bishops from their attendance in the House of Lords.—Mr. Locke King seconded the motion.—Mr. Gladstone opposed it.—Leave was refused by a majority of 158 to 102.

Municipal Franchise (Ireland) Amendment Bill.—Mr. W. Johnstone introduced a bill to alter and amend the law relating to the municipal franchise in Ireland.

June 22.—The *Capital Sentences (Court of Appeal) Bill.*—Sir G. Jenkinson, moved the second reading. The bill was limited to cases of persons convicted of capital offences where the judge certified for an appeal in the event of his being satisfied upon affidavits either that some facts not brought forward at the trial might, if proved, have obtained an acquittal of the prisoner; or that some facts exculpatory of the prisoner had been discovered since the trial, which, if proved at the trial, might have affected the verdict. He intended to add a third proviso, to the effect that an appeal should lie if the judge were of opinion that circumstances rendered it questionable whether the extreme penalty of the law ought to be carried out. The appeal of a murderer ought to be made to a public tribunal, and not the to Home Secretary. In support of this view he quoted the opinions of Sir F. Pollock given before the Criminal Law Commission. Mr. J. D. Lewis moved that the bill be read that say six months. The question, if dealt with, should be dealt with by the ministry. It was not a new one; it had been brought forward in 1844 by Mr. (now Lord Chief Baron) Kelly; in 1848, by Mr. Ewart; and in 1860, by the member for Wexford; when the late Sir G. Lewis made a most exhaustive speech on the whole subject. Besides this, it had been considered by a committee of the House of Lords in 1848, and incidentally by the Capital Punishment Commission, which reported in 1866. Lords Lyndhurst, Denman, and Brougham had declared against it. A written letter was addressed to all the then existing judges for their opinion on the matter, and every single answer was opposed to it. So in 1864, Lord Wensleydale, Mr. Baron Martin, and Sir G. Grey gave their opinion unanimously that such an appeal would be mischievous. The bill was totally unworkable. How was it possible to constitute a court within the conditions prescribed by the bill? Where were the expenses of the appeals to come from? Besides, after all, according to the last clause of the bill, the appeal must ultimately come to the Home Secretary, who would have to decide the case, after two bad trials instead of one good trial.—Mr. Bristowe supported the amendment, because the proposed new tribunal would have nothing more to do than what was done by the Home Secretary at present.—The Attorney-General said the bill failed to grapple with a difficulty which had never yet been grappled with, and that was the difficulty, if a new trial was allowed in criminal as in civil cases, of not allowing it to both parties. The practical effect of the machinery provided by the bill in respect to the constitution of the Court would be to cause great delay in the execution of the sentence, as some of the proposed judges might not be able to attend for a long time after being summoned, and then, after that delay, people would say that it was too late to hang the convict, and, at any rate, capital punishment ought not to be abolished by a side wind of that kind. Assuming, however, that the new Court assembled in good time, still it had not the power to institute a new trial in a regular way before a jury, but could only enter upon a new investigation of a bastard description unknown to the law; and the new Court was afterwards to report to the Queen as to a free pardon, or commutation of the sentence, or otherwise as it might deem right. In fact, the bill placed the judges of the new Court in the position of the Home Secretary, and made them the advisers of the Crown; and here a constitutional objection arose, because it was a constitutional principle that the executive and judicial functions should be kept distinct. Under the existing system the Crown was advised by the Home Secretary as to the exercise of the prerogative of mercy, and the Home Secretary was responsible to Parliament for the advice given. The bill was, therefore, open to the further objection that it made the advisers of the Crown, in respect to the exercise of the prerogative of mercy, a body not responsible to Parliament. At the same time the bill did not relieve the Home Secretary from the duty of advising the Crown in that matter, for that high functionary would still be, after the passing of the bill, as powerful as ever, and might give the Crown whatever advice he pleased with regard to the commutation of capital sentences. The bill was an ill-considered attempt to deal with a complicated subject.—Mr. Lopes said the principle was bad and the machinery, if possible, worse.—Mr. Bruce commented on the defects of the bill.—The amendment was then agreed to, and the bill rejected.

The *Lodgers' Goods Protection Bill* was read a second time.

The *Joint Stock Companies Arrangement Bill* was read a second time.

The *Mortgages (No. 2) Bill* and the *Mortgages (No. 2) Stamp Duty Bill* passed through committee.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF MISSOURI.

May 2.—*Schlafroth* v. *Ambs and Wife.*

Married Woman's Separate Property—Liable in Equity for her Debts.

CURRIER, J.—The competency of a married woman to bind her separate property, by giving notes and other obligations, can no longer be regarded as an open question in this State, however unsettled the doctrine may be elsewhere. As to her separate property, she is here regarded as a *feme sole*, and, as to that, competent to make contracts, which a court of equity will enforce, not against her personally, but against her separate estate; and not only so, but the contract itself, as, for instance, a promissory note, is evidence of her intention to charge such property. It is sufficient *primâ facie* evidence to establish the existence of such intention, without the introduction of other proofs.

We deduce from the authorities the following conclusions :—

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1. That a *feme sole* may acquire by purchase, as well as by gift, a separate estate, and that, too, through a deed directly to herself, without the intervention of trustees, and that such separate estate will be protected, in equity, against the marital rights of an after-taken husband, who shall acquiesce in the arrangement, and allow his wife to manage and control the property as her own, notwithstanding the marriage.

2. That equity will also subject such estate to the payment of her debts and obligations. When she joins in the execution of a note, it will be inferred that she intended thereby to charge her separate property, without further proof, in the first instance, of such intention. Equity protects the separate interests of a married woman against the claims of her husband and his creditors, but not against the just claims of the creditors of the married woman herself. On the other hand, as already suggested, it will subject such property to the payment of her own debts, and vindicate the rights of those with whom she contracts.

The further point is made that it does not sufficiently appear that the plaintiff has exhausted his legal remedies against the husband, who is a joint maker of the note which is sought to be made good out of his wife's separate estate. The petitioner avers that he has no property whatever, and that fact is admitted by the demurrer. It is not at once perceived what legal redress a creditor can have against a debtor who is destitute of all means of payment. However that may be, this is not a case where the doctrine in regard to the exhaustion of legal remedies applies. This is an equitable proceeding to subject the separate estate of Mrs. Ambs to the payment of her note, by the execution of which she is presumed to have intended a charge upon such separate property. As against this property the plaintiff had no legal remedy. The jurisdiction of chancery to subject it to the payment of her debts is in no way dependent upon antecedent legal proceedings of any kind. The plaintiff never had any legal remedy against Mrs. Ambs or her property. His first and only remedy was in chancery.

CONSTANTINOPLE.

Supreme Consular Court.

(Before Sir Philip Francis, Knt., Judge.)

May 23.—*In re Poscher* v. *Valsamachy.*

Personal Liability of Practitioners.

In this case Mr. M'Coan, barrister, the plaintiff's advocate, had given an undertaking to pay into court a sum of £20 on account of the defendant's costs in the action. An order had been made by the Court calling on Mr. M'Coan to pay this sum, the order being endorsed in the usual manner with a memorandum to the effect that if the order were disobeyed he (Mr. M'Coan) would be liable to an execution levied on his goods. Mr. M'Coan had obtained a rule *nisi* calling on the plaintiff to show cause why this order should not be set aside.

Mr. Harvey (solicitor), the defendant's advocate, now showed cause against the rule. He argued that in that court there was no distinction between barristers and attorneys or solicitors; consequently Mr. M'Coan was personally liable on the undertaking given in this case, and the case was exactly that of an attorney, who by the English law was liable to attachment if he disobeyed an order of Court. He cited *Re M'Dermott*, L. R. 1 P. C. 267; Patterson on Common Law (ed. 1857), 1243, 1244; *Re Wallace*, 15 W. R. 533.

Mr. M'Coan, *contra*, said that he opposed the order as a matter of principle. He admitted that he himself, like other barristers practising in that court, practised both as barrister and attorney; but he contended nevertheless that the distinction between barrister and attorney was not lost, and that consequently he, as a barrister, incurred no personal responsibility on any undertaking given on behalf of his client.

The Judge.—We have to decide a point which I thought had been by the practice of this court already decided, but of which probably we have no record, and that is the position of practitioners in this court. It is urged that, an attorney practising as a counsel and a counsel practising as an attorney, they have both the same liabilities and the same advantages. Now, I have no doubt whatever that the practice has been for practitioners here to be in the same position whether they are attorneys or counsel. It would be impossible to carry on the business of this court with the limited bar we have if that rule, which obtains in the colonies and elsewhere, were not adopted. It has been adopted, and with very beneficial results; and for the first time I now hear to-day that a barrister-at-law making an engagement in court or in chambers is in a different position to an attorney who had made a similar engagement. I wish, therefore, to repeat distinctly what I said before, when the rule *nisi* was obtained, that barristers and attorneys have in this court, and must have from the nature of things, the same liabilities and the same duties. We know perfectly well what the distinction is between these two divisions of lawyers in England and Ireland—a division of duties which works well there, but which would not work well here—which could not work well here. Barristers out here perform all the functions of attorneys. They take out summonses, take the evidence of witnesses, pay fees, and do all those things which are usually done by attorneys and attorneys' clerks in England, and that without the slightest degradation or derogation to their character. In the same may we listen to solicitors practising in this court with the same deference and the same pleasure that we do to learned counsel, and there is no distinction whatever between the two orders of the profession which I have ever heard made in this court, or which I am inclined to make in this court, unless instructed from higher quarters. Then we come to the real question of fact. . . . If such an engagement had been made by an attorney—by Mr. Harvey, or any other gentleman practising here as an attorney—there could not be a doubt for one moment that he would have been held personally responsible for its fulfilment. I do not think it would have been attempted to have disputed it. As I have already said, the position of a barrister and an attorney in this court is the same. It appears to me an inevitable conclusion that practitioners in this court, whether barristers or solicitors, making such an engagement, must be held to it. There was nothing offensive as coming from this Court in insisting on such a course. It is due to the Court, it is due to the rest of the practitioners, it is due to the public. The only thing I am astonished at is that what I conceive to be such a well-recognised fact as that of the merged condition of the character of attorney and counsel in this court should be now disputed, and that after such an arrangement in my chambers with me, and such an undertaking publicly made in court afterwards, the matter should be disputed at all. I insist, therefore, upon the original order being carried out, because I think it is due to the Court, due to the practitioners of this court, whether counsel or attorneys, that as a matter of justice such an engagement made in such a way should be carefully, faithfully, and anxiously fulfilled. Therefore this rule will be discharged.

Rule *nisi* discharged accordingly, and with costs against Mr. M'Coan.

(Abridged from the *Levant Times*.)

OBITUARY.

MR. J. A. DORANT.

Mr. James Annesley Dorant, solicitor, of St. Albans, Herts, died at Abbey Cottage on the 1st of June, at the age of eighty years. He was certificated in 1813, and for upwards of half a century served as Deputy Clerk of the Peace for the county of Herts and liberty of St. Albans; he was also clerk to the commissioners of taxes for the hundred of Cashio.

MR. R. G. TUCKER.

Mr. Richard Grant Tucker, solicitor, died at St. Peter-street, Tiverton, on the 12th June. He was admitted in Michaelmas Term, 1840, and filled the office of clerk to the land, assessed, and property tax commissioners of Tiverton, which office becomes vacant by his death. He was also vestry clerk and clerk to the burial board, and acted as agent to the Imperial Fire and Life Assurance Company.

MR. J. ANDREWS.

Mr. John Andrews, a retired solicitor, of Modbury, Devonshire, died at that place on the 12th of June, at the advanced age of 83 years. He retired from practice several years ago, but continued to take an active interest in the local affairs of Modbury, in which and the neighbouring parishes he owned considerable property. On his retirement, he was succeeded in his practice by his son, Mr. Richard Andrews.

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MR. D. D. KEANE, Q.C.

Mr. David Deady Keane, Q.C., Recorder of Bedford, died on the 20th of June, in the sixtieth year of his age. He was educated at Trinity College, Cambridge, and afterwards proceeded to the German University of Göttingen, where he graduated Ph. D. in 1831. He was called to the bar at the Middle Temple in June, 1835, and soon after joined the Norfolk Circuit. Mr. Keane first acquired a reputation for his knowledge of the law relating to the constitution, powers, and duties of parochial and other local bodies. He was a revising barrister on this circuit from 1856 till 1863, and became Recorder of Bedford in July, 1861, in succession to Sir Richard Couch, appointed to a judgeship at Bombay. In early life he was a Parliamentary reporter, and after being called to the bar he acted as reporter in the Court of Queen's Bench. He published several legal works, among which may be mentioned "A Collection of all the Statutes and Parts of Statutes now in force relating to Gaols and Houses of Correction in England and Wales," "The Nuisances Removal Acts for England and Wales, with Analysis, &c.;" and "Reports of Cases in the Common Pleas on Appeals from the Decisions of the Revising Barristers from 1854 to 1862." In July, 1865, he unsuccessfully contested Beverley. Mr. Keane married, in 1849, Julia, youngest daughter of Dr. Marshall, by whom he had one son and three daughters.

MR. THOMAS DARWELL.

We printed last week a short notice of the lamented death of this gentleman. We now extract from the *Manchester Courier* the following obituary, written by an intimate friend of Mr. Darwell:—"Mr. Darwell was a native of this city (Manchester). He was of an old Manchester family, and an account of his father and grandfather, the former of whom was educated at the Manchester Free Grammar School, will be found in the second volume of the Grammar School Register, published by the Chetham Society, p. 61. Mr. Thos. Darwell, the second son of his father, was educated for the legal profession, under Mr. Bellenden Ker, as conveyancer, and Mr. Joseph Brown, Q.C., as special pleader, and was admitted as an attorney in 1840. He became in the same year a partner in the firm of Cooke & Beever, in which he had served his articles of clerkship—an office of old standing in Salford, and which may be traced back, we believe, through a regular professional succession for a period of upwards of a century and a-half. It was subsequently removed to Princess-street, and later to John Dalton-street, the existing firm being Beever, Darwell, & Taylor. Mr. Darwell's professional acquirements, sound practical sense and judgment very soon gave him a distinguished position as a solicitor, and established a basis of general confidence with all who employed him, which was never shaken or impaired during his life-time. He devoted himself unremittingly to the business of his clients, and allowed no consideration to interfere with the discharge of his duties in connection with the varied and very important interests which he was called upon to watch over and attend to. The patient, orderly, and systematic manner in which he transacted business, and the quiet self-possession and intelligence which he uniformly displayed—never saying one word more than was strictly necessary in its progress—all those who were brought into contact with him will well remember. There may have been solicitors of more brilliant talents, of larger mental cultivation, and of more profound legal learning, but it may be doubted whether there has been one in this locality in whose integrity, discretion, tact, and good sense a stronger reliance has been felt. He was, in fact, made to be trusted. Accordingly he was placed in situations of high responsibility, to fill which well qualities of no ordinary kind are required, and he never disappointed expectation. He succeeded Mr. Cooke as the adviser, on behalf of the firm, of the feoffees of Chetham's Hospital, by whom he was much valued and respected; was the secretary and receiver to Hulme's trustees, being appointed in October, 1841, and occupied other situations of like character and importance, besides superintending the management of large estates of private clients. By all whose professional interests he attended to will his loss be felt, and personally and socially his departure will cause deep and sincere regret. Though not an active politician—for he devoted himself entirely to his profession—he was a consistent Conservative, and an attached member of the Church of England. In private life his habits were retiring and unobtrusive, but no one enjoyed more the society of a few select friends when the exacting calls of business allowed him an opportunity. Kindly in disposition and disposed at all times to assist others he was never wanting in counsel and sympathy, and he was liberal and charitable, without parade or ostentation, to an extent of which only those who were on the most intimate terms with him could form any idea. Mr. Darwell had for some time been suffering under an insidious complaint, which he had attempted to subdue by temporary absence from home and relief from the cares of business, but on his return he sunk under it on the 13th instant, at the comparatively-speaking early age of 53. He was a bachelor, and his nearest relations are nephews and nieces. . . . . It may be added, in conclusion, that Mr. Darwell was some time comptroller of the Chancery Court of Lancashire, a director of the Manchester Exchange, and a trustee of Owen's College. He has left legacies in his will to the Solicitors' Benevolent society, of which he was a member, and to the Manchester Law Clerks Friendly Society. He was a member of the Manchester Law Association, and the Metropolitan and Provincial Law Association." The legacies are £90 free of duty to each society.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 29th, at eight p.m., precisely, when Mr. John Finlaison will read a paper on "The law of intestate succession to real estate." Mr. George Sweet will preside.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Michaelmas Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ALLEN, JAMES MASON—David W. Heath, Nottingham; and G. L. P. Eyre, 1, John-street

BAKER, THOMAS WATKINS—William Charles A. Williams, Monmouth

BELLYSE, FREDERICK—Frederick C. H. Bellyse, Audlem

BLASHFIELD, EDWARD—John G. James, Hereford

BLOCK, WILLIAM CHANDLER—Benjamin P. Grimsey, Ipswich

BOWNASS, JOHN TITTERINGTON—John H. Taylor; and John Fisher, Windermere

BOYS, TOKE HARVEY—Boys & Son, Margate; and Druce & Co., 10, Billiter-square

BRADLEY, ALFRED MATTHEW—Henry Barker, Huddersfield

BROUGHALL, ROBERT—Henry Davies, Oswestry

BROWNE, GEORGE RICHARD—James A. Wild, 10½, Ironmonger-lane

BROWNE, LEONARD DRAGE—John William H. Crane, Cambridge

BUNTON, EDWARD FRESTON—William Gribble, 12, Abchurch-lane

CAMPBELL, JAMES CHARLES—George William R. Wainwright, 9, Staple-inn

CANT, EDWARD—Edmund L. Pugh, Worcester

CARLYON, ALEXANDER KEITH—Edmund Carlyon, St. Austell

CHAPMAN, STANLEY—Thomas Goffey, Liverpool

COLLINS, JOHN THOMAS FRANCE—James B. May, 67, Russell-square

COOKE, JOHN HENRY—John Cooke, Over

COPPOCK, OLIVER—Henry Coppock, Stockport

CORY, HENRY—John Glyde; and William Glyde, Yeovil

COX, EDWARD GORDON—Andrew A. Collyer-Bristow, 4, Bedford-row

COX, THOMAS ALFRED—Willoughby & Cox, 13, Clifford's-inn

CRIPPS, EDWARD, Jun.—John Ingram, Steyning

DAVIES, EVAN—William R. Smith, Swansea

DAY, FREDERIC—Robert J. Crosse, South Molton

DEARDEN, CHARLES FREDERICK—Henry Taylor, Manchester

DICKINSON, JOHN—James Brockbank, Whitehaven

DIXON, ALFRED GILL—William Moordaff, Cockermouth

DOWNES, EDWARD—Arnold William White, 12 Great Marlborough-street

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EKING, WILLIAM GEORGE—Francis Burton, Nottingham
ESSERY, ALBERT—John Henry Clifton; George L. King; and William Plummer, Bristol
EWING, JOHN DUCKER—Joseph Bridgman, Chester
FAREBROTHER, FRANCIS EDWIN ESSINGTON—William D. H. Oehme, 221, Gresham-house
FIDLER, WILLIAM ANTHONY—John Nanson, Carlisle; and Walter B. James, 23, Ely-place
FRANKLIN, SAMUEL—Weston J. Sparkes, Crediton
GOSSET, MONTAGUE CALLAWAY—Montague Gosset, 4, Coleman-street
GREAVES, BENJAMIN—Benjamin Burdekin, Jun., Sheffield
GREGSON, FREDERIC—William Gregson, Rochford
GRIFFITH, WILLIAM NEWLING—William Griffith, Dolgelly; and Chas. Wilkin, 10, Tokenhouse-yard
GURDON, VERO WILLIAM—John Frederick Robinson, Hadleigh
HANNAN, JAMES—Charles Edward Bretherton, Birkenhead
HANNE, THOMAS ARUNDELL—Richard N. Howard, Weymouth
HARBIN, CHARLES ORTON—Peter T. Harbin, 12, Clement's-inn; and Stephen Camp, 12, Paternoster-row
HASLEWOOD, EDWARD WILLIAM, Jun.—Edward Wm. Haslewood, Bridgnorth; and Frederick Turner, Aldermanbury
HELLARD, EDWIN—Charles B. Hellard, Portsmouth
HICKMAN, WILLIAM JOHN—William Hickman, Southampton
HILLMAN, EDWARD—George P. Hill, Brighton; and Charles A. Emmet, 14, Bloomsbury-square
HODGKINSON, ROBERT—Grosvenor Hodgkinson, Newark-upon-Trent
HOLCROFT, THOMAS WILLIAM—William F. Holcroft, Sevenoaks
HUGHES, ARTHUR JOHNSON—Hugh Hughes, Aberystwith
ISAACS, JOHN, Jun.—John P. Murrough, 11, Great James-street
JACKMAN, EDWIN—Francis W. St. Barbe, Lymington
JAMES, EDWARD NUGENT—James T. Bullock, Purton, near Swindon
JONES, CHARLES—William P. Yearsley, Welshpool
JULIAN, WILLIAM—George Eaton, Kingston-upon-Hull
KINCH, WILLIAM—Thomas E. Kinch, Deddington; and George Badham, 40, Queen-street
KNOTT, ALFRED—James Edward Underhill, Wolverhampton
LARRON, THOMAS, Jun.—John Proud, Bishop Auckland
LEE, HARRY WILMOT—Thomas Bolton, 2, Broad Sanctuary
LEWIS, EDWIN JAMES—Charles Carne Lewis, Brentwood
LEYSON, ROBERT THOMAS—Jas. Kempthorne, Neath; and Alfred Anstie, 55, Lincoln's-inn-fields
LUCAS, CHARLES—Joseph Vines, Newbury
LYNDE, WILLIAM ALFRED—Charles Aston, Manchester
MACKRELL, HENRY PERCEVAL—William Thos. Mackrell, 25, Abingdon-street; James S. Hargrove, 3, Victoria-street; and William B. Tarrant, 2, Bond-court
MARFLEET, JOHN—Charles Adderley, Longton
MARTIN, PHILLIP—Meaburn S. Tatham, 3, Frederick's-place
MCMILLAN, ROBERT—Robert B. Peren, South Petherton
MILLS, THOMAS CHARLES—H. S. L. Hussey, 10, New-square; and Chas. Meredith, Jun., 8, New-square
MORRIS, CHARLES EDWARD—Lewis Morris, Carmarthen
NELSON, JOSEPH DUNN—Edmund Whitworth, Manchester; C. Fiddey, 3, Harcourt-buildings, Temple
NEWBORN, GEORGE—Thomas Taylor, Epworth
OLLARD, SIDNEY—William L. Ollard, Wisbeach; and Henry Nicholson, 25, College-hill
PACY, GEORGE—Thomas William Denman, East Retford
PAGE, SAMUEL WELLS—J. Hunt Thursfield, Wednesbury; T. C. Fawcett, 6, Lincoln's-inn-fields
PARROTT, WILLIAM ROSE—John Parrott, Stony Stratford
PARTON, JOHN—Samuel George Johnson, Faversham
PEARSE, JOHN PETHERBRIDGE—Thomas H. Gill, Devonport
PECKHAM, WILLIAM—Robert Peckham, Tottenham
PETER, APSLEY PETRE—Richard Peter, Launceston; and Robert W. Childs, Coleman-street
PHILLIPS, GEORGE HERBERT—Samuel Hall, Bacup
PLACE, WILLIAM GORDON—James Bouskell, Leicester
PLANT, EDWARD HENRY—Benjamin Evans, Newcastle Emlyn
PORRETT, DAVID HUNTON—Henry Turnbull, Scarborough
PRITCHARD, THOS. HENCHMAN—Henry Devereux Pritchard, Painters' Hall
RICHARDSON, THOMAS FOULDS—William Tilby, Lancaster
RICHARDSON, HENRY—James P. Shepherd, Penrith
RICKETTS, LOFTUS HERBERT—James R. Bramble, Bristol
RODGERS, CHARLES, jun.—Charles Rodgers, sen., New Sleaford
ROOPER, GEORGE FREDERICK—George Rooper, 26, Lincoln's-inn-fields
RYE, FRANCIS—Edward Rye, 16, Golden-square.
SAINSBURY, GEORGE EDWARD—Thomas W. Gibbs, jun., Bath; Thomas W. Gibbs, sen., Bath; and James Pilgrim, Church-court, Lothbury
SANDFORD, HENRY—Samuel Potter, 36, King-street
SENIOR, JOE—John Tyas; and George Harrison, Barnsley
SHACKLOCK, THOMAS HARVEY—Thomas H. Shacklock, sen., Carlton-upon-Trent; Henry M. Burt, Carlton-upon-Trent; and John Cutts, Chesterfield
SHEPHERD, ALGERNON HENRY—James Stilwell, Dover
SIMPSON, JOHN FLETCHER—David William Heath, Nottingham
SMITH, GEORGE THOMAS—Charles Hugh Edwards, Birmingham
SMITH, HENRY OKE—Francis Edward Smith; and Francis Edward Smith, Crediton
SMITH, RADCLIFFE WILLIAM—William Radcliffe, Liverpool
SMITH, SEDDON BOWMAN—Evans & Lockett, Liverpool; Neal & Philpott, Great Knightrider-street
SMYTHE, HENRY GERALD—Bransby William Powys, 38, Russell-square
SOUTHALL, HORATIO WILLIAM—Francis Adams and Horatio Southall, Birmingham
SOUTTER, HENRY OLDHAM, B.A.—Frederick Weatherall, 7, King's Bench-walk
STANDLEY, FREDERICK WILLIAM—William Henry Tillett, Norwich
STANNARD, RICHARD—William James Scott, 92, and 93, Fleet-street
STENNING, FREDERICK STOVELD—Joseph Jackson, Devizes
STEVENS, GEORGE ALDEN—Henry Blake Miller, Norwich
STROUD, CHARLES—Charles Richard Norton, Salisbury; and Geo. L. Cowley, Nottingham
TALLENTS, GODFREY, jun.—Godfrey Tallents, Newark-upon-Trent
TAYLOR, THOMAS RICHARD—Maskell W. Pearce; and Thos. F. Taylor, Wigan
TERRY, JOHN FREDERIC—John Terry, 13 and 14, King-street
THURMAN, ABBOTT—Frederick William Parsons, Nottingham
TYSON, EDWARD THOMAS—Silas Saul, Carlisle; and Edward Tyson, Maryport
VINING, CHARLES PORTMAN—William & A. Brittan; and William Brittan, Bristol
WADE, EDWARD FRY—William Woolfryes, Banwell
WADSWORTH, WILLIAM—Henry Wadsworth, Millbridge
WALFORD, LIONEL NICOLAS—Herbert H. Walford, 27, Bolton-street; and Bartle J. L. Frere, 28, Lincoln's-inn-fields
WALKER, EDWARD ROBINSON—Jno. Jas. P. Moody, Scarborough; and Robert Rowell, Manchester
WALLER, WILLIAM THOMAS—William Henry Waller, 2, Duke-street, Adelphi
WALLER, ROBERT PRETYMAN—Edward M. Beloe, King's Lynn; Wm. G. Coulton, Dudley; and Robert Hart, Chancery-lane
WARBURTON, FRANCIS—Richard Heaton, Burslem
WARNER, WILLIAM HENRY—John P. Aston, Manchester
WATKINS, THOMAS, Jun.—James Gilbert Price, Abergavenny
WEEDING, THOMAS WEEDING (late Thomas Weeding Baggallay)—Frederick Turner, 68, Aldermanbury
WILLIAMS, THOMAS CHRISTOPHER—Walter D. Davies, Sherborne-lane
WILLIAMS, WELLINGTON—John Fredk. Young; and Robt. R. Nelson, 6, Frederick's-place
WILLIS, CHARLES—John McMillan, 39, Bloomsbury-square.
WILSON, JOHN HENRY—Thomas F. Inman, Bath.
WINTER, EDWIN—William Henry Ashurst, General Post Office.
WOODGATE, ERNEST—Wm. Woodgate, Raymond-buildings; and Henry W. Purkiss, 1, Lincoln's-inn-fields.
WOODMAN, THOMAS BENJAMIN—William & Benjamin Woodman, Morpeth.
WOODWARD, HARRY—Jno. H. J. Woodward, March; and H. W. Ravenscroft, Great James-street.
WORTHINGTON, CHRISTOPHER—John E. Ward, Congleton.
YIELDING, CHARLES WILLIAM TOWNLEY—James Townley, 2, Gresham-street.

In Michaelmas Term, 1870, *pursuant to judges' orders.*

ARGYLE, THOS., jun.—Thomas Argyle, Tamworth.

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BARNARD, JAEL MORRIS—Henry A. De Medina, 3, Primrose-street; and Joseph Smith, 3, Arbour Cottages, Stepney.
CADDICK, FRANCIS—Edward Caddick, West Bromwich.
DIMOND, CHAS. BAKER—Chas. Jno. Dimond, 16, Henrietta-street, Cavendish-square.
FLEET, AUGUSTUS—Henry A. Deane, 14, South-square.
HARRIS, ALEXANDER—Edward Lewis, 22, Great Marlborough-street; and Edward T. Lewis, 1, Albany-court-yard.
HEARFIELD, THOS. WARD—John Hearfield, jun., Kingston-upon-Hull.
JOHNSON, GEO. WILLIAM—Geo. D. Stibbard, East India-avenue.
JONAS, JOHN HENRY—William N. Finch, 14, Clifford's-inn; and Henry Dyte, 6, King's Bench-walk.
PRIDMORE, RICHARD—Geo. Ashley, Frederick's-place, Old Jewry.

In Michaelmas Vacation, 1870.

MATON, LEONARD JAMES, B.A.—John Mackrell, 21, Cannon-street.
MILLS, HARRY—J. B. Shepherd, Stourbridge.
PEARSON, THOMAS FRANCIS—James Gray, Whitby.
PIESSE, FRANCIS EDMUND—S. P. Freeman, 35, Coleman-street; and F. C. Piesse, 15, Old Jewry.
SWAYNE, WILLIAM HENRY—C. E. Deacon, Southampton.
WARD, BENJAMIN—N. G. Ravenor, Witney.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.

Whereas, it is proper that the accounts kept by the Accountant-General of this court should be examined and compared, in order to settle the same, and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Friday, the 19th day of August next, to Friday, the 28th day of October next inclusive, excepting upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books kept at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this Court, be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order and request or registrar's certificate be left at his office on or before Saturday, the 6th day of August next; and that no order for payment of any money out of court which may then be in court be received in the Accountant-General's office after Tuesday, the 9th day of August next, provided nevertheless that the office of the said Accountant-General shall be open on Friday, the 7th, Saturday, the 8th, and Monday, the 10th days of October next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which have become payable prior to or during the closing of the office aforesaid. And to the end that the suitors may have notice hereof, and apply to the court as there shall be occasion to have money paid to them out of the bank, or stocks or annuities transferred to them before the 19th day of August next, I do order that this order be entered and set up in the several offices of this court.

HATHERLEY, C.

CAUSE LIST.

Sittings after Trinity Term, 1870.

Before the LORD CHANCELLOR and Lord Justice GIFFARD.

Appeals.

The City Bank v Luckie pt hd (S.—Feb. 22)
Wilkinson v Lindgren pt hd (R.—Mar. 9)
Hughes v Seanor (J.—Mar. 12)
The Masons' Hall Tavern Co. (Limited) v Nokes (R.—Mar. 19)
Clemow (Pauper) v Geach (J.—March 22)
Bourton v Williams (S.-Mar. 23)
The Land Credit Co. of Ireland (Limited) v Lord Fermoy (R.—Mar. 23)
Earl Vane v Rigden (M.—Mar. 24)
Mc Crea v Holdsworth (J.—Mar. 25)
Thomson v Simpson (S.—Mar. 25)
The Merchant Banking Co. of London (Limited) v Maud (J.—Mar. 28)
Bulteel v Plummer (M.—Mar. 28)
Prees v Coke (J.—Mar. 31)
Marine Investment Corporation v Haviside (J.—April 1)
Molesworth v Molesworth (R. April 6)
Dugdale v Meadows (J.—April 7)
Chillingworth v Chillingworth (S.—April 16)
Boyle v. Robinson (M.—April 16)
Oakley v Wood (M.—April 20)
Cooper v Cooper (S.—April 21)
Weston v Weston (R.—April 21)
Tennant v Trenchard (J.—April 23)
Denny v Hancock (M.—April 26)
In re Bosworthen and Penzance Consols United Mining Co. (Limited) and Companies Acts, 1862 and 1867, appl petn from the Vice Warden of the Stannaries (April 28)
In re The Same (ditto)
Dicconson v Talbot (S.—May 3)
Forester v Read (S.—May 4)
Dean v Bennett (J.—May 6)
Alexander v Mills (R.—May 7)
Wildes v Dudlow (M.—May 9)
Grand Junction Canal Co. v. Shugar (R.—May 10)
Crickmore v Freestone (R.—May 13)
Imperial Mercantile Credit Association (Limited) v Coleman (M.—May 17)
Same v Same (M.—May 17)
Mawson v Fletcher (R.—May 30)
Bayspoole v Collins (R.—June 1)
Edwards v Smith (R.—June 1)
Jegon v Vivian (R.—June 3)
Watts v Kelson (R.—June 7)
Davies v Price, Acraman v Price (J.—June 8)
In re The Agriculturist Cattle Insurance Co. & J. S. Winding-up Acts, 1848, 1849 and 1857 (Bush's case) appl motn (R.—June 7)
Hopgood v Parkin (R.—June 9)
Mack v Postle (S.—June 10)
Bent v Cullen (J.—June 11)
Caldwell v Cresswell (M.—June 11)
Hazell v Barker (M.—June 20)

Before the MASTER OF THE ROLLS.

Causes, &c.

Atherley v. The Isle of Wight Ry. Co. and City Bank m d (not before July 2)
Clarke v Tanner c, w (July 7)
Lloyd v Thomas m d, witnesses before examiner
Cheeseman v Price, Price v Cheeseman f c & five sums, pt hd (June 28)
Brown v Stoneham f c
Fisher v Melles m d (1st cause day)
Joyce v Howard c, w
Clark v Revill c, w (S.O.)
Fretwell v Haines m d (not before June 24)
Winder v Wilson f c (1st cause day)
Cameron v Campbell c, wit
Cameron v Pascoe c, wit
Blunt v Blunt m d, pt hd (1st cause day)
McDonald v Mackenzie m d
Spiking v Gainsford m d
Jesshop v Tickel m d
Cocks v The Bishops Waltham Ry. Co. m d
Gilliat v Gilliat f c
Maclaren v Stainton f c & two sums (July 1)
Gorely v Gorely f c
Taylor v Brown f c
In re Emsley's Estate, Williams v Williams, Druce v Williams f c
Dawson v Dawson m d
Mullings v Trinder m d
Polehampton v Reily m d
Barker v Challenger f c
Gilchrist v Gilchrist m d
Rose v Rogers c
Bagshaw v Gibson m d
Bell v Blyth f c
Graham v Teall f c
Hall v Rawlins c
Rushworth v Furniss m d
Newbery v The Commissioners of H.M. Works and Public Buildings f c
Haydon v Rose f c
Nind v Vicary f c
Webber v Hart m d
Berger v Dobinson f c
Barrett v Mulberry f c
Thomas v Ellis f c
Collard v Collard f c
Potter v The Tottenham and Hampstead Junction Ry. Co. m d
Davies v Brittan c
Davies v Saunders m d
Herbert v Powell m d (short)
Forster v Ellsmore m d (short)
Wolff v Bell m d
Ardley v The Parish of St. Pancras m d
Bryant v Hamilton f c
Morris v Edmunds f c
Coulson v Walker f c
Smith v Britton m d (short)
Shaw v Shaw m d
Stephenson v Hooper f c
Summers v Liddon f c (short)
In re Jane Millett's Estate, Edmonds v Millett f c
Sawyer v The Peterborough Gas Co. c
Barnes v Duff m d (short)
Coller v Alldridge m d
Davies v Parry f c (short)
Wolff v The London Bridge Buildings Co. (Limited) m d
Edwardes v Jones f c
Green v Green m d
Browning v Browning m d
Stubbs v Gilbert c
Haygarth v Lord Mostyn, Hagarth v Lord Mostyn f c
Pearce v Stone m d
Pickworth v Prance m d

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Catt v Tourle exons to ansr
Mills v The Northern Railway of Buenos Co. (Lmted) plea
Crook v Corporation of Seaford m d
Gibbs v Ross m d (June 29)
English v Nottingham c
Bulman v Stephenson m d (with Fenwick v Bulman) by order
Feltham v Turner c, w (June 29)

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Johnson v Jowitt f c
Dicks v Batten f c
Cowell v Acraman f c & s, pt hd
Pownall v Bockett f c
Cave v Holland f c
Lady Couper v Hamilton, Bart m d
Methuen v Hay m d
Brine v Brine c, w
Jones v Gillard f c
Bainbridge v Morgan f c
Nisbet v Miller f c & s
Johnson v Metcalfe f c
Barber v Barber m d
Bowman v Filbeck f c
Salkeld v Salkeld f c
Corner v Cursham m d
Nicholson v Wardropper f c
Johnstone v Withering f c
Webb v Baker c
Williams v Pearson m d
Palmer v Flowers m d
Finnis v Tuke m d
Walker v Cole f c
Ross v Gibbs m d (June 29)
Mills v Haynes m d
Earl v Earl f c
Dickinson v White m d
Ford v The Tottenham and Hampstead Junction Ry. Co. m d
Bartlett v Bovill f c
Hyde v The Attorney-General f c
Weller v Daniels c
Sargent v Newell f c
Acworth v Benton f c
Stebbing v Martin m d
Copping v Copping m d
Bird (pauper) v Bull c, wit
Thompson v Morgan c
Mullock v Matthews f c
Thomas v Putt f c
Chilton v The East London Ry. Co. m d
Wilson v Treasure m d
Broadbent v Williamson m d
Smith v Abraham m d
Westmorland v Holland m d
Major v Major m d
Holland v Wood m d
Brown v Wing m d
Ilderton v Marshall, Ilderton v Dutton f c
Gonner v Bumpstead f c & two sums
Batchelor v Heath m d
Browne v Collins m d
Hodson v Hodson m d
Austin v Cantle f c
Nightingale v Nightingale m d (1869.—N.—25)
Nightingale v Nightingale m d (1869.—N.—8)
Nightingale v Nightingale m d (1869.—N. 45)
Bowes v The Ecclesiastical Commissioners for England m d
Tyler v Yates m d
Young v Waters m d
Bell v Foster f c
Ford v Brown m d
Halfhide v Robinson c
Ormond v Ormond m d
Lewis v Broad f c
Fenwick v Bulman m d
Crosley v Ingham m d
Cameron v Forster f c
Day v Thomas c
Waller v The Tottenham and Hampstead Junction Ry. Co. m d (1st cause day)
Rowland v Bingley f c
Latham v Holden m d
Niblett v Niblett f c
Miller v Miller f c
Bailey v Milman c
Jones v Joynson f c
Keyes v Keyes f c
Bellamy v Holmes m d
Coltman v Gregory m d
Thomas v Williams m d
Blakeway v Partridge m d
Barlow v Pool m d
Frantzman v Mesher f c
Stamp v Stamp f c (1869.—S.—145)
Stamp v Stamp f c (1869.—S.—161)
Smith v Child c
Burridge v Burridge m d
The United Land Co. (Limited) v North m d
Petty v Willson f c
Llewelyn v David m d (short)
Brocklesby v Munn m d
Smith v Hughes m d (short)
Ladyman v Grave m d
Johnston v Johnston f c
Moysey v Stuart sp c
Allender v Philip m d
Champney v Burland m d
Woolicott v Sennett m d
Muschamp v Coombes m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Blake v Blake plea
Sorrell v Cook dem
The Oriental Inland Steam Co. (Limited) v The Secretary of State in Council dem
The International Bank (Limited) v Gladstone m d (wit before examiner)
Earl Beauchamp v Winn c, wit
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (June 28)
Shaw v Shaw c
Trevelyan v Attorney-Gen. c (not before July 1)
Toynbee v Humphries m d
Brown v Macnicol m d, pt hd (June 24)
Levinstein v Wenham c, evidence viva voce at hearing
De Witte v Denne c, wit
Thomas v Thomas m d
Lambe v Eames c
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Young v Druce m d
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d and pet
The North Eastern Ry. Co. v Watson c, wit (day to be fixed)
Wright v Pitt m d (June 29)
Heard v Pilley c, wit
Harrison v Humphreys c, wit (July 5)
Phillipson v Gibbon f c & sumns to vary
Thompson v Farndale m d
Wadeson v White m d
Simpson v Heaton's Steel & Iron Co. (Limited) m d
Forrest v Prescott s c
Richards v Traherne m d
Plumley v Brownlow f c
Small v Lowrey m d
Radmore v Gill m d
Ferrier v Jay s c
The London & South Western Bank (Limited) v Johnson m d
Simcoe v Vowler f c
Cadman v Shepherd s c
Jefferys v Marshall m d
Hepworth v Hepworth m d
Hunter v Walters m d
Curling v Walters m d
Darnell v Hunter m d
Roberts v Shearwood m d
Heasman v Pearse f c (not before July 5)
Lawson v The Tewkesbury & Malvern Ry. Co. m d. (June 28)
Key v Trafford m d
Jenkins v Lewis m d
Brown v Shaw f c (short)
Morgans v Roberts m d
Williams v Foster f c
Field v Smith f c
Wilson v Legh m d
Ryde v Marks m d
Barstow v Baldwin c, wit
Niven v Alcock m d
Whiting v Burke m d (wit before examiner)
Prichard v Prichard m d
Rutherford v Scott m d
The Esparto Trading Co. (Limited) v Johnston c (July 16)
In re Ann Hay deceased, Jackson v Jackson f c & petn
Clark v Henry m d
Rothery v Nelson f c
The Potteries, Shrewsbury & North Wales Ry. Co. v Minor m d
Francis v Wade m d
Sollory v Leaver c
Stayt v Shepard m d
Sheppard v Walter m d
Johnson v Jewell m d
Hale v Adams m d
Vaughan v Vaughan f c
Thornton v Lascelles m d
Watson v Brook m d (1st cause day)
Skinner v The Plumstead District Board of Works m d
Hollins v Taylor m d
Joseph v Hart c, wit
May v May m d
Williams v Hughes m d (not before June 30)
Phillips v Phillips f c
Ashworth v Munn m d
Arkcoll v Sears m d
Shipwright v Clements m d.
Elgood v Stephens f c
Saunders v Saunders m d
Austin v Dalzel c
Sherlock v Cole m d
Kennedy v Kennedy m d. (short)
Fletcher v Carr m d
Turner v Collins c
The Imperial Mercantile Credit Association (Limited) v Wilson m d
Ryves v Ryves s c
Sweeny v Kenny m d
The Alliance Bank (Limited) v The Xeres Wine Shipping Co. (Limited) m d
Knott v Knott f c
Bolding v Candy f c
Simonds v Cooper m d
Hutton v Robson f c
Moir v Liebig's Extract of Meat Co. (Limited) m d
Edwards v Lugar m d
Fletcher v Parker f c
Temple v The Midland Counties & South Wales Railway Company m d (short)
Westoby v Neale f c
Walker v Walker m d (short)
Herrick v Woods m d (short)
Pettit v Mourilyan f c
Shaw v Cooke c
Heywood v Wait m d
Wotherspoon v Currie m d
Cox v Tidey m d
Rowland v Milton c (short)

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Leigh v Leigh demr
The Metropolitan Bank (Limited) v Offord pl
Jackson v Ward pl
Pears v Laing m d (not before July 15)
Stamp v Anderson c (not before June 22)
Anderson v Stamp c
Betts v Gallais m d
Betts v Potts m d
Betts v Cleaver m d
Betts v Field m d
Betts v Brooks m d
Betts v Foster m d
Betts v Pratt m d
Betts v Stevenson m d
Betts v Smith m d
Betts v Hall m d
Betts v Hart m d
Betts v Ellis m d
Betts v Warin m d
Betts v Cooper m d
Betts v Preston m d
Betts v Willmott m d
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (June 28)
Cousens v Cousens m d, (1867—C.—297)
Oakey v Sennett m d (not before June 30)
The Grover & Baker Sewing Machine Co. v Wilson m d
The West of England Brewery Co. (Limited) v Ross c, wit
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before June 29)
Goold v Goold f c & petn
The Liverpool Marine Credit Co. (Limited) v Read c, wit (June 24)
Berry v Morrell c, wit
Williams v Ivimey c
James v Jones c, wit
Lewthwaite v Waterlow c wit (July 5)
Dunn v Fowler m d (wit before exmnr)
Kilbey v Haviland m d (wit before exmnr)
Pryse v Stanton m d (June 27)
Hewitson v Sherwin m d (wit before exmnr)
Hovenden v Lloyd m d (wit before exmr)
Mackechnie v. Majoribanks m d (July 2)
The Tawd Vale Colliery Co. (Limited) v Berry c (with Berry v. Morrell by order)
Hurry v Hurry f c (S.O.)
Miller v Bent c
Beet v Beet m d (S.O.)
The U. S. of America v Prioleau c (not before June 24)
Finney v Godfrey m d
Everitt v Everitt m d
Hereford, Hay & Brecon Ry. Co. v Great Western Ry. Co. m d
Salisbury v Metropolitan Ry. Co. m d
Davis v Davis f c
Mackett v Mackett f c (abated)
The Grand Junction Canal Co. v The Metropolitan Ry. Co. m d
Cousens v Cousens m d
Hill v Smith f c
Sutcliffe v Richardson c
Cree v Cook m d
Weeks v Hartley c
Lockwood v Sutcliffe f c
The Llynvi Coal & Iron Co. (Limited) v Brogden c
Boone v Soper m d

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Graham v Cole m d
Roskell v Whitworth m d
Clowes v Vyse c, wit
Knapp v. Knapp m d
Adamson v Gatty m d
Nairne v Featherstone, Nairne v Guthrie f c
Robertshaw v Firth m d
Brunel v Brunel m d
Wedgwood v Denton m d
Pearce v Scudds m d
Lycett v The Stafford & Uttoxeter Ry. Co. m d
Highett v Damphier m d
Ingram v Upperton c
Messer v Stacey c
Lomax v Stott m d
The Bedford Brewing and Malting Co. (Limited) v Guest m d (short)
Coote v Lowndes f c
Adlington v Mence m d
Dougal v Hensby f c
Bleackley v Hall m d
Dawson v Robinson s c
Greene v The West Cheshire Ry. Co. m d
Murray v Clayton m d
Lonsdale v Tate m d
Holdsworth v Bromley c
Phipps v Berridge m d
Hayman v Dubois m d
Murchison v Batters m d
Smith v Gibson sp c
Hall v Hargreaves c
Tisley v Tagg f c
Losack v Essex (1869.—L.—165) m d (short) Losack v Essex (1869.—L.—166) m d (short) · with petn in re Robins's Trusts
Hulton v Hulton f c
Earle v Appleyard m d
Kennedy v Bockett f c
Vade v Vade m d (short)
Howard v Howard m d
Hickman v Bentley m d
Grosvenor v Bentley m d
Kemp v The South Eastern Ry. Co. m d

LANCASHIRE SUMMER ASSIZES, 1870.

The commissions for holding these assizes will be opened at Lancaster, on Tuesday, the 26th of July, at Manchester, on Saturday the 30th of July, and at Liverpool, on Saturday the 13th of August.

The entry of causes at Lancaster will commence immediately after the opening of the commissions, on Tuesday the 26th of July, and will close at nine o'clock on the following morning.

By an order made by the judges at the Liverpool Spring Assizes, 1868, "for facilitating the entry of causes for trial at future assizes for the Southern division of this county, and for the more covenient arrangement of the business of such assizes." [See 13 *Sol. Jour.* 62.]

Causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster at Preston, as follows, viz.: Causes for trial at Manchester, on Monday, the 25th of July and daily thereafter, until Thursday, the 28th of July, inclusive, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon; and causes for trial at Liverpool, on Monday, the 8th of August, and daily thereafter until Thursday, the 11th of August inclusive, between the above-mentioned hours.

The entry of causes at Manchester and Liverpool respectively, will commence at the assize courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock in the evening on the commission day.

The court will sit at eleven o'clock in the forenoon, at Manchester and Liverpool respectively, on the Monday next following the commission day.

The trial of special jury causes will commence at Manchester, at ten o'clock, a.m., on Thursday, the 4th of August, and at Liverpool at ten o'clock a.m., on Thursday, the 18th of August, and not earlier, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first) will be exhibited in the corridor of the court and in the library.

Lord O'Hagan, Lord Chancellor of Ireland, took his seat in the House of Peers on the 21st June. His Lordship was, in early life, a student at the chambers of Mr. Thomas Chitty, of the Middle Temple, and was connected with an Irish provincial newspaper while pursuing his legal studies in London.

The University of Oxford has conferred the honorary degree of D.C.L. on the Right Hon. Sir J. E. Cockburn, Bart., Lord Chief Justice of England, the Right Hon. Sir William Bovill, Lord Chief Justice of the Court of Common Pleas; the Right Hon. Robert Lowe, M.P., Chancellor of the Exchequer; the Right Hon. George Ward Hunt, M.P., late Chancellor of the Exchequer: the Right Hon. the Earl of Bathurst, barrister-at-law, formerly Clerk to the Privy Council, the Right Hon. John Thomas Ball, LL.D., Q.C., M.P. for Dublin University; Sir Thomas Duffus Hardy, Deputy Keeper of the Records; Herman Merivale, Esq., C.B., barrister-at-law, Under-Secretary of State for India; and Henry Reeve, Esqs. barrister-at-law, Registrar of the Privy Council.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 24, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, July 92⅝	Do. (Red Sea T.) Aug. 1904
3 per Cent. Reduced 92⅝	Ex Bills, £1000, — per Ct 5 p m
New 3 per Cent., 92⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¼
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price
Stock	Bristol and Exeter	100	85
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	121
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	71½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	133½
Stock	London, Brighton, and South Coast	100	43¼
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	129½
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	57
Stock	Metropolitan	100	70
Stock	Midland	100	130½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	38
Stock	North London	100	121
Stock	North Staffordshire	100	64
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols went up as soon as the rain came down, and were very brisk until a fall on the French Bourse occasioned a relapse; since then they have been exceedingly heavy. In the railway market Metropolitans were in great request early in the week; subsequently some fluctuations took place in Great Northerns, North Easterns, and Sheffields, in consequence of speculations as to the probable results of the late accident; the latter stocks recovered on an intimation that so far as the Clearing-house rules affect the case, that company was exonerated. On the whole the railway market closes heavily. Foreign securities are particularly so, though several new loans have been well taken up.

At the first meeting of the creditors under the bankruptcy of Mr. W. H. Cotterill, solicitor, Mr. James Waddell, accountant, was appointed trustee. Solicitors, Messrs. Linklaters, Hackwood, and Co. The liabilities were stated to be about £150,000, and scarcely any assets.

At a meeting of the Law Life Assurance Society, held on the 18th June, the report of the directors was unanimously adopted. It stated that the total assets of the company, including both the guarantee and assurance funds, amounted, on the 31st December last, to £5,537,281 1s. 11d., and that the number of policies remaining in force was 6,887, assuring £8,578,390, with reversionary bonuses amounting to £1,671,574—making the sum at risk on that day £10,249,964.

Mr. Tillett, solicitor, of Norwich, is again a candidate for the parliamentary representation of that city.

Mr. William Enfield, solicitor, has resigned the office of Town Clerk of Nottingham, which he had held for more than twenty years. He was admitted in 1823.

The Sunderland Town Council are seriously discussing the question of appointing a stipendiary magistrate for that borough. The cost of the appointment has been set down at £1,000 per annum.

Mr. George Ebenezer Shirley, for many years clerk to Messrs. Essell & Co., solicitors, of Rochester, died at the

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Barming Lunatic Asylum on the 3rd of June. He had formerly been private tutor to Lord Stanley, now Earl of Derby. He was author of "The Old Bridge" (Rochester) and other poems, original and translated. He had also published translations from Aristophanes and other Greek writers. He likewise frequently translated from the German.

The family of the late Mr. A. W. Aikman, Crown Solicitor of Jamaica, have recovered, in a trial before the Chief Justice of Jamaica and a special jury, the sum of £6,000 damages (and costs) from the Jamaica Railway Company on account of Mr. Aikman's death by a collision on that line.

Two Chicago "divorce lawyers" and their client have been sent to jail for sixty days for conspiring to obtain a divorce without publication.

An enterprising American lawyer proposes to clear a murderer by proving that his father was once insane.

JUDGES OF THE SUPREME COURT OF THE UNITED STATES.

	Age.	Appointed.
Salmon P. Chase, Ohio	62	1864
Nathaniel Clifford, Maine	66	1858
Samuel Nelson, New York	77	1845
David Davis, Illinois	55	1862
Noah H. Swayne, Ohio	60	1862
Samuel F. Miller, Iowa	54	1862
Stephen J. Field, California	53	1863
William Strong, Pennsylvania	61	1870
Jos. P. Bradley, New Jersey	57	1870

ESTATE EXCHANGE REPORT.

AT THE MART.

June 21.—By Messrs. DEBENHAM, TEWSON & FARMER.

Leasehold residence, known as Herne Lodge, Queen's-road, Forest-hill, term 96 years from 1859, at £18 per annum. Sold £1,700.

Freehold house and shop, No. 12, Newcastle-street, Farringdon-road, City, let at £27 per annum. Sold £540.

Freehold ground-rent of £5 per annum, arising from 60, Holywell-lane, Shoreditch. Sold £90.

Freehold three houses, Nos. 3, 4, and 9, New Inn-square, Shoreditch, producing £58 10s. per annum. Sold £640.

By Messrs. FAREBROTHER, CLARK, & Co.

Freehold estate, known as Dutchlands Farm, comprising farm-house, two cottages, and 264a 1r 2p of land, situate in the parish of Wendover, Bucks. Sold £10,600.

Freehold estate, known as Falconhurst, with residence, stabling, and 95a 2r 5p of land, situate in the parish of Cowden, Kent. Sold £9,000.

Freehold house and garden, situate in the parish of Longfield, Surrey. Sold, £320.

Freehold villa and one acre, situate in the Trinity-road, Tooting. Sold £2,600.

Freehold residence with stabling and three acres, at Emsworth, Hants. Sold £1,500.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FLOOD—On June 17, at 2, St. Stephen's-road, Westbourne-park, W., the wife of John C. H. Flood, Esq., barrister-at-law, of a daughter.

STOKER—On June 16, at No. 37, Clarendon-road, Notting-hill, the wife of W. C. Stoker, Esq., of a daughter.

MARRIAGES.

TEMPLE—LUMLEY—On June 22, at the parish church of St. Marylebone, Thomas Ramshay Smyth Temple, Esq., of Lincoln's-inn, barrister-at-law, to Georgiana Adelaide, daughter of William Golden Lumley, Esq., Q.C., of No. 10, Sussex-place, Regent's-park.

DEATHS.

COMBE—On June 17, at Exeter, John Combe, Esq., of Staple-inn, and Holland-road, Kensington, in the 71st year of his age,

DAVIS—On Wednesday, June 22, at St. Leonard's-on-Sea, Thomas Davis, Esq., of Gresham-buildings, London, solicitor, aged 47.

DAWSON—On March 17, at Melbourne, Charles James Dawson, barrister, in the 46th year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, June 17, 1870.

UNLIMITED IN CHANCERY.

Langharne Railway Company.—Petition for winding up, presented June 15, directed to be heard before Vice-Chancellor James on June 25. Ashurst & Co, Old Jewry, solicitors for the petitioner.

LIMITED IN CHANCERY.

Bangor and Port Madoc Slate and Slate Slab Company (Limited).—Petition for winding up, presented June 10, directed to be heard before Vice-Chancellor Malins on July 1. Hughes & Co, Austinfriars, solicitors for the petioner.

Bron Heulog Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated June 4, ordered that the above company be wound up. Matthews & Greetham, 68, Lincoln's-inn-fields, solicitors for the petitioner.

Commercial Indemnity Corporation of Great Britain (Limited).—Petition for winding up, presented June 9, directed to be heard before Vice-Chancellor James on June 25. G. & A. Lindo, King's Arms-yard, Moorgate-street, solicitors for the petitioner.

Ebury Lead Mining Company (Limited).—Petition for winding up, presented June 13, directed to be heard before Vice-Chancellor Stuart on June 24. Snell, George-street, Mansion House, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Clifford Amalgamated Mining Company.—By an order dated June 11, Charles Parry, of Scorrier, Cornwall, was absolutely appointed official liquidator. Roberts, solicitor for the petitioner.

Rosewarne and Herland Mining Company.—Petition for winding up, presented June 11, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, July 27, at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before July 23, and notice thereof must at the same time be given to the petitioner, his solicitor, or agent. Paul, Truro, solicitor for the petitioner; Child & Batten, Coleman-street, agents.

Royalton Mining Company.—Petition for winding up, presented June 3, directed to be heard before the Vice-Warden, at 18, Thurloe-place, Brompton, on Monday, June 20, at 12. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before June 16, and notice thereof must at the same time be given to the petitioner, his solicitor or agent. Snell, George-street, Mansion-house, solicitor for the petitioner; Hodge & Co, Truro, Agents.

TUESDAY, June 21, 1870.

UNLIMITED IN CHANCERY.

Alfred Average Association for British, Foreign, & Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated May 27, appointed Frederick Bertram Smart, of 86, Cheapside, to be official liquidator.

Queen Average Association for British, Foreign, & Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated May 27, appointed Frederick Bertram Smart, of 86, Cheapside, to be official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 17, 1870.

Anderson, Richd, Wellingborough, Northampton, Brickmaker. July 19. Anderson *v* Anderson, V.C. Stuart. Dolman, Jermyn-st.

Holland, John, Stockport, Chester, Gent. June 19. Lockitt *v* Lockitt V.C. Malins. Smith, Stockport.

Horne, Edwd, Palace-avenue, Kensington. July 14. Whitaker *v* Horne, V.C. Malins. Boys & Tweedies, Lincoln's-inn-fields.

Rotherham, John, Carlton-in-Lindrick, Nottingham, Gent. July 9. Rotherham *v* Rotherham V.C. Malins. Whall, Worksop.

Saunders, John, jun., Pembroke Dock, Retired Lieutenant. July 9. Saunders *v* Saunders. Wadeson & Malleson, Austinfriars.

Stanbury, George, Fairlinch, Devon, Yeoman. July 14. Stanbury *v* Stanbury, M.R. Huggins, Exeter.

Stokes, Montmorency Durant, Chichester-street, Upper Westbourne-terrace, Gent. July 20. Hocking *v* Stokes, V.C. Stuart. Parker & Co, Bedford-row.

Turner, Wm, Church Gresley, Derby, Schoolmaster. July 21. Slater *v* Chapman, V.C. Stuart. Beale & Co, Birmingham.

TUESDAY, June 21, 1870.

Colman, Thos Edwd Tawell, Wymondham, Norfolk, Surgeon. July 18. Colman *v* Turner, M.R. Tillett, Norwich.

Davies, Robt, Lpool, Builder. July 20. Cliff *v* Davies, V.C. Stuart. Ponton, Lpool.

Flint, Thos Rest, Margate, Kent, Ironmonger. July 15. Cadby *v* Flint, V.C. Stuart. Sankey & Co, Margate.

Griffin, Wm, Whitwell, Isle of Wight, Gent. July 16. Driver *v* Medley, V.C. Malins. Urry, Ventnor.

Mackinnon, Wm Alexander, Hyde-park-place, Esq. July 28. Dundonald *v* Mackinnon, V.C. Stuart. Barlow & Co, Essex-st, Strand.

Moore, Isaac, Tottenham Hale, Tottenham, Gent. July 13. Smith *v* Bennet, V.C. Malins. Smith, Furnival's-inn, Holborn.

Parry, Rowland, Aberystwith, Cardigan, Gent. July 15. Roberts *v* Parry, V.C. James. Roberts, Aberystwith.

Whitmore, Reuben, Walthamstow, Essex, Cigar Merchant. July 1. Hayward *v* Bayley, V.C. Malins. Philbrick, Basinghall-street.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 17, 1870.

Andrews, Rosamond, Rochester, Kent, Widow. Aug 1. Prall & Son, Rochester.

Attwood, Jas Hy, Moss Hill, Cumberland, Esq. July 20. Hough, Carlisle.

Barker, Wm Bennett, Vauxhall Bridge-rd, Gent. Aug 1. Rogers, Westminster-chambers, Victoria-st.

Brown, Wm Hy, Dockhead, Bermondsey, Publican. Aug 1. Watson, Cannon-st,

Carew, Hy Thos Dudley, Ayshford, Devon, Esq. July 25. Drake, Exeter.

Costelle, Louisa Stuart, Poulogne-sur-Mer, Spinster. Aug 1. Farrer & Co, Lincoln's-inn-fields.

Cotton, Wm Hy, Leamington Priors, Warwick, Solicitor. Sept 14. King, Cannon-st.

De Vear, Thos, Lisle-st, Westminster, Currier. July 30. Allen & Son, Carlisle-st, Soho-sq.

Dorset, Sarah, Reading, Berks, Spinster. Sept 30. Sankey & Co, Canterbury.

Elias, Wm, Troedyrhiw, Monmouth, Assistant Overseer. Aug 2. Llewellin, Newport.

Evans, Mary Anne, Mose'ey, Worcester, Widow. July 24. Allcock & Millward, Birm.

Ferris, Geo, Foplar-walk, Brixton, Licensed Victualler. Aug 1. Nash & Co, Suffolk-lane, Cannon-st.

Fry, Thos, Godalming, Surrey, Builder. Aug 10. Mellersh, Godalming.

Gainsford, Robert John, Sheffield, York, Solicitor. July 21. Bramley, Sheffield.

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Gordon, Wm, Chatham, Kent, Ship Chandler. July 30. Waltons & Co, Gt Winchester-st.
Meredith, Michael, Guildford-st, Esq. Aug 1. Williams, Walbrook-bldgs.
Orchard, Caroline, Easton-st, Clerkenwell, Widow. Aug 16. Oldershaw Bell-yard, Doctors'-commons.
Simpson, Rev John, Alstonfield, Stafford, D.D. Sept 1. Challinor & Co, Leek.
Tucker, Rev Hy Tippetts, Leigh Court, Somerset. Aug 8. Clarke & Lukin, Chard.
Tunstall, Mary, Macclesfield, Chester, Spinster. Aug 1. Slater & Co, Manch.
Westbrook, Hy Etheridge, Hursley, Nottingham, Butcher. Aug 1. Stead & Co, Romsey.
Whitley, John, Stile-common, nr Huddersfield, York, Coal Proprietor. Aug 1. Barker & Sons, Huddersfield.
Whitley, Walter, Stile-common, nr Huddersfield, York, Coal Proprietor. Aug 1. Barker & Sons, Huddersfield.
Wilkins, Susannah, Landport, Southampton, Widow. July 14. Besant, Portsea.

TUESDAY, June 21, 1870.

Bellerby, Jas, Exeter, Newspaper Proprietor. Aug 1. Huggins, Exeter.
Bentley, Mary, Boston Spa, York, Widow. Sept 1. Richardson & Turner, Leeds.
Belcher, Louisa, Amersham, Buckingham. July 31. Bedford, Amersham.
Bird, Fras, Bicester, King's End, Oxford, Widow. July 20. Hunt, Gray's-inn-sq.
Boddington, Richard, Luddington, Warwick, Farmer. Aug 1. Warden, Stratford-upon-Avon
Burn, Robert Davidson, Morpeth, Northumberland, Shoemaker. Sept 15. Woodman, Morpeth.
Buss, Benj, Mayfield, Sussex, Gent. Aug 1. Sprott, Mayfield.
Clark, Hannah, Folkestone, Kent, Innkeeper. Aug 1. Hart, Folkestone.
Evans, Thos, Monkwearmouth Shore, Durham, Nail Manufacturer. Aug 20. Snowball & Allison, Sunderland.
Fowler, Wm, Ford Grange, Dorset, Gent. Aug 8. Clarke & Lukin, Chard.
Houghton, Wm, Flixton, Lancashire, Gent. Aug 1. Chapman & Co, Manch.
Law, John, Exeter, Esq. Aug 3. Law, Barnstaple.
Neame, Chas, Selling, Kent, Esq. Oct 1. Wightwick & Kingsford.
Palgrave, Robert, Upper Hamilton-ter, St John's-wood, Esq. Aug 14. Cox & Sons, Cloak-lane.
Scruton, Richard Wilson, Brough, York, Cornfactor. Aug 12. Burland & Co, Brough.
Tucker, Stephen, Tottenham, Silk Warehouseman. Aug 1. Oliver, King-st, Cheapside.
Veal, Samuel, Blomfield-st, Westbourne-ter North, Gent. Aug 1. Gray & Berry, Edgware-rd.
Wells, John, Lower Weedon, Northampton, Farmer. July 30. Barton & Willoughby, Daventry.
Whitby, Thos Edward, Cresswell Hall, Stafford, Captain. July 23. Simpson & Dimond, Henrietta-st, Cavendish-sq.
Wildgoose, Thos, Macclesfield, Chester, Wine Merchant. July 20. Killmister & Son, Macclesfield.
Wilson, John, Middleton, York, Farmer. Aug 12. Burland & Co, Brough.
Woolliscroft, Thos, Salford, Lancaster, Plasterer. Aug 15. Gardner & Horner, Manch.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 17, 1870.

McMicken, Wm, Gracechurch-st, Printer. May 30. Comp. Reg June 17.
Whiskard, John, Strand, Jeweller. May 30. Comp. Reg June 15.

Bankrupts

FRIDAY, June 17, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Butler, Hy, Gt Castle-st, Regent-st, Clerk. Pet May 5. Spring-Rice. June 30 at 1.
Dunch, Rose, Ann Dunch, Eliz Dunch, & Victoria Dunch, Elizabeth-st, Eaton-sq, Dealers in Berlin Wool. Pet June 15. Roche. June 29 at 11.
Gliddon, John Jas, Upper-st, Islington, Dealer in Berlin Wool. Pet June 16. Pepys. June 28 at 11.
Gregory, Wm Tomlin, Rupert-st, Licensed Victualler. Pet June 3. Spring-Rice. June 30 at 11.
Hales, Edwd, jun, Seething-lane, Corn Broker. Pet June 16. Murray. July 4 at 11.
Kirkaldie, Alfred, Mark-lane, Dealer in Cigars. Pet June 16. Roche. June 29 at 12.
Lewis, Fredk, Cranbourne-st, Old-ford, Timber Merchant. Pet June 15. Brougham. July 1 at 12.30.
Masters, Wm, Aldershot, Hants, Tobacconist. Pet June 15. Hazlitt. June 29 at 12.
Stoffel, Louis Marie, Nicholas-lane, Telegraphic Engineer. Pet June 16. Roche. June 29 at 12.

To Surrender in the Country.

Dowell, Wm, Birm, Box Rule Maker. Pet June 13. Chauntler. Birm, July 6 at 10.
Hardy, John, Bradford, Wilts, Wire Card Maker. Pet June 14. Smith. Bath, June 27 at 11.
Jamieson, Robt, Ashton-under-Lyne, Lancashire, out of business. Pet June 16. Hall. Ashton-under-Lyne, June 30 at 11.
Johnson, Wm, Louth, Lincoln, out of business. Pet June 14. Danbery. Gt Grimsby, July 1 at 3.
Kavanagh, Fras Joseph, Birm, Pearl Worker. Pet May 30. Chauntler. Birm, June 28 at 10.
Mangnall, Thos, jun, Westhoughton, Lancashire, Coal Miner. Pet June 15. Holden. Bolton, June 29 at 10.
Phillpot, John, Kidderminster, Worcester, Maltster. Pet June 8. Talbot. Kidderminster, June 29 at 12.
Procter, Saml, Bramley, York, Cloth Manufacturer. Pet June 13. Marshall. Leeds, July 1 at 11.
Scheurer, Augustin, & Theodore Hy Senior, Tunbridge Wells, Kent. Pet June 13. Walker. Tunbridge Wells, June 27 at 3.
Wetmore, Thos Philip, Bristol, Wine Merchant. Pet June 13. Harley. Bristol, July 4 at 12.
Winder, Emanuel Shepherd, Bradford, York, Rope Manufacturer. Pet June 14. Robinson. Bradford, June 28 at 9.

TUESDAY, June 21, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Finney, Saml Greenway, Prisoner for Misdemeanour, Holloway. Pet June 20. Brougham. July 8 at 12.
Gampton, John, Drummond-rd, Bermondsey, Leather Cutter. Pet June 15. Spring-Rice. July 7 at 11.30.

To Surrender in the Country.

Besant, John Jas, Dorchester, Dorset, Devon, Brewer. Pet June 18 Symonds. Dorchester, July 5 at 11.
Blackham, Thos, Tettenhill, Stafford. Pet June 17. Brown. Wolverhampton, July 7 at 12.
Brown, Wm Tyrall, Runcorn, Cheshire, Innkeeper. Pet June 15. Nicholson. Warrington, July 4 at 11.
Fairhead, Thos, Colchester, Essex, Timber Merchant. Pet June 7. Barnes. Colchester, July 5 at 9.30.
Ingram, Jas, Manch, Ale Merchant. Pet June 18. Kay. Manch, July 7 at 9.30.
Kirkpatrick, Robt, Oswestry, Salop, Draper. Pet June 18. Reid. Wrexham, July 4 at 11.
Langston, William, Hastings, Sussex, Gent. Pet June 18. Young. Hastings, July 9 at 11.
Maltby, Gilbert, Nottingham, Wine Merchant. Pet June 16. Patchitt. Nottingham, July 4 at 11.
Smith, Hy, Brighton, Sussex, Baker. Pet June 16. Shapland. Brighton, July 5 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, June 17, 1870.

Thorp, Chas, Woodside-green, Croydon, Paper Hanging Manufacturer. June 14.

TUESDAY, June 21, 1870.

Forster, John, Oxford-st, Licensed Victualler. June 13.
Hoffman, Moritz, Manch, Merchant. July 17.
Saunders, Frank Perry, Phœnix-yd, Oxford-st, Builder. June 20.
Woodford, John, Snod's Hill Farm, Wilts, Farmer. June 17.

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The Solicitors' Journal.

LONDON, JULY 2, 1870.

THE LAMENTED ILLNESS of Lord Justice Giffard has obliged the Government to overcome its reluctance to appointing another Lord Justice. Vice-Chancellor James is to be promoted to the Court of Appeal in Chancery, and the Chief Judge in Bankruptcy is to succeed the Vice-Chancellor, retaining his own work at the same time. Of Sir W. M. James's appointment we need say little; it cannot fail to give satisfaction to everyone concerned, as suitor or lawyer, in the business of the Lords Justices' Court. With regard to the subordinate appointment, we mean no disrespect to Mr. Bacon, who has made an excellent Chief Judge in Bankruptcy, when we say that it can be justifiable only on the ground that the High Court of Justice Bill is shortly to become law. Possibly in the present state of the bankruptcy business Mr. Bacon may be able to dispose of his work as Chief Judge in two or at most three days per week, though we do not imagine that such a possibility can endure long. But we do not regard it as an appropriate method of providing for the business of the Vice-Chancellor's court, to hand it over to the leisure time of another judge. Is it likely, again, that the business of the Bankruptcy Court can do anything but increase considerably above its present amount as the country becomes familiarised with the working of the new law? If such should prove the case, either the business must get in arrear or the Chief Judge must delegate largely to his registrars, and thus the success of the new law may be postponed indefinitely—for the public, if they try a new procedure and find it work inconveniently, will not bestow their confidence upon it.

IN THE LAST STAGE of the Attorneys and Solicitors Remuneration Bill in the Upper House, Lord Chelmsford inserted an amendment providing that contracts for remuneration in litigious business shall be submitted to a taxing master before payment, with power to the master, if he should consider the sum unreasonable, to refer the matter to the Court, who may either reduce the sum or cancel the agreement. We adhere to the opinion which we expressed many years ago, as well as on the first introduction of this bill, that a distinction should be made between litigious and non-litigious business. Special agreements are inconvenient and inappropriate as to costs of actual litigation. Lord Chelmsford has recognised that principle, but his amendment appears to us very ill-calculated. It is of no use to attempt any such half measure. Either you must confer perfect freedom of contract, controllable only by the undefined equity jurisdiction against fraud, or you must hold your hand. It is futile to legalise stipulations as to costs, and then add a distrustful proviso like that of Lord Chelmsford's. The bill should either let the string go, or leave it as it is; it is of no use to slack it and then keep plucking at it. The good principle of the bill is the recognition in taxation of skill, labour and responsibility, instead of mere length and bulk; and a shorter enactment providing for that would be far more useful than such a measure as that which the Upper House have just passed.

WE PRINT IN ANOTHER COLUMN an abstract of the Report of the Select Committee of the House of Commons appointed to inquire into the state of the law affecting members of the House who have been reported guilty of corrupt practices by Commissions. The select committee contained two legal members, Sir Roundell Palmer and Mr. Russell Gurney. The report may, therefore, be considered, to some extent, as a legal authority. In fact, however, the legal points which the committee had to consider presented but little difficulty, the only one which could admit of doubt having been already decided by Mr. Justice Blackburn at Bewdley. The committee recommend two alterations of the law. As to one, the omission of the words "other than a candidate" from the 45th section of the 31 & 32 Vict. c. 125, there can be no difference of opinion. In fact, this is another instance of the legislative slovenliness to which we called attention last week. The draughtsman or amender (we fancy it was the latter) desired to apply to the case of all persons guilty of corrupt practices the same disqualifications which a previous section had imposed on candidates. The process, however, upon which candidates were by the previous section to become subject to the disqualifications—viz., bythe report of a judge trying an election petition was not applicable to persons other than candidates, for it would be a proceeding to which, in all probability, they would have been no parties. General words were, therefore, used for the case of persons other than candidates, and the result was to give a special immunity to candidates, as they became subject to the disqualifications only upon conviction in one particular manner, and that perhaps the least likely to occur, while other persons became for what is a less rather than a greater offence, subject to disqualification upon conviction in any proceeding to which they were parties. This obviously could never have been intended, and the committee's suggestion that the distinction ought not to continue must be acquiesced in. Their other recommendation, that the limitation of time within which prosecutions must be commenced shall be extended, in a particular way, seems to us much more doubtful. They propose that in any case in which lapse of time is not already, before the change of law, a conclusive bar, prosecutions may be commenced not only within a year after the commission of the offence but also within three months after the alleged offender shall have been reported guilty by a judge or by a commission. If corrupt practices are to be regarded as analogous to other criminal offences, the limitation should be done away with altogether. The policy of the Legislature hitherto has evidently been against permitting old misdoings of this character to be raked up long after their commission. It would be, in our opinion, far better to abrogate the limitation altogether as regards criminal prosecutions, leaving it to apply only to penal actions, which should still be brought only within a limited time, than to make a special exception that if the offence came to light in one particular mode proceedings might be taken. A distinction might also be made between punishment and disqualification. Even if it should not be thought expedient otherwise to punish offenders of bygone years, their offence might well be a good reason for holding them incapable of sitting in Parliament, at all events during the seven years during which they would have been incapable if the offence had been detected at the time.

ANYTHING TENDING TO FACILITATE and accelerate windings up will be welcomed by the public as well as by the profession. Mr. H. B. Sheridan's bill "for facilitating compromises and arrangements between the creditors and shareholders of joint-stock companies in liquida-

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tion," which has been read a second time by the House of Commons, would enact that any compromise proposed between a company and its creditors or any class of its creditors, or between the shareholders or any class of the shareholders shall, if assented to by a majority in number representing three-fourths in value of such creditors or class of creditors, shareholders or class of shareholders as the case may be, and confirmed by the Court, bind all such creditors or class of creditors, shareholders or class of shareholders. Under the present law a liquidator may propose a general scheme of arrangement with the creditors (Companies Act, 1862, s. 159), for confirmation by the Court, which, after confirmation will bind the creditors as well as the shareholders; and the Court has jurisdiction to confirm such a scheme even though some of the creditors dissent from it (*Re Commercial Bank Corporation of India and the East*, 17 W. R. 840). So too a liquidator may propose, and the Court may confirm a compromise with contributories (section 160); and although it is proper to communicate the proposed compromise to the creditors, and the Court will not sanction it behind their backs, still the Court has not refused to confirm because the creditors would not be paid in full (*Re Smith, Knight & Co.*, 16 W. R. 1104). It is, therefore, difficult to see what is the exact object of Mr. Sheridan's bill beyond this, that a compromise under the Companies Act, 1862, must be general; whereas under the bill it may extend only to a class either of shareholders or creditors, and it must be noticed that in the bill as it stands, a compromise between the company and a class of creditors would not bind the general creditors, but only members of the class. One effect of the bill, if it became law, would be that the *onus* of deciding on the expediency and propriety of a proposed compromise would virtually rest not on the Court, but on the creditors or shareholders as the case might be, for the Court would, in the absence of strictly proved fraud, hardly withhold its sanction from any compromise assented to by the required majority. The proposed change is scarcely to be coveted in the interest of those who are unfortunate enough to be concerned in or with rotten companies.

A CORRESPONDENT WHOSE LETTER we print this week objects to some remarks in our last number upon the nature and object of the debtor's summons under the Bankruptcy Act, 1869. We said that "the summons was not intended as a new and convenient means for the recovery of debts, but as a new and convenient test of insolvency." And we argued that, upon principle, where the debtor pays the debt and so shows himself to be solvent, the creditor should not have the costs of the summons. Our correspondent, on the other hand, regards the debtor's summons as a summary procedure for the recovery of debts. And he thinks that, as in the case of other legal proceedings for the recovery of debts, the costs ought to follow the event. As the question is one of importance, and as our correspondent has stated his views with force and clearness, we give our reasons for differing from him.

The main principle which underlies all bankruptcy legislation is this,—that if a man is insolvent and cannot pay all his creditors in full, they shall at least all fare alike and be paid rateably. In order to give effect to this principle the Act of 1869, like its predecessors, endeavours to secure that if a man is insolvent, the fact shall be discovered as quickly as possible, and the doctrine of equality applied. This is, in modern times, the object of defining acts of bankruptcy. The older acts of bankruptcy were found in many cases insufficient; and accordingly in the bill of 1869, as it was first framed, a new act of bankruptcy was introduced (one which even our correspondent will probably admit to have been meant as a mere test of insolvency)—namely, failure to pay a debt of £50 in the case of a trader for seven days, in the case of a non-trader for three weeks, after a demand in writing with notice that non-payment will be followed by a petition in bankruptcy. During the progress of the bill through Parliament, this act of bankruptcy was struck out and the present enactments as to debtors' summonses were substituted. These considerations seem to show pretty clearly what the object of the debtor's summons is.

But let us now look at the class of cases in which alone a debtor's summons can be obtained. No creditor can have such a summons unless his debt amounts to £50. This is a very intelligible rule if the debtor's summons is meant as a mere preliminary to bankruptcy; perfectly unintelligible if it is meant as a process for the simple recovery of debts.

But look, further, at the proceedings upon a debtor's summons. In form it is, as our correspondent points out, to resemble a writ in a court of law; but form does not seem to us very important. What are the proceedings upon it? What is the consequence of disobedience? for that is the true test of the object of the summons. If that object be the recovery of a debt, what is the logical result of disobedience? Judgment and execution for the defendant. But what is the consequence of disobedience to a judgment-summons? Bankruptcy; a process the very object of which is to prevent any one creditor from recovering his debt, unless there is enough to pay other creditors also. But suppose the debtor, instead of simply neglecting the summons, gives security for his debt, what then? In that case the creditor must at once begin an action for his debt or forfeit the security. Is the summons in that case a remedy for recovering the debt? Lastly, the debtor may pay the debt. If he does so, he does so either being solvent or not being solvent. If he is solvent, he might have been made to pay by ordinary process of law, and the judgment-summons was unnecessary; the case was not within the mischief aimed at by the section. But, on the other hand, as our correspondent points out, he may pay in obedience to the debtor's summons, when he is not solvent. Our correspondent, if we understand him rightly, speaks of a case in which he, by this means, obtained payment in full of a debt from a man who was, in fact, insolvent. If so, he undoubtedly did what was perfectly right both in law and in morals, and his client ought to be very much obliged to him. But he also did the very thing which it is the object of the whole law of bankruptcy to prevent; he secured from an insolvent man payment of one creditor in full instead of an equal distribution of the assets between them all. Would he seriously say that the debtor's summons was intended to facilitate such a course?

A CURIOUS BLUNDER appears in the return of county court business for 1869 recently issued. Circuit No. 38 is set down as only having issued 1,282 plaints, an error of 10,000 too little, which is easily discoverable by adding up the numbers issued at each court in the circuit. Two of the sixteen courts issued larger numbers each than the number set down for the whole circuit, a fact which ought to have rendered the blunder so conspicuous to the most casual of glances as to have ensured its instant detection. The blunder is, in fact, surrounded by figures, which make it as conspicuous as any blunder in figures can be. It is, of course, a misprint, but on turning to the summary it is there found reproduced in the midst of figures, which render it even more conspicuous than before. Probably no great harm can result from such an error, but the carelessness which renders it possible tends to raise doubts as to the accuracy of the return as a whole.

THE SOCIETIES OF THE MIDDLE TEMPLE and Gray's-inn have appointed committees to enter into communication with the Legal Education Association, whose circular we recently published. The Inner Temple and Lincoln's inn are understood to have each decided their willingness to enter into communications with the other Inns, but to have declined, for the present at any rate, to recognise the

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new association. Sir Roundell Palmer writes to the *Times* stating that his own motion that the Society of Lincoln's-inn should appoint a committee with the association was lost by a majority of one only; adding, "The benchers, however, of Lincoln's-inn, in the resolution by which they determined to open such communications with the other Inns of Court, have declared their sense of the importance of further improvements in the system of legal education, and in the qualifications for admission to the profession of the law. And the majority of one against my own proposition would not have been obtained without the concurrence of some who are certainly zealous for reforms in this direction, and who stated that they did not intend to preclude themselves from hereafter advocating communication with the Council of the Legal Education Association if they should think it expedient to do so, in the interest of those reforms, though they were opposed to an immediate vote in favour of that course." Lincoln's Inn have granted the use of their hall for a meeting of the Association, to be held at half-past four o'clock on Wednesday next.

LEGAL REFORMS.

No one can fairly accuse the present generation of lawyers of unwillingness to suggest legal reforms of all kinds. It is true that it is not easy to get them to agree as to the way in which these reforms should be made, but there is no longer that feeling of stubborn opposition to reform, merely because reform implies change, that used once to exist. We have now plans for complete codes of the law, for digests of the law, and for a combination of codes and digests; schemes have been suggested for an entire alteration of the present judicial system and for establishing throughout the country local courts of first instance, in which all actions should be commenced. Others again advocate merely an extension of the powers of the county courts without giving them any exclusive jurisdiction. Last, but not least, there is the proposal that law and equity should be fused, and some reformers even propose that trial by jury should, not perhaps be abolished, but be limited to criminal and some specified classes of civil trials.

We have noticed from time to time most of these schemes, and indeed there is little danger of such great alterations as these being carried out without ample consideration and discussion. There is some danger, however, in the midst of suggested changes of such magnitude, that some of the evils in our present legal system which do not involve any great legal principle may be allowed to remain unnoticed and unchanged. Whatever may hereafter be the result of the present desire for legal reform, we may be sure that much of the existing procedure will still continue in use. Under any system there must be trials of questions of fact, and arguments on questions of law; there must be applications for new trials, arguments on agreed states of fact, and appeals of all sorts from the inferior to the superior courts, to say nothing of whole classes of less important proceedings. The lesser machinery by which all this is now carried out will in all probability be used, even although the present constitution of the courts of law may undergo much alteration. Although this is a question of detail, it is of great importance. By bad rules for the regulation of these matters a system excellent in other respects may be so clogged as to operate most perniciously; while, on the other hand, law faulty in theory may, by a consistent arrangement of its every-day operations, be so administered as to be rendered tolerable.

The daily experience of any barrister or solicitor in large practice will furnish abundant examples of needless delay and expense, those two crying evils of all litigation in the present working of the law—not caused by the nature of the law itself, but solely by bad rules and practice under which the administration of the law is at present carried out. We will take a few instances to explain our meaning. By the old common law rule only one plea could be pleaded to each count of a declaration, only one replication to each plea, &c. This has been altered by statute, and any number of defences may be pleaded or replied; but except in certain specified cases, this can only be done by leave of a judge (now, under the new practice, of a master) at chambers. The consequence of requiring this leave is, that in any case when it is desired to plead pleas not falling within the permitted list, the defendant must go to the expense and suffer the delay of obtaining this leave (unless he obtains the consent of the opposite party) before he can plead, no matter how regular and common-place the pleas may be, and although their allowance is a mere matter of course about which there can be no substantial dispute. In an action on a contract the defendant frequently desires to put the plaintiff to strict proof of his case, and therefore pleads that he never made the contract, and that he did not break the contract. There is no objection to his so pleading; but, by the present rules, he must obtain leave to do so. Not only does this directly cause much inconvenience, but it also indirectly causes an immense amount of unnecessary, and, therefore, objectionable squabbling over matters as to which there should be no contention. As the defendant is obliged to obtain leave to plead, the plaintiff is, we may say, invited by the practice to oppose the granting of such leave, and applications for leave to plead are habitually opposed, or rather the form of opposing them is gone through merely because the plaintiff does not like to yield without opposition a point which he is thus urged to resist.

Precisely the same evils follow from the practice of requiring that neither party to an action shall administer interrogatories to the opposite party until he has obtained leave of a judge at chambers. No matter how simple and fair are the interrogatories, they are as a matter of fact nearly always opposed by the other side. The present practice assumes that pleas and interrogatories are *primâ facie* unreasonable, and ought to be opposed, and consequently they are opposed. The costs of opposing in these cases are generally costs in the cause, and, therefore, there is no reason why this sort of opposition should cease.

The mischief of the practice is so glaring that it is almost universally admitted, but nevertheless it is still allowed to exist. To remedy these evils would, however, be very easy, and the change might be effected by the slightest possible alteration of the present rules. Allow any defendant to plead any pleas he likes, and either party to an action to administer any interrogatories he likes to the opposite party, no matter how objectionable or improper, and let the objection to the pleas or the interrogatories come from the plaintiff or the person interrogated. Let the onus of proof be on those objecting to the pleas or interrogatories, and not on those propounding them. If the pleas or interrogatories are embarrassing, unfair, or objectionable—that is if they ought not to be pleaded or administered—let there be the most complete means of setting them aside, but let them be delivered first. If this rule were followed, and if the unsuccessful party, whichever he might be (unless, of course, there were exceptional circumstances in the case), had to pay the costs *at once* to the other side, we should find as a general rule that objectionable pleas and interrogatories would not be delivered, and good pleas and interrogatories would not be objected to. The costs of these applications should abide the event *of the application*, and not of the ultimate result of the cause.

The practice in granting rules *nisi* in court is also open to much objection. We do not say that the evils of so doing are by any means as serious as those we have just pointed out, but there are strong reasons for thinking that there should be no rules *nisi*, but that in all applications for such rules cause should be shown in the first instance. The rule *nisi* is granted upon an *ex parte* statement of facts and on a one-sided argument as to the

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law; it is therefore, comparatively speaking, easy to get a rule *nisi*, although not so easy to retain it. Either party to a suit who may wish to delay the proceedings has therefore every incentive offered to him to move for a rule *nisi*. It is made as easy for him as possible, and when obtained it not only defers the ultimate result of the proceedings and increases the costs, but it very often gives the party obtaining it a great apparent advantage to which he may be in no way entitled, and which he could not have obtained if the other side had been heard when he made the application. Whenever a rule *nisi* is either discharged or made absolute the facts of the case must have been twice stated to the Court, and the law on the point twice argued, and the decision of the Court is thus most unnecessarily deferred for the period intervening between the granting and the making absolute or discharging the rule.

Demurrers are another evil of our system. It is not too much to say that a demurrer hardly ever decides the questions really in issue between the parties. A demurrer is an objection of law taken to a statement of the facts made by one party to a suit in his pleadings. The statements made in pleadings, which purport to set out the facts of the case in detail, are rarely accurate, and consequently the usual effect of the judgment on the demurrer is to decide the law on a hypothetical state of facts, but not on the facts really existing in the case. Demurrers in practice are far more frequently used to "hang up" a cause than for any other reason. If judiciously used in this way they very often stave off a final decision in a case for a year or more, to say nothing of the right of appeal.

All the supposed advantages of demurrers might be gained by creating a quick and ready tribunal for stating special cases. When the parties are agreed or nearly agreed as to the facts there is no better way of obtaining a judicial decision than on a special case; but unfortunately there is at present no way in which a special case can be stated (unless, of course, the parties are quite agreed on every point) except by leaving it to a referee, a process which too often has the effect of involving the parties in all the miseries of an arbitration before their suit is well commenced. A tribunal which would put an end to this abuse would be a great boon to litigants. When parties are not to some extent agreed upon the facts it would be far better that the facts should be ascertained in the usual way before the law applicable to the facts of the case is discussed.

We have taken at random these rules of practice as instances of the importance of looking narrowly at the law in its hourly operation as well as at its general symmetry and effect as a whole. We do not wish to suggest a doubt as to the necessity for considerable changes in the structure of the law, but we urge that such changes should be accompanied by a careful examination of details. It is said that there can be no right without a remedy, and therefore the remedy is as important as the right. The one cannot exist without the other. The right is a matter of legal principle; the remedy is for the most part (although not exclusively) a matter of detail. It is necessary that legal reformers should remember that a simple and expeditious procedure for the enforcement of rights is not less important than a clear enunciation of such rights and the establishment of competent courts for their recognition.

Sir William Miles has announced his retirement from the chairmanship of the Somerset Quarter Sessions, which he had filled for thirty-five years.

The inhabitants of Kingston and its neighbourhood have presented a testimonial to Mr. Thomas J. Nelson, City solicitor, for his exertions in freeing the Kingston bridge from toll.

We learn from the *Times* that a remitted action for libel was tried in the Birmingham County Court on Wednesday last, in the case of *Ryland* v. *Kibblewhite and Edwards*, the defendants being the publishers of the *English Mechanic and Mirror of Science*, a serial published in London. Damages were laid at £1,000; the judge took time to consider the amount.

RECENT DECISIONS.

EQUITY.

Liability of Separate Property for Debts Contracted Before Coverture.

Chubb v. *Stretch*, V. C. M., 18 W. R. 483, L. R. 9 Eq. 555.

The decision in this case, that property settled to a woman for her separate use is liable after her husband's bankruptcy for debts contracted before marriage, follows the early case of *Biscoe* v. *Kennedy*, cited in a foot-note to the report of the leading case of *Hulme* v. *Tenant* (1 Bro. C. C. 17). In *Biscoe* v. *Kennedy*, a creditor who had sued the husband and wife jointly for a bond debt contracted by the wife before coverture, and recovered nothing from the husband, who absconded and was outlawed, filed his bill to be paid out of the settled property of the wife, and obtained a decree. It may or may not have been the *ratio decidendi* in *Biscoe* v. *Kennedy*, that the settlement was fraudulent and void under the statute of Elizabeth as against an existing creditor, but we infer from the observations of the Court in *Chubb* v. *Stretch*, that the rule applies to separate estate in general, whether settled by the wife or not. By the common law, the husband is liable for his wife's debts contracted before coverture; and it follows from this as a consequence, that if judgment be recovered against the husband and wife for such a debt, which the husband is unable to pay and becomes bankrupt, on his discharge the debt is gone, and the wife released in the event of her surviving (*Miles* v. *Williams*, 1 P. Wms. 249). Upon this principle, to a declaration against husband and wife for a debt due from the wife before coverture, the husband's discharge under the Insolvent Act was held a good plea (*Lockwood* v. *Salter*, 5 B. & Ald. 303). Courts of common law cannot reach the separate estate in these cases, but could before imprisonment for debt was abolished do what was done in *Sparkes* v. *Bell* (8 B. & C. 1), where a wife had been taken in execution, viz., refuse to discharge her, unless it appeared that she had no separate estate out of which she could pay her debts. By the husband's discharge, as we have already seen, the wife's personal liability is extinguished, yet her separate property is not discharged thereby, but remains liable in equity to satisfy the debt. This was recognised at common law in *Lockwood* v. *Salter* (*ubi sup.*), and is distinctly laid down in the present case. But a bill will not lie unless the legal remedy against the husband is gone. For this reason an earlier bill, in *Biscoe* v. *Kennedy*, filed before the outlawry of the husband, was dismissed. Unless his remedy at law be gone, the creditor cannot come into equity.

Of the Jurisdiction to Wind Up Companies which are virtually Foreign Ones.

Re General Company for the Promotion of Land Credit, L.J.G., 18 W.R. 505, L. R. 5 Ch. 363.

This virtually foreign company was formed under the Companies Act, 1862, and it had a registered office in London, though the members, property, management, and directors were abroad. The fact of registration under the Companies Act, and that the registered office was in England, sufficed to give the Court jurisdiction to wind the company up, as in the case of the *Madrid and Valencia Railway Company* (3 De G. & Sm. 127), where a company had been provisionally registered with the object of forming a company in Spain for the construction of a railway, to be conducted by a board in London, where the registered office was situate, assisted by a committee at Madrid, and the Court made the order notwithstanding the connection of the undertaking with Spain in origin, constitution, and character. In the case of the *Factage Parisien* (13 W. R. 330) the management was in England and the business in Paris. In the case of the *Peruvian Railway Company* (15 W. R. 1002) there was a board of directors in London, and the funds were

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to be expended in Peru, and in both cases the usual winding-up order was made. In a case which goes further than these (*Re Commercial Bank of India*, 16 W. R. 1104) the sole fact of an agency branch existing in London was held to give the Court jurisdiction in the case of an Indian Company. In *Re Union Bank of Calcutta* (3 De G. & Sm. 253) the circumstances were similar, and the jurisdiction was not denied, though the order was refused on the ground of expediency. In fact, if the registered office be here, there is clear jurisdiction to wind up the company, and it matters not where the business is being carried on. But the Court will pause, as in *Re Union Bank of Calcutta*, where there are obstacles in the way of carrying the order into execution, even where the jurisdiction is not disputed. Whether it be expedient that foreigners should be allowed to come here and register companies for essentially foreign objects is a question into which we do not enter now, but that they can do this is quite clear. Every company under English law must have a registered office situate in the United Kingdom, and if the registered office be situate in England the Court may wind it up, though all the members be foreigners, and it has never transacted business in England. Such a company is now an English company, whether its members be foreigners or other persons; and if it contemplate some kind of business and some kind of management in England, it may be properly registered as an English company, though it would seem that if it ceases to carry on business here at any time, it may be ordered to be wound up solely on that account, though we believe that there is no express decision to that effect.

LIFE ASSURANCE POLICIES NO CHARGE ON THE FUNDS OF THE SOCIETY.

Re International Life Assurance Company. McIver's Claim, V.C.M., 18 W. R. 539.

That a policy of life assurance in the usual form creates no charge on the funds of the society for the amount assured was decided in *Re State Fire Assurance Company* (11 W. R. 1011), *dubitante* Knight Bruce, L.J. But the law on this point may be regarded as settled since the decision of Wood, V.C., in *Kearns* v. *Leaf*, 12 W. R. 462. The holders of such policies, are, therefore, simple contract creditors, and upon the winding-up of the society they can only come in amongst the general creditors and prove for the amount of their respective claims. In the policies issued by the International Life Assurance Company there was a proviso that the amount assured should be payable only after satisfying all assurances previously payable, and all prior charges on the funds of the society, to which the claims of the assured were restricted in the usual manner. It was contended in this case, but without success, that under the foregoing proviso policies subsequently becoming payable ought to be postponed to those previously becoming payable. Had a charge been created, then we presume that the claims of policyholders would have to be met according to priority of date of the policies maturing. But as between simple contract creditors there is no priority, and the consequence was, that the holders of policies already matured were held not to be entitled to be paid before provision was made for the holders of current policies, who are entitled, accordingly to the recent decision of James, V.C., in *Bell's case* (18 W. R. 688), to prove for such sum as would be required to furnish them with policies in all respects similar to their own, in an office as nearly as possible resembling the office in liquidation. The decision has since been affirmed by the Lord Justice (18 W. R. 794).

See, however, *Re International Life Assurance Society, Warner's Claim* (18 W. R. 593), where Vice-Chancellor Malins held that the holder of a current policy was entitled to prove for the amount of premium already paid, with interest at five per cent.

APPLICATION FOR SHARES—AGENCY.

Re International Contract Company. Levita's Case, L.J. G., 18 W. R. 476.

The observation of Vice-Chancellor Wood in *Re Saloon Steam Packet Company* (16 W. R. 75), that three things are requisite to constitute or ascertain the position of a shareholder—first, application; second, allotment; third, communication of and acquiescence in the allotment—was calculated to mislead, and did in fact mislead, many people. The word "acquiescence" was unfortunately brought in. The truth is that after communication the contract is clinched, and so far from the allottee's acquiescence being necessary, it is not in his power to recede: subject to this, that until a communication of the allotment has been made the applicant is at liberty to withdraw his offer, and (as in *Baily's case*, 16 W. R. 1093) the company must not take an unreasonably long time before they allot or the allottee will be at liberty to repudiate even after communication. In *Levita's case* Levita had signed an application for shares at the request of McHenry, who told him that he should have no further trouble in the matter. He accordingly signed the application and returned it to McHenry who forwarded it to the company. The allotment was made and notified to McHenry (the shares being registered in Levita's name), but not to Levita, who never heard anything further of the matter until the winding-up. These at least were the facts upon which the decision proceeded. The Court regarded Levita as having signed his application and handed it to McHenry to do what he liked with, trusting to him for indemnity: he was therefore to be treated as having constituted McHenry his agent in every respect. It followed, of course, that the notification of the allotment to McHenry completed the contract between the company and Levita. This decision is therefore in perfect accordance with the principles on which the Court has acted in all the previous cases, and with those which Vice-Chancellor Wood's subsequent decisions show that he intended to lay down in the *Saloon Steam Packet Company's case* (*ubi sup.*). For a case in which the Court were not satisfied of the fact of agency, see *Re Peruvian Railways Company. Robinson's case* (17 W. R. 454).

COMMON LAW.

MARINE INSURANCE — CHARTERD FREIGHT — TOTAL LOSS—ABANDONMENT.

Potter v. *Rankin*, Ex. Ch., 18 W. R. 607.

The facts of this case were somewhat unusual, and they gave rise to a great difference of judicial opinion upon some important points of the law of marine insurance. The plaintiff's vessel was chartered to sail from Glasgow to New Zealand, and from thence to Calcutta, there to load a cargo for London. The freight from Calcutta to London was insured by the plaintiffs, the risk to attach only during the voyage to and the stay at New Zealand.

The vessel, which was also insured in a separate policy, received injuries at New Zealand during the insured voyage. These injuries would have justified an abandonment of the vessel, but the plaintiff did not then know and could not ascertain the extent of the injuries which were, in fact, not ascertained until more than a year afterwards at Calcutta (whither the vessel sailed in prosecution of the chartered voyage) when the plaintiff abandoned the vessel to the underwriter on the vessel, and the freight to the underwriters on freight. The vessel could have been repaired so as to enable her to proceed on her voyage, but only at a cost greater than her value. The question was whether the plaintiff could recover for a total loss of freight.

The Court of Common Pleas held (16 W. R. 1049), that the plaintiff could not recover on the ground that he was in a dilemma. Either he claimed for an actual total loss or a constructive total loss. He could not claim for an actual total loss because the vessel existed at Calcutta before her abandonment in specie, and the

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freight might have been earned only it would have cost more to do so than it was worth. If he claimed for a constructive total loss he could not recover unless he had duly abandoned the freight, and the Court thought that under the circumstances he had not done so in time as there had been an unreasonable delay in giving the notice to the underwriters. This judgment has now been overruled by the Exchequer Chamber, but with some difference of opinion amongst the learned judges.

Cleasby, B., thought that there was not an actual total loss of the freight, and that therefore the plaintiff could only recover, if at all, by showing a constructive total loss, and that he failed to establish this, as he thought that there had been unnecessary delay in giving the notice of abandonment. Cleasby, B., was therefore of opinion that the judgment of the Court of Common Pleas should be affirmed. The other learned judges thought that the judgment ought to be reversed. Cockburn, C.J., seems to have been of opinion, although he does not distinctly state it, that there was a constructive total loss, but that it was of such a kind that no notice of abandonment was necessary. He says: "It is enough to say that to necessitate notice of abandonment there must be an actual, tangible, and appreciable right or interest capable of being transferred; as for instance, in the case of freight where the cargo is already on board, and the shipowner would have the right of sending it on to its destination in another ship, and so earning the freight." He thought, however, that it was not necessary to determine this point, because he was of opinion that the notice of abandonment was in fact sufficient. Kelly, C.B., Channell, B., and Lush, J., held that there was an actual and not a constructive total loss of the freight, and therefore that no notice of abandonment was necessary; but they also thought that notice of abandonment, if necessary, had been given in time.

There was a further point suggested in the case—viz., whether a shipowner, who having insured both ship and freight, abandons the ship to the underwriters on the ship in order to claim for a constructive total loss loses the right to claim on the policy on freight, inasmuch as by his own act he incapacitates himself from carrying on the cargo and so earning the freight.

Cleasby, B., seemed to think that the shipowner under such circumstances would lose his right to claim on the policy for freight, but Cockburn, C.J., expressed a very strong opinion that the affirmative of "the position appears to me to be altogether untenable in principle, and one which would lead to very inconvenient consequences." The other learned judges do not deal at length with this question, but it may be gathered that they agree with the view of Cockburn, C.J. The points actually decided in this case are therefore (1) that where freight is lost under circumstances similar to those in *Potter* v. *Rankin* no notice of abandonment is necessary to entitle the assured to recover from the underwriters as for a total loss; (2) that even a delay of more than a year between the time when a vessel is injured and the date of notice of abandonment may be not unreasonable under special circumstances. No clear general rule is laid down on the question as to the time within which notice of abandonment ought to be given. This subject, however, has lately been considered in *Currie* v. *Bombay Native Insurance Company* (P.C., 15 W. R. 296), which we noticed a short time ago (*ante* 372), and in that case the general rule on the subject is clearly stated.

EVIDENCE—ADMISSION BY CONDUCT.

Moriarty and Wife v. *London, Chatham, & Dover Railway Company*, Q. B., 18 W. R. 625.

The general rule that hearsay evidence is not admissible at a trial is subject to several exceptions, one of which is that the "direct admissions of a party to a suit, and admissions which may be implied from his conduct, are evidence against him." (Roscoe Ev. 11th ed. 56.)

The simplest possible instance of an admission by a party to an action is the case where a written receipt is given acknowledging that a specified sum of money has been received. If the person who gives the receipt subsequently brings an action for the money so acknowledged to have been received by him the receipt will be evidence and generally conclusive evidence against him that the money he claims has been paid to him.

The receipt is an admission by him that he has received the money. He may explain any special facts connected with the giving of the receipt which show that he did not in fact receive the money, as by showing that the receipt was given under some mistake of fact, or was obtained by fraud. Although presumptions raised by such admissions may be thus rebutted they are always evidence for what they are worth, and generally, of course, such admissions as these are of the greatest possible value. Precisely the same rule applies to a verbal admission as if in the case we have just put the acknowledgment of the receipt of the money had been merely verbal. It is usually more difficult to prove a verbal than a written statement, but when proved the effect is the same. We are not now speaking of written statements under seal, which operate not merely as admissions but have in consequence of a technical rule of law the further effect of creating an estoppel. Evidence of an admission by the conduct of a party to a suit may be given against him in the same way as his verbal or written admissions, and it has been held that the raising an objection to one item of the account, no remark being made as to the rest, will be evidence of an account stated as to those items on which no objection has been made. (*Chisman* v. *Count*, 2 Man. & G. 307.)

The application of these rules was the question in dispute in *Moriarty* v. *London, &c., Railway Company*. The action was for damages for an injury sustained by the plaintiff's wife upon the defendants' railway. The substantial question of fact was, were the defendants guilty of negligence. The defendants tendered the evidence of a witness to show that the plaintiff and one Cox, the clerk to the plaintiff's attorney, had admitted that they had tampered with one of three plaintiff's witnesses. The defendants also called the other witnesses to prove that Cox had endeavoured to procure false testimony from them for the plaintiff. Neither the plaintiff nor Cox had been called as witnesses.

If they had been called as witnesses, there is but little doubt (although there is some conflict of authority even upon this point) that the evidence tendered by the defendant, would have been admissible to impeach the character of the plaintiff and of Cox. As neither the plaintiff nor Cox were called, the evidence went not to affect the credit of any witness, but to affect the credit of the cause itself. The question was, could such evidence be admitted. Lush, J. admitted it at the trial, and his ruling was upheld although a new trial was granted on another ground.

Evidence of this sort is very peculiar. It no doubt is very good for the purpose of showing that the party thought he could not establish his cause by legitimate methods, but it is difficult to see on what particular issue in a trial such evidence would bear. If there is but one issue as, for instance, if the only question is whether the defendant executed a particular deed, an admission by him that he had a bad cause might be tantamount to an admission that he had executed the deed. If, however, there are several distinct issues, such evidence as this is worth little more than general evidence of bad character of a party to the action, which would clearly not be admissible. The only case which is an authority for receiving the evidence tendered in *Moriarty* v. *London, &c., Railway Company* is *Annesly* v. *Earl of Anglesey*, an Irish case (17 How. St. Tr. 1139), decided in 1743. It was an action of ejectment, and evidence was admitted to prove that the defendant had prosecuted the plaintiff for an alleged murder, and had said to his (defendant's) attorney in speaking of that prosecution "that he (the

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defendant) did not care if it cost him £10,000 if he could get the plaintiff hanged, for then he (the defendant) would be easy in his title and estate." This was admitted as a kind of general admission by the defendant of the plaintiff's title. The facts of that case are, however, in many respects very peculiar. The judgments delivered in *Moriarty* v. *London, &c., Railway Company* do not rely so much on *Annesly* v. *Earl of Anglesey* as on the general principle that the evidence was "good evidence, that the cause was bad."

Although, as we have pointed out, such evidence as this may be as vague for all practical purposes as evidence of a general character, yet its admission seems in accordance with the principle which admits evidence of an offer of a compromise (unless made "without prejudice") as some evidence of liability by the person making it (see Taylor on Evidence, 5th ed. 697). It is probable that cases will but seldom arise where evidence such as that admitted in *Moriarty* v. *London &c. Railway Company* can be procured. Where, however, such evidence is admitted it will require more than usual care on the part of the presiding judge to prevent its having in many cases an undue effect. Unless very carefully dealt with evidence of this kind is more likely to excite the prejudices of the jury than to afford them a clue to ascertain the facts which are in issue before them.

REVIEWS.

The Practice of the High Court of Chancery, as Altered by Recent Statutes, and by the Consolidated and Other General Orders of the Court; comprising Proceedings by Bill, Information, Special Case, Summons, Petition of Right, and under the Charitable Trusts Acts, the Settled Estates Acts, and the Infants Marriage Act. Ninth Edition. By HUBERT AYCKBOURN, a Solicitor of the Court. London: Wildy & Sons.

We have had occasion in past years to review several earlier editions of this useful book, which is as popular among solicitors as "Daniell" is among barristers. Since the eighth edition was noticed by us several important Acts have passed, such, for instance, as the new Partition Act, the last of the Judgment Acts, the Bankruptcy Act, 1869, &c., &c. These new matters have been treated, and the new decisions noted, while by curtailing the text the work has been kept within the size of the previous edition. It would be impossible to compress in one duodecimo volume of 700 pages all that is contained in the three volumes of Daniell; and it would also be impossible to carry Daniell in your pocket as you can Ayckbourn. The compression is very judiciously done, and all the decisions are to be found in the notes. This edition of Ayckbourn is a very useful guide. Testing it in subjects on which important decisions have been recently delivered—such, for instance, as taxation of costs, or revivor and supplemental bill—we find that the new cases are all noted at the proper places.

An Historical Sketch of the French Bar, from its Origin to the Present day; with Biographical Notices of some of the Principal Advocates of the Present Century. By ARCHIBALD YOUNG, Advocate. Edinburgh: Edmonston & Douglas.

Any lawyer who cares to learn what is the history and constitution of the French bar will find this an interesting book, in which the profession of advocacy in France is traced from the middle ages to the modern days of Berryer or Jules Favre. Wager of battle, while it endured in France, appears to have been attended with a danger to the advocate which we do not remember to have heard of as a contingency under the English law. The advocate had to be very careful of his words whenever the proceedings took this form, or he might find himself under an obligation of defending his client with more tangible weapons than mere words. "Antoine Loisel," says Mr. Young in a note, "makes mention of an advocate named Favrefort, who was on the point of being compelled to enter the lists in person, because, while stating the case for Armand de Montaigu, one of the parties in a judicial combat, he affirmed that he was ready to make good his averments with his body in the field, without taking care to make it clear that he said this for his client and not for himself. Those present on the occasion thought the matter a capital joke." Did Favrefort, we wonder? Such a contingency would have been just the very thing for Sir Jonah Barrington and the fire-eating Irish bar described in his memoirs. In perusing the numerous accounts which Mr. Young has given us of the most eminent French lawyers, advocates, and their great successes, one cannot help remarking how very much we hear of their rhetoric and their eloquence, and how very little of any other of the qualifications of a barrister.

The Medical Practitioner's Legal Guide on the Laws Relating to the Medical Profession. By HUGH WEIGHTMAN, M.A., Barrister-at-Law. London: H. Renshaw, 356, Strand. 1870.

Mr. Weightman tells us in his preface that this work is a substitute for a new edition which he had at one time thought of bringing out, of Mr. Willcock's treatise on "The Laws Relating to the Medical Profession, with an Account of the Rise and Progress of its Various Orders," published nearly forty years ago. He found, however, that the amount of new matter which subsequent legislation had supplied was so great that he thought it better to re-write the work, merely acknowledging in his preface his obligations to the earlier treatise of Mr. Willcock. In this we think he was right. The effect, however, of the introduction into a "Medical Practitioner's Legal Guide," of matter appropriate enough to Mr. Willcock's history of the rise and progress of the medical profession, is at first sight somewhat incongruous. We have, in a chapter entitled ancient orders of the medical profession, notices of druids, alchymists, witches, and astrologers, and a quotation from Spenser's Faerie Queen about a sweet lass who deftly converted her white smock into bandages for dislocated bones. Besides these materials supplied by Mr. Willcock, we find matter of somewhat similar character, apparently written by the author—biographical notices of Hippocrates and Galen, anecdotes of bishops who have been doctors, and clergymen who have become professors of anatomy, and also a remarkable anecdote of an intimate friend of the author's family, who committed suicide in so ingenious and skilful a manner, that if he had not done it before spectators, the cause of his death would never have been known. We have said enough to show that the "Legal Guide" contains a certain amount of gossip as well as guidance. The effect, however, is to make the book far more readable than it otherwise would be, and we suspect that Mr. Weightman has been imitating a practice adopted by those for whom he writes, and endeavouring to gild the very substantial pill which he subsequently administers in the shape of about 250 pages of Acts of Parliament. The Acts of Parliament, and the chapters explanatory of them, are the most useful part of the work. The author also gives chapters on subjects but remotely connected with the medical profession, such as defamation of character and the law of copyright. Where he quotes cases he generally gives the decision at considerable length, for the very good reason that he is writing principally for persons to whom reports are not easily accessible. This method has the further effect of securing that the law laid down is in most cases reliable, and we have only detected one instance in which there is a chance of a reader being misled. This is by the statement given at page 71 of what was said by Chief Justice Erle in *Turner* v. *Raynall* (14 C. B. N. S. 228), to the effect that it is enough to enable a firm of medical practitioners to recover their fees, if one member of the firm is registered under the medical Act. The difference between a dictum and a decision is scarcely likely to be understood by a non-legal reader, and what was said by the Chief Justice seems to have been so little considered that we cannot recognise it as any guide at all, much less as indicating that even in that learned judge's opinion an unqualified person as well as an unregistered one might in partnership with a registered practitioner recover fees. It is only fair to say that Mr. Weightman does not treat this point as having been so decided, but he seems to think it possible that it might be, for which in our opinion the dictum in question, uttered in a case where all the plaintiffs were properly qualified, though one was not registered until after action brought, is no authority at all. On the whole, however, we have no doubt that members of the medical profession will find a great deal of useful information in this book, and find it in a readable form.

The work would have been improved by more attention

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to details. The index is a very bad one, and does not profess to extend to the appendix of the Acts of Parliament, which constitutes more than half the volume. This is scarcely compensated for by the fact that the table of contents is very full and elaborate. Again, we have besides a preface an introduction which contains observations on the Medical Act, which, certainly, ought to have been incorporated in the body of the work. The references are given not only to different sets of reports, but with different abbreviations. As the work is intended principally for non-legal readers, it would have been better, either to give the references always at length, or, better still, to give a table of abbreviations.

COURTS.

COURT OF COMMON PLEAS.

(Before BRETT, J., and a Special Jury.)

June 29.—*Lewis* v. *Southgate.*

This was an action by a horsedealer and jobmaster, in Berkeley-mews, Portman-square, to recover fifty guineas for the price of a horse sold to the defendant, a solicitor practising in the Temple, and residing at Lee, near Shooter's-hill.

Denman, Q.C., and *Philbrick*, for the plaintiff; *Sir G. Honyman*, Q.C., and *Knight*, for the defendant.

Verdict for the plaintiff for fifty guineas. Leave was reserved to the defendant to move to set it aside and enter a nonsuit, or to reduce the damages on points raised as to the construction of the correspondence and the pleadings.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

June 23.—*Re Rigden.*

This case came before the Court upon a motion to continue an injunction granted by Mr. Registrar Roche on the 26th May restraining one James Mills from further prosecuting two actions of ejectment brought against the bankrupt for the recovery of possession of four houses at Clapton.

It appeared that the bankrupt, who formerly carried on business as a builder and contractor at Clapton, was adjudicated in February last. Some time previously he had taken a building lease of land at Clapton, upon which four houses were in course of erection, and in September last, in anticipation of his marriage with Miss Mills, he assigned his interest in the lease to James Mills, the father of his intended wife, and one Jolley, upon certain trusts. On the 18th November the marriage was solemnised, but, in consequence of the alleged non-performance by the bankrupt of the covenants contained in the lease, Roberts claimed to be entitled to re-enter, and thereupon Mills, on the 7th April, purchased from Roberts the freehold, and on the same day commenced two actions for the purpose of recovering possession of the property.

R. Griffiths, for the trustee under the bankruptcy, urged that Mills, being still trustee of the settlement, had no right to bring ejectment for the purpose of turning out the *cestui que trust.*

F. Knight, for Mills, contended that the sale being in every respect *bona fide*, he was entitled to the benefit of the conveyance by Roberts, and that he had a right to continue his proceedings at law for the recovery of possession.

The CHIEF JUDGE said that giving Mr. Mills credit for the most virtuous, honest, and honourable intentions, it was clear that he, being the trustee, had no right to continue the action against the *cestui que trust. Prima facie* he purchased for the benefit of the settlement; he was not competent by law to buy for himself; the fact of his having purchased did not make him less a trustee, and he could not bring an action to put an end to the interest of the *cestui que trust.* The injunctions must be continued until further order.

Solicitor for the trustee in bankruptcy, *H. H. Poole.*

Solicitors for Mills, *Noon & Davis.*

THE LAW REPORTS.—The Hon. Society of Lincoln's-inn has appointed Mr. R. P. Amphlett, Q.C., M.P., to be a member of the Council of the "Law Reports," in the room of Mr. Daniel, Q.C., who has retired.

APPOINTMENTS.

SIR WILLIAM MILBOURNE JAMES, Vice-Chancellor, has been appointed a Lord Justice of Appeal in Chancery, which office had remained unfilled since the death of the Right Hon. Sir Charles Jasper Selwyn in August, 1869. The new Lord Justice is the son of Christopher James, Esq., of Swansea, by Anne, daughter of Mr. Williams, of Merthyr Tydvil. He was born on the 29th of June, 1807, and had, therefore, completed his sixty-third year on the day of his appointment as Lord Justice. Sir William James was educated at the University of Glasgow, where he graduated M.A. He was called to the bar at Lincoln's-inn on the 10th June, 1831, and at one time went the South Wales Circuit. In January, 1853, he was appointed Vice-Chancellor of the County Palatine of Lancaster, and was created a Queen's Counsel in February of the same year. In January, 1869, he was appointed a vice-chancellor on the promotion of Sir G. M. Giffard to be a Lord Justice of Appeal, in succession to the present Lord Chancellor. Sir William James married, in 1846, Maria, daughter of the late Right Rev. William Otter, Bishop of Chichester.

Mr. JAMES BACON, Chief Judge in Bankruptcy, has been appointed a Vice-Chancellor, in succession to Sir W. M. James. The new Vice-Chancellor is the son of the late James Bacon, Esq., of the Middle Temple, by Catherine, daughter of the late Mr. Day, of Manchester. Mr. Bacon was born in February, 1798. He was called to the bar at Gray's-inn in May, 1827, and afterwards became a member of Lincoln's-inn, of which he is a bencher. He received his silk gown in 1846. In September, 1868, on the death of Mr. Commissioner Goulburn, he was appointed Commissioner of Bankruptcy for the London district, and continued to hold that office till the end of last year, when he was raised to the bench as Chief Judge of Bankruptcy, under the provisions of the Bankruptcy Act, 1869. Mr. Bacon married, in 1827, Laura Frances, daughter of the late William Cook, Esq., of Clay Hill, Enfield. By this lady (who died in 1859) he had three sons and a daughter. One of his sons is Mr. Francis Henry Bacon, of the Home Circuit.

Mr. BOWKER WELDON, clerk to the late Mr. George Moore Smith, solicitor, of Whittlesea, Cambridgeshire, has been elected Clerk to the magistrates of that district, in succession to the said Mr. G. M. Smith.

Mr. GEORGE HENRY GARRARD, of Evesham, Worcester, has been appointed a Commissioner to administer oaths in Chancery.

Mr. JOHN MAXTON, of Glasgow, has been appointed a Commissioner to administer oaths in Chancery in Scotland.

GENERAL CORRESPONDENCE.

BANKRUPTCY ACT, 1869.—DEBTOR'S SUMMONS.

Sir,—May I be allowed to offer a few observations on this subject referred to in one of your articles in last Saturday's number, commenting upon Mr. Registrar Murray's decision that creditors must bear their own costs of a debtor's summons if the debtor pays the debt within the time limited by the summons. You argue in support of the registrar's decision that "the summons was not intended as a new and convenient means for the recovery of debts but as a new and convenient test of insolvency," and in a prior portion of your article you say "the registrar decided the case, as he was, of course, bound to do, upon the strict construction of the Act and rules." I beg to ask, upon what construction of the Act and rules is it to be discovered that the authors of the Act and rules intended this summary process as a test of insolvency and not as a means of obtaining payment of a debt due? Section 7 says that the summons is to resemble as nearly as circumstances admit a common law writ (which is certainly not a test of insolvency), and it is to state that if the debtor fails to pay or compound a debt due after a creditor has proved to the satisfaction of the Court that he has used reasonable effort to obtain payment, he is liable to be adjudged bankrupt. The summons itself distinctly calls upon the debtor to *pay or compound*, and then twice warns him of the consequences of his not so paying or compounding, namely, that he may have a bankruptcy petition presented against him. Rule 21 says that the summons is to be endorsed with the name and

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place of business of the attorney actually suing it out, or, if no attorney is employed for the purpose, then with a memorandum that it is sued out by the creditor in person. I want to know whether these circumstances do not clearly indicate the intention of the framers of the Act and the rules that this process is to be a "new and convenient" and particularly pressing means for the recovery or prompt payment of a debt due. Why is it to be similar to a "writ issued by one of her Majesty's Superior Courts"? Why is the attorney's name and address to be endorsed? Clearly to enable the debtor to go and pay the debt, if he does not dispute it, to such attorney. And is it because he may be what is called solvent, or because he is not enabled to put in a defence and keep his creditor at arm's length for months, inflicting upon him serious loss and injury, and becomes terrified at the idea of bankruptcy at such short notice, that he is to escape the consequences which follow all legal process issued by an attorney "employed" for such purpose, namely, the payment of the proper costs thus necessarily incurred? Rule 25 sufficiently protects a person from whom a debt is claimed who has any defence from any injury caused by the claimant's negligence or dilatoriness; and here the rule is very precise, and makes the creditor pay costs, if he does not proceed within a limited time; and after the best consideration I can give to the subject, I fail to see how this rule can afford any evidence that it was not intended by the Legislature to place a *new* and *convenient* process for obtaining payment of a debt at the disposal of the commercial community, by whose exertions and at whose instance the Act of 1869 was passed. Let me also take the liberty of assuring you that it by no means follows, because the debt is paid, that what you are pleased to call "the real issue, the solvency and insolvency of the debtor" is proved, and that had a writ been issued the debt would have been paid. I had another case, a few weeks before the one in which I applied to the court, in which my client's debt (£180) was paid by a trader within seven days after offering bills at two, three and four months. This gentleman, to my certain knowledge, will be obliged to go into liquidation, or be adjudged a bankrupt for a debt of £2,500. The account was an open one, and had a writ been issued I have no doubt whatever that proceedings would still be pending, and my clients would have the luxury of proving against his estate, of a very unsaleable nature, and in a few months time would have received a dividend of 3s. or 4s., as there are first and second mortgages on the property. The bankruptcy law of 1869 was based upon the evidence taken before the Select Committee of the House of Commons in 1864 and 1865, and after a careful perusal of that very interesting document, I submit it is perfectly clear that it was intended to prevent debtors delaying their creditors by affording to the latter the pressing remedy (if you please) enacted by the 7th section, and that it is clearly an omission of the concoctors of the rules and forms from the form of summons prescribed that the debtor should pay his creditor's costs of such summons; and with the greatest respect for the learned and courteous registrar who decided my case, I am clearly of opinion he had the power under rule 186 to award the costs, and that it is, in the words of that rule, "fit and just" that the defaulting debtor should pay them.

J. SEYMOUR SALAMAN.

St. Swithin's Lane.

THE JUDGE OF THE HEREFORD COUNTY COURT.

Sir,—It must have been a matter for much surprise to the readers of your contemporary, the *Law Times*, to notice in that paper of the 18th inst. two direct attacks on a county court judge. I refer to Mr. Josiah W. Smith, Q.C., the judge of County Court District No. 27—a judge who stands pre-eminently high in the profession, and who deserves anything but ridicule in the columns of a newspaper.

The first of the attacks in the *Law Times* is on page 119 of the number of that paper to which I have referred, and reference is there made to a "curious proceeding" at Madeley County Court, this "curious proceeding" being simply an intimation to a debtor who had been ordered to pay a debt, and who had distinctly told the judge in open court that he would not pay it, that he (the debtor) would be fined £1 unless he apologised to the judge before the rising of the Court. Following the narration of this "curious proceeding," the editor of the *Law Times* refers to section 103 of 9 and 10 Vict. c. 95, in which it is enacted that, "if any person shall wilfully insult the judge" or "otherwise misbehave in court," the judge may give him into custody or impose a fine; and the writer then remarks: "Clearly the defendant intended no insult to the judge, and clearly also there was not what the Legislature contemplated as 'misbehaviour in court.'" To me it does not appear to be so clear as the writer in the *Law Times* attempts to make it; indeed, if anything be clear, it is the opposite of the *Law Times'* argument. If it be not an insult to a judge for a person to tell him openly in court that he will not obey that judge's order, I should be glad to know what the editor of the *Law Times* considers an insult. As for misbehaviour in court, can any conduct be more direct misbehaviour than that I have mentioned? Judge Smith, I contend, Sir, was quite right in what he did; and to fortify this opinion I may mention that only last week Mr. J. M. Herbert, the judge of County Court Circuit No. 24, and a gentleman whose opinions are highly valued, pursued exactly the same course as that adopted by Judge Smith—at least, he threatened to fine a debtor if he again said he would not pay. And yet, in relation to this matter, the *Law Times*, speaking of Judge Smith, must needs remark:—"Arbitrary measures of the kind above referred to do not add weight or dignity to the proceedings of the county court." Does the *Law Times*, by pursuing the ungentlemanly course of lending itself to the publication of personal *animus*, add weight or dignity to its columns or to its standing as a newspaper? But the *Law Times*, not satisfied with this one unwise attack, must needs indulge in another in the following page (120) of the same newspaper. Without going into detail I may mention that in this instance its arguments and deductions are quite as absurd and inconsistent as those I have mentioned, and in fact it here admits that its "views are open to argument, and different opinions may be entertained as to the meaning of the Act"! How long has the *Law Times* found out this? But it is not a question, Sir, of whether the course pursued by Judge Smith in these two instances was correct or not. Of what I complain is the discreditable attacks of the *Law Times*: they are purely personal, and unworthy a paper of respectability. Judge Smith, like all other judges, is not immaculate; but of his desire to act justly and do what is right, and of his great ability, no one who has the pleasure of knowing him has a doubt. His high position as a legal author and the excellence of his many works are, perhaps, only known to those who are connected with the profession; but of his undoubted honour, his kindness to the poor in the city and neighbourhood in which he resides, his unbounded charity, and his readiness at all times to give a helping hand to those who need it—these qualities which "add weight and dignity" to what he does—all who know him can testify, rich and poor alike; and these, Sir, will ensure for him a respect which will long outlive the uncalled-for and ungentlemanly attacks in the *Law Times*.

AN ARTICLED CLERK.

Hereford, June 29, 1870.

THE LEGAL EDUCATION ASSOCIATION AND THE INCORPORATED LAW SOCIETY.

Sir,—Scarcely a member of the legal profession can doubt the advantage which must accrue to it from such a society as the Legal Education Association, if the objects set forth in your journal of 4th June (p. 640) are stedfastly pursued. The establishment of a law university, as a matter of course, must include the collection of a law library, and much better means of legal education than are at present available; and holding this in view, I am prompted to address you, not so much to point out the obvious beneficial results a law university would achieve as to express an opinion that it would render the existence of the Incorporated Law Society unnecessary, and to recommend the members of my branch of the profession to transfer their support to the new association. The duties supposed to be fulfilled by the Law Society are various and many. I say *supposed* because few of those duties are performed in a satisfactory manner, except the maintenance of a library and law lectures and classes. That the principal of the other objects of the Law Society are not properly cared for is, I believe, the general feeling of the profession. I particularly refer to the duties assumed by the society of (1.) watching the proceedings of Parliament in the interest of the profession; (2.) taking action with reference to parliamentary and other enactments

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and rules affecting the profession; (3.) protecting the profession from the encroachments of persons not qualified to practice.

By way of illustrating the first I need hardly remind you, Sir, that a year or two ago the Hon. Geo. Denman carried the second reading in the House of Commons of a bill for the remission of the Attorneys' Certificate Duty, a tax which the Government of the day scarcely attempted to justify in principle, but the sum realised by which they were loth to part with. This year Mr. Lowe disposes of a surplus; yet I look in vain for any action on the part of the Law Society to induce Parliament to remit this duty. The society in its published reports seems to assume some direct or indirect influence with the Legislature, and if that influence be ever so small, it should surely be exercised to get the duty removed. Yet it appears that while the stock-brokers agitate for the removal of exceptional taxation upon them, the society professing to represent the solicitors is content to see them, comparatively speaking, the most highly taxed class in the community.

As to the second point, I will merely ask whether the Law Society has considered rule 15 of the County Court Rules, 1870, and whether it has taken no step by way of remonstrance with the county court judges who framed those rules. I was greatly surprised that such a rule as number 15 should have been approved by the Lord Chancellor, and I cannot but think that a respectful representation of its effect to the judges and his Lordship from the Law Society would result in its abrogation. Of course it would never answer the purpose of a solicitor in respectable practice to do, or employ a clerk to do, all the work mentioned in the rule for the paltry fee of 5s., and the consequence is that solicitors are prevented from practising in the county courts, and suitors are at the tender mercy of the accountants, law agents, or whatever they may call themselves, who hang about those courts. And this brings me to my third point.

There is no doubt that a large proportion of work legitimately belonging to the solicitor is done by this class. Much also is done by uncertificated attorneys. Yet what does the Law Society to protect our interests? Solicitors have drafts returned to them signed as approved on behalf of a vendor or lessee by persons not attorneys, solicitors, or conveyancers. Continually we see persons mentioned in the police reports as appearing for the prosecution or defence, or instructing counsel, or "watching the the case" (by taking part in it), whose names do not appear in the *Law List*. And a year or two ago were constantly to be seen in the *Gazette*, as attesting bankruptcy petitions, the names of attorneys without certificates. This last I believe has since been prevented, but not through the means of the Law Society. I do not complain of the society because the certificate duty is imposed, or because the evils I have mentioned exist, but I do complain of it because it does not exert itself (as it might by petitions to Parliament, enforcing penalties, prosecutions, proper representations to magistrates and the like) to obtain the remission of the duty, or (while it is imposed and in justice to those who pay it) to prevent those who do not pay it from practising, or to remedy the other matters I have mentioned affecting the profession. I have been informed that the society will not move against unqualified men unless the evidence is brought to it "cut and dried," but when a *primâ facie* case is obvious to the world it is scarcely fair that one should be expected to spend time in getting up evidence for the good of one's profession when there exists an institution, established, as I have always thought, for (among others) that very purpose.

I think, therefore, that if by the Legal Education Society we get no more than a library and a provision for legal instruction, we shall get all we have in the Incorporated Law Society, and that, as the latter has proved in other respects a failure, no reason will remain for its continued existence.

A SOLICITOR.

June 25th, 1870.

AMERICAN LAWYERS' FEES.—Legal practice pays when one reaches "the upper story." David Dudley Field received 300,000 dols. fee from the Erie Railroad. Jeremiah S. Black got 135,000 dols. from the New Almaden Mine case. William M. Evarts has a professional income of 125,000 dols., and recently charged 5,000 dols. for one speech, which occupied eighty minutes.—*Philadelphia Ledger.*

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 24.—The *Felony Bill* was reported as amended in committee.

The *Irish Land Bill.*—Adjourned committee.—Clause 3 (Compensation).—The Duke of Richmond proposed an amendment providing that in case of any assignment of a tenancy the assignee shall not, unless accepted as a tenant by the landlord, be entitled to compensation for eviction. —Earl Granville proposed a clause which he thought would almost entirely prevent assignments without the landlord's consent, but, the Duke of Richmond declining to accept this clause, the original amendment was discussed, and, having been supported by Earl Grey, Viscount Lifford, Lord Cairns, the Earl of Limerick, the Marquis of Salisbury and others, while Lord Dufferin and others supported Earl Granville's clause, the Duke of Richmond's amendment was carried by a majority of 116 to 82.—The Duke of Richmond proposed to leave out the words which relieve from the penalties of sub-letting the letting of a portion of land not exceeding half an acre to agricultural labourers *bonâ fide* required for the cultivation of the holding.—The amendment was opposed by Lord Granville, the Duke of Argyll, and Lord O'Hagan, and supported by Lord Cairns. —Carried by a majority of 138 to 99.—The Duke of Richmond moved to substitute twenty-one years for thirty-one as the length of lease which is to exonerate landlords from paying compensation for eviction.—Lords Granville and Kimberley opposed and Lords Malmesbury and Cairns supported the amendment.—The Lord Chancellor would rather strike out the clause than adopt the amendment.—Carried by a majority of 140 to 111.—Lord Salisbury next moved an amendment taking from all holdings above £50 (instead of £100 as in the bill), the right to claim compensation for disturbance.—Lords De Grey and Bessborough, Earl Granville, and the Duke of Richmond opposed the amendment; the Duke of Cleveland and Lord Clanricarde supported it.—Carried by a majority of 119 to 111.—Clause 3 as amended was then agreed to.

June 27.—The *Sequestration Bill.*—On the motion for the third reading, Lord Cairns said he should not persist in his amendment for the rejection of the measure, as the Bishop of Winchester had met his greatest objection to it—the forfeiture of a benefice by decision of the bishop, with an appeal to the archbishop—by consenting that the inquiry by the bishop should have a judicial character, and that there should be an appeal to the Judicial Committee of the Privy Council. Though still deeming the provisions of the bill too harsh, he would not propose the rejection of a measure which their lordships had received with so much favour.—The Archbishop of York regretted the concession as one altering the principle of the bill. An inquiry by the bishop with an appeal, passing over the archbishop, to the Privy Council, would involve such an enormous expense that many bishops would shrink from putting the measure in force.—Lord Portman objected to the vesting of such authority in the bishop, and to affording so mischievous a power to a spiteful creditor. He trusted that the bill would be rejected in another place.—Lord Westbury approved the provision enabling the bishop to appropriate a larger portion of the revenue of a sequestrated living to the spiritual necessities of the parish, but objected to those clauses which deprived the creditors of their rights, and imposed on an embarrassed clergyman the stigma of passing through the Bankruptcy Court.—The Marquis of Salisbury, admitting that the concession made would materially injure the bill, hoped the measure would be accepted as a decided step in advance, for it declared almost for the first time that the clergyman existed for the parish, and not the parish for the clergyman, and made a breach in that freehold position which had been carried so far as to produce much harm. It would remove the scandal of a clergyman pledging the income of his benefice to his private creditors, which no naval or military officer or civil servant was allowed to do.—The Bishop of Gloucester and Bristol could not concur in the *concordat* of the Bishop of Winchester, for it would not only entail great expense, but, by passing over the archbishop, would reverse the present principle of ecclesiastical jurisdiction.—The Duke of Somerset believed the result of the bill would be that clergymen who borrowed money would have to pay eight or ten per cent., instead of four, the security of the revenue of their present benefices being withdrawn.

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The *Felony Bill* was read a third time and passed.

The *Irish Land Bill.*—Adjourned Committee.—Clause 4 (Compensation for improvements on holdings not subject to custom).—The Duke of Richmond moved an amendment declaring that in the case of ordinary improvements twenty years' enjoyment shall satisfy and extinguish a tenant's claim to compensation.—Lords Kimberley and Grey supported the amendment.—Lord Cairns raised a question of legal construction, and the consideration of the amendment was postponed to the report.—Clause 4, with verbal amendments, was then added to the bill.—Clause 5 (Presumption in respect of improvements to be in favour of the tenant).—Lord Penzance added the following additional exception:—"Where, from the entire circumstances of the case, the Court shall be induced to draw an opposite presumption."—Lord Clanricarde moved an amendment to the clause, declaring that all claims for improvements, either by landlord or tenant, shall be proved by evidence, whereas the bill created a presumption in favour of the tenant.—Carried by a majority of 122 to 83.—The Duke of Richmond added an amendment giving any landlord or tenant a permissive right to register improvements.—Clause 5 was then added to the bill.—Clause 6 (Compensation in respect of payment to incoming tenant) was agreed to, with verbal amendment.—Clause 7 (Compensation in respect of crops) was agreed to.—Clause 8 (Definition of limitation as to disturbance in holding).—The Duke of Richmond added a provision that ejectment for breach of reasonable covenant should not be deemed disturbance by the act of the landlord.—Clauses 8 and 9 were added to the bill.

The *Benefices Resignation Bill* passed through committee.

The *Turnpike Trusts Arrangement Bill* passed through committee.

June 28.—The *Irish Land Bill.*—Adjourned committee.—Clause 10 (Derivative title of tenant) and clause 11 (Exempting certain lands from the operation of the bill) were agreed to.—Clause 12 (Exemption of certain lands from compensation) was agreed to on the Government undertaking to consider the matter before the report.—Clause 13 (Proceedings to be taken by tenant in respect of claims) and 14 (Proceedings to be taken by the landlord) were agreed to with slight amendments. After clause 15 (Equities between landlord and tenant) had been agreed to, the Duke of Richmond moved a clause, that in cases of dispute between landlord and tenant the Court shall reduce its order into writing, in the form of a decree or award, stating the items of claim allowed and the particulars of any set-off.—Lord Cairns supported the clause, which was agreed to.—Clause 18 (Civil Bill Court to award compensation) was agreed to.—Clause 17 (Restrictions on eviction of tenant) was agreed to with an addition by Lord Penzance, giving a landlord the option of depositing the amount of compensation due from him before going into court.—Clause 19 (Procedure of Civil Bill Court) was agreed to with an amendment by the Duke of Richmond, throwing on the Civil Bill Judges the duty of deciding matters of fact without a jury.—Clause 20 (Appeal) was amended by the Marquis of Clanricarde, by adding "the Lord Justice of Appeal" to the "Court for Land Cases Reserved." On clause 21 (Court of Arbitration), a proviso proposed by Lord Lifford that nothing in the Act should affect or injure the right of the landlord to accept or refuse a proposed incoming tenant, was opposed by Earl Granville and the Duke of Richmond, and negatived by a majority of 59 to 40.—Clause 40 (Advances to tenants for purchase of holdings)—a proviso by Lord Courtown, limiting the size of the holdings to £20 annual value, was negatived.—Clauses 24—39 were agreed to without amendment.—Clause 40 (Advances to tenants for purchase) was, after some debate, agreed to without a division; as also was clause 41.—Clauses 43—52 were agreed to.—Clause 53 was amended by Lord Courtown, so as to make notices to quit apply to holdings defined under the bill.—Clause 54 was amended by the Duke Richmond by substituting six months as the time for notices to run.—Clauses 55—65 were agreed to.—Clause 66 (Abolishing the landlord's right of distress in the case of tenancies created after the passing of the bill, except where there is an agreement to the contrary) was negatived on the motion of the Duke of Richmond.—Clause 67 (General definitions) was agreed to.—Clause 68 (Special definitions) was agreed to, the definition of a "holding" having been amended by Lord Cairns and the Lord Chancellor.—Clauses 69 and 70 were agreed to, and Tuesday was then fixed for the report.

The *Turnpike Trusts Arrangements Bill* was read a third time and passed.

June 30.—The *Attorneys and Solicitors' Remuneration Bill.*—On the motion for the third reading, the Lord Chancellor urged objections to permitting appeals in some cases on questions relating to costs, as contrary to long-established rule, and certain to give rise to much litigation.—Lord Chelmsford concurred.—The bill was then read a third time; and on the motion that it do pass, Lord Chelmsford proposed an amendment providing that contracts as to costs between attorneys and clients with respect to actions at law or suits in equity should be submitted, before payment of the sum agreed on, to a taxing officer, who, if he deemed it unreasonable, should report thereon to the court, which should have power either to reduce the sum or cancel the agreement. He approved the bill so far as it would legalise contracts as to conveyancing business, for at present, the remuneration being according to the length of the documents, there was no inducement to exercise skill, but every inducement to prolixity; and this class of business being generally transacted by the leading members of the profession, the power of making agreements with their clients might be safely entrusted to them. With regard, however, to actions and suits, the policy had been to protect the client against the attorney, a scale of fees being fixed by the judges, a staff of taxing officers being appointed, and the expenses of taxation, in the event of one-sixth of the total sum being taken off, being thrown on the attorney. There was no objection to this system, and though he was sure the alteration proposed would not be unfairly taken advantage of by attorneys engaged in great commercial cases, there were attorneys of a very different stamp who would be glad to withdraw their charges from the scrutinising eye of the Courts by making a private agreement with their clients. Knowing what the probable costs would be under the present system, they would take care to stipulate for something in excess, to which the ignorant client would easily assent. It was true the bill provided that such agreements could not be enforced by action except by petition to the Court, which would cancel them if unreasonable; but the client would not be aware of this protection and would not know whether the agreements were reasonable. Moreover, an attorney, if the action had succeeded, might recover the whole amount of the expenses from the opposite side, and yet exact from his client the sum agreed on.—The Marquis of Salisbury acceded to the amendment with some reluctance, as it proceeded on a principle which noble lords had recently denounced, that of protecting people against the results of their ignorance in making contracts. His noble and learned friend seemed to have as bad an opinion of English attorneys as the Government had of Irish landlords.—Lord Chelmsford said there were some attorneys whom he did not trust.—The Marquis of Salisbury disliked the policy of protecting people against the results of contracts made in ignorance. His belief was that in the long run the best way of protecting them was to make them liable for all the resulis.—The amendment was agreed to; and clause 19 having been amended, on the motion of the Marquis of Salisbury, by omitting the words, "allowing appeals on questions of costs," the bill passed.

The *Wine and Beerhouse Act* (1869) *Amendment Bill* passed through committee.

The *Medical Act* (1858) *Amendment Bill.*—Committee.—The bill was reported with amendments.

The *Churchwardens Liabilities Bill* was read a third time and passed.

The *Ecclesiastical Dilapidations Bill* passed through committee.

HOUSE OF COMMONS.

June 24.—*The Court of Chancery.*—Mr. G. Gregory called attention to the appellate jurisdiction in the Court of Chancery, and moved "That in the opinion of this House it is expedient that all appeals in that court should be heard before three judges. He had sketched the history of the Court down to the time when two Lords Justices were associated with the Lord Chancellor to constitute a Court of Appeal; and was proceeding to quote opinions upon the Court as so constituted, when an hon. member

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moved that the House be counted, and, there being only twenty-six members present, the House adjourned.

June 27.—The *Sligo and Cashel Disfranchisement Bill* was read a third time and passed.

The New Law Courts.—In reply to Mr. W. H. Smith, Mr. Ayrton said, as far as he could judge, the excavations for the foundations of the new building would be begun at so early a period that it would be impracticable to open a thoroughfare across the site, in lieu of those which have been closed, from Carey-street to the Strand.

June 28.—*Church Government of Parishes.*—Lord Sandon moved that the House resolve into committee with the view of obtaining leave in committee to bring in a bill to provide for the constitution of parochial councils in all parishes in England and Wales, and to define and enlarge the powers of parishioners with respect to the conduct of divine worship in their parish churches.—Mr. Cowper Temple seconded the motion.—Mr. T. Hughes and Mr. Gladstone supported it. The motion was agreed to. The House then went into committee, and the proposal to introduce a measure having been agreed to, the House resumed, and leave was given to introduce the bill.

The *Dublin City Voters' Disfranchisement Bill* (to disfranchise the voters reported as guilty of bribery) was read a first time.

The *Charitable Funds Investment Bill* was read a second time.

The *Rents and Periodical Payments Bill* was read a second time.

The *Settled Estates Bill* was read a second time.

The *Liverpool Admiralty District Registrar Bill* was read a third time and passed.

June 29.—The *Life Assurance Companies Bill.* Adjourned committee.—Clause 3 (Cautionary deposit).—An amendment by Mr. Synan, that the £20,000 deposit should not be returned after three years, but retained as a continuing security, was negatived and the clause agreed to.—Clause 4 (Separation of life assurance funds) was agreed to, with a proviso by Mr. Cave that it should not apply to existing companies the whole of the profits of which were paid exclusively to life policyholders.—Clauses 5 and 6 (Statements of account) were verbally amended and agreed to.—Clause 7 (Actuarial report and abstract). An amendment by Mr. Anderson, to the effect that companies established before the passing of the bill should only be required to make returns of their accounts once every ten years, companies hereafter to be established being required to make such returns at intervals of five years, was carried by a majority of 81 to 16.—Clauses 8—10 were agreed to with verbal amendments.—Clause 11 (Copies of statements to be "delivered" to shareholders and policyholders). An amendment by Mr. Cave, to substitute "posted" for "delivered," was rejected by a majority of 119 to 46.—Clause 12 (Amalgamations and transfers of business). Mr. T. Cave said that after what had occurred in the case of the Albert Company a strong feeling had existed against the amalgamation of companies, but he did not think that, on reflection, a prejudice of that kind could continue to prevail, and as he thought that the clause, as at present worded, would render the amalgamation of two companies impossible, as the assent in writing of one-half of the policy-holders could never be secured, he proposed, as an amendment, to leave out the words requiring the written assent of one-half, and to substitute certain words providing that any policyholder and annuitant in the company might, within a month after receiving notice, elect either to agree to such an amalgamation or transfer, or might require the company to purchase his life policy or annuity, the value to be settled by agreement or arbitration. He would not press his amendment to a division, but he wished to obtain an expression of opinion from the committee on the subject. His object was not to interfere unnecessarily with amalgamations and transfers, which in many instances were very proper proceedings. His only wish was that they should be carried on openly and fairly, and that no means for effecting fraudulent amalgamations and transfers should exist in future. With respect to amalgamations, he provided in the bill that no amalgamation should be made without proper notice to the policyholders in both companies; and in case of transfer he had gone so far as to require notice to be given to each shareholder in the company to be transferred. This provision, combined with the enactment embodied in clause 14, would provide a safeguard against fraud.—Mr. G. Gregory thought there might be a difficulty in giving notice under the 12th clause, and he suggested that the notice should be sent to the persons by whom the last premium was obtained. The amendment was withdrawn, and the clause agreed to.—Clauses 13—23 were agreed to, with verbal amendments.—On the motion of Mr. Bowring, two new clauses were added to the bill requiring companies to furnish to every shareholder and policyholder, on application, a copy of a "shareholders' address-book" and of the deed of settlement, on payment for the same.—Mr. T. Cave moved a clause requiring companies to pay, on request of the holders of any life policy issued by them, the equitable surrender value of policies, which should in no case be less than one-third of the premiums paid in respect of such policies, as was, indeed, the uniform practice of all respectable companies.—Mr. Cave said that, no doubt many cases of hardship had arisen where offices refused a surrender value. But this clause went too far; he himself had prepared an amendment to the 6th schedule which accomplished all that was really practicable.—The clause was negatived without a division.—The remaining clauses were agreed to, Mr. T. Cave postponing several amendments to the report.—The schedules were then agreed to, with the addition to schedule 6 of a paragraph requiring "a table of *minimum* values allowed for the surrender of policies for the whole term of life and for endowments and endowment assurances."

The *Coroners Bill.*—The order for committee was discharged.

The *Absconding Debtors Bill.*—On the order for the second reading of this bill, Mr. Morley said the Attorney-General had consented to the second reading on condition that certain new clauses were introduced into the bill in order to render its meaning more distinct.—The bill was then read a second time, the committee being fixed for the 12th of July.

The *Lodgers' Goods Protection Bill* passed through committee *pro formâ*.

The *Felony Bill.*—The Lords' amendments were agreed to.

June 30.—The *High Court of Justice Bill.*—Mr. Denman gave notice that on the motion for the second reading of the High Court of Justice Bill he should move the following amendment:—"That it is inexpedient to consider the proposals for the alteration of the constitution of the Superior Courts of Common Law and Equity, and the Courts of Appeal therefrom, till Parliament has before it the changes in the mode of procedure which are contemplated in connection with such proposals."

The *Charitable Funds Investment Bill* passed through committee.

The *Rents and Periodical Payments Bill* passed through committee.

OBITUARY.

MR. F. P. MAUDE.

Mr. Frederic Philip Maude, barrister-at-law, died at his residence, St. George's-road, Pimlico, on the 13th June, at the age of fifty-three years. He was the son of the late John Gervaise Maude, Esq., of Great George-street, Westminster, by the daughter of George Hartwell, Esq., of Laleham, Middlesex. Mr. Maude was called to the bar at the Inner Temple in January, 1847, and went the Home Circuit. He was the author, in conjunction with Mr. C. E. Pollock, Q.C., of the "Compendium of the Law of Merchant Shipping," which work has reached its third edition. He also edited the lectures of the late Mr. John W. Smith on the "Law of Landlord and Tenant," and assisted the late Mr. Thomas E. Chitty in preparing the last two editions of "Smith's Leading Cases." Mr. Maude married, in 1850, Anne, daughter of the late Mr. Edward Jackson, but has left no issue.

MR. C. J. DAWSON.

Mr. Charles James Dawson, barrister-at-law, died at Melbourne on the 17th March last, aged 46 years. He was the nephew of the late Mr. James Robinson, solicitor, of Queen-street-place, in the City of London, and was called to the bar at the Inner Temple in May, 1848. For a few years he practised on the Oxford Circuit, attending also the Hereford and Stafford Sessions; but proceeded to Melbourne about

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the year 1853, and became a member of the Victorian bar, at which he practised up to the date of his death.

MR. R. SYMONS.

Mr. Richard Symons, solicitor, of Wadebridge, near Bodmin, Cornwall, died on the 26th of June, at the advanced age of eighty-eight years. He was one of the oldest attorneys in the country, having been placed on the rolls as far back as the year 1806. He filled the local office of clerk to the magistrates of the hundreds of Trigg and Pydar, and was also clerk to the trustees of the Camelford, Wadebridge, and St. Columb Turnpike, and to the trustees of the bridge at Wadebridge. Since 1849, he had carried on business in partnership with his son, Mr. Richard J. E. Symons, under the firm of Symons & Son.

MR. G. A. HERRING.

Mr. George Anthony Herring, solicitor, of Bedale, Yorkshire, died on the 19th of June, aged fifty-eight years. Mr. Herring, who was certificated in 1844, filled the local offices of Clerk to the Guardians of the Poor, Clerk to the Magistrates of the petty sessional division of Hang East, and clerk to the Highway Board.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

Mr. Hindle, a member of this society, obtained the Clifford's-inn prize at the Final Examination in Easter Term last.

THE STAMP DUTIES.

Petition of the Metropolitan and Provincial Law Association to the House of Commons, presented by Mr. Dodds.

The humble petition of the Metropolitan and Provincial Law Association,

Sheweth,—That your petitioners have considered the very important bill now before your honourable House, intituled "a Bill for granting certain stamp duties in lieu of duties of the same kind now payable under various Acts, and consolidating and amending the provisions relating thereto."

That your petitioners, though highly approving of the consolidation of the stamp laws and of some of the amendments proposed, beg respectfully to submit their opinion that considerable hardship and inconvenience will result if such bill be enacted without the amendments hereinafter suggested.

That the following provisions (among others) of such bill appear to your petitioners to require amendment in the direction specified.

Clause 8 appears to your petitioners open to objections because it would cause great uncertainty as to whether a deed was properly and sufficiently stamped, and would throw undue responsibility upon the solicitor in preparing many instruments unless he relieved himself of the responsibility by putting his client to the extra expense of an adjudication stamp. For it would be often impossible to decide whether some covenant or trifling proviso might not afterwards be held to be a distinct consideration. It would be also impossible to determine what formed a "distinct operation," and it would probably be held that a power of attorney in an assignment was liable to separate duty, and the same of a covenant to produce.

Clause 10 appears objectionable, and especially having regard to clause 8, because it would, in numerous instances, subject innocent signers or preparers of instruments to the forfeiture of £50, a *prima facie* case of an intent to defraud being often very difficult to disprove after a lapse of time, &c. There are many cases in which the whole consideration or circumstances are by universal practice, and for reasons unconnected with stamps, not stated.

There are also many cases in which parties agree to the results and consequences intended to be effected by a deed, though "the facts and circumstances" which induce one of such parties to enter into it are entirely different from "the facts and circumstances" operating in the mind of the other. In such cases such facts or circumstances are not stated in the deed. Your petitioners have only to suggest the following as some of such cases, viz.:—Deeds for carrying into effect family arrangements, deeds for carrying into effect arrangements of disputes, and deeds of separation.

The 48 Geo. 3, mentioned in the reference to the existing law, imposes a penalty on any solicitor wilfully mis-stating in a conveyance on a sale the consideration-money for which the property is sold. The offence for which this penalty is imposed is certain in its nature, and could not be committed unintentionally, but the bill now before your honourable House makes it an offence if any instrument omits fully and truly to set forth therein all the facts and circumstances, and no person could ever know whether he had or had not incurred the penalty imposed.

As to clause 15, the time now allowed for stamping instruments executed abroad is two months. Even this period is frequently insufficient, and your petitioners have no hesitation in stating that, in the majority of such cases, deeds executed abroad could not be stamped within the shorter period of fourteen days. The Commissioners should have power, in cases they consider open to doubt, to stamp any instrument with the duty they deem deficient at any time without penalty. And it would facilitate investigations of titles if questions of stamp duties on documents more than (say) ten years old could be got rid of by the additional duty being impressed without penalty.

Your petitioners submit, as to clause 16, that the imposition of a double penalty in the case of instruments insufficiently stamped produced as evidence is unreasonable and unjust. The existing penalty of £10 in the case of instruments insufficiently stamped is a very severe penalty, and where the matter in dispute is small in value it amounts practically to a denial of justice. To double the penalty would be to increase the hardship and injustice, and there is no reason why the penalty should be doubled in the case of instruments produced in court more than in any other case.

Your petitioners submit, as to clause 17, that to make an unduly stamped instrument not available for any purpose, or upon any occasion, is a great alteration of the present law of real property, and would lead to great difficulties and dangers. If a deed were, through inadvertence, insufficiently stamped, all deeds granted under it would be void. This could never be the intention of the promoters of the bill.

If the clause becomes law it will injuriously affect many titles to real property, and thereby render the property affected unmarketable, or at least materially reduce its selling value. It must not be forgotten that it is often a question of great difficulty what is and what is not the right stamp. The penalty imposed by the existing law affords ample protection to the revenue, and no advantage is to be gained by so unjust a provision.

As to clause 18, the Commissioners should not be permitted to make any regulation authorising them to refuse to adjudicate in any case on being furnished, under clause 20, with all necessary evidence, &c.

As to clause 19 there should be a right of appeal from every decision of the Commissioners to the Court of Exchequer and thence to the Exchequer Chamber. The recent case on building leases illustrates the great importance beyond the amount in the case actually before the Court which may be involved.

Your petitioners submit that the provision in clause 20, authorising the Commisioners to require to be furnished with evidence as to facts and circumstances not stated in the deed, is open to the objections already submitted as to clauses 8 and 10. The Commissioners have to assess the duty upon the deed itself and ought not to be allowed to go behind the deed or to inquire into matters not stated therein. The duty is charged upon an instrument of a stated description having a stated operation and ought not to be affected by any facts or circumstances not stated in it.

Clause 21 is open to objection. It is far too stringent and too inquisitorial. It gives the Commissioners power to enter every man's house and to examine every man's deeds and documents, and to make notes of the nature of his title to his estates. No such power should be given to any commissioners and certainly not when the object is merely to ascertain whether stamp duties have been paid.

Your petitioners would suggest that clauses 24 and 36 require what would often prove an impossibility—viz., for every party to cancel the adhesive stamp. Suppose, for instance, the case of a corporation executing by its common seal, or of the parties on one side being as they often are too numerous to sign on the stamp, an instrument involving thousands of pounds might be valueless because one signa

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ture was off the stamp. The cancellation of adhesive stamps should be hampered with as few restrictions as possible, and they should be the same in all cases—viz., by the dated signature of any one of the parties to the instrument.

It appears to your petitioners very desirable that in order to avoid mistakes and loss arising from unintentional departure from the rules to be laid down as to the cancellation of adhesive stamps; that these rules should be simple, and plain, and easy to be acquired; that they should be most easy of performance and free from pitfalls. Your petitioners would suggest that the "contemporaneous" cancellation by one party at the time of execution should be sufficient; that they should be all collected under one head in one part of the bill and not scattered in different heads as at present; and that, especially having regard to the fact that adhesive or other stamps are not always obtainable where instruments (and this applies particularly to the class of instruments to be stamped with adhesives) requiring these stamps are prepared, provision should be made for stamping all instruments (except bills of exchange or promissory notes) after execution.

As to clause 40 your petitioners submit that the words "clerk or servant" should be omitted. In every case of hiring, the services of the party hired are given for the benefit of the master, and the clause as it stands requires every contract for hiring to be set forth "in an instrument of apprenticeship," and duty paid upon the value of the services. Every contract for hiring, without limit to its value or nature, not in writing, is declared by the clause to be null and void.

As to clause 49 your petitioners submit that the words "or importing" in the interpretation of the term "promissory note" contained, will have the effect of making many memoranda not now considered as "promissory notes" liable to duty. Almost every memorandum or letter relating to a matter of business may be considered as "importing a promise to pay a certain sum of money," and the words objected to are of very serious importance having regard to the heavy penalty imposed by clause 55.

It appears to your petitioners that the list of persons excepted by clause 62 from liability to the penalty thereby imposed on unqualified paid preparers of instruments should be followed by the words "and duly authorised in that behalf," otherwise a Scotch writer to the signet might act as a conveyancer in England, and English practitioners prepare Scotch deeds. The exception in sub-clause (*c*) is new and wrong.

Your petitioners submit that clauses 85 and 86 are open to some of the objections already stated by your petitioners. These clauses like many others in the Act seek to charge stamp duties upon the transactions themselves, and not merely upon the instruments in which transactions are recorded. Whereas your petitioners submit that the liability to stamp duty should be limited to the instruments themselves subject to the liability to penalty for a wilfully untrue statement of the amount of consideration on a sale, and that Commissioners should have nothing to do with other facts or circumstances.

Clause 98 (2) appears to your petitioners objectionable. The lease should be required to be made "in pursuance of" instead of "in conformity to" the previous agreement, in order to avoid any question of a second *ad valorem* stamp, for a want of strict conformity. But the proviso would lead to serious inconvenience as the rough agreement, or heads of terms, if signed would have to bear *ad valorem* and to be preserved. It would be much more convenient if it were provided that if the lease be actually granted within six months the *ad valorem* may be put upon the lease itself.

In clause 99 (2) the words "or available for any purpose" should be omitted, for the reasons stated against the similar words in clause 17. If great care is not taken to define the mode of estimating duty on leases many difficulties will arise as universally prevailing as that now being provided for by the Stamps on Leases Bill.

In clause 102 the penalty should only apply where the omission is "wilful" and with intent to defraud, as agreements for taking houses are constantly drawn up and signed in places where no stamps may be obtainable at the time, and yet, though in section 101 the words used are permissive, yet in 102 they are not, and it makes the penalty absolute if the adhesive stamp be not put on before the execution, often an impossibility.

Your petitioners would submit that as to clause 126, no *ad valorem* duty should be chargeable where the interest of the settlor, though vested and reversionary, is defeasible—viz., a reversionary interest under another settlement subject to be defeated by the exercise of the power of appointment by a third person. The word "defeasible" imposes a new tax in this respect and should be omitted.

As to Same clause, sub-clause 3, as to settled money temporarily invested in land becoming the subject of a fresh settlement, is only adapted to the simple case of the land remaining intact; if half the land has been sold for say the cost of the whole, how is the duty on a sub-settlement of the remaining half of the land to be estimated?

SCHEDULE.

Award. The *ad valorem* duty (if any) should be on the sum awarded and not on the sum in dispute, which may be some absurd sum. But the maximum stamp requisite on an award should be the common deed stamp of 10s., often there is no pecuniary sum in dispute. As this item stands, there would be no limit. By the present law the limit is £1 15s., the amount of a common deed stamp.

Title "Contracte Note." It appears to your petitioners that the language of this item is too comprehensive. The words "for or relating to" should be omitted, and the words "contracting for" inserted instead. This amendment is especially desirable when the stringent provisions of clause 71 are considered in connection with it.

Under title Copy or Extract your petitioners would suggest that the words "or in any manner authenticated" should be omitted. They might be held to extend the duty charge to copies merely marked with the usual "Xd," or initialled, or mentioned as copies in an accompanying letter.

Under title "Schedule" there should be an additional sub-section of exemptions, numbered 3, to include any instrument otherwise duly stamped.

Your petitioners therefore humbly pray your Honourable House to amend the Stamp Duties Bill in the respects above pointed out; or, failing that, in such manner as to confine the clauses above mentioned to a consolidation of the existing law; or, failing both such modes of amendment, to refer the said bill to a select committee empowered to send for persons, papers, and records, so that the evidence of solicitors and others may be taken on the subject.

And your petitioners will ever pray, &c.

(Signed) J. FRED. BEEVER, Chairman.
(Signed) PHILIP RICKMAN, Secretary.

CORRUPT PRACTICES AT ELECTIONS.

We take from the *Times* the following abstract of the report of the select committee:—

The select committee appointed by the House of Commons on the 11th of April to inquire into the state of the law affecting members of the House who have been reported guilty of corrupt practices by commissions, have made their report. It states that several persons, now members of the House, have at various times been reported guilty of corrupt practices by commissions; they were all reported guilty of such corrupt practices as candidates, and one was, in addition, reported guilty of corrupt practices when not a candidate. But in all cases they received certificates of indemnity from the commissioners, and, consequently, no proceedings by way of information, indictment, or action could be taken against them. The 43rd section of the Act of 1868 imposes the following disabilities on candidates, if the judge on an election petition reports bribery committed by them, or with their knowledge or consent, at such election,—namely, that for the next seven years they cannot sit in Parliament, nor vote at an election, nor hold any municipal or judicial office; but with regard to the members of the House reported by commissioners as guilty of corrupt practices at elections, this clause does not apply, since the fact has not been found by the report of a judge upon an election petition. The 45th section inflicts the same penalties upon every person other than a candidate "found guilty of bribery in any proceedings in which, after notice of the charge, he has had an opportunity of being heard." That does not appear to apply to a person who, not being a candidate, is but a witness before a commission, for such a person has neither "notice" nor "opportunity of being heard" in his defence; even if present, he cannot

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cross-examine the witnesses, nor call witnesses in his defence. This view is confirmed by the 44th section, voiding the election of a candidate who personally engages a canvasser or agent, who within seven years was "found guilty of any corrupt practice by any competent legal tribunal," or "reported guilty" by a committee of the House, or commissioners, or a judge, a distinction being drawn between being "found guilty" and "reported guilty." It appears, therefore, to this committee, that in the case before them, the person implicated having only appeared as a witness before an election commission cannot be held to have had notice of a "charge," or "an opportunity of being heard." The view is supported by the judgment of Mr. Justice Blackburn in the second Bewdley case in 1869. The committee come to the conclusion, with respect to all the members of the House who have been reported guilty of corrupt practices by commissions, that none of them are now legally disqualified from sitting in the House, and that such reports cannot be regarded as judicial decisions affecting the status of those persons. Nor is it possible that, even had they not received certificates, any legal proceedings could now be taken against them, as the time limited (one year) has expired. It remained to consider whether any proceedings can and ought to be taken against any of the members in question by the inherent authority of the House. In 1700 four members were expelled for corrupt practices at several elections to the Parliament then sitting; and a somewhat similar case, arising out of a corrupt compromise of an election petition, occurred in 1724. The committee do not find that the House has ever exercised this species of authority on charges of corrupt practices at an election to any Parliament except that actually sitting; and since 1724, it does not appear to have been exercised at all. None of the members to whom the present inquiry relates are alleged to have been guilty of any corrupt practice in connection with any election to the present Parliament; and some of them have sat without question as members in more than one former Parliament since the reports of the commissions affecting them were made. Under these circumstances, and considering that Parliament has thought fit to define the course to be adopted in such cases by express legislation, the committee are unable to recommend that any proceeding should be taken by the House against any of these members. With regard to the question whether any alteration ought to be made in the law, the committee do not think it would be desirable, either to give to the reports of the commissioners conducting their inquiries in the manner hitherto practised the effect of judicial sentences, attended with statutory disqualifications, against persons reported guilty of bribery, or to introduce such changes in the character of, and the manner of, conducting those inquiries as would arm the commissioners with legal authority to try the guilt or innocence of such persons upon charges regularly made against them, with proper notice and with all necessary means of answer and defence. The former course would involve grave departure from the principles hitherto recognised essential to the due administration of justice, and might in practice inflict serious wrong on individuals who, with the usual opportunities of defence, might have been able to establish their innocence. The latter course would complicate and prolong, by a multitude of new personal issues, inquiries which experience has already proved to be sufficiently intricate and prolix; and it could hardly be reconciled with the continued use of those inquisitorial powers, guarded by certificates of indemnity, without which the primary object of these Commissions—viz, bringing to light extensive corruption in Parliamentary constituencies where it exists, might probably not be attainable. It could scarcely be satisfactory that the exercise of so important and highly penal a jurisdiction should be confided to any persons less experienced in the administration of justice than the ordinary judges of the land. While, however, the committee are not prepared to recommend a change of the law in either of these directions, they are of opinion that the present state of the law is far from satisfactory. They see no good reason for the distinction between those who are and those who are not candidates at an election which is to be found in the 43d and 45th sections of 31 and 32 Vic. cap. 125. Candidates under the 43d section are liable to be disqualified only for such bribery, as upon the trial of an election petition under the Act, may affect the election then in controversy; and even such bribery will only disqualify, if it is established at the trial by the report of the judge. A conviction upon a criminal prosecution in a court of law for bribery as a candidate at any election whatever would not disqualify, though, if the offender had not been a candidate, he would have been disqualified upon such conviction under the 45th section. The committee think it clear that this distinction ought not to continue. They recommend the amendment of the 45th section by omitting the words "other than a candidate," and describing in definite terms the legal proceedings in which the person accused shall be found guilty. They also recommend that the 14th section of the Act 17 and 18 Vict., cap. 102, should be amended, so as to enable a prosecution for corrupt practices (in any case in which lapse of time is not already, before the change of law, a conclusive bar) to be commenced; not only within one year after the commission of the offence, but also within three months after the alleged offender shall have been reported guilty by any judge upon an election petition, under 31 & 32 Vict. c. 125. or by any commission issued in accordance with 15 & 16 Vict. c. 57, and 31 & 32 Vict. c. 125. In this manner the mischief arising from reports of this nature not being followed up by proceedings against the parties inculpated may for the future be avoided, or at least materially diminished.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 1, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, July 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92⅜	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 231½
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205 xd	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	121
Stock	Great Eastern Ordinary Stock	100	39
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	131⅛
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	71⅛
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	133½
Stock	London, Brighton, and South Coast	100	43⅜
Stock	London, Chatham, and Dover	100	15⅜
Stock	London and North-Western	100	129½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	67
Stock	Midland	100	130½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	37½
Stock	North London	100	121
Stock	North Staffordshire	100	64
Stock	South Devon	100	48
Stock	South-Eastern	100	76⅛
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds were strong this week, until the demand for money which always attends the close of the half-year occasioned them to droop. The railway market is heavy. Metropolitans have sustained a fall in consequence of the decision of Vice-Chancellor James in the suit of *Salisbury* v. *The Metropolitan Railway Company*. Great Northerns are high, in consequence of the favourable traffic report. The Indian Guaranteed Railway Stocks have fallen heavily in price, although the new Great Indian Peninsula Stock was eagerly taken up.

Mr. J. F. Wileman has been elected Chief Bailiff of Fenton in Staffordshire.

Mr. Alderman Owden and Mr. Robert Jones have been elected sheriffs of London for the ensuing year.

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BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

PEACOCK—On June 26, at Wood Haw, Egham, the wife of Richard Henry Peacock, of Gray's-inn and Croydon, solicitor, of a daughter.
REYNOLDS—On May 23, at Lahore, the Punjab, the wife of E. Reynolds, Esq., barrister-at-law, of a son.
ROWSELL—On June 29, at 43, Cathcart-road, West Brompton, the wife of Francis W. Rowsell, of the Admiralty, Whitehall, barrister-at-law, of a daughter.
SLEIGH—On June 28, at Stile Hall, Turnham-green, the wife of Warner Sleigh, Esq., of the Middle Temple, barrister-at-law, of a daughter.

MARRIAGES.

READ—SUTTON—On June 28, at St. Mary Magdalene, Munster-square, Edward Read, Esq., solicitor, Leeds, to Annie Maria Sutton, of 9, Cambridge-terrace, Regent's-park.

DEATHS.

HODGKINSON—On June 26, Mr. Walter Charles Hodgkinson, of 43, Lincoln's-inn-fields, and Hadley-green, Barnet, aged 66.
NORRIS—On June 24, William Norris, Esq., of Macclesfield, solicitor, aged 78.
SEYMOUR—On June 23, John Seymour, Esq., of York, solicitor, aged 70.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, June 24, 1870.

UNLIMITED IN CHANCERY.

Liverpool and District Permanent Building Society.—Petition for winding up, presented June 22, directed to be heard before the Master of the Rolls on July 2. Vizard & Co, Lincoln's-inn-fields, for Tebay & Lynch, Liverpool, solicitors for the petitioners.

LIMITED IN CHANCERY.

Sombrero Phosphate Company (Limited).—Vice-Chancellor Malins has fixed Monday, July 4, at twelve, at his chambers, 3, Stone-buildings, Lincoln's-inn, for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

Liverpool and District Permanent Benefit Building Society.—Petition for winding up, presented June 20, directed to be heard before Vice-Chancellor Wickens, at 7, Stone-buildings, Lincoln's-inn, on Tuesday, July 5. Tyrer & Co, Liverpool, solicitors for the petitioners.

TUESDAY, June 28, 1870.

UNLIMITED IN CHANCERY.

Birmingham Music Hall Company.—Vice-Chancellor James will proceed on Monday, Aug 1, at half-past twelve, at his chambers, to settle the list of contributories of this company, and after such list shall have been settled, no party affected thereby will be allowed to dispute the same without leave of the High Court of Chancery first obtained.

LIMITED IN CHANCERY.

Atlantic and Pacific International Ship Canal Company (Limited).—Petition for winding up, presented June 23, directed to be heard before Vice-Chancellor Stuart on July 8. Randall & Angier, Gray's-inn-place, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, June 24, 1870.

Ide Hill Benefit Society, National Schoolroom, Ide Hill, Kent. June 17.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 24, 1870.

Absalom, Hy, Portsea, Southampton, Tavern Keeper. July 4. Maughan v Absalom, V.C. Malins. Busby, Oxford-st.
Campbell, Jas Gordon, Mendon, nr Paris, Esq. Oct 20. Trevor v Campbell. M.R. Lawford & Waterhouse, Austinfriars.
Custance, Rev John, Bickling, Norfolk. July 15. Freeman v Pope, V.C. James. Miller & Son, Norwich.
Dunlop, Jas, Lpool, Tailor. July 18. Potter v Hedley, Register of Lpool.
East, Wm Fredk, Boulogne, France, Gent. July 29. Mayor of Hythe v East, V.C. Malins.
Hastie, Archibald, Rutland-gate, Hyde-park, Esq. Nov 1. Steuart v Hay, V.C. Stuart. Boys, Lancaster-place, Strand.
Hilton, Jas, Nottingham, Comm Agent. July 30. Turpin v Bradley, V.C. Stuart. Parkers, Bedford-row.
Hunter, Joseph, Whitby, Gent. July 28. Knight v Simpson, V.C. Stuart. Webb, Austinfriars.
Isaac, Jas Clarke, Hillside, Gloucester, Merchant. July 16. Burdge v Isaac, M.R. Henderson & Salmon, Bristol.
Olivant, Betty, Little Bolton, Lancaster, Spinster. July 20. Haslam v Cron, V.C. James. Armitstead, Bolton-le-Moors.
Rigby, Jessica, Bath, Somerset, Spinster. July 14. Rigby v Eden, V.C. James. Field & Co, Lincoln's-inn-fields.
Stansfield, John, Stacksteads, Lancaster, Corn Dealer. July 15. Shepherd v Stansfield, M.R. Wright, Bacup.
Swiber, Wm, Blake Heath, Rowley Regis, Stafford, Licensed Victualler. July 20. Woolbridge v Patrick, M.R. Shakespeare, Oldbury.
Tyler, John, Binfield Heath, Oxford, Farmer. July 31. Tyler v Winter, V.C. Stuart. Cooper, Henley-on-Thames.
Wilkinson, Edward, Liverpool, Licensed Victualler. July 20. Wilkinson v Wilkinson, M.R. Kemp-Welch & Aldridge, Poole.
Porter, Ann, Edge Farm, Crich, Derby, Widow. July 30. Burley v Yeomans, V.C. Stuart. Jessop & Harris, Crich.

TUESDAY, June 28, 1870.

Alexander, Wm, Monks Cleigh, Suffolk, Farmer. July 16. Alexander v Gage, V.C. Malins. Robinson, Hadleigh.
Charnley, Robt, Fulwood, Lancaster, Gent. July 12. Hallmark v Ascroft, Registrar of Preston District.
Cotton, Samuel, Tuxford, Nottingham, Gent. July 30. Hall v Andrews, V.C. Stuart. Redgate, Newark.
Edwards, Rees, Barmouth, Merioneth. July 30. Griffith v Edwards, V.C. Stuart. Vennings, Tokenhouse-yard.
Ellison, Edward, Upholland, Lancaster. July 23. Glover v Ellison, V.C. Malins. Ashton, Wigan.
Hart, Henry, Birmingham, Gunmaker. July 20. Sumner v Taylor, M.R. Gem & Docker, Birm.
Jones, Thos Simon, Hastings, Sussex, Gent. July 18. Dyson v Dyson, M.R.
Pugh, Lewis, Aberystwith, Cardigan, Gent. July 23. Pugh v Pugh, M.R. Woosnam, Newtown.
Richardson, Jas, Cockerington Hall, Lincoln, Farmer. Aug 15. Richardson v Wilson, V.C. Stuart. Sharpley, Louth.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 24, 1870.

Adams, Samuel, Derby, Lace Manufacturer. Sept 29. Watson & Wadsworth, Nottingham.
Albrect, Max, Manch, Merchant. Aug 6. Cunliffe & Leaf, Manch.
Bancroft, Stephen, Bristol, Grocer. July 26. Ingle & Co, Threadneedle-st.
Blyth, Hy, Virley, Essex, Farmer. Aug 1. Blyth, Chelmsford.
Bradridge, Matthew Hy, Braintree, Essex, Farmer. July 20. Edmands & Mayhew, Poultry.
Burnside, Wm Stanford, Gedling, Nottingham, Esq. Sept 29. Watson & Wadsworth, Nottingham.
Castle, John, Hunsdon, Herts, Farmer. Aug 2. Richardson, Great Hadham.
Chapman, John, Burwardsley, Chester, Master Mariner. July 30. Johnson, Stockport.
Collier, Chas, Fitzroy-sq, M.D. July 15. Hedges & Stedman, Red Lion-sq, Bloomsbury.
Dawson, Edward Webster, Mansfield, Nottingham, Gent. July 9. Handley & Walkden, Mansfield.
Dyke, Job, Commercial-rd, Pimlico, Licensed Victualler. Aug 1. Child, Paul's Bakehouse-ct, Doctors'-commons.
Edwards, Thos, Chaxhill, Gloucester, Gent. July 30. Bretherton, Gloucester.
Gething, Edward, Hawton, Nottingham, Farmer. Aug 17. Brewster, Nottingham.
Godding, Hy, Denmark-rd, Kilburn, Gent. Aug 1. Child, Paul's Bakehouse-ct, Doctors'-commons.
Greenhow, Edward, Humshaugh, Northumberland, M.D. Sept 16. Leadbitter, Newcastle-on-Tyne.,
Halifax, Rev Joseph, Kirkbride, Cumberland. July 23. Hougby, Carlisle.
Hawkes, Robert Wm, Norwich, Merchant. Aug 11. Goodwin, Norwich.
Irving, Wm, Penrith, Cumberland. Surgeon. July 25. Raw, Furnival's-inn.
Kirk, Geo, West Hartlepool, Durham, Physician. July 25. Brunton, West Hartlepool.
Pennington, Mary, Stockport, Chester, Widow. July 30. Johnson, Stockport.
Poncia, Eliz, Birm, Widow. July 23. Sanders & Smith, Birm.
Preston, Wm, Swaffham Prior, Cambridge, Farmer. Aug 20. Francis & Co, Cambridge.
Quihampton, Hy, Little Totham, Essex, Farmer. Aug 10. Digby & Son, Maldon.
Rogers, Wm, Grosvenor-rd, Highbury New-park, Wine Merchant. Aug 1. Child, Paul's Bakehouse-ct, Doctors'-commons.
Rowley, John Angerstein, Binfield, Berks, Esq. Aug 15. Desborough & Son, Finsbury-pl South.
Ryder, Rev Jas Octavius, Welwyn, Herts. Aug 31. Davidson, Spring-gardens, Charing-cross.
Shufflebotham, Thos, Horwich End, Derby, Farmer. July 30. Johnson, Stockport.
Taylor, Wm, Carey-lane, Linen Factor. July 31. Miller & Stubbs, Eastcheap.
Thornely, John, Chisworth, Derby, Farmer. July 30. Johnson, Stockport.

TUESDAY, June 28, 1870.

Bruce, John, Upper Gloucester-pl, Dorset-sq, Esq. Aug 10. Ford & Lloyd, Bloomsbury-sq.
Clift, Stephen Brown, Melksham, Wilts, Gent. Aug 1. Rodway & Mann, Trowbridge.
Cracroft, Lucy, Torrington-sq, Spinster. Aug 10. Farrer & Co, Lincoln's-inn-fields.
Davies, Jenkin, Canterbury-lane, Lambeth-rd, Licensed Victualler. Sept 21. Jones & Hall, King's Arms-yd.
Deady, Michael, Blandford-mews, Portman-sq, Lodging-house Keeper. July 31. Tucker & Co, King-st, Cheapside.
Gantor, Mary Ann, Huddersfield, York, Widow. Sept 24. Milnes, Huddersfield.
Hamilton, Lady Caroline Baillie, Genoa, Italy, Widow. Aug 6. Meynell & Pemberton, Whitehall-pl.
Hamilton, Chas John Baillie, Genoa, Italy, Esq. Aug 6. Meynell & Pemberton, Whitehall-pl.
Hamilton, Sir Geo Baillie, Florence, H.M. Minister. Aug 6. Meynell & Pemberton, Whitehall-place.
Hastings, Rev. John David, Trowbridge, Wilts, Clerk. Aug 1. Rodway & Mann, Trowbridge.
Heron, Hy, Patumahoi, New Zealand, Settler. July 18. Ingle & Co, Threadneadle-st.
Jeffery, Isaac, Portsmouth, Grocer. Aug 1. Hellard & Son, Portsmouth.
Matthews, John Reddaway, Torquay, Devon, Gent. Aug 1. Brownlow, Chancery-lane.
Milsom, Eliz, Exeter, Widow. Aug 1. Huggins, Exeter.
Pritchard, Ann, Cooks-ground, Chelsea, Laundress. July 30. Frame, Lincoln's-inn-fields.

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Wale, Wm, New-rd, Drummond-rd, Bermondsey, Gent. Aug 6. Withall & Compton, Gt George-st, Westminster.
Williams, David, Waterloo-rd, Lambeth, Draper. Sept 1. Jones & Hall, King's-arms-yd.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 24, 1870.

Jackson, Emily Jane, Dover, Kent, Widow. Dec 31. Comp. Reg June 22.

Bankrupts

FRIDAY, June 24, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bennett, Sidney, Queen-st, Mayfair, Orthopœdic Practitioner. Pet June 23. Hazlitt. July 11 at 11.
Cherry, Jas, & Saml Fletcher, Paul's-alley, Red Cross-st, General Printers. Pet June 16. Pepys. July 7 at 12.
Harradine, Thos, Birchin-lane, Discount Brokers. Pet May 12. Pepys. July 14 at 1.
Harris, John, Goldsworthy pl, Rotherhithe, Carpenter. Pet April 29. Murray. July 14 at 12.30.
Hiller, L, F., & Joseph Hart, Jewry-st, Aldgate, Merchants. Pet June 23. Hazlitt. July 6 at 12.
Hume, Saml, Kilmarsh-rd, Hammersmith, Glass Dealer. Pet June 20. Pepys. July 12 at 11.
Prince, Hy Geo, Cross-st, Frampton-pk-rd, Hackney, Builder. Pet June 24. Roche. July 6 at 11.
Robinson, Joseph, Southampton-st, Camberwell, Stonemason. Pet June 23. Roche. July 6 at 11.
Winter, Wm, Lower-marsh, Lambeth, Cheesemonger. Pet June 21. Pepys. July 12 at 11.

To Surrender in the Country.

Bulmer, Thos Wardman, Riccall, York, Farmer. Pet June 14. Perkins' York, July 7 at 11.
Crabtree, Thos, & Edmund Smith, Beeston Mill, nr Leeds, Corn Millers. Pet June 21. Marshall. Leeds, July 8 at 11.
Grant, Benj, Wrangle, Lincoln, Potato Dealer. Pet June 21. Staniland. Boston. July 12 at 12.
Greene, G. M, Stanmore, Middx, Auctioneer. Pet June 22. Blagg. St Albans, July 9 at 11.
Hunter, John, Rock Ferry, Cheshire, Builder. Pet June 16. Wason. Birkenhead, July 5 at 10.
Legal, Carlos, Lpool, Merchant. Pet June 20. Hime. Lpool, July 6 at 2.
Marshall, Thos, Leominster, Hereford, Coal Merchant. Pet June 20. Robinson. Leominster, July 7 at 10.
Napper, Matthew, Dorking, Surrey. Pet June 21. Rowland. Croydon, July 9 at 12.
Roberts, Wm, Wicken, Northampton, Blacksmith. Pet June 18. Dennis. Northampton, July 9 at 11.
Scholes, Chas Hy, commonly called Chas Hy Duval, Blackburn, Lancashire. Pet June 20. Bolton. Blackburn, July 6 at 11.
Skelton, Wm, Walesby, Lincoln, Farmer. Pet June 20. Uppleby. Lincoln, July 6 at 11.
Tully, Edwd, Galmpton, Devon, Butcher. Pet June 22. Pearce. East Stonehouse, July 13 at 11.
Wright, Walter, Ormskirk, Lancashire, Boot Manufacturer. Pet June 17. Hime. Lpool, July 5 at 2.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

O'Brien, Jeremiah, Prisoner for Debt, Cardiff. Adj Jan 15. Morris. Swansea, July 6 at 2. Morris, Swansea.

TUESDAY, June 28, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Macers, Wm Hy, West-green-rd, Tottenham, Builder. Pet June 23. Hazlitt. July 14 at 12.30.

To Surrender in the Country.

Alcock, Matthew John, Leamington Priors, Warwick, Builder. Pet June 25. Campbell. Warwick, July 8 at 3.
Beauclerk, Chas, Leeds, Glass Dealer. Pet June 23. Marshall. Leeds, July 8 at 11.
Horsfall, Edwd, Huddersfield, York, Tailor. Pet June 25. Jones, jun. Huddersfield, July 13 at 11.
Langford, Digory Baker, Treway, Cornwall, Cattle Salesman. Pet June 24. Chilcott. Truro, July 9 at 3.
Lanham, Robt Anderson, & Richd Hy Evans, Lpool, Provision Merchants. Pet June 23. Hime. Lpool, July 11 at 2.
Morriss, Jas Wm, Woolwich, Kent, no occupation. Pet June 16. Bishop. Greenwich, July 12 at 12.
Tibbits, Jas, Walsall, Stafford, Saddlers' Ironmonger. Pet May 25. Clarke. Walsall. July 11 at 3.
Verdin, John, Witton-cum-Twambrooks, Cheshire, Salt Proprietor. Pet June 25. Broughton. Crewe, July 11 at 10.30.

BANKRUPTCIES ANNULLED.

FRIDAY, June 24, 1870.

Bellhouse, Benj, Crozier-ter, Homerton, Carpenter. June 16.
Ellis, Hugh, jun, Llanfair, Montgomery, Innkeeper. June 17.
Kay, Edwin, Duke-st, Manchester-sq, Licensed Victualler. June 23.

TUESDAY, June 28, 1870.

Drake, Fras, Acton, Middx, Plumber. June 24.
McMicken, Wm, Gracechurch-st, Printer. June 21.
Tripp, Powell Saml, Manch, Smallware Agent. June 22.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form :—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

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WHOLESALE AND RETAIL STATIONERS,
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Is only a few minutes' walk from
CARR'S, 265, STRAND.—"If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with a bottle for a shilling."—All the Year Round, June 18, 1864, page 440.
The new Hall lately added is one of the handsomest dining rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

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Amsterdam Exhibition, 1869. First Prize, being above the Gold Medal. Supplied to the British, French, Prussian, Russian, Italian, Dutch, and other Governments. Dr. Lankester writes regarding Extract of Meat:—"But there is a difference in flavour, and here, as in all other kinds of food, it is the flavour that makes the quality." It is essentially on account of the fine meaty flavour, as distinguished from the burnt taste of other Extracts, the LIEBIG COMPANY'S EXTRACT defeated all Australian and other sorts at Paris, Havre and Amsterdam, and is so universally preferred in all European markets.
One pint of fine-flavoured Beef-tea at 2½d. Most convenient and economic "stock."
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The GREAT CITY, at half-past One.
SUEZ CANAL, at half-past Two and quarter to Eight.
HEART of STONE, at Four and Nine.
Open 12 to 5 and 7 to 10.

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PROVIDENT LIFE OFFICE, No. 50, REGENT-STREET, LONDON, W.

ESTABLISHED 1806.

The Directors of the PROVIDENT LIFE OFFICE feel it to be their duty at the present time to place before their policy-holders and the public such a statement of the affairs of the Office as shall be intelligible to every reader; they have therefore prepared Tables in which are produced in detail the sums insured at each age by all their policies now in existence, and the annual premiums payable to the Office. These show an ULTIMATE LIABILITY of £5,025,310 6s. 1d., and a PRESENT ANNUAL INCOME from premiums of £146,560 13s. 3d.

A third Table shows that in addition to THIS ANNUAL INCOME the assets realized and invested amount to £1,772,363 19s., producing in like manner an ANNUAL INCOME in the shape of interest.

So far this is a simple statement of an ordinary account. The question now to be determined by an actuarial operation is how far will these assets and incomes serve to realize ths five millions of liability. The answer is given—a surplus of £367,459 being shown as the result.

The solemn declaration which accompanies the original statement, and the fact that the accounts are open to the criticism of the whole Society of Actuaries and of all the Managers of the Life Offices of the United Kingdom, must be held a sufficient proof of their correctness until the reverse be shown.

The Tables referred to may be obtained upon application at the Head Office of the Society, No. 50, Regent-street, W.; or at the City Office, No. 14, Cornhill, E.C.

Examples of Bonuses added to Policies issued by THE PROVIDENT LIFE OFFICE.

No. of Policy.	Date of Policy.	Annual Premium.	Sum Insured.	Amount with Bonus additions.
		£ s. d.	£	£ s. d.
4,718	1823	194 15 10	5,000	11,658 9 2
5,532	1825	36 16 8	1,000	2,182 11 8
5,744	1825	155 16 8	4,000	8,883 5 4
5,915	1826	18 8 4	500	1,062 19 7
8,452	1834	38 19 2	1,000	1,806 15 10
10,605	1841	31 16 8	500	896 6 2
12,264	1845	22 13 4	500	732 11 8

JOHN HODDINOTT, Secretary.

COUNTY FIRE OFFICE, 50, REGENT STREET, and 14, CORNHILL, LONDON.

The COUNTY FIRE OFFICE was Established in the year 1806, upon the principle that the interests of its Policy-holders and its own should be identical. A system of strict economy and caution has enabled the Directors to return to their Policy-holders a considerable portion of the Premiums found to be in excess of the risks. These Returns, which originally varied with the profits of the year, are now fixed at the rate of 25 per cent. They are paid out of a fund specially provided for the purpose, and take precedence of the Dividends to the Shareholders. The Insured are exempt from all personal liability.

The following Table contains the Names of some of the Policy-holders who have participated in these Returns:—

Policy No.	Name and Residence of Insured.	Bonus.
138,142	William Felix Riley, Esq., Forest-hill	596 7 0
156,308	Messrs. Broadwood, Golden-square—W.	194 1 1
114,163	W. T. Copeland, Esq., New Bond-street—W.	164 7 6
320,490	His Grace the Duke of Beaufort	96 6 4
321,518	Messrs. Pim Brothers & Co., Dublin	74 10 3
81,118	Edward Thornton, Esq., Princes-street—W.	70 15 4
156,784	Major-General Vyse	70 14 10
143,872	Peter Thompson, Esq., Frith-street, Soho—W.	63 9 1
99,218	Sir James J. Hamilton, Bt., Portman-square—W	63 0 0
319,743	Messrs. C. J. & C. Corder, Brighton	61 14 10
139,634	John Amor, Esq., New Bond-street—W.	56 14 0
219,704	Messrs. Hunt & Roskell, New Bond-street—W.	52 10 0
423,505	T. M. Gresham, Esq., Raheny-park	51 19 4
311,392	Samuel Moor, of Carlow	50 19 6
382,961	The Right Hon. Lord Northwick	48 13 6
69,099	Lady Jane Rodd, Wimpole-street—W.	47 0 6

All communications addressed "To THE SECRETARY," COUNTY FIRE OFFICE, 50, Regent-street, London, will receive immediate attention.

COMMISSION.—The usual Commission of 10 per Cent. upon New Policies and Renewals is allowed to Solicitors and other Professional gentlemen introducing business to the County Fire Office.

SOVEREIGN LIFE OFFICE, 48, St. James's-street, and 110, Cannon-street, London.

New Policies were issued in 1869 for £311,250, at an average of £680 each. The Life and Annuity Funds connected with the Office exceed £600,000. Advances are made on Freeholds, &c.; also, to a limited extent, on first-class Personal Security.

H. D. DAVENPORT, Secretary.

LAW FIRE INSURANCE SOCIETY. Offices, 114, Chancery-lane, London.

Subscribed Capital, £5,000,000.

TRUSTEES.

The Right Hon. Lord Chelmsford.
The Right Hon. Lord Truro.
The Right Hon. Sir William Bovill, the Lord Chief Justice of the Common Pleas.
The Right Hon. Lord Brougham.
The Right Hon. Sir Frederick Pollock, Bart.
The Right Hon. John Robert Mowbray, M.P.
The Hon. Vice-Chancellor Malins.

Insurances expiring at Midsummer should be renewed within 15 days thereafter, at the Offices of the Society, or with any of its Agents throughout the country.

The Directors beg to suggest to their Policyholders that a favourable opportunity is now afforded, by the Abolition of the Duty, for insuring property hitherto uninsured, and for increasing the amount of those Policies where the property is only partially protected.

GEORGE WILLIAM BELL, Secretary.

GUARDIAN FIRE AND LIFE OFFICE. Established 1821. Subscribed Capital Two Millions.

11, Lombard-street, London, E.C.

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DEPUTY-CHAIRMAN—James Goodson, Esq.

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Henry Vigne, Esq.

SECRETARY—Thomas Tallemach, Esq.
ACTUARY—Saml. Brown, Esq.

N.B.—Fire Policies which expire at Midsummer must be renewed at the Head Office, or with the Agents, on or before the 9th of July.

Prospectus and Forms of Proposal, with the Actuary's Valuation and Statement of the Assets and Liabilities in the Life Branch, free on application to the Company's Agents, or to the Secretary.

EQUITABLE REVERSIONARY INTEREST SOCIETY, 10, LANCASTER-PLACE, STRAND.

Established 1835. Capital paid-up £480,000.

This Society purchases reversionary property, life interests, and life policies of assurance, and grants loans on these securities.

Forms of proposal may be obtained at the office.

F. S. CLAYTON, } Joint
C. H. CLAYTON, } Secretaries.

EUROPEAN ASSURANCE SOCIETY, Empowered by Special Acts of Parliament, for Life Assurance, Annuities, and Guarantee of Fidelity in Situations of Trust.

Chief Office—17, Waterloo-place, Pall-mall, London.

Annual Income, £300,000. Capital Subscribed by more than 1,600 Shareholders, nearly £800,000.

DIRECTORS.

CHAIRMAN—General Sir FREDERIC SMITH, K.H., F.R.S.

The Rev. A. Alston, D.D.
E. Hamilton Anson, Esq.
A. R. Bristow, Esq.
R. H. Carter, Esq., M.P.
Edmund Heeley, Esq.
Reginald Road, Esq., M.D.

This Institution offers every advantage of the modern system of Life Assurance.

The European is specially authorised by Parliament to guarantee the fidelity of Government officials.

The new prospectus contains the table for complete Life Policies, which are not forfeited by the non-payment of the renewal premium.

Prospectuses, forms of proposal, and every information may be obtained on application to the Society's Agents, or at the Chief Office.

HENRY B. PARMINTER, Manager.

THE AGRA BANK (LIMITED). Established in 1833.—Capital, £1,000,000.

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Messrs. GLYN, MILLS, CURRIE, & Co., and BANK OF ENGLAND.

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At 5 per cent. per annum, subject to 12 months' notice of withdrawal.
At 4 ditto ditto 6 ditto ditto
At 3 ditto ditto 3 ditto ditto

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency, British and Indian, transacted.

J. THOMSON, Chairman.

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The Solicitors' Journal.

LONDON, JULY 9, 1870.

A MEETING OF SOLICITORS was held at the Guildhall Coffee-house, on Thursday, convened by members of this branch of the profession, who, to use their own phrase, are desirous of "infusing new blood into the council of the Incorporated Law Society." We report the proceedings in another column. The sense of the meeting appeared to be that the council of the society had been censurably inactive as regards measures before the Legislature, and also as regards their duty of repressing, by all possible means, improper practices by members of the profession and unqualified practitioners. After some discussion a resolution was carried in favour of the "infusion."

We believe that among solicitors a feeling has been lately gaining ground that the Incorporated Law Society are somewhat remiss in the discharge of the above-mentioned duties. We own ourselves to thinking that a more efficient check might have been kept upon the "unqualified practitioners," and the "black sheep of the profession." But we desire not to forget that it is easier to say —"so and so ought to be stopped," or—"such and such a one ought to be proceeded against"—than to carry the idea into execution. There are probably numerous instances in which the council of the Incorporated Law Society, with every desire to lay a heavy hand on some man or some practice, are reluctantly compelled to do nothing, because an investigation shows that the offender has been cunning or lucky enough to keep on the safe side of the law, or that no "case" can be proved. With regard to the pending measures of legislation too, the profession should not overlook the fact that the Incorporated Law Society would be unworthy of their position, did they lose sight of the principle that the interests of the public are the true interests of the profession. We have sometimes heard complaints made against the council because they have abstained from agitating for principles conceived only in the narrow interest of the lawyer's pocket. Still, we certainly think that the council will be all the better for the little "jog" which the conveners of this meeting would give them. If there is a belief extant that the council have been too inactive, it is very desirable that the matter should be ventilated, and the mere ventilation of the matter will probably produce the effect aimed at by the proceedings which we report to-day.

IN THE COURSE OF THE ARGUMENT on Friday of an appeal motion in the winding up of the Agriculturist Cattle Insurance Company, which involved an important question on the construction of the company's deed of settlement, Lord Justice James said:—"This is one of the cases of which I think it is very unfortunate that they are not determined by the Full Court. It is far more important than half the causes." We are glad to see that his Lordship gives the weight of his opinion to the view which we have frequently expressed of the ill-advised Act of 1867, which enabled a single Lord Justice to hear and decide all appeal motions without distinction. If this provision had been confined to merely interlocutory motions, it might have been unobjectionable; but as, under the statutory jurisdiction, matters of the greatest importance are brought before the Court in a summary way, and the decision of the primary judge is appealed from by way of motion, the result is that, in cases of this kind, if the decision is reversed, there is nothing but the opinion of one judge to set against that of another, a state of things which, we venture to think, is eminently unsatisfactory. Our only expectation at present that this state of things may be put an end to lies in the hope that the illness of Lord Justice Giffard may not be of long duration; a hope which, independently of this reason, we should most sincerely entertain.

A FEW WORDS UPON THE DUTIES of overseers in making out the list of voters for counties, may not be out of season at the present time. The various provisions of the statutes which have reference to the lists of £12 occupiers are far from consistent, and may well puzzle experienced vestry clerks, much less the overseers in country parishes, who usually have to perform the duties themselves without the assistance of a vestry clerk.

On the 10th of June, it was the duty of the clerks of the various counties to send to the overseers of each parish, with other documents, "a sufficient number of copies of the part or parts of the register relating to such parish" (vide 28 Vict. c. 36 s. 3), and the overseers had on the 20th of June, to publish a copy of the register then in force relating to their parish. Now the list of £12 occupiers of the previous year is undoubtedly a part of the register in force, and it therefore comes within the words of the enactment which we have quoted. Inasmuch, however, as the object of the publication of a copy of the old register is to enable persons not on the register to claim to be put on, and as £12 occupiers need not claim, but ought to be put on by the overseers without a claim, there is no object in publishing that part of the old register which relates only to £12 occupiers. Great confusion was caused last year in many places by the clerks of the peace sending the old £12 list to the overseers for publication, and we fancy it will be found that this year the great majority of clerks of the peace have not sent this part of the register to the overseers. The overseers have to make out on the 31st of July, and publish on the 1st of August, a list of the persons entitled on the 31st of July to vote as £12 occupiers. This is the part of their duty in the performance of which they usually make most mistakes. If the clerk of the peace has previously sent them the old list of £12 occupiers, they often confine themselves to re-publishing the old list, so that their list will contain the names of the occupiers during the wrong year. This mistake when made is capable of being rectified, because all the persons in the list who have become disqualified may be objected to, and all the new occupiers who have been improperly omitted may claim. It is, however, very clear that this is never likely to be done, and therefore when this mistake is made, the practical result will be that many unqualified persons will be left on the register, and many qualified ones will be omitted. On the other hand, when the overseer has not the list of the previous year to assist him, he is as likely as not to make as many mistakes in the form of his list as were made in the first year the duty was imposed on the overseers. In some cases the result of the clerk of the peace not sending a copy of the old £12 list has been that the overseer omits to publish any £12 list at all. Of course this arises from mere carelessness and inattention to the instructions that he receives, and no remarks of ours are likely to prevent its recurrence. Difficulties will, however, present themselves even to attentive overseers. Our advice to overseers about to make out their £12 lists, is that they should procure, if possible, a copy of the old list of the former year, as it

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appears on the register after being settled by the revising barrister, and use this as a model for their new list. If the revising barrister has taken the trouble to amend the list of the previous year in all respects, of course the model will be a perfect one; but even if he should not have done so, the overseer will probably escape any blame if he follows the form of the old list. The new list for the present year should include all persons who have been in the occupation of premises rated at £12 or upwards between the 31st of July, 1869, and the 30th of July, 1870, and have been rated to all rates "allowed" between those days. The overseer will be justified, in the absence of knowledge on his part to the contrary, in taking rating during the period as evidence of occupation; but wherever he is aware that the occupation began too late or had ceased, he should omit the name, and he also should be careful not to insert the names of owners of cottage property or the like, who are often rated though not in occupation. As regards the form of the list, the first column contains the name only; the second ought to contain a full postal address, so that a letter so addressed, without any further addition, and posted in any part of the kingdom, would be certain to reach the voter, and so also that any stranger coming to inquire for him on the spot might at once find him out by the address given. As to the third column there is some difference of opinion, but we have no doubt that it ought to give simply the subject-matter which the person occupies, and for which he is rated, as "house," "house and garden," "house and shop," and the like. There can be no harm if the subject-matter is given in adding other words such as "occupier of," or "rated occupier of," but in our judgment this is unnecessary. If the the subject-matter is omitted, and only "rating to poor rate" or "poor rate," or the like given, there can be no doubt the description is erroneous, and though we think it clearly a case for the revising barrister to amend, we believe there are some who refuse to do so. As regards the fourth column, it should give the shortest name or local description of the subject-matter of the qualification sufficient to identify it, such as "Stallard's farm," "The King's Arm Inn," "13, High-street," "fields on the London-road," or the like. It is unnecessary in this column to add the name of the parish or county, as the qualification must be in the parish for which the list is made. One other matter troubles overseers in making out this list, and that is whether they should include or omit persons qualified to be on it, but who are also on the register for other qualifications. As the law stands at present, they ought to include them, although in cases where they themselves so well know of the existence of the other qualification, that in case of an objection they could prove the qualification before the revising barrister, they cannot do much harm if they omit the name. If, however, an objection should be afterwards served, and the qualification not proved, the result of the overseer's having omitted the name on the £12 list will be that the vote is lost altogether. Inasmuch, however, as the duplicates have ultimately to be struck out by the revising barrister, it is a great convenience if the overseer will note on his £12 list the names which appear also on the other lists. This will enable him to give the revising barrister readily the information which he requires, and will save a tedious comparison of lists and inquiries into the identity of parties of similar names. We fancy that any overseer who takes this trouble, will find favour with the revising barrister when he presents his bill of expenses for taxation.

THE EXTRADITION BILL passed rapidly through committee on Monday last. Two alterations only were made. The Attorney-General, to meet the views of Mr. M'Cullagh Torrens, and to promote greater security against the delivering up of political offenders, moved, as an amendment to clause 3, that not only shall a foreign criminal not be surrendered for an offence of a political character, but he shall not be surrendered if he satisfy the proper authorities that the object of the requisition for his surrender is to try him for such an offence. Secondly, piracy by municipal law was struck out of the list of crimes in the first schedule, and the Attorney-General undertook to consider whether "crimes of bankrupts against the bankruptcy law" should be retained. Our present extradition treaty with France extends to crimes against the bankruptcy law, but our treaty with the United States does not. It would seem more desirable to follow the French precedent than the American one, especially at the present time, when we are opening our eyes to the necessity of regarding bankrupts in a more unfavourable light than heretofore.

IN THE STATISTICAL RETURN of county court business for 1869 there is a column of figures which gives the number of orders for protection of the earnings and property of deserted married women registered in each of the county court circuits during the year. In two circuits there was only one order in each, but at the other end of the scale two circuits had respectively thirty-nine and thirty-two. The two former circuits are a Welsh and a Somersetshire one, neither including any large establishments employing female labour. Of the two latter, one consists chiefly of the towns of Salford, Rochdale, and Oldham, and the other of Bolton, Bury, and Wigan, all of them noted for their large numbers of what may be called wage-earning women. Fourteen circuits, consisting largely of these wage-earning women, account for more than one-half of the 738 orders granted during the year, while the other half, or less, are spread over the remaining forty-five circuits. The return is so got up that it is impossible to get at more than vague generalities, the numbers being given by circuits. If they were given by courts, as the registrars send them to the Treasury, a much more interesting, because more accurate, result might be arrived at.

APROPOS OF SOME JUDICIAL STATISTICS recently published in the *Times* the *British Medical Journal* has the following:—

"Reference is often made by public writers to the conflict of opinion which is commonly found amongst medical witnesses. Lawyers are most apt to refer to this diversity of judgment—rarely in complimentary terms—most often to suggest or point the conclusion that judgments so divided in their course and so little consistent are of slight weight and deserve little consideration. A barrister furnishes us this week with facts that should modify that opinion, if strict analogy can serve to afford an illustration or to point an argument. The analysis of the decisions of Lord Justice Giffard, sitting alone in appeal cases from January to June, 1870, shows that of forty-one appeals from various courts the decisions of those courts were affirmed in seventeen cases, reversed in nineteen cases, and varied in five cases. In applying this illustration to the cases of difference of opinion amongst medical experts in courts of justice, it must be remembered that in the great majority of cases to be decided—say ninety per cent. of railway compensation cases—medical opinion is unanimous. And such cases do not come into court. It is only where doubts and difficulties arise that a judicial decision in court is ordinarily asked. The cases of agreement, which are most numerous, are settled out of sight. Moreover, it is only fair to take into account the essential elements of mystery, individual vital differences, and special combinations which surround each medical case, and obstruct the arrival at certainty. In legal decisions all the conditions are known, and the principles to be applied are ascertainable. The process is one of pure reasoning, free from conjecture. Yet it does not seem to be productive of complete unanimity in the end."

The "conditions" and the "principles" are the facts and the law. The former can hardly be said to be known when they are determinable only from the mass of testimony, which is often entirely contradictory, very often partially so. How, again, is the law ascertainable? That is law which the ultimate judge pronounces to be so: there may be an obscure statute at the construction of which the Court can only guess; or a network of Acts

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may have crossed each other, qualifying, repealing, and re-enacting, till a confusion is produced so gross that the same judgment would scarcely take the same view of it twice running; or perhaps an ancient doctrine of law has to be applied to a state of modern circumstances totally foreign to its origin and nature. If by pure reasoning our contemporary intends that deductive reasoning which, as in mathematics, can conduct only to one conclusion, the case does not admit of it.

But this is of minor importance, the fact of such a *tu quoque* being attempted shows completely our contemporary has misunderstood the situation. We are sorry to see the conflict of medical evidence in railway cases, not because we regard it as proving medical opinions to be of small value, but because we regret to see medical witnesses allowing themselves to be retained as medical partisans. Adopting the words of Dr. Charles Hall, in a paper published a few years ago by our contemporary itself, a medical man "forgets what is due to himself and the public, when he undertakes to become an *advocate* instead of a *witness*."

WE ARE GLAD TO LEARN that the Law Amendment Society have issued a circular in opposition to the motion of which Mr. Denman has given notice, with a view of impeding the further progress of the High Court of Justice Bill. The practical effect of that motion, if successful, would be to introduce the "vicious circle" pointed out by the Society. It would be said, first, "Don't consolidate your courts till you have the new procedure cut and dried and agreed upon;" and then, "You cannot possibly tell what rules of procedure ought to be adopted till you have a court in existence capable of working them;" and thus the reform, which all admit to be desirable, might by a little adroit manipulation be postponed *ad Græcas Calendas*. It is true that, having regard to the form in which the bill was originally introduced, we felt constrained to suggest that it ought to be referred to a select committee, a course which would have probably thrown it over for the present session; but the bill has been twice substantially re-drawn since then, each fresh phase being, on the whole, an improvement on its immediate predecessor; and in the shape in which it has been sent down to the Commons our original objections have all but entirely disappeared, the provisions now proposed concerning the new Rules and Orders being in effect tantamount to a compliance with our suggestions. As the bill now stands it simply commits the country to a most desirable measure of reform, whilst it postpones the practical operation of that measure until Parliament shall have approved of the principles of the proposed new procedure. The plan proposed by the bill, with the approbation of all parties in the House of Lords, is, moreover, free from the defect of introducing a stereotyped rule which nothing short of an Act of Parliament, or a case of open usurpation of authority, can get rid of. The original Rules are, indeed, to have Parliamentary sanction, and so far Parliament can secure that any principles it desires may be made unalterable; but the Court is to have power to vary these Rules from time to time, and therefore, so far as Parliament shall not have forbidden it, can alter or modify any regulation which may not have worked satisfactorily. How expedient such a power is may be easily gathered from the success which has attended Lord Cranworth's order of 13th January, 1855, which deliberately abrogated the provisions of 15 & 16 Vict. c. 86, ss. 29, 30, and substituted other provisions in lieu thereof, which substituted powers have continued for the last fifteen years to regulate the practice of the Court in several important points as to evidence, without any Parliamentary sanction whatever. The usurpation—for such it clearly was—was so beneficial that it has for so far succeeded; and yet—for it has not been established so long as the practice temporarily set aside by the celebrated decision in *Cookney* v. *Anderson*—it may even now be determined, to the discomfiture of some unfortunate plaintiff, that in every case in which mixed evidence has been taken the affidavit portion of the evidence was strictly inadmissible, because the rule authorising its use was—as it clearly was—*ultra vires*. We sincerely trust that this opposition, which we are unwilling to attribute to a desire for mere delay, may fail, and that this session of Parliament—which has not, so far as we know, as yet produced any very valuable addition to the Statute-book—will not come to a close before it has conclusively affirmed the proposition that there ought no longer to exist a multiplicity of superior courts, each of which is confessedly unable to do complete justice in every case which may come before it.

THE JUDICATURE COMMISSION have been asking questions of county court registrars on a subject to which we called attention some time ago (*vide ante* 587), namely, the extraordinary difference in the numbers of the nonsuits and judgments for defendants, in proportion to plaints issued, in some courts as compared with others. One registrar said he instructed his issuing clerk to refuse to issue a summons if the case presented to him was clearly a bad one; and this he did in the interest of ignorant persons who often sought to spend money in cases which any intelligent person, to say nothing of a lawyer, would at once pronounce to be hopeless. Refusing to issue summonses in such cases, no doubt, has the effect of diminishing the number of nonsuits and judgments for defendants; but another registrar put the case in a very different light. It was not fair, he said, to throw such a responsibility on the issuing clerk, it was making him a sort of judge to decide on an *ex parte* statement. He therefore instructed his clerk not to refuse a summons, however bad the case might appear to be, the judge being the only person to decide whether it was bad or not. These two different modes of practice will, no doubt, account to a considerable extent for the discrepancies pointed out in the article referred to; but the question arises, which of the two courses is the proper one? It may be hard upon a poor man to take his money for a process which obviously must prove abortive, and must, in addition, entail more expense; but, on the other hand, the applicant is not likely to be content with the decision of a clerk who tells him he has no case, and, therefore, cannot have a summons. A refusal of process is a decision on the claim by the clerk refusing the process, and it is hardly expedient that intending plaintiffs, however ignorantly obstinate, should be compelled to accept the decision of anyone short of the judge, or, at least, the registrar. Recently, in one of the London courts, a plaintiff having stated his case, the judge at once said there was no cause of action whatever, and gave judgment for the defendant, telling the plaintiff he was a very foolish man for bringing the case into court. The issuing clerk explained to the judge that he had told the plaintiff, when he applied for the summons, that he had no case, and had better keep his money in his pocket. The plaintiff refused to take the clerk's advice, and insisted on proceeding. The clerk said he should decline to issue then, but if plaintiff returned after having taken an hour to consider the matter, as he then appeared somewhat excited, the summons should issue. The plaintiff returned and issued the summons, with the result before mentioned, the judge remarking that the clerk could hardly have done more than he did to protect the plaintiff from his own folly.

THE HOUSE OF LORDS have this week decided the question in the Duke of Newcastle's case—viz., whether, under the Bankruptcy Act, 1861, a peer of Parliament and non-trader could be adjudicated bankrupt. It will be remembered that Mr. Commissioner Winslow decided the question in the negative, his decision being reversed by Lord Justice Giffard. We pointed out, when the question first arose, that the answer must be in the affirmative, and the House of Lords' decision finally settles the matter

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so; the solution, however, was, to our mind, too plain to admit of any doubt.

WE HAVE ALREADY HAD OCCASION to notice Mr. Dodd's Revestment of Mortgages Bills, which, though both of them impracticable, were directed to a useful object. *Apropos* of these measures, a Canadian legal journal remarks that in that colony the revestment of mortgages has for many years been effected by a certificate of discharge under Local Registry Acts.

IN ANOTHER COLUMN will be found our reporter's account of the meeting of the Legal Education Association, held at Lincoln's-inn this week, and the speech of Sir Roundell Palmer, as chairman. The association is now formally started, and with such unanimity as to its objects we may look for excellent results as a certainty.

THE JUDICIAL COMMITTEE.

Now that the future constitution of the superior courts of this country is, as we sincerely hope, practically settled, the attention of law reformers is naturally directed to the working of that important tribunal which now forms the principal connecting link between the mother country and its numerous colonies. We need not in this journal insist on the value of anything which binds Gritain Britain and her colonies together. The appellate jurisdiction of the Crown, exercised through the Judicial Committee of the Privy Council, is one of the most important links which connect them all with this country and with one another. It is therefore of no slight moment that this jurisdiction should be exercised in a manner which may command the confidence and preserve the good-will of the colonies at large, and this it will be very unlikely to do if a large and increasing arrear indefinitely delays the hearing of appeals, and so practically destroys the control of the superior tribunal; or if, from want of judicial power, or any other cause, the appellate Court should fail to command the respect as well as the obedience of the local populations. As the Judicial Committee is at present constituted, the latter of these contingencies is not very likely to occur. Recruited as it is from the front ranks of all departments of the judiciary at home, and with the further services of persons specially adapted for dealing with the most peculiar of the local systems of law which come under its cognizance, it is scarcely possible that any change can be made in the constitution of the Court which would not tend rather to diminish than to increase its judicial excellence. On the other hand, the accumulation of arrears is a serious evil, which seems imperatively to demand a remedy, if only one could be devised which would not aggravate the mischief by lowering the character of the Court.

To this end it has lately been proposed to attach this appellate jurisdiction to the appeal division of the High Court of Justice, but this plan seems to us to involve several serious disadvantages without any compensating advantage whatever. It in no way increases the judicial strength of the Court, for all the Lords Justices of Appeal are already to be members of the Judicial Committee; and if their time is not fully taken up by their more immediate duties, there is nothing to prevent them from taking—nay more, it is their duty to take—their turn at the sittings of the Privy Council, and it certainly would not tend to increase the efficacy of the Court, whilst it equally certainly would diminish its prestige, to transfer its sittings from the Privy Council Chamber to one of the ordinary courts of this country. And this objection applies yet more forcibly to the substance of the proposal. It is far from clear that such peoples as those of Canada and the Australian colonies would be willing to allow the decisions of their supreme courts to be subjected to the review of a purely English court, and one, moreover, which is itself to be a subordinate both in form and substance. If the proposition merely means that the Judicial Committee of the Privy Council, unchanged in constitution, is to hold its sittings along with those of the Divisional Court of Appeal, occupying such time as can be spared, or may be allocated to it, out of the sittings of that Court, it merely degrades the status of the Court without increasing its efficiency; if, on the other hand, it is meant to transfer the jurisdiction from one body to the other, it wantonly throws away the services of the retired judges for no purpose that we can see, except to heap upon a local court—which, if successful, will certainly have no lack of business of its own, and if unsuccessful ought not to have any extension of its jurisdiction—a mass of extraneous matters, depending upon a variety of systems of law of which the Court is judicially ignorant, whatever the personal knowledge of any of its members may be, to the detriment as well of its ordinary functions as of the dignity and prestige of our colonial administration.

Nor can we see any ground whatever for a violent remedy, at least until the effect of an obvious and simple one has been tried. Let the Committee be empowered to form any number of sub-committees sitting simultaneously, so long only as there is a *quorum* present at each, and provide for the presence there of all privy councillors who are in the receipt of judicial pensions, whether from any part of the United Kingdom, or any of our colonies or dependencies, as well as of the judges who now form a part of this Committee, and there will be no lack of judicial power of the highest order, sufficient, not only to keep down the appeals, but, at no very distant period, to work off the arrear. And as it may possibly be the case, though we are far from admitting it, that as these judges are unpaid it will be difficult to secure their services with the regularity which would be essential to the sitting of a permanent court, the difficulty might be avoided by making the receipt of a pension on the full scale conditional on a fixed minimum number of attendances at the sittings of the Committee, unless relieved therefrom by the order of the Committee itself for cause to be mentioned in the order. A judge who for any reason whatever wished to retire without being liable to serve on this Committee might do so by accepting a pension on a reduced scale.

If the idea that the new Court of Appeal will have time to spare from its regular work should turn out well founded, of course all the judges of that court will be available for the Committee, and these added to the members already mentioned will be amply sufficient for the requirements of the case; but should that not prove to be so, and should no more assistance be available from that quarter than is now to be obtained from the Court of Appeal in Chancery, still we do not see any reason to doubt that a Court which would consist of some thirty members could easily sit (in three committees) for one hundred days in the year; and this would, we think, be sufficient to keep down the work.

Of all the propositions which have come to our notice that of a regular staff of paid judges for this service only seems to us the worst, not only as so unnecessarily wasting the available services of the ex-chancellors and retired judges, but as necessarily throwing the court into the hands of men who, whatever their personal merits may happen to be, cannot hope to vie in weight or influence with a court which necessarily comprehends the most tried and distinguished lawyers which the empire can furnish. If the paid judges are promoted from the ranks of the judiciary the result is merely an expensive system of forced and premature retirement; if they are appointed direct from the ranks of the bar they cannot, as a body, command the deference now awarded to the present Committee. At any rate, it will be time enough to create a totally new staff of judges, at a greatly increased expense, when the simpler, cheaper, and more obvious remedy we have suggested has been tried and failed.

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ON THE REMEDIES OF UNPAID VENDORS OF LAND TO RAILWAY COMPANIES.

It is only of late years that cases on this subject have come into the reports. They are now numerous enough, as any one would expect who was acquainted with the history of railway enterprise in this country during the last seven years. It is well settled what are the means at the disposal of a vendor for enforcing his lien, in an ordinary case; but where the purchaser was a railway company, buying under the powers and for the objects of their Act, there used to be an impression that the Act conferred on the public a sort of right of user of the land, so that the vendor, in default of payment, was debarred from enforcing his lien upon the land thus dedicated to the public in any way that could impair their right. In a former volume we commented on the decisions then bearing upon the subject; as cases of this description are continually recurring, it will not be amiss to renew the subject again by the aid of new lights. In *Walker* v. *Ware, Hadham, and Buntingford Railway Company* (14 W. R. 158, L. R. 1 Eq. 195), which was a landowner's suit for specific performance, declaration of lien, and sale in default of payment, it was contended that the Legislature, by providing special remedies for landowners, had deprived them of the lien which arises by implication out of ordinary contracts for the sale of land as distinguished from chattels; and that the purpose for which the land was required, with the vendor's knowledge, was inconsistent with the enforcement of his lien in any way that would affect the rights of the public. The Master of the Rolls held, and his decision in this, one of the earliest cases of the class, has always been followed—that the vendor's statutory remedy by action brought upon the bond which under section 85 of the Lands Clauses Act the company gives on taking possession, if they do not pay the purchase-money at once, did not impliedly deprive the landowner of his lien, but that such lien was an inherent equitable right, common to him and to vendors in general. As the Lord Justice put it in *Munns* v. *Isle of Wight Railway Company* (18 W. R. 781, L. R. 5 Ch. 414), the latest case upon the subject, the company could only give to the public such rights of user as the company itself possessed, so that, if the vendor happened to have rights against the company, the rights of the public could only be subservient to his rights.

In *Wood* v. *Charing Cross Railway Company* (33 Beav. 290, 13 W. R. Ch. Dig. 38), where the works were almost or altogether completed on land of which the company had taken possession by some mistake, and the Master of the Rolls refused to stay the progress of the works on an interlocutory application, for that to do so would be to cause inconvenience to the company and injury to the public, without any corresponding benefit to the plaintiff, the *ratio decidendi* was, that the plaintiff had stood by during the progress of the works, and could obtain a settlement without driving the company to accept more onerous terms by the method of an injunction. Where the conduct of the parties allows it, the Court is bound to, and will, consider public convenience; but where a vendor has an inherent equitable right to enforce his lien, the Court will not refuse to give him its aid, because a line of railway would be shut up, which the preamble of an Act has stated to be of public advantage.

It was some time, however, before this was definitely ruled. In the *Bishops Waltham Railway case* (15 W. R. 96, L. R. 2 Ch. 384) Lord Cairns and Lord Justice Turner rather hinted that the land covered by the railway could not be sold; while in *Raphael* v. *Thames Valley Railway Company* (15 W. R. 322, L. R. 2 Ch. 151), decided about the same time, Lord Chelmsford observed, *obiter*, "that it was at least questionable whether, in a case where there had been a determined and wilful breach of an agreement by a railway company, the element of public convenience ought to be introduced, so as to prevent a decree for specific performance." It is now settled that the unpaid vendor is entitled to a sale. The decision in *Walker* v. *Ware, Hadham, and Buntingford Railway Company* was followed in *Wing* v. *Tottenham and Hampstead Junction Railway Company* (16 W. R. 1898, L. R. 3 Ch. 740). In this case the Court of Appeal decided that, in default of payment, the vendor was entitled to a sale of the land, although the railway made over it was actually completed and ready for traffic; adding (per Lord Justice Selwyn) that a vendor of land to a railway company is, with respect to his lien, in no different position from a vendor of land to any other purchaser.

Where, however, land is sold to a railway company in consideration of a yearly rent-charge, in manner provided by section 10 of the Lands Clauses Consolidation Act, the vendor is not entitled to a lien for the unpaid arrears on the principle of *Winter* v. *Lord Anson* (3 Russ. 488), and, therefore, is not entitled to a sale in default of payment. "A man conveys a piece of land," said Vice-Chancellor James, in *Earl of Jersey* v *Briton Ferry Floating Dock Company* (L. R. 7 Eq. 409), "for the construction of a public work in consideration of an annual payment. It appears to me that it would be quite contrary to the intention of the parties to suppose the vendor was reserving to himself a right at any future time to enter and destroy the public work if the annual rent should fall into arrear. Hence, in my opinion, there is no lien in such a case for unpaid purchase-money." This conclusion should be borne in mind. But it is, after all, foreign to our present purpose, which is to consider how the lien may be enforced, rather than in what cases it arises.

We have seen that where the consideration was a gross sum the vendor, in default of payment, is entitled to a declaration of lien. But what are his remedies for enforcing it? We have seen that he is entitled to an order for sale: and it seems that the land, if sold, will be sold free from the rights of the company and from all claims of the public to use it as a highway (*Munns* v. *Isle of Wight Railway Company*, *ubi sup.*) The application for this order should be by petition, not motion (*Williams* v. *Great Eastern Railway Company*, 16 W. R. 821), and will be granted irrespective of the fact of the railway being completed and opened for traffic (*Vyner* v. *Hoylake Railway Company*, 17 W. R. 92). But the sale is often bootless, for who will buy a section of a railway? A receiver is often appointed until sale. The Court will not, however, now restrain the company from using the land until payment. In *Cosens* v. *Bognor Railway Company*, (14 W. R. 1002, L. R. 1 Ch. 594), the purchasers had leased their undertaking to another company, and the money remaining unpaid, the vendor filed his bill against both companies, praying for payment of the purchase-money, and an injunction to restrain the company from using the land until payment. Upon a motion to restrain both companies in default of payment from running any engine over or otherwise using the land, until the hearing, the Court held (*diss.* Lord Justice Turner, who thought that the proper course was to appoint a receiver of the tolls) that the case not being an ordinary one, the motion ought to be granted. Subsequent decisions have shown that the opinion of Lord Justice Turner was correct.

The case of *Bishop of Winchester* v. *Mid Hants Railway Company* (16 W. R. 72, L. R. 5 Eq. 17) was, like the last, a bill by an unpaid vendor against two railway companies—the purchasers and their lessees—in possession of the land. Whether the land has been taken by consent or not, be it observed in passing, has no bearing upon the present question. The prayer was for specific performance of the contract, for payment of the purchase-money, for an injunction against *both* companies, for a declaration of lien to be enforced by a sale, and that a receiver might be appointed over the estate of the purchasers. The prayer went farther than it ought to have gone, inasmuch as the Court could not appoint a receiver of more than the land which was the subject of the unperformed contract. Vice-

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Chancellor Stuart—and this is a point of importance—held that the lessees were properly made parties; and, after a declaration of lien in the usual way, gave leave to apply for an injunction, as well as for the appointment of a receiver of the profits of the land in question. It does not appear what were the subsequent proceedings in this suit, or whether the injunction was actually awarded. Suits of this class are instituted to compel payment by indirect means, and an injunction against using the railway must be the most potent weapon in the repertory of the unpaid vendor. Unluckily for him, it is a weapon which he is no longer entitled to use. In *Pell* v. *The Northampton Railway Company* (15 W. R. 27, L. R. 2 Ch. 100), where the company were let into possession on giving the usual bond, and default was made, the Lords Justices decided that the landowner was not entitled to restrain the company from using the land, it appearing inconsistent, in the words of Lord Cairns (*loc. cit.*), in a suit for specific performance, to apply to turn the purchaser out of possession.

In *Munns* v. *The Isle of Wight Railway Company* (17 W. R. 1081, L. R. 8 Eq. 653) nevertheless, the injunction was awarded by Vice-Chancellor James, with the usual suspension of the order being enforced, against running any engine over or otherwise using or continuing in possession of the land. This order has been discharged by Lord Justice Giffard (18 W. R. 781), who holds that to grant an injunction was not the right course to pursue, because it precluded all use of the land, and amounted to a discontinuance of possession. But the Lord Justice appointed a receiver, whom he directed the company to put into possession forthwith.

We regard the decision on appeal in *Munns* v. *Isle of Wight Railway Company*, supported, as it is, by the dictum of Lord Cairns in *Pell* v. *Northampton Railway Company*, as decisive of the vexed question whether an unpaid landowner is entitled to restrain the company from using the land. We have seen that he is entitled to a sale, and to a receiver until sale of the rents and profits of the land, like an ordinary vendor, irrespective of the so-called rights of the public. Even then he is much better off than the mortgagee or debenture-holder who is only entitled to a receiver; while it must be remembered that an injunction, if actually awarded, will deprive the company of the only means by which they can possibly discharge the landowner's claim. The reader will observe that the order in *Munns* v. *Isle of Wight Railway Company* was made notwithstanding the filing of the scheme of arrangement. Schemes of arrangement are not, it will be remembered (*Re Cambrian Railway Company's Scheme*, 16 W. R. 346, L. R. 3 Ch. 278), made binding by section 18 of the Railway Companies Act, 1867, upon unpaid landowners, though the Court has jurisdiction to restrain their proceedings during the maturing of the scheme.

RECENT DECISIONS.

EQUITY.

CASES WHERE DEBTORS ARE NOT PROTECTED FROM IMPRISONMENT—DEBTORS ACT, 1869, s. 4.

Young v. *Dallimore*, V.C.S., 18 W. R. 445.

This was a decision upon section 4, sub-section 3 of the Act, to the effect that a trustee who had made default in payment of a sum of money into Court, in pursuance of an order to that effect, was not protected from imprisonment.

In *Re Rush* (18 W. R. 331) the Master of the Rolls held, in the case of a solicitor, that default in payment of a balance found due from him to his client upon taxation, under the common order, was within the exception of sub-section 4, and rendered him liable to an attachment.

In *The Queen* v. *Pratt* (L. R. 5 Q. B. 176) default in payment of costs which had been awarded by quarter sessions against one of the parties to an appeal, and which by Jarvis' Act may be enforced by distress, and in default of distress by warrant of commitment, was held the "default in payment of any sum recoverable summarily before a justice or justices of the peace" within the meaning of sub-section 2.

Hewitson v. *Sherwin*, V.C.J. (18 W. R. 802), was a case of default in payment of costs under an order for payment of costs only, and the case was held to come within section 5 of the Act, as "default in payment of a debt due in pursuance of an order of the Court." Costs ordered to be paid are then a debt due from the person ordered to pay them, for non-payment of which he may be committed. In this particular case an order was made for payment of the costs by instalments under the 4th clause of sub-section 2, section 5, together with the costs of the motion. In default, the penalty is imprisonment for any term not exceeding six weeks or until payment of the sum due (section 5). This section, it will be remembered, varies the power of county courts under the County Court Act, 1846, ss. 98, 99, and the Acts amending the same.

SALE OF OFFICER'S COMMISSION—PRIORITY OF INCUMBRANCERS.

Boos v. *Hopkinson*, M.R., 18 W. R. 725.

Although an officer of the army cannot mortgage his pay, he may assign or encumber beforehand the proceeds of the sale of his commission; though no equitable charge is created by a deposit of the document which constitutes the "commission" itself (*Collyer* v. *Fallon*, T. & R. 439). Several cases, of which the present is one, have recently come before the Master of the Rolls, in which there has been a race for priority between such incumbrancers on the proceeds of the sale. No assignment of an incumbrance, or a *chose in action*, is complete until the holder or trustee is affected by notice of it. We use the term "affected by notice" advisedly, in order to avoid touching the manner of notice, because the Court of Chancery has of late years shown some disposition to change its attitude as regards that topic. In *Dearle* v. *Hall* (3 Russ. 1), *Foster* v. *Cockerell* (3 Cl. & F. 456), and other cases, this doctrine is put rather as a matter of policy, as a system of reward and punishment for those who do and do not bestir themselves to give notice. In some later cases, culminating in *Lloyd* v. *Banks*, (Lord Cairns, 16 W. R. 988), the judges seem to have disregarded this consideration of policy, and regarded the question as purely one of actual knowledge, not asking, "Did or did not the incumbrancer give notice?"—but "Had or had not the trustee as a fact an actual knowledge of the charge?" The reader, who desires to examine the decisions more minutely, is referred to our remarks on the case of *Lloyd* v. *Banks* (12 S. J. 802). In *Earl of Suffolk* v. *Cox* (15 W. R. 732), the Master of the Rolls held that when an officer sells his commission, his army agents become trustees of the purchase money for him, as soon "as it became their duty to carry out the distribution of the funds derived from the sale of the commission—that is, as soon as notice appeared in the *Gazette* of the retirement," &c.

In *Yates* v. *Cox* (17 W. R. 20) the Master of the Rolls held that notices given before the agents had become trustees, do not affect them when they have become trustees—that such notices are in fact useless; the notice to be effective must be given afterwards. Thus when one incumbrancer gave notice just before, and several others just after, all the latter came in first, and the former would have to give a fresh notice. Now, as we have just observed, Lord Cairns, in *Lloyd* v. *Banks*, seemed to regard the question as one of actual knowledge; it might then be argued that, on this view, a notice received by agents just before they became trustees of an officer's money, might be presumed to be retained in their minds afterwards, so as to affect them with notice of the incumbrance. In the present case,

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Lord Romilly repeats his decision in *Yates* v. *Cox*, but the point we raise does not seem to have been taken. The argument is not so ready in the case of a firm of army agents as of a single trustee, because in the latter case you might be able to prove as a fact that the man did remember after he became trustee what he heard before—a consideration wholly inapplicable of course to the machinery of an army agent's and banker's office. At any rate, Lord Romilly's rule is a practically convenient one.

When a quantity of notices are given simultaneously, the court places those incumbrancers *inter se* in the order of their incumbrances.

Receiver under an Inspectorship Deed the Agent of the Debtors.

Hobson v. *Jones*, M. R., 18 W. R. 477.

This was a decision that the receiver under an ordinary deed of inspectorship, where there was no *cessio bonorum*, was the agent of the debtor, not of the inspectors who appointed him; the question being whether the debtor or the inspectors were to be the losers by the default of the receiver. The case must not be regarded as having been decided otherwise than upon its particular circumstances, but as the point does not appear to have come before the Court before, it may be worth noticing.

The Master of the Rolls compared the receiver in such a case to the receiver of a mortgaged estate, who is now (23 & 24 Vict. c. 145 s. 17) the agent of the mortgagor, not of the mortgagee, and laid some stress on the analogy between the two cases; also pointing out that where there is no *cessio bonorum*, inspectors are simply what their name denotes, persons to inspect and control, if necessary, the debtor in his management of the estate, without taking any estate or interest therein. Apt words might have been introduced to make the inspectors liable for moneys received by the inspectors, but the question here was solely as to the construction of the particular deed.

The duties of inspectors under a creditor's deed were considered in *Chaplin* v. *Young* (33 Beav. 330, 12 W. R. Ch. Dig. 29).

COMMON LAW.

Railway Company—Negligence—Conveyance over Line not belonging to Contracting Company.

Thomas v. *Rhymney Railway Company*, Q.B., 18 W. R. 668.

The Court of Queen's Bench in this case expressed a doubt as to the correctness of the principle laid down and acted upon in *Great Western Railway Company* v. *Blake* (10 W. R. 388) and *Buxton* v. *North Eastern Railway Company* (16 W. R. 1124), but at the same time they followed these two cases as they thought they were bound by them. The principle of *The Great Western Railway Company* v. *Blake*, as explained in *Buxton* v. *The North Eastern Railway Company*, is, "That where a railway company contracts with a passenger to carry him from one terminus to another, and on the journey the train has to pass over the line of another railway company, the company issuing the ticket incurs the same responsibility as that other company over whose line the train runs, and by whose default the accident happens, would incur if the contract to carry had been entered into with them."

In *Thomas* v. *Rhymney Railway Company* the plaintiff took a ticket from the defendants for a journey from A. to B. Part of the journey had to be performed on the line of the T. Railway Company, over which the defendants had running powers. The entire management of that portion of the line was in the hands of the T. company. An accident, by which the plaintiff was injured, occurred on this portion of the line, solely in consequence of the negligence of the T. company. The defendants were not negligent. The Court held the defendants liable on the authority of the two cases we have mentioned, but they expressed a dissent from the principle of those cases. This case therefore throws a doubt upon the law on this subject, without in any way altering it. The point of law itself is of much importance now that long journeys over the lines of several different railways are so frequently made. The law, as settled by the authorities on which this case is decided, is on the whole reasonable, and it relieves persons who may have been injured in a railway accident from the difficulty of having to search for the persons who are legally responsible to them for the damage caused. If a company contract to carry passengers from one point to another, it is more reasonable that the passenger should have a remedy against the company with whom he contracted than that he should have to discover the persons who were the immediate cause of the accident.

To hold the contracting company thus liable will render them more careful than they might otherwise be to provide for the safety of their trains, and it would be always in their power to recover damages from other companies whose lines they use if such companies are guilty of negligence by which the contracting company suffers loss.

Besides this reason for holding the contracting company liable, there are others, as, for instance, that, in cases which might be suggested, a passenger might have no remedy against a company with whom he made no contract although their acts caused him injury. It might be impossible to show that there had been any negligence as towards him. All these difficulties are avoided if the company which contracts to carry is primarily liable for the whole journey to those whom it so contracts to carry, and there seems to be no legal rule which need prevent the establishment of the principle.

Sixty Years' Title—Leasehold Title.

Frend v. *Buckley*, Ex. Ch., 18 W. R 680.

On the sale of a fee simple estate without any special conditions the vendee is entitled to demand a sixty years' title, and the same rule applies to the sale of a leasehold estate. *Frend* v. *Buckley* has now decided that, on the sale of a leasehold estate, the vendor must not only give the usual sixty years' title, but he must also produce the original lease even if it is more than sixty years old, or, if it is lost, prove its contents by copy or otherwise.

The argument against thus holding was that in no case whatever could a vendor of land on an unconditional sale be called on to give more than a sixty years' title. The Court decided against this view, and held that if there is any difficulty in giving such proof the vendor should protect himself against the necessity of so doing by inserting a condition to that effect in his contract of sale. If there is no such condition the lease must be produced. This decision is, we believe, quite in accordance with what has hitherto been the practice of conveyancers in these cases, although no decision was cited which directly settled the point.

Evidence—Interrogatories—Libel.

Bowden v. *Allen*, C. P., 18 W. R. 695.

This decision is the result of the gross carelessness that is habitually displayed in the drawing of statutes. As we noticed the case immediately after it was decided (*ante* 524) we will now only briefly state the point involved.

6 & 7 Will. 4, c. 76, contained various provisions by which it was rendered easy to ascertain who were the printers, publishers and proprietors of any newspaper, &c.; and by section 19 it was also provided that anyone should be compelled to answer a bill of discovery in chancery in aid of an action for libel, for the purpose of ascertaining the name of the printers, publishers, &c., of any newspaper, &c. All these provisions are repealed by

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the Newspapers, &c., Repeal Act, 1869 (32 & 33 Vict. c. 24), and section 19 is re-enacted.

The consequence of this is that a plaintiff in an action for libel in a newspaper may be unable to prove who are the printers, &c., of the paper, except by incurring the expense and delay of filing a bill in chancery. The means for ascertaining this information (except by a bill of discovery) are repealed, and a defendant in an action of libel cannot be interrogated under the Common Law Procedure Act, 1854, s. 51, as to whether he published the libel, &c., because his answer might criminate him and expose him to an indictment. This result of the Act of 1869 is obvious to anyone reading the statute with any care, and we noticed this consequence in the legislation of last year (13 S. J. 919) when commenting upon the statute then just passed.

Bowden v. *Allen* has now decided that the law is as we have above stated it to be, and the inconvenience must remain until there is fresh legislation on the subject. All this might have been spared by a provision requiring answers to interrogatories at common law in the same way, and subject to the same conditions, that answers are required by the re-enacted section of 6 & 7 Will. 4, c. 76, to a bill of discovery in chancery. The plaintiff is entitled to the information from the defendant, but he cannot obtain it in the court in which his action is brought.

Liability of Assignee of Lease to Lessee—Priority.

Moule v. *Garrett*, Ex., 18 W. R. 697.

This case decides that a lessee who has been successfully sued for breaches of covenant committed while the lease was vested in an assignee of his assignee can recover from such second assignee the amount which the lessee has thus had to pay, and this liability of the second assignee is not affected by the fact that the first assignee covenanted with the lessee to keep all the covenants in the lease, and that the second assignee made a similar covenant with the first.

This point has never before been decided, although there were some dicta to this effect in two or three reported cases. In *Burnett* v. *Lynch* (5 B. & C. 589) a lessee assigned his lease, and the assignee broke some of the covenants of the lease for which the lessee had to pay, and the lessee was held entitled to recover the amount so paid from his assignee, although there was no express contract between the parties to this effect. In this case there was direct privity between the plaintiff and defendant, and it seems no stretch of principle to imply a contract by the assignee to indemnify the lessee against the consequence of a breach of the covenants by the assignee, their contract containing no direct stipulations on that matter. *Moule* v. *Garrett* has, however, extended this principle so as to render the assignee of the assignee liable to indemnify the lessee. The only authorities for thus extending the assignee's liability are dicta in two cases in which the decisions were upon other points. In *Humble* v. *Langston* (7 M. & W. 536) there is a dictum that "the assignee of the lease becomes liable to the lessor for the performance of all the covenants which run with the land, and the lessee is also liable in the nature of a surety, as between himself and the assignee, for the performance of the same covenants." This principle has been expanded in a further dictum in *Wolveridge* v. *Steward* (1 C. & M. 644), where it is said that a lessee who has been compelled to pay for breaches of covenants in a lease committed by assignees "would in all probability have the same remedy over against each subsequent assignee in respect of breaches committed during the continuance of the interest of each of them, for the lessee is in effect a surety for each of them to the lessor."

The Court of Exchequer, adopting the principle expressed in this last dictum, decided as above stated. Cleasby, B., dissented from this decision on the ground "that between such remote parties there is an entire absence of that privity which is required to raise any implied contract between them, or any duty in respect of which an action can be brought." The arguments in favour of and against the decision are fully stated in the judgment of Cleasby, B., on one side, and of Channell, B., delivering the judgment of the majority of the Court, on the other side.

This case is an instance of an unusually wide extension of the principle by which contracts are "implied," as it is called in law. There is no agreement whatever in fact between the parties in a case like *Moule* v. *Garrett*, and the judgment of the majority of the Court seems to have been much influenced by the fact that the lessee in similar cases had been called a "surety" for the due performance by the respective assignees of the covenants of the lease. Cleasby, B., suggests that the contract between the lessee and assignee, if implied at all, is one of indemnity and not of suretyship. In fact, the relation between a lessee and an assignee is without the elements which are essential to create a contract of suretyship. A surety is liable when the principal has broken his contract. Until there is such breach he is not under any liability. In the case of the lessee, however, who has been called surety, there is no right of action at all until the lessee's own contract is broken. That is, until the lessee is liable to an action for breach of contract no one is liable. Whether or not there is any liability has to be ascertained by reference to the lessee's original contract with the lessor; if that is broken the lessor may sue either the lessee or the assignee, but the assignee's liability is dependent on the lessee's liability. This places the lessee rather in the position of principal than of surety. Again, in *Moule* v. *Garrett* it seems to have been assumed that the person primarily liable to observe the covenants in the lease is always the assignee for the time being. But this is not necessarily so. In an assignment the assignor may covenant that he and not the assignee shall repair, &c., and perform the covenants in the lease. In such an assignment the assignee would doubtless be liable to the lessor for breaches during the period of his interest, but there would be no reason for saying that he was primarily liable any more than for saying that the lessee was primarily liable. For these and other reasons noticed by Cleasby, B., this case will probably hardly be received as an undoubted authority until it is either recognised in subsequent decisions or affirmed in a higher court.

It seems, although not stated in so many words, that the principle of *Moule* v. *Garrett* applies only to breaches of covenants running with the land, as the assignee would not be liable to the lessor on any but these covenants.

Principal and Agent—Right to Sue—Broker—Bought and Sold Notes.

Fairlie v. *Fenton*, Ex., 18 W. R. 700.

A contract made by agents who disclose their principals at the time of the contract has the same legal effect as a contract made directly between the principals. The principals, and the principals alone, are the proper parties to sue and to be sued for a breach of the contract. If, however, an agent really contracting for a principal, nevertheless does not disclose that he is an agent, and contracts as if he himself were principal, he may be held liable upon the contract as if he were in fact principal. In such cases the other party to the contract, unless the contract is under seal, has an option to sue either the principal or the agent, and the agent or the principal may sue the other party. So, also, an agent *may*, if he chooses to do so, bind himself by the contract, although he discloses the name of his principal.

In *Fairlie* v. *Fenton* the plaintiff sold, as broker for a disclosed principal, some cotton to the defendants. The sale note was in the usual form, and commenced "I have this day sold you on account of" the principal (naming him), and it then described the cotton, and was directed to the defendants, and signed by the plaintiff, who wrote

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the word "broker" after his signature. The defendants refused to accept the cotton, and the plaintiff sued them for breach of contract, and the only question of law was whether the plaintiff was entitled to sue in his own name. The Court held that he was not entitled to sue, as they thought that the contract was with the principals only, and the broker could not have been sued upon the contract, and, therefore, of course could not sue upon it.

The decision, therefore, is that a broker selling goods by bought and sold notes in the usual form, signed, "So-and-so, 'broker,'" cannot sue or be sued upon that contract. The principle of the decision is, as we stated, that when duly authorised agents contract for disclosed principals, the contract is between the principals only, and the agents therefore cannot sue or be sued upon it, unless there is something in the contract to show that it was intended that the agent should be personally liable. This principle is clear, although its application is often difficult, and this case is of importance on account of the application of that principle to a large class of contracts which are almost always made in the same form, and therefore a decision on one of such contracts is likely often to be referred to as an authority.

There was no question in this case as to the plaintiff's having any personal interest in the goods as a factor or auctioneer may have. When an agent selling goods has such a personal interest a somewhat different rule of law is applied, and the agent may sometimes sue in his own name, when without such interest he would have no right of action.

REVIEWS.

Reports of Cases Determined in the Supreme Courts of the State of California in the January, April, and July Terms, 1869. J. E. HALE, Reporter. Vol. 37. San Francisco: Sumner Whitney.

The specimens which come before us compel us to pronounce American law reporting as exceedingly badly done. The reporters appear to report cases indiscriminately, and the reports are crowded with decisions depending wholly on facts and utterly useless for citation purposes, besides innumerable other cases in which the points involved are incontestible propositions of law, to report which is a mere waste of paper. It seems as though no reporter ever gave himself time to consider what are the attributes of a reportable decision. So much for the selection of cases. Then the manner of execution is equally slovenly, the headnotes are wretchedly digested, and the statements of facts, if possible, worse; the latter are generally overloaded with the grossest irrelevancies. Indeed in the case of Wallace's Supreme Court Reports, the irrelevancies grew so grossly and ridiculously intolerable that the *American Law Review* printed an article on the matter, in which some of the strangest instances were recapitulated. Many of these expatiations were so utterly incredible that "we would not have believed them had we not seen them in print" (the reader will find the article in question in the first volume of the *American Law Review*). In other instances the reporters adopt the lazy and miserable shift of taking their statements of cases *verbatim* from the pleadings or evidence filed in the case. Mr. Hale, the reporter of the volume before us, appears to prefer that method of rendering his reports inconvenient to the reader. We open the volume at random at the case of *Nevada County & Sacramento Canal Company* v. *Kidd, et. al.* (p. 282). What is the use of a statement like this?—"The following was the complaint in this cause—'Now comes the plaintiff above named and, by leave of the Court first had and obtained, files thus its amended complaint in the above entitled cause, and alleges that plaintiff is and has,'" &c., &c., the statement being copied *verbatim* from the pleadings, in consequence of which six pages are occupied with what might and ought to have been digested into a twelfth of the space. Or what again is the use of a headnote like this—*Martin* v. *Wade* (p. 169)? "There is a distinction between contracts which are *malum in se* and those which are merely *malum prohibitum*. In certain cases remedies are afforded to one of the parties in the latter class of contracts?" The reporter's object seems to be to earn his money at the expense of as little labour as possible; but the result is a volume very inconvenient for all the purposes for which reports are useful. We make our remarks in no captious spirit; it may ordinarily be no business of ours to find fault with American law reporting, but as this volume has been forwarded to us for review, we are constrained to point out its deficiencies. We must add that the execution of the publisher's share of the work is as good as that of the reporter's is bad.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor STUART.)

July 6.—His HONOUR, at the sitting of the Court, said that he intended for the remainder of the sitting, up to the last seal, to have any consent petitions put in the paper every morning.

Greene, Q.C., said that would be a very convenient arrangement.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

Duties of Trustees.

July 4.—In a case of *Re W. Bennett*, this day, the CHIEF JUDGE took occasion to observe, in reference to the position of trustees under the new law, that it was not for the trustee to wait until the sitting for public examination and then to say that he was not satisfied with the bankrupt's statements. It was his duty to send for the bankrupt, and require his verbal explanation as to the position of his affairs, and, if not satisfactory, then to tender requisitions which the bankrupt was bound to answer. If the answers were not satisfactory, that would be a reason for adjourning, or, perhaps, for prosecuting the bankrupt for not having complied with the law. The present case, no doubt, required investigation, but the trustee need not have waited until the registrar gave him an appointment for an examination sitting. The trustee could have his own examination, and, if that was not satisfactory, he could insist upon the bankrupt furnishing written answers to written questions. In this respect the practice under the old law was not to be regarded. The trustee had the power to call upon the bankrupt to give all proper information, and he ought to exercise it; and if the bankrupt failed to comply with the requirements of the trustee he rendered himself liable to punishment.

Re Ferguson and Ferguson.

Bankruptcy Act, 1869, *ss.* 125 & 126, *rule* 260.

Under this petition for liquidation an interim injunction had been granted, restraining the landlord of the premises where the debtors had carried on business from proceeding with an action of ejectment brought against the debtors.

It appeared that the debtors, who were slate merchants, had taken the premises under a lease, one of the covenants being that they should lay out a sum of £1,800 upon the premises, and in consideration of that outlay the landlord granted a lease for a term of years. The deed contained a proviso that, in the event of the debtors becoming bankrupt or insolvent, "or by any other means with parting with, or depriving themselves of, possession without the leave of the lessor," the lease should become forfeited; and an action of ejectment had been brought to recover possession.

Reed, for the debtors, now applied for a continuance of an injunction granted on the 14th ult., stating that a trustee had very recently been appointed, and it was probable that negotiations would be carried out for a continuance of the tenancy.

Bevir, for the landlord, said it was perfectly clear that the debtors had broken the covenant, and he submitted that the Court would not allow the landlord to be kept at arm's length. At all events, the plaintiff should have leave to sign judgment.

The CHIEF JUDGE thought the signing judgment would be an idle proceeding, because, if the landlord was entitled to possession, he could obtain it under the adjudication. His Lordship could dispose of the whole question at issue;

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but, as the landlord insisted upon his strict right of possession, by way, as it were, of penalty, he did not think it unreasonable that the trustee should have a little more time to see his way. Let the injunction be continued for another week.

Solicitor for the debtors, *S. Tilley.*
Solicitor for the landlord, *Geo. Serrell.*

(Before Mr. Registrar MURRAY.)

The business of the Chief Judge.

July 6.—The REGISTRAR, on taking his seat, mentioned that the Chief Judge would not sit there that day, but he had signed an order by which he delegated to the registrars of the London Bankruptcy Court, or each or any of them, the several powers vested in him by the Act of 1869, and the general orders—except the power to commit persons for contempt of court; to hear appeals from the county and other courts under section 71 of the Act, or to hear cases where a trial by jury was asked for under section 72. With those exceptions his Lordship had empowered the registrars to dispose of the whole of his business.

Reed.—I presume that questions of law will still be determined here.

The REGISTRAR.—Yes.

R. Griffiths said that he had a notice of motion under the 72nd section for a trial by jury, and he wished to know before whom it would be argued.

The REGISTRAR said that it would come before the Chief Judge.

Bagley.—I presume that appeals from the county courts, and other matters which are reserved for his Lordship's decision, will be taken on some appointed day in the week when it may be convenient for the Chief Judge to sit here.

The REGISTRAR said he presumed some such arrangement would be made. He had come down that morning without knowing that his Lordship would not be present; and the order had only just been placed in his hands.

It is understood that the registrars will continue to attend the court in rotation as hitherto.

In re James Hardman Cotterill.

This was a proceeding under a liquidation petition presented on the 27th ult. The debtor is the brother and partner of the Mr. W. H. Cotterill, of 33, Throgmorton-street, who recently absconded, and has since been made bankrupt.

Reed, on behalf of a creditor, asked for the appointment of a receiver of the estate, with a view to an interim injunction being granted to restrain the proceedings of hostile creditors until after the meeting of creditors which was appointed for the 27th inst. The debtor's brother, W. H. Cotterill, had absconded; and a petition for adjudication had been filed against him, under which Mr. Waddell, accountant, of the Poultry, had been appointed trustee, and was now engaged in investigating the affairs of the firm. The debts owing to the firm were very considerable; the clerks were now making out the bills of costs; but as proceedings had been taken against the debtor, it was asked, for the protection of the property, that Mr. Waddell, the trustee under the bankruptcy of W. H. Cotterill, who was thoroughly conversant with the affairs of the firm, should be appointed receiver under this petition.

Mr. Herbert, the solicitor for the debtor, concurred, and the appointment was made.

The liabilities of the debtor are the same as those of the firm, which have been stated at upwards of £100,000.

COUNTY COURTS.

FROME.

(Before C. F. D. CAILLARD, Esq., Judge.)

June 21.

Ancient Society of Foresters—Dissolution—Acquiescence.

In this case, which was heard in April last, Mr. Caillard now gave judgment as follows:—

The substantial object of this application is to set aside a dissolution, or attempted dissolution, of the society, and a consequent distribution of a large part of the funds amongst its members, and the transfer of the surplus to a new society. Court 1960 is a registered friendly society under the Act of 1850 (13 & 14 Vict. c. 115), and as such entitled to the privileges of the Act of 1855 (18 & 19 Vict. c. 63), under the provisions of which the present proceedings were taken within a period excluding the effect of the 3rd section of the Act of 1860 (23 & 24 Vict. c. 58). The enactment, therefore, directly bearing upon the dissolution in question is the 13th section of the Act of 1855. [His Honour read the section.] The reference contained in the last few words is to the 41st section. The first rule of Court 1960 provides

"That it shall form a court, or branch, in conformity with, and amenable to, the general laws of the above order, as registered under the Friendly Societies Act, and have for its objects the establishment of a fund, as provided in this code of laws, for relieving its sick members, burying its dead, relieving the members of the order compelled to travel in search of employment, and assist in the management of the general body of the above-named order, as provided in and subject to the general laws registered under the Friendly Societies Act."

The rules themselves do not provide for dissolution, beyond this that the 2nd rule requires "if a dissolution of a court takes place" that notice shall be sent to the Registrar of Friendly Societies within seven days, etc. Of the general laws of the A.O.F. the only one to which my attention has been called, and the only one, I believe, which it is necessary to take into consideration, is the 49th It provides—

"That each court shall make its own rules for the government thereof, provided always such rules are in accordance with the general laws of the order, and if in district, with the rules of the district to which it belongs; but it shall be imperative upon every court to establish sick and funeral and management funds. Any court neglecting so to do shall be fined £1 1s., to be paid to the funeral fund if in district, if not in district to the high court fund, and suspended from the order until the fine be paid. Nor shall any such court be eligible to any assistance from either district or high court fund, in the event of its falling into decay. They shall fix (in their rules) the amount to be paid by members as contributions to each fund, and the amount to be allowed as benefits. The account of each fund shall be kept separate and distinct; and any court appropriating any portion of the sick and funeral fund for any other purpose than paying the sick or burying the dead, shall be expelled the order. It shall not be lawful for a court to divide its funds, or any part thereof, which shall be devoted solely to carry out the objects of the society. Any court doing so shall be expelled the order."

Such are the principal enactments and rules which affect the present question.

The facts are these:—A meeting of Court 1960, "for the purpose of special business," was convened by circular letter for the 5th July, 1869. At the time the capital of the society was about £1,300. The meeting was held. The number of members was then 152, of whom 90 were present. What took place is expressed by the following circular letter sent by the secretary, the defendant G. Cross, in pursuance of a resolution to that effect, to those members who did not live within a certain distance of the meeting-place of the court:—

"At a special meeting on Monday the 5th day of July it was decided by 83 for it, 7 against, majority 76 "to give a bonus of 10s. per year to every member of this court for every year he has been a member, and that would leave in hand £550 and upwards to carry on the society."

The plaintiff was present on this occasion and voted with the minority. According to Mr. Cross's evidence, he, as secretary, received answers from all the members to whom he wrote, and of whom (he says) only one dissented. As he received the answers he signed the "Paper for signature" for those who answered in the affirmative. He says further: "Members who lived within an easy distance came in and signed. I afterwards sent to Mr. Tidd Pratt an agreement signed by nearly nineteen-twentieths of the members in value on the whole votes of all the members." Now, as I understand the matter, the "agreement" which was sent to Mr. Tidd Pratt, is the one dated the 28th October, 1869, to which I shall presently refer, and is not the "Paper for signature" referred to by Mr. Cross. That paper is dated July 5th, 1869, and is in these words:—

"We, the undersigned members of the above society, believing there is a surplus of capital and that it would be for the good of all the members for the trustees to give a bonus of 5s. per half-year to every member for every half-year or

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part of a half-year he shall have been a member, we hereby give them full power to take what measure is necessary to carry out the same in accordance with the special meeting and the Friendly Societies Act, s. 13 of 18 & 19 Vict. c. 63."

This "paper." appears to have been written on the "other side" of the following document:—

"For the bonus or the division or appropriation of the funds the measure for the trustees and officers to pursue is to dissolve this society by giving every member according to the agreement on the other side, and to make adequate provision for every member by forming a new society with a capital of not less than £550, and each and every member shall have equal share and benefit both with regard to contributions and sick and funeral pay as if this society had not been dissolved."

Subsequently, meetings of the society took place in September and October, 1869, at which, or some of them, the framing of the rules of the new society was discussed and a resolution was passed for payment of £800 out of the savings bank, by means of a cheque, in order to the distribution of that sum. Upon the evidence before me I am of opinion the plaintiff took no such part in them as that he can be said to have acquiesced in what was done or resolved. I have no hesitation in saying that even if he had taken a very different course from that which I believe he took, and had up to the 26th, or even to the 28th October concurred in the proposed dissolution and division, it was competent to him as well on the latter, as it was on the former day, to protest against what he believed to be illegal, and to refuse accepting his allotted share of the £800, and signing the agreement. On the 26th, at all events, he had come to the conclusion that the paying away the money was illegal, and he so stated to the secretary.

I may as well here dispose at once of the whole question of that alleged "acquiescence" by the plaintiff, which it has been urged by the defendants is a bar to the relief now sought by him. He was not present at the so-called meeting of the 28th October, he has never accepted his "bonus money," or share of the distributed fund, he never signed the agreement. On the 10th November, 1869, a meeting of the trustees was held, and a resolution passed to send by post a written notice of the first meeting of the "new society" to the "dissentients," of whom the plaintiff was one, and was treated as one. He received this notice. He attended what has since been designated as "the first meeting of the new society" on the 15th of November, a regular meeting night of the "old" society, but on that very occasion the bonus money was tendered to the plaintiff and he refused to accept it. True it is the plaintiff has paid either one or two subscriptions since then, but to say he did so to the new society is begging the question. The defendants would place the plaintiff in this dilemma. If he did not pay any subscription, then it might be said he had forfeited his membership even in Court 1960, or at least all benefit accruing to him as one of its members; and if he did pay, then that he paid to the "new society." It is consistent with his case to have treated Court 1960 as subsisting, since it was never (he says) legally dissolved, and so have paid his subscriptions. Furthermore, the plaintiff has signed no list of members of the "new society," and cannot be bound by the insertion of his name on the list without his concurrence; and the receipts from him for his payments since October, 1869, are signed by the defendant, G. Cross, the secretary of the "new society," on the same "member's contribution card," and precisely in the same manner as the receipts given by him to the plaintiff for payment before that time. On the whole, I am of opinion that the defendants have failed to make out against the plaintiff a case of acquiescence by him. The 28th October was the day for the annual dinner of Court 1960, and the "special meeting" on that day was convened by an endorsement on the dinner ticket. The endorsement is this:—

"The bonus or the division or appropriation of the funds will be given the same day between 10 and 2 o'clock."

"Dissolution" is not mentioned, nor "surplus."

The dinner took place. The trustees divided the money, reserving the shares of the three dissentients. The resolution for dissolution was passed at ten in the morning, and the paper (the one sent to Mr. Tidd Pratt as an agreement) was signed afterwards.

This is the agreement in question:—

"Ancient Order of Foresters. Court Selwood Forest, No. 1960.

"We, the undersigned members of the above society, believing that it would be for the benefit of all members for the the court to be dissolved, and a division of the funds made, by giving to every member at the rate of 5s. for every half-year, or part of a half-year, he shall have been a member, and the same having been carried at a special meeting, hereby agree to and vote for the dissolution of the said court and the appropriation of the funds thereof, at the above rate, and empower and request the trustees and other officers to take the necessary steps for carrying out the same in accordance with the Friendly Societies Act.—October 28th, 1869."

On the 15th November, as already mentioned, the so-called first meeting of the "new society" took place,—the new rules were passed, a resolution for handing over the documents, etc., was put and carried, a new account was opened, but, says Mr. Cross, "the new accounts were written on the old books for economy's sake." The dissentients having been tendered and having refused the amount of their shares under the distribution, this amount was put into bags and sealed up, and handed over to the secretary. The surplus of about £550 has, I understand, been transferred to the trustees of the "new society." Then, according to the evidence of the defendant Charles Payne:—

"We provided for the sick from the funds of the new society. He is entitled under the new rules to the same benefits as he would under the old. There is a sick and management fund. I cannot say the amount. This applies only to those members of the old society who pay their contributions to the new. All the sick members have come into the new society."

The rules of the "new society" were certified by the Registrar on the 20th November, 1869. No certificate of membership in the new has been issued to those of its members who were such in the old society. Court 1960 has been expelled from the Ancient Order of Foresters.

Upon a careful review and consideration of the facts and of the enactments, laws, and rules bearing upon them. I come to the following conclusions:—The plaintiff is entitled to apply to the judge of this court for relief under the Act of 1855, and would have been entitled, but of course with a modification of the relief to be obtained, even assuming "Court Selwood Forest 1960" to have been legally dissolved. It cannot be imposed upon any member of a society that in order to become entitled to an adequate provision out of its funds he shall enter into a new or other society. The plaintiff's claim, then, has not been satisfied, nor has adequate provision been made for satisfying it. I hold, moreover, that the omission to provide for the claims of dissentients otherwise than by means of the new society is fatal to the whole of the proceedings for the division of the funds of Court 1960. The words and meaning of the 13th section in this respect are clear:—

"It shall not be lawful in any society to direct a division or appropriation of any part of the stock thereof, except for the purpose of carrying into effect the general interests and objects declared in the rules as originally certified, unless the claim of every member is first duly satisfied, or adequate provision be made for satisfying such claims."

The distribution of the bonus of 10s. amongst the members is assuredly not, nor is the appropriation of the £550 surplus to the new Society, a carrying into effect of the general objects of the rules as originally certified. The effect of the first rule of Court 1960 was to incorporate with its own rules the general laws of the Ancient Order. The distribution of a large or any part of the funds amongst the members was a direct violation of the 49th general law, such as would expel the subordinate court committing it from the order, and would deprive the former of the benefit of its association with the latter, and thus also lead to the breach in the letter and in the spirit of the first constituting rule of the subordinate court itself. Of such results any member of Court 1960 might well complain, and he might well think that his claims were not duly satisfied, and that no adequate provision was made for them, if all this was to be effected by his having to enter against his will into a society formed from the *débris* of the original society, and *ipso facto* debarred from association with the Ancient Order of Foresters. It is unnecessary in the present case to say whether a society may by its rules restrict the enabling effect of the 13th section of the

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Act of 1855 as to dissolution and division of funds. It may be, and I incline to think that additional restrictions not clashing with the intent and drift of that section, might be imposed. I think, however, that in the face of that section, no society could by its rules make itself indissoluble, or consequently prescribe that there should be no division of its funds even if the special provisions of the 13th section on this subject were complied with. To my apprehension, these provisions are for all beneficial purposes very similar to those of the 49th rule of the Ancient Order. It follows, then, that (so to put it) the conditions necessary for rendering illegal the division exist—First, it has been directed and made *not* "for the purpose of carrying into effect the general interests and objects declared in the rules as originally certified;" secondly, neither has the claim of every member been first duly satisfied, nor has adequate provision been made for satisfying such claims. I am further of opinion that Court 1960 has not been disolved under section 13 of the Act of 1855, for these reasons—1st, The power to be dissolved is to be exercised at some meeting thereof to be specially called in that behalf. The endorsement on the dinner ticket intimating that the bonus would be distributed can scarcely be called a proper notice of such a meeting, but points to a foregone conclusion. I am inclined also to think (but I think it unnecessary expressly to determine) that the Act might reasonably be taken to mean the special meeting should be announced in accordance with such provisions as those might be in that behalf in the rules of the society. It does not appear that any one of the meetings touching the dissolution was convened in compliance with the 9th rule of Court 1960. Not only are the votes of consent of five-sixths in value of the members to be obtained for a dissolution but also the consent of all persons then receiving or entitled to receive any benefit from the funds of the society, unless the claim of every such person be first duly satisfied, or adequate provision made for satisfying such claim. The observations which I have made in this respect as to the division of the stock apply to the dissolution. No person entitled to be so satisfied, or provided for, is to be compelled for that purpose to enter into a new society. The intended appropriation or division of the funds is not fairly and distinctly stated in the agreement of the 28th October, 1869. That is the agreement to which the votes of consent were given, and which was transmitted to the Registrar of Friendly Societies; it is the agreement upon which the defendants rely. It mentions only that a division of the funds is to be made by giving to every member at the rate of five shillings for every half or part of a half-year he shall have been a member, and is wholly silent as to any surplus and its appropriation, thus suppressing the fact that the surplus of £550 was to be carried to the credit of the new society, and leaving that sum, so far as the agreement is concerned, wholly unappropriated. I must here observe that the plan adopted for obtaining the votes of consent is not to be approved of. On giving his vote and a receipt, every member consenting had the bonus placed in his hand, well knowing that thus it would be if he consented. The only wonder is that any one member was found who resisted the temptation of so immediate a benefit. The obtaining votes in this way (even taking into account for what they are worth the antecedent meetings and proceedings) is contrary to the true spirit of the 13th section. I am clearly of opinion that the agreement in question is no agreement for dissolution within the section, from the omission to state upon the face of it the intended appropriation of the surplus of £550, and therefore did not operate as a statutory discharge or release to the defendants. This omission is not "a slight informality;" and I am of opinion that unless an agreement transmitted to the Registrar, and deposited by him with the rules of the society be such an agreement as is otherwise directed by the 13th section, neither the production of the agreement, nor the statutory declaration prescribed by the Act, nor the deposit with the Registrar, nor the insertion and production of the advertisement in the *Gazette*, can render that valid which is otherwise invalid both in form and in substance, or be (as was contended by the learned counsel for the defendants) "indisputable proof that the society has been dissolved." To borrow the words of the clerk from the Registry Office who produced the *Gazette* and other documents, "there is no means for the Registrar to ascertain whether the requisitions of the Act have been complied with. If there is anything wrong on the face of them, the papers are refused." In this particular instance the intended appropriation of the £550 does not appear upon the agreement. Whilst to my mind the reasons already stated against the validity of the dissolution and distribution are neither technical nor narrow, there is one, I think, which is wider, and to which I attach most weight. It is this—the whole scheme in furtherance of which the alleged dissolution was brought about was a mere contrivance to keep the society practically still together, but to elude and break the 49th of the General Laws, and in spite of it to obtain a partial distribution of the funds, under cover of the 13th section; and in equity this is a "fraud" upon that enactment of the statute. Under that statute the judge has the most ample powers for dealing with a case of this kind. There has been no valid dissolution of Court 1960, and no valid division or appropriation of its funds. The Court, then, is still subsisting, and the whole of the funds improperly distributed and appropriated belong to it. These funds must be restored. The defendants must be restrained from dealing with any part of the funds, and be removed from their post in Court 1960. New trustees of that society must be appointed, in whom its funds must be duly vested, and all necessary and proper accounts must be taken. The plaintiff must have his costs on the equity scale, all other directions as to costs must be reserved. The best plan will be for the registrar to draw up the minutes of an order in accordance with my judgment, and that the parties should have an opportunity of speaking to me upon the minutes.

APPOINTMENTS.

Mr. EDGAR J. MEYNELL, barrister-at-law, of the Northern Circuit, has been appointed, by the Home Secretary, recorder of Doncaster, in the room of Mr. W. Blanshard, judge of the Newcastle County Court, who has resigned the recordership. Mr. Meynell was called to the bar at the Middle-Temple in May, 1852.

Mr. FRANCIS WILLOWES TOPHAM, solicitor, of West Bromwich, Staffordshire, has been appointed deputy coroner by Mr. Edwin Hooper, solicitor, of Tamworth, one of the coroners for Staffordshire, in the place of Mr. Charles Bayley, resigned, and the appointment has been confirmed by the Lord Chancellor. Mr. Topham was admitted in 1865, and is a member of the Solicitors' Benevolent Association.

Mr. THOMAS BENYON FERGUSON, barrister-at-law, of the Bombay bar, has been appointed clerk and sealer of the Court for the Relief of Insolvent Debtors at Bombay, in the room of Dr. R. B. Barton, barrister-at-law, who has resigned the office. Mr. Ferguson was called to the bar at the Inner Temple in April, 1863, and formerly practised on the Midland Circuit.

Mr. CHARLES PEILE, solicitor, of Bombay, (firm, Hearn, Cleveland, & Peile), has been appointed to act as Government solicitor and Public Prosecutor at that presidency during the absence of Mr. R. V. Hearn, who has obtained leave of absence to Europe for six months. Mr. Peile was admitted an attorney in 1858, and holds the office of assistant-registrar of the diocese of Bombay.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 1.—*The Judicial Committee of the Privy Council and its Arrears of Business.*—Lord Westbury moved an address praying her Majesty to make immediate provision for the more rapid despatch of business by the Judicial Committee. The ordinary courts of justice in the kingdom, though some of them had power under Acts of Parliament of serving process abroad, had no jurisdiction beyond the limits of the United Kingdom, not even over the Channel Islands, all our possessions abroad falling for the administration of justice under the prerogative of the Crown. Thus for India, Canada, Australia, New Zealand, our South American settlements, and every foreign possession, even down to our consular ports, the final determination of causes rested with the Queen in Council. The importance of the constitution of a tribunal exercising jurisdiction over such immense territories and so many millions of people could not be over-estimated. Within the last twenty years the amount of business coming before the Judicial Committee

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of the Privy Council had been augmented tenfold, and the appeals were likely to increase with the increase of wealth and commercial relations. Through the whole of our colonial empire the inhabitants felt great confidence in this final tribunal, and the necessity of resorting to it formed a bond of union with the mother country. The appeals now waiting to be heard before the Judicial Committee numbered 350, and in Bengal alone 150 additional appeals were in preparation. These Indian appeals raised questions of the most intricate character, the law itself being very difficult to understand. There were two great codes or divisions of the law, the Hindoo and the Mussulman, the former having at least five different schools, and the mastery and certain administration of the latter being likewise extremely difficult. Both, moreover, were in a great measure founded on religion and religious usages, which the people adhered to with much pertinacity. Hence, the administration of a law founded upon these religious institutions and observances was a most difficult duty, the neglect of which, or the entrusting it to incompetent or inexperienced hands, might influence the people in a manner the consequences of which would be most momentous, and the people would have no confidence in our tribunal if it consisted solely of judges taken from our own courts. They desired to have judges who had been among them, controlled and guided by the most eminent judicial authorities at home. Of these 350 appeals, 267 were from India. Deducting one-fourth, both of the 267 and of the 150 others in preparation, as the proportion likely to be dropped or abandoned, 300 appeals were waiting to be heard from India alone. One appeal seldom lasted less than an entire day, many occupying longer; so that India alone would find occupation for a court sitting throughout the judicial year of 140 days for more than two years to come. The appeals from our other possessions up to the same date were 90, including those from the Admiralty and Ecclesiastical Courts, and, though some would require no great time, their shortness would be abundantly counterbalanced by the time required for the ecclesiastical appeals, which had greatly increased in number. To this business, therefore, less than another year could not be assigned. Thus there were materials for the occupation of the Court for more than three years. The consequence of this block, and of the inability of the Court to deal with new appeals as promptly as the proper administration of justice would require was that a premium was given to every litigant who could afford to give security for £400 to enter an appeal in any case in which he might have been defeated, for the purpose of delaying or wearing-out his adversary through the time and expense consumed in the litigation. This state of things, which was surely a national disgrace, had partly arisen from circumstances beyond control. Illness had deprived the Judicial Committee of many efficient members, and death had lately deprived it of probably its most efficient member—Lord Kingsdown. It was necessary to supply these losses by the appointment of judges who would command the respect and willing submission of the various communities who looked up to them for final decisions. It would be impossible to invoke the aid of this House in disposing of any of these arrears, for the colonies would regard it as unconstitutional to have their cases heard before this House, desiring to adhere to the prerogative of the Crown, to which they had been in the habit of looking. The Lord Chancellor had proposed the creation of a new appellate jurisdiction in connection with the High Court of Justice, but he feared the bill might not be successful in another place. It proposed a new court, consisting of the Lord Chancellor, the Lord Chief Justice, four Justices of Appeals, four Lords Justices, and an addition from time to time of three puisne judges from the other courts. He would press the Government to create at once those additional Judges of Appeals and add them to the Judicial Committee, which could then be divided into two sections, one sitting every day throughout the legal year and attending exclusively to Indian business, the other devoting itself to the remaining business. This was the only way he saw of clearing off the arrears—he hoped, in two years. But he warned the Lord Chancellor that to find efficient men he must offer much larger salaries than he proposed in the bill. It would not do to have a "cheap and nasty" article for this purpose. The Court must consist of men commanding general respect and submission. He found by a former return that the Judicial Committee had now before it an untouched arrear of cases for at least four years, one appeal only having been heard from a decree delivered in 1866, and none from decrees delivered in 1867, 1868, or 1869. On a question so closely affecting the national honour and the welfare of our colonial empire, he hoped the Government would take prompt measures to meet an evil which was universally admitted. He had endeavoured to ascertain whether it was possible to meet it by redressing any mismanagement or maladministration in the local courts, especially in India, but he saw no possibility of making any change there which would diminish the amount of appellate business. The courts in India underwent a great change in 1862; but at Calcutta alone there were at least sixteen courts in the full discharge of their duty, from whose decrees appeals might be brought. Of late years, undoubtedly, care had been taken to improve the position of the judges in India, and we might hope that hereafter there would be a greater disposition to be satisfied with their decisions; but this would be more than counterbalanced by the progress of commercial activity and wealth, especially in the central provinces, Oude and the Punjab, and the north-western provinces, which would entail a corresponding amount of litigation. He saw no means of fulfilling our obligations in this matter, except by constituting two divisions, and enabling them to sit throughout the legal year. At present the Judicial Committee sat only a portion of the legal year, through its not being provided with a regular staff of judges, and these arrears had consequently arisen.—The Lord Chancellor said he had already given instructions for the preparation of a bill which he proposed shortly to introduce. The same idea occurred to him of strengthening the existing Judicial Committee, and dividing it into two sections. The constitution of the Judicial Committee was not altogether that which practice had shown to be most desirable. It consisted of the Lord Chancellor and all the judges of our higher Courts who were Privy Councillors, these being usually the chiefs of the three common law courts, the Lords Justices of Appeal, the Master of the Rolls, and the judges of the Divorce and Admiralty Courts if, as was usual, they were Privy Councillors. Most of these persons being engaged in other judicial duties requiring all but their constant attendance, they had little leisure for attendance on the Judicial Committee, and it was therefore by no means easy to secure a quorum. To that section of Lord Brougham's Act which provided that retired English judges, being Privy Councillors, should be members of the Committe we had been indebted for some of its regular and able attendants. Of late years, however, more than one had retired from age or infirmity. The only means provided by the Act of reinforcing the Committee was the power given to the Crown by sign-manual to appoint two members, and the two thus appointed had been very assiduous members. Sir James Colvile, formerly Chief Justice of Calcutta, last year sat seventy-four days—Sir Joseph Napier attended fifty-five times. The limitation in the number of members to be appointed by the Crown was most uncalled for, and he proposed to make this power unlimited with regard to any persons who had held judicial positions in the colonies or this country, or to any barrister of a certain number of years' standing who might be a Privy Councillor. To this he looked forward as likely to furnish several eminent members. Perhaps the most eminent man who had sat on the Committee since its formation was Lord Kingsdown, who had never theretofore held any judicial position, and by abolishing the restriction both as to number and as to the having previously filled a judicial position, he saw no difficulty in constituting a Committee which could divide itself into two sections. Without desiring to deny or palliate the arrears in Indian cases, they were largely attributable to the necessity of translations of all the evidence and documents used in the case being sent over from India prior to the hearing of an appeal. He was informed that the non-arrival of the transcripts was one great cause of no appeal later than 1866 having been heard. The transcripts for the last two years had not yet arrived, and even when they did arrive there was considerable difficulty in forcing the cases on for hearing, for out of the 250 provided with transcripts only thirty-seven were set down to be heard, eleven of these being set down *ex parte*. He was bound, however, to add that a larger number would have been set down had not these thirty-seven been already down, which seemed as many as were likely to be got through in the current year. Still, there was wonderful dilatoriness in bringing these matters to a hearing, and still greater delay

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occurred in India with regard to the transcripts. Considering that only thirty-seven Indian and twenty other cases were down for hearing, the arrears, though considerable, were not alarming. He hoped steps would be taken in India which would diminish the appeals. He had learnt from Sir Barnes Peacock, an eminent judge just returned from India, that at Calcutta only such passages of the evidence given and documents used in the lower courts as the parties might desire to interpret came before the Supreme Court, so that with such partial information one could not wonder at appeals being numerous, and at the decisions of the court being sometimes reversed. (*The Vacant Lord Justiceship.*) His Lordship proceeded to explain that in November last he did not recommend the Government to fill up the vacant Lord Justiceship, on account of the contemplated changes in the constitution of the courts, there being, moreover, thirty-three appeals waiting to be heard, all of very recent date. Lord Cairns, when appointed Lord Justice in 1868, found ninety appeals awaiting hearing, the oldest being eighteen months; but before the Long Vacation he disposed of 133 appeals, including all the new ones which had arisen, leaving only thirty-three at the following Michaelmas Term. Considering how eighteen months' arrears had been thus disposed of, it appeared to him that with the assistance of Lord Justice Giffard he should be able to keep the appeals down to the present time, in which expectation he had not been deceived; for, notwithstanding the recent illness of Lord Justice Giffard, and notwithstanding that one case had lasted eleven days, there were now only forty-six cases, the oldest being not quite four months old. Of course, now that Lord Justice Giffard was unable to attend it was necessary to fill up the vacancy, which would result in an accession to the Judicial Committee likewise, and he trusted that the bill about to be introduced would enable that body to keep down arrears which, though discreditable, were not quite so discreditable as Lord Westbury supposed. Under these circumstances, he hoped the House would not think it necessary to agree to the address.—Lord Romilly regretted that the Lord Chancellor proposed merely to patch up the present system. The Judicial Committee discharged most important functions, affecting the interests of communities in all parts of the world, yet not a single penny had ever been paid to one of those judges. There could not be an efficient tribunal without fixed judges, fixed duties, and liberal salaries. It was not desirable to appoint judges who had retired from their own courts through infirmity, but to secure new and young men, and to pay them accordingly. The Supreme Court at Calcutta, moreover, not having the entire evidence before it, had no fair opportunity of reviewing the original decision. That it had not the confidence of the public there was shown by the fact that since 1862 the appeals from it had increased enormously, upwards of 600 having come from that Court alone in seven and a-half years, while in the rest of India and in our other dependencies there had been no material increase. This was not the fault of the Court or of the judges, but because it had no opportunity of discharging its functions properly. Additional judges were wanted there, and a greater power of obtaining documents. He concurred in the recommendations of Lord Westbury that a court should be constituted specially for these appeals, with proper salaries, with the addition of as many retired judges as might be thought fit. Appeals were at present limited, on account of the delay and expense involved, to cases where the property in dispute exceeded £1,000 in value, so that whatever injustice might be done in minor cases there was no appeal. Security for costs to the extent of £400 had also to be given. With regard to thirty-seven having been set down for hearing, if these were disposed of to-morrow, the remaining 195 in which the transcripts had been sent over would rapidly be brought on; but it was not thought necessary to employ counsel and deliver the brief until there was a prospect of an early hearing. He trusted that the Government would grapple with the evil in an energetic manner. —Lord Halifax had been Secretary of State for India at the time the Act constituting that court was passed, and all he could say was that the judges of the High Court ought to have the power of sending for any documents which he might require.—Lord Cairns said were our own courts in the same state as those in which Indian cases were determined the force of public opinion would be so great as to compel the Government to take steps within twenty-four hours to remedy the evils that existed. One of the most real and tangible points of connection between the mother country and the colonies remaining unsevered was the right of the colonies to bring their judicial proceedings by way of review before her Majesty in Council, and that was a right which was deeply appreciated by the colonies at present, and which they would be sorry to surrender, but which they would be bound to surrender if they believed that it had become a mockery and a delusion. He had not the least doubt that the bare statistical fact as to the number of appeals in arrear, as stated, was strictly accurate, but the House must not be deceived about the matter. The mischief was that when the number of appeals in the Judicial Committee amounted to 100 or 150, the arrears could not be wiped out in less than a year or two, no matter by whose fault those arrears had accumulated, and therefore there was a solid barrier interposed to the progress of further cases which might be coming forward. When once a certainty existed that no fresh appeal could be heard for some years a premium was offered to unsuccessful suitors in the Indian courts to appeal, because, taking into consideration the high rate of interest in India, it became worth while, as a mere commercial speculation, to delay the payment of the money for two or three years by appealing to the Privy Council, even if it had to be paid eventually. With the amount of arrears that at present existed there was practically no appeal whatever from the Indian courts to the Privy Council, and therefore some of those who might think that they had good grounds for appealing chose to suffer wrong rather than subject themselves for so long to uncertainty. He hoped the Lord Chancellor would consider well, before he attempted to carry his suggestion into effect, whether the division into two courts was the best that could be proposed. There was great danger of creating by that means two weak courts in the place of one strong tribunal. Moreover, the number of counsel who had devoted themselves to the study of Indian law before the Privy Council was extremely limited, and therefore great mischief would result from the division of the business, because counsel could not be in two places at once. Would it not be a more desirable course to strengthen the existing tribunal as much as they could by making it worth the while of those who now formed it to sit constantly like any other Court, instead of merely sitting as they now did for a few weeks in each year.—Lord Westbury wished for a distinct promise that immediate action would be taken in this matter. It had been said there were only thirty-seven appeals waiting for hearing; but there were 260 appeals from India alone, the transcripts of the records of which had been already transmitted. The number on the paper was thirty-seven; but solicitors would not enter for hearing appeals which there was no probability of getting heard, because when they did so large sums of money had to be paid with briefs, and so forth. The parties to no fewer than 260 appeals were at present debarred from obtaining justice. The evil was a crying one, and it ought not to be trifled with or delayed. His own suggestion for a division of the court was only a temporary expedient, intended to last until the arrears were cleared off. He proposed that there should be a sub-division, and that the Indian appeals should be taken by one sub-division. For that there was at present sufficient judicial power, and there was also a sufficient number of barristers ready and willing to attend the court.—The Lord Chancellor said his bill was in course of preparation, and it would hardly be necessary for him to enter into the details of the measure at present. In the division of business, his idea was to have one division hearing appeals from India, the other appeals from the Admiralty and Ecclesiastical Courts. The same set of counsel did not usually attend to those two classes of cases.—The Duke of Argyll believed that steps might be taken which would have the effect of limiting the number of appeals from India. He believed the only difficulty in the way of supplying the supreme court with all the documents arose from the expense of translating documents used before the district courts.—Lord Westbury said that after the statement of the Lord Chancellor he would not press his motion.

The *Ecclesiastical Titles Act Repeal Bill.*—Committee.—Lord Cairns said that if they were to repeal the whole of the Ecclesiastical Titles Act, without carefully explaining that the declaration as to the state of the common and general law of England, was not meant to be departed from, they might give rise to serious misapprehension out of doors, where it might be thought that Parliament had changed its mind with regard to the truth and propriety of

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those declarations. In repealing the penalty clauses of the Ecclesiastical Titles Act, therefore, they ought to be very cautious not to fall into that danger, and to show on the face of their legislation that the declaration which accompanied those penalties in that Act were well founded and still continued in full force. He wished to preserve all that was valuable in the substance of the declaration embodied in that Act, and while removing penalties imposed on the use of ecclesiastical titles, which were intended merely as titles of office, and not as titles of authority, honour, or dignity, still to maintain that established law of this country, which was to the effect that all titles of dignity, honour, and authority flowed from the Sovereign alone, and that it was not in the power of any person other than the Sovereign of these realms to confer such titles. He moved an amendment to the preamble and to clause 1, which was accepted by the Earl of Kimberley and agreed to.

The *Benefices Bill.*—The Duke of Marlborough proposed the second reading. He did not deny that the bill would interfere with what was called a right of property. Lay patronage was desirable, but it was not possible that a clergyman who bought his benefice should stand in the same relation to his parishioners, as one presented from no pecuniary consideration.—Lord Cairns said his doubts were not removed. If ever the time arrived when, by proper means, and without violating any rights, the whole system as to the sale of advowsons and next presentations could be done away with, nobody would rejoice more than himself; but before the House assented to the second reading they ought to be clear as to the difference between advowsons and next presentations. The latter seemed to him the most valuable part of the former, and to take away from the owner that which, if he wished to realise his property, would be one of its most valuable portions, was like cutting off three-fourths of a loaf of bread and insisting that it was no interference with the ownership of the loaf. The House should give a little more consideration to the matter before it agreed to the principle of the measure. —The Archbishop of York approved lay patronage. He looked, however, on the possession of an advowson as rather an ornament to property than property itself, and though an advowson was necessarily liable to be sold, it did not follow that the sale of next presentations should be permitted. He strongly approved the principle of the bill, as it left intact the right of the laity to present, and prevented presentations from being bought and sold.—The Marquis of Salisbury did not approve of speculation in livings, but queried the justice of their interference with property.—The Bishop of Gloucester and Bristol approved the bill.—Lord Romilly said if under the bill the sale of an advowson would carry with it the next presentation, the only effect would be that advowsons would be sold instead of next presentations, if otherwise the bill was simply taking away property.—The Bishop of Winchester supported the bill.—The bill was read a second time.

The *Sequestration Bill.*—The Bishop of Winchester said that rather than that the bill should not pass he would, though reluctantly, accept Lord Cairns' amendments under which an appeal was given from the Archbishop to the Judicial Committee of the Privy Council. He accordingly introduced amendments, which having been assented to, the bill was read a third time and passed.

The *Resignations of Benefices Bill.*—Report of amendments. —The Bishop of Winchester added a clause providing for cases of lunacy.

The *Married Women's Property Bill* was, on the motion of Lord Cairns, referred to a select committee.

July 6.—Earl Shaftesbury withdrew the *Ecclesiastical Courts Bill.*

The *Irish Land Bill.*—Report of amendments.—The Duke of Richmond added an amendment rendering it illegal for the tenant to let in conacre after prohibition.—Earl Granville moved to annul a previous amendment preventing the tenant's assignee from claiming improvement compensation unless he had been accepted by the landlord, and proposing to insert a clause subsequently defining the tenant's rights in case of assignment. Agreed to.—Lord Bessborough carried, by a majority of 130 to 48, an amendment restoring the £100 limit (instead of £50) as the limit above which disturbance compensation is not to be claimed. In the clause which originally provided that all improvements should be deemed to have been made by the tenant, and which Lord Clanricarde subsequently amended so that claims, whether made by landlord or tenant, must be proved in evidence, Earl Granville added an amendment, declaring that improvements should be deemed to have been made by the tenant except in certain cases defined by the Government in six new sub-sections. The report of amendments was received.

The *Medical Act* (1858) *Amendment Bill* was read a third time and passed.

July 7.—The *Ecclesiastical Dilapidations Bill* was read a third time and passed.

HOUSE OF COMMONS.

July 4.—The *Extradition Bill* passed through committee, the Attorney-General having added a clause to meet the view of Mr. McC. Torrens, providing against the delivery up of political offenders.

The *Charitable Funds Investment Bill* and the *Rents and Periodical Payments Bill* were read a third time and passed.

The *Benefit Building Societies Bill* was read a second time.

July 5.—The *Attorneys and Solicitors Remuneration Bill* —The Lords' amendments were agreed to.

July 6.—The *Poaching Prevention Act Repeal Bill* was thrown out on the second reading, by a majority of 140 to 62.

The *Sunday Trading Bill.*—The second reading was proposed by Mr. T. Hughes and opposed by Mr. P. A. Taylor. —Carried by a majority of 109 to 64.

July 7.—The *Real Estate Succession Bill*, the *Married Women's Acknowledgment of Deeds Bill*, and the *Mortgage* (No. 2) *Stamp Duty Bill*, were withdrawn.

The *Clerical Disabilities Bill* passed through committee.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Liability of Telegraph Companies for Errors in Transmission of Messages.

The *New York Daily Transcript*, of 18th June, prints a lengthy report of an appeal case of *Leonard and Burton* v. *The New York, Albany, and Buffalo Electro-Magnetic Telegraph Company*, in which the plaintiffs, manufacturers of salt at Salina, had an agent at Chicago and another at Oswego, the shipping port for their salt. Their agent at Chicago telegraphed their agent at Oswego, to send 5,000 sacks of salt to Chicago immediately. The defendants, a telegraph company, over whose line the telegram came, and who delivered it to the plaintiffs' agent at Oswego, by the carelessness of their servant, wrote *casks* for "*sacks*," the cask containing more than 20 times as much as the sack. On the arrival of the salt at Chicago, there was no market for it, and it was stored by the plaintiffs' agents at their expense, and was finally sold at less than the market price at Oswego. In an action by the plaintiffs, to recover damages of the defendants, arising from their mistake in delivering the telegram, it was held, that the difference between the market-value of the salt at Oswego, and what it sold for at Chicago, together with the expense of transportation from Oswego to Chicago, was not an improper measure of damages; and further, that the omission of the plaintiffs' agent at Oswego when he learned the mistake, to attempt a stoppage of the vessel, then in port, and thus to prevent a great part of the loss, was not legal negligence and did not impair the plaintiffs' right of recovery.

In the course of his judgment, Earl C.J., said— "I can find no authority, and can discover no principle upon which to charge such a company with the absolute liability of a common carrier. That liability was founded upon the necessities of the case, real or fancied, and has never been applied to any person or to any occupation, except those of carriers of goods and inn-keepers. The carrier had the exclusive possession and control of the goods, often in secret, away from the supervision of any other person, with opportunity for embezzlement and collusion with evil-minded persons, and without means of discovery by the owner. Especially was this so in the ruder stages of civilisation, and before the present modes of communication, rapid and easy, were in existence. It was upon this view, early adopted as a rule of safety to the community, that the carrier should always be *primâ facie* liable, in case of non-delivery of the goods, and

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that he should not be excused for any causes, except those occurring by the act of God or of the public enemies, and these were to be shown by himself.

Whether his liability is based upon the contract he makes, or upon his public duty, the telegrapher does not come within any of these principles. He has no property entrusted to his care. He has nothing which he can steal, or which can be taken from him. There is no subject of concealment or conspiracy. He has in his possession nothing which in its nature and of itself, is valuable. It is an idea, a thought, a sentiment, impalpable, invisible, not the subject of theft or sale, and as property, quite destitute of value. He cannot, himself, see, or hear, or feel the subject of his charge. He submits an idea to a mysterious agency, which carries it to its destination, and delivers it to one there at hand to receive it. He is bound to conduct the business appertaining to this pursuit, with skill, with care, and with attention. He holds himself out as possessing the ability to transmit these communications, and he undertakes that he can and will transmit and deliver them with the expected despatch. There may be circumstances in the nature of the instrumentality employed, and the effects to be produced, which, in a particular case, will prevent the proper accomplishment of the undertaking. A thunder-storm, which prevents or renders dangerous the operation of electrical currents or machines; a tempest, which prostrates poles and breaks the wires; or unusual pressure of prior business; the sudden sickness of an operator, or many other causes, might prove a sufficient excuse for the want of a prompt delivery of a message. A message is taken to an office in Buffalo to be sent to the city of New York, a distance of about 500 miles, and is accepted. This acceptance implies that the message is to be sent immediately, or certainly within a few hours. The sender can communicate by letter or go in person, within the space of twelve or fourteen hours, and the object of a telegraphic message is to gain the advantage over the time that would thus elapse. This is understood by all parties, and the sender has the right to rely upon it.

In the present case the message, as received, contained an order for 5,000 sacks of salt, a sack containing about fourteen pounds of fine salt. As sent by the defendants' agent, it contained an order for the same number of casks of salt—a cask containing 320 pounds of coarse salt. No excuse is given for this error, and no explanation, unless it be only that the characters by which these words are designated, nearly resemble each other. No doubt this would furnish a reason why a person ignorant of telegraphic characters, or unskilled in their reading, should misunderstand them. Such are not the persons that the defendants are permitted to employ in this business. Those engaged in it profess to understand the hieroglyphics. They have, themselves, invented or adapted them. They are bound, also, to use the machinery which will in the best and safest manner deliver to them the expected messages. Careless reading or ignorant management of the machinery is no excuse; it is simply an aggravation of the offence. The negligence was quite enough to justify the action.

Where plaintiff's attorney, by agreement with his client, is to be paid out of the proceeds of the judgment, a settlement by stipulation between the parties to the suit will not be set aside as fraudulent without proof of a fraudulent intent in the defendant, although such intent on plaintiff's part is shown, and he is insolvent. The attorney in such case should notify defendant of the agreement between himself and his client, after which such a settlement would be held fraudulent. Where the action is for unliquidated damages, the attorney has no lien for his services before judgment nor (it seems) any lien on the judgment when rendered, without due notice to the defendant. Otherwise, where the action is on a written instrument in the attorney's possession.—*Courtney* v. *McGavock* (23 & 24 Wisconsin Rep.)—*New York Daily Transcript.*

THE RECORDER OF PRESTON.—On the 1st of July, at the Preston sessions, Mr. Knowles, barrister, congratulated the Recorder (T. B. Addison, Esq.), on the sixty-second anniversary of his call to the bar. In reply to an interrogatory from Mr. Knowles, the learned gentleman stated that he was appointed recorder of Preston and Chairman of the Preston Quarter Sessions at the midsummer sessions in the year 1821, having thus occupied those offices for the space of forty-nine years.

OBITUARY.

MR. E. L. HESP.

This gentleman, a member of the firm of Hesp, Fenton, & Owen, solicitors, of Huddersfield, died suddenly at Spring Grove, Huddersfield, on June 18 last. We extract the following from the *Huddersfield Examiner*:—"Mr. Hesp was admitted into the profession in Easter Term, 1824, and came to Huddersfield in the spring of 1825. When Dobson's bank suspended payment he was introduced to the business, and by unremitting labour he contrived, though it was a work of considerable magnitude and difficulty, to make it afterwards an unmistakeable success. Afterwards he entered into partnership with Mr. John Battye, which was continued until that gentleman's death in 1837, when Mr. T. H. Battye went into the firm, and the two gentlemen worked together until the summer of 1842 or 1843. From that time to January 1859 he carried on business alone, when Mr. Owen went into partnership with him, and on the 1st July, 1866, the businesses of Messrs. Hesp and Owen and that of Mr. Edgar Fenton were amalgamated. Mr. Hesp was hon. sec. of the Chamber of Commerce when it was first established, and he always took an active interest in all that affected the character and well-being of that institution. We believe that Mr. Hesp was president for two or three years of the Huddersfield Mechanics' Institution; and in many other ways he unostentatiously, but most effectively, promoted the well-being of his fellow-townsmen. As a lawyer, Mr. Hesp was remarkable for the readiness with which he saw the principles involved in the cases submitted to him, and the firmness with which he grasped difficult details. We have reason for stating that his knowledge of commercial law was most extensive and accurate, and was frequently most valuable to the Chamber of Commerce. The cases which he took up professionally were conducted by him with firmness and tenacity, but, it gives us pleasure to be able to state, with due regard to the regulations of society in matters of courtesy, never sinking the gentleman in the solicitor. Deceased was seventy-two years old, and was the oldest lawyer in the town with the exception of Mr. R. T. Robinson and Mr. J. C. Laycock. Mr. Hesp was a Whig and a Churchman, and although not taking a conspicuous part in political movements, his convictions were decided, and his support of what he believed right was unwavering. He was a man to be relied upon. A man of sterling integrity in his public relations and his private life, he has passed away, leaving that most precious of all legacies, a good name." Mr. Hesp spent some time as a young man with with his brother, Mr. John Hesp, who practised at Scarborough and was three times mayor of that town.

MR. T. MANN.

Mr. Thomas Mann, solicitor, of Burford, Oxfordshire, died at that place on the 22nd June. Mr. Mann, who was admitted in 1830, was for upwards of forty-five years managing clerk to Mr. J. S. Price, clerk to the magistrates of Burford.

MR. R. C. BETTS.

Mr. Richard Christian Betts, barrister-at-law, died at South-square, Gray's-inn, on the 2nd July. The late Mr. Betts, who was in his fortieth year, was educated at Wesley College, Sheffield, and matriculated at the University of London in 1847. He was called to the bar at the Inner Temple in June, 1864.

MR. J. PHILLIPS.

Mr. John Phillips, formerly town clerk of Faversham, in Kent, and clerk of the peace for that borough, died at Grove-terrace, Highgate, on the 26th of June.

Sir William Milbourne James, the newly-appointed Lord Justice of Appeal, was sworn in a member of Her Majesty's Privy Council, on the 6th July, at Windsor.

The University of Dublin has conferred the degree of LL.D. on the Lord Chief Baron Pigot; Baron Fitzgerald, of the Court of Exchequer; and the Right Hon. J. D. Fitzgerald, Judge of the Court of Queen's Bench.

The Lord Chancellor of Ireland has appointed Mr. Robert H. Milward (Alcock & Milward), a special commissioner for administering oaths in Chancery for Ireland, for the district of Birmingham.

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SOCIETIES AND INSTITUTIONS.

LEGAL EDUCATION ASSOCIATION.

The meeting of this association was held on Wednesday evening at Lincoln's-inn Hall, under the presidency of Sir Roundell Palmer.

Amongst those present were the Right Hon. Sir E. Ryan, the Attorney-General, the Solicitor-General, Mr. Manisty, Q.C., Mr. Webster, Q.C., Mr. Hinde Palmer, Q.C., Mr. Joshua Williams, Q.C., Mr. Forsyth, Q.C., Mr. Amphlett, Q.C., Mr. Pollock, Q.C., Mr. Eddis, Q.C., Mr. Fry, Q.C., Mr. Quain, Q.C., Mr. Pearson, Q.C., Mr. Anderson, Q.C., Mr. Prendergast, Q.C., Mr. T. Hughes, Q.C., Mr. Osborne Morgan, Q.C., Mr. H. F. Bristowe, Q.C., Mr. Roebuck, Q.C., Mr. Fooks, Q.C., Mr. Wickens, Mr. Serjeant Simon, Honourable G. Denman, Q.C., Professor Bernard, Mr. A. Ryland, Mr. A. Wills, Mr. W. Ford, Mr. Marten, Mr. J. C. Mathew, Mr. A. G. Marten, Professor Amos, Professor Abdy, Professor Bryce, Mr. Westlake, Mr. Jevons, Mr. T. C. Saunders, Mr. J. Hollams, Mr. E. W. Field, and Mr. Dixon.

Sir ROUNDELL PALMER, in commencing the proceedings, said he was very happy that it was in his power to attend and take part in a movement, which, if it should be successful, he believed would take no inconsiderable place in the important claim of legal and other improvements for which the present time bid fair to be distinguished. They were met together for the purpose of giving some effectual impulse to a movement for supplying one of the greatest wants of the country, a worthy place of legal education, a great legal University; and the first question which might naturally be asked on such an occasion was, what had already been done in that direction? Perhaps some might say, the first question rather would be, what was the need for such an institution. But he hardly thought he need deal with that question in speaking to those who had already answered it to a considerable extent by their presence on that occasion. It would be sufficient to say that he believed that the Anglo-Saxon was the only civilised race in the world which at the present time did not found the practice and knowledge of jurisprudence upon systematic and scientific education. In France, Germany, and Italy there had been at all times a careful system of complete academical education for the profession of the law, not confined to the members of that profession, but extended with great benefit to members of other liberal and learned professions and persons intending to devote themselves to the public service. In all these countries, as far as his information went, it had been held necessary that the important office filled by gentlemen following the legal profession should be fitly prepared for by a systematic and scientific knowledge of the law; and he could not but think that the evidence was in favour of our own forefathers in this country being of the same opinion with other civilised nations. If he were asked for evidence of that, he might well answer in such an assembly, *circumspice*, what was the meaning of the great institution to whose courtesy they were indebted for an opportunity of meeting, and what was the meaning of the sister institutions of the Inner and Middle Temples, and Gray's-inn. What was the reason for their existence? Surely the proper answer would be in substance, for the same purpose which the present meeting had in view, and if they had hitherto not fulfilled their object that was surely very extraordinary, but their past neglect was no reason for further delay. In ancient times he found that to the aggregate of these institutions was ascribed that character which they now wished to see filled by them, but not by them alone, for in ancient times Fortescue and Lord Coke both called the aggregate of these institutions a legal university, and thought that they were founded to promote and fulfil that end. Indeed, their very existence was evidence that they were meant to be a legal university, and really he should feel very much at a loss to answer if he were asked to say for what other cause they existed. Of course he did not mean to say that they were not very pleasant societies to belong to, and that they did not in fact fulfil by delegation from the judges other useful functions with respect to the profession of the law; but he did venture to think that the true and principal reason of their existence was connected, and ought still to be connected, with legal education. With regard to the two Temples, the charter of King James I. expressly created, what it was not too much to call, a trust of the property granted to them for the maintenance and education of students in the profession of the law. With regard to what had been done of late years in furtherance of the object which they desired to promote, he would briefly state what had been attempted, how far it had succeeded, what were its shortcomings, and by what means those shortcomings required to be remedied. The praise of making the first beginning in the shape of anything effectual towards instruction in the study of the law belonged not to the bar, or to any one of the Inns of Court, but to the Incorporated Law Society, and if any apology were needed for the course taken by the association in not confining this movement to one branch of the profession, the circumstance he had just mentioned would go far to justify that course, that the first effectual beginning in the direction in which they were now moving was made by the Incorporated Law Society; for soon after they received their present charter, in the year 1833, they established lectures for the instruction of students intended for their own branch of the profession. Not content with that, two years afterwards, in 1835, they addressed a memorial to the judges, asking them to give their authority to a system of education which should be made compulsory upon all persons intending being admitted as attorneys or solicitors, and which should therefore give the only effectual and complete stimulus possible to a complete and sound system of instruction. The judges, with great wisdom, acceded to that representation, and in 1836 a system of compulsory examination was established, which had since been in force, and he had looked in vain for the slightest trace in any quarter whatever for any difference of opinion in the profession, on the part either of judges, of barristers, or of attorneys or solicitors, as to the excellent effect of that regulation, or as to its success as far as it had gone. The next thing was an attempt to establish voluntary lectures, which were given by two eminent men—Mr. Austin, who was a master of his subject in the principles of jurisprudence and international law, and by Mr. Starkie in common law and equity—in the Inner Temple. That was in the year 1833; and if, in subsequent movements, it might appear that the Inner Temple had not been quite so forward and active as some of the other societies, it might perhaps be accounted for on the ground that they were a little discouraged by the want of success of their first experiment, these lectures having languished and died out in the course of two years. The reason of this was not difficult to see, because there was no organised system of which they were a part, there was no stimulus applied to compel the students to go to them, there was nothing tangible to be got from them, and no system of examination dependent upon them. About ten years afterwards, in the year 1845, the Middle Temple took up the subject, under the auspices of a very eminent man, whose great ability and zeal in the cause of legal reform all must acknowledge—Lord Westbury. Seeing that everybody acknowledged the deficiency and want of method in legal education, and particularly the almost entire neglect of the study of general jurisprudence, and the branches of knowledge immediately connected with it, they took action in the matter, and through their influence committees were appointed by other of the Inns of Court to see if something could be done in the matter. They thought at the time collectively that they could do nothing. The Middle Temple, however, was not entirely discouraged, and they then established lectures on jurisprudence and civil law, and very much under the influence of the reasons which they put forward, Gray's-inn, in 1847, also established a lecture. The lecturer was a very eminent man now gone—the late Mr. William David Lewis, who conducted the lectures with great success and usefulness till 1852. In 1851 the Inns of Court at that time came to an agreement that they would co-operate in this matter. They made liberal contributions, and established a Council of Legal Education, and he could not but recognise in the right hon. gentleman on his right hand (Sir E. Ryan) one of those to whom they were in no small degree indebted for that step being taken at that time. It was impossible not to recognise with great thankfulness the importance of the movement then made. It did a great deal, and no wise man who was concerned in doing so much but must have been conscious that it would probably lead to much more, for in this world it is impossible to do at once all things which it is desirable to have done, and great praise was due to those who made a practical beginning in the right direction. The system was established upon a basis which, if not perfect, was certainly calculated to lead to something better. It had been in operation ever since, and it had already borne fruits of various useful kinds.

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He did not speak now so much of the benefits obtained by the young men who attended the lectures, although he had no doubt, from the evidence given before the Parliamentary Commissioners in 1854, that the result of these succeeding examinations showed great and progressive improvement, and he saw no reason to suppose that that had not continued up to the present time, but he ventured to think that amongst the most important of the fruit of that movement was the next step which was adopted, viz., the issue of the Royal Commission of 1854 to inquire—not into the whole subject which was comprehended in the present scheme, because the Inns of Court and the Inns of Chancery were the only subjects of that particuar inquiry—nevertheless, it was an inquiry of great importance and usefulness, and it brought out most valuable opinions in the evidence, and at the same time resulted in a most valuable and important report. With regard to the evidence, the opinion expressed by Mr. Maine, at that time one of the readers, with regard to the examination established in 1851, was this. He said that that system had been successful as far as its inherentdefects had allowed it to succeed, and the defects he stated to be in his opinion, first, its want of systematic character; and secondly, the absence of compulsory examination. All defects might be traced to one or other of these causes, and he confessed he very much agreed with this view, for he thought that no possible system without supplying these deficiencies could have that degree of success which would make it really satisfactory. The opinion of Mr. Maine was, he believed, shared by every one of his colleagues, as readers or lecturers, unless exception were made in the case of Mr. Lewis, the eminent man he had before referred to. The same opinion was expressed by Mr. Brougham, Mr. Birbeck, Mr. Walpole, and by the late Mr. Phillimore; and Lord Cairns, although not one of the lecturers, and although giving evidence rather strongly in favour of the ordinary way of acquiring knowledge by reading in the chambers of a barrister or conveyancer, still expressed his concurrence very strongly in the opinion that to make the system what it ought to be, compulsory examination was absolutely necessary. There was one other point given by another man before that committee, from which he had made a short extract which he should like to read. The witness to whom he referred said this:—"My own impression is that the Inns of Court are, as at present constituted, a university in a stage of decay. They are in the same position, as I understand it, as the University of Oxford was at the end of the last century, when the university had virtually delegated the power of conferring degrees to the colleges, the consequence of which was that the colleges, whether from competition amongst themselves, or having no sufficient motive, had brought the thing down to the very lowest point. Then, in the beginning of this century the university was as a whole reconstituted and the examinations were taken by her, and from that moment the standard of education has arisen. "Applying that," he said, "to the Inns of Court what is needed is some central authority to confer the degree of barrister, something answering to the Senate of the University of London, or to the governing body in Oxford or Cambridge. I would not," he added, "allow colleges, analogous to which I consider the Inns of Court to be, to have the power of conferring a degree. The power ought to be given to some central body composed out of them, but not identified with any one of them." In adopting the sentiments of that passage, he must not be supposed to confer the degree which was there spoken of with the authority to call to practice at the bar. That was a matter admitting of different considerations, with which it would not be wise at present to confound education or its results. Education might well be made the test of fitness to be called to practice, but it by no means followed that we should do anything which would seem to intrude upon the authority or function of those to whom the judge might from time to time commit the power of calling to practice in either branch of the profession. He had not named the gentleman from whom these opinions proceeded, but they were the opinions of a man of almost universal accomplishment, who was at the present moment of very great power in the country, and one who upon the subject of academical instruction was considered a first-rate authority, one who had knowledge of this profession both in this country and some of our most important colonies; a man to whose opinions, by the almost universal consent of this country, upon any subject requiring knowledge and power of intellect, as much weight would be attributed as perhaps to any other man, and not the less so because he was not merely a professional man who had lived only for the practice of either branch of the profession, but he was a man who at this moment lived for the country and for the world—he referred to the present Chancellor of the Exchequer. These opinions having been given, it was well known what were the recommendations of the Royal Commission. They stated with great force, and, apparently, with irresistible reasons, that some effect of the test of qualifications of all those who were called to the bar was required. They had nothing to do with the other branch of the profession, which was not within the scope of their inquiry, and that other branch had already obtained compulsory examination before admission. But they pointed out not only that practice was a thing which required knowledge, and that those who entered into a profession of this sort with a view to practice would, at all events, be the better for being taught how to study wisely and well, but still more, that in this country the position of a barrister entitled persons to fill various offices in connection with the administration of the law throughout the country, and that for this class of persons, even more than for practising barristers, it was important that if they had by public authority that stamp which was implied by the designation barrister-at-law, it should mean something, and that there should be some security taken that at least they had some knowledge of their profession. In reality, it had always seemed to him that the argument for a compulsory examination and a proper education of those who did not mean to practice at the bar were still stronger than the argument for such an education of those who were to practice. It had been truly said that a barrister would not get business at all, or at any rate he would not keep it, without some knowlege of law. He feared that even that proposition must be taken *cum grano salis*, for he had known in the course of his life some men of no inconsiderable practice and no small emolument, of whom if he were compelled to give evidence on oath he could not positively say that he believed they knew any law whatever. However, as a general rule, it must be admitted that a person must know something of law and probably so much as could be secured at a pass degree by any system of examination, in order to succeed in practice; and, therefore, it might be said that those who employed them might take care of themselves. But that was a very inadequate view of the subject, though the time at his disposal was not sufficient to make it needful or desirable that he should endeavour to convert his auditors to an opinion which he had no doubt they already entertained. With regard to those who were not practitioners it seemed to him that if they were to be magistrates, or to fill those offices which were given by law to barristers of a certain number of years standing, it was of the greatest importance that they should have some knowledge of the law, and there was no way of securing that so effectually as to say that they should not get the degree of barrister unless they were fairly entitled to it. It had been sometimes said that there were many country gentlemen who, without a view to these appointments, liked to be called to the bar, as it gave a certain degree of dignity, and was also an advantage to the profession and to the Inns of Court that they should be called. He thought it would be of very great advantage to such persons to know something of the law, and his belief was that they would rather come where they could learn something, and that their parents and guardians, who generally had some practical object in sending them, would be better pleased if they could send them where they could get some knowledge which would be useful to them in life, and if some test were applied to answer that end. He was convinced, therefore, that all persons who aspired to the character of barristers would be the better for a system of compulsory examination and systematic legal education. The commissioners recommended exactly what was now aimed at, the formation of a regular legal university in the proper sense of the word, though it was true they did not carry their views beyond the Inns of Court, because nothing beyond that was within the scope of their commissioners, but the principles of that recommendation had not been carried into effect down to the present hour. That occurred in the year 1855, the most eminent men signed and agreed to it, and now fifteen years afterwards not a single practical step had been taken in the direction they recommended. He did not think the subject could re-

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main asleep for ever, nor was it for want of some practical steps being taken in the interval. Lord Cairns, in Lincoln's-inn in 1863, proposed a resolution which was adopted by the benchers in favour of the principle of the establishment of a regular legal university, and that resolution remained on record unto the present hour never reversed. He could not but suppose that they would still adhere to it, but they wanted some assistance in the way of impulse from without, some manifestation of intelligent public opinion to show that the time had come for practical movement in the direction of that principle which they had already approved. He himself, when he had the honour of serving under the Crown, had proposed, at a combined meeting of the representatives of the Inns of Court, the adoption of a system of compulsory examination which was carried by a majority, not indeed very large, and it subsequently fell through, in consequence of the separate dissents of, he believed, the Inner Temple and Lincoln's-inn. He believed the other two Inns of Court were at that time prepared to have agreed to it, and he supposed their opinion had not been changed by subsequent events. But if nothing effectual had been done in the matter of legal education since that time, other people had not been idle in the interval. The Faculty of Advocates in Scotland, in 1854, appointed a committee which unanimously reported that there ought to be a universal course of legal study for all persons who were to practice at the bar. Their funds would not admit of establishing so extensive a curriculum as existed in other countries, but they said that whatever the means at their disposal would admit of ought to be done, and there was no reason to doubt that that resolution had been acted upon, and was now being acted upon in Scotland. At Cambridge and Oxford the same efforts had been made to organise efficient law schools. At Cambridge, in 1854, and since at Oxford, very eminent men had been appointed professors of civil law; but, of course, there was much which they could not do. They might very usefully go into the general philosophy of the subject, and he was by no means sure they might do that even more effectively than could be done in London, but certainly they could do nothing to supersede the necessity for the profession itself taking the lead in this movement, and anything which they did at Oxford or Cambridge would be of little value comparatively, unless a system were created which would make it practically useful as an introduction to the two branches of the profession. In fact, all experience showed that attempts to supply a want without that sanction and that value failed. Only the other day he had received information from a member of the profession who had been a very energetic teacher of law at King's College (Mr. Cutler), who told him that the classes there had languished and were languishing, and were not likely to be permanently maintained unless there were something which could give them the value they ought to have in those institutions which had the power of granting admission to practice; and therefore it might, he thought, be taken for granted that all these collateral efforts, which might grow to be of great importance if properly utilised, would be wasted and turn out inefficient, if their duty in that respect were neglected.

In concluding his observations he might say that the present meeting was not called for the purpose of discussing details or of anticipating the results of the consultations of those to whom the working out of the scheme might be confided, and no doubt there were many things as to which their first suggestion would be but tentative and liable to revision and co-operation; but the meeting was called for the purpose of sanctioning what had been already done towards the formation of this association, and of adopting a brief statement of its objects, which committed those so doing as little as possible. All present had probably seen the circular which had been issued, at the head of which two particular objects were named—the establishment of a law university for the education of students intended for the profession of the law; and, secondly, the placing of the education of both branches of the profession on the basis of a combined test of a collegiate education and examination by a public board of examiners. No one could possibly take exception to the first mentioned object unless on the ground that the words were too narrow; but it was not intended by any means to deny the advantage of the university, which might be extended to any who might desire to avail themselves thereof. Nothing exclusive was by any means intended, on the contrary he quite agreed with Mr. Lowe, who in another passage of his evidence said he thought it very desirable that every English gentleman whose time was at his own disposal should be educated in the law to a much greater extent than was at present the case. The wording of the second object might possibly be open to some verbal criticism, but it certainly was not intended in any way to prejudge the question as to the education of those intended for the two branches of the profession being in all respects identical. In a later part of the same circular it would be seen that while no reason was supposed to exist why instruction in the general branches of jurisprudence should not be given to students of both classes, yet the word "combined" there had nothing whatever to do with combination in the system of instruction, but referred simply to the idea that both barristers and solicitors should undergo the double test as to a collegiate education and also an examination by a public board. Lastly, to avoid any misconception, he might briefly mention one or two things which were not intended. Some people were under the impression that a fusion of both branches of the profession was contemplated by the association, but nothing could be more groundless. Neither did they desire in any way to interfere with the internal organisation or proceedings of the Inns of Court. For himself he could not conceive of any institution which had less right to exist for any other purpose than the public good, and, therefore he hoped and believed that any changes which might be necessary in the course of time, to adapt them to the exigencies of the present day, would be undertaken and carried out; but this was not the object of the association. If they did not interfere with these objects they should not meddle with the Inns of Court, but if they met with opposition on their part no one could say what might be necessary to be done. At present, however, the association had no desire to interfere in any way with their internal arrangements. Again, he might say, it was not the object of the association to dictate in any way to the judges whom they might admit to practice at the bar, or to whom they should delegate their power of calling to the bar. What they did say was that this power ought not to be exercised without qualification, and that the university which they were seeking to establish would supply the means of ensuring the existence of those qualifications. In conclusion, they did not propose to meddle in the least degree with the discipline either of barristers, or attorneys, or solicitors, after they had been admitted, but stopped short at the admission. The report which had been prepared, and the adoption of which he had now to move, stated what had been done. Communications had been entered into with the Inns of Court, the result of which was that the Middle Temple had recorded its approval of the objects of the association, and had appointed a committee to communicate with the Council; Gray's-inn had appointed a committee for the promotion of these objects, and Lincoln's-inn had passed a resolution—"That the bench, recognising the importance of securing a sound system of legal education and satisfactory test of the qualification of those who are admitted to the profession of the law, are willing to enter into communication with any committee appointed by the other Inns of Court for the purpose of considering the subject." They had also the courtesy to lend the use of their hall for that meeting. Of course, without intending by so doing to express any opinion as to their future proceedings, but beliving as he did that the movement would go forward and that those who desired to promote the cause of legal education would be unable ultimately to stand aloof from the Association, he fully reckoned on the hearty concurrence of Lincoln's Inn. The Incorporated Law Society had cautiously reserved any expression of opinion until they had had more communication with the members of the profession in general, but the Provincial Law Society had expressed great confidence in the movement. He hoped those who followed him would endeavour to avoid introducing any doubtful matters of detail on which differences of opinion might arise, because he considered it of the greatest importance that the assistance and co-operation of all who could join in the principle sought to be introduced should be secured, and that no opposition might be needlessly evoked on the part of those who might perhaps throw serious obstacles in their way.

After moving the adoption of the report, the Chairman, who had important engagements elsewhere, vacated the chair in favour of the Attorney-General.

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The SOLICITOR-GENERAL then seconded the motion, saying he cordially agreed in almost every word which had fallen from Sir Roundell Palmer.

Mr. W. FORD (Vice President of the Incorporated Law Society), supported the resolution, and spoke of the advantages which had followed the introduction of compulsory examinations, final, preliminary and intermediate, in the case of attorneys and solicitors. Whatever might be the qualification laid down for admission hereafter, he hoped that in his branch of the profession no material abridgment at any rate would be made in the term which was now required to be spent in practical office-work.

Mr. JEVONS (Liverpool), said he was most happy to support the resolution as a country attorney, in order to testify to the public that this movement for the establishment of a legal university was strongly supported both in town and country. In fact the movement originated amongst provincial attornies, and, therefore, it might be presumed that it would have their support. He took that opportunity of entirely disclaiming the idea which some persons seemed to entertain that this university was to be supported out of the funds of any existing institutions; on the contrary he believed it would be self-supporting in every sense of the word, for on taking the average of admissions and calls during the last few years, and assuming each barrister would spend two sessions at the university and each attorney one, and that the fees would be on a similar scale to those charged in kindred institutions, they would have an average yearly attendance of 1,100 students, and an income of at least £30,000 a year. He hoped that when such a revenue was in the hands of the future managers of this university such a portion of it would be devoted to the salaries of the professors, that the calling of a professor of law might in itself become an adequate object of ambition to the profession.

The motion was then put and carried.

Mr. AMPHLETT, Q.C., moved that Sir. Roundell Palmer, Q.C., M.P., be elected president of the association.

Mr. FORSYTH, Q.C., had much pleasure in seconding the motion, and in expressing his general concurrence in the objects of the association which, however, were not of such peremptory importance now as a few years ago, when the only requisite for a call to the bar was the eating of a certain number of dinners. The present time, however, when a broad scheme of education was about being established for the country at large, seemed very favourable for such a movement. The only possible objection was that the independence of the Inns of Court would be interfered with, but this was entirely groundless. He only wished to add, as Sir R. Palmer had made no allusion to the action of the Inner Temple in the matter, that a resolution had been passed appointing a committee, as had been done in the case of the other Inns for the purpose of communicating on this matter.

The resolution having been carried,

Mr. MANISTY, Q.C., moved the next resolution, that the gentlemen, a list of whose names was handed round, representing all branches of the profession, be elected the committee of the association. He said he was one of the committee who sat ten years ago to consider the propriety of instituting a compulsory examination previous to a call to the bar, and had then voted against such a proposition, namely, on the ground that it was not founded on a systematic legal education. It ought also to be mentioned that that same committee unanimously came to the conclusion that there should be a preliminary examination before anyone was admitted a member of the Inn, with a view to being called to the bar, and that, he believed, had been productive of great good.

Mr. WICKENS, in seconding the motion, said he hoped that the result of the association's labours would be the abolition of the numerous sub-divisions of legal work which at present obtained, but whilst this was the case it was important that they should all be represented, and this, he was happy to see, was the case.

The resolution was put and carried unanimously.

Mr. QUAIN, Q.C., moved the next resolution :—"That the president and council be authorised to communicate on behalf of the association with the committees appointed by the honourable societies of the Middle Temple and Gray's-inn, and with the Incorporated Law Society, the Metropolitan and Provincial Law Association, and the provincial law societies, with reference to the objects of the association, and the measures pro per to be adopted for their attainment; and also to take such other steps as may appear to them expedient for the purpose of obtaining the concurrence and co-operation in such measures of the other Inns of Court, and of such other persons and public authorities as to them may seem advisable." He was glad to see the two universities of Oxford and Cambridge represented by his friends Professor Bernard, Professor Bryce, and Professor Abdy, and he suggested that "the universities of the United Kingdom" should be added to the resolution. There was one thing in the history of this subject which Sir Roundell Palmer had omitted, probably by accident, and that was the report of the select committee of the House of Commons in 1846. That committee presented a most elaborate report, which recommended a scheme not very dissimilar from the one now before the meeting, after having examined Lord Brougham, Lord Campbell, and the present Lord Westbury, who was then, as now, one of the strongest supporters of the educational movement. It is quite remarkable that, although there was the concurrence of all the leading men in the country at that time, no effective measures had yet been taken to carry that report into effect. Surely the time has now arrived for doing something. England ought no longer to occupy the humiliating position which she now did in comparison with the great countries of the Continent. It was impossible to take up even a catalogue of foreign law books without being ashamed of the state of legal education in this country. He could not help thinking that the reason nothing had been done hitherto was that there was no such organisation as they were now met to establish for the purpose of carrying out what was required, and keeping it constantly before the public. He hoped this would now be done, and, if necessary, attention would be called in Parliament to what was certainly a great and crying want of the age, as far as the legal profession was concerned.

Mr. RYLAND had great pleasure in seconding the motion, and, on behalf of the provincial attorneys whom he represented, he desired to give his cordial concurrence to the movement.

Mr. MATTHEW supported the resolution, saying he had for some time foreseen that something of this sort must take place. It had been his fortune to come frequently in contact with those who were applying themselves to the study of the law, and he had told them over and over again that they must by some means endeavour to obtain some education preliminary to their profession, other than that which they could obtain in chambers.

The resolution, as amended by Mr. Quain, was carried unanimously.

Professor ABDY moved the election of the executive committee of the council. He said the University of Cambridge, which he represented, was thoroughly in earnest in its desire to promote the study of the law, and he had no doubt the efforts which had already been made in that direction would hereafter bear good fruits.

Professor BRYCE, in seconding the resolution, said the University of Oxford, like the sister institution at Cambridge, was desirous, by every means in her power, to forward the objects which the association had in view.

The SECRETARY (Mr. A. J. Williams), having read the list of names proposed, the resolution was carried unanimously.

Mr. CHARLES POLLOCK, Q.C., moved the sixth resolution, "That subscriptions and donations be invited to the funds of the association," which was seconded by Mr. JOSHUA WILLIAMS, Q.C., and carried unanimously.

The meeting concluded with votes of thanks to the Hon. Society of Lincoln's Inn for their kindness in granting the use of the hall, and to Sir Roundell Palmer and the Attorney-General for presiding.

MEETING OF SOLICITORS.

A meeting, convened by circular, was held on Thursday, at the Guildhall Coffee House, at which the following gentlemen, amongst others, were present:—Messrs. F. H. Rooks, C. H. Sadler, S. Woolf, E. F. B. Harston, G. Kenrick, E. Bayley, J. L. Ovans, T. M. Woodbridge. Bolton, C. E. Wilson, G. W. Crook, Phelps, A. J. Bowen, E. Kimber, H. Montagu, D. Stocks, D. C. Halse, T. H. Bartlett, D. Woolf, B. E. Greenfield, F. R. Parker, G. S. Warmington, J. J. Merriman, T. C. Russell, W. H. Farnfield, and E. P. Flux.

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Mr. KENRICK (Rooks, Kenrick, & Harston), having been unanimously voted to the chair, said the object of the meeting was stated in the circular which had been issued to be, "To infuse new blood into the council of the Incorporated Law Society at the ensuing election." There was a very wide-spread feeling that solicitors, as a body, were not so actively and so well represented in the Houses of Parliament, and in the legal world generally, as they ought to be. That was evidenced by the fact that Acts of Parliament were constantly passed, without any step being taken to oppose them, when the tendency of those Acts was to lessen the influence of the profession with the public, and diminish professional emoluments. To the Incorporated Law Society, the profession had hitherto been content to look for an expression in public of its opinions, its feelings, and its sentiments. But in recent Acts of Parliament there had been omissions and additions which had had serious consequences with reference, at all events, to the business of the younger branches of the profession. Under these circumstances, he thought it might be said of the Council of the Incorporated Law Society that they were, as they had been recently described before a Committee of the House of Commons, an irresponsible body, not expressing the opinions of the general body of the profession. Such was the evidence given by a member of the firm of Baxter, Rose, & Norton, before the select committee sitting upon the question of the law courts. He thought the time had come when it was necessary to have upon the Council of the Incorporated Law Society younger, more energetic, more practical, and more business-like men, who would take a different view of the question, whether a large slice of business should be left in their hands or be taken from them. They were not without precedent in the course now proposed to be followed. In Dublin, after a protracted struggle, the younger members of the profession had succeeded in getting their representatives upon the Council of the Incorporated Law Society; and the interests of the profession had certainly not suffered from such a step. To give another instance of inactivity, it was well known that there were a large number of unqualified persons who practised in the profession of the law—law stationers, accountants, and others—without any active steps being taken to oppose them by the Incorporated Law Society. The great evil of this state of things was, that the qualified members of the profession were dragged, as it were, into the mire, and had to extricate the persons who had been foolish enough to be led by unqualified practitioners out of the difficulties in which they found themselves placed. They might not succeed at once, but they would by repeated efforts; and, if necessary, they must form a league, like that for the severance of Church and State, because, having come to a conviction of what they believed to be right, they should carry it out without fear of contradiction, without fear of trouble, and without fear of expense. With this object, the gentlemen present would be asked to nominate a committee; and he begged to state explicitly that the members of his firm who had moved in the matter had no desire whatever to derive any benefit personally, and their only object was to promote the interests of the profession at large.

Mr. KIMBER coincided in the remarks which had been made by the Chairman, and alluded to the fact that when Mr. Gregory, a member of the council, put upon the paper of the House a notice that he would call the attention of the Legislature to the undesirable state of the Lords Justices' court, [it being presided over by one judge only, no activity was shown by the members of the council of the Incorporated Law Society to ensure the success of Mr. Gregory's motion, and the result was, that the House was counted out. He considered it highly desirable that there should be some younger members of the profession upon the council of the society, in order that the views of the profession generally might be more thoroughly represented.

Mr. MONTAGU thought no one could deny that the council of the Incorporated Law Society was a most inactive and sluggish body, which needed to be awakened by the infusion of new blood into it; and he concluded by moving a resolution to the effect that it was expedient that the younger and more energetic members of the profession should be represented upon the council.

Mr. HARSTON seconded the motion, stating that he had asked Mr. Watkin Williams, M.P., to discover what had been done by the Incorporated Law Society by way of advancing the interests of the profession during the last two sessions, and after a very careful search had been made by the gentlemen who had charge of the papers of the House of Commons, it was found that during that period the society had done nothing whatever. He also referred to the fact that when any bill was before Parliament affecting the well-being of the profession, the council of the Incorporated Law Society were not by any means active in the matter; so that things were left to take pretty well their own course. One of the rules of the society was that no gentleman could be a member of the council who had not been in practice ten years. He thought that rule should be abrogated.

Mr. PARKER (Sharpe, Parkers, & Pritchard) disapproved of some remarks which had been made by Mr. Kimber with reference to the members of the council of the Incorporated Law Society. If the younger members of the profession were to be represented on the council, he thought they had better seek that representation as matter of right rather than by abuse. If a resolution having that object were brought forward at the annual meeting, he did not see any reason in the world why it should not succeed; and he would suggest omitting from the resolution the words "more energetic."

Mr. MONTAGU expressed his willingness, with the consent of his seconder, to adopt Mr. Parker's suggestion.

Mr. JOSIAH J. MERRIMAN expressed a hope that the meeting would pause before it proceeded to adopt a resolution such as that now before it, for he could not help characterising it as absurd, seeking as it did the representation of juvenility. He thought the adoption of the suggestion to strike out the words "more energetic" made the resolution much more objectionable than it was even in its original form. He had always thought that the charges of inefficiency brought against the council of the Incorporated Law Society had been, to a large extent, the result of pure imagination. He had had occasion to correspond with, and make suggestions to the council of the Incorporated Law Society, and it was only just for him to say he had ever found his communications and suggestions treated with respect, and in a thorough business-like manner. No doubt the council of the Incorporated Law Society had done, and left undone, many things with which fault might perhaps reasonably be found; but that was only the natural consequence of representation, and it would ever be the case, no matter whomsoever might be elected. He, therefore, hoped the resolution would be withdrawn, and that there would be placed before them something like a policy which he had failed to discover, to which they should be pledged.

Mr. DAVID WOOLF said the object which they all ought to have in view was not the representation of any particular section of the profession; but they should seek to get their views represented, by soliciting gentlemen in whom they had every confidence to fill the vacancies which occurred in the council.

Mr. WOODBRIDGE said he had a great deal of business in the county courts, and he was of opinion that the council of the Incorporated Law Society had not paid the attention which they ought to the interests of those members of the profession whose business lay in the county courts; and he was prepared to lend his aid, in order to secure the infusion of new blood into that council.

MR. SIDNEY WOOLF thought it did not behove them as a meeting to make disrespectful comments upon the council of the Incorporated Law Society as now constituted; but he could not help calling attention to the absence of regard for the interests of the profession in the case of the extension of the admiralty jurisdiction to the county courts. When that bill was passing through the House of Commons in 1869, the council of the Incorporated Law Society issued a report stating that they had given the matter their serious consideration and that the bill had been withdrawn. It so happened that a very short time afterwards the County Courts Admiralty Jurisdiction Act was passed, and the council seemed to be thoroughly inactive about it. Under these circumstances he should be ready to move as an amendment that it was desirable that new blood should be infused into the council of the Incorporated Law Society.

Mr. DANIEL STOCK urged the importance of passing a resolution unanimously, otherwise, it would have very little influence out of that room. He should not be disposed to agree wholly with the observations which had been made either by the Chairman or Mr. Kimber, but he

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considered there could be no doubt that the Incorporated Law Society had not done all that could have been wished.

Mr. BARTLETT seconded the amendment, and expressed himself sorry to hear some of the observations which had fallen from Mr. Kimber. He thought the amendment embodied all that was desired, because they were of opinion that they were not sufficiently represented by the council, and that the council did not look well after their interests in Parliament. He should be glad to see some of those who were known as mercantile lawyers upon the council, because in that respect he thought the council was singularly deficient.

Mr. HARSTON suggested that the original resolution should be amended, stating that it was expedient that the profession should be more adequately represented upon the council of the Incorporated Law Society.

Mr. JOSIAH J. MERRIMAN took exception to the word "adequately," and, in his view, there was a general concurrence.

After an animated discussion, in which various gentlemen engaged, the following resolutions were unanimously carried:—That it is desirable to infuse new blood into the Council of the Incorporated Law Society; and That Messrs. Halse (Halse & Trustram), Harston (Rooks, Kenrick & Harston), Montagu, Wheeler and Bayly do form a committee to carry out the objects of the meeting.

Upon the motion of Mr. WOODBRIDGE, a vote of thanks was accorded to the Chairman, and the proceedings terminated.

THE HIGH COURT OF JUSTICE BILL.

On Wednesday last, a deputation from the Law Amendment Society waited on Mr. Gladstone at his official residence in Downing-street, in support of the High Court of Justice Bill now before the House of Commons. Among the deputation were Mr. G. W. Hastings, chairman of the council of the society, Sir Christopher Rawlinson, Mr. Joshua Williams, Q.C., and other well-known members of the bar, and a number of M.Ps. The Chancellor of the Exchequer accompanied the Premier, who apologised for the unavoidable absence of the Attorney-General. Mr. Hastings, addressing Mr. Gladstone, said that the Law Amendment Society had a good right to be heard on the High Court of Justice Bill, for the society had now been in existence for more than a quarter of a century lending its aid to the improvement of the law, and that solely in the public interest. So long since as the year 1851 they had published a report on the expense, delay and failure of justice arising from the separation of our courts of law and equity. He was glad to see his right hon. friend the Chancellor of the Exchequer present on that occasion, for he would know something of that report having had not a little to do with its production.

The report had concluded with four resolutions which he would read:—

(1.) That justice, whether it relate to matters of legal or equitable cognisance, may advantageously be administered by the same tribunal.

(2.) That where the principles of law conflict with those of equity, the latter shall prevail, to the exclusion of the former.

(3.) That all litigation, whether it relate to matters of legal or of equitable cognisance, may advantageously be subjected to the same form of procedure.

(4.) That the rules of procedure be embodied in a code.

He ventured to say that these resolutions, passed by the society nineteen years ago, contained the pith and kernel of the High Court of Justice Bill. What they had contended for throughout, was that, instead of sending a suitor from one court to another, owing to the incompetency of any to do full justice in the suit, there should be one High Court armed with plenary powers. The society had therefore rejoiced when the bill was introduced into the House of Lords, and at one of the largest meetings it had ever held, attended by many of the most distinguished members of the bar, had passed a resolution in its favour. The bill at that time had contained several provisions of which the society could not approve, but he was bound to admit that all the modifications, which were numerous and important, made during its passage through the Upper House had been in the direction advised by the society, which was now well satisfied with the measure. There might still be defects and shortcomings, but he refused to weigh them in the scale against the great principle embodied in the bill. The society observed with regret that two pleas for delay had been put in. They amounted to nothing more, and even as such they were untenable. It had been urged by personages high in position and authority that the union of the courts of law and equity ought to be deferred until the whole substantive law of England, written and unwritten, had been embodied in a code. Now, it did not lie in the mouth of the Law Amendment Society to object to the preparation of a code, for they had constantly advocated that undertaking; but he failed to understand why the courts should not previously be consolidated. He believed, on the contrary, that the passing of this bill would greatly facilitate the construction of a code. It had been so in India, where a High Court of Justice had been established with the best results, and an Indian code was now in course of preparation. It had been so also in the State of New York, where they created the court first and made the code afterwards. But then another plea was raised, and an amendment to the second reading of the bill was founded upon it by Mr. Denman. It was objected that the bill ought not to pass until the rules and procedure of the future court had been laid before Parliament. If this meant that the rules of procedure were to be embodied in the bill, then he must point out that such a course would swell the measure to the size of a volume and make its enactment impracticable. But if it were only meant that Parliament should check and revise the proposed rules, then he was glad to say that this most desirable object was provided for in the bill. The 12th section would enact that none of the rules and regulations of the High Court were to have any validity until they had been confirmed by Parliament; and what was more, this Act itself could not come into operation till such confirmation had taken place. He put it strongly that after nineteen years of delay the society had a right to hope for the accomplishment of its suggestion, and he begged to respectfully urge on him (Mr. Gladstone), to use his influence with the House that the bill might at once be passed as the greatest law reform ever proposed in this country, and still more valuable as making the way easy for further beneficial changes.

Mr. Gladstone, in reply, thanked the deputation for the support of the bill, and assured them that the Government were fully alive to the importance of its passing during the present session, and that every possible effort would be made to secure its object.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 6th inst., Mr. William Strickland Cookson in the chair. The other directors present were Messrs. Avison (of Liverpool); Benham, Bulmer (of Leeds), Burton, Hedger, Monckton, Nelson, Rickman, Shaen and Torr (Mr. Eiffe, secretary).

A statement of the result of the recent anniversary festival, held under the presidency of Vice-Chancellor Sir Richard Malins, was laid before the board, from which it appeared that, after paying all expenses connected with the festival, the net gain to the funds of the association is a sum of £716 3s. 5d., with an addition of thirty-three life, and eighty-five new annual members. Votes of thanks were unanimously passed to the Vice-Chancellor, and to the stewards and donors at the festival.

The receipt of a legacy of £180, bequeathed to the association in 1869 by the late Mrs. Martha Elizabeth Clark, of Kensington, was reported; and a letter was read announcing a legacy of £90, bequeathed to the association during the present year by the will of the late Mr. Thomas Darwell, solicitor, of Barton-upon-Irwell and Manchester, a member.

A sum of £125 was applied in grants of relief to necessitous applicants, and a sum of £700 was ordered to be added to the invested capital.

Eighteen new life and forty-three new annual members were admitted to the association, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday, the 5th of July, Mr. E. C. Harvie presiding. The treasurer's balance sheet,

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duly audited, was presented to the meeting. The committee presented their annual report, which was as follows :—

To the Members of the Law Students' Debating Society.

Gentlemen,—We beg to lay before you our report of the proceedings of the society during the past session.

The society has, during that time, held thirty-two meetings, at which fifteen legal and nine jurisprudential questions have been discussed. The average length of the debates has been one hour and forty-five minutes. The remainder of the meetings have been devoted to the administration of the society's affairs.

The average number of members attending the meetings has been twenty-six, the largest number at one meeting having been thirty-eight, and the smallest fourteen.

The average number of speakers has been ten, and of voters fifteen, of whom, on an average, eleven voted in person and four in the register.

During the past session thirty-four members have been elected, the name of one former member has been re-entered on the roll, and thirty-one gentlemen have ceased to be members. There are now on the roll of the society 168 members.

Your committee have held nine meetings during the session, and have considered thirty-three legal questions, of which fifteen have been approved for debate.

Mr. W. H. Herbert having resigned the office of treasurer, Mr. L. Hunter, the then secretary, was elected in his place, and Mr. William Appleton was elected as secretary, in place of Mr. Hunter.

Mr. G. W. Byrne having resigned his post of auditor, Mr. A. G. Harvie was elected in his place.

The clause in rule 6, which imposed a fine of sixpence on ordinary members of less than three years' standing for absence from the weekly meetings without notice, has been repealed, and the latter clause of rule 8, providing that members liable to such fine who should be absent from six successive meetings without notice should cease to be members, has also been repealed. No other alteration has been made in the society's rules.

The usual success has attended the members of the society at the examinations for the bar, and the final examinations for attorneys and solicitors.

The above statistics furnish abundant testimony to the continued and increasing prosperity of the society.

We are, gentlemen, your obedient servants,

LESLIE HUNTER, Treasurer.
THOS. R. HARGREAVES, EDGAR C. HARVIE, JAMES S. HEPBURN, THOMAS WIDDOWS, R. FREER AUSTIN, } Members of the Committee.
WILLIAM APPLETON, Secretary.

The following members were elected to serve as officers of the society for the ensuing year, viz.:—Treasurer—Mr. James Smith Hepburn; Secretary—Mr. William Appleton; Committee—Messrs. Richard Freer Austin, John Percy Gordon, Thomas Rowland Hargreaves, Edgar Christmas Harvie, and Leslie Hunter; Auditors—Messrs. Arthur Gough Harvie, and Thomas Widdows.

The next meeting of the society will be on Tuesday, 25th October next.

Law Institution, July 5, 1870.

AN APPEAL COURT FOR AUSTRALIA.

A task of great importance has been taken in hand by a member of our local Parliament. Mr. Casey has obtained in the Legislative Assembly a committee on the expediency of inviting all Australian countries to co-operate in obtaining a common law under which criminals convicted in any one shall lose harbour in all; probates, administrations, insolvency certificates, and executions (against property) issued in any one shall have force in all; and a tribunal of appellate jurisdiction over all Australian courts shall sit in the midst of all upon Australian soil.

The project of an Australian Court of Appeal is momentous, not only because of its probable effect in bringing the highest justice more immediately home to every Australian door, but because also of its certain tendencies on international character and development. The present relation of Australian tribunals to the appellate tribunals of Great Britain can have but an infinitesimally small effect on the national law and policy of Great Britain, but is most powerfully influential on the law and the policy and character of the Australian States. The pageantry of royalty exhibited here, the real acts of political control performed at home, and all the functions of commerce and social life performed between us, do but unite us to the mother country as with silken threads, or cords of silver and gold; but the power which the Privy Council and the House of Lords exercise over the property, liberty, and lives of all Australian citizens, on appeal from the highest courts of all Australian courts, anchors us to the mother country as with cables of iron. It is thus not only because of the personal character of the home tribunal, but because also of the nature of the law administered. The judges are the choicest of all the sages of British law. The law administered to us is principally that British law itself. In this respect our position is different from that of any other possible colonial confederacy; from that of the Canadian Dominion in half of which old French law is the basis of existing rights and wrongs; from that of the South African colonies, where Dutch law still dominates or greatly influences all the relations of the people; and from that of the great Indian Dominion, where two hundred millions of subjects live under the sanction of Brahmin and Mohammedan codes. The advantage of British appellate jurisdiction to such countries as these is chiefly political, ethical, and moral—theoretical, mediate, and indirect; the advantages to us are principally legal, immediate, and direct.

Hitherto by far most frequently the questions sent from Australia on appeal have arisen on the common law or the statute law of England in force in all the Australian colonies; and upon such laws it is obviously of the highest possible value to us to secure the most consummate English opinion. So prized by us, indeed, have been the judgments of such a tribunal, that though to procure them we have had to undergo the cost and delay of making "sacrifices" in a temple on the other side of the world, and though the deliverances of our oracle have sometimes been unexpected and sometimes obscure, yet we have never doubted them so far as they were understood, and we still seek them cheerfully and obey them implicitly when they come. No possible local tribunal that we can form in Australia can compare with these British appellate tribunals in respect of the weight and value of their decisions on questions of English common or statute law; and if all the questions arising among us were such only as these, and if the decisions on them could be obtained with reasonable speed and economy, none others would be desired so long as we remain subjects of the British Crown. But there has been in each Australian colony, even from the first, a proportion of questions arising on laws of purely original structure, which are framed to meet purely local wants, expressed occasionally in local language (for instance the pastoral and mining laws), and incapable of the most perfect interpretation by any tribunal uninformed—indeed incapable of being informed—of those surrounding circumstances which, according to the best canons of verbal criticism should always influence the interpretation of laws. Every year will increase the proportion this local law bears to English law in every part of the British dominions, and in this respect every year will diminish the value of an English court of ultimate appeal, and increase the value of a similar local court. We ought also to remember that the increase of local law has been accompanied by a native growth of lawyers. The educated members of all branches of the Australian legal profession have now attained a proportion, both in numbers and in degree of legal accomplishment, which entitles them to enforce their local and national sympathies and interests. To these important professional elements the question of an Australian Appellate Court presents aspects and aspirations deserving of consideration and weight. The present time seems, therefore, a fitting one to take in hand the establishment of a Federal court. But that task will be difficult as well as important.

In constituting the Court it would seem that the individual legislation of all the local Parliaments concerned would not be sufficient; no single Parliament of any colony could legislate as to the acts of a Court sitting outside its own parliamentary jurisdiction. An Imperial Act would seem necessary. In its constitution the Court would seem fitly to include the Chief Justices of all the colonies choosing to join in the scheme; including Western Australia, Tasmania, and New Zealand, if they

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desired. As to the place of sitting, we think that, for the present, Victoria should at once offer to New South Wales at least an alternate honour. But perhaps this and other difficult points would be most easily as well as most perfectly solved by the Court itself, if the power were given to it to determine the place as well as the times of its sittings. These times, whether fixed by law or by the Court itself, would need to be at least four a year. If the sittings were less often, some judgments would be delayed nearly six months, and thus the local court would lose a most advantageous point of comparison with the existing system. One of the practical effects we should feel in Victoria would probably be the necessity of remodelling the existing distribution of judicial labour, and of adding to the numerical strength of the Victorian bench. The labours of the Chief Justice are already greater than those of any of his brethren, and a local appellate court would at once greatly increase his judicial labours and lessen the time in which they must be performed.—*Australian Jurist.*

COURT PAPERS.

THE BANKRUPTCY ACT, 1869.

The following is the order recently issued in regard to the delegation of power to the registrars of the London Bankruptcy Court:—

Whereas, by section 67 of the Bankruptcy Act, 1869, it is enacted that "the Chief Judge in Bankruptcy, and every judge of a local court of bankruptcy, may, subject and in accordance with the rules of court for the time being in force, delegate to the registrar, or to any other officer of his court, such of the powers vested in him by this Act as it may be expedient for the judge to delegate to him":

And whereas, by the General Rules for Regulating the Practice and Procedure of the London Bankruptcy Court, General Rule 2, it is provided that the Chief Judge in Bankruptcy may delegate to the registrars of his court such of the powers vested in him by the Act as such judge may deem expedient to delegate, except the power to make an order to commit a person for contempt:

Now, I the Honourable James Bacon, Chief Judge in Bankruptcy, under and by virtue of the said recited Act and of the said recited General Rules, do delegate to the following Registrars of the London Court of Bankruptcy—viz., William Hazlitt, Henry Philip Roche, James Rigg Brougham, William Powell Murray, Philip Henry Pepys, Esqs., and the Honourable William Cecil Spring-Rice, and to each and every of them the several powers vested in me by the said recited Act and the said recited General Rules, except the power to make an order to commit a person for contempt, and except also the power of hearing any appeal from a local bankruptcy court under section 71 of the said recited Act, and except also the power of hearing a trial before a jury of any question of fact which the parties in any matter desire shall be so tried, under section 72 of the said recited Act.

Dated this 5th day of July, 1870.

JAMES BACON, Chief Judge.

Mr. John Balguy, barrister-at-law, the newly-appointed stipendiary magistrate of the Staffordshire Potteries, has been placed by the Lord Chancellor on the commission of the peace for the county, on the recommendation of the Secretary of State for the Home Department.

A deputation from the Law Societies of Birmingham, Liverpool, Leeds, and Newcastle, had an interview on Wednesday with Mr. Gladstone and Mr. Lowe, in reference to the High Court of Justice Bill, now before the House of Lords. The deputation was introduced by Mr. Dixon, M.P.

Sir Barnes Peacock, late Chief Justice of Calcutta, was sworn in on the 6th July, at Windsor, as one of her Majesty's Privy Council, and will therefore become a member of the Judicial Committee of that body for the hearing of Indian appeals. In the Court Circular Sir Barnes is styled a "baronet," but no official announcement of a baronetcy being bestowed on him has yet been made. There are several precedents, however, to show that this honour has been conferred on the retiring Chief Justices of Bengal. The Right Hon. Sir John Anstruther was created a baronet on being appointed Chief Justice of Bengal in 1798, and the Right Hon. Sir Henry Russell received a similar honour on his return to England, after having served in that office, in 1812. The Right Hon. Sir Edward Hyde East (author of "East's Reports" and "Pleas of the Crown"), was also created a baronet on his return from India in 1823.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 8, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Aug. 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234½
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205 xd	Ind. Enf. Pr., 5 p C., Jan. '72 [illegible]
Ditto for Account	Ditto, 5½ per Cent., May, '79 11[illegible]
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '72 10[illegible]
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	75¾
Stock	Glasgow and South-Western	100	121
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	131
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	71½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	134½
Stock	London, Brighton, and South Coast	100	40½
Stock	London, Chatham, and Dover	100	15¾
Stock	London and North-Western	100	122½
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	69½
Stock	Midland	100	130½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	37
Stock	North London	100	121
Stock	North Staffordshire	100	64
Stock	South Devon	100	47
Stock	South-Eastern	100	76
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

. of hares	Dividend per annum	Names.	Shares.	Paid.	share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	31 2 6
4000	40 pc & bs	County	100	10 0 0	35 0 0
34140	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7 12s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7 12s 6d pc	English & Scot. Law Life	50	5 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4000	5 per cent	Do. New	50	0 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	0 0 0	
20000	5 per cent	Guardian	100	0 0 0	31 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	93 17 6	59 12 6
00000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	26 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
89220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

Early in the week the markets, railways especially, were very brisk; now, however, the exciting position of Spanish affairs has occasioned a general relapse in the stock markets. Foreign securities have fallen, followed by the railway market; the former had already been depressed by some large sales on French account. The markets generally are heavy and in a state of considerable uncertainty. The Colonial and Indian Guaranteed Railway stocks maintain their ground, and the latter are now high in price. The arrangement come to by the Great Indian Peninsula Railway with the Government of India will probably be found to enhance the value of those stocks. The consolidation of the Great Western Railway Guaranteed and Preference Stocks is to take effect on the 16th.

Mr. Charles Ewens Deacon, solicitor, has resigned the offices of Town Clerk of Southampton, Clerk to the Local Board, and

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Secretary to the Cemetery. Mr. Deacon who was certificated in 1825, has held the town clerkship for thirty-two years. Mr. R. S. Pearce, the Deputy Town Clerk, who is in partnership with Mr. Deacon, is a candidate for the vacant office.

The will of the late Mr. William Sharpe, solicitor, of Bedford-row, has been sworn under £30,000 personalty.

Mr. Serjeant Kinglake, M.P. for Rochester and Recorder of Bristol, is at present lying seriously indisposed at his town residence.

A law has been passed in California, under which every insurance company organised under the laws of the State shall furnish the Insurance Commissioner, on or before the first Monday in January every year, with data necessary for valuing all its policies outstanding on the 31st of the previous December. The Insurance Commissioner is authorised to employ a competent actuary, whose remuneration shall be three cents,—1½d. for every 1,000 dols. insured.—*Post Magazine.*

ESTATE EXCHANGE REPORT.

AT THE MART.

June 22.—By Messrs. PRICKETT.

Freehold house, No. 27, Carey-street, Lincoln's-inn, let at £60 per annum. Sold £1,240.

Freehold house, No. 56, Warren-street, Tottenham-court-road, let at £55 per annum. Sold £1,126.

Freehold ground-rents, amounting to £26 5s. per annum, arising out of three brick-built houses and premises, Nos. 57, 58, and 59, Warren-street, Tottenham-court-road. Sold £1,300.

Leasehold house and premises, No. 66, Warren-street, Tottenham-court-road, let at £50 per annum. Sold £346.

June 28.—By Messrs. DRIVER.

Freehold residence, known as Bramley-house, near Guildford, Surrey, with pleasure grounds, stabling, cottages, corn mill, house, and homestead, buildings, and land, containing 33a. 0r. 14p. Sold £8,000.

Freehold messuage, situate as above, let at £20 13s. per annum. Sold £385.

Freehold, 3a. 3r. 16p. of land, situate as above. Sold £410.

Freehold, 3a. 3r. 15p. of land, situate as above. Sold £300.

Freehold, 3a. 0r. 37p. of land, situate as above. Sold £180.

Freehold, 1a. 0r. 1p. of land, situate as above. Sold £125.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold residential estate, known as Beaver Hall, Southgate, with stabling, farmyard, buildings, pleasure grounds, and land, containing 40a. 1r. 16p. Sold £22,500.

Freehold 4a. 3r. 32p. of orchard, garden, and meadow land, with two cottages and buildings thereon, situate in Green-lanes, Stoke Newington. Sold £7,550.

Leasehold two residences, Nos. 19 and 21, Westbourne-park-villas, let at £55 each per annum, term 500 years from 1843, at £10 per annum. Sold £1,025.

By Mr. P. D. TUCKETT.

Freehold residence, No. 3, Hawbridge-terrace, Park-road North, Acton, let at £28 per annum—sold £335; ditto, No. 4, ditto, at £28—sold £300; ditto, No. 5, ditto, at £30—sold £300; ditto, No. 6, ditto, at £28—sold £310; ditto, No. 7, ditto, at £30—sold £320; ditto, No. 8, ditto, at £30—sold £330; ditto, No. 12, ditto, at £35—sold £375; ditto, No. 13, ditto, at £35—sold £355.

Leasehold residence, No. 14, Carlton-villas, Park-road North, Acton, term 96 years unexpired, at £4 per annum. Sold £210.

Leasehold two residences, Nos. 16 and 17, Carlton-villas, term same as above, at £8 per annum. Sold £405.

Freehold residence, known as Higham-house, Winchelsea, Sussex, with pleasure grounds, buildings, and land, containing 1a. 3r. 27p. Sold £1,080.

By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Leasehold house, No. 28, Bolton-road, St. John's-wood, annual value, £50; term, 99 years from 1858, at £8 10s. per annum. Sold £550.

Leasehold house, No. 7, Hasborough-street, Harrow-road, let at £60 per annum; term, 99 years from 1859, at £7 per annum. Sold £565.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAGSHAWE—On July 1, at 46, Belsize-square, Hampstead, the wife of W. H. G. Bagshawe, Esq., of a son.

HAWES.—On June 27, the wife of W. F. Hawes, Esq., barrister-at-law, of a son.

MARRIAGES.

RAMSDEN—SALMON—On June 1, at St. Alban's Church, Jamaica, Richard Ramsden, Esq., of Camp-hill, Nuneaton, Warwickshire, and of the Inner Temple, to Elizabeth Frances eldest daughter of the late John Stokes Salmon, Esq., of Bagdale, St. Elizabeth's.

DEATHS.

BETTS—On July 2, at 3, South-square, Gray's-inn, Richard Christian Betts, Esq., barrister-at-law, of the Inner Temple, aged 40.

HORNE—On June 23, at 10, Atholl-crescent, Edinburgh, Donald Horne, Esq., Writer to the Signet, in the 84th year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, July 1, 1870.

LIMITED IN CHANCERY.

Cardiff and Newport Colliery and Ironstone Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 10, appointed Alfred Elborough, of 26, College-street, to be official liquidator. Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to Alfred Elborough, of 26, College-street. Friday, August 5, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Millwall Iron Works, Ship Building, and Graving Docks Company (Limited).—Petition for winding up, presented June 30, directed to be heard before the Master of the Rolls on July 9. Parker & Co, Bedford-row, solicitors for the petitioners.

Teignmouth Pier Company (Limited).—Vice-Chancellor Malins has fixed July 7, at 1, at his chambers, for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

Brunswick Steam Saw Mills Company (Limited).—An amended petition for winding up, presented June 30, directed to be heard before Vice-Chancellor Wickens, at his chambers, 7, Stone-buildings, on July 12, at four. Lowndes & Co, Liverpool, solicitors for the petitioners.

TUESDAY, July 5, 1870.

UNLIMITED IN CHANCERY.

Central Cornwall Railway Company.—Petition for winding up, presented July 4, directed to be heard before Vice-Chancellor Malins on July 15. Bell & Stewards, Lincoln's-inn-fields, for Gurney & Co, Launceston, Cornwall, solicitors for the petitioner.

Laugharne Railway Company.—Vice-Chancellor James has, by an order dated June 25, ordered that the above company be wound up. Ashurst & Co, Old Jewry, solicitors for the petitioner.

Skipton and Wharfdale Railway Company.—Vice-Chancellor Malins has, by an order dated June 25, ordered that the above company be wound up. Webb, Gresham-street, for Robinson, Skipton, solicitor for the petitioner.

LIMITED IN CHANCERY.

Commercial Indemnity Corporation of Great Britain (Limited).—Vice-Chancellor Malins has, by an order dated June 24, ordered that the above company be wound up. Bellamy and Strong, Bishopsgate-street, Without, solicitors for the petitioners.

London Depository Company (Limited).—Vice-Chancellor James has, by an order dated May 5, appointed James Harris, of 8, Old Jewry, to be official liquidator.

Ebury Lead Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated June 24, ordered that the above company be wound up. Snell, 1, George-street, Mansion-house, solicitor for the petitioner.

Trowbridge Water Company (Limited).—Petition for winding up, presented July 4, directed to be heard before Vice-Chancellor Malins on July 15. Russell & Co, Old Jewry-chambers, solicitors for the petitioners.

Fortune Copper Mining Company of Western Australia (Limited).—Vice-Chancellor James has, by an order dated June 25, ordered that the above company be wound up. Daw, Argyle street, Regent-street, solicitor for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 1, 1870.

Bilton, Wm, South Audley-st, Middx, Licensed Victualler. July 20. Luscher v Bilton, V.C. Stuart. Sherrard, Clifford's-inn.

Butler, Mary Ann, Earl's-court-terrace, Kensington, Widow. July 14. De Boado v Ward, V.C. Stuart. Clarke, Essex-street, Temple.

Dyson, Hy Lesh, Bradford, York, Contractor. July 27. Waugh v Little, V.C. Malins. Rawson & Co, Bradford.

Gage, Wm, Monks Eleigh, Suffolk, Farmer. July 16. Alexander v Gage, V.C. Malins. Robinson & Co, Hadleigh.

Greene, Anthony Sheppey, Lewes, Sussex, Esq. July 28. Smythe v Munn, M.R. Senior & Co, New-inn, Strand.

Hulme, Chas, Smallwood, Chester, Farmer. July 28. Hulme v Hesketh, M.R. Tomkinson, Bursiem.

Mackenzie, Jessy, Bath, Widow. July 26. M.R. Bolton, New-square, Lincoln's-inn.

Mart, John, South Normanton, Derby. July 29. Mart v Adlington, V.C. Malins. Cursham, Mansfield.

Parker, Chas, Wickham Skeith, Suffolk, Farmer. July 25. Parker v Page, V.C. James. Walter & Mooje.., Southampton-street, Bloomsbury-square.

TUESDAY, July 5, 1870.

Allan, Thos, Compton, York, Farmer. July 20. Betham v Allan, V.C. Bacon. Coates, Wetherby.

Drake, Jas Wm Fairleigh, Long Ditton, Surrey, Gent's Servant. July 20. Drake v Benjamin, V.C. Bacon. Day, Queen-street, Mayfair.

Fenton, John Jas, Bath, Esq. Sept 21. Rose v Lewis, V.C. Stuart. Smith, Bath.

Greener, Wm, Birm, Gunmaker. Aug 1. Mannox v Greener, V.C. Malins. Milward, Birm.

Groome, Hy A, King's Langley, Herts, Brewer. Aug 1. Groome v Groome, M.R. Lewin, Southampton-st, Strand.

Paris, John Ellis, Brommell's-passage, High-street, Clapham, Rag Merchant. July 28. Paris v Sergeant, M.R. Chester, Newington-butts.

Pitchers, Jas, Gt. Yarmouth, Norfolk, Fishing Merchant. July 30. Coultwas v Swan, V.C. Stuart.

Siviter, Wm, Blake Heath, Rowley Regis, Stafford, Licensed Victualler. July 20. Woodbridge v Patrick, M.R. Shakespeare, Oldbury.

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Stopford, Chas Philip Joseph, Bath, Somerset, Captain. July 18. Davies v Davies, V.C. Malins. Harris, Bishopsgate Churchyard.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 1, 1870.

Cuppage, Ann Bellenden, Baker-st, Portman-sq, Widow. Sept 1. Steele & Sons, Bloomsbury-sq.
Dinah, Bridget, How, Exeter, Spinster. Sept 1. Hooper, Exeter,
Fryer, Mary, North Shields, Northumberland, Spinster. Sept 1. Leitch & Co, North Shields.
Holloway, Wm, East Ham, Essex, Farmer. Aug 1. Wilson & Son, Basinghall-st.
Johnson, Robert, York, Auctioneer. Oct 1. Walker, York.
Knights, Geo, Richmond, Surrey, Saddler. Aug 1. Reed & Lovell, Guildhall-chambers.
Lee, Leonard, Leeds, Wine Merchant. Sept 30. Snowdon & Sons, Leeds.
Matthews, Thos, Aberbechan Hall, Montgomery, Gent. Aug 1. Woosnam, Newtown.
Milner, Wm, Kingston-upon-Hull, Licensed Victualler. Aug 4. England & Co, Hull.
Milton, Eliz, Byworth, Sussex. Spinster. Aug 30. Sedgworth & Co, Abingdon.
Mitchell, Eliz Ann, Brighton, Sussex, Widow. Aug 13. Yeasey, Baldock.
Phippen, Robert, Bedminster, Bristol, Solicitor. Aug 26. Fry & Otter, Bristol.
Purdue, Hy, Oxford, Wine Merchant. Sept 1. Hester, Oxford.
Stacey, Wm, Sheffield, Licensed Victualler. July 25. Rodgers & Thomas.
Stockwell, Joseph, Morley, York, Cloth Manufacturer. Sept 30. Snowden & Son, Leeds.
Sutton, Catherine, Leire, Leicester, Spinster. Aug 1. Fox, Lutterworth.
Treleaven, Wm, Saint Austell, Cornwall, Gent. July 30. Shilson & Co.
Vyner, Fredk Grantham, Newby Hall, York, Esq. Aug 27. Bennett & Co, New-sq, Lincoln's-inn.
Wharton, Geo, Sheffield, Steel Merchant. Aug 1. Ryalls & Son, Sheffield.
Wilson, Thos, Piersebridge, Durham, Shoe Maker. Aug 1. Wooler, Darlington.
Wright, Thos, Overton-by-Frodsham, Chester, Yeoman. Aug 2. Ashton, Frodsham.

TUESDAY, July 5, 1870.

Adams, Susanna, West Teignmouth, Devon, Widow. Aug 8. Jordan, West Teignmouth.
Barton, Robert, Pettigo, Fermanagh, Ireland, Lieut R.N. Aug 10. Roberts & Simpson, Moorgate-st.
Bushell, Fras, Alicant, Spain, Merchant. Aug 20. Barnes & Bernard, Great Winchester-st.
Cook, John, Albany-st, Capt Militia. July 20. Blewitt, New Broad-st.
Cowell, Matilda, Lee, Kent, Widow. Aug 5. Barrett, Wakefield.
Duce, Margaret Comb, Enfield Highway, Middlesex, Widow. Aug 8. Cole, Waltham Cross.
Gillett, Thos, Kilkenny Farm, Oxford, Corn Dealer. Oct 1. Price & Son, Burford.
Harris, Rees, Llanguicke, Glamorgan, Contractor. Sept 1. Kempthorne, Neath.
Hawgood, Sarah, Durham-pl, Seven Sisters'-rd, Widow. Aug 1. Dowse & Darville, Lime-st.
Heilon, Hannah, Kirby, Cumberland, Widow. Aug 29. Hayton & Simpson, Cockermouth.
Henderson, Rev Joseph Rawlinson, Dufton, Cumberland. Aug 3. Young & Co, Essex-st, Strand.
Oppenheim, Gustav, Manch, Calico Printer. Sept 1. Earle & Co, Manch.
Oxby, Sarah, Fulbeck, Lincoln, Spinster. Aug 31. Cockayne & Talbot, Nottingham.
Plaxtow, Jas, Surrey-sq, Old Kent-rd, Licensed Victualler. July 23. Randall & Son, Tokenhouse-yard.
Plumridge, Sarah, Tuchen End, Berks, Widow. Aug 1. Brown, Maidenhead.
Robinson, Mary, Hastings, Sussex, Innkeeper. Aug 12. Meadows & Elliott, Hastings.
Sturland, Thos Tildasley, Wylde-green, Warwick, Metal Broker. Oct 1. Best & Horton, Birm.
Thompson, Susanna, Southampton, Widow. Aug 4. Pearce & Marshall, Portsea.
Tudman, Edward, Whitchurch, Salop, Wine Merchant. Aug 1. Jones, Whitchurch.
Webb, Benj Johnson, Topsham, Devon, Surgeon. Sept 1. Huggins, Exeter.
Wells, John, or Geo Edenfield, Hazelbeech, Northampton, Schoolmaster. July 12. Bremner, Lpool.
Williams, Thos, Cowley grove, Hillington, Middlesex, Esq. Aug 20. Thomas & Hollams, Mincing-lane.
Wilson, Geo, High Roothing, Essex, Farmer. July 31. Kearsey, Old Jewry.
Wise, Geo, Tonbridge, Kent, Tonbridge Ware Manufacturer. Oct 1. Stenning, Tonbridge.

Bankrupts

FRIDAY, July 1, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barker, Stephen, Barnet-st, Hackney-rd, Corn Chandler. Pet June 29. Hazlitt. July 13 at 11.
Bell, Geo, Gt Northern Potato Market, King's-cross, Potato Salesman. Pet June 30. Pepys. July 12 at 12.
Thompson, Jane, Old Cavendish-st, Milliner. Pet June 28. Pepys July 12 at 12.
Tichborne, Sir Roger Chas Doughty, Harley-rd, Brompton, Bart. Pet June 29. Hazlitt. July 13 at 12.

To Surrender in the Country.

Davies, Edmund Ryder, Halberton, Devon, Clerk in Holy Orders. Pet June 30. Daw. Exeter, July 12 at 12.
Priestley, Luke, & Isaac Roper, Horton, York, Worsted Stuff Manufacturer. Pet June 28. Robinson. Bradford, July 12 at 9.
Revett, John, Kelvedon, Essex, Licensed Victualler. Pet June 23. Barnes. Colchester, July 15 at 9.30.
Sykes, Hy H., Nottingham, Draper. Pet June 26. Patchitt. Nottingham, July 12 at 11.
Tadman, Jeffrey, Kingston-upon-Hull, Vegetable Merchant. Pet June 25. Phillips. Kingston-upon-Hull, July 13 at 11.
Thompson, Hy, Lpool, Provision Merchant. Pet June 29. Hime. Lpool, July 21 at 2.
Urquhart, Arthur, Sunderland, Durham, Grocer. Pet June 29. Ellis. Sunderland, July 15 at 11.
Westby, Jocelyn Tate Fazackerley, Kirkham, Lancashire, Gent. Pet June 28. Myres. Preston, July 20 at 10.
York, Levi, Wednesbury, Stafford, Engineer. Pet June 27. Clarke. Walsall, July 13 at 12.

TUESDAY, July 5, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Edwards, Hy Arthur, Upper Thames-st, Newspaper Proprietor. Pet June 30. Roche. July 18 at 11.
Meisenheimer, Wendel, Liverpool-rd, Islington, Baker. Pet June 22. Spring-Rice. July 16 at 12.

To Surrender in the Country.

Bolus, Geo, Birm, Edge Tool Manufacturer. Pet June 29. Chauntler. Birm, July 15 at 10.
Dalloe, Thos, Droitwich, Worcester, Butcher. Pet June 30. Crisp. Worcester, July 18 at 11.
Farbon, Wm, West Deeping, Lincoln, Miller. Pet June 25. Gaches. Peterborough, July 16 at 1.
Hawcroft, Joseph, Sale, Cheshire. Pet June 23. Kay. Manch, July 22 at 12.
Hieras, Wm, Lpool, Baker. Pet June 29. Hime. Lpool, July 19 at 2.
Hoare, John Chapman, Little Hadham, Hertford, Miller. Pet July 1. Spence. Hertford, July 26 at 11.
King, Richd, Armstrong-st, Plumstead, Builder. Pet July 1. Bishop. Greenwich, July 25 at 12.
Onions, John, Netherton, Worcester, Ironmaster. Pet June 20. Walker. Dudley, July 15 at 12.
Stanley, Wm, & Edwd Stanley, Morpeth, Northumberland, Watchmakers. Pet June 30. Mortimer. Newcastle, July 16 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, July 1, 1870.

Beeman, Ebenezer, Tonbridge, Kent, Farmer. June 28.

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The Solicitors' Journal.

LONDON, JULY 16, 1870.

WE LEARN that the Committee of the Judicature Commission who were appointed in January last to deal with the County Courts, Local Courts, and Courts of Quarter Sessions, have produced a memorandum on these subjects, in the nature of a report for the use of the commission.

With regard to extension of jurisdiction, they consider that the evidence which has been taken before the committee coincides with public opinion in pointing to an extension of county court jurisdiction, both as regards the amount and the nature of the subject-matters of litigation; and they observe that one mode of extending the jurisdiction would be to allow plaintiffs to sue in the county court, entirely irrespective of amount or subject-matter, defendants being at liberty to remove into the superior courts (whether of law or equity), the removal being as of right where the amount is over a certain limit, and on certain conditions, and on cause shown when below the limit; a suggestion is also noticed that no defendant should be allowed to remove without first disclosing by affidavit a substantial defence on the merits, and that a plaintiff might be permitted to remove where the defence raises a question appropriate for a superior court. If these extensions should be found to work well the committee consider that the incorporation of the County Courts with the High Court of Justice as Courts of First Instance would naturally follow, but they query whether this change might not be made at once.

With regard to the classification of business, the committee notice one great cause of complaint—viz., the non-separation of the undefended cases (which form so large a portion of county court business), from claims *bonâ fide* disputed, an evil which would obviously be largely increased if the jurisdiction were enlarged without the introduction of any kind of classification; to meet this there has been suggested the assignment of certain county court towns in each district (the circuits being re-arranged, and probably diminished in number) for the trial of the more important *bonâ fide* contested cases, the subordinate County Courts (one of which might be appended to each principal Court) might, it is suggested, be each presided over, at a lower salary, either by a registrar as assistant judge, or by a barrister or solicitor sitting as judge but exempt from registrar's duties.

For the inconvenience, which has been matter of complaint against the county courts, as contrasting unfavourably in this respect with the local courts—of plaintiffs having always to be prepared with proof whether defence be likely or unlikely, and of the length of time between plaint and judgment-by-default—the committee can suggest no adequate remedy, except an extended issue of judgment-by-default summonses, which, again, might let in miscarriages of justice as against that class who are defendants in the very-small-debts cases. The committee throw out a hint, however, that this risk might possibly be obviated by the use, for judgment-by-default summonses, of peculiar coloured paper, the meaning of which would become matter of public notoriety, with the requirement of an affidavit of personal service, or (as some witnesses have suggested) service on defendant's wife. The committee note a unanimity of evidence in favour of allowing judgment-by-default in all claims over £5.

As to Service of Process, the committee think it reasonable that plaintiffs should be allowed the option of serving summonses themselves (or by their attorneys). High bailiffs they consider a necessary appurtenance to the courts which do the largest businesses; but all officers, they think, should be remunerated by salaries, and not by fees.

With regard to Expense of the County Court System, and the objections which have been made on this score, the committee suggest that in the smaller towns the county court might be kept open only one day (market-day) or two days per week instead of six, which would lower the expenses of providing for registrars' attendance, since one chief registrar per circuit, with clerks' or other professional help, could so, in most cases, get through all the business. They state it to be in evidence that the substitution of chief for deputy registrars was better for the profession than for the public.

The committee next proceed to deal with what for the sake of brevity they christen the "Banking System," under which the defendant pays his judgment debt to the Court and the Court passes the money on to the plaintiff; to abolish which would be to dispense with half (six) of the books now kept and a considerable proportion of the clerks. On this point there appears to be a considerable conflict of testimony, the majority of county court officials reprobating the idea of such a change, and those of local courts where the same system has not obtained, taking the opposite view. The former say—firstly, that the collection of the judgment debts by plaintiffs personally would be attended by numerous breaches of the peace, to which the committee reply that that would probably be otherwise if (as in the case of bastardy orders) it were made the defendant's business to come and pay the money, and not the plaintiff's to go and demand it;—and secondly, that in cases of execution or default in payment of instalments, there would ensue a very inconvenient uncertainty as to the amount which defendant had really paid, for which the committee suggest no remedy, but think the evil exaggerated, and query whether it would not be outweighed by the *per contrâ*. For the protection of defendants they would require from plaintiff, before execution, an affidavit of the sum due, giving the judge power to fine him for exaggeration; and they recognise the appropriateness of the post-office for payments passing between parties living distant from each other.

They advise the Payment of Fees by Stamps, as withdrawing a temptation from the lesser officials, and effecting a saving in clerks, treasurers, &c., subject to some simplification of the fee scale; no return of hearing fee could be made under the stamp system.

Criminal Jurisdiction should not, in their opinion, be added to the present Jurisdiction of the County Courts.

Finally, the committee state it as their opinion that all the Local Courts of Civil Jurisdiction might be abolished,—excepting the Stannaries Court and the Lord Chancellor's Courts of the Universities of Oxford and Cambridge, and reserving the question as to the Mayor's Court (London), the Liverpool Court of Passage, and the Salford Hundred Court of Record.

No alteration is recommended as to Quarter Sessions beyond the recommendations of the Commissioners' First Report, but the committee observe that the time for holding Quarter Sessions must depend on that of the Assizes, a matter not before them.

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WE PRINT IN ANOTHER COLUMN the report of the Select Committee of the House of Commons—appointed to inquire into the law of compensation for accidents as applied to railway companies, and also into the question whether precautions ought not to be taken to prevent accidents. The report is not what would be called a strong one. The proceedings of the committee show that they were nearly evenly divided on the more important questions, and the result is that the recommendations upon which they finally agreed do not probably represent with exactness the views of any member of the committee.

The practical effect of the report, except that it may slightly influence the Lord Chancellor in his preparation of rules of procedure of the High Court, will be *nil*. The committee do not concur in the recommendation of the Royal Commissioners of Railways in 1867, which they quote in their report—to the effect that the liability of the companies should be extended so as to make them insurers of their passengers except as to the consequences of their own negligence, but that the amount of the compensation should be limited. The committee prefer that a new tribunal should be established to administer the same law as is now administered. Their views as to the composition of this tribunal are rather vague, being simply that it shall not have a jury, and that it shall be sufficiently strong to secure the confidence of the public and possess adequate legal experience, and be assisted by engineering and medical advice.

They recommend to the careful consideration of her Majesty's Government the best mode of constituting such a tribunal. If the subject should be mooted again shortly we expect to hear from her Majesty's Government that they have too much on their hands to undertake this careful consideration at present, and that the committee was appointed for the purpose amongst other things of undertaking themselves this careful consideration and not of recommending it to some one else. As regards the limitation of amount of liability, the committee think that if their ideal tribunal is established no alteration of the present law will be required, but that a jury ought to be restrained from giving more than £1,000 to a first-class passenger; £500 to a second; and £300 to a third. We confess ourselves somewhat at a loss to understand this recommendation, but presume it to mean that the companies have failed to make out their main proposition—viz., that the fares they are entitled to charge are not sufficient fairly to cover the risk, but that they have shown that the amounts are occasionally unfairly assessed. If so, we fail to see the fairness of establishing an arbitrary limit. This seems as unfair as anything any jury have ever done. Inasmuch, however, as there can be no doubt that changes are impending in the constitution of all our tribunals, the result of this alternative recommendation on the subject of limiting the liability must be taken to be a report against any such limitation. We presume we shall at some time, more or less early, have the practical recommendations of the Judicature Commissioners carried out, as well as some of the theoretical ones which have been so much discussed of late. We take these practical recommendations to include a system whereby the nature of each dispute may be ascertained as early as possible in the proceedings, which to this point are to be uniform, and thereupon a mode of trial may be appointed such as may be most appropriate to the nature of the dispute when so ascertained. When we get such a system it will be only in the ordinary course to have questions of amount of compensation for personal injuries referred to official referees of the character contemplated by the report now presented. The result, therefore, comes to this,—that if the High Court of Justice Bill passes and rules are made carrying out the intention of the Judicature Commissioners, or even if such rules are made for our present courts, there will be, in the opinion of this Committe, no reason for limiting the liability of railway companies.

As regards the question whether any further precautions ought to be taken by companies to prevent accidents, the committee again confine themselves to recommending the evidence they have taken to the consideration of railway directors. They were equally divided on the question whether they should report that the evidence they had taken was "strong" evidence, but by the casting vote of their chairman they decided not to do so.

THE "TIMES" OF WEDNESDAY LAST contained a leading article commenting severely on the supposed misconduct of Baron Bramwell, in refusing to sit as a judge of the Queen's Bench at Nisi Prius, and so to enable that court to be kept open until Thursday the 14th, which should have been the last day of the sittings. Now, everyone in the profession knows that Baron Bramwell has had an easy time during the present legal year. He has tried the only election petition that there has been, but he has escaped all circuits, and probably he has not sat in court or in chambers for more than about twenty days during the year. He also availed himself of this leisure at the early part of the year to take a foreign tour, starting, however, before Mr. Justice Hayes' death had thrown additional work on the other judges, and before the Judges' Jurisdiction Act had passed, which might have enabled him to render assistance in other courts. The waste of judicial power which the recent inactivity of Baron Bramwell proves to be possible, is, therefore, a most fair subject of comment.

The occasion which our contemporary has chosen for its text is, however, a most unhappy one, for Baron Bramwell has been sitting in his own Court of Exchequer during the last three days of the Nisi Prius sittings; there, and by his aid, we believe, the list was got through on the last day. The three judges of the Exchequer had all started on their circuits, and therefore if it had not been for the services of Baron Bramwell, an election judge, being available, the list of that court would not have been concluded. It may be that there were more arrears in the Queen's Bench, but it cannot be doubted that the Baron's first duty was to his own court, and if he did refuse to assist in the Queen's Bench (which is a mere assumption of our contemporary, and which certainly was not stated by the Chief Justice), it was doubtless on the ground of his being wanted in his own court.

One reason why the Courts have not all been able to sit to the end of the usual sitting is no doubt this—that owing to Easter falling in term time, the end of the sitting falls three days later than usual. Most of the judges in fixing their circuits seem to have ignored this, or at all events they did not act in concert so as to provide for at least one judge of each court being in town till the end of the sittings. In fact, however, it would be difficult to secure that end, for it is only the chiefs who are responsible for sitting at Nisi Prius (for which they receive an additional salary), and who are bound to make their business arrangements so as to enable them to do so. The puisne judges only assist their chiefs at Nisi Prius as a secondary duty, when they have no duties elsewhere. As regards the chief justices, it cannot be said that any of them have neglected their duty. The Chief of the Queen's Bench happens to be the judge on duty at the Old Bailey, a duty imposed upon him as judge of the North Wales circuit, who, beginning his circuit later than the others, always takes the Old Bailey for July. On this occasion it happens that when the days for the sittings at the Old Bailey were chosen in November last, long before the present difficulties could have been forseen, the July session was fixed for this week. The session also happens, unfortunately, to be a very heavy one. As regards the Exchequer, the Chief Baron certainly started two days before the end of the sittings, but he probably knew that he could rely on the services of Baron Bramwell, to which he had a claim prior to that of the Chief

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of the Queen's Bench. As regards the Common Pleas, the Chief Justice has deferred the commencement of the Home Circuit until the conclusion of the London sittings, and he was able at all events to sit for half of the last day, going down to Hertford in the afternoon. In this court, however, the cases in the list were so long that several of them, if begun, would probably not have been finished, and so were postponed. It is well known that, unless there is a reasonable probability of trying and finishing a cause, it is better to postpone it early rather than have the expense of keeping witnesses waiting about the court for two or three days at a time on two different occasions.

AS WE MENTIONED when discussing the subject at length (*ante* p. 549 and 570), benefit building societies are now governed by 6 & 7 Will. 4, c. 32, and those provisions of 10 Geo. 4, c. 56 and 4 & 5 Will. 4, c. 40, which, although those Acts are repealed, are kept on foot for the purpose of building societies. By a bill now before Parliament is is proposed to repeal 6 & 7 Will. 4, c. 32, and by implication the provisions of the other two Acts, and to substitute for them the provisions of the bill; but the bill proposes rather to consolidate than to alter the existing law relating to these societies. Some alterations are, however, to be made of which the most important are the following:—The appeal to the quarter sessions in the case of the registrar refusing to certify all or any of the rules transmitted to him is abolished. The restriction of the amount of shares to £150 is abandoned. The rules are to state the manner in which the funds of societies are to be invested. The rules are to provide for a general statement of the funds and effects of the society, with an account of all moneys received and expended on behalf the society, being prepared at least annually and attested by two or more members of the society or other persons appointed by the auditors and countersigned by the secretary. Amalgamation of two societies or the transfer of engagements from one society to another is to be feasible with the consent of the major part of the trustees and of the committee of management of both societies or of the majority of the members of each such society. A society is to be wound up voluntarily by five-sixths of the members signing the proposed plan of dissolution; or compulsorily on the petition of any member or creditor if the Court shall so order. "The Court" throughout the Act is to mean in England the county court of the district in which the society carries on business. Lastly, there is a clause in the bill empowering societies to receive deposits or loans "to be applied to the purposes of the society," but no member is to receive any interest or dividend by way of annual or periodical profit upon his share until it is paid up or realised, or he withdraws from the society. This clause will set at rest the *vexata quæstio*—Can building societies borrow money?—certainly as regards all future societies, and, as regards existing societies also, if it is held to be so far retrospective as to sweep them in, or is made so before the bill becomes law. This clause, and the provisions placing building societies under the jurisdiction of the county courts, are practically the most important innovations of the bill.

MR. STANSFELD stated in the House of Commons, on the 8th, in reply to a question by Mr. Salt, that in his opinion the present arrangements respecting the business of the Accountant-General in Chancery's office were, especially as regarded the Long Vacation, unreasonable; and that the whole subject was being considered by the Lord Chancellor and the Treasury. We are very glad of this latter assurance. We have before now had occasion to comment on the hardship of having the fount of justice sealed up in certain cases for a quarter of a year; the inconvenience as regards moneys in court may be more prosaic, but it is quite as inconvenient. As the matter now is, not a penny can be got out of court during the long period for which the office of the Accountant-General is closed. Solicitors can bear witness how very inconvenient that often proves to suitors. We do not want to make the Long Vacation as busy as term time. The lawyers and the officers earn their holiday, and the public are all the better for their having it; but, just as a "vacation judge" is appointed to provide for pressing matters of injunction, and so forth, there should be some representation of the Accountant-General's office, accessible during the Long Vacation, for the transaction of urgent money matters.

THE SUPERIOR COURTS sent 116 actions in tort to the County Courts for trial last year, under section 10 of the Act of 1867. The total amount claimed was £32,000, but only £2,880 was recovered; 66 of the actions were successful. In eight cases the claim was for £1,000 (including one for £1,300), and only three were successful, the damages awarded being £50 in each case. There were twenty-one claims for £500 each, thirteen of which were successful, but only to the extent of £975 in the aggregate. In no case was the sum claimed recovered, the nearest approach to the full amount being in a case in which £250 was claimed and £200 recovered. In one case where £200 was claimed 5s. was awarded, and in numerous cases where the sums claimed were from £200 to £300 the verdicts varied from £2 to £10. In most of the unsuccessful claims the defendants appear not to have thought it worth while to tax their costs. The obvious inference from these facts is that a large proportion of these actions were of the kind termed speculative.

THE DEATH OF LORD JUSTICE GIFFARD has robbed us of one of the ablest judges who ever adorned the Bench. A strange sad fatality has attended the occupants of the Lord Justices' Bench since the dissolution of the long companionship of the late Lords Justices Knight-Bruce and Turner. Sir G. J. Turner survived his colleague scarcely nine months; Sir John Rolt had scarcely sat for six months when he was struck down by paralysis, and, though still living, never returned to the Court. Sir C. J. Selwyn, to all appearance the most robust among his fellows among the bench, the "light blue" oarsman of earlier years, was taken by death in the year following; and now Sir G. M. Giffard, has been summoned to join his predecessors. No sounder lawyer, no stronger, keener, or quicker intellect, and no better gentleman has ever been raised to the English bench. In our obituary notice we shall be able to speak of him at greater length; and, in the meantime, we must express our sincere sympathy with the eloquent tribute offered to his memory yesterday by Lord Justice James, the colleague who never met him on the bench. Sir W. M. James's speech will be found printed in another column.

THE RIGHTS OF HUSBANDS IN THE DIVORCE COURT.

The agitation in some quarters for "women's rights" has called forth in other quarters the most indignant protests against these most modern of modern theories by which women are affirmed to be as much entitled as men to all civil, political, and proprietary rights. The discussion goes on hotly in the Houses of Parliament and outside the Houses of Parliament, and as far as we can see at present it is likely to continue for some time to come. With the political aspect of these questions we do not interfere. We only deal with their actual or probable effects upon the existing law. In the discussions upon this subject at public meetings and elsewhere a surprising amount of ignorance as to the real state of the law is frequently exhibited, and we now take the opportunity of noticing a case in which much information on this subject may be found.

It has happened just at this period when questions respecting the rights of married women have been attracting so much public attention, that a case has arisen in the Divorce Court in which a husband has made

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the boldest claims respecting the exercise of marital rights. It would be difficult to find a parallel for such claims so plainly set forth under such circumstances in any other reported case. The case we speak of is *Kelly* v. *Kelly*, decided by Lord Penzance (18 W. R. 191), and affirmed on appeal by the Full Court (18 W. R. 767). The material facts of the case are all found in the judgment of Lord Penzance in the court below. The suit was by Mrs. Kelly for judicial separation from her husband the respondent, the Rev. James Kelly, on the ground of cruelty. He opposed the application, and defended himself in person. Before the circumstances arose on which the charge of cruelty was founded a sister of the petitioner had left her £5,000, a great part of which was lost by the investments the respondent made of it. The petitioner being unable to obtain from her husband a clear idea of her rights and those of her son under her sister's will, wrote, without her husband's knowledge, to her brother-in-law to see the will for her and to explain it, and some correspondence passed between them on the subject. Some of these letters fell into the respondent's hands, and he resented very much this step of his wife's. About the same time the petitioner's son quarrelled with the respondent, and the petitioner to some extent took the son's part. The subsequent acts of the respondent are thus stated by Lord Penzance in his judgment :—"He (the respondent) commenced opening her letters and calling her a vile traitor and apostate. He told her that no modest woman would associate with her more than with a prostitute, and that she had given her confidence to another man, &c., &c. He refused to sit at meals with her; he insisted on occupying a separate bed-room ; he told the servants to take orders from him and not from his wife; he forbade her to visit the poor of the district and desired her not to attend the sacrament. Some months passed in this way. The respondent kept apart from his wife all day, except at family prayers, and even then he appears to have had little or no communication with her, except in the way of rebuke or reproach." There was a great deal more evidence of this sort of conduct by the respondent towards the petitioner. When the respondent was with the petitioner for a short time "he occupied the time in what he called 'putting her sin before her,' and in strong, coarse and abusive terms applying to her the same epithets and language as would be applicable to a woman who had been guilty of adultery." "She was entirely deposed from her natural position as mistress of her husband's house." "In short, she was treated as a child or a lunatic."

"Withheld from the performance of her household duties, subordinated to servants, penniless, and, so far as her husband could effect it, friendless, the daily life of this lady was little better than an imprisonment, the solitary silence of which was broken only by the language of harsh rebuke, foul words, and epithets of insult, indignity and shame." Under this treatment the petitioner became ill, and left the respondent's house. As to the conduct of the petitioner under these circumstances Lord Penzance says, "It would be difficult for a wife to play her part in so critical and painful a situation in a more becoming manner."

Subsequently Mrs. Kelly, as was not unnatural, wished not to live any longer with the respondent, and commenced a suit for judicial separation. The respondent did not deny the acts we have before stated, but contended that such conduct did not amount to cruelty on his part, and that it furnished no sufficient reason why his wife should not continue to live with him.

Lord Penzance decided that the respondent's acts amounted to cruelty as they had endangered the health of the petitioner, and he decreed a judicial separation. This judgment of Lord Penzance is worth a careful perusal for the sake of seeing how it guards against extending the definition of cruelty (of course, apart from physical violence or injury) to any conduct, however cruel in fact, so long as the wife's health or personal safety are not endangered. The judgment commences with a most curious sentence. After saying that the peculiarity of the case was the adoption by the respondent of a deliberate system of conduct towards his wife with a view of bending her to his authority, Lord Penzance goes on, "A man who sets about to achieve this end by *purposely* rendering a woman's *daily life unhappy* is *in danger* of overstepping his rights, as he is *pretty sure* to fall short of his duties." This is a very full recognition of marital rights. To "purposely render a woman's daily life unhappy" is not necessarily to overstep the rights of a husband or to fall short of his duties ; but in doing so, he is only in danger of overstepping his rights, and pretty sure to fall short of his duties. The rest of the judgment dwells most strongly on the fact of the danger to the health of the petitioner, of the clearness of the evidence, and on the self-command of the petitioner during all this ill-usage. The learned judge refused to sanction "a system of treatment by which the respondent places his wife's *permanent* health in jeopardy," and therefore decided the judicial separation.

Against this decision Mr. Kelly appealed to the Full Court, consisting of Channell, B., Hannen, J., and Lord Penzance. This Court affirmed the judgment of the Court below. Channell, B., and Hannen, J., lay down the principle of law applicable to the case in the words of a passage in the judgment appealed against: "If force, whether physical or moral, is systematically exerted for this purpose" (*i.e.*, to bend a wife to her husband's authority) "in such a manner, in such a degree, and during such a length of time as to break down a wife's health and render serious malady imminent, the interference of the law cannot be justly withheld by any court which affects to have charge of the wife's personal safety." "Moreover the decisions have imparted the further proposition as a condition of the Court's interference that the troubles of the wife are not owing to her own misconduct." This principle has, therefore, now the authority of the Court of Appeal. Lord Penzance also gave a judgment in which he enforced the principles stated in his judgment in the court below, and expressed very strongly the necessity of examining into the "conduct of the wife herself by way of provocation," and that "her demeanour under even unmerited oppression or unprovoked cruelty must be studied by the court."

This case decides a new point as to the meaning of the word "cruelty" in the Divorce Court, but as has been seen it extends the meaning of "cruelty" no further than was absolutely necessary for the decision. If unfortunately such a case as this should again arise precisely similar, except that there was no present danger to the wife's permanent health, and no serious malady imminent, the decision in *Kelly* v. *Kelly* would not be any authority for saying that the wife had a right to a judicial separation; and indeed the judgments in the case so carefully avoid going that length, that the case would probably be relied on as showing that, unless there is serious danger to health, the wife cannot successfully claim a separation. This point, however, is left open at present.

COLLUSIVE WASTE

A bill for an account of waste already committed cannot in general be entertained unless it prays an injunction also. In such a case an action of trover is the remedy. Where the bill is for an injunction, and waste has been already committed, the Court, to prevent a double suit, will decree an account, and satisfaction for what is past (*Jesus College* v. *Bloom*, 3 Atk. 262). But if the waste be of such a nature that there is no remedy at law, a bill for an account will lie. This is the case where waste has been committed by collusion and fraud between the owner of the particular estate and the remainderman.

Waste is either a destruction or a wrongful conversion of part of the inheritance by the owner of a particular

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estate. We are now speaking not of equitable waste, but of legal waste. Where timber, for instance, has been felled by a tenant for life, impeachable of waste, the owner of the first estate of inheritance (*Lewis Bowles's case*, 11 Rep. 79) may bring at his option either trover for the trees, or an action for money had and received from the timber; and prior to the provisions of 3 & 4 Will 4, c. 27, for the abolition of real and mixed actions, he might also, if he were or became the immediate remainderman in fee or tail, but not otherwise, have brought an action of waste. "If there be tenant for life, remainder in fee; if tenant for life commit waste and afterwards die, remainderman in fee may bring action of waste" (*Paget's case*, 5 Rep. 76).

To recur to what we said at the outset, that collusion and fraud confer jurisdiction in cases where the remedy would otherwise be at law, the law was settled by the case of *Garth* v. *Cotton* (1 Ves. Sen. 524). In *Garth* v. *Cotton*, a tenant for ninety-nine years, if he should so long live, without impeachment of waste, except voluntary waste, remainder to trustees to preserve contingent remainders, remainder to his first son in tail, remainder to A. in fee, having no son at the time, colluded with A. to fell timber, and divide with him the proceeds. The tenant for years afterwards had a son, who filed his bill against A., and by Lord Hardwicke's decree, recovered from A. so much of the proceeds of the timber as he had received, while the remainderman in expectancy, but without interest further back than the filing of the bill.

The *ratio decidendi* in *Garth* v. *Cotton*, Vice-Chancellor James explained to be as follows:—The law being that, if waste is committed, the person entitled to the first estate of inheritance is the only person to recover, and that he is entitled to recover for his own benefit all timber felled: where, by collusion between the tenant for life and the *pro tempore* owner of the inheritance, waste is committed, the Court with its general jurisdiction to prevent fraud will interfere, notwithstanding it is a legal wrong, and say, "We will not allow this fraud, we will bring this money into court, to be impounded for the benefit of the estate." (See *Birch Wolfe* v. *Birch*, 18 W. R. 594, L. R. 9 Eq. 683.) We said the *pro tempore* owner of the inheritance, because these questions arise in cases where the presumptive remainderman has afterwards been displaced by some later-born person prior to him in the line of limitation, as in *Garth* v. *Cotton*.

The last mentioned case went on the ground of actual collusion. In *Williams* v. *Duke of Bolton* (1 Cox, 72), the particular estate and the remainder in fee were united in the same person, who, so to speak, colluded with himself in his double character. The case stood thus. B. was tenant for life in possession of the estate, remainder to his first and other sons in tail, remainder to O. for life, remainder to O.'s first and other sons in tail, remainder to B. in fee. O. had a son, who died an infant. B., relying perhaps on O. continuing childless, and having no child of his own, committed waste, and afterwards O. had another son. The Court held that B. ought not to take advantage of his own wrong by taking the timber thus cut. This was as to be expected. But the decision went on to the effect that the second son of O. was not entitled to the proceeds of the timber, which were to be retained in court until it should be seen whether B. should have a child, and the proceeds had to be replaced with interest at 4 per cent. from the time when the money was received for the timber.

In the recent case of *Birch Wolfe* v. *Birch* (*ubi sup.*), in which *Garth* v. *Cotton* was considered, waste was alleged to have been committed by the tenant for life, who was also the remainderman in fee at the time. There was this point of similarity between the cases; but the result was wholly different, inasmuch as the Court, in *Birch Wolfe* v. *Birch*, finding that the defendant had laid out upon permanent improvements of the inheritance a sum far exceeding the intrinsically small value of the timber felled by his order, thought the charge of collusion could not be supported, and dismissed the bill.

Where, indeed, the person who thus filled both characters has expended far more upon the inheritance than he has received from the acts of waste, it is not likely that the Court can treat the case as one of waste, although legally speaking it may be so. The Court interferes where the owner of the particular estate contrives with the remainderman to do, to the injury of the inheritance, some act which neither could do without the sanction of the other. In *Whitfield* v. *Bewit* (2 P. Wms. 240) A. was tenant for life, remainder to first son in tail, remainder to B. for life, remainder to C. in tail. Neither A. nor B. having a son born, B. cut timber wrongfully, and it was held that C., as owner of the first estate of inheritance, was entitled to the proceeds, nor was B. allowed to set off any moneys expended by him in repairs, since it was a wrong thing to cut down the timber, and showed *quo animo* it was done, not to repair, but to sell. In *Birch Wolfe* v. *Birch*, on the other hand, the executor of a tenant for life was allowed to set off sums expended by his testator on permanent improvements against sums received by himself from the proceeds of timber cut by his testator, the Court being satisfied that the waste was committed with an entire absence of intention to wrong the inheritance.

Proceedings to restrain or obtain an account of waste will usually originate with the owner of the first estate of inheritance. But the remainderman for life may also sue to protect the inheritance. Trustees to preserve contingent remainders also may (*Garth* v. *Cotton*, 1 Ves. Sen. 555), and, according to Lord Eldon's dictum in *Stansfield* v. *Habergham* (10 Ves. 278), are bound to do so, for the protection of contingent remaindermen where they have notice that acts of waste are being committed.

The proceeds of acts of waste recovered in such a suit, whether by remainderman for life, remainderman in fee or tail, or trustees to preserve, will be directed to be settled to the uses of the settlement, and do not belong to the person who happens to be the owner of the inheritance for the time being subject to the contingency of the estate opening to let in some prior estate of inheritance limited to one who is not yet *in esse*. Any other conclusion would be manifestly inequitable. *Powlett* v. *Duchess of Bolton* (3 Ves. 374), was a suit which was instituted for the purpose of ascertaining who was entitled to the proceeds of the timber wrongfully felled, which in *Williams* v. *Duke of Bolton* (*ubi sup.*) had been ordered to be brought into court. In the course of his judgment Lord Loughborough said, "when this timber was cut, no doubt, at law, the Duke would have taken, being the first owner of the inheritance; but the Court very properly held, that he should not by a fraud upon the settlement which made him tenant for life, gain that advantage to himself, as owner of the reversion in fee. Considering it as a fraud upon the settlement, the consequence is, that that part of the property which is taken from the settlement ought to be restored to the settlement."

We have seen that the right to sue in respect of timber wrongfully cut belongs to the owner of the first estate of inheritance *in esse* at the time of severance; and he, according to *Lee* v. *Alston* (1 Bro. C. C. 37), is entitled to such timber, notwithstanding the existence of immediate estates and contingent remainders that may afterwards come into *esse* and defeat his estate. According to *Bagot* v. *Bagot* (32 Beav. 509, 12 W. R. 35), a decision which seems to be in harmony with *Powlett* v. *Duchess of Bolton* (*ubi. sup.*), the property in timber thus severed follows the uses of the settlement, and the interest on the fund thus produced is receivable by the successive owners of particular estates (other than the wrong-doer), the *corpus* of the ground becoming the property of him who, at the termination of the last particular estate, is the owner of an estate of inheritance. The relative rights of the heir and tenant for life as to tim-

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ber wrongfully cut by a preceding tenant for life were considered in *Gent* v. *Harrison* (Joh. 517, 8 W. R. 57).

Demands in respect of timber wrongfully felled, when brought against the estate of a deceased tenant for life, who was also contingent remainderman in fee, must be brought within six years from the death. And, where the two estates are not united, the Statute of Limitations (3 & 4 Will. 4, c. 27) runs from the death of the tenant for life when the right of the remainderman first falls into possession (*Duke of Leeds* v. *Earl Amherst*, 2 Ph. 117). Until the death of the tenant for life, the claim, although capable of being enforced, does not arise in such a state as that it can be barred by length of time.

RECENT DECISIONS.

COMMON LAW.

ACTION AGAINST CARRIERS—PARTY TO SUE—PROPERTY IN GOODS.

Mead v. *South Eastern Railway Company*, C.P., 18 W. R. 735.

Not long ago (*ante* 273, 294) we examined the question who is the proper person to sue a carrier for loss of or injury to goods during their carriage. This question, although in principle clear enough, has yet been surrounded with much difficulty, in consequence of many ill-considered *dicta* in judgments on this point, where it has been said that the proper person to sue is the person who has the property in the goods. As, for instance, in *Coombes* v. *The Bristol, &c., Railway Company*, where the consignee of goods, the property in which had not passed to him, sued the carriers for the loss of the goods, Watson, B., said "the right to sue the carrier depends upon the question in whom the property in the goods is." There are *dicta* to the same effect in other cases. The true rule, however, for ascertaining the proper plaintiff is that he is entitled to sue who has contracted with the carriers for carriage. So far as concerns the contract of carriage, this is the only test for ascertaining the plaintiff. The fact of the ownership of the goods may be material evidence in finding out who was the party who contracted with the carriers, but the ownership is only evidence of that which gives the right of action, and does not itself give the right to sue. There is ample authority for this view, as we showed when we before discussed the subject at length; but there is, no doubt, some confusion in the authorities, not so much from conflicting decisions, but from conflicting *dicta* that have dropped from judges in these decisions. We are not, of course, now speaking of actions which always depend on the question of property, such as trover and trespass. If a carrier converts or destroys wrongfully the goods of another he may be held liable to the owner. This liability, however, does not depend upon his character of carrier nor his contract of carriage.

Mead v. *South Eastern Railway Company* will go far to remove the misconceptions which have hitherto existed as to the proper parties in actions against carriers. The plaintiff was in the habit of buying flour from A., who, by the plaintiff's authority, used to send it to the plaintiff by the defendants' railway. Some flour thus sent was injured in the carriage, and the plaintiff sued the defendants for the damage. It may be assumed, for the purpose of the question we are now noticing, that the property in this particular flour had not passed to the plaintiff from A. It was objected by the defendants that the plaintiff was not the proper person to sue as he was not the owner of the flour. The Court, however, refused even a rule to have the question argued. They said that, as there was clearly a contract between the plaintiff and the defendants for the carriage of the flour, the plaintiff was the proper person to sue for the breach by the defendants of that contract. The judgments clearly state the true rule for determining who ought to sue in these cases, and *Coombes* v. *Bristol, &c., Railway Company* is also noticed in the judgments, and distinguished from this case on the ground that in *Coombes' case* there was no evidence of a contract between the plaintiff and the carriers.

This decision will be a useful authority for the future, not because its principle is new, but because it decides clearly a point at law which before could only be established by reference to many decisions, and in spite of many *dicta* which at first sight appear to be opposed to the rule now laid down in *Mead* v. *South Eastern Railway Company*.

BANKRUPTCY.

APPEAL FROM REGISTRAR.

Re Nicholson, Bkcy., 18 W. R. 250.
Ex parte Blair. Re Mackle, L.J.G., 18 W. R. 615.

Before the late Bankruptcy Act the registrar of a court of bankruptcy was a subordinate officer, acting under and subject to the control of the Commissioner of Bankruptcy. Under the new Act his position is altered very materially.

The registrar's powers in respect of bankruptcies commenced under the new Act are governed by section 67 of the Act, and the rules made in pursuance of it. By section 67 the judge may, subject to the rules, delegate to the registrar any of the powers vested in him under the Act. Rules 2 and 3 define what powers may be delegated to the registrars; and rule 4 provides that "every order made by a registrar while acting under any delegated power shall have the same force and validity, and be subject to the same appeal, as an order made by the judge, but the registrar may adjourn any matter for the opinion of the judge, if he shall think fit." The case of *Re Nicholson* establishes a proposition which follows necessarily from the terms of the Act and rules, namely, that unless the registrar chooses to adjourn a question for the opinion of the judge, no appeal lies from him to the judge. The appeal from a registrar's decision, as from a judge's decision, must, in the case of a county court be to the Chief Judge in Bankruptcy, in the case of the London Court to the Court of Appeal in Chancery.

The powers of the registrar of a court of bankruptcy in respect of proceedings pending when the Act of 1869 passed are governed by section 130 of that Act and the orders made under it. That section abolishes the previously existing country district courts of bankruptcy; but provides, amongst other things, that "such part of the business pending in any country district court of bankruptcy as the Lord Chancellor thinks fit shall be disposed of by the registrar of that court, who shall for that purpose continue to have and discharge all his powers and authorities, rights, and duties." Before the passing of the new Act there is no doubt that, except when he sat as deputy for the commissioner, the registrar was "not an independent authority, but simply an officer of the commissioner," and therefore the proper appeal from any decision of his was to the commissioner, not to the Court of Appeal (*Re Taylor*, 17 W. R. 389). But in the case of *Ex parte Blair, Re Mackle*, Lord Justice Giffard has decided that under section 130 of the Act of 1869, the registrar of a court of bankruptcy in respect of that portion of the pending business remitted to him by the Lord Chancellor under section 130, is in a wholly different position. He is as to all such business placed on the same footing as a commissioner under the old law, and an appeal lies from his decision to the Lords Justices.

Another point was also decided in the same case more distinctly perhaps than it had been before, namely, that the limitations of the Attorneys and Solicitors Act as to the period for taxing a solicitors' bill of costs do not apply to the bill of the solicitor of a bankruptcy, but that his bill is properly taxable without any special order, notwithstanding that more than a year may have elapsed since its delivery.

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REVIEWS.

A Book of Chancery Costs: Comprising the Costs of Plaintiff and Defendant of Suit by Bill, Original Summons, on Special Motions, Special Petitions and Special Cases, Appeals, including Appeals to the House of Lords, Appointment of a Receiver and Passing his Account, Foreclosure Suit, the Trustee Relief Acts, the Companies Acts, with the Regulation as to the mode of Remunerating Official Liquidators, the Charitable Trusts Acts, and Miscellaneous Matters, on the Lower and Higher Scales; with an Appendix containing all the Orders of the Court of Chancery and of the County Courts under the County Courts Acts, 1865 and 1867, relating to Equitable Matters now in force, regulating Charges and Fees allowed and taken in the said respective Courts. By W. SHAEN, M.A., and EDEN KAYE GREVILLE, Solicitors. Second Edition, carefully Revised and considerably Enlarged by J. J. BUNNING, Managing Chancery Clerk. London: Wildy & Sons.

When we have reprinted the title page of this work we have informed the reader what the work is and to what it extends. The changes which have taken place since the first edition was published in 1857 are an ample justification for a second. These tables of costs will be found very useful to solicitors.

COURTS.

COURT OF CHANCERY.

LORDS JUSTICES.

On taking his seat in court on Friday morning, JAMES, L.J., said:—

I cannot proceed to the business of the day without saying a few words on the sad event which has cast its black shadow over this court.

During the short period in which I have been in this seat it has been my misfortune not to have sat by the side of my lamented colleague. But it has been my happiness to have known him well, intimately and as a friend, from the very commencement of his professional life, and for many years we sat side by side in the court of Vice-Chancellor Wood. He at the very outset obtained an amount of business, under which a mind of less strength might well have failed. But he applied himself to it with an industry which never to the end flagged. His acute intellect, sound judgment, and unsurpassed knowledge of legal principles made him the safest of advisers to the numerous clients who sought his counsel. What his powers as an advocate were, those only know and can tell who, like myself, were frequently engaged against him, and found how formidable an opponent he was. But he was not only a great lawyer and a great advocate; he was every inch an English gentleman; and when, after many years of successful practice, he was elevated to the bench as Vice-Chancellor, and afterwards promoted to the office of Lord Justice, his elevation and promotion were received by his brethren with unanimous acclaim, and the whole profession recognised in his appointments the just rewards of pure professional merits; honours and distinctions most worthily won and honourably bestowed.

We all hoped that he had a long period of useful life before him, and that in this court, and the Judicial Committee of the Privy Council, the suitors, the profession, and the public would for many years have had the benefit of the great judicial qualities which had already made him as eminent as a judge as he had been distinguished as a counsel; but it has seemed otherwise good to the Almighty Disposer of our lives. The loss to me who had hoped to have sat by him is very very great; it is scarcely less great to you who have practised before him. I know and feel that this tribute to his memory, which has come from the bottom of my heart, finds an answering echo in yours. May we in our respective careers be the better for thinking of what he was in them before us.

(Vice-Chancellor Sir R. MALINS.)

July 14.—The VICE-CHANCELLOR, on being informed that Lord Justice James was not sitting to-day in consequence of the death of his colleague, observed that if the judges of the court had consulted their own feelings they would not have taken their seats, but, in the pressure of business at this period of the year, they felt that there ought to be no interruption of the proceedings of the court.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

July 13.—*Re Vining.*

Alleged contempt of Court by a solicitor.

This was an application on behalf of the creditors' assignee under the bankruptcy of Mr. George J. Vining, the former lessee of the Princess' Theatre, calling upon Mr. William Shakespeare Webster, solicitor, to show cause why he should not be committed for contempt for refusing to answer certain questions put to him at a meeting appointed for the examination of himself and other witnesses touching the estate and dealings of the bankrupt on the 21st June, such questioas having been allowed by the registrar.

It appeared that the witness had been concerned for his father Mr. Benjamin Webster, the landlord of the Princess's Theatre, in certain matters. A lease had been granted of the theatre to Mr. Vining, and, shortly before the date of the adjudication, Mr. Webster, in accordance with one of the provisions in the lease, had re-taken possession. At the examination sitting the witness was asked whether he took an inventory of the scenery and fixtures found at the theatre at the time of taking possession, but he declined to say, on the ground that anything done by Mr. Webster upon his own premises could not form the subject of inquiry in this court under the bankruptcy. But the Registrar held that the witness was bound to answer, and, as he still declined, the matter was referred to the Chief Judge.

F. Knight in support of the application.

Nicholson, for the witness, urged that the assignees had no right to institute a fishing examination for the purpose of obtaining evidence in support of an action against Mr. B. Webster.

The COURT held that the witness was bound to answer the questions proposed to him and that he had been very ill-advised in refusing to do so. The witness had no privileges that other of her Majesty's subjects had not, and, if he still declined to answer, he must be committed.

Nicholson said that the witness was prepared to give all necessary information upon the understanding that it should not be used in evidence in an action.

The CHIEF JUDGE.—The witness has no right to impose any such term. I repeat that he has been very ill-advised.

Eventually, the witness undertook to answer unconditionally the questions proposed to him, and no order was made, except that the witness had to pay the costs.

Solicitors for the assignees, *Routh & Stacey.*

The witness in person.

(Before Mr. Registrar MURRAY).

The case of Mr. James Hardman Cotterill, solicitor, formerly in co-partnership with Mr. W. H. Cotterill, solicitor, of Throgmorton-street, who recently absconded, again came before the Court upon an application to restrain certain proceedings in Chancery instituted against the firm by a creditor named Hargreaves. An injunction until further order was granted, the debtor stating his entire ignorance of the malpractices in which Mr. W. H. Cotterill had been engaged.

Reed, for the applicant.

Solicitors, *H. Linkater, Hackwood, & Addison.*

COUNTY COURTS.

LIVERPOOL.

(Before Serjeant WHEELER, Judge.)

July 11.—*Church* v. *The Great Southern Sick and Burial Society.*

Insanity held to be sickness, within the meaning of the Friendly Societies Acts. R. *v.* Manchester, 5 W. R. 29, *and* R. *v.* Huddersfield, 5 W. R. 629, *commented on.*

In this case, which was recently heard before his Honour, judgment was given yesterday as follows:—

Serjeant WHEELER.—The question raised in this case is, whether insanity is sickness or disease within the meaning of

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the Friendly Societies Acts. The importance of the question at issue may be estimated from the fact that there are in England and Wales 20,000 sick and burial societies, with an aggregate of upwards of two millions of members. The plaintiff is a member of the defendants' society, and his subscriptions have been fully paid. The object of the society, as stated in the rules, is, amongst other things, "to afford the usual aid in case of sickness," and according to a further rule a member visited with any kind of disease, whereby he is unable to follow his occupation or to do any kind of work, is entitled to a weekly sick allowance according to the prescribed scale, which varies with the term of the illness. After receiving relief for twelve months the right to it is suspended for a like period, except in certain specified cases. It is scarcely necessary to say that the principle upon which all these societies are based is that by making periodical payments of limited amount in time of health a working man may secure a fixed provision in seasons of sickness. The plaintiff, whose trade was that of a gasfitter, is now an inmate of the Lancaster Lunatic Asylum, and of course unable to follow his occupation or earn his living. He claims to be entitled to sick allowance under the rules, but the society, whilst waiving any objection of a technical kind, resist the claim because, as they allege, it does not fall within the scope of the society's purposes. In justification of this view they appeal to the published opinion of the late lamented Mr. Tidd Pratt, the registrar of friendly societies, which is in effect that "in no case of insanity would the managers be justified in giving relief to a member so afflicted." And the reason assigned by that gentleman for this strong opinion is, to use his own language, that "sickness means a state of bodily disease being a derangement of the functions of the body, and has no reference to lunacy, which is a derangement of the mental faculties." Mr. Tidd Pratt also, in his treatise upon the law of friendly societies, has a note (see page 15) with reference to the word "sickness" as judicially interpreted under the Act 9 & 10 Vict. c. 66, which interpretation he holds to apply equally to the existing Friendly Societies Act. Upon the construction of this word in the earlier Act, Mr. Tidd Pratt says it has been held that lunacy is not in any case to be regarded as sickness, and that by sickness is meant a state of bodily disease, being a derangement of the functions of the body. And he cites in support of his view *Reg.* v. *Manchester*, 5 W. R. 20, and *Reg.* v. *Huddersfield*, 5 W. R. 629. And further, Mr. Tidd Pratt, in his annual official report upon friendly societies for the year 1866, reports Chief Justice Erle to have used these words—"Sickness implies a morbid action of the body occasioned either by external violence or internal disease, and has no reference to lunacy, which is a disease of the mental faculties." Now upon referring to the reports of these cases, I find that the former of them (*Reg.* v. *Manchester*) relates to the removal of a pauper lunatic, under the Act 9 & 10 Vict., and to the effect upon the power of removal of a particular section of that Act, which makes a pauper irremovable in respect of relief rendered necessary by sickness or accident not producing permanent disability. The real point decided must relate back to the single question discussed, and undoubtedly that did not involve the proposition (in fact it could not) that lunacy is not in any case to be regarded as sickness, nor did the court so decide. With regard to the second case, *The Queen* v. *Huddersfield*. It has really nothing to do with the present controversy, nor is any warrant to be found in it for the note to page 15 of Mr. Pratt's treatise, or for the paragraph to which I have referred in his official report of 1866; nor did Chief Justice Erle, as is supposed, say anything about lunacy. What he stated, according to the published reports of the case, was that the word "sickness" implies a morbid action of the body, occasioned either by external violence or by internal disease, and that is the only remark which his lordship made. I take for granted that to this dictum of the Chief Justice no just exception can be taken, and that the right of an insane person to relief from the sick fund of a friendly society must depend upon whether insanity is, or is not bodily sickness. Mr. Tidd Pratt asserts it is not. I venture, appealing to the testimony of the best authorities in physiology, to think that it is. It is necessary, in considering the question, to bear in mind the natural and essential relations of mind and body. Every manifestation of mind in this life is made by and through the natural organ of the brain, and the mind is so influenced by the brain that the condition of the former is an invariable index to the constitution and condition of the latter. Hence all causes of temporary or permanent disturbance in the health of those parts of the brain that manifest the mind produce in the same degree the signs of mental derangement; and *vice versa*, all symptoms of mental derangement indicate a proportionate disturbance in the sanitary state of the mind's bodily organ, the brain. Some years since, when it was a common circumstance to examine the brain with the aid only of the naked eye, it was not possible in many cases to discover any appreciable lesions of brain structure which produce and accompany insanity. But now, by the recent application of the microscope, the minute structure of the brain is revealed, and pathologists can trace distinctly the very seat and nature of those morbid changes which are the real essence of insanity. Hence Schroeder van der Kolk, an eminent German anatomist, says that "he does not remember to have performed the dissection of a lunatic during the last twenty-five years without finding a satisfactory explanation of the phenonema observed during life." If we glance back to the year 1831, when Dr. Andrew Combe published his work on mental derangement, we find this principle laid down—"Every derangement of function is accompanied by disorder either in the structure or mode of action of the organ which performs it, and without the removal or cure of which the function cannot be restored to its healthy state. From ignorance of or want of confidence in the fact that the brain is the medium for manifesting mind, our predecessors were contented to regard mental derangement as an affection of the immaterial principle of mind, or as a particular dispensation of Providence, which they could not be expected either to understand or to remedy; and accordingly, while this view continued to influence their practice, all sorts of barbarous and useless measures were adopted against the miserable patients." The same author observes—"Sight is never impaired or hearing destroyed unless the organs which execute those functions are diseased, and in like manner thought and feeling are never deranged unless the cerebral organs by which they are manifested have undergone some morbid change. The latest expression of authoritative opinion upon this subject is by Dr. Maudsley, in his Gulstonian lectures "On the Relations Between Body and Mind," delivered this year at the Royal College of Physicians. That gentleman thus speaks—"I have given a survey of the physiology of our mental functions, showing how indissolubly they are bound up with the bodily functions, and how barren must of necessity be a study of mind apart from body. I now propose to show that the phenomena of mental derangement bear out fully this view of its nature, that we have not to deal with disease of a metaphysical entity which the method of inductive inquiry cannot reach or the resources of medical art cannot touch, but with disease of the nervous system disclosing itself by physical and mental symptoms." It seems then that the question in this case is concluded both by reasoning and medical testimony, and it appears to me that insanity is just as much bodily disease as paralysis and apoplexy, which are notoriously affections of the brain, are admitted to be bodily disease. It has been suggested, I see, in the *Lancet*, that in cases of insanity the right of relief out of the sick fund ought, on account of the usually chronic character of the malady, to be made subject to a special limit in point of time. That matter I leave to others to whom its decision properly belongs. All that remains for me to do is to give effect to the conclusion to which, after much consideration, I have come, and to direct that a verdict be entered for the plaintiff for the sum claimed.

APPOINTMENTS.

Mr. JOHN JAMES JOHNSON, Q.C., recorder of Chichester, has been elected assistant chairman of the West Sussex Quarter Sessions, vice the hon. J. J. Carnegie, who has been elected chairman in the place of Mr. J. M. Cobbett, barrister-at-law, resigned. Mr. Johnson is the son of the late William Johnson, Esq., of the Pallant, Chichester, and was born in June, 1812. He was educated at Winchester, and was called to the bar at the Middle Temple in June, 1836, becoming a member of the Home Circuit. In August, 1863, he was appointed recorder of Chichester, and was created a Queen's Counsel and nominated a bencher of his Inn in 1864.

Mr. RICHARD SEWARD PEARCE, solicitor, of Southampton, has been elected town clerk of that borough, in succession

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to Mr. C. E. Deacon, resigned. Mr. Pearce, who was in partnership with Mr. Deacon, was admitted in 1856, and has acted for many years as deputy town clerk of Southampton.

Mr. James Campby Laycock, solicitor, of Huddersfield, has been appointed clerk to the magistrates of that borough, which has recently received a separate commission of the peace. Mr. Laycock (who is a member of the firm of Laycock, Dyson, & Laycock) was certificated in 1819, and also fills the office of clerk to the West Riding magistrates sitting at Huddersfield.

Mr. Benjamin Terry, solicitor, of Bradford, has been appointed by the Bradford magistrates to conduct public prosecutions for that borough. Some time ago Mr. Terry received the same appointment from the magistrates of the division of East Morley. Mr. Terry (who is a member of the firm of Terry & Robinson) was admitted in 1843, and is an alderman of Bradford.

Mr. William Smith, solicitor, of Dartmouth, has been appointed, by the Chief Justice of the colony of Victoria, a commissioner of the Supreme Court of that colony for taking affidavits in England.

Mr. John Peed, M.A., Solicitor, of Whittlesea, Cambridgeshire, has been appointed clerk and collector to the Commissioners of the Neme Wash Lands, vice Mr. George Moore Smith, Solicitor, deceased. Mr. Peed was admitted in Michaelmas Term, 1858, and is a member of the Incorporated Law Society, and of the Solicitors' Benevolent Association.

Mr. Henry Nicholls Knott, Solicitor (firm of A. W. & H. N. Knott), Worcester, has been appointed clerk to the Bromyard Board of Guardians. Mr. Knott was admitted in 1865, and is a member of the Solicitors' Benevolent Association.

Mr. Jules Louis Colin, barrister-at-law, of the Mauritius, has been gazetted as Procureur and Advocate-General of that island. Mr. Colin was called to the bar at the Middle Temple in June, 1850, and in 1857 was appointed district and stipendiary magistrate of the Rivière du Remopart, Mauritius. In 1869 he was appointed Procureur and Advocate-General of the Mauritius, to which appointment he has only now been gazetted. The emoluments of the office are £1,350 per annum.

GENERAL CORRESPONDENCE.

The Law Classes at King's College.

Sir,—In his speech at the recent meeting of the Legal Education Association as reported by you (*ante* p. 741), Sir Roundell Palmer mentions that I had told him that the law classes at King's College were languishing, and "were not likely to be permanently maintained, unless there was something which could give them the value they ought to have in these institutions, which had the power of granting admission to practice." Will you allow me to state through your columns, first, that in the hope that our machinery for legal instruction may now be utilised by the association, we shall keep on foot all the law classes at King's College; secondly, that as I told Sir Roundell Palmer, one of the law classes, that in connection with the evening class department, has taken root, and flourishes; and thirdly, that an eminent firm in the City has undertaken to give a prize of £10 to the best student in law during the winter session of 1870—71, which commences in October next.

John Cutler, Prof. of Law, K.C.L.

4, New-square, July 11.

The Incorporated Law Society.

Sir,—I was pleased to read your observations in last week's *Solicitors' Journal* upon the result of the meeting of solicitors held at the Guildhall Tavern, and I am still more glad to find that at last the solicitors have taken up the subject which has required ventilation for a very long time past; but to my great surprise, on making inquiries to-day, I am informed that the candidates who were nominated by the committee appointed at that meeting have decided not to stand for election on the 19th inst. Surely, Sir, if, as I am credibly informed, these candidates signified their assent to act in writing before their names were sent into the Incorporated Law Society by the committee, there must be some "back stairs" influence at work to induce them to adopt this course, and the sooner the subject is investigated the better for all parties concerned.

Of course, if it is a fact that the gentlemen in question have determined not to stand for election, it is now too late to nominate others, and so the nominees of the council, or rather as they are pleased to term them, "the gentlemen whose candidature is approved of by the council," will step in without opposition. Surely this is only another argument in favour of the resolution which was arrived at at the meeting in question.

July 14. Anti-Starchamber.

Unqualified Practitioners.

Sir,—I observe that, at the recent meeting at the Guildhall Coffee-house, animadversion was freely indulged in against the Council of the Incorporated Law Society for not putting down unqualified practitioners. In your issue, also, of the previous week a gentleman, writing as to the Legal Education Association, went out of his way to lay a similar indictment against the Council. In your observations upon the proceedings at the Guildhall Coffee-house meeting you, with your usual sense of justice, say that "it is easier to say that such and such a one ought to be proceeded against than to carry the idea into execution." I have been induced by these remarks to refer to the statutes bearing on this question, and I think, if the gentlemen who so freely attacked the Council had done the same they would have arrived at the same conclusion as that to which you have come.

I find that the provisions against unqualified practitioners in the two Attorneys and Solicitors Acts, are sections 2, 32 and 35 of 6 & 7 Vict. c. 73, and section 26 of 23 & 24 Vict. c. 127, and these sections certainly provide a practicable mode of proceeding against offenders. The provisions of these sections, however, are confined entirely to practising in the various courts. Now we all know that the courts are not the preserves in which these poachers seek their game. The difficulties there are too obvious. In fact, the chairman at the meeting in question alluded only to "law stationers, accountants and others," and it appears that the class of business with which these persons interfere only brings them under the penalties of the Stamp Acts, and we all know that those penalties can only be recovered by the Commissioners of Inland Revenue. The speaker and the writer to whom I have alluded do not say that they have satisfied themselves that the inactivity of which they complain does rest with the Council, and does not rest at Somerset House, if it exists at all.

Fair Play.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 8.—The *Evidence Further Amendment Act* (1869) *Amendment Bill*.—Lord Penzance moved the second reading, explaining that its object was to extend to arbitrations and other proceedings the provision of an Act of last session, enabling persons who objected to take an oath to make a solemn declaration.—The bill was read a second time.

The *Benefices Resignation Bill*.—The Bishop of Winchester proposed the third reading of this bill, with a new clause, drawn up by the Lord Chancellor, with regard to lunatic clergymen. The bill would place parochial clergymen in much the same position as that of bishops under the Act of last session, and he received letters from them every day expressing great anxiety that it should pass.—Earl Stanhope believed the operation of the bill would be beneficial to the Church, but it differed from the Bishops' Resignation Act in being a permanent measure.—The Duke of Buckingham, while admitting the desirability of making some provision for worn-out clergymen who wished to be relieved from their duties, thought some minimum of service should be laid down as a condition of a retiring pension. It should be considered, moreover, whether an incumbent could properly discharge his duties and meet all claims upon him if his income was reduced by several hundreds a year by the pension of his predecessor. There was nothing, indeed, in the bill to prevent two retiring pensions from being in operation in a single parish at the same time. The bill would not be applicable to small livings un-

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less there was some scheme of augmentation. The composition of the commission by which the pensions were to be awarded also required consideration, for under the bill as it stood the voice of the parishioners would not be heard except through the commissioner nominated by the patron, which would in many cases be insufficient. He thought further time should be allowed for the consideration of the measure.—The Duke of Richmond said most of the clauses required such amendments that they would be hardly recognisable.—Debate adjourned.

The *Irish Land Bill.*—Third reading.—Lord Clancarty considered the bill as seriously touching on the rights of property; it took from the landlord to give to the tenant, which would cause jealousy between the classes. Still, as a landlord, he would try to make it work well.—The Earl of Granard regarded it as a boon, in that it legalised principles on which good landlords had always acted.—Lord Oranmore still regarded it as an unmixed injury to Ireland. —The bill was read a third time.

Lord Granville said that the clause proposed by Lord Kimberley on the report, enabling a tenant to claim compensation under a higher term of the scale, by basing his claim on a portion only of his rent, did not satisfy the Opposition; and as the Government were not in a position to make any other proposal, he should reserve the question for the consideration of the other House.—Lord Cairns and Lord Salisbury said the Government had promised to bring up a new clause on the third reading.—Lord Kimberley thought not; he was willing to adopt the clause as he had moved it on the report.—The offer was not accepted, and the subject dropped.—A proposal by Lord Longford to leave out the words "and reclamation of land" in clause 3 (Improvement compensation), was negatived.—The Lord Chancellor said it would be unjust to make a tenant responsible for rent due or for breaches of covenant committed by a predecessor from whom he derived title by ordinary assignment with the landlord's consent, because the landlord could get everything from the assignor. He, therefore, proposed to insert the words "from whom he derives by operation of law."—Lord Cairns said this would enable tenants in arrear, and who had committed breaches of covenant to assign to newcomers who would be able to claim full compensation allowance, and so the landlord's rights would be defeated. It went far beyond the Ulster custom.—Lord O'Hagan said the amendment would not deprive the landlord of any just right he now had; he might sue in ejectment or distrain.—Lord Salisbury said it would allow a man to get rid of his mortgage by assigning his land. The amendment was negatived.—Lord Dunsany moved to add the following to the other exceptions in clause 5:—"Where any holding shall have been in the occupation of the landlord or his predecessor in title immediately before the tenancy under which the claim is made by the tenant."—Lord Cairns said the case was already provided for in the bill withdrawn.—The Earl of Limerick proposed an amendment, the object of which was to enact, in regard to the future only and not to the past, that if a new tenant, with the permission of his landlord, paid anything for goodwill, he should get the landlord's consent in writing.—Negatived.—Earl Granville moved to substitute a new clause, defining the cases in which evidence is to be deemed disturbance. The bill then passed.

The *Protection of Inventions Bill* was read a third time and passed.

July 11.—The *Dividends and Stock Bill* passed through committee.

July 12.—The *Benefices Resignation Bill.*—Adjourned debate on third reading.—The Duke of Richmond said the bill would materially interfere with the rights of patrons as well as with the interests of the Church; it was an exceedingly bad bill.—The Archbishop of York, the Bishop of Winchester, and the Bishop of Gloucester, supported the bill.—Third reading carried by a majority of 29 to 18.—It then appeared that several verbal amendments were necessary; and, in particular, one of the clauses was misplaced. These errors having been amended by the Lord Chancellor, the bill passed.

July 14.—*University Tests Bill.*—Second reading carried by a majority of 95 to 79.

The *Benefices Bill.*—The Duke of Marlborough said the bill had been passed by the House of Commons with singular unanimity, but since it had been read a second time by their Lordships he found that objections were entertained to some of its provisions by noble lords on both sides of the House. He would therefore move to discharge the order for going into committee; and next session he would move for a select committee to inquire in what way the existing law ought to be amended.—Lord Romilly said everyone who knew the practice of the House of Commons was aware that it sometimes passed a bill without giving it any consideration, relying on their Lordships to throw it out. Hon. members said, "The Lords will throw it out if it be not a fit bill," so that the fact of the bill now before their Lordships having been passed by the House of Commons with such singular unanimity was a compliment to their Lordships' House rather than a reason why the bill should be passed by their Lordships.—The order for committee was then discharged.

The *Charitable Funds Investment Bill* was read a second time.

The Lord Chancellor's *Judicial Committee of the Privy Council Bill* was read a first time.

HOUSE OF COMMONS.

June 8.—The *Accountant-General in Chancery.*—Mr. Salt asked the Secretary to the Treasury whether it was in contemplation to remove the entire or any part of the business of the Accountant-General in Chancery to the Bank of England; if this was not the case, whether it would be possible to arrange for the payment of Chancery dividend and annuity warrants at the Bank of England from the 20th of August to the 28th of October, during which period (with the exception of three days) the office of the Accountant-General in Chancery was closed; and whether it was intended to fill up the office of Accountant-General when the next vacancy occurred.—Mr. Stansfeld said it was not in contemplation to remove any part of the business of the Accountant-General in Chancery to the Bank of England, nor was there any formed and definite present intention on the part of the Government to alter the arrangements for the conduct of business in that department. It would be premature to express any opinion on the subject of giving up the office of Accountant-General should it become vacant—a contingency which was not very likely to occur; but he could not conceive how the business could be conducted without some officer in an analogous position. He might add that in his opinion the present arrangements for the conduct of the business, especially during the long vacation were unreasonable, and required modification and improvement. The whole subject of the organisation of the office was being considered by the Lord Chancellor and the Treasury, and he hoped and believed that some practical conclusion would be come to which would remove the inconveniences to which his hon. friend's question referred.

Friendly Societies.—Mr. Richards moved "That an humble address be presented to her Majesty praying that she will be graciously pleased to issue a royal commission to inquire into the existing state of the law relating to friendly societies." It was felt by those interested in this subject that nothing short of a royal commission would answer the purpose. One large society—the Liver Society of Liverpool—thought legislation necessary, and they even prepared a bill last session, which, however, was not brought forward. The directors of that society would prefer an inquiry by a select committee, but they said that so many remarks had been made on friendly societies in general, and burial societies in particular, that they would offer no opposition to the appointment of a royal commission. As, however, it was not unlikely that a great many discharged servants might make statements injurious to the society, they wished to be represented by counsel in order that the evidence might be thoroughly sifted.—Mr. Hardy said the Registrar of Friendly Societies had stated that out of some 23,000 or 25,000 of them hardly twenty were solvent. After such a statement everyone must admit that the Legislature ought to interfere. Out of the 32,000 in-door paupers upwards of 4,000 had been members of friendly societies, which ought to have provided for them instead of allowing them to go on the parish.—Mr. Bruce, on the part of the Government, said that was impossible, after reading what had been written on this subject by those who had looked very closely into it, not to admit that it required consideration, while there was a general concurrence of opinion that inquiry must precede legislation. It was well worthy of consideration whether building societies should be included in the motion.—Motion agreed to.

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The *Life at Sea Bill* and *The Public Prosecutors (Re-committed) Bill* were withdrawn.

The *Wine and Beerhouse Act* (1869) *Amendment Bill.*—The Lords' amendments were agreed to.

The *Game Laws Amendment Bill* was withdrawn.

The *Stamp Duties Bill.*—Amendments considered and agreed to.

The *Ecclesiastical Patronage Bill* was read a second time.

The *Clerical Disabilities Bill.*—Amendments considered and agreed to.

July 12.—The *Irish Land Bill.*—Consideration of the Lords' amendments.—Mr. Gladstone said the Government in effect agreed to all the amendments except the alterations in the scale of compensations, the shortening of the dispensing or alternative lease from thirty-one to twenty-one years, the clause relating to permissive registration of improvements, and certain portions of the clause defining what is and what is not to be considered disturbance by the act of the landlord.—Mr. C. Fortescue moved to disagree with the Lords' amendment of the scale of compensation.—Amendment rejected by a majority of 146 to 55.—Mr. C. Fortescue also obtained the re-insertion of the provision giving the tenant the option of claiming on the lower scale of rent.—Mr. C. Fortescue proposing to agree to the amendment relating to the building of labourers' cottages, Mr. Maguire, Mr. Synan, Mr. Murphy and others opposed it.—The amendment was upheld by a majority of 396 to 29.—In the clause as to length of the lease which shall bar claim, the original term of thirty-one years was substituted for twenty-one, the limit fixed in the House of Lords, by a majority of 262 to 186.—Registration of Improvements: To the clause which the Lords had inserted, Mr. Samuelson proposed an addition requiring the joint action of landlord and tenant, which was adopted by the Government.—Sir Roundell Palmer and Dr. Ball objected that this made the clause inoperative; carried by a majority of 249 to 186, and the amendment thus amended was agreed to.—Definition of disturbance in holding: Mr. Fortescue said that the Government would agree with the Lords in adding "breach of any condition against assignment, subletting, bankruptcy, or insolvency" to the causes of ejectment which are not to be deemed disturbance; but they would not agree to the omission of the words giving the Court the power to decide that they shall be so deemed on special grounds. The first was assented to without opposition, but on the second Mr. Disraeli opposed, and on a division the words struck out by the Lords were restored by a majority of 248 to 171.—The remaining amendments were agreed to.

Forgery.—Mr. Stansfeld introduced a bill further to amend the law relating to indictable offences by forgery.

Repeal of Obsolete or Consolidated Bills.—Mr. Stansfeld introduced a bill.

The *Party Processions (Ireland) Bill* was, on the order for committee, thrown out by a majority of 121 to 46.

The *Absconding Debtors Bill* passed through committee.

The *Clerical Disabilities Bill.*—Third reading carried by a majority of 95 to 18.

July 13.—The *Sites for Places of Worship Bill* was withdrawn.

The *Permissive Prohibitory Liquor Bill* was thrown out on the second reading by a majority of 121 to 90.

The *Churchwardens Liabilities Bill* was read a second time.

The *Burial Bill.*—Committee.—Clause 1 (Notice to incumbent of intention to bury in the churchyard without the rites of the Established church).—Mr. Goldney proposed an amendment limiting the operation of the clause to churchyards where the deceased, previously to the passing of the bill, would have had a right of interment.—Mr. G. O. Morgan objected to the amendment, as being unnecessary.—Negatived by a majority of 143 to 89.—Mr. Collins moved to omit the words "or graveyards."—Mr. Sclater-Booth proposed an amendment prohibiting the performance of Divine service within the churchyard by other than ministers of the Church of England.—Mr. Baines opposed the amendment.—Mr. Heygate and Mr. O. Gore supported it.—Mr. Cave expressed a hope that it was not proposed to allow Roman Catholics to perform their burial services in the churchyard; if they were there would no doubt be most painful disturbances, as had occurred in the south of England, in consequence of attempts to introduce into a parish churchyard the extravagant services of a body commonly called ritualistic.—Mr. O. Morgan considered the amendment affected the whole principle of the bill.—Debate adjourned.

REPORT OF THE SELECT COMMITTEE ON RAILWAY ACCIDENTS.

The Select Committee appointed to inquire into the law and the administration of the law of compensation for accidents as applied to railway companies, and also to inquire whether any and what precautions ought to be adopted by railway companies with a view to prevent accidents, have agreed to the following report, dated 7th July, 1870:—

Your committee commenced the inquiry entrusted to them by receiving the evidence of several gentlemen acting in different capacities in the management of railways, and hearing from them the defects in the law of which they considered that the railway companies had reason to complain. The committee also, through their chairman, addressed a communication to the chiefs of the courts of common law, requesting the advice and assistance of the judges in the prosecution of the inquiry, and the result is that four judges have given to the committee the benefit of their knowledge and experience.

Application was also made to the Board of Trade, and, in consequence, two of the inspectors who are in the habit of investigating the causes of railway accidents, were deputed by the office, and have given evidence.

It will be convenient, in the first place, to refer to the law upon the subject. The legal liabilities of railway companies for accidents may be divided into two heads. First, the liability to persons who are not passengers, with whom the railway companies have not entered into anything in the nature of a contract; and secondly, the liability of the companies to passengers who have paid for their tickets, and with whom, consequently, the companies have entered into a contract.

It may, however, be observed, that though the liability in the two cases depends upon a different principle of law, the difference in practice, as the law is now administered, is not great, for in each case the liability of companies for injuries caused by the negligence of their servants is unlimited, and in each case the damages (if not made the subject of an agreement) are assessed by a jury. In the case of the person, not a passenger, with whom there is no contract, the liability rests upon the general law, which law is applicable to private individuals as well as to companies, though the railway companies complain that it is administered against them, by the intervention of juries, with much greater severity than it is administered against private individuals.

Under this law a master or employer, whatever care he may have taken in the selection of his servant, is liable to the full extent of any injury done by such servant within the line of his duty. This unlimited liability was, until recent times, considerably modified by another somewhat technical rule of law, to the effect that no action for damages could be maintained after death for an injury done during life; or, as the rule was expressed, *actio personalis moritur cum personâ.*

This modification was abolished in the year 1846 by statute 9 & 10 Vict. c. 93, commonly called Lord Campbell's Act. And it may be observed that this change did not arise from anything connected with railway accidents in particular, but probably from a feeling that the rule rested upon no sound foundation.

One of her Majesty's counsel, examined before the committee, has expressed a strong opinion concerning the injustice of the general law; and submitted that the master ought not to be mulcted in civil damages to any extent for the negligence of a servant except in the same case as that in which he would now be liable criminally, that is to say, when he himself has, by his own negligence or default, contributed to the injury. This view has not, however, been confirmed by the opinion of other witnesses; and though there is some difficulty in giving a reason why a perfectly innocent person should be liable to an unlimited extent for an accident caused by the negligence of his servant, acting (as it might be urged) contrary to his orders, yet your committee do not feel themselves in a position to recommend such an alteration of the law.

The liability, however, of a railway company with respect to passengers, rests upon an implied contract, and it is well worth the consideration of the House whether the present interpretation of this contract is fair to the railway companies or beneficial to the public.

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The Railway Commissioners of 1867 thus express themselves on this part of the subject: "On the other hand, it should not be forgotten that there is an important distinction between damages for injuries inflicted by a mere wrong-doer, and for contingencies resulting from the failure to perform a contract which the person injured willingly entered into, knowing that it was attended with a certain risk."

The railway companies complain of the interpretation put by the law upon these contracts with their passengers, and say that the liability imposed upon them bears no relation to the sums paid to them, and that they have no power of charging a higher fare to a passenger with respect to whom they incur a great risk than to a passenger with respect to whom the risk is comparatively small.

It does not seem clear whether a railway company could legally by notice given to such passenger, affect the interpretation the law now puts upon the contract, and thus diminish their liability; but the practical difficulties incident to such a step would probably be found insuperable. The railway companies complain as much (if not more) of the administration of the present law as of the alleged injustice of the law itself. They say that unreasonable and excessive damages are awarded against them by juries, that great frauds are constantly practised upon them, that costs incident to the settlement of claims are made extravagantly high, and that of the very large sums paid by them, partly for costs and partly for damages, a large portion is dissipated, and does no good to the claimants. They say that in the arrangement of claims without the aid of the court, they are prejudiced, and compelled to pay much more than is fair and reasonable by the power which the claimants possess of forcing the company into court, and compelling them to pay the costs on both sides.

Although the evidence given by the judges fails to bear out these complaints to the full extent, your committee are of opinion that many of these complaints are well founded, and that there are objections to the present administration of the law, of which the companies have reason to complain.

The railway companies suggest as a remedy for these evils, that a fixed limit upon the extent of their liability should be imposed by the Legislature, and that persons estimating the risk at a higher sum than that for which the companies are made liable, should be entitled to insure on reasonable terms made obligatory upon the company. The companies further suggest that some change should be made in the nature of the tribunal to adjudicate upon claims, and that the assessment of damages should not be left, as at present, to the decision of a jury.

In support of the suggestion, that a limit should be placed upon the liability, it may be mentioned, in the first place, that in the year 1830, by statute 11 Geo. 4, & 1 Will, 4, c. 8, commonly called the "Carriers Act," the Legislature fixed the sum of £10 as the liability of carriers for the conveyance of goods and parcels, and imposed, when persons who wished to hold the carrier liable for a larger sum, the necessity of paying an additional sum for the conveyance. So, also, in the year 1854, by the Railway and Canal Traffic Act (17 & 18 Vict. c. 31), the liability of railway companies for the carriage of horses, cattle, and sheep was limited, so that a company is now liable only to the extent of £50 for a horse; but the owner of the horse may, if he think fit, increase the liability by declaring the value he puts upon the horse, and paying an additional sum. The two principles contended for by the railway companies—namely, the limit of the liability and the decision of disputed claims by arbitration—have been adopted by the Legislature in the case of what are called workmen's trains. The history of these workmen's trains has been given in evidence before the committee, and it would appear that the experiment has been satisfactory. The theory was, that as the railway companies disturbed a certain number of working people, who were obliged to remove into suburban districts, it was right that the railway companies should place these people in as good a condition as they had formerly been in by giving them the advantage of very cheap conveyance to and from their work.

The railway companies, in accepting this obligation, stipulated in return that the liability with respect to these trains should be limited, and that claims arising in respect of accidents occurring upon these trains should be settled by arbitration. This stipulation was assented to, and it was accordingly enacted, "That the liability of the company under any claim to compensation for injury or otherwise in respect of each passenger travelling with such tickets as aforesaid, shall be limited to a sum not exceeding £100, and the amo nt of compensation payable in respect of any passenger so injured shall be determined by an arbitrator to be appointed by the Board of Trade, and not otherwise."

The Royal Commissioners in their report recommend that workmen's trains on this principle of limited liability should run in and out of every manufacturing town.

Your committee recommend that facilities should be given for the extension of the system, and that provision should be made to enable railway companies to establish workmen's trains without the necessity of applying to Parliament for the purpose.

With respect to the ordinary traffic of passengers, the recommendation of the Royal Commissioners is in the following terms:—

We recommend that, on the one hand, railway companies should be absolutely responsible for all injuries arising in the conveyance of passengers, except those due to their own negligence; and that, on the other hand, the liability of the railway companies be limited within a maximum amount of compensation for each class of fares.

With respect to these recommendations, your committee propose an alteration in the tribunal before which cases of railway accidents for the future should be heard. They are of opinion that trial by jury does not in these cases work satisfactorily; and they recommend that for the future a court should be established for the trial of these cases without a jury, which would be sufficiently strong to secure the confidence of the public, and which should possess adequate legal experience, and be assisted by engineering and medical advice. They recommend to the careful consideration of her Majesty's Government the best mode of constituting such a tribunal. All disputed claims for damages arising out of railway accidents shall be made to such court, which shall have power, if it thinks fit, to institute an inquiry on the spot.

The costs shall in all cases, when the claimant recovers damages, be borne by the company, except when the company shall have tendered a sum equal to or larger than the sum recovered, in which case the costs shall be in the discretion of the court.

Notices of possible or probable claims shall be given to the company within a limited specified time from the date of the accident; in default thereof no claim shall be established.

Should this tribunal be established, your committee see no reason for altering the present system of unlimited liability. In the event of the tribunal remaining as now, your committee are of opinion that the liability should be limited as follows, viz., in the case of

	£
1st Class Passengers	1,000
2nd ,, ,, ...	500
3rd ,, ,, ...	300

Your committee further think that if this limitation is conceded, the public should have power of insuring with the company, for an additional sum of £3,000 in the 1st class, £2,000 in the 2nd class, £900 in the 3rd class, at a reasonable charge not exceeding 3d. for £1,000 in the 1st class, 2d. for £500 in the 2nd class, and 1d. for £300 in the 3rd class, for the journey.

[Then follows a recommendation of the block system of signalling, which we omit.]

OBITUARY.

THE LORD JUSTICE GIFFARD.

Those who happened to be in the Lords Justices' Court on the first day of last Michaelmas Term will not have forgotten the simple, unaffected, yet expressive language in which allusion was made by the presiding judge to the death of the Lord Justice Selwyn. The presiding judge was the Lord Justice Giffard, who has now himself been cut off in the prime of life. The Lord Justice was the son of Admiral Giffard, by Susannah, daughter of Sir John Carter, and was born at Portsmouth in 1813. He was educated at Winchester and at New College, Oxford, and was called to the bar in 1840. He was soon well known in the courts of equity, and for many years he was among the very first of the junior counsel at the Chancery bar. It was not until

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1859 that he applied for and obtained a silk gown. He attached himself to the court of the present Lord Chancellor, then Vice-Chancellor, Sir William Page Wood, where he proved as successful within as he had been behind the bar. In March, 1868, he was offered and accepted the Vice-Chancellorship, which Sir William Page Wood had vacated on being made Lord Justice, and within ten months afterwards —viz., in December, 1868, he again succeeded Sir William Page Wood as Lord Justice on the promotion of the latter to the Woolsack.

Just after the late Lord Justice was made a Queen's counsel he was seriously ill, and was long absent from court, and though he had apparently recovered his health the recollection of his former illness naturally increased the anxiety of his friends when he was again attacked a few weeks ago. Their anxiety was too well founded. He died on Wednesday, the 13th instant, in the fifty-seventh year of his age.

His numerous clients, his friends at the bar, and those who in any capacity came before him while on the bench, can alike testify to the high legal powers of the Lord Justice Giffard. The present age has witnessed few men more learned in the law, especially in mercantile law, or more quick in applying its principles, and that in no narrow, technical manner, to the facts of a particular case. While a junior he seldom made a speech, and as a leader he never affected display. On the other hand his terse style, ever directed to the real point, was well adapted to argument, and deserved and obtained great weight with the Court, while those who have listened to or perused his judgments know in what precise and forcible language his equally precise and forcible ideas were expressed.

In politics the late Lord Justice was a decided but moderate Liberal. He never sought a seat in Parliament, and he obtained his appointment as Vice-Chancellor from a Conservative Government.

The Lord Justice was no mere lawyer. His refined and cultivated taste, combined with considerable learning in many departments of knowledge, made him an agreeable companion, and long as he will be remembered as a counsel, an advocate, and a judge, still longer will his friends dwell on his social qualities. There are many men at the bar who recall with pleasure the days passed in his pupil-room, the popularity of which was as much due to his kindly manner towards them as it was to the quantity of work to be found in his chambers, and the style in which it was done. He endeared himself to all members of the profession with whom he came in contact, and to know him in private life was justly deemed a privilege. In short, of all who knew him there is not one who, as he mourns over the loss to the profession and the public, does not feel that he has a friend less in the world.

Sir G. M. Giffard was born at his father's official residence in Portsmouth Dockyard, he became a fellow of his college, and married, several years after his call to the bar, Maria, second daughter of Mr. Charles Pilgrim, of Kingfield, Southampton. The Rector of Long Ditton, near Surbiton, is a brother of the late Lord Justice.

MR. SERJEANT KINGLAKE.

John Alexander Kinglake, Esq., Serjeant-at-Law, M.P. for Rochester, and Recorder of Bristol, died on the 8th of July, at his town residence in St. George's-square, after a short illness. He was the son of the late Robert Kinglake, Esq., M.D., of Taunton, by Joanna, daughter of Anthony Apperley, Esq., of Herefordshire, and was born in 1805. He was educated at Eton, and afterwards proceeded to Trinity College, Cambridge, where he graduated B.A. (twenty-second senior optime) in 1826. In February, 1830, he was called to the bar at Lincoln's-inn, and joined the Western Circuit. He had considerable parliamentary practice; and when the present Lord Chief Justice (Sir A. Cockburn) became a member of the House of Commons, much of his parliamentary business fell to the share of Mr. Kinglake, who was largely employed by the late Mr. James Coppock. In 1844 he was created a serjeant-at-law, and in 1849 he received a patent of precedence, to rank after Sir John Rolt, then Q.C. Serjeant Kinglake was for some time recorder of Exeter, but was appointed recorder of Bristol in 1856. He was an unsuccessful candidate for the representation of Wells in July, 1852, and again in 1855. He was elected for Rochester in April 1857, and he continued to represent that city till his death. On entering the House of Commons he had, of course, to give up his parliamentary practice, and some time afterwards he relinquished to a great extent his practice at Westminster, devoting himself chiefly to the duties of the Bristol recordership, one of the best provincial posts of the kind. He was also a deputy lieutenant and justice of the peace for Somersetshire, and was a member of the Athenæum, Reform, and Oxford and Cambridge Clubs. Mr. Serjeant Kinglake married, in 1835, Louisa Rebecca, only daughter of John Liddon, Esq., of Taunton. His son, Mr. Robert A. Kinglake, who rowed more than once in the Cambridge University Crew, was called to the bar at the Inner Temple in November, 1868. Serjeant Kinglake was a cousin of Mr. A. W. Kinglake, the author of "Eothen," the "Invasion of the Crimea," &c.

SOCIETIES AND INSTITUTIONS.

We are requested to state that Mr. George Brash Wheeler is not the Mr. Wheeler who attended the meeting of solicitors held at the Guildhall Coffeehouse last Thursday.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT of the COUNCIL intended to be submitted to the General Meeting of the Members on July 19, 1870.

ATTORNEYS AND SOLICITORS' REMUNERATION BILL.

Before the commencement of the present session, the council had, through the courtesy of Mr. Rathbone, an opportunity of considering the draft of the bill which has now passed both Houses of Parliament, and will, if it receives the Royal assent, in some respects relieve the profession from the injustice arising from an arbitrary system of remuneration.

The bill was introduced in February last by Mr. Rathbone, Mr. Morley, Mr. George Gregory, and Mr. Goldney, and the council have, through Mr. Gregory, been able from time to time to make suggestions upon the subject during the progress of the bill through Parliament.

The measure is very similar to that which was introduced into the House of Lords in the year 1865 by Lord Westbury, at the instance of this society, which measure was, as the members will probably recollect, lost on the second reading by a very slight majority, a result which was attributed to political and other causes, rather than to any serious, or insurmountable objections to the measure itself.

The important principle secured by this bill is, that an attorney or solicitor may make an agreement in writing with his client for remuneration by a gross sum, by a commission, or percentage, or by salary or otherwise; but such agreement may, if unreasonable, be set aside without suit, on motion or petition, by the Court in which the business is done, or by a judge of such court. If however, it appear that the agreement is fair and reasonable, it may be enforced in a summary manner.

Where the agreement is in respect of business done in an action or suit, the amount of it is not to be received by the attorney until the agreement has been examined and allowed by the taxing officer; and if it appears to the taxing officer that the agreement is not fair and reasonable, he may require the opinion of the Court or a judge to be taken, who may reduce the amount of it or order it to be cancelled, and the costs to be taxed in the usual manner.

Agreements may be re-opened, after payment, in certain special cases within twelve months after the payment of the amount agreed for.

No validity is to be given to a purchase by a solicitor of the interest, or any part of the interest, of his client in any suit. Nor is validity to be given to any agreement by which the solicitor stipulates for payment only in the event of success in the suit.

Claims under agreements made under the Act are to be exempt from taxation, except in certain special cases.

It is also provided that solicitors may take security from their clients for future charges or disbursements, to be ascertained by taxation or otherwise, and subject to any General Rules or Orders to be made. Interest may be allowed upon taxation, at such rate and at such times as the taxing officer thinks just, on moneys disbursed by a solicitor for his client, and on moneys of the client in the hands of an attorney or solicitor improperly retained by him.

The bill also contains the much needed provision that the taxing master is, upon any taxation of costs, subject to General Rules or Orders hereafter to be made, to have regard

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in allowing remuneration to the solicitor for his services, to the skill, labour, and responsibility involved. It is also provided that solicitors may perform all such acts as appertain solely to the office of a proctor in any ecclesiastical court other than the provincial courts of the Archbishops of Canterbury and York, and the diocesan court of the Bishop of London, and may make the same charges as proctors.

THE CONCENTRATION OF THE LAW COURTS AND OFFICES.

At the time of the last annual general meeting, the council were very actively engaged in advocating the adoption of the Carey-street site before the select committee of the House of Commons, to which the scheme for the erection of the new law courts and offices there, and Mr. Layard's proposition for erecting them upon a site between Howard-street and the Thames Embankment, were referred.

The main points upon which evidence was laid before the committee were the comparative advantages offered by the two schemes for the convenience of the public and the legal profession—facility of access—cost of erection—architectural effect—and delay in proceeding with the necessary works. The council alluded to these subjects so fully in their last report that it is not necessary to repeat them here. It is, perhaps, sufficient to state, that after a lengthy and laborious inquiry, the committee reported in favour of the already acquired Carey-street site.

The council, in discharge of their duty to the profession and to the suitors, spared neither time nor expense in bringing this measure to a successful issue before the select committee; and they believe that the committee attached considerable weight to some valuable statistics with respect to the profession, which were collected with great labour by the society, and handed in by Mr. John Young, who also gave other important evidence before the committee. These statistics are printed with the evidence in the appendix to the report of the select committee.

Although the great scheme of concentration which has been promoted by this society for about forty years, has at length been confirmed, and the desired site secured, there is still great cause for complaint in the delay in the commencement of the works. The session of Parliament is now drawing to a close, and as yet the council cannot ascertain that any material progress has been made towards the completion of the plans. Questions as to the cause of delay have been asked, from time to time, of the Government in Parliament, which have received one and the same formal answer, "that the plans are in course of preparation."

The council, however, hope that before Parliament rises, the Government will give a distinct assurance that the matter will no longer be deferred.

THE JUDICATURE COMMISSION.

The council mentioned, in their last report, that they had submitted to the Royal Commissioners suggestions with a view to secure uniformity in the procedure and practice of the several courts; and they stated that many of those suggestions had been adopted by the Commissioners in their first report.

On the 9th October last, the Royal Commission was extended, and in the same month the council and the committee of management of the Metropolitan and Provincial Law Association re-appointed the Associated Committee of the two societies to consider the additional subjects referred to the Commissioners.

Soon after the appointment of this committee, the council received a communication from the Commissioners, asking for replies to a series of questions on the subject of the practice and jurisdiction of the county courts. Probably many of the members have seen those questions; but as the matter is one of very great importance to the profession, the questions have been printed in the appendix to this report, together with the answers which were returned.

At the time that the council forwarded to the Commissioners the above answers, they also sent to them some observations of Mr. William Williams, a member of the council, on the subject of the proposed extension of the county court jurisdiction; and these observations are also printed in the appendix.

The council may here state, that the associated committee in framing the answers to the questions, did not rely only on their own experience, but they obtained valuable information and assistance from several members of the profession who had had practical experience of the working of the county court system; and also from the registrars and other officers of some of the metropolitan county courts.

Subsequently some members of the council, and a London solicitor of considerable experience in county court practice, attended at the invitation of the Judicature Commissioners, and gave evidence before them as to the working of the county courts with their present jurisdiction, and more particularly as to the inexpediency of the proposed extension of their jurisdiction.

The effect of the evidence may be thus shortly stated. As to the working of the county courts with their present jurisdiction, it was shown that the great evils which impeded, and to a certain extent destroyed their efficiency, were these: First, the want of a system of judgment by default, the effect of which is that every case (with a very limited exception introduced by the County Court Amendment Act, 1867) is treated as a defended case, and the plaintiffs are most vexatiously put to the expense of attending with their witnesses, and sometimes with an attorney, to establish a claim that is not questioned. Secondly, the compelling plaintiffs as a general rule to sue the defendants in their district, however distant. Thirdly, the insufficient scale of remuneration to solicitors and counsel, the result of which is, that suitors have to provide themselves with professional assistance (which, in a large number of cases, is indispensable) practically at their own expense. And lastly, the absence of means of making interlocutory applications. It was shown that these evils were so seriously felt, that it appeared from information obtained by the council, that wholesale houses in London had found it impracticable to attempt to recover debts under £20 due from debtors residing at a distance. As to the proposed extension of the jurisdiction of the county courts, it was shown that in addition to the above objections, and assuming some of them to be capable of remedy to a certain extent, yet that there were several very serious evils inherent in the county courts which could not be removed, and which must make those courts unfit for the trial of causes more important than those to which their jurisdiction at present extends. Of these objections, the more important were the following:—1st. The want of a judge, or other officer constantly accessible for interlocutory applications, such as orders for particulars, for inspection, for interrogatories, for change of venue, to amend, and the like. 2nd. The difficulty that must arise where both the litigants should not happen to reside in the same town, in compelling one party to employ a strange attorney and counsel, an evil that does not arise as to the superior courts in London, where every country attorney is represented by his regular agent. 3rd. The want of uniformity of law and practice necessarily inherent in isolated local courts. 4th. The want of pleadings defining and limiting the issue to be tried. 5th. The impossibility of preserving a high tone, either in the court or the practitioners, where the large bulk of the business consists of settling disputes of very small amount, conducted in person by the very humblest classes. And lastly, there was urged upon the Commissioners the general impossibility of constructing out of these courts, which were based upon the practice and traditions of the old courts of request, courts capable of satisfactorily disposing of the more important questions of law and fact, which are at present very satisfactorily dealt with in the Courts at Westminster.

It was suggested that, instead of extending the jurisdiction of the county courts by making them courts of first instance, the alteration should be in exactly the opposite direction, by giving to the superior courts the power, after issue joined, of sending all cases under a certain amount, and not involving difficulty, to the county courts for trial. This would give to suitors all the benefits of the superior courts, in the opportunity for interlocutory applications, for raising the issue by pleadings, and in the advantages of centralisation; but it would enable them to try the issue, when raised, at small expense, in the most convenient locality, and before a tribunal generally more satisfactory for the purpose than a common jury.

HIGH COURT OF JUSTICE AND APPELLATE JURISDICTION BILLS.

A copy of the first report of the Judicature Commission was forwarded last year to each member of the society; and it will be remembered that one of the chief features of this report was a recommendation that there should be a general fusion of the separate jurisdictions now exercised by the superior courts of law and equity. This session a bill was

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introduced by the Lord Chancellor into the House of Lords, under the title of the High Court of Justice Bill. The council were anxious to support this bill, so far as it had for its objects :—Firstly, the abolition of conflicting jurisdictions of the superior courts, by giving to each court all the jurisdiction exercised by the superior courts. Secondly, the establishment of the principle that equity, where it conflicts with common law, shall prevail, and shall qualify and modify the latter. And, thirdly, the assimilation, so far as is practicable, of the practice in all the branches of the superior courts.

These views, supported as they were by all the weight of the authority due to the report of the Judicature Commission, were, in accordance with the suggestions and recommendations of the associated committee of the Incorporated Law Society and the Metropolitan and Provincial Law Association, communicated by the Council to the Judicature Commission. But, although the council concurred in the general scheme and object of the bill, yet it appeared to them that the bill was open to great objections in many most important points of its details; and to these the council thought it desirable to direct the attention of the Legislature, in a petition which they addressed to the House of Lords, and which was presented by Lord Cairns. As the main object sought by the council, by this petition, was ultimately attained by an arrangement between the Lord Chancellor and Lord Cairns, it will be sufficient here only to state, shortly, that the objections urged by the council to the bill, in its then form, were as follows :—

That the bill proposed to deal with this important measure, effecting a radical change in the whole administration of justice, in an imperfect manner, leaving, not merely the minor details (which the council were aware could not be conveniently dealt with by inflexible enactments), but some of the most important features of the measure to be worked out by rules of court, which it was proposed should embrace some of the most vital and important branches of the administration of the law, as, for example, whether measures of the highest importance to suitors should be heard by a full court, or by a single judge in chambers; whether suitors should have issues affecting their fortunes, or their characters, in certain cases tried by a jury; whether such rights should be determined by the Court of Justice, or by an accountant or man of science; and numerous other equally important questions relating to the administration of justice. That such delegation by Parliament of its functions to persons however high in authority, not in Parliament, is unconstitutional and objectionable in all cases, and particularly so in a subject of such high importance as the administration of justice.

Particular attention was directed to the fact, that special jurisdiction and procedure have of late years been created and regulated in the courts of common law by the Uniformity of Process Act, the Common Law Procedure Acts, the Railway Traffic Acts, and other Acts; and in the courts of chancery, by the Joint Stock Companies Act, the Trustee Acts, and numerous Acts relating to the fortunes of infants, and other measures, all of which have been the fruit of careful and deliberate legislation; but the provisions of any of which, however carefully framed, might be unintentionally repealed without the consent of Parliament, by the exercise of the proposed delegated powers of making rules and orders.

The council also objected most strongly to the proposal to give the Court the power of compulsorily referring questions in difference to accountants or scientific or other special persons, and though admitting that in some cases accountants or scientific persons might assist the court by inquiries and reports, the council expressed their belief that the masters of the common law courts, or the chief clerks in chancery, are much better qualified than accountants to deal with accounts, from their being accustomed to test the accuracy of evidence. But they most strongly objected to the proposed power of referring questions of fact compulsorily, and without appeal to any persons, but least of all to persons who have not had the advantage of a legal education.

Transfer of Land.

The council in their report last year stated the purport of the answers they had given to the questions issued by the Royal commission appointed in April, 1868.

That commission made its report in November, 1869, and whilst recognising the non-success of Lord Westbury's Act of 1862, it confirmed the opinion which the council had expressed, that the working of that Act had not been impeded by solicitors, on the ground that it was opposed to their interests.

That Royal Commissioners did not take into consideration the expediency of establishing a system of registration, as the principle had already been adopted by Parliament; but they confined themselves, after hearing evidence on the working of the Act of 1862, to making suggestions for its alteration and improvement,—amongst other suggestions, relaxing the necessity for registering, in all cases, an indefeasible title under the existing system, and giving liberty to an owner to register a title, not necessarily marketable, as from a date of his own choice.

In March last, the Lord Chancellor introduced a bill incorporating therein many of the suggestions of the Commissioners; but the bill also contains a clause which makes the registration of the ownership of the fee compulsory upon any sale of land after the expiration of two years from the passing of the Act.

The persons who may apply for registration are—

"(1.) Any person who has contracted to buy an estate in fee simple in land, whether subject or not to incumbrances.

"(2.) Any person entitled for his own benefit at law or in equity to an estate in fee simple in land, whether subject or not to incumbrances.

"(3.) Any person capable, either alone or with the consent of other persons, of disposing, by way of absolute sale, of an estate in fee simple in land, whether subject or not to incumbrances."

The bill also provides for a registration of charges on land.

Although there is little probability of the bill passing in the present session, the council though it right to communicate with the provincial law societies, and with numerous country solicitors, in order to elicit an expression of opinion from solicitors largely concerned in conveyancing business in the country; and, as far as the council have at present ascertained, not a single society or solicitor is in favour of the bill as drawn. They consider that the compulsory clause (45) is objectionable, and, as drawn, impracticable, inasmuch as no undivided interests in land are recognised by the bill.

That the registration in London of all transfers of land would be most inconvenient in country transactions, which are very frequently required to be carried through immemediately, and without the delay and expense of previously searching the register.

And that the inevitable effect of one central registry would be to increase the expense of dealing with land in almost every instance.

There is a general condemnation of the recognition of "agents," if that expression is intended to include persons not duly qualified to act as attorneys and solicitors.

It is also an objection to the measure, that its operation will depend very largely upon the rules which remain to be published.

The council are now engaged in preparing observations on the bill with a view to its improvement.

Stamps on Building Leases.

The profession were much surprised to learn that in November last the Commissioners of Inland Revenue, in adjudicating upon the duty on a lease* for ninety-nine years, at the yearly rent of £33 12*s.*, and containing a covenant by the lessee to complete a partly-erected house, decided, contrary to the construction put upon the Act of 17 & 18 Vict. c. 83, ever since it was passed in 1854, that such lease not only was liable to the *ad valorem* duty on the the rent, but required also a common deed stamp of £1 15*s.*, under section 16 of that Act, in respect of the covenant to complete the house; such covenant being treated as a "further or other valuable consideration" under the terms of that section.

This decision was afterwards affirmed on appeal to the Court of Exchequer; but the council, in common with the profession generally, entertained so strong an opinion that this construction was not in accordance with the intention of the framers of the Act, that they at once memorialised the Chancellor of the Exchequer on the subject.

They urged that section 16 of the Act of 1854 applied only to conveyances, and deeds of that character, and that the increased *ad valorem* duty imposed by the same Act on leases for terms of between 35 and 100 years expressly

* Boulton v. Commissioners of Inland Revenue.—*Law Times*, 5th Feb. 1870.

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pointed at building leases, in which there is invariably a further consideration beyond the rent; and that it was evident that the *ad valorem* duty in such leases was by the Act made six times higher than the duty on other leases, in order to cover this further consideration; and also that, if it had been intended to impose a new duty on so important and well-defined a class of deeds as building leases, it would have been done by express language, in its proper place in the schedule, and not by ambiguous and inferential language in the body of the Act, in a section apparently applicable to conveyances.

The council also pointed out, that according to the principle of the decision of the Court of Exchequer, the judges might, and that it was very probable, on the ground of logical consistency, that they would, at a future day, if the question were brought before them, hold that covenants to repair, to insure, not to carry on particular trades, and other covenants usually inserted in leases form such an additional valuable consideration as to render the 35s. stamp necessary; and that such a decision would render every lease in England granted since the Act of 1854 liable to a penalty. The council therefore urged the Chancellor of the Exchequer to introduce into Parliament a bill to declare that no lease should be deemed to be improperly stamped by reason of the same not having been stamped in accordance with the requirements of section 16 of the above-mentioned Act of Parliament, and to relieve from penalties all persons who had not, so far as regards leases, complied with the terms of such section; and also either to repeal the latter part of the section, or to amend it in such a manner as to render it not applicable to leases. And that all duties paid in consequence of the decision in *Boulton's case* should be refunded on application.

At the request of the council, the Chancellor of the Exchequer received a deputation from their body, when he expressed his opinion that the decision of the Court of Exchequer was so clearly right as to preclude any argument as to the intention of the Act, and no satisfactory assurance of a change being introduced could be obtained from him.

A letter was thereupon addressed to him repeating the views of the council' and intimating that the matter would at once be brought before Parliament.

Accordingly, the council placed themselves in communication with the Honourable Robert Bourke, member for King's Lynn. Mr. Bourke immediately, in an able and lucid manner, explained the matter to the House, when a very general and decided opinion was expressed in favour of the relief sought by the prayer of the memorial.

The council had previously communicated with numerous country solicitors, and with all the provincial law societies, and had taken active measures to bring the matter prominently before the House. The Government, yielding to this pressure, promised to introduce a clause in their intended bill for dealing with the whole subject of the stamp laws.

The Chancellor of the Exchequer, however, on being further pressed, on account of the daily difficulties occurring with regard to leases, introduced a separate bill, under which it was proposed to imdemnify past transactions up to a certain date, but to impose a duty of 10s. in place of the 35s. stamp under the Act of 17 & 18 Vict. upon subsequent leases.

Very great objection was raised to the proposed imposition of the 10s. duty, and Mr. Bourke, therefore, on urgent solicitation from all parts of the country, moved, as an amendment in committee on the bill, to the effect that the duty should not be held to apply in cases of this kind, either past or future.

Although the council felt that it was not within their functions to interfere with the purely fiscal part of the question, the amendment proposed by Mr. Bourke seemed so much better adapted to meet the justice of the case than the Government measure, that they procured for Mr. Bourke numerous promises of support. So much hesitation was, however, shown by the Government in proceeding with their bill, that the council, with the aid of Mr. Bourke, converted his amendment into a substantive bill which he introduced.

Eventually, however, the Chancellor of the Exchequer, to a certain extent, adopted the principle of Mr. Bourke's suggestions, by passing through the House of Commons a bill containing a single clause, which is as follows:—

"No lease already made, or hereafter to be made, for any consideration or considerations in respect whereof it is chargeable with *ad valorem* stamp duty, and in further consideration either of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him, or of any usual covenant, shall be deemed to be or to have been chargeable with any stamp duty in respect of such further consideration."

This clause is not so satisfactory as the bill brought in by Mr. Bourke, which proposed to declare that section 16 of the Act of 1854 was not to apply to leases; and, moreover, the words "or of any usual covenant" introduce an element of doubt, since the Act of 1854 may still render leases liable to the additional stamp in those cases where any covenant not coming under the strict term "usual" is inserted.

The council, therefore, are still endeavouring to procure, in the House of Lords, an amendment which will remove the ambiguous phrase "usual covenant," and substitute for it the language of Mr. Bourke's Bill, viz., "any covenant relating to the subject-matter of the lease."

Stamp Duties Bill.

In May last the Chancellor of the Exchequer brought into the House of Commons a new Stamp Duties Bill, which was ordered to be printed on the 20th of that month. The second reading was fixed for the 30th of May. As soon as the council could obtain copies of the bill, which had never been submitted to them for consideration, and upon which they had not been in any way consulted, they gave it their careful attention, and found that it contained many new principles of law and objectionable provisions; and they drew out a few observations on some of the prominent objections, to assist Mr. George Gregory and other members of Parliament in endeavouring to get the Chancellor of the Exchequer to allow more time than he seemed disposed to afford, for the consideration of the bill by the profession and the public. The bill was brought in professedly as a consolidation bill, but it was pointed out to the Chancellor of the Exchequer that it was by no means of that simple character. For instance, by clause 8 any instrument having several distinct operations was to be separately charged, so that a conveyance operating partly by appointment, and partly by grant, might require two stamps; and by clause 10 all the facts and circumstances affecting the liability of any instrument to duty, were to be fully set forth in the instrument, under a penalty, on persons executing and all persons employed in preparing it, of £50. Again, by clause 17 any instrument not duly stamped was not to be available "for any purpose or upon any occasion whatsoever;" and by clause 126 not only was a new duty imposed on trust money invested in real estate when put into settlement, but the provision for assessing the stamp might involve the investigation of trust accounts extending over thirty years or more, and was incapable of being practically carried into effect except in the most simple case.

Mr. George Jenkins, the conveyancer, was afterwards employed by the council to prepare objections and suggestions for alterations in the bill, and these were submitted to the Chancellor of the Exchequer and the Solicitor to the Inland Revenue Office; but, owing to the short time allowed for consideration of the bill, and the numerous existing Acts referred to, it was impossible to enter into all points of objection. A long discussion took place between some of the officers at the Inland Revenue Office and members of the council. Eventually, Mr. Jessel succeeded in inducing the Chancellor of the Exchequer to undertake to get the bill amended and reprinted before being brought into the committee, and to promise that the bill should be a mere consolidation bill, except so far as any alterations which he might make should not be objected to.

The council expect shortly to obtain a print of the amended bill, when it will have their careful consideration.

The bill has (by referring to the existing Acts for the purpose of consolidation) brought prominently forward a great many objections to the law in regard to stamps as it now stands, but the council are unable in the present session, to do more than assist in obtaining a consolidation bill, with such amendments as may be agreed on with the Chancellor of the Exchequer; leaving to a future period the question what alterations should take place in the general law of stamps. It will be much easier to discuss these questions when the consolidation Act is passed.

(To be continued).

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LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting, held at the Hall of the Incorporated Law Society, on Thursday, the 7th inst, the ordinary business was transacted, and the proposed new rules which had been referred back to the directors by the adjourned annual general court were again considered.

LAW STUDENT'S DEBATING SOCIETY.

The annual dinner of this society took place at the Crystal Palace on Tuesday, the 12th of July, Mr. Joseph Addison in the chair. There was a large attendance of members.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1870.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction :—

1. Frederick Huxley, who served his clerkship to Mr. Thomas Lister Farrar, of Manchester.

2. Henry Claud Lisle, who served his clerkship to Mr. Frederick Chetwode Hoskins Bellyse, of Audlem.

3. Edward Cripps, jun., who served his clerkship to Mr. John Ingram, of Steyning; and Messrs. Burton, Yeates, & Hart, of London.

4. George Richard Wace, who served his clerkship to Messrs. Wace, of Shrewsbury; and Messrs. Woodcock & Ryland, of London.

5. Apsley Petre Peter, who served his clerkship to Mr. Richard Peter, of Launceston; and Messrs. Childs & Batten, of London.

6. Wotton Ward Isaacson, who served his clerkship to Messrs. Pidcock & Son, of Worcester; and Messrs. Taylor, Mason, & Taylor, of London.

7. Edward Athow Field, B.A., who served his clerkship to Mr. Edward Field, of Norwich; and Messrs. Williamson, Hill, & Co., of London,

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :—

To Mr. Huxley, the prize of the Honourable Society of Clifford's-inn.

To Mr. Lisle, the prize of the Honourable Society of New-inn.

To Mr. Cripps, Mr. Wace, Mr. Peter, Mr. Isaacson, and Mr. Field, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation :—

Godfrey Alexander Baker, B.A., who served his clerkship to Messrs. Cookson, Wainewright, Pennington, & Wainewright, of London.

William Martin Best, who served his clerkship to Mr John George Thompson, of Stockton-on-Tees.

John Isaacs, jun., who served his clerkship to Mr. John Patrick Murrough, of London.

George Brewis McQueen, who served his clerkship to Mr. George Brewis, of Newcastle-upon-Tyne; and Messrs. Chartres & Youll, of Newcastle-upon-Tyne.

George Mason, who served his clerkship to Mr. Edward Nicholls, of Callington; and Messrs. Pattison, Wigg & Co., of London.

William Rose Parrott, who served his clerkship to Mr. John Parrott, of Stony Stratford; and Messrs. Iliffe, Russell & Iliffe, of London.

David Hunton Porrett, who served his clerkship to Messrs. Moody, Turnbull & Graham, of Scarborough; and Messrs. Edwards, Layton & Jacques, of London.

William Rogers, who served his clerkship to Messrs. Potts, Potts & Roberts, of Chester.

Lionel Nicholas Walford, who served his clerkship to Mr. Herbert Henry Walford, of London; and Messrs. Frere, Cholmeley, Foster & Frere, of London.

Harry Woodward, who served his clerkship to Mr. John Harry Jonathan Woodward, of March; and Messrs. Ravenscroft & Hills, of London.

The Council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of twenty-six :—

James Mason Allen, who served his clerkship to Mr. David William Heath, of Nottingham; and Messrs. G. L. P. Eyre & Co., of London.

The number of candidates examined in this term was 165 of these 153 passed and 12 were postponed.

PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO ATTORNEYS AND SOLICITORS.

This examination took place on the 13th and 14th inst., at the new Examination Hall of the Incorporated Law Society, London, and at Birmingham, Bristol, Exeter, Leeds, Liverpool, and Newcastle-on-Tyne.

COURT PAPERS.

COMMON LAW BUSINESS AT THE JUDGES' CHAMBERS.

The following regulations for transacting the business at the judges' chambers will be observed until further notice:—

All affidavits will be sworn at the chambers of the Lord Chief Justice of England.

Acknowledgments of deeds will be taken at eleven o'clock precisely.

Adjourned summonses before the judge will be heard at a quarter past eleven, and

Summonses of the day immediately afterwards, according to number.

Counsel will be heard at half-past twelve o'clock.

Before the masters, adjourned summonses will be heard at eleven o'clock precisely, the summonses of the day immediately afterwards, and counsel at twelve o'clock.

The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it should be distinctly understood that he will not hear any summons or application directed by the said rule to be heard by the masters.

CHANCERY ORDER.

General Petition Day.—Vice-Chancellor Stuart and Vice-Chancellor Malins, July 22; the Master of the Rolls and Vice-Chancellor Bacon, July 23.

Last seal, July 29.

Last day for taking in stock orders at the Accountant-General's, Aug. 6.

Last day for taking in money orders, Aug. 9.

To expedite the completion of "money orders," the Master of the Rolls and the Vice-Chancellors will allow a limited number of *unopposed* petitions dealing with stock or cash in the hands of the Accountant-General to be placed at the head of the paper on each day during the intervals between the general petition day and the last seal.

R. H. LEACH, Senior Registrar.

The clerkship of the burial board of Lambeth parish is about to become vacant by the retirement of Mr. Woolley.

Mr. Edward Smirke, barrister-at-law, has resigned the appointment of Vice-Warden of the Stannaries of Devon and Cornwall, which is worth £1,500 per annum, and is in the gift of the Prince of Wales, as Duke of Cornwall.

Mr. Jacob Henry Tillett, solicitor, has been elected to represent the city of Norwich in Parliament, and took his seat in the House of Commons on the 14th. Mr. Tillett was admitted in 1839, and was formerly clerk to the Commissioners of Income Tax for Norwich. The rival candidate was Mr. J. W. Huddleston, Q.C., formerly M.P. for Canterbury. Mr. Tillett was unsuccessful at the general election in November, 1868. It is stated that his return will be petitioned against.

THE RECORDERSHIP OF BRISTOL.—Among the men of mark who have formerly been recorders of Bristol, may be mentioned the late Lord Lyndhurst, Sir Charles Wetherell, Mr. Justice Crowder, and the present Lord Chief Justice Cockburn.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 15, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 91⅞	Annuities, April, '85
Ditto for Account, Aug. 91⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅛	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234½
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205xd	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent. July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	77
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	131
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	70
Stock	Lancashire and Yorkshire	100	134
Stock	London, Brighton, and South Coast	100	40
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	127
Stock	London and South-Western	100	90½
Stock	Manchester, Sheffield, and Lincoln	100	50⅝
Stock	Metropolitan	100	69½
Stock	Midland	100	129¾
Stock	Do., Birmingham and Derby	100	98
Stock	North British	100	36
Stock	North London	100	119
Stock	North Staffordshire	100	64
Stock	South Devon	100	47
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34440	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
00000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	16 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
89220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

The money market news of the week may be summarised by saying that the mutual attitude of France and Spain occasioned a panic early in the week; later a reaction took place, and then a heavy relapse. Nothing remains for us to say, except to point out that if people sell out one thing they must buy another, unless they mean to "tie up" their money in stockings, and that such securities as colonial loans and English Railways, &c., are scarcely likely to be physically affected by war between France and Prussia.

IMPORTANT DECISION.—A decision of considerable importance, involving as it does, the question of liability of shipowners for ocean-borne goods when entered in bond, has recently been rendered by the Supreme Court of the United States. It appears that an importer of this city brought an action against the Liverpool, New York, and Philadelphia Steamship Company to recover the value of one of twenty-three cases of merchandise shipped from Ireland to this port. The duties were not paid, but the goods were entered in bond by consignee for a designated warehouse, and permit delivered to a carman, who usually performed plaintiff's cartage, and was at the same time a licensed United States Customs carman. The usual notice of unlading of the ship was published and brought home to both the consignee and customs authorities. The whole twenty-three cases were proved to have been delivered over the vessel's side on the usual wharf, and were checked both by a clerk of defendants and one or two customs officers who were stationed there, and the goods were virtually placed under the latter's control and direction. One of the cases was subsequently lost; how or where was not ascertained. It was claimed by plaintiff that defendants were bound to watch and take care of the case until it was entirely off the wharf, and receipt obtained for it by the usual *employé* of the defendants stationed at the end of the wharf. The defendants claimed that the liability as carriers was discharged the moment they passed the goods over to the United States authorities, whom the plaintiff, by not paying duty, had virtually constituted his agents to receive the goods, under the United States laws and Treasury regulations. The referee, before whom the case was tried, held the defendants liable. The case was then carried to the United States Supreme Court, where, at the late general term, the judgment was reversed. Judge Brady, dissenting, held that the defendants, to remove their liability, should have proved affirmatively that the goods were discharged in the day-time. The majority of the Court, however, held that in this case, that question was immaterial, inasmuch as the missing package contained dutiable goods, and that, under the United States statutes and Treasury regulations the customs authorities were the only persons authorised to receive such goods on the wharf; and it appearing that they did so receive this package, with its reception by them, whether in the day or night-time, the liability of the defendants terminated. This decision is in accordance with equity and fair dealing, and as it involves a question which has frequently given rise to vexatious and expensive litigation, it will be hailed with satisfaction by shipowners and agents.—*New York Shipping List.*

A woman in Illinois, preparing herself for the bar, called recently at the Law-book House of E. B. Myers, in Chicago, purchased six hundred and fifty dollars worth of law books, paid five hundred dollars down, and the balance upon the delivery of the books. Since this purchase, Mr. Myers says he is in favour of women being admitted to the bar, and believes he would vote to give them the right of suffrage.—*Chicago Legal News.*

CONJUGAL SEPARATION IN FRANCE.—A report of judicia statistics recently made by the French Minister shows that applications for *separation de corps* have largely increased of late years. In 1857 the total number of such applications throughout the whole of France was only 1,191, while in 1868 it reached no less a total than 3,000. The courts granted the applications in the proportion of 89 per cent. In 2,683 cases the wife was the plaintiff, and only 316 applications were at the instance of the husband—*Times.*

TESTAMENTARY CAPACITY.—An American law newspaper reports a probate case in which a great number of witnesses were called to prove a testator incapable of making a will. The Court observed:—The witnesses for contestants had very curious notions as to what constitutes testamentary capacity. One says, he was spiritually blind; another that he was disconnected in conversation, and as an instance, says, that "he would talk about what people ought to do, and then never do it himself;" another, that "what was strange in his conversation about selling his property, was the enormous price he asked for it . . . eight hundred dollars an acre;" another, that he would fly from one thing to another not connected with it. G. W. Scattergood says, he would talk strangely, sometimes he would say. "he had seven and-a-half acres, sometimes seven and three-quarter acres, and sometimes seven and-a-quarter acres." Peter Castor says, that his "idea is, that a man incapable of doing business is incapable of making a will." The case is gravely reported with the head-note—*Testamentary Capacity is Not to be Determined by the Notions or Ideas of Witnesses!*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GARTH—On July 10, at 74, St. George's-square, Pimlico, the wife of Richard Garth, Esq., Q.C., of a son.

HARPER—On July 10, at Hutton House, Cheshunt, the wife of Thomas Etheridge Harper, solicitor, of a son.

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MILLAR—On July 14, at 59, Kensington-gardens-square, the wife of Frederick Charles James Millar, of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGES.

CARBERY—COX—On Saturday, May 14, at Christ Church, Georgetown, Demerara, Edward Spencer Carbery, Esq., of the Middle Temple, barrister-at-law, to Lydia Edith, only daughter of the late Wiltshire Cox, Esq., of Brighton.

GARDEN—GRIFFITH—On July 5, at 17, Rubislaw-terrace, Aberdeen, Farquharson Taylor Garden, advocate, to Mary, daughter of Charles Fox Griffith, late manager of the Scottish Provincial Assurance Company.

MALIM—GRUGGEN—On Thursday, July 7, at All Saints' Church, Chichester, Frederick John Malim, solicitor, Chichester, to Frances Elizabeth, youngest daughter of the late J. P. Gruggen, Esq., of Chichester.

DEATHS.

GIFFARD—On Wednesday, July 13, at 4, Prince's-gardens, the Right Hon. the Lord Justice Sir George Markham Giffard, in the 57th year of his age.

HILL—On July 6, at Salisbury, Mr. Stephen Hill, solicitor, aged 64.

LUSH—On April 3, on board the Great Britain, on his passage to Melbourne, Robert C. Lush, Esq., of 54, Bessborough-street, S.W., eldest son of the Hon. Mr. Justice Lush, in his 29th year.

NEWMARCH—On July 13, at Whaddon House, Bruton, Somerset, Mary Eliza, wife of John Newmarch, of the Inner Temple, barrister-at-law, aged 36.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, July 8, 1870.

UNLIMITED IN CHANCERY.

Alfred Average Association for British, Foreign, and Colonial Built Ships.—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, of 85, Cheapside. Wednesday, Nov 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Queen Average Association for British, Foreign, and Colonial Built Ships. Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, of 85, Cheapside. Wednesday, Nov. 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Zara Baths Company.—Vice-Chancellor James has, by an order dated June 28, appointed Charles Tattersall, of Manchester, to be official liquidator.

LIMITED IN CHANCERY.

Danderwen Slate Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 31, appointed Benjamin Bailey, of 6, Mario-street, Leeds, to be official liquidator. Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to the aforesaid. Saturday, Aug 6, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Freehold and General Investment Company (Limited.)—Vice-Chancellor James has, by an order dated June 29, appointed Arthur Cooper, of 13, George-street, Mansion-house, to be official liquidator.

Land and Sea Telegraph Construction Company (Limited).—Petition for winding up, presented July 1, directed to be heard before Vice-Chancellor Malins on July 15. James & Darley, John-street, Bedford-row, solicitors for the petitioner.

London Depository Company (Limited).—Creditors are required, on or, before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to James Harris, of 8, Old Jewry. Monday, Nov 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, July 12, 1870.

UNLIMITED IN CHANCERY.

Zara Baths Company.—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Charles Tattersall, of Manchester. Monday, Oct 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Anglo-Moravian Hungarian Junction Railway Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 31, appointed Frederick Bertram Smart, of 85, Cheapside, to be official liquidator. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, of 85, Cheapside. Monday, Oct 31, at 1, is appointed for hearing and adjudicating upon the debts and claims.

Great Oceanic Telegraph Company (Limited).—Vice-Chancellor Malins has, by an order dated May 30, appointed Frederick Maynard, of 55, Old Broad-street, to be official liquidator.

Land and Sea Telegraph Construction Company (Limited).—Petition for winding up, presented July 22, directed to be heard before Vice-Chancellor Malins on July 22. Tilleard & Co, Old Jewry, solicitors for the petitioners.

Severn Bank Hotel and Newnham Ferry Company (Limited).—Vice-Chancellor Stuart has, by an order dated July 1, ordered that the winding up of the above company be continued. Brown, 35, Lincoln's-inn-fields, solicitor for the petitioners.

South Eastern Baths and Wash-houses Company (Limited).—Petition for winding up, presented July 2, directed to be heard before Vice-Chancellor Malins on July 22. Minet & Smith, New Broad-street, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 7, 1870.

Amicable Hearts of Oak, Globe Tavern, Hatton-garden, Middlesex. June 29.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 8, 1870.

France, Fredk Augustus Harold, Charterhouse-sq, Solicitor. July 25. France v Webb, V.C. Stuart. Helsham, Poultry.

Wait, Caroline, Weston-super-Mare, Widow. July 29. Wait v St. Albyn, M.R. Smith, Weston-super-Mare.

Wait, Wm Savage, Woodborough, Somerset, Esq. July 29. Wait v St. Albyn, M.R. Smith, Weston-super-Mare.

Next of Kin.

Wild, John Nicholas, sen., Kidlington, Oxford, Farmer. Feb 10. Harris v Wild, V.C. Stuart.

TUESDAY, July 12, 1870.

"Arnoldi" (the Schooner).—July 29. Turgoose v Gann, V.C. Malins.

Everard, Wm, King's Lynn, Norfolk, Banker. Aug 12. Ingle v Goodwin, M.R. Archer, King's Lynn.

Garner, Eliz, Leicester, Widow. July 29. Garner v Garner, V.C. Malins. Spooner, Leicester.

Puleston, Sir Richd, Emral Park, Flint, Baronet. Aug 2. De Puleston v Bailey, V.C. Bacon. Bowker & Co, Bedford-row.

Taylor, Thos, Bishopthorpe, Lincoln, Farmer. July 30. Bainton v Taylor, V.C. Bacon. Blake, Lincoln's-inn-fields.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 8, 1870.

Avery, John, Rye, Sussex, Cordwainer. Aug 1. Butler, Rye.

Avison, Thos, Wakefield, York, Gent. Aug 1. Lees & Co, Bradford.

De Bathe, Sir Wm Plunkett, Knightsdown, Meath, Bart. Aug 15. Young & Co, Fredericks-pl, Old Jewry.

Easter, Wm, East Donyland, Essex, Master Mariner. Aug 6. Neck & Donaldson, Colchester.

Eyre, Mary Ann, Coventry, Warwick, Spinster. Aug 10. Woodcocks & Co, Coventry.

Howard, Caroline, Norwood, Surrey, Spinster. Sept 1. Paine & Layton Old Broad-st.

Jancowski, Wm, Scarborough, York, Hotel Keeper, Aug 1. Calvert, York.

Knapp, Tyrrell, Headington Hall, Oxford, Esq. July 30. Bartlett, Abingdon.

Medcalf, John, Hurst, Berks, Yeoman. Aug 31. Soames, New-inn, Strand.

Pickop, John Chas, Walton-le-Dale, Lancaster, Gent. Sept 4. Pickop, Blackburn,

Piggott, Thos, King's Heath, Worcester, Boiler Manufacturer. Aug 31. Tyndall & Co, Birm

Ping, Geo Jonathan, Gloucester, Gent. July 30. Wiltons & Riddiford, Gloucester.

Shaw, John, Watnall, Nottingham, Farmer. July 27. Brown, Nottingham.

Shelmerdine, Thos, Manch, Silk Manufacturer. Aug 19. Woolley, Manch.

Shepherd, Chas Mitchell, Little Surrey-st, Blackfriars, Licensed Victualler. Aug 5. Hunter & Co, New-sq, Lincoln's-inn.

Ward, Hannah, Ealing, Middlesex, Widow. Oct 1. Beddome, Nicholas-lane.

Waterman, Eliz, Worthing, Sussex, Widow. Aug 1. Edmunds, Worthing.

Watson, Eliz Maria, Milford-pl, Brixton, Widow. Sept 8. Burgoynes & Co, Oxford-st.

Whitehead, Jas Heywood, Saddlesworth, York, Esq. Aug 10. Litler & Harwar, Oldham.

Woodward, Joseph, Uckington, Gloucester, Farmer. Aug 1. Wiltons & Riddiford, Gloucester.

TUESDAY, July 12, 1870.

Baker, Geo, Nottingham, Gent. Sept 1. Hunt & Son, Nottingham.

Butler, John Hampton, Croom's-hill, Greenwich, Stock Broker. Sept 24. Webb & Co, Argyll-st.

Cowen, Robert, Nottingham, Gent. Sept 1. Hunt & Son, Nottingham.

Davies, Thos, Ellesmere, Salop, Gent. Aug 16. Salter, Ellesmere.

Davis, Wm, Lansdown-rd North, Kensington-pk, Gent. Sept 1. Wright & Marshall, Birm.

Dodd, Geo, Whitchurch, Salop, Plumber. Aug 1. Jones, Whitchurch.

Duge, John, Heigh-ham, Norwich, Gent. Aug 15. Winter & Francis, Norwich.

Fryer, Mary, North Shields, Northumberland, Spinster. Sept 1. Leitch & Co, North Shields.

Gwyn, Mary Ann, Astbury Hall, Salop, Widow. Sept 1. Gordon & Nicholls.

Hankin, Daniel, Stiffkey, Norfolk, Esq. Sept 1. Woodrooffe & Plaskitt, New-sq, Lincoln's-inn.

Jamieson, Ann, Lpool, Licensed Victualler. Aug 10. Culshaw, Lpool.

Lindfield, Mary, Harmood-st, Kentish-town, Widow. Aug 20. Webb & Co, Argyll-st, Regent-st.

Mapas, Alex Talbot Eustace, Bath, Somerset. Aug 25. Comyn, Lincoln's-inn-fields.

Moody, Joseph, Chapel-st West, Mayfair. July 31. Toller & Sons, Doctors'-commons.

Rees, Wm, Cynnyllmawr, Cardigan, Farmer. Aug 1. Crealock, Aberystwyth.

Roberts, David, Cardiff, Pilot. Aug 15. Waldron, Cardiff.

Wakefield, Samuel, Beeston, Nottingham, Gent. Sept 1. Hunt & Son, Nottingham.

Wicks, Benj, Cook's Ferry, Edmonton, Victualler. Aug 8. Martineau & Reid, Raymond-bldgs, Gray's-inn.

Wightman, Richard Luttley, Cattistock, Dorset, Builder. Aug 31. Baskett, Evershot.

Willans, Wm Stead, Halifax, York, Woolstapler. Aug 15. Norris & Foster, Halifax.

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Williams, Benj, Limpsfield, Surrey, Esq. Sept 1. Bevan & Daniell, Chancery-lane.
Yearsley, Jas, Saville-row, Burlington-gardens, M.D. Aug 1. Withall & Compton, Gt George-st.

Bankrupts.

FRIDAY, July 8, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Roberts, Thos, & Thos Lloyd Roberts, Walham-green, Cantractors. Pet July 6. Hazlitt. July 20 at 12.

To Surrender in the Country.

Barron, Chas Hy, Ewell, Surrey, Draper. Pet July 4. Roland. Croydon, July 19 at 12.
Batchelor, Stephen, Farm-rd, Lower Sydenham, Builder. Pet July 1. Bishop. Greenwich, July 25 at 2.
Bentley, Alfd, Nottingham, Wholesale Milliner. Pet July 4. Patchitt. Nottingham, July 21 at 11.
Clark, Thos, Richmond, York, Currier. Pet July 6. Jefferson. Northallerton, July 19 at 11.
Dunkley, Abel, Earl's Barton, Northampton, Shoe Manufacturer. Pet July 4. Dennis. Northampton, July 25 at 10.
Leitch, Chas, & Jas Sheldon, Sheffield, Hackle Pin Manufacturers. Pet June 17. Wake. Sheffield, July 20 at 1.
Mason, Robt, & John Mason, Gateshead, Durham, Builders. Pet July 4. Mortimer. Newcastle, July 20 at 11.30.
Reynolds, John, Lpool, Provision Merchant. Pet July 2. Watson. Lpool, July 22 at 2.
Sharland, Chas, Poole, Somerset, Currier. Pet July 6. Meyler. Taunton, July 23 at 11.
Brampton, Saml Thos, Devizes, Wilts, Stationer. Pet July 4. Smith. Bath, July 18 at 1.
Solomon, Jacob, Chatham, Kent, Vendor of Drugs. Pet July 5. Acworth. Rochester, Aug 4 at 2.30.
Twentyman, Richd, Sudbury, Suffolk, Boot Maker. Pet July 5. Barnes. Colchester, July 27 at 11.30.
Willans, Wm Russell, Hackness, York, Gent. Pet July 5. Woodall. Scarborough, July 19 at 2.

TUESDAY, July 12, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allen, Edwin, Earl-st, Southwark, Scaleboard Maker. Pet July 6. Spring-Rice, July 25 at 12.
Palmer, Fredk Wm, Mincing-lane, Merchant. Pet July 7. Murray. July 27 at 12.

To Surrender in the Country.

Bowman, Joseph, Dover, Kent, Grocer. Pet July 9. Callaway. Canterbury, July 25 at 10.
Carter, John, Luton, Bedford, Plait Merchant. Pet July 8. Austin. Luton, July 29 at 1.
Cook, Valentine Oswell, Leeds, out of business. Pet July 7. Marshall. Leeds, July 26 at 11.
Dixon, John, Leeds, Beerseller. Pet July 8. Marshall. Leeds, July 26 at 11.
Edwards, John, Manch, Timber Merchant. Pet July 9. Kay. Manch, July 28 at 9.30.
Fairlie, Fras Chas, Lpool, Theatrical Proprietor. Pet July 7. Hime. Lpool, July 26 at 2.
Harvey, Miles, Hereford, Farmer. Pet July 8. Reynolds. Hereford. July 28 at 11.
Hunt, Hy, Stafford, General Smallware Dealer. Pet July 8. Spilsbury. Stafford, July 23 at 10.
Newton, Eliz, Heathfield, Somerset, Innkeeper. Pet July 7. Meyler. Taunton, July 23 at 3.
Priddey, Alfd, Birm, Grocer. Pet July 7. Chauntler. Birm, July 25 at 1.
Priddey, Joseph, Birm, Grocer. Pet July 7. Chauntler. Birm, July 25 at 1.
Young, John, Wigan, Lancashire, Schoolmaster. Pet July 7. Part. Wigan, July 28 at 1.

BANKRUPTCIES ANNULLED.

FRIDAY, July 8, 1870.

Stephens, Simeon Hext, Ilminster, Somerset, out of business. July 6.

TUESDAY, July 12, 1870.

Irving, Benj, Balsall-heath, nr Birm, Lace Manufacturer. June 30.

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The Solicitors' Journal.

LONDON, JULY 23, 1870.

THE MARRIED WOMEN'S PROPERTY BILL has been returned by the Select Committee of the House of Lords in such a form that, to use a popular expression, "its own mother would not know it again." In fact, the whole bill has disappeared, and instead we have a number of isolated provisions dealing with particular cases of admitted hardship, but leaving the general law outside those particular cases quite untouched. We quite agree with Lord Houghton that this is a bill "founded on a total absence of principle," but in that respect it is in accordance with most of our remedial legislation. As we entirely disapproved of the principle contained in the bill as it was sent up to their Lordships, we cannot regret that that principle has been negatived; and, as a temporary expedient, until some satisfactory principle can be determined upon, we are glad to accept the bill in its altered form, as removing some of the most obvious evils of the present law, without introducing, at least to any appreciable extent, the objectionable features of the original bill. But we still hope at no very distant period to see that true rational principle established which has for nearly a century been the governing principle in a large part of Europe, and which has been already advocated on more than one occasion in these columns.

Since the bill passed through committee we have learned that Lord Romilly has succeeded in introducing on the report an amendment in accordance with his Lordship's own constant practice, settling on the married woman the whole of any legacy under £200 which may be bequeathed to her generally. We have no objection to this. It was urged that when the testator has not chosen to say that the fund should be settled, the law ought not to settle it; but the obvious answer is that this is already done whenever the aid of the Court of Chancery has to be invoked by the husband, and the present Lord Chancellor has directed, in *Re Swan* (12 W. R. 738, 2 H. & M. 34), that the money may be paid into court by the executor for the mere purpose of having it so settled. Surely then it is but right to make the settlement matter of law, without this circuitous and expensive procedure for the purpose.

THE GOVERNMENT INTEND to introduce a bill "to amend the neutrality laws," by which, of course, is meant, not the international law of neutrality, which can only be dealt with by international convention, but those statutes (Foreign Enlistment Acts, &c.) by which the British Legislature has endeavoured to guide British subjects into compliance with the terms of the conventions by which the subject is regulated. It is, of course, important that in such a time as the present our legislation of this description should be as complete as possible. With respect to "contraband of war," a most important topic to the shipping and mercantile interest, the Government decline the responsibility of a definition. Practically, it is for the Prize Court of the capturing flag to say what is contraband of war in the individual case. In the present days of steam navigation coal would probably be considered contraband, and such was the view adopted by the Foreign Office in 1859, in a letter of advice quoted by Mr. Gladstone on Thursday evening last.

THE LORD CHANCELLOR'S BILL for the Improvement of the Judicial Committee is not, we fear, well calculated to effect the object for which it was avowedly introduced. The bill, in our opinion, does at once too much and too little. It does too little because, instead of enabling every Privy Councillor, whose previous training might be presumed to have fitted him for the task, to advise the Crown as to the exercise of its appellate prerogative, it merely empowers the Crown to add a further limited number to the two persons who can at present be arbitrarily appointed members of the Committee. This seems to us faulty in principle as well as inexpedient. The Privy Councillors are her Majesty's highest and most trusted advisers, and their ranks are continually recruited from amongst those who bear or have borne the highest places in all the different walks of life, and the position of a Privy Councillor ought of itself to be considered sufficient qualification for a member of this Committee, if only that position has been attained by reason of "judicial" services of any kind. The guaranty that no unqualified persons shall be found sitting on this Committee should be sought in the exclusion of all persons below the rank of Privy Councillors, not in the arbitrary selection of a limited number from amongst those equally eligible. Granted that no one should be a member of this Committee who is not a "judicial" member of the Privy Council—*i.e.*, unless he holds, or has held, some high judicial or *quasi*-judicial office; nay more, unless his appointment as a Privy Councillor was directly consequent upon his tenure of such office—surely it might be assumed that no such person would be sworn on the Privy Council unless either his personal qualifications or the office which he filled was sufficient to entitle him to take rank with the colleagues whom he would find there. As the bill is drawn, the Committee will still consist of an unlimited number of purely English judges and ex-judges; while the number of judges representing all the rest of the empire, and particularly the colonies (who never could, in the nature of things, be very numerously represented there) is still so arbitrarily confined as to render it not impossible that services of the highest value may from time to time have to be dispensed with merely from want of room on the Committee. And yet the universality, so to speak, of the Committee, and the power of employing the most distinguished services, wherever found, constitutes one of its principal claims to the confidence and obedience of the colonial tribunals.

Again, the bill seems to us to do too little, in confining the number of sub-committees which may sit at one time to two. Provided always that not less than three members sit on each sub-committee, there can be no good reason why the number of such sub-committees sitting at once should be limited at all, for there is certainly no ground for supposing that any such limitation would tend to strengthen the committee or committees actually sitting; on the contrary, experience shows beyond controversy that not more than three members would attend, as a general rule, even though but a single Court should be formed. Surely, then, the bill might well have left the Committee power to form as many divisions as it could whenever there was sufficient pressure of business to call for sub-division at all.

On the other hand the bill, so niggardly with reference to Indian and colonial judges, contains a provision enabling the Crown to appoint any barrister of fifteen years standing, (which means, we presume, though it is not so stated, at the bar of England,) who might happen to have been made a Privy Councillor, a member of this Committee, although he might never have held any

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judicial office at all, or even been entrusted with a solitary brief in his whole career. He might have been sworn of the Privy Council because he had inherited a peerage, or on account of high political claims; he might, for instance, be Chancellor of the Exchequer, or a Secretary of State, and thereupon, if only he had been called to the bar fifteen years before, though he had never even attempted to practice, he is to be eligible to be appointed a member of a court of appeal of the highest dignity and power. This clearly ought not so to be.

Finally, we conceive that the idea of paying salaries to the members of the Committee is a grave mistake. The dignity of the Court is a large part of its efficiency, and that dignity depends, we think, very much on the fact that these are the constitutional advisers of the Crown directing the sovereign in the exercise of one of her highest prerogatives; a fact which would inevitably be lost sight of in the decisions of a court mainly composed, as it would inevitably become, of salaried judges. If it be found by experience, as may be the case, that without some pecuniary inducement sufficient regularity of attendance cannot be obtained, it would, we think, be far better to set about this by some graduated scale of pension, to be regulated according as the member did or did not attend with regularity the sittings of the Committee, than, by creating a class of paid judges, to lower the status of the court, and eventually, in all probability, destroy its prestige. Moreover it cannot be doubted that from the time the paid judges began to sit, the attendance of the unpaid members would fall away, till at no distant period all that is distinctive in the Judicial Committee would be lost, and we should merely have added another, and by no means judiciously, to the regular paid courts of the country.

IT HAS BEEN UNDERSTOOD that a petition would be presented in reference to the late Norwich election, praying that the election of Mr. Tillett might be declared void, and claiming the seat for Mr. Huddleston.

The time for presentation has not yet expired, and we have no information beyond the reports in circulation. Supposing, however, that the facts relied on by the petition if presented should be those referred to in the opinion of Mr. Mellish and Mr. Barstow which has been published, we must doubt its success.

We may assume for our present purpose that the facts proved to the satisfaction of the Royal Commissioners could if necessary be proved again, and that, therefore, it would turn out that Mr. Tillett did in 1868 make payments to secure the show of hands at the nomination. Of course, in a proceeding to which he was a party, Mr. Tillett might be able to put a different interpretation on the affair. If, however, he did make such payments we have little doubt it amounted to bribery within the meaning of the Acts. Upon this point the opinion of counsel is clear, and we see no reason to doubt it. Indeed, after the recent decision in the Bristol case it seems impossible to do so. It appears, however, to be assumed in the opinion of the public that if Mr. Tillett was guilty of bribery as a candidate for Norwich in 1868, he is necessarily disqualified to become a candidate in 1870, during the same Parliament. We think that is not so. By the Common Law of Parliament bribery at a particular election disqualifies for that election, but it is only by statute, if at all, that bribery at one election can be a disqualification at a subsequent one. On reference to the statutes it will be seen that the disqualification does not depend upon the candidate's having been guilty of bribery, but upon his having been reported to be so by particular specified tribunals.

By the 36th section of the Act of 1854 a candidate reported guilty of bribery by a committee of the House of Commons was disqualified for sitting for the same place in the same Parliament. By the 46th section of 31 & 32 Vict. c. 125, it is declared that the report of a judge trying an election petition shall have the same effect. There is, however, no section giving this effect to the report of commissioners, or imposing the disqualification on the candidate generally and independently of the manner of detection of his guilt, or even upon his conviction upon indictment: Curiously enough, however, the 44th section of the 31 & 32 Vict. c. 125, disqualifies candidates who employ as agents or canvassers persons whom they know to have been reported by Royal Commissioners as guilty of corrupt practices. Mr. Tillett, therefore, though apparently not disqualified to be a principal was disqualified from being an agent or canvasser on the ground of his having been reported by the Commissioners. He probably canvassed for himself and he no doubt knew that he had been so reported, but we apprehend he cannot be said to have employed himself as a canvasser on his own behalf, so as to come within the meaning of this section. If he employed any other person who had been associated with him on the previous occasion and had also been reported, the case would be different.

Supposing, however, that a petitioner succeeded in making out that Mr. Tillett was disqualified to stand at the recent election, further questions of nicety would arise, as to whether Mr. Huddleston could obtain the seat. This would depend upon whether it could be made out that a number of voters exceeding Mr. Tillett's majority had notice of his disqualification. We believe notice was in fact given to a large number of voters, but questions would arise which have hitherto been discussed principally before parliamentary committees, as to the nature of the notice which would be sufficient, and as to how far voters must be presumed to know the law upon doubtful points, and to know that a person who at a previous election had paid for a show of hands was disqualified for standing. Further questions might arise as to whether voters might not be qualified in presuming a man to be innocent who had never been convicted.

THE GOVERNMENT HAVE STATED that they intend to fill the vacancy in the Lords Justices' Court, but we believe there is no probability that any appointment will be made this side of the Long Vacation.

THE JUDICATURE COMMISSION AND THE COUNTY COURTS.

We were enabled to give our readers last week an account of the recommendations made to the Judicature Commission by the Committee of their own number appointed to inquire into the subject of the county courts and other inferior tribunals. Of course the recommendations of this Committee are in no sense binding upon the commission, and may or may not be adopted by that body; but the quarter from which they come gives them very great weight and importance, and some of the most serious of the proposals thus made will, we think, be read with considerable surprise.

It will probably tend to make the case clearer if we classify the proposals of the Committee under several distinct heads.

In the first place there are a number of suggestions made, to some of which the Committee give their distinct adhesion, which are aimed merely at improving the working of the county court system by changes in its details, but which do not tend to alter its fundamental character, and have not necessarily anything to do with the extent of its jurisdiction. We need not remind our readers that, as a general rule, a plaintiff who sues for a small debt in the county court has no means of knowing whether his claim is to be disputed or not until the case is actually called on in court, and consequently he has to incur in each case all the expense of preparing his evidence and summoning his witnesses often only to find that his money is thrown away. This has long been felt as one of the most obvious practical defects of the county court system. And the Committee have only followed the advice which has been long and pressingly urged by professional men when they advise an exten-

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sion of the system of default summonses. The only real difficulty attending this matter is to guard against injustice to ignorant and unbusiness-like defendants; and, of course, most defendants are of this class. As to this point the commissioners will not be much assisted by the somewhat sketchy suggestions of their Committee. They make one recommendation, however, which is worthy of consideration, namely, that default summonses should be printed on paper of a particular colour.

The next recommendation, that plaintiffs should have the option of serving process themselves or by their attorneys instead of employing the officers of the court, is probably a wise one. But we doubt whether it will, if adopted, have any great effect in cheapening proceedings; for unless the present system be abandoned altogether the number of county court officers cannot be very materially diminished. We believe that the real remedy for the evils now felt in this department, as for many of the other faults of the county courts, is to be sought in a far more vigorous system of supervision and control from above over the courts and all their officers, from the judge to the humblest bailiff, than any which is now exercised.

A very serious change is advocated by the Committee, and one which certainly should not be adopted without mature consideration, when they recommend the abolition of what they call the banking system, by which the Courts not only decide between the parties but also receive the sums adjudged to be due and pay them over to the proper quarter, keeping the necessary accounts relating to each case. Of course the abolition of this system would save expense. But we doubt much whether it would not also destroy the efficiency of the Courts for the discharge of their most important duty, namely, the collection of very small debts, and render the system of payment by instalments in small cases practically unworkable. We are sure, at least, that the Committee are misled by a false analogy when they draw an inference from the various local courts, such as the Lord Mayor's Court in London, or the Court of Passage in Liverpool. Such courts deal practically with a different class of suitors and a different class of suits from the county courts. It would probably be quite safe to assume that most of the causes which such courts try are for claims of five, ten, or twenty pounds, and most of the suitors persons of some education. But in the county courts the average amount claimed is barely two pounds; the great majority of claims must therefore be far below that sum. And the great bulk of suitors are no more competent to keep correct accounts than they are to command an army.

Another change which the Committee seem to approve is, that central county courts should be established on the various circuits, to which certain classes of business should be remitted. This is a change which, if it were not carried too far nor applied too generally, if its working were kept under very stringent supervision, and if it were aimed wholly to the better working of the existing system, we should approve. It would, we think, be for the interest of the suitors, and economise labour and expense, if cases sent from the superior courts were always heard in the larger towns, not in country villages; and the same may be said of some other classes of cases. The county courts were never intended, and are utterly unfitted, for the trial of substantial disputes. But jurisdiction over such matters has been forced upon them, and such a change as that proposed might probably diminish the disadvantages under which the county court judges are called upon to discharge their difficult and various duties. The Committee, however, seem to contemplate something very different from this in the change which they suggest; we shall consider what they do mean directly.

There is one proposal of the Committee which seems to have been made in complete oblivion of the county court legislation of the last few years. Up to the year 1867 the duties of the registrar of a county court were almost exclusively ministerial; his work was office work, requiring integrity and intelligence, but no very special qualification beyond. And as long as this was so, we can well understand that it might be a question whether a fully qualified professional man was necessary in every court as registrar. But by the Act of 1867 the judge may, and we believe that in fact every judge in England but one ordinarily does leave all undefined actions of contract to be adjudicated upon by the registrar; and under the Bankruptcy Act, 1869, almost the whole jurisdiction in bankruptcy may be, and generally is, exercised by the registrars of those courts which have jurisdiction in bankruptcy. The registrar is therefore no longer a mere ministerial officer, he is a judge, and he has, as such, to dispose of an enormous majority of the common law actions which come before the Court, and in bankruptcy to try the most difficult questions of law and fact. Yet the Committee seriously and decidedly advise that for the future there shall be only one registrar for each circuit, who is to sit in person apparently at the principal town of the circuit, and be represented at the smaller towns, either by "*his own clerks*," or "*other professional men acting as his deputies*." The plan would no doubt be cheap, as the Committee suggest. But we question whether even economy would reconcile the public to the spectacle of an attorney's clerk from a neighbouring town sitting to hear causes, adjudicate bankrupts, and try questions of fraudulent preferences and priorities. If, on the other hand, the Committee mean their suggestions to apply only to office work, then, to speak of common law business only, the chief registrar must go round the circuit with the judge, and in fact give his whole time to the work. No one, we presume, will suppose that an attorney of the right class can be induced to do this for less than twelve or fifteen hundred a-year; and the proposal therefore is simply a proposal to double the number of county court judges. And as for bankruptcy, the Committee seem to have forgotten its existence. Bankruptcies cannot wait, and therefore the chief registrar must either be in several places at once or send a clerk to some of them.

So far we have spoken of suggestions which are or may be intended to improve the efficiency of the present county court system; and some of those suggestions, as we have said, seem to us useful, some very much the reverse, and others of doubtful value. We have, secondly, to consider the recomendations of the Committee as to jurisdiction. The Committee recommend that the jurisdiction should be extended both as regards amount and as regards the nature of the subject-matter of litigation. And they say that public opinion and the evidence taken both point to such an extension. As to public opinion, it either means the vague impression of people who know nothing about the matter, in which case it deserves little attention, for such vague impressions are the very things which Royal Commissions are appointed to correct; or else it means the opinions of those who are competent to judge upon the subject, and in this case we venture to think that we can estimate this opinion as well as the Committee can do. As to the evidence taken by the Committee, we have not, of course, the power of speaking with certainty; but we are very much misinformed if the evidence in favour of an extension of jurisdiction was not mainly that of a certain number of the county court judges themselves, who would be more than human if they did not take an exaggerated view of the merits of their own courts. Let us see how the case stands upon the evidence which is open to all of us. The bar are confessedly opposed to any such extension of jurisdiction as that proposed; but it will be said that the bar are interested parties. The attorneys, if we may judge by the voice of their recognised organs, take the same view; the Incorporated Law Society have spoken very clearly upon the question; and, so far as we know, the various Provincial Law Societies have concurred with them. As to litigants in these courts, there are two particular classes who have to use them on a large scale, namely, wholesale dealers and tallymen. Tallymen have no interest in the ques-

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tion of extension, for if tallymen are in the habit of giving credit up to fifty pounds, things are worse than we thought. To the wholesale dealer the county court is the greatest nuisance in existence. A brewer at Burton-on-Trent sends his beer, and a Manchester warehouseman sends his printed goods, into every town in England. At Christmas and Midsummer he has probably a hundred small debts to recover. If he can instruct his attorney to issue a hundred writs in the Common Pleas his course is easy. But under the county court system he must employ a hundred attorneys to issue summonses out of a hundred county courts;—no small inconvenience. And if the cases should have to be tried, which of course is rarely the case, he must send the same witnesses rushing through England from county court to county court to prove all these demands. Wholesale dealers are, therefore, of course anxious to have county court jurisdiction diminished rather than increased. But what about the great mass of litigants who cannot be reduced to any defined classification? Can their feeling on the subject be tested? We think it can. There has been for years a power of trying cases up to any amount in the county court by consent. That enactment has been a simple dead letter. Recourse to the equitable jurisdiction of the courts is practically optionable; and the result is that hardly anyone has ever applied to it. But further, without any consent, the plaintiff may proceed in the county court for claims up to £50. Yet only about one plaint in a hundred is for a sum over £20; from which it may safely be inferred that the bulk of the claims over £20 which are brought in the county court are those in which a substantial fear exists of not recovering more than £20 if the action is in contract, or £10 if in tort, and therefore of not getting costs. In truth, if there be any one fact in the history of county courts perfectly clear, it is that nothing but a penal clause as to costs has ever driven any class of causes into the county courts from the superior courts. Where, then, is to be found the proof of a general desire for the extension of county court jurisdiction?

The Committee, however, make another suggestion, and apparently with approval, of a graver nature than any we have yet had to consider, a suggestion which would, by a side wind as it were, revolutionise the whole judicial system of the country from one end to the other. According to that proposal the mass of the county courts throughout the country would be reduced in importance, and presided over by judges at small salaries. All really serious cases would be transferred to central courts, held at a few places throughout the kingdom, far fewer in number than the present number of circuits. The jurisdiction of these central courts would be increased to a great, if not an unlimited extent; and they would be presided over by judges at salaries far above those of the present county court judges. Such is what the Committee suggest. We presume also, though they have, oddly enough, said nothing on the subject, that they would also supply these central courts with a machinery, a staff of officers, and a system of procedure somewhat resembling those of the superior courts, sufficiently, at least, to enable them to do their work with something like efficiency. Now we ask our readers what this proposal amounts to, if we throw aside names? It is not a proposal to improve the county courts. It is a proposal to establish a totally new class of courts, practically to do the same work which the superior courts now do. It is a proposal to introduce the provincial system under cover of another name.

There is much to be said in favour of the provincial system, though our own opinion is strongly opposed to it; and until the Judicature Commissioners made their first report there were some who expected that they would recommend its adoption. But they did not do so; on the contrary, they recommended the establishment of a High Court of Justice on a scale amply sufficient to dispose of all the real and substantial litigation of the country, thereby impliedly rejecting the other theory which would render the greater part of that elaborate machinery superfluous. The Committee whose recommendations we have been considering seem to take a different view; but we do not believe the Commission will be led by them. We do not believe they will repudiate their own report and stultify the bills now before Parliament, or recommend the establishment at double expense of two separate instruments for doing the same work. We hope and believe that their recommendations, whatever they may be, will be directed to the simple end of increasing to the utmost degree the efficiency, rapidity, and economy of the county courts for the purposes for which they were designed, namely, the recovery of small debts, and of the superior courts for the purpose for which they are designed, namely, the disposal of matters of real litigation.

RECENT DECISIONS.

EQUITY.

TRANSFER OF CAUSE FROM COUNTY COURT.

Baker v. *Wait*, V.C.J., 18 W. R. 185, L. R. 9 Eq. 103.

The 10th section of the original Act (28 & 29 Vict. c. 99) conferring equitable jurisdiction on the county courts, prescribes the county courts in which the several kinds of proceedings are to be instituted, concluding with a kind of residuary clause enacting that "proceedings in any suit or matter under this Act, which are not otherwise provided for, shall be taken or instituted in the county court within the district in which the defendants or any or either of them shall reside or carry on business." Section 3 gives the Vice-Chancellors an absolute discretion to transfer any matter to the Court of Chancery on application by any party.

Baker v. *Wait* was a case falling under this residuary clause, and the plaint was issued from the Bristol County Court, within the district of which one, and one only, of the five defendants resided, the others being scattered over various parts of the south west of England. But the defendant who lived in the Bristol district was substantially in the same interest as the plaintiff, at any rate there was no substantial question between them. Vice-Chancellor James on this ground transferred the cause to the Court of Chancery. He further went on to say that, there being no substantial defendant within the district, an order of the county court would have been void. That is within the spirit, if not within the letter, of the enactment.

WINDING-UP—APPEAL FROM ORDER.

Re Contract Corporation. Ex parte Ebbw Vale Company, L.C., 18 W. R. 222.

Section 124 of the Companies Act, 1862, enacts that there shall be no rehearing of or appeal from orders or decisions made in a winding-up, unless notice is given within three weeks after the order complained of has been made, or unless such time is extended by the Court of Appeal. The Joint Stock Companies Winding-up Act, 1849 (12 & 13 Vict. c. 108), s. 33, was the original of this section, and the Master of the Rolls in *Re Risca Coal and Iron Company* (37 L. J. Ch. 429), held, *apropos* of that section, that the three weeks are to be computed from the date when the decision was pronounced by the judge, not that of the drawing-up of the order. As to the grounds on which the Court will or will not grant extension, no rigid limits are either possible or desirable. In *Re Wiltshire Iron Company* (16 W. R. 444), Lord Cairns granted an extension because important documents had been discovered, on the absence of which the judgment had to some extent proceeded. It is not enough to say that no harm has been done by the delay (*Re Samuel Bastow & Co.*, 37 L. J. Ch. 52, 16 W. R. Ch. Dig. 46). In *Re Hull Forge Company, Ex parte Mitchell* (36 L. J. Ch. 337), the Lords

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Justices (Knight Bruce and Turner), refused to extend the time merely because a judge of co-ordinate jurisdiction had in the interim pronounced a contrary decision. The House of Lords had acted on the same view in *Bevan* v. *Countess of Mornington* (8 H. L. 525). But a contrary decision by an appellate court is a very different matter, and is held in the present case to be a reasonable ground for the extension. Other cases on this section are cited in the second edition of Shelford on Joint Stock Companies, p. 251.

SALE OF LAND BY AUCTION ACT (1867)—PUFFING.

Gilliatt v. *Gilliatt*, M.R., 18 W. R. 203.

As we commented on this decision (*ante* p. 127) the Saturday after it was delivered, a short note will suffice in this column. The 30th & 31st Vict. c. 48 put an end to the doubts and the conflicts between the equity and common law rules in the matter of puffing, by peremptorily assimilating the equity rule to that at common law; and though Lord St. Leonards considered the equity rule the best, we must agree with the present Master of the Rolls in thinking it the wholesome course to forbid puffing practices, and require all to be fair and above board. Section 5 of the Act says the conditions of sale must state whether there is a reserved price, or whether a right to bid is reserved, or else it shall not be lawful for the seller to employ anyone to bid, or the auctioneer knowingly to take a bid from any such person. In *Gilliatt* v. *Gilliatt* the conditions of sale stated that there was a reserved price, but said nothing about any biddings; a puffer having been employed, who did not, however, bid up to the reserve price, the Master of the Rolls discharged the purchaser.

PRACTICE AS TO CONCURRENT SUITS IN DIFFERENT BRANCHES OF THE COURT.

Orrell v. *Busch*, L.J.G., 18 W. R. 588, L. R. 5 Ch. 467.

The policy of the rule has been questioned which entitles the plaintiff to mark his bill for which court he thinks fit, and it has been suggested that bills should be marked for the different courts in rotation. The present rule, however, cannot have been intended to give a plaintiff liberty to mark a bill for one branch of the court where another bill relating to the subject-matter has been already marked for another branch of the court. This having been attempted in the present case, the Lord Justice Giffard laid down this rule, that where a party, knowing that a suit has been instituted in one branch of the court, files his bill in another branch of the court in respect of the same subject-matter, if an application to the Court of Appeal for a transfer of the second cause becomes necessary, the plaintiff in that cause will in general be ordered to pay all the costs of the application. There is no reason, it seems, why the application should be delayed until the decree is made.

LIMITED LIABILITY AND NON-LIABILITY.

Re Baglan Hall Colliery Company, L.J.G., 18 W. R. 499, L. R. 5 Ch. 346.

This is a startling decision, but the logical sequence of the earlier decision in *Pell's case* (18 W. R. 31). Seven or more persons, joint owners of any concern, may form themselves into a limited company for the purpose of carrying on the concern, and subscribe the memorandum of association for any number of shares they may think fit, such shares not being stated in the memorandum to be paid up. They may then commence business and carry it on as long as they can without incurring any liability whatever, provided they insert in the articles of association a proviso that the shares subscribed for shall be deemed to be fully paid-up. This was the course pursued in the *Baglan Hall Colliery case*, and the decision on appeal was that the shares subscribed for must be taken as having been fully paid-up by the handing over the colliery. The Vice-Chancellor had held, as the Master of the Rolls has held in several cases, that the obligation to take and pay for shares subscribed for must be satisfied by the delivery to the company of money or money's worth *after* the formation of the company. The Court of Appeal has decided that the delivery may be either before or after, and what we venture to regard as the obvious intention of the Legislature, that the memorandum must be signed in respect of, at least, seven shares not paid up, is thus frittered away, added to which there is no security where property is handed over antecedent to the formation of the company that the value of the property so handed over shall correspond with the nominal value of the shares subscribed for in exchange. The Lord Justice did well to add that if people will deal with limited companies, without looking at the memorandum and articles, they must take the consequences. Persons who have dealings with a company are not now safe in assuming the liability of the subscribers to be what it appears to be on the face of the document, or indeed to have any existence at all. They are bound for their own protection to look at the articles also. We commend this case to the notice of the Legislature, whenever the state of the existing law of limited liability comes to be considered.

BANKRUPT CONTRIBUTORIES AND THE RULE OF SET-OFF.

Re Strang, L.J.G., 18 W. R. 475.

Where a contributory happens to be also a creditor of the company there can be no set-off allowed in the winding-up between the mutual debts, but he must pay all calls due from him before he can receive any dividend in respect of his proof (*Grissell's case*, 14 W. R. 1015, L. R. 1 Ch. 528). But if he be a bankrupt the mutual clause in bankruptcy, and not the rule of administration adopted by the Court, is applicable, and a set-off will be allowed, whether the application be made in the bankruptcy or in the winding-up. The mutual credit clause in the Bankrupt Law Consolidation Act was re-enacted, with a few apparently unimportant variations, by the Bankruptcy Act, 1869. Under the old law it was held that where a debtor had executed a duly registered creditor's deed, whether a deed of assignment (*Re Duckworth*, 15 W. R. 858) or a deed of inspectorship (*Re Carralli and Haggard's claim*, 17 W. R. 244) or a composition deed (*Re Strang*, *ubi sup.*), the mutual clause applied, there being nothing in the Companies Act, 1862, to override the provisions of the bankruptcy law with reference to set-off, where there had been dealings between the bankrupt and a company in liquidation.

The Act of 1869 has not altered the application of the rule where a contributory has become bankrupt, and in such a case the set-off will still be allowed. In a case of liquidation under arrangement the rule will probably be the same, section 125, sub-section 7, of the Act providing that all the provisions of the Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word "bankrupt" included a debtor whose affairs are under liquidation. There is no such proviso among the regulations of the Act as to composition with creditors.

Re Strang also decides that where the contributory has before his bankruptcy assigned his debt to a third party the assignee will stand in the same position as the contributory would have done as to the right of set-off.

SEIZURE QUOUSQUE—STATUTE OF LIMITATIONS.

Walters v. *Webb*, V.C.M., 18 W. R. 86, L. R. 9 Eq. 83; on appeal, 18 W. R. 587.

When a copyholder dies and no person claims to be admitted in his room, the lord of the manor may, after three proclamations, seize the copyhold into his own hands for want of a tenant. In such a case, unless there be a special custom in the manor that the copyhold shall be forfeited, the lord cannot seize for an absolute forfeiture, but only *quousque*—that is, until some person shall come in and claim. Seizure *quousque*, according to

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Doe v. *Trueman* (1 B. & Ad. 736), is in the nature of a process at the instance of the lord to compel an appearance by the heir and payment of the fine on admittance. There is no forfeiture (*Doe* v. *Muscott*, 12 M. & W. 832) but a simple discontinuance of the possession of the heir; yet although there is no forfeiture, and the lord is in a certain sense a trustee for the heir, yet the heir is not absolutely unlimited in point of time, as in the case of an express trust. *Walters* v. *Webb* decides that where the lord has seized *quousque*, the right of the heir to be admitted on payment of the fines due, after he has been out of possession for twenty years, is barred by the Statute of Limitations (3 & 4 Will 4, c. 27). The ground of this decision was that the suit brought by the customary heir to compel the lord to admit him was in effect a suit for the recovery of land, and that there having been a discontinuance of the receipts and profits for twenty years the statute was a bar to the claim.

It was decided in *Andrews* v. *Hulse* (6 W. R. 508), by Vice-Chancellor Wood, that the Court can entertain a bill by a copyholder to compel the lord to admit him, though the ordinary remedy is by *mandamus*.

Lessor to Company Entitled to Object to Reduction of Capital.

Re Telegraph Construction and Maintenance Company, V.C.J., 18 W. R. 794.

Where a company proposes to reduce its capital, every creditor of the company who, at the date fixed by the Court, is entitled to any debt or claim which, if that date were the commencement of the winding-up, would be admissible in proof against the company, shall be entitled to object to the proposed alterations, and to be entered in the list of creditors who are entitled to object (Companies Act, 1867, s. 13). It was held in this case that a person whose tenant the company was was a "creditor" within the meaning of the above section in respect of future rent. A claim in respect of rent not yet accrued due cannot logically be admissible in proof, inasmuch as the possibility of non-payment is a contingency which cannot be estimated, but as a protection to the landlord it has been decided that he is entitled to enter a claim for the amount at which the future rent is estimated (*Re Haytor Granite Company*, 14 W. R. 67, L. R. 1 Ch. 77, where, however, the company was about to be dissolved), though he is not entitled, when he has entered his claim, to have a sum equal to the dividend upon the amount at which the future rent is estimated impounded to secure payment of the future rent (*Re London and Colonial Company, Horsey's claim*, 16 W. R. 535, L. R. 5 Eq. 561). By a liberal interpretation of section 13 the Vice-Chancellor decided, that as the claim for the future rent might form the foundation of the proof, the lessor might object as a creditor to the proposed reduction of capital. A sum had in consequence to be appropriated to meet the payments of future rent during the remainder of the term.

COMMON LAW.

Notice to Produce—Secondary Evidence—Forgery—Criminal Procedure.

Reg. v. *Fitzsimons*, C.C.R. (Ir.), 18 W. R. 763.

No rule of evidence is better known than that which forbids the giving of verbal evidence of the contents of a written document. The contents of a writing must be proved by the production of the writing itself. There are, of course, exceptions to this, the most important of which are the cases where the writing is lost or destroyed, or where it is in the possession of one of the parties to the suit and notice to produce it at the trial has been given by the other side. The notice to produce does not compel the party who has possession of the document to produce it, but if he does not produce it the party giving the notice may give verbal evidence of its contents.

Where an action is brought for the instrument itself there is no direct question as to the precise terms of the instrument, as in actions of trover, or detention of a document, or for its negligent loss; evidence of the identity of the document must of course be given, and to do this it may be necessary to prove its contents. This, however, may be done without giving any notice to the other side to produce it, and without proving its destruction, because such evidence is not to prove the precise words of the writing but merely to establish identity. The same rule holds good in criminal cases and it has been decided that "if a person be indicted for stealing a bill or other written instrument its identity may be proved by parol evidence though no notice has been served on the prisoner or his agent" (Taylor Ev. vol. i. p. 407, 5th ed.; see *Reg.* v. *Brennan*, 3 Crew. & D. 110; and *Aickle's case*, 1 Leach, 294).

This rule does not extend to cases of forgery, and consequently in an indictment for forging an instrument which the prisoner had in his possession, notice to produce it must be given, otherwise secondary evidence of its contents will not be allowed (*Rex* v. *Howarth*, 4 C. & P. 255). In Taylor on Evidence, immediately after the passage we have just cited, the rule in cases of forgery is noticed, and it is said "the main reason why parol evidence is admissible in a case of larceny though inadmissible in a case of forgery is that a person charged with stealing an instrument must know from the very nature of the accusation that he will be called upon to produce it; while an indictment for forgery furnishes no such intimation." This reason, however, does not seem the true one, and probably a stronger ground for upholding the rule is that on indictment for larceny it is a mere question of identity, whereas in cases of forgery the essence of the charge is not the identity of the instrument but the writing that is upon the instrument, and, therefore, the instrument itself must be produced.

This latter principle was recognised in *Reg.* v. *Elworthy* (16 W. R. 207), and it has again been followed in *Reg.* v. *Fitzsimons*, which was an indictment for forging a bank-note. The note was in the prisoner's possession, and secondary evidence of its contents was given at the trial, although the prisoner had received no notice to produce it. The Court for Crown Cases Reserved in Ireland held that the secondary evidence was not admissible and quashed the conviction on the ground that "the prosecutrix was bound to prove the case affirmatively, and by the production of the best and most trustworthy evidence that can be procured," and that the best evidence had not been given in this case.

By this decision it is now clear (*Rex.* v. *Howarth* was only the ruling of a single judge) that in an indictment for forging a document which is in the prisoner's possession, notice to produce it must be given before it can be proved by secondary evidence; and it seems clear that the rule will be followed whenever the direct question at issue (whether in civil or criminal cases) is the writing itself, but will not apply where evidence of the writing is given merely for the purpose of identifying the document.

BANKRUPTCY.

Appeal in Cases Pending at Commencement of Act.

Ex parte Palmer, Re Palmer, L.J.G., 18 W. R. 587; *Ex parte Anderson, Re Anderson*, L.J.G., 18 W. R. 765.

In the case of Acts drawn with such extreme brevity as the Bankruptcy Act, 1869, and its kindred Acts, it might easily have been anticipated that considerable difficulty would arise in the application of its provisions to pending bankruptcies commenced under a different system of law and a different scheme of procedure. And not only has this been the case, but some curious and somewhat awkward results have been arrived at.

The language of the Bankruptcy Act is for the most part general, and in most of its sections there is nothing expressly to limit their operation to matters arising after the commencement of the Act. Then, again, most

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of its sections deal distinctly with matters of mere procedure; and it is a general rule of construction that enactments affecting only procedure are so far retrospective that they apply to proceedings already pending as well as to those subsequently commenced (*Wright* v. *Hale*, 9 W. R. 157; *Kimbray* v. *Draper*, 16 W. R. 539). The Bankruptcy Repeal Act, 1869, however, while repealing all the previously existing Bankruptcy Acts, by section 200, provided that such repeal shall not "affect any right, title, obligation or liability accrued before the commencement of this Act," nor "interfere with the prosecution or affect the course of any legal proceedings pending in bankruptcy or otherwise under any such enactment before the commencement of this Act; but subject to the Bankruptcy Act, 1869, and to the Debtors Act, 1869, such proceeding shall be prosecuted as if this Act had not passed." And rule 319 of the Bankruptcy Rules of January, 1870, says that "the foregoing rules shall apply, in exclusion of all other rules and orders heretofore made, to all proceedings commenced under the Act; but the principles, practice, and rules on which courts having jurisdiction in bankruptcy have heretofore acted in dealing with proceedings in bankruptcy or otherwise, shall be observed by any court with respect to the further prosecution of any proceedings pending on the 31st of December, 1869, except, &c."

Two classes of questions have arisen upon the subject—first, which of the new powers conferred upon the courts by the Act of 1869 apply to proceedings pending at its commencement; and secondly, which course of practice, the new or the old, is to prevail where the two are inconsistent?

As the first of these questions, in most instances in which a question has been raised as to whether any new power given to the court by the late Act applies to bankruptcies previously pending, the question has been answered in the affirmative. Thus, in *Ex parte Wieland* (18 W. R. 616) it was decided by Lord Justice Giffard that section 80, sub-section 3, applies to such proceedings, so as to empower the London court to transfer the proceedings from a local court to the London court. And in one of the cases now under review (*Ex parte Anderson*) the same learned judge decided that sections 66 and 72 likewise apply to pending proceedings, and that under them a court of bankruptcy has power to grant an injunction restraining a person to whom the goods of the bankrupt have been fraudulently assigned from dealing with them. In the same case, however, the Lord Justice is reported to have expressed an opinion that the powers under section 13, which enable a court of bankruptcy at any time after petition to stay actions against the bankrupt and to appoint a receiver, are not to be exercised in bankruptcies in which the adjudication was before the commencement of the Act of 1869. But this opinion seems to have been founded rather upon the view that in such cases the exercise of these powers could hardly be necessary, than upon a strict construction of the Act itself.

Of the other class of questions, those having to do with mere practice, and of the curious results arrived at, the two cases now under review afford a good example. By section 61 of the Act of 1861 an appeal lay from a local court of bankruptcy direct to the Lords Justices; and by section 171 of the same Act thirty days were allowed for appealing from an order allowing or refusing the discharge of a bankrupt, instead of twenty-one days, as in other cases. By section 71 of the new Act, the appeal from a local court must be to the Chief Judge in Bankruptcy in the first instance; and by rule 148 the time for appeal is in every case twenty-one days. Now in the case of proceedings pending at the commencement of the latter Act, and still in progress, which practice is to prevail? The answer, according to Lord Justice Giffard, is—sometimes one and sometimes the other. If the order appealed against be one which a court of bankruptcy would have had power to make before the Act of 1869 was passed, then the old practice is to prevail. And, accordingly, in *Ex parte Palmer*, where the order appealed against was one granting the bankrupt his discharge, the Lord Justice held that the assignee might appeal direct to him, and had thirty days for doing so. If, on the other hand, the order appealed against be one which, but for the Act of 1869, there could have been no jurisdiction to make, if it be made in exercise of some of the new powers conferred by that Act, then the new practice is to prevail. And, accordingly, in *Ex parte Anderson*, where the order appealed against was one granting an injunction against a stranger to the bankruptcy (an order which, before the Act of 1869, could not have been made), the Lord Justice held that the appeal ought to be to the Chief Judge in Bankruptcy.

JURISDICTION OF COURT OF BANKRUPTCY OVER DEEDS REGISTERED UNDER SECTION 194 OF BANKRUPTCY ACT, 1861.

Ex parte Atkinson—Re Brooks and Another, C.J.Bkcy., 18 W. R. 598.

Two points, both of considerable importance, were decided by the Chief Judge in Bankruptcy in this case. First, he held that by virtue of section 197 of the Bankrupty Act, 1861, courts of bankruptcy had jurisdiction to administer the trusts of a deed between a debtor and his creditors, registered under section 194 of that Act, though not registered under, nor otherwise complying with the provisions of section 192, so as to become binding upon non-assenting creditors. The question whether courts of bankruptcy had any such jurisdiction is one which, as far as we know, had never before been expressly decided. On the one hand there were strong *dicta* of Lord Westbury in *Ex parte Morgan* (11 W. R. 316), and of the judges of the Court of Exchequer in *Pearson* v. *Pearson* (14 W. R. 842), to the effect that section 197 applied only to deeds registered under section 192. And it must be observed that some of the provisions of sections 197 and 198 have been expressly decided not to apply to any deeds but those under section 192; and it is somewhat difficult to see how a section is to split up, and be treated as partly applicable, and partly not applicable, to the same subject-matter. On the other hand, there were also *dicta* of several of the barons of the Exchequer suggesting that some of the provisions of section 197 might be applied to deeds under section 194. It is curious that the point should now, for the first time, come to be expressly decided long after the sections in question have been repealed. The decision of the learned Chief Judge may, we think, well be open to question; but, at the present stage of the Act's history, it is not very likely to be reviewed.

Secondly, in the case under review, the Chief Judge has decided that, by the operation of section 130 of the Bankruptcy Act, 1869, which empowers the Lord Chancellor to transfer the business of any country district court to the London court, or a county court; and of rule 316, which directs the judge of any local court to have and exercise all the powers, &c., of a district court with respect to any trust deed, &c., executed before the 31st December, 1869, in the same manner as, with respect to any other legal proceeding pending, a county court has power to execute the trusts of a deed within the jurisdiction of a district court whose business has been transferred to it. The doubt on the point arose from the fact that the Bankruptcy Repeal Act repeals the Act of 1861, only excepting from the operation of the repeal any "legal proceedings" pending. It might not be quite clear whether the carrying out of a trust-deed is a legal proceeding; or, if it be not, whether the rule could extend the operation of the statute. But any other decision than that arrived at would have been so inconvenient that the result could hardly be seriously doubtful.

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REVIEWS.

The Law of Joint Stock Companies and other Associations, as Contained in the Statutes Relating to Joint Stock Companies, the General Orders and Rules of the Court of Chancery, and Decisions of the Courts of Law and Equity; together with Industrial and Provident Societies Acts, and County Court Orders thereon, the Stannaries Act and Rules, and the Act Relating to the Abandonment of Railways and Winding-up of Railway Companies; with Notes as to the mode of Procedure under them. By EDWARD W. Cox, Serjeant-at-Law, Recorder of Portsmouth. Seventh Edition, by Charles J. O'Malley, LL.B., of the Middle Temple, Barrister-at-Law. London: Horace Cox.

The last edition of this work was published shortly after the Act of 1862 came into operation, since when various Acts, including the Companies Act, 1867, and an almost countless multitude of decisions, have come into being.

Like other works on joint stock companies, it comprises, first, a general introduction to the subject; and, secondly, the Acts, orders, rules, &c., with the decisions noted up. The introduction in the present edition consists of 113 pages of criticism on the Act of 1862, with various instructions, some of which are likely to prove serviceable to promoters, for the incorporation, &c., of joint-stock companies. The author of the introduction seems to consider the limited liability Acts to be most unjust departures from previous principles. "The Law of Partnership," he says, "was founded upon the principle that he who acts through an agent ought to be responsible for his agent's acts; that it is politic as well as just that he who shares the profit of an enterprise should be subject also to its losses; that there is a moral obligation, which it is the duty of a civilised and Christian nation to enforce by law, to pay debts, perform contracts, and make reparation for wrongs. Limited liability is founded on the opposite principle, and is designed to enable a man to avail himself of the acts of his agent, if advantageous to him, and to avoid responsibility for them if they should be disadvantageous; to speculate for profits without being liable for losses; to make contracts, incur debts, and commit wrongs, the law depriving the creditor, the contractor, and the injured, of his rightful remedy against the property or the person of the wrongdoer, beyond the limit, however small, at which it may please him to determine his own liability." If this criticism on the Act is well founded, what is to be said of the advice given by the author for the carrying out of such objects? In the notes, both to the introduction and the Acts, &c., a vast mass of cases is noted up, and in main all the decisions are to be found posted up, in one part or another, which will make the book a useful one to the practitioner. The introduction contains much that is practically useful, though it is adapted rather for the promoter or director than for the lawyer. The work, however, will not compare favourably with that of Mr. Pitcairn's, which we noticed some while ago. One advantage it possesses over Mr. Pitcairn's book is the fact of its later issue, which has enabled the editor to post up a number of the later cases; taking the book, however, as a whole, we very much prefer Mr. Pitcairn's edition of Shelford. The cases are better arranged there, and the subject is treated in a much more "thorough" and methodical manner. The present work, however, is a useful one, and the latest practice-decisions are to be found among the annotations.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR and Lord Justice JAMES).

July 19.—Upon taking his seat this morning the Lord Chancellor said,—It would have been consonant with my own feelings and those of Lord Justice James if we could with propriety have closed the court for this day, but he to whose memory we should all have desired to pay this tribute of respect would have been the first to wish that the suitors of the Court should not, even for a few hours, be unnecessarily exposed to delay in the hearing of their causes. I cannot, however, refrain from saying a few words which are called forth by the dispensations of Providence, which twice within one year have deprived, I will not say myself, but the public, of the two colleagues whose advice and concurrence for a time lightened my labours and gave weight to their result. With regard to Lord Justice Selwyn I have before had occasion to notice the retentiveness of his memory in regard to decided cases, and his calm good sense in applying them to the matter in question, and I have thankfully acknowledged the graceful act of self-denial by which, notwithstanding my remonstrances, he declined the position which was his due by seniority of appointment. Our mutual confidence in each other, I am thankful to say, was from day to day increased, and I have never ceased to regret the unexpected close of his career of usefulness. My colleague has lately paid a tribute to the distinguished qualities of Lord Justice Giffard at once so complete and so discriminating as to leave me little to say. In addition, however, to the knowledge which we have had in common of his career at the bar, it has been my privilege on the bench also to have been assisted by his arguments, and afterwards to have been associated with him in the performance of my duties. None but those who have had cast upon them the responsibility of judicial decision can adequately appreciate the advantages of an argument at once concise and complete, vigorous in its condensation, neither wasted on untenable propositions nor abridged by evading the difficulties of the case. On the bench the rapidity of his apprehension did not betray him into hasty conclusions, and more than once I have known him depart from his first impressions as the facts were more fully developed and explained in the course of argument. I have been aided in a matter which I feel it difficult to express by his quiet, suggestive appreciation of the cardinal facts of the cause. On no occasion have we had the misfortune to differ. Had it been otherwise I should have had just reason to doubt the soundness of my conclusions. We could claim the common advantage of the training and the traditions of the same public school, as well as those of our common profession; and our principles of thought and action were thus more completely brought into unison. It may be pardoned to one who finds himself thus unexpectedly bereft of two colleagues younger than himself to mingle personal regret with the general sorrow which deplores their loss.

LORD JUSTICE JAMES.

July 22.—*Re Heather, Son, & Gill*, Solicitors.

This was an appeal by Messrs. Heather, Son, & Gill, solicitors, from an order made by the Master of the Rolls for the taxation of a bill of costs delivered by them. They had acted as solicitors for a benefit building society, who were mortgagees of some property, and the bill in question was delivered to the representatives of the mortgagor. The amount of the bill was £83 16s. 10d. Messrs. Pritchard & Son, who were the solicitors to the mortgagor's representatives, objected to some of the items in the bill as not being properly chargeable against the mortgagor, and struck out items by which they reduced the bill to £47 6s. 4d., and sent it back to Messrs. Heather & Co. inviting them to make suggestions upon it. Ultimately Heather & Co. assented to the alterations to a considerable extent, and sent in a revised bill for the amount of £57 17s. Messrs. Pritchard & Son were not satisfied with this reduction, and ultimately an order was obtained to tax the original bill. Application was made to the Master of the Rolls to set aside this order; if an order for taxation was made, only the revised bill ought to be taxed. His Lordship refused to alter the order, and Messrs. Heather & Co. appealed.

Freeling, for the appellants.

J. W. Chitty, for the respondents.

JAMES, L.J., thought this was a case of some hardship upon the solicitors as they seemed to have gone through the bill, and reduced it with reference to the suggestions made to them, and there might have been a reason for the apparently enormous overcharge in the original bill in the fact, as Mr. Freeling had suggested, that charges had been made for business done before a proper retainer had been given. But the Court had to deal with the matter on general principles, and with regard to the circumstances which might arise, and that being so he was glad that the discussion had satisfied him that the order of the Master of the Rolls was free from technical objection and consistent with justice. The case was one of a mortgagor, and one knew how completely a mortgagor was under the harrow. He was obliged to pay before he could get back his title-

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deeds, and in such a case a solicitor was tempted to introduce into his bill a number of charges to which he was not entitled. In the present case the mortgagor was minded to question the bill. He knew perfectly well that the solicitor had committed himself to such an extent that he would be able to go into the taxing master's office at the expense of the solicitor. That was a great advantage to which he was entitled. Instead of at once taking that advantage, his solicitor, with that comity which was proper between solicitors, but not intending to deprive his client of any advantage to which he was entitled, said, I have reduced the bill to such an amount, will you accept that? If the solicitor on the other side could take the opportunity of recasting his bill, he might say, I can clearly sustain the bill to the extent of £47; I will stick on charges to such an amount that one-sixth cannot be struck off the new bill, and so I shall be free from the risk of having to pay costs, and shall get the profit of the taxation. That was a course of proceeding which could not be sanctioned. His Lordship did not mean to say that this was the case here, but it was a thing so likely to occur that he was glad that the order of the Master of the Rolls could be sustained. He thought the order was technically, substantially and morally right. The appeal must be dismissed with costs.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

July 20.—*Re Williams.*

Bankruptcy Act, 1869, *ss.* 125, 126—*Petition under—Resolution of creditors—Practice.*

In this case the debtor had filed a petition for liquidation under sections 125 and 126 of the Bankruptcy Act, 1869, and resolutions of creditors, passed at a meeting duly held for that purpose, were tendered to the registrar (Mr. Keane), but (exception being taken to certain of the proofs) he made no order in the matter, but referred the parties to the Court.

Bagley now asked the Chief Judge to decide the questions which had arisen between the parties, stating that one of the points to be determined was whether a solicitor could prove his debt before his bill had been taxed.

Reed for the debtor.

The CHIEF JUDGE observed that by the 295th rule the registrar would, where he refused to register the resolution, certify the grounds of such refusal by memorandum under his hand, and file it with the proceedings. It did not appear that in the present case the registrar had declined to allow registration.

Bagley.—By the 300th rule neither the resolutions nor the proofs nor proxies of creditors assembled at any meeting are to be objected to or refused by the registrar by reason of any informality therein, unless he shall be of opinion that such informality is matter of moment, in which case he shall refer the matter to the judge.

The CHIEF JUDGE.—That is not this case. The registrar must either register or refuse to register, and then there is a right of appeal. If he refuses to register he must state the reasons. I have no power to decide the questions which are raised. The parties seem to have been all equally blundering before the registrar, and there will be no costs on either side. They must go before the registrar again.

Solicitor for the debtor, *Plunkett.*

Solicitors for the creditors, *Carter & Bell.*

(Before Mr. Registrar PEPYS.)

July 19.—*In Re Crawford.*

Practice—Bankruptcy Act, 1869, *ss.* 7, 9—*General Rules of 1st January*, 1870, *Rule* 36—*Petition for adjudication—Neglect of debtor to file notice disputing statement in petition.*

This was a petition for adjudication in bankruptcy against Robert Crawford. A debtor summons had been taken out against him upon which he had filed the necessary affidavit and obtained leave to give security under section 7 of the Bankruptcy Act, 1869, but had failed to do so, whereupon the present petition was presented. No notice had been filed by the debtor with the registrar, showing the statements in the petition which he intended to deny or dispute according to rule 36 of the General Rules in Bankruptcy of January 1, 1870.

G. L. P. Eyre, for the petitioning creditor, contended that, as the debtor had failed to file the notice under rule 36, the petition was unopposed.

The debtor appeared in person.

The REGISTRAR considered that notwithstanding the provisions in rule 36, it was competent to the debtor to come in at any time to dispute the statements in the petition and oppose adjudication, and allowed the debtor to give a bond by way of security for his debt under section 9 of the Act of 1869.

APPOINTMENTS.

Mr. JOHN THOMAS ABDY, LL.D., barrister-at-law, of the Norfolk circuit, has been appointed (by the Home Secretary) Recorder of the borough of Bedford, in succession to the late Mr. D. D. Keane, Q.C. Dr. Abdy is the eldest son of the late Lieutenant-Colonel James Nicholas Abdy, of the East India Company's military service, by Charlotte Georgiana, daughter of Thomas King, Esq. His grandfather was the late Rev. Thomas Abdy-Rutherforth, son of Dr. Rutherforth Archdeacon of Essex, by the daughter of Sir William Abdy, Bart., of Felix Hall. The first-named clergyman assumed in 1775, the surname and arms of Abdy, on succeeding to the estates of the last Sir John Abdy, Bart., of Albyns, Essex, and in 1778 married Mary, daughter of James Hayes, Esq., bencher of the Middle Temple, which lady was therefore the grandmother of Dr. Abdy. Dr. Abdy is also cousin of Sir Thomas Neville Abdy, of Albyns, who succeeded to the family estates on the death of his uncle in 1840, and was created a baronet in December, 1849. Dr. Abdy was born on the 5th July, 1822, and was educated at Trinity Hall, Cambridge. He was at the head of the civil law tripos in 1845, and afterwards became a fellow of his college; in January, 1850, he was called to the bar by the Society of the Middle Temple. On the resignation of Mr. Maine, in 1854, Dr. Abdy was nominated Regius Professor of Civil Law in the University of Cambridge, which he still continues to hold, in conjunction with the Gresham Professorship of Law. He has published several books on civil law. Dr. Abdy is one of the revising barristers on the Norfolk Circuit. He married, in July, 1854, Marian, second daughter of John Hardwick Hollway, Esq., by which lady he has a numerous family.

Mr. HERBERT WILLIAM FISHER, barrister-at-law, and private secretary and keeper of the privy seal to the Prince of Wales, has been appointed by his Royal Highness (as Duke of Cornwall) to be Vice-Warden of the Stannaries Court of Cornwall and Devon, *vice* Mr. Edward Smirke, resigned on account of ill-health. The value of the office is £1,500 per annum. Mr. Fisher was educated at Christ Church, Oxford, where he graduated B.A. (first class *Literis Humanioribus*) in 1848. He was called to the bar at the Inner Temple in November, 1855, and formerly practised on the Western Circuit, but withdrew from it several years ago, on being appointed private secretary to the Prince of Wales, to whom he had previously acted for some time as tutor.

Mr. WALTER HYDE, solicitor, of Stockport, and town clerk of that borough, has been appointed (by Mr. Yates, county court judge) Clerk and Registrar of the Stockport County Court, in succession to the late Mr. Henry Coppock, deceased, and the appointment has been duly confirmed by the Lord Chancellor. Mr. Hyde was admitted in 1864, having previously been articled to the late Mr. Coppock, with whom he continued in partnership until his death. On Mr. Coppock's death Mr. Hyde was elected town clerk of Stockport, and now receives the vacant registrarship of the county court.

Mr. JAMES WESTLAND has been appointed Superintendent and Remembrancer of legal affairs to the Government of Bengal.

Mr. JOHN WILLIAMSON BROWN, solicitor (firm of Messrs. Chater, Forster & Brown), Newcastle, has been appointed a Commissioner to administer oaths in Chancery.

Mr. W. GARROD, of Halesworth, Suffolk, has been appointed Clerk to the Commissioners of Taxes for the division of Blything, in place of the late Mr. John Crabtree, solicitor, deceased.

Mr. CHARLES DUFFELL FAULKNER, solicitor, of Deddington, Oxfordshire, has been appointed Solicitor and Treasurer

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of the Prosecution Association of that place, in the room of Mr. Henry Churchill, who disappeared on the 8th June, and has not since been heard of. Mr. Faulkner was certificated in 1850.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 15.—The *Irish Land Bill.*—The Commons' amendments to the Lords' amendments were considered, the House finally resolving to insist on their clause for permissive registration of improvements, and on their addition of "breach of any condition against assignment, sub-letting, bankruptcy, or insolvency," to the causes excepting ejectment from being "disturbance."—The compensation scale, the thirty-one years' limit of exception lease, the proviso enabling the tenant to claim in a lower class than the actual valuation of his holding, and the amended conacre clause (permission to tenant to let for potato and other green crops), were agreed to as amended by the Commons.—The Commons' amendment, limiting the sum to be deducted from compensation payments under clause 3 to three years' arrears of rent, was disagreed from.

The *Liverpool Admiralty District Registrar Bill* was read a second time.

The *Charitable Funds Investment Bill* and the *Rents and Periodical Payments Bill* passed through committee.

The *Passengers Act Amendment Bill* was read a second time.

July 18.—The *Life Assurance Companies Bill* was read a second time.

The *Married Women's Property Bill.*—Lord Cairns explained the amendments which the select committee had made in that bill. First, it was provided that the earnings of a married woman, whether they were wages or the results of trade or of literary, artistic, or scientific skill, should be treated as though they had been settled to her separate use. Secondly, as to investments made by married women, whether by means of their earnings or otherwise. Under the existing law a husband might, after giving proper notice, withdraw from an ordinary savings-bank, or a Post Office savings-bank, any deposits placed there by his wife. The bill, as amended, provided that all deposits made in the name of a married woman should be regarded as settled to her separate use, and she alone was to have the control over them. The 3rd and 4th clauses provided that where a woman in humble circumstances previous to her marriage had invested money in the funds or in the shares of public companies for her separate use, such moneys should be treated as her separate property. This provision was greatly needed, because women who had saved up £100 or so were very unwilling to ask their future husbands to sign any documents with reference to it. The Earl of Morley had proposed an additional clause dealing with shares in friendly societies in the same way, and this would improve the bill still further. To all these clauses a proviso was attached that if any investments were made by a wife with the moneys of her husband, and without his consent, application might be made to the Court in a very summary way; and it was likewise provided that nothing contained in the bill should authorise the making of any investment with a view to defraud creditors. With regard to personal property coming to a married woman as next of kin to a person dying intestate, it was provided that it should belong to her for her separate use. In like manner she would have the separate use of land coming to her as heir-at-law to an intestate person. The 9th clause would prove highly beneficial. At present, if a husband effected a policy of insurance in his own name, intending it as a provision for his family, it became after his decease a part of his general estate and was available to pay his debts. Indeed, as it was one of the assets most easily got hold of, it was usually applied to that purpose. This bill, however, provided that if a husband effected a policy of insurance which stated on the face of it that it was to be for the benefit of his wife and children it should not be liable to the claims of his creditors; but if the Court should find that the policy had been effected in order to defraud his creditors it might order the money to be applied towards satisfying their claims.—Lord Penzance said the bill as it now stood was of a practical, workable character.—The House then went into committee on the bill.—Clause 1.—Lord Lyttelton suggested that the bill be made retrospective in its action.—Lord Cairns said that would be in violation of the principles which guided legislation in such cases as this. To make this bill retrospective would be to take from many men what they now believed to be their property.—The Lord Chancellor said the bill had been much improved in the select committee, and, he believed, when its provisions came to be understood, women would be quick to take advantage of it. A woman might protect any property other than that provided for in the bill by appointing a trustee.—The clause was agreed to.—Clause 2.—Lord Houghton said that this and the next two clauses were founded on a total absence of principle. Married women were obliged by them to invest their money in one of four different ways, as a deposit in a savings-bank, as a Government annuity, in the funds, or in a joint stock company, or not have those savings protected by law for their separate use. It was said they could appoint a trustee, but such a thing as a trustee never entered their heads. What was needed was some simple process by which property of all kinds acquired by a married woman could be secured to her separate use.—Lord Cairns could not admit that the clause was devoid of principle; the property of a married woman could not be secured to her unless the law provided in what manner it should be invested.—The clause was agreed to.—Clause 4.—The Marquis of Salisbury pointed out that whereas this clause provided that fully paid up shares might be conveyed to the separate use of a married woman, it made no similar provision in the event of the shares not being fully paid up. In the event of the shares, as far as they were paid up, becoming the sole property of the wife, to whom were the directors of a company to look for the payment of the remaining calls upon such shares, the husband being protected by another clause in the bill from liability for his wife's debts?—Lord Cairns explained that the husband would not be liable for calls upon the shares not fully paid up, which had belonged to his wife before her marriage, until he committed some act that rendered him liable at law. He would, however, introduce an amendment to meet the case.—The clause, as amended, was agreed to.—The Earl of Morley inserted a new clause after clause 4 to extend the principle of the clause to friendly societies.—The remaining clauses were agreed to, and, on the suggestion of Lord Penzance, the date at which the Act is to come into operation was fixed as the 1st of November next instead of the 1st of January, 1871.—The bill, as amended, was then reported.

The *Judicial Committee of the Privy Council Bill.*—The Lord Chancellor moved the second reading. The object of the bill was two-fold,—firstly, to increase the number of persons who might be placed by her Majesty on the Judicial Committee; and, secondly, to secure a special payment to a certain number of members (viz., four) of the Committee, in order that those who received such special payment, independently of any pension to which they might be entitled, should be held as bound to attend the business of the Judicial Committee as all other judges were bound to attend the courts to which they were attached. The bill proposed to authorise her Majesty, after the passing of the Act, by her sign manual, to appoint two more persons who had filled the office of judge of any of the High Courts of Judicature in India, or the office of legal member of the Council of the Governor-General of India, to be member of the Judicial Committee; and it was proposed that there should be paid to each of these persons a sum not exceeding £1,000 a year in addition to their pensions. The Chief Judge of the High Court of Calcutta received a retiring pension of £2,000; and the legal member of the Council of the Governor-General also had a considerable pension on his retirement. In addition to their pensions, those persons, on being appointed members of the Judicial Committee, would each receive £1,000 per annum, by which means there would be no difficulty in securing their regular attendance, except during the vacations, for the despatch of appeals coming from India. It was proposed also to take power to appoint anybody who had held the office of judge of the supreme court of any possession of her Majesty other than India, and one other competent person, being a barrister of not less than fifteen years' standing, to sit on the Judicial Committee; and each of them would be paid a sum not exceeding £2,500 a-year. In that way it was thought that they might place on the Judicial Committee members of the bar, who, having attained eminence and distinction in their profession, might be desirous of

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retiring to the quiet and much more dignified position of holding an office in which they might be eminently useful. There would be no difficulty in finding men of that character in whom the public would have perfect confidence. The bill would also enable £500 a year to be paid to any of the retired judges who were *ex officio* members of the Judicial Committee. A judge desirous of retiring from the common law courts or the Court of Chancery had a pension allowed him, and if he retired from the common law courts he saved the expenses of the circuits, or about £500, and he would also have the £500 they proposed to give him, making a difference to him of £1,000 a year altogether, in addition to the pension he actually received. In that manner they might obtain for the Judicial Committee members who would undertake the positive duty of regularly attending its sittings in the mode he had described. Lastly, the bill contained a clause enabling the Judicial Committee to sit, if it thought fit, in two sections; and that would have the effect of disposing of the present arrear of appeals from India, because they might place in each of those sections—having thus secured members bound to attend—a judge from India, and also another judge under an obligation to attend from the two members to be appointed in addition to the present Judicial Committee. And they would only want in each case a third person to preside, who might be found among the ordinary members of the Judicial Committee, all of whom now attended from time to time, but most of whom did not think it reasonable that they should be under the actual necessity of attending regularly from week to week in the way in which the ordinary tribunals sat. There had been intimated to him some objections with reference to the appointment in the first instance of the judges in any court in India, and it had been suggested that in some courts there were native judges whom it would not be desirable to appoint as members of the Judicial Committee. It was not however, very probable that they would be privy councillors, and none could be appointed who were not; but, if it was thought desirable, there could be no objection to confine the appointment to the chief justice in each court, while with reference to the colonial judges the appointment might be limited to the chief justice of the supreme court of any colony. Although at present there was not an instance of any person being made a privy councillor who had come from any part of her Majesty's dominions other than India, yet he had known at least one Canadian judge who would have been a very suitable person for such a position, and he could not but think that, as the importance of colonial tribunals increased there might be found coming from the Cape, from Canada, or from Australia, some who would be worthy of being placed on the Judicial Committee. —Lord Cairns said that with regard to the second clause, which gave power to appoint two privy councillors who had held the office of judge in any court in India, there ought to be a clear and positive definition on the face of the bill as to what persons could be appointed and what offices they must have held, because owing to the constitution of the High Court of Bengal there might be appointed persons who would be quite unsuitable for the Judicial Committee, and who had never had a case argued before them. The practice had been to treat the Chief Justice of Bengal as a person who was *ex officio* qualified to sit on the Judicial Committee, and he thought it would be desirable to continue that practice. There were now three ex-Chief Justices of Bengal, two of whom had rendered very efficient service, and he regretted that power was not taken by the bill to appoint all three, the amount of remuneration, if it was limited, being divided among them. By the third clause it was proposed to appoint on the Judicial Committee any person who had held the office of Judge in the Supreme Court of any country other than India, and the consequence might be the appointment of the Chief Justices of Sierra Leone, the Straits Settlements, Gambia, the Mauritius, or any of the colonies whose chief justices were of a different stamp from those whom it was desirable to appoint on the Judicial Committee. To the fourth clause there was a still more serious objection, its object being to give to judges who were entitled to a retiring pension a sum of £500 a-year (in addition to their pension) for their services on the Judicial Committee. There was in this country an ample scale of retiring pensions for judges, and attached to the receipt of those pensions there was always considered to be the obligation, no doubt an imperfect one, to give some portion of their time to the transaction of the judicial business of the country. As soon, however, as there was introduced a system of picking and choosing and bribing a retired judge with £500 a-year extra, an end was put to the honourable understanding which now prevailed, for it was utterly impossible to maintain that obligation when a payment was made to some persons for their attendance, and he hoped the Lord Chancellor would consider that point. He also trusted that a reconsideration would be given to the proposal to divide the Judicial Committee into two portions, a step which he held to be quite unnecessary and which might lead to the effect of their decisions being weakened.—The Lord Chancellor said the division was not to be permanent.—Lord Cairns said that for some time there would be two divisions by whom decisions would be given. —The Lord Chancellor said it was not intended that there should be two permanent divisions, but changes might be made from time to time, so long as it was necessary to have two divisions, and any number of combinations might be made of the members of the Judicial Committee. The bill was read a second time.

The *Liverpool Admiralty District Registrar Bill* passed through committee.

The *Rents and Periodical Payments Bill* and the *Charitable Funds Investment Bill* were read a third time and passed.

The *Passengers Act Amendment Bill* passed through committee.

July 19.—The *Bankrupt Law* (*Ireland*) *Amendment Bill* was withdrawn by the Marquis of Clanricarde, the Lord Chancellor declining to pledge the Government to deal with the subject within any definite time.

July 21.—The *Settled Estates Bill.*—The Earl of Airlie moved the second reading. The object of the bill was to enable limited owners to charge their estates, under certain limitations, with the cost of erecting a mansion thereupon, such charge not exceeding three years' net rental. The Montgomery Act in Scotland allowed a charge not exceeding two years' rental for the erection or enlargement of a mansion, and a subsequent Act authorised the sale of so much of an estate as was required to carry out improvements. The bill incorporated the Lands Improvement Act, and it required notice of the improvement, and allowed an appeal to the Court of Chancery. The owner would have no right to build the mansion unless it enhanced the letting value beyond the charge which it would involve. It would otherwise be at the discretion of the commissioners to certify the improvement or not, and without their certificate the charge could not be imposed. The charge, unlike other improvements, would not take priority over other charges. —The Lord Chancellor stated that the law officers of the Crown approved the principle of the bill, it being desirable, especially in Ireland, to induce owners to reside on their estates, the Montgomery Act having, it was understood, worked well in Scotland. Admitting that three years' rental was somewhat excessive, and that the statutory declaration of the owner as to the cost would be an insufficient barrier against fraud, he thought the defects of the bill could be remedied in committee.—Lord Cairns said it was surely better to leave these great and ornamental works to agreement between the various persons interested whenever the entail was opened.—Lord Romilly pointed out that the object in view could be met by a slight addition to the Settled Estates Act, enabling the Court of Chancery to authorise the erection of mansions as well as other improvements. He had known many instances of applications by the tenant in remainder to pull down a house built by the tenant for life, and the bill would be likely to lead to litigation.—The bill was read a second time.

The *Evidence Further Amendment Act* (1869) *Amendment Bill* was reported as amended.

The *Ecclesiastical Courts Bill* was read a second time.

The *Judicial Committee of the Privy Council Bill.*—Committee.—Lord Romilly said the measure was spoilt from mere parsimony. They could never secure proper respect for the Judicial Committee of the Privy Council unless they had persons sitting on it who earned that respect from the public, and they could not obtain the services of such persons unless they chose to pay them. He felt very strongly on that subject, because it was one of the reproaches of this country that it made a profit out of litigation—that it made a considerable profit out of the misfortunes of persons who were compelled to go to law—which was just as monstrous in principle as if they were to tax for the support of the police

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every man who had his pocket picked or his house broken into. Great care should be taken not only that their ultimate tribunal should be able to dispose of the cases which came before it, but that the men they obtained to serve on that tribunal should be such as would inspire confidence among the public and the profession both at home and abroad. To suppose, however, that they could get such men for £500 a year, even in addition to a retiring pension, was, in his opinion, perfectly ridiculous; and again, the idea that they could secure them for £2,500 was, in his view, equally absurd. They must always bear in mind the great increase in the price of all commodities which had occurred of late years, together with the great increase which had occurred in the remuneration obtained by lawyers. That fact ought not to be lost sight of when they were attempting to fix the salary to be given to a judge. If, therefore, the proposal contained in that bill were not altered, their judicial tribunal of the Privy Council would not rise in the public estimation, and would not satisfy the people either at home or abroad.—Lord Cairns regarded the bill as intended to meet a temporary crisis, and suggested the adoption of a clause limiting the operation of the bill to two years, during which time the arrears of business could be cleared off. He disapproved making colonial chief justices eligible to be members of the Judicial Committee, and he asked the Lord Chancellor whether he could obtain the assistance of any such persons as were required. It was hopeless to expect that the services of barristers of experience and ability could be secured for £2,500 per annum, or if they could the judicial salaries paid in this country ought at once to be reduced by one-half. He was also of opinion that the proposed addition to certain salaries would destroy the present system of voluntary service.—The Lord Chancellor agreed with what Lord Romilly had said as to the impropriety of paying all the expenses of a tribunal by levying fees upon the suitors, but that was not proposed by this bill. As regarded the question whether or not the tribunal could be respected unless its members were highly paid, the present tribunal had existed for thirty-five years, and none was more respected. There was no objection to making this a temporary measure if it were secured that those who were appointed under it should not be turned adrift at the end of three years, for if that were likely no one would be willing to accept the appointments. As to the proposed payments not being sufficient to insure the services of men who were qualified to take part in the hearing of cases which came before the Judicial Committee, that must be a matter of opinion, and although he had not made any proposition (for to do so would be indecent and improper), yet statements had incidentally been made to him which rendered him confident that an effective tribunal could be secured by means of this bill.—The bill passed through committee.

The *Juries Bill.*—Lord Romilly moved the second reading of this bill, saying he would explain its provisions on the order for committee.—This bill was read a second time.

HOUSE OF COMMONS.

July 18.—*The War: Neutrality of England.*—In reply to Mr. Vernon Harcourt, Mr. Gladstone said the Government would at once issue a proclamation of neutrality, and introduce a measure to amend the existing law, and to strengthen the hands of the Executive Government, in order the better to enforce its observance. The Government had taken into consideration the recommendations of the Commission of 1868, and, without pledging themselves to precise principles, would introduce a bill to secure the more complete and effectual fulfilment of all obligations that may be considered to attach to us in any contingency, under the law of nations, with respect to ships departing from our ports.

July 19.—*The Case of Mr. Edmunds.*—Mr. Russell-Gurney called attention to the incarceration of Mr. Edmunds at the suit of the Crown, and moved that the warrant of commitment be laid upon the table.—After a lengthy discussion the motion was agreed to.

The Case of Mr. Fennelly.—Mr. M'Mahon moved that an humble address be presented to her Majesty, praying for a free pardon to Mr. Fennelly.—The motion was rejected by a majority of 63 to 41.

Foreign Enlistment.—The Attorney-General obtained leave to bring in a bill to prevent the enlisting or engagement of her Majesty's subjects to serve in foreign service, and the building, fitting out, or equipping in her Majesty's dominions vessels for warlike purposes without her Majesty's licence.

July 20.—The *Game Laws Abolition Bill* was, on the adjourned debate for the seoond reading, thrown out by a majority of 147 to 59.

July 21.—*The Vacant Lord Justiceship.*—Mr. G. Gregory asked whether it was intended to complete the Court of Appeal in Chancery by filling up the vacancy caused by the death of Lord Justice Giffard, by whose death the country had sustained a great loss.—Mr. Gladstone.—I join in the sentiment expressed by the hon. gentleman as to the nature of the loss which the country has sustained by the death of Lord Justice Giffard, and it is the intention of the Government to fill up the vacancy which has thus occurred.

The *Irish Land Bill.*—The Lords' re-considered amendments were agreed to, with the exception of that striking out the discretion given to the Court of considering special reasons upon which ejectment for non-payment of rent should not be considered disturbance. The Commons agreed to this with the reservation that under £15 valuation the Court shall have power to inquire whether or not the rent has been excessive.

OBITUARY.

DR. W. ROBINSON.

The death of William Robinson, Esq., D.C.L., took place on the 11th July, at Stanhope-villa, Putney, in the sixty-ninth year of his age. Dr. Robinson was admitted an advocate of the College of Doctors of Law in November, 1830, and chiefly practised in the Court of Admiralty.

MR. S. HILL.

Mr. Stephen Hill, solicitor, of Salisbury, died in that city on the 6th of July, at the age of sixty-four years. He was certificated in 1831, and had been for some years in partnership with his son, Mr. Stephen Hill, who was admitted in 1854.

MR. J. HUNTER.

Mr. John Hunter, solicitor, of Newcastle and Gateshead, and clerk to the borough magistrates of the latter place, died of consumption on the 8th of July, at his residence, in Gateshead. Mr. Hunter, who was admitted in 1840, had for the past ten years been the legal adviser of the Gateshead bench, having been appointed in 1860, on the death of Mr. G. B. Reed.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

The annual meeting of members was held at the Law Institution, Chancery-lane, at 2 o'clock on Tuesday, the 19th inst., the chair being occupied by Mr. Lawrance, President. There was a very large attendance.

The Secretary (Mr. Williamson) having read the notice convening the meeting, the minutes of last meeting were taken as read, and Mr. William Ford, whose turn, it was stated by the Chairman, had come to act as President for the ensuing year, was unanimously elected to fill that office, Mr Ouvry being elected Vice-President.

The retiring members of the council were also unanimously re-elected.

The CHAIRMAN said there were four other members of council to be elected, to fill vacancies caused by the decease of Messrs. E. Savage Bailey, W. Sharpe, and R. Wilson, and the resignation of Mr. Maynard. The gentleman who had been nominated to fill the first vacancy was Mr. F. G. Davidson; Messrs. W. B. Paterson, C. Claridge Druce, C. E. Jones, and W. A. Jevons were also nominated, so that there were five names for four vacancies.

Mr. SAUNDERS (Birmingham) begged leave to propose Mr. W. A. Jevons in the place of Mr. Davidson, not from any hostility to the latter gentleman, because he was totally unacquainted with him, but because he believed Mr. Jevons was as well qualified as anyone who could be selected, and he thought it desirable that the provinces should be more fully represented on the council.

Mr. COLBORNE said he understood that a rule was laid down as to the number of provincial members on the council,

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and on that ground he should support the nomination of the council. At present the proportion was one-ninth of the whole number, and as the vacancy had occurred by the death of a London member he thought another member from the metropolis should be elected in his place. If it were the opinion of the majority of the members that the provinces were not adequately represented, that was another question, and ought to be definitely brought forward and decided. Until this was done he thought, having a council, they should place confidence in them and support their nominees.

The CHAIRMAN said the rule had undoubtedly been to restrict the number of country members, because, in fact, all the work had to be done by the London members; Mr. Hopeshaw was the first country member elected, and since that time the number had been gradually increased to five, who were pretty evenly distributed over the kingdom.

Mr. SAUNDERS said the total number of members was 2,379, of whom 1,746 resided in London, and 633 in the country, or rather more than a fourth.

Mr. TORR thought that if the number of provincial members on the council were increased it would attract a much larger number of country members, many of whom at present took no interest at all in the society. No doubt there was a good deal of work to do; but he thought twenty London members, with the occasional assistance of ten from the provinces, would be easily able to manage it, and he saw no reason why, if necessary, the total should not be increased even to the extent of thirty country members and twenty in London. This system had been carried out with the greatest success in the case of the Solicitors' Benevolent Association, the directors of which were chosen from the provinces in the proportion of two to one. He believed some such arrangement was necessary in order to the prestige of the society, and to make it really represent the profession at large.

The CHAIRMAN said that many of the London members were connected with agency firms, and thus represented country members in the largest sense of the term. In the case of the London and Provincial Law Association, he remembered, whilst a member of the committee of management, that there was often a difficulty in forming a quorum.

On the names being put to the meeting, Mr. Davidson was elected by a large majority. Messrs. Paterson, Druce, and Jones were then elected without opposition; and Messrs. Bird, Markby and Mills, the retiring auditors, were unanimously re-elected.

The CHAIRMAN said the next business was the consideration of the report, which he supposed would be taken as read.

Mr. J. J. MERRIMAN said he had a matter to bring before the meeting, which he thought fairly arose out of the substance of the report, though, at the same time he should like to take the opinion of the chairman as to whether it would come better in the form of a resolution at a subsequent period of the meeting. He had endeavoured to give a practical effect and substance to those frequent inspirations which had been heretofore embodied in vague and indefinite resolutions for the improvement of the status of the profession, and to suggest some means for curtailing the monopoly of the bar which was constantly encroaching upon what fairly belonged to their own branch of the profession, which was not only an injury to them personally, but he unhesitatingly affirmed—and it was only on this ground that they could ever expect anything to be done—it was also greatly detrimental to the interests of the public. After the matured consideration he had been able to give to the matter he had drawn a bill, which he now begged leave to submit, as a tolerably clear embodiment of the opinions of the council as shown in the report. The recitals were as follows:—

"Whereas, by several Acts now in force, attorneys and solicitors are disqualified to hold various judicial and other public offices and appointments.

"And whereas the public interests have suffered by such disqualifications, and it is expedient that attorneys and solicitors should be eligible and qualified to fill such offices and appointments, under proper limitations and conditions.

In these he believed every one would concur, and the enacting clauses were short and only two in number, viz.:—

"Whenever in any Act now in force or operation it is enacted that any judicial or other public office and appointment, including the offices of county court judge or stipendiary magistrate, shall be held or occupied by a barrister, or serjeant-at-law, counsel or certificated conveyancer, the said Acts shall be read and construed as if the words 'or an attorney-at-law and solicitor of the High Court of Chancery in England and Wales, having been in the practice of his profession, and been a member of "the Incorporated Law Society" for the space or term of —— years previous to his said appointment,' were also included in the enactment.

"That no barrister or serjeant-at-law shall hereafter be eligible or qualified to fill the office of solicitor to the Treasury, the War Office, the Admiralty, or any other department of the State or public service, and that such offices of solicitor to any and every department of the State or public service, shall be filled by any attorney and solicitor, who shall, previous to his appointment, have been in the practice of his profession, and a member of 'the Incorporated Law Society,' for —— years at the least."

He should propose as a resolution that the above be taken into consideration by the council, but he was in the hands of the chairman whether he should defer moving it until later.

The CHAIRMAN thought the report had better be disposed of first.

A MEMBER asked what additional rent would have to be paid by the club for the additional accommodation now provided.

The CHAIRMAN said they would be only too happy to retain the club as tenants on the same terms as before. The alterations were made principally for the purpose of affording additional accommodation for the students, but at the same time it was thought desirable to increase the conveniences afforded to the club, which had always been considered one of the most valuable adjuncts of the institution.

Mr. COLBORNE said he had one or two remarks to make in accordance with notice he had sent, on some topics which were treated in the report. The first subject treated of was "The Attorneys' and Solicitors' Remuneration Bill." With regard to the principle that an agreement might be made for remuneration by a gross sum, by a commission, or by salary, or otherwise, it was well known that in the case of railway companies, and corporations, and municipal bodies requiring the services of a town clerk, it had long been the practice to agree upon a fixed salary, and he must say he disagreed with the following sentence in the report:—"The bill also contains the much needed provision that the taxing master is upon any taxation of costs, subject to general rules or orders hereafter to be made, to have regard in allowing remuneration to the solicitor for his services, to the skill, labour, and responsibility involved." Who was to be the judge of that? The very things which a taxing master always ignored were skill, labour, responsibility, and time. If any matter were pushed through in a short time by the energy and skill of the attorney or solicitor, the taxing master would almost annihilate the bill of costs, whereas if it dragged on for a long time, and there were numerous charges for routine matters which could be done by any clerk in the office, they were allowed amply. To give an instance within his own knowledge. He had conducted an arbitration for eight days in opposition to the solicitors of a powerful railway company, aided by a Q.C., and on the last day, in order to save another adjournment, they sat from 10 a.m. until 8 p.m., when he concluded with a two hours' summing up of his case, and for this, which was considered a day's work, although it really involved the work of three, he was allowed the munificent sum of four guineas! whereas if he had retained counsel the fees would have been probably 100 or 120 guineas. Unless, therefore, there was some honest court of appeal to which the decisions of the taxing masters, especially those in the common law offices, who, being barristers, were in his opinion not fitted for their positions, he thought this provision would be null and void. The taxing masters in chancery were much more competent men, but in many cases he believed those in the other branch of the law, being barristers, looked upon attornies simply as the catspaw by which the chestnuts were to be pulled out of the fire for the benefit of the gentlemen of the long robe. With regard to the section having reference to the improvement of legal education, he found Sir R. Palmer was of opinion that they were not sufficiently educated, but he believed the anxiety and responsibility which devolved upon them in conducting their clients' business formed the best education they could have. The gentlemen to whom he had referred seemed to think they should be highly educated and take degrees, and yet still continue to be subservient to the other branch of the profession. He had no objection to the educational part of the

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process, or to the raising of their social status, but he thought the restrictions ought to be removed which prevented their pleading in the superior courts. There was evidently no ground for this distinction, because they were at present allowed to conduct important matters before courts of arbitration and to appear before Parliamentary committees, and, indeed, in the latter case it was often much more to the interest of the client that the solicitor who was aquainted with all the local details should conduct the case, rather than endeavour hopelessly to cram them in a short time into the head of a barrister, however clever. He quite agreed that there ought to be a school of law for judges and judicial functionaries, but it ought not to be at the expense of the public or of the other branch of the profession; and now that they were invited to go hand in hand with societies representing barristers in promoting legal education he thought it was the time to ask whether this distinction was still to be kept up, and if so to what degree. It might be a question whether it would be advisable to abolish all distinctions, though this had been done in the United States; but at any rate solicitors and attorneys ought to be allowed to plead in the higher courts. Then there were many important questions with regard to counsel's fees. He had no objection to the best men receiving the highest pay, and indeed this would always be the case, but he did object to the responsibility lying upon them, and desired to impress upon the council the necessity of laying down some rules upon this subject. An attorney did not dare to let a counsel go into court sulky or dissatisfied with his fee, though he had known some disgraceful cases of the sort, which he was sorry to say it was quite useless to bring before the benchers. With regard to the constitution of the council he thought it a fair question whether it might not be improved by the addition of more country members, but if this course were adopted it should be done on due consideration, and he hoped the distinction would be offered to men of long standing and moderate practice, who would look upon it, as it was in truth, as the blue ribbon of the profession.

Mr. MARRIOTT said the relations between the two branches of the profession much needed amendment, and he might particularly mention a rule which obtained at the bar, by which, if any counsel were dissatisfied with a solicitor, no matter on what ground, he might send a note to the other counsel engaged in the same cause, and not one of them would appear until the cause of dissatisfaction was removed. He had known such a thing to occur, and he could only say it was a relic of barbarism, and ought to be abolished. At present they were entirely in the hands of counsel.

Mr. HARSTON said he had had some experience at the bar himself, but he had never heard of such a case as had been stated by the last speaker, and did not believe the rule existed in the broad form in which it had been stated.

Mr. MARRIOTT said he could give all the particulars of the instance to which he had alluded.

Mr. HARSTON regretted that the report contained no allusion to the unjust taxation to which solicitors were subjected on taking out their certificates. It was stated specifically in the report that the council approved of the Attorneys and Solicitors' Remuneration Bill, but he did not think as it stood at present that it was for the benefit of the profession, and he much regretted that there should be cause, if there was cause, for what had been stated by Lord Chelmsford in the House of Lords, that there were attorneys whom he did not trust. The object of the bill was to enable a clever man of high class to obtain better remuneration for his services than another, but he did not think it would ever have this effect unless there were a clause providing that the agreement might be submitted and approved by some competent authority before the work was done. He objected, not to the amount, but on principle, to the society making a grant of £142 to the council of law reporting, because it was really contributing to an enterprise which interfered materially with the ordinary commerce of the country. With regard to the status of the profession he must say that he had been much galled by the remarks of Lord Chelmsford, and it seemed to him incontestable either that the council did not possess sufficient power to deal with unworthy members of the profession, or that they did not properly exercise the powers they had.

Mr. ROSE said he should advise any gentleman who made an agreement with his client, to keep, notwithstanding, a strict ruling of his costs in the regular way for his own protection. He did not think they ought to be offended because a noble lord in his place in Parliament had exercised the right of expressing his own opinion, especially as he had said substantially much the same as their own council, who reported that there had been no diminution in the number of communications made regarding the misconduct of attorneys and solicitors. Whilst expressing his unfeigned respect and regard for every member of the council, not one of whom should he like to see changed, he must say he did not think the interests of the profession were sufficiently attended to. They had before them a report of forty pages, dealing with many most important matters which it was impossible adequately to discuss at such a meeting as the present, and, therefore, it was desirable that other means should be taken for ascertaining the opinions of the whole profession upon them. In other societies, such as the Royal Society, the Royal Institution, the Society of Arts, and those societies which had for their object the amendment of the law, weekly meetings were held for discussion and deliberation, and he did not see why they should be an exception. With regard to the concentration of the law courts he did not think the council were entitled to so much credit as some were disposed to give them for bringing back the courts to the Carey-street site, and they might, at all events have endeavoured to alter the title of the High Court of Justice Bill, the only court which ever bore that name, as far as he knew, being the one which tried Charles I. in the time of Cromwell. He did not know much about the fusion of law and equity, but he thought it unwise to put a common law judge to administer a system of which he knew nothing. With regard to the Stamps on Building Leases Bill, the Stamp Duties Bill, and the Mortgages Bill he gave the council all due credit, but the Married Women's Property Bill he looked upon as a complete subversion of English law, religion, and morals, and one which had been decided upon evidence absolutely false. He had always been in favour of a division between the two branches of the profession, but he must say there was a wonderfully grasping spirit about barristers in general, and he thought the time was come when attorneys should make a struggle, and when parties should have the option of saying whether or not they would have the assistance of counsel, or whether their cases should be advocated by an attorney or solicitor. He was quite aware of the advantages of having an advocate who had been trained to that particular duty, who did not come in contact with the witnesses, and who had his brief prepared for him; but still, there was something to be said on the other side. If a counsel took a brief knowing he could not attend to it, he committed a gross fraud, but he must say that it was wonderful how barristers looked after their cases as well as they did, particularly at common law, where the leaders did not, as in chancery, confine themselves to one court, and where he had known seven special juries sitting at one time. The Court of Chancery would do very well if the Ministry would let it. If there were two Lords Justices to reverse the decisions of one Vice-Chancellor, so that suitors might feel sure that their cases would be heard and decided upon the law and merits of the case, it would be the most complete and perfect system of jurisprudence in the world; but he wanted to know where was the influence of the council upon the government when the Court of Appeal had remained in so scandalous a state as it had during the whole of the present year. When there was a good appeal court it was of no use bringing a sham appeal, because it would be heard in three weeks or a month, and there would be costs to pay; but when appeals could not be heard for many months, it was often worth while to appeal simply for the sake of tying up the cause. In the olden time the council issued the *Legal Observer* every week, and were thus in constant communication with the members, and this was certainly necessary in a profession which, more than any other, demanded almost universal knowledge on the part of those belonging to it. In his opinion, the best members of the profession ought to be asked to read papers on those important subjects which were mentioned in the report, and means ought to be taken for collecting the opinion of the profession at large as to those alterations in the law which were considered beneficial to them, and more especially so to the public at large.

The CHAIRMAN, in reply to a question, said that it was the intention of the council, as soon as the scheme of the Legal Education Association was put forward in a definite form, to call a public meeting of the profession to consider it.

Mr. EDWIN KIMBER said he quite agreed with a good deal

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of what had been said by Mr. Rose; there certainly ought to be more communication between the council and the members with regard to the provision mentioned in p. 4, that validity is not to be given to any agreement by which a solicitor stipulated for payment only in the event of the success of a suit; the whole profession wanted to know whether such agreement would be valid against the solicitor though not against the client. They wanted their interests more thoroughly looked after, and also the advantage of the public, for the two must go together. He agreed with those who said that the monopoly of the bar should not be allowed to exist any longer, and he must say he was perfectly astonished to find that when a member of the council got up in the House of Commons on a question of the greatest importance to the whole profession and to the public, the House was miserably counted out. He could not understand such a question being brought forward without some means having been taken to make a House.

Mr. TORR wished to ask what had been done upon the question of costs, as to which the report was again silent.

Mr. BURTON said that some three years ago, in the time of Lord Westbury, the council made considerable progress in the preparation of a new order of court, the main principle of which received the sanction of the Lord Chancellor and of two of the Vice-Chancellors, but which stood over because of some objection on some points entertained by the masters. The resignation of Lord Westbury then put a stop to further progress, and from that time there had been so many judicial changes that it was impossible to do anything. The council had, however, been in communication with the present Lord Chancellor and the taxing masters upon the subject, and also upon the question of lunacy costs, which called loudly for amendment; but owing to the important legal reforms which the Lord Chancellor contemplated, it was considered useless to press him upon the subject at present. The taxing masters, however, seemed favourably disposed, and the council would re-open communications with them at the conclusion of the present session.

The CHAIRMAN, in replying to the observations which had been made, said there could be no better proof that the members of the council were not sinecurists than the lengthy report which they had issued, treating as it did, of so many and such important subjects. With regard to the Attorneys and Solicitors' Remuneration Bill, the council, feeling somewhat aggrieved at the action and language of Lord Chelmsford in the matter, particularly as he had been for so many years their standing counsel, directed him to write to the noble lord on the subject. The Chairman then read the correspondence, including a resolution to the effect that the council were of opinion that the proposed amendment would neutralise the good effect of the bill. The reply of Lord Chelmsford set forth in detail his reasons for moving the amendment, one of which was, that when the bill was originally introduced by Lord Westbury it was only intended to apply to conveyancing business. He did not think the higher class of solicitors and attorneys would be very likely to make agreements for conducting litigation, and if they did so they need not fear the scrutiny of the taxing master. The chairman, after reading it, said it seemed very conclusive, and its very existence showed the important position to which the society had attained, and the courtesy with which it was treated. His own opinion was that the new bill would not be of much practical service, and certainly a taxing master was not the best man to form an opinion as to the amount of skill and labour bestowed in bringing a suit to a speedy termination, for when a deputation waited upon the Master of the Rolls and two of the Vice-Chancellors to urge that some such power should be conferred upen them, they protested against having any such duty imposed upon them, and said they were wholly incapable of forming an opinion upon such a subject. The donation of £142 had been simply made in what amongst gentlemen he might call a gentlemanly spirit, it being understood that the remuneration payable to the various editors would depend in some measure upon whether that amount and others advanced by similar bodies were to be considered as a debt against the Council of Law Reporting. He hardly knew how to meet so formidable an antagonist as Mr. Rose, though he believed there was no one who had more at heart the interest and welfare of the profession, or who would more cordially support the council. Amongst other things, he had treated of the relations between the bar and their own branch of the profession as likely to be affected by the new scheme of legal education. It was impossible to speak definitely on that subject at present, but the interests of solicitors would be carefully watched, and as there were nineteen out of the thirty members of the council on the list of directors of the Legal Education Association, he did not think there was much to fear. He was sure Mr. Rose would not object to the bar being educated, at all events—and he spoke seriously—up to their own standard. Men came from the universities with all their blushing honours thick upon them, and vaulted almost immediately into the arena of professional life, entirely untrained in the details of the profession by which they expected to get their living; whereas an attorney had to pass a preliminary, intermediate and final examination, in addition to which he had the advantage of the classes and lectures which had recently been established. They must march with the times in the great question of education, but at the same time they intended to preserve the integrity of their own branch of the profession, and not be dragged at the chariot-wheels of any movement which would in the slightest degree tend to destroy their independence. No doubt they had grievances, but he was in hopes that when the bar had the advantage of more illumination they would be ashamed of those things which were now sometimes done, of course through their clerks. No doubt there would be many details to be considered, but nothing would be done on their part without calling a meeting of the profession, which he hoped would be the largest ever held in that hall. Mr. Rose had proposed that they should meet oftener, but he did not know how, when, or where they were to meet, or what for, and he would remind the members that a limited number of the profession had at all times the power of calling a meeting.

The motion for the adoption of the report was then put and carried unanimously, as was also the auditors' report, the broad effect of which was that the annual income of the society was about £2,000, to meet an expenditure of about £1,710.

The CHAIRMAN then proposed a resolution for reimbursing Mr. Chester the sum of £110, expenses which he had been put to in defending an action for defamation in consequence of information which he had given as to the conduct of an articled clerk which led to his being refused admission to examination and to his master being struck off the rolls The resolution was carried unanimously.

Mr. ROBERTSON submitted a resolution pledging the meeting to an approval of the Mid-London Railway scheme, which included the formation of a new roadway from Holborn and the Strand to Lincoln's-inn-fields, giving improved access to the new Courts of Law both by road and rail. After some discussion, several members objecting to the principle of such a resolution in the absence of any evidence on the other side, and the Chairman having stated that the council had already given their conditional support to the scheme, Mr. Robertson withdrew the resolution.

Mr. J. J. MERRIMAN said it was evident that so broad and serious a matter as that opened up by the draft bill he had laid before the meeting could not be fairly considered at such a late hour, and, therefore, in order that it might be put in proper shape he had altered the resolution he had intended to propose, and should now submit it in the following form:—

"That the council of the Incorporated Law Society be requested to consider the expediency of calling the attention of Parliament to the injustice now done to the attorneys and solicitors of England and Wales, and to the prejudice of the public service, by their exclusion from various minor political and other public offices and appointments; and that the council be further requested to consider the expediency of endeavouring to obtain the enactment of a measure which shall qualify attorneys and solicitors to hold such judicial and other public offices and appointments as their special ability and experience render them well-fitted to hold with advantage the public service."

Everyone must admit that the monopoly which they possessed rested upon services which they contributed as an equivalent to the public: and, of course, if they asked for the abolition of any disability under which they laboured, the *onus* would lie upon them to show that the removal of the disability would tend to promote the public interest, and was desirable on the ground of public policy. Without going into detail, either of compliment or censure, he ventured to broadly state this proposition as one which could not be controverted, that the present area of selection open

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to advisers of the Crown was so limited that proper men could not be found to fill the offices. Over and over again at meetings of the Law Amendment Society and the Social Science Association, he had heard it stated, and it was a fact, that the public appointments to minor judicial offices were a scandal and a disgrace to the country. Of course, such a sweeping censure applied only to a certain number of cases, and a large number must be excepted, but still there was hardly a number of the *Law Times* issued which did not repeat from the columns of some provincial newspaper an instance of ungentlemanly and almost injudicial oonduct on the part of a county court judge. Although many of these gentlemen were scarcely second in point of ability or moral character to the superior judges, still there were many exceptions, and he could only attribute the appointments of such men to the area of selection being unduly narrowed. Again, with regard to the office of a stipendiary magistrate, they all knew that the amount of legal training required was exceeding small, but what was desired was a large practical acquaintance with the every-day business of the world, and there was no doubt that the experience and training of a solicitor fitted him to fill such an office *pari passu* much better than a barrister. If these two offices were thrown open it would do more than anything else in his opinion to improve the social status of the profession. At the present moment there was a hard and fast line drawn between the two branches which every rising man felt to be a great restraint upon him. He himself had been strongly urged not to waste his time in that branch of the profession to which he had devoted himself, but to go to the bar; and from the second year of his articles down to the present moment he had been compelled to regret the step he had taken, although he had no reason to complain of the amount of success which had hitherto attended him. At the same time he felt this—and it was a consideration which must have pressed upon many other gentlemen—that there was nothing in the nature of things to prevent a man in his position, at the age of fifty or fifty-five, from holding a minor judicial appointment, such as at present it was provided by statute should be held only by a barrister of five or seven years' standing. It seemed to him that such a rule was quite repugnant to the common law, and experience had shown that it was detrimental to the public interest. On these grounds he had some time ago prepared the bill which he had now submitted, but he thought it only due to the council of that society that it should be first submitted to them, and that with their approval it would be more likely to pass into law; but if there were any difficulty about Mr. Gregory taking up this matter, he could himself easily get two members to place their names on the back of the bill, and he believed there would be much less difficulty in passing it than in carrying a broad measure like that for legal education or any matter intended to benefit solicitors in an indirect way.

Mr. W. S. MASTERMAN seconded the resolution, and Mr. SAUNDERS, of Birmingham, also expressed his entire concurrence in it.

Mr. B. J. WATSON said he much regretted that previous notice should not have been given of such an important matter being intended to be introduced, and he quite agreed that the passing of such a measure would do more than anything else to raise the status of the profession; the pecuniary remuneration he did not care so much about, and he only wished he had any reasonable hope of seeing such an Act become law. He would remind the meeting of a fact which they had perhaps forgotten, that many years ago, an Act of a somewhat similar character was passed, putting attorneys of a certain number of years' standing, say ten, in the matter of these appointments, on the same footing as barristers of say seven years' standing. He had no objection to this slight distinction, and was quite willing to admit that the bar might represent the cavalry while they played the part of the more serviceable infantry, but the next year that Act was repealed, attorneys were altogether disqualified, and only barristers of ten years' standing were declared eligible as county court judges. He did not want to pull down the bar, indeed many of them had sons at the bar, but they wanted to raise themselves, and he hoped the bill of Mr. Merriman might speedily become the law of the land.

Mr. COLBORNE inquired if any provision were made for removing the disability which attorneys and solicitors laboured under with regard to the office of magistrates in boroughs, except while they filled the office of mayor, and ex-mayor. He said this greatly affected their social position in the country.

Mr. MERRIMAN said this question had occurred to his mind, but he had been desirous of simplifying the matter as much as possible, and of opening offices of emolument as well as of honour. It was also within his own knowledge that in many cases solicitors were placed on the commission of the peace after they had retired from practice, and he must confess that there would be many difficulties in the way of a practising solicitor holding the office of magistrate. At the same time this bill was open to any amendment which the council or the members might wish to introduce.

The CHAIRMAN said he apprehended there could not be any objection to the resolution; the council had already passed a resolution to much the same effect, and it would have been struggled for on the last occasion, but it was feared to endanger the success of the measure then in progress.

Mr. MERRIMAN said he had been astonished to see how destitute of any practical result had been the suggestions heretofore made for improving the social *status* of the profession. As conductor for many years of a public newspaper he had had some facilities for gauging the force of public opinion, and he believed that a simple bill of this kind, affirming a broad principle of public policy, would have a much better chance of passing than one of a more complex and indirect charater.

Mr. SAUNDERS said, when county courts were introduced in 1847, the motion that attorneys should be elegible as judges was only lost by a very small majority, and they had certainly much more influence in the House of Commons at the present time than they had then.

Mr. MUNTON and Mr. KIMBER also supported the resolution which was carried without opposition.

The proceedings terminated with a vote of thanks to the chairman for his able conduct in the chair and for the valuable assistance which he had rendered to the society during the past year.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

THE HIGH COURT OF JUSTICE AND THE APPELLATE JURISDICTION BILLS.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble Petition of the Metropolitan and Provincial Law Association

Sheweth,—That on the appointment by her Majesty on the 18th September, 1867, of Commissioners to inquire into the operation and effect of the present constitution of the several courts of law and equity in England, your petitioners took a lively interest in such inquiry, and, after earnest consideration of the subjects so referred, joined with the Council of the Incorporated Law Society in making various suggestions to the Royal Commissioners, and especially expressed their opinion that the present separation of jurisdiction was injurious to the suitors and that one general court ought to be established.

That your petitioners have felt much gratification at the recommendations in this respect made by the Royal Commissioners in their report submitted to her Majesty and presented to your honourable House.

That your petitioners have observed with great satisfaction the introduction into your honourable House of two bills shortly intituled "The High Court of Justice Act, 1870," and "The Appellate Jurisdiction Act, 1870," for the purpose of carrying into effect the recommendations of the Royal Commissioners.

That in the judgment of your petitioners it is most essential to the interests of the community that the proposed abolition of the present distinctions between courts of equity and courts of law should be made without delay, and they respectfully submit that the preparation of rules providing for the regulation of all matters relating to the institution and conduct of business, or incidental to, or connected with, the administration of justice in such courts when consolidated, may be properly deferred until after the said bills now before your honourable House shall have become law.

Your petitioners, therefore, humbly pray that your honourable House will not delay to give effect to the recommendations of the Royal Commissioners, but will be pleased

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to pass, with such amendments as may be necessary or expedient, the said bills for the establishment of a High Court of Justice and a Court of Appellate Jurisdiction.

And your petitioners will ever pray, &c.

(Signed) J. Fred. Beever, Chairman.
(Signed) Philip Rickman, Secretary.

LAW STUDENTS' JOURNAL.

JULY EXAMINATION

On the Subjects of the Lectures and Classes of the Readers of the Inns of Court, held at Lincoln's-inn Hall, on the 30th of June, and the 1st and 2nd days of July, 1870.

The Council of Legal Education have awarded the following exhibitions, of the value of thirty guineas each, to endure for two years, to the undermentioned students:—

Constitutional Law and Legal History.—Edwin Pears, Esq., student of the Middle Temple.

Jurisprudence, Civil and International Law.—Edward Walker Brandard Hance, Esq., student of the Middle Temple.

Equity.—Henry Charles Deane, Esq., student of Lincoln's-inn.

The Common Law.—Hugh Francis McDermott, Esq., student of the Inner Temple.

The Law of Real Property, &c.—George Welby King, Esq., student of Gray's-inn.

The Council of Legal Education have also awarded the following exhibitions of the value of twenty guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition:—

Equity.—Frederick George Carey, Esq., student of the Inner Temple.

The Common Law.—William Bennett Rickman, Esq., student of the Inner Temple.

The Law of Real Property, &c.—Samuel Lewis, Esq., student of the Middle Temple.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, July 22, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 90¼	Annuities, April, '85
Ditto for Account, Aug. 90¼	Do. (Red Sea T.) Aug. 1978
3 per Cent. Reduced 90⅛	Ex Bills, £1000, — per Ct 5 p m
New 3 per Cent., 90⅛	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 204	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 109½
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid	Closing prices
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	71½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	34
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	116
Stock	Do., A Stock*	100	124
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	64
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	36½
Stock	London, Chatham, and Dover	100	12
Stock	London and North-Western	100	123
Stock	London and South-Western	100	87
Stock	Manchester, Sheffield, and Lincoln	100	42
Stock	Metropolitan	100	67
Stock	Midland	100	123
Stock	Do., Birmingham and Derby	100	91
Stock	North British	100	34
Stock	North London	100	117
Stock	North Staffordshire	100	61
Stock	South Devon	100	44
Stock	South-Eastern	100	68
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

This week has witnessed a continuance of last weeks' agitation; at one time the markets were in an almost "hysterical" condition, sinking at every offer to sell. At length, however, the low prices have begun to tempt investors, and a small but steady current of purchases has set in, made by *bonâ fide* investors. In the present state of Continental affairs it is impossible to predict the state of the markets a week hence, but the present moment exhibits a tendency to improvement. The bank rate of discount has moved up to 3½ per cent.

Mr. W. N. Marcy, solicitor, and clerk of the peace for Worcestershire, has purchased the manor of Bewdley.

Mr. Julian Goldsmid, barrister-at-law, of Somerhill, near Tunbridge, has been elected in the Liberal interest as M.P. for Rochester, in succession to the late Mr. Serjeant Kinglake. Mr. Goldsmid is the eldest and only surviving son of the late Mr. Frederic David Goldsmid (who was M.P. for Honiton from July, 1865, till his death in March, 1866), by Caroline, only daughter of Philip Samuel, Esq., of Bedford-place, Russell-square; he is therefore a nephew of Sir Francis H. Goldsmid, Q.C., M.P. for Reading, to whose baronetcy he is heir-presumptive. He was born in 1838, and was educated at University College, London, of which institution he became a fellow; he matriculated at the London University in 1856, and graduated B.A. in 1859, taking the first place in classics. He was called to the bar at Lincoln's-inn in January, 1864, joining the Oxford Circuit. He was elected M.P. for Honiton in 1866, and continued to represent that now disfranchised borough till the general election of 1868, when he was an unsuccessful candidate for Mid-Surrey. He is a magistrate and deputy-lieutenant for the county of Kent.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Brooks—On Thursday, July 14, at Brooklands, Streatham, Surrey, the wife of George Henry Brooks, Esq., of Doctors'-commons, London, of a son.

Ford—On July 16, at 6, Southwick-place, Hyde-park-square, the wife of Edmund S. Ford, Esq., barrister-at-law, of a son.

Kirke—On July 13, at King's Newton, near Derby, the wife of Henry Kirke, Esq., barrister-at-law, of a son.

MARRIAGES.

Clarke—Brown—On July 20, at Trinity Church, Birchfields, J. B. Clarke, of Birmingham, solicitor, to Maria, third daughter of T. B. Brown, also of Birmingham.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

Friday, July 15, 1870.

Limited in Chancery.

Bohemian Glass Company (Limited).—The Master of the Rolls has, by an order dated July 9, ordered that the voluntary winding up of the above company be continued.

General Company for the Promotion of Land Credit (Limited).—Vice-Chancellor Malins has, by an order dated April 26, appointed Sir Henry Drummond Wolff, of Hants, Lachlan Mackintosh Rate, of 60, Threadneedle-street, and George Augustus Cape, of 8, Old Jewry, to be official liquidators.

Great Oceanic Telegraph Company (Limited).—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to Frederick Maynard, of 55, Old Broad-street. Saturday, Aug 6 at 12, is appointed for hearing, and adjudicating upon the debts and claims.

Land and Sea Telegraph Construction Company (Limited).—Petition for winding up, presented July 1, directed to be heard before Vice-Chancellor Malins on July 15. Darley, John-street, Bedford-row, solicitor for the petitioner.

Lisburne Consols Silver Lead Mining Company (Limited).—Petition for winding up, presented July 12, directed to be heard before Vice-Chancellor Bacon on July 23. Noyes, Broad Sactuary, Westminster, solicitor for the petitioner.

Mont Cenis Railway Company (Limited).—Petition for winding up, presented July 14, directed to be heard before Vice-Chancellor Malins on July 22. Harrison & Co, Bedford-row, solicitors for the petitioner.

Rheidol Silver Lead Mining Company (Limited).—Petition for winding up, presented July 12, directed to be heard before Vice-Chancellor Bacon on July 23. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioner.

Santa Clara Lead Mining Company (Limited).—Petition for winding up, presented July 12, directed to be heard before Vice-Chancellor Bacon on July 23. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioner.

County Palatine of Lancaster.

Liverpool and District Permanent Benefit Building Society.—Vice-Chancellor Wickens has, by an order dated July 5, ordered that the above company be wound up. Tyrer & Co, solicitors for the petitioners.

Tuesday, July 19, 1870.

Unlimited in Chancery.

North Wheal Exmouth Mining Company.—The Master of the Rolls will, on Wednesday, Aug 3, at half-past one, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories, and proposes that such call shall be for four shillings and six pence per share.

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Skipton and Wharfdale Railway Company.—Vice-Chancellor Malins has fixed July 28, at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Atlantic and Pacific International Ship Canal Company (Limited).—Vice-Chancellor Stuart has, by an order dated July 8, ordered that the above company be wound up. Randall & Augier, Gray's-inn-place, Gray's-inn, solicitors for the petitioner.

Bangor and Port Madoc Slate and Slate Slab Company (Limited).—Vice-Chancellor Malins has, by an order dated July 1, ordered that the voluntary winding up of the company be continued. Hughes & Co, 26, Austinfriars, solicitors for the petitioner.

Bron Heulog Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated July 14, appointed William Brooks, of 11, Old Jewry, to be official liquidator. Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to William Brooks, of 11, Old Jewry-chambers. Monday, Oct 31, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Freehold and General Investment Company (Limited).—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cooper, of 13, George-street, Mansion house. Friday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Freehold Land and Ground Rent Company (Limited).—Vice-Chancellor Malins has, by an order dated July 8, ordered that the above company be wound up. It was also ordered that Frederick Maynard be appointed official liquidator. Tucker, St. Swithin's-lane, solicitor for the petitioner.

General Company for the Promotion of Land Credit (Limited).—Creditors are required, on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Saturday, Nov 26, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Leeswood Main Coal Cannel and Oil Company (Limited).—The Master of the Rolls has, by an Order dated May 11, appointed James Wakefield, of Corn Exchange-Chambers, Chester, to be official liquidator.

South Wales Daily Newspaper Company (Limited).—Petition for winding up, presented July 16, directed to be heard before the Master of the Rolls on July 30. Sawbridge & Wrentmore, Wood-street, Cheapside, for Waldron, Cardiff, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 15, 1870.

Hills, Robt, Stone, Isle of Wight, Yeoman. Aug 10. Hills v Hills, M.R. Mew, Newport.

Hope, Jas, Sloane-street, Chelsea. Oct 10. Hope v Hope, V.C. Stuart. Mason, Maddox-st, Regent-st.

Newman, Julia Augusta, Shepperton, Middx, Widow. July 28. Hayes v Wickens, V.C. Malins. Prichard, Bedford-row.

Thomas, Wm, Carmarthen, Leatherseller. Sept 1. Thomas v Aaron, V.C. Malins. Morris, Carmarthen.

Waller, Hy, Baversbrook, Wilts, Farmer. Aug 24. Mower v Beaven, M.R. Clarkson, Calne.

TUESDAY, July 19, 1870.

Dean, Chas Richd, Brighton, Sussex, Licensed Victualler. Sept 1. Dean v Dean, V.C. Stuart. Roberts, Walbrook.

Hobbs, Richd Miles, Holtspur, Bucks, Farmer. Aug 18. Hobbs v Hobbs, V.C. Malins. Cooper, Billiter-st.

Holmes, John, Sheffield, Collier. Oct 1. Bellamy v Holmes, V.C. Stuart. Sugg, Sheffield.

McGregor, Danl, Walton-on-the-Hill, Lancaster, Schoolmaster. Oct 1. Allender v Philip, V.C. Stuart. Martin, Lpool.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 15, 1870.

Bennett, Wm Powell, Roath, nr Cardiff, Lieut-Col. Sept 1. Luard & Sherley, Cardiff.

Campbell, Rev Augustus, Childwall, Lancaster, Rector. Aug 16. Laces & Co, Lpool.

Carthew, Peter, Palace-gardens, Kensington, Esq. Aug 12. Markby & Co, New-sq, Lincoln's-inn.

Collings, Wm, Sharples, Lancaster, Cotton Waste Dealer. Aug 1. Rammell & Pennington, Bolton.

Cundall, Wm, Copmanthorpe, York, Gent. Aug 20. Thompson, York.

Disney, Hy Beverley, Lowestoft, Suffolk, Master Mariner. Aug 15. Kent, Norwich.

Dixon, John, Broadoaks, Northumberland, Farmer. Aug 31. Leadbitter, Newcastle-on-Tyne.

Dodsworth, Harriet Maria, Leeds, Spinster. Aug 15. Barr & Co Leeds.

Doulevy, Christopher, Lunatic Asylum, Colney Hatch, Jeweller. July 30. Boulton & Sons, Northampton-sq.

Ellis, Fredk Adam, Australia, Admiralty Agent. Oct 1. Pitman & Lane, Nicholas-lane.

Flint, Thos, Sheffield, Tailor. Aug 5. Johnson & Westheralls, Temple.

Gore, John, Bristol, Admiral. Aug 31. Cooke & Son, Bristol.

Grundy, Edmund, Coghurst, Sussex, Woollen Manufacturer. Sept 17. Cunliffe & Leaf, Manch.

Harris, Hannah, Bristol, Widow. Aug 31. Cooke & Sons, Bristol.

Hore, Thos, Fareham, Southampton, Esq. Sept 30. Kelsall, Fareham.

Houghton, Richard, Brisbane, Australia, Esq. Aug 12. Heane, Newport.

Hubbard, Harriet, Peckham-grove, Camberwell, Widow. Aug 22. Nicol & Son, Queen-st, Cheapside.

Jackson, Wm Allen, St Augustine-rd, Camden-town, Gent. Aug 13. Scarth, Welbeck-st, Cavendish-sq.

Jameson, John Stowers, Penton-pl, Newington-butts, Saloon Keeper. Aug 5. Barrow, St George's-rd, Southwark.

Leadbetter, Timothy, Twyford, Berks, Gent. Aug 22. Richardson & Small, Burton-upon-Trent.

Leigh, John Ward Bonghton, Brownsover Hall, Warwick, Esq. Sept 1. Harris, Rugby.

Martin, Alfred, Gracechurch-st, Merchant. Sept 1. Yeo & Warner, Hart-st, Bloomsbury-sq.

Morley, Geo, Borrowby, York, Yeoman. Sept 10. Jefferson, Northallerton.

Palmer, Wm, Peckwater-st, Kentish Town, Gent. Sept 1. Jones & Co, Tooley-st, Southwark.

Pilkington, Amos, Manch, Gent. Aug 31. Crowther, Manch.

Preston, Sarah, Willenhall, Stafford, Spinster, Aug 13. Best, Willenhall.

Taylor, Geo, Totnes, Devon. Sept 1. Clayton, Lancaster-pl, Strand.

Woodward, Fras, Overy, Cheshire, Widow. Aug 1. Jas Newell.

TUESDAY, July 19, 1870.

Albon, Wm, South Molton-st, Oxford-st, Architect. Sept 12. Dale, Furnival's-inn.

Breach, Philip James, Twyford, Berks, Esq. Aug 15. Ford & Lloyd, Bloomsbury-sq.

Catterson, Thos, Helmsley, York, Plumber. Aug 10. Simpson.

Cobbett, John, Hove, Brighton, Gent. Sept 13. Francis & Bousquet, Austinfriars.

Cox, Mary Ann, Northleach, Gloucestershire, Spinster. Sept 1. Goren.

Gosden, Geo, Newport, Isle of Wight, Accountant. Aug 22. James & Co, Newport.

Gunn, John, Normanton, Nottingham, Victualler. Aug 26. Percy & Co, Nottingham.

Hume, Wm, Glossop, Derby, Cotton Spinner. Sept 15. Sale & Co, Manch.

Inglesant, Joseph, Quondon, Leicester, Barrister-at-Law. Aug 29. Harrisons, London.

Mason, Rev Abraham, Clifton, nr Bristol. Aug 10. Lake & Co, New-sq, Lincoln's-inn.

Morris, Wm Barker, Harley-st, Bow-st, Bow-rd, Gent. Sept 19. Rison & Son, Cannon-st.

Naylor, Nathaniel, Newcastle-upon-Tyne, Fruiterer. Oct 31. Joel, Newcastle-upon-Tyne.

Smart, Fras Margaret, Bedford-sq, Widow. Aug 26. Booty & Butt, Raymond-bldgs, Gray's-inn.

Templer, Anna Maria, Heavitree, nr Exeter, Widow. Sept 1. Templer, Teignmouth.

Williams, Sir Wm, Tregullow, Cornwall, Bart. Oct 6. Smith & Co, Truro.

Williams, Wm, Rhigos, Glamorgan, Farmer. Aug 20. Kempthune, Neath.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 15, 1870.

Harbour, Thos Alfd, Colchester, Essex, Boot Maker. May 16. Comp. Reg July 12.

Bankrupts

FRIDAY, July 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bean, John Geo Whittingstall, Downshire-hill, Hampstead-heath, Coal Agent. Pet July 11. Hazlitt. July 27 at 1.

Bertrand, John, Savile-row, Burlington-gardens, Manager to the Stafford Club. Pet June 12. Roche. July 25 at 1.

Chapman, Edwd Wm, Tooley-st, Southwark, Licensed Lighterman. Pet July 13. Hazlitt. Aug 3 at 12.

Gorham, Sarah Ann, Davies-st, Berkeley-sq, out of business. Pet June 13. Pepys. Aug 10 at 12.

Hexter, Saml, Warwick-ct, Regent-st, Warehouseman. Pet July 12. Brougham. Aug 1 at 12.

Hollis, C. E., Lombard-st, Timber Broker. Pet July 11. Murray. July 27 at 2.

Marchbank, Wm, Torriano avenue, Kentish Town, Draper. Pet July 13. Spring-Rice. Aug 1 at 1.

McEwan, Peter, Queen's-rd, Bayswater, Wine Merchant. Pet July 12. Brougham. July 15 at 2.

To Surrender in the Country.

Barker, John, Warrington, Lancashire, Stonemason. Pet July 9. Nicholson. July 26 at 12.

Bond, Shem, Luton, Bedford, Baker. Pet July 9. Austin. Luton Aug 1 at 2.

Good, Alex, Hucknall-under-Huthwaite, Notts, Draper. Pet July 12. Patchitt. Nottingham, July 26 at 11.

Hall, John, Charlton, Kent, Barge Owner. Pet July 11. Bishop. Greenwich, July 28 at 12.

McKellar, Wm, Torquay, Devon, Grocer. Pet July 14. Daw. Exeter, July 26 at 11.

Owens, Robt, Lpool, Shipping Agent. Pet July 13. Hime. Lpool, July 28 at 2.

Rowland, Chas Joseph, Lpool, Licensed Victualler. Pet July 11. Hime. Lpool, July 27 at 2.

Shaw, Thos Jefferson, Over Darwen, Lancashire, Gent. Pet July 11. Bolton. Blackburn, July 27 at 11.

Somerset, Rev Wm, Woolastone Rectory, Gloucester, Clerk in Holy Orders. Pet July 13. Roberts. Newport, July 27 at 1.

Stokes, Thos Oliver, Rochford, Hereford, Farmer. Pet July 11. Talbot. Kidderminster, July 26 at 2.

Wear, Richd, Leeds, Grocer. Pet July 12. Marshall. Leeds, July 26 at 11.

Wilson, Wm Elias, Plymouth, Devon, Builder. Pet July 13. Pearce. East Stonehouse, Aug 2 at 11.

Wood, John, Manch, Grocer. Pet July 11. Lister. Salford, July 29 at 11.

TUESDAY, July 19, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Butterick, Hy, High-st, Camden Town, Jeweller. Pet July 14. Pepys. Aug 1 at 2.

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Surridge, William Hy, Oxford-st, Bootmaker. Pet July 12. Brougham. Aug 1 at 11.
Turner, Jas Bressey, & Wm Jas Turner, High-st, Stoke Newington, Beer Bottlers. Pet July 14. Hazlitt. Aug 10 at 10.30.

To Surrender in the Country.

Astin, Saml, Cardiff. Pet July 14. Langley. Cardiff, Aug 1 at 11.
Chambers, John, & Geo Sweeting, Heaton, York, Builders. Pet July 15. Robinson. Bradford, Aug 5 at 9.
Clarkson, Christopher, Sherburn, York, Butcher. Pet July 15. Woodall. Scarborough, Aug 3 at 2.
Ely, John Jas, Chatham, Kent, Surgeon. Pet July 14. Acworth. Rochester, Aug 4 at 11.
Grisewood, Richd, Market Weighton, York, Grocer. Pet July 12. Perkins. York, Aug 5 at 12.
Grose, Benj Lillistone, Ipswich, Suffolk, Attorney. Pet July 14. Protyman. Ipswich, July 30 at 12.
Jenkins, Joseph Jones, Waterton Hall, nr Bridgend, Glamorgan, Farmer. Pet July 14. Langley. Cardiff, Aug 1 at 11.
Norman, Mark Wm, Blunham, Bedford, Corn Factor. Pet July 14. Pearson. Bedford, Aug 3 at 11.
Snow, Fredk, St. George's, Salop, Provision Dealer. Pet July 15. Potts. Madeley, Aug 3 at 2.
Turner, Jas Wm, Halifax, York, Stuff Merchant. Pet July 13. Rankin. Halifax, Aug 2 at 2.
Warrell, Wm, St Alban's, Hertford, Farmer. Pet July 15. Blagg. St Alban's, Aug 1 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, July 15, 1870.

Beach, John, Oldbury, Worcester, Maltster. July 4.
Le Paige, Louis, Bradford, York, Soap Manufacturer. July 12.

TUESDAY, July 19, 1870.

Brazil, Clarance, Preston, Manufacturer of Cotton Goods. July 15.
Brazil, Hy Martin, Horwich, Lancashire, Manufacturer of Cotton Goods. July 15.
Howard, Edwd, Fenton, Lincoln, Farmer. July 5.
Jackson, Emily Jane, Dover, Kent, Widow. July 15.
Padley, Alfd, Dover, Kent, Gent. July 12.
Patterson, Mary, Ealing, Middx, Widow. July 13.
Strangman, Richd Thos, Groombridge-rd, South Hackney, General Merchant. July 15.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

LIEBIG COMPANY'S EXTRACT OF MEAT.
Amsterdam Exhibition, 1869. First Prize, being above the Gold Medal. Supplied to the British, French, Prussian, Russian, Italian, Dutch, and other Governments. Dr. Lankester writes regarding Extract of Meat:—"But there is a difference in flavour, and here, as in all other kinds of food, it is the flavour that makes the quality." It is essentially on account of the fine meaty flavour, as distinguished from the burnt taste of other Extracts, the LIEBIG COMPANY'S EXTRACT defeated all Australian and other sorts at Paris, Havre and Amsterdam, and is so universally preferred in all European markets.
One pint of fine-flavoured Beef-tea at 2½d. Most convenient and economic "stock."
CAUTION.—Require Baron Liebig's, the inventor's, signature on every Jar, and ask distinctly for LIEBIG COMPANY'S EXTRACT.

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SOVEREIGN LIFE OFFICE,
48, St. James's-street, and 110, Cannon-street, London.
New Policies were issued in 1869 for £311,250, at an average of £680 each. The Life and Annuity Funds connected with the Office exceed £600,000. Advances are made on Freeholds, &c.; also, to a limited extent, on first-class Personal Security.
H. D. DAVENPORT, Secretary.

GUARDIAN FIRE and LIFE ASSURANCE COMPANY, 11, Lombard-street, London, E.C. Established 1821. Subscribed Capital £2,000,000.

DIRECTORS.

Henry Hulse Berens, Esq.	J. G. Hubbard, Esq.
Hy. Bonham-Carter, Esq.	Frederick H. Janson, Esq.
Charles Wm. Curtis, Esq.	G. J. Shaw Lefevre, Esq., M.P.
Charles F. Devas, Esq.	John Martin, Esq.
Francis Hart Dyke, Esq.	Rowland Mitchell, Esq.
Sir W. R. Farquhar, Bart.	Augustus Prevost, Esq.
James Goodson, Esq.	Abraham J. Robarts, Esq.
Archibald Hamilton, Esq.	William Steven, Esq.
Thomson Hankey, Esq.	John G. Talbot, Esq., M.P.
Richard M. Harvey, Esq.	Henry Vigne, Esq.

SECRETARY—Thomas Tallemach, Esq. ACTUARY—Saml. Brown, Esq.

The total net Assets of the Company, at Christmas last, were invested in separate trusts, as follows:—

Proprietors' and Annuity Fund	£1,038,345
Fire Branch Fund	190,399
Life Branch Fund	1,561,421
Total	£2,790,165

The annual interest receivable on these funds was £127,320, the income from Fire and Life Premiums was £218,166, making the total revenue of the Company £345,486.

LIFE BRANCH.

Summary of the Quinquennial Valuation at Christmas, 1869:—

CR.		
Value of £130,282 full premiums		£1,520,106
Life Assurance and Bonus Funds		1,561,421
Net Value of £299,812, re-assured		28,977
		£3,110,504
DR.		
Value of £4,441,351, sums assured and existing bonuses	£2,706,305	
Reserve for future profits, expenses, &c. ...	269,392	
		2,975,697
Surplus, being balance of profits for five years, divisible at Christmas, 1869		£134,807

The above valuation was made by a 3 per cent. table, while the rate of interest now obtained on the assets in the Life Branch is 4½ per cent. No part of the sum reserved for future profits and expenses has been touched.
The investments are fully specified in the Report.
The Actuary's Report, giving full particulars of the recent valuation, prospectus, and forms of proposal for life or fire assurance, may be obtained from the Secretary.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.
No. 117, CHANCERY LANE, FLEET STREET.
HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. File of "London Gazette" kept for reference.

GLASGOW and the HIGHLANDS.—ROYAL ROUTE, viâ CRINAN and CALEDONIAN CANALS, by Royal Mail Steamer IONA, from Bridge Wharf, Glasgow, conveying passengers for OBAN, FORT WILLIAM and INVERNESS daily, except Sunday, at 7 a.m. (trains to Greenock at 8.5 and 8.15 a.m.). For sailings to Gairloch, Ross-shire, Staffa, Iona, Glencoe, Mull, Skye, Lewis, and West Highlands, see time bills, with maps, free of Camden Hotten, Bookseller, 151, Piccadilly, London, and by post, free on application to David Hutcheson & Co., 119, Hope-street, Glasgow.

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LAW UNION FIRE and LIFE INSURANCE COMPANY, 126, Chancery-lane.—Capital, One Million Sterling, fully subscribed. Upwards of 350 shareholders, members of the legal profession.

Annual life premiums upwards of	£50,000
Annual fire premiums upwards of	23,000
Accumulated fund, exclusive of share capital and fire fund, upwards of	200,000

Invested in first-class mortgage securities, reversionary interests, and English Government Funds.

Prospectuses, copies of the Directors' Report, and annual balance-sheet, and every information, sent, post free, on application to

Oct., 1869. FRANK McGEDY, Actuary and Secretary.

THE AGRA BANK (LIMITED). Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

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Messrs. GLYN, MILLS, CURRIE, & Co., The NATIONAL BANK OF SCOTLAND, and the BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—

At 5 per cent. per annum, subject to	12	months'	notice of withdrawal.		
At 4	ditto	ditto	6	ditto	ditto
At 3	ditto	ditto	3	ditto	ditto

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

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Every other description of banking business and money agency British and Indian, transacted.

J. THOMSON, Chairman.

City of London.—A very valuable Freehold Ground-rent of £500 per annum, most amply secured.

MESSRS. HARDS, VAUGHAN & LEIFCHILD are instructed to SELL by AUCTION, at the MART, Token-house-yard, City, on THURSDAY, AUGUST 11, at ONE for TWO o'clock precisely, a very valuable and important FREEHOLD ESTATE, comprising a ground-rent of £500 per annum, most amply secured upon all those newly-erected business premises, eligibly situate, and being 150 and 151, Fenchurch-street, one of the most leading thoroughfares in the heart of the city of London, and in the centre of the colonial markets, with reversion to the rack rents in 1948, estimated to produce £2,500 per annum. The property is sold subject to a rent-charge of £5 per annum. The land-tax is redeemed.

Particulars and conditions of sale may be had of

Messrs HOLMER, ROBINSON & STONEHAM, Solicitors, 5, Philpot-lane, Fenchurch-street, E.C.;

at the Auction Mart; or of the Auctioneers.

Brighton.—Valuable Freehold Estates, producing a net rental of £200 per annum.

MESSRS. HARDS, VAUGHAN & LEIFCHILD are instructed to SELL by AUCTION, by order of the Trustees of the late Mrs. Baines, deceased, at the OLD SHIP HOTEL, King's-road, Brighton, on TUESDAY, 9th of AUGUST, at TWO for THREE o'clock precisely, in Two Lots, valuable FREEHOLD ESTATES, comprising all those substantially erected and double fronted, corner business premises, known as the Golden Canister, most advantageously situate, being No. 43, East-street, at the corner of Market-street, Brighton, within a short distance of the railway station and parade; let on a repairing lease to Mr. Unwin, grocer and tea dealer, for an unexpired term of 12 years, at the net rent of £170 per annum; tenant pays all rates and taxes, and insures; also a valuable villa residence, pleasantly situate, facing St. Peter's Church, Old Steine, and known as No. 3, York-place, Brighton, within about eight minutes' walk of the railway station, pier, and parade; let to Mrs. Meyer, on a yearly tenancy, at the rent of £30 per annum.

May be viewed by permission of the respective tenants, and particulars and conditions of sale may be had of

Messrs. CHAPMAN, CLARKE & TURNER, Solicitors, 24, Lincoln's-inn-fields, W.C.;

of H. J. LANCHESTER, Esq., Architect, Stanford; Estate office, King's-road, Brighton; at the Old Ship Hotel, Brighton; at the Mart; or of the Auctioneers.

Norfolk.—By order of the Executors of the late Charles Goodwin, Esq., deceased. In Eighteen Lots.

MR. KEYSELL will SELL by AUCTION, at the GLOBE INN, KING'S LYNN, on THURSDAY, JULY 28, at FOUR, a compact FREEHOLD FARM, with Residence and Outbuildings; several plots of valuable freehold land, comprising about 125 acres, and five acres of copyhold land, a wheelwright's premises and garden, situate at Gaywood; three freehold brick-built houses, large orchard; two freehold public houses at King's Lynn; also two freehold cottages at Downham Market; and three freehold cottages at Stow, all in the county of Norfolk.

Particulars and conditions of sale, with plan, may be had of

Messrs. POOLE & HUGHES, Solicitors, 9, New-square, Lincoln's-inn;

J. J. STOCKING, Esq., King's Lynn;

Messrs. PARTRIDGE & EDWARDS, Solicitors, Lynn;

at the Globe Inn, King's Lynn, and of Mr. KEYSELL, Auctioneer and Surveyor, 51, Lincoln's-inn-fields, London.

MORTGAGE BY AUCTION.

WILLIAM LAWSON will, on JULY 27th, 1870, at ONE p.m., put up by AUCTION, at BLENNERHASSET (if not previously disposed of), the MORTGAGE (for ten years) of his BLENNERHASSET ESTATE, consisting of about 400 acres of high-class Farming Land with extensive new Farm Buildings, and of Cottage Property in the village of Blennerhasset, and within 500 yards of Baggrow Station. The Mortgage will be knocked down to the highest bidder, above the undermentioned reserve prices:—

If at 3½ per cent.	... £14,250	If at 4½ per cent.	... £19,000
„ 3¾ „	... £15,200	„ 4¾ „	... £20,700
„ 4 „	... £16,250	„ 5 „	... £22,700
„ 4¼ „	... £17,500	„ 5¼ „	... £25,300

The highest bid at the respective rates will be determined proportionately to the reserve prices.

A sum not exceeding £200 will be allowed for all the legal and other expenses after the fall of the hammer.

Written Proposals, accompanied by satisfactory references, will be received.

Any respectable solicitor will be given every reasonable opportunity of examining the title deeds, before the sale day, on application to MILLER TIFFIN at the farm.

Baggrow, on the Bolton branch of the M. and C. Railway, is only about 1,000 yards from the farm house; and Brayton, on the M. and C. R., about two miles distant.

For attested valuation (about £28,000) see conditions.

Conditions of mortgage, plans, and other particulars on application to

WILLIAM LAWSON,
Blennerhasset, viâ Carlisle.

Thursday next.—Seven Sisters'-road, Holloway.—The Freehold Dwelling-house, 3, Boyton-cottages, Marylebone-street North, Durham-road—six rooms and offices, with garden; let at £24 per annum.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL the above, at the Mart, on Thursday next, July 28, at 2.

Particulars of C. C. Hockley, Esq., conveyancer, 10, Bell-yard, Doctor's-commons; and of the auctioneers, 80, Cheapside.

Lincoln-mews, Willesden-lane.—Two capitally-built three-stall Stables, with double coach-house and rooms over, well fitted with modern appliances; also eight carcases, roofed in, comprising Nos. 4 & 5, and 11 to 18, in the mews, adjoining the Prince of Wales Tavern, and about eight minutes' walk from the Edgware-road. Held for 90 years from Lady-day, 1869, at low ground-rents.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, on Tuesday, August 2, at 2, in three lots, the above desirable sets of STABLING, with possession.

Particulars of Messrs. Vallance & Vallance, solicitors, 20, Essex-street, Strand; and of the auctioneers, 80, Cheapside.

By order of the Mortgagees.—Finsbury-park.—Desirable long Leasehold Villa Residences, for occupation and investment, situate in Seven Sisters'-road, near the Finsbury-park Station of the Great Northern Railway, and the Old Manor-house; also the fully licensed public house known as Hornsey-wood Tavern, with possession.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL at the MART, on Tuesday, August 2, at 2, in six lots, a PAIR of semi-detached RESIDENCES, with coach-houses, stabling, and large gardens, known as Abbeville and Manchester lodges, otherwise 3 and 4, Claremont-villas, the former with possession, the latter let to a yearly tenant at the annual rent of £75; three convenient semi-detached Residences, of neat elevation, Nos. 9, 15, and 16, Alexandra-villas, pleasantly situate, facing the new Finsbury-park, one let at £72 10s. per annum, the other two in hand, all being held for long terms at moderate ground rents; also the valuable licensed public house, known as the Hornsey-wood Tavern, occupying a most eligible position at the corner of Seven Sisters' and Alexandra-roads, opposite one of the proposed entrances to the park. Held for 99 years from Christmas, 1863, at a ground rent of £16 per annum, and for sale with possession.

May be viewed, and particulars had of Messrs. Vallance & Vallance, solicitors, 20, Essex-street, Strand; and of the auctioneers, 80, Cheapside.

Taplow, Bucks.—A choice Freehold Residence, with gardens and grounds, in an admirable situation, on the hill, near the church, and within 10 minutes' walk of the Thames and of Taplow Station on the main Great Western Railway.

MESSRS. DEBENHAM, TEWSON, & FARMER are instructed by A. Pratt Barlow, Esq., to SELL at the MART, on Tuesday, August 2, at 2, the most attractive FREEHOLD RESIDENCE, known as Wellbank. Although a spacious house, it may properly be described as a cottage ornee, containing eight bed rooms, two dressing rooms, double drawing room, dining room, study, entrance hall, excellent kitchen, and offices, with underground cellars; it stands in very beautifully displayed and richly timbered grounds, with good kitchen garden, paddock, modern stabling, consisting of four loose boxes double coach house, cart shed, harness room, groom's room, gardener's cottage, cowhouse, and poultry house; the whole comprising an area of about 2a. 2r. 22p. The advantages of Taplow as a residence are so well known that it may be sufficient to remark the property is in the best part of the parish, within easy walk of the town of Maidenhead and only about 50 minutes' by rail from London; it is in the midst of a good hunting district, and affords every facility for boating and fishing, being within 10 minutes walk of the river. Possession can be had on completion of the purchase.

Full particulars of Messrs. Bockett & Sons, solicitors, 60, Lincoln's-inn-fields, and of the auctioneers, 80, Cheapside, London, who will forward them by post and issue cards to view, without which the property cannot be seen.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER, *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town*, 26*s.*, *Country* 28*s.; with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth*, 2*s.* 6*d.; half law calf*, 4*s.* 6*d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JULY 30, 1870.

THE WAR BETWEEN FRANCE AND PRUSSIA will make it necessary for commercial lawyers to rub up their old lore on the subject of "contraband," a topic of much import to shippers, ship-owners, and insurers. The decision whether any particular cargo of goods is or is not contraband of war lies theoretically as well as practically with the Prize Court of the capturing power, whose decision is a decision *in rem*, and not to be impugned in any court. It will be remembered that though a foreign judgment *in personam* may be reviewed, a foreign judgment *in rem* may not. There has indeed been a disposition on the part of the present Lord Chancellor, among other judges, to hold that even a foreign judgment *in rem* may be reviewed if on its face it has proceeded on a gross disregard of the comity of nations (see *Simpson* v. *Fogo*, 11 W. R. 418; and the report of *Castrique* v. *Imrie*, in the Exchequer Chamber, 9 W. R. 455); but it is in a high degree improbable that a foreign Prize Court decision would ever be disregarded by any of our courts. Indeed apart from their being decisions *in rem* there appears to be a sort of understanding that Prize Court decisions are conclusive on the matters before them. When we speak of a Prize Court decision being unquestionable in the court of another power we shall of course be understood as meaning unquestionable for the purposes of questions arising in the foreign court and hinging upon the question decided in the Prize Court, as, for instance, in insurance matters.

Contraband may be confiscated by the captor, beyond which there is this further consequence, that any insurance upon it is void. A contract to insure contraband is void, because it is a contract to export under circumstances which render the exportation illegal, and if the act be illegal, an insurance to protect the act is illegal likewise.

At the present moment all sorts of questions are being asked as to whether or not this, that, and the other is contraband of war. Without following Grotius into his three classifications of munitions of war, goods applicable for pleasure and not for war, and goods of a mixed nature (*ancipitis usus*), we will state as shortly as we can the present acceptation of the subject. All muniments of war conveyed to a belligerent are of course contraband; also all goods conveyed to a blockaded port. As to what is or is not a blockaded port, it is material to notice the 4th article of the French Emperor's proclamation, that "blockades, in order to be binding, must be effectual; that is they must maintained by a force really sufficient to prevent the enemy from obtaining access to the coast"—this merely expresses what has been decided in our own English courts. Two things are necessary to constitute a blockade binding on neutrals—first, that it should be notified to their country; and secondly that there should be really a substantial blockade. It is not enough for a belligerent to proclaim a blockade which he cannot maintain, but of course a blockade does not necessarily cease to be a blockade because one or two vessels manage to run the gauntlet. The blockading power is entitled to consider its notification of a blockade to the Government of a neutral power as a notification to all the subjects of that power. But it seems that, with reference to the validity of an insurance, there is no such rule, and the knowledge of the insurers is a question of fact to be determined (Lord Tenterden in *Harratt* v. *Wise*, 9 B. & C. 717). In *Naylor* v. *Taylor* (ib. 721) a master sailed to a port not knowing whether it was blockaded or no, and not intending to violate the blockade; the policy, also, on the ship was framed upon a doubt whether the blockade would be subsisting by the time the ship arrived out; it was held that the voyage, and therefore the policy, was not illegal. We need not, of course, say that all persons would be regarded as having notice of matters of public notoriety.

As to goods in general, no hard and fast definition of contraband is possible. The doctrine of "occasional contraband" (*i.e.*, that destination, &c., &c., may make anything contraband) has, indeed, been found fault with by some text writers, but may be regarded as established in modern use. For the purposes of the present war, it must be assumed that all sorts of things may be contraband according to their destination, the exigencies of the belligerent at the port to which they are addressed, and a hundred other varying circumstances. Coal, for instance, may fairly be considered contraband if conveyed to a port in which belligerent steam-rams are lying. Resin, rope, and other articles capable of being "naval stores" may be contraband when shipped for a belligerent dockyard port. Horses may be contraband if shipped out to be landed for belligerent use. Provisions may be contraband if intended for the same end (some writers have maintained that such necessaries ought to be incapable of being contraband, but that is not the rule now at any rate). Some articles are from their nature more capable of being contraband than others; thus it is very easy to understand the circumstances under which a cargo of saltpetre might be contraband, but (except, of course, as exported from or imported into a blockaded port) it is almost impossible to conceive how a cargo of violins could be contraband.

It may be useful to give a few notes of "contraband" cases decided by our own Court during the last French war.

In *The Jonge Margaretha* (1 Rob. 193), Sir Wm. Scott (afterwards Lord Stowell) observing that provisions "generally are not contraband, but may become so under circumstances arising out of the particular situation of the war, or the condition of the parties engaged in it," held that a cargo of cheese shipped by a Papenberg merchant from Amsterdam to Brest was contraband, Brest being a naval arsenal of France, in *The Zelden Rust* (6 Rob. 93) a cargo of cheese shipped from Amsterdam to Corunna was held contraband, Corunna being, "from its vicinity to Ferrol, a place of naval equipment, almost identified with that port." In these cases notice was taken of the fact that the cheese was of the quality served out in the French navy. But in *The Frau Margaretha* (6 Rob. 92) similar cheese shipped from Amsterdam to Quimper was held not contraband, on a presumption that Quimper, though near Brest, was sufficiently remote for carriage purposes to rebut a presumption of the cheese being destined thither. In these modern days of railway transit this consideration would be hardly applicable. In *The Range* (6 Rob. 127), it appearing that a cargo of biscuit for Cadiz was shipped under false papers, and had come from the public stores at Bordeaux, both ship and cargo were condemned. In *The Edward* (4 Rob. 69) wine was seized in a Prussian ship, ostensibly bound from Bordeaux to Embden, but hovering near the French coast. Here the Court examined the ship's log, and arriving, by the assistance of the Trinity Elder Brethren, at the conclusion that the intention was to get into Brest condemned the cargo.

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In *The Charlotte* (*Nock*) (5 Rob. 275), Swedish copper, in sheets, but not adapted for ship-sheathing, was held not contraband. In *The Graeffen Van Gottland* (H. of L. not reported), a shipment of masts in a Russian ship for Cadiz, was condemned. The latter decision was commented on in the judgment in *The Charlotte* (*Koltzenburg*), 5 Rob. 305, in which a cargo of masts in a Russian ship for Nantes (a mercantile port), was condemned, the Court holding that with regard to an article such as masts, the character of the port of distinction was immaterial, since even in a mercantile port masts might be fitted into privateers (but note that privateering is not on foot as between France and Prussia). In *The Twee Geffrouwen* (4 Rob. 242), Sir William Scott laid it down that pitch and tar are universally contraband, "unless protected by treaty, or unless it is shown that they are the produce of the country from which they are exported." Similarly, in *The Neptunus* (3 Rob. 108) it was held that sailcloth is universally contraband, even when destined for ports of mere mercantile equipment.

We may also remind the reader that as regards *mixed* cargoes, "to escape from the contagion of the contraband, the innocent articles must be the property of a different owner" (Bynkershoek, and see *The Staadt Embden*, 1 Rob. 30). Where a doubtful cargo is seized and afterwards released by the Prize Court, it is a frequent practice to saddle it with the captor's expenses (see *The Gute Gesellschaft Michael*, 4 Rob. 95).

WE SAID LAST WEEK, in commenting upon the recommendations of the county court committee of the Judicature Commission, that that committee were misled by a false analogy when they inferred from the working of the system prevailing in such courts as the Mayor's Court, that the banking system (*i.e.*, the system by which the Court itself receives all sums awarded to be paid and keeps the accounts relating to them), might safely be abandoned in the county courts. We said that courts such as the Mayor's Court have to do with a wholly different class of suits from the county courts. A few figures will make our view clearer. In the year 1868 there were 10,080 plaints in the Mayor's Court, of which forty-six were for sums under £5. In 1850, the last year for which returns as to this precise point are obtainable, of every thousand plaints in the county courts 811 were for sums of £5 or less. And in 1850 the average amount sued for in the county courts was higher than it is now, so that presumably the proportion of claims below £5 must be even larger now than it was then. The result is that in the Mayor's Court the cases in which the amount claimed is under £5 are less than one-half per cent. of the total number of cases; in the county courts they are more than eighty per cent.

THE SUBJECT OF SERVING COUNTY COURT SUMMONSES by plaintiffs or their attorneys or employés has some little light thrown upon it by the recent return of county court business. We need not remind our readers that under section 2 of the Act of 1867 it is optional on the part of a plaintiff whether he has his summons served by the bailiff of the court or by himself or representative. According to the return for last year, there were 25,726 summonses issued under section 2, but only 5,859 were to be served otherwise than by bailiffs; or, in other words, about one plaintiff in five declined the services of the bailiff. The return does not show how many were taken out to be actually served by plaintiffs themselves, but from other sources we learn that the number is very small indeed. It rarely happens that a plaintiff elects to be his own process server without indicating a desire to insult the defendant, a proceeding which certainly ought not to be encouraged by law. In some parts of the country there appears to be a far greater proportion of services by bailiffs than in other parts. In circuits 1 and 37 the bailiffs served all but something under two per cent., while in circuits 11 and 23 they served not quite 50 per cent. This may be explained in more ways than one. One possible explanation is that some bailiffs are more careful and therefore more trusted than others. If this be the case, what we want is more supervision.

WE UNDERSTAND THAT THE GOVERNMENT have not adhered to their idea of postponing, until after the Long Vacation, their appointment to the vacancy in the Lords Justices' Court, and that Mr. Mellish, Q.C., is to be the new judge. Certainly, as a rule, the Chancery bench should be filled from the Chancery bar, but we do not think that the Court of Chancery is otherwise than benefited by being now and then freshened up, as it were, by a first-rate common lawyer. Mr. Mellish is certainly admirable at common law, besides which he bears the reputation of knowing every other kind of law. Altogether the appointment is an excellent one. Of course the new Lord Justice will not take his seat until after the Long Vacation, but the Government will have done very wisely in filling up the appointment at once. It frequently, nay usually happens, when a Queen's Counsel is raised to the bench, that a considerable temporary inconvenience is entailed on parties for whom he has been concerned, and who are suddenly deprived of his services. By making the appointment immediately before the Long Vacation this will be reduced to a minimum.

NEUTRALITY LAWS.

On the 18th of this month Mr. Gladstone stated in the House of Commons that the Government had taken into consideration the recommendation of the Neutrality Laws Commission of 1868, and that it was the intention of the Government to introduce a bill "to secure the more complete and effectual fulfilment of all obligations that may be considered to attach to us in any contingency under the law of nations with respect to ships departing from our ports." In accordance with this statement a bill has since been introduced into the House and printed.

Before examining what alterations in the existing law are required for the more complete fulfilment of the obligation of the law of nations, let us attempt to clear away some of the confusion of thought which is often displayed in discussions upon this subject. The law of nations, or international law, as it is now most generally called, is the law which regulates the relations of sovereign states towards one another, as municipal law regulates the relations in which the citizens of a particular state stand towards one another. For instance, it is a rule of international law that one state cannot enforce its laws against, or exercise any jurisdiction over persons or property within the territory of another state. This carries out amongst states the rule of municipal law which in England is expressed by saying that "every man's house is his castle." A particular course of conduct has, in fact, been marked out by the common consent of nations, to which all states are expected to conform. In this way the idea has grown up that states have certain rights against, and certain duties towards, one another.

These rights and duties, when ascertained and established by unvarying practice, may be stated in the form of laws or rules. The collection of these laws or rules is called International Law, and the duties enforced by them are obligations of international law. These obligations are in many respects vague and undetermined, and they are without that sanction which gives force to municipal law, or law strictly so called. Some writers, indeed, deny that international law is law in any sense, and no doubt it differs much from the law administered by each state within its own territories. Notwithstanding this difference, however, international law has much in common with municipal law. Some of its rules are observed with as much strictness as those of any municipal law; as, for instance, the rule which protects ambas-

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sadors. Other rules, again, are frequently broken, or perhaps it would be more correct to say that such rules are not universally assented to. As the general consent of nations is necessary to establish a rule, and as there is as yet no power in existence to create or to compel the observance of a rule of international law, the difficulty is rather to obtain a recognition of the rule than its enforcement. When once recognised — *i. e.*, generally assented to—it is not often broken.

At the present time international law presents an appearance which probably all law has presented at some portion of its early history. Habits and customs exist and are generally followed, but these customs have not the precision and clear definition of more advanced law. There is as yet no tribunal for the enforcement of the customs which may be neglected with impunity by the strong but are binding upon the weak. The public opinion of the civilised world is as yet the only sanction for enforcing international obligations, but that opinion is becoming stronger and more important every day, and as its strength increases the due observation of international law becomes more imperative upon all states. The wilful neglect of international obligations is generally considered a just cause of war.

The sole source of international law is the voluntary usage of nations—the municipal laws of one state cannot affect other states unless they assent thereto. The usage, however, of even one of the great nations, and therefore, even its municipal law, may have an important indirect effect upon the usages of other states, and so affect the general law of nations. If the bill now before the House of Commons is passed, it will have a wider scope than ordinary municipal law, and it can hardly fail to have some influence upon the general law of nations.

The bill relates exclusively to that branch of international law which relates to the duties of neutrals. It is with this part of the law that England is now especially concerned, and it is for the better observance of these duties that the law is to be amended. In approaching this subject it must be remembered that neutral states have a twofold duty—first the negative duty of abstaining from giving assistance to either belligerent in their corporate capacity as states; secondly, the positive duty of restraining persons within their territory from using the country as a base for hostile operations against either belligerent. The neutral must, therefore, prevent the enlisting of troops or the fitting out of military or naval expeditions against either party to the war. The subjects of neutral states are not restricted from carrying on trade of all sorts with either or both the belligerents subject only to this, that contraband of war, such as arms, gunpowder, and other munitions of war, and goods of any kind sent to a blockaded port, may be lawfully seized by the other belligerent, and the neutral has no ground of complaint. The neutral is not bound to prevent trading in contraband of war or with blockaded ports, although it may do so if it thinks proper, provided only that any restrictions apply equally to both belligerents. Each belligerent has, on the other hand, the right of searching neutral vessels upon the high seasfor the purpose of intercepting contraband or cargoes bound for a blockaded port, and the belligerent may lawfully seize and confiscate such goods.

At the present moment the most important subject the Government has to deal with is the fitting out armed vessels in England. The broad rule is clear that it is a breach of neutrality to allow vessels to be armed and equipped in neutral ports, so that on leaving the neutral waters they are ready to commence hostilities. The precise extent of this rule, however, and its accurate definition have not yet been clearly settled, and to this point we shall have to recur hereafter. In order to prevent a violation of this rule it is necessary that it should be recognised by municipal law. This question has been dealt with in England by the Foreign Enlistment Act (59 Geo. 3, c. 69), passed in 1819. The second section of this statute forbids the serving of English subjects or inducing them to serve in the military and naval service of foreign states without a licence. The sections immediately following deal with subjects of minor importance until section 7, which is the one which now chiefly concerns us. That section provides that if any person within the British dominion shall, without leave, "equip, furnish, fit out, or arm, or attempt or endeavour to equip, furnish, &c., &c., or procure to be equipped, &c., or shall knowingly aid, assist, or be concerned in the equipping, &c., of any ship or vessel with intent or in order that such ship or vessel shall be employed in the service of" any foreign state as a transport or store ship, "or with intent to cruize or commit hostilities" against any foreign state with whom his Majesty shall not be at war; or shall issue or deliver any commission for any state or vessel to the intent that such ship or vessel shall be employed as aforesaid, every such person shall be guilty of a misdemeanour and punishable as therein specified, and officers of the customs, excise, and navy are authorised to seize such vessels in the same way that they are "empowered to make seizures under the laws of customs and excise, or under the laws of trade or navigation, and such vessels shall be forfeited." Section 8 is directed against aiding the warlike equipment of foreign armed vessels.

There has been only one decision upon this statute, viz., *The Attorney-General* v. *Sillem*, or *The Alexandra* (12 W. R. 257), where it was held by the majority of the Court of Exchequer that the mere building of ships, as distinguished from equipping, is not within section 7. This statute was much discussed during the late American war, and in 1867 a Royal Commission was issued "to inquire into and consider the character, working and effect of the laws of the realm available for the enforcement of neutrality. . . . and to report whether any and what changes ought to be made in such laws for the purpose of giving to them increased efficiency and bringing them into full conformity with our international obligations." In the following year the commissioners made the report to which Mr. Gladstone referred. In our next article we shall examine this report and the bill of the Government, which is chiefly based upon the recommendations of this report.

THE JUDICATURE COMMISSION AND THE COUNTY COURTS.

"Let not thy left hand know what thy right hand doeth" is a maxim which may be misapplied; and the Judicature Commission have misapplied it. Soon after the supplementary commission was issued which empowered them to inquire into the working of the county court system, they appointed, as our readers know, a committee of their own number to take evidence and collect materials from which they might arrive at a conclusion upon this subject, and certainly no course could have been more reasonable than this. But this is not all that they have done. Two documents have been brought into the world at the same moment, under the auspices of the Commission: a memorandum of the committee, laying down certain principles and recommending certain changes with respect to the county court system; and a draft bill to consolidate and amend the law relating to county courts, framed upon wholly different principles from those of the committee, embodying none of the changes which they recommend, and containing changes of great importance of which they know nothing. This is a result hardly likely, we fear, to increase public confidence in the Judicature Commission. We commented at some length last week upon the one document, the committee's memorandum; we have a few words now to say upon the conflicting document, the draft bill.

The committee's recommendations are framed upon the principle of reducing the ordinary county courts to comparative insignificance, and creating a few provincial courts to do all the work now done by the county courts, and most, if not all, of that now done by the

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superior courts. The principle of the bill is to have the county courts constituted precisely as they are, merely altering their procedure in some smaller details, but at the same time to increase their jurisdiction enormously. In accordance with this fundamental difference of view, it will be found that the bill has not a word about reducing the importance of the ordinary courts or lowering the salaries of the judges. On the contrary, it expressly leaves these things unchanged. It has nothing about provincial judges at high salaries; nothing about abolishing the office of registrar except in the central courts; nothing about re-arrangement of circuits. Upon the question of default summonses it is true that the two parties are substantially agreed; both would extend the system to all cases above five pounds. But even here the only practical suggestion of the committee—namely, to print such summonses on paper of a particular colour—is not adopted in the bill.

On the other hand, there are several very important points on which the committee have not committed themselves to an opinion. They have not said whether the jurisdiction even of their amended county courts should be unlimited or whether it should have a pecuniary limit, and, if so, what that limit should be. This is the very point upon which the bill is boldest. It proposes to make the jurisdiction of the county court unlimited as to amount in common law, equity, and admiralty. And it would fix the compulsory limit—that is to say, the amount than which if less be recovered in a superior court the plaintiff is to lose his costs—at £50. Another point as to which the committee have been silent, and, we think, rather strangely silent, is the question of establishing one uniform method of procedure in place of the several distinct systems now in use in the courts. The bill would establish such a uniform system. And if we had space to compare the two in detail, this other inconsistency between the memorandum of the committee and the draft bill would be even more apparent.

But we will consider this bill upon its own merits. It is in the main a consolidation bill, bringing together into one Act nearly all the provisions of the County Court Acts, Rules, Orders, and the like. And so far, if adopted, it would be a great improvement on the existing state of things. A carefully drawn consolidation Act is generally the most useful of all Acts. We may observe, however, that this bill exactly reverses the course now usually taken in such cases. The plan always taken of late has been to let the Act deal in generalities, leaving all details of practice to be worked out by rule. This bill, on the other hand, seeks to embody in itself nearly everything that has hitherto been dealt with by rule.

Again, the bill contains a number of smaller changes in the rules of evidence to be applied in the county courts, many of which would no doubt be changes for the better, as, for instance, that which would dispense with the necessity of a notice to produce documents in the possession of the opposite party. And there are clauses aimed at the fusion of law and equity in the county courts. But we shall not examine either of these classes of clauses at present, for two reasons: first, because the bill in its embryo state is too far off from becoming law to make detailed criticism of any importance at present; and secondly, because it seems to us evidently the better course to wait and see how all such matters are dealt with in the new Supreme Court, and then try and assimilate the law of the county courts as far as may be to that of the superior courts, rather than adopt the course which this bill suggests.

But the real importance of this bill lies in what it proposes with respect to jurisdiction. The evils which have to be met are easily stated. The efficient and satisfactory determination of causes is at present too slow and too expensive, and we want to make justice, as far as possible, cheap and rapid, but, at the same time, efficient. To attain this end three courses have been suggested. One is to transfer to the existing county courts much, if not most, of the legal business of the country. The second is to establish a new class of courts at the greater provincial centres, resembling in their constitution and dignity the superior courts; this is what is called the provincial system. The third is to maintain the existing system in principle, but doing everything that can be done to cheapen, hasten and simplify proceedings in the superior courts for the trial of real controversies, leaving the county courts to discharge their original duties as small debt courts.

This third course is the one we have always advocated. We have shown in many detailed instances how proceedings in the superior courts might be cheapened; and it is our firm conviction that a far larger proportion of the expenses of a cause than is generally suspected are rendered necessary solely through defects of procedure easily remedied. And as to delay in the trial of causes, we believe this to arise almost entirely from want of organisation, and of a due economy of judicial force.

The second course proposed, the provincial system, is substantially that proposed by the committee. We disapprove this plan, because we think it unnecessary and expensive, inevitably involving serious evils. It would, among other things, break up the unity of the Bench, and so distort the uniformity of decision and certainty in the law. This course, however, would be incomparably preferable to the other which has been proposed—namely, the transfer to the existing county courts of a large quantity of the legal business of the country. Yet this is the plan proposed by this bill; and a more mischievous proposal has never, we think, been made.

It is easy to state in a very few words the conditions absolutely essential to the efficiency of a tribunal which is to try substantial questions in litigation.

First, you must have a highly qualified judge. Some of the county court judges are eminently so, but a very large number are not. There are sixty county court judges; they are chosen from the Bar; their salary is £1,500 a-year. We have no hesitation in saying that, even if the selection were always made with a sole desire to secure the fittest man, which has not always been the case, it would be impossible to find sixty judges competent to try difficult questions of law and fact and willing to accept £1,500 a-year for their work.

Secondly, you must have a competent jury in cases fit to be tried by a jury. The jury system in the county courts is confessedly a ridiculous failure. Nor can it be otherwise. Even five fit jurymen could not be found in every place in which a county court sits.

Thirdly, you must have an efficient body of advocates, especially for the argument of questions of law. This, of course, is always attainable under any system in a few large places. But to suppose that such a body, drawn from any branch of the profession, could attend the five hundred and twenty-one county courts scattered over England and Wales would show a degree of ignorance which we shall certainly not presume in our readers.

Fourthly, you must have ready access to the judge at all reasonable times for the purpose of interlocutory applications. This cannot be had in the case of a judge who lives in London, except while he is spinning round from court to court on his circuit.

Fifthly, you must have power in your judge to reserve questions of law for deliberate argument and decision before a bench of judges. This cannot be had under the county court system.

Sixthly, you must have a condition of surpassing importance, publicity and the full light of day. We do not mean the publicity which comes of an ignorant mob in a gallery. We want that daylight and publicity which comes of a judge having to administer justice perpetually in the presence of qualified persons, whose knowledge and judgment he must respect, and whose criticism he cannot but regard. This kind of publicity is incomparably the greatest security for good conduct in judge and trustworthy administration of justice. No

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other control has even yet been found effectual in this country. This control in the case of the superior courts is maintained in great efficiency by the perpetual presence of the Bar and of the attorneys practising in those courts. And the voice of the public press, expressing as it does in such matters the opinions of men well qualified to judge, contributes to the same end. Can anything like this be found in the five hundred and twenty towns and villages where the county courts sit? Manifestly not. And without this felt responsibility to enlightened public opinion—the opinion, that is, of those qualified to judge—we say deliberately that we would not trust any Court that ever sat.

The county courts are radically deficient in every qualification necessary to secure the satisfactory trial of important questions of law or fact, and any attempt to force such work upon them can only end in failure. And further, it must never be forgotten that every case of complication or length sent into a county court tends to spoil its efficiency for its real work, the recovery of small debts, for it blocks the way, creates arrears, delay, and uncertainty. Already this evil has been felt, and if the proposed bill were to pass the evil would become gigantic. The fact is, penny steamers are most useful things on the Thames, but if we were to listen to some ambitious captain, and send half a dozen of them across the Atlantic, we should wreck the boats and drown the passengers; we should likewise disarrange the traffic on the Thames. This is exactly how it is with the county courts.

AMERICAN INVESTMENTS.

It has recently become quite customary to warn Englishmen against investing in American securities, and to denounce the American Courts as either unwilling or incompetent to afford adequate redress to injured creditors. The case of the Erie shareholders is held up *in terrorem* as an example, and people are thus deterred from making safe and profitable investments, when the exercise of a little discretion would suffice to discriminate between secure and precarious methods of obtaining fair returns for outlay. Before entering into the subject of the various classes of American securities it is well to recall the peculiar features of the system under which the laws are administered in America, as much confusion prevails in the public mind on this point.

In every State in the United States there are two sets of Courts, entirely distinct from each other. One set is established by the general Government at Washington and the other by the State Governments. The former are called United States Courts, or more commonly Federal Courts. The judges are appointed for life by the President and Senate at Washington, and are thus totally independent of popular feeling, and the appeal from their judgments lies to the Supreme Court of the United States at Washington. Their jurisdiction extends to all international questions and questions arising under the laws of the *general* Government—that is, the laws of the United States as distinguished from the laws passed by each separate State. But the main point of interest is this, that to avoid any prejudice or partiality of the State tribunals in favour of their own citizens the Federal Courts have jurisdiction over all suits brought by foreigners against the citizens of any State within that State.

Now these Federal Courts have at all times been presided over by men of unimpeached character and integrity, and from the nature of the appointments and the permanency of their tenure of office the judges are quite as trustworthy as those of any country.

The second set of Courts are those which each State of the Union establishes for itself, with all grades of jurisdiction, including Supreme Courts and Courts of Appeal. The confusion in England arises from the use of these names as applied to the State tribunals. When we are told that a certain decision has been rendered in New York by the Supreme Court, we jump at once to the false conclusion that the Supreme Court of the United States is meant. We are specially liable to be misled by the absurd nomenclature of the State of New York in this respect. What they call their Supreme Court is really a system of district or county courts scattered over the State, all subject to the appellate jurisdiction of the Court of Appeals, which sits at Albany, the capital of the State. The famous or infamous Judge Barnard, of Erie notoriety, is one of these miscalled supreme judges, although his jurisdiction really extends only to the city of New York, not the rest of the State.

In much the larger part of the Union the State judges are quite as incorruptible and independent as the Federal judges, but by a deplorable excess of what are supposed to be democratic principles, an experiment was made some years ago in a certain number of the States, and the judges were made elective by the people. To add to the mischief of such a system the tenure of office was fixed at a few years, generally four or five, so that not only was the election originally dependent upon popular favour, but the judge was constantly tempted to pander to popular passion or prejudice in order to secure re-election. It is of course superfluous to comment on the inevitable results of so pernicious a system, of which Judge Barnard is one of the choice fruits, matured under the genial warmth of friendly sympathies entertained in his favour by the lowest classes of Irish and German emigrants, who labour in the docks and quays of New York. Our purpose is attained when we point out that foreign creditors are entirely independent of these State tribunals, and have an unexceptionable recourse to the Federal Courts, on which implicit reliance may be placed.

Recurring now to the subject of investments, the first remark to be made is the singular absence of discrimination observable in the writings of those best informed on the subject (such, for instance, as the able writer of the financial columns of the *Times*) between investments in the *shares* of American companies and in their *bonds* or *debentures*. We may say at once that we would strenuously dissuade any Englishman from becoming a shareholder in an American company, for the simple and obvious reason that he thereby becomes a *quasi partner*—that in companies, as a general rule, the majority must govern, and the minority are powerless to help themselves. We know here at home how excessively difficult it is for the Courts to assist unfortunate shareholders against the action of directors when supported by a majority of votes, and it appears to us rash in the extreme as a mere matter of investment to become a partner in an enterprise in a foreign country. This is the position of the Erie shareholders. The railway company is a *local* corporation, established by the laws of the State of New York, not of the General Government, and Englishmen have been imprudent enough to become partners with such men as Gould and Fisk, and are now paying the price of their rash confidence. We do not mean by this that they are without remedy, for we cannot for an instant doubt that their wrongs will be redressed, so far as that is possible, by the Superior Courts of Justice, either State or Federal. But the position of a creditor, such as a bondholder or debenture-holder, is entirely different. It is in his power instantly, without combination with any one else, to bring his suit in a Federal Court, and to enforce payment of his debt with as much promptness and certainty as he could by a suit out of one of our Superior Courts; or if his bond be secured by a mortgage or trust-deed he may file his bill in chancery in a Federal Court just as he could do in England, and claim in behalf of himself and all other creditors jointly interested the foreclosure of the mortgage or the execution of the trust-deed. In this very Erie Railway case, while "the ring" or "Jay, Gould & Co." have set shareholders at defiance and plundered them at will, *they have never dared to make default towards a bond-holder*, knowing the immediate and inevitable result.

If this distinction between shares and bonds be kept constantly in view the difficulty in choosing safe invest-

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ments in the United States is greatly restricted. When a bond or debenture is offered the first question to be asked is whether it is secured by a *first* mortgage or trust-deed. The mode of foreclosing mortgages on railways in the United States is shortly this: Whenever a property is offered for sale at the suit of a second, third, or fourth mortgagee, as the case may be, it is sold upon the terms of its remaining subject, in the hands of the purchaser, to all mortgages prior in rank to that of the pursuing creditor. It thus becomes a matter of perfect indifference to a first mortgagee what proceedings are taken by puisne incumbrancers. They affect his rights in no way. He is not involved in liquidation proceedings, nor is he called into court to claim his dues out of the proceeds of the sale, for the sale does not take place unless the bid has been in excess of the first mortgage, and the purchaser pays only the surplus, retaining in his own hands the amount of the first mortgage. The first mortgagee thus remains entirely free from any involvement in litigation, unless he chooses to act for himself in forcing a sale under his own security, upon default of payment of principal or interest. The registration laws which universally prevail in the United States render it a matter perfectly simple and easy to ascertain the rank and priority of mortgages, for none are valid without registry.

If, then, an Englishman desirous of obtaining a good interest for his money will take care to buy no shares, and confine himself to *first* mortgage bonds, he cannot run any of the risks which are depicted in such alarming colours by some of our public journals. Of course the intending investor must satisfy himself that the property mortgaged is of sufficient value to render the payment of the debt secure. Our remarks will scarcely benefit men sanguine or careless enough to lend their money even on first mortgage on railways projected in wild districts of country, where not a pound of iron has yet been placed on the road, nor perhaps a mile of road-way graded. But a man who conducts his business with ordinary prudence and who inquires into the value of the security need not be deterred from American investments by any fear of inadequacy of legal remedies for the recovery of his money.

The warning against investing in any bonds secured by puisne incumbrances is based on the consideration that it is always in the power of the first mortgagees to foreclose and force a sale in case of default. So it might well happen that property amply sufficient in value to satisfy first and second mortgages might be sacrificed at a forced sale and leave nothing for second mortgagees unless they combined to pay off the first incumbrancers, or to buy the proyerty at the forced sale. Such combinations are readily formed in America, where the people seem endowed with a natural genius for associated action, but with us there are so many difficulties in the way of uniting a scattered body of bondholders into a compact union of men devising measures in concert for the protection of their common interests, that a prudent investor ought not to place his money at the hazard of such contingencies.

On the whole, therefore, it may be concluded that it would be unwise for an Englishman to buy shares in American companies, or bonds secured by mortgage of inferior rank; but that where the property mortgaged is of sufficient value to cover the amount lent upon it, an investment in bonds of a railway or other company secured by first mortgage is as safe an investment in America as it would be in England, with the advantage of being recoverable by process of law more cheaply and expeditiously than in our own courts.

ENCLOSURES.—A Parliamentary return shows that since the passing of the Enclosure Act of 1845 there have been 856 enclosures in England and Wales. The total extent is 540,358 acres; 370,848 acres were subject to public allotments for recreation grounds or cottage gardens. The area actually allotted amounts in the whole to 1,633 acres for exercise and recreation grounds, and 2,113 acres for the labouring poor.—*Times.*

RECENT DECISIONS.

EQUITY.

MISDESCRIPTION OF TRANSFEREE.

Re Smith, Knight & Co., Battie's case, M.R., 18 W. R. 620.

The decision in this case that the register could not be rectified upon the application of the liquidator is owing to the fact that the directors had, under the articles of association, no power to refuse to register any transfer if they did not approve of the transferee. Parties are not entitled, when the facts come to be known, to retain any advantage acquired by a misdescription which the Court regards as fraudulent; but in this case the directors could not have refused to register if they had known all. In an otherwise similar case, where the directors had the power, Vice-Chancellor James held that the name of the transferee ought to be removed from the register of members and the list of contributories, and the name of the transferor substituted, on the ground that the deception vitiated the transaction (*Payne's case*, L. R. 9 Eq. 223). Where there is such a power, and a misdescription, either of the transferee or of the consideration, or of both, as in *Battie's case*, and the directors are thereby deceived, they have a right to say that they will have the transaction set aside (*Williams's case*, L. R 9 Eq. 226 n.); and that right passes to the liquidator on the commencement of the winding-up. See, as to this, the observations of Lord Justice Giffard in *Kintrea's case* (18 W. R. 197, L. R. 5 Ch. 95).

In *Poole* v. *Middleton* (29 Beav. 646); *Bermingham* v. *Sheridan* (33 Beav. 660), Lord Romilly observed that even where directors have a discretion to refuse a transferee, they must exercise it reasonably, and that a mere capricious refusal would be controlled by the Court. But in a later case his Lordship expressed an opinion that, apart from any express power, directors have in their general function an inherent ability to refuse to register a transfer where, in their judgment, the same will not be for the benefit of the company (*Weston's case*, 16 W R. 887). This latter position, however, is not maintainable (S.C., on appeal, 17 W. R. 62, L. R. 4 Ch. 20). It was disposed of in the court of appeal by the identical reason advanced by Lord Romilly in the two former cases in support of the other principle, viz., that a limited company is a sort of partnership from which the members can retire at once and get rid of all their liabilities (except the qualified liabilities of past members) by disposing of their shares, provided the disposal be out and out, and no interest be retained; and this appears to be the reason why such a transaction as that in *Battie's case* will hold water, provided the transfer be out and out, in the absence of the power to refuse to register which well-drawn articles of association ought to contain.

RESTRICTIVE STIPULATIONS—NOTICE.

Carter v. *Williams*, V.C.J., 18 W. R. 593.

A plot of land had been sold with the stipulation that no building to be erected thereon should be used for a beerhouse. The peculiarity of the case was that the foregoing stipulation was contained in a separate piece of paper, and was not recited in the conveyance. The purchaser sublet to D. as a yearly tenant, without notice, and he opened a beerhouse upon the plot. D. had no actual notice, and the Vice-Chancellor, holding that as the covenant did not appear upon the title-deed, D. could not be fixed with constructive notice, dismissed with costs, as against D., the bill which prayed an injunction against both D. and the purchaser.

Yearly tenants do not as a rule ask to see their lessor's title. The *ratio decidendi* seems to have been that if D. had seen everything which appeared to be necessary for him to see he would not have acquired any knowledge of the restrictive covenant. The doctrine of constructive notice, as the Vice-Chancellor observed, has been already carried far enough. A purchaser who does not inquire

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into his vendor's title is affected with notice of what appears upon it. This rule applies equally to a yearly tenant as to the purchaser of a greater interest (*Wilson* v. *Hart*, 14 W. R. 748, L. R. 1 Ch. 463). Clearly then a yearly tenant ought to inquire whether the property is subject to any restriction. If the restriction as to the use of the premises had been recited in the deed of conveyance to D.'s lessor, D. would unquestionably have been bound by it, if he had made no inquiry.

On the Duty of Liquidators under Supervision to Bring in their Accounts.

Re Anglo-Romano Water Company, Ex parte Wright, L.J.G., 18 W. R. 777.

We are glad to see that the Lord Justice Giffard quite adopted the opinion of the Master of the Rolls that when a company is winding up under supervision the liquidator's duty is to bring in and pass his accounts at reasonable intervals, and that any contributory is entitled to require him to do so. The question whether the applicant was or was not a contributory, is one into which we need not enter; but inasmuch as it was decided that he was, his right to call on the liquidator followed as a matter of course. We do not see why a liquidator should have more indulgence shown him in this respect than a receiver. "Of all people," said the Lord Justice, "I do think that those who ought most easily to be called to account are liquidators of public companies." It is difficult, indeed to see what ground a liquidator can have for resisting an application for his accounts when he has nothing to conceal, unless the application be made with the object of causing annoyance or delay.

Costs of Preparing Lease.

Re The Ipstone Park Company, Ex parte Brough, V.C.J., 18 W. R. 285.

This case affords us an opportunity of recapitulating the law on a point of practice of much importance to solicitors.

There is a universal custom in conveyancing matters that a lease is prepared by the solicitor of the lessor at the cost of the lessee; similarly, the preparation of a mortgage deed (including the cost of examining the validity of the mortagagor's title and the sufficiency of the property in point of value), though conducted by the solicitor of the mortgagee, is paid for by the mortgagor; and similarly in other conveyancing matters. In practice these costs are generally paid by the lessee or mortgagor direct to the solicitor who did the work; in the case of a mortgage, for instance, the mortgagor's solicitor, being usually entrusted by the mortgagee with the money to be advanced, hands it over to the mortgagor, *minus* the amount of his own bill.

But the solicitor cannot, merely upon the above circumstances, compel the payment from the lessee or mortgagee, because there is no priority of contract between them (*Rigley* v. *Daykin*, 2 Y. & J. 86). The lessor or mortgagee from whom he received his instructions is liable to him, and after paying him can recover the amount from the lessee or mortgagor (*Grissell* v. *Robinson*, 3 Bing. N. C. 10). For the same reasons a mortgagee's solicitor has no lien on the mortgagor's deeds, arising from his having been employed by the mortgagee to inspect them, &c., *Pratt* v. *Vizard* (5 B. & Ad. 808), a case relating to this latter phase of the subject, affords a good exposition of the general principle. Plaintiff, an intending mortgagor, sent his deeds to R., the proposed mortgagee, for inspection, saying at the same time, "I shall pay with pleasure all expenses attending the same." R. handed the deeds to his own solicitors. Ultimately the transaction went off, and the plaintiff demanding back his deeds, the solicitors claimed a lien on them for their bill. The plaintiff paid the bill under protest, and recovered the amount from them in this action. Here there was no privity at all between the plaintiff and the solicitors, and the latter were strangers to the express promise which had passed between the plaintiff and R. Whether R. could, after paying the bill, recover the amount from the plaintiff, would be a question depending on the construction of the original agreement between him and the plaintiff. In *Webb* v. *Rhodes* (3 Bing. N. C. 732), the transaction having gone off, the solicitors of the intending lessor recovered from him, as for work done, the amount of their bill. But it is very important to remember that, though there is a recognised custom as between the two principals as to the incidence of the costs of completed transactions, there is none sufficient to support a claim to be reimbursed the costs of a negotiation which has proved abortive. In *Melbourne* v. *Cottrell* (5 W. R. 884), a treaty for a mortgage having gone off, and the proposed mortgagee having sued the proposed mortgagor for (*inter alia*) the costs incurred, it was held by Erle, C.J., that there was no custom raising an implied contract on the part of the defendant to produce such a title as should satisfy the plaintiff, or to pay the costs of investigating the title in the event of the transaction going off. Therefore, if a proposing lender wishes to be entitled to his costs in any event, he must stipulate (as is sometimes done) on opening the negotiation, that he shall be repaid, in any event, the expense of investigating the proposing borrower's title.

Similarly the lessor's or mortgagee's solicitor, if he wishes to have a claim directly on the lessee or mortgagor for his costs, must take care to get some retainer direct from the latter. For this purpose anything will be sufficient which proves an understanding arrived at between the lessor's or mortgagee's solicitor and the lessee or mortgagor, that the former is employed by the latter. See on this point *Smith* v. *Clegg* (6 W. R. C. L. Dig. 9, 27 L. J. Ex. 300).

Having thus fully expounded the principles which govern the claims of solicitors for the costs of preparing conveyances and the like, it only remains for us to notice the facts of the present case, which are exceedingly simple.

A company being in treaty for a lease, instructed their solicitor to prepare a draft; this solicitor wrote to the solicitor of the intending lessor, that in compliance with the etiquette of the profession, he wished to hand the work over to him. The lessor's solicitor accordingly prepared the draft. The company afterwards going into liquidation, he made a claim under the winding-up for his costs, which was disallowed by Vice-Chancellor James, because there was obviously no privity whatever between him and the company. In this case it is very possible that the solicitor who prepared the draft had no claim on anyone.

COMMON LAW.

Practice—Justification Under Judgment which has been Set Aside.

Smith v. *Sidney*, Q.B., 18 W. R. 628.

The rule laid down in this case is, that an act done under a judgment which is afterwards set aside is not necessarily regarded as if there never had been a judgment—or, in other words, a defendant may justify, under a judgment which does not exist at the time of his plea. The Court will, in these cases, look into the cause for which the judgment was set aside.

If a judgment were improperly obtained—as, for instance, if obtained by fraud—and execution was issued and enforced, and the judgment were then set aside, the party issuing the execution could not rely upon the judgment as any justification of his act. The mere fact, however, that the judgment was set aside would not disentitle the person acting on it to justify under it, but it would be necessary to show that it had been set aside because obtained by fraud. If, on the other hand, a judgment is properly obtained and acted on, and then set aside as

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a favour to the person against whom it was obtained, such person could not bring an action for anything done regularly under the judgment.

Smith v. *Sidney* fell under the latter class of cases, and it was held that an arrest of the plaintiff by the defendant upon a judgment obtained by the defendant in another action against the plaintiff might be properly justified under such judgment, although the judgment had been set aside; because the facts showed that the judgment was set aside only as a favour the plaintiff. This point has not been before very clearly decided in any reported case, although the practice seems to have been well settled on the point.

The judgment of Hannen, J., puts the matter very clearly—"The fact that a judgment has been set aside does not deprive the party of its protection, otherwise the plea of *nul tiel record* would be sufficient, but it is necessary to show why it was set aside. The reason of this rule is, that the Court may see from the facts which induced the setting aside whether the party is a wrongdoer."

In this case the trespass complained of was a trespass to the person committed under a *ca. sa.* This precise point cannot arise again in this way since the abolition of arrest for debt (32 & 33 Vict. c. 62), but the same principle applies to cases of trespass to goods, and for these cases this decision is now an authority.

COURTS.

HOME CIRCUIT.

MAIDSTONE.

(Before Chief Justice BOVILL and a Common Jury.)

July 26, 27.—*Norton* v. *Dudlaw.*

This was an action of slander.

The plaintiff was a solicitor practising at Malling, and the defendant was also a solicitor, and clerk to the board of guardians of the Malling Union. It appeared that the board had taken legal proceedings to recover the amount of a surety bond, and the present plaintiff acted as the solicitor for the defendant, the result being that the board of guardians were defeated on a point of law, and became liable for the costs of the defendant in the action. The costs were taxed in due course, and ultimately an execution was put into the workhouse. The slander complained of was a statement made by the defendant at a subsequent meeting of the board of guardians, to the effect that the plaintiff had been guilty of sharp practice, and had been actuated in the proceedings in question by spite. So far from there being any foundation for that statement however, it appeared that the plaintiff had, some three or four weeks before the execution, written to the attorney of the board, asking when the costs would be paid. From some cause, however, which was not explained, this letter never reached its destination.

Denman, Q.C., and *Hayman*, for the plaintiff.

Prentice, Q.C., for the defendant.

BOVILL, C.J, said it was clear that the statement had been made under a misapprehension as to the course that was actually taken by the plaintiff, and there did not appear to be the slightest pretence for saying that the plaintiff had been guilty of sharp practice.

Prentice, Q.C., after conferring with his client, said he felt the force of his Lordship's observation, and was ready to withdraw all imputations upon the character of the plaintiff and to apologise for having made the statement complained of.

A juror was then withdrawn.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before Mr. REGISTRAR PEPYS, acting for the Chief Judge.)

Solicitors' clerks as receivers.

July 23.—*Anonymous.*

Mr. A. J. Murray, solicitor, made an application to the Court for the appointment of a receiver under a petition which had been filed by debtors with a view to arrangement of their affairs. It was proposed that a person named Sydney, residing in Pentonville-road, should be appointed receiver in the matter.

The REGISTRAR, upon being informed that Mr. Sydney was a clerk to the solicitor making the application, who also presented the petition, said he did not think he was a proper person to be receiver, and declined to make the appointment.

July 26.—*Re Hochstrasser.*

This was a similar case, in which it was desired to appoint as receiver the clerk to the partner of the solicitor who presented the petition.

Brough, in support of the application said this was an exceptional case. The debtor was a German, and the great majority of the creditors resided abread. The proposed receiver was conversant with the French and German languages, and it would be greatly to the advantage and convenience of the creditors that he should be appointed. Of five creditors resident in England, four had signed a requisition in his favour.

Mr. REGISTRAR PEPYS said he understood that the Chief Judge had disapproved the appointment as receiver of the clerk to the solicitor presenting the petition, but the present seemed to be an exceptional case, and, as the majority of the English creditors desired the appointment, it would be made, to last until after the first meeting.

Solicitors, *Holmes & Holmes.*

COUNTY COURT.

DARTFORD.

(Before J. J. LONSDALE, Esq., Judge.)

May 18, June 22, July 20.—*Santler* v. *Pounds and Clark.*

Friendly Society—Jurisdiction of County Court—Uncertified Society.

18 & 19 *Vict. c.* 63, *ss*, 41, 44 :—*Held, that under the above provisions the county court has or has not jurisdiction over disputes between friendly societies and their members, according as the rules had or had not been deposited with the Registrar at the time of the dispute.*

Smith *v.* Pryor, 5 *W. R.* 294, *examined.*

The plaintiff was a member of a friendly society. A charge having been made against the plaintiff, of imposing upon the society, a meeting of the members was called, who heard the charge and decided to expel the plaintiff. By the rules the whole of the members of the society should have been summoned to such meeting, but it was proved in evidence that members then in receipt of sick pay from the society, who were by another rule prohibited from being away from home at so late an hour as that on which the meeting was held, were not summoned. Subsequently to the above meeting the rules of the society were deposited with the Registrar of Friendly Societies, under section 44 of 18 & 19 Vict. c. 63, and at a meeting of the society held after the deposit of the rules, the plaintiff attended and was refused admittance to such meeting.

He now claimed to be reinstated. The defendants were the secretary and treasurer of the society.

Mr. C. R. Gibson (Dartford) for the plaintiff.

Mr. W. Venn (New Inn) for the defendant.

Mr. LONSDALE delivered judgment on the 20th of July, as follows:—

John Santler, the plaintiff, is a member of the Perseverance Benefit Society, a society established for one of the purposes mentioned in the 9th section of the 18 & 19 Vict. c. 63 (the Friendly Societies Consolidation Act), whose rules have not been certified by the Registrar, have been deposited with him ; and having been excluded from the benefits of such society after such rules were so deposited, he claims by the present proceeding that the defendants, who are respectively the secretary and treasurer of such society, be ordered to reinstate him and to pay and allow him all moneys, rights, and privileges appertaining to a member of such society, or in default of so doing to pay him £50.

The only cause for which the society by their rules have power to exclude a member is "imposing on the society while in receipt of the sick gift," and the rules contain no mode of settling disputes in any other case. The county court, therefore, in all such other cases has jurisdiction,—as regards certified societies, under section 41 of the 18 & 19 Vict. c. 63,—and as regards uncertified societies, provided a copy of their rules has been deposited with the Registrar, under section 44 of the same Act. The Perseverance Benefit Society has never had its rules certified by the Regis-

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trar, but a copy of the rules was deposited with him on the 6th April last. At the hearing it was contended that the copy was not deposited till the 2nd May, and that, therefore, upon the authority of *Smith* v. *Pryor* (5 W. R. 294)—the dispute having arisen (as alleged by the defendants) on the 30th March, when a resolution of the society was passed professing to exclude the plaintiff from the society; or as (alleged by the plaintiff) not until the 20th April, a club night, when the stewards refused to admit him into the club room or to receive his contribution money; both dates being prior to the deposit of a copy of the rules—this Court had no jurisdiction.

But I come to the conclusion upon the evidence that the rules were deposited on the 6th April. If, therefore, as contended by the plaintiff, the dispute between him and the defendants arose after the rules had been deposited, I am of opinion that this Court has jurisdiction. The case of *Smith* v. *Pryor*, relied upon by the defendants, was one in which a dispute arose in an uncertified society before its rules had been deposited with the Registrar, and the jurisdiction of the county court to decide such dispute was on that account objected to. Lord Campbell, C.J., is reported in the *Weekly Reporter* to have said: "The county court had no jurisdiction except under the statute; but this is not a society to which that statute applies;" and Coleridge, Wightman and Crompton, JJ., concurred. It is difficult to understand the ground upon which the Court held that the society there in question was not a society to which the 18 & 19 Vict. c. 63, applied. It would appear from the argument which was being used by counsel when he was stopped by the Court—viz., "that the Legislature only intended to confer the privileges given by the Act upon certified societies; but it was forseen that disputes might arise between the deposit of the rules and complete registration, and therefore section 44 was introduced to provide against that contingency. It could not have been intended that these provisions should apply to uncertified societies"—as if the Court thought that the Act applied only to certified societies; that is, that no society, unless certified at the time of making application to the county court, was within the meaning of the Act, even although its rules had been deposited with the Registrar before the dispute. Of course if the statute only applies to certified societies, the county court has no jurisdiction in this case. But I do not think that can have been the ground of the decision, as the words of the 44th section clearly contemplate others than societies, the rules of which are required to be certified, and the objects of which are specified in section 9. In addition to such societies, it mentions societies "for any purpose which is not illegal." Therefore, the only other apparent ground of the decision in that case is that the society was not one to which the statute applies, because its rules had not been deposited with the registrar at the time when the dispute arose.

Taking this latter to be the ground of the decision (and it was the one relied upon for the defendants at the hearing), did the dispute, the foundation of the present application to this Court, arise after the deposit of the rules with the Registrar? I am of opinion that it did. The dispute which was intended to be decided by the special meeting of the 30th March was the alleged imposition on the society by the plaintiff while in the receipt of the sick gift. A majority of the members summoned to that meeting decided that the plaintiff was guilty, and that he should be excluded. By rule 12, however, the whole of the members are required to be summoned before a member can be excluded. This was not done in this case, the plaintiff's expulsion was, therefore, a nullity, and he still remains a member. If the rules of the society had been deposited with the registrar at the time of the meeting, and all the members had been summoned, the decision of the majority of the members present having found him guilty, and the rule making such decision final, I doubt whether this Court could have interfered. But afterwards, on the 20th April, a club night, the plaintiff being still a member of the society, the stewards refused him admission to the club room, and declined to receive his contribution money, telling him that he was no longer a member of the society. It is on this account that the plaintiff now applies to this Court for relief, and I think I have power to grant it, he being still a member of the society, and there being no evidence before me of his having been guilty of the only act which, under the rules of the society, would justify his expulsion (viz., imposing on the society while in the receipt of the sick gift), beyond his own admission that he was one day found cleaning one of his own windows, which in my opinion, as I intimated at the hearing, could no more support such a charge than if he had been found brushing his own clothes. The order of the Court is therefore that the defendants pay and allow to the plaintiff all the moneys, rights, and privileges appertaining to a member of the Perseverance Benefit Society, or in default of so doing, pay him the sum of £50. No objection was made to the amount of this sum at the hearing, and it appearing to me to be based upon a fair calculation, I see no reason to reduce it. I also order the defendants to pay to the plaintiff his costs.

APPOINTMENTS.

Mr. Samuel George Johnson, solicitor, and Town Clerk of Faversham, in Kent, has been elected Town Clerk of the borough of Nottingham, in the room of Mr. William Enfield, who has resigned, after holding the office for twenty-five years. Mr. Johnson was admitted in 1854, and was a member of the Town Council of Faversham, having twice filled the office of mayor of that borough. He afterwards became Town Clerk, on the resignation of the late Mr. John Phillips, and also filled the office of Clerk of the Peace for Faversham, which appointments will be rendered vacant by his transfer to Nottingham. Mr. Richard Enfield has been appointed to act as Deputy Town Clerk of Nottingham, until Mr. Johnson can enter upon his duties.

GENERAL CORRESPONDENCE.

Vestry Meetings.

Sir,—I should feel much obliged if you would favour me with answers to the enclosed questions in the *Solicitors' Journal*.

July 18, 1870. Inquirer.

In the town of C. a vestry meeting has lately been held in consequence of the resignation of the organist of the parish church.

There were about forty candidates for the vacant office, and the vestry appointed a committee to consider the merits of the several candidates, and to report thereon at a future meeting, with a view to the selection and appointment of one of the candidates.

The minister and churchwardens were among the members of the committee.

The adjourned vestry for receiving the report of the committee has just been held after notice, of which the following is a copy:—

"Notice is hereby given, that an adjourned vestry meeting will be held in the parish church of C. on Thursday, the 14th instant, at eleven o'clock, to receive the report of the committee, and to take such steps as may be deemed proper for the appointment of an organist.

"And notice is hereby further given that an offer made by Mr. S. to the C. Highway Board to sell to the parish a portion of the premises in the market-place, lately occupied by Mr. P., for widening the pavement, will be laid before the meeting.

"Dated July 12, 1870."

(Signed by the Churchwardens.)

It will be seen that another object was introduced in the notice.

A church-rate has been granted in the parish (from which the organist's salary is paid) and the church-rate is paid by many of the ratepayers; but the minister is not rated and pays no church-rate, and some ratepayers refuse (as any ratepayer may do under the 31 & 32 Vict. c. 109) to pay the church-rate.

The minister attended the adjourned meeting, and took the chair as an assumed matter of right, which proceeding was objected to by many persons at the meeting as well on expressed general grounds—inasmuch as it was alleged the minister is not an integral part of the parish but only a mere individual of the vestry—as on expressed special grounds; inasmuch as, it was alleged, the fact of his not paying church-rates disqualified him from voting and from taking the chair (unless elected to it) at meetings on church-rate matters, and that the vestry meeting being for two objects, what might possibly be right for one might not be right for the other.

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Other persons supported the minister's claim to the chair on the alleged ground that the vestry was an ordinary one.

Your opinion would oblige—

1st. Whether under the "Compulsory Church Rates Abolition Act, 1868, or under any other Act or sufficient legal authority the minister who does not pay church-rates can claim as a right to preside and to vote in vestries at which matters regarding the application of church-rates are discussed and to be decided?

2nd. Also, whether at ordinary vestries there is any ground for the claim of the minister to take the chair as a right, seeing that in many Acts of Parliament (such as the Watching and Lighting Act, 3 & 4 Will. 4, c. 90) references are made to vestries electing a chairman, which would hardly be necessary if the minister were really, in virtue of his office, vestry-president?

[It is no part of our business to answer cases for opinion, but we will remind this correspondent that the minister has by common law, an undoubted right to preside at vestry meetings *virtute officii*, though exceptions appear to have been caused by 3 & 4 Will. 4, c. 90, and some similar Acts. The Compulsory Church Rates Abolition Act is irrelevant to the matter.—Ed. S.J.]

THE LAW LIST—ACADEMICAL DEGREES.

Sir,—If you have any voice in the arrangements of the *Law List*, may I ask your attention to the following perhaps rather minor point in connection with the list of attorneys and solicitors.

When looking through the list I occasionally observe after a name some such indication of a university degree belonging to it as is conveyed by the letters M.A., B.A., LL.B., &c., &c. I happen myself to be a Cambridge M.A. but it has always appeared to me that unless it were the general usage to add the degree to the name it is rather pretentious, if not coxcombical, in persons to do so. It would be easy for the publisher to add degrees in every case by reference to the Incorporated Law Society's records; whether it be desirable or not may be a question, especially as no such addition is made in the case of barristers, a larger number of whom are university men.

All I venture to suggest is that either no such additions be made at all, or pains be taken to ascertain all the cases where the right to have them exists. I believe the number of instances where the degree has not been added through a feeling akin to my own is very considerable.

July 27. A LONDON SOLICITOR.

[We have no voice in the arrangements of the *Law List*, but we entirely agree with "A London Solicitor" that if degrees are inserted at all, they should be inserted invariably, and for both branches of the profession. To go no further than the statements forwarded by a few individuals is gross neglect.—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 23.—The *Life Assurance Companies Bill* passed through committee.

The *Law of Evidence Further Amendment Act* (1869) *Amendment Bill* was read a third time and passed.

The *Married Women's Property Bill* was read a third time and passed.

Contraband of War.—In reply to a question by the Earl of Malmesbury, whether horses are contraband of war, Earl Granville said the Government could not attempt any definitions of what is or is not contraband of war. That question. as to horses, coal, timber, sails, rope, and various other articles, must depend on the destination and a thousand circumstances which cannot be defined beforehand; the question could only be decided in the Prize Court of the captors.

July 25.—The *Irish Land Bill.* The Commons' reamendments were finally agreed to, excepting that one or two verbal alterations were made.

The *Judicial Committee of the Privy Council Bill.*—Lord Romilly took occasion to insist, on the third reading of this bill, on the necessity of appointing the best judges whose services could be secured. There were three modes of obtaining judges. The person of the greatest experience might be selected and paid the price necessary for what might be regarded as his adequate remuneration. Another mode was to get the cheapest man, and a man of that kind might be got at a very low rate, but he would have to be subjected to a severe examination to show that he was at all fit for the discharge of his duties. Again, a person might be selected to fill the office of judge who had failed in his profession; but the very worst judges would be those who were selected from that class. He observed that a proposal had been brought under the notice of the other House for increasing the pay of her Majesty's Ministers, and he, for one, did not think any of them were overpaid; but there was no doubt that if their places were put up to auction persons would be found for much smaller salaries to undertake their duties. Then, however, would arise the question whether they would be at all fit to discharge those duties. He, for one, was opposed to anything like parsimony and niggardliness under such circumstances. It was of the greatest importance, not only that we should get the best judges, but also that they should be able to gain the confidence of the public by showing that they had previously gained the confidence of their clients, and occupied a considerable position in the legal profession. A standing of so many years would not be a proper qualification. Indeed, it would be better to insist upon a money qualification, and say that no man should be appointed a judge who had not made £3,000 or £4,000 a-year by his profession. In conclusion, he appealed to the Lord Chancellor to make this bill an experimental one, and confine its operation to two or three years, at the expiration of which period we should see what results it had brought about.—The Lord Chancellor repelled the accusation that he was endeavouring to get money out of the appointment of judges. He proceeded to point out that there were often circumstances connected with an office which rendered it a desirable one apart from the mere question of salary. It had been an almost invariable custom that a judge, after fifteen years' service, became an *ex officio* member of the Judicial Committee, and the object of the bill was to give to such judges £500 a-year, in addition to their present salary.—The bill was read a third time.—On the question that the bill do pass, Lord Cairns moved a clause limiting the operation of the bill to the 1st of January, 1873. The amendment was negatived by a majority of 27 to 16, and the bill passed.

July 26.—The *Settled Estates (Mansions) Bill* passed through committee.

The *Juries Bill* passed through committee.

The *Stamp Duty on Leases Bill* was read a third time and passed.

July 28.—The *Life Assurance Companies Bill* was read a third time and passed.

The *Clerical Disabilities Bill.*—Committee.—Earl Beauchamp opposed, on the ground that the measure had been insufficiently considered, that clergymen were already eligible for admission to the bar, and that young men would take orders with too little reflection if they were able at pleasure to resume the status of laymen.—The Bishop of Gloucester, in seconding the opposition, urged that the only civil disabilities under which clergymen laboured—ineligibility for parliamentary or municipal offices—might, if desirable, be removed in an easier manner than the bill proposed.—Lord Houghton said the bill was one of great importance, both to many excellent and respectable persons and to the Church, and he believed that if their lordships allowed the bill to pass they would do a service to the Church itself.—The Earl of Carnarvon said the bill was one which completely altered the status of the clergy, and the House ought to think twice before proceeding with such a measure at this period of the session, when it could not possibly receive the consideration it deserved. Consideration by a select committee would be the best it could receive, and that was now out of the question.—The Bishop of Llandaff trusted that their lordships would proceed with the bill.—The Bishop of Ely thought their lordships should pause before they passed the bill.—On a division a majority of 52 to 29 were for going into committee.—The House then went into committee, and the first six clauses were agreed to.—The Bishop of London moved the omission of clause 7.—The Bishop of Llandaff supported the clause, observing that it would obviate in some measure the objection which had been taken to the bill, that it would operate in deciding the question of the delibility of Holy Orders, inasmuch as the clause provided that the archbishop might restore a clergy-

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man who had resigned without re-ordaining him. There were two safeguards provided by the bill. In the first place, the archbishop was required, before re-admitting such a young man to the ministry, to inquire into the circumstances under which he was led astray, his present opinions and his moral conduct. It was further provided that the applicant should not be capable of holding any preferment until after the expiration of two years. In addition to this, when at length he obtained a preferment, he must, like any other person similarly situated, present to the bishop of the diocese a testimonial to the effect that for three years he has neither held nor taught anything contrary to the doctrine or discipline of the Church of England. Surely these safeguards were amply sufficient, and their Lordships might with perfect security for the interests of the Church and of religion allow a *locus pœnitentiæ* for these young men.—The Marquis of Salisbury thought the State ought to act towards the Church as it did towards the other professions of which it held itself to be the guardian. If a barrister retired from the bar he gave up all claim to be a barrister. His opinion was that in the event of the clause being passed, many a clergyman who did not get on very well in his profession would take a secular employment, and at the same time keep a second string to his bow; for, if the clerical profession improved, or if he had a prospect of obtaining a good living, he might return to the Church. —Earl Beauchamp supported the clause.—Lord Lyveden said the clause would allow a person to play fast and loose, which would be highly discreditable to the clerical profession.—The clause was rejected by a majority of 71 to 13. —The remaining clauses were agreed to.

The *Absconding Debtors Bill*.—Committee.—On the motion of Lord Penzance, approved by the Lord Chancellor, the first six clauses were replaced by others, providing, with checks, that the court might order a debtor to be arrested if, after a debtor's summons had been served upon him, and before a petition of bankruptcy could be presented against him, there was reason to believe he intended to go abroad or to quit his house to avoid service.

HOUSE OF COMMONS.

July 23.—*Licences for Carriages Lent*.—Mr. Salt asked the Chancellor of the Exchequer whether it was necessary, under the present law, that a coachmaker who lends (as a matter of courtesy, not of profit) a carriage to a customer for a few days, during the repairs of another carriage, upon which duty had been paid, should take out a fresh licence for the carriage so lent.—The Chancellor of the Exchequer. —The rule is that a licence must be taken out for every carriage used by the person who makes use of it. The coachmaker keeps it and uses it by lending it to another person, and therefore he must take out a licence for it.

July 25.—The *Appellate Jurisdiction* and *High Court of Justice Bills*.—In reply to Mr. G. Gregory, Mr. Gladstone was sorry to say the Government had been obliged to abandon the hope of being able to proceed with these Bills; but they proposed to call the attention of Parliament to the subject early next session.

The *Resignation of Benefices*, the *Union of Benefices*, and the *Sequestration Bills*.—In reply to Sir George Grey, Mr. Bruce said it was now too late to proceed with either of these three bills, which had come down from the Upper House.

The *Habitual Drunkards Bill*, the *Charities, &c., Exemption Bill*, and the *Ecclesiastical Dilapidations (No. 2) Bill* were withdrawn.

The *Corrupt Practices Act Amendment Bill* was read a second time.

The Lords' amendments to the *Liverpool Admiralty Districts Registrar Bill* were agreed to.

The *Government Law Charges*.—In committee of supply, on the vote of £44,615 for law charges, Mr. Alderman Lusk said this item for law expenses became heavier every year.—Mr. Rylands urged an inquiry into the whole subject, and suggested an amalgamation of the several departments as regards legal officers. The expense was augmented by the Foreign Office practice of sending whole sacks full of papers to the law officers relating to a case upon which their opinion was sought.—Mr. Watkin Williams said that no legal business was so troublesome as Government business, none was so badly paid for, and none so little sought after.—Mr. Stansfeld said that a great part of the charge arose under statute; and the increase was accounted for by a series of fresh charges, such as the costs of the Courts of Chancery and Bankruptcy.—Mr. Otway said the Foreign office, unlike the Home and Colonial Offices, had no legal adviser; and in dealing with delicate questions, such as those arising out of naturalisation and shipping, it was better to submit the whole of the papers in the case to the legal adviser instead of drawing up a case.—Sir Roundell Palmer said that although submitting the whole of the papers in a case to the law officers entailed upon them greater labour, it was more satisfactory to them than to be asked to give an opinion on a case drawn up by another. The vote was agreed to, as were the following votes:—£200,633 for criminal prosecutions; £173,831 for the Chancery Courts; £62,315 for the Common Law Courts; and £79,377 for the Bankruptcy Court.

Salaries of County Court Judges.—On the vote necessary to complete the sum of £420,632 for county courts, Mr. Norwood asked what extra pay it was proposed to give to the county court judges who had had extra business imposed upon them in consequence of their having an admiralty jurisdiction conferred upon them.—Mr. West remarked that not quite six admiralty cases per judge had come before the county court judges during the past six months. If the county court judges sat four days a week they would not do as much work as the judges of the superior courts, and four days a week would not be more than the public had a right to get in the shape of service from these learned gentlemen.—Sir Roundell Palmer considered that the Legislature was entitled to add to the business discharged by all the judges of the land any other business of a similar nature which these judges were qualified to perform, and which they had time to perform, and he could not think that whenever it was proposed to give them additional jurisdiction there ought to be a demand for increased remuneration. If the Legislature threw on the judges business of a totally different nature from that which they had been in the habit of performing, and involving other qualifications than those which they might be supposed to possess, the case would be different, because that would be asking them to enter into a new contract. He did not think, however, that the Legislature was ever likely to do anything of that kind.—Mr. Cross said the real question to be considered was this, when they had enormously increased the responsibilities and duties of the county court judges, whether the salaries were sufficient to draw from the bar men of sufficient standing and ability to discharge those duties.—Mr. Locke thought it a great mistake that larger salaries had not been given to those who had more important duties to perform. The number of days that a judge sat was not the criterion, but the duties which he had to perform.—Mr. Walpole remarked that if they required more arduous duties to be performed, and a greater amount of ability than the county court judges at present possessed, it would be reasonable to increase the salary in proportion to the extra work and acquirements which were expected.—The vote was agreed to, as were also votes of £91,520 for the Court of Probate and Divorce, and of £13,200 for the registry of the Admiralty Court.

The Land Registry Office.—On the vote of £5,570 for the Land Registry Office, Mr. Goldney said that two or three years ago an indirect promise was made that it should be ascertained whether this office could not be amalgamated with some other. The office had been a failure, because it was ineffectual for its purpose, and while the profession generally had set themselves against it, the office had not been advantageous to the owners of land. The amount of the officers' salaries was fixed by the Act which created the office, and therefore it was impossible to reduce the vote, but if the office could not be amalgamated it would be more economical to abolish it and give some compensation to the officers for the loss of their posts.—Sir Roundell Palmer admitted that the office had not been extensively used, but the committee had not now to consider the repeal of the Act which created it. He, however, believed that it contained the germs of usefulness, and that it would lead to the simplification of titles, while the opposition to it was not wholly disinterested. He was told that the Lord Chief Baron had personally, and without the assistance of a solicitor, passed through that office the title to some land in which he was interested, at a very insignificant expense. He (Sir Roundell Palmer) endeavoured to register the title to an estate that he bought, but was not successful owing to his having to wait until some special conditions had worked themselves out, but if he lived long enough he would carry the matter through. Before many

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years had elapsed the House would have to take further steps towards the simplification of the law of real property, and then this office would prove useful.—The Chancellor of the Exchequer said there was much justice in the criticisms which had been passed on this office, but he hoped that hon. members would not persevere in their endeavours to break it up. He was one of the three commissioners on whose report the office was founded, and they thought that land should be dealt with on the same principle as money in the funds. Their report found favour with the legal authorities, but in carrying it into law Lord Westbury made a deviation which had been utterly fatal to the working of the office. It was with great sorrow that he found the office had not been successful, and it was quite right to say that the public did not get value for the money which was expended upon it. A commission, however, had been appointed to consider the matter, and their report, which recommended a return to the plan of the former commission, had been adopted by the Government, who had prepared a bill on the subject. Owing to the extraordinary pressure of business this session they had not had an opportunity of carrying that bill through the House, but if hon. members would be patient he trusted that another session would bring the bill before them.—Dr. Ball thought the office might be constituted on the principle of the Landed Estates Court, in which one-fifth of the land of Ireland had been sold. Perfect security was afforded, and the whole community derived great advantages.—The vote was then agreed to.

The *Brokers (City of London) Bill* was read a second time, it being stated that the Corporation would offer no further opposition.

The *Ballot Bill* (Mr. Leatham's bill). Debate on second reading, adjourned from March 16.—Mr. Gladstone having stated the reasons which had converted him from an opponent to an advocate of the ballot, and Mr. Disraeli having criticised those reasons and the withdrawal of the Government bill, the bill was read a second time.

The *Benefit Building Societies* and the *Corrupt Practices Act Amendment Bills* passed through committee.

July 28.—*The New Law Courts.*—Mr. G. Gregory moved —"That in the opinion of this House the building of the new Law Courts should be proceeded with without further delay." He should not trouble the House at any length with this subject, for he hoped that the First Commissioner was substantially of the same opinion as himself, that he would accept the motion, and was prepared, on behalf of the Government, to say that they would place on the votes an estimate for proceeding with the works. If that were so it would be unnecessary for him to proceed with the motion. —Mr. Ayrton said he was anxious to see the building of the new courts of law proceeded with at the earliest possible period. It was the intention of the Government to lay on the table that evening an estimate for taking the preliminary steps and what could be done between this and the meeting of Parliament next year. Therefore it was not expedient to anticipate the discussion that would arise when that estimate was considered in committee. He hoped to proceed with the estimate on Monday.

The *Irish Land Bill.*—The Lords' re-amendments were agreed to.

The *Brokers (City of London) Bill* passed through committee.

Neutrality Law—Merchant Ships Bought from Belligerents.—Admiral Erskine asked the Attorney-General whether a French or Prussian merchant ship, now in a British port, if purchased *bona fide* by a British subject, and duly registered, would be exempt from liability to capture, as being indisputably British property.—The Attorney-General: I am not entitled to give an authoritative opinion on this question. Moreover, it is obvious that these queries on points of international law cannot decide the questions involved, and may lead to embarrassing discussions with foreign powers. According to my understanding of the decisions of the British courts, such a vessel would be held exempt from capture, and I believe that is also the American doctrine. But I am bound also to state that the French have maintained a different doctrine. The French have maintained that if the subject of a belligerent state possesses a vessel liable to capture he cannot get rid of it by sale; and if a Prussian ship is captured the tribunal to decide the question would be French. Transactions of this kind are always looked on with a certain amount of suspicion by Prize Courts, which are very careful to inquire whether the transactions are altogether *bona fide* or only colourable; and if they come to the conclusion that the transactions are colourable, notwithstanding the apparent sale, the original owner retaining some interest, or having made some bargain to have the vessel restored after the cessation of hostilities, if the sale was not out and out, it is liable to capture.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT of the COUNCIL submitted to the General Meeting of the Members on July 19, 1870.

(*Continued from page* 766.)

MORTGAGES BILL.

Very early in the session a bill was introduced into the House of Commons to facilitate the reinvesting of mortgaged estates in mortgagors. It was provided by the bill that a receipt endorsed on the mortgage deed for all moneys intended to be secured thereby, should be sufficient to vacate the same, and revest the estate in the person or persons for the time being entitled to the equity of redemption.

As might have been expected, a measure of such an imperfect character was very soon withdrawn. Very shortly afterwards, a second bill, of a similar character, was introduced, the object of it being, as stated in the preamble, to exonerate the owners of real property from the expense of getting a re-conveyance of a satisfied mortgaged estate.

By this bill it is provided that when any person competent to give a discharge for moneys due on any mortgage or other security shall, "by some writing," acknowledge or declare that the same has been paid or satisfied, then and from thenceforth the mortgaged hereditaments shall be held for the same estates, and in the same manner and right in all respects as the same would have been held had the mortgage never been made. Then with regard to copyholds, such "writing" is not to extinguish the estate of the satisfied mortgagee until endorsement of a memorandum of satisfaction on the court roll, and such memorandum shall be so endorsed by the steward, on production of such "writing" as aforesaid, the signature thereto being verified by affidavit, the lord and steward being entitled to the same fees as they would have been entitled to in case the mortgaged security had been transferred instead of extinguished.

The council have before expressed an opinion, when Parliamentary measures affecting the law of conveyancing have been under consideration, that legislation on isolated points is extremely mischievous, and they have often deprecated the practice of making important measures of conveyancing the subject of fragmentary legislation. It was, therefore, thought desirable once again to give expression to this view, and to point out, in addition, the objections they entertained to the mode in which it is proposed to carry into effect the objects contemplated by the preamble of the bill.

The council accordingly forwarded some observations to the Attorney and Solicitor-General, Mr. Jessel and Mr. Dodds, in which they directed attention to the following points, viz.—

The proposed "writing" must be founded on a previous investigation as to who is a "person competent to give a discharge," which is the main expense incurred in paying off a mortgage of long standing, and which expense, therefore, will not be saved if the bill passes.

In a simple case where there has not been any intermediate dealing with a mortgage, the deed reconveying the property is very short, and is usually endorsed on the mortgage; and in such cases there is no necessity for the proposed legislation, as the owner incurs but little expense beyond the stamp, which is equally chargeable on the writing proposed to be substituted for the reconveyance.

If a tenant for life pays off a mortgage charged on the *corpus* of a settled estate, and the mortgagee gives a receipt for the mortgage money, the mortgaged hereditaments would by the bill be excluded from the charge, as if the mortgage had never been made, to the detriment of the tenant for life, and those who claim under him.

The bill does not meet the case of a mortgage registered in any of the register counties in England, nor of mortgages in Ireland. A written acknowledgment or declaration could not have been the subject of a me-

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morial for registry, and it may be doubted whether a writing without registration would in those counties, or in Ireland, have the effect intended. The document, moreover, designated as "some writing," if it be a mere receipt, would be very liable to be lost or mislaid.

That part of the bill which is applicable only to lands of copyhold or customary tenure, contemplates the transfer of a mortgage. The bill does not, apparently, apply to transfers of mortgages generally, but is limited to re-conveyances or re-assignments, and to surrenders on payment or satisfaction of the mortgage debt.

In the case of copyholds, where the mortgage is effected by covenant to surrender only, no notice of it appears on the court rolls, and if the covenant has been fulfilled by a conditional surrender, all that is now necessary is an acknowledgment of satisfaction of such surrender on the court rolls, and the bill provides nothing more, except the additional affidavit verifying the acknowledgment and, with it, consequent additional expense; moreover, the fee to the steward is now only 6s. 8d. or 13s. 4d. for enrolling the acknowledgment of satisfaction. Under the bill he will be entitled to fees as if the mortgage were assigned. This would involve the admission of the surrenderee, and a surrender by him, and a second admission.

If the first clause of the bill be held to apply to transfers of mortgages (and it possibly may so be held, because the mortgagee transferring acknowleges the receipt of his mortgage money), the latter part of the clause, vesting the estate as if the mortgage had never been made, might operate to exclude the transferee; and the result might be to prevent, in future, the transfer of a mortgage, and involve the necessity of a further mortgagee whenever a transfer is required.

If the mortgage is to be dealt with as if it had never existed, very serious questions will necessarily arise as to the operation of this provision on the right of tacking, and as to the dealings with the equity of redemption during the existence of the mortgage; the rights and priorities of persons dealing with an equitable estate being materially different to those of persons dealing with a legal estate.

The bill was withdrawn on the 7th of July.

Married Women's Property Bill.

Mr. Russell Gurney, Mr. Headlam, and Mr. Jacob Bright, the members who introduced this bill into the House of Commons, were members of the select committee to whom a bill, having the same object, was referred by the House in 1868. That committee examined witnesses as to the present state of the law in England, and the corresponding law in the United States and Canada; the objections to the former, and the benefit derived from the changes effected by the latter.

It would seem, on perusal of the appendix to the report of the select committee, that the evidence was, in a great measure, confined to witnesses from America and Canada, and some other persons whose evidence was almost exclusively confined to their experience amongst the working classes in London, and in some of the manufacturing towns. In their report, the select committee advocated a change in the law of England with reference both to the property and earnings of married women. The bill was brought in and read a second time in the year 1869, and referred again to a select committee, and as amended in that committee is the one introduced into the House in the present session.

The bill consists of three parts:—1st. It creates separate property for married women, to be recognised, and dealt with, as such, by the courts of common law. 2nd. It empowers married women to incur legal obligations, either by way of contract or tort, and defines the consequences of their so doing. 3rd. It amends the existing law in certain minor miscellaneous points.

It will be seen, therefore, that the bill effects a most complete alteration in the whole law as regards the property of married women, and although it is a measure that is entitled to great respect and consideration, reflecting as it does the opinion of so many able and eminent men, members of the select committee above referred to, yet it is confessedly a measure intended not for women who are possessed of property by inheritance or otherwise, but for those who have to struggle day by day with the hardships of life; such for instance as those engaged in mills or factories, or in a small way of business, to whom the law, protecting their earnings against dissolute husbands and securing to them the control of the fruits of their own labour, must obviously be a great advantage.

The more closely, however, the council examined this measure, the more serious appeared to be the disturbance of the existing social relations and legal system of this country, and it seemed to them that the bill ought not to become law until public opinion is prepared for so vast an alteration in the status of married women. The council did not, however, think it fitting that they should, on behalf of the profession, oppose the bill; for it is more within the province of legislators than legal practitioners to criticise its principle. It appeared to them desirable that they should confine themselves to stating the legal objections to the measure, and to an expression of opinion in favour of protecting the earnings of married women who are deserted or ill-used by their husbands.

The council accordingly presented a petition to the House of Commons to that effect, which Mr. George Gregory was kind enough to present; and they subsequently communicated their views to several leading members of the House of Lords. *

Acknowledgment of Deeds by Married Women's Bill.

The object of the bill is, according to the preamble, to facilitate the execution and acknowledgment of deeds by married women.

It is proposed by the bill, in the first instance to repeal all the provisions in the 3 & 4 Will. IV. c. 74, and 17 & 18 Vict. c. 75, and 20 & 21 Vict. c. 57, with regard to the acknowledgments of deeds by married women before a judge, or a master in Chancery, or before two perpetual commissioners, or two special commissioners, and the making, returning, filing, and completing the certificate of acknowledgment. And the bill proceeds to enact, that in future every such deed required by the above acts to be acknowledged by a married woman, shall be valid and effectual if acknowledged by her before a judge, or before any perpetual commissioner or any commissioner to administer oaths in Chancery, or any special commissioner to be appointed under the proposed Act; and a provision is inserted for the issue of a special commission in any case where, by reason of the residence abroad, ill-health, or any other sufficient cause, any married woman shall be prevented from making an acknowledgment in the manner provided by the proposed Act.

Also, that no commissioner shall be appointed to take acknowledgments who is in any manner interested or concerned in the transaction, or who is concerned as attorney, solicitor, or agent, or as clerk to the attorney, solicitor, or agent so interested or concerned.

The married woman is to be examined apart from her husband, in accordance with the existing system, and the judge or commissioner is to sign a memorandum on the deed, in the form contained in the schedule, and such memorandum, when so signed, is to be conclusive evidence of the acknowledgment, and that all the provisions of the Act have been observed and complied with.

The fee to be taken by the commissioners is the same fee as that now allowed by law to each separate commissioner on taking acknowledgments of married women.

This bill is practically the same as the Execution of Deeds Bill introduced by Mr. Goldney in the year 1867, and on which, on the invitation of Mr. Goldney, the council expressed their opinion.

The council adhered to the opinion they have already expressed, the effect of which is as follows:—They concurred in the desirability of reducing the expenses of the present system, which undoubtedly bear hardly on parties transferring property of small value. They also thought that the filing of the certificate and affidavit, and taking an office copy of the certificate, might be safely abolished, and that the endorsement on the deed proposed by the bill would be sufficient for all purposes. They considered that the power to take acknowledgments should not be extended to the commissioners for taking affidavits in Chancery, but that such acknowledgments should continue to be taken by perpetual commissioners selected by the Lord Chief Justice of the Common Pleas as persons of standing and experience; that one perpetual commissioner, however, should suffice to take an acknowledgment instead of two, as is now the practice.

In communicating their views to Mr. Goldney, the council

* The bill has been referred to a select committee of the House of Lords.

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pointed out that they knew from experience that much care and knowledge on the part of perpetual commissioners are often required to ascertain and explain the full effect of deeds submitted for execution by married women, and that the fee payable to the commissioners ought not to be fixed at any lower sum than that authorised to be taken under the existing regulations. This latter suggestion has been adopted in the present bill.

The council also observed that there was no provision for compensating the registrar and clerks in the offices proposed to be abolished, and that no provision to this effect is inserted in the bill now before the House of Commons.

That portion of the present bill which points out the mode of examination of a married woman, omits, in the opinion of the council, to provide that the commissioner shall ascertain on the examination whether any provision is made for her in lieu of any interest she may have in the property dealt with, and that if so it should be certified that such a provision has actually been made.

Subject to these observations, the present bill, so far as it tends to reduce the technicalities and expense of the present system, seems to the council to be unobjectionable, and they made a communication to that effect to the members having charge of the bill, and to some other members likely to take an interest in the subject.*

Legal Education and Status of the Profession.

In their last report the council explained very fully the course they had taken with reference to a scheme for the establishment of a law university common to both branches of the profession, and they expressed their opinion that the subject is too large to be disposed of without the most anxious discussion, to which the council will always willingly be parties; but they considered that the opinion of the profession and the public is not at present sufficiently pronounced to justify them in attempting to procure legislation on the subject.

Since that time the following correspondence has taken place between the council and an association which has been formed, called the Legal Education Association :—

"Legal Education Association.
41, Bedford-row,
1st June, 1870.

Sir,—We are instructed by the Committee of the Legal Education Association to hand you copies of the circular in which is contained a statement of the objects of the association and a list of those who have already consented to become members of its council.

We are directed to ask the favour of your submitting the circular to the council of your society, and to express, on behalf of the association, the hope that they will approve of the objects which the association have in view, and will nominate some of their body as members of the council of the association.—We have the honour to be, Sir, your most obedient servants,

Arthur John Williams,
William A. Jevons,
Frank R. Parker,
Hon. Secretaries."

E. W. Williamson, Esq.

"Incorporated Law Society, U.K.
Chancery-lane, London, W.C.,
11th June, 1870.

Dear Sirs,—I am directed by the Council of the Incorporated Law Society to acknowledge the receipt of your letter of the 1st instant, enclosing a circular in which is contained a statement of the objects of the Legal Education Association, and a list of those who have already consented to become members of its council; also expressing a hope that the council of this society will approve of the objects which the association has in view, and will nominate some of their body as members of the council of the association.

The education of our branch of the profession is a measure of the greatest importance, and deserves the full consideration which the council of this society have always given to it. The improvements which have been made at the instance of this society during the last few years, by the establishment of the preliminary and intermediate examinations and law classes, afford evidence of the anxiety of the council on the subject.

The change proposed in your circular is so extensive, that the council consider they ought not, in their corporate character, and as representing so large a proportion of the practising attorneys and solicitors, to express their approval of the object of the association, without ascertaining, as far as practicable, the views and opinions of the profession. When the details of the proposed scheme are laid before the council, they will give them their best consideration.

The council consider that it would be premature for them now to nominate any of their body as members of the council of the association.—I am, dear Sirs, yours faithfully,

E. W. Williamson, Secretary.

Arthur Jno. Williams, Esq.,
William A. Jevons, Esq.,
Frank R. Parker, Esq.,
Hon. Secretaries,
Legal Education Association,
41, Bedford-row."

Commissions to Administer Oaths in Chancery.

At the annual general meeting of the society, held on the 10th of July, 1868, the members were informed that the council had supported the Committee of Management of the Metropolitan and Provincial Law Association in a memorial to Lord Chancellor Cairns, praying that his Lordship would be pleased to grant commissions to administer oaths in Chancery, upon the application of all solicitors of ten years' standing, who could produce the requisite certificates of respectability, although they resided or carried on their business within one mile of Lincoln's-inn Hall.

At the same meeting, a letter was read from the secretary to the Lord Chancellor to the secretary of the Metropolitan and Provincial Law Association, stating that the view which the Lord Chancellor took of the measure was, that when it could be done it was very desirable that all affidavits and declarations should be made at some public office, and that the appointment of commissioners was to be regarded in the light of an indulgence to those suitors and others who, from the circumstance of their residence or otherwise, are unable to obtain reasonable and easy access to such public offices. That, as the Record and Writ Clerk's Office is close to Lincoln's-inn Hall, and is open for some part of the day during the whole year, no necessity exists for the relaxation of what his Lordship considered to be the better practice, by the appointment of commissioners in the immediate neighbourhood; and that, entertaining this opinion, the Lord Chancellor declined to enter further into the question.

In May last, the council received a letter from the secretary to the present Lord Chancellor asking whether, in the opinion of the council, the rule which limits the granting of applications to such solicitors as reside within the prescribed distance of Lincoln's-inn might not properly be rescinded, and also whether the procedure for obtaining commissions to administer oaths in the country might not be assimilated to the more simple procedure with regard to applications in London; and whether, in fact, the appointment of a commissioner might not be properly given to any solicitor whose respectability is established, without reference to distance from Lincoln's-inn or the number of other commissioners in the immediate neighbourhood of his office. The Lord Chancellor's secretary also observed that should the appointments be thus generally made, and the procedure as to country commissions thus simplified, it had been suggested that in lieu of the present stamp of £1 a stamp of £5 should be impressed upon every appointment to be so made.

The council, in answer to this inquiry, addressed a letter to the Lord Chancellor's secretary expressing their entire concurrence in the suggestions made with reference to granting commissions to all solicitors of known respectability who had been ten years in practice, without reference to the rule above referred to, and stating that the council failed to perceive any reason why the procedure with reference to commissions granted to country solicitors might not be assimilated to the more simple procedure adopted with regard to commissions granted in London. The council also referred to the correspondence with Lord Cairns on the subject in the year 1868, and observed, with regard to the suggested increase of the stamp, that such increase was inexpedient and unnecessary, as appointments to administer oaths are not granted for the personal benefit of the solicitors to whom they may be given, but for the convenience of the suitors and the profession generally.

(To be continued).

* The bill was withdrawn on the 7th July.

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OBITUARY.

MR. S. HATCHARD.

Mr. Samuel Hatchard, barrister-at-law, died suddenly in London on the 25th of July. He was the third son of the late Rev. John Hatchard, M.A., Vicar of St. Andrew's, Plymouth. His three surviving brothers are the Rev. J. Alton Hatchard, of St. Leonard's-on-Sea, Dr. Thomas Hatchard, and Commander Josiah Hatchard, R.N., now in command of H.M.S. *Cameleon*. Mr. S. Hatchard was called to the bar at Lincoln's-inn in April, 1853, and practised at the chancery bar as a draughtsman and conveyancer.

MR. F. H. NEWELL.

Mr. Frederick Hasell Newell, solicitor, of North-hill, Colchester, died on Sunday evening, July 10, at the age of eighty-two, having been admitted in the year 1815. We take the following from the *Essex Standard* :—"Remarkable as he was for high-minded conscientiousness in the discharge of his varied professional duties, and for his moderation and wisdom as a counsellor and adviser, he will be still better remembered for the constancy and earnestness with which he aided every religious and benevolent movement in this town and neighbourhood for upwards of half a century. For 25 years he was the active Secretary of the Colchester and East Essex Church Missionary Association; and other kindred societies, *e.g.*, the Bible Society, the Society for Promoting Christianity Amongst the Jews, the Religious Tract Society, Church Pastoral-Aid Society, &c., &c., ever reckoned on his devotion, and never reckoned in vain. He was a member of the Hospital Committee from its formation: indeed that excellent institution will lose in him a most steady and faithful friend—for during many years, and until his last illness, he employed every Sunday afternoon in reading to and conversing with the patients. . . . By his decease the Original Winstree Association for the Prosecution of Felons will lose a faithful solicitor and treasurer, Mr. Newell having being associated with the society in that capacity for upwards of fifty years. . . . Mr. Newell was of an ancient family originally seated in Yorkshire, but for many generations resident in the Low Countries. He was the youngest son of Dr. Robert Newell, of Colchester, a man of great celebrity in his profession, and associated with Dr. Jenner in his researches and discoveries. At the weekly meeting of the committee of the Essex and Colchester Hospital on Thursday the following resolution was passed, and ordered to be entered on the minutes :—'The weekly committee have heard with the deepest regret of the death, since their last meeting, of one of their oldest members, indeed, one of the founders of the hospital, that of Mr. F. H. Newell, who for the long period of fifty years has uninterruptedly attended to the affairs of the institution, taking a lively interest in the conduct of the business, in the welfare of the officers of the establishment, and in the comfort of the patients, not only visiting them frequently during the week, but also for many years regularly on the Sabbath. The loss of this gentleman will be greatly felt, and it is the wish of the board that their sympathy and condolence on the melancholy occurrence be suitably presented to Mrs. Newell.'"

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

The following gentlemen have been re-appointed Lecturers and Readers for the year ensuing :—

H. W. Elphinstone, Esq., on Conveyancing and the Law of Real Property.

F. Kelly, Esq., on Equity.

H. M. Bompas, Esq., on Common Law and Mercantile Law.

COURT PAPERS.

COMMON LAW PROCEDURE ACTS.

Extension to "The Court of Pentice" and "The Court of Portmote," Chester.

1870. July 6. Whereas by the Common Law Procedure Act, 1852, the Common Law Procedure Act, 1854, and the Common Law Procedure Act, 1860, it is enacted, that it shall be lawful for her Majesty from time to time, by an Order in Council, to direct that all or any part of the provisions of the said Acts respectively shall apply to all or any courts or court of record in England and Wales, and that within one month after such order shall have been made and published in the *London Gazette*, such provisions shall extend and apply in manner directed by such order, and by the Acts secondly and thirdly mentioned it is further provided that in and by such order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said three Acts respectively, shall and may be exercised with respect to such court or courts, and may make any order or regulations which may be deemed requisite for carrying into operation in such court or courts the provisions so applied; and whereas it has seemed fit to her Majesty, by and with the advice of her Privy Council, that the provisions hereinafter mentioned of the said Acts should be extended and applied to the courts of record of the city and borough of Chester, called "The Court of Pentice" and "The Court of Portmote":

Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order and direct, and it is hereby ordered and directed, that within one month after this order shall have been published in the *London Gazette*, the provisions of the Common Law Procedure Act, 1852, contained in the sections of the said Act numbered respectively 2 to 8 (both inclusive), 11, 13, 15, 16, 17, 20, 25 to 40 (both inclusive), 41, except so much thereof as relates to causes of action in different counties, 42 to 81 (both inclusive), 83 to 96 (both inclusive), 117, 118, 119, 123, 126, 128, 129, 130, 131, so far as (and inclusive) of the words "or to the like effect," in that section, 133 to 138 (both inclusive), 139, except the words "two terms," which shall be read as if they were "three months," 140, 141, 142, 143, except so much thereof as relates to a motion in arrest of judgment, pursuant to 1 Will. 4, c. 7, 144, 145, 168 to 177 (both inclusive), 178, except so much thereof as relates to the sheriff being directed to summon a jury, 179, 180, 181, 183, 187 to 201 (both inclusive), 203 to 207 (both inclusive), 209 to 214 (both inclusive), and 218 to 222 (both inclusive); and also that the provisions of the Common Law Procedure Act, 1854, contained in the sections of the said Act numbered respectively 18 to 31 (both inclusive), 83 to 86 (both inclusive), and 96; and also that the provisions of the Common Law Procedure Act, 1860, contained in the sections of the said Act numbered respectively 19, 20, and 21, shall apply and be extended to the said courts of record called the "Court of Pentice" and the "Court of Portmote." And her Majesty is further pleased, by and with the advice aforesaid, to order and direct that all the powers and duties incident to the above-mentioned provisions, hereby applied and extended to the said Courts of Pentice and Portmote, and exercisable under any of the said provisions by the Court or a judge, shall and may, with respect to matters in the said Courts of Pentice and Portmote, be exercised by the recorder for the time being of the said city and borough of Chester, or by his duly appointed deputy; and that the powers and duties incident to the above-mentioned provisions, and exercisable under any of the said provisions by a master, shall and may, with respect to matters in the said Courts of Pentice and Portmote, be exercised by the registrar for the time being of the said courts, or by his duly appointed deputy.

COURT OF PROBATE.

Debtors Act, 1869.

Rules for regulating the Practice under and carrying into effect the First Part of the said Act.

In pursuance of the Debtors Act, 1869, it is ordered, that on and after the day mentioned at the foot of these rules, the following rules shall be in force for regulating the practice under and carrying into effect the first part of the said Debtors Act, 1869.

1. All applications to commit to prison under sect. 5 shall in the first instance be made by summons before the judge, which shall specify the date and other particulars of the order for non-payment of which the application is made, together with the amount due, and be indorsed with the name and place of abode or office of business of the proctor or attorney actually suing out the summons, and in case such attorney shall not be an attorney of this court, then also with the name and place of abode or office of business of

the attorney in whose name such summons shall be taken out, and when the attorney actually suing out such summons shall sue out the same as agent for an attorney in the country, the name and place of such attorney in the country shall also be indorsed upon the said summons, and in case no attorney shall be employed to issue the summons then it shall be indorsed with a memorandum expressing that the same has been sued out by the plaintiff or defendant in person, as the case may be, mentioning the city, town, or parish, and also the name of the hamlet, street, and number of the house of such plaintiff's or defendant's residence, if any such there be.

2. The service of the summons, wherever it may be practicable, shall be personal; but if it appear to the judge that reasonable efforts have been made to effect personal service, and either that the summons has come to the knowledge of the debtor, or that he wilfully evades service, an order may be made as if personal service had been effected upon such terms as to the judge may seem fit.

3. Proof of the means of the debtor shall, whenever practicable, be given by affidavit; but if it appear to the judge, either before or at the hearing, that a *viva voce* examination, either of the debtor or of any other person, or the production of any document, is necessary or expedient, an order may be made commanding the attendance of any such person before the judge at a time and place to be therein mentioned for the purpose of being examined on oath touching the matter in question (or and) for the production of any such document, subject to such terms and conditions as to the judge may seem fit. The disobedience to any such order shall be deemed a contempt of court and punishable accordingly.

4. The order of committal (which may be in the form A in the schedule or to the like effect) shall, before delivery to the sheriff, be indorsed with the particulars required by rule 1 of these rules. Concurrent orders may be issued for execution in different counties. The sheriff shall be entitled to the same fees in respect thereof as are now payable upon a *ca. sa.*

5. Upon payment of the sum or sums mentioned in the order (including the sheriff's fees, in like manner as upon a *ca. sa.*) the debtor shall be entitled to a certificate in the form B in the schedule, or to the like effect, signed by the proctor or attorney in the cause of the plaintiff or defendant, as the case may be, or signed by the plaintiff or defendant, as the case may be, and attested by an attorney or justice of the peace.

6. The sheriff or other officer named in an order of committal shall, within two days after the arrest, indorse upon the order the true date of such arrest.

SCHEDULE.

A.

Upon hearing, &c. [*Christian and surname of the debtor and party claiming*] I do order, That the said *A. B.* be, for default of payment of the debt hereinafter mentioned, committed to prison for the term of —— weeks from the date of his arrest, including the day of such date, or until he shall pay £——, being the amount of [*here state the particulars of the debt or liability*], and which the said *A.B.* was on the —— day of —— ordered by the Court of Probate to pay to the said —— [*or*, into the registry of the said court], together with £—— for costs of this order, and sheriff's fees for the execution thereof, and I order that the sheriff of —— do take the said *A.B.* for the purpose aforesaid, if he shall be found within his bailiwick.

Dated, &c.

B.

I certify that *A.B.*, now in the gaol of ——, upon an order of the judge of Her Majesty's Court of Probate, at the suit of *C.D.*, for non-payment of a debt of ——, has satisfied the said debt, together with the costs mentioned in the said order.

Dated, &c.

E.F., of, &c.
Proctor *or* Attorney for the said *C.D.*,
or
C.D., of, &c.

Witness to the signature of *C.D.*,
G.H., his Attorney,
or
I.K., Justice of the Peace for ——.

(Signed) PENZANCE.

Approved,
(Signed) HATHERLEY, C.
A. E. COCKBURN, C.J.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 29, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 89⅜	Annuities, April, '85
Ditto for Account, Aug. 89⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 89⅝	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 89⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 201	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 109½
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '6[illegible] —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	32
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115
Stock	Do., A Stock*	100	122
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	62
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	35
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	123
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	41 x d
Stock	Metropolitan	100	66
Stock	Midland	100	122
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	34
Stock	North London	100	117
Stock	North Staffordshire	100	59
Stock	South Devon	100	44
Stock	South-Eastern	100	67
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

With the exception of the advance in the Bank discount rate, which has now mounted to five per cent., the week has been very much like the preceding one. The amount of distrust with which the various markets have been regarded has varied from day to day, and prices rule much as last week. They will go up as soon as the end of the war arrives, and they may in the meantime fall lower than they now are. The last rise in the Bank rate may be regarded more as a precaution than as a measure prompted by any shortness in the supply of money.

THE WAR.

The following have been issued by France and Prussia respectively:—

FRANCE.

His Majesty the Emperor of the French has felt himself obliged, in order to defend the honour and interests of France, as well as to protect the balance of power in Europe, to declare war against Prussia and against the Allied States which afford her the co-operation of their arms against us.

His Majesty has given orders that, in the prosecution of this war, the commanders of his forces, by land and sea, shall scrupulously observe towards such powers as shall remain neutral the rules of international law, and shall especially conform to the principles laid down in the Declaration of the Congress of Paris of the 16th of April, 1856, which are as follows:—

1. Privateering is and remains abolished.

2. A neutral flag covers enemy's merchandise, with the exception of contraband of war.

3. Merchandise of neutrals, except contraband of war, sailing under an enemy's flag is not seizable.

4. Blockades, in order to be binding, must be effectual; that is, they must be maintained by a force really sufficient to prevent the enemy from obtaining access to the coast.

Although Spain and the United States did not adhere to the treaty of 1856, his Majesty's ships will not seize enemy's property sailing on board an American or Spanish vessel, unless such property is contraband of war.

Moreover, his Majesty does not intend to vindicate his right of confiscating the property of American or Spanish subjects which may be found on board an enemy's vessel.

The Emperor is confident that, in just reciprocity, her Majesty's Government will have the goodness to prescribe measures for the exact observance on their part by the British authorities and subjects of the duties of strict neutrality during this war.

PRUSSIA.

Decree respecting the capture and seizure as prize of war of French merchant vessels. July 18, 1870.

French merchant vessels shall not be subject to be captured or seized as prizes of war by vessels of the Royal Navy of the Confederation. This rule does not, of course, apply to those vessels which would be subject to capture or seizure if they were neutral vessels.

*** As to the case of vessels purchased by neutrals of subjects of the belligerents, see Parliament, House of Commons, July 28.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GODSON—On July 25, at Erdington, Warwickshire, the wife of A. F. Godson, Esq., barrister-at-law, of a daughter.

JONES—On July 20, at Rhayader, Radnorshire, the wife of Mr. Clement Jones, solicitor, of a daughter.

MARTIN—On July 22, at The Elms, Frindsbury, near Rochester, the wife of Charles Martin, solicitor, Strood, Kent, of a son.

MONCKTON—On July 26, at East Moulsey, Surrey, the wife of Edward P. Monckton, Esq., barrister-at-law, of a son.

MARRIAGES.

GOUGH—MOXON—On July 26, at the parish church of St. Marylebone, John Hill Gough, of the Middle Temple, Esq., to Anne Penrose, eldest daughter of the late John Moxon, Esq., of 8, Hanover-terrace, Regent's-park.

MANNING—ATHORPE—On May 26, at St. Mark's Church, Sydney, N.S.W., Charles J. Manning, barrister-at-law, of C.C.C., Oxon, to Clara Isabella, daughter of J. C. Athorpe, Esq., Dinnington-hall, Yorkshire.

PAYNE—WHITWORTH—On July 21, at Willen, Bucks, Robert Payne, solicitor, of Frome, Somerset, to Alice Mary, only daughter of William Whitworth, Esq.

WALTER—WATSON—On July 21, at St. George's, Bloomsbury, George Walter, jun., of Havelock-house, Twickenham, to Lizzie, eldest daughter of Ralf Watson, Esq., solicitor.

DEATHS.

ASPLAND—On July 27, at his residence, Glamorgan-house, Durdham Down, near Bristol, Algernon Sydney Aspland, barrister-at-law, of the Middle Temple, in his 61st year.

HODGKINSON—On July 25, at Kirkby-in-Ashfield, Notts, George Hodgkinson, solicitor, late of Wirksworth, Derbyshire, aged 60.

TILLEARD—On July 25, John Tilleard, Esq., of 34, Old Jewry, and Upper Tooting, Surrey, aged 76.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, July 22, 1870.

UNLIMITED IN CHANCERY.

Albert Average Association for British, Foreign, and Colonial Built Ships.—The Master of the Rolls has, by an order dated May 6, appointed Thomas Kennedy, of 11, Old Jewry-chambers, to be official liquidator. Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov. 2, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Arthur Average Association for British, Foreign, and Colonial Built Ships.—The Master of the Rolls has, by an order dated May 6, appointed Thomas Kennedy, of 11, Old Jewry-chambers, to be official liquidator. Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov. 2, at 11, is appointed for hearing and adjudicating upon the debts and claims.

North Wheal Exmouth Mining Company.—The Master of the Rolls will, on Wednesday, Aug 3, at 1 30, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories of the company; and proposes that such call shall be for four shillings and sixpence per share.

TUESDAY, July 26, 1870.

UNLIMITED IN CHANCERY.

Briton Ferry Gas and Coke Company.—Petition for winding up, presented July 22, directed to be heard before Vice-Chancellor Malins on the next petition-day. Norris & Co, Bedford-row, for Tennant, Aberavon, solicitor for the petitioner.

Central Cornwall Railway Company.—Vice-Chancellor Malins has, by an order dated July 15, ordered that the above company be wound up; and that Mr. Robert Fletcher, of 2, Moorgate-street, should be appointed official liquidator. Bell & Stewards, of 49, Lincoln's-inn-fields, for Gurney & Co, Launceston, solicitors for the petitioner.

Liverpool and District Permanent Benefit Building Society.—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Anthony Wigham Chalmers, of Liverpool. Tuesday, Sept 13, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Saltash and Callington Railway Company.—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Edward Nicolls, of Callington, Cornwall. Thursday, Nov. 3, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Caterham Gas Company (Limited).—The Master of the Rolls has, by an order dated July 15, appointed William Henry Davis, of 17, St. Swithin's-lane, to be official liquidator. Creditors are required, on or before Sept 22, to send their names and addresses, and the particulars of their debts or claims to the above. Wednesday, Nov. 2, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Leeswood Main Coal Cannel and Oil Company (Limited).—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to James Wakefield, of Chester. Saturday, Nov. 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Mont Cenis Railway Company (Limited).—Petition for winding up, presented July 14, ordered to stand over for hearing till Wednesday, Aug. 3. Harrison & Co, Bedford-row, solicitors for the petitioner.

Trowbridge Water Company (Limited).—Vice-Chancellor Malins has, by an order dated July 15, ordered that the winding up of the above company be continued. Russell & Co, Old Jewry-chambers, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 22, 1870.

Bracher, John, Cannon-st, Iron Safe Manufacturer. Oct 22. Bracher v Reed, V.C. Malins. Wontner, Cloak-lane.

Bradley, Arthur, Oldbury, Worcester, Miner. Sept 1. Farr v Bradley V.C. Stuart. Wright, Oldbury.

Duff, Adam, Henley-on-Thames, Oxford, Esq. Aug 16. Barnes v Duff, M.R. Ellis & Ellis, Spring-gardens.

Goldfinch, Geo, Plymouth, Devon, Captain, R.N. Oct 1. Burridge v Burridge, V.C. Stuart. Fraser, Furnival's-inn.

Hopkinson, Job, Retford, Nottingham, Cattle Dealer. Aug 20. Bishop v Frogson, V.C. Malins. Burnaby, East Retford.

Levett, Philip Stimpson, Albert-road, Regent's park, Esq. Sept 1. Hale v Walton, M.R. Waltons & Co, Gt Winchester-street.

TUESDAY, July 26, 1870.

Fisher, John Tallents, Lillington, Warwick, Esq. Oct 1. Pratt v Harvey, V.C. Stuart. Petgrave & Hodgkinson, Furnival's-inn.

Godbold, Robert, Farsham, Norfolk, Brewer. Oct 10. Garneys v Godbold, V.C. Stuart. Harteup, Bungay.

Liardet, Francis Filmer, Southampton, Hants, Esq. Oct 10. Liardet v Morley, V.C. Stuart. Taylor & Son, Field-ct, Gray's-inn.

Perry, Louisa, Avenue-road, Regent's-park. Aug 6. Perry v Wallington, V.C. Stuart. Baker & Co, Crosby-square, Bishopsgate street.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 22, 1870.

Auty, Ben, Dewsbury, York, Stonemason. Aug 5. Scholes & Brerey Dewsbury.

Burgess, John Leland, Macclesfield, Chester, Bookseller. Aug 31. Hand Macclesfield.

Cowland, Geo, Piccadilly. Aug 29. Hodgson, Salisbury-st, Strand.

Edmonds, Richard, New Cross, Surrey, Esq. Sept 3. Marchant, Deptford.

Ellis, John, Swaffham, Cambridge, Farmer. Sept 20. Francis & Co, Cambridge.

Hobbs, Jas Smith, Lane End, Buckingham, Iron Founder. Sept 14. Reynolds, High Wycombe.

Instone, Thos, Burton, Salop, Farmer. Aug 16. Potts & Son, Broseley.

Jewell, Chas, sen, St Mary Cray, Kent, Innkeeper. Aug 8. Russell & Co, Old Jewry-chambers.

Kitto, Rev Jas Wm, Dresden, Saxony. Aug 22. Barfield, Plowden-bldgs, Temple.

Lupton, Wm, Scarborough, York, Esq. Sept 16. Booth & Co, Leeds.

Mintorn, John, Clifton, Bristol, Gent. Oct 1. Stricklands & Robinson, Bristol.

Parkins, Rebecca, College-pl, Camden-town. Sept 10. Davis, College-pl, Camden-town.

Pellew, Hon Fras, Newbury, Berks, Widow. Aug 20. Brooks & Co, Godliman st, Doctors'-commons.

Rose, Rev Fras, Uffington, Berks, D.D. Nov 1. Ormond, Wantage.

Scholey, Wm Stephenson, Reading, Berks, Esq. Oct 1. Freshfields, Bank-bldgs.

Tamlyn, John, Barnstaple, Barrister-at-Law. Aug 1. Chanter & Ffinch, Barnstaple.

Taylor, Christopher, Freetown, Sierra Leone, Esq. Dec 31. Tppetts & Son, Gt St Thomas Apostle, Queen-st.

Wadley, Martha, Whitminster, Gloucester. Widow. Aug 31. Wiltons & Riddiford, Gloucester.

Wiseman, Sophia, Bridge-rd, Hammersmith. Sept 13. Rutherford & Son, Gracechurch-st.

TUESDAY, July 26, 1870.

Asterley, Samuel, Shrewsbury, Salop, Grocer. Aug 30. Price, Shrewsbury.

Brain e, Jas Williams, Chambord Fontac, Jersey, Surgeon. Sept 1. Gadsden & Treherne, Bedford-row.

Collett, Samuel, Exhall, Warwick, Yeoman. Sept 1. Jones & Son, Alcester.

Dickens, Chas, Gads Hill-pl, Kent, Esq. Sept 9. Farrer & Co, Lincoln's-inn-fields.

Faulkner, Edward, Newcastle-upon-Tyne, Master Mariner. Aug 23. Kidd & Co, Newcastle-upon-Tyne.

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Hall, Robert, Upper Cam, Gloucester, Gent. Aug 18. Mullings & Co, Cirencester.
Hare, Eliza, Ashmore Villa, Penge. Sept 1. Gadsden & Treherne, Bedford-row.
Hare, Wm, Ashmore Villa, Penge, Gent. Sept 1. Gadsden & Treherne, Bedford-row.
Hill, Edward Hy, Worcester, Boat Builder. Sept 1. Corbett, Worcester.
Hudson, Wm, Nottingham, Gent. Sept 15. Cowley, Nottingham.
Jackson, Harriet Martha, Bath, Widow. Aug 31. Routh & Stacey, Southampton-st, Bloomsbury.
Lindley, Joseph, sen, Handsworth, York, Shoe Maker. Sept 1. Johnson & Weatherall, for Burdekin & Co.
Loe, Thos Brown, Gray's-inn, Gent. Sept 1. Ravenscroft & Hills, Gt James-st.
Marriott, Richard, Abbot's Hall, Essex, Esq. Sept 1. Harris & Morton, Halstead.
Parsons, Edward, High-st, Wandsworth, Builder. Aug 26. Robinson, Jermyn-st.
Partington, Wm, Abbot's Lench, Worcester, Farmer. Aug 31. Jones & Son, Alcester.
Rabone, John, Acocks-green, Worcester, Farmer. Sept 1. Allcock & Milward, Birm.
Ridgway, Richard Bowling Hunter, Bow, Blackawton, Devon, Esq. Sept 12. Dawes & Son, Angel-ct, Throgmorton-st.
Rimmer, Thos, Alcester, Warwick, Needle Manufacturer. Aug 31, Jones & Son, Alcester.
Whiteacre, John, Woodhouse, York, Esq. Nov 15. Grane & Son, Bedford-row.
White, Wm, Alcester, Warwick, Gent. Sept 1. Jones & Son, Alcester.
Wright, Esther, Louth, Lincoln, Widow. Sept 1. Bell, Louth.

Bankrupts.

FRIDAY, July 22, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chillingworth, Joseph, Church-st, Stoke Newington, Wine Merchant. Pet July 19. Pepys. Aug 10 at 1.30.
Gillespie, John, Gt St Helen's, Merchant. Pet July 6. Hazlitt. Aug 3 at 11.
Hand, Hy Augustus, New-st, Cloth-fair, Box Maker. Pet July 21. Pepys. Aug 8 at 12.
Vavasseur, Geo, Inverness-ter, Grove-rd, Hammersmith, Iron Church Builder. Pet July 19. Pepys. Aug 3 at 2.
Williams, Eliz, Orchard-st, Portman-sq, Milliner. Pet July 18. Spring-Rice. Aug 3 at 12.30.

To Surrender in the Country.

Allen, Wm, Birm, Builder. Pet July 18. Chauntler. Birm, Aug 3 at 11.
Andrew, Geo, & Abel Andrew, Manch, Bakers. Pet July 18. Kay. Manch, Aug 4 at 9.30.
Arnold, Jas, Yetminster, Dorset, Boot Maker. Pet July 15. Batten. Yeovil, Aug 5 at 12.
Brougham, Wilfred, Folkestone, Kent. Pet July 19. Callaway. Canterbury, Aug 15 at 1.
Carter, Wm, Ipswich, Suffolk, Glover. Pet July 20. Grimsey. Ipswich, Aug 6 at 11.
Clement, Richd, Stamford, Lincoln, Innkeeper. Pet July 16. Gaches. Peterborough, Aug 6 at 12.
Farrington, Lawrence, Iram Moss, Manch, Farmer. Pet July 20. Hulton. Salford, Aug 8 at 11.
Harvey, Sir Robt John Harvey, Bart, Roger Allday Kerrison, & Roger Kerrison, Norwich. Pet July 22. Palmer. Norwich, Aug 3 at 11.
Hitt, Hy, Plymouth, Devon, Baker. Pet July 20. Pearce. East Stonehouse, Aug 3 at 11.
Matthews, Hy Melvin, East Fareham, Hants, Lieut H.M.'s 2nd Foot. Pet July 19. Howard. Portsmouth, Aug 3 at 12.
Maxwell, Danl, Pontypool, Monmouth, Draper. Pet July 18. Roberts. Newport, Aug 9 at 1.
Parratt, John, jun, Lpool, Comm Merchant. Pet July 20. Hime. Lpool, Aug 3 at 2.
Patterson, John McMillan, Fisherton Anger, Wilts, Draper. Pet July 19 Wilson. Salisbury, Aug 11 at 12.
Richards, Fredk, Wilmslow, Cheshire, Civil Engineer. Pet July 13. Kay. Manch, Aug 4 at 9.30.
Wilson, Wm Skea, Lpool, Tailor. Pet July 19. Hime. Lpool, Aug 2 at 2.

TUESDAY, July 26, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beckley, Geo, Oxford-st, Saddler. Pet July 21. Spring-Rice. Aug 10. at 2.
Chaborne, Alphonso, Camden-st, Camden Town, Gent. Pet June 8. Spring-Rice. Aug 8 at 12.30.
Laws, Jas, Woodstock-rd, Stroud Green-lane, Builder. Pet July 21. Pepys. Aug 8 at 1.30.
Newton, Augustus, Canterbury-rd, Kilburn, Licensed Victualler. Pet July 22. Spring-Rice. Aug 8 at 2.

To Surrender in the Country.

Cooper, Jas, Tring, Hertford, Boot Manufacturer. Pet July 20. Watson. Aylesbury, Aug 8 at 11.
Cresswell, Caleb, Birm, Tin Plate Worker. Pet July 22. Chauntler. Birm, Aug 8 at 11.
Essery, Robt, Northampton, Tailor. Pet July 23. Dennis. Northampton, Aug 12 at 10.
Henderson, Geo Hy, & Joseph Reed, Southampton, Jewellers. Pet July 21. Thorndike. Southampton, Aug 6 at 12.
Hirst, Joseph, & Edwd Hirst, Halifax, York, Wood Turners. Pet July 22. Dyson. Halifax, Aug 5 at 10.
Jenkins, John, Bridgend, Glamorgan, Grocer. Pet July 21. Langley. Cardiff, Aug 12 at 11.
Lawrence, Thos, Ulverston, Lancashire, Ironmonger. Pet July 23. Postlethwaite. Ulverston, Aug 11 at 10.
Leach, Wm, & John Tough, Newcastle-upon-Tyne, Boot Makers. Pet July 22. Mortimer. Newcastle, Aug 9 at 12.
Lion, Hy Solomon, Lpool, Boot Dealer. Pet July 21. Hime. Lpool, Aug 5 at 2.
Maltby, Wm Alfd, Sutterton, Lincoln, Innkeeper. Pet July 20. Staniland. Boston, Aug 9 at 1.
Rothery, Handel, & Geo Fredk Rothery, Halifax, York, Worsted Spinners. Pet July 21. Dyson. Halifax, Aug 5 at 10.
Whitwam, Sarah, Leeds, Licensed Victualler. Pet July 22. Marshall. Leeds, Aug 9 at 11.
Trevaskis, Saml, Redruth, Cornwall, Travelling Draper. Pet July 21. Chilcott. Truro. Aug 6 at 12.
Tidbury, Chas Hollingsworth, Seend, Wilts, Innkeeper. Pet July 21. Smith. Bath, Aug 11 at 1.

BANKRUPTCIES ANNULLED.

TUESDAY, July 26, 1870.

Lawton, Chas, Ashton-under-Lyne, Lancashire, China Dealer. July 21.

GRESHAM LIFE ASSURANCE SOCIETY,
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PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, AUGUST 6, 1870.

MR. MERRIMAN'S PROPOSED BILL for the admission of solicitors to certain offices at present confined to the bar seems likely to be productive of a good deal of controversy. Our own opinion on the question pretty nearly coincides with that of Mr. John Daw, whose very sensible letter on this subject will be found in another column. We can see no reason whatever for the exclusion of anyone, solicitor or barrister, from any office which he is qualified to hold, and we would gladly welcome a provision opening any office in the profession, judicial or otherwise, to such solicitors as may be qualified to fill them; and there must be many such, at any rate so far as regards the minor offices, up to and including that of county court judge. On the qualifications of solicitors for the superior judgeships we desire to express no opinion; we think it likely that few men qualified for such a position should have continued to practice as solicitors instead of "emigrating" to the bar; but if any such there be, we see no reason for their exclusion merely because they *are* solicitors.

On the other hand, we cannot accede to the proposal to confine the qualification to such solicitors as have chosen to become members of the Incorporated Law Society—a test at most of readiness to spend a small sum of money in return for the advantages of a convenient club. Looking at the circumstances under which Mr. Merriman brought forward his proposal, we can not but look upon this provision as—we use the term in no invidious sense—somewhat of the nature of clap-trap. Some time ago it might indeed have been argued that this membership was at least a guarantee of professional honour, because the council of that society exercised, or got the credit of exercising, the most stringent supervision over the conduct of its members; but unless we have been misinformed, and that from the most authentic sources, the council have lately refused to take this course, and have said that it was no part of their business to interfere with their members so long as they did nothing of which the courts could take cognizance; and if this be so, the condition of membership reduces itself to a mere money payment and ought not, therefore, to enter into the proposed qualification.

Still less can we concur in the proposal to disqualify the bar for any offices which they at present hold, and we should hope that any so illiberal and narrow-minded proposition of persevered in, would ensure the failure of the whole scheme. On the contrary, our idea is one of entire reciprocity; we would open all offices, not only those now confined to the bar but also those now exclusively in the hands of solicitors, to the whole profession indiscriminately, only hoping that the best man would be appointed; so that, while we would gladly see a properly qualified solicitor appointed a county court judge, or to any higher office, we would equally desire to see the best qualified candidate, though he should happen to be a barrister, appointed to a vacant chief clerkship, or a taxing master, or registrar in chancery. It is most unlikely that the fittest candidate for any of these offices could ever be a barrister, but if he were, we should be glad to see his technical disqualification removed or disregarded. In one word, our desire is to see the fittest man appointed to every vacancy without regard to his previous professional status, except in so far as that may furnish some sort of test of fitness for the post, and we look upon all statutory disqualifications, existing or proposed, with disfavour.

IT SCARCELY LIES IN THE MOUTH of Prussia to complain of the export of coal from this kingdom to France during the present war, considering that during our own Crimean war Prussia carried on a large trade in the export of "munitions of war" for Russia. It has never been the custom for neutral Governments to interfere with the details of their subjects' trade. The utmost that is done is to pass a foreign enlistment bill and to admonish subjects not to trade to the belligerents in general matters material to the struggle, and to warn them that if they do it will be at their own risk. America, for instance—mentioned this week in the House of Commons as a country which carried out the principle of neutrality to its proper limits—has not done more than pass an Act similar to that which our own Legislature has just completed (though our own Act goes a trifle further in detail), forbidding the furnishing of men and of ships in certain capacities. And the reader will understand our recent remarks as to insurances as restricted to those cases in which the traffic is actually prohibited by our own municipal law; as, for instance, by the new Foreign Enlistment Act. It was indeed once considered to be law in this country, that the sovereign's proclamation admonishing his subjects not to do certain things as between two belligerents had the force of law. Consequently, it was held in innumerable cases that under such circumstances, blockade-running, &c., were absolutely illegal; which illegality, of course, carried with it the consequence that contracts relating to such acts were illegal likewise. This rule, however, has been, so far as English municipal law is concerned, definitely abandoned. On that point we need only refer to the case of *Ex parte Chavasse, Re Grazebrook* (13 W. R. 627), in which Lord Westbury distinctly laid down the principle that exportation to belligerents is not contrary to our municipal law unless in terms forbidden by it, and the Queen's proclamation does not make that unlawful which was not unlawful before. In that case Chavasse and Grazebrook joined each other as partners in a blockade-running venture. Chavasse having become bankrupt and Grazebrook having executed a deed of assignment, the trustees of the latter petitioned in the bankruptcy for an account of the partnership dealings. The Commissioners in bankruptcy dismissed the petition on the ground that the partnership was an illegal one, but the Lord Chancellor reversed that decision.

LAST TUESDAY a case was decided in the Court of Admiralty which might have given rise to some curious questions respecting the conflict of laws. It was a suit by the Submarine Telegraph Company against the ship *Clara Kilham*, for injury done to the company's cable. The ship anchored off Deal in rough weather, and she drove a considerable distance. When the anchors were raised to the surface they were found entangled with the telegraphic cable. The crew cut the cable to free the anchors. The only substantial defence to the ground of action appears to have been that it was impossible to extricate the anchors, "before the lapse of a considerable time, save by severing the cable." Sir R. Phillimore held that as the ship was not in danger at the time, the excuse afforded no justification for cutting the cable, and the *Clara Kilham* was held liable.

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No question arose here about the law to be applied to the facts, but cases might be imagined, and, considering the great increase of submarine telegraphy, will probably arise, when the most curious points of law might be raised. For instance, suppose a French vessel lets her anchor down upon an English cable not within the jurisdiction of any state having recognised laws, and breaks the cable, and does great damage. By what law is the liability, if any, of the French vessel to be ascertained? Is the English law of trespass to prevail, and is the vessel to be liable even although she is not guilty of any negligence? Or would negligence be of the essence of the action according to English law? Or is the French law to govern the case? If neither the French nor English law applies, then what law applies?

Again, if the fact of liability is ascertained, by what law is the measure of damages to be regulated? If a telegraphic cable is broken, this is almost certain to be a most important question involving a consideration of loss of profits, time for repair, loss by rival lines, &c., in addition to the actual cost of repairing the damage.

These questions would be difficult enough when the system of law by which they are to be determined is ascertained. When, however, the facts arise in "no man's land" the difficulty is increased tenfold. If any number of such questions as these should arise, judges will be exposed to a great temptation to seek out some imaginary *lex maris* for their solution, as the Roman lawyers invoked the *lex naturæ* whenever they came upon a state of facts to which their own law could not be applied.

WHEN OUR NEW LAW COURTS have got themselves built at last, what a long and tedious history theirs will be to look back upon. Perhaps such an observation ought not to be made before we have got out of the wood, but we can imagine future lawyers and suitors ruminating within its walls over the long years of delay,—the perils the scheme has gone through,—its transformations,—the risk, at one time so imminent, of that most ridiculous of all *bouleversements*, the abandonment of this prepared site for one by the river,—and wondering how the new courts ever got built at all. The cleared site between Carey-street and the Strand has been undisturbed for a long time, affording to persons who peep through the hoarding a sort of sample of the view which that friend of hack writers, Macaulay's New Zealander, is to enjoy on a larger scale. It seems, however, that the work is really about to move forward at last.

On Tuesday Mr. Ayrton announced in the House of Commons, on taking a vote for £21,450 for laying the foundations, that, subject to the approval by the Royal Commissioners of the altered plan which Mr. Street had devised, the work might begin forthwith.

On Wednesday the Commission held its last sitting and approved the plan (which the Lord Chancellor signed as chairman of the Commission). The new plan is much like the one circulated among the M.P.'s two or three days ago, but with buildings (tower-staircases higher than the courts), which will protect the courts from the noise of the Strand. The chief conveniences for every court provided in the plans approved a year or two ago by the Commission are preserved in the final plan. The general public, the witnesses, the attorneys and officers, the bar, the jury, and the judges will each have their separate set of accesses to the courts. Each court will have or be able to have light on all its four sides, and also roof lights.

The block of courts and the central hall will run from north to south, not from east to west as in the plan formerly approved. The Central Hall will be on the level of the Strand, and the courts on the floor above—*i.e.*, on the level of Carey-street, which is about seventeen feet above the level of the Strand. This change in the line of the Central Hall will let the sunshine on everyone of the courts some part of every sunny day—certainly an advantage.

The great block of offices will be placed parallel to and adjoining to Bell-yard, between it and the courts. There will have to be some offices excluded from the present (or first erected) block which it would have been well to have had placed there. But there will be ground to the west on which further offices can (and no doubt some day will) be erected.

Such are the main characteristics of the new plan, and altogether, though largely and not wisely curtailed, it will contain all the more important advantages presented by the plans approved above two years since by the Commission.

NEUTRALITY LAWS.

In our article last week upon the neutrality laws we stated the principal provisions of the Foreign Enlistment Act (59 Geo. 3, c. 69), and that a royal commission appointed in 1867 to consider the working and effect of that statute had suggested several alterations in the law. Most of these suggested alterations have been embodied in the bill now introduced by the Government into the House of Commons, and entitled "a bill to prevent the enlisting or engagement of her Majesty's subjects to serve in the foreign service, and the building, fitting out or equipping in her Majesty's dominions vessels for warlike purposes without her Majesty's license." The bill, which was read a second time on Monday last, passed through the committee on Wednesday; the amended bill was considered on Thursday, and by this time has probably been read the third time.

By section 31, it repeals altogether the Foreign Enlistment Act, and it re-enacts such provisions of that statute as are to be retained, and introduces some important alterations. Sections 4—7 of the bill correspond with sections 2, 5, and 6, of the Foreign Enlistment Act, and forbid foreigners in British territories and British subjects everywhere from enlisting in the military service or naval service of any foreign state at war with any friendly state. The words and scope of these sections are much wider than these corresponding sections of the Foreign Enlistment Act, and section 6 is new and embodies one of the suggestions of the commission—viz., that it should be an offence to induce persons by misrepresentation to quit her Majesty's dominions or go on board any ship with intent that such persons should accept service with a state at war with a friendly state. This is aimed against a proceeding that was several times adopted during the American war by the Confederate Government whose agents shipped men for fictitious voyages, and then endeavoured to induce the men to serve on board the vessels, when they became Confederate cruisers. Out of ninety men shipped in this way in the *Alabama*, seventy afterwards took service in her as a Confederate cruisers.

Section 8 is the most important of the whole bill, and it answers to section 7 of the Foreign Enlistment Act. It provides that if any person within her Majesty's dominions (1) "builds or agrees to build, or causes to be built;" (2) or "issues or delivers any commission for;" (3) or "equips," (4) or "despatches, or causes, or allows to be despatched any ship with intent, or knowledge, or having reasonable cause to believe that the same shall or will be employed in the military and naval service of any foreign state at war with any friendly state" he shall be punished as therein specified and the ship shall be forfeited. This includes, but in more simple and intelligible language, the chief provisions of section 7 of the Foreign Enlistment Act, and adds new ones.

The Foreign Enlistment Act does not prohibit the "building" of vessels (*Attorney-General* v. *Sillem*, 12 W. R. 257); nor does it contain the word "despatch." The material words of the statute are "equip, furnish, fit out, or arm, with intent or in order" that the vessel should be employed, &c., &c. Not only, therefore, does the bill add to the number of forbidden acts, but it provides that if done with intent *or knowledge, or having*

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reasonable cause to believe that the vessel will be employed, &c., it will be an offence against the law. This section therefore proposes to extend very considerably the existing restrictions upon shipbuilding in time of war, and thus to increase the duty of the Government in the observance of neutrality. A clause was added to this section in committee for the protection of shipbuilders who before or never have contracted to build vessels for a foreign State.

By section 9, when any vessel is built for or delivered to a foreign state at war with a friendly state, and is used by such state in its naval or military service, the vessel shall, until the contrary is proved, be deemed to have been built in violation of the statute. Section 10 substantially re-enacts section 8 of the Foreign Enlistment Act, which forbids the adding to the warlike equipment of foreign vessels of war. By section 11 no ship in the service of a foreign state at war with a friendly state, built or despatched, &c., in contravention of the statute, shall be received in any British port, and any prize made by any vessel so built, &c., shall, if brought within the jurisdiction of the Crown, be restored to its owner (section 14). Section 11 was subsequently withdrawn by the Attorney-General, on the understanding that its principles should be carried out for the future by regulations to be laid down by the Government. The preparing or fitting out of any naval or military expedition against any friendly State is forbidden by section 12, and ships, arms, &c., used in such expedition are to be forfeited.

These provisions comprise all the substantive law in the bill. Sections 16—30 relate to procedure. Sections 16—18 relate to the venue of indictments and to other minor matters. By sections 19, 20, and 27 all proceedings for a forfeiture of a "ship" (the sections ought to include, but do not, all forfeitures under the bill, as, for instance, under section 12) require the sanction of a Secretary of State, and shall be had in the Court of Admiralty, with an appeal to the Privy Council. Officers of customs, and of the army and navy (called the "local authority") are authorised to seize ships liable to seizure (section 21), and—what seems to be an unnecessary amount of caution—they are authorised to use force if necessary, and are indemnified against any consequences of so doing (section 22). When it appears to a Secretary of State (section 23) that there is reasonable and probable cause for believing that a ship is about to be despatched in violation of the law, the Secretary may issue a warrant to the "local authority" directing them to detain such ship. The "local authority" also, without any warrant, having reasonable and probable cause for believing, &c., may detain such ship. A Secretary of State may also grant a search warrant to examine any dockyard, &c. (section 25). The powers given to a Secretary of State may be exercised out of Great Britain by the chief executive authority as defined in section 26. By sections 28 and 29 there shall be no civil or criminal proceedings against officers, Secretary of State, &c., for anything done under the powers conferred upon them, but the Court of Admiralty shall have power to award damages for the unreasonable detention of any vessel (section 23). The bill excepts (as does section 12 of the Foreign Enlistment Act) persons entering into the service of States in Asia. If any person does any of the forbidden acts he may be punished by fine or imprisonment not exceeding two years, at the discretion of the Court before which the offender is convicted. In addition to this offending vessels may be detained under section 7 and forfeited under sections 8 and 12.

The bill, as it now stands, may be roughly described as the Foreign Enlistment Act, plus the recommendations of the Commission of 1868, and it proposes two most important alterations. By section 8 it forbids (in accordance with the recommendations of the Commission) the "building" or "despatching" of vessels with even reasonable cause to believe that they will be employed in the service of a foreign state at war with a friendly state. This provision exactly meets such cases as those of the *Alabama* and the other three vessels (*Shenandoah*, *Florida*, and *Georgia*) which were despatched from English ports unarmed, but subsequently received armaments and commissions elsewhere and became Confederate cruisers. There was much doubt whether, under the Foreign Enlistment Act, the fitting out and despatching, &c., of the vessels was illegal, more especially of the three latter vessels. Under the present bill the despatching of such vessels would be clearly illegal.

Mr. Vernon Harcourt, one of the members of the Commission, dissented from the recommendation that the "building" of vessels should be made illegal. His objections are that this would impose a new duty not hitherto recognised in international law and therefore a new responsibility; that the execution of this duty would be odious in this country, and not to execute it after it had been created by our own legislation would be a just ground of complaint by foreign states; and also that it would seriously interfere with the shipbuilding trade of this country. These arguments he repeated in the debates on the bill. They certainly are not without weight. At the same time we think the Government were right in forbidding the building as well as the despatching of vessels. There is no doubt that the proposed legislation would extend the duty of neutrality beyond that hitherto required by international law, but this cannot be considered in itself an evil if such alteration would be an improvement, and especially when, as here, such alteration seems almost the only effectual way of stopping what are admitted to be breaches of international law—viz., the fitting out and despatching of armed vessels. If an improvement can be made in the law respecting the obligations of neutrals this country ought to be the last to shrink from the duty of carrying out such an improvement even on the lowest ground of self-interest, and we do not believe that there would be any practical difficulty in enforcing the proposed law nor do we think it would injure the general shipbuilding trade, although it might inflict some loss on shipbuilders who would be willing to imperil the neutrality of their country for their own pecuniary gain.

The second important proposed change is in the procedure (including as procedure the provisions of sections 9, 11, and 14), which is scarcely less important than the law itself. The bill gives summary authority to a Secretary of State, and also to the "local authority," to stop vessels, if they have reasonable cause to believe that the vessels are about to be despatched in violation of the statute. There is no civil or criminal liability for the exercise of this power, even if it should be wrongly exercised, and this power is in addition to that given to the "local authority" by section 21 to detain a ship which is in fact liable to be detained or seized under the Act.

This bill, which will probably become law next week, will be a valuable addition not only to our municipal law, but to international law, and we fully agree with the general scope of its provisions. One section, however (section 14), has hardly received the attention it deserves. It is at least doubtful whether its provisions could be enforced without a breach of international law. The prizes, when taken, would be lawful prizes, and could lawfully vest in the captors, and we do not see how the property in the prize can be re-vested in the owner by an English statute, or how jurisdiction could be enforced over such a prize in the possession of a commissioned vessel of a belligerent. It is clear that British ports might be closed to such prizes, but to assert a right to retain them is very different, and would inevitably tend to cause a collision with any State strong enough to resist such a proceeding.

The subject of this bill is so important and of such general interest that we have not occupied any space in noticing its form, or in verbal criticism of its provisions, which, however, are by no means free from the usual blemishes of English statutes. It is not unimportant

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to observe that if the provisions of this bill had been in force during the American war, and had been duly acted upon by the Government here, we should have had no *Alabama* claims at all, and but little of that feeling of irritation which still unfortunately exists between this country and America. If the bill becomes law, it can hardly fail to have an important bearing upon the future discussion of the *Alabama* claims.

ON THE CAPITALISATION OF PROFITS AS BETWEEN TENANT FOR LIFE AND REMAINDERMAN.

Where the profits of a company or partnership are capitalised, such profits are in general treated as capital, not income, as between tenant for life and remainderman. This was established by the leading case of *Paris* v. *Paris* (10 Ves. 185), where Lord Eldon, following, though disapproving, the former decisions, held that an extraordinary division of profits by the Bank of England, beyond the then usual rate of seven per cent. per annum, was to be considered as capital not income. It was the practice prior to 1861, whenever the half-yearly dividend on Bank Stock exceeded three and a half per cent., to issue a general order directing the Accountant-General to draw only for three and a half per cent. except where the dividends were to be laid out; but under the order of the 16th of August, 1861, the whole of such dividend is to be drawn for the future. The Court, in *Paris* v. *Paris*, was pressed with the fact that the bonus was given in the shape of cash, not of stock, and was asked to infer from that circumstance that such bonus was the result of profits earned since the last distribution, and therefore properly income, and the property of the tenant for life; but the Court declined to draw any distinction on that ground between the case and *Brander* v. *Brander* (4 Ves. 100), where stock, and not cash, was the thing distributed by way of bonus, and was held to fall into the *corpus*. In *Clayton* v. *Gresham* (10 Ves. 288) Lord Eldon pursued the same course.

In *Re Ezekiel Barton's Trusts* (16 W. R. 392, L. R. 5 Eq. 238) shares in a joint stock company were settled upon trust to pay to A. during her life the interest, dividends, *share of profits*, or annual proceeds, and after her death in trust for the settlor's children. During A.'s lifetime an addition of three new fully paid-up shares was made to the shares originally settled, out of a portion of the net earnings of the half-year not appropriated to the payment of dividend, and it was held by Vice-Chancellor Wood that these new shares were capital, not income, as between A. and the children. Here the shares were distinctly created out of the half-year's profits, to which, if the company had chosen to treat them as dividend, A. would unquestionably have been entitled; but it was competent for the company to capitalise this portion of their profits, and they had chosen to do so. It was therefore an act of which the tenant for life could not complain, though the effect of it was to vary the rights as between her and those entitled in remainder.

The same judge, in *Baring* v. *Ashburton* (16 W. R. 452), decided upon similar grounds that a stock dividend upon stock in the Pennsylvania Railroad Company, declared about six weeks after the testator died, was *corpus* as between tenant for life and those entitled in remainder, it being admitted that, unlike the preceding case, the stock dividend did not accrue out of profits made by the company within the half year in which the testator died, but that it arose from an accumulation of profits, extending over a period of several years.

There is less difficulty in cases like the last, and *Ward* v. *Combe* (7 Sim. 634), where a bonus out of accumulated profits was considered as part of the *corpus* of the trust fund, than in cases of the class of *Re Ezekiel Barton's Trusts*. Where the bonus arises solely from the profits of the half year it may seem harder to deprive the tenant for life of it than where it arises from the accumulations of past half years, although it arises from profits in either case. But the *ratio decidendi* in such cases is that explained by Vice-Chancellor Wood in *Re Ezekiel Barton's Trusts*, and already adverted to, that profits, however realised, remain income, or become capital, in the discretion of the company or partnership, subject to the articles by which they are bound. As Vice-Chancellor Shadwell said in *Mills* v. *Mills* (7 Sim. 509) "it depends on the will of the directors of the Bank (of England) whether the casual profits, which are fully as valuable as the ordinary profits, shall go to tenants for life, or shall form part of the capital of the stock," *i.e.*, if the directors declared a dividend of, *e.g.*, ten per cent. all of it would have gone to the tenant for life; but if in their discretion, confirmed by the voice of a general meeting, they chose to declare a dividend of seven per cent. and a bonus of three per cent., either in cash (*Paris* v. *Paris*) or in stock (*Brander* v. *Brander*), then such bonus would have formed part of the capital, and the tenant for life must have abided the consequences.

On the other side of the question is *Hollis* v. *Allan* (14 W. R. 980), where shares in the Peninsular and Oriental Steam Navigation Company were settled, and there was a proviso that if any bonus should be declared in respect of the shares that it should be invested in augmentation of the settlement, and Vice-Chancellor Kindersley decided that small sums distributed annually among the proprietors out of the surplus of the proprietors' underwriting account were not in the nature of bonus, as they had not been capitalised, and the mere calling them bonus did not make them so. The Vice-Chancellor's observations on the definition and meaning of the term bonus (14 W. R. 981) should be referred to.

The word bonus is often but incorrectly used to designate any dividend from current profits over and above the ordinary dividend, which is put at a rate which experience shows can be maintained *de anno in annum*. This is the practice with many of the leading joint stock banks at the present time. In *Plumbe* v. *Neild* (8 W. R. 337), where a so-called bonus had been declared on shares of the Union and London and Westminster Banks, and it was manifest from their published reports that such bonus was a portion of the actual profits of the current half year, it was regarded as income, not *corpus*.

In *Maclaren* v. *Stainton* (3 D. F. J. 202, 9 W. R. 908), a bonus arising from the recovery of a sum of money fraudulently withheld by the manager during a series of years was held to belong to the persons entitled to the dividends at the time when the bonus was declared. "In order to constitute a debt capital," in the words of the Lord Justice Turner, "you must show that there was an intention on the part of the persons interested that it should be dealt with as capital. If it has been reserved, and set apart as capital, it would, I apprehend, of course be capital, as between tenant for life and remainderman; but if it has not been so received and set apart, and there be nothing more than the fact that the debt has been got in, it must, as I conceive, be treated as income and not as capital." In other words, the debt, when got in, formed a portion of the year's income, and, in the absence of any express or implied declaration that it should be capitalised, income it remained. To the same effect is *Edmonston* v. *Crosthwaite*, 34 Beav. 30.

We have seen that companies and partnerships may, at their discretion, subject to their rules and regulations, capitalise all or any portions of the year's profits, and that the tenant for life must abide the consequences. But the capitalisation must be effected by some express resolution, or it will not take place, and what was income once will remain income still. In *Straker* v. *Wilson* (18 W. R. 643), the case which induces us to recur to this subject, which has been already treated of in our columns (12 S. J. 602, 822), the resolution to that effect was wanting, and the profits in question were accordingly treated as income, and not as capital. In *Straker* v. *Wilson* the share of a deceased partner in a colliery was carried on by his trustees, and held by them upon trust for the widow during her life, and after her death

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for the children of the testator. The deed of partnership provided that upon every yearly settlement of the accounts, all, or some part, of the net profits should, if the majority of the partners preferred it, be either capitalised or divided between the partners, in proportion to their respective shares. Several years after the testator's death, the capital for each share was fixed at £20,000, and dividends declared thereon, the undivided credit balance being carried forward at the end of every year and employed in carrying on the colliery, but without any resolution that such profits should be capitalised. The decision that the testator's share in such undivided credit balance was, as between the widow and the children, to be treated as income, proceeded upon the want of such an express resolution. The fact that the profits were silently treated as capital was not enough to vary the rights of tenant for life and remainderman, in the absence of some express resolution of the partners that the profits should be capitalised. The case establishes that the rights of the tenant for life and remainderman cannot be varied by mere inference that it was the intention of the company or firm to capitalise profits, but that an express declaration or resolution to that effect is needed, the consequence of which, as we have already seen, the parties must abide.

RECENT DECISIONS.

EQUITY.

PATENT—SPECIFICATION—DRAWING—NOVELTY.

Poupard v. *Furdell*, V.C.M., 18 W. R. 127.

In *Ex parte Fox*, 1 V. & B. 67, Lord Eldon said, in 1812: "I take it to be clear that a man may, if he chooses, annex to his specification a picture or a model descriptive of it; but his specification must be in itself sufficient; or, I apprehend, it will be bad." In no subject is there so much difficulty and danger in the application of old decisions to modern instances as in that of patents; the last fifty years have witnessed great changes in the requirements which the law makes of inventors and in other matters; and besides this the progress of mechanical science, which prompted those alterations of the law, places the subject, in many instances, under quite a new aspect. An inventor's complete specifications must, by the Patent Law Amendment Act, 1852, "particularly describe and ascertain the nature of the invention, and in what manner the same is to be performed"—which is interpreted to mean that it must describe it so that ordinary skilled workmen could make it from the description. In these modern days one can very well understand that it might be almost, perhaps quite, impossible to make a description surely intelligible to ordinary minds without a drawing; and Vice-Chancellor Malins very reasonably follows *Hastings* v. *Brown* (1 E. & B. 454, and see Coryton on Patents, 141) in disregarding *Ex parte Fox* on this point.

The other point in this case turned on the application of old contrivances to a new purpose in a patent for improvements. We do not know that any inexorable criterion is possible on such a matter. Lord Campbell in *Brook* v. *Aston* (8 E. & B. 485), said that to make the application of an old contrivance to a new purpose a proper subject-matter of a patent, there must be some novelty in the application,—of which definition Lord Chelmsford observed (*Penn* v. *Jack*, 15 W. R. 208, L. R. 2 Ch. 135) that if the old invention is applied to a new purpose, there cannot help being novelty in the application. Cockburn, C.J., in *Harwood* v. *Great Northern Railway Company* (10 W. R. 422, 2 B. & S. 208), observed that the question, whether the affinity or similarity between the old purpose and the new amounts to identity, is one of degree, and that question determines whether or no the new application is proper subject-matter for a patent. In *Harwood's case* the Lord Chief Justice considered there was identity. In *Penn* v. *Jack* the improvement was in the bearings of screw-propeller shafts, by lining them with slips of wood through which the sea water flowed freely and lubricated the contact. It was urged that in grindstone bearings iron was constantly to be found revolving in wood wetted with water, but the Court said that was different from the case of a bearing expressly made with wood, *in order* to let in the lubricating water.

In the present case the improvement was in making skids for carriages with a tailpiece which both helped the wheel into the skid, and prevented its getting out. It was in evidence that skids had been previously used in our army, with a similar tail-piece, but the tail-piece had been designed merely to serve as a hook to hang up the skid by; the Vice-Chancellor considered that this was not a prior user. To a casual observer the army tail-piece was exactly like the inventor's, but, in fact, not having been designed for the same purpose, it occasionally obstructed the wheel in the skid. Had this been otherwise there might have arisen a question which the Lord Chief Justice noticed only in *Harwood's case*; viz., whether a prior use of an invention is to be of no avail because the principle upon which it acts is either unknown or misapprehended.

OF AFFIDAVITS SWORN BEFORE THE AGENT OF THE SOLICITOR ON THE RECORD.

Ex parte Gregg, Re Prance, M.R., 18 W. R. 589, L. R. 9 Eq. 157.

It is a well-known rule that an affidavit must not be sworn before, or an oath administered by, a commisioner who happens to be the solicitor on the record, or his agent. As regards the agent, however, the rule requires to be stated with some qualification. In a case before Lord Hardwicke, where the affidavit had been sworn before the petitioner's own attorney, the petition was dismissed with costs to be paid by the attorney (*Re Hogan*, 3 Atk. 812), and in *Wood* v. *Harpur* (3 Beav. 290) affidavits were rejected on the objection that they had been sworn before a master extraordinary who was also clerk to the plaintiff's solicitor. In *Ex parte Gregg* one of the grounds of the motion was that the affidavit objected to had been prepared by Mr. Prance, the solicitor on the record, and by him sent down to a solicitor in the country, to get it sworn; and sworn it was accordingly before the solicitor in the country, who was of course Mr. Prance's agent in the transaction. This brings us to the qualification above referred to. It was contended that the affidavit ought to be rejected on the ground of agency. An agent the solicitor unquestionably was, but he was altogether *dehors* the matter, and the rule as to agency applies only, as the Master of the Rolls decided, to cases where the agent is privy to the facts of the case. It is easy to see why affidavits sworn before one who possesses an intimate knowledge of the case should be rejected, by reason of the bias which may warp the mind of the person who reads over and explains the affidavit to the witness (*Foster* v. *Harvey*, 12 W. R. 92). The rule in such a case is needed for the protection of the witness (*Re Hogan, ubi sup.*). But a commissioner is not debarred from administering the oath simply because he happens to be the agent of the solicitor on the record in other matters.

COMMON LAW.

MARINE INSURANCE—BREACH OF WARRANTY OF SEAWORTHINESS—LOSS NOT CAUSED BY WANT OF SEAWORTHINESS.

The Quebec Marine Insurance Company v. *Commercial Bank of Canada*, P.C., 18 W. R. 769.

A "warranty," in the language of marine insurance, is a condition precedent, upon the performance of which the underwriter's liability depends. If this condition is not duly performed, the risks under the insurance do not

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attach—*i.e.*, the contract of insurance is subject to the condition, and until the performance of the condition there is no binding contract. Even if the non-performance of the condition is caused by events over which the insured had no control, the result is precisely the same as if he had himself knowingly caused the non-performance of it. It follows, from this principle, that if a vessel is insured subject to a warranty which is not performed, and is then lost, although the loss is not in any way connected with the subject of the warranty, the insured cannot recover, because there never was any complete contract.

One of the warranties about which questions most frequently arise is the warranty of seaworthiness. In the absence of express stipulation, there is implied in every policy of marine insurance a warranty that the vessel is seaworthy at the commencement of the insured voyage. If she sails in an unseaworthy state, there is a breach of this warranty, and the risk under the policy never attaches, and if the vessel is lost, the underwriters are not liable, although the loss was not caused by the want of seaworthiness.

This is an old and well-known doctrine of the law of marine insurance, and it has been recognised and acted upon in *The Quebec, &c. Co.* v. *The Commercial Bank of Canada*. The chief reason, however, for noticing this decision is that it finally overrules a case which is somewhat inconsistent with the rules respecting warranties which we have mentioned. This case is *Weir* v. *Aberdeen* (2 B. & Ald. 320), where the decision was, in the words of the head-note, as follows:—"A ship insured at and from a port sails on her voyage in an unseaworthy state. The defect is discovered before any loss accrued, and is remedied, and a loss subsequently accrues in no degree attributable to her original unseaworthiness. Held, that the underwriters were liable for such loss."

This case has not been received as conclusively deciding this point, and there are other cases inconsistent with the decision. It has, however, caused a difficulty by being in conflict with decisions which in practice have been accepted as stating the law correctly. There were also special circumstances in the case on which the actual decision might have been based, and now, since *The Quebec, &c. Co.* v. *The Commercial Bank of Canada*, it must be taken that the decision can only be supported on the special facts and not on the point stated in the head-note. In *The Quebec, &c. Co.* v. *The Commercial Bank of Canada*, an insured vessel sailed in an unseaworthy state. She was subsequently rendered seaworthy, and then lost from causes not attributable to her original unseaworthiness. The Privy Council held that the underwriters were not liable, and by this decision therefore, in fact, overrule *Weir* v. *Aberdeen*, as that case is stated in the head-note.

MARINE INSURANCE—CONSTRUCTION OF POLICY—"MOORED IN GOOD SAFETY."

Lidgett v. *Secretan*, C.P., 18 W. R. 692.

It is not too much to say that no contracts are habitually so obscurely expressed as the common contracts of marine insurance as stated in the ordinary marine policy in every day use. These policies are quite unintelligible to anyone not familiar with the subject of marine insurance, and they conceal rather than express the obligations created by the contract.

The form of policies of marine insurance has hardly altered at all for upwards of two hundred years, and we consequently now have in common use a form of instrument that is utterly unsuited to the wants of the present time. The continued use of this antiquated precedent is frequently defended on the ground that having been long in use, its meaning is now well ascertained by many judicial decisions. To a certain extent this is true. Much that on its face appears meaningless if read in the way in which ordinary documents are read, yet has a meaning if read by the light of the cases decided upon it. This, however, is a very insufficient reason for continuing to use year after year a form of contract, the meaning of which is to be gathered not from the written instrument itself, but from the judgments of cases decided at various times upon different clauses of that instrument. The assumption, however, that the construction of these instruments is well ascertained is disproved every term by the number of cases that arise in which there is some question as to the meaning of these documents. *Lidgett* v. *Secretan* is an instance that some of the most important clauses of an ordinary policy of marine insurance may yet give rise to questions concerning their meaning. In this case a vessel was insured "at and from London to Calcutta and for thirty days after arrival"; and, subsequently, in the policy, the insurance was expressed to be on the vessel "until she hath moored at anchor twenty-four hours in good safety." The vessel arrived at Calcutta much damaged, and it required constant pumping to keep her afloat, but she was not a wreck and was capable of being thoroughly repaired. More than thirty-one days after her arrival she was totally burnt.

Two questions arose: first, what is the meaning of mooring "in good safety"? secondly, do the thirty days count from the commencement or the expiration of the twenty-four hours? The ship-owner argued that the vessel had never been anchored "in good safety," because when anchored she could only be kept from sinking by constant pumping, and that the thirty days must be reckoned from the expiration of twenty-four hours after the vessel was anchored in safety, and consequently that the thirty days had not expired, and that the defendants, the insurers, were liable.

The decision was against this argument. The Court said that the words "in good safety" "cannot mean that the vessel is to arrive without any damage or injury whatever from the effects of the voyage, otherwise the loss of a mast or even a spar, a sail or a rope, though the vessel was perfectly fit to keep not only the river but the sea, would, contrary to all the ordinary meaning of language, prevent her from being considered as in safety. So, on the other hand, the words would not, in our opinion, be satisfied by the vessel arriving and being moored in a sinking state or as a mere wreck or by a mere temporary mooring." The test thus offered by the Court for the decision of such cases as these is whether the vessel is moored as a vessel capable of being repaired, or as a mere wreck. The facts in this case showed that the vessel was not a wreck when moored, and therefore the defendants were held not liable.

The further question whether the thirty days ought to be reckoned from the arrival of the vessel at Calcutta or from her having been moored twenty-four hours in good safety was not determined, as it was not necessary for the decision of the case; and this point therefore still remains in doubt.

The fact that cases like *Lidgett* v. *Secretan* are constantly arising, and that the construction of policies of insurance is frequently found by no means clear, is the strongest argument against the continued use of this form of contract. The language and form of these policies are antiquated and have lost the force and meaning they once possessed, and there is no reason why parties entering into contracts of insurance should not state the terms of their contracts in the language of the present time. One of the many benefits which may be looked for from the simplification of the law, the education of lawyers, and the consequent increase amongst the public of some general knowledge of law, will be the abolition of all antiquated and useless precedents for the forms of contracts such as policies of marine insurance, bonds with penalties, leases, conveyances, &c., and the substitution in their place of simple instruments stating in concise and ordinary language the terms in fact agreed upon between the parties.

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COURTS.

MIDLAND CIRCUIT.

LINCOLN.

CROWN COURT—(Before Mr. Justice BRETT.)

Aug. 2.—*Freer* v. *Cheeseborough.*

This was an action for malicious prosecution.

Digby Seymour, Q.C., *Wills*, and *Welby* were for the plaintiff; *Price*, Q.C., and *Cave*, Q.C., for the defendant.

The plaintiff, Mr. Thomas Freer, is an attorney of the firm of Hett, Freer, & Hett, of Brigg. He acts as clerk to the Justices at Winterton, and is also clerk to the Local Board, &c. The defendant had entered into partnership with a Mr. Faulding, as furriers, in 1866, and in 1869 the partnership was being wound up. Mr. Freer, who was Mr. Faulding's solicitor, was consulted as to the dissolution. Mr. Faulding laid an information against Mr. Cheeseborough for appropriating the partnership funds, and Mr. Cheeseborough was committed for trial, but at the Spring Assizes the grand jury threw out the bill. Mr. Freer assisted in the case for the prosecution. On several occasions subsequently Cheeseborough said to Freer, "We shall soon see who was the thief who embezzled the money." On the 17th of November Cheeseborough applied for a summons against Freer, charging him with embezzling money received by him in his office as clerk to the magistrates. After a full investigation, the magistrates refused to grant a summons. On the 3rd of December Cheeseborough renewed the application and the summons was again refused, and on the 4th of February he preferred a charge of a common law misdemeanour against Mr. Freer, in appropriating money in his office as clerk; this charge was also dismissed.

Price, Q.C., said he had advised his client to do what he had thought from the first would be the better course, and he now withdrew every charge against Mr. Freer

His LORDSHIP.—There is not the slightest colour whatever for the charge which has been made, and Mr. Freer leaves the court with a character as clear as any man's can be.

Verdict for plaintiff.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before Mr. Registrar PEPYS.)

Aug. 1.—*In re R. H. B. McMullen.*

This was an application by Mr. Ellerton, solicitor, formerly in partnership with the debtor, for the repayment in full of certain sums of money which he had paid on account of his late partner. It appeared that Mr. McMullen, who practised at Kensington, had filed a petition for liquidation by arrangement under the 125th and 126th sections of the Bankruptcy Act, 1869. At the first meeting under the liquidation, Mr. Ellerton proved his debt, but the creditors did not come to any resolution except that the meeting should be adjourned for six months. Mr. Ellerton now applied for payment of his claim in full, a portion being for rent in respect of which he alleged the debtor was liable, and £6 13s. 4d. for income tax. It seemed that disputes had arisen between the partners, and a dissolution followed.

Reed, for Mr. McMullen said the application was of a most extraordinary character, and the Court had no jurisdiction to deal with it. Mr. Ellerton, having proved his debt under the proceedings, asked that he might receive payment in full before the other creditors obtained a farthing; a course which could not for one moment be sanctioned.

Mr. Registrar PEPYS said this was a most unusual application, and it was impossible that Mr. Ellerton, who had elected to come in as a creditor under the liquidation, could have a double remedy. The application must be dismissed with costs.

Solicitors in person.

(Before the CHIEF JUDGE.)

In re Ernst.

Bankruptcy Act, 1869, *ss.* 125, 126—*Petition under—Delivery of debtor's books to trustee.*

The debtor in this case had filed a petition for liquidation under sections 125 and 126 of the Bankruptcy Act, 1869, and the receiver under the liquidation now applied for an order for the committal of the debtor for contempt, on the ground that he had wilfully omitted to deliver up his books of account. It appeared that several applications had been made for the books, but for some reason they had not been delivered up. A first meeting of creditors had been appointed at which the debtor hoped to lay a satisfactory proposal before his creditors.

Mr. J. S. Salaman (solicitor) in support of the application.

Reed, for the debtor, said the real difficulty was this, that if the books were delivered to the receiver at once he would be in a position to collect the debts due to the estate; a course which was intended to be avoided by the offer of a satisfactory composition.

The CHIEF JUDGE was of opinion that the debtor was bound to deliver to the receiver all books of account, and his Lordship made an order for that purpose, but upon the condition that no application should at present be made to the debtors to the estate for payment, either by the receiver or by the debtor himself.

Solicitors for the debtor, *Walters & Gush.*

(Before Mr. Registrar S. RICE, sitting as Chief Judge.)

Aug. 3.—*Re Pratt. Ex parte Pettit.*

Remuneration of receiver.

Under the petition in this case, Mr. Pettit, accountant, had been appointed receiver by order of the Chief Judge. He was subsequently displaced by resolution of the creditors, and application was now made for the allowance of his charges.

Reed, in support of the application, said there could be no doubt of the propriety of the claim.

R. Griffiths opposed the application, on the ground that the appointment was unnecessary and improvident.

The REGISTRAR said that he could not go behind the order of the Chief Judge appointing the receiver, and Mr. Pettit was entitled to remuneration for the services he had rendered.

Griffiths intimated his intention of bringing the matter before the Chief Judge.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy-Judge).

July 28.—*Bailey* v. *Barton—Possession of tenement held under lease with right of re-entry—Costs.*

This was a plaint issued under 19 & 20 Vict. c. 108, s. 52, for possession of a tenement held under lease with right of re-entry, the rent being half a year in arrear, and there being no sufficient distress on the premises. After hearing the evidence prescribed by the section, the judge made an order for possession, when

Mr. Ody, for the plaintiff, asked for costs, and quoting from the last new rules the one numbered 13, said the judge had power to allow costs on the scale for upwards of £20 in cases of this kind, if the fees of court were paid on £5 or upwards. The fees in this case had been paid on £17 10s., that being the half-yearly rental, and he thought his Honour might very properly consider it a case for costs on the higher scale.

Mr. CUST said he would give the costs, but, it appeared from the section that they could not be enforced in the usual way. His order could only be an alternative one for possession, unless rent in arrear be paid within a month. If the rent and costs were not paid, it appeared that the plaintiff would have to enforce the order for possession at his own cost, the Legislature apparently considering that to give a landlord possession before the expiration of the term of the lease was sufficient return for his outlay.

Mr. Ody said in that case his client would not only lose the costs of the ejectment if he had to enforce the order (which was a certainty), but he would then have to bring another action to recover the rent and costs now found to be due.

Mr. CUST said that appeared to be so, because he had no power to order payment of the rent.

APPEALS FROM REVISING BARRISTERS.—In the ten years 1860-69 the Court of Common Pleas heard 92 appeals from judgments of revising barristers; 55 decisions were affirmed, and 37 were reversed.

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APPOINTMENTS.

Mr. George Parsons Hester, solicitor and town clerk of Oxford, has been appointed Clerk to the Addenbury Turnpike Trustees, in the room of Mr. Henry Churchill, solicitor, of Deddington, who has disappeared. Mr. Hester was admitted an attorney in Easter Term 1819, and besides the town-clerkship of Oxford, he holds the offices of Clerk of the Peace, Registrar of the County Court, and Clerk to the Commissioners of Taxes.

Mr. Henry Thomas Cole, Q.C., has been appointed, by the Attorney-General, to be Leading Counsel to Her Majesty's Post Office in the Western Circuit, in succession to the late Mr. Serjeant Kinglake. Mr. Cole is the son of the late Captain George Cole, by Sarah, daughter of the late Captain Crozier, R.M. He was born on the 2nd of February, 1816. In November 1842, he was called to the by the Hon. Society of the Middle Temple, and was made a Queen's Counsel and Bencher of his Inn in January, 1867. He is a member of the Western Circuit, and was appointed Recorder of Penzance in 1862.

Mr. Shafto Robson, solicitor, of Newcastle and Gateshead, has been appointed Clerk to the Borough Magistrates of Gateshead, in succession to the late Mr. John Hunter. The other candidates were Mr. Theodore Hoyle, Mr. W. Lockey Harle, and Mr. J. A. Bush, solicitors, of Newcastle, and Mr. W. H. D. Longstaffe, solicitor, of Gateshead. Mr. S. Robson, the successful candidate, was admitted in 1865.

Mr. James Cook, solicitor, of Bridgwater (firm Reed & Cook), has been elected by the Bridgwater Town Council, to be Treasurer of the Borough, which office was rendered vacant by the decease of Mr. W. J. Knight. Mr Cook was certificated in 1864.

Mr. William Partridge, solicitor, of Tiverton, has been elected Clerk to the Land and Assessed Tax Commissioners of that borough, in the room of Mr. R. G. Tucker, solicitor, deceased. Mr. Partridge was admitted in 1845, and is also clerk to the magistrates of Tiverton. Mr. R. F. Loosemore, solicitor, was also a candidate for the vacant clerkship.

Mr. Richard Thomas Hett, solicitor, of Darlington, has been appointed, by the Local Board of Guardians, to conduct prosecutions under the Vaccination Act. Mr. Hett was certificated in 1867.

Mr. W. B. Moore, Deputy Clerk to the Borough Magistrates of Wolverhampton, has been appointed Clerk to Mr. J. E. Davis, stipendiary magistrate of Sheffield. On leaving Wolverhampton, Mr. Moore was presented, by the attorneys practising before the borough bench, with a handsome gold pencil and pencil-case. They also testified to the able and courteous manner in which he had for the last three years discharged the duties of deputy clerk.

GENERAL CORRESPONDENCE.

Attorneys and Solicitors' Disabilities Removal Bill.

Sir,—Herewith I forward you for perusal, and if you deem it expedient to insert in your columns, either in whole or part, copy of certain letters received by me from representative members of our profession in the country.

I may add that I have many other communications from solicitors on the matter, but I do not think it necessary to trouble you with any of them as the same questions are raised as in the letters now submitted through you to the profession at large.

The principal object, however, with which I address you myself, is to say that I consider my own exclusive part in this work is now at an end, and that it remains for the profession generally to take such action in the matter as may be thought necessary and expedient.

In the exercise of what I considered more a duty than a right, I drew up a resolution and submitted the bill to the Incorporated Law Society at its last meeting, and afterwards forwarded a copy of that resolution and bill to the several provincial societies. The result has, up to the present moment, far exceeded any anticipation of mine; and I have no cause to regret my initial proceedings. The further prosecution of this measure is, however, obviously too important a task for any one man to undertake, and I may say unfeignedly that I have no desire to occupy a prominent position or sustain a leading part in what, after all, must be regarded as a necessary work. If a number of gentlemen will co-operate I shall have no objection to join them, and render such assistance as my other engagements will permit.

Josiah J. Merriman.

2, Poets Corner, Westminster, S.W., August 4.

Spring-gardens, Haverfordwest,
22nd July, 1870.

Dear Sir,—I thank you very much for the copy resolution and bill which you kindly sent me. It is a step in the right direction, and I hope you will succeed. If you do, we shall be all deeply indebted to you. I wish your bill went a little farther, and removed the present disqualification of solicitors to act as justices of the peace for the counties. This is a grave slur on them. Many solicitors are at present in the commission, but cannot qualify, and many more would be put in were it not for the disability. We know from experience that no men are calculated to make such useful magistrates as solicitors of experience and position. Qualification might be made to debar them from practising either in petty or quarter sessions or before magistrates.

In the present day, and with the weight of influence that solicitors possess now, such a measure could not fail to receive great support in the House. Could you by any possibility induce the Law Society to incorporate this in the bill? —Believe me, yours very truly,

J. J. Merriman, Esq. W. Davies.

Leicester Law Society,
Leicester, 25th July, 1870.

Attorneys and Solicitors' Disabilities Bill.

Dear Sirs,—I feel sure your proposed bill would meet with the approval of our Law Society. It is only fair and equitable that such a change should be made. Unfortunately the course of modern legislation runs in the contrary direction.—Yours truly, H. A. Owston,

Messrs. Merriman & Co. Hon. Sec.

Preston Law Society,
July 25th, 1870.

Dear Sirs,—I have laid your bill and letter before the committee. They entirely concur in the spirit and object of the bill. At the same time, I am instructed to inform you that if the qualification of membership with the Incorporated Law Society is a *sine qua non*, that the bill, if introduced, will meet with a strenuous and determined opposition.

The greater proportion of the members of the profession practising in the country are not members of the Incorporated, and if the bill were to pass in its present form three fourths of the country solicitors would be excluded from the benefits it seeks and professes to confer. So great an injustice can never have been contemplated by you or the framers of this bill.

Mere membership in the Incorporated, which is only a question of £ *s. d.*, does not increase the *status* of the profession.

I have been instructed to communicate to you as within.—I am, Sirs, yours truly, Willm. Banks,

Messrs. Merriman & Co. Hon. Sec.

P.S.—Will you have the goodness to inform me when it is intended to introduce the bill and who will have charge of it? W. B.

Plymouth Law Society (Established 1815),
Plymouth, 25th July, 1870.

Attorneys' Disabilities Bill.

Dear Sir,—This step in the right direction, I doubt not, will meet with the heartiest approval of the society, many members of which have frequently commented upon the invidious exclusion, to the public loss, of the profession from so many minor judicial and public appointments.—Faithfully yours, Jas. Eardley Chason,

J. J. Merriman, Esq. Hon. Sec.

13, Bedford-circus, Exeter,
25th July, 1870.

Dear Sir,—I am obliged by your sending me the bill in Parliament and resolutions of the Incorporated Law Society.

Some fifty years since the lower branch of the profession was, as a rule, unfit for judicial office, but modern education has qualified them for all minor judicial offices; and I think they should not be disqualified from any office. If they are equally or more fitted than barristers for offices they should

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have them; but this will only apply to offices of secondary importance.

I disapprove the 3rd section, disqualifying barristers from being eligible for the office of Solicitor to the Treasury, &c. In asking to have offices thrown open to solicitors it seems rather contradictory to ask to have barristers excluded from other offices, and which they at present hold.

I have some doubts whether the clause restricting the appointments to members of the Incorporated Law Society is correct. It is giving power to the Incorporated Law Society to prevent the Government appointing any particular member to an office, and it will afford an argument to opponents to the bill that the object is to make men join and pay yearly contributions to the Incorporated Law Society.—I am, dear sir, yours very truly, JOHN DAW.

Josiah J. Merriman, Esq.

County Court, Sunderland,
July 26th, 1870.

Dear Sirs,—I have conferred with the presidents of the Sunderland Law Society respecting your favour of the 23rd inst. and enclosures.

We approve of the bill in the main, and shall be glad to obtain an expression of opinion from the society, which we do not doubt would be in its favour when such a course is likely to assist the promoters.

There is one feature in the bill, however, which does not seem to be in accordance with the resolution. I mean that membership of the Incorporated Law Society should be a condition without which no attorney should be qualified to fill a judicial office. It may be very desirable to support the Incorporated Law Society, but the fact of rendering such support cannot be a test of "special ability and experience."—Yours faithfully, ROBT. K. A. ELLIS.

Messrs. Merriman & Co.

15, Sidney-street, Cambridge,
30th July, 1870.

Attorneys and Solicitors' Disabilities Bill.

Dear Sir,—There can be no objection to this bill whatever, though I much doubt if it will do much good, though it may a little.

Although a member of the Law Society myself I cannot see how membership of that body can be any qualification for any judicial or other appointment, as all that is required to constitute such membership is a subscription of £2 (or £1).—Yours faithfully, H. FOARD HARRIS.

Messrs. Merriman & Co.

Manchester Law Association,
Manchester, 2nd August, 1870.

Attorneys and Solicitors' Disabilities Bill.

Dear Sir,—I duly received your communication, which I will bring before our committee at its next meeting. I have shown your letter and the draft bill to the chairman and one or two other members of the committee, whose feelings appeared to be one of approval of the measure, but not of the required qualification of membership of the Incorporated Law Society, which they feared likely to subject the bill to a charge of invidiousness, and to lay its object open to suspicion.—I am, dear sir, yours truly,

SAML. UNWIN,
Josiah J. Merriman, Esq. Hon. Sec.

Newcastle-upon-Tyne and Gateshead Law Society,
42, Moseley-street, Newcastle-upon-Tyne,
2nd August, 1870.

Dear Sir,—I duly received your letter of the 23rd July, with a copy of the above bill.

I have not had any opportunity of bringing the matter before the standing committee of this society as yet, and I shall probably not have any such opportunity before October. I have, however, mentioned the subject to several of the members, who all approve of the project, and I have no doubt the committee generally will take the same view of the matter when it is brought before them.—Yours faithfully, THOS. GEO. GIBSON,

Josiah J. Merriman, Esq. Hon. Sec.

Incorporated Law Society of Liverpool,
14, Cook-street, Liverpool,
2nd August, 1870.

Dear Sir,—The Incorporated Law Society of Liverpool desire me to acknowledge the receipt of your communications of the 23rd ult. and 1st inst., with the suggested bill in draft, and to state that they await the action of the Incorporated Law Society upon their resolution of the 19th July, 1870.—Yours truly,

ALBERT T. WRIGHT,
Josiah J. Merriman, Esq. Hon. Sec.

8, Ship-street, Brighton,
August 2nd, 1870.

Attorneys' Disabilities Bill.

Dear Sir,—The Brighton Law Society is not at the present time in proper working order, and I cannot send you its opinion on this subject. For myself, I have long been of opinion that an end should be put to the monopoly by the Bar of all the smaller prizes of the profession.—I am, yours truly,

J. J. Merriman, Esq. J. W. HEWLETT.

Worcester and Worcestershire Law Society,
Worcester, August 3rd, 1870.

Attorneys and Solicitors' Disabilities Bill.

Dear Sir,—I certainly think it an anomaly and injustice to solicitors that the departments of solicitors to the Government offices should invariably be in the hands of barristers, and as far as the proposed bill provides that hereafter solicitors are to be included as eligible for such appointments, I approve of the measure. As regards county court judges I doubt the expediency of making solicitors eligible. It is often urged by members in Parliament that, seeing the increased importance of county courts, it is highly necessary that the appointment of county court judges should be given to barristers of greater ability and learning than those who now hold the office.

It would be advantageous to the public if the profession of attorneys could act as magistrates, as well stipendiary as ordinary. In the latter case he should be disqualified from acting as attorney in any criminal court of any kind. He would then be free from partiality as the present borough magistrates, who are generally tradesmen carrying on business in the town. One of the best chairman of county quarter sessions for Worcestershire was a retired attorney.—Yours faithfully, W. ALLEN.

Josiah J. Merriman, Esq.,
28, Queen-street, City.

Maidstone, 3rd August, 1870.

Dear Sirs,—I have received your proposed bill for repealing attorneys and solicitors' disabilities, and have perused it, and will bring it under the notice of the committee of the Kent Law Societies when they meet.

In the meantime I may say that on the 2nd clause I should anticipate a difference of opinion, though not upon the 3rd.—Yours faithfully, JNO. CASE,
Sec. Kent Law Society.

To Messrs. Merriman & Co.

COMMISSIONERS' FEES.

Sir,—Will you state in your columns—

1. What is the proper fee for a commissioner to administer oaths in chancery in England to demand and take for swearing a deponent to an affidavit, and for each exhibit (if any)?

2. What is the proper fee for a commissioner for taking affidavits in the Court of Queen's Bench at Westminster to demand and take for swearing a deponent to an affidvit, and for each exhibit (if any)?

The great difference which exists in different parts on this subject must be my excuse for troubling you.

W. M.

VESTRY MEETINGS.

SIR,—Will you permit me to make a short reply to "Inquirer," whose letter appeared in your last number?

The right of the minister to preside appears to be so undoubted a fact that, save by statutory exception, I cannot imagine any doubt existing. In Harding's "Handybook of Ecclesiastical Law," p. 192, he says—"You, being the minister of the parish, will have the right to preside at all vestry meetings held in the parish, whether they are held in the church or its vestry-room or elsewhere. Should you not be present a chairman is to be nominated by the persons assembled, and appointed by the plurality of their votes."

And I further refer "Inquirer" to the following extract from Archbold's "Parish Law":—"The minister of the parish—that is to say, the rector, vicar, or perpetual curate—if he be present, presides as chairman wherever the meet-

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ing is held (*Wilson* v. *Macmath*, 3 Phill. E. C. 87, 3 B. & Ald. 246 n.; *R.* v. *Doyley*, 12 A. & E. 139, 4 Burn. Ecc. Law, 9). But by statute 58 Geo. 3, c. 69, s. 2, in case the rector, vicar, or perpetual curate shall not be present, the persons assembled in pursuance of the notice already mentioned shall forthwith nominate and appoint, by plurality of votes, to be ascertained as hereinafter directed, one of the inhabitants of such parish to be the chairman, and to preside at the meeting. The chairman, and not the vestry, has the power of adjourning the meeting (*Reg.* v. *Doyley*, 12 A. & E. 139). But he must exercise the power so as to facilitate the business, else the Court of Queen's Bench may interfere by mandamus. Where the meeting is adjourned, no fresh notice of the particular business to be done is necessary (*Scadding* v. *Loarant*, 3 H. L. 418)."

Ringwood, Aug. 1. W. R.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 29.—The *Dublin City Voters Disfranchisement Bill* was read a second time.

The *Dividends on Stock Bill.*—The Commons' amendments were agreed to.

The *Settled Estates* (*Mansions*) *Bill* was read a third time and passed.

August 1.—The *Extradition Bill* was read a second time.

August 2.—The *Juries Bill* was reported as amended.

The *Statute Law Revision Bill* was read a second time.

The *Militia Acts Amendment Bill* was read a second time.

August 4.—The *Clerical Disabilities Bill* was read a third time and passed.

The *Real Actions Abolition* (*Ireland*) *Bill* was read a second time, the Lord Chancellor explaining that it abolished antiquated forms of action which had been abolished in England many years ago.

The *Turnpike Act Continuance Bill* passed through committee, a proposal by Earl Powis to omit clause 12 as throwing on the county rate the maintenance of a number of ill-built bridges, having been negatived.

The *Matrimonial Causes and Marriage Law* (*Ireland*) *Bill* was read a second time.

The *Juries Bill* was read a third time and passed.

The *Statute Law Revision Bill* passed through committee.

The *Dublin City Voters Disfranchisement Bill*, the *Army Enlistment Bill*, and the *Extradition Bill* were read a third time and passed.

The *Life Assurance Companies Bill.*—The Commons' amendments were agreed to.

The *Larceny Advertisements Bill* was read a second time.

HOUSE OF COMMONS.

August 2.—The *Foreign Enlistment Bill.*—The Attorney-General moved the second reading. He explained that the Government did not undertake and never had undertaken in former wars to prohibit the exportation of contraband of war. The exportation of contraband of war was not prohibited by the existing Enlistment Act, nor, strictly speaking, by the Queen's proclamation. No proclamation of the Queen could constitute that an offence against an Act of Parliament, or the law of the land, which was not an offence before. The proclamation warned her Majesty's subjects, first, against the breaking of blockades, and, secondly, against the supplying of contraband of war; but the consequence of disobeying these injunctions of the Queen were pointed out to be a liability to hostile capture. That was the liability, and the only liability which is pointed out in the proclamation. The Government had not undertaken to prevent vessels from breaking the blockade, nor to prevent the exportation of contraband of war; but they said to any man who started with a vessel intending to break the blockade or to supply contraband of war to a belligerent—"You do it at your own risk; you will be subject to capture, and the Queen will not interfere for your protection." That was the consequence of which those people are warned who contravene the provisions of the Foreign Enlistment Act. He thought it well that this should be generally understood, because many complaints were made against the Government for not preventing the exportation of coal, of horses, of a variety of articles which might or might not be contraband of war. During the Crimean war, for example, Belgium and Holland supplied Russia with large quantities of arms, but we did not treat that as a breach of neutrality. Again, during the American war large quantities of arms, ammunition, and other contraband of war were supplied by us both to the Federals and the Confederates, but although the former complained of us for having allowed the Alabama to escape, they made no complaint that we did not undertake to prevent the exportation of contraband of war. They merely captured the vessels when they could catch them. Therefore, provisions to prevent the exportation of contraband of war were not to be found in this bill any more than they were to be found in our existing Act or in the American Act. This, however ought to be known. If it be shown that a vessel carrying coal or any other contraband article is so far in communication and correspondence with the fleet of either belligerent as to form a part of it, or acts as a tender to ships of war, such vessel will run the risk of being captured and forfeited as a store-ship in the service of the enemy. It was true that under the Customs Consolidation Act the Queen might stop the exportation of arms by an Order in Council, but that provision had never been enforced except when we ourselves were actually engaged or were on the point of engaging in war. This bill went beyond any statute law passed in any country for the purpose of enforcing neutrality. If we had merely considered the strict measure of international duties which might have been forced upon us, probably we should not have gone so far; but the bill had been prepared for the sake of ourselves and of our dignity rather than in order to satisfy any demands which might be made upon us by foreign countries. Although some of its provisions against reckless and unscrupulous traders might be stringent, none would interfere with the objects of legitimate commerce.—Mr. Vernon Harcourt said it would have been better if the preventive portion of the bill had been enlarged, and that so much had not been made of the punitive portion, because punishment was useful only as a deterrent, but prevention was of far greater consequence. Besides, if great weight was placed upon the punitive portions of the bill, foreign powers would be continually complaining of our not prosecuting sufficiently. The action of a jury, too, was necessary in the case of punishment, and juries might be unwilling to give a verdict against a prisoner. He regretted the bill had not been introduced earlier, that it might be revised by a select committee. Among other things he noticed with regret that the power held by the Executive to dispense with the operation of the Foreign Enlistment Act had not been dispensed with. This power would enable a Government, as was said by Canning, "to sneak the country into a war which they had not the courage to declare"—a most dangerous power for any Government to possess. As regards clause 5, he agreed that we should not control foreigners as regards their object in leaving this country. Clause 6, which proposed to punish those who induced others to enlist in a foreign army, was a very useful one, and was directed against crimps and others who got hold of innocent sailors, and when they got them to sea endeavoured to persuade them to sign articles. That clause, however, concluded by a singular paragraph, to the effect that if a man taken abroad should ultimately enlist in a foreign service it should be deemed conclusively that he quitted her Majesty's dominions with the intent to accept an engagement in the military or naval service of such foreign state. The clause would be sufficiently strong without that paragraph. The 8th clause had reference to the illegal building of ships, and was open to considerable difficulty. If the Government took upon itself to forbid the building of vessels of any particular description they would make themselves responsible for every keel laid in this country, and the representatives of foreign nations would be constantly urging them to interfere in a matter calculated to materially check our shipbuilding trade, on the ground that nearly every vessel that was being built might be intended for a purpose adverse to the interests of the country in whose service they were. All that was necessary in order to carry out the intention of the measure was to prevent the despatch of the vessel when built, and not to prevent it being built, and he thought that that object was fully provided for by another clause in the bill. Under clause 7, which supplemented the provisions of clause 6, if any American were to leave this country for America by one of the Cunard Company's ships, and were subsequently to enter the service of any of the States of South America, the captain of the ship so carrying him would be liable to

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two years' imprisonment. That would be stretching the law to a most injudicious extent.—Sir Roundell Palmer was glad that the House was so nearly agreed upon the importance of and the necessity for passing this measure. It was most desirable that the statement of the Attorney-General that a nation was not bound by international law to legislate upon this subject, should be thoroughly understood and generally known. In fact, it was only in this country and in the United States that such legislation had occurred, although no doubt in many Continental nations there were elastic powers in force which enabled the various governments to deal with cases of the description referred to in the bill when they happened to arise. All subjects of the country owed to the Government the duty of being neutral when the State was neutral, and it was the duty of the State to arm itself with powers to repress any attempt on the part of private citizens to oppose the public will to be neutral. But the House would not take from the Crown the power of granting a licence to do any acts which under the Foreign Enlistment Act would be illegal if done without the licence of the Crown; to legislate to deprive the Crown of the power of taking a single step of that kind, without going to war altogether, would be imprudent and foreign to the purposes of the present bill, for there might be many cases in which it would be inexpedient to enter upon war, though the State did not assume an attitude of strict neutrality. A matter of high policy of that kind ought not to be dealt with by a side-wind in such a bill as the present. The fifth clause related to persons leaving this country to enlist in the service of a belligerent whose subjects they were not, and if it were expedient to retain such a clause, it was also expedient that the Crown should have the power of relaxing its operations. And so with regard to the important case of ship-building, if a power of relaxation was not given to the Crown, there would be involved in the penalties of the bill any person who took a contract to build a ship before the commencement of war, and yet might be willing afterwards to go to the Government and ask for a licence, undertaking at the same time, not to allow the ship to leave the country. With regard to the seventh clause, they must consider not merely the case of the solitary American alluded to by Mr. Vernon Harcourt, but must look to the larger case. There was in this country a great number of foreigners of various nations, and it could not be maintained that the principle of neutrality would be observed, if a recruiting sergeant were allowed to go through the country to enlist persons for the service of a foreign State of which they were not the subjects. With regard to the clause respecting illegal ship-building, he was of opinion that if the power conferred by that clause were not given the bill would be emasculated. He thought it of infinitely greater importance that all ship-builders and traders in this country should obey the law with respect to the neutrality of their country than that they should have a few contracts on their hands more or less.—The bill was read a second time.

Aug. 2.—*The New Courts of Justice.*—Mr. Ayrton said the Acts authorising their erection contemplated that the whole undertaking should be completed for a sum of £1,500,000. The Treasury had to consider this matter in order to reduce the cost within reasonable limits. Last year it was shown to be unnecessary to spend such an enormous sum as £3,250,000, and this year, at the request of the Chancellor of the Exchequer, he had communicated with all the parties concerned in order to see whether the scheme could not be executed within the limits of the sum originally sanctioned by Parliament. The sum voted for land had then been exceeded, but nothing had been done in reference to the building. All attempts to improve the site failed, because he was not possessed of compulsory powers, but the efforts made to improve the building were successful, and ultimately a radical change was effected in the plan, by which Mr. Street was enabled to adjust the building to the ground. The Royal Commissioners had then to be consulted; they had arranged what departments might be accommodated within the block of buildings, and the architect felt satisfied that he would be able to mature his design so that provision should be made for bringing together all the offices which were immediately concerned in the administration of justice in the Superior Courts. He had no reason to doubt that within a few days the Government would obtain that acquiescence by the Royal Commissioners which was required by law, and then they would be in a position to proceed with the building. A present vote of £21,450 was needed to provide the sum required to clear the ground and lay the foundation, while as to the building money, an account would not be required before the commencement of the next financial year. He therefore hoped that the building would proceed under such conditions as to give a reasonable security that the prescribed sum would not be exceeded.—Mr. G. Gregory was glad that at last they were about to commence a building for which there had been an agitation during more than thirty years. It was true that the estimate for the land had been exceeded, but considering that the land taken was in the centre of London, and recollecting the amount of the purchase-money, the increase was not a large one. With respect to the plans, the contemplated fusion of the Courts of Law and Equity could not be carried out until the proposed accommodation had been supplied, and he therefore hoped that, when this work was commenced, it would be energetically and successfully prosecuted.—Mr. Whitwell asked whether, by this vote, the sanction of the House would be given to all the arrangements, including the approaches.—Mr. Alderman Lawrence said the building now proposed stood much nearer to the Strand than in the former design. If the present plan were carried out the building would not be seen to advantage, nor would the approaches be anything like sufficient for the accommodation of the public.—Mr. Beresford Hope said the accommodation in front of the building varied from thirty feet to eighty feet between the building and the Strand; the larger spaces being between projections, which would afford ample shelter for carriages and loiterers. If it were found by experience that more space would be required, the south side of the Strand could be rebuilt for the purpose, and the sooner that was done the better, whether more space were needed or not. The advisability of opening up the great arteries of London was agreed on by all; but the requirements of the public in respect of the law courts had been greatly exaggerated; and he did not believe the traffic in the Strand would be increased by them to any extraordinary extent.—Mr. Ayrton explained that the question of approaches was in no way connected with the vote under discussion which would bind the committee only to the block plan.—Mr. Dillwyn complained of the great expense attending the purchase of this site. The vendor's costs amounted to £36,000; surveyor's charges, £8,000; legal expenses, £8,000; accountants' clerks, £3,000, and preliminary expenses, including the Royal Commission, £17,000.—Mr. G. Gregory defended these charges.—Mr. Jessel hoped the unappropriated space within the building would be devoted to a court of appeal.—Sir J. Lawrence thought that light and air had been sacrificed to economy in the designs for the new law courts.—Mr. Ayrton observed that the fact was exactly the contrary. The office of Works had rejected the plans sanctioned by the Royal Commission on the ground that they gave less light and air.

August 3.—The *Married Women's Property Bill.*—Consideration of the Lord's amendments.—Mr. Russell Gurney said that the bill, as it had come down from the House of Lords, was an entirely new measure. At the same time, since a complete remedy had been provided by the other House for the most glaring hardships of the existing law, as bearing upon the poorer classes, he would suggest that the bill should be accepted in its present form, with a few alterations.—The Lord's amendments were then agreed to with some unimportant modifications.

The *Foreign Enlistment Bill.*—Committee.—Mr. Norwood said that under the circumstances the Government ought not to do more than re-enact the present law with such amendments as might be necessary to meet cases like that of the Alabama. The bill was too stringent. He objected to the change of jurisdiction. Under the old Act it was the Court of Exchequer that had jurisdiction. It was now proposed that the duty of deciding upon the forfeiture of a vessel should be given to the Court of Admiralty, which did not enjoy the confidence of the public. He objected to giving power to any one judge, without the aid of a jury, to try the question of forfeiture, involving, as it did, the intent of the person who fitted out the ship. That was a point which ought to be determined by a jury, and not left to the decision of any one man.—Mr. Vernon Harcourt said a complaint had been made that this bill did not go far enough, that it only prohibited the exportation of ships of war, and not contraband articles generally. Take the case of the United States, who were famous for neutrality. The President had stated a few years ago that it was the traditional and

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settled policy of the United States to maintain impartial neutrality; but that, notwithstanding the existence of hostilities, the citizens of the United States retained their original right to continue all their pursuits by land and sea, at home and abroad, subject only to the law of nations. That, in pursuance of this policy, the laws of the United States did not forbid their citizens to sell to either of the belligerent powers articles contraband of war, or to take munitions of war or soldiers on board their private ships for transportation; that the citizens of the United States had sold gunpowder and arms to all buyers without distinction; that their transports had been employed by England and France in conveying munitions of war and bringing home wounded soldiers; and that that involved no interruption of the friendly relations between the Governments of the United States and Russia. Such was the message of the President, and it was to be observed that it went beyond the permission which was given to English subjects, because in our Foreign Enlistment Act the transport of troops and munitions of war to foreign belligerents was forbidden. Her Majesty's Government, in declining to extend the scope of the bill, not only acted upon a principle conformable to the law of nations, but were justified by the practice of those States which had been most careful to observe neutrality.—Mr. Jessel said that in this country there was a large number of tribunals which decided upon matters of the greatest importance without a jury. He believed that questions involving three-fourths, at least, of all the property brought before the courts were finally adjudicated upon by single judges without the assistance of a jury. He was very sorry to hear quoted in that House as law the message of any President of the United States. Such messages were generally party productions, made and issued for party purposes, and with a view to the exigencies which might call them forth. As a question of policy as well as of law, that message was of no authority for us. If Parliament wished now to give powers which, to some extent at least, exceeded those hitherto claimed by the Government, it must be admitted that, as the world went on, modifications in what was called the law of nations were admissible.—The Attorney-General said Mr. Norwood had objected to the substitution of the jurisdiction of the Court of Admiralty for that of the Court of Exchequer. He had some experience in this matter, and he believed that proceedings in the Court of Admiralty would be speedier, simpler, cheaper, and in every respect preferable.—Clauses 1, 2, and 3 were agreed to.—Clause 4 (Penalty for enlistment in service of a foreign State).—The Attorney-General proposed to omit the words "not being a British subject within her Majesty's dominions," with a view to confine the prohibition to accept a commission, or military or naval engagement, from a foreign State to British subjects.—Agreed to.—The Attorney-General also amended the clause so as to prohibit any person, whether British subject or foreigner, from inducing another to take service in a foreign State.—Clause 5 (Penalty for leaving her Majesty's dominions with intent to serve a foreign state) agreed to with verbal amendment and the omission of its last paragraph.—In clause 6 (Penalty on embarking persons under false representations as to service) the words "fine and imprisonment" were substituted for "fine or imprisonment"; and, at the suggestion of Mr. Vernon Harcourt, the latter part of the clause was expunged.—Clause 7 agreed to with verbal amendment.—Clause 8 (Penalty on illegal shipbuilding and illegal expeditions). The Attorney-General added at the end of the clause the following:—"Provided that a person building, causing to be built, or equipping a ship in any of the cases aforesaid, in pursuance of a contract made before the commencement of such war as aforesaid, shall not be liable to any of the penalties imposed by this section, in respect of such building or equipping, if he satisfies the conditions following (that is to say):—(1.) If forthwith upon a proclamation of neutrality being issued by her Majesty he gives notice to the Secretary of State that he is so building, causing to be built, or equipping such ship, and furnishes such particulars of the contract and of any matters relating to, or done, or to be done, under the contract as may be required by the Secretary of State. (2.) If he gives such security, and takes and permits to be taken such other measures, if any, as the Secretary of State may prescribe for insuring that such ship shall not be despatched, delivered, or removed without the licence of her Majesty until the termination of such war as aforesaid." On clause 9 (Creating a legal presumption as to a ship built for a belligerent that it was built with a view to being employed in its naval or military service) Mr. Vernon Harcourt said it was a very strong thing to seek to create by enactment a presumption in a criminal proceeding.—The Attorney-General said the clause was an important one, for although proof might be given in a court which amounted to a moral certainty, there were some judges—and he was not blaming them—who would say to the prosecution, "You have not sufficient legal evidence; you have not adduced the proof which is required by law, and therefore the defendant must be acquitted." This description of legislation was by no means new. It had been adopted in the case of government stores and in other cases with great advantage. Supposing you proved that the builder had taken an order to build a ship for a country at war, if you went a step further and proved that the ship had actually been employed in war you had a *primâ facie* case against the builder. Then what was the hardship on him? Could he not easily prove the circumstances under which he had taken the order? Were ships ever built without written contracts? If a ship were built without such a contract, that fact of itself raised a strong presumption against the builder. The object in view was very important, and he hoped the committee would agree to the clause.—Mr. Russell Gurney admitted that the object in view was of great importance, but it was not unimportant that an innocent man should not be convicted. He thought that the stringent provision of the clause ought not to be confined to cases of forfeiture of ships in which the builder of the ship could be examined. In a criminal proceeding against himself his mouth would be closed.—Mr. Rathbone thought a fair solution of the difficulty might be found in giving the builder himself power to give evidence. He thought innocent persons were not likely to be proceeded against under this bill, and it would be better to err on the side of giving very stringent powers to the Court than on that of leaving an opening for disastrous breaches of the laws of neutrality.—Mr. James said the clause was too stringent.—The Solicitor-General said there could not occur one case out of a thousand in which the builder of a ship would have the smallest difficulty in proving the circumstances of the contract.—Mr. Russell Gurney moved, as an amendment, the insertion of the words, "except in criminal proceedings," his object being to except from the operation of the clause cases in which the builder was put on his trial.—The amendment was rejected by a majority of 73 to 26, and the clause, after verbal amendments, was agreed to.—Clauses from 10 to 18 inclusive were agreed to.—On clause 19 (Admiralty Jurisdiction) Mr. Norwood objected to the transfer of the jurisdiction under this bill from the courts of common law assisted by a jury to a single judge of the Court of Admiralty. He moved the rejection of the clause.—Mr. Staveley Hill supported the amendment.—Mr. Vernon Harcourt said the new system created by this bill required to be placed under a new jurisdiction. The Court of Admiralty, having to decide questions of prize in time of war was the best fitted to determine questions of neutrality. If this clause were omitted, the Royal Commission would have sat in vain.—The Attorney-General considered this the most important clause in the bill. Foreign governments would not be satisfied if questions arising under the bill were allowed to be determined by a jury. His experience of the Court of Exchequer in determining questions of this kind had led him to believe that it was desirable that the present jurisdiction should be changed.—The clause was carried by a majority of 105 to 14.—Clause 21. On the question whether it was wise to give power to every officer holding a commission in the navy to stop a vessel, subject to the control of his superior officer, the Attorney-General stated that the clause had been taken verbatim from the Merchant Shipping Act.—The clause was agreed to, as were also the remaining clauses, several matters being left over for consideration on bringing up the report.

July 29.—The *Petty Sessions Clerk Ireland Act* (1858) *Amendment Bill*, the *Matrimonial Causes and Marriage Law* (*Ireland*) *Bill*, and the *Real Actions Abolition* (*Ireland*) *Bill*, passed through committee.

The *Burials Bill* was withdrawn, Mr. O. Morgan announcing it to be his intention to bring in a similar bill next session.

August 4.—The *Ecclesiastical Titles Act Repeal Bill*.—Mr. Newdegate opposed the second reading.—Mr. Jessel,

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Mr. T. Chambers, and Mr. McLaren also opposed it.—Mr. Bernal Osborne supported the bill.—Mr. Bruce said the Government thought the bill, as originally framed by them and introduced into the House of Lords, would do its work quite as effectually as the amended bill, while it would be much less offensive, and they, therefore, proposed in committee to restore the bill to its original shape, which simply abolished a penalty that was never enforced. It was inexpedient to keep upon the statute-book an Act which had never been carried out.

The *Foreign Enlistment Bill*.—Consideration of bill as amended.—The Attorney-General obtained the omission of clause 11, explaining that, although the Royal Commissioners had made a recommendation to the effect of this clause, they did not intend that it should be embodied in an Act of Parliament, but that it should be carried out under the Queen's regulations. The Governor of a colony would, under this clause, have to determine whether a ship entering his ports was illegally fitted out or not; and this was enough to show that the object the commissioners had in view could not be carried out by an Act of Parliament. It was intended, instead, to advise colonial Governors of the escape of any illegally-fitted vessel.—A new clause was also introduced by the Attorney-General, limiting the term of imprisonment to two years.—The third reading was then fixed for August 5.

The *Enclosure Bill* was withdrawn.

The *Stamp Duties Bill* passed through committee.

OBITUARY.

MR. T. TILLEARD.

The profession and the public have sustained a heavy loss in the recent death of Mr. John Tilleard, of Tilleard, Son & Co., Old Jewry, some time solicitors to the South Eastern Railway Company. Mr. Tilleard was born in August, 1793, was articled in April, 1814, and in May, 1819, on the expiration of his articles, commenced business in partnership with another gentleman. While still an articled clerk he had had the conduct of a very heavy business. In August, 1823, Mr. Tilleard's partnership was dissolved, and about 1825 he found himself in large and important practice in London. In September, 1836, he took his son into partnership; and in the autumn of 1845 the firm, under its then style of Tilleard, Freeman & Co., became solicitors to the South Eastern Railway Company. The firm as now constituted was formed in 1857. Mr. Tilleard's membership of the Incorporated Law Society dated from 1832; he was also a member of the Solicitors' Benevolent Association and other similar institutions. In 1827 he became an original shareholder in the "London University." These are the dates which mark the progress of Mr. Tilleard's professional career; but we should do his memory a great injustice if we added nothing more. He launched himself into large practice at the very outset of his career, and this success was entirely due to his natural qualifications, and the perseverance and integrity with which he improved his talents. He possessed in an unusual degree those qualities of energy, accurate knowledge of commercial law, and prompt, sound judgment which commercial men need in a legal adviser. His courtesy and kindness to his fellow-lawyers, old and young, small and great, are well known. It is now some time since he ceased to take an active part in the business of the firm of which he was the head, but as a man esteemed by a wide circle within and without the pale of the profession, his loss will be deeply felt.

MR. G. HODGKINSON.

Mr. George Hodgkinson, solicitor, late of Wirksworth, in Derbyshire, died on the 25th of July, at Kirkby-in-Ashfield, Notts, in the sixtieth year of his age. He was certificated in 1831, and for many years filled the office of clerk to the magistrates of the Wirksworth division.

Mr. Francis Webb, barrister-at-law, has received the freedom of the City of London.

Mr. F. F. Giraud, solicitor, of Faversham, Kent, is a candidate for the town-clerkship of that borough, rendered vacant by the appointment of Mr. S. G. Johnson to be town clerk of Nottingham. Mr. F. G. Gibson, solicitor, of Sittingbourne, is also a candidate.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT of the COUNCIL submitted to the General Meeting of the Members on July 19, 1870.

(*Continued from page* 804.)

OBLIGATION OF ATTORNEYS TO PROCEED WITH THE CONDUCT OF SUITS WHICH THEY HAVE ONCE COMMENCED.

In March last, the Lords of the Committee of the Privy Council found it necessary to make some observations with reference to the neglect of a solicitor to prosecute an appeal case in which he was concerned for the appellants, although sufficient funds had been placed in his hands by his client for that purpose. These observations, which were afterwards printed by order of the Judicial Committee, comprised the following statement—viz., "That it is the duty of a solicitor who has once undertaken to conduct a cause to carry it to a conclusion, and he cannot refuse to do that duty by reason of the client not having complied with any application that may have been made to him."

It appeared to the council that this remark was calculated to have a most prejudicial effect upon the numerous solicitors who practice as agents in Indian and colonial appeals before the Judicial Committee, and without reference to the merits of the particular case which seemed to have called forth these observations from the Committee, the council considered it their duty, on behalf of the profession, to make a representation to the Privy Council on the subject.

The council accordingly addressed a letter to Mr. Reeve, the Registrar, stating that, with the greatest respect for their Lordships, they ventured to think that the above proposition was stated thus broadly, and without qualification, through inadvertence, and not with the intention that it should be promulgated as a formal judgment; for it appeared to the council that there is no rule better established than that an attorney is not bound to proceed in a case unless he receives adequate advances from time to time for necessary disbursements, and upon reasonable notice to his client; and they referred to several reported cases upon the subject.

The council also stated that they were induced to make this communication because they believed that if the observations in question were circulated in India and the colonies, it would place solicitors practising before the Judicial Committee in a position of considerable embarrassment, and lead to disappointment on the part of the suitor.

The council shortly afterwards received a very courteous answer from the Registrar, to the effect that he had been authorised by the Lords of the Privy Council who were present at the time, to state that the observations in question were not intended to have any judicial authority, nor were they made with the intention that they should be promulgated as a formal judgment of the Privy Council, nor had they been so promulgated; that the remarks did not enter into the determination of any judicial matter, but were merely a personal admonition addressed to a solicitor, and had reference to the peculiar circumstances of a case in which, after having obtained a final order in the appeal, the solicitor had abstained from drawing up the order.

REGISTRATION OF NAMES AND RESIDENCES OF PRINTERS, PUBLISHERS, AND PROPRIETORS OF NEWSPAPERS.

The attention of the council has been directed to the very serious mischief that may arise from what appears to have been the unintentional operation of an Act passed last session (32 & 33 Vict. c. 24). In the schedule to that Act, of the Acts to be repealed, there is included the 6th section of 6 & 7 Will. 4 c. 76, whereby it was enacted that no person shall print or publish a newspaper until a declaration has been delivered to the Commissioner or Distributor of Stamps, setting forth certain specific matters, including the title of the paper, and the names and residences of the printer, publisher, and proprietor. It does not appear that any complaints have been made by any printer, publisher, or proprietor of the operation of this section as harsh or oppressive; and experience, in fact, shows that it is of great public utility, as affording a ready means to persons seeking redress for injury done by newspaper articles, of ascertaining who are the responsible proprietors of the offending papers.

The effect of the repeal of this provision is that a person injured by a newspaper article has two difficulties to contend with before he can obtain redress. He must first ascertain who is the proprietor of the paper, and then he

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must obtain legal evidence of the fact. The printer whose name appears on the paper is often a man of insufficient means, and therefore not a person to sue for damages, and he is not the proper person against whom criminal proceedings should be directed. Two very notable instances of this inconvenience have recently occurred, which it is unnecessary to refer to here.

The council thought it proper to address a communication to the Secretary of State for the Home Department on the subject, and he has informed the council that the matter has been referred to the Attorney-General.

Law Reporting.

The members will recollect that this society made an advance of £142 17s. towards the preliminary expenses of organising and carrying into effect the new system of reporting.

In February last, a communication was received from the Council of Law Reporting, inquiring whether the society regarded this advance as an existing debt, which they required to be reimbursed. The council having taken the subject into consideration, informed the Council of Law Reporting, that at the time of the advance, the council certainly did anticipate repayment, but that they were willing to accept the suggestion made by the Council of Law Reporting, that as the amount had been spent in the interests of the profession, and for a public object, this society would not require its repayment. It may be mentioned that the societies of the Inner and Middle Temples and Lincoln's Inn made similar loans, and that they, in like manner, have released them, in order to facilitate the operations of the Council of Law Reporting.

Matters relating to Attorneys.

The council regret that there has been no diminution in number of communications made to this society regarding the misconduct of attorneys and solicitors. One of the cases in which it was found necessary to apply to the court, seems to require special notice. The Court of Common Pleas made a rule absolute to strike the name of the attorney off the roll after a lengthened inquiry before the Master, who found that the attorney had been in the habit of entering most extensively into open contracts for the purchase of land fraudently, and with no *bonâ fide* intention to complete them, but with a view to extort money from the vendors, by raising difficulties which they would be unable to remove. The attorney adopted a settled form of correspondence calculated to draw persons not well versed in such matters into unconditional contracts, in order that he might afterwards obtain compensation for their non-fulfilment. The Master also found that in some of the cases referred to him the steps taken by the attorney were in pursuance of a systematic course of fraud, and that the objections raised were either wholly untenable, or purely technical, and not raised for any *bonâ fide* object.

The council have, with a view of protecting the public and the profession, taken great pains in bringing this matter to the notice of the Court, and they trust that the publicity given to it by the press will prevent future attempts of a similar character from being successful.

Since the last annual meting the names of six other attorneys have been removed from the roll at the instance of the society, and of the applications of four attorneys for restoration to the roll, three have been successfully opposed. The council have also, in discharge of their duty, opposed numerous applications for the renewal of certificates to practise, and in many instances substantial fines have been imposed.

Usages of the Profession.

The council have given their opinion upon the following questions since the issue of their last report, viz. :—

Costs of filing a certificate of acknowledgment, and affidavit, and obtaining office copy certificate; as to disclosing a defect in a title under special circumstances; preparation and delivery of abstract of title of mortgage policies; mortgage costs; costs of lease and counterpart (local custom); as to usual covenants and provisoes in a lease; costs of perusal, examination, and execution of a deed of covenant under a particular condition of sale; costs of deed of indemnity.

Lectures and Classes.

The number of subscribers to the lectures was 210 and to the classes 75, being, in both instances, a material increase.

The names of the lecturers and readers are—

Mr. Howard W. Elphinstone, of Lincoln's Inn—Conveyancing and the Law of Real Property.

Mr. Fitzroy Kelly, of Lincoln's Inn—Equity.

Mr. H. M. Bompas, of the Inner Temple—Common Law and Mercantile Law.

The Preliminary, Intermediate, and Final Examinations.

The result of the examinations is as follows :—

Preliminary Examination.—In July, 1869, 111 candidates passed, and 38 were postponed; in October, 205 passed, and 51 were postponed; in February 1870, 217 passed, and 41 were postponed; and in May last, 182 passed, and 44 were postponed.

Intermediate Examination.—In Michaelmas Term 1869, 161 candidates passed, and 24 were postponed; in Hilary Term 1870, 138 passed, and 17 were postponed; in Easter Term, 153 passed, and 14 were postponed; and in Trinity Term 119 passed, and 32 were postponed.

Final Examination.—In Michaelmas Term 1869, 113 candidates passed, and 7 were postponed; in Hilary Term, 1870, 99 passed, and 16 were postponed; in Easter Term, 94 passed, and 12 were postponed; and in Trinity Term 153 passed, and 12 were postponed.

Affairs of the Society.

The council are happy to inform the members that the alterations in, and additions to the building are now complete, and that it will no longer be necessary to deprive the members of the use of the hall during the numerous examinations which take place every year. A very handsome and commodious hall is now provided for examinations and lectures, and for any other purpose which may be thought expedient. The works have been very satisfactorily completed under the superintendence of Mr. P. C. Hardwick, and the additional accommodation may be described as follows :—

The basement, in addition to certain offices appropriated to the club, comprises about forty strong rooms : these are fire-proof rooms, similar to those in the basement of the old building.

The ground floor is occupied by the club, and it consists of a new coffee room, in substitution for that which has been removed; a drawing room and a smoking room; also a still room, and other necessary accommodation. Access can be obtained to these rooms from the entrance in Bell-yard, which has been very considerably enlarged and otherwise improved, as well as from the old hall. Almost the whole of the first floor of the new building is occupied by the new hall, capable of accommodating about 200 students, in a much more convenient manner than hitherto. There is also a private room for the examiners. The new hall is approached by a separate staircase from Carey-street. There is also an entrance on the staircase which leads up from Bell-yard.

The second floor comprises apartments for the resident clerk, and rooms for the deposit of the society's papers.

The council having, at the special general meeting of the members in February, 1869, obtained the approval of the society to the proposed additions and improvements, have now great pleasure in reporting their satisfactory completion.

482 volumes have been added to the library by donations and purchases since the last general meeting.

The donations of books have been made by the corporation of London and the following gentlemen :—J. M. Davenport, Esq., J. F. Pattison, Esq., Messrs. Bower and Cotton, J. Rae, Esq., Messrs. Trübner, Rt. Hon. E. Hammond, J. H. Hearn, Esq., B. Harcourt, Esq., C. M. Clode, Esq., S. E. Donne, Esq., C. H. Collette, Esq., H. J. Castle, Esq., H. Young, Esq., A. Heales, Esq., T. M. Dempsey, Esq., J. T. Treherne, Esq., F. R. Parker, Esq., F. R. Syms, Esq.

Prints of some of the local and personal, and private Acts of Parliament passed in the session of 1869, have been presented by the parliamentary agents, and the residue have been purchased.

The Colonial Office and India Board have continued to supply prints of the Acts passed in the colonies and Indian presidencies.

The council have, at the request of the members, considered a system of convenient reference to the catalogue, whereby the position of the books on the shelves can be ascertained. They have adopted the system which they consider most convenient, and if it should be found to work well

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it will be continued. The numbers now on the shelves are no doubt unsightly, but they are merely affixed for temporary use.

The council have to announce with unfeigned regret four vacancies on their board, three occasioned by the death of their highly esteemed colleagues, Mr. Edward Savage Bailey, Mr. William Sharpe, and Mr. Robert Wilson, and one by the resignation of Mr. Joseph Maynard on his retirement from the profession, of which he has long been an eminent member.

Mr. Bailey and Mr. Sharpe were both members of the council for many years; both in their turn have undertaken the office of president. Mr. Bailey's excellent management as Chairman of the Finance Committee for a long period has entitled him to the grateful recollection of the society, and his kind and amiable disposition will long remain in the remembrance of those who had the advantage of his acquaintance.

Mr. Sharpe represented a large agency office in London; he was always a staunch supporter of the interests of the profession, and devoted himself most laboriously to the duties which devolved on him.

Mr. Robert Wilson was a member of the council for a short time only, but his loss is much to be deplored, as his high legal attainments gave great weight to his opinions on the council. It had been hoped that temporary relaxation from severe professional labours would have restored Mr. Wilson to health, and his friends were scarcely prepared for the sad announcement of his death.

Mr. Maynard, notwithstanding his numerous important professional engagements, zealously discharged all the duties of president during his year of office; and though unable to give his regular attendance at the meetings of the council, he was always ready to place at the disposal of his colleagues the results of his large experience and sound judgment.

The number of members of the society has now reached 2,379—viz., 1,746 residing in town, and 633 in the country, being an increase of 147 since the last annual meeting.

The auditor's report is open for the inspection of the members.

SOLICITORS BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 3rd inst.; Mr. Shaen in the chair. The other directors present were Messrs. Field, Hedger, Rickman, and Smith. (Mr. Eiffe, secretary).

Grants of assistance, amounting in the whole to the sum of £70, were made to several necessitous cases, and a sum of £300 was ordered to be added to the invested capital.

The ensuing autumn general meeting of the association was appointed to be held at Bristol on the 12th of October next, and other general business was transacted.

SOCIAL SCIENCE CONGRESS.

The preparations for the annual congress at Newcastle-on-Tyne on the 21st of September next are progressing satisfactorily. The special questions for discussion have been selected, and in the jurisprudence department are as follows:—

Municipal Law Section.

1. Ought railway companies to be liable to an unlimited extent for the acts of their servants, and is it desirable to impose any check on fraudulent claims?

2. Is it desirable to establish tribunals of commerce, and if so, with what powers?

3. Would the local administration of criminal justice be improved by the appointment of additional stipendiary magistrates, and the enlargement of the jurisdiction of quarter and petty sessions?

Repression of Crime Section.

1. In what manner may the provisions of the Habitual Criminal Act and its administration be improved?

2. Is the working of the Prisons Act, 1865, satisfactory, specially with reference to productive prison labour?

3. What measures may be adopted with a view to the repression of habitual drunkenness?

The President of the association is His Grace the Duke of Northumberland, and the President of the Jurisprudence Department the Hon. Lord Neaves, one of the Judges of the Scotch Court of Sessions. The Vice-Presidents of the departments are Joseph Brown, Esq., Q.C.; Mr. Serjeant Cox, Deputy Assistant Judge of Middlesex, Recorder of Portsmouth; The Right Hon. T. E. Headlam, Q.C., M.P.; Robert Ingham, Esq., Q.C.; and W. Digby Seymour, Esq., Q.C., Recorder of Newcastle. Sir Walter Crofton, C.B., will preside over the Repression of Crime Section. The question of the relations between England and her colonies it is expected will be again discussed. The presidents of the other departments are:—Education, Dr. Lyon Playfair, C.B., M.P.; Health, Robert Rawlinson, Esq., C.E., C.B.; and Economy and Trade, Sir William Armstrong, C.B., F.R.S. The local arrangements for the Congress augur a large and influential gathering.

THE TWENTY-FOURTH REPORT OF THE LUNACY COMMISSION.

The Commissioners in Lunacy have presented to the Lord Chancellor their Twenty-fourth Report, which, in consequence of the disclosures made during the year with regard to the treatment of the insane, will be read with an unusual degree of interest. It records five cases of death from fractured ribs, in one of which the injuries were inflicted in the Chorlton Workhouse; four cases of fatal scalding by baths—two in asylums, two in workhouses; three cases of suicide in asylums from gross neglect; and two cases of serious assault by asylum attendants (one producing fractured ribs) that did not terminate fatally. In the fatal cases of rib fracture, the nature of the injury seems only to have been discovered in some almost fortuitous way; and the details that are given cannot fail to excite suspicion that such injuries might easily escape notice altogether. About their causes there can be no doubt. The Commissioners do not even refer to the fragility hypothesis; and speak plainly enough about the consequences of overgrown asylums, of paucity of attendants, and of inadequate supervision. They also place on record that, during the year 1869, out of 88 male attendants dismissed from various asylums, 35 were dismissed for assaults upon patients; and that 11 out of 34 female attendants were dismissed for violence or rough usage. And they dwell, with perfect propriety and with much force, upon the innumerable small miseries, short of broken bones but perhaps far less tolerable, that a brutal attendant may inflict, day after day and hour after hour, upon the helpless creatures under his charge.

We gather further from the volume that the duty of the Lunacy Commissioners is mainly to enable themselves to say gracefully "We told you so!" whenever the public mind has been stirred by any unusual catastrophe. The catastrophe must be a natural result of the defective arrangements of the —— Asylum; arrangements which had been described and commented upon in the twelfth or the sixteenth report, but which the visiting justices had declined to modify. The law which requires the Commissioners to investigate and report as to matters affecting the management of county asylums has invested them with no authority to enforce their views. If a small offender is to be trounced, if a nurse who has already been well scolded is to be dismissed, or if a poor woman who has boarded a lunatic is to be compelled to insert abject apologies in newspapers as the price of her exemption from utter ruin, then the Commissioners are as prompt as was Mr. Bumble with his cane. If a county magistrate looms upon the horizon, or even as much as a poor-law guardian, Bumble is replaced by Dogberry, and the offender is let go. We have lately referred to the very common practice of conveying insane paupers to a workhouse in the first instance, and from thence to an asylum. The Commissioners speak of this course as being a systematic disregard of the lunacy laws; and they must know, as everybody knows, that it is followed for the purpose of depriving union medical officers of the certificate fees that should rightly come to them. But the Commissioners have never attempted to punish anybody for this disregard of law, although, in the present report, they mention having ordered proceedings to be taken against an unfortunate relieving officer who did not do until the sixth day what he ought to have done on or before the fourth. The prompt punishment of faulty subordinates is perfectly right in principle, when it forms part of a system of even-handed justice that knows no distinction of persons. It becomes petty persecution when it is enforced by a board that allows the gravest evils to proceed unchecked, on the pitiful plea

of insufficient powers, and makes no demand for increased powers except by a perfunctory report, buried from the ken of ordinary mortals in the pages of a Blue-book. That further powers will ever be entrusted to the present Commission is not probable; but there could be no objection to their being entrusted to a Secretary of State, or, better still, to the Medical Department of the Privy Council. Half the mischiefs that now exist in asylums would be removed by authorising the Government to override the crotchets of justices, to decide the proportion that medical officers and nurses should bear to lunatics, and generally to apply the results of wide observation and long experience to the control of unexpected eccentricities of management. At St. Luke's the resident medical authority is on many points subordinate to the matron or steward. At the Suffolk Asylum there are no properly qualified night attendants. At the Nottingham Asylum there are no post-mortem examinations. Such are some of the things that are now placidly recounted under the signature of Lord Shaftesbury, and that will be changed whenever the lunacy board displays any proper appreciation of the scope of its most responsible duties, or whenever it succeeds in winning, even partially, the confidence of Parliament and of the country. But, as Garrick said of the preachers, it has hitherto been occupied in uttering truth as if it were fiction. It has the advantage of a chairman who is a peer, a practised debater and parliamentary tactician, and who has introduced or aided many wise and useful measures. It includes also a member of the Lower House; and hence its opinions and its experience could be set before the country with a force and a directness that would ensure their being translated into laws. With these advantages under their hands, we trust that Lord Shaftesbury and his colleagues will bestir themselves; and that they will not again be compelled to compose a report that is, in almost every line, a miserable evidence of their own timidity or inefficiency.—*Lancet.*

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the vacation all applications to the Court of Chancery which are of an urgent nature are to be made to or at the chambers of the Vice-Chancellor Bacon.

All applications *ex parte* are to be sent to the Vice-Chancellor Bacon, by book-post or parcel pre-paid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrars' Office, Chancery-lane, London, W.C."

On application for injunctions or writs of *Ne exeat Regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor with any order his Honour may make thereon will be returned direct to the registrar.

All applications for leave to give notice of motion only may be made to the Chief Clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, 11, New-square, Lincoln's-inn.

CHANCERY JUDGES' CHAMBERS.

During the vacation until further notice all applications which are necessary to be made at the judges' chambers are to be made at the chambers of the Vice-Chancellor Bacon.

Parties desiring to make any urgent special application to the court during the vacation are to apply at the said chambers for an appointment.

The chambers of the Vice-Chancellor Bacon will be open on Tuesday, Wednesday, Thursday, and Friday in each week from eleven till one o'clock.

The vacation will commence on the 10th of August, and terminate on the 28th of October, both days inclusive.

COLONY OF NATAL—APPEALS TO THE PRIVY COUNCIL.

ORDER IN COUNCIL.

Whereas it is expedient to make provision for appeals from Her Majesty's Supreme Court of the Colony of Natal to her Majesty in council: it is therefore ordered by the Queen's Most Excellent Majesty, by and with the advice of her Privy Council, as follows:—

It shall and may be lawful for any person or persons, being a party or parties to any civil suit or action depending in the said Supreme Court of the Colony of Natal to appeal to her Majesty, her heirs and successors, in her or their Privy Council, against any final judgment, decree, or sentence of the said court, or against any rule or order made in any such civil suit or action having the effect of a final or definitive sentence, and which appeals shall be made subject to the rules, regulations, and limitations following, that is to say:—

1. Such judgment, decree, order, or sentence shall be given or pronounced for or in respect of a sum or matter at issue above the amount of £500 sterling, or shall involve, directly or indirectly, the title to property or to some civil right amounting to or of the value of £500 sterling.

2. The person or persons feeling aggrieved by such judgment, decree, order, or sentence, shall, within fourteen days next after the same shall have been pronounced, made, or given, apply to the said Supreme Court for leave to appeal therefrom to her Majesty, her heirs, and successors, in her or their Privy Council.

3. If such leave to appeal shall be prayed by the party or parties who is or are adjudged to pay any sum of money or to perform any duty, the court shall direct that the judgment, decree, or sentence appealed from shall be carried into execution, if the party or parties respondent shall give security for the immediate performance of any judgment or sentence which may be pronounced or made by her Majesty, her heirs and successors, in her or their Privy Council, upon any appeal, and until such security be given, the execution of the judgment, decree, order, or sentence appealed from shall be stayed.

4. Provided nevertheless, that if the party or parties appellant shall establish to the satisfaction of the said Supreme Court that real and substantial justice requires that, pending such appeal, execution should be stayed, it shall be lawful for such Supreme Court to order the execution of such judgment, decree, order or sentence to be suspended pending such appeal, if the party or parties appellant shall give security for the immediate performance of any judgment or sentence which may be pronounced or made by her Majesty, her heirs and successors, in her or their Privy Council, upon any such appeal.

5. In all cases security shall also be given by the party or parties appellant for the prosecution of the appeal, and for the payment of all such costs as may be awarded by her Majesty, her heirs and successors, to the party or parties respondent.

6. The said Supreme Court shall, subject to the conditions hereinafter mentioned, determine the nature, amount, and sufficiency of the several securities so to be taken as aforesaid.

7. Provided, nevertheless, that in any case where the subject of litigation should consist of immovable property, and the judgment, decree, order, or sentence, appealed from shall not change, affect, or relate to the actual occupation thereof, no security shall be demanded either from the party or parties respondent or from the party or parties appellant for the performance of the judgment or sentence to be pronounced or made upon such appeal; but if such judgment, decree, order or sentence shall change, affect, or relate to the occupation of any such property, then such security shall not be of greater amount than may be necessary to secure the restitution, free from all damage or loss of such property, or of the intermediate profit which, pending any such appeal, may probably accrue from the intermediate occupation thereof.

8. In any case where the subject of litigation shall consist of money or other chattels, or of any personal debt or demand, the security to be demanded either from the party or parties respondent, or from the party or parties appellant, for the performance of the judgment or sentence to be pronounced or made upon such appeal, shall be either a bond to be entered into in the amount or value of such subject of litigation by one or more sufficient surety or sureties, or such security shall be given by way of mortgage or voluntary condemnation of or upon some immovable property situate and being within such settlement, and being of the full value of such subject of litigation over and above the amount of all mort-

gages and charges of whatever nature upon or affecting the same.

9. The security to be given by the party or parties appellant for the prosecution of the appeal and for the payment of costs shall in no case exceed the sum of £500 sterling; and shall be given either by such surety or sureties, or by such mortgage or voluntary condemnation as aforesaid.

10. If the security to be given by the party or parties appellant for the prosecution of the appeal and for the payment of such costs as may be awarded, shall in manner aforesaid be completed within three months from the date of the petition for leave to appeal, then, and not otherwise, the said Supreme Court shall make an order allowing such appeal, and the party or parties appellant shall be at liberty to prefer and prosecute his, her, or their appeal to her Majesty, her heirs and successors, in her or their Privy Council, in such manner and under such rules as are observed in appeals made to her Majesty in Council from the plantations or colonies.

11. Provided, nevertheless, that any person or persons feeling aggrieved by any order which may be made by, or by any proceedings of the said Supreme Court, respecting the security to be taken upon any such appeal as aforesaid, shall be and is hereby authorised by petition to her Majesty, her heirs and successors, in Council, to apply for redress in the premises.

Provided always, and it is hereby further ordered, that nothing herein contained doth or shall extend, or be construed to extend, to take away or abridge the undoubted right or authority of her Majesty, her heirs and successors, to admit and receive any appeal from any judgment, decree, sentence, or order of the said Supreme Court on the humble petition of any person or persons aggrieved thereby, in any case in which, and subject to any conditions or restrictions upon and under which it may seem meet to her Majesty, her heirs and successors, so to admit and receive any such appeal.

In all cases of appeal allowed by the said Supreme Court, or by her Majesty, her heirs and successors, such court shall, on the application and at the costs of the party or parties appellant, certify and transmit to her Majesty, her heirs and successors, in her or their Privy Council, a true and exact copy of all proceedings, evidence, judge's notes of evidence, and judge's reasons, judgments, decrees, and orders had or made in such causes so appealed, so far as the same have relation to the matter of appeal, such copies to be certified under the seal of the said court.

The said Supreme Court shall, in all cases of appeal to her Majesty, her heirs and successors, execute and carry into immediate effect such judgments and orders as her Majesty, her heirs, and successors, shall make thereupon in such manner as any original judgment or decree of the said court can or may be executed.

And the Right Honourable the Earl of Kimberley, one of her Majesty's principal Secretaries of State, is to give the necessary directions herein accordingly.

July 19, 1870.

NORWICH ELECTION PETITION.

Stevens, Petitioner; Tillett, Respondent.

A petition from Norwich was presented on Wednesday at the Common Pleas Rule Office against the return of Mr. Tillett.

The petition, which is unusually long, alleges that the respondent is disqualified from serving in the present Parliament, on the ground of his having been guilty, both at the general election of 1866 and at the last election in July, 1870, of bribery, treating, and undue influence, and prays that Mr. Walter John Huddleston be declared duly elected.

Agents for the petitioner, Messrs. Whites, Renard & Floyd, 28, Budge-row, Cannon-street, E.C.

ASSOCIATION OF AVERAGE ADJUSTERS.—An association of Average Adjusters of London has recently been formed, with a view to the arbitration and examination of claims. A court for the solution of questions affecting marine insurance was established in the reign of Queen Elizabeth, under the name of the Court of Policies, but it soon fell into disuse. The want of an association of the kind has long been felt, and urged on the members of the profession of adjusters. The present chamber contains some of the features of a tribunal of commerce, such as exists in most foreign commercial cities.—*Post Magazine.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 5, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 89¼	Annuities, April, '85
Ditto for Account, Sept. 7, 89⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 89¼	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 89½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 203	Ind. Enf. Pr., 5 p C., Jan. '72 106½
Ditto for Account	Ditto, 5½ per Cent., May, '79 109½
Ditto 5 per Cent., July, '80 107½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	81
Stock	Caledonian	100	70
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	28½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	112
Stock	Do., A Stock*	100	114
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	60
Stock	Lancashire and Yorkshire	100	126
Stock	London, Brighton, and South Coast	100	31
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	120
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	35
Stock	Metropolitan	100	62
Stock	Midland	100	120
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	32
Stock	North London	100	117
Stock	North Staffordshire	100	59
Stock	South Devon	100	44
Stock	South-Eastern	100	64
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Since our last issue the Bank rate of discount has mounted to 6 per cent. and the discount demand has diminished. As the raising of the rate was not immediately preceded by any very large gold withdrawal, it is surmised that the rate has been raised protectively against some anticipated contingency as yet unapprehended by the public. In the markets there is simply nothing doing. The forced realisations are now pretty well over, and the public remain awaiting the future, declining either to sell or buy for the present.

At the half-yearly meeting of the London and County Bank held on Thursday the usual dividend of 6 per cent., with a bonus of 2½ per cent. for the half-year, equal to 17 per cent. per annum, was declared. The net profits for the half-year amounted to £83,285, leaving £7,181 to be carried forward to the new account.

NEW YORK LIFE INSURANCE COMPANY.—This company, one of the most prominent American offices, was incorporated by special act of the Legislature of New York, in 1843, and commenced business in 1845, and is purely mutual, the entire profits being divided annually among the policyholders only. The assured thereby obtain insurance at actual cost, none of the profits being taken from them and paid to owners of stock. The great progress of the company practically proves the success of this plan. The company has insured 73,000 persons, paid £1,152,000 losses, and also £1,000,000 in cash bonuses; and had January 1st, 1870, a cash surplus of £334,149 over all liabilities. With regard to New York Insurance Laws the prospectus states:—"The Insurance Laws of the State of New York are very strict. By them this company is required to submit to a rigid supervision and examination of all its affairs, and to make sworn statements annually to the superintendent of the insurance department, of its assets, liabilities, income and disbursements, in complete detail; also to undergo a personal examination by the insurance superintendent as a verification. Thus every possible safeguard is thrown around the affairs of the company, and offering a guarantee as to security and solvency not given by the insurance companies of any other country." The company has opened an office in Paris and London.

THE NEW COURTS OF JUSTICE.—The expenditure upon the new Courts of Justice up to the 31st of March, 1870, slightly

exceeded £900,000, from which must be deducted about £10,0 00 for the proceeds of the sale of old materials. This expenditu re was for the purchase of the site, with incidental and prelim inary expenses. At present the statutory limit of expenditure for the erection of the new courts and offices stands at £750,000 .— *Times.*

THE LONG VACATION.—On Wednesday next the long vacation commences, and will continue to the 24th of October. Vice-Chancellor Bacon will be the Chancery vacation judge for the current year. Mr. Justice Montague Smith is at present attending at the common law judges' chambers, but will be relieved as soon as some of the circuits are over. He is on the rota for the next sessions of the Central Criminal Court. Either Mr. Justice Lush or Mr. Justice Brett will be the common law long vacation judge in town.

The Hon. James Kernan, Q.C., entered on his duties as a Judge of the High Court of Judicature at Madras on the 2nd of June.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 2.—By Messrs. D. SMITH, SON, & OAKLEY.

Six leasehold houses, situate in Vauxhall Bridge-road, held for 54 years, at a ground rent of £84 per annum, estimated rental £340. Sold £3,600.

By Messrs. DRIVER.

The freehold domain known as the Aber-Hirnant Estate, situate in the parish of Llanfawr, Merionethshire, containing about 11,060 acres, with mansion, farms, &c. Sold £55,500.

Freehold estate, known as the Rectory Farm, being Lot 4 of the Shotover and Wheatley Estates, situate in the parishes of Shotover, Forest-hill, and Wheatley, and within five miles of Oxford, comprising 247 acres. Sold £14,000.

Freehold residence, situate at No. 29, Spring-gardens, S.W. estimated rental £250 per annum. Sold £3,550.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold public-house, known as the Hornsey Wood Tavern, situate in the Seven Sisters'-road, N., term 92½ years, at a ground-rent of £16. Sold £3,500.

A detached freehold residence in the parish of Loughton, Essex, let at £35 per annum. Sold £550.

A detached freehold residence, near the above. Sold £600.

A building plot adjoining the above, containing 2r. 11p. Sold £160.

An allotment of land situate near the above, containing 3a. 1r. 20p. Sold £260.

Aug. 3.—By Messrs. TYERMAN & WHITCOMBE.

4a. 3r. 25p. of freehold building land, situate at Buckhurst-hill, Essex. Sold £3,020.

Messrs. FOX & BOUSFIELD.

Plot of freehold building land, situate at Hamptead, and known as the Mount Grove Estate; lot 6, sold £700; lot 12, sold £570; lot 21, sold £300; lot 24, sold £250; and lot 28, sold £380.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ROSTRON—On Aug 3, at Beddington, the wife of Simpson Rostron, Esq., barrister-at-law, of a daughter.

MARRIAGES.

HENSLEY—BURNEY—On July 28, at Wavendon, Bucks, Charles Ernest Hensley, M.A., of the Inner Temple, barrister-at-law, to Emily Isabella Christina Burney, daughter of the Rev. Henry Burney, rector of Wavendon.

HIGGINS—WRIGHT—On Aug 2, at St. John's, Mansfield, Clement Higgins, Esq., B.A., Inner Temple, London, to Augusta Mary, only child of the late Richard Wright, Esq., West Bank House, Mansfield.

SAUNDERS—GIBSON—On July 28, at St. Saviour's Church, South Hampstead, Albert Saunders, solicitor, of Bennet's-hill, Doctors'-commons, and Moss Hall-grove, Finchley, to Lucretia, eldest daughter of Joseph Gibson, Esq., of Fellow's-road, South Hampstead.

DEATHS.

PULLEY—On Thursday, July 28, at Grosvenor Lodge, Edmonton, Janet Matilda, the beloved wife of William Pulley, solicitor, in the 41st year of her age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

LIMITED IN CHANCERY.

TUESDAY, Aug. 2, 1870.

Lisburne Consols Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated July 23, ordered that the above company be wound up. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioner.

Santa Clara Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated July 23, ordered that the above company be wound up. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioner.

Sombrero Phosphate Company (Limited).—Vice Chancellor Malins has, by an order dated July 4, appointed Henry Chatteris, of Gresham-buildings, to be official liquidator. Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday Nov. 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Southampton Imperial Hotel Company (Limited).—The Master of the Rolls has, by an order dated June 17, appointed Augustus Browne, of 2, Westminster Chambers, Victoria-street, to be official liquidator.

Vale of Rheidol Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated July 23, ordered that the above company be wound up. Noyes, Broad Sanctuary, Westminster, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 29, 1870.

Homfray, Hy Revel, Stradishall, Suffolk, Esq. Oct 10. Homfray v Homfray, V.C. Stuart. Paterson & Co, Chancery-lane.

Rhys, Eliz, Cowbridge, Glamorgan. Oct 10. Llewellyn v David, V.C. Malins. Stockwood, Cowbridge.

Tall, Esther, Clifton-rd East, St John's-wood, Spinster. Sept 1. White v Tomlin, V.C. Malins. Pain, Marylebone-rd.

Thompson, Michael, Lancaster, Gent. Aug 23. Thompson v Fisher, V.C. Bacon. Maxted & Gibson, Lancaster.

Wakerill, Eliz, Maidenhead, Berks, Widow. Oct 10. Jordon v Poulton, V.C. Stuart. Poulton, Bristol.

Next of Kin.

Crundall, Arthur, Mary Crundall, Sarah Crundall, & Richard Moodey. Nov 15. Palmer v Capel, M.R.

Howarth, Jas, Preston, Innkeeper. Aug 23. Howarth v Singleton.

TUESDAY, Aug. 2, 1870.

Bacon, John Robinson, Warnel, Cumberland, Yeoman. Sept 19. Forster v Ellesmore, M.R. Saul, Carlisle.

Benson, John Field, Runcorn, Chester, Draper. Oct 10. Warhurst v Benson, V.C. Stuart. Davies & Brook, Warrington.

Bishop, Martha, Lewisham, Kent. Oct 1. Bishop v Blair, V.C. Stuart. Fiddey, Harcourt-buildings, Temple.

Blakely, Alexander Theophilus, Park-lane, Hyde-park. Oct 29. Holyland v Blakely, M.R. Lewis & Co, Old Jewry.

Casey, John Archibald, Western-villas, Paddington, Artist. Oct 1. Neal & Philpot v Casey, V.C. Stuart. Harrison & Potts, New-inn, Strand.

Cale, John Edmund, Carlton-hill, St. John's-wood, Shipbroker. Oct 1. Humby v Cole, V.C. Stuart. Thomas, St. James'-square, Pall-Mall.

Deare, George, St. Heller's, Jersey. Oct 1. Deare v Deare, V.C. Stuart. Boys & Tweedies, Lincoln's-inn-fields.

Hart, Fredk, South Audley-street, Grosvenor-square, Plumber. Oct 10. Hart v Hart, V.C. Stuart. Digby & Co, Clement's-inn.

Sander, Geo Bowden, High Holborn, China Warehouseman. Sept 15. Sander v Sander, V.C. Malins. Heathfield, Lincoln's-inn-fields.

Vincent, Jas, Upper Studley, Trowbridge, Wilts, Innkeeper. Sept 10. Moore v Vincent, M.R. Webber, Trowbridge.

Walker, Francis, Aldridge-rd-villas, Bayswater, Gent. Sept 15. Walker v Walker, V.C. Malins. Rosher, Martin's-lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 29, 1870.

Bickford, John Solomon, Tuckingmill, Cornwall, Esq. Oct 31. Downing, Redruth.

liss Joseph, Thrup Grounds, Northampton, Farmer. Aug 13. Roche Daventry.

Castledine, Wm, Croydon, Surrey, Timber Merchant. Sept 7. Rowland, Croydon.

Chappell, Wm, Red Lion-st, Clerkenwell, Carrier. Sept 6. Yarde, Brunswick-sq.

Cox, Arthur Zachariah, Herongate, nr Brentwood, Essex, Esq. Sept 30. Hicks & Son, Gray's-inn-sq.

Cox, Mary Ann, Northleach, Gloucestershire, Spinster. Sept 1. Goren.

Crouchley, Robert, Crowton, Chester, Innkeeper. Oct 1. Green, Northwich.

Dewhurst, Thos, Lancaster, Gent. Oct 1. Sharp & Son, Lancaster.

Dowell, Hy, St Swithin's-lane, Licensed Victualler. Sept 1. Nash & Co, Suffolk-lane, Cannon-st.

Evans, Robert, Llangollen, Denbigh, Grocer. Sept 1. Richards, Llangollen.

Forneybough, Wm, Derby, Merchant Tailor. Sept 1. James Mills, Derby.

Fox, Chas Joseph, Torquay, Devon, M.D. Oct 1. Danger & Cartwright, Bristol.

Freeman, Nathaniel Wells, Northampton, Auctioneer. Sept 1. Rands, Northampton.

Galloway, David, Southsea, Southampton, Retired Captain. Sept 29. Edgcombe & Cole, Portsea.

Harding, Wm Claridge, Thame, Oxford, Esq. Sept 29. Holloway, Thame.

Hood, Sir Wm Chas, Bridewell Hospital, M.D. Sept 1. Flower, Great Winchester-st-bldgs.

Johnslin, Charlotte, Bath, Widow. Sept 30. Ricketts, Bath.

Johnson, Geo, Esmeralda rd, St James-rd, Bermondsey, Builder. Aug 31. Saffery & Huntley, Tooley-st, London-bridge.

Keele, Chas, Kingsdown-rd, Upper Holloway, Rear-Admiral. Sept 6. Cattell, Bedford-row.

McStay, Theresa, Rhyl, Flint, Spinster. Sept 16. Kidd & Co, Newcastle-upon-Tyne.

Pascoe, Samuel Augustus, Midgham, Berks, Farmer. Aug 31. Cave, Newbury.

Rogers, Chas, Evesham, Worcester, Gardener. Oct 1. Byrch, Evesham.

Skeeles, John Sears, Resendale-villa, West Dulwich, Hat Manufacturer. Aug 20. Holmer & Co, Philpot-lane.

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Thurston, Joshua, Aldeburgh, Suffolk, Gent. Sept 1. Robins, Basinghall-st.
Tomlins, Silvester, Bushey, Herts, General Dealer. Sept 1. Broughton, Finsbury-sq.
Valler, John, Lavender-rd, Battersea, Gent. Sept 21. Chester, Newington-butts.
Wakeford, Geo, Havant, Southampton, Gent. Aug 25. Edgcombe & Cole, Portsea.

TUESDAY, Aug. 2, 1870.

Bannister, Joseph, Daventry, Northampton, Farmer. Oct 1. Willoughby, Daventry.
Barker, Roger, Dunnington, York, Gent. Sept 12. Parkinson, York.
Coope, Mary, Sheffield, Spinster. Sept 10. Wake, Sheffield.
Coultas, John, York, Printer. Sept 2. Calvert, York.
Craven, John Hy, Halifax, York, Gent. Sept 1. Hill & Smith, Halifax.
Davies, Thos, Newadd, Brecon, Esq. Sept 10. Williams, Monmouth.
Findlay, Mary, Birkdale Lodge, nr Southport, Lancaster, Spinster. Sept 30. Bagshaw, Manch.
Hopkins, Eliz, Oldswinford, Worcester, Spinster. Oct 3. Bernard & King, Stourbridge.
Jackson, Arthur, Ambleside, Westmoreland, Builder. Sept 3. Mosers & Co, Ambleside.
Lloyd, Jas, Showell Green, Worcester, Esq. Sept 22. Taylor & Co, Gt James-st, Bedford-row.
Parry, Right Rev Thos, West Malvern, Worcester. Lord Bishop of Barbados. Sept 14. Cawley & Whatley, Gt Malvern.
Raby, Wm Parker Poole, Cardiff, Glamorgan, Attorney. Oct 1. Whites & Co. Budge-row, Cannon-st.
Taylor, David, Failsworth, Lancaster, Innkeeper. Sept 1. Jones, Manch.
Ward, John, Leeds, Contractor. Sept 10. Payne & Co, Leeds.
Whitehead, Mark, Manch, Logwood Miller. Oct 1. Leigh, Manch.
Whitworth, John, Bristol, Gardener. Sept 15. Brittan & Sons, Bristol.
Williams, Wm, Rigos, Glamorgan, Farmer. Aug 20, Kempthorne, Neath.
Wood, Wm, Macclesfield, Chester, Gent. Aug 27. Wilson, Congleton.
Worrall, John Mayo, Salford, Lancaster, Dyer. Sept 15. Slater & Co, Manch.

Bankrupts

FRIDAY, July 29, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chabord (not Chaborne as in last Gazette), Alphonse, Camden-st, Camden Town, Gent. Pet June 8. Spring-Rice. Aug 8 at 12.30.
De Perceval, Morrel, Palmerston-bldgs, Merchant. Pet July 26. Pepys. Aug 15 at 11.

To Surrender in the Country.

Bellamy, Wm, Birm, Electro Plater. Pet July 23. Chauntler. Birm, Aug 9 at 11.
Broadbent, Robt Wm, Bradford, York, Merchant. Pet July 26. Robinson. Bradford, Aug 9 at 12.
Gleave, Peter Dutton, Lpool, Coach Builder. Pet July 25. Hime. Lpool, Aug 11 at 2.
Hodges, Edwin Banks, Bristol, Broker. Pet July 25. Harley. Bristol, Aug 4 at 12.
Jackson, Wm John, Lpool, H.M.'s 35th Reg. Pet July 23. Hime. Lpool, Aug 10 at 2.
Jackson, John Thos, Loughborough, Leicester, Corn Merchant. Pet July 27. Ingram. Leicester, Aug 13 at 12.
Richards, Geo, Bristol, out of business. Pet July 22. Harley. Bristol, Aug 10 at 2.
Roe, John Phannel, Cardiff, Glamorgan, Engineer. Pet July 25. Langley. Cardiff, Aug 11 at 10.
Simpson, Edwd, Newcastle-upon-Tyne, Clerk. Pet July 27. Mortimer. Newcastle, Aug 10 at 11.30.
Walker, John, Hereford. Pet July 26. Reynolds. Hereford, Aug 11 at 11.
Wardle, John, Leeds, out of business. Pet July 27. Marshall. Leeds, Aug 9 at 11.

TUESDAY, Aug. 2, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Munro, Jas Donald, Temple-st, Whitefriars, Bootmaker. Pet July 26. Pepys. Aug 17 at 12.
Walden, Jas McLean, British-st, Bow-rd, Draper. Pet July 28. Pepys. Aug 15 at 11.30.
Woodman, Jas, Union-st, Southwark, Licensed Victualler. Pet Aug 1. Spring-Rice. Aug 15 at 1.
Wooster, Geo, New-st, Horsleydown, Fish Dealer. Pet July 28. Pepys. Aug 15 at 12.

To Surrender in the Country.

Appleton, Wm, Sheffield, Saw Manufacturer. Pet July 28. Wake. Sheffield, Aug 18 at 1.
Crosby, Wm Harrison, Scarborough, York, out of business. Pet July 27. Woodall. Scarborough, Aug 16 at 2.
Ivison, Spencer, Lpool, Licensed Victualler. Pet July 28. Hime. Lpool, Aug 12 at 2.
Halliday, Geo, King's Lynn, Draper. Pet July 28. Partridge. King's Lynn, Aug 16 at 12.
Lomax, Peter, Bolton, Lancashire, Manufacturer. Pet July 29. Holden. Bolton, Aug 17 at 10.
Lyons, Nathan, Birm, Jeweller. Pet July 28. Chauntler. Birm, Aug 9 at .
McFarland, John, Bradford, York, Comm Agent. Pet July 29. Robinson. Bradford. Aug 19 at 9.
Moran, Michael, Birm, Egg Dealer. Pet July 28. Chauntler. Birm, Aug 16 at 10.
Nelson, Geo, Sheffield, Plumber. Pet July 28. Wake. Sheffield, Aug 18 at 1.
Ray, Wm, Wellington, Somerset, Tailor. Pet July 29. Trenchard. Taunton, Aug 12 at 12.
Revell, Alfd, Bradford, York, Piece Seeker in. Pet July 29. Robinson. Bradford, Aug 19 at 9.
Smith, Geo, East Acton, Brickmaker. Pet July 30. Ruston, Brentford, Aug 13 at 10.
Watson, Wm, Willingdon, Sussex, Gent. Pet July 29. Blaker. Lewes, Aug 15 at 10.
Wildsmith, Jas Hy Staples, Wolverhampton, Stafford, Dealer in Artificial Manures. Pet July 29. Brown. Wolverhampton, Aug 17 at 12.
Williams, Chas, Wolverhampton, Stafford, Upholsterer. Pet July 29. Brown. Wolverhampton, Aug 17 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, July 29, 1870.

Keen, Alfd, St. James's-place, Plumstead, Deputy Assistant Superintendent of Stores. July 27.
Tinkler, Mary, Stamford, Lincoln, Builder. July 21.

TUESDAY, Aug. 2, 1870.

Barton, Reginald Wm, Russell-sq. June 15.
Cotchin, Wm, Luton, Bedford, Flour Factor. July 20.
Eagles, Wm Ezra, Kingsbury, Bucks, Saddler. July 29.
Farrington, Lawrence, Irlam Moss, Manch, Farmer. July 29.
Faucheux, Toussaint, Charles-st, Mortimer-st, Cavendish-sq, Marble Mason. June 1.
Harris, John, Goldsworthy-pl, Deptford Lower-rd, Rotherhithe, Carpenter. July 19.
Heiestad, Jacob Pederson, Water-lane, Ship Broker. June 5.
Pigot, Joseph, Seven Sisters'-rd, Holloway, Licensed Victualler. June 23.
Wigley, Chas, Gate-street, Lincoln's-inn-fields, Leather Hose Manufacturer. June 6.

GRESHAM LIFE ASSURANCE SOCIETY,
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Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

THE NEW BANKRUPTCY COURT
Is only a few minutes' walk from
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The new Hall lately added is one of the handsomest dining rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

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The Solicitors' Journal.

LONDON, AUGUST 13, 1870.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION holds its annual provincial meeting this year at Bristol, the meeting commencing on the 11th of October. The committee have, in accordance with their usual custom, issued a list of suggested subjects for papers, including "The High Court of Justice," "Appellate Jurisdiction," "County Court Jurisdiction and Practice," "Bankruptcy Reform," "Attorneys and Solicitors' Remuneration Act," "Party and Party Costs," "Law University," Amalgamation of the two Branches of the Legal Profession," "Law of Primogeniture," "Ecclesiastical Courts," "Assizes and Circuits," "Married Women's Property," "Juries," and "Stamp Duties." If the discussions at the meeting cover anything like the ground indicated by this list of suggested subjects, the members of the association will certainly not be without ample material for thought and speech. It is always an object in view in these annual gatherings to combine pleasure with instruction; and we believe that arrangements have been made, by organising excursions and otherwise, which will secure this year's meeting falling behind none of its predecessors.

WE HAVE ALREADY EXPLAINED at some length the most important alterations in the law proposed to be made by the draft County Court Bill, issued under the auspices of the Judicature Commission. There is one further peculiarity of this bill which ought not to pass unnoticed; and that is, the tender regard which it displays for what our French neighbours would call the "legitimate susceptibilities" of county court judges. By section 21, for instance, it is proposed seriously to enact that "the judges shall have precedence next after her Majesty's Solicitor-General." Of course, if we thought it would really give pleasure to any county court judge to walk next behind her Majesty's Solicitor-General, or to wear a cocked hat, or indulge in any other bit of childishness, we should at once say—let him have his toy to play with by all means. But can it be true that the thoughts of county court judges run upon such puerilities? We hope not; yet this bill was drawn by a judge.

But the oddest bit of vanity in the bill is to be found in section 67. County court judgeships and masterships in the superior courts of common law are appointments of just about the same class, and filled by men of about the same position. A county court judge is chosen from the bar, and his salary is £1,500 a-year, in return for which he has to work pretty hard, travel a good deal, and in many cases live in a small country town instead of in London. Almost all the present judges, too, were appointed with salaries of £1,200 or less. Masters are chosen from either branch of the profession, their salary is at least £1,200 a year, their work light, and they can live in London. The office in fact is about as attractive as that of a county court judge. Many men would accept a mastership who would decline a county court judgeship; many, on the other hand, would prefer the judgeship. Those who have been in the habit of appearing before both tribunals know that the masters are, on the whole, quite equal to county court judges in learning, ability, and judicial faculty. There are some very competent masters, some very incompetent. There are some wise men among the county court judges, and some very foolish ones. The average is much about the same in the two offices. But what does the bill say? The county court judge is to be trusted to do anything under the sun; his jurisdiction to try causes is to be unlimited in amount, and up to £50 it is to be exclusive. But the master not only is not fit to try any sort of a cause himself; he cannot be trusted even to decide as to who shall try it and where. By section 67 causes may be sent from the superior courts to the county courts for trial, "provided that the power hereby conferred on the superior judges shall not be delegated to or exercised by any master or other officer of a superior court." This is simply ridiculous.

THE HIGH COURT OF JUSTICE BILL has been abandoned for the present; but it is very much to be wished that the Government should take advantage of the interval now before them to secure better success next year. The bill introduced this year was, like its companion bill relating to the Court of Appeal, hastily drawn, and the Government, represented by the Lord Chancellor, showed throughout much of that fickleness and irresolution which always evidences a want of clearness of view. And this hurt the prospects of the measure to an extreme degree. But what more than anything else prevented the passage of the bill this year was, it appears to us, the unwillingness of Parliament, at any rate of the House of Lords, to delegate absolutely to anybody outside Parliament the power of dealing with everything falling under the head of procedure and practice. Our readers will remember the somewhat awkward compromise arrived at in the House of Lords upon this point. And now is the time to guard against a similar breakdown next session. There is no reason why the bill in an improved form should not be re-introduced next year, or why it should not be accompanied by at least the outlines of the system of procedure to be adopted under it, whether forming part of the bill itself or not is of small moment. The code of procedure ought, in outline at least, to be prepared at once, not only because Parliament is hardly likely to pass the measure at all till it is done, but also because it must be done sometime before the Act can come into operation; if not done before the bill passes it must be done after; and, therefore, if the Government do not set about the preparation of the new system of procedure at once, they will be deliberately wasting a year, deliberately postponing the reform of our courts without any necessity.

But if it is important that the work be done at once, it is far more important that it be done well, and to this end that it be entrusted to fit hands. It cannot be too clearly understood that the work to be done is no mere clerk's work, nor is it work which can be simply remitted to the Treasury draftsmen, with a few general instructions from the Chancellor for their guidance. If anything of this kind is attempted the result will be a ridiculous failure. A system of procedure has to be thought out first before its details can be put on paper. Trial by jury; the principles on which pleadings are to be framed, and the happy medium found between the length and expense of a bill in chancery and the meagreness of a common law declaration; the mode of bringing the parties to an issue in matters of fact; the taking of evidence in open court or by affidavit; the use of scientific persons as assessors or referees; the incidence of the costs of litigation—these are a few examples taken at random of the kind of matters to be dealt with, and their importance cannot possibly be overrated. It is plain, therefore, that while subordinate assistance in abundance will be re-

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quired, the framing of the new system of procedure can only safely be entrusted to men of the highest ability, the widest knowledge, and the amplest practical experience. Could not the Chancellor induce his two colleagues in the Court of Appeal, Sir William James and Sir George Mellish, to undertake this labour, giving them, of course, whatever subordinate assistance may be necessary? The work could not possibly be in better hands. Or there are others among the judges and the most eminent men of the profession, of undoubted competence, and who have never shown any backwardness where real work is to be done for the public benefit. Has the Chancellor placed himself in communication with any of them? It would be a great satisfaction to know that a right course is being taken in so important a matter.

THE ANNUAL CONGRESS of the National Association for the Promotion of Social Science, is to be held in Newcastle-on-Tyne, from the 21st to the 28th of September next. The Duke of Northumberland will preside over the association, and deliver his inaugural address on the first evening of the meeting. The presidents and vice-presidents of the departments most important to lawyers, and the special questions, are as follows:—Jurisprudence and Amendment of the Law.—President, the Hon. Lord Neaves; vice-presidents, the Right Hon. Sir Walter Crofton, C.B., Joseph Brown, Q.C., Mr. Serjeant Cox, the Right Hon. T. E. Headlam, Q.C., M.P., Robert Ingham, Q.C., and W. Digby Seymour, Q.C. International Law Section.—Is it desirable to prohibit the exportation of contraband of war? Papers on the question of the relations between England and her colonies will be read and discussed in this section. Municipal Law Section. —1. Ought railway companies to be liable to an unlimited extent for the acts of their servants, and is it desirable to impose any check on fraudulent claims? 2. Is it desirable to establish tribunals of commerce, and if so with what powers? 3. Would the local administration of criminal justice be improved by the appointment of additional stipendiary magistrates, and the enlargement of the jurisdiction of Quarter and Petty Sessions? Repression of Crime Department.—Chairman, Right Hon. Sir W. Crofton, C.B.; Vice-Chairmen, C. W. Orde, and R. Burdon Sanderson. 1. In what manner may the provisions of the Habitual Criminal Act and its administration be improved? 2. Is the working of the Prisons Act, 1865, satisfactory, specially with reference to productive prison labour? 3. What measures may be adopted with a view to the repression of habitual drunkenness. Economy and Trade Department.—President, Sir William G. Armstrong, C.B., F.R.S., D.C.L.; Vice-Presidents, C. Allhusen, John Candlish, M.P., Sir William Denison, K.C.B., Rupert Kettle, William Newmarch, F.R.S., C. M. Palmer, J.P. Section B.—Chairman, Rupert Kettle. 1. How far is it desirable and practicable to establish courts of conciliation or arbitration between employers and employed? 2. How far is it desirable and practicable to extend partnerships of industry?

THE LAST OF THE GOVERNMENT BILLS for reforming our judiciary, that relating to the Judicial Committee of the Privy Council, has followed the fate of the others; it was withdrawn on Monday last. And great as the evil to be met is, formidable as the arrears to be overtaken are, we cannot regret the fate of this bill. Hasty, scrambling, ill-considered measures are never good ones; and how much consideration this measure had received from its authors or could receive from Parliament is plain from the dates. On the 1st of July the Lord Chancellor had just given orders for the bill to be prepared. In the beginning of August Mr. Bruce was trying to force it through the House of Commons, admitting that that could only be done by suspending the standing orders.

It had often been proposed to add a regular staff of paid judges to the Judicial Committee. But the Government proposal was to add a staff of *underpaid* judges, judges receiving about half the salary of a puisne judge. The system of unpaid judges has worked well. A proposal to pay the judges such a salary as should secure the very best men we can at least understand. But a proposal to lower the status of the committee by making attendance a matter of payment, and at the same time to fix the payment at a sum scarcely sufficient to attract fifth-rate men, was a blunder almost without parallel.

The proposal to pay two judges out of the revenues of India was equally objectionable. The maintenance of that particular branch of the royal prerogative which is exercised through the Committee may be defended either on Imperial grounds, in which case we ought to pay the expenses incident to it; or upon grounds relating to the benefit of our colonies and dependencies, in which case it may be right that the expense should fall on those colonies and dependencies. But India and the colonies stand on exactly the same footing in this respect; what is just for one is just for the other. Yet the Government proposes, because we have the key of India's money-box, to compel India to pay her share of an outlay to which the same Government have not ventured to ask any colony to contribute a farthing.

OUR ATTENTION HAS BEEN CALLED to an article on *Tottenham's case** which appears in the *Law Magazine* for this month, under the title "Personal Equities as Operating on Indefeasible Titles." The general conclusion of that article is the same as that arrived at by this Journal, viz., that in the particular form in which the question came before them, the Court was right in refusing to rectify the conveyance, but that the Court of Chancery, on bill filed, ought to decree the defendant to reconvey the property conveyed to her by mistake, and that the House of Lords in all probability would do so, though it seems almost certain that the Court of Appeal in Chancery in Ireland, as at present constituted, would take a different view.

We should not, however, have thought it necessary to refer to the article in question, merely to claim the writer as a supporter of the view we expressed; but as he has thought it right to impugn some observations made by us on a secondary point, without at all entering into the grounds of his dissent, we think we ought to state shortly what it is that we then said.

Our point was shortly this: that inasmuch as the deed in question actually contained (a fact of which the writer in the *Law Magazine* does not seem to have been aware) a correct description of the parcels, by quantity and situation, in the body of the conveyance, the fact that it also referred to a map which was incorrect ought not to have prevailed against the detailed description; and that, although there was no clause in the deed providing that in case of difference between the map and the written description, the latter should prevail; yet the Court ought to have taken judicial notice of the discrepancy, and relied on that description which was consonant with the truth. We further argued that the Act did not apply at all to the case, and we shall be very glad to hear any objections which any one may think it worth his while to take to that argument, but it is unnecessary to repeat what we there said on that point. Meanwhile, we think no one can doubt that whether any remedy does or not exist, a gross injustice has been done in this case (and we could, were we authorised to do so, tell of many others in the working of the Irish Landed Estates Court) through the reckless exercise of practically unlimited power by irresponsible officials.

WE DISCUSSED THE ARGUMENTS in favour of the Brokers Relief Bill at the time of its second reading (*ante* p. 687). There was, however, in the bill as it then stood this objection, that although before a broker could set up as such in the City of London, he must be admitted by the Court of the Mayor and aldermen of the

* *Vide ante* pp. 246, 292.

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City, yet once a broker always a broker, even if found out in the grossest frauds. To remedy this a clause was added which enacts, in substance, that if any admitted broker is convicted of felony or fraud, or a judge of a superior court of law or equity, or of a court of bankruptcy, certifies (as he is by the Act empowered to do) even in any proceeding pending before him, in which a broker is party, that such broker has been guilty of fraud, and that he ought to be disqualified from acting as a broker altogether, or for such period as he may think fit, the broker's name shall be removed from the list either absolutely or for the time mentioned in the certificate.

COMPLAINTS HAVE BEEN MADE of the delay in issuing the regulations which a principal Secretary of State is empowered to make by the 11th section of the Naturalisation Act, 1870, and the consequent impossibility of any alien obtaining naturalisation under the Act. It transpired that this delay arose from its being necessary to extend by Act of Parliament the power of the Secretary of State to prescribing by such regulations the oaths to be taken on naturalisation, and the manner of administering them. For this purpose the Naturalisation Oaths Act 1870, was passed, which is to be construed as one with the Naturalisation Act, 1870. It enacts that the regulations may prescribe the persons by whom the oaths of allegiance are to be administered, the form of such oaths, and the fees to be paid for administration and registration of such oaths. The cause being thus removed, we hope that there will now be no further delay in issuing the regulations.

"HEARSAY EVIDENCE."

Before entering upon the chief subject proposed for description in the remarks which follow, we should like to attract notice to the inadequate attention given to the study of the law of evidence in England. If there is one branch of the law of greater practical importance than another, in court as well as out of it, it is the law of evidence. In spite of this circumstance, the examination for the call to the bar may be passed without taking up the law of evidence at all. The same is true of the intermediate examination of the Incorporated Law Society, while for the final the quantity that is prescribed is extremely small. In the new curriculum for the law degrees of the University of London a greater prominence is given to the law of evidence, but the only examinations in which it occupies anything like its proper place are those which selected candidates for the Civil Service of India have to pass before they finally obtain their appointments. Commending these considerations, with the obvious remedy for the evil, to the Legal Education Association, we proceed, without more delay, to plunge *in medias res*.

The general rule of the English law is "hearsay is not evidence." In this respect the rules of the Scotch and Anglo-Indian legal systems are similar to that of the English law, but the rule of the French law is quite the reverse. Hearsay is freely admitted in French courts, and nothing struck the legal reader of the proceedings in the recent trial of Prince Pierre Bonaparte more than the amount of hearsay evidence tendered and received. In England the equity judges are not so strict as the common law judges in excluding hearsay. Indeed, not only is hearsay admitted in Lincoln's-inn, when it would be excluded in Westminster Hall, but there is a growing tendency to receive it with more and more liberality, which, according to some authorities, is likely to culminate in the speedy abolition, as far as equity proceedings are concerned, of the general rule, and in the admission of all kinds of hearsay evidence, it being left to the Court to attach thereto what weight it thinks fit. The advocates of this alteration in procedure can point to the fact that the current of legislation has operated for years to remove one ground for the exclusion of testimony after another. Lord Denman's Act removed, in 1843, the disqualifications of witnesses arising from infamy and bias, except in the case of the parties to the record. Lord Brougham's Act, in 1851, removed the disability of the parties to the record except in cases of breach of promise of marriage and proceedings instituted in consequence of adultery. These disabilities were swept away by the Evidence Further Amendment Act of last year. It cannot be laid down that plaintiffs and defendants are more trustworthy now than they were a century ago, but the fact has been recognised that Courts may be trusted to take the evidence for what it is worth. Again, the opinion of Bentham was dead against excluding any kind of evidence on the ground of untrustworthiness. He says on this point:—

"Adopt the principle of exclusion in the character of a security against deception, adopt it in any case whatsoever, there is not any point at which its application can with any consistency be made to cease. Exclude for this reason any one bit of evidence whatsoever, by the same reason you are alike bound to exclude all evidence, and along with it all justice. Discard the principle of exclusion altogether, adopt in its stead the principle of universal admissibility, you do no more than give extension to a principle the innoxiousness of which, in every point to which the application of it has been extended, has been made manifest by undeviating experience. Among the cases to which it remains to be extended there cannot be any in which the evidence can be so weak, but that cases in which, being equally weak, it is admitted notwithstanding, abound, and have ever abounded, and without objection or complaint, to an extent the magnitude of which affords a conclusive proof of the safety with which this sort of liberty may be allowed."

The arguments by which he leads up to this conclusion may be epitomised thus—that the danger of a tribunal being deceived by evidence of this character has been exaggerated, and that this exaggeration has been produced by an erroneous assumption—viz., that the danger of deception is equal to the danger of falsity. Where the tribunal is composed of one or more permanent judges, nothing, says Bentham, "can be more extravagant or inconsistent than the distrust of which the practice of exclusion is the practical result." Where the tribunal consists of a judge and jury Bentham admits that the system of exclusion has "a colour of rationality," but says that if you do not exclude in the former case you cannot consistently in the latter. A jury may of course, be misled by untrustworthy evidence, but then, according to Bentham, there is a simple remedy—to allow, as a ground for a new trial, that the verdict of a jury was "grounded on untrustworthy and deceptious evidence." These are the arguments and conclusions, be it remembered, of a jurist who wrote nearly a century ago. Our Legislature has testified its acquiescence in the conclusions by abolishing one ground of exclusion after another, as stated above, until the exclusion of hearsay evidence is the only one of importance that remains. That this ground of exclusion will be swept away also is certain, but whether the present generation of practitioners will live to see the change is a matter of considerable doubt.

Let us now proceed to consider what are the grounds on which is founded the general rule of the English law—hearsay is inadmissible. Before doing so, however, it is necessary to explain that although we employ "hearsay" as a generally accepted and therefore convenient term, we object to it as unscientific, and calculated to mislead a student. The proper term to employ is derivative or second-hand evidence, and this is used by the late Mr. Best, who was by far the most scientific writer on the law of evidence of the present century, and whose "Principles of the Law of Evidence" should be studied as the first book on the subject, in preference to the chaotic work of Mr. Pitt Taylor, or the compressed treatise of Mr. Powell. Mr. Best says of the maxim "hearsay is not evidence":—

"The language of the formula conveys two erroneous notions to the mind: first, directly, that what a person has been heard to say is not receivable in evidence; and secondly, by implication that whatever has been committed

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to writing or rendered permanent in any other way is receivable—positions neither of which is even generally true. On the one hand, what a man has been heard to say against his own interest is not only receivable, but is the very best evidence against him, and on the other, as already stated, written documents with which a party is not identified are frequently rejected."

The use of the term "hearsay evidence" instead of second-hand or derivative evidence, renders it difficult to appreciate the circumstance that it may be of acts as well as of words, and increases the liability to confound it with *res gestæ*—*i.e.*, original proof of what has taken place. But to return to what is proposed for discussion —the grounds for the general rule "hearsay is not evidence." They are thus given in Powell on Evidence (3rd ed. p. 111):—

"When a witness states something which he himself has either seen or heard, directly affecting the parties to a proceeding, such a statement contains clearly the requisite principles of presumptive truth. But when he states something which he has heard from a third person the statement affords no satisfactory or reasonable information. A multitude of probable contingencies annihilate its value. Thus, the witness may have misunderstood or imperfectly remembered, or even may be wilfully representing, the words of the third person; or the latter may have spoken hastily, inaccurately, or even falsely."

Two other reasons are also assigned by some writers—viz., that the person against whom the proof is offered had no opportunity of cross-examining the person who originally made the statement, and that the statement in question was not made under the sanction of an oath or affirmation. To these might be added a third, that the Court has no opportunity of observing the demeanour of the person who made the statement. Now, it will be noticed that hearsay or derivative evidence takes one of five forms: (1) supposed oral evidence delivered through oral; (2) supposed written evidence delivered through written; (3) supposed oral evidence delivered through written; (4) supposed written evidence delivered through oral; (5) reported real evidence. Now, the grounds for the general rule "hearsay is not evidence" apply only in their integrity to evidence of the first kind. They apply partially to evidence of the third, fourth, and fifth kinds, but they do not apply to the second at all. When applied to evidence of the first kind the reasons assigned have doubtless very considerable weight; so much so, in fact, that upon them such evidence is excluded from the consideration of a court by English law. But Bentham, as we have stated above, was opposed to exclusion of any kind. He, however, includes hearsay or derivative evidence under the head of "makeshift evidence," which, he says, should be employed only when "from the same source better evidence, evidence of a more trustworthy complexion, of greater probative force, is not to be had." What he means is this: if A. can depose that he heard B. say so-and-so, and B. is alive, and his attendance can be procured—then if B. is not called A.'s statement is not evidence; but if B. is dead or cannot be called then A.'s statement should be received in evidence for what it is worth, a distinction which the English law observes in proof of pedigree and some other instances. But Bentham says that even if B. is alive, and his attendance can be procured, still A.'s evidence should be admitted as indicative evidence or evidence of evidence.

ON APPOINTMENTS IN FRAUD OF POWERS.

It is quite an elementary proposition of equity, that appointments in fraud of powers are bad. Appointments in fraud of powers are divisible into two classes—the first, where the power is executed in pursuance of some bargain, either with the appointee, or some other person (as in *Wellesley* v. *Mornington*, 2 K. & J. 143), for the benefit of the donee; and the second, where there is nothing in the nature of a bargain, but the donee's purpose in executing the power is to secure some benefit or obtain some object, not contemplated by the instrument creating the power. *Daubeny* v. *Cockburn* (1 Mer. 626) is an example of the former class of cases, where there was a general power of appointment to children, and the donee of the power appointed to one of the children, with an understanding that he should assign a portion of the fund appointed to, or in favour of, one who was not an object of the power. *Lord Hinchingbroke* v. *Seymour* (1 Bro. C. C. 394) is an example of the latter class. In that case a father, with a power of appointment in favour of all or any one or more of his children, at such ages as he should think fit, appointed to a daughter, then aged fourteen, and in delicate health, who died a year afterwards; and it was held that the appointment was bad in equity. So, too, in *Lord Sandwich's case*, referred to by Lord Eldon (11 Ves. 479), a person exercised a power to charge his estate with a particular sum in favour of his daughter, knowing that she was in a consumption, and not likely to live long, and the Court set aside the appointment, for that his purpose was to get the fund as his daughter's administrator, not to benefit her.

But the proposition above stated must be taken with qualification. An appointment made to the intent that the appointor may obtain for himself some exclusive advantage is bad in equity; yet, if the purpose of the appointor be to confer some benefit on the objects of the power, the circumstance that the appointor does to some extent participate therein will not necessarily vitiate the appointment. In the latest case on the subject (*Re Huish's Charity*, 18 W. R. 817, the purpose of the appointment presumably was to give the donee of the power a power to grant building leases, which he did not possess under the settlement, but which was intended to be secured to him by certain rather complicated arrangements which ensued on the execution of the power. It was suggested that the transaction, being one to benefit the donee, was one in fraud of the power. Intended to benefit the donee of the power it certainly was, but only incidentally to the transaction, which was for the general benefit of all parties interested; and the Master of the Rolls said, "The meaning and good sense of the rule appears to be, that if the appointor, either directly or indirectly, obtain any exclusive advantage to himself, and that to obtain this advantage is the object and the reason of it being made, then the appointment is bad; but if the whole transaction, taken together, shows no such object, but only shows an intention to improve the whole subject-matter of the appointment for the benefit of all the objects of the power, then the exercise of the power is not fraudulent or void, although by the force of circumstances such improvement cannot be bestowed on the property, without the appointee to some extent participating therein."

The transaction in *Re Huish's Charity* wears the aspect of a preconcerted arrangement for conferring some benefit on the donee of the power, at all events. Whatever may be the aspect of the transaction, however, the Court will not act on suspicion. In *McQueen* v. *Farquhar* (11 Ves. 467) the donee of a power of appointment to his children contracted—which was the suspicious part of the transaction—for sale himself, and then appointed the property contracted to be sold to his eldest son alone, who then conveyed the property to the purchaser, the purchase-money being expressed to be paid to the father as well as the son. Lord Eldon made an unwilling purchaser take a title depending on this transaction, notwithstanding its suspicious nature. It was, in fact, the common case where a father sells and then appoints to one child in order to enable him to make a title.

In *Cockcroft* v. *Sutcliffe* (4 W. R. 340) the donee of the power appointed to two of the objects only, and then joined them in a mortgage of the property to secure a sum which was expressed to be advanced to all three. Here, as in *McQueen* v. *Farquhar*, the Vice-Chancellor

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(Sir W. Page Wood) refused to act upon mere suspicion. And in *Hamilton* v. *Kirwan* (2 Jo. & Lat. 293), where no fraud was proved, Lord Chancellor Sugden declined to set aside the transaction upon suspicion, though strong. Lord Eldon, in *McQueen* v. *Farquhar* (*ubi sup.*), was apprehensive that to act upon suspicion would make havoc with many titles, and such would equally be the case at the present time. Suspicion is a ground for the most jealous investigation; but if investigation leave no ground for judicial conviction that the purpose was fraudulent, the Court will not interfere (*Re Marsden's Trusts*, 7 W. R. 520).

The Court inquires with what purpose or object a power was exercised, but does not inquire into the motives which actuated the appointor—*i.e.*, the feeling or sentiment which prompted him upon the occasion (*Vane* v. *Lord Dungannon*, 2 Sch. & Lef. 118). "It is one thing to look into the purpose of the act which was done, and another thing to examine into the motives which led to that purpose," according to Lord Justice Turner in *Topham* v. *Duke of Portland* (12 W. R. 697). The distinction between the *intent* of an appointor and his *motives* is, according to the Master of the Rolls (*Re Huish's Charity*, *ubi sup.*) very thin. Unquestionably, the motives of an appointor may be equally unconscientious with his purpose, but the feelings which prompt a man to do a particular act can never be certainly known, while the purpose with which he does the act may be inferred from the act itself and the surrounding circumstances.

Where the purpose is unconscientious the appointment is bad. An example of this is *Re Marsden's Trusts* (*ubi sup.*) In that case a married lady had a power of appointment to her children, and she appointed to her eldest daughter, who was nearly of full age, if she should attain twenty-one or marry. The object was that the daughter should make a further provision for her father, and the appointment was in consequence held bad, although it was not communicated to the daughter until after the death of the appointor. The decision, therefore, proceeded solely upon the purpose with which the appointment was made being fraudulent, as there was nothing in the nature of a bargain between the appointor and the appointee.

We thus see that a literal execution of a power may be bad where the purpose is fraudulent. The second case of *Topham* v. *Duke of Portland* (18 W. R. 235), is an illustration of this principle. The Court in that case set aside the execution of a power which had been literally exercised. The appointment was not made in pursuance of a bargain, nor even of a secret understanding, between the appointor and the appointee; it was simply made in the expectation that the appointee would comply with the appointor's known wishes as to the disposal of the fund appointed, and religiously carry those wishes into effect. It was not the case of a trust binding the conscience of the appointee; it was simply the case of a power exercised for an ulterior object, which equally vitiates the appointment, whether it be communicated to the appointee or not, as we have seen in *Re Marsden's Trusts* (*ubi sup.*). If the purpose be fraudulent (in the technical sense), the appointor's object need not be disclosed. That there should be an ulterior object is quite sufficient. A power can only be well exercised within the limits prescribed by the donor; and a literal execution of a power, as in *Topham* v. *Duke of Portland*, with a purpose which the power does not sanction, is in the contemplation of the Court a fraud on the power.

GREECE.—The Government has refused to permit English barristers to be present at the inquiry relative to the affair at Marathon. The English Minister has protested against this decision.

NEW RECORDERSHIPS.—The *Bradford Times* says that it is probable that Bradford, Halifax, and Huddersfield will have recorders appointed to them. The names of several gentlemen have been mentioned as likely to receive the appointments.

RECENT DECISIONS.

EQUITY.

MORTGAGE—REDEMPTION IN INVITUM.

Pearce v. *Morris*, L.C., 18 W. R. 196.

Where several persons are interested in the equity of redemption of a mortgaged property—whether their interests are concurrent in point of time, as in the case, for instance, of tenants in common or joint tenants, or successive, as of tenant for life and reversioner—any one of them may require the mortgagee to let him redeem. If there happen to be a tenant for life and reversioner, each of whom wishes to redeem, it is well settled by *Wicks* v. *Scrivens* (1 J. & H. 219), following *Ravald* v. *Russell* (1 You. 19), that the tenant for life has the *pas*. As Alexander, C.B., put it in *Ravald* v. *Russell*, if the tenant for life has to keep down the interest, it is justice to give him the right of preemption. But the tenant for life, after redeeming, holds the property only on the trusts of the settlement (*Wicks* v. *Scrivens*).

As between a part owner and the mortgagee, the latter is bound to accept and re-convey on a tender of principal, interest, and costs by the former, but he can insist on the part owner redeeming the whole property or none (*Cholmondeley* v. *Clinton*, 2 J. & W. 134). Nor, for instance, in a case in which the equity of redemption is settled in undivided shares, can one of the parties to a redemption suit insist on a partition being effected, for the mortgagee is a stranger to that matter, and the Court will not compel him to mix himself up with it.

A mere stranger is of course not entitled to redeem; or else the whole world might race to deprive a mortgagee having a good investment security. The mortgagee therefore—when an offer to redeem him is made by some one not by him known to be the owner of the equity of redemption of the whole estate—is entitled to satisfactory and reasonable evidence that the person tendering is not a mere stranger; and he "may retain the mortgaged estate against every one who cannot show a title to compel redemption" (*James* v. *Biou*, 3 Swanst. 237).

Pearce v. *Morris* marks a reasonable rule for guidance in cases where the tender is made by a purchaser of the equity of redemption. As Lord Hatherley observes, a mortgagee in such a case might feel himself in a doubtful position; if he refused the tender he might lose his subsequent interest, and if he conveyed, he might be conveying to some one who would turn out to be the wrong person. In this case a purchaser of the equity of redemption filed his bill before he had got a conveyance, a conveyance being made to him before decree. Lord Hatherley observed that until he had got his conveyance from the mortgagor he had no equity to compel the mortgagee to convey and give him up the deeds. The bill was prematurely filed.

UNCLAIMED STOCK—PRACTICE.

Rushworth v. *Walden*, V.C.M. 18 W. R. 204.

The practice under the Unclaimed Stock Acts (8 & 9 Vict. c. 62, &c.) for obtaining transfers of unclaimed stock from the Commissioners for the Reduction of the National Debt is detailed in Daniell, Ch. Pr. p. 1851. If the applicants fail to satisfy the Bank of England of their title they apply to the Court of Chancery by petition, which is served on the Attorney-General, as well as on the Commissioners. It is stated in Daniell (*ubi sup.*) that the costs are usually directed to be paid out of the fund recovered. But in *Rushworth* v. *Walden* Mr. Wickens for the Crown and the Commissioners laid down the practice of this department to be that the costs are not to be made payable out of the fund but by the petitioners, the transfer being made conditionally on previous payment; also that when the stock has to go to the credit of a cause, it is not to be made direct to the credit of the cause, but to the petitioners, they un-

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dertaking to transfer it to the credit of the cause. The Vice-Chancellor directed the order to be drawn up according to Mr. Wickens' corrections. We are not prepared to say that this practice, which seems on its face to be merely roundabout, may not be justified by some machinery reasons. All we have to do is to remind our readers to note the point.

COMMON LAW.

"CARGO"—CONSTRUCTION.

Kreuzer and Another v. *Blanck*, Ex., 18 W. R. 813.

The question in this case was whether a contract to deliver a "cargo" of a specified quantity of particular goods was performed by tender of a portion of a cargo, such portion containing the specified quantity of the ordered goods. The defendant ordered a cargo, and the plaintiffs tendered a part of a cargo, which the defendant refused. The defendant was held entitled to refuse the goods on the ground that a cargo and a portion of a cargo are entirely different things, although in each the goods may be of the same quantity and quality.

The defendant argued that it might make a most material difference to the consignee whether a whole or only a portion of a cargo were consigned to him. If he has the whole cargo he is entitled to delivery of the cargo on payment of the freight due upon it. If any is lost, there can be no question as to the effect of the loss, and also there can be no difficulty as to the selection of a port of discharge. If, however, the same quantity of goods, forming part only of a cargo, were consigned, the consignee might be placed in a much less favourable position. His portion of the cargo might be retained by the shipowner until not only the freight due upon that portion was paid, but until the freight due upon the whole cargo was paid. Again, much difficulty might arise in cases of a partial loss of the cargo and in the choice of a port of discharge.

The majority of the Court adopted these arguments in their judgments. Martin, B., dissented. The principle of this decision is general as to the ordinary meaning of the word "cargo," but, on the special facts of the case, there were some circumstances to show that the meaning given by the Court to this word was the meaning in which it had, in fact, been employed by the plaintiffs and the defendant. The judgments, however, turn rather upon the general question of construction than on the peculiar facts, and the case may be considered a general authority for the meaning of the word "cargo." Of course, if the word were used in a special sense in any particular trade or locality, evidence might be given to show such special meaning in accordance with the ordinary rules of evidence. In the absence of such evidence *Kreuzer* v. *Blanck* shows that a cargo means "the whole loading" of a vessel, in accordance with the definition of the word given long ago in the case of *Sarjent* v. *Reed* (2 Str. 1228).

PRINCIPAL AND AGENT—PAYMENT TO AGENT BY CHEQUE.

Bridges v. *Garrett*, Ex. Ch., 18 W. R. 815.

"The general rule of law is that an authority to an agent to receive money implies that he is to receive it in cash. If the agent receives the money in cash, the probability is that he will hand it over to the principal, but if he is allowed to receive it by means of a settlement of accounts between himself and the debtor, he might not be able to pay it over; at all events, it would very much diminish the chance of the principal ever receiving it, and upon that principle it has been held that the agent, as a general rule, cannot receive payment in anything else but cash" (*Sweeting* v. *Pearce*, 7 C. B. N. S. 485, affirmed in Ex. Ch. 9 W. R. 342).

The application of this rule was in dispute in *Bridges* v. *Garrett*. The defendant was admitted to a copyhold in a manor of the plaintiff's by one Craig, acting as deputy of the steward of the manor. Craig was also the defendant's solicitor in the purchase. The defendant paid Craig by a crossed cheque £87 10s. 8d., made up of the fine payable to the plaintiff as lord of the manor, of the steward's fees, and also of Craig's own fees as the defendant's solicitor. The cheque was duly paid by the defendant's bankers to Craig's banker, and Craig's banker retained the amount against Craig's overdrawn account. The plaintiff then sued the defendant for the amount of the fine; and the question was whether the payment by the defendant was a good payment as against the plaintiff. The majority of the Court below held that the payment was not good, on the authority of the rule we have cited from *Sweeting* v. *Pearce*. They said, "The payment was not a payment in cash. It was not even by an ordinary cheque payable to bearer, but it was by a cheque which by being crossed was made payable to the banker of Mr. Craig, and the state of his account with his banker was such that he never did and never could receive the amount so as to be able to pay it over to the lord or the steward." This decision has now been overruled in the Exchequer Chamber, principally on the ground that Craig was not bound to pay over in specie the money he received from the defendant. He was only bound to account for it to the steward, and, therefore, it was not necessary that the payment to Craig should be in cash. Blackburn, J., points out clearly the distinction between the case of an agent bound to pay over in specie and one bound only to account, and he concludes: "Here what took place was no more than if the defendant had gone and paid the money into Craig's bankers, and that would discharge the defendant and make Craig at once liable; and the fact of Craig's account being overdrawn would be quite irrelevant." *Bridges* v. *Garrett*, does not in any way overrule *Sweeting* v. *Pearce*, it only decides that the rule there laid down does not apply to such facts as those in *Bridges* v. *Garrett*.

BANKRUPTCY.

LIQUIDATION BY ARRANGEMENT—TITLE OF TRUSTEE—EXECUTION—PRIORITY.

Re Morton, C. J. Bkcy., 18 W. R. 890.

Ex parte King, re Skinner, C. J. Bkcy., 18 W. R. 918.

Ex parte Veness, re Gwynne, C. J. Bkcy., 18 W. R. 979.

These three cases, in which judgment appears to have been given on the same day, relate to, and throw much light upon, the very important and very difficult question of the priority of title as between an execution creditor and a trustee in liquidation, when the execution and the liquidation occur at nearly the same time.

In order to make the subject intelligible, and the bearing of these cases quite clear to our readers, it will be well to consider first what we may call the common law of bankruptcy upon this subject; secondly, the state to which statutory provisions had brought the law prior to 1869; thirdly, the changes wrought by the Act of 1869 in case of bankruptcy; fourthly, the distinction, if any, between bankruptcy and liquidation so far as the terms of the Act are concerned; and lastly, the precise effect of the decisions under review.

First, then, it is a rule as old as the bankruptcy laws—as old, at least, as the statute of Elizabeth—that the goods of a bankrupt, "when he became bankrupt," pass for the benefit of creditors. In the modern bankrupt law this has come to be a rule, that the title of the assignee or trustee relates back to the act of bankruptcy. A second rule is that from whatever time the assignee's or trustee's title dates, he takes the bankrupt's property as from that date, exactly as the bankrupt had it, for the same estate or interest, and subject to the same charges, liens and securities. From these two principles taken together, it followed—first, that if a creditor, levied execution upon the goods of his debtor, however *bonâ fide* and unsuspectingly, and the debtor was afterwards adjudicated a bankrupt, and it turned out that an act of bankruptcy upon which the assignees were entitled to rely had been committed before seizure under the execution, the execu-

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tion creditor lost the benefit of his execution, and had to hand over the proceeds to the assignees, for the plain reason that, by virtue of the doctrine of relation, the goods which were seized were not the goods of the debtor, but of the assignees. On the other hand, if the seizure took place before the act of bankruptcy, then the assignees, taking as from the act of bankruptcy, took subject to the execution creditor's security (see *Edwards* v. *Scarsbrook*, 11 W. R. 33; *Parsons* v. *Lloyd*, L. R. 1 Ex. 307 n.). Both these rules were found to work hardship, and they led to very difficult inquiries as to fact. Our readers will find an example of a case in which the execution creditor won the race by just two hours, in *Sadler* v. *Leigh* (4 Camp. 195).

In altering the law the Legislature had, of course, in the case of seizure before act of bankruptcy committed to alter it in favour of the assignees; in the case of seizure after act of bankruptcy committed, in favour of the execution creditor. Accordingly (to say nothing of earlier enactments) section 184 of the Consolidation Act, 1849, dealt with the one case, and enacted that an execution creditor should only receive a rateable part of his debt unless his execution were *levied by seizure and sale before petition* (see *O'Brien* v. *Brodie*, 14 W. R. 840). The other case, that of seizure after act of bankruptcy committed, was dealt with by section 133 of the same Act. It enacted that all executions *bonâ fide levied by seizure and sale before petition* should be valid, notwithstanding any prior act of bankruptcy, *provided the creditor had not at the time of so levying notice of any prior act of bankruptcy*. In *Edwards* v. *Scarsbrook* it was expressly decided, and we think rightly, upon the principles already stated, that this last section had no application to the case of an execution in which the seizure preceded the act of bankruptcy; that case being governed by what may be called the common law rule, except so far as section 184, already referred to, modified it. This was the state of the law down to 1869.

The Bankruptcy Repeal Act, 1869, repealed all the sections which we have referred to as previously in force. And we have to see what is enacted in their place.

There is nothing in the New Bankruptcy Act corresponding with section 184 of the Act of 1849; nor anything expressly dealing with the case of an execution in which the seizure precedes the act of bankruptcy. So that, as far as express enactment is concerned, there is nothing to prevent what we have called the common law rule from taking effect, and giving validity to every seizure occurring before the act of bankruptcy. Section 13, however, empowers the Court of Bankruptcy at any time after petition to stay proceedings in any legal process, and also to appoint a receiver. And in the cases now under review the Chief Judge seems to suggest that an application under this section might defeat the execution creditor's right in a case of seizure before act of bankruptcy, where the sale had not taken place before petition. But it is very difficult to see how this can be so. If a receiver be appointed, what are his powers? Plainly to take possession of that to which the assignees are, or are taken to have been, entitled at the moment, past or present, of the commencement of their title. But the assignees are in such a case entitled to the goods in question, subject to the lien of the execution creditor; and if so, the appointment of a receiver could not affect the case. And, again, if proceedings in the execution be stayed, what is the effect? The object of this power seems to us to be not to alter the rights of the parties, but to preserve them unaltered; to secure that the rights of the whole body of creditors as fixed at the date from which the trustee's title takes effect shall not be changed either in law or in fact by any subsequent step on the part of an individual creditor. In such a case as we are now supposing, if the execution were stayed, the next step must be to decide the question of priority between the execution creditor and the trustee. And we do not see how that could be decided otherwise than in favour of the execution creditor, for it would at once appear that he had seized before the act of bankruptcy, and that, therefore, the trustee, taking as from that date, took subject to his lien.

As to the case of an execution in which the seizure is after the act of bankruptcy, the new Act is more specific. Section 95 gives validity to "*any execution, executed in good faith by seizure and sale before the date of the order of adjudication*, if the person on whose account such execution was issued had not at the time of the same being executed by seizure and sale, notice of any act of bankruptcy committed by the bankrupt and available against him for adjudication." It will be observed that this section is more favourable to the execution creditor than than that for which it is substituted, for it gives him the whole time down to adjudication to sell instead of only down to petition. But here we think the Chief Judge is quite right in saying that section 13, giving power to stay pending proceedings, covers the vacant space. In this case the execution creditor at the time of seizure was, by relation, a simple wrongdoer; he acquired no right over the goods whatever, they were the goods of the trustee; he had only the chance, if he could sell before adjudication, of making good a title under the statute, differing therein from the creditor who seized before the act of bankruptcy whose title was valid *ab initio*. If this creditor then be restrained from selling, he is restrained from doing that which alone could perfect his title; things are left as they were by relation at the date of the act of bankruptcy, and the title of the trustee must prevail.

We have next to consider the case of liquidation by arrangement as distinguished from that of bankruptcy. Section 125, the one relating to liquidation, enacts, among other things, in clause 4, that "the liquidation by arrangement shall be deemed to have commenced as from the date of the appointment of the trustee." By clause 7 "the trustee under a liquidation shall have the same powers, and perform the same duties, as a trustee under a bankruptcy, and the property of the debtor shall be distributed in the same manner as in a bankruptcy; and, with &c., all the provisions of this Act shall apply to the case of a liquidation by arrangement, in the same manner as if the word bankrupt included a debtor whose affairs are under liquidation, and the word bankruptcy included liquidation by arrangement; and in construing such provisions the appointment of a trustee under a liquidation shall, according to circumstances, be deemed to be equivalent to and a substitute for, the presentation of a petition in bankruptcy, or the service of such petition, or an order of adjudication in bankruptcy."

Upon these enactments the question at once arises—Is the effect of the words "the liquidation shall be deemed to have commenced from the appointment of the trustee," to make the appointment of the trustee the ultimate point back to which the title of the trustee can be traced, and behind which you cannot ordinarily reopen any matter, as the "commencement of the bankruptcy," defined by section 11, is in the case of a bankruptcy? Or are the words, "the provisions of this Act shall, so far as applicable, apply to the case of a liquidation" with their context sufficient to import into the case of liquidation all the provisions by virtue of which the title of a trustee in bankruptcy relates back to an earlier act of bankruptcy? Or, without considering the various provisions of the Act in detail, do the words, "the property of the debtor shall be distributed in the same manner as in bankruptcy," taken in connection with their context, render everything distributable in case of liquidation which would be so in a bankruptcy, if occurring at the same moment? And lastly, what is the bearing of these questions upon the case of an execution? The first of these questions the Chief Judge, in the cases under review, distinctly answers in the negative; he says that "the liquidation shall be deemed to have commenced" only means that "the active prosecution of the liquidation shall thenceforth ensue." Secondly, the chief judge in

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these cases disclaims any intention to decide whether or not the doctrine of relation applies to the case of a liquidation by arrangement. But it appears to us clear that he really does decide the question, and decides it in the affirmative; for he arrives at conclusions that cannot be sustained except by virtue of that doctrine. The view which the learned judge intends to convey seems to be something like that which would be expressed by an affirmative answer to the third question. But as the result is substantially to apply the doctrine of relation to the cases of liquidation, the distinction is rather one of words than of things.

This brings us to the individual cases now before us. In *Re Morton* a judgment creditor proceeded to levy execution upon the goods of his debtor. The seizure was completed *before any act of bankruptcy was committed*, or any step towards liquidation taken. A petition for liquidation was then presented, and in due course a trustee was appointed; but between the date of the petition and the appointment of the trustee, the goods were sold. The trustee claimed to be entitled to the money; but the Chief Judge, on the authority of *Edwards* v. *Scarsbrook*, held that the right of the execution creditor must prevail. This decision was clearly right; it follows necessarily from the principles we have explained. We may also point out that, according to those principles, and to *Edwards* v. *Scarsbrook*, the result would have been the same if the sale had been after the appointment of a trustee instead of before it; for section 95 of the new Act, like section 133 of that of 1849, applies only to executions in which the seizure is after an act of bankruptcy; and there is no new section corresponding to section 184 of the Act of 1849. The learned judge, indeed, suggested that in such a case the state of affairs might be altered by staying proceedings in the execution; but we have already given our reasons—reasons which we think must prevail whenever the question comes to be decided—for taking a different view.

In *Ex parte Veness* the facts were different, and, unfortunately, the view of the facts taken by the learned judge is not as clear as might be wished. In that case the judgment creditor seized the goods of the debtor. After the seizure a petition for liquidation was presented, an order was made restraining the execution, and a trustee was appointed, no sale having taken place. So far the facts are clear. The point upon which the doubt arises is this:—On one side it was contended that *prior to the seizure* an act of bankruptcy had been committed by the debtor; and, unfortunately, the judge has left it uncertain whether his decision is founded on the assumption that this was so, or not. Yet, in reality, in this point lies the whole key to the case. We give, in his own words, the passage in which the Chief Judge expresses the grounds of his decision. "Laying aside all considerations appertaining to the law of relation in bankruptcy (on which I do not think it necessary, or expedient now to pronounce any opinion), it seems that, a trustee having been appointed, and the date of his appointment being the commencement of the liquidation (the period at which the property of the debtor vests in him), and of the same force and effect as if an order of adjudication in bankruptcy had on that day been made, it cannot be questioned that any execution levied on such property would be ineffectual as against the trustee, unless it is protected by some provision of the statute. The only protection applicable to the case is to be found in the third division of the 95th section, which renders valid any execution against the goods of a debtor executed in good faith by seizure and sale before the date of the order of adjudication. Then, was the execution of Mr. Veness within the terms thus expressed? He had seized before any petition was presented. What is equivalent to an order of adjudication has taken place, and the goods are not sold at this moment. The consequence appears to me to be inevitable that the property in the goods seized is vested and remains in the trustee."

Upon this we can only say that what the learned judge here states is unquestionably law in the case of bankruptcy, if the seizure was subsequent to the time from which the trustee's bill dates; but this is solely by virtue of the doctrine of relation, and, therefore, in applying the same rule to the case of liquidation, the learned judge really decides in favour of the applicability of that doctrine to the case of liquidation, although he expressly disclaims doing so. On the other hand, if the time from which the trustee's title dates were later than the seizure, if there were no act of bankruptcy before that event to which his title could date back, it is quite clear that if "the property in the goods was vested and remained in the trustee," it could only be subject to the lien of the execution creditor. This is clear from the cases already cited. It is therefore much to be regretted that upon this important point the Chief Judge should have left the facts in any doubt.

The case of *Ex parte Key* shows a wholly different state of facts, and the decision was governed by different sections of the Act from those which we have hitherto had to consider. A judgment creditor levied execution against his debtor, *a trader, for a sum of more than* £50. The sheriff seized and sold the goods, retaining the proceeds; within fourteen days after the sale a petition for liquidation was presented, and notice was given to the sheriff; after the lapse of fourteen days from the sale a trustee was appointed, and the question was whether the trustee or the execution creditor was entitled to the proceeds of the sale. The Chief Judge decided in favour of the trustee; and we think there can be no doubt of the soundness of his decision.

Section 85 of the Bankruptcy Act enacts that "where the goods of any trader have been taken in execution in respect of a judgment for a sum exceeding £50 and sold, the sheriff shall retain the proceeds in his hands for fourteen days, and upon notice being served upon him within that period of a bankruptcy petition having been presented against him, such trader *shall hold the proceeds, after deducting expenses, on trust to pay the same to the trustee.*" The portions of section 125 which put a liquidation by arrangement on the same footing as a bankruptcy have been already cited.

In the case now before us the Chief Judge held that for the purpose of section 85 a petition for liquidation has the same effect as a petition in bankruptcy; and that, as in the case of bankruptcy, notice to the sheriff within fourteen days was operative, though the appointment of trustees may come later. This being so, section 85 becomes an express enactment that in such a case the trustee in liquidation shall have the proceeds of the sale, and that without any regard to the doctrine of relation. The rights of the trustee must therefore prevail, unless the creditor can bring himself within the protection of section 95. But the Chief Judge held that as the seizure was for more than £50, and against a trader, and was therefore, by section 6, itself an act of bankruptcy, the execution creditor could not be said to be without notice of an act of bankruptcy; and, moreover, section 95 is expressly made subject to the provisions of section 85.

The salary of Mr. S. Robson, the newly-appointed clerk to the borough magistrates of Gateshead, has been fixed by the Gateshead Town Council at £350 per annum. The clerk was formerly paid by fees.

THE SEFTON LIBEL CASE.—Mr. Leng, proprietor of the *Sheffield Telegraph*, was tried on Thursday, at the Leeds Assizes, for publishing a libel on the Earl and Countess of Sefton. Sir John Karslake, who conducted the prosecution, stated that the plaintiff was actuated by no vindictive spirit, but the Earl felt it to be his duty to the public to lay a criminal information against the defendant. Mr. Digby Seymour, who appeared for Mr. Leng, said that his client had made an ample apology for the indiscretion of his sub-editor, Mr. Peddie, and contended that Mr. Leng was not responsible, as when the paragraph was published he was ill at home, and unable to exercise his usual supervision over what went into the paper. The defendant was, however, found guilty, but sentence was deferred.

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REVIEWS.

The American Law Review, July, 1870. Boston: Little, Brown & Co.

The present number of the *American Law Review* is fully up to the high standard of merit which this periodical has long maintained. The first article in the number is on "Precatory-Trusts in Wills." The writer carefully examines the most important cases bearing on the subject, and elaborately defends the English rules of construction applicable to such trusts against the objections which have from time to time been urged against them. The next article is an interesting account of "The Howland Will Case," a case which has excited much attention in Pennsylvania. The several digests, and the summary of events, with which, as usual, the number closes, are carefully executed.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the Hon. W. C. SPRING-RICE, as Chief Judge.)

August 5.—*Re Rouse.*

Bankruptcy Act, 1869, *ss.* 84 *and* 89.

The bankrupt had formerly been a clerk in the War Office, but had retired upon a pension; the adjudication was made on 30th May last upon a creditor's petition. At the first meeting the petitioning creditor was the only one who attended and the meeting was adjourned under rule 94, but such adjourned meeting being again attended by such creditor only and no other, the Registrar reported the fact to the Court for its decision under section 84 of the Act, and such report was appointed to be considered by the Court on the 14th of July last, when, on the application of Mr. E. H. Reed, on behalf of the petitioning creditor, supported by affidavit that the only chance of the creditors of the bankrupt being paid was by the proceedings in the bankruptcy being allowed to go on, with the aid of the Registrar as trustee, and the Court making an order for payment to the trustee of a portion of the bankrupt's pension under section 89 of the Act. Mr. Registrar Brougham, sitting as Chief Judge, considered it was a case in which the proceedings should be allowed to continue, and made an order accordingly.

Mr. W. W. Aldridge, representing the registrar as trustee, now applied to the Court that a portion of the bankrupt's pension should be set aside towards payment of his debts. He said that the bankrupt had a pension of £247 a-year, but under a former bankruptcy he had been ordered to set aside £75 towards the payment of his debts of £500. It was now asked that he should set aside £45 a-year in liquidation of his present debts, leaving him in the receipt of £126.

The REGISTRAR asked under what section the application was made.

Mr. Aldridge said it was under the 89th.

His HONOUR, after referring to the section, made the order as asked.

Solicitor for the petitioning creditor, *J. S. Cole.*

(Before Mr. REGISTRAR PEPYS.)

August 10.—*In re The O'Donoghue, M.P.*

An adjudication of bankruptcy has been made, on the petition of Mr. J. N. A. Wallinger, against the O'Donoghue, M.P. for Tralee. The petitioning creditor, Mr. Wallinger, who resides in Brussels, is a judgment creditor of the bankrupt for £184, and the act of bankruptcy alleged is the non-payment of that amount in accordance with the terms of a debtor's summons issued pursuant to the provisions of the new law. The bankrupt is described as "Daniel the O'Donoghue, M.P., of 3, St. James's-street, Pall-mall, of no occupation." The first meeting of creditors will be held on the 31st inst.

REVISING BARRISTERS.—Mr. W. John Ewins Bennett, Mr. J. Stratford Dugdale, and Mr. Chas. Hamilton Bromley have been appointed by the Lord Chief Baron the new revising barristers for the Midland Circuit. Mr. Henry Frederick Gibbons has been appointed an assistant revising barrister. One assistantship still remains to be filled.

APPOINTMENTS.

Mr. GEORGE MELLISH, Q.C., of the Common Law Bar, has been gazetted as one of the Lords Justices of the Court of Appeal in Chancery, in succession to the Right Hon. Sir G. M. Giffard, deceased. At the Privy Council held at Windsor on the 9th of August, the new Lord Justice was introduced and sworn in a member of that body, and afterwards received the honour of knighthood. The Right Hon. Sir George Mellish, who is in his fifty-sixth year, is the second son of the late Very Rev. Edward Mellish, Dean of Hereford, by Elizabeth Jane, daughter of the late Very Rev. William Leigh, of Rushall-hall, Staffordshire, who was also for some time Dean of Hereford; he is therefore a younger brother of the late Colonel William Leigh Mellish, of Hodsock Priory, near Worksop, Notts. He was educated at University College, Oxford, where he graduated B.A., in 1837, and afterwards proceeded M.A. In November, 1837, he was admitted to commons at the Inner Temple when only twenty-two years of age, but was not called to the bar till eleven years afterwards—namely, June, 1848. For many years he travelled the Northern Circuit, and received his silk gown in February, 1861, in the same year that Sir Richard Baggallay, Sir J. B. Karslake, and Sir J. D. Coleridge, became Queen's Counsel. In April, 1861, he was elected a Bencher of the Inner Temple. He had long enjoyed an extensive practice in the Courts at Westminster-hall, but he sometimes appeared in the Courts at Lincoln's-inn, and had a large business in cases before the Privy Council and House of Lords. The new Lord Justice is the first occupant of the post who has been taken directly from the Common Law Bar. One of the first Lords Justices, however, appointed after the passing of the Act constituting the court was the late Lord Cranworth, who was for many years a baron of the Court of Exchequer, and afterwards became Lord Chancellor. More recently two members of the common law bar have occupied the woolsack—namely, Lords Chelmsford and Campbell. Lord Lyndhurst had also practised at the common law bar.

Sir ROBERT PORRETT COLLIER, Attorney-General, has been appointed Recorder of Bristol, in succession to the late Mr. Serjeant Kinglake. Sir Robert is the son of the late John Collier, Esq., a merchant and shipowner (who was M.P. for Plymouth from 1832 to 1841), by Emma, fourth daughter of the late Robert Porrett, Esq., of North Hill House, near Plymouth. Born in 1817, he was educated at the Plymouth Grammar School, and afterwards proceeded to Trinity College, Cambridge, where he graduated B.A. in 1841. He was called to the bar at the Inner Temple in January, 1843, and became a member of the Western Circuit; he was created a Queen's Counsel in 1854, with a patent of precedence, and was shortly after chosen a bencher of his inn. He was counsel to the Admiralty and Judge Advocate of the Fleet from December, 1859, till October, 1863, when he was appointed Solicitor-General and knighted. In July, 1866, on the fall of Lord Russell's Government, Sir Robert Collier ceased to be Solicitor-General; but on Mr. Gladstone forming an administration in December, 1868, he was appointed Attorney-General, which office he has since continued to hold. He was some time Recorder of Penzance previous to becoming Solicitor-General, and has been M.P. for Plymouth since 1852, having unsuccessfully contested Launceston in 1861. Having accepted the recordership of Bristol there will be a new election for Plymouth, and the writ has accordingly been issued. Sir Robert Collier will hold the Bristol recordership in conjunction with his office of Attorney-General, the present Lord Chief Justice of England (Sir A. Cockburn) having held both offices from April, 1854, till he was appointed Lord Chief Justice of the Court of Common Pleas in November, 1856.

Mr. WILLIAM GEORGE WHITTALL LOVELL, solicitor of Banbury, has been elected clerk to the magistrates of Deddington, in the room of Mr. Henry Churchill. The other candidates were Messrs. A. Wilson, Buller & Pierce, J. F. Haynes (late of Banbury), Mark Smith, of Brackley, and C. D. Faulkner, of Deddington. Mr. Lovell, the new clerk, was admitted an attorney in Easter Term, 1865.

Mr. FREDERIC MOREHOUSE METCALFE, solicitor of Wisbech, Cambridgeshire, has been appointed a public notary by his Grace the Archbishop of Canterbury, with authority to practice at Wisbech and within a circle of ten miles from that town. Mr. Metcalfe took out his certificate as a soli-

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citor in Hilary Term, 1852, and holds the office of Clerk of the Peace for the Isle of Ely.

Mr. FREDERIC WILLIAM TOMKINSON, solicitor, of Burslem, has been appointed a Commissioner for taking the acknowledgments of deeds by married women in and for the county of Stafford.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

August 8.—The *Foreign Enlistment Bill* went through all its stages and was passed.

The *Education Bill*.—Their Lordships agreed not to insist upon such of their amendments as the House of Commons had refused to concur in.

The *Ecclesiastical Titles Act Repeal Bill*.—The Earl of Kimberly felt that under the circumstances the Government were not in a position to press the bill; and with great regret, therefore, they must let the bill drop.

The *Stamp Duties Bill*, the *Stamp Duties Management Bill*, the *Inland Revenue Acts Repeal Bill*, the *Greenwich Hospital Bill*, the *Pensions Commutation Act* (1869) *Amendment Bill*, the *Oaths of Allegiance on Naturalisation Bill*, the *Expiring Laws Bill*, the *Consolidated Fund (Appropriation) Bill*, *Joint Stock Companies Arrangement Bill*, and the *Sanitary Act (Dublin) Amendment Bill*, were read a second time.

The amendments on the *Local Government Supplemental (No 2) Bill* were reported and confirmed.

The *Glebe Loans (Ireland) Bill*, the *Post Office Bill*, the *Census (Ireland) Bill*, the *Meeting of Parliament Bill*, the *Canada (Guarantee of Loan) Bill*, the *Constabulary Force (Ireland) Bill*, the *Public Schools Act* (1868) *Amendment Bill*, the *Norfolk Boundary Bill*, the *Real Actions Abolition (Ireland) Bill*, the *Matrimonial Causes and Marriage Law (Ireland) Bill*, the *Census (Scotland) Bill*, the *Beerhouses Bill*, the *Truck Commission Bill*, the *Queen's Bounty (Superannuation) Bill*, and the *Public School Act* were read a third time and passed.

The Commons' amendments on the *Sheriffs (Scotland) Act* (1853) *Amendment &c. Bill*, the *Annuity Tax Abolition (Edinburgh and Montrose, &c.) Act* (1860) *Amendment Bill*, and the *Telegraph Acts Extension Bill*, were considered and agreed to.

August 9.—The Royal assent was given by commission to the following bills?—*Gun Licences Bill; Paupers Conveyance (Expenses) Bill; Evidence Further Amendment Act* (1869) *Amendment Bill; Medical Officers' Superannuation Bill; Siam and Straits Settlement Jurisdiction Bill; Wages Investment Limitation (Scotland) Bill; Settled Estates Bill; Dublin City Voters' Disfranchisement Bill; Shipping Dues Exemption Act* (1847) *Amendment Bill; Vestries (Isle of Man) Bill; Extradition Bill; Sanitary Act* (1866) *Amendment Bill; Passengers Act Amendment Bill; Curragh of Kildare Bill; Magistrates' Re-election (Scotland) Bill; Life Assurance Companies' Bill; Factories and Workshops Bill; Forgery Bill; East India Contracts Bill; Brokers (City of London) Bill; Married Women's Property Bill; Petty Sessions Clerks (Ireland) Act* (1858) *Amendment Bill; Larceny Advertisements Bill; British Columbia Bill; Army Enlistment Bill; Juries Bill; Tramways Bill; Elementary Education Bill; Post Office Bill; Census (Ireland) Bill; Meeting of Parliament Bill; Canada (Guarantee of Loan) Bill; Constabulary Force (Ireland) Bill; Public Schools Act* (1858) *Amendment Bill; Sheriffs (Scotland) Act* (1853) *Amendment &c. Bill; Annuity Tax Abolition (Edinburgh and Montrose) Act* (1860) *Amendment Bill; Telegraphic Acts Extension Bill; Foreign Enlistment Bill; Queen Anne's Bounty Superannuation Bill; Public Acts Amendment (No. 2) Bill; Clerical Disabilities Bill; Turnpike Acts Continuance Bill; National Debt Bill; Statute Law Provision Bill: Pedlars' Certificates Bill; Gas and Water Facilities Bill; Sewage Utilisation Supplemental Bill; Drainage and Improvement of Lands (Ireland) Supplemental (No. 2) Bill; Pier and Harbour Orders Confirmation (No. 2 and No. 3) Bills; Blackburn Corporation Improvement Bill; Alexandra (Newport) Docks Bill; Dagenham (Thames) Docks Bill; Newry and Greenore Railway Bill;* and *Poole and Bournemouth Railway Bill.*

The *Census Bill*.—On the motion of the Earl of Morley, their Lordships gave up the amendments which they had introduced into this bill, and to which the Commons had refused to agree.—The bill was then read a third time and passed.

Stamp Duties Bill and *Stamp Duties Management Bill*.—These bills were read a third time and passed.

Inland Revenue Acts Repeal Bill.—This measure was read a third time and passed.

Local Government Supplemental (No. 2) Bill.—This bill was read a third time and passed.

Greenwich Hospital Bill.—This bill was read a third time and passed.

Pensions Commutation Act (1869) *Amendment Bill*.—This bill was read a third time and passed.

Oaths of Allegiance on Naturalisation Bill.—This bill was read a third time and passed.

Expiring Laws Bill.—This bill was read a third time and passed.

Consolidated Fund (Appropriation) Bill.—This measure also was read a third time and passed.

Joint Stock Companies Bill.—This bill was read a third time and passed.

The *Truck Commission Bill*.—This bill also, with some amendments, was read a third time and passed.

Aug. 10.—The Royal assent was given by commission to the following bills:—*Consolidated Fund (Appropriation), Stamp Duties, Stamp Duties Management, Inland Revenue Acts Repeal, Greenwich Hospital Pensions Commutation Act* (1869) *Amendment, Oaths of Allegiance on Naturalisation, Expiring Laws, Joint Stock Companies Arrangement, Truck Commission, Sanitary Act (Dublin) Amendment, Census (England), Census (Scotland), Real Actions Abolition (Ireland), Matrimonial Causes and Marriage Law (Ireland), Beerhouses, Glebe Loans (Ireland), Local Government Supplemental (No. 2), Glyn Valley Tramway, Pimlico, Peckham, and Greenwich Street Tramways (Various Powers), Birmingham and Staffordshire Tramways, Plymouth, Stonehouse, and Devonport Tramways, Birmingham Suburban Tramways, Portsmouth Street Tramways, London Street Tramways, North Metropolitan Tramways, Metropolitan Street Tramways, Pimlico, Peckham, and Greenwich Street Tramways (Extensions, &c.), Glasgow Street Tramways, and Liverpool Tramways.*

HOUSE OF COMMONS.

August 8.—*Militia Act Amendment Bill*.—The standing orders were suspended, and the above bill passed through its several stages.

Religious Census Bill.—The Lords' amendments were disagreed to, and a committee appointed to draw up reasons.

The Lords' amendments to the *Turnpike Acts Continuance, &c., Bill*, the *National Debt Bill*, the *Pedlars' Certificates Bill*, the *Statute Law Revision Bill*, and the *Gas and Water Facilities Bill* were considered and agreed to.

Judicial Committee Bill.—Mr. Bruce, in moving that the House should go into committee on this bill, stated that though the Government had withdrawn the other two important measures of law reform, the necessity for dealing with the Judicial Committee of the Privy Council was so great, that they felt it their duty to proceed with this measure notwithstanding the near approach of the termination of the session. It was proposed that any person who had filled the office of chief judge in any of the principal courts of India, or who had filled the office of legal member of the Council of the Governor-General might be made a member of the Judicial Committee with an addition of £1,000 a-year to his salary; and it was also proposed that retired judges might be made members with an addition of £500 a-year to their salaries. The present salary of a judge was £4,500 a year—a sum fixed upon with reference to the expenses of circuit, which were estimated at £500 a-year; and the retiring pension for a judge being £3,500, the addition of £500 would place those who were appointed to the Judicial Committee in the same position as the judge of an ordinary court, while the duties would be much less severe. The bill also contained a clause giving power to appoint to the Judicial Committee any barrister of fifteen years' standing, at a salary of £2,500, and though great objection had been made by the legal profession on the ground of the smallness of the salary, there was much to be said in favour of the proposal. Barristers were not unfrequently to be found who had not the talent of advocates in a sufficient degree to make by their profession £2,500 a-year, yet who would make most able judges. It was not, however, the intention of the Government to proceed with that part of their measure. They were also aware that the time which re-

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mained of the session was not adequate to the full consideration of the subject, and therefore they proposed to limit the operation of the bill to one year, so that the question would be reconsidered next year in connection with the High Court of Judicature and Court of Appeal Bills. Another class of judges not mentioned in the bill might, he thought advantageously be added to the Judicial Committee. There were judges who, from ill-health or other causes, would gladly retire before the expiration of the period at which they would be entitled to their full pension, if they could do so, with justice to themselves; and it was proposed to introduce into the bill a clause to the effect that after ten years' service on the bench a judge might retire at once on full pension on condition that he served the other five years on the Judicial Committee.—Mr. W. Williams moved that the House should on that day three months resolve itself into committee on the bill, and stated his objection to the measure to be that it would have the effect of reducing the greatest Court of Appeal in the whole world to the condition of a second or third rate court. And he further objected to the bill because they were at this time engaged in the entire reconstruction of our judicial system, and two bills with that view had been introduced this session which could not be proceeded with.—Mr. Henley said that a heavy responsibility rested upon the Government for having suffered such a state of things to grow up as he had described, because there was no doubt that to a certain class of her Majesty's subjects it was almost a denial of justice to postpone the hearing of their causes from time to time. But that was not the only question this House had to consider, but, upon the balance of convenience and inconvenience, whether it was not better to go on for three or four months longer, than to adopt a bad remedy. He thought this bill should not be pressed.—Mr. H. James opposed the motion of the Government. The objections to the measure were so strong that he did not think it was possible at the present period of the session to pass a satisfactory bill.—Colonel Sykes approved of the bill.—Mr. A. Kinnaird thought that the appeal made to postpone the motion was so reasonable that it ought to be listened to.—The Chancellor of the Exchequer admitted the objections which had been made to be very strong, but such a bill as this was absolutely necessary in order to enable them to deal with the vast accumulation of appeals.—Mr. V. Harcourt opposed the bill. Neither in that House no out of it had the Government been able to find a single member of the profession of the law who could say a good word for the bill. The House divided: for going into committee, 64; against it, 45—19. The House then went into committee.—Mr. W. Williams moved that the chairman do now leave the chair.—Mr. Bruce hoped the hon. and learned gentleman would not persist in his opposition to the bill.—Mr. Williams felt justified in availing himself of the forms of the House to frustrate the progress of a bill of this magnitude at the fag-end of the session.—Mr. G. Gregory thought the committee was entitled to some explanation from the law officers in regard to the provisions of the bill. The committee divided: for the motion, 39; against it 63—24. Clause 1 was agreed to. On clause 2, power to her Majesty to appoint two retired Indian judges, Mr. Bruce moved the following addition to the clause: "There shall be paid out of the revenues of India to any person appointed a member of the Judicial Committee, in pursuance of this section, during the time that he serves as a member of such committee, an annual payment not exceeding one thousand pounds, in addition to any pension he may be entitled to in respect of his services in India."—Col. Sykes proposed to insert after "Indian" the words "with the consent of the Secretary of State for India in Council."—Mr. James objected to the revenues of India being charged with the payment of persons who might have to hear English and colonial causes.—Mr. Fawcett did not see why the people of India should pay this money any more than the people of our colonies.—Mr. V. Harcourt said that the Government were bringing forward a project for law reforms which they could not get their own law officers to support. Such a circumstance was unprecedented.—Mr. Young supported the amendment.—The Chancellor of the Exchequer, replying to the member for Brighton, said that we had no power to tax the colonies. It was not fair that the legal expenses of India should be paid by the people of England. The committee divided: for the amendment, 36; against, 48—majority, 12. The committee divided upon a proposal by Mr. Bruce to add at the end of the clause words to the effect that there should be paid out of the revenues of India to any person appointed a member of the Judicial Committee, in pursuance of this section, an annual sum of £1,000, in addition to pension to which he might be entitled in respect of any services in India. For the amendment, 38; against it, 36—majority, 2.—Mr. Bruce said, considering the opposition which the measure had excited, nothing remained but to abandon the bill.

Clerical Disabilities Bill.—Mr. Rylands moved that the House should agree with the Lords in their amendments. The amendments were agreed to.

Divine Worship in Licensed Buildings Bill.—This bill was withdrawn.

August 9.—*Census (Scotland) Bill.*—The Lords' amendments to this bill were agreed to.

Beer-houses Bill.—The Lords' amendments to this bill were agreed to.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

District Court, Philadelphia.

July 2.—*Collins* v. *The Insurance Company.*

A policy of life insurance was duly executed and sent to the agent of the company, but was not delivered to the insured, and was witheld until payment of the premium should be made, which was not made when the insured died.

Held, that the contract of insurance was not complete.

Opinion of Hare, P.J.—Concisely stated, the argument of the plaintiff's counsel amounts to this, that if the minds of the parties meet in an agreement for insurance, the policy will be valid without an actual delivery. This position is one to which the Court fully accede. A binding contract will not be allowed to fail because the instrument which is the evidence of it, is retained by the covenantor. His keeping will, under these circumstances, be regarded as that of the covenantee. But on the preliminary question, is there such a contract? it must always be a material inquiry, whether the party who is alleged to have bound himself did any act manifesting an intention to put the instrument beyond his control, and render it the property of the other party. If he did not, the obligation is *primâ facie* incomplete, and those who alleged the contrary, must make out their case by proof.

In the present instance, a policy duly signed and sealed by the defendants was transmitted by them to Andrew Manship, their general agent for the state of Delaware. It was the result of an application which the plaintiff had made through Manship for an insurance on the joint lives of himself and his wife. Manship had, in the meantime, written to the plaintiff urging the payment of the premium as the condition precedent on the fulfilment of which the insurance would be effectual. The plaintiff, however, declined to pay till fall, when he hoped to be in funds from the sale of his corn. When the policy arrived, Manship sent it by mail to a Mr. Wharton, who resided in the same village as the plaintiff, with instructions to deliver it on the payment of the premium but not before. This letter reached its destination on the 6th of November, 1868, and the plaintiff's wife died on the following day, leaving the premium still unpaid. The plaintiff then sent a cheque for the amount to Manship which was returned. An action of covenant having been brought and issue joined on a plea of *non est factum*, the plaintiff was nonsuited at the trial on the ground that there was no evidence of the delivery which is essential to every deed.

It results from this review of the evidence, that the policy never ceased to be in the custody of the defendants. Manship was the general agent of the company, and while the instrument was in his hands it was in theirs; and when he sent the policy to Wharton it was with express instructions that it should not be given up until the money was paid. The policy, however, contains a clause that "this policy when signed by two officers of the company, acknowledges and is a valid receipt for the first premium thereon," and it is contended, that inasmuch as the instrument in evidence was so signed, it must be regarded as conclusive that the premium was paid. This argument, however, overlooks, that while the policy as thus explained is unquestionably a receipt, it is a receipt prepared in the expectation of a payment which was never made. It might as well be contended

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that a shopkeeper is bound by a receipted bill sent to the house of a customer who does not find it convenient to pay. Even when such an instrument is signed and delivered it may be explained. Without delivery it is merely inchoate, and of no more real value in the scales of proof than an unuttered thought, or a design which is not executed. Undoubtedly if there had been evidence showing an intention to trust the plaintiff, or take some one else for the debt and release him, the case might have gone to the jury and been determined by them. It was on this ground, that the insurers had, by charging the broker, credited the insured, that the case of *Xenos* v. *Wickham* (11 W. R. 1067), was decided by the House of Lords. Unfortunately for the plaintiff the evidence in this instance is the other way. He was cautioned by Manship that the defendants did not deal on credit, that the transaction was for cash, and that the policy would not be effectual until the money was actually paid — *Philadelphia Legal Intelligence.*

SUPREME COURT OF ILLINOIS.

H. H. Honore v. *The Lamar Fire Insurance Co.*

1. *Held, that where a mortgagee insures the mortgaged property, and a loss occurs, the mortgagor is not in all cases entitled to the benefits of the policy.*

2. *That where a mortgagee insured at his own cost without privity with the mortgagor and without his knowledge, and the property was destroyed by fire, that when the company paid the debt due the mortgagee from the mortgagor, it indemnified the mortgagee against loss and was entitled to be subrogated to his claim, and that the mortgagor, having had no connection with the insurance, could not claim its benefit.*

Opinion of the Court by LAWRENCE, J.—The appellant executed his note to Rutter, Endicott & Whitehouse, for 2,146 dols. 50 cents, and deposited with them, as collateral security, seventy-four barrels of whisky. They effected an insurance on the whisky in the Lamar Fire Insurance Company, appellee herein, at their own expense, and in their own name, and without the authority or even the knowledge of appellant. The whisky was subsequently destroyed by fire, and the company paid the policy to Rutter, Endicott & Whitehouse, first requiring an assignment of appellant's note.

The note was accompanied by a power of attorney to confess a judgment, and the company having caused a judgment to be confessed, the appellant filed a bill to enjoin its collection. On the hearing, the Circuit Court dismissed the bill.

If the insurance had been effected at the request or by the authority of appellant, or at his expense, or under circumstances that would make him chargeable with the premium, we should have no difficulty in holding him entitled to its benefits, by applying the money paid in extinguishment of so much of his debt. But none of these circumstances are presented by this record.

The appellant prosecutes his writ of error merely upon the ground that, in all cases where a mortgagee insures the mortgaged property, the mortgagor is entitled to the benefits of the policy.

This position is maintainable neither upon principle nor authority. The contract of insurance, it has been often remarked, is one of indemnity merely. Any person having an interest in property may, through an insurance, indemnify himself against loss by fire. Mortgagor and mortgagee have each an insurable interest. The interest of both may be covered in one policy, or each may take out a separate policy. In this case the mortgagees insured at their own cost, without privity with the mortgagor and without his knowledge, and when the company paid them the debt due them from the mortgagor, it indemnified them against loss, and was entitled to be subrogated to their claim. The mortgagor, having had no connection with the insurance, cannot claim its benefit.

As the premium was not paid by him or chargeable to him, as he was not aware even that an insurance had been effected until after the fire, it is difficult to see how such insurance, even when paid, can affect his liability upon his note. Even the case of *King* v. *The State Mutual Fire Insurance Company* (7 Cush., 10), on which the appellant chiefly relies, holds that in such cases the liability of the mortgagor upon his note remains the same, but that the mortgagee may recover it for his own use, although already paid by the insurance company. Certainly it is much more consonant to every principle of equity to say that the debt may be recovered for the benefit of the insurance company than that the mortgagee should be twice paid.

The doctrine of that case would sanction wager policies and furnish a dangerous temptation to incendiarism.

That the insurance company is entitled to be subrogated to the claims of the mortgagee, in such a case as the present, is held in *Carpenter* v. *Providence Washington Insurance Company*, 16 Pet. 501; *Sussex Insurance Company* v. *Woodruff*, 2 Dutcher, 555; and *Ætna Insurance Company* v. *Tyler*, 16 Wend. 397. In *Concord U. M. Insurance Company* v. *Woodbury*, 45 Maine, 452, where the assured had voluntarily assigned his claim to the insurance company upon payment by it, as in the present case, the Court held the company entitled to recover.

The question of the right to subrogation against the will of the mortgagee was not presented in that case, nor is it in this, because the assignment was made by the mortgagee upon payment of the loss. The only question strictly presented here is, whether the mortgagor has been discharged from his debt by the payment of the mortgagee's policy, and on this point there is no disagreement among the authorities.

The debt is still in existence, and the strong equity of the insurance company has been united to the legal title.

The Circuit Court committed no error in dismissing the bill.

Decree affirmed.

OBITUARY.

MR. COMMISSIONER WEST.

Mr. Martin John West, late Commissioner of the Leeds Bankruptcy Court, expired at Cadogan-place, London, on the 5th of August. The late Mr. Commissioner West was born on the 1st of June, 1786, and had therefore attained to the ripe age of 84 years. He was educated at Harrow (where he was a contemporary of Lord Palmerston, Sir Robert Peel, and Lord Byron), and at University College, Oxford. Soon after taking his degree he was elected a fellow of Merton College, and was called to the bar at Lincoln's-inn in June, 1812. In 1817 he was nominated recorder of King's Lynn, which office he held till 1868. He was appointed a commissioner of lunacy by Lord Cottenham, and held that office till 1842, in which year he was appointed a commissioner in bankruptcy for the Leeds district. This office he resigned in 1867. Mr. West married, in 1817, the Lady Maria Walpole, second daughter of Horatio, second Earl of Oxford; by this lady, who survives her husband, he had three sons and two daughters. His eldest son, Mr. Henry Wyndham West, Q.C., Recorder of Manchester, is member for Ipswich; his second son, the Rev. Richard Temple West, is incumbent of St. Mary Magdalene, Paddington; his third son, Mr. Algernon West, is private secretary to the Right Hon. W. E. Gladstone, and is a member of the Royal Household. His eldest daughter is married to Admiral the Hon. Sir Henry Keppel, K.C.B. The *Yorkshire Post*, speaking of Mr. West as a bankruptcy commissioner at Leeds, says:—"In this office he won the respect of practitioners and the commercial classes by his great courtesy and impartiality. He dispensed justice with mildness. His desire to conciliate opposing parties was so great that his judgments were in every possible case compromises between conflicting claims. This may have disentitled him to the character of a brilliant or profound lawyer, but it resulted in fewer appeals to the courts of appeal than were known in any commissioner's court in the kingdom.

MR. G. WELLER.

Mr. George Weller, solicitor (formerly of Brimington-hall), died at Derby on the 24th of July, in his seventy-eighth year. The late Mr. Weller was admitted an attorney in Trinity Term, 1834, and was for many years joint registrar of the county court at Chesterfield, in Derbyshire. He had previously carried on business in London, at Kings-road, Bedford-row, with Mr. George Henry Weller, now registrar of the county court at Derby.

MR. G. EMERSON.

The death of Mr. George Emerson, M.A., barrister-at-law, took place at Folkestone on the 3rd of August, at the early age of thirty four years. The deceased gentleman was

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educated at Brasenose College, Oxford, where he graduated B.A. in 1858, and afterwards proceeded to the M.A. degree. Mr. Emerson was called to the bar at the Inner Temple in April, 1862, and soon after joined the Western Circuit.

MR. G. H. BAYS.

Mr. George Henry Bays, solicitor, died at Newmarket-road, Cambridge, on the 16th of July, in the seventy-third year of his age. The late Mr. Bays was certificated in Easter Term, 1821, and had practised at Cambridge for many years.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION.

MICHAELMAS TERM, 1870.

The Council of Legal Education have approved of the following rules for the general examination of the students.

The attention of the students is requested to the following rules of the Inns of Court:—

"As an inducement to students to propose themselves for examination, studentships and exhibitions shall be founded of fifty guineas per annum each, and twenty-five guineas per annum each respectively, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each general examination, and one such exhibition shall be conferred on the student who obtains the second position; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations; and the Inns of Court to which such students as aforesaid belong may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the bar. Provided that the examiners shall not be obliged to confer or grant any studentship, exhibition, or certificate, unless they shall be of opinion that the examination of the students has been such as entitles them thereto."

"At every call to the bar those students who have passed a general examination, and either obtained a studentship, an exhibition, or a certificate of honour, at such examination, shall take rank in seniority over all other students who shall be called on the same day."

"No student shall be eligible to be called to the bar who shall not have attended during one whole year the lectures and private classes of two of the readers, or have been a pupil during one whole year, or periods equal to one whole year, in the chambers of some barrister, certified special pleader, conveyancer, or draughtsman in equity, or two or more of such persons, or have satisfactorily passed a general examination. Provided that students admitted before the first day of Hilary Term, 1864, shall have the option of qualifying themselves to be called to the bar, either under the 'Rules of the Inns of Court of Hilary Term, 1852,' or under these regulations."

"That not more than four terms under any circumstances be dispensed with in favour of students coming from India, or the colonies, with a view to return to residence there, and that it is not expedient to dispense with any terms for such students except on the following conditions, viz:—

"1. That students from India do satisfactorily pass an examination in Hindu and Mahommedan Law, the Indian Penal Code, the Code of Criminal Procedure, the Code of Civil Procedure, the Indian Succession Act, and in such other codes and Acts as may from time to time become law in British India; and, in addition to such examination do pass such examinations, and abide by all such rules and regulations as are now in force for students seeking a pass certificate, by examination, for call to the bar.

"2. That students from the colonies do pass such an examination as is required, and do abide by all such rules and regulations as are now in force, in order to obtain a certificate of honour.

"3. Provided that each of the four Inns of Court be at liberty to dispense with the above conditions in such very special circumstances as they may think fit, and that such circumstances be stated in the certificate of call to the bar given to every such student. The benchers of each Inn, subject to the foregoing limitations, being guided, in the dispensation of terms, by the circumstances of each particular case."

Rules for the Examination of Candidates for Honours, or certificates entitling students to be called to the Bar.

An examination will be held in next Michaelmas Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs, on or before Friday, the 21st day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Friday, the 28th day of October next, and will be continued on the Saturday and Monday following, except as regards Hindu law, &c., which will be held on Tuesday, the 1st of November.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Friday morning, the 28th October, at ten, on constitutional law and legal history; in the afternoon, at two, on equity.

Saturday morning, the 29th October, at ten, on common law; in the afternoon, at two, on the law of real property, &c.

Monday morning, the 31st October, at ten, on jurisprudence and the civil law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

Tuesday morning, the 1st November, at ten, on Hindu and Mahommedan law, and on the laws in force in British India; in the afternoon, at two, a paper upon the foregoing subjects of Hindu law, &c.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on the afternoons of Monday and Tuesday there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the general examination.

The oral examination and printed questions will be founded on the books below-mentioned; regard being had however to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examinors will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination, as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's History of the Middle Ages, chap. 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The chief statutes from the date of Magna Charta to that of the union with Scotland.
5. The principal State trials of the Stuart period.

Candidates for Honours will be examined in all the above books and subjects.

Candidates for a certificate in 1 and 3 only, or 2 and 3 only at their option.

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The Reader on Equity proposes to examine in the following books:—

1. Haynes's Outlines of Equity, or Snell's Principles of Equity; Smith's Manual of Equity Jurisprudence (last edition); Hunter's Elementary View of the Proceedings in a Suit in Equity, Part I. (last edition).

2. The Cases and Notes contained in the first volume of White and Tudor's Leading Cases. The Act to Amend the Law Relating to Future Judgments, Statutes, and Recognizances, 27 & 28 Vict., c. 112. The Act to Explain the Operation of an Act passed in the 17th & 18th Years of Her present Majesty, c. 113, intituled, An Act to Amend the Law Relating to the Administration of Deceased Persons, 30 & 31 Vict., c. 69. The Act to Remove Doubts as to the Power of Trustees, Executors, and Administrators to Invest Trust Funds in certain securities, and to declare and amend the Law relating to such Investments, 30 & 31 Vict., c. 132. The Act to Amend the Law relating to Sales of Reversions, 31 & 32 Vict., c. 4; and the Act to Abolish the Distinction as to Priority of Payment which now exists between the Specialty and Simple Contract Debts of Deceased Persons, 32 & 33 Vict., c. 46.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours, will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the Law of Real Property. (Eighth edition.)

2. Lapse. 1 Jarman on Wills, pp. 314—329. (Third edition.)

3. Limitation of Actions and Suits, 3 & 4 Wm. IV. c. 27, and the notes to that statute in Shelford's Real Property Statutes. (Seventh edition.)

4. Vested or Contingent Devises and Bequests: *Boraston's Case*, 3 Co. 19 a.; *Lady Paulett* v. *Lord Paulett*, 1 Vern. 321; *Stapleton* v. *Cheales*, Prec. Ch. 318; *Hanson* v. *Graham*, 6 Ves. 239, and the notes to those cases in Tudor's Leading Cases in Real Property and Conveyancing, pp. 713—762. (Second edition.)

5. The Dissertation on Settlements in vol. 3 of Davidson's Conveyancing, pp. 1—196. (Second edition.)

Candidates for honours will be examined in all the above subjects; candidates for a pass certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence, Civil and International Law, proposes to examine in the following books and subjects:—

1. Justinian, Institutes. B. i., with notes of Sandars.
2. Lord Mackenzie, Roman Law. Preliminary chapter on jurisprudence and principal divisions of law. Part i., on the law of persons.
3. Austin, Lectures on Jurisprudence. Lectures i. and v.
4. Maine, Ancient Law. Lectures iii., iv., vi, and vii.
5. Code Civil. Arts. 144—515.
6. Wheaton's Elements of International Law. (Edit. Dana or Lawrence.) Part i., definition, sources, and subjects of international law.

Candidates for honours will be examined in all the above subjects, but candidates for a pass certificate only in 1, 3, and 6.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. The ordinary steps and course of pleading in an action.
2. The following cases concerning contracts. Smith's Leading Cases. (Last edition.) Vol. i. and notes thereto. *Lampleigh* v. *Brathwait*, *Collins* v. *Blantern*, *Mitchell* v. *Reynolds*, *Birkmyr* v. *Darnell*.
3. The law of torts. As considered in Broom's Commentaries. (Fifth edition.) Book iii.
4. The law relating to homicide, simple larceny, and indictable fraud. Archbold's Criminal Pleading. (Sixteenth edition.) Under the above heads.

Candidates for the studentship, exhibition, or honours, will be examined in the foregoing subjects generally, and also in—

5. Taylor on Evidence. (Last edition.) Part i. "The nature and principles of evidence."
6. Byles on Bills of Exchange. (Last edition.) Chap. ii. "The transfer of bills and notes."
7. Smith's Mercantile Law. (Last edition.) Book i. "Of mercantile persons" (omitting chap. 3).

The Reader on Hindu, Mahommedan, and Indian Law proposes to examine in the following books and subjects:—

I. Hindu Law.
1. Partition.
Grady's Hindu Law, ch. x. ss. i., ii., iii., iv., v., and viii.
Strange's Manual—"Partition."
2. On judicature.
Menu's Institutes, by Grady. Ch. ix.

II. Mahommedan Law—
1. Increase.
2. Return.
Grady's Mahommedan Law, ch. vii., s. ii., ch. viii.
Macnaghten (same subjects).
3. Pawn or Rahn.
Grady's Hedayah, book xlviii.

III. The Laws in force in British India—
Intestacy and Testamentary Act. (Parts xi. to xv. inclusive.)
Civil Procedure Code. By Broughton. (Chaps. viii., x.)
Penal Code. By Starling. Forgery. (Ch. xv.)
Code of Criminal Procedure. By Starling. (Book iv., ch. i.—vii. inclusive.)

Field's Law of Evidence. Act ii. of 1855, Act xxv. of 1861, and Act xiv. of 1859.

MICHAELMAS EDUCATIONAL TERM, 1870.

PROSPECTUS OF THE LECTURES to be delivered, during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on "The History of the Law of England from the Conquest to the End of the Reign of Henry III."

With his private class the Reader proposes to go through the cases in "Broom's Constitutional Law," illustrating the "Duties of the Subject towards the Sovereign, and the Duties of the Sovereign towards the Subject."

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

I.—On the origin and nature of the feudal system of government; the private jurisdictions to which it gave rise, and their influence on judicial procedure in England.
II.—On the establishment and history of the Court of Chancery.
III.—On the custody of the great seal.
IV.—On pleadings in the Court of Chancery.

An Advanced Course.

I.—On the amalgamation of law with equity.
II.—On relief in equity against actual fraud.
III.—On relief against constructive fraud.

In the Elementary Private Class the subjects explained will be—The Creation and Incidents of Express Trusts, and the Remedies for Breaches of Trust.

In the Advanced Private Class the lectures will comprehend—Executory Trusts, and the Doctrine of Election.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

I.—On the origin, development, and decline of feudal tenures.
II.—On the Acts to further amend the law of real property. (22 & 23 Vict. c. 35, and 23 & 24 Vict. c. 38.)

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Advanced Course.

I.—On the points of contrast between feudal tenures and those recognised in modern law, the history of the substitution of the one for the other, and the existing relics of feudalism.

II.—On waste.

III.—On the apportionment of rents.

In the Elementary Private Classes the Reader will endeavour to go through a course of Real Property Law, using as a text-book Mr. Joshua Williams' "Principles of the Law of Real Property"; and in his Advanced Private Classes he will examine and comment upon cases selected from Mr. Tudor's "Leading Cases in Real Property and Conveyancing," and White and Tudor's "Leading Cases in Equity."

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law proposes to deliver, during the ensuing educational term, six public lectures on—

I.—The past and present influence of the Roman law upon the English systems of common law and equity.

II.—The Roman law, so far as it affects the colonies of England.

III.—The early history of the Roman law.

IV.—The sources of international law.

In his Private Class, the Reader proposes to discuss the Roman Law with regard to Quasi Contracts, the modes of dissolving an Obligation, and Delicts. He will use as text-books Sandars' "Institutes of Justinian," the "Code de Napoleon," "Chitty and Addison on Contracts," and "Addison on Torts."

The Reader will also discuss, in the Private Class, points of International Law relating to the "Rights of War as between Enemies," using Wheaton's "Elements of International Law" as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the Debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the subjects undermentioned:—

Elementary Course.

I.—Subdivisions and matters within the cognisance of our common law.

II.—Remedies at law and how pursued.

III.—Rules, statutory and otherwise, which regulate the procedure and mode of proof in a court of law.

Advanced Course.

I.—Contract and tort considered, how they are allied to each other, and in what respects they are dissimilar.

II.—The procedure appropriate for recovering damages in respect of breach of contract or of tort.

III.—The rules of evidence ordinarily applied at Nisi Prius.

With his Private Classes the Reader will consider in detail the various subjects above set forth, and illustrate them by reported cases, using for reference the following books and treatises:—

Elementary Class.—"Broom's Commentaries on the Common Law" (5th edition); Bullen and Leake, "Precedents of Pleadings" (last edition).

Advanced Class.—The above books, and "Roscoe on Evidence at Nisi Prius."

LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahommedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

I.—Introductory lecture.

II.—Adoption.

III.—Alienation.

IV.—Contract.

With his Private Classes the Reader will discuss minutely and in detail the subjects embraced in his public lectures.

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn of Court.	Days and Hours of Meeting. Public Lectures.	Days and Hours of Meeting. Private Classes.
Constitutional Law and Legal History, T. C. Sandars, Esq.—Lincoln's Inn Hall. Classes meet in Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 9th Nov.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 10th Nov.
Equity, W. L. Birkbeck, Esq.—Linc. Inn Hall. Classes meet in Benchers' Reading Room.	Thursdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 10th Nov.	Mond., ¼ to 4 & ¼ past 4 p.m. Wedn., & Frid. ¼ past 3 & ¼ past 4 p.m. First Class, 11th Nov.
Real Property, &c. F. Prideaux, Esq.—Gray's Inn Hall. Classes meet in the North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 15th Nov.	Mond., Wedn., & Frid. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 16th Nov.
Jurisprudence, Civil and International Law. J. Sharpe, Esq., LL.D.—Mid. Temp. Hall. Classes meet in Middle Temple Library.	Fridays, 2 p.m. First Lecture, 11th Nov.	Tuesd., Thursd., & Satrd. ¼ to 4 p.m. First Class, 12th Nov.
Common Law, H. Broom, Esq., LL.D.—In. Temp. Hall. Classes meet at the Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 14th Nov.	Tuesd., Thursd., & Satrd. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 13th Nov.
Hindu and Mahommedan Law, and the Laws of India, S. G. Grady, Esq.—Middle Temple Hall. Classes meet under Mid. Tem. Library.	Saturdays, 11 a.m. First Lecture, 5th Nov.	Mond., Wedn., & Frid. 10 a.m. First Lecture, 7th Nov.

NOTES.—The Educational Term commences on the 1st November, and ends on the 22nd December.

The first public lecture of this course will be delivered by the Reader on Hindu and Mahommedan Law, on Saturday, the 5th November, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of the lectures.

TAXED COSTS.—At the last quarterly meeting of the Halifax Town Council the town clerk gave a statement of the costs of the injunction obtained by the Messrs. Holdsworth against the corporation. The costs had been taxed, and the total sum to be paid by the corporation was £1,291 8s. 10d., as against £1,681 0s. 7d. disallowed. A resolution was passed for payment of the amount, and Mr. Alderman Hutchinson said the Corporation were greatly indebted to the Town Clerk (Mr. J. E. Norris) for the way in which he had fought the battle before the taxing master.

SENTENCES ON FRENCH CONSPIRATORS.—The High Court of Blois has delivered its verdict in the case of the individuals charged with conspiracy. Meggy was sentenced to 20 years' hard labour; Beaury to 20 years' imprisonment; Dupont, Fontaine, Sapia, and Gerin to 15 years' imprisonment; Petiean, Moilin, Godinot, and Pelerin to 5 years'; Greiner and Greffier to 15 years'; Ballot and Gronuer to 5 years'; and Direnze to 3 years'. Verdier was acquitted, having given evidence for the Government. All the other prisoners were acquitted.

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LOCAL TAXATION.

The following is the report issued by the Select Committee appointed to inquire and report whether it is expedient that the charges now locally imposed on the occupiers of rateable property should be divided between the owners and occupiers, and what changes in the constitution of the local bodies now administering rates should follow such division:—

"1. The committee, without pledging themselves to the view that all rates should be dealt with in the same manner, are of opinion—(*a*) that the existing system of local taxation, under which the exclusive charge of almost all rates leviable upon rateable property for current expenditure, as well as for new objects and permanent works, is placed by law upon the occupiers, while the owners are generally exempt from any direct or immediate contributions in respect of such rates, is contrary to sound policy; (*b*) that the evidence taken before your committee shows that in many cases the burden of the rates, which are directly paid by the occupier, falls ultimately, either in part or wholly, upon the owner, who, nevertheless, has no share in their administration; (*c*) that in any reform in the existing system of local taxation, it is expedient to adjust the system of rating in such a manner that both owners and occupiers may be brought to feel an immediate interest in the increase or decrease of local expenditure, and in the administration of local affairs; (*d*) that it is expedient to make owners as well as occupiers directly liable for a certain proportion of the rates; (*e*) that, subject to equitable arrangements as regards existing contracts, the rates should be collected, as at present, from the occupier (except in the case of small tenements, for which the landlord can now by law be rated), power being given to the occupier to deduct from his rent the proportion of the rates to which the owner may be made liable, and provision being made to render persons having superior or intermediate interests liable to proportionate deductions from the rents received by them, as in the case of the income-tax, with a like prohibition against agreements in contravention of the law.

"2. The committee have examined many witnesses, and received at their hands very conflicting opinions as regards the proportion in which the burden of rates at present falls relatively on owners and occupiers.

"3. That in the event of any division of rates between the owner and occupier, it is essential that such alterations should be made in the constitution of the bodies administering the rates as would secure a direct representation of the owners adequate to the immediate interest in local expenditure which they would thus have acquired.

"4. That justices of the peace should no longer act *ex officio* as members of any local board in which such direct representation of owners has been secured.

"5. That the great variety of rates levied by different authorities even in the same area on different assessments, with different deductions, and by different collectors, has produced great confusion and expense, and that in any change of the law as regards local taxation, uniformity and simplicity of assessment and collection, as well as economy of management, ought to be secured as far as possible.

"6. That the consolidation into one rate of all local rates collected within the same area is a matter of great importance, and that your committee concur in the resolution of the Select Committee on Poor Rates Assessment, 1868, which recommended one consolidated rate—viz., 'that a demand note should be left with each ratepayer on the rate being made, stating the amount of the requisitions, the rate in the pound for each purpose, and the period for which the rate is made, the rateable value of the premises, the amount of the rate thereon, and of each payment' of the instalments of the rates.

"7. That while it is necessary to make provision for limiting, as far as practicable, the disturbances of existing contracts, it would be, on many grounds, undesirable and almost impracticable to extend the exemption of property held under leases from the operation of the proposed changes until the expiration of such leases.

"8. That the exclusion of the owners of property held under long leases from the right of voting for local authorities, after the proposed changes had taken effect in respect of other property, would lead to much inconvenience and confusion; while, on the other hand, it would be inadmissible to allow them to vote unless they acquired an immediate interest in the rates.

"9. That the difficulties of the case would be equitably met by exempting the owners of property held under lease from the proposed division of rates for a period of three years, and by providing that after the expiration of that time the occupiers of such property should be entitled, equally with all other occupiers, to deduct from the rent the proportionate part of the rates to which the owner may become liable, power being given to the owner at the same time to add to his rent a sum equivalent to the like proportionate part of the rates, calculated on the average annual amount of the rates paid by the occupier during the three years above referred to.

"10. That by the terms of the reference to them, your committee were limited to the question of the division of the charges on rateable property between the owners and occupiers, and what changes in the constitution of local bodies administering rates should follow such division; and they have consequently been precluded from entering upon the inquiry of the relations of local and imperial taxation, and the nature of the property liable to the same.

"11. That your committee are of opinion that the inquiry on which they have been engaged forms only one branch of the general question of local taxation, and that other considerations, besides those which have been submitted to their investigation, should be previously taken into account in any general measure giving effect to the above recommendations."

RIVAL JURISDICTIONS IN THE CITY OF LONDON.

A short time since, Mr. Commissioner Kerr had to decide upon a case in which the plaintiff sought to recover expenses for his attendance as a witness on behalf of the defendant in the Lord Mayor's Court. The Commissioner made a cheap bid for public favour by declaring that he could be no friend to litigants who brought actions in the superior courts for the recovery of small amounts, since the Legislature had provided cheaper methods of disposing of such claims. In the present instance, he said, the defendant sued a person for £6 in the Lord Mayor's Court, and subpœnaed a number of witnesses, with the object, no doubt, of obtaining the enormous costs awarded in the higher courts. Such proceedings were disreputable, and reflected anything but credit on the attorneys at whose instigation such suits were brought into the Lord Mayor's and other superior courts.

Now, it just happens that Mr. Commissioner Kerr is himself to blame for the frequent resort of attorneys to the Lord Mayor's Court. When they go they are tolerably sure to obtain reasonable costs; when they go to Mr. Kerr's court they are tolerably sure to be refused reasonable costs. This is the way Mr. Kerr serves the public. He drives practice out of the cheap court, and then abuses the lawyers for going to the expensive court. Some eccentricities are amusing and harmless, others are vexatious and injurious. We very much fear that Mr. Commissioner Kerr's eccentricities belong to the latter category.

In the City of London Court there are two modes of procedure in use, severally known as the old and the new jurisdictions. It happens, as may well be supposed, that plaintiffs are frequently nonsuited because of their presentation of their plaints in an informal manner; and it will not be doubted, we dare say, that the commissioner is sage and solemn on such occasions. A short time since he remarked that "in cases where the plaintiff resided or carried on business in any part of the City, and sued a defendant living or carrying on business within the jurisdiction of any of the metropolitan courts, the proceedings should be taken under a particular section of the Act of Parliament. Every plaintiff," observed his Honour, "was supposed to be acquainted with the thirty-eight volumes of statutes that the Legislature had passed regulating county courts' jurisdiction." This kind of comment on the condition of hapless suitors may be witty, but it is not kind. The man who has thrown away good money after bad, and lost valuable time in the operation, will not be consoled by being made the subject of a joke. If the commissioner has any sympathy with the plaintiffs who are not acquainted with the thirty-eight volumes of statutes he refers to, he can easily manifest it by insisting that when plaintiffs take out summonses they shall be politely told what sort of summons their case requires, and, if need be, the difference between old and new jurisdictions. The clerks of the court, we presume, know, at the time of granting summonses, what is the measure of their validity; and it is, at the least,

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discreditable that plaintiffs should be entangled in confusions which the Court itself might save them from, and then be made to furnish subjects for laughter when the commissioner happens to be in a jocular mood. If Mr. Commissioner Kerr's ability and stern integrity were only matched with kindly suavity and gentleness, the City would be fortunate in the dispensation of justice in the minor fields of litigation.—*City Press.*

THE EVIDENCE OF EXPERTS.

The system, as it now stands, of retaining experts, is much the same as retaining lawyers. Neither are under any obligation to devote their time, as is every eye-witness, to the party requiring their services. Both have knowledge, skill, and experience, which must be bought and paid for. It is in both cases their property, their capital, their means of earning an honest and honourable livelihood. A litigant, approaching the trial of a cause where expert testimony is required, secures the service of his experts much as he does his counsel. He takes their opinion, and if it is favourable to him (and what is most remarkable, it is almost universally favourable to him), the experts are almost, if not quite, as much in his employ as his counsel. Honourable men, whether of the legal or other professions, go only to a certain mark in identifying themselves with the interest of their clients. But the expert not infrequently goes farther than the lawyer. He is familiar with the preparation of the case; he is present at consultations; his own evidence is carefully prepared, and noted; his sympathies are enlisted; he acquires an honest belief in the justice of the side upon which he is called, and of the injustice of the other. Upon taking the stand, the counsel for his employer becomes his personal protector, that of the adversary his personal assailant; and the assailant of what are dearer to him, his favourite scientific theories. His opinions are turned and twisted, and subjected to a searching cross-examination. Perhaps covert imputations are cast upon his motives. He is unwilling to recognise the fact that he is to receive pay for his services. It seems to degrade him to acknowledge that anything but a love of truth induces him to testify; while, as a matter of fact, if truth only—or the reward of virtue, which the proverb gives—should be held out to him as an inducement to appear on the witness stand, he would decline to be a witness. Properly enough, too, for he has a right to be paid for his time and skill. In short, he is in a false position. He wishes to appear a judge. Circumstances have made him a partisan. No one can read the cross-examination of some of the experts without feeling keenly the defects of the present system. One of the witnesses, doubtless a fair-minded man, says, with a sort of shame (false it is thought), when pressed about the compensation that is honestly due him, that the "responsibilities of his situation forbid his giving his mind to it." The compensation of another witness has reached 1,000 dols. in one case, and 500 dols. in a second. But, throughout, the experts, when questioned, generally evade the question of pay, instead of frankly acknowledging that this is an element, and a legitimate element, in their services under the present system. As long as this lasts, the only true position for them to take is that of persons to whom a question of opinion has been presented, and who, having given a certain opinion, are retained by the parties in whose favour they have given it, to carefully prepare that opinion, with its reasons, and state it to the tribunal before which the case is tried, with as much freedom from prejudice in favour of their employers on other points of the case as poor human nature will permit of.—*American Law Review.*

AMERICAN LAW AFFECTING ENGLISH FIRE COMPANIES.

The following recent additions to the insurance laws of Massachusetts have especial reference to English Insurance Companies:—

FOREIGN FIRE COMPANIES.

Section 1.—It shall not be lawful for any insurance company or association, created by, or organised under, the laws of any foreign government, other than the laws of this Union, or for any partnership, association, firm or individual of such foreign government, or for any agent or agents of such foreign company, association, partnership association, firm or individual, to make contracts of assurance, or expose such company, association, partnership, firm or individual to loss in this state, in any one risk or hazard to an amount exceeding ten per cent of the value of the securities deposited by such company, association, partnership, firm or individual, with the several insurance or other departments of the states of this Union, and ten per cent. of the net assets in the hands of trustees residents in, and citizens of, any of the United States, subject at all times to the approval of the Insurance Commissioners of this state, for the general benefit and security of all policyholders residing in the United States, which shall be immediately available for the payment of losses in this state. Nor shall it be lawful for any such foreign or other insurance company, association, partnership, firm or individual, directly or indirectly to contract for, or effect, any re-insurance of any risk on property in this state taken by such company, association, partnership, firm or individual with any insurance company, association, partnership, firm or individual not authorised to transact the business of insurance in this state, in accordance with the laws thereof.

Section 2.—All foreign insurance companies, associations, partnerships, firms, or individuals, whether incorporated or not, transacting the business of fire, marine, or life insurance, or any other kind of insurance in this state, shall make full annual statements of their condition and affairs to the insurance department, in the same manner, and in the same form, without erasure or addition (except necessary explanation), and subject to the same liabilities as similar companies or associations organised under the laws of this state.

Section 3.—In case of neglect or refusal to make such annual statements, as provided in the preceding section, all persons acting in this state as agents, or otherwise, in transacting the business of insurance for said companies, associations, partnerships, firms, or individuals, shall be subject to the same penalties provided by law in case of the failure of any insurance company or association organised under the laws of this state, to make an annual statement as now required by law.

Section 4.—Any violation of the provisions of this Act shall subject the party guilty of such violation to a penalty of 500 dols. for each violation, to be sued for and recovered in the manner provided for the prosecution and recovery of penalties prescribed by the insurance laws of this state.

GRAND JURIES.

Many lawyers of late years have been in the habit of speaking of the grand jury with scant respect, as a cumbersome and useless institution. Not so Mr. Justice Hargest. In his charge to the grand jury of Shenandoah county, on March 30, 1867, he thus speaks:—

"While the elements of nature, guided by wisdom's perfected hand, have been busy tearing down and building up the vast domain of nature's gallery, restless man has plied *his* constructive and destructive ingenuity in rearing up fabrics of governmental policy and institutions, that he might upturn and destroy them, bespattering the ruins continually with the blood of his fellows. Proud cities have been built, great works, monuments of skill and learning, embodied in the elegant drapery of art, which, for a time, dazzled the eyes of the builder, with the result, in the end, of only begetting his hate or piquing his fancy, then to fall, and find itself the subject of history or of song.

"The majority of the scintillating governmental ideas of the past six hundred years are gone. They fell victims, in all their momentous beauty and power, to the great upheavals of ever-changing popular sentiment and will. But amid all these changes, one institution of the now far-off twelfth century yet remains, and is to-day, as then, the great bulwark of liberty, and the embodiment of personal security; affording to the weak protection; staying the hand and heart bent on the ruin of peace and safety; guaranteeing to every citizen his or her legal and constitutional rights, and setting up a Gibraltar on every hearthstone; reaching out to every hamlet the strong arm of protection and liberty. Need I say I refer to the grand jury? I think it would be safe to say that no single institution in the history of the world has worked out so much good for society as this one; maintaining through all conflicts and subversions its integrity, and securing for itself the commendation of the people, gathering strength and confidence as it accumulated years, garnishing its utility at every step, until, to-day it stands firm and steadfast, respected, admired, honoured, wherever Christianity has secured recognition and touched the human heart with the magic of its divine errand."—*American Law Review.*

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THE NEGRO AHEAD OF THE WOMAN.

The woman, in the race to obtain the legal right of practice law in Illinois, has been distanced by the negro.

Our readers will remember that Richard A. Dawson, a coloured man, and Mrs. Ada H. Kepley, both, after passing a creditable examination, graduated from the law department of the university of Chicago about two weeks since, and received the degree of LL.B. The fourteenth amendment to the Constitution of the United States and the Civil Rights Bill have opened the door of the legal temple in Illinois for the admission of the coloured man, and we rejoice at it.

Our Supreme Court, composed of such distinguished jurists as Judges Lawrence, Breese and Walker, have bid him enter upon an equality with white males.

Mr. Dawson has received his licence to practice law, dated on the eighth of the present month, signed by all the judges. He has taken the oath of office, and is now an attorney of the Supreme Court. He is about to open an office in our city, for the purpose of practising his profession. Mrs. Kepley, equally well qualified, has failed to get her licence because she is a *woman*, and gone home to watch and wait the magic of events. How long shall she wait? All she asks is that clients may have the same right to employ her to attend to legal business that they have the coloured attorney. He may sue and recover for his fees. If she receives ten dollars for *drawing legal papers*, the person who pays it, under our present law, may sue and recover thirty dollars from her for daring to act in a profession without a licence, which she had no power to obtain. Is she honest? is she capable? Then why not let her have a chance to show, by *actual trial*, whether she can succeed at the bar. There is no statute which prohibits her being admitted. In Iowa and Missouri women are admitted upon the same terms as men. The Supreme Court of Illinois is, we believe, the only Court that ever refused to admit a woman, on the ground that she was a woman.—*Chicago Legal News.*

The Lord Chancellor, at the instance of the judges of the Liverpool County Court, has sanctioned the appointment of a second registrar of that court.

Mr. Edward Smirke, barrister-at-law, late Vice-Warden of the Stannaries Court of Cornwall and Devon, is to receive the honour of knighthood.

Messrs. Whites, Renard & Floyd, are the London solicitors or agents to the petition against the return of Mr. Tillett, M.P. for Norwich; and Messrs. Emerson & Sparrow, solicitors, of Norwich, are acting locally on their behalf.

It is stated that the Attorney-General will prosecute in the Brixton baby-farming case, which will be tried next week at the Central Criminal Court. The judges on the rota are Mr. Baron Martin, Mr. Justice Montague Smith, and Mr. Justice Brett.

Mr. J. E. Davis, late stipendiary magistrate of the Staffordshire Potteries, has been presented with a handsome piece of plate, of the value of £100, "by the Lord-Lieutenant of the county, his brother magistrates, and a few other friends, in testimony of their high appreciation of his public services and private worth." As Mr. Davis refused any gift of money, a part of the subscription was invested in the purchase of a dessert service for Mrs. Davis, and the balance was placed at his diposal, to be invested for the purpose of providing prizes for the encouragement of students at the district schools of art.

INDIA.—A bill has been laid before the Viceroy's Council to amend the Penal Code by providing punishment for sedition. The Bengal Chamber of Commerce is urging the Government to reduce the income tax in October, in consequence of the depression of trade.

THE LABOUR OF THE PARLIAMENTARY SESSION.—In the session, which commenced on the 8th February, and ended on the 10th August instant, the number of public Acts passed was 112, and 172 local Acts, besides four private statutes.

THE NEUTRALITY QUESTION.—A special meeting of the Newcastle and Gateshead Chamber of Commerce was held on Wednesday in the Mayor's parlour at the Guildhall, Newcastle-on-Tyne, to consider England's duty as a neutral power. Mr. C. Alhusen occupied the chair. A series of resolutions were proposed, approving a neutral policy, but the following amendment was ultimately carried by 15 to 8:—"That this Chamber feels perfectly satisfied with the course which the Government has taken with regard to the position of England during the present war, and does not think it advisable to adopt any resolution on the subject." It was denied most positively by the president that shipowners had agreed to carry Newcastle coals to the French fleet.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 12, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91 ¼	Annuities, April, '85
Ditto for Account, Sept. 7, 91⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅝	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 204	Ind. Enf. Pr., 5 p C., Jan. '72 106½
Ditto for Account	Ditto, 5½ per Cent., May, '79 109⅝
Ditto 5 per Cent., July, '80 109	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	73
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	32½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117
Stock	Do., A Stock*	100	123
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	64½
Stock	Lancashire and Yorkshire	100	127½
Stock	London, Brighton, and South Coast	100	35⅛
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	124⅛
Stock	London and South-Western	100	87
Stock	Manchester, Sheffield, and Lincoln	100	40
Stock	Metropolitan	100	65
Stock	Midland	100	124½
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	32
Stock	North London	100	117
Stock	North Staffordshire	100	59
Stock	South Devon	100	44
Stock	South-Eastern	100	69
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The effect of the outbreak of war, and of the panic arising from the collapse of so many speculative accounts upon securities is steadily passing away. The course of events seeming to point to a rapid termination of the war has operated in the same direction. The result has been a great increase in the firmness, with a decided upward tendency in all securities. Shares of the Havre Railways and similar investments have improved to a very decided extent.

The Bank rate was reduced on Thursday from six per cent., at which it had stood since the previous week, to five and a-half per cent. The supply of money is fairly abundant.

THE COMMON LAW VACATION.—On Wednesday the common law vacation commenced. It is between the "10th of August and the 24th of October," while the Chancery vacation is from the 10th of August to the 28th of October, both days inclusive.

BANKRUPTCY OF MR. GRENVILLE MURRAY.—Adjudication of bankruptcy was, on Thursday, made against Mr. E. C. Grenville Murray, whose name will be remembered in connection with the proceedings which he last year took against Lord Carington for assault. The petitioning creditor is the printer of the *Queen's Messenger*, which was lately edited by Mr. Murray.

THE LATE LORD HENRY SEYMOUR AND THE LONDON CHARITIES.—As already stated in the *Times*, by an order of Mr. Marshall, the Chief Clerk at the Rolls Chambers in the case of *Wallace* v. *Attorney-General*, eighty-five London charities recently received £82 each, making £482 a-piece, under the will of the late Lord Henry Seymour, who died at Paris, and who left large sums to the "hospices" of both London and Paris. A further sum to the charities of London will shortly be paid. A meeting of the solicitors of the eighty-five London charities has just been held, and a statement was laid before the meeting by Mr. Greatorex, the solicitor in the cause, showing that, in addition to the two sums paid, amounting to £482, to each of the various "London hospices," there remained a sufficiency of stock in the Accountant-General's name as, with the balance now claimed to be received from the French administrateur, would amount to £15,432. That sum would yield a further division of about £160 to each of the

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eighty-five London charities, and leave a reserve for contingencies. It was resolved by the meeting that Mr. Greatorex should proceed at the earliest opportunity to Paris to adjust accounts with the notary administrateur, so as to distribute the fund, which will, with the sums paid, amount to £642 to each of the eighty-five "hospices" under his Lordship's will.—*Times.*

THE TOWN CLERKSHIP OF NOTTINGHAM.—The following solicitors were candidates for the office of Town Clerk of Nottingham and Clerk to the Local Board of Health:—Mr. T. Andrews, Manchester; Mr. G. H. Barton, London; Mr. Bennett, London; Mr. Hugh Brown, Nottingham; Mr. A. Cann, Nottingham; Mr. H. T. Chambers, Lincoln; Mr. M. Corbet, Kidderminster; Mr. Hughes, Worcester; Mr. S. G. Johnson, Town Clerk, Faversham (successful); Mr. Alfred Kent, Norwich; Mr. McKenzie, War Office, London; Mr. F. Moore, late Deputy Town Clerk, Tewkesbury; Mr. S. A. Orton, Manchester; Mr. Paull, Plymouth; Mr. E. C. Peele, Town Clerk, Shrewsbury; Mr. Penley, London; Mr. Preston, Nottingham; Mr. Shelton, Nottingham; Mr. Sword, London; Mr. Trow, Cleobury Mortimer; and Mr. Walton, Town Clerk, Southport.

THE TOWN CLERKSHIP OF OLDHAM.—At the end of the year 1869, Mr. John Ponsonby, town clerk of Oldham, Lancashire, intimated to the corporation his intention of resigning office. Mr. Ponsonby, in accordance with a request of the town council, agreed to retain the office until the Local Waterworks Bill had passed through Parliament; and as soon as the promoters had succeeded in carrying that measure, the subject of the town clerkship was taken into consideration. It was resolved, in the first place—"That the salary of the future town clerk and attorney and solicitor to the corporation of Oldham should be £800 per annum—this sum to include all costs and charges heretofore paid by the corporation for work performed by the town clerk, their attorney and solicitor, but exclusive of all costs out of pocket; the town clerk to provide office accommodation and clerks." Following this was a resolution appointing a deputation to request Mr. Ponsonby to retain the town clerkship of the borough; and this having resulted in Mr. Ponsonby's compliance with the wishes of the town council, he has been re-appointed to the office at the salary stated above.

SALARIES OF THE UNITED STATES JUDGES.—It is much to be regretted that there is no immediate prospect of an increase in the salaries of the United States judiciary. The amendment to the appropriation bill offered in the Senate, raising the salaries of the entire body of the federal judges has not received the concurrence of the House of Representatives. The large majority against the amendment precludes all hope of a compromise at the present session, and those over-worked and under-paid officers are to continue upon their present salaries. It is simply disgraceful, that while the compensation of members of Congress and of all classes of Government employees has been repeatedly increased within the last decade, the most responsible judicial offices in the world should be coupled with salaries so inadequate as to offer a serious bar to lawyers of the first ability in accepting them.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 4.—By Messrs. NORTON, TRIST, WATNEY & Co.

Freehold property, near New Romney, Kent, comprising homestead, 40a. 0r. 19p. Sold £2,600.

Also a plot of freehold land, situate as above, containing 4a. 3r. 21p. Sold £420.

Also, accommodation land (freehold), situate as above and containing 4a. 0r. 19p. Sold £520.

Aug. 8.—By Messrs. EDWIN FOX & BOUSFIELD.

The lease, goodwill, fixtures, and trade fittings of No. 3, Cripplegate-buildings, near Wood-street and Hart-street, held for about eleven years unexpired, and the beneficial interest in premises in Liverpool, Manchester, Edinburgh, and Glasgow. Sold £2,400.

Aug. 9.—By Messrs. D. SMITH, SON, & OAKLEY.

A residential estate, known as Monckton House, situate near Taunton, Somerset, with mansion, pleasure grounds, farms, homesteads, cottages, and 128a. 1r. 12p. Sold £13,150.

By Messrs. FAREBROTHER, CLARK & Co.

A freehold manorial property, situate near Salisbury, and known as Bapton Estate, with residence, gardens, and grounds, and 1,054 acres. Sold £41,300.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Reversion to one-sixth part of £14,000 Three per Cent. Consols Bank Annuities, £13,000 Three per Cent. Bank Annuities (Reduced), on the death of a lady aged 75 years. Sold £2,525.

Also, an undivided share in freehold estates, situate at Farningham, Eynsford, and Chelsfield, Kent. Sold £400.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARRETT—On Aug. 1, at Iron Bridge, Coalbrookdale, Salop, prematurely, the wife of R. B. Barrett, Esq., of Stoke Newington-road, solicitor, of a son.

CLEVELAND—On Tuesday, July 5, at Breach Candy, Bombay, the wife of Henry Cleveland, Esq., solicitor, of a daughter.

HOYLE—On July 27, at Eastwood Lodge, Rotherham, the wife of Fretwell W. Hoyle, Esq., F.G.H.S., of a daughter.

MERRICK—On Aug. 2, at 7, Lime Villas, Putney, S.W., the wife of William Merrick, solicitor, of a daughter.

STALLARD—On Aug. 4, at 12, Granville-park-terrace, Blackheath, the wife of Frederick Stallard, barrister-at-law, of a son.

MARRIAGES.

BOWMAN—SWABEY—On Aug. 9, at Wavendon, Bucks, William Paget Bowman, Esq., B.A., of the Inner Temple, barrister-at-law, to Emily Frances, youngest daughter of the Hon. Captain William Swabey, late of Prince Edward Island.

CARLESS—SMITH—On Aug. 9, at St. John's Church, Hereford, Joseph Carless, jun., Town Clerk of Hereford, to Florence Spozzi Townshend, youngest daughter of G. Townshend Smith, of The Close, Hereford.

COOPER—HAMILTON—On Aug. 3, at St. Mary's, Kilburn, Edward Brodie Cooper, of Lincoln's-inn, barrister-at-law, to Emily, youngest daughter of the late Captain Hamilton, H.E.I.C.S.

KEY—BRIDGMAN—On Aug. 10, at St. John's Church, Notting-hill, Richard William Key, Esq., of the Inner Temple, to Augusta, second daughter of John Henry Bridgman, Esq., of 39, Arundel-gardens, Notting-hill, and Bridport, Dorsetshire.

SMITH—BACON—On Aug. 6, at St. Giles's, Camberwell, Henry Smith, solicitor, to Anne Maria, eldest daughter of Samuel Anthony Bacon, Esq., of Peckham, Surrey.

WHITELEY—TARVER—On Aug. 10, at Emberton, Bucks, George Crispe Whiteley, B.A., of the Middle Temple, barrister-at-law, to Adele Emilie, youngest daughter of the late J. C. Tarver, Esq., of Eton College.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Aug. 5, 1870.

UNLIMITED IN CHANCERY.

Central Cornwall Railway Company.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to Robert Fletcher, of 2, Moorgate-street. Monday, Oct. 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Western Life Assurance Society.—Vice-Chancellor Bacon has appointed Monday, Aug. 8, at 12, at his chambers, to make a call on all the contributories of the society, and proposes that such call shall be for the sum of one pound per share.

LIMITED IN CHANCERY.

Ebury Lead Mining Company (Limited).—Vice-Chancellor Stuart has by an order dated July 26, appointed Frederick Bertram Smart, of 86, Cheapside, to be official liquidator. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 3, at 1, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

East Rosewarne Mining Company.—Petition for winding up, presented July 29, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Monday, Aug. 15, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Thursday, Aug. 11; and notice thereof must, at the same time, be given to the petitioner, his solicitor or agents. Hodge & Co, Truro, for Dolman, Jermyn-street, petitioner's solicitor.

TUESDAY, Aug. 9, 1870.

LIMITED IN CHANCERY.

South Wales Daily Newspaper Company (Limited).—The Master of the Rolls has, by an order dated July 30, ordered that the above company be wound up. Sawbridge & Wrentmore, Wood-street, Cheapside, for Waldron, Cardiff, solicitor to the liquidation.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 5, 1870.

Angus Jas. Sunderland, Durham, Glass Manufacturer. Sept 22. Angus v Aydon, V.C. Bacon. Welford, Portsmouth-street, Lincoln's-inn-fields.

Boyce, Wm, Ashill, Norfolk, Esq. Sept 15. Boyce v Boyce, V.C. Malins. Mason, Wareham.

Christian, Matthew, Island of Antigua, Merchant. Nov 12. Martin v Hobson, M.R.

Evans, Meshech, Leeswood, Flint, Draper. Oct 1. Evans v Prydderch, V.C. Stuart. Blake & Hughes, Lothbury.

Fisher, Wm, sen, Pendock, Worcester. Oct 1. Fisher v Fisher, V.C. Stuart. Bonnor, Gloucester.

Gray, John, London, Gent. Nov 1. Gray v Moxon, M.R.

Hedge, John Hy, Ipswich, Suffolk, Seed Crusher. Oct 1. Hedge v Hedge, V.C. Bacon. Josselyn, Ipswich.

Holmes, Mary, Brailsford, Derby, Spinster. Sept 15. Wood v Holmes, V.C. Malins. Simpson & Co, Derby.

Jones, Edwd, Ruabon, Denbigh, Innkeeper. Oct 10. Jones v Welsford, V.C. Stuart. Lewis, Wrexham.

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Passingham, Augustus Hy Tremenheere, Falmouth, Cornwall, Gent. Oct 14. Passingham v Slater, M.R. Tremewen, Falmouth.
Spry, Sir Saml Thos, Arlington-st, Piccadilly, Knight. Sept 2. Carlyon v Spry, M.R. Coode, St. Austell.
Wheeler, Richd Chas, Seymour-place, West Brompton, Gent. Nov 2. Harman v Stephenson, M.R.

TUESDAY, Aug. 9, 1870.

Bage, Richd, Ddole, Radnor. Oct 3. Gough v Bage, V.C. Bacon. Williams, Newtown.
Cuming, Francis Brooking, Totnes, Devon, Attorney-at-Law. Oct 1 Bourne v Sawyer, V.C. Stuart. Mote, Warwick-ct, Gray's-inn.
Jarvis, Curtis, Chew Magna, Somerset. Nov. 1. Cooke v Curtis, V.C. Stuart.
Emery, Robt, Pembroke-lodge, Warwick-gardens, Kensington, Esq. Oct 1. Pierce v Emery, V.C. Malins. Norval, Barge-yard-chambers, Bucklersbury.
Gardiner, Cecilia Mary, Brighton, Sussex, Widow. Oct 1. Allen v Allen, V.C. Malins. Beaumont, Lincoln's-inn-fields.
Gill, Wm Hy, Godalming, Surrey, Esq. Oct 15. Sumner v Gill, V.C. Malins. Parkin & Pagden, New-square, Lincoln's-inn.
Harcourt, Anthony, Norwich, Coach Builder. Oct 1. Greathead v Harcourt, V.C. Bacon. Tillett, Norwich.
Kenderdine, Jane, Stafford, Widow. Oct 1. Shelley v Lomax, V.C. Stuart. Bowen, Stafford.
Mascall, Francis, Park-rd, Twickenham. Nov 2. Mascall v Mathews, V.C. Malins. Biggenden, Walbrook.
May, Thos, Basingstoke, Southampton, Brewer. Sept 12. May v May, V.C. Malins. Challis, Hants.
Miles, John, Trinity Parsonage, Paddington, Clerk. Oct 10. Miles v Harrison, V.C. Stuart.
Morgan, Wm, Bedminster, Bristol. Oct 4. Morgan v Webb, V.C. Stuart. Strickland & Robinson, Bristol.
Pare, Wm Hy, Mortlake, Surrey, Esq. Oct 15. Pare v Pare, M.R. Ashurst & Co, Old Jewry.
Rhind, Clarence, Chatham, Kent, & Wm Graeme Rhind, Weston, nr Ross, Hereford, Esq. Nov 5. Allen v Allen, V.C. Malins.
Savell, Wm, Hayes, Middx, Gent. Oct 29. Coller v Alldridge, M.R.
Smith, Geo, Stonecutter-st, Hosier. Sept 13. Parmenter v Smith, V.C. Malins. Plunkett, Gutter-lane.
Wilde, Wm, Norwich, Auctioneer. Oct 1. Harvey v Wilde, M.R. Mount, Gracechurch-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 5, 1870.

Bonsall, Fras, Long Eaton, Derby, Lace Machine Holder. Sept 16. Welby & Wing, Nottingham.
Broadwood, Dorothy, Buchan Hill, nr Crawley, Sussex, Widow. Sept 14. Waugh, Cuckfield.
Bull, Benj, Richmond, Surrey, Gent. Oct 8. Linklater & Co, Walbrook.
Burdon, Thos. Southwick, Durham, Grocer. Sept 19. Thompson & Co, Sunderland.
Burgess, Wm, Witton, Chester, Druggist. Oct 1. Green, Northwich.
Clark, Joseph, Chalfont St Giles, Bucks, Boot Maker. Sept 29. Charsley, Beaconsfield.
Copson, Joseph, Coventry, Warwick. Sept 5. Minster & Son, Coventry.
Cox, Lydia, Horsham, Sussex, Spinster. Sept 1. Black & Co, Brighton.
Delarue, Victor, Chandos-st. Strand, Publisher. Aug 8. Marshall, Bridge-avenue, Hammersmith.
Drake, Thos Trayton Fuller Elliott, Nutwell Court, Devon, Baronet. Sept 15. Daw & Son, Exeter.
Eckersley, Ellen, Atherston, Lancaster, Spinster. Aug 29. Marsland & Hardy, Manch.
Ekless, Mary Ann, Sarisbury, Hants. Aug 20. Goble, Fareham.
Elliott, Mary Josephine, St Leonards-on-Sea, Sussex, Widow. Sept 1. Parke & Pollock, Lincoln's-inn-fields.
Ellis, Wm Tizzard Flew, Southampton, Bookseller. Aug 10. Sharpe & Co, Southampton.
Fairbairn, Alexander, Jewin-st, Aldersgate, Gent. Sept 4. Sewell & Co, Old Broad-st.
Forster, Josiah, Tottenham, Middlesex, Gent. Sept 3. Bevan & Whitting, Old Jewry.
Francis, Wm, Whitechapel, Corn Chandler. Sept 1. Emslie & Co, Leadenhall-st.
Fraser, John, Runcorn, Cheshire, Book-keeper. Sept 1. Wood, Runcorn.
George, Josiah, Romsey, Southampton, Wine Merchant. Sept 1. Stead & Co, Romsey.
Greaves, Richard, Warwick, Esq. Oct 1. Heath, Warwick.
Green, Wm Ashman, Midsomer Norton, Somerset. Sept 29. Burroughs & Bisdee, Forest-hill.
Hainsworth, Benj, Lpool, Licensed Victualler. Aug 15. Miller & Co, Lpool.
Harvey, Robert, Bucketts Hill, Gloucester, Farmer. Sept 17. Trenfield, Chipping Sodbury.
Henry, Mayer, Crutched Friars, Tobacco Merchant. Sept 9. Gatliff, Finsbury-circus.
Hudson, John, Castle Acre Lodge, Norfolk, Esq. Dec 1. Sewell & Co, Cirencester.
Jones, John Watkins, Beaumaris, Anglesea, Gent. Oct 1. Pritchard & Son, Llwydiarth Esgob, Bangor.
Kendall, Hy, Gt Winchester-st, Merchant. Oct 1. Freshfields, Bankbldgs.
Leech, John, Pemberton, Lancaster, Comm Agent. Sept 10. Leigh & Ellis, Wigan.
Lloyd, Anne, Aberdover, Merioneth, Spinster. Aug 31. Miller & Co, Lpool.
Orchard, Wm, Bristol, Butcher. Oct 1. Nash, Bristol.
Pegg, Thos, Litchurch, Derby, Gent. Oct 1. Robotham, Derby.
Pitt, Wm Fras, Slough, Buckingham, Builder. Oct 2. Barrett, Slough.
Rhodes, Rev Wm, Sandbach, Chester, Independent Minister. Oct 7. Earle & Co, Manch.
Simpson, Mary Ann, Gt College-st, Camden-town, Widow. Sept 17. Shepheard & Son, Coleman-st.
Stubbs, Johnson, Sutton, Surrey, Esq. Oct 1. Morgan, Old Jewry.
Taylor, Wm, Runcorn, Cheshire, Coal Dealer. Sept 1. Wood, Runcorn.
Urwick, Richard, Richards Castle, Salop, Gent. Sept 25. Manton, Ludlow.
Walder, John, Ryde Farm, Ripley, Farmer. Sept 29. Geach, Guildford.

TUESDAY, Aug. 9, 1870.

Colbeck, Isaac, Kenton, Northumberland, Farmer. Dec 1. Joel, Newcastle-upon-Tyne.
Edgar, Wm, Piccadilly, Esq. Sept 29. Davidsons & Co, Basinghall-st.
Hayward, Mary, Knutsford, Chester, Widow. Sept 9. Lingards & Rowell, Manch.
Kendall, John, Probus, Cornwall, Yeoman. Nov 7. Hodge & Co, Truro.
Lambe, John Walcot, Clifton, Bristol. Dec 25. Burne, Bath.
Macrorie, Wm, Northampton Villas, Brixton-hill, Esq. Oct 10. Smith, Golden-sq.
Mallinson, Percival Chas, Croydon, Surrey. Sept 6. Lawrance & Co, Old Jewry-chambers.
Mouat, Dame Louisa Caroline, Gt Malvern, Worcester, Widow. Sept 30. Cunliffe & Beaumont, Chancery-lane.
Pennington, Peter, Cheadle Hulme, nr Stockport, Gent. Sept 12. Smith, Stockport.
Price, Eliz, Kingston-upon-Thames, Surrey. Sept 30. Redpath & Holdsworth, Bush-lane, Cannon-st.
Ravey, Frank, Conduit-st, Ironmonger. Nov 8. Watkins & Co, Sackville-st.
Townsend, Wm, Prebend-st, New North-rd, Licensed Victualler. Sept 12. Symes & Co, Fenchurch-st.
Welch Robert, Taunton, Somerset, Boot Dealer. Nov 8. Channing, Taunton.

Bankrupts.

FRIDAY, Aug. 5, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Mangali, Eugene, Addison-ter, Notting-hill, Private Hotel Keeper. Pet July 26. Pepys. Aug 17 at 1.

To Surrender in the Country.

Beaumont, Wm, & Benj Beaumont, Honley, York, Woollen Cloth Manufacturers. Pet Aug 2. Jones, jr. Huddersfield, Aug 16 at 11.
Blacklock, Thos, Bristol, Joiner. Pet Aug 4. Daw. Exeter, Aug 16 at 11.
Boddington, Arthur Cavendish Onslow, Sheffield, Common Brewer. Pet Aug 4. Wake. Sheffield, Aug 18 at 1.
Fee, Joseph, Whitehaven, Cumberland, Grocer. Pet Aug 1. Were. Whitehaven, Aug 19 at 12.
Ford, Saml, Everton, Lancashire, China Dealer. Pet Aug 4. Hime. Lpool, Aug 22 at 2.
Hampson, Thos, & John Hampson, Gee Cross, Cheshire, Hat Manufacturers. Pet Aug 4. Hall. Ashton-under-Lyne, Aug 18 at 11.
Pearson, Chas Edwd, Birm, Ale Dealer. Pet Aug 2. Chauntler. Birm, Aug 16 at 11.
Richardson, Joseph, Brighouse, York, Innkeeper. Pet Aug 2. Rankin. Halifax, Aug 19 at 10.
Searle, Thos Jacob, jun, Totnes, Devon, Tanner. Pet Aug 3. Pearce. East Stonehouse, Aug 31 at 11.
Thomason, John, Birkenhead, Undertaker. Pet Aug 3. Wason. Birkenhead, Aug 22 at 10.

TUESDAY, Aug. 9, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allen, Wm Edmund, Tokenhouse-yd, Stockbroker. Pet Aug 5. Spring-Rice. Aug 25 at 11.
Gspandl, Joseph, & Adolphus Vidoky, Strand, Restaurant Keepers. Pet Aug 4. Spring-Rice. Aug 22 at 12.
Morrison, Jas Robt, Stracey-rd, Forest-gate, Builder. Pet Aug 5. Spring-Rice. Aug 25 at 12.
Nunn, Verrell, Forest-rd, Dalston, Proprietor of a Theatre. Pet Aug 4. Spring-Rice. Aug 22 at 11.
Tindall, Edwin Jas, Wellington rd, St John's-wood, Auctioneer. Pet Aug 4. Spring-Rice. Aug 22 at 12.30.

To Surrender in the Country.

Atkins, Hy, Sutton, Surrey, Lime Burner. Pet Aug 5. Roland. Croydon, Aug 25 at 12.
Bradley, John, Normanby, York, Horse Dealer. Pet July 29. Crosby. Stockton-on-Tees, Aug 24 at 11.
Callie, Jas, & John Callie, Lpool, Builders. Pet Aug 6. Hime. Lpool, Aug 23 at 2.
Charles, Wm, St Colomb Major, Cornwall, Builder. Pet Aug 3. Chilcott. Truro, Aug 27 at 12.
Dobbs, Wm, & Edwd Dobbs, Mattishall, Norfolk, Wheelwrights. Pet Aug 6. Palmer. Norwich, Aug 23 at 11.
Jarrett, Thos, Soudley Furnaces, Gloucester, Grocer. Pet Aug 6. Wilson. Gloucester, Aug 27 at 12.
Lockwood, Edwd, Batley, York, Colliery Proprietor. Pet Aug 5. Nelson. Dewsbury, Sept 1 at 12.
Lyons, Nathan, Birm, Jeweller. Pet July 28. Chauntler. Birm, Aug 19 at 10.
Sims, Frank Andrew, & Nathaniel Dupe Sims, Clutton, Somerset, Innkeepers. Pet Aug 5. Foster. Wells, Aug 26 at 1.
Stark, Andrew, Watergate, Isle of Wight, Dairyman. Pet Aug 4. Blake. Newport, Aug 20 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 5, 1870.

Besant, John Jas, Dorchester, Brewer. Aug 4.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL, *and of the* WEEKLY REPORTER, *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, AUGUST 20, 1870.

WHETHER IT BE DESIRABLE that the man who fills the laborious and responsible position of Attorney-General should at the same time accept the Recordership of Bristol we do not propose to discuss. Such a combination of offices must strike everyone at the first glance as a little incongruous, to say the least of it, and to many it will seem odd that the Recordership of Bristol should stand on a different footing in this respect from all other recordership. This latter point is, however, soon explained. Recorderships are generally of two classes; either the duties of the office are very heavy and the salary proportionately large, as in the case of London and Liverpool; or the work is light and the salary light also. The Recorder of Bristol is in the pleasant position of having "little to do and plenty to get." Hence the attraction which the office has had for Attorney-Generals. As to the propriety of an Attorney-General accepting such a post, much must depend on circumstances. One man may be able to get through more work than another; one man may have a larger private practice to attend to than another. We have ourselves a strong prejudice against pluralists, and the question will occur to most minds whether, if the duties of the recordership be so light that one of the hardest-worked officials in England can efficiently discharge them in his spare hours, the large salary attached to the office is not needlessly large. But, at any rate, Sir Robert Collier made up his mind to accept the recordership of Bristol upon its lately falling vacant. There were eminent precedents in favour of the course he took, and we do not blame him for taking it. We are bound to assume at any rate that before acting he fully weighed all the circumstances of the case, and arrived at the deliberate conclusion that the two offices were such as he might properly and usefully combine.

But about the mode in which the Attorney-General has resigned the office there can hardly be two opinions. Having to offer himself for re-election for the borough of Plymouth, in consequence of his acceptance of the recordership, he found out that some of his constituents, for reasons which it is easier to understand than logically to justify, objected to his having taken the office; and he thereupon condescended to be re-elected on the terms that he should resign the office. We do not remember another instance of a public man submitting to such humiliation at the hands of his constituents as the Attorney-General has done in this instance. It is unfortunate that the example should have been set by the first law officer of the Crown. There have been many among Sir Robert Collier's predecessors in office, and we trust there will be many among his successors, who would rather lose their seat ten times over than swallow the leek in this fashion.

One result of the incident may we think safely be predicted, that no Attorney-General will for the future accept the recordership of Bristol. And so much the better.

THE JOINT STOCK COMPANIES ARRANGEMENT ACT which we discussed on the second reading (*ante* p. 707), is now law. It received a slight amendment in committee. The Act applies only to compromises between a company in liquidation and its creditors, or any class of its creditors. The bill, as introduced, applied also to compromises between a company in liquidation and its shareholders, or any class of its shareholders. Two things are noticeable in the Act—first, it applies to voluntary windings up as well as to windings up by or under the supervision of the Court; secondly, a compromise under the Act binds not the liquidators and contributories of the company, but only those creditors between whom and the company the compromise is made. Therefore if a compromise proposed between a company and its specialty creditors, and assented to by three-fourths of such creditors in the statutable manner, is sanctioned by the Court, it will bind all the specialty creditors of the company, but not the simple contract creditors.

WE ARE INFORMED that on Tuesday an application was made to Mr. Justice Byles, at his private residence, 3, Princes gardens, by Mr. Rodwell, Q.C. (Mr. F. A. Knight with him), to strike out certain paragraphs from the Norwich Election Petition, upon the ground that, if allowed to remain, they would subject Mr. Tillett, the sitting member, to be again harassed for an offence, of which Mr. Baron Martin, in 1868, reported that he believed Mr. Tillett innocent. Mr. Griffits appeared for the petitioner. His Lordship reserved his judgment, but expressed his willingness, in deference to the wish of Mr. O'Malley, to postpone the inquiry from the 6th to the 13th of September.

A LARGE SECTION OF THE PUBLIC will possibly have conceived the notion that, during what is known as the Long Vacation, all legal business is arrested. A glance, however, at the law notices of yesterday will at once disabuse the mind of any such idea. In the chambers of the vacation judge, Vice-Chancellor Bacon, there were no less than eighty-five summonses before the chief clerks; and when it is borne in mind that, upon each, at least two solicitors, or their representatives appear, it will at once be apprehended that to those who have to adjudicate upon vacation business, their appointments are no sinecure.

WE PRINT THIS WEEK a report of a case in the Lambeth County Court, which will be read, we think, with some surprise. The action was for money lent, the loan being evidenced by an I.O.U. The plaintiff swore that the defendant had signed the I.O.U. The defendant swore not only that he had not signed it, but that he could not write. The question was, which spoke the truth, and which was committing perjury. Now surely if ever there was a case which ought to be sifted to the bottom this was it. Accordingly an adjournment for the production of further evidence was asked for on one side, and assented to on the other. But the learned gentleman who sat as deputy for the judge refused the adjournment, and decided on the spot for the plaintiff, on the ground that if the plaintiff were not speaking the truth he must have been guilty of forgery as well as perjury, and "it was more reasonable to believe that the defendant had committed one crime than that the plaintiff had committed two." Any judge who thus treats crime with levity, and deals with perjury and forgery as matters not worthy of serious investigation, does what in him lies to lower the character and credit of his court, and demoralise those who have recourse to it.

VISCOUNT MONCK, G.C.M.G., the Right Hon. G. A. Hamilton, and Mr. W. R. Le Fanu, C.E., have been appointed her Majesty's Commissioners to inquire into and report upon the total amount of the sums received by the Honourable Society of King's-inns, Dublin, upon the

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admission of attorneys and solicitors as deposits for chambers, and in what manner the same or any part thereof has been applied or disposed of, and whether any (and what) portion of the amount remains unappropriated to the purposes for which it was received, and whether the Incorporated Society of Attorneys and Solicitors of Ireland are in possession of suitable buildings for the accommodation of that branch of the profession of which they are the governing body.

THE DECISION IN THE MORDAUNT CASE.

We have already several times briefly noticed this case (*ante* 349, 525, and 622) and we now propose to examine the grounds of the decision of the full court. The suit was for a dissolution of marriage on the ground of the respondent's adultery. After the commencement of the suit it was alleged that the respondent was insane on the day on which the citation in the case was served upon her. The respondent's father was appointed her guardian *ad litem* for the purpose of establishing the alleged insanity. A jury found that the respondent was insane when the citation was served upon her; and it was admitted that at the time of these proceedings she was insane. No question was raised as to the state of her mind previous to the service of the citation. Lord Penzance then made an order that "no further proceedings in the suit should be taken until the respondent should recover her mental capacity." The petitioner appealed against this order. It was admitted that there was only one case (*Bawden* v. *Bawden*, 10 W. R. 292) precisely in point, and also that this case directly supported the order of Lord Penzance as it decided that a suit for dissolution of marriage could not be prosecuted against a lunatic respondent. It has, however, been held that a lunatic can sue for nullity of marriage (*Earl of Portsmouth* v. *Countess of Portsmouth*, 1 Hagg. Eccl. 355; *Hancock* v. *Peaty*, 15 W. R. 719), or for a divorce *a mensâ et thoro* (*Parnell* v. [illegible] for a divorce *a* [illegible] *Parnell*, 2 Hagg. Const. 169) [illegible] judicial separation under 20 & 21 Vict. c. 85 (*Woodgate* v. *Taylor*, 30 L. J. P. M. & D. 197). A minor can sue for a divorce *a mensâ et thoro* (*Barham* v. *Barham*, 1 Hagg. Const. 5, and *Morgan* v. *Morgan*, 2 Const. 679), and a minor can be made a respondent in such a suit (*Beauraine* v. *Beauraine*, 1 Hagg. Const. 498). In an American case (*Mansfield* v. *Mansfield*, 13 Mass. 412) it had been held that a suit for a divorce *a vinculo* may be maintained against a lunatic husband. These authorities were all cited in the arguments in *Mordaunt* v. *Mordaunt*. The Court, consisting of Kelly, C.B., Lord Penzance, and Keating, J., delivered separate judgments.

Keating, J., was of opinion that the lunacy of the respondent was a bar to the suit, and that the order should be affirmed—(1) on the analogy of criminal suits; (2) on the construction of the Divorce Act, 20 & 21 Vict. c. 85. He says:—"The nature of the offence charged seems to me to distinguish the proceedings in divorce essentially from those of a merely civil character. The proceeding for a divorce for cause of adultery, although not strictly a criminal proceeding, is at least a proceeding *quasi in pœnam*, and ought to afford similar protection to the parties accused." As, therefore, a criminal who becomes insane after the commission of a crime cannot be tried, Keating, J., thought that a wife who became insane after having committed adultery ought not to be divorced. The second ground of the judgment of Keating, J., depended upon a close examination of 20 & 21 Vict. c. 85. A husband is *prima facie* entitled to a divorce if his wife commits adultery, but the Court is not bound to grant a decree if the petitioner has been accessory to the adultery, or has condoned it, or is in collusion with the respondent, or has himself committed adultery, or has been guilty of unreasonable delay, cruelty, desertion, or wilful neglect conducing to the adultery. After noticing the sections of the statute containing the above provisions, Keating, J., goes on:—"It appears to me to be impossible to apply these provisions of the statute in the manner contemplated by the Legislature when one of the parties is insane. The Court cannot pronounce a decree of divorce unless satisfied, after inquiry, which it is bound to make, that none of the statutable impediments exist. Yet the existence of these impediments, or of most of them, is peculiarly and often exclusively within the knowledge of the parties themselves." He then notices *Woodgate* v. *Taylor*, and suggests that there may be a distinction between a suit for divorce and for judicial separation, or that even a judicial separation could not be obtained *against* a lunatic. The judgment concludes with a somewhat singular sentence, which seems to invite a repetition of that old scandal of the law, private legislation. "The facts of this case are not before us, but should it, upon those facts, in consequence of any peculiar hardship, be deemed one fit for legislation, of course there is nothing to prevent it."

Lord Penzance agreed with Keating, J., and based his judgment on the wording of 20 & 21 Vict. c. 85, in much the same way as Keating, J., did. Lord Penzance, however, before examining the statute, throws out a suggestion that a divorce is not in any case a matter of right, but should be regarded rather in the light of a special favour. "It appears to me that the new remedies under 20 & 21 Vict. c. 85, like those of a more limited character accorded by the ecclesiastical Courts, were granted, if I may use the expression, rather *ex gratiâ* than *ex debito justitiæ*." The statute therefore did not intend to affirm that adultery of the wife at once conferred upon the husband an immediate though defeasible right to have his contract of marriage dissolved. He then goes on to show that there is no mention of lunatics in the Act. "I ask myself the broad question whether, looking at the substance rather than the form of these remedies, they were intended for lunatic petitioners as well as lunatic respondents, for there is no distinction made in the Act, the words throughout are quite general, and there is no middle ground between the two opposite opinions that these words include lunatics or exclude them altogether." Lord Penzance does not mention the case of judicial separation, nor does he or Keating, J., discuss the authorities which had been cited in argument.

Kelly, C.B., thought that the order could not be sustained. He first examines the authorities, which we need not notice again, as we have already stated the point decided by each case. He then argues that, as the statute uses words which would include lunatics, the Court has no authority to exclude them, as there is no general principle by which lunatics are excluded from legal proceedings, and points out that the statute requires that, on proof of adultery of wife, except in specified cases, the Court "shall pronounce the decree;" therefore that a petitioner has a right to such decree, which cannot be regarded as a mere favour. Lastly, Kelly, C.B., expresses a strong opinion that "there is no analogy whatever in a suit of this nature to an indictment for an offence against the criminal law; indeed, in every act, step, and stage of the cause the analogy to a civil suit is perfect, while to an indictment for a criminal offence it altogether fails."

The judgment also touched upon the question as to the rights of the co-respondents in the suit.

On perusal of these judgments we think most persons will agree that that of Kelly, C.B., is the most convincing. The Divorce Act (20 & 21 Vict. c. 85) contains no mention of lunatics, but uses words which in their ordinary signification would include lunatics. Lunatics are not generally exempt from legal proceedings. Lord Penzance admits all this, and says, in effect, "nevertheless I hold that the Act does not include lunatics." Keating, J., is more logical in form than Lord Penzance, for he first strives to show that a respondent in a suit for divorce is in the position of a person indicted for a crime, and then he claims from the respondent the protection given by the criminal law. In reality, however, there is no analogy

between suits for divorce and criminal proceedings. The primary object of criminal proceedings is the punishment of the criminal. No doubt the old books give as a reason for not proceeding criminally against a lunatic that he cannot defend himself (4 Bla. Com. 24, 1 Hall P. C. 34). There is, however, a much stronger reason for this rule, viz., that if the offence were proved in the most conclusive way to have been committed under circumstances that would not admit of any possible legal defence, the prisoner could not be punished, because to punish a lunatic "can be no example to others" (Coke 3 Inst. 6), which is the ultimate object of all punishment inflicted by criminal law. If lunatics were punished in the same way as sane persons, there is no reason why they should not be tried after the appointment of a committee or other persons to defend their interests. A trial is, however, of no use as they are not to be punished. This consideration, in addition to those stated by Kelly, C.B., shows conclusively that the reasons which forbid the trial of a lunatic accused of a crime, do not apply in a suit for divorce against a lunatic respondent. The object of a suit for a divorce being the relief of the petitioner, not any punishment of the respondent. This being so, there is no rule of law to exclude lunatics from the operation of 20 & 21 Vict, c. 85, and it is contrary to all rules of construction to hold that they are excluded merely because the Court thinks that it would be better that the statute should not apply to them. Yet this is the effect of the judgments of Lord Penzance and Keating, J., and in thus holding they have acted as legislators rather than as judges, whose duty it is simply to declare the law. It is to be noticed that the principle of the judgments of the majority of the Court appears to apply to all suits under the statute, and indeed, Lord Penzance almost says so in so many words. If so, lunatics cannot be petitioners or respondents in suits for judicial separation or for nullity of marriage any more than in suits for divorce. Yet this is quite contrary to many decisions, and may lead to most absurd results. For instance, section 21 of 20 & 21 Vict. c. 85, entitles a married woman to protection for her property and earnings if deserted by her husband. Is it possible that this section is not to apply to a lunatic wife who has property and has been deserted by her husband? And if lunatics are not altogether excluded from the statute what line is to be drawn? What proceedings may they take, and what proceedings may be taken against them? The necessity to draw such a line will be among the many and awkward results of this judicial legislation, unless the decision should be reversed on appeal. We believe the case is likely to be carried before the House of Lords, and we doubt not that there it will receive the careful consideration which it deserves.

ON THE RESPONSIBILITIES OF TRUSTEES.

The rule that principals are responsible for the acts or omissions of their agents allows of no exception where the principal is a trustee. Startling cases occur from time to time, which remind trustees that they hold an office which is necessarily unprofitable, usually thankless, and occasionally ruinous, to the holder. Lord Northington's remark in *Harden* v. *Parsons* (1 Eden, 148) "No man can require, or with reason expect, that a trustee should manage another's property with the same care and discretion that he would his own" has never failed, as often as mentioned, to elicit strong marks of disapprobation (Lewin on Trusts, p. 242). The trustee, is on the contrary, bound to take the same care of the trust property as a prudent man would of his own (*Massey* v. *Banner*, 1 Jac. & W. 247), and as he is responsible for acts of negligence on his own part, so he is responsible for the acts of agents employed by him in relation to the trust property, although he may have had no means of judging of their competency, or reason to suspect them of incompetency. The recent case of *Hopgood* v. *Parkin* (18 W. R. 908), which has attracted a good deal of attention, affords a crucial instance of how perils environ trustees. The case was shortly this. The trustees of a marriage settlement advanced £12,000 of the trust fund on real security, under a power enabling them in that behalf. Two years afterwards the mortgage was paid off, and the legal estate reconveyed. Shortly afterwards the trustees of another marriage settlement advanced £13,000 on the security of the same, or nearly the same, estate, and their solicitor, who had acted for the former trustees, required no fresh abstract, and made no inquiries as to incumbrances, but accepted the abstract made for the purpose of the former mortgage. It afterwards turned out that the solicitor for the mortgagor, Mr. John Charles Williams, of the firm of Goodwin, Partridge, & Williams, of unfortunate notoriety, had carefully concealed the fact that in the interval between the old mortgage being paid off, and the new created, the estate had been seriously incumbered. Loss thus resulted to the trust estate, occasioned, in the opinion of the Master of the Rolls, by a want of that caution and vigilance which is to be expected from, and which is usually displayed by, a solicitor on behalf of his client, and this loss the surviving trustee and the executor of the deceased trustee were, by the decree in the suit of *Hopgood* v. *Parkin*, compelled to make good.

It is important to observe, in the first instance, that the foregoing decision proceeded solely upon the negligence of the solicitor in omitting to inquire after incumbrances, or to require the delivery of a fresh abstract. There was no suggestion of anything beyond negligence on his part, or what may be better described as misplaced confidence in a man who turned out to be unworthy of it. If he had inquired after incumbrances, or required a fresh abstract, and Mr. Williams had, as the Master of the Rolls observed, deceived him, either by the assertion of what was false, or the suppression of what was true, it might have altered the case, and the liability of the trustees.

In a case of *Ingle* v. *Partridge* (34 Beav. 411), arising out of the same transaction, the trustee had advanced £8,000 on the security of an estate, valued, by the mortgagor's valuer, at £12,684, but last let for £242 11s. per annum only. The security turned out deficient, and the trustee was held liable for the loss, on the ground that a trustee cannot with propriety lend trust-money upon the footing of a valuation made in the mortgagor's interest, but is in all cases bound to satisfy himself from independent testimony of the value of the security offered; whereas the trustee had not only not done so in that instance, but had also, judging by the rental, transgressed the rule laid down in *Stickney* v. *Sewell* (1 My. & Cr. 8), and elsewhere, that a trustee ought not to advance more than two-thirds of the value, even upon freehold land.

These cases involve in general the further question whether, where trustees have been defrauded, and by reason of the fraud, part of the trust estate is lost, the loss is to fall upon them, or upon their *cestui que trust*. That depends upon whether the fraud could or could not have been averted by a reasonable and proper exercise of foresight or judgment on the part of the trustees or their agents. "I do not know," said Lord Hardwicke in *Jones* v. *Lewis* (2 Ves. Sen. 240), "that a bailee, executor, administrator, or trustee, are bound to keep goods always in their own hands. They are to keep them as their own, and take the same care; if, therefore, a man lodged trust-money with a banker, if lost, in many cases the Court has discharged the trustee, especially if lost out of the banker's hands by robbery." The question of what degree of negligence must be established against a gratuitous bailee was considered in Lord Holt's celebrated judgment in *Coggs* v. *Bernard* (1 Lord Raym. 909), and was, it will be remembered, discussed by Lord Chelmsford in the recent case of *Giblin* v. *McMullen*, before the Judicial Committee (17 W. R. 445), to which we refer the reader.

In *Eares* v. *Hickson* (10 W. R. 29, 30 Beav. 136)

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trustees who paid over the trust-fund to the wrong persons, in reliance on a marriage certificate, which turned out to be a forgery, were made responsible for so much of the trust-fund as could not be recovered from the parties who had wrongfully received it. The *ratio decidendi* was, that the trustees were bound to pay the money to the right persons, and had not done so. That they had not done so was by reason of a fraud, which, it may be assumed for the present purpose, they could not have detected; but, as they had not fulfilled the trust, which was to pay the money to the right persons, they were compellable to make the deficiency good. It will be seen that the decree went to compel the persons who had wrongfully received the money to make it good, and in default, their father, who delivered the forged certificate; the ultimate deficiency, if any, to be made good by the trustees, instead of falling on the *cestuis que trust*.

There is a distinction which must be borne in mind as to the incidence of losses occasioned by fraud, between those cases where the loss is occasioned by the fraud of third parties and those cases where the agent employed by the trustee is in fault. In *Bostock* v. *Floyer* (14 W. R. 120, L. R. 1 Eq. 26) the loss of a trust fund was caused by the fraudulent act of a solicitor employed by the trustee to invest the trust-money. No *laches* whatever seems to be imputable to the trustee, but he had himself chosen and employed the solicitor, and, as the Master of the Rolls put it, it was just the case of a man employing a servant to do an act, and the servant deceiving him. On the trustee, therefore, and not on the trust fund, the loss was thrown. Cases like those suggested in *Jones* v. *Lewis* (*ubi sup.*), where the loss is occasioned by *vis major*, such as robbery, are clearly distinguishable from those where the loss is occasioned by the act of some person whom the trustee has chosen *proprio moto* to employ, committed in the ordinary course of his employment. Where one of two innocent persons must suffer for the fraud of a third person, the loss must fall upon the one who employed the guilty party.

In an old case which bears somewhat upon *Eaves* v. *Hickson*, a broker who held a power of attorney to receive the dividend on stock in a company, forged a power to sell the stock, and a sale was effected, and it was held that the company, and not the innocent transferee, must bear the loss; for a trustee must see to the reality of the authority enabling him to dispose of his money; and if a transfer be made without the authority of the owner the act is a nullity, and in consideration of law and equity the rights remain as before (*Ashley* v. *Blackwell*, 2 Eden, 299). Of this class of cases the latest instance is *Johnston* v. *Renton* (18 W. R. 284).

To recur to the case on which we remarked at the outset, namely *Hopgood* v. *Parkin*, it will be seen that the *ratio decidendi* was simply the application of the maxim *Qui facit per alium, facit per se*. "I use the expression, they do this," said the Master of the Rolls, "because it is exactly the same if it be done by the trustees themselves personally, or by an incompetent or negligent agent. Where, however, one of two innocent parties must bear a loss, it is right that the trustee, whose negligence, or the negligence of whose agent occasioned the loss, should bear it rather than the *cestui que trust* who has done nothing, but remained passive.

The late Mr. John Ivatt Briscoe, M.P. for West Surrey, who died on the 16th of August, on leaving the University of Oxford, about the year 1815, entered as a student at Lincoln's-inn, but was not called to the bar.

Sir R. P. Collier, Attorney-General, was re-elected for Plymouth on the 15th August, without opposition, the new election being rendered necessary by his acceptance of the recordership of Bristol. In returning thanks he said that as some portion of his constituents entertained objections to his holding the office of Recorder of Bristol, he had determined to relinquish it; but he reminded his hearers that in 1854 the office was accepted by Sir A. Cockburn when Attorney-General, and that no one thought of finding fault with him for doing so.

RECENT DECISIONS.

COMMON LAW.

PRINCIPAL AND AGENT—LIABILITY OF AGENT AS PRINCIPAL—CONSTRUCTION OF CONTRACT BY AGENT.

Paice v. *Walker*, Ex., 18 W. R. 789.

Not long ago (*ante* 732) we noticed the case of *Fairlie* v. *Fenton* (18 W. R. 700), where it was held that a broker selling cotton by bought and sold notes, which mentioned his principal's name in the usual way, and which were signed by him as "broker," could not maintain an action upon the contract in his own name. The principle of the decision being that when it appears that a contract is between two disclosed principals, they alone can sue and be sued on the contract, although made by an agent, unless it appear from the contract that the agent intended to render himself also liable. The signature here being expressly as "broker," the contract was construed as showing that there was no intention that the plaintiff should sue or be sued on the contract. *Paice* v. *Walker* may usefully be compared with *Fairlie* v. *Fenton*, as it illustrates well the way in which these rules, which fix the liability of principal and agent respectively, are applied. In *Paice* v. *Walker* the defendants signed a contract without qualifying their signature in any way. Of course, if the facts had rested there, the defendants would have been liable as principals, whether they were in fact principals or agents. In the body of the contract however, they described themselves as "agents for J. S. & Co., of Danzig." The question was, whether by this description of themselves the defendants excluded any personal liability upon the contract. It was decided that the defendants had not excluded their personal liability on the ground that "when a man signs a contract in his own name he is *primâ facie* to be deemed a contracting party, and there must be something very strong upon the face of the instrument to prevent that liability from attaching to him." Although the learned judges agreed in their decision there was on one point a difference as to the principle on which that decision was founded. Kelly, C.B., says, "I place no reliance on the fact that the defendants were the agents for a foreign firm." Martin, B., does not refer to the point. Pigott B., says, "It is clear that the circumstance that the person on whose behalf the contract is made is a foreigner may be looked at; but the fact that the defendants in this case are Englishmen, whilst their principals are foreigners, makes against the defendants in my opinion." Cleasby, B., says, "I attach great importance to the fact that the persons for whom the defendants acted as agents were foreigners. . . . The defendant, in the agreement now before us, says 'that he, as agent for J. S. & Co., of Danzig, contracts,' &c., but the circumstance that he has named other persons as his principals has no effect, because the persons so named by him reside beyond the seas." There is, therefore, an expression of their different opinions upon the legal effect of the fact that the principals were resident abroad. This is thought, by one learned judge, of no importance; by another, of some importance; and by the third, of decisive importance. This difference of opinion was not of any consequence in this particular case, but it is unfortunate that such a difference should exist. Similar questions have frequently arisen before, and the result of the cases is thus stated in the notes to *Thompson* v. *Davenport* (2 Sm. L. C. 6th ed. 359). "Authorities have been relied upon as showing that a party contract expressly as agent, but for a foreign principal, he is himself in law the principal. It is conceived, however, that there is no difference, *in point of law*, between the case of an agent, contracting on behalf of an English or of a foreign principal. In each case it is a question as to the intention of the parties to be collected from the facts, and the circumstance of the principal being foreign may be some-

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times considered as of great weight in the determination of that question." This seems on principle the most correct view of the law on this question, and *Paice* v. *Walker* taken altogether is neither in favour of nor against this view. There is no doubt that at present there is considerable difficulty in reconciling all the decisions on the question of the personal liability of agents who sign contracts in their own names. It would be always safest for agents to sign their contracts not in their own names but in the names of their principals "by So-and-so their agents," or if they sign their own names then they should state that they sign "by procuration." By signing in either of these forms the agent will always be safe, which can hardly be said of any other form of signature.

MASTER AND SERVANT—RAILWAY COMPANY—LIABILITY FOR ARREST BY SERVANT.

Edwards v. *London and North Western Railway Company*, P.C., 18 W. R. 834.

In the enormous number of actions of all sorts in which railway companies are necessarily engaged, no branch of law is more frequently referred to than that which regulates the liability of masters for the acts of their servants. This liability depends upon a somewhat peculiar principle, by which a master may become civilly responsible for a wrong done by his servant, even in cases where the master has expressly forbidden the servant to do the act. *Limpus* v. *The General Omnibus Company* (11 W. R. 149) is the leading case on this question, and the principles of law relating to the subject are there clearly stated. This liability of masters for the acts of their servants is often expressed by the maxim *respondeat superior*, and must be carefully distinguished from another kind of liability somewhat similar in appearance although wholly different in principle—viz., that expressed by the maxim *qui facit per alium facit per se*. Whether a man does a wrongful act with his own hand or by the hand of another whom he directs, his liability is the same, as is well stated in the maxim we last mentioned. If, however, a man forbid his servant to do a particular wrongful act and the servant nevertheless does it, the master may, as we have said, be held liable. He is liable not upon the ground that he has done the act by the hand of another person, but because the law attaches to his relation to the wrong-doer—viz., that of master—a liability in certain cases for the acts of the wrong-doer. The master is not supposed to have committed the wrong, but he is held liable for its consequences. It is very important that this distinction should be kept clearly in sight, as it is often ignored in text-books and judgments. It is usually (and with sufficient correctness) laid down that a master is liable for the wrongful acts of his servant committed by the servant in the ordinary course of his employment. If the master direct the wrong to be done then he is liable as principal and not as master, because *qui facit per alium facit per se*. Although he does not direct the act, and even if he forbids it, he may yet be liable as master. A railway company, like all other companies, must act by agents alone, and the liability of a company for the acts of its servants is the same as that of an individual. If a servant of a railway company commit a tort the company are liable if it was committed by the servant in the ordinary course of his employment. If the act is not done in the ordinary course of his employment the company cannot be liable as masters. In *Goff* v. *Great Western Railway Company* (30 L. J. Q. B. 148), the superintendent of the defendant's line had a passenger arrested for not paying his fare. The charge was dismissed, and the defendants were held liable for the act of their servant. In that case the defendants had a statutory power to arrest passengers travelling on their line without paying their fare, and it was therefore held that the company's servants were acting in the ordinary course of their employment in arresting a passenger for non-payment of fare, although in that particular case, under the special circumstances, they were not legally justified in so doing. In *Poulton* v. *London and South Coast Railway Company* (16 W. R. Q. B. 309) the defendants' servants arrested a passenger for non-payment of the fare of a horse. The company had no power to arrest for such non-payment. It was held that the defendants were not liable, as their servants could not be held to be acting in the ordinary course of their employment in doing an act which the company had no power to do, even if all the circumstances supposed by their servants to exist had really existed.

The distinction between these two classes of cases is somewhat subtle, but it is intelligible enough. In the former class there is a power to arrest under certain circumstances, and it is, therefore, part of the employment of the servants to arrest when they think such circumstances exist. If they do this wrongfully their masters are liable. In the latter class there is no power to arrest even if the facts supposed to exist do exist, and, therefore, it is no part of the employment of the servants to make such arrests. This principle has been again followed in *Edwards* v. *London and North Western Railway Company*. One of the defendants' servants, a foreman porter, gave the plaintiff in charge for stealing property of the company. The charge was dismissed, and the plaintiff brought an action against the defendants who were held not liable on the ground that the servant in having the plaintiff arrested was not acting as a servant of the company but merely exercising a duty common to all persons. The servants of the company had no special power of arresting for felony, and the plaintiff was given in charge under the common law power for the common law offence.

Both Montague Smith and Brett, JJ., point out in their judgments that a company *might* be liable for such an act of one of their servants, if he were employed for the purpose of making arrests as a night constable or other person whose duty it is to watch the property and premises of the company. It might well be held a part of the ordinary employment of such persons to apprehend those whom they thought to be stealing the company's goods; and if they wrongfully arrested a man, the company might be liable. The servant in this case had, however, no such duty in fact, and therefore it was held that the company were not liable for his act, which was no part of his employment.

BRIBERY AT ELECTIONS—CORRUPT PRACTICES PREVENTION ACT (17 & 18 VICT. C. 102), S. 2—TEST-BALLOT.

Bristol Election Petition. Brett, Appellant, Robinson, Respondent, C.P., 18 W. R. 866.

At the election for Parliament at Bristol last May there were three Liberal candidates, and it was arranged between them that only one of them should stand, and that a test-ballot should be taken to ascertain which of the three should be the one to stand. A test-ballot was accordingly taken, and Mr. Robinson had a large majority. Some of those who then voted for Mr. Robinson had received money and drink from Mr. Robinson's agents under circumstances which would have avoided an election if the money, &c., had been given to them to vote at the election. The other two Liberal candidates retired. A Conservate candidate afterwards appeared, and he and Mr. Robinson went to the poll and Mr. Robinson was elected. The question was whether the giving of the money, &c., to obtain votes at the test-ballot was bribery under the Corrupt Practices Prevention Act, 1854 (17 & 18 Vict. c. 102), s. 2, sub-s. 3, which enacts that the following persons (amongst others) shall be guilty of bribery: "Every person who shall directly or indirectly by himself or by any other person on his behalf, make any gift, loan, &c., &c., to or for any person in order to induce such person to procure or endeavour to procure the return of any person to serve in Parliament, or the vote of any voter at any election." What the Court had, therefore, to decide was whether the

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money, &c., which was given to the voters to induce them to vote at the test-ballot was given to induce such persons to endeavour to procure the return of Mr. Robinson at the election. The Court decided that the money was so given. "The money was paid directly to the voters to induce them to vote at the test-ballot, and so indirectly to endeavour to procure Mr. Robinson's return." The giving of the money, &c., was therefore bribery within the section and it invalidated the election. The case undoubtedly fell within the spirit of the statute and also within the ordinary meaning of the words of the section in question; and there is, therefore, every reason to be satisfied with the decision.

COURTS.

HOME CIRCUIT.

GUILDFORD.

Aug. 17.—*Ward* v. *Barrett.*

This was an action by a husband to recover property belonging to the wife, which, after he had left her, she had sold.

Prentice, Q.C., and *Joyce* for the plaintiff.

Sir George Honyman, Q.C., and *Day* for the defendant.

It appeared that in 1848 the plaintiff deserted his wife (as she swore, though he denied it), and during his desertion —in 1856—the wife acquired earnings, with which she purchased the property in question, which was leasehold, and worth about £750. Afterwards, in 1859, she obtained, under the Divorce Act, an order of protection, on the ground of desertion, which in terms protected "all her earnings and property acquired since the commencement of the desertion." After this the wife sold the property to the defendant. The husband came back in 1869, and, hearing of the property, claimed it.

BOVILL, C.J., held that the order, not having been set aside, must be taken as valid, and if valid was an answer to the action. He must, therefore, direct a verdict for the defendant, and the plaintiff must be left to move the Court, if he pleased, against the verdict. To such a motion, however, he gave no encouragement, his opinion being in favour of the defendant, as it must be taken (for the purpose of the case) that the plaintiff had deserted his wife.—Verdict, therefore, for the defendant.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy Judge.)

August 11.—*Catchpole* v. *Sullivan.*

Action of tort in Common Pleas barred from being tried in county court through the plaintiff not lodging writ in time—Rules of practice in superior court of Hilary Term, 1853, and County Court Rules, 1867—Meaning of the word "thereupon."

This was an action of slander commenced in the Common Pleas and ordered by Mr. Justice Mellor to be tried in this court unless the plaintiff should give security for costs. Security was not given, and sixteen months after the judge's order the plaintiff lodged the order and had the cause set down for hearing before a jury this day, when the cause was called.

Besley, for the defendant, said, before the jury were sworn, he had a preliminary objection to make which he thought would dispose of the cause. This action was commenced nearly two years ago and the defendant had always been anxious to meet it, but delays had been interposed until defendant was enabled about sixteen months ago to stay proceedings in the Common Pleas unless plaintiff gave security for costs, and on his failure to do so the cause was to be tried in this court. According to the rules of practice of Hilary Term, 1853, the plaintiff could not, after so long a delay, have proceeded with his action in the superior court without giving a month's notice, and he (the learned counsel) thought that in such a case the rule would apply to the inferior court as well both as to lapse of time and notice. But if that argument were not sufficient he would refer to the statute under which the cause came before this Court, the County Courts Act, 1867, s. 10. It was there provided that on certain things being done, which had been done in this case, the plaintiff should "thereupon" lodge the writ with the registrar of the county court. The word "thereupon" was not defined in the section, but in County Court Rules of Practice No. 70, the word was used in such a manner as showed how the learned judges, who drew up the rules, understood it. On the lodgment of the writ the registrar was required "thereupon" to appoint a day for hearing, meaning, of course, with as little delay as possible. On these grounds the learned counsel contended the Court could not hear the cause, and if the plaintiff was determined to go on he must get leave of the Court above or begin *de novo*.

Mr. Crofts, attorney for the plaintiff, said he was taken by surprise in this objection, but he thought it would be of no avail. It really amounted to a statutory defence and the defendant could not plead it according to County Court Rule 96 without giving five clear days notice. The plaintiff having had no such notice the cause ought to proceed.

Mr. CUST said Mr. Besley's statement was certainly not what was meant by a statutory defence, as section 10 had no relation to any defence, but simply related to the form of procedure. However much he might be disposed to give as wide an interpretation to the word "thereupon" as possible, so as to enable the plaintiff to have his case heard, it was asking too much to ask him to say that it included a delay of sixteen months, especially when coupled with the fact that plaintiff had lain by all that time and made no sign. The case must be treated as if the writ had not been lodged at all. In answer to Mr. Besley's application for costs, his Honour said he thought that question had better be left to the taxing master of the court above, who might be asked to allow plaintiff his costs of having been brought here.

Aug. 16.—*Hutchins* v. *Fox.*

The prevalence of perjury in county courts.

This was a claim for money lent, for which the plaintiff produced an I O U purporting to be signed by the defendant. The plaintiff swore positively that he wrote the document, except the signature, "F. Fox," which he saw the defendant write at the time the money was lent. On the paper being handed to the defendant, he denied all knowledge of it, adding, when asked to write his name, that he could neither read nor write. The plaintiff then produced another paper, which purported to be a receipt for money paid by him to the defendant in another transaction. He swore that both papers were signed by the defendant, which the defendant as positively denied. The plaintiff then asked for an adjournment that he might produce three or four witnesses who had seen the defendant write.

Mr. Elworthy for the defendant immediately acceded to the proposition to adjourn, as this was a case of a kind only too common. There was no guessing at who was the perjurer in this case, but certainly one of the parties had committed perjury of the most gross and wilful kind. The case ought to be sifted to the bottom, and if the Court granted an adjournment he promised that he would not attempt in the slightest degree to shield his client if it appeared that he was the criminal.

Mr. CUST said he should not grant an adjournment, as he thought he had evidence enough before him to enable him to give a decision. It was clear that perjury had been committed, but if by the plaintiff, then he had committed forgery also. It was more reasonable to believe that the defendant had committed one crime than that the plaintiff had committed two. The judgment would therefore be for the plaintiff.

Mr. Elworthy said he had caused the evidence of the plaintiff to be taken down by a shorthand writer present, and, in all probability, some further proceedings would be the consequence.

APPOINTMENTS.

Mr. PATRICK CUMIN, barrister-at-law, has been appointed an Assistant-Secretary to the Committee of Council on Education. Mr. Cumin was called to the Bar at the Inner Temple in June, 1850.

Mr. EDWIN ANDREW, solicitor, of Liverpool, has been appointed Town Clerk of the borough of Salford, near Manchester, in succession to Mr. George Brett, who has resigned. Mr. Andrew was certificated as a solicitor in Trinity Term 1864, and has for some years been an assistant in the office of the Town Clerk of Liverpool.

Mr. FRANCIS STANGER LEATHES, solicitor, of Bombay, has been appointed Clerk to the Justices of the Peace for the

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town and island of Bombay, in place of his brother, Mr. C. E. Stanger Leathes, deceased. Mr. Leathes has been for several years in practice as a solicitor in Bombay, in partnership with his deceased brother, for whom he acted as Clerk of the Peace on three separate occasions, while absent on leave.

Mr. Francis Frederick Giraud, solicitor, of Faversham, Kent, has been appointed Town Clerk of that borough, and also Clerk of the Peace, in the room of Mr. S. G. Johnson, who has been appointed Town Clerk of Nottingham. His salary as Town Clerk will be £65 per annum, and as Clerk of the Peace £50.

Mr. George Kenyon, solicitor, Thorne, Yorkshire, has been appointed Clerk to the Trustees of the Doncaster and Thorne and Barton and Selby turnpike roads, in the place of Mr. W. J. Fox, solicitor, who has resigned.

Mr. Henry Jackson, solicitor, of St. Helen's-place, City, has been elected Clerk to the Worshipful Company of Cordwainers, in succession to Mr. Henry Dunkin Francis, solicitor, deceased. Mr. Jackson was admitted an attorney in Michaelmas Term, 1833, and was Undersheriff of London in 1840, during the memorable conflict between the House of Commons and the Court of Queen's Bench.

Mr. Alexander Grant Meek, solicitor, of Devizes, Wilts, has been appointed Town Clerk of that borough, and clerk to the Local Board of Health, in succession to his father, Mr. Alexander Meek, solicitor, who has resigned, after holding the first-named office for nearly twenty-nine years.

Mr. Robert Purvis, solicitor, of South Shields, has been elected Clerk to the Magistrates of that borough, in succession to Mr. Shaftoe Robson, who recently resigned, on being appointed to a similar office at Gateshead. He was admitted an attorney in Michaelmas Term, 1866, and is a member of the local firm of Wawn & Purvis. The other candidates for the office were Messrs. H. T. Duncan and T. G. Mabane, solicitors, of South Shields, and Mr. J. J. Bentham, solicitor, of Sunderland.

GENERAL CORRESPONDENCE.

Sir,—Can you inform your readers when it is likely there will be a new edition of the Consolidated Orders in Chancery? The first came out in 1849, since which time no less than thirty General Orders have been issued. These orders are almost equal in bulk to the Consolidated Orders, and are not merely additions to them, but in many instances, they abrogate the latter, and give new directions on many important branches of Chancery practice.

The profession would welcome such a work as a valuable addition to their practice books, and I trust that my Lord Hatherley will authorise its commencement forthwith.

68, Chancery-lane, London, August 16, 1870. John Tucker.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Supreme Court, Pennsylvania.

July 8.—*The Pennsylvania Railway Company* v. *William Kerr.*

A warehouse, situated near defendants' track, had been ignited by sparks emitted from a negligently placed locomotive of defendants; the burning warehouse in turn communicated fire to the plaintiff's building, distant some thirty-nine feet, destroying it.

Held, that the proximate *cause of plaintiff's loss was the burning warehouse; that the defendant's negligence was but the* remote *cause; and that therefore the defendants were not liable to the plaintiff.*

Error to the Common Pleas of Huntingdon county.

Opinion by Thompson, C.J.—It has always been a matter of difficulty to judicially determine the precise point at which pecuniary accountability for the consequences of wrongful or injurious acts is to cease. No rule has been sufficiently defined and general as to control in all cases. Yet there is a principle applicable to most cases of injury which amounts to a limitation. It is embodied in the common law maxim, *causa proxima, non remota spectatur*—the immediate and not the remote cause is to be considered. Pars. on Cont. v. 3, p. 198, illustrates the rule aptly by the suppositive case of debtor and creditor, as follows: "A creditor's debtor has failed to meet his engagements to pay him a sum of money, by reason of which, the creditor has failed to meet *his* engagement, and the latter is thrown into bankruptcy and ruined. The result is plainly traceable to the failure of the former to pay as he agreed. Yet the law only requires him to pay his debt with interest. He is not held liable for consequences which he had no direct hand in producing and no reason to expect. The *immediate* cause of the creditor's bankruptcy, was his failure *to pay his own debt.* The cause of that cause was the failure of the debtor to pay him, but this was a remote cause, being thrown back by the interposition of the proximate cause, the non-payment by the creditor of his own debt. This, I regard as a fair illustration of what is meant in the maxim by the words "*proxima*" and "*remota.*" See also notes, same volume, p. 180.

In *Harrison* v. *Berkley*, 1 Strobh. (S. Car. Rep.) 548, Mr. Justice Wardlaw indulges in some reflections on this point worth referring to in this connection. "Every incident," says he, "will, when carefully examined, be found to be the result of combined causes; to be itself one of various causes, which produces other events. Accident or design may disturb the ordinary action of causes. It is easy to imagine some act of trivial misconduct or slight negligence, which shall do no direct harm, but sets in motion some second agent that shall move a third, and so until the most disastrous consequences shall ensue. The first wrong-doer, unfortunate rather than seriously blameable, cannot be made answerable for all these consequences."

It is certain, that in almost every considerable disaster, the result of human agency and dereliction of duty, a train of consequences generally ensue, and so ramify as more or less to affect the whole community. Indemnity cannot reach all these results, although parties suffer who are innocent of blame. This is one of the vicissitudes of organised society. Every one in it takes the risk of their vicissitudes. Wilfulness itself cannot be reached by the civil arm of the law for all the consequences of consequences, and some sufferers necessarily remain without compensation. The case of *Scott* v. *Shepherd*, 2 Wm. Blac. R. 893, the case of the squib, is sometimes cited as extending the principle of the maxim, but it is not so. The doctrine of proximate and remote causes was really not discussed in that case. One threw a squib in a market place amongst the crowd. It fell on the stall of one who immediately cast it off to prevent it exploding there, and it struck a third person and exploded, putting out his eye. The question was, whether the defendant could be made answerable in the form of action adopted, which was trespass. Ch. Justice De Grey held, that the first thrower, the defendant, was answerable, for that in fact the squib did the injury by the first impulse. In this way the action of trespass was sustained. It is no authority against the principle suggested. There must be a limit somewhere. Greenl. in Vol. II., section 256, touches the question thus: "the damages to be recovered must be the natural and proximate consequence of the act complained of." This is undoubtedly the rule. The difficulty is in distinguishing what is proximate and what remote. I regard the illustration from Parsons already given, although the wrong supposed arises *ex contractu*, as clear as any that can be suggested. It is an occurrence undoubtedly frequent, that by the careless use of matches, houses are set on fire. One adjoining is fired by the first, a third is by the second, and so on, it might be, for the length of a square or more. It is not in our experience that the first owner is liable to answer for all these consequences and there is a good reason for it. The second and third houses in the case supposed, were not burned by the direct action of the match, and who knows how many agencies might have contributed to produce the result? Therefore, it would be illogical to hold the match chargeable as the cause of what it did not do, and might not have done. The text books, and I think the authorities agree, that such circumstances define the word "*remota*" removed, and not the immediate cause. This is also Webster's third definition of the word remote. The question which gives force to the objection that the second or third result of the first cause is remote, is put by Parsons, Vol. II., 180, "did the cause alleged produce its effects without another cause intervening, or was it made to operate only through or by means of this intervening cause?" There might possibly be cases in which the causes of disaster, although seemingly removed from the original cause, are still incapable of

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distinct separation from it, and the rule suggested might be inapplicable; but of these when they occur. The maxim, however, is not to be controlled by time or distance, but by the succession of events.

The case on hand is a claim against the defendant under these circumstances, briefly: A warehouse of one Simpson, situate very near the track of the company's road, was set on fire by sparks emitted from a locomotive engine of the defendants, so negligently placed as to set it on fire. The burning of the warehouse communicated fire to a hotel building situated some thirty-nine feet from the warehouse, which, at the time, was occupied by the plaintiff as tenant, and it was consumed, with its furniture, stock of liquors and provisions, and for this the plaintiff sued and recovered below. Several other disconnected buildings were burned at the same time, but this is in no way involved in this case.

No doubt the company was answerable for the destruction of the warehouse, resulting from the negligence of the company's servants in the use of the engine. The authority to the company to use steam on their road does not exempt it from liability for injury resulting from the negligent use of it: *Lackawanna and Bloomsburg Railroad Company* v. *Doak*, 2 P. F. Smith, 379. The learned judge charged that the defendant was liable to the plaintiff to the extent of his loss, by reason of the burning of the hotel, although by fire communicated from the warehouse, if the latter was set on fire by the negligence of the defendant's servants in the manner mentioned. To this charge the defendants excepted, and assign it for error, and this presents the question of the case.

This charge was of course the equivalent of holding that a recovery for all the consequences of the first act of negligence of the defendants, was in law allowable. We are inclined to think in this there was error, for the reasons already given, and others that will be given. It cannot be denied but that the plaintiff's property was destroyed, but by a secondary cause, namely, the burning of the warehouse. The sparks from the locomotive did not ignite the hotel. They fired the warehouse, and the warehouse fired the hotel. They were the remote cause—the cause of the hotel being burned. As there was an intermediate agent, or cause of the destruction, between the sparks and the destruction of the hotel, it is obvious that that was the proximate cause of its destruction, and the negligent emission of sparks the remote cause. To hold that the act of negligence which destroyed the warehouse destroyed the hotel, is to disregard the order of sequences entirely, and would hold good if a row of buildings a mile long had been destroyed. The cause of destruction of the last in that case, would be no more remote, within the meaning of the maxim, than that of the first, and yet how many concurring elements of destruction there might be in all of these houses, and no doubt would be, no one can tell. So to hold would confound all legitimate ideas of cause and effect, and really expunge from the law the maxim quoted, that teaches accountability for the natural and necessary consequences of a wrongful act, and which should, in reason, be only such that the wrong-doer may be presumed to have known would flow from his act. According to the principle asserted, a spark from a steamboat on the Delaware might occasion the destruction of a whole square, although it never touched but a single separate structure. No one would be likely to have the least idea of such accountability, so as to govern and control his acts accordingly. A railroad terminating in a city, might, by the slightest omission on the part of one of its numerous servants, be made to account for squares burned, the consequence of a spark communicating to a single building. Were this the understanding of the extent of liability under such circumstances, it seems to me that there might be more desirable objects to invest capital in, than in the stock of such a railroad. But it never has been so understood or adjudged. Lowrie, J., in *Morrison* v. *Davis & Co.* (8 Har. 171), illustrates the argument against such liability most strikingly, by reference to a well-known fact. In the case he was treating, a horse in a canal boat team was lame, in consequence of which the boat was behind time in reaching the Juniata river, and in consequence of that was overtaken by a flood in the river which destroyed the boat with its freight. The carrier, the owner of the boat, was charged with being negligent in using a lame horse, the occasion of the delay. In treating of this as only the remote cause of the disaster, the learned judge said:—"There are often very small faults which are the occasion of the most serious and distressing consequences. Thus, a momentary act of carelessness set fire to a little straw, and that set fire to a house, and by an extraordinary concurrence of very dry weather and high winds, with this little fault, one-third of a city (Pittsburgh) was destroyed; would it be right that this small act of carelessness should be charged with the whole value of the property consumed?" The answer would and ought to be, No, it was but the remote cause of it. Innumerable occasions must have occurred in this commonwealth for asserting liability to the extent and upon the principle claimed here, yet we have not a solitary precedent of the kind in our books. This is worth something as proof against the alleged principle. It was Littleton's rule, "that what never was, never ought to be:" 1 Vern. 385.

The question in hand has not been adjudicated in this State, and but seldom discussed in any of the other States; yet we have a case decided in the Court of Appeals of the State of New York, in 1866, which is directly in point in support of the doctrine we have been endeavouring to advance above. It is the case of *Ryan* v. *The New York Central Railroad Company* (8 Tiffany,) 35 N. Y. 210. The facts in that case briefly were, that the defendant, by the carelessness of its servants, or through the insufficient condition of one of its locomotive engines, set fire to its own wood shed with a large quantity of wood therein. The plaintiff's house, situated some 130 feet from the shed, took fire from the heat and sparks of the burning shed and wood, and was entirely consumed. A number of other houses and buildings were destroyed by the spreading of the fire. The plaintiff brought suit against the company for his loss. On the presentation of these facts at the trial, the circuit judge non-suited the plaintiff, and at the general term of the Supreme Court of the Fifth District, the judgment was affirmed. The case was then removed to the Court of Appeals, where the judgment was unanimously affirmed in an elaborate and exhaustive opinion by Hunt. J. Every position taken by the counsel for the defendant in error here, was taken there, and examined and answered fully in the opinion. All the English and American cases supposed to have any bearing on the point in dispute there on the same question we have here, are noticed by him, and the doctrine clearly deduced, that the railroad company was not answerable to the plaintiff for the loss of his house being burned by fire communicated by the burning shed. That case is not distinguishable in principle, or in the manner of destruction, from this. It is on all fours with this case.

But it seems to have been thought that the *Insurance Company* v. *Tweed*, 7 Wal. (U. S. Rep.) 45, conflicts with the above case. I do not think it does, when understood. It was an action on a policy of insurance against fire, in which there was an exception of several matters—viz., invasion, insurrection, military and usurped power, explosion, earthquakes, &c. An explosion took place in a warehouse on the opposite side of the street from the insured property, and scattered fire and burning fragments upon the insured property and destroyed it. The decision of the Supreme Court was that the loss was within the exception of loss by fire occasioned by explosion. To me it seems that it would have been rather more rational to have held that the destruction was by fire *per se*. But the Court interpreted the terms of the contract of the parties in this way. We must remember that there may be a difference between interpreting the obligation of a contract, and defining liability under the laws of social duty. Certain it is, the laws are not the same. One does not necessarily rule the other. I may say further, that there is no evidence, in the opinion of Mr. Justice Miller, that he had specially in view the same question, so ably discussed by Mr. Justice Hunt, or if he had, that his investigations extended so far as did those of the last-named judge. He does not even refer to the New York case at all.

The question here involved does not seem to have been definitely determined in England; why, I am at a loss to know. There have been decisions, it is true, imposing liability against the reasons we have expressed above, but in none of them is the question of proximate and remote cause of the injury discussed at all. Such is the case in *Piggot* v. *The Eastern Counties Railway Company*, 3 C. B. 229, cited by the counsel for the defendant in error; and such is the recent case of *Smith* v. *The London and South Western Railway Company*, 18 W. R. 343. In this case, Bovill, C.J., and Keating, J., affirmed the recovery. Brett, J., dissented. Both these cases were before

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the Court of Common Pleas. I find no review of the question in the Exchequer Chamber. I regard these cases as passing over the question that was decided in the Court of Appeals in York, and which is before us now, *sub silentio*. Hunt, J., expresses, to some extent, my experience, when he says, "I have examined the authorities cited from the Year Books, and have not overlooked the English statutes on the subject, or the English decisions, extending back for many years. It will not be useful further to refer to the authorities, for it will be impossible to reconcile some of them with the views I have taken." I entirely agree, that if they shed any light, it is too uncertain and dim to be followed with safety; while, on the other hand the concurrence of principle, with a just measure of responsibility, we think, is best subserved by the rule we suggest. With every desire to compensate for loss when the loser is not to blame, we know it cannot always be without transcending the boundaries of reason, and, of course, law. This we cannot do, and we fear we would be doing it, if we affirmed the judgment in this case. The limit of responsibility must lie somewhere, and we think we find it in the principle stated. If not found there, it exists nowhere. We have not been referred to any case, in any of the States and courts, excepting those noticed, and I have not myself discovered any, which in the least militates against the foregoing views; we are therefore constrained to follow the result of our conclusions, and reverse the judgment in this case. At present we will not order a *venire de novo*, but if the plaintiff below and defendant in error desire, we will order it on grounds shown for it, if made in a reasonable time.

Judgment reversed.

Miles & Dorris, for plaintiff in error.

Speer & Petrikin, for defendant in error.—*Legal Intelligencer.*

United States Supreme Court.

Charles Bischoff, Philip Smith Coxe, and George Coxe Bompas, Plaintiffs in Error, v. *John Wethered.*

(In error to the Circuit Court of the United States for the district of Maryland.)

Mr. Justice Bradley delivered the opinion of the Court.

This was an action brought by the plaintiffs in error against the defendant to recover damages for breach of covenant in the assignment of one-fortieth part of an English patent granted to one William Henry Newton. The covenant was that the patent was in all respects valid and unimpeaceable. The breach complained of was that it was null and void. The declaration contained certain other counts, namely, the ordinary money counts, and a count on a judgment recovered in the Common Pleas at Westminster Hall, in England. To the latter count the defendant pleaded *nul tiel record*; and the only evidence adduced in its support was an exemplified copy of a judgment recovered against the defendant in the said Common Pleas, without any service of process on him, or any notice of the suit, other than a personal notice served in the City of Baltimore. It is enough to say of this proceeding, that it was wholly without jurisdiction of the person, and whatever validity it may have in England, by virtue of statute law, against property of the defendant there situate, it can have no validity here, even of a *prima facie* character. It is simply null.

As no evidence was adduced to sustain the common counts, the only question of importance arises under the count on the alleged covenant that the patent in question was valid and unimpeachable.

This patent was granted to Newton on the 25th of May, 1853, and was for certain improvements in the generation of steam, consisting of an accessory steam-pipe carried from the boiler through the fire or chimney, so as to cause the steam conveyed therein to become superheated, and from thence carried to the steam-chest, or to an intermediate pipe, there to connect with the ordinary steam-pipe which conveys the steam from the boiler to the engine, so as to mix the superheated steam with the ordinary steam as it comes from the boiler. The effect of this mixture is described to be that the superheated steam converts into steam all the remaining watery particles, froth and foam, contained in the ordinary steam, and thus dries and rarifies the whole mass, and makes it more effective.

The plaintiff having put in evidence the assignment containing the covenant declared on, and the letters patent granted to Newton, in order to show the breach of covenant, put in evidence a prior English patent, granted to one Poole, in 1844, for an invention which the plaintiff claimed was identical with that patented to Newton. The plaintiff then called upon the Court to compare the two specifications, and to instruct the jury that the patent to Newton was not a valid and unimpeachable patent, inasmuch as the invention therein described was not novel, but was already substantially described in the specification of Poole; and that under the covenants contained in the assignment, the plaintiffs were entitled to recover £500, the amount of purchase-money paid, with interest. This the Court refused to do, and plaintiffs excepted.

The defendant then prayed the Court to instruct the jury, amongst other things, that there is not on the face of the respective patents of Newton and Poole such an identity as authorises the Court to pronounce that they are for one and the same invention, and that for that reason the patent granted to Newton is invalid; and such invalidity being necessary to support the plaintiffs' claim, and being wanting, the verdict must be for the defendant. The Court granted this prayer, and instructed the jury accordingly, and a verdict was found for the defendant. The plaintiffs excepted to this instruction.

The question therefore is, whether the Court was bound to compare the two specifications, and to instruct the jury, as matter of law, whether the inventions therein described were, or were not, identical. This is an important question of practice under the patent law, and deserves to be seriously considered by this Court.

It is undoubtedly the common practice of the United States circuit courts, in actions at law on questions of priority of invention, where a patent under consideration is attempted to be invalidated by a prior patent, to take the evidence of experts as to the nature of the various mechanisms or manufactures described in the different patents produced, and as to the identity or diversity between them; and to submit all the evidence to the jury under general instructions as to the rules by which they are to consider the evidence. A case may sometimes be so clear that the Court may feel no need of an expert to explain the terms of art or the descriptions contained in the respective patents, and may, therefore, feel authorised to leave the question of identity to the jury, under such general instructions as the nature of the documents seems to require. And in such plain cases the Court would probably feel authorised to set aside a verdict unsatisfactory to itself, as against the weight of evidence. But in all such cases the question would still be treated as a question of fact for the jury, and not as a question of law for the court. And under this rule of practice, counsel would not have the right to require the Court, as matter of law, to pronounce upon the identity or diversity of the several inventions described in the patents produced. Such, we think, has been the prevailing rule in this country, and we see no sufficient reason for changing it. The control which the courts can always exercise over unsatisfactory verdicts will enable them to prevent any wrong or injustice arising from the action of juries; whereas, if the courts themselves were compellable to decide on these often recondite and difficult questions, without the aid of scientific persons familiar with the subjects of the inventions in question, they might be led into irremediable errors, which would produce great injustice to suitors. We are disposed to think that the practice adopted by our courts is, on the whole, the safest and most conducive to justice.

It may be objected to this view that it is the province of the Court, and not the jury, to construe the meaning of documentary evidence. This is true. But the specifications of patents for inventions are documents of a peculiar kind. They profess to describe mechanisms and complicated machinery, chemical compositions, and other manufactured products, which have their existence *in pais*, outside of the documents themselves; and which are commonly described by terms of the art or mystery to which they respectively belong; and these descriptions and terms of art often require peculiar knowledge and education to understand them aright; and slight verbal variations, scarcely noticeable to a common reader, would be detected by an expert in the art, as indicating an important variation in the invention. Indeed, the whole subject-matter of a patent is an embodied conception outside of the patent itself, which, to the mind of those expert in the art, stands out in clear and distinct relief, whilst it is often unperceived, or but dimly perceived, by the uninitiated. This outward embodi-

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ment of the terms contained in the patent is the thing invented, and is to be properly sought, like the explanation of all latent ambiguities arising from the description of external things, by evidence *in pais*.

We are, therefore, of opinion that the circuit court was justified in refusing to give the instructions demanded by the plaintiffs, and in giving that which was asked by the defendant.

The precise question has recently undergone considerable discussion in England, and has finally resulted in the same conclusion to which we have arrived. The cases will be found collected in the last edition of Curtis on Patents, section 446. It was at first decided in the cases of *Bovill* v. *Pimm*, 11 Ex. 718; *Betts* v. *Menzies*, 1 Ell. & Ell. Q.B. 999; and *Bush* v. *Fox*, 5 H. of L. Cas. 707, that it was the province and duty of the Court to compare the documents and decide on the identity or diversity of the inventions. But in 1862, Lord Westbury, in two very elaborate judgments, one of which was delivered in the House of Lords on occasion of overruling the decision in *Betts* v. *Menzies*, held that it belonged to the province of evidence, and not that of construction, to determine this question. "In all cases, therefore," he concludes, "where the two documents profess to describe an external thing, the identity of signification between the two documents containing the same description must belong to the province of evidence, and not that of construction." Lord Westbury very justly remarks that two documents using the same words, if of different dates, may intend very diverse things, as, indeed, was actually decided by this Court in the case of *The Bridge Proprietors* v. *The Hoboken Company*, 1 Wallace, 116. The Court, in that case said: "It does not follow, when a newly invented or discovered thing is called by some familiar word which comes nearest to expressing the new idea, that the thing so styled is really the thing formerly meant by the familiar word." And the decision was that the word "bridge" in an old bridge law, passed in 1790, did not mean the same thing as the same word meant when applied to the modern structure of a railroad bridge.

This view of the case is not intended to, and does not, trench upon the doctrine that the *construction* of written instruments is the province of the Court alone. It is not the *construction of the instrument*, but the *character of the thing invented*, which is sought in questions of identity and diversity of inventions.

The judgment of the circuit court must be affirmed.—*New York Transcript.*

OBITUARY.

RIGHT HON. J. HATCHELL.

The Right Hon. John Hatchell, formerly Attorney-General for Ireland, died suddenly at his residence, Fortfield House, near Dublin, on the 14th inst. The deceased gentleman was born at Wexford in 1788, and was educated at Trinity College, Dublin, where he obtained honours and a University Scholarship, graduating B.A. in 1807, and M.A. in 1810. He was called to the bar in Ireland in 1809, and was nominated a King's Counsel in 1835. In 1846 he was admitted a bencher of King's-inns, Dublin, and was appointed Solicitor-General for Ireland in December, 1847. In December, 1850, on the Right Hon. J. H. Monahan becoming Chief Justice of the Court of Common Pleas in Ireland, Mr. Hatchell succeeded him as Attorney-General. In February, of the same year, he was elected to represent Windsor in Parliament, and remained in that position till the general election in July, 1852, when he did not seek the suffrages of any constituency. Mr. Hatchell was appointed Commissioner of the Insolvent Debtors Court in Ireland in June, 1854, which office he continued to hold until the amalgamation with the Court of Bankruptcy in 1859, when he retired on full pension.

MR. S. D. DARBISHIRE.

Mr. Samuel Dunkinfield Darbishire, formerly a solicitor of Manchester, died at his residence, Pendyffryn, near Conway, Carnarvonshire, in the 74th year of his age. Mr. Darbishire has been in practice at Manchester for many years, and had at one time been solicitor to the Lancashire and Yorkshire Railway Company. After his retirement from business, he purchased an estate in Carnarvonshire, and for one year served the office of high sheriff of that county. He had been President of the Manchester New College for several years. He was a magistrate for the Conway division, and was also a Deputy Lieutenant of Carnarvonshire.

COURT PAPERS.

BRECON ELECTION PETITION.

Overton and another, Petitioners; Holford, M.P., Respondent.

An election petition from Brecon was filed at the rule office on Friday last. It contains the usual allegations of bribery, treating, and undue influence, in addition to that of "having engaged at the election as canvassers or agents for the management or other purposes of the said election, certain persons, who had within seven years previous to such engagement, been fined or reported guilty of corrupt practices, by a competent legal tribunal." The seat is not prayed for.

Agents for the petitioners, Mr. Wm. Graves, Brecon; Messrs. Wyatt & Hoskins, Parliament-st, S.W.

Agents for respondent, Messrs. Carlisle & Ordell, 8, New-square, Lincoln's-inn.

NORWICH ELECTION PETITION.

Agents for respondent, Messrs. Flux & Leadbitter, Leadenhall-street, E.C.

Mr. Justice Byles has appointed Tuesday, the 13th September, for the trial of this petition.

Mr. Edward Foss, F.S.A., J.P. of Kent and Surrey, and author of "Lives of the Judges," died at Addiscombe on the 27th of July, in his eighty-second year.

We are not disposed to join with Ministers in deploring the abandonment of the Judicial Committee Bill, to which Mr. Bruce reluctantly consented on Monday night, in the face of a strong adverse minority, that threatened in successive divisions to grow in to a majority. The Home Secretary assured the House of Commons—"That the Government had brought in the bill really with an honest desire to provide for a state of things which they believed to be a most crying evil." We need not doubt the honesty of Lord Hatherley, but we are quite sure that neither he nor his colleagues have measured the extent of the evil that is apparent to all, nor have they yet understood the character of the needful remedy. The bill that has been abandoned was only a small instalment of a comprehensive scheme of legal reform, which we were promised at the opening of the session; the other portions of the scheme met with an earlier fate; and it was absurdly purposeless to push on such a piecemeal fraction of legislation in the second week of August. Not that even the preservation of the original plan of judicial reorganisation introduced by the Lord Chancellor would have been satisfactory. The parts hung badly together, the ideas on which they rested were imperfectly pursued or timidly surrendered, and perhaps the performance of the ministerial promises of legal reform in the fashion of which the abandoned bills have given us a specimen would have resulted in making worse confounded the existing confusion of the Courts of Law. If the task is to be taken up again next year, as it certainly must be, another spirit of treatment must be shown. There must be a clearer purpose more logically followed up, and the resistance of legal Conservatism must be energetically beaten down.—*Economist.*

LAWYERS IN EUROPE.—Recent statistics develop some facts of interest with regard to the number of lawyers in different European countries, and their ratio to the population at large. For example, we learn that in England there is one lawyer to every 1,240 of the population; in France, one for every 1,970; in Belgium, one for every 2,700; and in Prussia, one for every 12,000 only. Another curious fact is, that in England the number of persons belonging to each of the different professions is nearly the same. Thus, there are 34,970 lawyers, 35,483 clergymen, and 35,995 physicians. In Prussia, on the other hand, there are 4,809 physicians to only 1,362 lawyers.

CONTEMPT OF COURT.—While Thad. Stevens was a young lawyer, he once had a case before a bad-tempered judge of an obscure Pennsylvania court. Under what he considered a very erroneous ruling, it was decided against him; whereupon he threw down his books and picked up his hat in a high state of indignation, and was about to leave the court-room, scattering imprecations all around him. The judge straitened himself to his full height, assumed an air of offended majesty, and asked Thad. if he meant to "express his contempt for this court." Thad. turned to him very deferentially, made a respectful bow, in feigned amazement. "*Express* my contempt for this court! No, sir! I am trying to *conceal* it, your Honour;" adding, as he turned to leave, "but I find it d——d hard to do it."

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 19, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91⅞	Annuities, April, '85
Ditto for Account, Sept. 7, 92	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 109½
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	85
Stock	Caledonian	100	74½
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	35½
Stock	Do., East Anglian Stock, No. 2	100	?
Stock	Great Northern	100	120½
Stock	Do., A Stock*	100	128½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	69
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	39½
Stock	London, Chatham, and Dover	100	13⅜
Stock	London and North-Western	100	127⅝
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	42½
Stock	Metropolitan	100	65 xd
Stock	Midland	100	127½
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34
Stock	North London	100	120
Stock	North Staffordshire	100	57
Stock	South Devon	100	46
Stock	South-Eastern	100	69
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	8 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
34140	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 11 3
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
50000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ pr cent	Law Life	100	83 17 6	89 12 6
00000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4l 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	:6 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
89220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the directors of the Bank of England made a further reduction in the rate of discount from 5½ per cent. to 4½; and this change fairly indicates the continuing tendency towards a gradual restoration of the normal state of things in the markets, both for money and securities. Since this operation the funds have continued to show increasing firmness; and the improvement in railway shares and other like securities has been very marked.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BESLEY—On Aug. 16, at 4, Belgrave Villas, Brixton, the wife of Edward T. E. Besley, barrister, of a daughter.

GIDLEY—On Aug. 11, at Exeter, the wife of Bartholomew C. Gidley, Esq., solicitor, of a daughter.

MUNTON—On Aug. 15, at 21, Montague-street, Russell-square, London, the wife of Francis K. Munton, Esq., solicitor, of a son.

WALTERS—On Aug. 11, at Ewell, Surrey, the wife of William Melmoth Walters, Esq., of Lincoln's-inn, of a daughter.

MARRIAGES.

BERGIN—PINCHING—On Aug. 16, at Milton-next-Gravesend, Thos. Fleming Bergin, Esq., solicitor, Dublin, to Marion Fanny, youngest daughter of C. T. Pinching, Esq.

BUSH—BEDDOE—On Aug. 17, at St. Augustine's Church, Bristol, John Bush, Esq., solicitor, Bristol, to Alice Eliza Ann, only child of Henry Beddoe, Esq., solicitor, Bristol.

ELLIOTT—TENNENT—On Aug. 11, at St. Simon's Church, Southsea, Sutton John Elliott, Esq., solicitor, Portsmouth, to Christian Rainy, second daughter of the late Robert Tennent Esq., of Well Park, Glasgow.

HARRISON—HARRISON—On Aug. 17, at Christ Church, Lancaster-gate, Frederic Harrison, of Lincoln's-inn, barrister-at-law, to Ethel Bertha, only daughter of William Harrison, of Craven-hill-gardens.

PURCELL—PUGIN—On Aug. 16, at St. Augustine's, Ramsgate, Henry Francis Purcell, Esq., barrister-at-law, of the Norfolk Circuit, to Margaret, youngest daughter of the late Augustus Welby Pugin, Esq., of The Grange, Ramsgate.

DEATHS.

WILLIAMS—On Aug. 14, at The College, Shrewsbury, John Price Williams, Esq., of the Middle Temple, barrister-at-law, aged 56.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Aug. 12, 1870.

UNLIMITED IN CHANCERY.

Beddgelert Railway Company.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Nov. 9 at 2, is appointed for hearing and adjudicating upon the debts and claims.

Laugharne Railway Company.—Vice-Chancellor Bacon has, by an order dated Aug. 5, appointed William Hopkins Holyland, of 13, Gresham-street, to be official liquidator. Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov. 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Lones's Patent Steel Coated Iron Company (Limited).—Petition for winding up, presented July 29, directed to be heard before Vice-Chancellor Bacon on the next petition-day. Newman & Co, Cornhill, for Shakespeare. Oldbury, solicitor for the petitioners.

Mont Cenis Railway Company (Limited).—Vice-Chancellor Malins has, by an order dated Aug. 3, ordered that the petition should stand over till the first petition-day in Michaelmas Term; and that James Atkinson Longridge, of 3, Poet's Corner, Westminster, be appointed provisional official liquidator. Harrison & Co, solicitors for the petitioner.

One Wine Company (Limited).—Creditors are required, on or before Sept 19, to send their names and addresses, and the particulars of their debts or claims, to Henry Brown, of Westminster-chambers, Victoria-street, Westminster. Friday, Nov. 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Teignmouth Pier Company (Limited).—Creditors are required, on or before Oct. 10, to send their names and addresses, and the particulars of their debts or claims, to Henry Brown, of 7, Westminster-chambers, Victoria-street. Friday, Nov. 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Aug. 16, 1870.

LIMITED IN CHANCERY.

Commercial Indemnity Corporation of Great Britain (Limited).—Vice-Chancellor Malins has, by an order dated July 12, appointed David Parry, of 3, White Lion-court, Cornhill, to be official liquidator. Creditors are required, on or before Oct. 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Nov. 4, at 12, is appointed for hearing and adjudicating upon the debts and claims. Bntt & Son, Dyers'-hall, Dowgate-hill.

Land and Sea Telegraph Construction Company (Limited).—Vice-Chancellor Malins has, by an order dated Aug. 5, ordered that the voluntary winding-up of the above company be continued. Darley, John-street, Bedford-row, and Tilleard & Co, Old Jewry.

Friendly Societies Dissolved.

TUESDAY, Aug. 16, 1870.

Essex and Suffolk Friendly Society, 17, Trinity-street, Colchester, Essex. Aug. 11.

Friendly Society, White Hart Inn, Caldicott, Monmouth. Aug. 11.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 12, 1870.

Barnes, Richd, Stockwell-park-rd, Contractor. Oct 15. Barnes v Tredwell, V.C. Malins. Burn, Gresham-st.

Boone, John Joseph, Bishopsteignton, Devon, Gent. Oct 1. Boone v Soper, V.C. Bacon. Whidborne & Tozer, Teignmouth.

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Bramwell, Jas, Royal Exchange-buildings, Metal Broker. Oct 31. Protheroe v Price, M.R.
Bridge, Wm, Manor-street, Chelsea, Victualler. Oct 22. Bridge v Bridge, V.C. Malins. Aston, Edgware rd.
Browning, Jas, Upper Whitecross-st, Corn Dealer. Sept 5. Browning v Browning, M.R. Lewis & Sons, Wilmington-sq.
Carr, Matthew, Strand, Wine Merchant. Oct 1. Carr v Carr, V.C. Stuart. Godwin & Pickett, King's Bench-walk, Temple.
Claxton, Noah, Wending, Norfolk, Farmer. Sept 15. Claxton v Claxton, V C. Bacon. Roberts, Leadenhall-st.
Eales, Fanny Maria, Upper George-st, Royal-hill, Greenwich, Widow. Sept 5. Nash v Molton, M.R. Eddell, King-st, Cheapside.
Evans, Sir De Lacy, Gt Cumberland-pl, Lieutenant-General. Oct 8. Wilson v O'Leary, V.C. Bacon. Stephens & Langdale, Bedford-row.
Forman, Wm Hy, Dorking, Surrey, Esq Oct 1. Browne v Collins, V.C. Stuart. Denby, Frederick's-pl, Old Jewry.
Hartley, Stephen, Witney, Oxford. Nov 7. V.C. Bacon.
Lord Howard de Walden and Seaford, Right Hon. Chas Augustus. Oct 15. Ellis v Lady Howard de Walden, V.C. Malins. Cutler, Bedford-square.
Large, Robert, Sheppard, Mildenhall-farm, Wilts, Farmer. Oct 10 Brown v Large, V.C. Stuart. Cave, Newbury.
Lovatt, John, jun, Leigh, Stafford, Farmer. Oct 1. Keates v Wilson, V C. Bacon. Flint, Uttoxeter.
Marshall, Joseph, Cuffle, Southampton, Husbandman. Oct 1. M.R. Whittakers & Woolbert, Lincoln's-inn-fields.
McCracken, Alex, Birm, Saddler. Sept 10. McCracken v McCracken, V.C. Malins. Powell, Birmingham.
Newton, Saml, Atherton, Lancaster, Esq. Oct 1. Walmsley v Norbury, V.C. Malins. Parker, Manchester.
Sykes, Wm, Hyde pk pl, Marble Arch, Esq. Oct 1. Sykes v Smith, V.C. Bacon. Harrison & Co, Bedford-row.
West, John Goldie, High-st, Woolwich, Retired Publican. Sept 14. Round v Pickett, V.C. Bacon. Hoare, Gt. James-st, Bedford-row.
Wilkinson, John Slater, Repton, Derby, Esq. Sept 5. Gregory v Wilkinson, V.C. Bacon. Humphreys, King's Bench-walk.

TUESDAY, Aug. 16, 1870.

Frampton, Harry, Blandford Forum, Dorset, Farmer. Oct 10. Lindsay v Frampton, V.C. Stuart. Johns & Traill, Blandford.
Hall, Jas, Addison-rd, Kensington, Builder. Oct 31. Rolland v Hart, M.R.
Harvey, Sir Robt John Hart, Crown Point, Norfolk, Bart. Oct 1. Lacey v Hill, M.R. Coaks, Norwich.
Headland, Wm, North Muskham, Notts, Farmer. Oct 1. Marsh v Headland, V C. Bacon. Foottit, Newark-upon Trent.
Higgs, Wm, Gloucester, Gent. Oct 1. Shaw v Higgs, V.C. Bacon. Eyre, John-street, Bedford-row.
Marter, John, South-st, Wandsworth, Gent. Oct 1. Marter v Marter, M.R. Fearon & Co, Gt George-st, Westminster.
Swinburn, Hy, Lower Fore-st, Lambeth, out of business. Oct 15. Swinburn v Swinburn, M.R. Paterson & Co, Bouverie-st, Fleet-st.
Wheeler, Arthur Wellesley, Dorset-st, Baker-st, Saddler. Oct 5. Penn v Wheeler, V.C. Bacon. Underwood & Coleman, Holles-st, Cavendish-square.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 12, 1870.

Baker, Eliz Chesshire, Red-hill, Worcester, Spinster. Oct 12. Freer & Perry, Stourbridge.
Chamberlain, Lydia, East Dereham, Norfolk, Widow. Sept 12. Cooper & Norgate, East Dereham.
Cockburn, Charlotte Sophia, Gt Linford, Bucks, Widow. Sept 30. Rowcliffe, Stegumber, nr Taunton.
Drake, Ann Margaret, Newington-causeway, Spinster. Sept 30. Hudson, Fenchurch bldgs.
Harker, Christopher, York, Hotel Keeper. Oct 31. Guy, York.
Hughes, John, Burghill, Hereford, Farmer. Sept 1. Lloyd, Leominster.
Kilby, Geo, Rearsby, Leicester, Gent. Sept 30. Woodcock, Leicester.
Lambe, John Walcot, Clifton, Bristol, Commander, R.N. Dec 25. Burne, Bath.
Lambert, Harriette, Brighton, Sussex, Spinster. Oct 2. Stevens & Haselwood, Brighton.
Milward, John, Scarsdale-ter, Kensington, Esq. Oct 10. Bannister & Fache, John-st, Bedford-row.
Renwick, Adeline, Rochester-sq, Camden-town. Oct 9. Wilde & Co, College-hill.
Sears, Wm, Fiskerton, Nottingham, Farmer. Sept 24. Martin, Nottingham.
Tash, Robert, Shipdham, Norfolk, Farmer. Sept 12. Cooper & Co, East Dereham.
Vining, Edward, Clifton, Bristol, Corn Merchant. Sept 19. Abell & Coleman, Gloucester.
Warnes, Stephen, Bylaugh, Norfolk, Gent. Oct 12. Cooper & Co, East Dereham.

TUESDAY, Aug. 16, 1870.

Bulstrode, John, Cumberland-pl, Old Kent-rd, Collector of Parochial rates. Nov 14. Phillips & Willicombe, Mark-lane.
Collyer, Bristow, Croydon, Surrey, Brewer. Sept 29. Coverdale & Co, Bedford-row.
Eckersley, Jas, Cadishead, Lancaster, Yeoman. Oct 1. Davies & Brook.
Forge, Wm Lindus, Lower Thames-st, Fish Salesman. Oct 1. Piesse, Old Jewry-chambers.
Gade, Fredk Albert, Highbury-park North, Esq. Oct 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Garrod, Ann, Streatham-st, Bloomsbury, Widow. Sept 20. Ley & Brocklesby, Water-lane, Gt Tower-st.
Kemp, Abraham, Birm, Gold Plater. Oct 12. Jelf & Gould, Birm.
Lee, Matthew, Southport, Lancaster, Innkeeper. Sept 17. Diggles, Manch.
Lloyd, John Wm, Danyrallt, Carmarthen, Esq. Oct 1. Price, Llandilo.
MacLean, Wm Congreve, Clifton, Bristol. Sept 24. O'Donoghue & Rickards, Bristol.
Mergez, Louisa, Berkeley-gardens, Kensington, Baroness. Nov 1. Coverdale & Co, Bedford-row.
Middleton, John, Shanklin, Isle of Wight, Gent. Oct 1. Wild & Barber, Ironmonger-lane, Cheapside.
Rees, Mary, Trowbridge, Wilts. Sept 2. Merriman & Co, Queen-st, Cheapside.
Roberts, Eliz Brown, Shirley, Southampton, Widow. Oct 10. Green & Moberley, Southampton.
Robinson, Fanny, Widnes, Lancaster, Widow. Oct 1. Davies & Brook, Warrington.
Sedgwick, Wm, Hackney-rd, Boot Maker. Oct 17. Harcourt & Macarthur, Moorgate-st.
Smith, Joseph, Birstal, York, Yeoman. Oct 15. Scholefield, Batley.
Swindells, Joseph, Sutton, nr Macclesfield, Silk Throwster. Sept 17. Brocklehu & Co, Macclesfield.
Sykes, Richard, Westella, York, Esq. Oct 1. Thompson & Cook, Kingston-upon-Hull.
Thompson, Ann Fras, Kingston-upon-Hull, Spinster. Oct 14. Stamp & Co, Hull.
Thorburn, Mary, Doddington, Cambridge, Spinster. Sept 1. Wise & Dawbarn, March.
Webb, Wm Alfred, St Alban, Hertford, Builder. Oct 1. Blagg & Edwards, St Alban's.

Bankrupts.

FRIDAY, Aug. 12, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Foster, Fredk Stevens, Fore-st, Mangle Manufacturer. Pet Aug 8. Pepys. Aug 25 at 1.
Moss, Fredk Wm, Water-lane, Blackfriars, Farrier. Pet Aug 9. Pepys Aug 29 at 1.
Mundy, John Andrew, Fairclough-st, Back Church-lane, Packing-case Maker. Pet Aug 9. Spring-Rice. Aug 31 at 11.
O'Donoghue, Daniel The, St James's-st, Pall Mall. Pet Aug 9. Pepys. Aug 31 at 12.
Peck, Geo, Cotton-st, Limehouse, Cooper. Pet Aug 6. Pepys. Aug 25 at 12.
Winter, Wm, Lower Marsh, Cheesemonger. Pet June 21. Pepys. Aug 22 at 1.

To Surrender in the Country.

Blythe, Thos Martin, Arthur Moore, & John Moore, Lpool, Merchants. Pet Aug 9. Hime. Lpool, Aug 25 at 2.
Ford, Saml, Lpool, China Dealer. Pet Aug 4. Hime. Lpool, Aug 22 at 2.
Hopkins, Thos, Leighton Buzzard, Bedford, Butcher. Pet Aug 5. Austin. Luton, Aug 31 at 11.
Medcalf, Alfd, Romford, Essex, Butcher. Pet Aug 8. Gepp. Chelmsford, Aug 23 at .
Norris, Joseph, Lpool, Gent. Pet Aug 10. Hime. Lpool, Aug 26 at 3.
Page, Hy, Bath, Accountant. Pet Aug 8. Stone. Bath, Aug 24 at 11.
Reyne, Robt Robinson, Portswood, Hants, Lieut. Pet Aug 6. Thorndike. Southampton, Aug 29 at 12.
Rudgard, Edwd Wm Rudgard, Lincoln, Maltster. Adj Aug 9. Teed. Lincoln, Aug 23 at 11.
Slater, Arthur, Leeds, Cloth Manufacturer. Pet Aug 9. Marshall. Leeds, Aug 26 at 11.
Spencer, Chas, Sparbrook, Worcester, Tea Dealer. Pet Aug 9. Welford, Birm, Aug 23 at 11.
Tobias, Alex John, Lpool, Cotton Broker. Pet Aug 10. Hime. Lpool, Aug 26 at 2.

TUESDAY, Aug. 16, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abrahams, Solomon, Petticoat-lane, Grocer. Pet Aug 12. Spring-Rice Aug 31 at 1.
Bennett, J. B., Lower-ter, Holland-pk, Notting-hill, Draper. Pet Aug 9. Pepys. Aug 31 at 11.30.
Lourie, Julius, late of Fenchurch-st, Merchant. Pet Aug 13. Spring-Rice. Sept 5 at 1.
Williams, Jas, St Giles, Camberwell, Clerk in Holy Orders. Pet Aug 13. Spring-Rice. Sept 8 at 11.

To Surrender in the Country.

Atkinson, Hy, Sandhurst, Berks, Officer. Pet Aug 15. Collins. Reading, Sept 3 at 11.
Colledge, Thos Murray, & Matthew Metcalf, North Shields, Northumberland, Ship Chandlers. Pet Aug 10. Mortimer. Newcastle, Aug 30 at 11.
Elson, Geo, & John Radford Taylor, Nottingham, Grocers. Pet Aug 12. Patchitt. Nottingham, Aug 30 at 12.
Hay, Robt Gibson, Lpool, Ironmonger. Pet Aug 11. Hime. Lpool, Aug 31 at 2.
Lockwood, Edwd, Batley, York, Colliery Proprietor. Pet Aug 4 (not 5 as in Gazette of Aug 9). Nelson. Dewsbury, Sept 1 at 12.
Nosworthy, Chas Poitier, Lpool, Comm Agent. Pet Aug 11. Hime. Lpool, Aug 29 at 2.
Sherwin, Matthew Hy Wm, Belvedere, Kent, Music Seller. Pet Aug 12. Bishop. Greenwich, Aug 29 at 12.
Wasley, Fras, Waterloo, Lancashire, Music Dealer. Pet Aug 11. Hime. Lpool, Aug 30 at 2.
Williams, Hy, Westbromich, Stafford, Coalmaster. Pet Aug 8. Watson. Oldbury, Aug 29 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 12, 1870.

Burgess, Edwd Nathan, Waterfield-ter, Blackheath, no occupation. Aug 6.
Dedman, Wm, High-st, Lower Norwood, Builder. Aug 8.
Weitzel, John Hy, Manor-ter, Oxford-rd, Kilburn, Baker. Aug 8.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL, *and of the* WEEKLY REPORTER, *is now at* 12, *Cook's-court, Carey-street, W.C.*

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The Solicitors' Journal.

LONDON, AUGUST 27, 1870.

LORD SALISBURY AND LORD CAIRNS, the arbitrators appointed by Act of Parliament to deal with the affairs of the London, Chatham, and Dover Railway Company, have just made their first award. They are called, in the Act of Parliament which appointed them, "arbitrators;" but in reality they are not only judges, but organisers and legislators. They had not only to adjudicate upon the various claims against the company in the innumerable actions and suits pending when the Act was passed, and to determine how they were to be met or settled: they had further to decide upon the priorities and conflicting rights of the various classes of debenture holders and shareholders; and to enact (for their award has the power of an Act of Parliament) how the company shall be organised and its capital constituted for the future. And, of course, the latter part of the jurisdiction conferred upon the arbitrators is by far the most important part. In the present award the arbitrators lay down the broad outlines of their scheme with perfect clearness, though they leave many details to be worked out in a final award which is yet to come.

We cannot examine their scheme minutely, but its general principle is easily stated. Hitherto the London, Chatham, and Dover Railway has consisted of a number of independent undertakings, with separate capitals and separate bodies of shareholders—the General undertaking, the Metropolitan Extensions, the City lines, and so on. And for each undertaking there have been various classes of stocks, shares, and debentures, preferred, deferred, and of every other possible kind. For the future all these separate undertakings are to be merged into one. And all the capital of the company is to be comprised under three heads, debentures, preference shares, and ordinary shares. This capital is to be substituted for the old, and distributed among the existing holders in a manner proportioned to their holdings, and with a due regard to priorities.

It is impossible to say at present how far this arrangement will give satisfaction to those interested. Looking at the enormous number of interests to be considered, we may be very sure that some persons will be discontented with the result. It is at least clear that the arbitrators have devoted immense time and thought to working out this scheme for the reconstruction of the company; and we can only trust that their labour may not be in vain.

IT IS NOT LONG SINCE A CASE came before the public in which certain of the authorities of one of our large hospitals were accused of having sanctioned a *post mortem* examination of the body of a patient who had died in the hospital, contrary to the wishes of the relations of the deceased and to the law. In yesterday's *Times* another case is reported in which one of the surgeons of the same hospital was charged with a similar offence, and the result is reported to have been as follows:—"In answer to Mr. Benson, the applicant said he had not read the report of a similar case from the same hospital, which was dismissed some short time back. Mr Benson said the complainant in the previous case h[illegible] withdrawn it because he could not take the case t[illegible] superior court. He had spent £8 or £9, and if t[illegible] applicant was to take the case through it would cost him between £50 and £60. Mr. Benson said he would commit Dr. Morrison or the whole of the medical profession if the applicant would bring proof that he would prosecute at the trial. The applicant, who said he was only a working man and had no money, left the court evidently very much disappointed." It appears, therefore, that in substance the officers of a great public institution are accused of habitually violating the law, as well as outraging the feelings of individuals in a manner peculiarly offensive. And the charges fail, not because of the innocence of the accused, though for aught we know they may be perfectly innocent, and nothing either illegal or improper may have taken place, but because of the poverty of the complainants. This is another example of the mischief of our present system of prosecution, and the need for some system by which the State shall itself vindicate its own criminal laws.

IN ANOTHER COLUMN will be found a report of a case decided by Mr. Justice Willes at Chambers upon the construction of the Act just passed "to facilitate the arrest of absconding debtors" (33 & 34 Vict. c. 76). We refer to the case here not because the point decided could admit of much doubt, but because the case well illustrates the present state of the law with regard to the arrest of absconding debtors, and the changes introduced by last year's legislation.

Before the year 1869, a debtor to the extent of £20 or upwards, about to leave England, might be arrested by writ of *capias* issuing out of the superior court in which an action against him was brought, at any time after the commencement of the action, and before final judgment. But, inasmuch as such a proceeding often entailed so much delay as to give the debtor time to effect his escape before he could be stopped, power was also given to the county court, which for this purpose acted in aid of the superior court, to issue a warrant for the arrest and detention of a debtor about to abscond, even before the writ in the action was actually commenced. When a debtor was so arrested his creditor was bound to commence his action, and obtain a writ of *capias* forthwith; and the only effect of the action of the county court was to prevent the debtor from making his escape during the delay necessary for obtaining the *capias*.

All these powers were taken away by the legislation of 1869. And it was enacted instead, by section 6 of the Debtors Act, in substance, that the superior court in which an action is pending may arrest an absconding debtor, where there is a good cause of action to the extent of £50 or upwards at any time after action brought and before final judgment. No power of arresting absconding debtors was given to the county courts corresponding to that which they possessed before.

At the same time the Bankruptcy Act, by section 86, gave a court of bankruptcy power to arrest a debtor "if, after a petition of bankruptcy is presented against such debtor, it appear to the Court that there is probable reason for believing that he is about to go abroad, or to quit his place of residence with a view of avoiding service of the petition, or of avoiding appearing to the petition, or of avoiding examination in respect of his affairs, or otherwise delaying or embarrassing the proceedings in bankruptcy." And the present Act, which is incorporated with the Bankruptcy Act, enacts by section 1 that—

"The provisions of the Bankruptcy Act, 1869, be extended in manner following:—The Court may, by warrant addressed to any constable or prescribed officer of the court, cause a debtor to be arrested and safely kept as prescribed until such time as the Court may order, if, after a debtor's summons has been granted in the manner prescribed by the said Act, and before a petition of bankruptcy can be pre-

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-nted against him, it appear to the Court that there is h-bable reason for believing that he is about to go abroad, with a view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition of bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy: Provided always that nothing herein contained shall be construed to alter or qualify the right of the debtor to apply to the Court in the prescribed manner to dismiss the said summons as in the said Act is provided, or to pay, secure, or compound for the said debt within the time by the said Act provided, without being deemed to have committed an act of bankruptcy; and provided also, that upon any such payment or composition being made, or such security offered as the Court shall think reasonable, the said debtor shall be discharged out of custody, unless the Court shall otherwise order." By section "2 no arrest shall be valid or protected under this Act unless the debtor, before or at the time of his arrest, shall be served with the debtor's summons."

In the case to which we refer Mr. Justice Willes decided, as indeed is plain, that the Act gives no power of arrest except to a court of bankruptcy. The practical result of all these enactments is that if a debtor is about to abscond, then, unless there is time to issue a writ in a superior court and afterwards to apply to a judge at chambers for his arrest under the Debtors Act, the only course will be to issue a debtor's summons and apply for his arrest under the new Act. And this will probably be the course ordinarily adopted in the case of debtors resident out of London. This Act will give fresh importance to the proceeding by debtor's summons.

CONTRACTS UNDER SECTION 7 OF THE RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. C. 31).

I.

It would be a difficult matter to decide which is the worst drawn statute upon the English Statute-book, and we certainly do not intend to express any opinion on the subject. There are, however, some statutes which have acquired an unfortunate pre-eminence for the obscurity of their provisions; and without deciding upon the relative merits of these statutes, we may safely class amongst them the Railway and Canal Traffic Act, 1854 (17 & 18 Vict c. 31) with especial reference to its 7th section. Of course the greater the obscurity and difficulty of a statute the more important are the cases decided upon it, and we propose here to collect the most important decisions upon section 7 of the Railway and Canal Traffic Act, 1854, and to endeavour to deduce from them some rules which may assist in determining what contracts are and what are not valid within that section.

Before the passing of the statute common carriers had the same power of contracting as that enjoyed by other persons. It was consequently competent for common carriers to agree with consignors of goods that they should not be liable for any loss of or injury to the goods, or to make any other contract respecting the goods, and thereby to more or less limit the liability as insurers which by the common law is thrown upon common carriers. If there was any special contract between the carriers and the senders of goods, the rights and obligations of the parties were governed by that contract, so far as it extended; and whether it were wise or foolish, fair or unfair, the parties making it were bound thereby, as the parties to other contracts are bound. Before the Railway and Canal Traffic Act, 1854, if goods were simply given to common carriers for carriage, they received them as insurers; if given under a special contract, they received the goods according to the contract, even although by that contract the carriers were relieved from all liability whatever, however caused, for damage to the goods. If the carriers refused to carry goods except under a special contract, the owner might, if the proposed contract was unreasonable, tender his goods for carriage, and a reasonable payment for their carriage, and require the carriers to take them on the common law terms, and if they refused to do so, the owner would have an action against them for refusing to carry. If, however, he sent them under a contract, his right of action was subject to the terms of that contract. This was the common law rule, and was not altered in this respect by the Carriers Act (11 Geo. 4, and 1 Will. 4, c. 68), which, by section 6, expressly reserves to carriers the right to make special contracts. The whole of the subject is very fully treated in the judgment of Blackburn, J., in *Peek's case*, in the House of Lords (11 W. R. 1023, 32 L. J. Q. B. 241).

While the law was in this state the Railway and Canal Traffic Act, 1854, was passed, and it enacted by section 7 that every railway and canal "company shall be liable for the loss of, or for any injury done to," any animals or goods, &c., &c., "in the receiving, forwarding, or delivery thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting such liability; every such notice, condition, or declaration being hereby declared to be null and void: provided always that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivery of any of the said" animals, &c., goods, &c., "as shall be adjudged by the court or judge before whom any question relating thereto shall be tried, to be just and reasonable. . . . Provided that no special contract between such company and any other parties respecting the receiving, forwarding, or delivering of any" animals &c., goods, &c., "shall be binding upon or shall affect any such party unless the same be signed by him or by the person delivering such" animals, &c., goods, &c., "respectively for carriage."

We have only cited that part of the section which relates to the nature, validity and effect of contracts between railway and canal companies and the senders of goods. We do not propose to discuss here the other portions of the section which relate to the amount of damages that may be recovered for the loss of or injury to animals sent by railways or canals. It appears that no questions have arisen under this section in reported cases in actions against canal companies. We have therefore only to deal with actions against railway companies. Before examining these cases it will be necessary to consider the nature of the provisions of the section.

First, it is clear that the section only applies to contracts which purport to relieve the company making them from liability for damage caused by the "neglect or default" of the company or their servants. Consequently a contract between a railway company and a consignor of goods, by which the company stipulate that it is not to be liable *as an insurer* (as would, of course, be the case without a special contract relieving them of that liability), is not within the section. If, therefore, such an agreement has, in fact, been made, the consignor is bound by it, whether reasonable or not. The section has no application to such a case (per Blackburn, J. in *Peek's case*).

It has also been held that the section does not apply where a traveller, after a journey on a railway, deposits luggage with the company in the cloak-room. A receipt of goods under such circumstances is not a receipt by the company as carriers, and therefore the statute has no application (*Van Toll* v. *South Eastern Railway Company*, 10 W. R. 578, 31 L. J. C. P. 241). Nor does the section apply to contracts for carriage beyond the contracting company's own line (*Zunz* v. *South Eastern Railway Company*, 17 W. R. 1096, L. R. 4 Q. B. 539). As regards the conveyance of goods beyond their own line, companies are therefore in the same position that they occupied before the statute was passed. They have the same power of contracting as that enjoyed by individuals. But the section does apply to the receiving and delivery of goods even before any contract of carriage has been made. Therefore, unreasonable conditions as

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to the receiving of goods at a station would be void, although there was no contract of carriage in existence (*Hodgman* v. *West Midland Railway Company*, 12 W. R. 1054, 33 L. J. Q. B. 233; in Ex. Ch. 13 W. R. 758, 35 L. J. Q. B. 85).

So far there has not been much difficulty in the construction of the section. The next point is as to the form in which contracts under this section ought to be made. Two constructions were originally suggested. The first, that all such conditions as were mentioned in the section were void as general declarations, that no such conditions should be binding as part of a contract of carriage unless they were just and reasonable, *or* unless they were embodied in a written contract and signed by the consignor. In other words this construction proposed to leave to the companies full power of contracting by any terms to which they and the consignors of goods could agree provided only that the contracts were in a certain form. If not in this form the courts were to have power to consider whether they were just and reasonable (see per Lord Chelmsford in *Peek's case*). The second suggested construction was that all such conditions, &c., were void, and in addition that no contract of carriage should relieve the companies from liability for the neglect or default of their servants, unless in writing and signed, *and also* just and reasonable. This latter construction was adopted by the Court of Common Pleas in *Simons* v. *Great Western Railway Company* (26 L. J. C. P. 25); and after some doubt, is now clearly to be considered the true construction, as it has been adopted by the majority of the House of Lords in *Peek's case;* the result of which decision is that any condition limiting the liability of a railway company for their own neglect or default as carriers must be a condition just and reasonable in the judgment of the Court, and must be set out in a written contract signed by or on behalf of the consignor (per Erle, C.J., *Aldridge* v. *Great Western Railway Company*, 13 W. R. 43, 33 L. J. C. P. 161). No question is therefore now likely to arise upon the wording of the section as to the form of contract.

The question of most practical importance, and the one that has most frequently occupied the attention of the Courts, is what conditions are just and reasonable? This is a question of law to be decided by the Court in each case (*Peek's case*), and the Courts are of course necessarily bound by prior decisions on the same subject.

Before reviewing the different contracts under section 7 of the Railway and Canal Traffic Act, 1854, which have been judicially considered, we must first briefly notice the rules of construction by which the Courts read these contracts. It is now settled that they are to be read in their plain and ordinary sense, whatever may be the result of that construction. It may seem unnecessary to notice that any particular class of contracts is governed by the simple rule of construction which ought to govern all written contract. This construction, however, has not always been applied to contracts by carriers. There was at one time a strong tendency on the part of the Courts to construe contracts which purported to relieve carriers from liability as not excluding liability for the carriers' negligence; that is, these contracts were not read in their ordinary sense, but were strained in order that the carriers might still be liable for their own default. Thus, in *Wyld* v. *Pickford* (8 M. & W. 443), the words "not responsible for loss or damage done to goods" were held to mean that the carriers "would not be responsible for loss or damage *unless caused by negligence*." Of late years, however, the Courts have refused to adopt such a forced construction, and the rule now acted upon is as above stated, that the contracts must be read in their ordinary meaning, whatever may be the result of so doing (see *Carr* v. *Lancashire and Yorkshire Railway Company*, 21 L. J. Ex. 261, and *Peek's case;* in which latter case this subject is very fully discussed by Blackburn, J.)

The construction of a condition in any particular contract under the Railway and Canal Traffic Act is of course not necessarily a guide for the construction of even a precisely similar clause in any other contract under the same statute. In each case the whole contract must be read, and the ordinary signification of its clauses must be adopted, but such ordinary signification will often depend upon the other terms of the contract in which the clause to be construed is found.

[*To be continued.*]

RECENT DECISIONS.

EQUITY.

UNREGISTERED COMPANIES—NATURE OF LIABILITY OF CONTRIBUTORIES.

Re Muggeridge, M.R., 18 W. R. 963.

It was decided in this case that calls made in the liquidation of an unregistered company, where the same is being wound up under the Companies Act, 1862, are in the nature of a specialty debt. The liability of any person to contribute to the assets of a company under the Act of 1862 constitutes, as the reader will remember, a debt in the nature of a specialty (section 75), and by section 199 all the provisions of the Act with respect to winding up are to apply to unregistered companies, as defined by the same section. Hence the decision. As the point has not been raised before we call attention to the case, though the distinction between specialty and simple contract debts is growing daily of less importance, since the abolition of the distinction as to priority of payment in the case of persons dying on or after January 1, 1870, by the Act 32 & 33 Vict. c. 46.

COMMON LAW.

MARINE INSURANCE—SUING AND LABOURING CLAUSE.

Lee v. *The Southern Insurance Company*, C.P., 18 W. R. 863.

This decision may be usefully compared with *Cory* v. *Thames Ironworks &c. Company* (16 W. R. 456), which seems to have been decided upon a very similar principle. In *Cory* v. *Thames Ironworks &c. Company* the plaintiff ordered a chattel of the defendants. The plaintiff intended to use it for a very special purpose, which was not known to the defendants, who supposed that it was to be used for a more obvious purpose. The defendants broke their contract, and did not deliver the chattel. The plaintiff in fact suffered damage in consequence of not having the chattel for the intended purpose, to an extent greater than would have been caused if he had only intended to use the chattel for the more obvious purpose. It was held that the plaintiff was entitled to recover an amount equal to the damage which he would have sustained if he had intended the chattel for the use supposed by the defendants. Of course this amount of damage could not have been recovered unless damage to that extent had actually been sustained. Damage to a greater extent had, however, been suffered, and the plaintiff was held entitled to recover for such damage up to the amount which the defendants, at the time of entering into the contract, might have supposed would be the natural result of a breach by them of the contract. A somewhat similar question arose in *Lee* v. *The Southern Insurance Company*, but in a very different way. The plaintiff insured freight with the defendants. The vessel was injured on the voyage, and had to put into a port in Wales for repair, and to land the cargo. The plaintiff forwarded the cargo by railway to Liverpool, its port of destination, at a cost of £212, and thereby earned the insured freight. The vessel was subsequently repaired within a reasonable time near where the cargo was landed, and the cargo might have been stored where landed, and subsequently re-shipped on board the plaintiff's vessel. This would have been, under all the circumstances, a reasonable course to adopt, and would have cost £70. It was held that the plaintiff was entitled

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to recover, under the suing and labouring clause in the policy of insurance, £70, as that was the amount which, acting in the most reasonable way, it would have cost to earn the freight, and as he had in fact paid that amount to earn the freight; he could not recover more than the £70, because it was not reasonable that the defendants should be put to any unnecessary expense in the earning of the freight; but he was entitled to the £70, although he did not do that which would have cost the £70. Although *Cory* v. *The Thames Ironworks &c. Co.* and *Lee* v. *The Southern Insurance Company* were very dissimilar in their circumstances, the same principle appears to govern them, and they may therefore both be usefully noted as authorities upon that most difficult branch of law—the measure of damages.

"COUNTY BRIDGE"—"HUNDRED BRIDGE"—CONSTRUCTION—HIGHWAY ACT, 1835 (5 & 6 WILL. 4, C. 50), S. 5.

Reg. v. *Inhabitants of Chart and Longbridge*, Q.B., W. R. 791.

The decision in this case is that the words "county bridge," "hundred bridge," have no technical meaning peculiar to the law, but simply express bridges which the county or the hundred are liable to repair respectively, and therefore that the term "county bridge" might be read as including hundred bridges. The question arose upon the construction of section 5 of the Highway Act, 1835, by which "highways" are defined to include "bridges, not being county bridges." It was held that "highways" under this definition did not include hundred bridges because hundred bridges were included in the words "county bridges." In some statutes a distinction has been drawn between hundred and county bridges, but that is caused by the fact that the former are repaired by hundreds and the latter by counties, and those statutes deal with the machinery for keeping such bridges in repair. The phrases "county bridge" and "hundred bridge" have no distinct legal signification.

EVIDENCE—PRIVILEGE OF WITNESS—WITNESS IMPROPERLY COMPELLED TO ANSWER.

Reg. v. *Kinglake*, Q.B., 18 W. R. 805.

At the trial of a criminal information for bribery and conspiracy to bribe at an election, a witness was called who refused to answer, on the ground that his answer would tend to criminate himself. He had received a pardon for the acts as to which he was questioned, and was therefore not in danger of being indicted, but he said he was liable to actions for penalties under 17 & 18 Vict. c. 102, by which private persons may sue anyone who has been guilty of bribery at elections and recover a specified penalty. The witness stated that he was advised that the pardon would not protect him against these actions. Hannen, J., at the trial ruled that the witness must answer and the witness accordingly answered. The defendant was convicted and the witness's evidence was material to the conviction. The defendant moved for a new trial on the ground that this evidence was not admissible. The rule was refused on the broad ground that, even assuming that the witness was privileged from answering the questions objected to, and that therefore the evidence was improperly obtained as against the witness, the defendant had no cause to complain. The privilege was that of the witness, not of the jury. If the witness chose to waive his privilege, and voluntarily to give evidence, the defendant would clearly have had no right to complain, and the Court thought the result must be the same as against the defendant if the witness had been improperly compelled to answer. An opinion was also given on another point of law. The assumption on which the decision was based, viz., that the witness had improperly been compelled to give evidence, was the view most favourable to the defendant. Both Cockburn, C.J., and Blackburn, J., thought, however, although they did not so decide, as it was not necessary to decide the point, that the witness was bound to answer under the circumstances, and that his evidence had not been received improperly. 17 & 18 Vict. c. 102, by section 2, renders persons guilty of bribery liable to a penalty, which may be recovered by action by any person. The first question was whether a witness is privileged from answering criminal questions where there is no ordinary criminal liability, but only a liability to a penal action. On this general question both the learned judges expressed some doubt, and gave no opinion one way or the other. Section 35, however, of this statute provides that on the trial of actions under section 2 for penalties for bribery, the parties shall be competent and compellable to give evidence as in other actions. Cockburn, C.J., and Blackburn, J., were both of opinion, without deciding the broad question as to privilege from answering questions which might expose to other penal actions, that a witness was not privileged from answering questions which might expose him to penal actions under this statute. As in the action itself for the penalty, the defendant might be compelled to give evidence, there was no privilege to refuse to answer in other proceedings. It would seem therefore that if the accused in criminal proceedings should ever be deemed competent and compellable to give evidence in such proceedings, the principle would put an end to the whole theory of privilege against answering criminating questions. At present, however, this opinion of Cockburn, C.J., and Blackburn, J., has only the authority of a dictum, and not of a decision.

BANKRUPTCY.

STAYING LEGAL PROCEEDINGS—EXEMPTION OF GOODS FROM DISTRESS.

Ex parte Russell; Re Russell, C.J. Bkcy., 18 W. R. 753.
Ex parte Croft; Re Lawrance, C.J. Bkcy., 18 W. R. 756.
Re Jordan, C.J. Bkcy. 863.

The 13th section of the Bankruptcy Act, 1869, gives power to a court of bankruptcy, at any time after the presentation of a petition, to "restrain further proceedings in *any action, suit, execution, or other legal process against the debtor in respect of any debt provable in bankruptcy.*" Section 125 applies generally all the provisions of the Act to the case of liquidation by arrangement, making the appointment of a trustee in the liquidation equivalent to adjudication in bankruptcy. Rule 260, having reference to liquidation by arrangement, goes a good deal further, and is a little more explicit than the Act, for it says that the Court may exercise its power to stay proceedings at any time after petition; and it speaks expressly of "process against the debtor *or his estate.*"

The question has arisen in several cases, What is a legal process within the meaning of the Act and rules? and it is of great importance to watch the interpretation put upon such sections of the Act in these early days of its working, for the first few decisions under an Act generally give the key-note to future decisions; and the success or failure of many statutes, particularly those relating to bankruptcy, depends very largely upon the spirit in which they are construed. There can be no doubt, for instance, that a good deal of the opprobrium which has fallen upon the Act of 1861 is mainly due to the unfriendly and even bitter spirit in which it was dealt with by the common law judges during the first two or three years of its existence. It is therefore, as we have said, very important to observe in what spirit—a liberal or a captious spirit—the critical sections of the new Act are being dealt with. Now a sufficient number of the Chief Judge's decisions are by this time before us to enable us to form a pretty fair judgment upon this matter; and anyone who reads those decisions with care can hardly fail to discern, and, discerning it, can hardly fail to approve, an inclination on the part of the learned judge to give the widest possible interpretation to the

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words of the Act, so as to embrace, as far as may be, all cases fairly within the spirit of its provisions.

In *Ex parte Russell* it was held to be quite clear that a distress for rent is a legal process such as the Court may restrain. In the same case it was also decided that, under section 72, which gives the Court power "to decide all questions of priorities and all other questions whatsoever, whether of law or fact, arising in any case of bankruptcy, or which the Court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution of property in any such case," the Court has jurisdiction to try the title to goods distrained as between the landlord and the trustee in bankruptcy or under a liquidation.

In *Re Jordan* the Vice-Chancellor held that an ejectment brought by a mortgagee against a mortgagor to recover the mortgaged premises was a "legal process in respect of a debt" (the mortgage debt) "proveable"; a decision which seems to us right, though a few years ago the contrary would, we think, have been very apt to be held.

On the other hand, *Ex parte Croft* decides that where a mortgagee has sold under a power of sale contained in the mortgage deed, even though he may not yet have received the whole of the purchase-money, there is no longer any proceeding pending, and nothing that the Court can restrain.

In *Ex parte Russell* another point arose of very great general importance, as to which the decision actually arrived at by the learned judge, though it is not without some support from the authorities, is, we think, very much to be regretted. The bankrupt in that case carried on business as a wine warehouseman, and the business consisted of receiving wine either in cask or in bottles, and properly storing and warehousing it. In the course of his business he had upon his premises certain wines, the property of wine merchants, which he had received for the purpose simply of bottling them, and returning them forthwith to their owner, and others which he had received for the purpose of bottling and warehousing them, or of warehousing them simply. It had to be determined whether these wines were or were not liable to be distrained for rent due in respect of the premises upon which they lay. And the learned judge decided that the wines sent merely to be bottled and returned were privileged from distress, but that those warehoused were not.

This is a decision to the effect that wines stored with a wine warehouseman are liable to be distrained by the landlord of the warehouse for rent. This decision must be based either upon the general proposition that goods entrusted to a warehouseman in the course of his business, are liable to distress; or upon the ground that wine warehousemen differ in this respect from other warehousemen. If the latter view be the true one, and there are passages in the judgment which seem to favour it, it is one which requires, in our judgment, stronger reasons to support it than any to be found in the judgment. If the first alternative be that which the learned judge adopted, and if we rightly understand his judgment it is so, then so very important a decision, and one so entirely in conflict with ordinary ideas and ordinary practice, cannot be too widely known.

Many exceptions, it is well known, have always existed to the landlord's right to distrain all chattels found upon the demised premises. One of these exceptions has always been that which is briefly, if not very exactly, expressed by Chief Baron Gilbert, when he says, "Things sent to public places of trade, as cloth in a tailor's shop, yarn to a weaver's, a horse in a smith's forge, and the like, are not distrainable." In the leading case of *Simpson* v. *Hartopp* (Will. 512) the things so excepted were thus expressed—"Things delivered to a person exercising a public trade, to be carried, wrought, worked up, or managed in the way of his trade or employ." And this has been the accepted formula ever since, the dispute in each subsequent case being whether the particular goods in question fell within its terms. There never was any doubt that if goods were entrusted to the tenant of the premises to have anything done to them by his labour or skill they were exempt from distress. It was early settled that goods entrusted to a factor for sale were equally privileged (*Gilman* v. *Alton*, 3 B. & B. 75). In *Thompson* v. *Roshiter* (1 Bing. 283), the same was decided of goods entrusted to a wharfinger for safe custody; and, in *Mathias* v. *Mesnard*, of goods similarly entrusted to a warehouseman or granary keeper. So in *Muspratt* v. *Gregory* (1 M. & W. 633, 3rd ed.), in which it was held that a barge sent by its owners to a salt mine to be filled with salt and left there for some time, was liable to distress, it was so decided on the express ground that it was no necessary part of the mine owner's trade to take charge of other people's barges; and it was treated as clear law that goods deposited with a wharfinger, whose business is to receive other people's goods, were exempt from distress (1 M. & W. 660, 3rd ed.) So, too, in *Swire* v. *Leach* the judges of the Common Pleas treat it as beyond all doubt that goods in the hands of a "wharfinger, factor, or warehouse-keeper cannot be distrained." And they carry out the analogy by holding that pledges in the hands of a pawnbroker are likewise exempt from distress. This last case, strangely enough, does not seem to have been cited upon the argument of *Ex parte Russell*. The learned judge, however, has departed from all these authorities, and has preferred to follow certain dicta of Chief Justice Wilde in *Parsons* v. *Gingell* (4 C. B. 545). What was actually decided in that case was that horses or carriages standing at livery with a livery stable-keeper were liable to distress. And, however difficult, if not impossible, it may be to reconcile that decision in point of principle with the other authorities, the Chief Judge would probably be right in following it if the same point were to come before him. But he has done more, he has overruled all the authorities which we have already cited in deference to certain very questionable dicta in that case. The Chief Justice said, during his judgment, p. 558: "The question in all these cases is, whether the goods are placed in the hands of the tenant merely with the intent that they shall remain upon the premises, or with a view of having labour or skill bestowed upon them." As to this we can only say that it is not in accordance with the older modes of stating the law; and it is wholly inconsistent with the law as settled in the case of innkeepers, of wharfingers, and of pawnbrokers. The Chief Judge has, however, followed this dictum by drawing a distinction between the cases of wines sent to be bottled and wines sent to be warehoused. Secondly, in the same case Chief Justice Wilde pointed out what is true, that in *Thompson* v. *Roshiter*, and *Mathias* v. *Mesnard*, the goods in question had been consigned by their owner to a factor, and warehoused by the factor, not the owner, and added—"Corn sent by the owner to a granary keeper, to be kept for him, would not, I apprehend, be within the exception." The distinction, however, between goods warehoused by their owner and goods warehoused by his factor is one for which no rational ground can be assigned; it was expressly repudiated by the Court of Common Pleas in *Thompson* v. *Roshiter*; it has never been supported in any subsequent case; and it is wholly inconsistent with *Swire* v. *Leach*. The Chief Judge, however, cites the dictum with approval, and makes it the ground of his decision.

For the reason which we have given we think the Chief Judge was wrong if he intended to decide generally that goods entrusted to a warehouseman for safe custody are liable to be distrained by the landlord of the warehouse. But there is a passage in the Chief Judge's judgment tending to show that he may have meant to draw a distinction in the case of wine warehousemen. He says—"It cannot reasonably be said that the depositing wine in another person's cellar is an incident to the trade carried on by the owner of the wine. There is nothing in the nature of his trade which renders it necessary, nor (as far as I know or have any

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reason from the evidence to believe) is it at all common that he should have a foreign place for depositing the commodity in which he deals." The answer is plain. The trade of the owner of the wine has nothing to do with the question; the trade of the tenant of the premises is the only point to be looked to. If I send my cloth to be made into a coat, or my horse to be shod, their liability to distress does not depend on my trade but on the trade of the tailor or the farrier. This principle is too clear to need authority; but it is plainly pointed out by Parke, B., in *Joule* v. *Jackson* (7 M. & W. 450, 452). It follows that if it be, as it clearly is, a necessary incident of a wine warehouseman's business to receive wine for safe keeping, he is in the same position as any other warehouseman or wharfinger.

COURTS.

JUDGES' CHAMBERS.

(Before Mr. JUSTICE WILLES.)

Aug. 23.—*The new Act on absconding debtors.*

An application was made for a writ to arrest a debtor about to abscond, and the new Act to facilitate the arrest of absconding debtors (33 & 34 Vict. c. 76) was produced.

WILLES, J., read the following provision:—"The Court may, by warrant addressed to any constable or prescribed officer of the court, cause a debtor to be arrested and safely kept as prescribed until such time as the Court may order, if, after a debtor's summons has been granted in the manner prescribed by the said Act, and before a petition of bankruptcy can be presented against him, it appear to the Court that there is probable reason for believing that he is about to go abroad with the view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition in bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy; provided always that nothing herein contained shall be construed, to alter, or qualify the right of the debtor to apply to the Court in the prescribed manner to dismiss the said summons as in the said Act is provided, or to pay, secure, or compound for the said debt within the time by the said Act provided, without being deemed to have committed an act of bankruptcy; and provided also that upon any such payment or composition being made or such security offered as the Court shall think reasonable, the said debtor shall be discharged out of custody, unless the Court shall otherwise order."

His LORDSHIP said the Court in the section he had read meant the Court of Bankruptcy, and he had no power to interfere.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy-Judge.)

Aug. 23.—*Pelgrave* v. *Clear.*

Wages of domestic servants.

The notice necessary during the first month of service held to be the same as at any subsequent period.

This was a claim by a domestic servant for a month's wages. The plaintiff stated that she went into the service on the 7th of June at the wages of £10 a-year. Nothing was said about how the agreement was to be terminated, but she had always understood that during the first fortnight either party was at liberty to give notice to terminate the service at the end of the month. Accordingly, not liking the place, she gave notice on the 19th of June, of her intention to leave on the 7th July, and left accordingly, when her wages were refused on the ground that she ought to have given a month's notice which would have expired on the 19th of July. In cross-examination plaintiff admitted that she had received a month's notice to leave, but that was given her at the time she gave notice to have stayed till the 19th of July. In cross-examination on the 19th of June, she insisted at the time that she had a right to give a fortnight's notice, and refused to accept the month's notice.

Mr. Mayhew for the defendant said he might accept the facts as stated by the plaintiff, but as she had on her own shewing broken her contract, she was not entitled to recover. She had given only a fortnight's notice, and was told at the time she must stay a month; she had not done so, and was therefore not entitled to any wages.

Mr. CUST said he was not aware of any rule of law which made the first month different from any other month. He thought that as soon as the contract of service was made, it came into full force, and each party was immediately entitled to a month's notice. The plaintiff had not complied with that rule, and had consequently broken her contract. The judgment must be for the defendant.

WANDSWORTH.

(Before H. J. STONOR, Esq., Judge.)

Aug. 16.—*Re James Brown's Liquidation.*

This was an application to commit the Sheriff of Surrey and his officer, Mr. Keene, for not obeying an order of this Court, in not paying over to the trustee all moneys he had received since the appointment of a receiver.

Mr. Seymour Salaman appeared for the trustee.

Mr. Ody for the sheriff and his officer, Mr. Keene. Personal service not having been, however, effected on the sheriff, no order, therefore, was asked against him.

It appeared that the Sheriff of Surrey and his officer, had been in possession of the bankrupt's property at the Eagle Tavern, York-road, Battersea, on different executions ever since February last, and remained in possession (notwithstanding the appointment of a receiver, who also took possession of the bankrupt's property in May last) until July 12, after the service of an order of this Court directing him to withdraw; and the point really in dispute was whether he was entitled to possession money from February last. He was willing to hand over to the trustee the balance of moneys received by the sheriff, the amount having been agreed upon by the trustee, if his expenses were deducted, and this the trustee refused to allow, as the sheriff had had notice that he had been appointed receiver since May last, and had remained in possession by agreement with the bankrupt previously at his own risk.

For the trustee it was urged that the sheriff's officer, and the bankrupt had been in collusion, and that he should not be allowed his expenses as no sale ever took place of the bankrupt's property, and that having been in possession six months was entirely at his risk and he could not now deduct them from the moneys in his hands, which formed part of the estate of the bankrupt. The sheriff's officer had refused to allow the trustee to receive the takings at the bar, and as he might have refused permission for any of the goods to be sold it was thought, under the circumstances, the best plan that he should receive the takings and account to the trustee. The latter checked the accounts every day.

His HONOUR upon this statement intimated that the trustee had thereby made the sheriff's officer his agent, and he was inclined, therefore, to allow his expenses.

Mr. Salaman again urged that the trustee had done all in his power to obtain possession of the property of the bankrupt, and that if he had insisted upon receiving the takings at the bar the sheriff would not have allowed the goods to be sold, and thereby the house would have been obliged to have been shut up, and he impressed upon the judge that as the trustee was appointed by this Court to take possession, and the sheriff had notice of the fact, he should, when requested, have retired.

Mr. Ody stated that these appointments and injunctions under the new Bankruptcy Act were a source of great difficulty to the sheriff, as in case he had retired as suggested and nothing had come of the bankruptcy, he would have been liable to actions by the several judgment creditors.

His HONOUR stated the proper course under such circumstances was for the trustee to have applied to this Court for an order for the sheriff to withdraw, and the receiver of the Court would then be in possession of the bankrupt's property, provision being made that in the event of no bankruptcy following the sheriff should be reinstated in his position by the receiver, before any order discharging him be made; and he thought that he was entitled to his possession money from the date of the bankruptcy up to the order directing him to withdraw, as he clearly had been the agent of the trustee; and with respect to the expenses from February last, as it appeared it had been for the benefit of the estate, and no evidence of fraud had been tendered by the trustee, and the amount might be small, he should allow that also.

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Mr. Ody thereupon stated that his client would give the trustee a cheque for the balance at once, and therefore no order would be required.

DARTFORD.

(Before J. LONSDALE, Esq., Judge.)

Aug. 17.—*March* v. *Middlewood.*

Tenant's right to deduct property tax—Proof of payment indispensable as against landlord's claim for rent.

This was an action brought by the plaintiff, a Nonconformist minister, for £20 12s. 6d., quarter's rent, and arrears of property tax, on premises situate at Erith, lately occupied by the defendant. The claim, so far as regards £1 17s. 6d., was for one year's property tax, alleged by defendant to have been paid by him, and deducted from the rent. Money was paid into court, with the exception of the £1 17s. 6d. It was admitted by the defendant's solicitor that this amount represented a year's property tax.

Mr. C. R. Gibson, Dartford, for the plaintiff.

Mr. F. Bacon Grey, for the defendant.

The defendant put in evidence a receipt for a former quarter's rent, to prove that the plaintiff was in the habit of allowing the deduction of the tax. After some remarks from the learned judge,

Grey said he would contend for one quarter's tax only.

No evidence was given of payment of this tax by Middlewood, it being urged that there was presumption of payment, and the production of the receipt could not be enforced.

Gibson argued *contra*, that if the defendant had paid the property tax he must put in evidence the receipt, and in the absence of that, *prima facie* his client was entitled to the entire rent.

His HONOUR said the defendant must at least give proof of payment of the tax in order to be entitled to deduct the amount from the rent, and that, without such proof, the plaintiff was entitled to a verdict for the whole amount.

Verdict for the plaintiff, with costs.

APPOINTMENTS.

Mr. JOSEPH MARTIN, solicitor, of Pershore, Worcestershire, has been appointed by the Lord Chancellor, on the nomination of Dr. Marsh (coroner of the southern division of Worcestershire), to be Deputy Coroner. Mr. Martin was certificated as a solicitor in Easter Term, 1866, and is also Deputy Clerk to the Pershore Bench of Magistrates, who testified to his fitness and ability to discharge the duties of the office to which he has now been appointed.

Mr. JOHN HOUCHEN, solicitor, of Thetford, Norfolk, has been appointed (by Mr. W. H. Cooke, Q.C., Judge of the Norfolk County Courts), to be Registrar of the Thetford Court, in succession to the late Mr. R. E. Clarke, deceased. Mr. Houchen has also been appointed, by the Town Council of Thetford, to be Deputy Town Clerk, *pro. tem.*, until a Town Clerk is appointed in the place of Mr. Clarke. The new registrar wass admitted an attorney in Easter Term, 1839.

Mr. WILLIAM HAZLITT, senior registrar of the Court of Bankruptcy, has been appointed Chief Registrar of that Court, in the place of Mr. J. F. Miller, who has retired, after twenty years' service, on his full allowance of £300 per annum.

GENERAL CORRESPONDENCE.

LANDLORD AND TENANT—DISTRESS.

Sir,—Can one of your subscribers give an answer to the following question?

A lessee makes default in payment of his rent; the landlord sues the lessee in an action of debt for the rent due, upon which the lessee files his petition for arrangement or composition under the Bankruptcy Act, 1869, and a composition of five shillings in the pound is accepted by the creditors; the landlord of course not being one of the assenting creditors. There is no sufficient distress on the premises. Can the landlord commence an action of ejectment against the lessee on the ground of non-payment of rent? It is assumed the landlord's action of debt is restrained by injunction under the Act of 1869. A.B.C.

24, Bucklersbury, Aug. 20.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES SUPREME COURT.

Eliza Walker, Appellant; v. *Joseph S. Beal and Alexander S. Wheeler, Executors of William J. Walker, Deceased.*

Appeal from the Circuit Court of the United States for the district of Massachusetts.

DAVIS, J., delivered the opinion of the Court.—This is a bill in equity to charge the estate of Dr. William J. Walker, in the hands of his executors, with a trust in favour of his widow. The Court below found that the trust existed and was valid, and this appeal seeks to review that decision as erroneous. A short history of the facts of the case, on which it is claimed the alleged trust is founded, is necessary in order to a clear understanding of the legal points of difference between the parties. In the month of September, 1845, Dr. Walker, a citizen of Charlestown, Massachusetts, without cause compelled his wife and two of their children to leave his house. Before this time he had treated his wife with great harshness and cruelty, proceeding so far as to inflict personal violence on her. This conduct entitled the wife, by the laws of Massachusetts, to a decree of divorce from bed and board, and for a proper allowance of alimony; and with a view to obtain these, she applied to counsel to take legal proceedings against her husband. On learning this Dr. Walker sought the advice of his friend, Uriel Crocker, and wished him to confer with a lawyer on the subject. This friendly service was performed by Mr. Crocker, and the conference resulted in recommending the husband to settle on his wife 50,000 dols., and that articles of separation between them be executed. It was considered the sum agreed on was a suitable settlement under the circumstances, as the greater part of it had been obtained by the husband from the estate of the wife's father, and as he was without this a person of large fortune.

The parties adopted the recommendation of Mr. Crocker and his conferee, and on that basis the articles of separation were drawn and executed. By these articles Dr. Walker transferred to trustees, in trust for his wife, the agreed amount of property, and directed the income to be paid to her during her life. This transfer was, however, on the express condition that Mrs. Walker should release her possibility of dower, when asked to do so, to all the real estate he should sell during his lifetime, and if she survived him, that she should release her right of dower to his entire estate. The trustees covenanted to indemnify the husband from all payment of alimony thereafter, and the deed contained a stipulation that if the parties should afterwards come together the trust should remain, and be executed in like manner, as if they should live separate. The parties continued to live apart, after the execution of these articles, until the month of April, 1846, when Mrs. Walker returned to her husband at his request, and lived with him until June, 1860, when she abandoned his house on account of his cruel treatment of herself and daughters, and remained away from him during the residue of his life. The main controversy in this case grows out of transactions which occurred after Mrs. Walker returned to her husband's house, and before her final separation from him. It is claimed on behalf of the complainant, that while living with her husband he took from her the income secured by the deed of trust, and which was her separate estate, under an express agreement to invest it for her use, and that he made himself her trustee for that purpose. Having failed to comply with his agreement, his executors are asked to account.

In this condition of the record two principal questions are presented for consideration:

1st. Is the trust created by the articles of separation in this case valid, and will a court of equity enforce it?

2ndly. Can a husband be a trustee for his wife? and if so, did Dr. Walker constitute himself such a trustee or not?

It is contended that deeds of separation between husband and wife cannot be upheld, because it is against public policy to allow parties sustaining that relation to vary their duties and responsibilities by entering into an agreement which contemplates a partial dissolution of the marriage contract. If the question were before us, unaffected by decision, it would present difficulties, for it cannot be doubted that there are serious objections to voluntary separations between married persons. But contracts of this nature for the separate maintenance of the wife, through the intervention of a trustee, have received

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the sanction of the courts in England and in this country for so long a period of time that the law on the subject must be considered as settled (*Compton* v. *Collison*, 2 Brown's C. C. 377; *Worrall* v. *Jacob*, 3 Merevale, 266; *Lee* v. *Thurlow*, 2 B. & C. 546; *Webster* v. *Webster*, 1 Smale & Gef. 489, 23 Eng. L. & E. 216, 4 De G. M. & G. 489, 17 Eng. L. & E. 278; *Runole* v. *Gould*, 8 El. & Bl. 457; *Carson* v. *Murray*, 3 Paige, 483; *Nichols* v. *Palmer*, 5 Day, 47; *Hutton* v. *Day*, 3 Barr, 100; *Battle* v. *Wilson*, 14 Ohio, 257; *Chapman* v. *Grey*, 8 Geo. 341; *Reed* v. *Beazley*, 1 Blackford, 97; *Wells* v. *Stout*, 9 California, 494; *Dellinger's Appeal*, 35 Pa. 357; *Gaines* v. *Poor*, 3 Metcalf, Ky. 503; *Hunt* v. *Hunt*, judgment by Lord Westbury in 5 Law Times Rep. 778).

It is true that different judges, in discussing the question, have struggled against maintaining the principle; but while doing so they have not felt themselves at liberty to disregard it, on account of the great weight of authority with which it was supported, and have, therefore, uniformly adhered to it. It is unnecessary to consider whether the extent to which the doctrine has been carried meets our approbation, nor are we required to discuss the subject in any aspect which this case does not present. It is enough for the purposes of this suit to say that a covenant by the husband for the maintenance of the wife, contained in a deed of separation between them, through the medium of trustees, where the consideration is apparent, is valid and will be enforced in equity, if it appears that the deed was not made in contemplation of a future possible separation, but in respect to one which was to occur immediately, or for the continuance of one that had already taken place. And this is especially true if the separation was occasioned by the misconduct of the husband, and the provision for the wife's support was reasonable under the circumstances, and no more than a Court, before which she was entitled to carry her grievances, would have decreed to her as alimony. In this state of the law on the subject it is clear the deed of settlement in controversy was unobjectionable. It is equally clear that the separation accomplished by it was the best thing for the parties at the time, and that it ultimately led to a re-union which lasted over fourteen years. The evidence shows that the bad conduct of Dr. Walker to his wife justified her in leaving him, and entitled her to a legal separation at the hands of a Court, with alimony in proportion to the value of his estate. For many reasons, which are apparent without stating them, it was desirable, if possible, to avoid a judicial investigation, and accordingly, negotiations to this end were commenced on the part of the husband, which resulted in securing to the wife a suitable provision for her support. This settlement was made by him, and accepted by her, not only in lieu of alimony, which she could have obtained, but also in place of dower; and the covenant of the trustees against any future claim of alimony, and their agreement that the wife's debts should be paid out of the property conveyed to them, furnished the security to the husband for the permanent arrangement contemplated by the parties. If we consider that the value of the property transferred to the trustees for the benefit of the wife was but little more than the husband received in her right from her father's estate, and that, at the time, he was worth between three and four hundred thousand dollars, it would seem the provision for the wife's maintenance was less than she had a right to demand and ought to have received. If the law authorises a wife to leave her husband on account of cruel treatment, and to get from him a competent support, it cannot withhold its sanction to the articles of separation concluded between these parties under the circumstances disclosed by the evidence in this case. It is insisted the obligation of the trust was discharged when the wife returned to her husband's house, but this is a mistaken view of the effect of the instrument. It was the intention of the parties that the arrangement should be permanent, and to accomplish that purpose the agreement was framed so that the wife should enjoy her separate estate during life, although she should subsequently become reconciled to her husband, and cohabit with him. We can see no valid objection to such a provision, and it is certainly supported by authority (*Wilson* v. *Mushett*, 3 B. & A. 742; Bell on Husband and Wife, 525—541). The husband had a right to make a settlement upon his wife without any view to separation, and the insertion of this provision shows that he did not intend the settlement to cease on the return of the wife to cohabitation. There is no good reason why effect should not be given to the intention of the parties on the subject. If, on grounds of public policy, it is desirable that the parties should be reconciled, whatever tends to promote such a result will receive the favourable consideration of a court of equity. Without this provision there was no inducement for Mrs. Walker to return to her husband; with it she could try to live with him again, and if his previous bad treatment was repeated she was fortified against the contingency of being turned away another time penniless. There was nothing in his previous conduct to inspire her with confidence in his subsequent good behaviour, and but for the fact that the means of support were secured to her in case her life became intolerable with him, it is reasonable to infer that she would never have ventured to cohabit with him after the separation. It is clear, then, that this trust was operative during the life of the wife, and that a court of equity will enforce it.

The next inquiry relates to transactions which occurred after the wife returned to her husband at his request, and on which the claim for relief in this case is based. That a husband may be a trustee for his wife, and can be compelled in equity to account for any money or property belonging to her which he has received, in the same manner that a stranger would be held to account, is a doctrine so well settled that it hardly requires a citation of authorities to sustain it (2 Kent's Com. 163, and cases cited; 2 Story's Eq. s. 1380; *Never* v. *Scott*, 9 Howard, 212; *Woodward* v. *Woodward*, 8 L. T. N. S. 749; *Grant* v. *Grant*, 12 L. T. N. S. 721).

It makes no difference whether the property which he has received was settled by him upon his wife, or came to her through other sources. If the property was his own separate and exclusive estate and he has agreed to become her trustee respecting it, his liability attaches, and he will be charged with the trust. The property settled upon Mrs. Walker by the articles of separation was her separate estate, and to be enjoyed by her in the same manner as if it had been conveyed to trustees for her benefit, by settlement before marriage. The income secured to her was not suspended by her returning to live with her husband, on his solicitation, nor had he any right to retain it by way of set-off against the expense of her living. If for any cause he desired the state of separation to cease, and invited his wife to return, it was his duty, as it should have been his pleasure, out of his abundant means, to have given her a decent support. What then is the evidence touching the question whether Dr. Walker constituted himself the trustee for his wife in respect to the income derived from her separate estate? In September, 1846, when the first payment was due under the deed of trust, Dr. Walker went to Mr. Crocker, the managing trustee, with an order for the money from his wife, who was then living with him, and stated that she had agreed that he should invest the amount for her, with the sum of one thousand dollars previously paid to her at Crocker's request.

On the occasion of the second payment, which was made to the wife in person, as were all the rest, Miss Emily Walker testifies that her father wished her mother to give him the money unconditionally, as she had no need of it, but the request was declined. The subject was discussed between the parties for several days, and finally Mrs. Walker surrendered the cheques for the money, on the promise of her husband to invest them for her at the time he received them. The same discussion ensued when the next payment was made, and the same struggle occurred on the part of the husband to get the money from the wife without any promise, and with the same result—his agreement to invest it for her. The discussion and struggle were renewed on the occasion of the receipt by the wife of the third payment, and was ended by the husband promising the wife to invest the cheque then on hand and all future cheques he should receive from her for her benefit. After this there was quiet in the family, and Mrs. Walker, relying on the faith of her husband's promise, paid to him, while she remained in his house, the successive cheques as they were received from the trustee. In 1855 Dr. Walker was very ill, and in taking a retrospect of his past life the neglect to invest the money he had received from his wife affected his conscience and troubled him a great deal, as was natural under the circumstances. He said it ought to have been done; it was her money and all she had; but the difficulty had been to find a safe investment.

At another time he desired Crocker to go to his house and pay his wife the money which was then due, as he had a good chance to invest it, having previously requested him to

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defer the payment on account of his apprehension that she would be unwilling to have it invested for her, as he wished to do. But it is unnecessary to pursue this investigation further, for the evidence is clear and uncontradicted that Dr. Walker received the rents and incomes of his wife's estate, *from her*, on the condition to which he agreed, that he would invest them for her benefit as they were received, and this agreement imposed on him the character of a trustee as to this property. To hold otherwise would be to sanction the grossest fraud. It is not necessary to create the trust that the husband should use any particular form of words, nor need those words be in writing. All that is required is that language should have been employed equivalent to a declaration of trust. That the words which Dr. Walker used constituted him the trustee of his wife, cannot admit of controversy. An attempt is made to discredit the principal witness, by whom the important facts of the case are proved, but it has wholly failed. Her narrative of the occurrences which led to the separation, and of the transactions out of which the trust arises, is intelligently given, does not vary on cross-examination, and bears the impress of truth.

It is insisted that this suit should have been brought in Rhode Island, because Dr. Walker had his domicile in that State when he died, and his will is proved there. But the will was also proved in Massuchusetts, where ancillary administration was obtained; and if, as is conceded in such a case, the assets received and inventoried by the executors there are liable to the claims of the citizens of Massachusetts, the citizens of other States will be placed on the same footing in this respect, in the federal courts sitting in Masschusetts, where there is no suggestion of insolvency. The circuit courts of the United States, with full equity powers, have jurisdiction over executors and administrators, where the parties are citizens of different States, and will enforce the same rules in the adjustment of claims against them that the local courts administer in favour of their own citizens (*Greene's Admr.* v. *Creighton*, 23 Howard, 90; *Harvey* v. *Richards*, 1 Mason, 381).

It is urged that Mrs. Walker is estopped from setting up this claim because she was a party to the indenture of compromise. But if so, she was only a formal party to it, received nothing under it, and was not concerned with the residue of the estate, which it proposed to adjust only after the debts, legacies, and liabilities were paid. Having done nothing to conceal her claim, nor imposed upon the parties to the compromise respecting it, she cannot be considered as having waived her right to prosecute it.

But if this defence is overruled, it is nevertheless contended that Mrs. Walker, by accepting the provisions of her husband's will, waived her right to institute this suit; but this is giving an effect to the acceptance not warranted by the terms of the will, or anything connected with the case. Dr. Walker in his will saw fit to make a limited provision for his wife, and to declare that it was to be received, with the income under the trust deed, in full satisfaction of dower in his estate. Nothing is said about the other trust under which he received the separate property of his wife to be invested, and it is hard to see how his estate can be released from accounting for it, or the status of the complainant affected, because she consents to take under the will what is given her in satisfaction of dower.

It is objected that the executors are not liable to this suit because it was commenced within one year after they gave bonds for the discharge of their trust (see Gen. Stat. of Mass. c. 97, s. 16). But this defence is not now open to the respondents. To have availed themselves of it, it was necessary that it should have been presented at the earliest stage of the proceedings. In not doing so, they will be considered as having waived their right to insist that the suit was brought too soon.

The remaining questions in this case relate to the exceptions of the parties to the master's report. In dealing with these exceptions, it seems to us that all we are required to notice is embraced in three different points of inquiry:

First. Did the master err in allowing Dr. Walker 2,400 dols. as a second deduction from the income of the trust property?

Secondly. Should the interest charged against the trustee be compounded annually, or semi-annually?

Thirdly. Was the trustee entitled to any compensation for his services?

The solution of the first inquiry depends on the effect to be given exhibit B. attached to the bill in this case, which is a receipt or memorandum signed by the complainant, bearing date March 27, 1847. The complainant insists in the adjustment of the account the master mistook the effect of the instrument, and that he should have allowed as a credit against her 1,500 dols. instead of 2,400 dols. It is not easy, after this lapse of time, to tell the exact basis on which the accounts should be settled with reference to this receipt. It was a memorandum made when the parties were living in harmony, and after Dr. Walker had undertaken to invest for his wife the first cheque delivered to him by her, and after her purpose was manifest that the entire income of her estate should be invested to provide against the contingencies of the future. And yet this memorandum shows that she so far modified this purpose as to authorise her husband to give for her 1,200 dols. to each of her two sons, and expressed the intention of making an equal donation to her other children. The matter was probably adjusted between the parties, and, although there is no proof on the subject, the circuit court, doubtless, in approving this part of the master's report, acted on the idea that by long acquiescence it should be treated as having been settled. We cannot say that this view of the subject is wrong, and the exception is therefore overruled.

Secondly. The next exception relates to the manner of computing interest. That Dr. Walker acted in utter disregard of his trust, is too plain for controversy. He treated the money as his own; neither kept nor rendered any account of his trust, and his conduct throughout is irreconcilable with the intention to perform his agreement. There is not a shadow of excuse for his neglect. The reason assigned for it to his daughter, when on his sick bed, that he had not been able to find safe investments for the money was the merest pretence. It could not be otherwise, as he was an intelligent man, of large wealth, and well informed on the subject of investing moneys. The condition of his estate shows that he had abundant opportunities for profitable investment on his own account; and if so, how can it truthfully be said he could not find safe investments for the small sums in his hands belonging to his wife? A court of equity, the especial guardian of trusts, will not tolerate excuses of this sort on the part of a trustee, for omitting to discharge his duty to his cestui que trust. There is, therefore, no hesitation in the Court to allow, in the adjustment of the trustee's account, the interest to be compounded annually. It has been argued with earnestness that this is a case of severe treatment, and that the master should have allowed semi-annual rests, but we are not at liberty to discuss the subject, as the Court are equally divided in opinion upon the question which it presents.

Thirdly. The master was wrong in allowing any compensation to the trustee for his services, and the exception taken to that part of his report is, therefore, sustained.

To hold that, in a case like this, the trustee should be allowed compensation, when he literally did nothing towards executing his trust, but on the contrary was guilty of the grossest abuses concerning it, would be a departure from correct principle.

The sustaining this exception renders a modification of the decree in the Circuit Court necessary. That court passed a decree in favour of the complainant for 81,750.85 dols. It should have been increased by the addition of 1,682.38 dols., which sum was deducted, in the account stated, for the trustee's services.

The decree of the Circuit Court is therefore modified, on the basis that the complainant, at the time it was rendered, was entitled to recover from the respondents the sum of 83,433.23 dols.

Interest will follow from the date of the decree, at the rate allowed on judgments and decrees in Massachusetts.

A portion of the legislators of Connecticut seem not to be proud of the decided pre-eminence which that state has achieved in the divorce business. An attempt was recently made in the assembly to strike out of the divorce law that part known as the "omnibus clause," which is the clause that permits divorces to be granted for "any such misconduct as permanently defeats the purposes of the marriage relation." The judiciary committee reported in favour of striking out the clause, but the House, after a lengthy discussion, declined to concur with the report. The Hartford *Post* asserts that the legal talent of the assembly was opposed to making any change.—*Albany Law Journal.*

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OBITUARY.

RIGHT HON. SIR F. POLLOCK, BART.

The death of the Right Hon. Sir Frederick Pollock, Bart., who for twenty-two years was Lord Chief Baron of the Court of Exchequer, took place at Hatton, near Hounslow, Middlesex, on the 22nd of August, at the advanced age of eighty-seven years. The deceased baronet, whose family was of Scottish extraction, was a son of the late Mr. David Pollock, of Piccadilly, by the daughter of Richard Parsons, Esq., Receiver-General of Customs. He was born on the 23rd of September, 1783, and was a younger brother of the late Sir David Pollock, who died as Chief Justice of Bombay in 1847; and elder brother of Field-Marshal Sir George Pollock, G.C.B.,G.C.S.I., who took a distinguished part in the Afghan war, and still survives. Frederick Pollock was educated at St. Paul's School, and proceeded, in 1803, to Trinity College, Cambridge, where he was in the first class in every examination, and achieved the position of senior wrangler and Smith's prizeman in 1806. In the following year he was elected a fellow of Trinity College, and graduated M.A. in 1809. He was called to the bar by the Hon. Society of the Middle Temple in 1807, being the same year that he received his fellowship, and went the Northern Circuit, where he soon attained great success and a wide reputation, but was not made a King's Counsel till 1827. For many years he led the Northern Circuit, and had a most extensive business in London and Westminster, being retained in almost every cause of importance. In 1831, when the reform agitation was at its height, Mr. Pollock was returned, in the Tory interest, one of the members for Huntingdon, which constituency he continued to represent till his elevation to the bench in April, 1844. On the formation of Sir Robert Peel's first administration, in 1834, Mr. Pollock was selected for the post of Attorney-General, and received the customary honour of knighthood; and Sir Frederick was re-appointed to the same office on Sir Robert Peel's second accession to power, in September, 1841. In April, 1844, on the death of Lord Abinger, Sir Frederick Pollock was nominated to succeed him as Lord Chief Baron of Her Majesty's Court of Exchequer, and was then sworn a member of the Privy Council. Sir Frederick held his judicial office with the highest ability and credit for two and twenty years, and retired in July, 1866, on the third accession to power of Lord Derby, when he made way for the Right Hon. Sir FitzRoy Kelly, the present Lord Chief Baron. On this occasion he was offered and accepted a baronetcy (to which he was gazetted in August, 1866) and a pension, to which he was entitled by length of service.

Sir Frederick Pollock's distinguishing qualities at the bar are well described in the *Times*:—"His success was owing not so much to any showy qualities or attractive powers as a speaker, for these he never possessed, as to the extraordinary reputation for industry and general ability which had followed him from Cambridge to London, and from London to the great cities of the north, supported and confirmed as it was by the accurate and extensive legal knowledge which he displayed on every occasion on which his services were called for. Hence he had many clients from the very outset, and never knew what it was to sit waiting for a brief. His business in the courts of Westminster, always select and lucrative, grew more and more extensive, and after a successful practice of some twenty years he obtained the well-earned dignity of a silk gown, being made a King's Counsel in 1827. From this time forward his progress was still more rapid than before; for many years he engrossed the leading business of his circuit, and found himself retained in nearly every cause of importance. 'Attorneys and suitors,' says one who knew him well at this period, 'alike thought themselves safe when they had secured his services, and not unfrequently were left lamenting when they were told that their adversaries had forestalled them.'"

But it is as a judge that almost the whole of the present generation of lawyers have known Sir Frederick Pollock. The Court of Exchequer varied greatly in power and in public estimation during the long period for which Sir Frederick Pollock presided over it. In his early days, while Parke and Alderson were among his puisnes, the Court stood at least as high in the confidence of the public as any English court has ever done. In his later days the reputation of the Court and the amount of business done in it greatly declined. But it was in no sense due to the Chief Baron that so ill-assorted a team as the barons of the Exchequer pulled ill together. The peculiar characteristics of Sir Frederick Pollock as a judge never changed. The first thing that struck everyone who had seen and listened to him on the bench, was his strongly-marked individuality. Nothing that he said or did ever seemed for a moment commonplace or conventional. No one could sit in his court for half an hour without feeling that he was in the presence of a very uncommon man. He had too a wonderful command of what we may call judicial eloquence. His judgments, whether right or wrong in the result (and every judge is sometimes wrong), were works of art; they stated the premises from which he started, and the conclusions at which he arrived in their logical order. He never fell into the ordinary slipshod style of modern judges, who merely give you their ideas in the chronological order in which they happen to have passed through their own minds. His language was always well chosen and singularly accurate; his illustrations always felicitous; and his manner and delivery, even in old age, were emphatic and impressive to a very rare degree. Much of his power arose from the high moral tone that ran as an under-current through everything. There were many more learned lawyers among his contemporaries on the bench, but few abler men, and very few more useful judges.

He is succeeded in the title by his eldest son, now Sir William Frederick Pollock, one of the Masters of the Court of Exchequer, who was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in January, 1838. A separate notice of the numerous family of the deceased baronet will be found elsewhere.

MR. J. P. WILLIAMS.

Mr. John Price Williams, barrister-at-law, died at The College, Shrewsbury, on the 14th of August, in the fifty-sixth year of his age. The late Mr. Williams was called to the bar at the Middle Temple on the 3rd of May, 1839, and formerly practiced as a conveyancer.

MR. E. S. CAMPBELL.

Mr. Edward Selby Campbell, barrister-at-law, died at Camberwell on the 17th August, at the early age of thirty-two years. The deceased gentleman was the last surviving son of the late Dr. John Campbell, of the Tabernacle, Finsbury, and was called to the bar at the Middle Temple on the 30th of April, 1868. Mr. Campbell was a member of the Parliamentary reporting staff of the *Morning Advertiser*.

MR. R. E. CLARKE.

Mr. Robert Eagle Clarke, solicitor, of Thetford, Norfolk, died at that place on the 9th of August. The late Mr. Clarke was certificated as an attorney in Hilary Term, 1842, and held the following local offices:—Town Clerk, Clerk to the Burial Board, Clerk to the Magistrates, Coroner and Registrar of the County Court. He was also clerk to the Thetford Association for the Prosecution of Felons.

Mr. Edward Jackson, solicitor, of Walsollen House, Wisbeach, the senior partner in the firm of E. F. & E. H. Jackson, has withdrawn from the partnership, which will now be carried on under the style of F. & E. Jackson.

Sir Edward Smirke, barrister-at-law, late Vice-Warden of the Stannaries Court of Devon and Cornwall, upon whom the honour of knighthood was recently conferred, is the fourth son of the late Robert Smirke, Esq., R.A., a distinguished painter, and a younger brother of the late Sir Robert J. Smirke, R.A., formerly one of the architects to the Board of Works and Public Buildings. He was born in 1796, and is therefore in his 74th year; and educated at St. John's College, Cambridge, where he graduated B.A., in 1816, and proceeded M.A. in 1820. Sir Edward was called to the bar at the Middle Temple in November, 1824, and for many years practised as a special pleader on the Western Circuit, and was for some time Recorder of Southampton; he also held successively the offices of Solicitor-General and Attorney-General to H.R.H. the Prince of Wales for his Duchy of Cornwall, which latter office he relinquished in 1854, on becoming Vice-Warden of the Court of Stannaries, which he has recently resigned. Sir Edward Smirke is a magistrate for the county of Cornwall. He married, in 1838, Harriet Amelia, youngest daughter of Mr. Thomas Neill, of Arlington House, Turnham-green, Middlesex.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 26, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91⅝	Annuities, April, '85
Ditto for Account, Sept. 7, 91⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅝	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91⅝	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 107
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	85
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	34½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	128½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	67
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	37½
Stock	London, Chatham, and Dover	100	12
Stock	London and North-Western	100	127
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	41
Stock	Metropolitan	100	64 xd
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	32½
Stock	North London	100	120
Stock	North Staffordshire	100	57
Stock	South Devon	100	47
Stock	South-Eastern	100	68½
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Very great stagnation has prevailed in all markets during the past week, and for the last few days the general impression that the war is likely to be of longer duration, that had previously appeared probable, has had a most depressing effect upon prices. The funds have declined during the last two days, and in the railway market, a similar tendency is apparent. On Thursday the bank rate of discount was reduced to 4 per cent. Money is abundant.

The report of the Royal Insurance Company for 1869, read at the annual meeting on the 5th inst., presents the following satisfactory results:—In the fire department the premiums for the period amount to £485,180, and the losses to £290,685, being an increase of premium and a decrease of loss as compared with the corresponding totals of the preceding twelve months. The net profit of this department, including interest, amounts to £78,154, which, with a single exception, is the largest surplus that has been announced as the result of a year's operations since the establishment of the company. The results of the business in the life department for the last twelve months have been as follow:—Total income from premiums, after deducting re-assurances, £213,420, of which the 1,248 new proposals completed during the year have contributed £19,003; interest from investments, £46,162; the claims, including payments of bonus additions, £104,383; and after payment of all claims, annuities, and expenses of every description, the amount added to the life funds for the year is £133,059. After providing for the payment of the dividend and bonuses, which amounted together to 10s. per share, the funds of the company stand as follows:—Capital paid up £289,095; reserve fund and profit and loss account, £286,925 10s.; life assurance funds, £173,401 9s. 1d.

Messrs. Longman have in the press "The Lives of the Lord Chancellors of Ireland from the Earliest Times to the Reign of Queen Victoria." By R. O'Flanagan, barrister-at-law.

THE LEEDS BANKRUPTCY COURT.—The Lord Chancellor has decreed the amount of retiring allowances and compensation to be paid to the officials connected with the late district court of bankruptcy at Leeds. Mr. Commissioner Ayrton, Mr. Young, official assignee, and Mr. Rawlinson, usher, retire on their full salaries. Messrs. J. Stephen and J. A. Yorke, registrars, and Mr. C. C. Templer, messenger, retire on pensions of two-thirds of their respective salaries—namely, to each of the registrars, £666 13s. 4d., and to Mr. Templer, £280 per annum. Messrs. Gordon, Birkenshaw, and Pickering, the three principal clerks of the official assignee's office at Leeds, Sheffield, and Hull will each receive a gratuity of over £600, estimated on the basis of a month's salary for every month's service. Mr. William Harpham, messenger's principal assistant, will be awarded about the same amount; and Mr. John Holland, messenger's clerk at Leeds, will receive under £300. The three head bailiffs (Messrs. Outhwaite, Chadwick, and Butterfield) will receive pensions of between £50 and £60 each; so will Mr. John Rhodes, second clerk to Mr. Young, official assignee. It is expected that the doors of the Leeds Bankruptcy Court will be finally closed about the end of September, when the official assignee will not have more than a dozen estates which have not been wound up from causes beyond his control, to hand over to the county court.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 16.—By Messrs. DRIVER.

A plot of freehold building land, near Richmond-park. Sold £850.

Also another plot, situate in the King's-road, Richmond. Sold £515.

Aug. 17.—By Messrs. EDWIN FOX & BOUSFIELD.

The lease of business premises, No. 112, Lower Thames-street, estimated rental £380, unexpired term 17½ years, at £170 per annum. Sold £1,200.

Aug. 24.—By Mr. TABERNACLE.

No. 89, Queen's-road, Peckham, held for 78 years, at ground rent of £10. Sold £470.

Also, No. 16, Barnham-street, Southwark, term 30 years, at ground-rent of 4 guineas, and let at £28 10s. per annum. Sold £130.

By Messrs. DAWSON & SON.

Nos. 180 and 182, Great College-street, Camden-town, term 59 years, net rental £127 8s. Sold £1,760.

Also, No. 184, Great College-street, held as above, and let at a net rental of £65 per annum. Sold £710.

Also, a leasehold ground rent of £50 per annum, secured on houses in Lyme-street, Camden-town, for 69 years. Sold £875.

By Messrs. COBB.

A freehold house situate at No. 25, Duke-street, Westminster, let at £110 per annum. Sold £1,600.

Also, a freehold house, shop, and warehouse, situate in High-street, Hounslow, let at £45 per annum. Sold £1,060.

Also, a freehold house and shop, situate in High-street, Hounslow, let at £18 per annum. Sold £300.

Also, a freehold building plot of 8a. 2r. 27p. situate in the Bath-road, Hounslow. Sold £1,570.

Also, a freehold building plot of 5a. 1r. 28p. in parish of Heston. Sold £900.

Also, a freehold building plot of 1a. 2r. 33p. in parish of Heston. Sold £270.

Also, a freehold building plot of 22a. 3r. 7p. near Heathrow. Sold £2,700.

Also, a freehold building plot of 20a. 0r. 37p. in the parish of Heston. Sold £2,260.

AT GARRAWAY'S COFFEE HOUSE.

Aug 17.—By Messrs. WARLTERS & LOVEJOY.

Freehold villa residence, known as Birchfield, in the centre of the Isle of Wight, with residence, and 2a. 1r. 25p. Sold £1,200

Aug 24.—By Mr. H. SOWTON.

Nos. 21 and 22, Trafalgar-road, Old Kent-road, producing £82 yearly, term 62 years, at ground rent of £9 7s. yearly; also, No. 10, Mason-street, Old Kent-road, let at £26 per annum, seven years unexpired, ground rent £2 12s. 6d. Sold £810.

By Messrs. LOUND & STRANSOM.

Freehold hotel, known as "The Cambridge;" also, a private residence adjoining, situate in Church-road, near the Crystal Palace. Sold £4,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

WARE—On Aug. 19, at Tunbridge Wells, the wife of Martin Ware, jun., Esq., of 17, Norfolk-crescent, Hyde-park, of a daughter.

MARRIAGES.

EVERITT—GRAHAM—On Aug. 24, at West Malling Church, Kent, F. W. E. S. Everitt, Esq., of Lincoln's-inn, barrister-at-law, to Melicent Isabel, only daughter of the late James Graham, Esq., of New Barnes, near West Malling, and 76, Westbourne-terrace, Hyde-park, London.

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FRENCH—HONE—On Aug. 18, at Monkstown Church, William Michael French, of No. 15, Lower Pembroke-street, Dublin, Esq., barrister-at-law, to Frances Browning, daughter of Thomas Hone, Esq., J.P., Yapton, Monkstown.

HOLLOND—KEATS—On Aug. 17, at St. John's Church, Great Stanmore, John Robert Hollond, Esq., M.A., of the Inner Temple, barrister-at-law, to Fanny Eliza, daughter of the late Fredk. Keats, Esq., of Braziers, Oxon.

PHILBRICK—COCKBURN—On Aug. 23, at the Church of St. Stephen the Martyr, Avenue-road, Regent's-park, Adolphus Philbrick, of Lamb-building, Temple, barrister-at-law, to Minnie, younger daughter of the late Jas. Cockburn, Esq., of 28, Avenue-road.

PHILLPOTTS—BULLER—On Aug. 24, at the parish church of Whimple, Devon, William Francis Phillpotts, Esq., barrister-at-law, to Gertrude Caroline, youngest daughter of the late Thomas Wentworth Buller, Esq., of Strete Ralegh.

POCOCK—PFEIL—On Aug. 24, at Stoke Church, next Guildford, William Archbutt Pocock, Esq., of the Middle Temple, barrister-at-law, to Katharine Maude, daughter of the late Richard Adolph Pfeil, Esq., of Boxgrove, Guildford.

DEATHS.

BALL—On Aug. 17, at Fareham, Hants, Mr. John Ball, of that place, and formerly of No. 18, Bedford-row, London, solicitor, in his 89th year.

CAMPBELL—On Aug. 17, of hemorrhage, at his residence, in Camberwell, Edward Selby Campbell, barrister-at-law, aged 31.

SNOWDON—On Aug. 20, at Providence Lodge, Henry Snowdon, of Leeds, solicitor, in his 63rd year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Aug. 23, 1870.

LIMITED IN CHANCERY.

International Land Credit Company (Limited).—Creditors are required, on or before Nov. 1, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Tuesday, Dec. 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Aug. 19, 1870.

Denford Union Friendly Society, Wesleyan school-room, Denford, Northampton. Aug. 12.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 19, 1870.

Dutton, John, Bickerton, Chester, Farmer. Oct 17. Dutton v Hockerhall, V.C. Malins. Helps, Chester.

Griffith, Wm, Oswestry, Salop, Physician. Sept 1. Thomas v Mansell, V.C. Malins. Yorke, Basinghall-st.

Hockly, John Minet, Plymouth, Devon, Lieutenant R.N. Jan 14. Hockly v Moore, V.C. Stuart. Robins, Guildhall-chambers, Basinghall-st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 19, 1870.

Bainbrigge, Thos Parker, Derby, Esq. Sept 29. Smith, Derby.

Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisbrough.

Chamberlain, Lydia, East Dertham, Norfolk, Widow. Sept 12. Cooper & Co, East Dereham.

Etough, Helena Charlotte, Clarendon-pl, Maida-vale. Nov 1. Coverdale & Co, Bedford-row.

Galbraith, John, Chatham, Kent, Engineer R.N. Sept 30. Hildreth & Ommanney, Norfolk-st, Strand.

Havergal, Rev Wm Hy, Leamington, Warwick, Clerk. Nov 1. Cooke, Gloucester.

Hurlock, Jane Mary Parminter, Devon, Spinster. Dec 2. Rev. O. J. Reichel. Wantage, Berks.

Hutley, Wm, Powers Hall, Witham, Essex, Farmer. Sept 29. Blood & Son, Witham.

Joseph, Abraham, Wimpole-st, Importer of Works of Art. Oct 30. Davis, Cork-st, Burlington-gardens.

Kelly, Anna Maria, Watford, Hertford, Spinster. Oct 20. Sutton & Ommanney, Coleman-st.

Lee, Jas, Bacup, Lancaster, Innkeeper. Oct 1. Hall, Bacup.

Lewis, Arthur, Brighton, Sussex, Esq. Oct 11. Simpson & Cullingford, Gracechurch-st.

Marsh, Joseph, Greenhithe, Kent, Esq. Sept 27. Chapple, Carter-lane.

Mason, Wm, Ampleforth, York, Park Keeper. Oct 18. Noble, York.

Morrall, Abel Andrew, Studley, Warwick, Needle Manufacturer. Sept 30. Richards, Redditch.

Payne, Louisa, Bexley Heath, Kent, Widow. Dec 1. Clutton & Haines, Serjeants'-inn, Fleet-st.

Powell, Chas, Wells-st, Camberwell, Gent. Sept 15. Frost, Leadenhall-st

Price, Richard Powell, Brighton, Sussex, Esq. Sept 30. Meynott, Albion-pl, Blackfriars-bridge.

Robb, Alex, Elm Villa, Brixton-hill, Gent. Oct 1. Dawes & Son, Angel-ct, Throgmorton-st.

Rose, Edward, Salcombe-pl, York-ter, Regent's-park, Plumber. Nov 30. Indermaur, Devonshire-ter, High-st, Marylebone.

Tash, Robert, Shipdham, Norfolk, Farmer. Sept 12. Cooper & Co, East Dereham.

Warnes, Stephen, Bylaugh, Norfolk, Gent. Oct 12. Cooper & Co, East Dereham.

TUESDAY, Aug. 23, 1870.

Alt, Amelius Geo, Canterbury-rd, Brixton, Share Broker. Sept 30. Ball, Tokenhouse-yard.

Bolland, Dorothy, Kettlewell, York, Widow. Oct 8. Robinson, Skipton.

Brown, Wm, Love-lane, Aldermanbury, Warehouseman. Oct 31. Devonshire, Frederick's-pl, Old Jewry.

Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisborough.

Fife, Edward, Sheerness, Kent, Clothier. Oct 17. Copland, Sheerness.

Frushard, Geo Edward, Lewisham, Kent, Shipbroker. Sept 22. Patteson & Cobbold, New Bridge-st, Blackfriars.

Griffin, Eliza, Manley, Cheshire, Spinster. Dix, Manley.

Hebblethwaite, Edward, Broomgrove, Sheffield, Gent. Sept 29. Burdekin & Co.

Hunt, Robert, Southampton, Horse Dealer. Oct 10. Goater, Southampton.

Johnson Robert, Binbrook, Lincoln, Esq. Sept 29. Deacon & Co.

Marshall, Hy, Cambridge, Gent. Nov 1. Crane, Cambridge.

Moore, John, Bradford, Wilts, Gent. Oct 15. Stoney & Sparks, Bradford-on-Avon.

North, Geo Fredk, Waterloo-rd, Esq. Sept 30. Willoughby & Cox, Clifford's-inn.

Rivers, Chas Robert, Delhi, East Indies, Lieut. H. M. 75th Reg. of Foot. Sept 5. Bowker, Winchester.

Royal, Robert, Jubilee-st, Stepney, Master Mariner. Oct 19. Prentice, Whitechapel-rd.

Smith, John, Langley, nr Macclesfield, Chester, Silk Printer. Oct 8. Hand, Macclesfield.

Stringer, Thos, Portdale, Sussex, Brickmaker. Oct 1. Verrall, Brighton.

Taylor, Richard Thos, Sheffield, Soda Water Manufacturer. Sept 29. Burdekin & Co.

Tuckwell, Phœbe, Burford, Oxfordshire, Widow. Oct 1. Price & Son, Burford.

Wreyford, Thos John, Exeter, Accountant. Oct 19. Truscott, Exeter.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 19, 1870.

Hobart, Augustus Chas, Constantinople, Turkey, Officer Imperial Ottoman Government. July 2. Comp. Reg Aug 17.

Bankrupts.

FRIDAY, Aug. 19, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Barnes, Fancourt, Grosvenor-st, Gent. Pet Aug 12. Pepys. Sept 5 at 11.30.

Hawkins, Stephen Millington, Priory-pk-rd, Kilburn, Jeweller. Pet Aug 12. Spring-Rice. Sept 5 at 12.30.

Keene, Jas, Fountain-ct, Strand, Lodging-house Keeper. Pet Aug 16. Pepys. Sept 8 at 12.

Nicoll, Benj, Regent-circus, Hosier. Pet Aug 15. Pepys. Sept 15 at 12.

To Surrender in the Country.

Dancy, Stephen, & Wm Dancy, Brighton, Sussex, Builders. Pet Aug 16. Evershed. Brighton, Sept 10 at 11.

Efford, Robt, Salcombe, Devon, Ironmonger. Pet Aug 17. Pearce. East Stonehouse, Aug 31 at 11.

Lane, Jeremiah, Stourbridge, Worcester. Pet Aug 16. Harward. Stourbridge, Sept 2 at 11.

Metherell, John, Hereford, Innkeeper. Pet Aug 16. Reynolds. Hereford, Sept 3 at 11.

Rooney, Michael Joseph, Lpool, Licensed Victualler. Pet Aug 16. Hime. Lpool, Sept 1 at 2.

Wheeler, Hy, Oldham, Lancashire, General Dealer. Pet Aug 15. Tweedale. Oldham, Sept 7 at 11.

TUESDAY, Aug. 23, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Davison, John Longstaff, Sunderland, Durham, Grocer. Pet Aug 17. Ellis. Sunderland, Sept 5 at 11.

Fairchild, Geo Emberson, Blackheath-hill, Kent, Licensed Victualler. Pet Aug 19. Bishop. Greenwich, Sept 6 at 12.

Fry, John, Southampton, Ironmonger. Pet Aug 19. Thorndike. Southampton, Sept 5 at 12.

Miller, John, Exeter, Oil Merchant. Pet Aug 18. Daw. Exeter, Sept 5 at 11.

Myatt, John, Stafford, Grocer. Pet Aug 18. Spilsbury. Stafford, Sept 10 at 10.

Speakman, Wm, Salford, Lancashire, Joiner. Pet Aug 20. Hulton. Salford, Sept 5 at 11.

Taylor, Caroline, Gt Grimsby, Lincoln, Grocer. Pet Aug 18. Daubeny. Gt Grimsby, Sept 3 at 10.

Wade, John, Bury St Edmunds, Suffolk, Ironfounder. Pet Aug 19. Collins. Bury St Edmunds, Sept 5 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 19, 1870.

Bean, John Geo Whittingstall, Downshire-hill, Hampstead Heath, Coal Agent. Aug 8.

TUESDAY, Aug. 23, 1870.

Lunham, Robert Anderton, & Richard Hy Evans, Lpool, Provision Merchants. Aug 13.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town,* 26*s.*, *Country* 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth,* 2*s.* 6*d.*, *half law calf,* 4*s.* 6*d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, SEPTEMBER 3, 1870.

THE STATUTE-BOOK FOR THE PRESENT YEAR leads off with even more than its usual brilliancy. The first section of the first Act in the book contains a blunder of the first magnitude, a blunder so complete as to reduce the section to a dead letter.

The object of the section is to enable select committees of either House of Parliament, upon bills for confirming provisional orders, in certain cases to award costs to the parties before them. Accordingly it enacts that "any select committee of either House of Parliament to which any bill for confirming provisional orders has been referred, may award costs in like manner and subject to the same conditions as costs may be awarded by any select committee empowered to award costs by the Act of the 28th Vict. c. 28, and the provisions of the said Act, so far as they are applicable, shall refer to such select committees, and to the matters so referred to them." This section purports to give to the select committees in question the powers as to costs, whatever they may be, which are given to some other kind of select committee by the 28th Vict. c. 28. To see what these powers are, we of course turn at once to the 28th Vict. c. 28. We find it to be "an Act to authorise certain payments out of the land revenues of the Crown to provide compensation for certain claims in the Isle of Man;" and its one section has a good deal to do with Acts of Tynwald, but nothing to do with select committees or with costs. The preceding Act, 28 Vict. c. 27, does, it is true, empower select committees on private bills to award costs; and no doubt this was the Act intended to be applied; but unfortunately it is not mentioned.

We can only suggest that the first section of the first Act of next session should be a section to correct the blunder of the first section of the first Act of last session, and to give it some sense and some operation.

IT WAS ONLY TO BE EXPECTED that much excitement should be produced among the public by the announcement made in the French Chambers that forty thousand rifles were being manufactured in England for the French Government, and by the statements which have since appeared in the newspapers that a trade in arms is now being largely carried on between England and France. It was only to be expected too that these revelations should lead to the display of a good deal of looseness of conception as to the duties of neutrals, and a good deal of rashness in suggestions for remedying a mischief real or supposed.

At the risk of being tedious we must repeat what we have more than once said before, and what cannot be too clearly understood, that no rule of international law is violated when the subjects of a neutral state sell contraband of war, including arms, to a belligerent. It is the right of neutrals so to trade—a right which was freely exercised by Prussian subjects during the Crimean war, and by British subjects during the American war, and which has in fact been exercised during every modern war by any manufacturing nation which has found itself in the happy condition of neutrality. It is for the belligerents to protect their own shores as well as they can by seizing contraband goods when they can catch them.

It cannot be too clearly understood again that a trade in contraband of war, including arms, carried on by neutrals with a belligerent is a perfectly lawful trade according to our own municipal law. And we believe the municipal law of all the other great nations to be the same. When the recent Foreign Enlistment Bill was before Parliament, a strong effort was made to add arms to the things the sale of which to a belligerent is prohibited by that Act; and Parliament, under the advice of the Government, deliberately refused to alter the existing law on the subject. Whether the decision was a wise one or not is a question fairly opened to controversy, and we have not a word to say against those who protest against it most strongly. On the one hand the free export of arms to one belligerent nation is very apt to excite in the other that soreness of feeling which is too often the beginning of worse mischief. On the other hand, the history of the past teaches us that municipal law is very apt to create international law; rules for the guidance of our own citizens to develope into international obligations; and we may well hesitate before, in our own case, we add to the burdens of neutrality.

But another view has been put forward, of which we must speak very differently. By the 16 & 17 Vict. c. 107, s. 150, her Majesty may, by proclamation or Order in Council, prohibit the export of arms from the United Kingdom. And it has been loudly urged that, in the spirit, if not in the letter, the rules of neutrality require the Government to stop the sale of arms to France by thus prohibiting their export. Now it must be remarked, in the first place, that, though the power of the Crown now rests upon an Act of the present reign, the enactment is only a repetition of earlier ones. The special reservation of this power is at least as old as the 12 Chas. 2, c. 4. In early times it would have been unnecessary, for reasons depending upon the state of the law, which we need not here consider. We need scarcely say that in the days of Charles II. Acts of Parliament for the better enforcement of the duties of neutrality had never been thought of; and in fact there can be no doubt that the power of the Crown was given for the protection of ourselves, by preventing arms being sent abroad when we want them at home, or when they might be used against us, not for the protection of others, or the better discharge of our neutral duties. It is true, however, that the power is general, and we could not say that it might not, under some circumstances, be used in the interests of neutrality. It has, in fact, we believe, been so used, but only under quite exceptional circumstances. If we are not mistaken, during the war between Spain and her revolted South American Colonies, the export of arms to either belligerent was prohibited. But why? Because we were already bound by treaty to prevent their export to the revolted colonies; and the Government of the day considered that, as they could not permit the trade with both, they would best consult neutrality by permitting it with neither.

No such special circumstances exist in the case of the present war. Our Legislature has deliberately adopted as the general rule—the general condition of our neutrality during any war—that of free trade in arms with the belligerents. If our Government are to be called upon, or consent, to intervene and alter this rule according to their own judgment and upon their own responsibility, they will certainly not diminish the risk of dissatisfaction on the part of the belligerents, or of the appearance of partiality in ourselves. If a Prussian were asked to state the case in favour of an Order in Council at this moment he would probably state it thus:—Prussia does not want your arms; and if she did the French fleet could effectually prevent her getting them. France does want them; and Prussia has no fleet to prevent her getting them. It is

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idle to talk of selling to both alike when you know that only one either will or can come and buy:—This is plausible; and the only answer, a not very satisfactory one, is, that we have followed the rules of international law, and of our municipal law. We open our market to all alike, and that is all we have to do with; whether you can come and buy or not is not our concern. But suppose our Government were now to intervene and prohibit the export of arms, might not a Frenchman then say:—This is a prohibition in name applying to both belligerents, but in fact, as you well know, affecting only France. If any rule of international law or of your general municipal law had pressed hardly upon us, we should have had no right to complain; but this is an exception in your law specially made to our disadvantage; that is not neutrality—surely this complaint would be at least as difficult to answer as the other.

We are far from saying that one rule on this subject may not be much better than the other; and it may be very right that Parliament should re-consider the whole question. But we do say that, whatever rule be adopted, it will always in fact operate unequally upon the two belligerents, and so give rise to dissatisfaction and complaints. The way to reduce those complaints to a minimum and best show our neutrality is to adhere to a fixed and uniform rule without respect of persons. The way to aggravate complaint to the uttermost, and place our conduct in the most unfavourable light in the eyes of international jurists and of all impartial men, is to change our rule of conduct according to the particular circumstances of each war. Yet this is what the Government are now asked to do.

THE EXTRAORDINARY DIFFERENCE between the punishments ordinarily awarded for offences against property and offences against the person has often been the subject of remark. This difference is often not only explicable, but justifiable by the consideration that offences against property are ordinarily committed by habitual offenders, while with offences against the person this is much less frequently the case. But there are cases that admit of no such explanation or justification. On Wednesday, according to the daily papers, two men were charged before Mr. Newton at the Worship-street Police Court, with stealing a horse and cart. In the course of the proceedings we read that—

"Herbert Reeves, warder of the Coldbath-fields House of Correction, proved that in July, 1869, the prisoner Gashion was sentenced to nine months' hard labour for stealing a horse and cart, there being five other charges of fraud and felony against him at the same time.

"Mr. Newton expressed his great surprise at such a sentence, remarking that he had never heard of so inadequate a punishment. Penal servitude for several years would have saved the present trouble, and the country expense."

If Mr. Newton could have known of a case which on the very same day came before Mr. Ellison at the Westminster Police Court, he would have met with an instance of punishment (if punishment we may call it) at least as inadequate as that of nine months' hard labour for stealing a horse and cart. We read that—

"John James, labourer, was charged with assaulting his son, a boy ten years of age.

"Austin Porter, 42 B R. and James Wilson, 33 B R. stated that many complaints had been made of the prisoner's brutal conduct to this boy, and on Tuesday evening they were fetched to the cottages, and found the boy half-naked coming from the back yard drenched in water, the neighbours stating that prisoner had put him in a pail of water to wash the blood off his head. The officers went to the back yard and found a pail of water coloured with blood, and on asking the prisoner what was the meaning of his conduct he said he had a right to correct his own child. In his room was found the shirt the boy had been wearing covered in blood, and a thick broom-handle broken and covered in blood.

"There was actually no evidence of the assault, save the defendant's answer to the constables, but the boy was stripped in court, and besides fearful wounds and contusions on his back and arms, he had two black eyes, evidently inflicted with the same weapon.

"Prisoner said he had to work hard for his wife and family. The boy had been left to mind the house, and when he (the prisoner) came home he found the fire out, the baby choking on the bed, and the boy was fighting in the street; he ran for protection under the bed, and in trying to get him out the blows were inflicted.

"The police called the attention of the magistrate to the state of the boy's head. Blood was then exuding from a terrible cut on the head.

"Mr. Ellison said correction was necessary in moderation, but prisoner had inflicted most immoderate chastisement, he should take care there was no recurrence of it, and ordered prisoner to find two sureties in £20 to keep the peace to the boy for three months."

If you steal a horse and cart nine months hard labour is a ridiculously inadequate punishment. If you cut open your child's head with a broomstick, give him two black eyes, and cover him with fearful wounds and contusions, after a long previous course of brutal conduct towards him, there is some danger lest a rigorous magistrate should "take care that there is no recurrence of it."

MEETINGS OF THE London, Chatham, and Dover Railway Company, and of the various classes of persons interested in its affairs have been held to consider the award of the arbitrators. We ventured to anticipate last week that the award would not be received with unanimous satisfaction; and it is now very apparent among which of the various classes interested disappointment is mainly felt. It is among the debenture-holders, who complain that, though they are properly creditors, they have by the award been postponed to the preference shareholders. The knowledge, however, that the award, whether right or wrong, is without appeal and has the force of an Act of Parliament seems to be inducing all parties to make a virtue of necessity, and combine to make the best of things for the future.

MR. HIBBERT'S ACT to remove clerical disabilities has just been issued, and we are glad to find it almost entirely free from the defects which disfigured its author's original scheme, and on which we commented in this Journal upon its introduction. In its final shape it is a perfectly harmless, and will probably be a very useful, measure; and while it will certainly prove satisfactory to those gentlemen who desire to be divested of their sacred calling, it contains nothing to which even Archdeacon Denison could object. The vexed question of the "indelibility of orders," with regard to which the the minds of conscientious High Churchmen have not unnaturally been so much exercised, is wisely left untouched by Mr. Hibbert. "Once a clergyman always a clergyman," will in one, and its only proper sense, still remain true; for a retired priest or deacon who desires to resume his functions will not require re-ordination. The Act simply deals with him as a citizen, providing that any "minister of the Church of England" who desires to be relieved of his duties, and expresses that desire, with certain prescribed formalities, shall also be relieved from his civil disabilities. The machinery to be adopted for the purpose is straightforward and inexpensive. The "minister," after resigning his preferment, if he happen to hold any, may (section 3) execute and enrol in chancery a "deed of relinquishment" in a form prescribed by the Act. A copy of the deed is to be delivered to the Bishop of the diocese where the preferment was, or, supposing him to have held none, of the diocese where he resides, and notice of the execution of such an instrument is to be sent to the Archbishop of the province. By section 4 the Bishop shall, on application, cause the deed to be recorded, and a copy of the record is, by section 7, to be delivered to the clergyman executing it on payment of a fee not exceeding ten shillings. On completion of the enrolment and record of the deed the following consequences ensue with respect to the person executing

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it:—"He shall be incapable of officiating or acting in any manner as a minister of the Church of England, and of taking or holding any preferment therein, and shall cease to enjoy all rights, privileges, advantages, and exemptions attached to the office of minister of the Church of England. 2. Every licence, office, and place, held by him for which it is by law an indispensable qualification that the holder thereof should be a minister of the Church of England shall be *ipso facto* void and determined; and lastly (3), he shall be by virtue of this Act discharged and free from all disabilities, disqualifications, restraints, and prohibitions to which, if this Act had not been passed, he would, by force of any of the enactments mentioned in the first schedule to this Act or any other law, have been subject, as a person who had been admitted to the office of minister in the Church of England, and from all jurisdiction, penalties, censures, and proceedings, to which, if this Act had not been passed, he would or might under any of the same enactments or any other law have been amenable or liable in consequence of his having been so admitted, and of any act or thing done or omitted by him after such admission."

The general effect of this comprehensive enactment is to replace the retiring minister exactly in the same civil position as he occupied before he was ordained. He resigns his ecclesiastical privileges and resumes his layman's rights. Among these the most important is, of course, the right, if elected, to sit in the House of Commons. Whether the clergy ever at any period of our history had a right to sit there, when returned, is a debateable point; but since 1803, at all events, when, in order to get rid of the "Reverend" Horne Tooke, who was regarded by the powers that then were as a troublesome demagogue, Parliament expressly declared (by what is known as Horne Tooke's Act) both priests and deacons disqualified, the gates of the Lower House have been definitely closed to them. This prohibitory Act and "other law" (if there be any common law rule of exclusion) are not to apply to clergymen retired from business, and to them, therefore, the field of political ambition is open. That is no doubt a cause of sincere self-congratulation; at least, to those of them who have political instincts. Lest they should be too much elated, however, we take leave to remind them that they must now also take their turn in the jury-box. If the sufferings of jurors are to any extent truly depicted by the commercial part of the community, this liability to serve will be a sobering reflection.

IN THE COURSE OF THE PROCEEDINGS in the bankruptcy of the O'Donoghue, M.P., a question seems to have been raised whether the debtor, whose residence was in Ireland, and who only came to England from time to time to attend Parliament, could be made bankrupt in England. But surely there can hardly be much serious doubt upon the point. By the common law of bankruptcy, as it may not improperly be called, any one who commits an act of bankruptcy in England may be adjudicated bankrupt by an English court, wherever his ordinary residence may be. And to any person who recollects the semi-criminal origin of the bankrupt laws, this rule requires little explanation. Section 59 of the Act of 1869 specially provides that when the debtor is not resident in England proceedings are to be taken in the London court.

It is true that by the Irish Bankruptcy Act (20 & 21 Vict. c. 60), s. 31, the Irish Court of Bankruptcy has "exclusive jurisdiction in bankruptcy over all traders residing or carrying on business exclusively in Ireland." But we can see no reason why an Irish non-trader who commits an act of bankruptcy in England should not be made bankrupt here.

Col. Sam Lowe is about to commence a suit against the Missouri Pacific Railroad Co., at St. Louis, for 20,000 dols. for money expended and services rendered in the Missouri legislature.—*Albany Law Journal.*

CONTRACTS UNDER SECTION 7 OF THE RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. c. 31).

II.

In our last article we noticed the rule of construction which is applied by the Courts in reading contracts under section 7 of the Railway and Canal Traffic Act, 1854. The cases in which there has been any discussion since that statute as to this principle are *Peek's case* (11 W. R. 1023, 32 L. J. Q. B. 241), where a condition "that the company shall not be responsible for the loss of or injury to" certain specified goods, was held to apply to any injury, however caused, "including gross negligence and even fraud or dishonesty on the part of the servants of the company" (per Lord Westbury, C.). So, in *McManus* v. *Lancashire and Yorkshire Railway Company* (7 W. R. 547, 28 L. J. Ex. 353), a condition "the owners undertaking all risks of conveyance, loading, and unloading whatsoever, as the company will not be responsible for any injury or damage, however caused," was held to amount to a stipulation "for exception from liability from the consequence of their own negligence, however gross, or misconduct, however flagrant." In *Robinson* v. *The Great Western Railway Company* (13 W. R. 660, 35 L. J. C. P. 123) horses were delivered to the company "to be carried entirely at the owner's risk," and it was held that this did not include delay, for which accordingly the company were held liable, notwithstanding the contract, which, under the circumstances, was held to be valid. Erle, C.J., says, "The contract of the company is to deliver the horses in a reasonable time at the owner's risk, . . . and there is a duty entirely distinct from the questions of damage which may arise from accident on the journey. If a railway company are bound to carry horses in twenty-four hours at the owner's risk, and the horses do not arrive accordingly, then, whether the horses are damaged or not, there is a breach of contract for which the company are liable." It must be remembered that in contracts with carriers by water the old rule still prevails—viz., that the Courts will endeavour so to construe a contract as not to allow it to protect carriers from the consequences of their own negligence: *Grill* v. *General Iron &c. Company* (14 W. R. 873); *Ahrloff* v. *Briscall* (15 W. R. 202); *Lenne* v. *Dudgeon* (16 W. R. 80); *Czech* v. *General Steam &c. Company* (16 W. R. 130). In all these cases a somewhat forced construction was put upon the contracts which limited the carrier's liability.

Having now ascertained the form of the contracts required by the statute, and the rules of construction to be applied to them, we proceed to consider what contracts will be held to be reasonable. This, it will be remembered, is a matter of law (*Peek's case*). It may be laid down as a general rule that conditions which purport to relieve the company from all liability whatever in respect of goods carried by them are *primâ facie* unreasonable, and therefore void. This was first clearly established in *McManus* v. *Lancashire and Yorkshire Railway Company*, in the Exchequer Chamber. There the contract of carriage was, as we have before stated, "subject to the owner's undertaking all risks of conveyance, loading, and unloading, whatsoever, as the company will not be responsible for any injury or damage, however caused." The majority of the Court held that this contract was unreasonable, and therefore void. Again, in *McCance* v. *London and North Western Railway Company* (10 W. R. 154, 31 L. J. Ex. 71, per Bramwell, B.), it is said that a condition that horses "are to be carried without any risk on the part of the company is an unreasonable condition." This principle has since been adopted by the House of Lords in *Peek's case*, which is the leading case upon these contracts. There the condition was that the company were not to be responsible for "the loss of or injury to any marbles, musical instruments, toys, or other articles which, from their brittleness, fragility, delicacy, or liability to ignition, are more than ordinarily hazard-

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ous, unless declared and insured according to their value." This condition, as we have seen, was held to apply to any injury, even if caused by negligence or dishonesty of the company's servants, and was therefore held to be unreasonable.

In *Gregory* v. *The West Midland Railway Company* (12 W. R. 528, 33 L. J. Ex. 155) the defendants received cattle for carriage on condition (1) that the defendants "are to be free from all risk or responsibility with respect to any loss or damage arising in the loading or unloading, from suffocation, or from being trampled upon, bruised, or otherwise injured in the transit, from fire, or from any other cause whatsoever, it being hereby agreed that the same is to be carried at the owner's risk; (2) that the owner or his representative is required to see to the efficiency of the waggons before he allows his stock to be placed therein, and complaint must be made in writing to the station inspector or clerk in charge, as to all alleged defects either at the time of booking or before the waggon leaves the station." Both these conditions were held to be unreasonable, and therefore void. In *Allday* v. *Great Western Railway Company* (13 W. R. 43, 34 L. J. Q. B. 5), a condition with respect to cattle, that "the company are not to be subject to any risk in the receiving, loading, forwarding in transit, and unloading, nor to be amenable for any damage, actual or consequential, arising from suffocation, from being trampled on, bruised, or otherwise injured, from fire or any other cause whatsoever, nor from any consequences arising from over carriage, detention, or delay in or in relation to the conveying or delivery of the said animals however caused" was held unreasonable. And, on the authority of *Allday's case*, it was also held in *Kirby* v. *Great Western Railway Company* (18 L. T. N. S. 685) that a condition that the company should not be liable for any consequences arising from over carriage, detention, or delay in the conveying or delivering of cattle in time for a particular market, however caused, was unreasonable. *Booth* v. *North Eastern Railway Company* (15 W. R. 695, L. R. 2 Ex. 173), is the last case on this branch of the subject, and there the same principle was acted upon, and a condition that the owner of cattle sent by the defendant's line "undertakes all risks of loading, unloading, and carriage, whether arising from the negligence or default of the company or their servants, or from defect or imperfection in the station, platform, or other places of loading or unloading, or of the carriage in which the cattle may be loaded or conveyed, or from any other cause whatsoever," was held to be unreasonable. On these authorities there can be no doubt now that conditions purporting to relieve a company from all liability are *primâ facie* unreasonable; and the older decisions, where the contrary has been held, must now be considered as overruled. Those cases are *Wise* v. *Great Western Railway Company* (4 W. R. 551, 25 L. J. Ex. 258), and *Pardington* v. *South Wales Railway Company* (5 W. R. 8, 26 L. J. Ex. 105).

It will be noticed that the rule we have deduced from the decisions is that conditions purporting to relieve a company from all liability are *primâ facie*, but not absolutely and necessarily, unreasonable under all circumstances. If nothing is brought to the notice of the Court except the fact that goods were delivered on such conditions and were damaged, the company is not protected, because such conditions are *primâ facie* unreasonable. It is, however, always competent for the company to show that such conditions are, in the particular case, reasonable, regard being had to all the surrounding circumstances. For instance, if a company has two rates for particular descriptions of goods, and carries the goods at a higher rate under the ordinary common law liability of a common carrier, and at the lower rate without any liability at all, and the difference between the two rates is reasonable, regard being had to the difference in liability, and a *bonâ fide* choice is given to a person sending goods whether he will send his goods at the higher or lower rate, and he chooses the lower rate, and the contract embodying the conditions relieving the company from all liability is in writing and signed, then the company is relieved from all liability in accordance with the terms of their contract. That is to say, the contract which on its face appears unreasonable is in fact reasonable, because the owner of the goods had the option of sending them under the protection of the common law liability, and he preferred the other way of sending the goods on account of the reduction in the rate to be paid for their carriage. The first case in what this appears to have been held is *Simons* v. *The Great Western Railway Company* (26 L. J. C. P. 25). There goods were received on special or mileage rates on a condition, amongst others, that "goods conveyed at special or mileage rates must be loaded and unloaded by the owners or their agents, and the company will not be responsible for any risk of storeage, loss, or damage, however caused, nor for discrepancy in the delivery, as to either quantity, numbers, or weight, nor for the condition of articles so carried, nor for detention or delay in the conveying or the delivery of them, however caused." This condition was set out on the pleadings, and on demurrer it was held "that the plea which is based on the mileage rate in proportion to the risk incurred is a good plea, and that that regulation is just and reasonable." The meaning of this decision is more fully explained in *Harrison* v. *London, Brighton, and South Coast Railway Company* (8 W. R. 524, 29 L. J. Q. B. 209), by Blackburn, J., who says, "if you look at the case of *Simons* v. *The Great Western Railway Company*, though the judgment does not enter into the details of what the Court decided, yet it will be found that they decided that the 15th condition," (the one above set out) "by which the company were to be answerable for no damage whatever if the goods were conveyed at special or mileage rates, was reasonable when coupled with other conditions, . . . which decision, I think, must be taken to be this, that such a condition, to be reasonable, must be one giving parties applying to the railway company a *bonâ fide* reasonable alternative." *Harrison* v. *London, Brighton, and South Coast Railway Company* was afterwards overruled in the Exchequer Chamber (31 L. J. Q. B. 116, 10 W. R. C. L. Dig. 74), but this explanation by Blackburn, J., is not affected by the judgments there given. In *Peek's case* it seems to have been thought that the condition *might* have been reasonable, but there were no special circumstances brought before the Court to convince them that the conditions, which were *primâ facie* unreasonable, were in fact, in that instance, reasonable. Lord Cranworth expressly says that if the company had shown that the sum charged by them for the insurance required by them had been reasonable in fact the condition would probably have been held reasonable. That this is the meaning of *Peek's case* is now clear from *Robinson* v. *The Great Western Railway Company* (13 W. R. 660, 35 L. J. C. P. 123), where Erle, C.J., referring to *Peek's case*, says "it seems to me that the learned lords who decided that case recognised the doctrine that it is reasonable for a railway company to have two modes of carriage—one by which they take a great responsibility, and another by which they carry at a cheaper rate but at a greater risk to the bailor."

(*To be continued.*)

LEGISLATION OF THE YEAR.

CAP. I.—*An Act to empower committees on bills confirming provisional orders to award costs and examine witnesses on oath.*

Section 1 of this Act, which was intended to carry out the first object indicated by its title is unfortunately rendered inoperative by a blunder to which we call attention in another column.

By 21 & 22 Vict. c. 78, s. 1, committees of the House of Commons on private bills were empowered to examine witnesses on oath. Section 2 of the present Act gives

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a similar power to committees of the House of Commons on bills confirming provisional orders.

CAP. VI.—*An Act to extend the jurisdiction of the judges of the superior courts of common law at Westminster.*

It had long been believed by most competent observers that the delay of justice in the superior courts of law, and the heavy arrears with which they were encumbered were in the main due to the want of any proper economy of judicial power, and might be removed by a better distribution of forces. The judges of one court might be seen day after day and all the year round with little to do and plenty of spare time on their hands, while the judges of another were struggling in vain against accumulated arrears. This state of things was partly the fault of the law, but partly, also, of the judges. For example, ever since 1830 (11 Geo. 4, and 1 Will. 4, c. 70, s. 4), a judge of any court has had power to sit at Nisi Prius in London or Westminster and try causes in any other court. Yet this power was never acted on, and the commonly supposed absence of such a power was one of the commonest complaints against the system.

The present Act is excessively clumsy in its wording. Indeed, it is more. If critically examined, its most important section, section 2, is quite nonsensical. But we believe that this slight difficulty will be got over; and the Act is at least a little more comprehensive in its scope than most of its predecessors dealing with the same subject. In substance, the Act contains three important provisions.

By section 2 a Court which is overworked may, by a very roundabout process—a genuine piece of red tape—procure the services of a judge from another court. In *banc* this power will probably be frequently exercised, and with great advantage to the public. Indeed it has already been so upon some occasions. As to Nisi Prius sittings, there seems every reason to think that the Act will remain a dead letter. The judges had the power of helping one another to clear their lists before, and they chose not to do so. We believe they will act in the same way for the future.

Section 4 enables any Court to sit in banco in two divisions. This most salutary provision has already borne very valuable fruit.

Section 5 enables any number of courts of Nisi Prius to sit at the same time in London or Westminster. This is also a most useful power, though we believe it has not yet been acted upon.

CAP. IX.—*An Act to amend the Peace Preservation (Ireland) Act* 1856, *and for other purposes relating to the preservation of peace in Ireland.*

In 1847, the statute 11 & 12 Vict. c. 2 was passed to prevent "crime and outrage in certain parts of Ireland." The Lord Lieutenant was empowered to apply this statute by proclamation to any district in Ireland. The statute dealt chiefly with the management of the constabulary and the carrying of arms, which is forbidden in certain cases in proclaimed districts. This statute has been re-enacted or continued from time to time, and some few alterations have been made by the subsequent Acts.

The statute we are now noticing is to amend the Act of 1847, under the name of the Peace Preservation Act (Ireland) 1856, a re-enacting Act, with which part 1 of this statute is to be construed, and to give still further powers to the Irish executive, especially with respect to the possession and sale of arms and gunpowder, the proclaiming of districts, the arrest of persons on suspicion, and the repression of seditious newspapers. It also provides for giving compensation for personal injury by agrarian outrages. These objects have been carried out in a very clumsy manner, the sections on each subject being scattered up and down the Act most curiously.

By sections 6, 7, 10, 12, 14, 19, and 37 no person, with certain exceptions, is to carry arms within a proclaimed district without licence (revolvers requiring a special licence), or to sell to, or keep in repair for, any person not duly licensed, any firearms. Special powers are given to persons acting under special warrants to search for and seize arms. Licences for arms may be revoked by the Lord Lieutenant in any district specially proclaimed, and the holders of the licences required to deposit their arms at a specified place (section 19). All persons making, repairing, or selling any firearms are required to keep an account of what and to and for whom they so sold or repaired, &c. &c., and to send a copy of such account to the police every month. The sale and possession of gunpowder is dealt with in sections 11, 35, and 36, which prohibit the dealing in gunpowder in Ireland without a licence, and require all persons dealing in gunpowder to keep an account similar to that required in the case of firearms. In proclaimed districts no gunpowder is to be sold except to licensed dealers or persons licensed to keep arms.

By section 18, the Lord Lieutenant may specially proclaim a district, and then he acquires the power of revoking, in such district, licences for arms (section 19), and of closing public-houses (section 24); and in such specially proclaimed districts persons out at night under suspicious circumstances may be arrested, and if not out of their house upon lawful occasion, they may be imprisoned for six months. Strangers wandering and sojourning in such districts may be arrested and required to give security for good behaviour (section 25). By section 29 the venue of indictments found in specially proclaimed districts may be charged on application of the Attorney-General. Sections 20, 21, and 22 relate to the posting of special proclamations, making a copy of the *London Gazette* containing the publication of any such proclamation conclusive evidence of the facts necessary to authorise such proclamations, and requiring copies of the proclamations to be laid before Parliament. Sections 26—28 relate to matters of procedure.

The provisions respecting newspapers attracted more attention than any other part of the Act when it was passed. They are of a very stringent nature, and practically give the Lord Lieutenant an unlimited power of suppressing any newspaper in Ireland. By section 60, when it appears to the Lord Lieutenant that any newspaper published in Ireland after the Act "contains any treasonable or seditious engraving, matter, or expressions, or any incitements to the commission of any felony, or any engraving, matter, or expressions encouraging or propagating treason or sedition, or inciting to the commission of any felony," he may serve a notice in a specified form upon the printer, publisher, or proprietor, and publish the notice in the *Dublin Gazette*, and if, afterwards, such newspaper contains any treasonable or seditious engraving, matter, &c., &c., all the plant, materials, paper, and copies of such newspaper are forfeited to the Crown. Any newspaper printed elsewhere than in Ireland, published or circulated there, and containing such treasonable or seditious matter, expressions, &c., shall be forfeited to the Crown. Power is given to seize the plant, &c., of forfeited newspapers under a warrant of the Lord Lieutenant (sections 31, 32), and no action is to be brought for such seizure, except as prescribed in section 33; which allows an action, if brought within three months, against "the person or persons to whom such warrant is addressed, or any of the assistants of such person or persons," and a claim of damages, on the ground that no notice was duly published or served, or because the newspaper did not contain treasonable or seditious matter, &c., &c. The action is to be tried as an ordinary action of tort, and if the defendant obtain the verdict, he shall be entitled to his costs. If the plaintiff gets the verdict, he shall, after final judgment, be entitled to "such damages as may lawfully be awarded by the jury, together with his costs of suit, and where any judgment shall be given for the plaintiff, there shall be paid to the plaintiff, out of moneys to be provided by Parliament, the damages awarded him, together with his costs of suit." It is difficult to understand the effect of section 33. The

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plaintiff, in case of success, is to be paid, not by the defendant at all, but from some special fund. This is intelligible enough, because the defendant ought not to be held responsible for the consequence of the warrant being improperly issued. But the defendant is spoken of all through the section as if he were personally liable. There is no provision that he shall not be liable to execution on the judgment; that he will have any assistance in defending the action, or that he is bound to defend it; or that, if he obtains the verdict, he is to be indemnified for costs to which he may be put, in addition to the costs for which the plaintiff is liable. The defendant's liability also, whatever that may be, is the same, whether the plaintiff's complaint is that the warrant was improperly issued although properly executed, as if the newspaper was not seditious, &c., or that the warrant was improperly executed although properly issued, as if the defendant seized plant, not on the premises of the newspaper and not connected with the newspaper. The section is an absurd one, and we do not hazard an opinion as to its construction. Provision is made in section 39 for the giving of compensation by the grand jury in cases of personal injury or murder by crime "of the character generally known as agrarian, or arising out of any illegal combination or conspiracy," and a machinery is provided for this purpose.

In addition to the provisions we have noticed, 15 & 16 Geo. 3, c. 21, and 1 & 2 Will. 4, c. 44, passed for the repression of violence and crime, are applied to proclaimed districts (section 8). Section 14 of 11 & 12 Vict. c. 2, respecting search for arms, is repealed. In any proclaimed district where a crime has been committed persons may be summoned before justices, and required to give evidence, although no person is charged with the crime (section 13). Search warrants may be issued to search for documents in the handwriting of persons suspected of writing threatening letters (section 15). By section 35 witnesses bound by recognisance absconding before a trial or the hearing of a charge may be apprehended. The statute contains a large number of definitions, and many forms for proceedings under it. It is to continue in force until the 1st of August next, and of course applies to Ireland only.

RECENT DECISIONS.

EQUITY.

MISREPRESENTATION IN PROSPECTUS—SHAREHOLDERS' REMEDIES.

Ship v. *Crosskill*, M.R., 18 W. R. 618.

It was long ago settled that bills will lie, on the ground of fraud, to recover subscriptions to bubble companies (*Colt* v. *Woollaston*, 2 P. Wms. 154). And where a prospectus has been issued, under the authority of directors, containing statements about the company which turn out to be untrue, and were intended to deceive, a person who applied for shares on the faith of the prospectus is entitled to a decree for repayment against the directors personally as well as the company, and to have his name removed from the register of shareholders (*Henderson* v. *Lacon*, 16 W. R. 328). In such a case there must be (1) a distinct misrepresentation in the prospectus; (2) a guilty knowledge by the directors of the misrepresentation—the misrepresentation in the particular case consisting in a statement that the directors and their friends had subscribed a large portion of the capital.

The case of *Henderson* v. *Lacon* may very well be contrasted with *Ship* v. *Crosskill*. In the latter case the plaintiff had had his name removed from the register of shareholders, upon the ground of the excess of the objects contemplated by the memorandum over those contemplated by the prospectus; a ground which, in the absence of fraud, almost necessarily entitles the applicant to that species of relief (*Downes* v. *Ship*, 17 W. R. 34). This would have entitled him to prove in the winding-up of the company for the calls paid, or, if the company had not been wound up, to bring an action for the recovery of the calls. But he filed a bill to make the directors personally liable, and this, in the opinion of the Master of the Rolls, they could not be, unless each of them had been guilty of a distinct fraud. There had been no fraud in the case, in the opinion of the judges before whom the matter of the company had come, and if there had been, it would have been necessary for the plaintiff, as the Vice-Chancellor Wood showed in *Henderson* v. *Lacon*, to prove that the directors had severally been privy to it. *Stewart* v. *Austin* (15 W. R. 112), which was decided on demurrer, establishes that variance between the prospectus and memorandum enables a man to have his name taken off the register, but does not, if fraud be not proved, entitle him to maintain a suit for the recovery of his money against the directors personally, instead of bringing his action against the company. In these, as in all other suits to recover money, it is personal misconduct or fraud alone that confers the title to relief against the defendants.

CONDITIONS OF SALE—RIGHT TO RESCIND.

Mawson v. *Fletcher*, M.R., 18 W. R. 798.

It was said by Lord Cairns in *Duddell* v. *Simpson* (15 W. R. 115, L. R. 2 Ch. 102) that under the usual condition of sale, that, if the purchaser shall insist upon any requisition or objection, which the vendor shall be unable or unwilling to remove, the vendor may annul the sale, there are four matters which must concur, before there can be a right to give notice to rescind the contract. First, there must be an objection *to the title*; secondly, there must be an inability or unwillingness on the part of the vendor to remove that objection; thirdly, there must be a communication to the purchaser of the existence of this inability or unwillingness; and, fourthly, there must be an insisting by the purchaser on his objection, notwithstanding this communication. In *Mawson* v. *Fletcher* the objection was, that the minerals under a small part of the property did not belong to the vendor, but to someone else. This was properly an objection to the title, which the vendor, either from inability or unwillingness, did not remove, and as it was insisted on, the purchaser gave notice rescinding the contract. It is, of course, an objection to the title that the rights of third parties are involved. This rescission of the contract was held to be a complete defence to a suit for specific performance, with an abatement for the minerals in question, instituted by the purchaser. A mere misdescription may be the subject of compensation; and where the extent of the vendor's interest is unintentionally misdescribed the purchaser may be compelled to take the property with an abatement (*Hoy* v. *Smithies*, 22 Beav. 510). Where, however, the objection is to title, *Duddell* v. *Simpson* and the present case clearly establish that the vendor is at liberty, under the above condition, to rescind, although the purchaser offers to complete on an abatement being allowed.

LIABILITY OF SEPARATE ESTATE.

McHenry v. *Davies*, M.R., 18 W. R. 855.

Though a married woman cannot bind herself personally, it has never been disputed that she can bind her separate estate. The separate estate of a married woman is bound by her general pecuniary engagements (*Hulme* v. *Tenant*, 1 Bro. C. C. 16), provided it appear that such engagements were made with reference to and upon the faith or credit of that estate (*Johnson* v. *Gallagher*, 9 W. R. 506, 3 D. F. J. 494); and whether they were so made or not is a question to be decided by the Court upon the circumstances of the particular case. If the circumstances under which a married woman enters into a pecuniary engagement are such as to tend to the conclusion that she was contracting not for her husband, but for herself, in respect of her separate estate, that separate

estate will be liable to satisfy the obligation. Thus, where a married woman, having separate estate, contracted to take shares in a joint stock company, which was afterwards wound up, the Court, being of opinion that such contract was entered into upon the credit of her separate estate, and that the deed of settlement did not exclude married women from being shareholders so as to bind their separate estate, placed the married woman on the list of contributories in her own name, so as to bind her separate estate (*Mrs. Matthewman's case*, 15 W. R. 146, L. R. 2 Eq. 781). And where a married woman, living separate from her husband, entered into a contract, for specific performance of which a bill was filed against her, the Court of Appeal (Lord Hatherley and Lord Justice Giffard) thought that the circumstance of living separate from her husband was at once a strong reason for saying that, in making the contract, she intended to bind that property, out of which alone she could pay that which she contracted to pay (*Picard* v. *Hine*, 18 W. R. 178, L. R. 5 Ch. 274). It might be different where a married woman was living with her husband (*Johnson* v. *Gallagher*, *ubi sup.*) as the presumption that she acted as the agent of her husband would then arise and have to be displaced before the creditor could enforce his equity against her separate estate. This leads us to consider *McHenry* v. *Davies*. A lady not separated from her husband in the ordinary sense of the word, but residing alone at Paris and having a banker's account of her own, draws a cheque and endorses a bill of exchange for the purpose of enabling her agent to raise money. The bill and cheque are cashed by a banker at Paris, and are dishonoured. The Master of the Rolls held that she was bound to made good the amount out of her separate estate irrespective of any equities between herself and her agent. She had acted like a *feme sole*, and allowed those with whom she had dealings to suppose that she was a *feme sole*, and could not afterwards be heard to say that she was a married woman in order to escape liability. If a *feme covert*, the Master of the Rolls said, employs an agent, and gives documents to him with her name on them for the express purpose of enabling him to raise money on the credit of her name, she is liable to make good out of her separate estate, to the person advancing money on the faith of her name, the amount so advanced. If she had given a bond, for example, we apprehend that the charge thereby created on her separate estate would have been subject to the equities between her and her agent. But the security given was a negotiable security, and given for the express purpose of raising money, so that she could not afterwards dispute her liability on the ground that the agent had not paid over to her the proceeds of the security given.

AGREEMENT NOT TO TRADE WITHIN CERTAIN LIMITS—BREACH BY DEFENDANT ACTING AS MANAGER.

Eales v. *Weaber*, V.C.J., 18 W. R. 993.

It was held in this case that an agreement, entered into upon the sale of a business, not to carry on the business, directly or indirectly, either alone, or in partnership with, or with the assistance of any person, was broken by the vendor carrying on the business as assistant or manager to a third party who supplied the stock-in-trade and the business premises, that amounting in the opinion of the Vice-Chancellor to carrying on the business with the assistance of another person. The case is distinguishable from *Allen* v. *Taylor* (18 W. R. 888) where the agreement was that the vendor would not carry on the trade of a rag dealer during a particular term, either in his own name or that of any other person in the town of Nottingham; and a motion to restrain him from acting as manager of a third party's rag business in that town was refused, on the ground that the agreement did not meet the case, the right to act as the agent of another not being excluded, as in the former case. *Allen* v. *Taylor* resembled *Clarke* v. *Watkins* (11 W. R. 319), where the defendant agreed to serve the plaintiff in his business as a chemist, and that he would not himself carry on the same trade within certain limits. The bill was filed to restrain him from acting as agent for another firm within the limits, and the Lords Justices refused to restrain him from so doing; the Lord Justice Knight Bruce, however, only saying that at that stage of the suit no injunction could be granted. There can be no doubt that both in *Clarke* v. *Watkins* and *Allen* v. *Taylor* the spirit, if not the letter, of the respective agreements was violated. But the letter of the agreement ought to have been so framed as to cover the case of the defendant acting as manager.

COMMON LAW.

CAUSA REMOTA AND CAUSA PROXIMA—NEGLIGENCE—DAMAGES.

The Lords, &c., of Romney Marsh v. *Corporation of Trinity House*, Ex., 18 W. R. 869.

This case is likely to cause some misapprehension if it is not carefully read. The action was for damage done to a sea-wall of the plaintiffs by a vessel of the defendants. The vessel, through the negligence of the crew, struck the ground near the plaintiff's wall, and the wind and tide then carried her against the wall and injured it. The vessel continued bumping against and damaging the wall for several days. Finally it was sold by the defendants and broken up. After the vessel struck the wall she could not have been prevented from continuing to injure the wall, except by breaking her up. To have broken up the vessel at once would have caused the destruction of property on board her that was in fact saved. The defendants were not guilty of any negligence in the management of the vessel after she struck the wall, unless the omission to break her up at once was negligence.

The plaintiffs alleged two distinct grounds of claim in their declaration—(1) that the defendants so negligently navigated their vessel, that it was thereby driven against the plaintiffs' wall and damaged it; (2), that the defendants' vessel, having been driven against the defendants' wall by stress of weather, the defendants so negligently managed her while against the sea-wall that she thereby damaged the sea-wall. These two causes of action are quite distinct. The first is for the damage caused by the consequences of the negligent navigation of the vessel before she struck. The second is for the consequences of the negligent management of the vessel after she struck. The second count admits that the vessel was first driven against the sea-wall by perils of the seas, and not by the negligence of the crew. If the Court were of opinion that the defendants were liable for all or any part of the damage, the plaintiffs were to recover £93. There was no question therefore of the amount or measure of damages. The Court decided that the plaintiffs were entitled to recover under the first count, on the ground that "the immediate effect of the negligence was to put the vessel into such a condition that it must necessarily and inevitably be impelled in whatever direction the wind and tide were giving at the moment to the sea, and this was directly upon and towards the plaintiff's wall." On the second claim the Court held that the defendants were not entitled to recover, as there is no principle of law which would compel a shipowner, in the position of the defendants, to destroy his property to save that of others. There was, as we said, no question as to damages, and the judgment does not deal with the question. It is necessary, however, to notice that the case by no means decides that the plaintiffs were not entitled to recover for the damage done by the vessel striking against the wall each tide during the time between the first collision and the day on which she was sold by the defendants. The decision is that if the vessel was first carried against the wall *without negligence*, the defendants were not liable for

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damage which could only have been prevented by breaking up the vessel. That is, that the mere fact of not breaking up the vessel until after all the defendants' property was saved was no negligence. It was also held, however, that the first collision was in fact caused by the defendants' negligence, and therefore it seems that the plaintiffs were entitled to recover for all the damage done by the vessel both by the first collision and subsequently, and probably the plaintiffs did recover for this damage, although it is not stated of what items the sum of £93 was made up. The result of the case therefore seems to be that the plaintiffs were not entitled to anything under their second count, but that under the first count they were entitled to recover all that was claimed under both counts. Lastly, it must be remembered that the case does not decide that under no circumstances would it be negligence to leave a vessel bumping against a sea-wall and injuring it (even where the damage could only be stopped by breaking up the vessel), but only that, under the facts of this case, the vessel was not so left as to amount to negligence by its owners.

REVIEWS.

Early Sketches of Eminent Persons. By JAMES WHITESIDE (now Lord Chief Justice of Ireland). Edited, with Notes, by WILLIAM DWYER FERGUSON, LL.D. Dublin: Hodges & Co. 1870.

It has become a common practice now-a-days, as soon as a man has attained to eminence in any department of life, to collect and publish every scrap he has ever written in his life; but it is a custom more honoured in the breach than in the observance. Slight magazine sketches, written for the moment and never intended to be permanently preserved (and Chief Justice Whiteside's sketches are of this class), do not acquire any new value by reason of their author subsequently attaining to eminence. The world would not have been much the poorer, nor Chief Justice Whiteside's reputation much the less, if this book had remained unpublished.

The papers, however, here collected are readable enough. They took little labour, we fancy, in the writing, and they cost little in the reading. The papers on political personages, such as those on Lord Grey and Sir James Mackintosh, are of a very trivial character. Those to which the reader will turn with most interest are those in which one who was destined himself to attain rare eminence as a forensic orator gives us the impressions made upon him when a student by the principal leaders of the bar at that time. Of the English portraits probably the most satisfactory is that of Denman. Scarlett's style of speaking, and the source and means of his extraordinary success at nisi prius, are effectively described. But the writer appears to us to have, on the whole, underrated Scarlett's powers. And the editor, in his supplementary note, certainly most unduly depreciates his judicial qualities.

The Irish sketches are more valuable than the English. Those of Peter Burrowes and Mr. Justice Burton will be read with interest, because they give some account, if not a very comprehensive one, of two men who deserve to be better known than they are.

The best paper in the book is the last, "The Irish Exchequer as it was in 1829." It must have been a curious court. Here are two charges to juries of Lord Guillamore, the then Lord Chief Baron: "On the trial of a criminal for stealing stockings several witnesses deposed to his good character; after which his Lordship charged the jury in this concise and rather comic strain—'Gentlemen of the jury, here is a most respectable young man, with an excellent character, who has stolen twelve pairs of stockings, and you will find accordingly.'"

"Upon the trial of a recent action for debt, to which the defendant had pleaded as a set-off a promissory note of somewhat long standing, and an old broken-down gig, with which he had furnished the plaintiff, the following charge was spoken, with infinite gravity, by the learned Chief Baron:—'Gentlemen of the jury, this is an action for debt, to which the defendant has pleaded as a set-off two things—a promissory note, which has a long time to run, and a gig, which has but a short time to run. The case seems clear. You may find for the plaintiff.'"

The following sketch of an important functionary of the court is perhaps the best thing in the book:—"A few moments before the Chief Baron, slowly, but authoritatively, the crier ascends the steps of the court, and in an instant quells any squabbles for places which may have arisen; then, entering his commodious box, placed exactly opposite Charley Fleetwood's, these two luminaries of the Court of Exchequer appear in astronomical conjunction. The Chief arrives—the trial begins—the crowd gathers—the passages are choked up—the barristers impeded; then begins the crier to exert his authority in a voice which would have silenced his celebrated predecessor of the Roman forum, and which sometimes discomposes the gravity even of Charley Fleetwood himself:—'Make way there for the gentlemen of the bar; make way, I say, for King's counsel. So, you'll not make way? Tipstaff, where are you? Do your duty. Call the sheriffs. Bailiffs, take *them* scheming fellows into custody.' Meantime, the progress of the trial is arrested, as it is utterly impossible that even Daniel O'Connell could be heard while this storm lasts. The Chief Baron sits most composedly; never interrupting or correcting his crier, for whose invectives he has a peculiar relish. The crier, if not promptly obeyed, rises in his wrath, and rather unceremoniously accosting the doubtful characters by whom he is surrounded, vociferates, 'Go home, you loungers; you idle, scheming, skulking fellows, have you nothing to do? Have you no business to mind? What brings you here? What do you want with law, and what do you know about it? Gentlemen, take care of your pockets.' After this burst subsides the trial is resumed."

To one accustomed to English courts of justice this account will seem almost incredible, for it seems to suggest that in Irish courts there are officers who really try to keep the passages clear, and secure access to the court for those whose business calls them there! But Ireland is a strange country.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT.)

Aug. 31. — *In re The O'Donoghue*, M.P.

This was a first meeting for proof of debts and appointment of trustee and inspectors. Adjudication of bankruptcy was made in this case on the 9th inst, on the petition of Mr. J. R. A. Wallinger, of Brussels, late of Clarendon-road, Bayswater, gentleman. The bankrupt is member of Parliament for Tralee. He is described in the proceedings as "Daniel the O'Donoghue, member of Parliament, of No. 3, St. James's-street, Pall-mall, in the county of Middlesex, of no occupation." The claim of the petitioning creditor arose upon a judgment recovered on the 22nd March, 1870, the action being brought on a bill of exchange for £130, dated the 22nd June, 1863, payable at one month, drawn by Josiah Erck upon the bankrupt, and endorsed by him to Mr. Wallinger. The amount claimed under the summons issued in this court on behalf of the petitioning creditor appears to be £185 18s. 7d.

Proofs to the amount of about £700 having been tendered and admitted,

Mr. T. Plews, who represented the bankrupt, said that as the meeting was now duly constituted, three or four creditors being present personally or by proxy, he desired to make a short statement on behalf of the O'Donoghue for the purpose of explaining his position. The bankrupt had been in Ireland pending the present proceedings until the last three or four days, a strong impression being entertained that a person who had his legal domicile in Ireland and only stayed in this country at intervals in order that he might discharge an important public duty was not amenable to bankruptcy proceedings in England; and this question would have to be determined. However, the O'Donoghue felt that it would be more becoming on his part to meet his creditors here, and he would submit as soon as possible a full and true statement of his affairs. It was also his intention to make a proposal which he believed would be for the interest of his creditors and meet with their approval. Some further information was required from Ireland and upon that being obtained the necessary accounts would be furnished. The creditors would probably be asked, towards the end of October, to accept a proposal by the bankrupt and consent to the annulling of the bankruptcy.

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Mr. Vallance, as representing creditors, expressed his satisfaction at the statement made by Mr. Plews, and he had no doubt that they would assent to a reasonable arrangement. His clients had no hostile feeling towards the bankrupt; indeed, some of them regretted that the bankruptcy should have occurred.

The REGISTRAR.—The Court must assume that the creditors will be prepared to entertain a satisfactory proposal. The course adopted by the bankrupt is creditable to him, and his proposal will, no doubt, receive a favourable consideration.

Mr. Davis, on behalf of creditors, said he disapproved of the proceedings instituted in this Court, and would be ready to accede to the bankrupt's proposal.

Mr. Registrar HAZLITT thought the bankrupt had acted very fairly, and the creditors would no doubt meet him in a similar spirit. Bankruptcy under such circumstances was no disgrace, but the sooner a satisfactory arrangement was made the better.

Mr. Croysdill, public accountant, Old Jewry Chambers, was then nominated as trustee. No committee of inspection was appointed.

The O'Donoghue was in attendance, but no examination took place. His debts, due principally to creditors resident in London, are supposed not to exceed £3,000. The sitting for public examination was fixed for the 19th of November.

APPOINTMENTS.

Mr. CHARLES S. C. BOWEN, barrister-at-law, of the Western Circuit, has been appointed Revising Barrister for the southern division of Wiltshire. Mr. Bowen was called to the bar at Lincoln's-inn in January, 1861.

Mr. J. H. TILLY, of the firm of Tilly & Thomas, Public Accountants, 1, Circus-place, has been appointed by Vice-Chancellor Bacon, Official Liquidator of the Vale of Rheidol Silver Lead Mining Company, the Santa Clara Silver Lead Mining Company, and the Lisburne Consols Silver Lead Mining Company.

Mr. CHARLES DIVER, of Great Yarmouth, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

Sir,—In your article upon the Act to "facilitate the arrest of absconding debtors," you refer to the Debtors Act of 1869 as if it continued the broad power which existed previous to that Act of arresting an absconding debtor after an action has been commenced. I would point out that section 6 of that Act only gives a power to arrest where the absence of the defendant will materially prejudice the plaintiff in the *prosecution of his action*. I understand this to mean that if the plaintiff can show that the defendant's absence will make it more difficult for him to prove his case (for example, if he *bonâ fide* requires the defendant's evidence, or to obtain from him an affidavit of discovery), he is entitled to apply for an order, but that otherwise he cannot do so. In fact, he may arrest the defendant to compel him to make out his case, but, if his case is clear without the defendant, the latter cannot be prevented from leaving the country. Can a greater anomaly and absurdity exist?

I am not aware that the point has ever been decided by any court, but I believe the decisions at chambers have been to the above effect, and I cannot see how any other view can be entertained, the words of the section being clear.

The Act just passed will not be of much service. The particulars which have to be delivered, and the demands which have to be made, before a summons can be issued, will frighten the debtor away in most cases. In the county court here the judges require that the demands shall be made on separate days, and there must therefore be a delay of at least three days after the attorney is instructed before an order can be obtained. Inasmuch as steamers leave here for America nearly every day, and for other places as often, while Ireland and Scotland and the Isle of Man are delightfully easy of access; and inasmuch also as debtors in this part of the world are exceedingly wide awake, you may almost as well attempt to put salt on a bird's tail as to catch any absconding debtor in Liverpool in the present state of the law. In less lively districts, perhaps, some use may be made of the new Act.

The old Absconding Debtors Act answered very well. I have frequently arrested debtors under it within two or three hours after receiving instructions, sometimes after they were on board the steamer, and were just about to sail, and by this means debts to the amount of many thousands of pounds recoverable in no other way may have been made good.

The repeal of practically all arrest for debt in 1869 was made principally on the motion of the various chambers of commerce of the country; and the present Act has been passed at the instance of commercial men who have found to their dismay when they wanted to get something out of an absconding debtor what the chambers of commerce had done. But the new Act is almost useless; and as the law stands at present, I may, owing you £1,000, look in to wish you good-bye on my way to the steamer, informing you of my retirement, with that very sum in my pocket, to the far west, and of my sincere intention never to repay a farthing of the money; and you must grin and bear it as you may.

G. H.

Liverpool, Sept. 1.

[Our correspondent's construction of the Debtors Act is probably correct, and it is not at all inconsistent with our remarks (*ante* p. 861). We were speaking with reference to the time at which, not the purposes for which, an absconding debtor might be arrested. That the working of the new Act will be what our correspondent fears is but too probable. But only experience can absolutely decide the question.—ED. S. J.]

OBITUARY.

MR. T. PARSONS.

The death of Mr. Thomas Parsons, barrister-at-law, took place at Melbourne on the 31st of May, in the sixty-third year of his age. The late Mr. Parsons was called to the bar at Gray's-inn in January, 1841, and formerly practised as a conveyancer and equity draughtsman. He emigrated to Melbourne about ten years ago.

MR. G. B. TOWNSEND.

Mr. George Barnard Townsend, solicitor, of Westminster and Salisbury, expired suddenly at Mudeford, near Christchurch, Hants, on the 29th August. For some years past Mr. Townsend resided chiefly in London, but during the summer months his family occupied Gundimore House, at Mudeford. While returning from an angling excursion, in company with his brother (a barrister), Mr. Townsend suddenly fell backwards, and died almost immediately. The late Mr. Townsend, who was certificated in Trinity Term, 1837, was the principal in the legal firm of Townsend, Lee, & Houseman, which has a large business as Parliamentary and railway agents.

COURT OF BANKRUPTCY.—It is stated that Mr. Hamer Hatton Stansfeld, one of the official assignees attached to the Court of the late Mr. Commissioner Fonblanque, and since discharging the duties of provisional assignee under the old insolvencies, has retired on his full allowance. During the present vacation, and up to November next, the registrars will act as Chief Judge in bankruptcy in rotation, and the senior registrar will dispose of all motions and applications in pending bankruptcies. Mr. J. F. Miller, the chief registrar, has retired, after twenty-seven years' service, on the full allowance of £2,000 per annum.

LEEDS BANKRUPTCY COURT.—A recent *London Gazette* contains a notice from the Lord Chancellor, ordering that all the business still pending in the Leeds District Court of Bankruptcy, and in the sub-districts of Hull and Sheffield, if not disposed of by the 30th of September next, shall be transferred to the county courts at Leeds, Hull, and Sheffield respectively, according to the bankruptcy court in which such business was pending on the 31st December last; and all property in the bankruptcies now vested in Mr. G. Young, the official assignee, shall be transferred on the 30th of September to the respective registrars of the county courts to which the business of the bankruptcies shall be transferred, to whom also shall be transferred all the books, papers, documents, and money belonging to the respective bankruptcies.

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THE AMERICAN LAW COURTS.

There are in each State of the Union two sets of Courts, the one belonging to and administering the laws of the particular State, the other belonging to and administering the law of the United States. The latter are called District Courts, and they have cognisance of all suits to which the United States are party, or in which different states are plaintiffs and defendants, and they have extensive admiralty and maritime jurisdiction; they have also cognisance of all crimes committed against the United States. Thus, if a letter is stolen from the Post-office, as the department is under Government, the offender is tried in one of the District Courts. Besides these, there are Circuit Courts established by Congress in the ten Circuits into which the United States have been divided, and their chief duty is to enforce obligations of the people of the United States in their national character, or which result from the laws passed by Congress. But many of the District Courts have been clothed with Circuit Court powers, and the system is too technical and complicated for explanation here. I need not say that amongst the judges, advocates, and juries, there are to be found some of the ablest men who have ever adorned the profession; but I will only speak of a few peculiarities which struck me. In the first place, there is no legal costume, not even a gown; and this, I think, is a mistake. No sane people would think of introducing our wigs, which, I believe, astonished the Japanese when they were here more than anything else they saw in England; but an appropriate dress would add dignity and respect to the bench and the bar. There is certainly in some of the Courts a want of what we should think proper decorum. At Chicago I listened for some time to a trial where the question was as to the right of the plaintiff to what, in the Illinois law, is called a mechanic's lien. The subject in dispute was dull enough, but the scene was amusing. When I entered the Courts people were smoking *ad libitum*; but this was during an adjournment, and when the trial was resumed the judge said that they must put out their cigars. The jury sat on rows of chairs, in front of which was a low iron bar; and the counsel, in addressing them, walked backwards and forwards, over and anon spitting vehemently. One of them frequently declared that his learned friend had got into a "pretty tight fix," and this accounted for the weakness of his argument. In the meantime the judge, whose observations showed that he was an acute lawyer, descended from his seat, and talked with some of the bystanders—I was going to say he joked, but he looked much too dyspeptic for that. In Philadelphia I once heard an advocate, who was interrupted by a judge, address him with great earnestness as "my dear sir!" Public officers in the United States, from the President downwards, are underpaid, and the judges are no exception to the rule. Their salaries are quite inadequate to their station; and I met one day at dinner a distinguished and able judge, who was just leaving the bench to resume his practice at the bar, for the avowed reason that he wanted a better income for his family. This is a great evil; but a worse one is that of choosing the judges by popular election, and "running" the candidates, as if they were striving for a political office. I think that in Philadelphia this system is discontinued, and it ought to be abolished everywhere.—*Impressions of America*, by W. Forsyth, Q.C.

By the death of Sir Thomas Montgomery Cuninghame, of Corshill, Ayrshire, which took place in London on the 30th August, his son Lieutenant-Colonel William James Cuninghame, V.C., commandant of the Inns of Court Volunteer Corps, becomes a baronet.

A New Legal Peer.—The Hon. William Brodrick, M.P., barrister-at-law, has become a peer by the death of his father, the Very Rev. Viscount Midleton. The new peer was born on the 6th January, 1830. He was educated at Balliol College, Oxford, where he graduated B.A. in 1851, but did not proceed to the degree of M.A. till 1861. He was called to the bar at Lincoln's Inn on the 17th November, 1855, and has practised on the Home Circuit as an equity draughtsman and conveyancer. Viscount Midleton, who is a magistrate and deputy-lieutenant for Surrey, unsuccessfully contested the representation of the eastern division of that county in 1865, but in December, 1868, was elected for Mid-Surrey. Viscount Midleton married, on the 25th October, 1853, Augusta Mary, third daughter of the Right Hon. Sir Thomas Fremantle, Bart., by which lady he has a family of two sons and four daughters. The Hon. G. C. Brodrick, barrister-at-law, of the Western Circuit, is a brother of the new peer.

LEGAL RESTRICTIONS ON ATTORNEYS' CHARGES.

By the seventh section of the new pension law the fee of an agent or attorney prosecuting a claim for bounty land is limited to 25 dols., and by the eighth section he is rendered liable to 500 dols. fine, and five years' imprisonment, if he should receive or contract to receive a greater sum. This penal provision is consistent with the previous legislation of Congress upon the subject of the relation of attorney and client in the matter of pension and bounty applications. The honourable gentlemen who have charge of the drafting of pension laws seem to think that service in the United States army renders a man, as well as his heirs, totally incompetent to enter into an ordinary contract for the collection of the amount designated by law as the reward of military labours. We suppose that occasionally cases have occurred in which claim agents have charged unreasonable sums for the duties performed by them in the adjustment of soldiers' claims, but we do not believe the evil ever reached such a point as to demand the passage of a law of the character mentioned. And, even allowing the charges of attorneys in the claim business to have been uniformly excessive, there is no justice in an enactment declaring that the taking of an exorbitant fee is a crime, which shall consign its perpetrator to a long imprisonment. Laws of such a character are both wicked and foolish. They are wicked, because they punish, with undue severity, a trifling fault, and tend thereby to confuse men's ideas of right and wrong. They are foolish, because their severity prevents them from being carried out, and men do not hesitate to disobey them. They are an injury to the very class they are designed to protect, by compelling them to pay not only the value of the labour performed for them, but an extra premium to compensate for the rise of breaking the law. Claim agents will not attend to difficult cases for the statute fee. If they charge more there is danger, and they cannot face that danger without remuneration. Consequently, the claimant must pay a much larger sum than would be required if no law existed. Some people pretend that these laws regarding attorneys' fees are unconstitutional, and that the commissioner of pensions is not anxious to have the United States Supreme Court pass upon them. How that may be we do not know; but we do not remember that any Washington attorney has ever been tried for violating these laws, although we are told that during the eight years last past they have been constantly disregarded by persons practising before the departments.—*Albany Law Journal.*

Legal Candidates for Parliament.—Mr. Commissioner Kerr, Judge of the London Court, and Mr. Douglas Straight, barrister-at-law, of the Home Circuit, are candidates for the representation of Shrewsbury, which has become vacant by the death of Mr. W. J. Clement—the former in the Liberal and the latter in the Conservative interest. Sir Richard Baggallay, Q.C., who was formerly M.P. for Hereford, and was Solicitor-General for a few weeks at the close of Mr. Disraeli's administration in 1868, is the Conservative candidate for Mid-Surrey, which seat has become vacant by the elevation of the Hon. W. Brodrick to the House of Peers by the demise of his father, Viscount Midleton.

Legal Staff of the House of Commons.—It is affirmed that Sir Denis Le Marchant, who has been clerk to the House of Commons since 1850, will retire before the next session of Parliament. Sir Denis, who was called to the bar at Lincoln's-inn in 1822, began his public career as principal secretary to Lord Chancellor Brougham in 1830, and was appointed clerk to the Crown in Chancery in 1834. From 1836 to 1850 he filled the office of secretary to the Board of Trade, secretary to the Treasury, and under-secretary in the Home Department, and in 1850 became clerk to the House of Commons. The salary of the office is £2,000 per annum, and the patronage vests with the Crown. It is believed that Sir Erskine May, barrister-at-law, who has been assistant-clerk to the House of Commons since 1856, will succeed Sir Denis, and that Mr. Palgrave will succeed Sir Erskine as first clerk assistant, with a salary of £1,750. Mr. Postlethwaite, principal clerk of the Journal Office, whose salary is £1,000, also retires, and will be succeeded, it is presumed, by Mr. Bull.

At the recent commencement of the law department of the University of Chicago, the degree of *Bachelor* of Laws was conferred upon Mrs. Ada H. Kepley, who had pursued the regular course of studies, and had passed a very creditable examination. The *Legal News* informs us that "there was some question with the college authorities as to the proper wording of the degree conferred upon Mrs. Kepley. It was stated that it could not be *Maid* of Laws, as she possessed a '*married dis-*

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ability,' in the shape of a husband." The progressive spirit of the female portion of the nineteenth century is rather tough on the English language. Not content with having it settled that "he," "his," and "him," relate to the feminine gender, or with having a New York firm of female brokers called "bulls," the grave authorities of the University of Chicago demonstrate to us that a woman, and a married woman at that, may be a *bachelor*. While we believe that "bachelor" is more honoured in the *breeches* than in the present observance, we are not disposed to appeal to the ghost of Webster or Worcester. We accept the fact, and sincerely hope that the Supreme Court of Illinois will do the same, and find some means of giving the statute such a liberal construction as to admit the fair bachelor into the bosom of the bar.—*Albany Law Journal.*

The conference committee of the United States Senate and House on the appropriation bill has abandoned the amendments made by the Senate, increasing the salary of the judiciary. While hundreds of thousands are squandered annually on all sorts of chimerical schemes; while our prudent legislators legislate to themselves munificent salaries, and cling to their franking privileges with the tenacity of leeches, the highest judicial officers in the country are left with salaries hardly adequate to compensate a police justice.—*Albany Law Journal.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 2, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92	Annuities, April, '85
Ditto for Account, Oct. 4, 92⅛	Do. (Red Sea T.) Aug. 1904
3 per Cent. Reduced 90¼ xd	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90¼ x d	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 107
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent. July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	73
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	34½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	119½
Stock	Do., A Stock*	100	129½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	68
Stock	Lancashire and Yorkshire	100	108
Stock	London, Brighton, and South Coast	100	39
Stock	London, Chatham, and Dover	100	12
Stock	London and North-Western	100	125
Stock	London and South-Western	100	85
Stock	Manchester, Sheffield, and Lincoln	100	41
Stock	Metropolitan	100	63½
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	32½
Stock	North London	100	117
Stock	North Staffordshire	100	57
Stock	South Devon	100	46
Stock	South-Eastern	100	68½
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There have been few features to record in the markets for securities during the past week. The public funds have undergone but few fluctuations, and during the last day or two increased steadiness has been manifested. The demand for discount is very limited, and the glut of money very great and increasing. On Thursday the Bank rate of discount was again reduced to 3½ per cent., a movement which had been fully anticipated.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 30.—By Messrs. DEBENHAM, TEWSON, & Co.

A freehold ground rent of £19 per annum, secured on 13 houses in William-street, Devonshire-road, Chiswick. Sold £365.

Also, a freehold shop and residence, being No. 6, Old Ford-road, near Victoria-park. Sold £300.

Also, a house and shop, No. 107, Ebury-street, Pimlico, term 52 years, ground rent 6 guineas, and let at £70 per annum. Sold £950.

Also, a residence, No. 3, Brunswick-row, Bloomsbury, term 84 years, ground rent £6, let at £45. Sold 455.

Also, No. 4, ditto, held as above. Sold £375.

Also, No. 19, Berwick-street, Soho, term 9 years, at a rental of £52 per annum. Sold £190.

Also, No. 7, Temple-street, Southwark, term 11 years, ground rent £2 5s., and let at £24 per annum. Sold £90.

By Mr. HENRY CRAWTER.

A freehold residence, No. 92, High-street, Guildford, let for an unexpired term of 34 years, at the nominal rent of £1 10s. per annum; also, a roomy yard, shed, office, &c., let at £18 per annum. Sold £550.

By Messrs. VIGERS.

A freehold residence in Norwood-lane, known as Crockwell-house, and garden. Sold £800.

Also, a ditto, ditto, known as Stanhope-lodge. Sold £1,300.

Also, a ditto, ditto, known as No. 1, The Limes. Sold £900.

Also, No. 6, Foley-street, Cleveland-street, a profit rent of £40 per annum, for a term of 34 years. Sold £400.

Also, a profit rent of £28 per annum for 26 years, upon No 34, Newman-street, Oxford-street. Sold £260.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

NISBET—On Sept. 1, at No. 28, Priory-road, Kilburn, the wife of Harry Curtis Nisbet, Esq., of a daughter.

MARRIAGES.

BRANSON—SCHWABE—On Aug. 25, at the parish church of Bickley, George Edward Branson, Esq., solicitor, to Juliet only daughter of Hermann M. Schwabe, Esq., of Chislehurst.

CHESTER—SANGER—On Aug. 25, at St. Bartholomew's, St. Pancras, London, John Chester, Esq., of 5, Old-square, Lincoln's-inn, barrister-at-law, to Lilly Lawrence, daughter of the late William Sanger, Esq., of Essex-court, Temple.

MASON—BROWN—On Aug. 27, at All Saint's Church, Ascot-heath, Thomas Johnson Mason, solicitor, Louth, Lincolnshire, to Maria Louisa, daughter of W. Barr Brown, Esq., Ascot-heath.

ROYLE—AMBLER—On Aug. 26, at St. James's, Piccadilly, William Royle, of No. 23, Brunswick-gardens, Kensington, solicitor, to Honor, only daughter of the late Joseph Ambler, Esq.

TATHAM—WEBB—On Aug. 30, at All Saints' Church, Notting-hill, Percy Charles French Tatham, Esq., of Doctors'-commons, to Alice Elizabeth, youngest daughter of Edward Brainerd Webb, Esq., C.E., &c., of Great George-street, Westminster.

DEATHS.

DAVIES—On Aug. 23, at 40, Stock Orchard-crescent, Holloway, Thomas Davies, Esq., solicitor, 38, Moorgate-street, aged 53.

DEAN—On Aug. 30, at 43, Wigmore-street, Cavendish-square, Mr. Ellis Dean, solicitor, aged 30.

FOARD—On Wednesday, Aug. 31, at Kingston, Edith Grace, the beloved wife of James T. Foard, Esq., barrister-at-law, aged 31.

POWELL—On Aug. 28, at Chichester, James Powell, jun., Esq., solicitor, in the 46th year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Aug. 30, 1870.

LIMITED IN CHANCERY.

Green Bank Mill Company (Limited).—Petition for winding up, presented Aug 24, directed to be heard before Vice-Chancellor Bacon on Sept 8, at 1, at the Barrington Arms Inn, Shrivenham, Berks. Edwards & Co, Ely-place, Holborn, for Terry & Co, Cleckheaton, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Aug. 26, 1870.

Freshford Friendly Society, Golden Lion Inn, Freshford, Somerset. August 23.

Stonedredgers' Friendly Society, Butt and Oyster Inn, Pinmill, Chelmondiston, Suffolk. August 23.

TUESDAY, Aug. 30, 1870.

Caerwys Friendly Society, National School, Caerwys, Flint. Aug. 25.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 26, 1870.

Rooke, Jenevera, Potterne, Wilts, Widow. Oct 10. Grant v Lewis, V.C. Stuart. Wittey, Devizes.

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Rooke, Wm, Potterne, Wilts, Yeoman. Oct 10. Grant v Wittey, V.C. Stuart. Wittey, Devizes.
Simpson, Chas Cofield, Mount-st, Grosvenor-sq, Surgeon-Dentist. Sept 1. Simpson v Simpson, V.C. Malins. Pamphilon, John-st, Adelphi.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 26, 1870.

Baldry, Fras, Athelington, Suffolk, Farmer. Nov 1. Clubbe, Framlingham.
Browne, Fras Anne Rowlls, Kildare-ter, Westbourne-park, Widow. Sept 29. Edwards, Lincoln's-inn-fields.
Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisbrough.
Cox, Richard Hy, Llangalelach, Glamorgan, Esq. Oct 15. Travers & Co, Throgmorton-st.
Creswell, Thos, Gotherington, Gloucester, Farmer. Sept 29. Griffiths, Cheltenham.
Hartness, Wm John, Cockermouth, Cumberland, Innkeeper. Sept 30. Hayton & Simpson, Cockermouth.
Hutley, Wm, Witham, Essex, Farmer. Sept 29. Blood & Son, Witham.
James, John, Shebdon, Stafford, Shoe Maker. Oct 1. Heane, Newport.
Law, Hy Compton, Holt, Wilts, Innkeeper. Sept 29. Shrapnell, Bradford.
Laidlaw, Mary Ann, Newcastle-upon-Tyne, Widow. Oct 25. Chartres & Youll, Newcastle-upon-Tyne.
Marshall, Hy, Cambridge, Gent. Nov 1. Crane, Cambridge.
Mealy, Rev Richard Ridgway Parry, Tanycoed, Anglesey. Sept 30. Foster, North Curry.
Proctor, Mary, Leamington Priors, Warwick, Widow. Oct 15. Field, Leamington Priors.
Proctor, Thos, Leamington Priors, Warwick, Lodging-house Keeper. Oct 15. Field, Leamington Priors.
Rivers, Chas Robert, Delhi, East Indies, Lieut. H. M. 75th Reg. of Foot. Sept 5. Bowker, Winchester.
Robinson, John Chadwick, Syston, Leicester, Surgeon. Nov 25. Woodcock, Leicester.
Walker, Wm Adam, Fulham-rd, Gent. Oct 1. Drake & Son, Cloak-lane, Cannon-st.
Wilkin, Edward, Duerdin-villas, Tollington-park, Gent. Sept 30. Blake & Snow, College-hill, Cannon-st.
Wilkinson, John, Alford, Lincoln, Yeoman. Oct 19. Walker & Co, Alford.

TUESDAY, Aug. 30, 1870.

Armitage, Geo, Crosland Moor, York, Mason. Oct 22. Sykes, Huddersfield.
Cooke, Chas Hy, Benwell-grove, Northumberland, Esq. Dec 1. Chater & Co, Newcastle-upon-Tyne.
Du Pre, Jas, Wilton Park, Bucks, Esq. Nov 1. Young & Co, Essex-st, Strand.
Duval, Julia, Clipston-st, Fitzroy-sq, Spinster. Oct 8. Birt, Southampton-st, Fitzroy-sq,
Fidoe, Joseph, Aston, Birm, Gent. Sept 30. Duke, Birm.
Gorton, Geo Edward, Bolton-le-Moors, Lancaster, Sharebroker. Nov 1. Raw, Furnival's-inn.
Horsey, John Haydon, Taunton, Somerset, Gent. Oct 1. Rossiter, Taunton.
Kerslake, Thos, Barmer, Norfolk, Esq. Nov 1. Gamlen, Gray's-inn-sq.
Michell, Edmund Rufus, Elgin-crescent, Kensington-park, Esq. Sept 29. Prior & Bigg, Southampton-bldgs, Chancery-lane.
Moorhead, Alex Jas, Fareham, Southampton, Esq. Sept 24. Goble, Fareham.
Nelson, Richard Reed, Dewsbury, York, Auctioneer. Oct 10. Scholefield & Oldroyd, Dewsbury.
Nichols, Sarah Ann, Streatham, Surrey, Spinster. Oct 21. Lilley, Trinity-st, Southwark.
Robinson, Mary, Murthwaite Green, Cumberland, Widow. Sept 21. Myers, Broughton-in-Furness.
Walker, Maria, Edgbaston, Birm, Spinster. Oct 23. Whateley & Whateley, Birm.
White, John Rowland, Southsea, Southampton, Esq. Oct 24. Goble, Fareham.
White, Thos, Dilston, Stafford, Chemist. Sept 31. Smith, Wolverhampton.

Bankrupts.

FRIDAY, Aug. 26, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allen, Geo Wm, Chalk Farm-rd, Haverstock-hill, China Dealer. Pet Aug 22. Murray. Sept 15 at 1.
Amos, Jas, Bunhill-row, Old-st, Metal Dealer. Pet Aug 24. Murray. Sept 22 at 12.
Brace, Alfd Thos, Red Lion-ct, Fleet-st, Bookseller. Pet Aug 19. Spring-Rice. Sept 8 at 1.
Cotterell, Saml, Halkin-pl, Belgrave-sq, Horse Dealer. Pet Aug 23. Hazlitt. Sept 19 at 12.
Harrison, Geo, Bedford-row, Holborn, Tracer of Pedigrees. Pet Aug 17. Spring-Rice. Sept 8 at 12.30.
Juch, Ernest, Crane-ct, Fleet-st, Journalist. Pet Aug 23. Hazlitt. Sept 19 at 11.
Liebich, Immanuel, Princes-sq, Kennington-pk-rd, Professor of Music. Pet Aug 24. Murray. Sept 22 at 11.
Murray, Eustace Clare Grenville, Brook-st, Grosvenor-sq, Newspaper Proprietor. Pet Aug 11. Spring-Rice. Sept 15 at 11.
Newton, Sussex, High-st, Kensington, Licensed Victualler. Pet Aug 22. Murray. Sept 15 at 1.
Wren, Geo, High Holborn, Paper Merchant. Pet Aug 24. Murray. Sept 19 at 1.

To Surrender in the Country.

Blackburn, Thos, Richd Holland Schofield, & Matilda Schofield, Lpool, Cotton Brokers. Pet Aug 24. Hime. Lpool, Sept 12 at 11.
Collett, Thos, Bridgewater, Somerset, Licensed Victualler. Pet Aug 23. Lovibond. Bridgewater, Sept 7 at 2.
Collier, Louis Francois, Nottingham, Lace Manufacturer. Pet Aug 22. Patchitt. Nottingham, Oct 7 at 12.
Gould, Thos, Deal, Kent, Licensed Victualler. Pet Aug 23. Callaway. Canterbury, Sept 14 at 2.
Green, Wm Collman, Leicester, Boot Manufacturer. Pet Aug 24. Ingram. Leicester, Sept 12 at 12.
Hardwick, Wm, Swindon, Wilts, Draper. Pet Aug 19. Townshend. Swindon, Sept 7 at 10.
James, Edmund, Walsall, Stafford, Bridle Cutter. Pet Aug 22. Clarke. Walsall, Sept 7 at 3.
Lloyd, Thos Howell, Llanfynydd, Carmarthen, Grocer. Pet Aug 8. Lloyd. Carmarthen, Sept 7 at 11.
Riste, Thos, Nottingham, Comm Agent. Pet Aug 21. Patchitt. Nottingham, Sept 9 at 12.
Statham, Geo, Hanley, Stafford, Jeweller. Pet Aug 22. Challinor. Hanley, Sept 10 at 11.

TUESDAY, Aug. 30, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chenu, Hy, Camden-rd, Watchmaker. Pet Aug 25. Hazlitt. Sept 22 at 1,
Fassi, Gerolamo, Gt St Helen's, Merchant. Pet Aug 20. Spring-Rice. Sept 12 at 12.30.
White, John, Gt St Andrew-st, Seven Dials, Ironmonger. Pet Aug 26. Murray. Sept 16 at 11.

To Surrender in the Country.

Cherry, Pim, Lpool, Cotton Broker. Pet Aug 26. Hime. Lpool, Sept 13 at 11.
Grace, Thos, Castleford, York, Grocer. Pet Aug 25. Mason. Wakefield, Sept 10 at 10.
Greenslade, John, Ideford, Devon, Miller. Pet Aug 25. Daw. Exeter, Sept 12 at 1.
Phillips, Matthew, Bedlington, Northumberland, Draper. Pet Aug 27. Mortimer. Newcastle, Sept 13 at 11.30.
Purden, Fras, Wolverhampton, Stafford, Licensed Victualler. Pet Aug 24. Brown. Wolverhampton, Sept 12 at 12.
Ray, Geo Robt, Dukinfield, Cheshire, Engineer. Pet Aug 25. Hall. Ashton-under-Lyne, Sept 28 at 12.
Sharp, Joseph, Leeds, Builder. Pet Aug 26. Marshall. Leeds, Sept 29 at 11.
Simpson, Dugald Cummings, & Collin Campbell Simpson, Lpool, Merchants. Pet Aug 25. Hime. Lpool, Oct 17 at 2.
Thomas, Jas, Narberth, Pembroke, General Draper. Pet Aug 27. Lloyd. Carmarthen, Sept 10 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 26, 1870.

Edwards, Chas, Hackney-rd, Fruiterer. Aug 23.
Hobart, Augustus Chas, Constantinople, Post Captain. Aug 23.

TUESDAY, Aug. 30, 1870.

Cole, Edwin Treeby, Bristol, Grocer. Aug 26.
Harnden, Hy, & Geo Wm Whiddon, Salcombe, Devon, Shipwrights. Aug 29.

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The Solicitors' Journal.

LONDON, SEPTEMBER 10, 1870.

THE PRESENT WAR between France and Germany has given rise to much discussion respecting the rights of belligerents, duties of neutrals, contraband of war, &c., &c., As yet, however, no question has been raised as to the right of a neutral to allow its subjects to lend money to one of the belligerents. It is clear that the neutral state cannot lend money to a belligerent without losing all right to be treated as a neutral. It has been said also that a neutral is under an additional duty to forbid the raising within its territories of loans for belligerents. With the constantly increasing numbers of combatants in modern war, and with the use of more and more elaborate war-materials of all kinds, belligerents require an ever-increasing amount of money, and gold is therefore becoming more than ever important in every war that is not very speedily terminated. Neither France nor Germany have yet been obliged to have recourse to foreign countries for loans, but if this war should unhappily continue one or both of them will probably endeavour to borrow on the London Stock Exchange for the support of the war. Would it be a breach of England's neutrality to allow such a loan to be brought out and subscribed for in London? There is not much authority upon the subject. There is one case (*De Wutz* v. *Hendricks*, 9 Moore, 486, 2 Bing. 314) which is often cited as an authority to show that it is illegal by English law to raise money in England for a belligerent at peace with this country. Without examining this decision in detail we may say that it does not in any way support this proposition. It is one of a sufficiently numerous class of cases which are constantly cited as authorities for propositions which they do *not* decide. Amongst writers on international law, there is but little to be found on this question. Phillimore (International Law, 3, 221), indeed, says that to allow the raising of loans for belligerents is contrary to international law; but his chief authorities for this view are *De Wutz* v. *Hendricks* and one of Milton's sonnets. Halleck (International Law, 526), takes the same view, and cites as his authority Phillimore and *De Wutz* v. *Hendricks*. Bluntschli (Das Moderne Volkerrecth, 768) also agrees with Phillimore, and cites (although he usually quotes no authorities) *De Wutz* v. *Hendricks*. Most of the other writers on international law omit all discussion of the question, probably because they consider that it falls within the general rule that neutrals are entitled to continue their trade just as if no war existed, subject only to the liability of capture at sea, and to the duty of preventing the sailing of armed ships from their ports.

The rule has been shortly but forcibly laid down by an Attorney-General of the United States, "that an enemy may come into the territory of a neutral power, and there purchase and thence remove any article whatsoever, even instruments of war, is a law of nations and long universally established" (see Twiss, Law of Nations Time of War, 431). If this passage correctly states the rule of international law, and if we believe that it does correctly state it, it is clear that a belligerent may raise loans in a neutral territory without involving the neutral in any breach of neutrality. Gold is useless in war, except to obtain war material in some shape or another, and if the war material may itself be furnished by the neutral, *a fortiori*, money may be furnished in the same way.

We do not by any means say that it is desirable that the law should be as it is. On the contrary we believe that the more nearly war is reduced to the condition of a duel strictly confined to the combatants, and fought out according to fixed rules, the less misery will war cause, and the nearer we shall be to its ultimate suppression; and to prevent aid from neutrals in money or arms would tend to this end. What the law is and what the law ought to be are, however, frequently very different things. We hope that a speedy termination of the war may deprive this question of the practical importance which it possesses at the present moment.

THE NEW LAW COURTS BUILDINGS will occupy, according to the altered plan, a square block, extending from Carey-street on the north, to the Strand on the south. The south-east corner will be a trifle to the east of Temple Bar, and the north-east, estimated roughly again, will be some fifty yards west of the south-east corner of Carey-street. On the Strand and Carey-street sides the general run of the line of buildings will be pretty nearly level with the street. On the Bell-yard side there will remain an unoccupied strip extending the whole length of the building and averaging about fifty feet in width, while on the western side there will be a considerably larger portion of vacant ground, of very irregular form, on which it is considered that additional offices may hereafter be erected. Of the whole block which we have thus roughly described, about two-thirds, reckoning from the west side eastwards, are appropriated to the main block containing the courts and central hall. Along the eastern side of the remaining one-third, and occupying nearly half its width, runs the block of buildings appropriated to the offices, its southern extremity resting on Temple Bar, and its northern end facing the entrance to Union Bank Chambers. With the addition of two projecting members which unite it with the courts block, this offices block resembles rudely a letter E turned backwards. Between it and the courts block there are thus, a central quadrangle rather long and narrow and running north and south, and two entrance court-yards, one outside each end.

So much for the main outlines of the geography of the Palace of Justice. Let us now examine the arrangements of the courts and central hall block somewhat more in detail. The floor of the courts will be four feet above the level of Carey-street, and twenty-one feet above the level of the Strand, while the central hall will be a story lower, only four feet above the level of the Strand. The arrangement is this. Outside of all, running all round the oblong courts block (except over the north and south entrances and some staircases) are twenty-one judges' private rooms, which are thus disposed around the building as a sort of padding to fence off the noisy world outside. These private rooms will be accessible by several private staircases and entrances. The judges' rooms are four feet above the level of the floor of the court, from which they are separated by a judges' corridor running round the building each way. Inside this shell are fourteen courts, with a large light-space and a witnesses' stairs between every two of them. Inside these, again, is a bar corridor running right round the building. Inside the bar corridor comes a zone occupied by more light-spaces and a few consultation rooms; and inside all these, like a hollow kernel of the whole, is the central hall. Thus the zone of courts is secured from the outer noise by the zone of judges' rooms, and from the inner buzz of the central hall by the bar corridor and light-shafts. There will be public galleries to the courts, accessible by passages communicating with Carey-street by two sepa-

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rate entrances, and with the Strand by two staircases, one on either side of the principal entrance. Besides the judges' private entrances and those leading to the public galleries, to the central hall there will be four main entrances from without. The principal and public entrance will be from the Strand, through a doorway flanked by the two stair-towers leading up to the public court galleries. Passing between these towers, and through the portal, we shall gain the central hall by ascending some four feet of steps and passing beneath the bar corridor and some consultation rooms. Staircases right and left of the hall will lead to the several courts. At the opposite end of the building will be the bar entrance, one foot above Carey-street, with robing-rooms on either side, and leading to a bar-room on the same level, that is, three feet below the bar corridor, which is reached by passing through the bar-room. There are also delineated on the plan two smaller entrances passing under the courts—one opening into the vacant ground on the west side, and the other into the quadrangle.

There will be no buildings above the courts, and of course nothing above the central hall. The highest zone of buildings will be the outer one of the judges' rooms, which will stand thus walling in the whole, as it were.

The judges' rooms will be surmounted by the Vice-Chancellors' chambers, while immediately below them two more floors will be appropriated to offices. In order to render the various courts more quickly accessible from each other the central hall is spanned by a bridge communicating at each end with the bar corridor. In the court zone the courts are arranged in the following order:—On either side of the Strand entrance, an Exchequer and a Common Pleas court right and left. Then, in the western side there are, reckoning northwards, two more Exchequer courts; Divorce, Admiralty, Bankruptcy, Vice-Chancellor's, and a Master of the Rolls' or Appeal courts. Reckoning northwards, on the eastern side there are—first, two more Common Pleas courts, then three Queen's Bench courts, a Vice-Chancellor's court, and a Vice-Chancellor's or Appeal court. And on either side of the Carey-street or bar entrance are the Lord Chancellor's and Lords Justices' courts respectively. So far as noise is concerned, the quietest courts will, of course, be those on the eastern or quadrangle side. In the offices block, which we described as placed over against the courts block somewhat in the form of a reversed letter E, the ground or Strand floor will contain common law, writ, appearance and judgment offices, Common Pleas masters, accountant general and record, writ and report offices. Above these another floor will contain more common law, writ, appearance and judgment offices, Queen's Bench masters, and registrars in Chancery. On a third floor there will be Exchequer masters, Queen's Remembrancer, and more Chancery registrars, while a fourth floor will house the taxing masters, and the stationery department.

The Admiralty and Probate registrars are not finally disposed of, but a note in the plan states, that they are to be located either over the Vice-Chancellors' chambers, or between the quadrangle and its southern court-yard.

We have now described, roughly, though rather more minutely than in our impression of August 6, the general characteristics of the modified plan which Lord Hatherley, as Chairman of the Commission, signed on August 3. It is evident that the commissioners regretted extremely that so much curtailment should have been insisted on; and we cannot but consider it an ill-judged piece of retrenchment on the part of the present Government. Economy in the public service is an excellent thing, towards which the Government cannot be blamed for pressing, but it is possible to overstep the mark, or rather, in striving after economy, to lose sight of efficiency. Already in the matter of military administration, it has been found necessary to make a hasty rush from retrenchment to enlargement, to rebuild at much cost what we had just pulled down. A system can always be changed and re-changed, but our new Palace of Justice must be built once for all. However, it seems too late now to complain on this head. Adopting a phrase employed by the commissioners in their report, we may say that if the funds at the disposal of her Majesty's Government are so limited as to render any change necessary, the arrangements of the plan now signed by Lord Hatherley seem the best that could be made compatible with so much curtailment. The arrangements for rendering the courts as quiet as possible seem very good; but we should like to assure ourselves that the courts will be found large enough. It appears from the report that, upon the Treasury Commissioners notifying the reductions they proposed to have made in the scheme, and the manner in which they proposed to have them worked out, the Courts of Justice Commissioners resolved, on July 27, that as it seemed that economy of space might prompt the omission of some of the offices previously included, the omission ought to be made in the following order:—1, Land registry; 2, Middlesex registry; 3, Acknowledgment of deeds by married women; 4, Enrolment; 5, Petty bag; 6, Solicitor to Suitors' Fund; 7, Lunacy; 8, Taxing masters; 9, Record, writ and report; 10, Accountant-General: and further, that the omission of the last three offices would render the work of concentration very incomplete. According to the plan, as we understand it, the deficiency only stops short of thus being "very incomplete," for we do not find any lunacy offices marked on it. What a pity that the concentration is not to be made quite complete.

To enable the commissioners to complete their task, their powers were extended to the 12th of August last. They have completed their report and ended their labours. The list of the Courts of Justice Commissioners at the date of the report numbers 38, and since the first appointment of the commissioners in 1865 there have been 33 removals (including those of Lord Cairns and Sir Roundell Palmer, who, on going out of office, were reappointed by name). Of the 33 removals, 7 (including those of four Lords Justices), were by death, and the remainder on the quittal of office by *ex officio* members.

WE PRINT IN ANOTHER COLUMN a report of a case of some importance, in which Mr. Registrar Murray, sitting for the Chief Judge in Bankruptcy, gave his decision a few days ago. The facts were shortly these:—Before the passing of the Bankruptcy Act, 1861, the debtor gave to his creditor two deeds by way of security, by which he covenanted to pay certain sums of money on a certain day (which day was long before 1861), with interest up to that day; but there was no covenant to pay interest after that day. After 1861 the creditor recovered judgment for the amount covenanted to be paid, with interest up to judgment. The creditor now sought to have a debtor's summons against his debtor for the amount of his judgment, and interest upon that amount from the date of judgment. The learned Registrar, however, held that he was not entitled to a summons. The question turned upon certain sections of the Bankruptcy Act, 1869. By section 7 a debtor's summons can only issue for a debt "sufficient to support a petition in bankruptcy." By section 118 "no person not a trader shall be adjudged a bankrupt in respect of a debt contracted before the passing of the Bankruptcy Act, 1861."

It was contended for the creditor first, that though the original debt became due before 1861, yet that it was merged in the judgment which was recovered after 1861, and that the latter thereby became a new debt contracted after 1861. The learned Registrar, however, held otherwise. The precise point has not been, as far as we know, decided either under the similar section of the Act of 1861 or the present Act. But there are a number of cases which show that though a common law right of action may be merged in a specialty or a judgment, courts of bankruptcy look on the original debt as still subsisting and as the real debt for the purposes of the bankruptcy. This has been repeatedly held in favour of the creditor (see *Ex parte Griffiths*, 1 W. R. 236, 3

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D. M. & G. 175, and the many cases there cited), and it is difficult to see why the same rule should not apply in favour of the debtor.

Secondly, it was argued for the creditor that, even if the original debt accrued down to 1861 was too old, still the interest accrued due since that date was a new debt, for which the summons might issue. To this there was a short and simple answer, though it does not seem to have been suggested to the Registrar. By the express terms of section 6, a petitioning creditor's debt must be "a liquidated sum due at law or in equity;" and in this case interest could only be recovered as unliquidated damages. The learned Registrar came to the same conclusion upon another ground. He held that it would have made no difference whether the interest had been payable by express contract or only as damages; "the date at which the debt was contracted must be the date of the deed." If the learned Registrar meant to lay down that, if at any time and under any circumstances, money becomes payable under a contract made before 1861, this will be a debt contracted before 1861, it seems to us a dangerous doctrine. There are, no doubt, expressions of Lord Cranworth's in *Williams* v. *Harding* (14 W. R. 503) tending to support such a view, but that case is not an authority for any proposition so wide.

WE CALL THE ATTENTION of registration agents to the fact that, although by the Naturalization Act, 1870, aliens can hold real property in the United Kingdom, such real property is not to qualify them for the Parliamentary franchise. If an alien claims a vote he may, if not objected to, be placed upon the register, especially as in many cases it is not possible from his name to discover that a person is an alien. Of course on a petition the vote of an alien would be struck out as null and void; still it is by no means desirable to rest satisfied with this circumstance. We happen to know that this warning is necessary on account of several aliens having already claimed votes on the strength of the new Act.

MR. JUSTICE BYLES has appointed Wednesday, the 14th of September instant, for the trial of the Brecon election petition. His Lordship will arrive at Brecon on Tuesday evening, the 13th, and open his court at ten o'clock on Wednesday morning.

THE HALF-YEARLY GENERAL MEETING of the Solicitors' Benevolent Society will be held on Wednesday, October 12, at the Law Library, Bristol.

CONTRACTS UNDER SECTION 7 OF THE RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. C. 31).

III.

We have already noticed several cases where conditions *primâ facie* unreasonable have been upheld because the plaintiff, having a reasonable alternative between such contracts and another way of sending his goods voluntarily agreed to the conditions in question. This principle is also recognised in *Allday* v. *The Great Western Railway Company* (13 W. R. 43, 34 L. J. Q. B. 5) and in *Booth* v. *North Eastern Railway Company* (15 W. R. 695, L. R. 2 Ex. 173). In neither of these cases was there an alternative offered, and in both the conditions were held unreasonable, as mentioned in our last article. In the latter of these cases the effect of the plaintiff's having a reasonable alternative is very clearly stated. Kelly, C.B., says, "In order to disentitle the owners of the cattle carried to complain, a *choice* must be left to him to accept or to refuse the offer of the company. If he accept it he is disentitled; if he reject it the company are thrown back upon or left to their common law liability." It was also held in this case that the fact that the company granted, and the plaintiff accepted, a free pass for a person who travelled with the cattle did not affect the unreasonableness of the condition.

In order to enable a company to rely on an alternative contract offered to the plaintiff it must appear that such alternative was itself reasonable. A company cannot offer a choice of two unreasonable contracts and then rely on the one actually chosen. In *Lloyd* v. *Waterford & Limerick Railway Company* (15 Ir. C. L. 37), horses were sent by the defendants' line "at the low rate of charges above mentioned, solely on the condition that the company shall be free from all liability in respect of them." The plaintiff had an alternative that "the company will undertake the risk of conveyance only in consideration of an additional payment of £20 per cent. on the low rate of charge; but no claim for damage will be entertained by the company unless the injury is stated and pointed out to the company's agent at the time of unloading." It was held that the latter part of the alternative condition was unreasonable; that the plaintiff had, therefore, no reasonable choice; and that the contract was consequently void. No question seems to have been raised as to whether the additional £20 per cent. was a reasonable amount to add to the fare. It seems to have been assumed that it was reasonable. It is to be noticed that it appeared to be the opinion of the Court that the latter part of the alternative contract would be *primâ facie* unreasonable if it stood alone as the contract of carriage.

It would seem also that if any particular descriptions of goods are peculiarly liable to injury in carriage, as glass, china, &c., or liable to deterioration, as fish, meat, fruit, &c., &c., it may be reasonable with regard to such goods to require that the company shall not be liable for such injury or deterioration, or that a rate should be paid for them higher than that which is usually paid for other kinds of goods not so liable to damage. That, is the reasonable amount for the carriage of such goods may be higher than that for the carriage of other goods, and if they are carried at the rate usually charged for other goods it is not unreasonable that then the company should not be liable for damage.

Having examined the decisions which have established the form and nature of the contract required by the statute, we shall now collect the decisions upon some conditions which we have not yet noticed. In *Simons* v. *The Great Western Railway Company* (4 W. R. 651, 2 C. B. N. S. 620, 26 L. J. C. P. 25) a condition that the company were not to be liable "for the loss, detention, or damage of any package insufficiently or improperly packed, marked, directed, or described, or containing a variety of articles liable by breaking to damage each other," was held to be unreasonable because "it seems to relieve the company from a loss by reason of insufficient packing, it being quite immaterial whether the goods are properly packed or not if the whole package is lost and they rely on that as the ground of relief." In the plea in which this condition was set up there was no mention of any special circumstances which might make it reasonable. In *White* v. *The Great Western Railway Company* (5 W. R. 488, 26 L. J. C. P. 158, 2 C. B. N. S. 7) a quantity of cheese was sent on a contract "at owner's risk," and subject to (amongst others) the conditions that the company "will not under any circumstances be liable for loss of market or other claim arising from delay or detention of any train, whether at starting or at any of the stations, or in the course of the journey." Channell, B. (then Serjt. Channell, and sitting as commissioner), at the trial decided that these conditions were reasonable, and the Court apparently were of opinion that he was right. The decision, however, went on another point, and it must be remembered that it was before *Peek's case* was decided in the House of Lords; and if it is inconsistent with *Peek's case*, it must now, of course, be considered as overruled. And it would seem that according to *Peek's case* such a condition would now be held *primâ facie* unreasonable. In *Lewis* v. *The Great Western Railway Company* (29 L. J. Ex. 425, 5 H. & N. 867) a condition that "no claim for deficiency, damage, or detention, shall be allowed unless made within three days

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after delivery of the goods, nor for loss unless made within seven days after the time when they should have been delivered" was held reasonable; and the Court seemed also to think that the condition "the company will not be answerable for the loss or detention of any goods untruly or incorrectly described or declared in the declaration or receiving note furnished by the company," was also reasonable. The opinion, however, as to this second condition is not so strongly expressed as it is as to the other condition. And it would seem that it was sufficient for the decision that the first condition was reasonable. It is difficult to see how the decision that the second condition is reasonable can be reconciled with *Simons* v. *The Great Western Railway Company*, where a very similar condition was held to be unreasonable. The argument given in *Simons' case* for holding such a condition unreasonable seems so strong that it is probable that the decision in *Simons' case* will be more likely to be followed than that of *Lewis's case*. In *Beal* v. *South Devon Railway Company* (8 W. R. 651, 29 L. J. Ex. 441) a condition respecting the carriage of fish "exempting the company from all liability for loss or injury arising from delay or detention of train, or from any cause other than gross neglect or fraud" was held reasonable. In *Harrison* v. *The London, Brighton, and South Coast Railway Company* (31 L. J. Q. B. 113) a condition that the railway company were "not to be liable in any case for loss or damage to any horse or other animal above the value of £40, or any dog above the value of £5, unless a declaration of value signed by the owner or his agent at the time of booking shall have been given to them," was held by the majority of the Court (Wilde, J., dissenting) to be reasonable. This decision was in the Exchequer Chamber, and it reversed the judgment in the court below. It is doubtful, however, whether this decision can now be supported, as it seems inconsistent with *Peek's case*, since decided in the House of Lords. In *Aldridge* v. *The Great Western Railway Company* (15 C. B. N. S. 528, 33 L. J. C. P. 161), it was held reasonable that a company should make a condition that they were not to be liable "in respect of goods destined for places beyond the limits of the company's railway; and as respects the company their responsibility will cease when such goods shall have been delivered over to another carrier in the usual course of further conveyance. Since the decision of this case it has, however, been held, as we stated in our first article on this subject, that the Railway and Canal Traffic Act, 1854, s. 7, does not apply to contracts for carriage beyond the line of the company making it (*Zunz* v. *South Eastern Railway Company*, 17 W. R. 1096, L. R. 4 Q. B. 539); and, therefore, such a contract as that in *Aldridge* v. *Great Western Railway Company* would be good because the statute does not extend to it, and it, therefore, falls within the ordinary rule of contracts.

We have now, we believe, enumerated all the cases on this part of section 7 of the Railway and Canal Traffic Act, 1854, which have been decided in the Superior and Appeal Courts of Common Law. Other cases have, of course, arisen in inferior courts to which we have not space to refer (See *Woodger* v. *Great Eastern Railway Company*, 12 S. J. 766; *Brown* v. *Midland Railway Company*, 14 S. J. 395). At the risk of being thought to indulge in unnecessary repetition we venture to state again as briefly as possible the rules to be deduced from the decisions we have discussed. First, no company can relieve itself from liability for the neglect or default of its servants, except by a contract which is in writing, signed by or for the consignor, and is also reasonable. Secondly, whether or not a contract is reasonable under this section is a matter of law and not of fact. Thirdly, the section only applies to liability for the neglect or default of a company, and not to their liability as insurers. Fourthly, it only applies to contracts for carriage over the contracting company's own line. Fifthly, conditions purporting to relieve a company from all liability in respect of goods carried are *primâ facie* unreasonable and void; but such condition may be shown to be reasonable under special circumstances, as if the sender of the goods had a *bonâ fide* reasonable choice between sending the goods under the common law terms or on the special terms, and voluntarily chose the special terms.

LEGISLATION OF THE YEAR.

CAP. XIV.—*An Act to amend the law relating to the legal condition of aliens and British subjects.*

The passing of an Act such as the Naturalization Act, 1870, was a paramount necessity of the session of 1870 after the labours of the Royal Commission, and the diplomatic negotiations on the subject. The Act makes four great alterations in the English law relative to aliens and the capacity of being or ceasing to be a British subject. First, aliens are enabled to hold real property, with the restriction that it is not to qualify them for the Parliamentary or any other franchise. Secondly, the jury *de medietate linguæ* is abolished. Thus, except that they cannot exercise any franchise or be registered as owners of British ships, aliens are now placed, as regards property, on exactly the same footing as British subjects. Thirdly, the maxim *nemo potest exuere patriam* is rendered obsolete, by a British subject being enabled to expatriate himself by voluntary naturalisation in a foreign state, and by enabling a British subject born abroad and being thereby a subject of the state where he is born to make a declaration of alienage, and so to cease to be a British subject. It will be noticed, however, that when a person born abroad, who by birth is a natural-born British subject, *i.e.*, whose father or grandfather, *ex parte paterna*, was a natural-born subject, does not make a declaration of alienage, he still continues a natural-born British subject. Fourthly, a certificate of naturalization granted by a Secretary of State gives the grantee all political and other rights of a British subject just as an Act of Parliament does, whereas formerly a certificate expressly excepted the capacity of being a member of Parliament and sitting in the Privy Council.

Having thus indicated the four great points wherein the Act alters the antecedent law, it will be desirable to epitomise the provisions of the Act. The sections are classed under seven heads. The first treats of "the status of aliens in the United Kingdom," and embraces four sections (2—5). Real and personal property may be held by and succeeded to through an alien, with the provisoes that the section (2) shall not qualify an alien to hold real property out of the United Kingdom, or for any office or franchise, nor shall it give him by implication any rights, nor shall the section be retrospective—*i.e.*, it shall not affect estates or interests to which a person is or may be entitled in possession or expectancy in pursuance of any disposition or in consequence of any death before the Act. A naturalized alien may, where a convention has been entered into with the state of which such alien was originally a subject, and in pursuance thereof, make a declaration of alienage, and thus cease to be a British subject (section 3); and a British subject born abroad, if by birth a subject of the state where born, may make a declaration of alienage, and thus cease to be a British subject (section 4). The 5th section abolishes the jury *de medietate linguæ*.

The second head is "Expatriation," and includes only section 6. This section enacts that a British subject who has been or may hereafter be voluntarily naturalized in a foreign state shall *ipso facto* cease to be a British subject, and become a "statutory alien"; but a British subject naturalized in a foreign state before the Act has two years from its date within which he may make a declaration of British nationality and take the oath of allegiance. If he does so he is to be deemed a British subject, but not within the limits of the state where naturalized, unless, by the law of that

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state or by any treaty, the making of the declaration and taking the oath have made him an alien to such state.

The third head is "Naturalization and resumption of British nationality," and includes sections 7, 8, and 9. A certificate *may* be granted (or withheld at discretion) by a Secretary of State to an alien, who adduces satisfactory evidence of (1) his having for not less than four years resided in the United Kingdom or served under the Crown; (2) his intention, when naturalized, to reside in the United Kingdom or to serve under the Crown. The four years are to be within such limit previous to the application for the certificate as the Secretary of State may generally or specially appoint. The certificate is not to take effect until the grantee has taken the oath of allegiance. The grantee of a certificate is, "*in the United Kingdom*, to be entitled to all political and other rights, powers, and privileges, and subject to all obligations to which a natural born British subject is entitled or subject in the United Kingdom," with the qualification that, within the limits of the foreign state of which he was a subject at the time of his naturalization, he shall not be deemed a British subject unless he has ceased to be a subject of such state by the laws thereof or by any treaty. The section (7) authorises the grant of a certificate to any person about whose status as a British subject there may be any doubt, as well as to persons naturalized before the passing of the Act; the object in this last case being to enable them to obtain those political privileges which they would not have if naturalized by certificate under the old law. The wording of the section is open to this objection, that the introduction of the words "in the United Kingdom," where italicised above, may raise a question whether the grantee of a certificate of naturalization has, where the qualifying words do not apply, the privileges of a British subject out of the United Kingdom as well as in it, but we presume that it would be held that by implication he has. The 8th section authorises the grant of a certificate of re-admission to British nationality to a natural born British subject who has become a statutory alien. The applicant has to perform the same conditions, and the certificate has precisely the same effect, as in the case of the grant of a certificate of naturalization, but there are these differences—the governor of a British possession may grant a certificate of re-admission to nationality, although he cannot one of naturalization, and residence in such possession counts as equivalent to residence in the United Kingdom for the purposes of the latter certificate.

The fourth head is the "National status of married women and infant children," and embraces but one (the 11th) section, which lays down five rules. They are shortly (1) a married woman is a subject of the state of which her husband is a subject; (2) a widow, who being a natural born British subject, became an alien by marriage, may obtain a certificate of re-admission to British nationality; (3) when a British born father, or a British born mother, if a widow, becomes a statutory alien, their infant children resident in the state of which the parents are subjects shall, if subjects of such state, cease to be British subjects; (4) a certificate of re-admission granted to a father or to a mother, if a widow, shall cover their infant children, if resident in the British dominions; (5) a certificate of naturalization is to have an analogous effect.

The fifth head is "Supplemental provisions," and embraces sections 11 and 12, the first of which gives the Secretary of State power to make certain regulations for carrying the Act into effect, and the latter contains certain regulations as to the method of proving certificates granted in pursuance of the Act, and other matters of evidence.

The sixth head contains the miscellaneous provisions in sections 13 to 16, and the defining clause, section 17. The Act is not to affect the royal prerogative of granting letters of denization (section 13), nor to qualify an alien to be the owner of a British ship (section 14). A British subject who becomes a statutory alien is not thereby discharged from liability for antecedent acts (section 15). The colonies are to have power to legislate with respect to naturalization, subject to confirmation or disallowal by her Majesty (section 16). The seventh and last heading is the repealing section.

In our remarks upon the bill when it made its first appearance in the Lords (*ante* p. 389) we objected to the 8th section then part of the bill, which conferred upon the Secretary of State the power of revoking the grant of a certificate of naturalization in certain specified cases. The section was also objected to in the House by Lords Westbury and Penzance, and the result was that it was struck out. There is, therefore, no power to revoke the grant of a certificate of naturalization except of course by Act of Parliament. A naturalized alien may, however, divest himself of his status as a British subject in two ways—first, by being voluntarily naturalized in a foreign state; and, secondly, by a declaration of alienage when a convention providing for such a contingency has been entered into by the Crown with the state of which he was originally a subject. In this latter case he again becomes a subject of such state.

CAP. XV.—*An Act to transfer to the Commissioners of her Majesty's Works and Public Buildings the property in and control over the buildings and property of the county courts in England, and for other purposes relating thereto.*

Hitherto the county court buildings throughout the country have been vested, as matter of property, in the treasurers of the respective courts, or, where there was no treasurer, in a person specialfy appointed by the Treasury. The power and duty of making contracts for cleaning, lighting, and maintaining the courts have belonged to the Commissioners of the Treasury. The appointment of the servants of the court has lain with the registrar.

By this Act everything is handed over to the Board of Works. The buildings are to be vested in them; they, not the Treasury, are to make the necessary contracts; and they are to "give such directions to the registrar of each court, with regard to the hiring and dismissing of servants, as shall seem fit." This Act will tend to simplify things, and, therefore, will probably be of some service.

Of course, the Act contains a blunder; we should hardly recognise it as an Act of Parliament without one. But, happily, this time it is a harmless one, a mere piece of slovenliness. It is no worse than that "twice they slew the slain." The 9 & 10 Vict. c. 95, s. 52, was expressly repealed by 19 & 20 Vict. c. 108, s. 2. It is again expressly repealed by the present Act.

CAP. XVIII.—*An Act to provide for the equal distribution over the metropolis of a further portion of the charge for the relief of the poor.*

Our readers must be well aware of the effect of the Union Chargeability Act, 1865, in transferring generally the costs of supporting the poor from the parishes to the unions. This was done by charging such costs on the common fund, to which every parish in the union was bound to contribute, in proportion, not to its chargeable poor, but to the annual rateable value of the property in it assessed to the relief of the poor.

The common fund, indeed, seems as convenient to poor law reformers as the consolidated fund once was to statesmen; it has a back broad enough to bear almost anything. At first it was modestly asked only to find relief for destitute wayfarers, wanderers, and foundlings, who became chargeable; and then to maintain such paupers as had become irremovable by length of residence, and the requisite term of residence has been twice reduced since the original Act. Next it had to find the expenses of examining, removing, and maintaining pauper lunatics; and now it has to bear the costs of relieving, vaccinating, and burying the poor generally. The reasons for casting these ever increasing burdens on the common fund are equally well known and appreciated. The poor parish often worked for the rich

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parish, and yet had the exclusive duty of maintaining its own poor, while the rich parish had scarcely any poor to maintain, and was not bound by law to do anything to relieve the destitution existing beyond its own borders. Not unfrequently, too, in country districts some large landowner had evaded the liability to maintain the poor by pulling down the cottages in his own parish, and drawing his necessary supply of labourers from an adjoining one, which latter had, unaided, to support them in times of sickness or distress. It was to remedy this state of things that the Union Chargeability Act, 1865, was passed, and in country districts it seems to have answered its purpose well. But in the metropolis it was otherwise. The poor, as we know, we have always with us, and, in highly civilised states, it seems to be a law of their being that they should increase in a greater ratio than the country at large increases in wealth, and that this increase should be chiefly manifested in the immediate neighbourhood of the great centres of wealth. In the metropolis, though the area of the unions is small, their relative population is great, and it was found that the East-end Union would be almost entirely composed of crowded streets and courts inhabited by the poor, and a West-end Union of spacious squares and terraces inhabited by the rich, while in many cases the former was mainly employed in ministering to the comforts and luxuries of the latter. In fact, it turned out that the unions in the metropolis bore much the same relation to one another that the parishes did; and therefore something analogous to the Union Chargeability Act, but applying to a wider area than that of a union, was required to distribute the poor-rate fairly over the metropolis. This was in part effected by the Metropolitan Poor Law Act, 1867, and now more completely by the Metropolitan Poor Law Amendment Act of last session.

By the 61st section of the former Act (30 Vict. c. 6) a fund, called the Metropolitan Common Poor Fund, was established. This fund was to be raised by contributions from the several unions, parishes, and places within the limits of the metropolis, as defined in the Metropolis Management Act, 1855, and the contributions were to be assessed (section 64) by the Poor Law Board in proportion to the annual rateable value of the property comprised in the several districts. It was made the duty of the Poor Law Board to appoint an officer, to be called the Receiver of the Common Poor Fund, and on the precept of the Board the contribution of each union or parish was to be paid to him. Each half-year the auditor was to certify to the Poor Law Board what money had been expended by each union or parish in respect of expenses chargeable on the Common Poor Fund; and the Board was thereupon to issue its precept to the receiver of the fund to repay thereout to the guardians of such unions and parishes the sums so expended by them. The 69th section defines the expenses which may be thus repaid out of the fund; and they are briefly, the expenses incurred in maintaining lunatics and small-pox and fever patients in asylums established under the Act; in supplying medicines to the poor receiving relief from the guardians; in paying certain salaries, registration and vaccination fees; and in providing temporary wards under the Metropolitan Homeless Poor Acts—all of which are obviously expenses that may fairly be spread over the whole metropolis. This was but tentative legislation, and as it was found to answer as far as it went, much greater burdens have now been laid on the Common Poor Fund. By the Act of last session (33 & 34 Vict. c. 18), that fund is further charged with the maintenance of the in-door poor in the metropolis above the age of sixteen, the incidence of the taxation for out-door relief and for maintaining pauper infants being left as before. The Act is entitled "An Act to provide for the equal distribution over the metropolis of a further portion of the charge for the relief of the poor," and it would seem that the portion to which it applies must be a considerable one. We should not be surprised, however, if legislation were hereafter carried still further in the same direction.

There are some minor provisions for ensuring the satisfactory working of the Act, which may be worth a brief notice. To remedy the evil of overcrowding in workhouses, of which we have lately heard so much, the Poor Law Board is to certify the maximum number of paupers to be maintained in any workhouse or asylum, and no payment is to be made out of the Common Poor Fund for any number in excess of that maximum. Economy is to be promoted by limiting the sum to be paid for each pauper out of the fund to five pence a day. And compliance with the orders of the Poor Law Board in the very necessary matters of alterations and enlargements of workhouses, drainage, ventilation, medical appliances, &c., is to be secured by giving the Board power, in the case of a disobedient union or parish, to refuse to issue their precept to the Receiver for making any payment to such union or parish out of the Common Poor Fund. Recalcitrant guardians, however, are left a *locus pœnitentiæ*, and if they comply with the order in the next half-year after their default, the Poor Law Board may, if it sees fit, include in the precept for that half-year the sums omitted from their last precept.

Such are, in outline the provisions of the Metropolitan Poor Amendment Act of last session; and we sincerely trust they may have the effect intended by their authors of lightening the excessive weight of poor-rates in some parts of London, and of alleviating the sufferings and diseases of unhappy paupers now too often at the mercy of niggardly guardians and sheer bumbledom.

RECENT DECISIONS.

EQUITY.

STATUTES OF LIMITATION—TRUST *qu*

Stone v. *Stone*, L.J.G., 18 W. R. 225, L. R. 5 Ch. 74.

The limitations applicable to equitable matters are a branch of equity upon which very little has been written. So far as suits relating to realty are concerned, the matter is now statutory (3 & 4 Will. 4, c. 27). For claims in equity not coming within the provisions of this Act as to realty there are no statutory enactments binding expressly the court of equity, but that court "which is never active in relief against conscience or public convenience, has always refused its aid to stale demands where the party has slept upon his right and acquiesced for a great length of time" (Lord Camden in *Smith* v. *Clay*, 3 Bro. Ch. Rep. 639 n). Further than this, "as often as Parliament had limited the time of actions and remedies to a certain period in legal proceedings, the Court of Chancery adopted that rule and applied it to similar cases in equity (Lord Camden, *ubi sup.*). And in *Hovenden* v. *Annesley*, 2 Sch. & Lef. 630, Lord Redesdale said:—"Courts of equity . . . are not within the words of the statutes, because the words apply to particular legal remedies; but they are within the spirit and meaning of the statutes, and have been always so considered. I think it is a mistake in point of language to say that courts of equity act merely by analogy to the statutes; they act in obedience to them." But the court of equity does not follow or consider itself bound by any limitations as between trustee and *cestui que trust*; this exception, however, arises only where a trust has been created by a direct act, and not merely constructively by implication of law. The case of a settlor covenanting to pay money upon trusts has proved a doubtful one. In *Burrowes* v. *Gore*, 6 W. R. 699, 6 H. of L. Cas. 907, there was a difference of opinion on the matter in the House of Lords. A settlor on his daughter's marriage executed two bonds to secure two sums payable at his death, and on the same day a marriage settlement was executed by which the bonds were vested in trustees on certain trusts. At the date of the suit afterwards instituted, the Statute of

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Limitations had long barred any claim on the bonds, if they were to be regarded as merely creating the relation of obligor and obligee. Lord Cranworth said that if the settlor had simply agreed to give the money to be settled, "he would then have been dealt with as a trustee; because if a person agrees to give a sum of money as an inducement to another to marry his daughter, and that marriage takes place, in that case the parent who so agrees to give the money is considered as holding the money on trust." And his Lordship did not consider that the case was altered by his giving the additional security of a bond. He, therefore, held that the Statute of Limitations did not apply. Lord Chelmsford avoided pronouncing a decision on this question. Lord St. Leonards and Lord Wensleydale gave an opinion the other way, Lord St. Leonards saying that if a settlor agreed to give any specific property, "or any tangible thing that was actually marked out," he became a trustee, but dissenting from the idea that he became a trustee by merely agreeing to pay a sum of money out of his general assets.

In *Stone* v. *Stone* a settlement contained a recital that the husband had paid a sum to the trustee, which the trustee then covenanted to hold on certain trusts, and the settlement further contained a covenant by the husband that he would within twelve months pay another sum to be held on like trusts. Neither sum was ever paid. The Statute of Limitations being pleaded to a claim on the settlor's estate, Vice-Chancellor James held that the trustee had not constituted himself a trustee in respect of either sum, and so allowed the bar. Lord Justice Giffard, on appeal, agreed with the Vice-Chancellor as to the second sum, considering the case of the covenant to be that of a mere legal obligation; but he considered that in the case of the sum recited to have been paid, the settlor had constituted himself a trustee, and that the statute, therefore, did not apply. Lord Cranworth, we may presume, would have considered the settlor had become a trustee in both cases. Whenever the leading case of *Burrowes* v. *Gore* is cited, *Stone* v. *Stone* will now be added.

ATTORNEYS AND SOLICITORS ACTS, S. 28—FUND "PRESERVED" TO LITIGANT.

Smith v. *Winter*. *Ex parte Hartley*, V.C.J., 18 W. R. 447.

The 28th section of this Act (23 & 24 Vict. c. 127), empowers the Court or judge before whom any suit, &c., shall be depending to declare any solicitor employed in prosecuting or defending the same entitled to a charge for his taxed costs "on the property recovered or preserved" through his instrumentality, and to make such order for payment of such costs as the Court or judge may think proper. We discussed this subject rather fully (*ante* 13 S. J. 314), when commenting upon *Scholefield* v. *Lockwood* (17 W. R. 184). In *Bailey* v. *Birchall* (2 H. & M. 371), a solicitor acted for a plaintiff who obtained an injunction restraining the dealing with a testator's estate, and a receiver. Ultimately this plaintiff proved to have no interest; afterwards his solicitor petitioned under this section of the Act to have his costs raised and paid to him. Vice-Chancellor Wood said it was no unprecedented thing that a solicitor should have a lien on a fund secured, irrespective of his client's interest, and he instanced the case of a solicitor employed by a creditor in an administration suit, who would have his costs, even though no part of the assets might become applicable in payment of that creditor. Considering, therefore, that the fund had here been preserved for all parties, he allowed the petitioning solicitor a charge on the *testator's estate*, for his costs. But note, the Vice-Chancellor's language, from which it seems that had the receiver not been necessary for the securing of this fund for all parties, the charge might not have been allowed. The present is one of several subsequent cases in which the same liberal view has been adopted. In *Watson* v. *Round* (12 W. R. 452), the costs of a solicitor who had obtained a foreclosure decree were held a charge on the estate foreclosed. In *Scholefield* v. *Lockwood* (*ubi. sup.*) the solicitor had acted for a defendant to a foreclosure bill, who had been declared entitled to redeem. Lord Romilly considered this was an interest "preserved" though not recovered, and declared the solicitor entitled to a charge on the defendant's interest *quantum valeat*. In the present cases the solicitor's client was a defendant to an administration suit who had possessed herself of the testator's property, the bill charging that she claimed to hold beneficially. She denied that she so claimed and submitted how far she was a trustee. She had to pay the costs of the inquiries, and the dividends of some stock were ordered to be paid to her from time to time. The Vice-Chancellor held that her solicitor was entitled to a charge on her dividends.

SOLICITOR—GUARANTEE AGAINST COSTS.

Fielden v. *Northern Railway Company of Buenos Ayres*, V.C.J., 18 W. R. 729.

It is imprudent, to say the least of it, for a solicitor to give his client a guarantee against the expenses of a suit. There is a broad distinction between such guarantees, however, according as they may be given before the commencement of a suit, or after it. A guarantee against expenses given before the commencement of the suit cannot but wear the appearance of instigating litigation, whereas a solicitor who has incurred expense in the prosecution of a suit on behalf of a penniless client, may see no chance of getting recouped, unless by inducing his client to prosecute his suit, in order to recover his costs from the opposite side; and in such a case he could hardly be blamed if he did so. In *Fielden* v. *Northern Railway Company of Buenos Ayres* the guarantee was not given until after the institution of the suit, and then under circumstances which, in the words of the Vice-Chancellor, rendered the giving it not so very reprehensible. Certainly there was nothing like instigating litigation about the case; and in consequence the Court refused to make any order on the petition, which prayed that the costs might be paid by the solicitor personally.

We gather that the Vice-Chancellor, in a proper case, would have followed *Cockle* v. *Whiting*, 1 R. & M. 43. This was an application that the solicitor might be ordered personally to pay the costs of the suit, for that he had guaranteed his client against the expenses—*quære*, whether before the institution of the suit. Vice-Chancellor Leach did not in that case make the order, because the charge was not made out, but would have done so if the charge had been sustained, on the authority of *Dungey* v. *Angove*, 2 Ves. 304. Some general remarks by the Master of the Rolls on the cases where the Court has made the solicitor pay the costs of proceedings, will be found in *Ex part Gregg*, 18 W. R. 589, to which we refer the reader.

THE APPORTIONMENT ACT (4 & 5 WILL. 4, C. 22)—LIFE ANNUITY.

Sutton v. *Ennis*, M. R. (Ir.), 18 W. R. 882.

According to this decision, the Apportionment Act may apply where the annuity ceases with the death of the annuitant, and does not go over to some other person. The general opinion, founded on the language of section 2, giving the remedy "when the entire portion of which such apportioned part of the annuity shall become due and payable," is that the statute applies in no case where the annuity is not a continuing annuity, for the simple reason that the portion never does become payable where the annuity expires between two periods of payment. According to Mr. Joshua Williams (Law of Personal Property, 7th ed., p. 263, 4), where the property ceases with the interest, and does not go over to another, as in the case of a life annuity, the Act appears inapplicable; and the right to an apportioned part should therefore, if desired, be expressly conferred. In a case, however, where an annuity was bequeathed to one for life, who died

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eight days before the annual portion became due, and the executors refused to pay the apportioned part, owing to the authorities at Somerset-house having expressed an opinion that there was no case for apportionment, the Vice-Chancellor Kindersley held that the annuity ought to be apportioned (*Trimmer* v. *Danby*, 2 W. R. 380). The Vice-Chancellor treated the case as if the testator had bequeathed the annuity to A. for life, and after A.'s death, to his residuary legatees as a continuing security. And in *Carter* v. *Taggart* (16 Sim. 447), where a fund was charged with £150 per annum in favour of the testator's wife during her life, his Honour held that the wife's executor was entitled to an apportioned part of the annuity for the interval between the death of the wife and the last preceding day of payment, on the ground that such was the intention of the Act, exactly as if it were a question between tenant for life and remainderman. We think we are warranted in our conclusion that terminable annuities ought to be apportioned in every case where the fund whence they arise goes over to someone else upon the termination of the annuity, exactly as if the annuity, and not the *corpus* representing it, were continued to such person. This was quite the view of the Master of the Rolls in Ireland, who, in *Sutton* v. *Ennis*, held that the statute gave the apportionment of the annuity, even though such annuity ceased with the annuitant's death, holding, as Lord Romilly did in *Llewellyn* v. *Rous*, L. R. 2 Eq. 27, that the Act was a remedial Act, and ought to be construed liberally. It may be well to observe that, by an Act which received the royal assent on the 1st of August, all rents, annuities, dividends, and other periodical payments in the nature of income (whether reserved or made payable under an instrument in writing or not) are, like interest on money lent, to be considered as accruing due *de die in diem*, and are to be apportionable accordingly.

Overdue Bills of Exchange.

Re The European Bank (Limited); Ex parte The Oriental Commercial Bank (Limited), L.J.G., 18 W. R. 474.

The point actually decided by Lord Justice Giffard in this case is not one on which much doubt could be entertained. It may shortly be put thus—that when A. takes a bill of exchange from B., even for good consideration paid to B., but after the bill is due, if B. was possessed of the bill merely as a trustee for C., and without authority to part with it, A. merely becomes trustee for C., and the proceeds of the bill belong to C. and not to A. The case was complicated by the peculiar dealings of Mr. Demetrio Pappa with the funds of various companies; and the point was also discussed whether A. could recover upon the bill against the acceptor. Some expressions used by the Lord Justice might be thought to indicate an opinion that A. could not recover. This, however, is not at all clear, and the decision cannot be considered as an authority except upon the proposition we have stated. The general rule is that the indorsee of an overdue bill takes it subject to the equities attaching to the bill itself, and it is also generally understood that the equities must arise out of the original transaction (see per Williams, J., in *Holmes* v. *Kidd*, 5 H. & N. 893, 7 W. R. 108), that is to say they must in some way affect the acceptor's contract. In one case, decided in 1817, *Lee* v. *Lagury*, 8 Taunt. 114, in which the facts were somewhat similar to the present, it was held that the indorsee could not—after notice not to pay given to the acceptor by the person really entitled to the proceeds—recover against the acceptor on his bare legal title. The facts there were peculiar, and in ordinary cases we think it may be taken that equities between subsequent parties would not affect the liability of the acceptor to pay the actual holder even if he had taken the bill when overdue. The question to whom the proceeds would belong, which was all that arose in the case we have been considering, is a totally different one.

We may add that it is quite consistent with the facts as reported that there was no indorsement to the Eastern Commercial Company (the A. in our proposition) such as they could have recovered upon. Neither the argument nor the judgment, however, seems to have proceeded on this ground, and, therefore, there may have been other facts which prevented this point being taken.

Rectification of Clerical Error in an Award.

Mordue v. *Palmer*, V.C B., 18 W. R. 1068.

It is a well-known rule of law that when an award has been made the arbitrator is *functus officio*, and cannot by any fresh exercise of judgment alter or revise it. In *Henfree* v. *Bromley* (6 East, 309) where an award had been made, and was ready for delivery, pursuant to the terms of reference, an alteration by the arbitrator in the sum awarded made for the purpose of including costs, though made on the same day, and before delivery of the award, was held to be void just as if the alteration had been the act of a mere stranger tampering with the deed, whose act, notwithstanding *Pigott's case* (11 Rep. 27a) would not avoid the deed (Sugd. Pow. 603). So in *Irvine* v. *Elnon* (8 East, 54) it was held that the arbitrator could not, after the delivery of an award, though within the time of submission, correct a mistake in the calculation of figures. In *Henfree* v. *Bromley* Lord Ellenborough seems to have considered the alteration of the award to be void, as involving a new and distinct act of judgment formed by the arbitrator after his authority was at an end. That eminent judge would unquestionably have allowed the correction of a mere clerical error. An arbitrator is, in the opinion of the Vice-Chancellor, at liberty to correct clerical errors after the award is made, where no exercise of judgment is required of him. Hence, in the case before us, where the arbitrator discovered a clerical error in that which purported to be his award, consisting in the omission of the words in italics from the following sentence:—"I order that the charges of this my award *and the costs of this reference* shall be paid and borne by the defendant," and forthwith issued a second award pursuant to his correction, the second award was allowed to stand, it appearing that the words omitted formed part of the arbitrator's own draft, and had been omitted by the clerk in copying. The rule above referred to, therefore, only applies to cases where the arbitrator attempts to exercise his judgment after the expiration of his authority.

COMMON LAW.

County Courts—Admiralty Jurisdiction—"Claim"—Collision—Necessaries.

Everard v. *Kendall*, C.P., 18 W. R. 892.
Hewitt v. *Cory*, B.C., 18 W. R. 954.
The Dowse, Adm., 18 W. R. 1008.

Admiralty jurisdiction has been conferred upon certain county courts by two very badly drawn statutes—viz., 31 & 32 Vict. c. 71, and 32 & 33 Vict. c. 51. By section 3 of 31 & 32 Vict. c. 71, county courts having admiralty jurisdiction are to have jurisdiction over (amongst other causes) "(2) as to any claim for towage, necessaries, or wages—any cause in which the amount claimed does not exceed £150; (3) as to any claim for damage to cargo or damage by collision—any cause in which the amount claimed does not exceed £300." Section 4 of 32 & 33 Vict. c. 51, enacts that this section "shall extend and apply to all claims for damage to ships, whether by collision or otherwise, when the amount claimed does not exceed £300." By section 9 of 31 & 32 Vict. c. 71, if any person shall take in a superior court proceedings which he might have taken in the county court, "and shall not recover a sum exceeding the amount to which the jurisdiction of the county court in that admiralty cause is limited, he shall not be entitled to costs." In consequence of the careless way in which these statutes are drawn, their meaning was not apparent until they received judicial exposition. The three cases at the head of

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this notice have cleared up the law on several important points.

In *Hewitt* v. *Cory* it was held that "recover" in section 9 includes the taking out of money paid into court in an action, and also that the right to costs under that section is fixed by the amount "recovered," and does not depend upon the amount "claimed" under section 3, as the wording of section 3 might seem to imply. The question in *Everard* v. *Kendall* was whether the jurisdiction given by section 3 of 31 & 32 Vict. c. 71, and section 4 of 32 & 33 Vict. c. 51, extended to a collision between barges in the Thames propelled by oars only. There is no definition of ship or vessel in either statute, and the words of those sections are wide enough to include barges. It was argued, however, that the admiralty jurisdiction of county courts is not more extensive than that of the High Court of Admiralty; and it was admitted that the Court of Admiralty had no jurisdiction over the collision, as its jurisdiction is limited to ships, as defined by section 2 of the Admiralty Court Act, 1861 (24 Vict. c. 10), which excludes vessels propelled by oars only. The statutes giving admiralty jurisdiction to county courts contain no provision that such jurisdiction shall not exceed the jurisdiction of the Court of Admiralty; but section 7 of 31 & 32 Vict. c. 71, provides for the transfer to the Court of Admiralty in certain cases of admiralty causes from the county court. This section furnished a strong argument to show that county courts have not a more extended jurisdiction than the Court of Admiralty, because, if they had, the Court of Admiralty might have to decide causes under section 7, over which it had no original jurisdiction whatever. The Court appear to have been much influenced by this argument, and decided that the county court had not any jurisdiction over the collision, because the Court of Admiralty had no such jurisdiction.

The point actually decided refers only to cases of collision, and merely establishes that "ship" and "vessel" in these two statutes, giving admiralty jurisdiction to county courts, mean such ships and vessels as are within 24 Vict. c. 10. The case is, however, to some extent an authority for a much wider proposition—viz., that in no case under 31 & 32 Vict. c. 71 have these county courts jurisdiction where the Court of Admiralty has no jurisdiction, and this principle has been affirmed by the Court of Admiralty in the subsequent case of the *Dowse*. There a cause of necessaries was instituted under section 3 of 31 & 32 Vict. c. 71. The necessaries were supplies to a British ship one of whose owners was domiciled in England. The Court of Admiralty have no jurisdiction in such a case (24 Vict. c. 10, s. 5), and it was held on the same principle as in *Everard* v. *Kendall* that the county court had, therefore, no jurisdiction.

This principle limits very much the wide wording of this statute, and it extends to cases other than those we have noticed. For instance the words "*any* claim for damage to cargo" and "*all* claims for damage *to* ships" must now be read with considerable limitation. It must be noticed, however, that *Everard* v. *Kendall* and the *Dowse* have only decided that this principle applies to 31 & 32 Vict. c. 71, they do not show that it applies to 32 & 33 Vict. c. 51, and indeed Sir R. Phillimore in his judgment in the *Dowse* expressly says that the Court of Admiralty "under 32 & 33 Vict. c. 51, has an appellate jurisdiction as to claims arising out of agreements for the use or hire of a ship and the carriage of goods in a ship, as to which there was no original jurisdiction." If this be so the county courts under the latter statute have a jurisdiction wider than that of the Court of Admiralty. No question as to this point has, however, yet come before any of the courts.

Mr. Spencer Percival, the barrister for the City of London, will commence his sittings on Friday, the 16th inst., at 11 o'clock, in the Court of Common Pleas, Guildhall. The lists and notices of liverymen will be first received.

COURTS.

JUDGES CHAMBERS.

Aug. 19.—*Norwich Election Petition.*

The following is a copy of the order made by Mr. Justice Byles in the above petition, whereby the most important clauses of the petition have been ordered to be cancelled, and the trial of the petition consequently postponed until the decision of the Court of Common Pleas has been obtained on the validity of the order:—

"Upon hearing counsel on both sides, and upon reading the affidavits of the petitioner and another, and of the respondent, I do order that the fifth and sixth paragraphs of the petition filed herein be struck out. And I further order that the petitioner shall be at liberty (if he shall think fit) to stay all further proceedings herein until the tenth day of next term, that he may have the judgment of the Court of Common Pleas on the validity of this order.

And I further order that the petitioner do give notice in writing of his election to proceed or stay on or before Tuesday next, the 23rd August, and that in default of such notice proceedings on the petition, as amended, shall go on."

Notice has, we believe, since been given of the petitioner's intention to stay proceedings pending the appeal.

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY.)

Sept. 7.—*Bartlett* v. *Hudson.*

Bankruptcy Act, 1869, *ss.* 7 *and* 118—*Bankruptcy Act*, 1861, *s.* 90—*Debtor's summons—Debt contracted before passing of Bankruptcy Act*, 1861.

This was an application to dismiss a debtor's summons issued under section 7 of the Bankruptcy Act, 1869; and the question turned upon the 118th section of the same Act, which provided that "no person not being a trader shall be adjudged a bankrupt in respect of a debt contracted before the date of the passing of the Bankruptcy Act, 1861." The amount claimed by the summons was £13,500, due upon a judgment recovered in 1866, and it was admitted that the debtor was a non-trader.

From the evidence, it appeared that in the year 1855 the debtor, in consideration of two several sums of £5,000 advanced to him by the creditor, executed two several deeds, each of which was identically the same with the other, by which certain property was conveyed by way of security; and each deed contained a covenant for payment of the principal sum advanced on a day fixed (in June, 1855), with interest in the meantime at £5 per cent. Beyond that covenant, there was not any further covenant by the debtor for payment of interest, in case of default being made on the day fixed. Default having been made in payment, no steps appeared to have been taken by the creditor to enforce the covenant until March, 1866, when he issued a writ, and judgment, having been allowed to go by default, was signed on the 5th of May in the same year for the sum of £13,500, being the amount of the principal debt, with interest to the date of the judgment. That was the judgment upon which the debtor's summons had been issued, and the debtor, by his particulars, claimed a further sum of £2,160 for interest upon his judgment, making the whole claim of £15,660. The debtor, having filed the usual affidavit that he was not indebted in a sum sufficient to support a bankruptcy petition, applied to the Court for the dismissal of the summons.

Brough, in support of the application, cited *Williams* v. *Harding*, 14 W. R. 503, where the House of Lords held that no debt was capable of sustaining an adjudication unless the liability *in posse* as well as *in esse* had originated subsequently to the passing of the Bankruptcy Act, 1861. As to the interest, that he contended was merely an incident of the original debt—something in the nature of a penalty or damages for non-payment of the principal; it arose out of the original debt, and the obligation to pay it was contracted at the time when the debt itself was incurred (*Newton* v. *Grand Junction Railway Company*, 16 Mee. & W. 139; *Price* v. *Great Western Railway Company*, ib. 247). In regard to the judgment, that was only a mode of enforcing the original debt, and did not in this instance constitute a fresh debt.

Mr. *J. T. Treherne*, for the debtor, contended (1.) that the original debt was put out of consideration and became merged in the judgment, the date of which must be taken

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as the date of the debt being contracted; (2.) assuming this were not so, then, although the principal debt was contracted before 1861, yet, as regarded all arrears of interest accruing after that time, fresh liabilities were constituted, all of which were, in fact, debts contracted since the passing of the Act of 1861 (*Warleigh* v. *Tucker*, 6 W. R. 755).

Mr. Registrar MURRAY, in giving judgment, said that upon the face of the particulars and the summons there was nothing to show that the debt was not one amply sufficient to support a bankruptcy petition. As to the first contention of the debtor, there was no doubt that, for many purposes, where a creditor obtained judgment for a debt the judgment operated as an extinguishment of the original debt, or, in other words, the original debt became merged in the judgment. But that the original debt was not extinguished or satisfied for all purposes was abundantly clear. There were numerous authorities to show this. And, amongst others, he might refer to the cases in which creditors had been held competent to make a debtor bankrupt on the original debt, notwithstanding that they had obtained judgment upon it after an act of bankruptcy committed; the petition being supported not on the judgment but in the original debt on which it was founded. To use the words of Lord Justice Turner in *Ex parte Griffiths* (3 De G. M. & G. 173), "The result of the cases was that where a debt existed in the shape of a judgment it must be considered to be due in respect of the original debt for the purpose of supporting a bankruptcy." Then, as to the second objection, it was said that all interest becoming due after the passing of the Act constituted in fact a fresh debt contracted after that time. He could not accede to that proposition, It seemed to him immaterial whether the deed contained a covenant to pay accruing interest or not. In the one case the mortgagee would be entitled to the accruing interest by virtue of the express contract; in the other he would get it in the nature of damages, the very nature of the mortgage deed showing an intention on the part of the contracting parties that the debt was to be a debt carrying interest; and therefore it was that in suing upon a covenant to pay principal and interest upon a given day it was the invariable practice of the courts of law to give interest by way of damages, and for courts of equity to allow the mortgagor to redeem only on the terms of his paying such interest. But whether the creditor got his interest under express contract or as damages, the date at which the debt was contracted must, as it seemed to the learned Registrar, be the date of the deed. The argument was that till the interest accrued due there was no debt. But in point of fact the moment the debtor executed the deed of 1855 he became liable to pay not only the principal sum but all interest which might be awarded against him; and having put himself under this obligation he incurred a debt. If this had been *res integra* he would have had little difficulty in arriving at the conclusion that the summons could not be supported. But the point was really concluded by *Williams* v. *Harding* (14 W. R. 503), which was a stronger case than the present.

Summons dismissed with costs.

Solicitors for the debtor, *Elmslie, Forsyth, & Sedgwick.*

Solicitors for the creditor, *Treherne & Wolferstan.*

APPOINTMENTS.

Mr. ROBERT JOHN WALCOTT, barrister-at-law, has been gazetted Attorney-General of the colony of Western Australia. Mr. Walcott was called to the bar at the Middle Temple in May, 1847, and for some years has practised at Jamaica. The Attorney-Generalship of Western Australia, which confers a seat in the Executive and Legislative Councils of the colony, is worth £500 per annum.

Mr. RICHARD BERENS BRADFORD HAWKINS, solicitor, of Woodstock, Oxfordshire, and clerk to the Woodstock Board of Guardians, has been appointed Clerk to the Waywardens of the Wootton District of Highways, in place of Mr. Henry Churchill, the missing solicitor, of Deddington. Mr. Hawkins was certificated in 1846. The other candidates for the office were Mr. W. C. W. Lovell, solicitor, of King's Sutton and Deddington; and Mr. C. D. Faulkner, solicitor, of Deddington.

Mr. JOHN HOUCHEN, solicitor, of Thetford, Norfolk, has been elected Town Clerk of that borough, and also Clerk to the Local Board, in succession to Mr. R. E. Clarke, solicitor, deceased. Mr. Houchen, who was certificated in 1839, is also Clerk of the Peace and Registrar of the County Court, and had formerly occupied the position of mayor of Thetford.

Mr. ODDEN F. READ, solicitor, of Mildenhall, Suffolk, has been appointed Clerk to the Borough Magistrates of Thetford, Norfolk, in succession to the late Mr. R. E. Clarke. Mr. Read has also received the appointments of Clerk to the Commissioners of Taxes, and of Clerk to the Burial Board. Mr. Read, who is a son of Mr. James Read, sen., of the firm of Isaacson & Read, solicitors, of Mildenhall, recently purchased the goodwill of the business of the late Mr. Clarke, town clerk of Thetford, whom he has been appointed to succeed in the above-named offices.

Mr. EDWARD ARNOLD, solicitor, and town clerk of Chichester, has been appointed Clerk to the Magistrates of that city, vice Mr. James Powell, jun., deceased. Mr. Arnold has also been appointed, by the town council, to be Coroner for the city of Chichester, which office also became vacant by the death of Mr. Powell.

OBITUARY.

MR. JOHN COLLYER.

The death of John Collyer, Esq., one of her Majesty's Judges of County Courts, took place at his seat, Hackford Hall, near Reepham, Norfolk, on the 1st inst, in the seventieth year of his age. The deceased gentleman was the eldest son of the late Ven. John Bedingfeld Collyer, M.A, Archdeacon of Norwich (who died in 1857) by Catherine, youngest daughter of the late William Alexander, Esq., of London, who was the eldest brother of the first Earl of Caledon. Mr. John Collyer was born on the 15th July 1801, and was educated at the Charterhouse, and afterwards proceeded to Clare Hall, Cambridge, where he graduated B.A. in 1822, and M.A. in 1825. He was called to the bar at Lincoln's-inn in November, 1827, and was for some years a fellow of his college. In 1842 Mr. Collyer was appointed Commissary of the diocese of Norwich, and in March, 1847, he became a judge of county courts, Circuit No. 35, which includes parts of Bedfordshire, Cambridgeshire, and Huntingdonshire; he was also a magistrate for the county of Norfolk. Mr. Collyer was the author of "A treatise on the Law of Partnership," and of "Reports" of cases in Chancery before Vice-Chancellor Knight Bruce. In March, 1837, he married Georgiana, eldest daughter of Sir William Johnston, seventh Baronet of Hiltown, Aberdeenshire, by which lady he has left several children. The Collyer family, it is believed, are descended originally from Flemish Protestant refugees, who settled at Cripplegate, in the city of London.

MR. JAMES POWELL, JUN.

The death of Mr. James Powell, Jun., solicitor, of Chichester (firm Powell & Arnold), took place there on the 28th of August, in the 46th year of his age. The deceased gentleman was the eldest son of Mr. James Powell, solicitor, who for many years held the office of Town Clerk of Chichester, and was also clerk to the city justices; upon whose resignation, in 1866, his son was appointed to succeed him in both offices. Mr. J. Powell, jun., was also coroner for the city of Chichester, and Clerk to the Guardians of the City Incorporation. More than two years ago his illness commenced, when his partner, Mr. Edward Arnold, was appointed to act for him in his various offices; but about a year ago, Mr. Powell resigned the town clerkship, when Mr. Arnold was elected to fill the vacant post, continuing to officiate in the other appointments till the present time. Mr. J. Powell, jun., was certificated as a solicitor in 1846, and was in partnership with his father till his retirement from business.

MR. H. S. SELFE.

We have to record the death of Henry Selfe Selfe, Esq., one of the magistrates of the Westminster Police Court, which took place at his residence, St. George's-square, Pimlico, on Tuesday last, at the age of sixty years. The late Mr. Selfe was born in 1810, and was educated at Rugby, and afterwards proceeded to the University of Glasgow. He was called to the bar at Lincoln's-inn in June, 1834, and for many years practised at the Parliamentary bar, and on the Oxford Circuit, besides attending the Worcestershire and Gloucestershire sessions. During this period he was for some years Recorder of Newbury,

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which office he filled till 1856, when he was appointed a magistrate of the Thames Police Court, being transferred thence to Westminster in March, 1863. In 1858 Mr. Selfe was nominated, in conjunction with Messrs. Ffrench and Aspinall Turner, a member of the Weedon commission for inquiring into the state of the Army Clothing Department. He was one of the earliest promoters and constant supporters of the Canterbury settlement in the colony of New Zealand, and for many years acted as agent to the settlement in England; he accompanied Lord Lyttelton on a short visit to the colony in 1867. Mr. Selfe married in 1840 Anna Maria, eldest daughter of the late Ven. William Spooner, Archdeacon of Coventry, whose wife was aunt of Sir Lucius O'Brien, Bart., now Lord Inchiquin. Mrs. Selfe (who survives) is a sister of Mrs. Tait, wife of the Archbishop of Canterbury, who was a contemporary of Mr. Selfe at Glasgow. One of his sons is Mr. E. H. Selfe, barrister-at-law, of the Oxford Circuit.

MR. J. JONES.

Mr. John Jones, solicitor, of Newtown, Montgomeryshire, died suddenly on the 25th of August. Mr. Jones was certificated as an attorney in Trinity Term, 1861, and acted as an agent for the Liberal cause in Montgomeryshire.

MR. C. CAVE.

Mr. Charles Cave, solicitor, of Bracknell, Berkshire, expired on the 27th of August, after a long illness, at the age of sixty-one years. The late Mr. Cave was certificated as a solicitor in Easter Term, 1833, and held the office of Clerk to the Guardians of Easthampstead Union since its formation (nearly forty years ago); he was also Clerk to the Assessment Committee, and to the Easthampstead District Highway Board.

SOCIETIES AND INSTITUTIONS.

SOCIAL SCIENCE CONGRESS.

The jurisprudence department of the Social Science Association at their forthcoming meeting on the 21st inst. will be well supported. On the contraband of war question, Mr. John Westlake and Dr. Waddilove will read papers. On the question of the liability of railway companies to compensation for the acts of their servants, Mr. Joseph Brown, Q.C., will read a paper. Mr. Daniel, Q.C., will open the discussion on the question whether or not it is desirable to establish tribunals of commerce. The Right Hon. Sir Walter Crofton will preside over the repression of crime section, and the questions in that section will be ably introduced by gentlemen of practical experience. In the health department Mr. W. H. Michael, barrister-at-law, will read a paper on the modifications desirable in the existing sanitary laws and administration, and the discussion will be opened by Sir Charles Adderley, M.P. The subject of the adulteration of food, drink, and drugs, and what legislative measures ought to be taken to prevent it, will be brought forward in a paper by Dr. Letheby who will be supported by the editor of the *Food Journal*. In the economy department Mr. Rupert Kettle, county court judge, who has of late taken great interest in disputes between masters and workmen, will preside over a section for the consideration of the question of "How far is it desirable and practicable to establish courts of conciliation or arbitration between employers and employed?" The congress assembles on Wednesday 21st, on which day the inaugural address will be delivered by the president, the Duke of Northumberland, at 8 p.m. The addresses of the chairman of council and presidents of departments will be delivered on successive days. The departments commence their work after the address, at eleven. There will be a working men's meeting and two soirees in the evenings, and as a relief to the fatigues of business excursions have been arranged to the Roman Wall (on the invitation of Mr. John Clayton, solicitor, who has liberally offered to provide luncheon), and to the manufactures on the Tyne, including the extensive works of Messrs. Palmer & Co., who will also entertain the visitors. The Duke of Northumberland will also invite a large number to visit Alnwick Castle on the concluding day of the meeting. Preparations on a large scale are being made in the way of private hospitality. The meeting promises to be one of the most successful which the association has held for many years.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 9, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92	Annuities, April, '85
Ditto for Account, Oct. 4, 92⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90¾ xd	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90¼ x d	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 107
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100 xd	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	36
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121
Stock	Do., A Stock*	100	132
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	69
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	39⅛
Stock	London, Chatham, and Dover	100	13⅛
Stock	London and North-Western	100	127
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	43½
Stock	Metropolitan	100	64
Stock	Midland	100	125⅛
Stock	Do., Birmingham and Derby	100	91
Stock	North British	100	33½
Stock	North London	100	117
Stock	North Staffordshire	100	57
Stock	South Devon	100	46
Stock	South-Eastern	100	72
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Events abroad during the past week, as they seemed from day to day likely to increase or diminish the duration of the war, have caused corresponding fluctuation, not only in foreign securities, but in our own funds. During the last day or two a somewhat steadier tone has prevailed, with an upward tendency.

The demand for money has slightly increased, the action of the Bank directors in not again lowering the rate of discount having encouraged this tendency. The supply, however, is still very abundant.

In railway shares, except those of the companies most closely connected with France, there has been a slight rise.

Mr. Basil Field, solicitor, of the firm of Field, Roscoe, Field, & Francis, and Mr. Samuel H. C. Maddock, solicitor, have recently joined the Board of Directors of the Law Union Fire and Life Insurance Company.

We learn that the Home Secretary has refused to sanction the salary of £350 to the newly-elected clerk to the Gateshead magistrates (Mr. S. Robson), on the ground that, the fees being £480, there would be a surplus of £130 to go to the borough. This being considered too large a surplus, either the fees will have to be reduced, or the clerk's salary increased. The clerk (Mr. Robson), taking advantage of this objection of the Home Secretary, has applied for an increased salary, but the magistrates object to the advance.

The Salford Town Council have granted the sum of £100 to Mr. George Brett, solicitor, late Town Clerk of that borough, in consideration of the extra services rendered by him in connection with the passing of the Salford Improvement Act.

The salary of Mr. William Foyster, clerk to the borough magistrates of Salford, has been increased by the Town Council from £500 to £600 per annum.

Judge Bradwell, in a recent speech at Chicago, said that the reason so few criminal cases were tried before the women jurors in Wyoming was, that in that territory a defendant's lawyer may challenge twenty jurors without giving any reason, and that the lawyers, fearing the women would convict, thus took many cases out of their hands. The feminine standard of morality was too high.—*Albany Law Journal.*

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BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

PRENTICE—On Sept. 3, at Leinster-square, Kensington-gardens, the wife of S. Prentice, Esq., Q.C., of a son.

RUTHERFURD—On Sept. 2, at 6, St. Stephen's-square, Westbourne-park, the wife of Henry Rutherfurd, barrister-at-law, Esq., of a daughter.

MARRIAGES.

HALTON—GRAVES—On Sept. 6, at St. James's Church, Piccadilly, John Cassie Halton, Esq., barrister-at law, of Montreal, Canada, to Olivia Drewe, third daughter of the late Robert James Graves, Esq., M.D., F.R.S., of Merrion-square, Dublin.

MANLEY—LEEKEY—On Aug. 29, at Neufchatel, Switzerland, William Hewett Manley, of Bridport, Dorset, solicitor, to Sarah Elizabeth, daughter of George Leekey, Esq., of Wanderwell-house, Bridport.

DEATHS.

COLLYER—On Sept. 1, at Reepham, Norfolk, John Collyer, Esq., one of H.M.'s Judges of the County Courts, in the 70th year of his age.

NAYLOR—On Tuesday, Sept, 6, Charles Naylor, of Potter-Newton, and Leeds, solicitor, aged 64.

SELFE—On Sept. 6, at 15, St. George's-square, S.W., Henry Selfe Selfe, Esq., one of the Magistrates at the Westminster Police Court, aged 59

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Sept. 2, 1870.

LIMITED IN CHANCERY.

Universal Private Telegraph Company (Limited).—Petition for winding up, presented Aug. 29, directed to be heard before the Master of the Rolls on Nov 5. Ellis, Lombard-street, solicitor for the petitioners.

TUESDAY, Sept.6, 1870.

LIMITED IN CHANCERY.

London, Belgium, Brazil, and River Plate Royal Mail Steam Ship Company (Limited) —Petition for winding up, presented Sept. 6, directed to be heard on the next petition-day, before Vice-Chancellor Bacon on Sept. 15, at 1, at the Barrington Arms, Shrivenham, Berks. Bannister & Robinson, Rectory-house, Martin's-lane, Cannon-street, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Sept. 2, 1870.

British Workmen Friendly Society, Mayberry Arms, Briery Hill, Monmouth. Aug. 26.

Rossett Friendly Society, Rossett, Denbigh. Aug. 24.

TUESDAY, Aug. 30, 1870.

Iron Club Friendly Society, Bull's Head Inn, Cookley, Worcester. Aug. 31.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 2, 1870.

Coupland, Hannah, Goxhill, Lincoln, Spinster. Nov 14. Goy, Barton-on-Humber.

Etches, Jas Goulbourn, Whitchurch, Salop, Solicitor. Oct 1. Pearson, Market Drayton.

Godden, Hy, Brighton, Sussex, Esq. Oct 15. Case, Maidstone.

Goold, Philip, Diss, Norfolk, Blacksmith. Sept 26. Brown, Diss.

Holmes, Geo, Leicester, Builder. Nov 1. Stone & Co, Leicester.

Kemp, Wm, Portsmouth, Southampton, Innkeeper. Oct 1. Hellard & Son, Portsmouth.

Lewis, John, Sparsholt, Southampton, Gent. Oct 22. Adams, New Alresford.

Lloyd, Chas, Hurley-road, Lower Kennington-lane, Patent Fan Manufacturer. Nov 6. Stretton, Southampton-buildings, Chancery-lane.

Major, Annie Maria, Hove, Sussex, Baker. Oct 1. Shaft, Brighton.

Miers, Richd Hanbury, Cadoxton-juxta-Neath, Glamorgan, Esq. Oct 15. Talbot & Tasker, Bedford-row.

Moore, Chas Hewitt, Piccadilly, Surgeon. Oct 20. Underwood & Colman, Holles-st, Cavendish-sq.

Nicholson, Thos, Maida-hill, Middx, Licensed Victualler. Sept 25. Hunter & Co, New-sq, Lincoln's-inn.

Rouse, Richd Oliver, Woodford, Devon, Gent. Sept 29. Hancock, Milton Damerell.

Rummey, Geo, Gloster-grove, East Brompton, Milkman. Oct 3. Newman, Clifford's-inn, Fleet-st.

Shule, Wm, Bilston, Stafford, Gent. Oct 31. Mason, Bilston.

Smithies, Wm, Kirby Moorside, York, Mason. Nov 10. Petch.

Toomer, Saml Elgar, Preston-next-Wingham, Kent, Gent. Nov 1. Wightwick & Kingsford.

Wade, Anna Maria, Shrewsbury, Salop, Widow. Sept 29. How, Shrewsbury.

Willcox, Jas Davis, Abbots Leigh, Somerset, Farmer. Oct 6. Hamlin, Wrington, near Bristol.

Wiltshire, Geo, Ludgate-hill, Licensed Victualler. Nov. 1. Walters & Gush, Finsbury-circus.

TUESDAY, Sept. 6, 1870.

Adams, John, Wall-under-Haywood, Salop, Gent. Oct 17. Marston, Ludlow.

Ashton, Eliz, Huddersfield, York, Spinster. Nov 1. Moseley. Huddersfield.

Barnes, John, Byfleet, Surrey, Esq. Oct 20. Abbott & Co, New-inn, Strand.

Barr, Anne Sidney, Paris, Spinster. Sept 30. Maugham, Faubourg St Honore, Paris.

Barton, Mary, Stanford Rivers, Essex, Spinster. Oct 10. Hine-Haycock, College-hill.

Brook, Geo, Almondbury, York, Butcher. Oct 11. Sykes, Huddersfield.

Browning, Fredc, St Lawrence, Jersey, Esq. Oct 10. Hine-Haycock, College-hill.

Cann, John, Knowle, Devon, Gent. Oct 1. Adams, Exmouth.

Clack, Saml. Andover-rd, Hornsey-rd, Gent. Oct 10. Hine-Haycock, College-hill.

Clarendon, Hon. Geo Wm Frederick, Earl of. Nov 1. Leman & Co, Lincoln's-inn-fields.

Harrop, Jas, Dukinfield, Chester, Pawnbroker. Nov 1. Brooks & Co, Ashton-under-Lyne.

Headland, Francis John, Tonbridge, Kent, Gent. Oct 1. Alleyne & Walker, Tonbridge.

King, Robt, Morpeth, Northumberland, Builder. Oct 1. Woodman, Morpeth.

Lambarde, Rev. Thos, Carnarvon-ter, Notting-hill, Clerk. Oct 20. Holcroft & Knocker.

Laurence, Wm, Huddersfield, York, Stone Mason. Nov 1. Moseley, Huddersfield.

Nott, John, Walton-on-the-Hill, Lancaster, Gent. Nov 1. Avison & Co, Lpool.

Patterson, Robt, Etterby Scaur, Stanwix, Cumberland, Gent. Oct 1. Donald, Carlisle.

Twitchell, Thos, Willington, Bedford, Farmer. Oct 31. Turnley & Co, Bedford.

Walter, Charlotte, South-st, Greenwich, Widow. Oct 31. Bristow.

Bankrupts.

FRIDAY, Sept. 2, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Broad, Geo, Lime-street, Merchant. Pet Aug 30. Hazlitt. Sept 16 at 1.

Cooper, Thos Hy, Prince's-mews, Pembridge-sq, Bayswater, Job Master. Pet Aug 30. Hazlitt. Sept 16 at 12.

Keeble, Robt, Oxford-st, Licensed Victualler. Pet Aug 30. Hazlitt. Sept 19 at 12.

Turner, Wm, Harrow-green, Leytonstone, Essex, Oilman. Pet Aug 30. Hazlitt. Sept 16 at 12.

To Surrender in the Country.

Barter, Wm, Bramshaw, Hants, Builder. Pet Aug 29. Thorndike. Southampton, Sept 14 at 12.

Bloomfield, Geo Christopher, Rickinghall Inferior, Suffolk, Grocer. Pet Aug 29. Pretyman. Ipswich, Sept 17 at 1.

Bottomley, John, Horton, York, Machine Woolcomber. Pet Aug 23. Robinson. Bradford, Sept 13 at 12.

Cooke, Joseph, Abergavenny, Monmouth, Brewer. Pet Aug 30. Shepard. Tredegar, Sept 13 at 10.

Gwynne, John, Lpool, Comm Traveller. Pet Aug 31. Watson. Lpool, Sept 16 at 11.

Heron, Dennis, Bridgewater, Somerset, Innkeeper. Pet Aug 31. Lovibond. Bridgewater, Sept 21 at 2.

Myers, Wm, Wombwell, York, Joiner. Pet Aug 25. Bury. Barnsley, Sept 29 at 11.

Price, David, Dowlais, Glamorgan, Licensed Victualler. Pet Aug 26. Russell. Merthyr Tydfil, Sept 15 at 11.

Pullen, Theresa, Leeds, Mantua Maker. Pet Aug 30. Wilson. Leeds, Sept 29 at 11.

Reeves, Saml Wm, Brighton, Sussex, Cattle Salesman. Pet Aug 29. Evershed. Brighton, Sept 20 at 11.30.

Shelton, Richd Martin, Crowland, Lincoln, Veterinary Surgeon. Pet Aug 29. Gaches. Peterborough, Sept 16 at 2.

Thompson, Jas, Cheadle, Stafford, Draper. Pet Aug 21. Keary. Stoke-upon-Trent, Sept 14 at 12.30.

Travis, Hy, jun, & Edmund Bamford, Littleborough, Lancashire, Flannel Manufacturers. Pet Aug 29. Buckley. Oldham, Sept 15 at 12.

Williams, John Lloyd, Everton, nr Lpool. Pet Aug 30. Hime. Lpool. Sept 14 at 11.

Woodhams, Thos King, & Sarah Woodhams, Seaford, Sussex, Brewers. Pet Aug 29. Blaker. Lewes, Sept 15 at 12.

TUESDAY, Sept. 6, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Altmann, Hy Joseph, Caroline-street, Bedford-sq, Surgeon. Pet Sept 2. Hazlitt, Sept 19 at 11.30.

To Surrender in the Country.

Appleby, Geo, Scarborough, York, Grocer. Pet Sept 3. Woodall. Scarborough, Sept 19 at 12.

Clough, Isaac, Birkenshaw, York, Woolstapler. Pet Sept 1. Nelson. Dewsbury, Sept 22 at 1.

Harrison, Saml, Derby, Draper. Pet Aug 26. Weller. Derby, Oct 15 at 11.30.

Page, Robt Hy, Bath, Coach Proprietor. Pet Aug 31. Stone. Bath, Sept 19 at 11.

Selby, Thos Wm, & Geo Drummond, Laister Dyke, nr Bradford, York, Stuff Manufacturers. Pet Sept 2. Robinson. Bradford, Sept 19 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 2, 1870.

Herbert, Job, Leicester, Paper Box Manufacturer. Aug 29.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town,* 26*s.*, *Country* 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth,* 2*s.* 6*d.*, *half law calf,* 4*s.* 6*d.*

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The Solicitors' Journal.

LONDON, SEPTEMBER 17, 1870.

THE FINANCIAL AND COMMERCIAL WORLD were startled not a little by a letter in the *Times* of Monday from a Mr. Brock suggesting that cheques were liable to an *ad valorem* duty under the new Stamp Act. Mr. Brock has, it appears, addressed a communication to the Solicitor to the Inland Revenue, and obtained a reply to the effect that a cheque is within the definition of a bill of exchange in the new Stamp Act, with a reference to the 47th section, by which it is enacted, "the term bill of exchange, for the purposes of this Act, includes also drafts orders, cheques, and letters of credit." Fortified with this official letter, and finding in the schedule to the Act a scale of *ad valorem* duties on bills of exchange, Mr. Brock rushed into print with the theory that cheques are subjected to an *ad valorem* duty. Had he taken the trouble to read the schedule carefully, he would not have announced the discovery of such a mare's nest. The *ad valorem* duties are imposed upon bills of exchange payable otherwise than on demand. The duty upon a bill of exchange payable on demand is one penny. A cheque is an inland bill of exchange payable on demand, therefore the duty on a cheque is one penny—the same amount as heretofore. A moment's reflection will show how extremely undesirable it would be to impose a heavy duty on cheques. The payments made by cheques are enormous in the aggregate, and cheques are not unfrequently drawn in the City for £12,000 or £15,000. The duty on a cheque for £15,000 is now one penny; if it paid the *ad valorem* duty on a bill of exchange for a similar amount, it would pay £7 10*s.* Debts would then be paid and accounts settled not by cheques, but by currency; an immense increase in the circulating medium of the country would be necessary, and this would involve a consequent additional expense. It was the weight of these considerations that gave rise to the entire exemption of cheques from all stamp duty up to the year 1858, and to the fact that, when a duty was imposed upon them, that duty was fixed at a penny, at which low rate it is continued by the new Act.

WE LEARN from the columns of a contemporary that a scheme is on foot for the establishment of a "court of reference," having a chancery court presided over by an equity barrister, a common law court presided over by a common law barrister, a solicitor with whom "subscribers may confer," legal representatives "with whom solicitors may have conferences," "a chamber barrister retained," and so on. There is nothing new in all this. This sort of Joint Stock Justice Company (Limited) has been proposed a hundred times over; and the common sense of the community has always known how to deal with the proposal.

No doubt the present practice of arbitration is very faulty, and no one has spoken more plainly of its defects than we have done. And there is a clear need for a court in which an arbitrator (that is to say, a single judge without a jury, and who need not be a man of the same standing and experience as a judge of a superior court) shall sit from day to day to dispose of the cases referred to him. We have for years past pointed out the need of such a change, and the Judicature Commissioners have reported most strongly in favour of it. But if we are to have such a court, as we believe we soon shall, let it at least be the court of her Majesty, and the judge a public officer. We have no desire for any fresh statutes of *præmunire*. We prefer trusting to popular intelligence. But though free trade and open competition are excellent things in their way, we do not at all wish to see the administration of justice brought within their operation. If one "court of reference" were only established and proved anything like a good thing for its promoters, we should have a dozen more started at once, with their rival chancery courts, and common law courts, and solicitors, and legal representatives, and chamber barristers and all the other privileges that look so well on paper, each trying to undersell the others, and each striving to surpass the others in that particular branch of free trade which consists in adulteration.

The fact is, all such schemes are too absurd to deserve serious consideration; but it is necessary to notice them because they may tend to encourage confused ideas and excite false hopes in those who do not reflect upon consequences.

LAST WEEK WE NOTICED the question whether it would be a breach of neutrality to allow France or Prussia during the war to raise loans on the London Stock Exchange, and we expressed an opinion that to do so would not involve any breach of neutrality. We are glad to see that this question has been noticed in the money article in the *Times* on Monday last, and again on Wednesday, in a letter to the *Times* from Mr. Abdy, the editor of "Kent's International Law." It is well that this subject should receive full consideration before the question is practically raised by either belligerent, and while the examination of the law upon the point is necessarily impartial.

Mr. Abdy refers to our article, which had been cited in the *Times*, and supplements the authorities we gave by a passage from his own notes to Kent. It seems that Mr. Abdy agrees with the view of the law which we have expressed, but in the passage he cites from his book there is an ambiguity which involves the rule of law intended to be laid down in much obscurity. He says (about which there can be no dispute), that it is a breach of neutrality for a neutral state to lend money to a belligerent, and he continues, "but the acts of individuals independent of *and unknown to* their Government cannot in the matters of loans any more than in the sales of munitions, be considered violations of neutrality." Does this mean that a neutral government is bound to stop the raising of loans or the sale of munitions if those transactions are *not* unknown to them? This would seem to be the implied meaning of the words, but we should think that this is not what the learned author intended to express, and that if the words "and unknown to" were omitted the passage would more accurately state his meaning.

A neutral Government either is or is not bound to prevent the sale of munitions of war, and the raising of loans by belligerents. If it is not bound to do so it is perfectly immaterial whether such sales or loans are or are not known to it. If a neutral is bound to prevent these acts, then it is clear that it is bound in addition to take all reasonable means to ascertain whether its subjects are engaged in these forbidden transactions, and no Government could successfully shelter itself under a simple plea of ignorance.

We notice this point because it is so very important that the rules of international law upon which may hang questions of future peace and war should be stated as accurately as possible. The present rule concerning the raising of loans in neutral countries can

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be stated with as much clearness as any rule of municipal law, and it is a pity that doubts should be suggested upon such a question by the use of inaccurate language.

DANGEROUS PREMISES.

Few questions more frequently present themselves to practising lawyers, then questions as to whether a person, who has had to go, or has gone upon the premises of another, and has there sustained an injury, which he thinks is due to the negligence of that other, is entitled to any remedy. In what cases and to whom is the owner of premises responsible for negligence? This is the form in which the question usually presents itself; but it is not the form in which it can be most advantageously discussed. Negligence means the breach of a duty. And the true question therefore is:—Under what circumstances is there a duty imposed upon the owner of premises to take any precaution for the safety of those coming upon the premises, and what in each case is the limit of that duty. This is the question which we propose to consider in the present article.

As we wish to examine the question in its broadest and simplest form, we must point out at the outset that there are several classes of cases, complicated by considerations so special as to make them valueless for the purpose of throwing light on the general rule, and which must, therefore, be put aside. The most important of these classes of cases are, first, those in which any special relation arising out of contract exists between the parties, whereby the owner of premises has expressly or impliedly bound himself to take some special degree of care for the safety of those who have come upon his premises and there been injured. Under this head falls the case of railway companies, who are bound by the implied terms of their contract to take certain precautions for the security of their passengers.

Secondly, there is another class of cases arising out of the special relation of master and servant. A servant who undertakes 'an employment is held, in a peculiar degree, to undertake it subject to all its risks. And the master's obligations towards him are substantially less than they might, under corresponding circumstances, be towards others (see *Priestly* v. *Fowler*, 3 M. & W. 1; *Indermaur* v. *Dames*, 15 W. R. 434, per Willes, J.).

Thirdly, there are cases in which special obligations are imposed upon the owners of premises, expressly or impliedly, by statute (see in illustration of this, *Clarke* v. *Holmes*, 10 W. R. 405).

Putting aside, then, these exceptional cases, which, if they were not put side, would only tend to obscure the general principles of law, the instances which arise in practice may be conveniently divided under four heads:—The first case is that of a wrong-doer, a trespasser upon the premises in question. The second case is that of one who is only not a trespasser upon the premises, a mere licensee. The third case is that of one who is not merely allowed to come upon the premises, but is invited and induced to come there for purposes of business. The fourth case is that of a person who is upon the premises as of right, they being part of a highway.

Before considering these cases severally, it is necessary to point out one source of confusion which has sometimes led to unnecessary difficulty in understanding the subject, an error which may, we think, be traced even in some of the judgments in which it has been dealt with. This error consists in not clearly distinguishing between a man's right to go upon premises, and his right to personal safety while there. The latter is the right correlative to the duty which we are now considering; and it is a right quite distinct from the other right, though its extent may, in many cases, be materially affected by the existence or non-existence of the other right. For example, the right of a person using a highway to personal security from danger is more extensive than his right over the highway. He has no right to transgress the limits of the highway by a single yard; if he does he becomes at once a trespasser. Still, if anyone open a pit so near the highway that anyone using the highway is likely to fall in, he is liable for the consequences, though no one can in fact be injured without being at the moment a trespasser (see *Barnes* v. *Ward*, 9 C. B. 392, and the cases which have followed it). In the same way if the question be whether a mere licensee has, under given circumstances, any right to be protected from danger while upon the premises which he is licensed to enter, the question is by no means answered by showing that he has no right to go upon the premises at all, but is there only by sufferance.

Of the four sets of circumstances which we have enumerated, the two extreme cases, the first and the last, give rise to little substantial difficulty. As to a mere trespasser, it is clear that he is entitled to expect no precautions to have been taken to render the premises safe for his use. The owner is not bound to anticipate his presence, or make preparation for his security. Though, of course, it must be remembered that a man's being a trespasser does not authorise a trespass upon him; and it must further be remembered that there are instances in which special exceptions to the general rule have been introduced by statute.

In the case of a highway, too, no great difficulty exists. We have seen already that not only is the owner of the soil of the highway not at liberty to interfere with it to the detriment of passengers; but that the owner of adjoining land is liable for the consequences if he creates a danger to those using the neighbouring highway. It is in the two intermediate cases that the difficulty has arisen—namely, in the cases of mere licensees, and of persons coming upon the premises by the inducement of the owner.

As to this second case, the law may now be said to be tolerably well settled, though its application to particular states of facts, is often very difficult. In the leading case of *Indermaur* v. *Dames* (14 W. R. 586, 15 *Id.* 434), the duty of the owner of premises towards one thus coming upon them is defined: "Such a visitor, using reasonable care on his own part for his own safety, is entitled to expect that the occupier shall on his part *use reasonable care to prevent damage from unusual dangers which he knows or ought to know*; and, where there is evidence of neglect, the question whether such reasonable care has been taken, by notice, lighting, guarding, or otherwise, and whether there was contributory negligence in the sufferer, must be determined by the jury as a matter of fact."

In order that a person going upon premises may be entitled to the benefit of this rule, two things must concur:—First, he must have been invited or induced to go there, though this invitation need not, of course, be express, but may be implied from a course of business or otherwise. Secondly, he must go for some purpose of duty or business, not as a mere voluntary visitor; and, therefore, a guest who comes to enjoy the hospitality of a house is not within the rule (*Southcote* v. *Stanley*, 1 H. & N. 247). But, with respect to what is a sufficient invitation or inducement, and what a sufficient purpose of business, the Courts have in the later cases shown a tendency to construe the rule liberally in favour of plaintiffs. There has never been any doubt that customers coming to deal at a shop fall within the description. In *Indermaur* v. *Dames* the premises were a sugar refinery, and in them was an open shaft which, at the time, might have been fenced. The plaintiff fell down the shaft. The plaintiff was a gasfitter, and had been sent to the premises by a patentee, who had put certain gas apparatus for the occupier (which was to be paid for if it answered) to test the apparatus. It was held that the plaintiff was within the protection of the rule of which we are speaking. In *Smith* v. *The London and St. Katharine Docks Company* (16 W. R. 728), the defendants had a dock for the reception of ships, and they provided and managed the gangways which afforded communication to the ships. The plaintiff went on board a ship to do

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business with one of the ship's officers, and in returning by the gangway, was injured in consequence of the gangway having been moved and rendered unsafe. In *Holmes* v. *North Eastern Railway Company* (18 W. R. 800) it appeared that at one of the defendants' stations it was the usual course of business to unload coal in a particular way, and for the consignees to assist in the unloading, and for this purpose to pass along a certain paved way. The plaintiff's waggon of coal could not on a particular occasion be unloaded in the usual way, and with the assent of the station master he proceeded to unload it in a different way. For this purpose he passed along the paved way, and was injured through a defect in the way arising from what the jury found to be the defendants' negligence. Each of these cases was held to fall within the rule to which we have referred. *Wilkinson* v. *Farrie* (1 H. & C. 633), which at first sight may seem scarcely consistent with these cases, differs from them in one material point, namely, that the accident happened not from any "unusual danger" (to use the terms of the judgment in *Indermaur* v. *Dames*), but simply from the plaintiff falling down an ordinary flight of stairs in a passage which he had gone into in the dark.

Far more difficulty arises in the case of a mere licensee. In this case it is clear that the owner of premises is not ordinarily bound to take any care to render the premises free from danger, usual or unusual. The licensee takes his chance of the premises as they are. Thus, a person who allows the public to pass across his lands is not bound to secure that every bridge over water in the land is safe (*Gautret* v. *Egerton*, 15 W. R. 638); nor to fence any quarry holes which may be open in it (*Hounsell* v. *Smyth*, 8 W. R. 277, 7 C. B. N. S. 731); nor to protect any machinery which may be there (*Bolch* v. *Smith*, 7 H. & N. 736). The owner of a loft who gratuitously allows people to go there and sleep is not bound to fence or guard such trap-doors as there may be in it (*Sullivan* v. *Waters*, 14 Ir. Ch. 460).

But is the owner of premises in no case under any liability to a mere licensee? In the last case to which we have referred a very learned judge—Pigott, C.B.—thus expressed himself:—

"I do not attempt to rest my judgment in the case now before us upon any general rule or test directing us, where the owner of premises, which he licenses another to use, shall and where he shall not incur the obligation to guard the licensee against danger. From the authorities in their present state I am unable to extract any such general text or rule. That the owner may incur such obligation is shown by some of the decisions; that in many cases he will not is shown by others."

There are two cases in which it may be suggested that the owner of premises may be liable to a licensee. The first is where he allows the licensee to come upon the premises, knowing of some unusual and concealed danger, which the licensee cannot see for himself. In such a case, is the owner liable for the consequences? In favour of holding him liable there is the analogy of the case of a gratuitous lender of a chattel, who is liable if he lends it knowing of a concealed and dangerous defect (see *Blackmore* v. *Bristol and Exeter Railway Company*, 6 W. R. 336, 8 E. & E. 1035; *McCarthy* v. *Young*, 6 H. & N. 329). And there are also a number of *dicta* in the case which we have already cited.

The second case in which it may be supposed that the owner of premises is liable to a mere licensee is where, after the licensee has used the premises, the owner does something, which produces a concealed danger, which the licensee cannot see or guard against, lays a trap, as it has been expressed. In favour of the liability in this case there is the case of *Corby* v. *Hill* (5 C. B. N. S. 556). But it must be observed that there is some doubt whether some at least of the judges in that case regarded it as a case of mere license or a case of invitation and inducement. And, besides, the case has undoubtedly been received with some dissatisfaction. There are further a number of *dicta*, especially in *Bolch* v. *Smith*, *Indermaur* v. *Dames*, *Gautret* v. *Egerton*, and *Sullivan* v. *Waters*, tending to support this view. Upon the whole, it must be said that the duty of the owner of premises towards a mere licensee is still unsettled. But it is probable that in the end his liability in the two cases we have pointed out will be established.

ACQUIESCENCE AND PART PERFORMANCE.

It is a principle of equity that where the owner of property stands by and suffers a stranger to lay out money upon it under a supposition that he has a right, the owner shall be bound by the facts as he permits them to be understood, and shall not exercise his legal right in opposition.

In the *Earl of Oxford's case* (1 Ch. Rep. 1, 2 White & Tudor, 548) the fact of an outlay having been made, rendering the property so much more valuable, was held to entitle the maker of the outlay to the protection of the Court. The *Earl of Oxford's case* was decided by Lord Chancellor Ellesmere in 13 Jac. 1, before the passing of the Statute of Frauds, but cases of this class are taken out of the operation of the statute by acquiescence, which renders the statute inapplicable.

"There are several instances," said Lord Hardwicke in *East India Company* v. *Vincent*, 2 Atk. 82, "where a man has suffered another to go on with building upon his ground and not set up a right till afterwards, when he was all the time cognisant of his right, and the person building had no notice of the other's right, in which case the Court would oblige the owner of the ground to permit the person building to enjoy it quietly and without disturbance," *i.e.*, where at law an action of ejectment would lie. Thus, where the lessee of premises holden under a corporation applied to them for the grant of an adjoining slip of land which they verbally resolved on giving, and upon the faith of their resolution the lessee entered, incurred expense in building on the slip and continued in quiet possession without rent being either paid or demanded of him for nine years, when the corporation brought ejectment the lessee was advised to file a bill to restrain them from proceeding with the action. The case made by his bill was not proved, but the Court expressed an opinion that both principle and authority would be found for compelling the corporation to make a legal demise in pursuance of their resolution, though not under the corporate seal: *Marshall* v. *The Corporation of Queenborough*, 1 S. & S. 520. This was a case of a stranger building on land upon which he believed he had a right to build, and the real owner standing by and permitting him to continue in that belief until the expenditure was incurred.

Instances of the application of this principle often occur in the case of landlord and tenant. An intending tenant is allowed, for instance, to enter on land and lay out his money upon it, in the expectation that a lease will be granted, and equity will not allow his expectation to be frustrated, but will decree specific performance as of a contract to grant the lease, where the recognition of the existence of such a contract can be inferred from the acquiescence of the landlord. It need scarcely be added that relief in respect of expenditure under an erroneous opinion of title or an expectation of a larger interest, or that the enjoyment would not be disturbed with the knowledge and permission of the other party, requires a case of bad faith clearly made out (*Dann* v. *Spurrier*, 3 B. & P. 399, 7 Ves. 231). If, on the other hand, the expectation be not warranted by any act or word of the landlord, nor has been created or encouraged by him, the tenant has obviously no equity to the protection of the Court (*Pilling* v. *Armitage*, 12 Ves. 78).

In *Gregory* v. *Mighell* (18 Ves. 328), before Sir William Grant in 1811, there had been a parol agreement to grant a lease for twenty-one years, possession under which was taken by the intending tenant, who was suffered to remain in possession, and lay out his money thereon, after which the landlord brought ejectment. Considering the owner's acquiescence as equivalent to

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part performance, the Master of the Rolls decreed specific performance of the parol agreement, and stayed the action. In *Stiles* v. *Cooper* (3 Atk. 692), a remainderman in tail, who might at law have ejected the lessee, for want of the usual covenants in the building lease, was held to be debarred, by six years' acquiescence and receipt of rents, from controverting the lease, and the Court directed a new lease to be executed, with the proper and usual covenants, for the remainder of the term. In *Pain* v. *Cooper* (5 W. R. 340, 3 Sm. & Giff. 449, 1 D. & J. 34) there had been a parol agreement for a lease, which, by the direction of the owner, the intending lessee instructed a solicitor to put into writing. This was done, and the draft agreement was sent to the owner, who let the intending lessee into possession, and directed the solicitor to prepare a lease in conformity with the draft agreement, but subsequently objected to the lease so prepared, and gave the tenant notice to quit, and the Lords Justices held that the delivery and taking of possession was a sufficient part performance of the agreement, as expressed in the draft, to exclude the Statute of Frauds.

Perhaps the most important case of this class of recent date is the case between Sir John Ramsden and his tenants at Huddersfield, which came before the House of Lords in *Ramsden* v. *Dyson* (14 W. R. 926, L. R. 1 E. & I. App. 129). The law was there laid down by Lord Kingsdown as follows:—"If a man, under a verbal agreement with a landlord for a certain interest in land, or under an expectation, created or encouraged by the landlord, that he shall have a certain interest, takes possession of such land, with the consent of the landlord, and, upon the faith of such promise or expectation, with the knowledge of the landlord, and without objection by him, lays out money upon the land, the Court will compel the landlord to give effect to such promise or expectation." In *Ramsden* v. *Dyson*, according to the defendant's evidence, the tenant laid out his money in building on a plot of Sir John Ramsden's land, in the belief, created or encouraged by Sir John's agents, that he was at any time entitled to call for a lease, and, which was equally essential to the case, Sir John Ramsden's agents knew that he believed this to be his right, and yet suffered him to proceed. It is obvious that the person who lays out his money on the land of another, supposing it to be his own, while the other is in ignorance that the money is being laid out, acquires no right thereby, as the essential element of acquiescence is wanting. In point of fact, the tenants failed to establish their right; but the case, regarded from their point of view, was in principle the same as that to which we have adverted, as applying to cases where the owner of land sees a stranger building on it in the mistaken belief that it is his own (*Thornton* v. *Ramsden*, 12 W. R. 880, 4 Giff. 419). If a stranger builds on land, knowing it to be the property of another, equity will not protect him. "If a stranger builds on my land," said Lord Wensleydale in *Ramsden* v. *Dyson*, "supposing it to be his own, and I, knowing it to be mine, do not interfere, but leave him to go on, equity considers it to be dishonest in me to remain passive, and afterwards to interfere and take the profit. But if a stranger builds knowingly upon my land, there is no principle of equity which prevents me from insisting on having back my land, with all the additional value he has added to it."

A case, depending to some extent on the foregoing rule, is that of the *Unity Joint Stock Bank* v. *King* (6 W. R. 264, 25 Beav. 72), where a father allowed his two sons the use and occupation of a piece of ground, whereon they erected a granary, and made lasting improvements at their own expense, and it was held that they had a lien on the premises for their outlay.

The principle stated by Lord Kingsdown was referred to in the recent case of *Bankart* v. *Tennant* (18 W. R. 639, L. R. 10 Eq. 141), where it was suggested that the plaintiffs erected their copper works adjoining the canal, under an expectation, created and encouraged by the owners of the canal, that they should have the continued enjoyment of the water of the canal for the purposes of their works. Had the plaintiffs succeeded in establishing their case they would probably, judging from what the Vice-Chancellor said in his judgment, have obtained a decree in their favour, by the application of the above principle to their case. In *Clavering's case* (5 Ves. 690) some person was carrying on a colliery and had sunk a shaft at a considerable expense. Mr. Clavering saw the thing going on, according to Lord Loughborough, and in the execution of that plan it was very clear the colliery was not worth a farthing without a road over his ground, and when the work was begun he said he would not give the road. The end of it was that he was made sensible that he was to give the road at a fair valuation. Here two things are clear, first that the way was essential to the use of the colliery, and secondly, though Lord Loughborough does not expressly say it, that Mr. Clavering had allowed the colliery owner to lie under the belief, created or encouraged by himself, that he was to have the road. So in *Powell* v. *Thomas* (6 Ha. 300), a colliery owner was constructing a tramway over lands not his own, and wrote a letter offering to take land of the defendant for that purpose at a valuation. The defendant did not answer the letter, and the plaintiff made the tramroad and used it for four years afterwards, when the defendant brought ejectment against him, as a mere trespasser, whereupon he filed his bill for an injunction, charging acquiescence, and an injunction was granted, staying the action upon his giving judgment therein, and paying into Court the utmost value of the land taken by him for the purpose of the tramway. So where A. diverted a watercourse which put B. to great expense, and the diversion being a nuisance to B. he brought an action, an injunction was granted at the suit of A. to restrain it, it being proved that B. saw the work while it was going on, and connived at it, without showing the least disagreement, but rather the contrary (2 Eq. Cas. Ab. 522, pl. 3).

The rule of law that a parol licence, when executed, is not countermandable, but only when executory (*Web* v. *Paternoster*, Palmer, 71), involves the same principle. A parol licence to put a skylight over the defendant's area, which impeded the light and air from coming to the plaintiff's window, was held incapable of being recalled at pleasure after the work had been executed at the defendant's expense; at all events, without tendering the expenses he had been put to (*Winter* v. *Brockwell*, 8 East, 308). All these cases involve, more or less, the general principle to which we have adverted—namely, that if a stranger lays out money on the property of another, supposing it to be his own, and the right owner, knowing what is going on, does not interfere at the time, he will not be allowed to interfere at all afterwards, or, if at all, only on giving compensation.

LEGISLATION OF THE YEAR.

CAP. XIX.—*An Act to amend "The Railway Companies Powers Act, 1864," and "The Railway Construction Facilities Act, 1864."*

The amended statutes are chapters 120 and 121 of 27 & 28 Vict. The object, amongst others, of these statutes was to enable railway companies in certain cases to obtain further powers, or to make branch and other railways respectively on complying with the conditions of a general Act of Parliament, without being obliged to procure in each case a special Act. Railway companies upon complying with the prescribed conditions are enabled under these two statutes, unless the application is opposed, to obtain the necessary authorisation from the Board of Trade in the shape of a draft certificate. The certificate has then to be laid before both Houses of Parliament, and unless either House resolves that the certificate ought not to be made, it comes into operation, and has the same force and effect as if its contents had been expressly enacted by Parliament.

If the application is opposed by any railway or canal

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company, the Board of Trade, by sections 7 and 8 of chapter 120, and sections 9 and 10 of chapter 121, shall not proceed further in the matter, but the applicants may seek by way of bill in Parliament such powers as were sought by them by way of certificate, and such bill may be opposed in the ordinary way.

The amending Act which we are now noticing repeals (section 2) sections 7 and 8 of chapter 120, and sections 9 and 10 of chapter 121 of the Acts of 1864 and part 1 of the schedule to each of these Acts, in which is given a form of notice of opposition to an application under the Act. Sections 3 and 4 provide a fresh machinery in cases where there is opposition to an application for a certificate. There is no alteration made with reference to unopposed applications. By section 3, where a notice of opposition is lodged (the form for which is given in a schedule), the Board of Trade may nevertheless proceed upon the application, but they shall in such case settle a "provisional certificate." Such provisional certificate shall be to the like effect as a draft certificate when there is no opposition, and when confirmed shall have all the force of a certificate duly made by the Board of Trade under the Act of 1864, but previously to such confirmation it shall not be of any validity whatsoever. By section 4 the Board of Trade are within a specified time to procure a bill to be introduced into either House of Parliament for an Act to confirm the provisional certificate, which shall be set out at length in the schedule to the bill. Such bill may be opposed as in the case of a bill for a special Act. There are also provisions relating to costs and other matters of detail. This part of the statute is strictly limited to procedure, it does not affect any rights, and its effect is to throw upon the Board of Trade the duty of introducing a bill when an application is opposed instead of allowing the applicants to do so for themselves.

Section 33 of 27 & 28 Vict. c. 121, which prescribes a certain gauge for all railways made under that Act, is repealed by section 5 of the amending Act, and it is provided that the gauge of every railway under the Act shall be prescribed by the certificate. Sections 4, 6, 7, and 8 of 9 & 10 Vict. c. 57, which forbid the alteration in the gauge of any railway, and the construction of railways contrary to that statute, are applied (also by section 5) to railways made under the authority of a certificate under the Act of 1864, or the amending statute. Section 9 extends to railways made under a certificate; all enactments amending, perpetuating, &c., the enactments described in part 4 of chapter 121 of the Act of 1864. The *short* title of the Act is, "The Railways (Powers and Construction) Acts, 1864, Amendment Act, 1870."

CAP. XX.—*An Act to amend the Mortgage Debenture Act*, 1865.

This Act is to be construed as one with the Mortgage Debenture Act, 1865 (which is referred to in this Act as "the principal Act"), and the present Act may be cited for all purposes as "The Mortgage Debenture (Amendment) Act, 1870."

The general scope of the principal Act may be gathered from the following passage of an article in the *Spectator* at the time of the passing of the Act, transcribed into this journal (S.J., vol. 9, p. 975):—"The object of the Mortgage Debentures Act is twofold: first, to enable companies to advance money to owners of freehold, copyhold, and leasehold property; and, secondly, to enable companies to borrow money themselves on the security of debentures secured on their mortgage securities."

In this legislation the protection of the debenture holders is aimed at in two ways: first, by requiring that the mortgage securities against which any mortgage debenture company will be permitted to issue mortgage debentures shall be subjected to a compulsory valuation, to be made by a surveyor appointed or approved by the Enclosure Commissioners, and the value of the property must exceed the amount of the advance made by the company in respect thereof to the extent of one-third at least of such value; and, secondly, by a compulsory registration of their securities at the Land Registry Office. The powers given by the principal, and this, Act may be exercised by such companies incorporated and carrying on business under the Companies Act, 1862, or any other Act of Parliament, as at the date of the principal Act or thereafter should be entitled to advance money on the security of land; and the company must also, under its Act of Parliament or memorandum of association, be *limited* to one or more of the following objects —viz., the making advances upon any of the securities of a real or *quasi* real nature enumerated in the Act, or the borrowing of money on transferable mortgage debentures, or on one or more of the before mentioned securities. There is also a provision by which any company under the Companyies Act, 1862, whose memorandum of association included, but was not *limited*, to the objects before mentioned, might alter its memorandum and bring itself within the purview of the principal Act (section 3). Any company to come under the Act must have a paid up capital of not less than £100,000, and each share must be of the nominal value of not less than £50, of which not less than one-tenth nor more than one-half must have been paid up.

The *ratio legis* to the advancement of which the provisions of the principal Act are directed, is the facilitating by means of companies formed under its provisions, the borrowing and lending money upon transferable mortgage debentures, to be issued by such companies under the authority of the Act; the right to issue such mortgage debentures being founded upon registration by the company, in the prescribed manner, in the office of Land Registry, of real or *quasi* real securities of the description enumerated (affecting property in England or Wales) to a value equal to the amount of debentures issued. Such securities, by the effect of such registration, are appropriated as a security for the debentures issued to the public. Provisions are made for securing, by the declarations of surveyors approved by the Enclosure Commissioners, a *constat* of the value of the property on which the company's advances are made, which value is to exceed the amount of the advance to the extent of one-third, at least, of such value. On the securities thus registered the company may (by section 11 of the principal Act) found and issue its mortgage debentures (such debentures being also registered), but the principal sum secured by all the mortgage debentures of any company shall never exceed at any one time the total amount (ascertained as prescribed by the Act) of the registered securities of such company, and also shall never exceed ten times the amount for the time being uncalled of its subscribed share capital. All registered securities of the company are charged with the payment of all the outstanding debentures of the company *pari passu* regardless of priority of date, and until discharged from such registration, as provided by the Act, can be used for no other purpose than the satisfaction of the principal moneys and interest secured by such debentures, except that the company may receive the interest on such securities.

There is a machinery (section 16) for the redemption of the registered securities, through the company, at the instance of the person executing the security, and on the neglect of the company, by the application of that person himself to the Court of Chancery (section 17). Every mortgage debenture may be transferred by endorsement and, on the registration of such transfer, the transferee is entitled to the full benefit of the original mortgage debenture, so far as it is then in force. There is an important provision (section 40) that in all cases in which, by the instrument creating the trust trustees have a general power to invest trust moneys in or upon the securities of shares, stocks, mortgages, bonds, or debentures of companies incorporated by or acting under the authority of an Act of Parliament, they may invest such trust moneys on the security of the mortgage debentures duly

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issued under and in accordance with the provisions of this Act.

The Amendment Act of last session is completive and ancillary to the provisions of the principal Act, the practical working of which it is designed to facilitate. The Amendment Act repeals sections 5, 12, 14, 16, 17, 20, 24, 26, 28, and 36 of the former Act, the provisions of which are mainly re-enacted, with some additions and variations, by independent sections in the ancillary Act. Section 5 of the principal Act excluded from the securities on which debentures might be founded (among other enumerated property of an uncertain or fluctuating kind) leaseholds for a less unexpired term than fifty years, or which were subject to "any rent beyond a nominal rent"; while section 4 of the Amendment Act substitutes for the vague terms "any rent beyond a nominal rent" the more definite description of "a rent beyond one-fourth of the annual value of the property leased, estimated at the date of the security given to the company."

Section 7 of the Amendment Act varies the provision in the principal Act by enacting that registration shall not prevent the company from receiving, applying, and giving a valid discharge for any instalments payable by the terms of the deed creating the security, or any annuities. The repealed section of the principal Act only provided for the receipt by the company of interest in the like case.

Sections 8 and 9 make improved provisions for the redemption of securities. Section 10, which appears to be altogether new, provides a mode whereby the mortgage security may be discharged *in part*, but this can only be done if the company make the application to the registrar at the instance of the person giving the security, and on complying with the requisitions of the section.

Sections 11 and 12 relate to the provisions for the inspection of the registers and returns, and the particulars to be contained in the quarterly returns to be made by the company to the registrar.

Section 13 provides that principal, distinguished from interest, and made payable by instalments, and remaining unpaid at the time of valuation, shall be deemed the value of the mortgage at the time of the return.

Section 14 provides for the calculation of the value of annuities.

Sections 15 and 16 regulate the form and terms of the mortgage debentures. They are required by the form B. in the schedule, and by section 16, to be issued in such terms that the principal sums shall be payable either at a fixed time to be named therein, not less than six months nor exceeding ten years from the date, or at any time on six calendar months' previous notice being given to the company by the holder for the time being of the mortgage debenture, or by the company to the holder for the time being, with interest thereon in the meantime at such rate as may be agreed, payable half-yearly or otherwise, and no mortgage debenture to be for less than £50.

Section 17 provides for the registration of the discharge or cancellation of a mortgage debenture.

Section 18 declares that nothing in the Act shall exempt the company from the provisions of any Act relating to joint stock companies, and applicable to the company.

The Town Council of Birmingham have recommended to the Home Secretary, that the sum of £150 be paid to the clerks to the justices of that borough, in consideration of the special and exceptional expenses they have been put to, during the years 1868 and 1869, in consequence of the abolition by the Reform Act of the power of compounding for poor-rates: provided that such sum shall not be deemed an increase of the salary of such clerks, or form the basis of any application by them, or either of them for any future increase thereof, and that their present salary shall hereafter be deemed the remuneration for all business which the said clerks may by reason of their office be called on to perform.

RECENT DECISIONS.

EQUITY.

COSTS OF BANKRUPT DEFAULTING TRUSTEE.

Bowyer v. *Griffin*, V.C.M., 18 W. R. 227.

Where an executor or trustee is a defendant to a suit to administer the trusts of a will or settlement and becomes bankrupt, it is now settled that he is entitled to receive all costs incurred subsequently to his bankruptcy as between solicitor and client. This rule appears to have been originated in favour of unfortunate rather than culpable defendants, and as a premium to defendants who afforded every assistance in their power to the plaintiffs. In *Gibbons* v. *Hawley* (May 10, 1832), cited in a note to *Samuel* v. *Jones* (2 Ha. 246), the order expressly mentioned that the defendant's solicitor had greatly facilitated the realising of the testator's assets. In *Samuel* v. *Jones* (*ubi sup.*), the Vice-Chancellor said—"An executor, although a defaulter to the estate at the time of his bankruptcy, yet properly conducting himself in his character of executor after the bankruptcy, is entitled to his subsequent costs, like any other executor. A different rule would be very harsh. Suppose the case of an executor who has had the misfortune to be made a bankrupt, and he is a debtor to the estate of his testator in a small sum, whilst the chief part of the estate has been got in and secured by his diligence: is a party in such a situation not to have his costs as executor until after the whole of his debt at the time of his bankruptcy shall have been repaid? The bankruptcy is the statutory mode by which in such a case the debt is discharged. . . . No case of misconduct or unnecessary litigation has been shown." In *Carr* v. *Henderson* (11 Beav. 415), the suit was by creditors against an administrator who became bankrupt, pending a reference for accounts on which a balance was ultimately found against him: Lord Langdale refused him any costs. In *Bensusan* v. *Nehemias* (1851, 14 D. G. & Sm. 387) the Vice-Chancellor refused to allow a bankrupt defaulting trustee to have any costs unless he would replace the fund. But subsequently the Courts have taken the mere hard rule of allowing bankrupt trustees all costs subsequent to the bankruptcy. *In Cotton* v. *Clark* (16 Beav. 134) Lord Romilly took *Samuel* v. *Jones* as "expressly deciding" "that the Court will not set off the costs incurred by an executor subsequent to his bankruptcy, against his debt which accrued previous to the bankruptcy." *Turner* v. *Mullineux* (9 W. R. 252), the case oftenest cited, merely affords the information that in that case Vice-Chancellor Wood allowed the costs; it appears from the argument that the bankrupt trustee had given every assistance since his bankruptcy. We do not approve of this indiscriminate rule of awarding costs after bankruptcy, thinking that a distinction might be usefully drawn between the meritorious cases in which the rule seems to have originated, and those cases which are not so. The rule, however, is as firmly fixed as many years' usage can make it. Vice-Chancellor Malins in the present case treats it as both binding and judicious. One hint may be gathered from this case as a matter of practice, and that is that where no dividend is to be got out of the defaulter's estate, or the probable dividend is less than his probable costs, it is not worth while to prosecute the writ merely to remove him; the proper course is to ask him to retire, if he refuse to retire voluntarily, Vice-Chancellor Malins will order him to pay the costs of his own removal.

BILL BY COMMONERS.

Smith v. *Earl Brownlow*, M.R., 18 W. R. 271.

We discussed this case from a somewhat popular point of view very shortly after the delivery of the decision (*ante* p. 242). The bill was filed by a plaintiff, who was himself both a freehold and a copyhold tenant of the manor, on behalf of himself and all other the freehold

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and copyhold tenants, against the lord, claiming the ordinary rights of pasture, and of cutting furze, fern, &c., &c., and also a *jus spatiandi* for purposes of enjoyment and recreation, and prayed an injunction against the interference with such rights.

An objection was taken that the freeholders and copyholders ought not to sue together. The defendant would appear not to have placed much reliance on this objection, for it was not raised by demurrer, and indeed nothing can appear more plainly from a perusal of the older cases, such, for instance, as *Mayor of York* v. *Pilkington* (1 Atk. 282), than that a perfect identity or privity of interest is necessary neither for plaintiffs nor defendants to a bill of peace. The pleader will remember, however, that such a bill can be maintained only on behalf of or against a large number of other persons, to save multiplicity of suits. So, in *Phillips* v. *Hudson* (15 W. R. 370, 2 L. R. Ch. 249), where the plaintiff was the only claimant (being seised of all the commonable land, except one small tenement, whose owner did not interfere), Lord Chelmsford (reversing Lord Romilly) dismissed the bill, saying that the plaintiff had his remedy at law.

The plaintiff established his case, except as to the right of recreation. As to this part of the subject, we refer the reader to our previous comment (*ubi sup.*).

EFFECT OF PARTIAL CONFIRMATION OF A VOIDABLE DEED.

Davies v. *Davies*, M.R., 18 W. R. 634.

In this case, as in *Jarratt* v. *Aldam* (18 W. R. 511), the Master of the Rolls followed Lord Eldon's decision in *Milner* v. *Lord Harewood* (18 Ves. 259, 277), that where a person confirms a portion of a voidable deed, with nothing more, it operates as a confirmation of the entire deed. Lord Hardwicke said in *Harvey* v. *Ashley* (3 Atk. 609), that at law the difference is taken, that where an agreement appears upon the face of it to be prejudicial to an infant, it is void, but if for his advantage, then voidable only (*Lumsden's case*, 17 W. R. 65, L. R. 4 Ch. 31). An infant's deed then requires some act on his part after he comes of age to effect a confirmation, although mere acquiescence, after knowledge of his rights, would be no doubt treated as a confirmation. In *Jarratt* v. *Aldam* the infant made a settlement of his estate before coming of age, reserving a power to jointure, and on his marriage, having attained twenty-one, he exercised the power, some time after which he filed his bill to set aside the settlement, without prejudice to the jointure.

The Master of the Rolls decided that after exercising the power to jointure, and thus recognising the validity of that part of the settlement, he could not be heard to say that he had not confirmed the entire settlement, and dismissed the bill. A man is not at liberty to adopt so much of any transaction as he pleases and reject the rest, where the instrument is voidable.

COMMON LAW.

CRIMINATING INTERROGATORIES.

Inman v. *Jenkins*, C.P., 18 W. R. 897.

We collected and examined all the cases upon criminating interrogatories not long ago (13 S. J. 738), and we then endeavoured, although the task was a difficult one, to deduce some general principle from the many decisions on the subject. We then said "the result of the cases seems to be that the mere fact that interrogatories have a tendency to criminate will not *per se* be a reason for refusing them. It is, however, always a matter for the discretion of the judge at chambers whether interrogatories should be allowed in any action. . . . This being so it seems that the judge will be slow to allow interrogatories having a tendency to criminate unless there is some special reason for them."

Inman v. *Jenkins* has again raised this question. It was an action for libel contained in a letter in the *Times*. The plaintiff obtained leave at chambers to administer interrogatories to the defendant asking, if the defendant was the author of the letter. The Court upheld the decision, but it is difficult to understand the grounds upon which it was upheld. As far as we can see the decision was that the defendant ought to be interrogated, because his substantial defence was that the libel was true, and not that he was not its author (he had pleaded not guilty and justification), and also because facts were stated on the affidavits, which showed that it was very probable that the defendant was the author of the libel. The Court seemed to think that the fact that the substantial defence was a justification constituted a "special reason" which was sufficient to entitle the plaintiff to interrogate the defendant. It may be that the Court thought that only formal proof of the defendant's authorship was required, and that it was clear that in fact he was author. They do not, however, rest their decision on this or, indeed, on any intelligible ground. The only *ratio decidendi* is that as the real point in dispute had nothing in common with the matter inquired after, the plaintiff was entitled to put the question. Of course the defendant is not bound to answer a question of this sort, and, therefore, the whole of this discussion was for the purpose of putting a question which, it was admitted, need not and almost certainly would not be answered. This shows forcibly the vice of the present system, which requires leave to administer interrogatories. If interrogatories of any kind could be administered and all objections necessarily come from the person interrogated, we should seldom have cases of this sort. Even without giving up the present system a great improvement would be effected if the distinction of criminating and non-criminating interrogatories were ignored on the application for leave to administer them. Let all the objections on this head at least come when the answers are made. If this were the rule some intelligible principles might be laid down on this subject, but as it is the greatest confusion prevails and must continue to prevail as long as the present plan of requiring leave to interrogate is followed.

CONSTRUCTION OF WILL—EXTRINSIC EVIDENCE—"NEPHEW."

Grant v. *Grant*, Ex. Ch., 18 W. R. 951.

This case was decided in the Court of Probate (18 W. R. 230) as well as in the Court of Common Pleas before it came before the Exchequer Chamber. A testator devised land to and named as his executor "my nephew, Joseph Grant." At his death there was the plaintiff, Joseph Grant, the son of a brother of the testator, and the defendant, Joseph Grant, the son of a brother of the testator's wife. There was no doubt as a matter of fact that the testator meant his wife's nephew. The question was whether evidence was admissible to show this. Lord Penzance admitted evidence because the words in their ordinary signification might apply to either Joseph Grant, and there was therefore a latent ambiguity. The Court of Common Pleas decided in the same way and on the same ground but they also held that the evidence was admissible for an additional reason, viz., because the testator was in the habit of calling his wife's nephew "his nephew," and therefore that the evidence should be admitted even if the words "my nephew" in their ordinary signification did not apply to the nephew of a wife. The Court of Exchequer Chamber have upheld this decision on the former ground. They have not dissented from the second ground but they expressed no opinion upon it.

BANKRUPTCY.

GENERAL MEETING OF CREDITORS—ASSENT TO RESOLUTION.

Ex parte Pooley, Re Russell, L.J.J., 18 W. R. 1013.

A new point was decided in this case, as to the mode in which, and time at which the votes of creditors in

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favour of a special resolution, in case of bankruptcy or liquidation by arrangement, may be given and proved; and when the great part which general meetings of creditors are to play, and the great power conferred upon them, under the new law of bankruptcy, is borne in mind, the importance of any decision on such a question will be at once apparent.

Section 16, sub-section 8, of the Bankruptcy Act enacts that "a special resolution shall be decided by a majority in number and three-fourths in value of the creditors *present personally or by proxy at the meeting, and voting on such resolution.*" By rule 275, "Only such resolutions as are *reduced into writing and are signed by or on behalf of the statutory majority of the creditors assembled* at a meeting shall be taken cognisance of by the Court, but *the signatures of such creditors may be subscribed subsequently to the meeting*, but prior to the filing or registration of the resolution." Now it is plain that these provisions taken together are capable of two meanings. They may mean that the statutory majority must *at the meeting* vote in favour of the resolution, though their signatures may be affixed afterwards; or they may mean that, provided any creditor has been at the meeting, whichever way he may there have voted, it is still open to him to vote in favour of the resolution by signing it at any time before it is filed or registered.

Lord Justice James has decided in favour of the latter view. This case establishes that a creditor who at the meeting has opposed a resolution has still a *locus pœnitentiæ*; he may change his mind and sign it at any time before its filing or registration.

COURTS.

COURT OF BANKRUPTCY.

BASINGHALL-STREET.

(Before Mr. Registrar ROCHE.)

Sept. 9.—*In re Brady.*

Application under section 80 of the Bankruptcy Act.

Brough, on behalf of the petitioning creditor, and of the receiver in this case, applied for an order under the 80th section of the new Bankruptcy Act, for a continuance of the proceedings notwithstanding the death of the bankrupt. Adjudication was made on Saturday last, and the present application became necessary in consequence of the bankrupt's death. The learned counsel stated that the receiver had taken possession of assets of considerable value, and it was therefore important in the interests of the creditors that the proceedings should continue. The bankrupt had carried on business as a solicitor in Carey-street.

His HONOUR said it was the first case under the new law in which it had become necessary to make an order under the 80th section. In this case there seemed to be sufficient reason why the bankruptcy should continue, and the application would therefore be granted.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy Judge.)

Sept. 9.—*Johnson* v. *McNeil.*

Committal to prison with evidence of defendant's means to pay.

This case had been twice adjourned. On the first occasion the defendant appeared and declared his inability at present to pay on the ground that he was and had been some months out of employment. He depended entirely on his son for his means of living. The plaintiff's agent not being prepared with evidence as to defendant's means, the case was adjourned for the attendance of the son. On the second occasion the son not being in attendance the case was again adjourned; but on this, the third occasion, he appeared, when the judge told him some arrangement must be made to pay this debt, which was a balance of £2 12s. 0d. for medical attendance, and the doctor must be paid.

The son, in answer to the judge's questions as to his own means to pay it, said he was a clerk at a salary of £160 a year; he had a wife and family to keep out of it, but he had taken his father into his house and had been keeping him for many months past as he had been out of work. He (the son) was doing quite as much as he could do.

Mr. CUST said the money must be paid, and he should commit the defendant to prison, but the warrant would not issue if ten shillings a month were paid. Surely, the defendant could earn half-a-crown a week somehow or other.

APPOINTMENTS.

Mr. HENRY THOMAS COLE, Q.C., has been appointed Recorder of Bristol, which office was resigned by Sir R. P. Collier, the Attorney-General, in deference to the opinion of his Plymouth constituents. Mr. Cole, who was born in February, 1816, was called to the bar at the Middle Temple in November, 1842, and was appointed a Queen's Counsel and bencher of his Inn in January, 1867. He is a member of the Western circuit, and has been Recorder of Penzance since 1862.

Dr. JOHN THOMAS ABDY, barrister-at-law, of the Norfolk circuit, who was recently appointed Recorder of Bedford, has been appointed Revising Barrister for the county of Huntingdon.

Mr. ROBERT SAWYER, barrister-at-law, has been appointed Revising Barrister for the borough of Stafford. Mr. Sawyer was called to the bar at the Middle Temple in January, 1848, and is a member of the Oxford circuit.

Mr. CHARLES DUTFELL FAULKNER, solicitor, of Deddington, has been elected Coroner for the northern division of Oxfordshire, in the room of Mr. Henry Churchill. Mr. Faulkner was admitted an attorney in Trinity Term 1850, and was recently elected to succeed Mr. Churchill as clerk to the magistrates of the Walton division.

Mr. JAMES READ, jun., solicitor, of Mildenhall, Suffolk, has been appointed coroner for the borough of Thetford, Norfolk (in the room of Mr. R. E. Clarke, deceased), at the same fees as if he were a resident in the borough. Mr. Read was certificated in 1847, and has carried on business in partnership with his father.

Mr. WILLIAM JAMES GENN, solicitor, and town clerk for Falmouth, has been appointed Clerk to the Commissioners of the Falmouth Harbour Board, which has been newly organised. Mr. Genn was certificated in 1833, and is likewise clerk to the magistrates of Falmouth, and also to the justices for the division of East Kerrier.

Mr. CUTHBERT UMFREVILLE LAWS, solicitor, of Newcastle-upon-Tyne, North Shields, and Tynemouth (firm Laws, Glynn, & Mayson), has been appointed, by his Grace the Duke of Northumberland, to be steward of the copyhold manor of Tynemouth, in the place of Sir Walter B. Riddell, Bart., judge of the Whitechapel County Court, who has resigned the stewardship of the said manor. Mr. Laws was certificated in Hilary Term, 1833, and has hitherto been bailiff of the manor of Tynemouth.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

UNITED STATES SUPREME COURT.

Edward C. Bates, plaintiff in error, v. *The Equitable Fire and Marine Insurance Company of Providence, Rhode Island.*

In error to the Circuit Court of the United States for the district of Rhode Island.

Mr. Justice MILLER delivered the opinion of the Court.—The policy of insurance on which this suit was brought contained this provision: "And this company agree, that if the assured shall sell the aforesaid property, or any part thereof, before the expiration of this policy, a proportion of the premium received shall be repaid upon receiving notice of such sale before a loss happens . . . . or this policy may be continued for the benefit of such purchaser, if this company give their consent thereto, to be evidenced by a certificate of the fact, or by indorsement on this policy." Philbrick, the party insured, sold the goods during the life of the policy of the plaintiff, and indorsed on the policy, "Payable, in case of loss, to Edward C. Bates. W. D. Philbrick."

The policy, with this indorsement, was sent by a policy-

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broker to the defendants, and the secretary of the company placed under the above indorsement these words: "Consent is hereby given to the above indorsement. Equitable Insurance Company. Fred. W. Arnold, secretary."

The secretary of the company swears that he had no knowledge of the sale, nor is there any evidence that any officer of the company had notice of it, unless it is to be implied from the request to give their consent to the indorsement made by Philbrick, and the consent so given.

One of the conditions of the policy was that if the property insured should be sold or conveyed, the risk assumed ceased, and the policy became void, and there can be no doubt that, looking to both the provisions of a policy, such as are here cited, it ceases to be binding when the assured parts with his interest in the property insured, unless the company be notified of the sale. When this is done before a loss happens, the company is bound to refund a part of the prepaid premium, to be apportioned in reference to the unexpired time for which the policy was given.

If, however, the purchaser and the assured ask it, and the company consent to it, the policy may continue for the benefit of the purchaser. This latter proposition is founded upon the knowledge of the sale, and upon the consent of the company to accept the purchaser as the party whose interest is insured, instead of the vendor who was originally insured.

As there is no evidence outside of the two indorsements we have copied from the policy that there was any consent to accept Bates, the purchaser, as the party whose interest was insured, and as the presumption, if there is one arising from those indorsements, of a notice of sale is not supported by anything else, it becomes important to determine what those indorsements imply on those two points.

If Philbrick could not, in law or in fact, have directed the payment of the loss, if one should occur to him, as owner of the property, to another party, with the consent of the company, then it would be a reasonable inference that the indorsement made by him implied a sale of his interest. But if he could make, with the consent of the company, a valid appointment that any loss covered by the policy should be paid to a third person, though he remained the owner of the goods, and the loss was his loss, then the indorsement of Philbrick does not necessarily convey the idea of a sale, nor the consent of the company imply a consent to a sale.

Now, it is a well known and frequent thing in insurance business for a person to insure his life, or his property, and either in the policy itself, or by indorsement at the time it is made, or by subsequent indorsement, to which the consent of the company is generally required, to direct the loss to be paid to some third party.

And this is done in language similar, if not identical, with that used in this case. It is a mode of appointing that the loss of the party insured shall be paid by the company to such third person.

This transaction is a very common mode of furnishing a species of security by a debtor to his creditor, who may be willing to trust to the debtor's honesty, his skill and success in trade, but who requires indemnity against such accidents as loss by fire, or the perils of navigation. The property of the debtor at risk being thus insured for the benefit of the creditor, gives him this indemnity.

In the face of this frequent use of the two indorsements on the policy, it cannot be held that they imply of themselves a knowledge of the sale or a consent to insure the purchaser.

If it could be shown that it had been the course of dealing between these particular parties to recognise the indorsement of the party first assured as evidence of a sale, and the indorsement of the company as a consent to the sale; or, if it could be shown that by custom and usage, in any particular place, these indorsements were so treated, the case might be different; but, in the absence of such usage or custom, we can see in these indorsements nothing more than the direction of Philbrick, and the consent of the company, that any loss sustained by Philbrick, covered by that policy, should be paid to Bates. As Philbrick did not have any interest in the goods when the fire occurred, he sustained no loss, and the policy covered none.

The analogy of the effect of such indorsements on promissory notes, in assigning the notes to the indorser, is very imperfect. In such case the sum mentioned in the note is payable absolutely, and without regard to the interest of the original payee in any other matter. It is all contained in the note when its contents, to use the language of the Judiciary Act, are thus made payable to the indorsee, and the indorser necessarily parts with his interest in the subject-matter of the contract.

These views are well supported by recently adjudged cases in this country (*Fogg* v. *Middlesex Manufacturing Company*, 10 Cush. 346; *Hale* v. *Marine and Fire Insurance Company*, 6 Gray, 169; *Young* v. *Eagle Insurance Company*, 14 Gray, 153; *Grosvenor* v. *Atlantic Insurance Company*, 17 New York, 391; *State Mutual Fire Insurance Company* v. *Robert*, 31 Penn. St. 438).

The judgment of the Circuit Court is therefore affirmed.—*New York Daily Transcript.*

OBITUARY.

EDWARD FOSS.

Among the veteran members of the profession who have lately passed away, we regret to have to record the name of Edward Foss, author of "The Judges of England," who died, July 27, at his residence in Croydon, in his eighty-third year, after a very short illness, from an apoplectic attack.

Born October 16, 1787, the eldest surviving son of the fifteen children of Edward Smith Foss, of 36, Essex-street, Strand, solicitor, he was sent at an early age to school at Greenwich, under Dr. C. Burney, "the Grecian," who had married his mother's sister, the daughter of Dr. William Rose, of Chiswick. Here he remained till he was articled to his father, in 1804. Residing at home among intelligent and literary connections he began to write early, and articles of his appeared in the *Monthly Review* (under Dr. G. Griffiths, a cousin of his mother's), Aiken's *Athenæum*, the *London* and *Gentleman's Magazines*, and the *Morning Chronicle*, in James Perry's time. He was admitted partner with his father in 1811, and in 1814 married Catherine, eldest daughter of Peter Martineau, Esq., by whom he had one son who died in infancy. He resided in Bernard-street and then in Camberwell-grove, where his social talents were much appreciated. He possessed a powerful and expressive voice, and his reading aloud was excellent, especially from Shakespeare. Few who have heard him read will forget the impression made upon them, and he retained much of this power to the last. In 1830, on the death of his father, he removed to Essex-street, and in 1837 took a house at Streatham, where he lost his much-loved wife in November, 1841. In 1840 he had retired from business and devoted himself to the collection of materials for his long-contemplated work—the lives of all the English judges, and to the duties of the magistracy, to which he was appointed in 1841. In 1844 he married Maria Elizabeth, eldest daughter of William Hutchins, Esq., and retired to Street End House, near Canterbury, where he resided for fourteen years, removing thence in 1858 to Churchill House, Dover, and again in 1865 to Frensham House, Addiscombe, Croydon, where he died July 27, 1870, leaving six sons and three daughters.

Mr. Foss continued to write in various publications, especially in the *Standard*, the *Legal Observer*, and *Notes and Queries*, of which latter he was a constant reader and steady correspondent. His first separate publication had been "The Beauties of Massinger," 1817, and the second was "An Abridgment of Blackstone's Commentaries," 1820, published under the name of John Gifford (who had originally undertaken the work, but died before finishing the first sheet). This book is translated into German. The first result of his historical collections was "The Grandeur of the Law, or the Legal Peers of England," 1843. Lord Campbell being aware of his researches into legal history obtained from him the use of his valuable collections in the preparations of his "Lives of the Chancellors." "The Judges of England," vols 1 and 2, were published in 1848; 3 and 4 followed in 1851; 5 and 6 in 1857; and 7, 8 and 9 in 1864. It was remarkable that no judicial changes occurred during the publication of the last three volumes so that the book was absolutely complete to the end of 1864.

Mr. Foss next published, in 1865 a small useful handbook, which he named "Tabulæ Curiales," being tables of the superior courts of Westminster Hall, showing the judges who sat in them from 1066 to 1864. At the time of his death he was engaged in the abridgment of his large work, and it will shortly be published, we understand, in one

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volume, having been seen through the press by his eldest son, E. W. Foss, Esq., barrister, of the Inner Temple.

During Mr. Foss's professional career he was actively engaged in many remarkable causes connected with literature and the press, and was employed by Cadell & Davies, Strahan, Spottiswoode, Baldwin, Dickinson, &c. In 1827 he acted as under sheriff to his friend Mr. Spottiswoode, and was treasurer and trustee of the sheriff's fund. Till 1831 he was secretary to the Female Orphan Asylum, continuing hon. secretary till 1841, and was also, till 1839, secretary of the Society of Guardians of Trade. The Law Clerks' Society obtained much attention from Mr. Foss, and he was one of their trustees, and chairman of their first public dinner. He took a great interest in the Incorporated Law Society, giving much time and care to forward its plans, and was actively instrumental in procuring the charter and arranging many difficulties attending its formation. He was on the first council, and was president in 1842 and 1843. He was also connected with the Law Life Assurance Society from its foundation in 1833, having been originally an auditor, and subsequently for many years a director. He attended the board meetings twice in the week before his death.

One of the oldest members of the Society of Antiquaries, of which he became fellow in 1822, he was elected on its council in 1854 and 1869, and contributed several articles to the "Archæologia." The Camden Society also counted him upon their list, and he was on the council from 1850 to 1853 and from 1865 till his death. He joined the Archæological Institute on its formation, and read papers at several meetings (published in their proceedings), one of them, upon Westminster Hall, being included in the book called "Old London," published in memorial of their London Congress. He greatly assisted the late Rev. Lambert B. Larking in the foundation of the Kent Archæological Society, and wrote several papers for it, notably one in the first volume, "Archæologia Cantiana" "on the Collar of SS."

From 1837 Mr. Foss was a member of the Royal Society of Literature, and was at one time auditor. He and his brother Henry (formerly of the firm of Payne & Foss, Pall Mall, and twice master of the Stationers' Company, who died January, 1868) took an active interest in the Royal Literary Fund, Mr. Henry Foss being on the general committee and Mr. Foss on the council, and for many years auditor.

He was appointed magistrate for Kent in 1846, and in 1853 deputy lieutenant of that county.

THOMAS GRUNDY, ESQ.

The death of this gentleman is referred to by the *Bury Guardian* in the following terms:—

"At his residence at Grange, Morecambe Bay, on Thursday afternoon, Mr. Thomas Grundy, for many years senior partner in the firm of Messrs. T., A., and J. Grundy & Co., solicitors, of this town, quietly breathed his last, at the comparatively mature age of sixty-four. The announcement of the demise of this well known and widely esteemed professional gentleman will no doubt produce much sorrow amongst his surviving townsmen. A fatal malady had for some years past been lurking in the frame of the deceased gentleman, and on Saturday last it suddenly reached its acme in a fit of apoplexy. From the time he was seized up to the last moment of his existence he remained perfectly conscious, and died calmly in the presence of all the members of his family. He was the eldest son of the late Mr. Edmund Grundy, a Radical of some repute, and who unsuccessfully contested the borough with Mr. Richard Walker, a Liberal, father of the present chairman of the commissioners, on the occasion of the first election in 1832. He went in partnership with the late Mr. George Whitehead for some years. The co-partnership was dissolved, and the firm of Messrs. T., A., and J. Grundy was established, the deceased taking the leading part in that concern. The railway age had just then dawned, and the enterprising firm succeeded in obtaining, amongst other appointments, that of solicitors to the East Lancashire Railway Company. As railway solicitors, the firm proved very successful. In addition to railway appointments, the firm, more especially through the influence and energy of the departed gentleman, had many of the local companies and bodies under supervision. For a series of years Mr. Grundy officiated as registrar of the county court, and was succeeded in that office by his son Mr. E. A. Grundy, the present registrar. He remained in the firm up till December, 1868, when his severance was completed, and he retired to spend the remainder of his days in quiet. As an advocate the late Mr. Grundy was distinguished at the local bar for his legal acumen, and the facility with which he conducted cases entrusted to him. He was twice elected to the Board of Commissioners, and took a lively interest in the affairs of the local Government. Inheriting the spirit of his father, and imbued with like political sentiments, he was a staunch Radical, and was foremost in all political movements in the town and district. Although we were opposed to him in politics, and differed with him in other schemes which his Radicalism would have promulgated, we mourn his loss in common with a large circle of friends. His wife and four sons survive him."

MR. B. L. CHAPMAN.

The death of Benedict Lawrence Chapman, Esq., M.A., Barrister-at-Law, took place at Melksham House, Wilts, on the 12th of September. The deceased gentleman was educated at Jesus' College, Cambridge, where he graduated B.A. in 1832, and afterwards attained the degree of M.A. He was elected a fellow of Jesus' College about this period, and remained on the foundation up to the date of his death, standing next on the list of fellows to Mr. John Peter De Gex, Q.C. Mr. Benedict Chapman was called to the bar at the Inner Temple, in June, 1837, and has practised as an equity draughtsman and conveyancer.

MR. L. O. BIGG.

Mr. Lionel Oliver Bigg, solicitor, one of the oldest legal practitioners in the city of Bristol, died at Bruton House, Clifton-park, on the 30th of August, in the seventy-ninth year of his age. The late Mr. Bigg was certificated in Trinity Term, 1814, and was for many years, until its dissolution, the solicitor to the old Bristol Chamber of Commerce, and in his time was professionally connected with several important commercial firms in the western capital. He was latterly the chief partner in the firm of Bigg, Meade, King, & Bigg. His eldest son, Mr. Lionel O. Bigg, graduated B.A. at University College, Oxford, in 1863.

MR. C. NAYLOR.

Mr. Charles Naylor, solicitor, of Leeds, expired at his residence, Newton Lodge, Potter's Newton, on the 6th of September, in his sixty-fourth year. Mr. Naylor was admitted an attorney in Michaelmas Term, 1828, and was for many years solicitor to the guardians of the poor for the borough of Leeds. He was a Commissioner for affidavits in the County Palatine of Lancaster, a perpetual Commissioner, and a Commissioner to administer oaths.

COURT PAPERS.

GENERAL RULES AND ORDERS OF THE COURT OF COMMON PLEAS AT LANCASTER.

The Right Honourable Frederick Temple, Lord Dufferin, K.P., K.C.B., Chancellor of the Duchy and County Palatine of Lancaster (with the advice and consent of Sir Robert Lush, Knight, Chief Justice, and Sir Anthony Cleasby, Knight, one of the Justices of the Court of Common Pleas at Lancaster), doth hereby, in pursuance of "The Common Pleas at Lancaster Amendment Act, 1869," and in pursuance and execution of all other powers enabling him in this behalf: and the said Chief Justice and Justice do hereby, also in pursuance of an Act of Parliament passed in the session of Parliament held in the 4th and 5th years of the reign of his late Majesty King William the Fourth, intituled "An Act for improving the practice and proceedings of the Court of Common Pleas of the County Palatine of Lancaster:" and in pursuance and execution of "The Common Law Procedure Act, 1852," "The Common Law Procedure Act, 1854," "The Common Law Procedure Act, 1860," and of all other powers and authorities enabling them in this behalf, make and publish the following General Rules, and do order and direct as follows:—

The General Rules and Orders of 23rd October, 1869, shall be varied, from the 1st day of October next, in the following particulars:—

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1. At the end of rule 2, in lieu of words "the district where the defendant then is or permanently resides," the following shall be substituted:—"In such district as such attorney or the plaintiff when suing in person may select; provided that, when an attorney institutes any such cause, suit, or proceeding as aforesaid, by another attorney acting as his agent, the address for service of such agent shall be considered as the address for service of the attorney instituting the suit, cause, or proceeding, within the meaning of this rule."

2. In lieu of the last clause of rule 4, the following one shall be substituted:—"Provided that in the Manchester district the office of the prothonotary shall be closed during the whole of Whitsun week, and in the Preston district, only on Whit-Tuesday."

3. In lieu of the 13th rule the following one shall be substituted:—"An attorney of any of her Majesty's Superior Courts at Westminster may be admitted an attorney of this court, on producing his certificate of admission in one of such courts and his certificate to practise as such, or otherwise satisfying the prothonotary thereof, and on signing the roll of attorneys of the court; and any attorney already admitted by the prothonotary to practise in any district of the court on his signing the roll of such district, and such signatures may be either made personally or by another attorney of the court, duly authorised by the applicant in writing to sign it for him"

4. In lieu of the 20th rule the following shall be substituted:—"In addition to those enactments and provisions of the Common Law Procedure Act, 1852, which were applied by section 229 of that Act to this court, the remaining enactments and provisions of the said Act are hereby applied with the requisite modifications to this court, and to all actions and proceedings therein, *mutatis mutandis*."

5. That rule 21 be amended by striking out the Regulæ Generales of Easter Term, April 23, 1857.

6. The following words shall be added to rule 23:—"And the table of fees to be taken by the prothonotary, as associate, shall be the same as by the table of fees published in the London Gazette of the 13th of February, 1866, is specified as proper to be taken by clerks of assize as associates and their officers, in reference to proceedings at Nisi Prius on the circuits; and that the fees on searches for fines and recoveries of record in this court shall be the same as heretofore.

7. The registry of executions, judgments, statutes, recognizances, &c., under the Acts of 18 Vict. c. 15; 23 & 24 Vict. c. 38; 27 & 28 Vict. c. 112; and 28 & 29 Vict. c. 104, for the County Palatine of Lancaster, shall be kept by the prothonotary at Preston, who shall as such receive the fees thereon specified in the said Acts to be payable to the Senior Master of the Court of Common Pleas at Westminster.

8. In rule 24, in lieu of the words "and to include mileage, in actions above £20, £3 8s., in actions under £20, £2 14s.," the following shall be substituted:—"In actions where a Preston, Liverpool, or Manchester attorney properly concerned £3 8s.; service by a correspondent, or mileage where the distance exceeds five miles, in addition, not exceeding 12s. In agency cases, including mileage and whether served by plaintiff's attorney or by an agent, £4."

DUFFERIN AND CLANDEBOYE.
ROBT. LUSH.
A. CLEASBY.

6th September, 1870.

See *ante* p. 41, Nov. 13, 1869.

THE METROPOLITAN POLICE MAGISTRATES.—Mr. Elliott, one of the magistrates of the Lambeth Police-court, has resigned, and is succeeded by Mr. Lushington, of the Thames Police-court. Mr. Woolrych, the junior magistrate of the Lambeth Police-court, will fill the vacancy caused by the death of Mr. Selfe, at the Westminster Police-court. Mr. Lushington has only been a magistrate eight months, and succeeded Mr. Benson on the transfer of that gentleman to the Southwark Court in December last. A new court is building for the Worship-street district near Finsbury-square, at the south-west corner of the district, in place of the present wretched and inconvenient court. The new court, however, will be four miles away from many parts of the district, and much disappointment is felt at the position chosen, which, it is thought, should be in the middle of the district. The death of Mr. Selfe and the retirement of Mr. Elliott create two vacancies in the police magistracy. The patronage is vested in the Home Secretary.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 16, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, Oct. 4, 92⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅞	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90⅞	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 236
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72 107½
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shrs s	Railways.	Paid.	Closing pric e
Stock	Bristol and Exeter	100	85
Stock	Caledonian	100	74
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122
Stock	Do., A Stock*	100	133½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	69½
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	39½
Stock	London, Chatham, and Dover	100	13⅛
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	86½
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	64
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	33⅜
Stock	North London	100	115
Stock	North Staffordshire	100	57
Stock	South Devon	100	46
Stock	South-Eastern	100	72½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Such fluctuations as have taken place in the market for securities during the past week have again been dependent almost exclusively upon the change in the character of the news of the war. The very limited extent of business done has reduced those fluctuations to very narrow limits.

In railway shares there has been a slight improvement apparent.

The supply of money is very abundant and the Bank rate of discount was on Thursday further reduced to 3 per cent.

Mr. Edwin Lovell, solicitor, of Wells, and clerk of the peace for Somersetshire, has recently presented to the 10th Somerset Rifle Volunteer Corps, of which he was formerly captain, an elegant silver claret jug, to be shot for. Mr. Lovell, when captain of the corps, gave several handsome cups for competition, and to each of the three Somersetshire battalions he presented silver challenge cups of the value of £50 each.

By the laws of Tennessee drunkenness is made a legal cause of divorce.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRUMP—On Sept. 10, at Sutton House, near Seaford, Sussex, the wife of F. O. Crump, Esq., barrister-at-law, prematurely, of a son.

DODD—On Sept. 10, at Wallingford, Berks, the wife of John T. Dodd, Esq., solicitor, of a daughter.

LAING—On Sept. 11, at Richmond, Surrey, Mrs. S. Laing, widow of Samuel Laing, of the Inner Temple, barrister-at-law, of a son.

MACLEAN—On Sept. 12, at No. 5, Stafford-terrace, Kensington, the wife of Francis William Maclean, Esq., barrister-at-law, of a son.

SNOW—On Sept. 11, at Gravelly-hill, the wife of Onslow Snow, solicitor, Birmingham, of a son.

YOUNG—On Sept. 10, at 21a, Arbour-square, Stepney, E., the wife of Charles Vernon Young, Esq., solicitor, of a daughter.

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MARRIAGES.

CROMBIE—MARSHALL—On Sept. 7, at Chatton, Alexander Crombie, Esq., jun., W.S., Edinburgh, to Elizabeth, younger daughter of John Marshall, Esq., of Chatton Park, Northumberland.

INNES—MACLEAN—On Sept. 8, at St. Philip's Church, Kensington, George Rose Innes, jun., of 17, Norfolk-street, Strand, and 95, Leadenhall-street, London, E.C., solicitor, to Christiana Julia Maclean, younger daughter of John Maclean, Esq., of 4, Pembroke-gardens, Kensington, W., and 10, Billiter-street, London, E.C.

MCLACHLAN—STOWELL—On Sept. 8, at the Church of Holy Trinity, Darlington, T. Hope McLachlan, barrister-at-law, eldest son of Thomas McLachlan, of Headlam Hall, to Jane, youngest daughter of Wm. Stow Stowell, of Faverdale.

TANNER—BILLINGSLEY—On Sept. 13, at the Church of St. Mary, Kilburn, Alexander Robert Tanner, Esq., solicitor, to Charlotte Elizabeth, only child of Commander John Billingsley, Royal Navy.

DEATHS.

GRUNDY—On Sept. 10, at Seedfield, Bury, Lancashire, Willm. Grundy, Esq., aged 45.

MILNE—On Sept. 11, at Grove House, Weybridge, Surrey, N. C. Milne, of the Inner Temple, London, Esq., in his 67th year.

TOYE—On Sept. 3, at St. Thendrie, near Chepstow, William Edward Toye, Esq., aged 64.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Sept. 9, 1870.

LIMITED IN CHANCERY.

Yniscedwyn Iron Company (Limited).—Petition for winding up, presented Sept 3, directed to be heard before the Master of the Rolls on Nov. 5. Kimber & Ellis, Lombard-street, for Norton, Solicitor for the petitioner.

Stowmarket Paper Making Company (Limited).—Petition for winding up, presented Sept. 5, directed to be heard before the Master of the Rolls on the first petition-day of next Michaelmas Term. Kimber & Ellis, Lombard-street, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Sept. 13, 1870.

Trotter, Theophilus, Aylburton, Gloucester, Coal Proprietor. Sept 30. Taylor v Trotter, V.C. Stuart. White & Maule, Fenwham.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 9, 1870.

Brandt, Hy Felix, Neumunster, nr Zurich, Switzerland, Esq. Oct 31. Cunliffe & Beaumont, Chancery-lane.

Carey, Mary, Wigan, Lancaster, Widow. Oct 28. Rowbotton, Wigan.

Cholmondeley, Most Hon Geo Horatio, Cholmondeley Castle, Cheshire, Marquis of. Nov 1. Walters & Co, New-sq, Lincoln's-inn.

Clark, Wm, Wolverhampton, Stafford, Coach Builder. Oct 6. Corser & Fowler, Wolverhampton.

Clarke, Richard, Hanley, Stafford, Gent. Oct 11. Challinor, Hanley.

Creed, Wm, Rochester-ter, Camden-town. Oct 20. Glynes & Son, Leadenhall-st.

Eaton, Mary Sarah, Runcorn, Chester, Licensed Victualler. Oct 1. Day, Runcorn.

Ferreira, Gustavus Adolphus, Addiscombe, Surrey. Dec 1. Jaquet, Serjeant's-inn, Temple.

Haines, Wm Chas Peachey, Jersey, Major. Sept 30. Crosse, Bell-yard, Doctors'-commons.

Hubbard, Eliz Wright, North Walsham, Norfolk, Spinster. Nov 1. Wilkinson, North Walsham.

Kent, Wm, Horncastle, Lincoln, Grocer. Oct 11. Clitherow, Horncastle.

Lewis, Louisa Ann Jemima, The Terrace, Peckham Rye, Widow. Nov 7. Cundy, Regent-st.

Mivart, Caroline Georgiana, North Bank, Regent's-park, Widow. Nov 1. Cutler & Turner, Bedford-sq.

Mundy, Mary Ann, Barking, Essex, Widow. Oct 25. Blewitt, New Broad-st.

Openshaw, Edward, Harrowgate, York, Gent. Nov 8. Norris, Bury-lane.

Parsons, Samuel Willis, Barking, Essex, Gent. Oct 25. Blewitt, New Broad-st.

Rabone, Wm Hy, Birm, Thermometer Manufacturer. Oct 10. Wills & Newey, Birm.

Reed, Eliz, New Quebec-st, Portman-sq, Widow. Oct 15. Hopgood, King William-st, Strand.

Rice, Bernard, Birm, Gent. Nov 30. York, Birm.

Smith, John, Northampton, Yeoman. Oct 15. Becke & Green, Northampton.

Steel, Hy, Cathow, Cumberland, Yeoman. Nov 5. Hayton & Simpson, Cockermouth.

Turner, Robert, Caledonian-rd, Linen Draper. Oct 19. Mote, Warwick-ct, Gray's-inn.

Wyatt, Thomas Ely, Lea, Wilts, Gent. Oct 24. Mullings & Co, Cirencester.

TUESDAY, Sept. 13, 1870.

Aveson, Robert, Chapel Allerton, Leeds, Gent. Dec 1. Markland & Davy, Leeds.

Barnard, Geo, Steeple Barton, Oxford, Farmer. Dec 7. Walsh, Oxford.

Blanshard, Hy, jun, Westbourne-ter, Hyde-park, Banker. Nov 10. Hyde & Tandy, Ely-pl.

Corps, James, Reading, Berks, Organ Builder. Sept 30. Day & Hassard, Gt George-st.

Elliott, Wm, Methley, nr Leeds, Farmer. Nov 1. Turner, Leeds.

Fraser, Alex, Botolph Claydon, Bucks, Land Agent. Oct 11. Hearn & Co, Buckingham.

Hughes, Wm, Llanrwst, Denbigh, Surgeon. Oct 29. Griffith, Llanrwst.

Jones, Chas Jas, Leadenhall-bldgs, Merchant. Dec 31. Clutton & Haines, Serjeants'-inn, Fleet-st.

Mortimer, Chas, Plymouth, Devon, Esq. Oct 2. Waller, Duke-st, Adelphi.

Ricketts, Louisa Georgiana, Ramsgate, Kent, Spinster. Oct 24. Wilkinson, Canterbury.

Rogers, Arnold, Hanover-sq, Surgeon-Dentist. Nov 10. Hyde & Tandy, Ely-pl.

Scholefield, Chas, Clephane-rd, Canonbury, Gent. Nov 1. Roy & Cartwright, Lothbury.

Scott, Sir David, Porchester-ter, Bart. Oct 20. Roberts & Simpson Moorgate-st.

Sillifant, John Woolicombe, Coombe House, Devon, Esq. Nov 9. Ford, Exeter.

Staniforth, John, Darnall, York, Innkeeper. Oct 15. Fretson, Sheffield.

Stephenson, Edward, New Zealand, Engineer. Oct 14. Wordsworth & Co, South Sea House, Threadneedle-st.

Unett, John, Chilworth-st, Paddington, House Decorator. Oct 18. Moon, Lincoln's-inn-fields.

Wilson, Joseph, Kingston-upon-Hull, out of business. Nov 1. Shackles.

Bankrupts

FRIDAY, Sept. 9, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gunn, John, Austinfriars, Merchant. Pet Sept 5. Murray. Sept 26 at 11.

Mathew, Hy Richd, Rood-lane, Wine Agent. Pet Sept 6. Roche. Sept 26 at 12.

Thomas, Danl, King-st, West Hammersmith, Butcher. Pet Sept 6. Roche. Sept 26 at 1.

To Surrender in the Country.

Archer, Joseph Stanyon, Northampton, Hatter. Pet Sept 7. Dennis. Northampton, Sept 26 at 10.

Briggs, Wm, Palace-sq, Upper Norwood. Pet Sept 5. Roland. Croydon, Sept 27 at 3.

Devereux, Thos Herbert, Stockton-on-Tees, Durham, Outfitter. Pet Sept 6. Crosby. Stockton-on-Tees, Sept 21 at 11.

Edmunds, Hy, Abertillery, Monmouth, Innkeeper. Adj Sept 6. Shepard. Tredegar, Sept 21 at 10.

Hession, John, Birm, Wood Turner. Pet Sept 7. Chauntler. Birm, Sept 27 at 11.

King, Saml, Moss Side, nr Manch, Draper. Pet Sept 5. Hulton. Salford, Sept 21 at 11.

Maynard, John Herbert, Cardiff, Glamorgan, Grocer. Pet Sept 6. Langley. Cardiff, Sept 20 at 11.

Orger, Thos, Hastings, Sussex, Servant. Pet Sept 3. Young. Hastings, Sept 24 at 12.

Richards, Dyson, Wilton, Wilts, Draper. Pet Sept 5. Wilson. Salisbury, Sept 28 at 3.

Smith, John, Blackburn, Lancaster, Cotton Spinner. Pet Sept 5. Bolton, Blackburn, Sept 21 at 11.

Smith, Peter, Leeds, Ironmonger. Pet Sept 6. Wilson. Leeds, Sept 29 at 11.

Sutherland, Wm Hy, Swansea, Glamorgan, Draper. Pet Sept 7. Morris. Swansea, Sept 26 at 12.

Sykes, John, Stickney, Lincoln, Wheelwright. Pet Sept 2. Staniland. Boston, Sept 20 at 12.

TUESDAY, Sept. 13, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bingley, Peregrine Taylor, Charing-cross Hotel Strand, Gent. Pet Sept 9. Roche. Oct 20 at 11.

Brady, Geo, Union Bank-chambers, Carey-st, Solicitor. Pet Sept 3. Murray. Sept 26 at 11.30.

Cheyne, John, Paris, Wine Merchant. Pet Sept 8. Roche. Sept 29 at 11.30.

Donald, Wm, Poultry, Restaurant Keeper. Pet Sept 9. Roche. Sept 29 at 12.

Guild, Wm, & Edwd Chapman, Finsbury-circus, Merchants. Pet Sept. 10. Roche. Sept 26 at 12.

To Surrender in the Country.

Baker, Jas Campbell, Lpool, Estate Agent. Pet Sept 8. Watson. Lpool, Sept 26 at 2.

Brown, Wm, Lpool, Painter. Pet Sept 9. Watson. Lpool, Sept 27 at 2.

Butler, Fras Davies, Warley, Essex, Captain 9th Foot. Pet Sept 7. Gepp. Chelmsford, Oct 17 at 11.

Carter, Matthew, Hartlepool, Durham, Builder. Pet Sept 7. Bell. Sunderland, Sept 24 at 12.

Churchill, Hy, Deddington, Oxford, Attorney-at-law. Pet Sept 7. Dudley. Oxford, Oct 4 at 2.30.

Geldard, Joseph, Stoke-upon-Trent, Stafford, Clothiers. Pet Sept 9. Keary. Stoke-upon-Trent, Sept 26 at 2.

Lee, Robt, Lpool, Licensed Victualler. Pet Sept 8. Watson. Lpool, Sept 26 at 11.

Locke, Walter, Manch, Common Brewer. Pet Sept 8. Kay. Manch, Sept 29 at 9.30.

Mannington, Wm Ebenezer, Lewes, Sussex, Grocer. Pet Sept 10. Blaker. Lewes, Sept 23 at 12.

Roberts, Thos Ellis, Pant, nr Oswestry, Salop, Limeburner. Pet Sept 10. Reid. Wrexham, Sept 27 at 12.

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The Solicitors' Journal.

LONDON, SEPTEMBER 24, 1870.

WE UNDERSTAND that Mr. H. T. J. Macnamara, of the Oxford Circuit, and Recorder of Reading, has accepted the vacant metropolitan magistracy. We are very glad that the place should be filled by so able a man, but Mr. Macnamara has been regarded on all sides as a barrister who must, before many years, become an ornament of the common law bench, and we can hardly spare such a man for a police magistracy.

IN ANOTHER column we print a report of a judgment recently delivered by the Vice-Warden of the Stannaries upon a point raised as to the liability of past members of cost-book mining companies.

The Budnick Consols Mining Company was in liquidation under, though not formed under, the Companies Act of 1862, and the liabilities of the adventure having been completely discharged by the calls made upon the existing members, a contention was raised on their part, that inasmuch as many of them had obtained their shares by purchase, there ought to be an adjustment between the transferors and transferees; and in point of fact the official liquidator made an order requiring these transferors as past members to recoup the existing members to the extent of the liabilities subsisting at the date of the respective transfers. The Vice-Warden held, and, in the result, we think rightly, that whatever might be the liabilities of these past members to creditors, they were not under any such adjustive liability to the present members.

So far as the liability of its shareholders to creditors is concerned, a cost-book mining company is very much like a common partnership, and accordingly a shareholder under a liability to a creditor of the mine does not shake it off by transferring his shares. When we turn to the relative rights of transferors and transferees, there is a divergence from the partnership analogy. The mining shares are perpetually being bought and sold, and pass from person to person like the shares in railway and other companies. Of course shares in any company may pass from one man to another subject to any stipulations which the buyer and seller choose to make; but the reasonable and most convenient arrangement, and that which is always understood in the absence of express statement to the contrary, is that the buyer takes the shares as they stand, accepts as between himself and the seller the existing liabilities, and is entitled to the prospective emoluments. The provisions of the Act of 1862 relating to the liability of past members are unhappily phrased, but on an attentive consideration they appear, as would reasonably be the case, not to contemplate or in any way include any question between transferors and transferees such as that raised in this *Budnick Consols case*. As to companies formed under the Act the liability of past members is governed by section 38, which enacts that present and past members shall be liable to contribute to the assets of the company, for the payment of its debts, &c., or for the adjustment of the rights of contributories *inter se*, but that no past member shall be liable to contribute to the assets at all unless he has been a member within one year of the winding up. Now, these words, "adjustment of the rights of contributories *inter se*," seem to have led to a misapprehension of the meaning of this provision. They seem to have been regarded by these shareholders and their official liquidator as enacting by implication that, within the year, there should be this liability to recoup transferees. A little consideration will show that they never could mean anything of the kind. The real meaning of the section is that, first of all, class A., the present shareholders, are to be called on, and if they cannot pay all the debts, or if, after class A. have paid the debts, more money is wanted to adjust and equalise matters between the members of class A., *inter se*, then class B., the past members, may be called upon. The liability (if any) of a transferor to recoup the transferee for existing debts of the concern must always be a matter depending on the particular bargain between those parties, and, as we have said, under the form which the bargain commonly assumes there is no such liability. Even supposing a case in which the buyer had stipulated for such a liability on the part of the seller, we do not see how the seller's liability to the buyer could come within the purview of an official liquidator; the buyer's remedy would rather be a personal one against the seller, to indemnify him against the obligations subsisting at the date of the transfer.

The section governing the case of a mining company winding up under the Act (as this company was being wound up) is the 200th, which enacts that, where an unregistered company is being wound up under the Act, every person shall be deemed a contributory who is liable at law or in equity to pay or contribute to the payment of the debts of the company, or to pay or contribute to the payment of any sum for the adjustment of the rights of the *members inter se*. The foregoing observations on section 38 apply in the same degree to section 200, but the variation in the phraseology of section 200 makes it additionally plain that the object of the enactments had nothing to do with such an "adjustment" as that contended for in this case. The effect of section 200 as regards cost-book mines is, that where a shareholder, being at the time under liability to creditors of the adventure, transfers his shares, inasmuch as his liability to the creditors is not extinguished by the transfer, he may be called on to contribute to the assets. This was subsequently amended as to mines in the Stannaries District by the 25th section of the Stannaries Act, 1869, which provided that notwithstanding section 200 of the Companies Act, 1862, a former shareholder is not to be liable to contribute unless he had been a shareholder within two years of the winding up. By section 35 transfers to paupers in order to evade liability are declared fraudulent.

There were two other points on which the Vice-Warden expressed himself as willing to hear argument. One was as to the liability of certain past members who, as we understand the case, were present members in respect of other shares. The facts are not stated, but in their absence we conceive that the case of these shareholders does not differ in principle from the general case which we have discussed above. The other point reserved was the liability of two past members who had got rid of their shares by relinquishing them to the company. Here, again, the facts are not given. As to the effect of such relinquishment on the rights of creditors, it was held in *Fenn's case* (4 De G. M. & G. 285) that where the rules of a cost-book mine provided that a shareholder might, on giving certain notice, relinquish his shares to the company, an adventurer who had relinquished in due form thereby determined his responsibility.

WE NOTICED, at the time of his appointment, that her Majesty's Consul at the Fiji Islands would have to

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act as arbitrator in the disputes to arise between the British subjects in the islands (13 S. J. 413). As there are now over 2,000 British subjects in Fiji, chiefly engaged in planting coffee and cotton, these disputes are by no means few in number; and, unless the Consul took cognisance of them, they could only be decided by the *droit du plus fort*. Yet, as the Consul has no magisterial powers, there is nothing to prevent a disputant from setting his authority at defiance and commercial matters being brought to a dead lock. This contingency is the more likely to happen on account of the Consul's instructions having recently been published in the colonial papers. The want of some civilised form of Government is therefore being more and more felt in Fiji, and we are not surprised to learn that a memorial has been sent to the British Government, signed not only by the white settlers, but also by the native chiefs, praying that Fiji may be taken under the protection of the British flag. This is not the first application of the kind that has been made, but, the case being stronger for annexation than it was before, there is a greater chance of the memorial being acceded to, as the cotton-growing capabilities of Fiji are becoming notorious.

THE MEMORANDUM RECENTLY communicated by Count Bernstorff to Earl Granville (which, by the way, is curiously like some similar documents of Mr. Secretary Fish) might have been suspected of being a hoax, so funny is the reasoning employed. The argument is this:—France has been a flagitious aggressor, while Germany entered the war with a righteous cause. England is neutral, but considering the foregoing, and considering that England and Germany were once allies against "Napoleonic aggression," Germany had a right to expect from England that her neutrality, "however strict in form, would at least be benevolent in spirit towards Germany." Count Bernstorff then goes on to explain that by a neutrality strict in form and benevolent in spirit, he understands a neutrality whose spirit should have prompted the bodily movement of restraining the export of rifles, coals, &c., to France. It is the old story: given two combatants and a neutral, each combatant wants the neutral on his own side, and thinks the neutral is not properly discharging his function if he declines to swerve from it. Neutrality is inexorably strict and just, or it ceases to be neutrality; "benevolent neutrality" is an absurd expression if the benevolence is to be one-sided. It is an accepted axiom of international law that a neutral power is not required or expected to interfere by her own municipal law with the trade of her own subjects. If one of the belligerent is able to derive more advantage from that trade than the other, that circumstance has nothing to do with the neutrality; and for the neutral to make it a reason for interference would be to lay herself open to the objection of the first belligerents, that she was making a deviation in favour of the other. The exportation of arms by Prussia to Russia during the Crimean War is a case in point; but an attempt is made to distinguish it. The Crimean war was not a matter of life and death to England, it was waged upon a foreign shore; and, moreover, "public opinion in Germany was very doubtful as to the wisdom of helping a Napoleon to become once more the arbiter of Europe." Such arguments as these require no refutation; neutrality is neutrality, and when a power has elected to be neutral, the policy of the war or its consequences to either belligerent are quite irrelevant to the duties and rights of the neutrality. It is no fault of ours that Prussia does not want our exportations and is not, to use Count Bismarck's phrase, the mistress of the seas, so as to be able to prevent them reaching her enemy, who does want them.

These reasons are quite enough, without reckoning the treaty by which we are bound not to prohibit the exportation of coals to France. We repeat that if "benevolent neutrality" means a neutrality which favours, it means an impossible contradiction; in the possible sense of the phrase, one can hardly conceive a more "benevolent neutrality" than that of the nation which has already furnished nearly £200,000 and countless stores for the relief of the sick and wounded. But if it should turn out that, the German fire having been more deadly than the French, the French patients have outnumbered the German ones, will Count Bernstorff complain of our benevolence as unjust towards Germany?

SINCE OUR REMARKS of last week were printed we have received a prospectus of the "Court of Reference" scheme to which we alluded, from which we learn that the promoter is a Mr. J. T. N. Burnand, solicitor, who a few years ago started another joint stock justice company (limited) in the shape of "Burnand's Law Monetary and Adjustment Association (Limited);* capital £2,000 in 2,000 shares of £1 each, of which eight were taken up by Mr. Burnand and seven co-promoters. We never heard anything more of the association.

MR. EDMOND BEALES has been appointed a county court judge. He lost his revising barristership, not because anyone in office suspected that his violent political bias would betray him into partiality, but because it was felt that the public might, though unjustly, suspect him of a judicial bias, and a judge should not only be, but be believed, impartial. A county court judgeship is different from a revising barrister's place. No one supposes that Mr. Beales will favour Radical suitors unduly. The only objection we have to Mr. Beales as judge of the Cambridge County Court is that we have not much faith in his efficiency. He has been very seldom seen in the Chancery courts of late years, and his Demonstration and League avocations may have encroached upon his law. Moreover a man of Mr. Beales' excitable temperament is hardly the one whom we should have chosen for calm impassive adjudication.

PATENT CASES.

THE PROCEDURE UNDER THE 21 & 22 VICT. C. 27, AND 25 & 26 VICT. C. 42.

No. I.

The writer is not aware of any work which treats with detail, the practice which has arisen in relation to the trial of patent rights in equity, since the passing of the 21 & 22 Vict. c. 27 (1858), and the 25 & 26 Vict. c. 42 (1862)—commonly known as Lord Cairns' Act, and Sir John Rolt's Act.

Mr. Coryton's excellent treatise on the "Law of Patents" was published before those Acts, viz., in 1855. Mr. Kerr in his exhaustive treatise on injunctions, devotes portions of a section to the subject; but of course the extent of the ground over which he had to travel in such a work, precluded the possibility of treating that particular subject fully. Considerable information is to be found upon it in a very useful work by Messrs. Jas. Johnson and J. Henry Johnson, on the "Law of Patents," published in 1866; but that work also had a wide range to travel over, and could not be expected to devote much space to a particular branch of practice; and further, some important points have been decided since 1866.

It has been thought, therefore, by the writer, that a somewhat more minute examination of the practice may be useful.

The Acts of 21 & 22 Vict., and 25 & 26 Vict., have effected a complete revolution in the practice as to trying patent rights in equity. Before they were passed, a question of patent right might have been tried by a suit in equity upon affidavits on both sides (as such a suit is now sometimes tried). In practice, however, questions of patent right never were tried in equity, but were always sent to law. The course was, that when a bill was filed for an injunction to restrain infringement of a patent, and notice of motion for an injunction was given, the Court heard

* *Vide* 11 Sol. Jur. 807.

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the motion upon affidavits. If it appeared to the Court a question of any doubt, whether the patent could be supported, an injunction was not granted, but the motion was ordered to stand over, with liberty to the plaintiff to bring an action at law. If the Court thought there was sufficient ground for granting an injunction, then it was granted only on the terms of the plaintiff bringing an action, and the injunction ultimately followed, in general, the verdict at law.* It is not proposed to treat further of the old practice.

The two Acts referred to have introduced an entirely new practice—viz, that of trying patent rights in equity upon *issues;* and of receiving oral evidence upon the trial of those issues. The following remarks are exclusively addressed to the routine and details of that new practice.

The suit is commenced now as formerly in the usual manner, by bill; the bill alleges the grant of the letters patent and the filing of a specification, and sets out the material terms of the specification; it alleges that the plaintiff is the first and true inventor, and that the invention is new and useful, &c., &c. It then alleges the facts constituting the infringement (with adequate charges) and any material correspondence which may have taken place; and it prays an injunction and an account; or in the alternative a reference to assess damages; and it may pray, if the case requires it, delivery or destruction of the articles made in infringement of the patent. It is unnecessary further to dilate on the frame of the bill, as that subject falls within the domain of ordinary pleading, and is perfectly familiar to equity counsel.†

The bill being filed, a notice of motion is usually given for an injunction, the motion being of course supported by affidavits on behalf of the plaintiff, and met by counter affidavits on the part of the defendant; and the filing of further affidavits by either side before the motion is heard, follows the general rules of practice upon motions for injunctions.

When the motion comes on to be heard, the old rule as to granting or not granting an injunction is followed, but even with more strictness than under the old practice. It must be at this day a very clear case of good title on the part of the plaintiff, and of infringement on the part of the defendant, to induce the Court to grant an injunction. If the validity of the patent in point of law is denied, and if the objection will at all bear argument; or, if a *primâ facie* case is made by the defence as to facts affecting the validity of the patent or the question of infringement; or, if the patent is o recent date and has never been tried—in all these cases the almost invariable course is, to order the injunction to stand over, till issues have been tried. It has been stated that the usual course is to move for an injunction; but this is not absolutely necessary. If the plaintiff does not require for the conduct of his case to see the defence made by the defendant's affidavits, he may at once, without moving for an injunction or waiting for an answer, move for an order to try issues. The writer is not aware of any case reported on this subject, but he knows that orders of this kind have been made. It must be observed, however, that in the generality of cases, the circumstances render it prudent to move for an injunction, and for this reason; that it may be useful to the plaintiff to see the defendant's affidavits, in order to ascertain the nature of his defence; for the defence may be such as to make it advisable not to proceed further with the suit; as, for instance, the defence may disclose some clear antecedent user of the invention, which would at once dispose of the patent. On the other hand, the defence may be, on its face, one which the plaintiff is adviser cannot be sustained on cross-examination; and then the defendant's case would or might be damaged at the trial, by his witnesses being more or less discredited. Whether, however, to move or not for an injunction as a preliminary step, is so entirely a question for the discretion of counsel, that no specific rule of practice can be said to govern the course to be taken.

If an injunction is applied for, then whatever may be the result, viz., whether the Court simply refuses the injunction or simply grants it, or whether it directs the motion to stand over till after the trial of issues; the usual course of practice is for the Court then to direct issues to be tried under the 21 & 22 Vict.; and the breaches assigned by the plaintiff, and the objections taken by the defendant, are ordered, to be delivered within certain specified times. Usually the plaintiff is ordered to deliver his notice of breaches to the defendant within a week. The defendant is usually allowed a fortnight or more after service of the notice of breaches, to deliver his particulars of objection.

As to the issues.

The issues are usually in the following form, or a form more or less slightly varied therefrom, as the parties may agree or the Court may direct:—

1. Whether, at the date of the letters patent in the plaintiff's bill mentioned, and granted to the plaintiff, the invention for which the same were granted was a new invention within this realm. 2. Whether, at the date of the aforesaid letters patent, the said invention was any manner of new manufacture within the statute in that behalf made and passed. 3. Whether the said (the plaintiff) the grantee of the aforesaid letters patent, did in the specification in the said bill mentioned particularly describe and ascertain the nature of the aforesaid invention, and in what manner the same is to be performed. 4. Whether the said invention was, at the date of the aforesaid letters patent, of any utility to the public. 5. Whether the defendant has infringed the privileges granted by the said letters patent.

If there is any doubt on the part of the defendant, whether the plaintiff was himself the real inventor, there should be an additional issue, to try whether he was at the date of the patent "the first and true inventor."

If the parties agree upon the issues, the Court will at once make the order for trial of those issues. If the parties differ, the Court either itself directs what issues are to be tried, or refers it to chambers to settle the issues.

A very eminent judge has expressed an opinion that so many issues are useless; and that two issues, viz., whether the plaintiff's patent is valid, and whether the defendant has infringed it, meet all the requirements of the trial. The writer ventures, however, to submit that though such a form of issues may be sufficient where they are tried before the judge without a jury, yet, that where there is a jury, the jury might be much more embarrassed in separating the law and the facts upon the single issue of validity, than they would be where there are several issues of fact. At any rate the practice is to have several issues.

The Court may, instead of directing issues to be tried in equity, send issues to law. But it must be a strong case as to inconvenience in trying the case in equity, that will entitle the judge to do so. In a case where there appeared no special reason why the issues should be sent to law, and the Vice-Chancellor had directed issues at law, the Lord Chancellor reversed the order, and directed the issues to be tried in equity (*Young* v. *Fernie*, 1 De G J. & S. 353). And the usual practice undoubtedly is now, for the Court to accept the jurisdiction cast upon it by the staute of 25 & 26 Vict.

* See on this Drewry on Injunctions, and Coryton on the Law of Patents.

† The bill may pray both an account and damages; as an inquiry may in a special case be directed back for an account of profits and damages (*Betts* v. *De Vitre*, 11 Jur. N. S. 217). As to destruction, the Court will exercise a discretion, and in a case where the patent was for a combination, so that the defendant might lawfully use the parts separately, though he could not use them combined, the Court refused an order for destruction of the machines made in infringement; but gave the plaintiff an order to mark the machines (*Needham* v. *Oxley*, 8 L. T. N. S. 604).

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A defendant who has answered, will not be allowed after issues directed, to add another totally new issue of fact; the proper course is to raise the new issue by a supplemental answer (*Morgan* v. *Fuller*, 2 L. R. Eq. 296). The Court will allow an issue to try the question whether there is a substantial difference between the complete specification and the provisional, following the plea of *non concessit* at law; the form of the issue so ordered is, "whether her Majesty the Queen did grant letters patent dated the —— for the alleged invention as described and claimed in the specification of the letters patent granted to the plaintiff for (the title of the invention) (*Needham* v. *Oxley*, 11 W. R. 745).

When the defendant holds a licence from the plaintiff, and is doing that which is alleged to be an infringement, without complying with the terms of the licence, then, as the defendant is estopped by his licence from denying the validity of the patent, the single issue of infringement will be directed (*Trotman* v. *Wood*, 16 C. B. N. S. 479; and *Torr* v. *Bringeo*, Jan. 16, 1867, before Vice-Chancellor Wood). But it would seem from the case of *Trotman* v. *Wood* that though the defendant (the licensee), in admitting the validity of the patent, must impliedly admit novelty; yet, if the specification is capable of more than one construction, the Court will look at evidence of the state of public knowledge at the date of the patent, not with a view of disproving novelty, but for the purpose of putting that construction, if possible, upon the specification, which would support the patent, rather than that construction which would avoid it.

As to notice of breaches.

The particulars of breaches to be delivered by the plaintiff to the defendant are in general, of necessity, simple, consisting of a statement that the defendant has infringed the whole, or a part, as the case may be, of the plaintiff's invention, and stating sometimes when and where. A precedent may, however, be useful, and the following forms of particulars of breaches are substantially the forms used in two cases which were tried, one a mechanical, the other a chemical case. In the mechanical case they were as follows:—

"The breaches complained of by the plaintiff are as follows:—

The making, using, and vending by the defendants of so much of the invention (of the plaintiff) in the bill in this cause mentioned as is claimed in the first claim contained in the complete specification of the invention of the (plaintiff) in the bill referred to, and which is described in such parts of the said specification relating to the subject of the said first claim as are comprised between the lines (stating the part of the specification), and in the drawings annexed to such specification to which such descriptive parts of the said specification refers."

In the chemical case, where the invention was of a process, the particulars of breaches were as follows:—

"That the defendant did at divers times in and before the month of ( ), in the year ( ), that is to say on the ( ) of ( ) and &c., &c., make, use, and sell (or make or use or sell, as the case may be), within the realm, considerable quantities of ( ) made according to the process described in the specifications of the letters patent granted to ( ) in the pleadings of this cause mentioned; or made according to some process being a colourable imitation of the said process described in the said specification, and being an infringement of the said letters patent."

The specific charges in the particulars of breaches, will, of course, depend on the particular facts ascertained. If the defendant is not satisfied with the particulars of breaches, he moves the Court, upon notice, for further and better particulars (unless, as is sometimes done, the order for the trial of issues has provided that if the parties differ upon the breaches and objections they should be settled in chambers). The Court, in the one case, or the chief clerk in the other, will decide whether the notice of breaches is sufficient, or in what matter it is insufficient, and will decree further and better particulars of breaches.

As to the defendant's particulars of objections.

The defendant's particulars of objections must state distinctly what are the grounds on which he contends, and is prepared to prove that the plaintiff is not entitled to relief. The broad grounds most usually alleged are that the invention is not useful; that it is not new; that it is not a new manufacture—sometimes in addition, that the provisional specification does not disclose an invention properly the subject of a patent; and that the patentee has not explained in his complete specification the nature of the invention and how it is to be performed. It would be useless to give any specific form of particulars of objection, as they must obviously vary according to the matters which the defendant believes he can prove. But, whatever they are, the defendant is in general bound by them; and he will not be allowed, on the trial of the issues, to bring forward evidence not founded upon the particulars, for that would be a surprise upon the plaintiff. At the same time, if such evidence not based on the particulars is really important, the Court will not wholly and finally shut it out (if the issues are tried without a jury), but will postpone the further hearing of the trial, and give the defendant leave to move that he may be at liberty to serve further and better particulars (*Renard* v. *Levinstein*, 13 W. R. 229, and *Daw* v. *Eley*, 14 W. R. 48, 1 L. R. Eq. 38). If the plaintiff is dissatisfied with the defendant's particulars of objections, he moves the Court that the defendant may deliver further and better objections; upon hearing such motion, the Court will express its opinion as to the insufficiency, and in what it consists, and make an order for the delivery of further and better objections.

The most common grounds of insufficiency in the particulars of objection arise where the novelty of the invention is disputed; and on this point it may be stated as a broad rule that, if the defendant objects that the invention is not new, he must state distinctly and specifically the facts and matters on which the objection is founded, so as to enable the plaintiff to ascertain by inquiry how far these facts and matters are true. If the defendant, for instance, objects that the invention has been used before the date of the patent, it is not enough to state that fact broadly; for then the plaintiff would have no means of obtaining information to meet it, and at the trial the evidence or some of it would come upon him as a surprise. Where, therefore, the defendant objects prior user, he must state specifically where and when and by whom, the user has taken place. It is not in general sufficient, for instance, to say that the invention was used "by divers manufacturers" or "by A., B. and C. *and others.*" It must be stated as a general rule (unless under peculiar circumstances) by what manufacturers by name, and when, and where. So, if the allegation is that the invention has been published in books or prior specifications, the particulars of objection should give the titles of the books and the particular volume; and the titles, numbers and dates of the specifications; for the plaintiff is not to be put upon a general search through an encyclopædia, or a scientific journal, or the whole registry of patents (see on this point *Curtis* v. *Platt* 8 L. T. N. S. 657).

In a case, however, of *Penn* v. *Bibby* (1 L. R. Eq. 568), the objections stated prior user by A., B. and C. "amongst others," and the Court permitted the words to remain, that the defendant might have the opportunity of applying before the trial of issues, for leave to give particulars of other persons using the invention, if he should find any; expressing at the same time disapprobation of the general use of such terms. It is probable that there were special circumstances in that case, as it was heard before the same judge who had decided *Curtis* v. *Platt*, *suprá*, and that case was cited.

The course taken by the Court in *Curtis* v. *Platt*—which was one of the earliest cases upon the new practice—affords a practical illustration of what is sufficient, and what is insufficient in particulars of objections. In that case, the particulars of objections first delivered by

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the defendants, were shortly to the following effect:—That the parts of the invention claimed by the plaintiffs in the first and second claims were anticipated by certain patents (naming them), and by machines made prior to the date of the patent by *cotton spinners and others carrying on business at Manchester and in other manufacturing towns*, &c. And that the invention contained in the third claim had been anticipated by patents granted to A., B. and C. (naming them), and to *various other persons*, and by *machines used by cotton spinners and others carrying on business at Manchester and in other manufacturing towns*, &c. On a motion for further and better particulars, the Court expressed its opinion, that this was insufficient, and pointed out in what it was insufficient, and directed further and better particulars. In such further and better particulars, the defendant set out the names of the several patentees, and the dates and numbers of their specifications; also the names of the persons alleged to have anticipated the invention in manufacturing, and where they had anticipated it; but the particulars did not give the dates when the machines had been used; and they also stated that the invention had been published in "various books, drawings, designs, treatises, and werks," &c. These particulars were again objected to upon a further motion, and the Court required the defendants to give further information; and, ultimately, the particulars contained the dates of alleged manufacture as well as the names and addresses, and the titles of the works referred to, and the volumes and pages.

Trial of issues.

The conduct of the trial itself, is formed upon the model of a trial at Nisi Prius, whether there be a jury or not. The plaintiff's leading counsel opens the case; his junior or juniors do not argue; the plaintiff's counsel then examine their witnesses-in-chief; the defendant's counsel cross-examine, and the plaintiff's counsel re-examine; on the close of that evidence, the corresponding course is pursued by the defendant's counsel, with this exception—that at the close of the defendant's evidence, one of his counsel sums up the evidence (as it is technically called). In fact, he is allowed to argue the defendant's case; and then the plaintiff's leading counsel replies, and that ends the trial. If there is no jury, the judge finds upon the issues; if there is a question of law, the judge either decides it then, or he may postpone it till the hearing of the cause. If there is a jury, the judge will direct them as to the point of law, if it is such as to form an element in their view of the facts, or he may reserve it to the hearing, at his discretion. In general, of course, each party should complete his evidence on the hearing of his case. But in a case upon a trial of issues (without a jury) where there was an issue of novelty, and the plaintiff having closed his evidence, the defendant put in evidence of want of novelty, the plaintiff was allowed to call fresh evidence to rebut the evidence of want of novelty. But after the plaintiff's evidence in reply had been so given, the defendant was not allowed to bring in fresh evidence (*Penn* v. *Jack*, 2 L. R. Eq. 314.

The cause is usually put in the paper to be heard immediately, or as soon as may be, after the finding upon the issues. It is hardly necessary to say that the decree will generally follow the verdict of the jury or the finding of the judge, unless there is some special equity to be decided or a point of law reserved. But if either party desires to appeal, the Court will postpone the hearing of the cause till after the appeal is heard. On the hearing of the cause, either on the equities or on a point of law reserved, the usual course of hearing equity causes is pursued; junior as well as senior counsel on both sides being heard.

(*To be continued.*)

The Attorney-General, Sir. R. P. Collier, is on a visit to the Solicitor-General, Sir J. D. Coleridge, at Buckland Court, Ashburton.

LEGISLATION OF THE YEAR.

CAP. XXIII.—*An Act to abolish forfeitures for treason and felony, and to otherwise amend the law relating thereto.*

The object of this statute, in addition to the abolition of forfeiture for treason and felony, is to render conviction for those crimes a disqualification for public offices, to make those guilty of treason and felony liable to pay the costs of their own prosecution, and in cases of felony to pay compensation for property injured by the felony. The statute also provides a new machinery for the management of the property of "convicts" as therein defined. The Act deals solely with the crimes of treason and felony, and contains no provision with respect to misdemeanours.

By section 1 there shall be no attainder, corruption of blood, forfeiture, or escheat for treason, felony, or *felo de se*, but the law of forfeiture consequent upon outlawry is not affected. By section 2, if any person convicted of treason or felony and sentenced to death or penal servitude, or any term of imprisonment with hard labour, or exceeding twelve months, shall hold any public office, civil, military, or naval, &c., &c., or shall be entitled to any pension, &c., &c., such office, &c., shall become vacant, and such pension shall cease unless such person shall receive a free pardon as there specified, and such person shall continue (until he has suffered his punishment or been pardoned) incapable of holding any public office, &c., &c., or of being elected or sitting in Parliament, or of exercising any right of parliamentary or municipal franchise. This section, therefore, provides that those convicted of, at all events, the most serious crimes, shall not be entitled to continue in public employment; and the latter part of the section provides for such a case as that of the convict O'Donovan Rossa, who was elected member for the county of Tipperary last year. It will be remembered that Rossa had been convicted under the Treason Felony Act (11 Vict. c. 12), but he was not attainted (see 54 Geo. 3, c. 145), and there was much discussion at the time as to whether Rossa was capable of being elected a member. The House of Commons resolved that he was incapable of being elected. This resolution was based, however, on the somewhat vague "law of Parliament," as it is sometimes termed, and not on any statute or well-known rule of law. O'Donovan Rossa is now incapable of being elected by this section.

Persons convicted of treason or felony may be condemned to pay the costs of their prosecution (section 3), and after the conviction of any person for felony, and on the application of any person aggrieved, the court may award any sum of money not exceeding £100 "by way of compensation for any loss of property suffered by the applicant by means of the felony." The word forfeiture in the Act is not to include any fine or penalty imposed upon a convict by his sentence (section 5).

Sections 6—30 deal with the property of "convicts" as defined in section 6—*i.e.*, of persons against whom judgment of death or penal servitude shall have been pronounced or recorded. This definition in section 6 is to apply to "the expression 'convict,' as herein*after* used." In section 5 the word "convict" is used, and there it appears to mean *any* person convicted of treason or felony. This is one of many instances of carelessness in drawing this statute. When a convict dies, becomes bankrupt, has suffered his punishment, or been pardoned, he ceases to be subject to this portion of the statute (section 7). There are no provisions regulating the status and disabilities (if any) of a convict while undergoing his imprisonment after he has been declared bankrupt, and this omission may be productive of curious results. A convict cannot bring any action, alienate property, or make a contract (section 8) except during the time when he shall be lawfully at large under any licence (section 30). The Crown has

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power (section 9) to appoint administrators for the management of the property of convicts, and upon such appointment all the convict's property, including *choses in action*, shall vest in such administrator (section 10), and the instrument appointing the administrator may provide for his remuneration out of the convict's property (section 11). Sections 12—20 deal with the powers and duties of an administrator. He has absolute power to let, sell, and otherwise deal with the property (section 12), out of which he may pay the costs of the convict's prosecution, if the convict is condemned to pay them, and of his defence and the expenses of carrying this Act into execution (section 13); also the debts and liabilities of the convict, whether established in due course of law or otherwise (section 14) and he may make compensation out of the property to persons defrauded by the criminal acts of the convict, provided that nothing in the Act shall take away any right or remedy to which any person alleging himself to have suffered such loss would have been entitled if the Act had not passed (section 15). By section 16 the administrator may make allowances for the relatives of the convict, or for the convict himself while at large under a licence. All these powers may be exercised by the administrator in such order of priority as to him shall seem fit, and the propriety of his acts shall not be afterwards called in question (section 17). By section 18, subject to these provisions, the convict's property shall be preserved for him, or his representatives if he dies, until he ceases to be under the operation of the Act as provided in section 7. Sections 19 and 20 provide that administrators shall only be liable for property which actually comes to their hands, and that they shall have the costs of actions brought against them with reference to the convict's property.

There is no provision amongst these sections respecting the bringing of actions by or against administrators, except that section 20 provides for costs in actions *against* them, and section 26 that proceedings by or against an *interim curator* are to be continued against an administrator if one is appointed. It seems that administrators must have power to sue for a convict, as the convict's *choses in action* are vested in the administrator. But in whose name is an administrator to sue? In the convict's name or in his own, or does he sue as administrators of a deceased person sue? How are the costs to be paid? Again, actions may be brought *against* a convict, and the judgments executed against the convict's property in the hands of the administrator, as is clear from the latter part of section 15 and also section 27, which we shall presently notice. Are administrators bound or entitled to defend, or to pay the costs of defending such actions? The convict cannot. So also, if an action is successfully brought against an administrator with reference to the convict's property, is the administrator liable out of his own property or only to the extent of the convict's property in his hands? These are not merely speculative questions; they must arise whenever actions are brought by or against administrators or against convicts. The inexcusable carelessness of the drawing of the statute becomes more apparent when we find that these very points are noticed when the powers of an *interim curator* are dealt with under the later sections of the Act.

By sections 21 and 22, when no administrator has been appointed, an "*interim curator*" may be appointed by justices; and by section 23 he may be removed on proper cause shown to justices. Section 24 describes the powers of an *interim curator*, which are much less extensive than those of an administrator. He has power to sue in his own name for the recovery of any property in respect of which he has been appointed, or for damages in respect of injury thereto, and to defend in his own name, as such *interim curator*, any action against the convict or against himself, to receive dividends and give discharges, to pay the convict's debts, and generally to manage the convict's property, to make allowances to the convict's relatives if authorised by the justices, and to reimburse himself for costs and charges, &c. The personal property of the convict may be sold by order of the justices (section 25), and, if an administrator is appointed, legal proceedings by or against the *interim curator* are not to abate, but are to be continued by or against such administrator (section 26). By section 27 judgments recovered against a convict may be executed against the convict's property in the hands of the *interim curator* or administrator. This seems to be the result of the section, which is most curiously worded. By section 28 an *interim curator* or an administrator may be called on to account for the property at any time by the persons therein mentioned; and by section 29, after the convict has ceased to be under the operation of the statute, the *interim curator* or the administrator shall be accountable to the convict, to whom the property then reverts. Property acquired by the convict while at large is not subject to the Act (section 30). Section 31 puts an end to the barbarous accompaniments of punishment for treason, and abolishes the drawing, beheading, and and quartering of traitors. The Act applies only to England and Ireland.

We have noticed already several places in which great want of care has been displayed in this statute. It may be said that these are questions of detail, but they are questions which cause great uncertainty in the working of the law, and consequently much litigation, and it is this kind of legislation that renders necessary the disgraceful series of amending Acts which always follows a statute containing any important alterations in the law. We do not see how this statute can be worked without either an explanatory Act or much litigation. Not only, however, have these matters of detail been neglected but the whole scope of the statute is an instance of the worst kind of piecemeal legislation. As we have not much space at our disposal we will confine our remarks to a single section—viz., section 4, by which compensation not exceeding £100 may be awarded to a person aggrieved by a felony as compensation for loss of property. Why should compensation be restricted to cases of felony? A loss of property caused by a misdemeanour is just as deserving of compensation as one caused by a felony. Again, why (in extending the principle of section 100 of 24 & 25 Vict. c. 96 and section 9 of 30 & 31 Vict. c. 35) should the amount of compensation be limited to £100 and why should the compensation be only for loss of property? To most persons personal injury is more grievous than injury to their property and it deserves at least as summary a remedy. It is not too much to say that the statute is badly conceived and badly drawn, and the only idea that is carried out thoroughly is the abolition of attainder, forfeiture, and escheat in treason and felony, and this is done in the first section.

CAP. XXVIII.—*An Act to amend the law relating to the remuneration of attorneys and solicitors.*

For very many years past efforts have been made from time to time at the discovery of, as Lord Longdale phrased it, "more improved modes of remunerating solicitors, by which the remuneration may on every occasion be adequate to the real and just value of the important services which are rendered." In computing what a worker is to receive you may estimate either the labour and cost of the work done or the value to the employer, or both. In general traffic, not bounded by restrictions, there obtains in practice some compromise between these two, partaking more of the former or the latter according as the demand falls below or above the supply. It has been the disadvantage of the plan of paying solicitors according to mere length of time or length of documents, and so forth, that it did not necessarily involve any relation to either.

As the damages which a solicitor might have to pay if a charge of culpable negligence were substantiated against him would be proportioned to the value of the subject-matter, there is something to be said for the proposal

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which has been made in past times of adjusting the remuneration to an *ad valorem* scale. Such a scale might sometimes be feasible in matters like conveyancing, but it could scarcely be generally workable. The present measure does not touch on anything of the kind, except in so far as it permits the taxing officer to have regard to the "responsibility" involved. The system of remuneration having hitherto no relation to the "skill, labour, and responsibility" involved; and the solicitor, being forbidden to remedy this on his side by any special arrangement between himself and the client (though as *against* the solicitor such an arrangement might be used in limitation of a claim for work done), the main scope of this Act comprises two enactments. One, which engrosses the first fifteen sections, legalises agreements between solicitor and client as to the remuneration of the solicitor; the other, the best and by far the most important part of the whole Act, is comprised in a single section, and provides that taxing masters shall in future have regard to "skill, labour, and responsibility." Six years ago Lord Westbury introduced a bill dealing with the same subject. We then expressed the opinion, to which we still adhere, that so far as special agreements between solicitor and client are concerned there is a wide distinction between litigious and non-litigious business. Whatever might be said in favour of such arrangements where mere conveyancing work, for instance, is to be done, we do not consider that the payment of a solicitor for conducting actual litigation can conveniently be relegated to special agreement. The Legislature, however, has thought differently, and we must look to see what will come of the permission they have extended to both classes of business.

By section 4 the practitioner may agree with his client for the payment of any past or future services, either by a salary, commission, or a gross sum, or otherwise. By an amendment, applying only to litigious business, which Lord Chelmsford added to this section, the solicitor is not to receive the stipulated payment till the agreement has been examined and allowed by a taxing officer, who has power to send it before a judge, who in turn may, if he thinks fit, reduce the amount or remit the solicitor to his ordinary costs. This seems to us an inconvenient appendage, likely to inflict expense and delay on solicitor and client. The Legislature, in introducing these permissive agreements as to litigous business, has done an inexpedient thing, and has attempted to neutralise the inexpediency by this provision. It characterises the difficulty of the matter, and is likely to diminish the number of transactions under the permission.

Section 5 provides (as, of course, is just) that the agreement shall not affect the costs payable by or to the client from a third person. To this was added in the passage of the bill through the Legislature a proviso that no such third party shall be required to pay the client more than the sum payable by the latter under the agreement. This proviso is, of course, intended to prevent a litigious client from making a profit of his litigation. Some litigation will probably be necessary before the application of this section is settled, as to cases of set-off and cases akin to that of *Galloway* v. *Mayor, &c., of London* (15 W. R. 1032), in which the solicitor is paid by salary.

Section 7 prohibits the solicitor from contracting himself out of his liability for negligence.

Sections 8—10 provide that agreements are to be enforced or set aside, not by action or suit, but by motion or petition, with power to the Court (as before) to reduce the sum stipulated or cancel the agreements; there is also power to the Court (following the analogy of the Attorneys and Solicitors Act as to taxation of costs after payment), to re-open agreements twelve months after payment. This latter proviso is devised in favour of a client who proves to have paid too much (however that is to be estimated), but there is no corresponding provision in favour of a solicitor who proves to have received too little. The second part of section 10 (rather unnecessarily) repeats with special reference to trustees the above-mentioned provision as to allowance by taxing-officer before payment.

Sections 11 and 12 reserve the existing restrictions on purchases by solicitors of their client's interest and on dispositions invalid as in contravention of bankruptcy law.

Sections 13 and 14 deal with cases in which, pending the transaction of the business which is the subject of an agreement, a change of solicitor takes place. If the solicitor dies or become incapable to act the Court may deal with the agreement just as if no such event had happened, and the taxing officer may assess such payment as he considers reasonable, having regard to the agreement and the stage of performance. If the client changes his solicitor, the latter is to be considered as having become "incapable to act" within the meaning of the above.

Such are the provisions of the Act as to special agreements. As to the other of the two main objects of the Act, the 18th section, which is worth all the rest put together, enacts that taxing officers may in future have regard to skill, labour, and responsibility. If this discretion is reasonably and fairly carried out neither clients nor practitioners need ever resort to special agreements.

A very few provisions remain to be noticed. Section 16 abolishes an old prohibition, which bore very unjustly on solicitors, restraining them from taking security for future costs. Section 17 enacts that, subject to future general orders, &c., taxing officers may allow interest on disbursements out of pocket or sums improperly retained. By section 19 any person interested under an order for payment of costs in a suit may revive the suit when abated, and prosecute the order, while, by section 20, attorneys and solicitors may perform the work of proctors and make the same charges as proctors would have been entitled to make. Having regard to section 4, it would appear that special agreement as to services to be rendered in this capacity is not within its sanction.

We have not entered upon verbal criticism of the Act; we have not space now for that. Many applications to the Court will be necessary before there can be any reasonable certainty as to the practice under and construction of the agreements part of the Act. A very wide discretion is left to the Court and its officers; if this is not very judiciously exercised, this part of the Act will be impracticable. Under any circumstances we cannot imagine solicitors as likely to resort to such preliminary stipulations, except in the already existing case of salaried solicitors to corporate bodies, and perhaps a few exceptional instances in which a commercial or landowning client has work to be done on a large scale. We can hardly think that the stipulation will ever emanate from the solicitor's side. The important part of the Act is the "skill, labour, and responsibility" section. If this is fairly and discreetly interpreted, as the interest of the public and the profession demands, a great boon will have been bestowed. From the permission to make agreements we do not anticipate much except vexation to each party.

RECENT DECISIONS.

EQUITY.

"BUILDINGS," MEANING OF THE TERM.

Bowes v. *Law*, V.C.J., 18 W. R. 640.

The precise meaning of a covenant that no buildings shall be erected on a particular plot of ground must always depend upon the intention of the parties to be gathered from the context. In *Bowes* v. *Law*, where the covenant was that no buildings, except dwelling-houses not to cost less than £200, should be erected on the opposite side of the road, and there was an agreement to

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make a permanent fence around the land from four to seven feet high, it was held that the building a wall round the land to the height of eight feet six inches was not a breach, as coming within the definition of a permanent fence, but that the building a wall to the height of eleven feet was.

In *Child* v. *Douglas* (2 W. R. 701, Kay 560) the word "building" was held to apply to the erection of a wall rising to some fifteen feet. Vice-Chancellor Wood, however (2 W. R. 461), was satisfied that a wall two feet high with an iron railing upon it would not have been a building, at all events such a building as the Court would interfere with. The Vice-Chancellor inclined to think that a covenant to repair buildings would include the repairing of a garden wall.

What is a "building" as a qualification to vote is defined in *Harris* v. *Amery* (14 W. R. 199).

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3 & 4 WILL. 4, C. 27, S. 28—ACKNOWLEDGMENT BY JOINT MORTGAGEES.

Richardson v. *Young*, V.C.M., 18 W. R. 800.

By the Act 3 & 4 Will. 4, c. 27, s. 28, the mortgagor is barred at the end of twenty years from the time of taking possession, or from the last written acknowledgment; and where there shall be more than one mortgagor, such acknowledgment, if given to any of such mortgagors or their agent, shall be effectual. Where, however, there shall be more than one *mortgagee*, the same section provides that such acknowledgment signed by one or more of such mortgagees, shall be effectual only as against the party or parties signing. The latter provision, according to this decision, applies only where the mortgagees are tenants in common, and not in the case of joint tenants, at all events where such joint tenants are expressed to be trustees. In the latter case, if the present decision be sound, as to which we offer no opinion, an acknowledgment by less than all the mortgagees will be inoperative. The Vice-Chancellor viewed the case of joint mortgagees as a *casus omissus* from the statute. The other question in the case was one of some importance, whether an acknowledgment of the mortgage, as a subsisting security, could be made out from certain passages in one of the mortgagee's letters to the mortgagor. The references to the mortgage in these passages, as will be seen from the report in the *Weekly Reporter*, were vague enough. The Vice-Chancellor, however, would have felt himself bound upon the authorities to decide that there was a sufficient acknowledgment but for the conclusion already adverted to, that no acknowledgment by less than all, where the mortgagees are joint tenants, will be sufficient. The Court has certainly gone somewhat far in its interpretation of what constitutes an acknowledgment, no doubt out of the feeling as to hardship which so often arises where statutes of limitation are relied on in bar of an otherwise authenticated claim. In the leading case of *Stansfield* v. *Hobson* (1 W. R. 27, 3 D. M. G. 620), more than twenty years after the mortgagee entered into possession, the mortgagor's solicitor wrote to the mortgagee to know when he could see the mortgagee upon the subject of the mortgage. The reply to the letter was—"I do not see the use of a meeting unless someone is ready with the money to pay me off;" and these words were held a sufficient acknowledgment to take the case out of the statute. A similar conclusion was come to in *Trulock* v. *Robey* (12 Sim. 402), where the mortgagee in possession wrote, "Concerning the business at Hendred, which you know nearly as well as myself, as there has been nothing kept from you, which I am very willing to settle if your granddaughter is of age," from which ambiguous and ungrammatical effusion the Court inferred an acknowledgment by the mortgagee, giving the mortgagor the right to redeem after upwards of twenty years. The mortgagee in possession ought clearly to remember what he is about before he puts pen to paper in a correspondence with a mortgagor, though he may indulge himself in as many admissions as he pleases of the mortgagor's title to redeem when addressed to third parties, and they cannot be used against him. "Why the mortgagee should not be allowed to make an admission in writing, signed by himself, of his mortgage title to a third person, of which the mortgagor may have the benefit, I do not know; but the statute requires that the admission should be made to the mortgagor himself" (*Batchelor* v. *Middleton*, 6 Ha. 75). Before the Act which requires the acknowledgment to be written, the Court admitted, but with hesitation, parol evidence to found a right to redeem after twenty years' possession, such right resting on the original contract, which was necessarily in writing (*Reeks* v. *Postlethwaite*, G. Coop. 164).

LIABILITY OF PERSONS WHO SUBSCRIBE THE MEMORANDUM OF ASSOCIATION.

Hall's case, M.R., 18 W. R. 818.

It is not competent for an extraordinary general meeting of a company to release persons from liability in respect of shares for which they have subscribed the memorandum of association. It was held in *Evans's case* (15 W. R. 243) that the substantial liability thus incurred can only be got rid of by transfer and substitution of another owner; or, since *Snell's case* (18 W. R. 30), a decision of the Lord Justice Giffard, by surrender of the shares subscribed for, in cases where the directors are empowered by the articles of association to accept surrenders of shares by any shareholders desirous of surrendering them on such terms as the directors may think fit, whether the names have been entered on the register of members or not being, according to the same decision, immaterial. We have always thought *Snell's case* a very strong decision, but it is that of a Court of Appeal. In *Hall's case*, however, the deed executed was in terms a release from all liability, and an abandonment of profits. It could not be twisted into a surrender, and thus brought within *Snell's case*, as was attempted to be done. It is not probable that it was the intention of the Legislature that persons who subscribe the memorandum and hold out their names to the public should be enabled by any change in the articles to surrender their shares and cease to have anything further to do with the company, though it has been expressly decided in *Snell's case* that they may; but it is quite certain that there is no authority in the Act for a transaction like that which was attempted to be carried out in the present instance in, it must be admitted, a most ingenious manner.

COMMON LAW.

LEX LOCI CONTRACTUS—BILL OF EXCHANGE.

Bradlaugh v. *De Rin*, Ex.Ch., 18 W. R. 931.

Bills of exchange, more frequently than any other instruments, give rise to questions respecting the effect in English courts of foreign contracts and foreign law, and these questions are daily becoming more common with the increasing spread of commerce. One of these questions arose in *Bradlaugh* v. *De Rin*, but before noticing the facts and decision of the case it will be well to notice two earlier cases. *Trimbey* v. *Vignier* (1 Bing. N. C. 151) was an action upon a promissory note made and payable in France, and there indorsed in blank to the plaintiff. The French Commercial Code provides that such an indorsement operates as a "procuration" only and not as a transfer. The Court of Common Pleas, in *Trinbey* v. *Vignier*, had evidence as to the legal effect of this provision, and they also referred to the code itself, and they decided, first, as a matter of fact, that by the French law the plaintiff could not, in his own name, under such an indorsement, sue the maker of the note; and, secondly, that as a matter of English law, this prevented the plaintiff from maintaining the action in his own name in England. In *Lebel* v. *Tucker* (16 W. R. 338) it was held that an indorsee, by a blank indorse-

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ment in France, of a bill of exchange drawn, accepted, and payable in England, might sue the acceptor here if the indorsement was valid according to English law although invalid by French law. The ground of the decision was that the acceptor's contract was to pay to any holder claiming under an indorsement valid by English law. In *Bradlaugh* v. *De Rin* a bill of exchange was drawn in Brussels upon an English drawee residing in London, who duly accepted it. It was afterwards indorsed in blank in France, and the indorsee sued the acceptor here. If the bill required an indorsement according to French law, and if an indorsement in blank by that law does not give a right to sue, the plaintiff was clearly not entitled to recover according to *Trimbey* v. *Vignier*. It was, however, argued that the acceptor, under the authority of *Lebel* v. *Tucker*, was liable, as the indorsement was good by English law. It was decided by the Court of Common Pleas, following *Trimbey* v. *Vignier*, that th plaintiff was not entitled to recover, because an indorsement valid by French law was necessary, and his indorsement was only in blank. Montague Smith, J., dissented, thinking that the decision should have been governed by the principle of *Lebel* v. *Tucker*. In commenting upon this decision (*ante* 13 S. J. p. 27) we endeavoured to show that the arguments in favour of the opinion of Montague Smith, J., are of infinitely greater weight than those of the majority of the Court, and we suggested some cases in which the principle of the decision of the majority might lead to endless confusion and great hardship. If, on the other hand, the contract by an English acceptance is to pay to those authorised to demand payment by English indorsements, any holder, after acceptance, has a test to ascertain whether his own or former indorsements confer a good title upon him. If the contrary is to be the law, as decided in *Bradlaugh* v. *De Rin*, no indorsee of a bill with several indorsements can know whether he has a good title unless he know not only the facts concerning the indorsements, but also in what countries they were made, and the law of those countries. This might lead to most inconvenient results. What we say has of course reference only to the title and right of action of the indorsee against the acceptor. The obligation created by the contract of indorsement, as distinguished from the title transferred by indorsement, must, in all ordinary cases, be governed by the law of the place where the indorsement is made.

Bradlaugh v. *De Rin* is now overruled by the Exchequer Chamber on a point not taken in the court below, The Exchequer Chamber have held that, on a true construction of the French code an indorsee by a blank indorsement can sue in his own name in France, and therefore that the plaintiff was entitled to succeed here. This decision overrules *Trimbey* v. *Vignier* so far as that case decided anything about French law, but it leaves untouched the principle of *Trimbey* v. *Vignier*, viz., that if in such a case the indorsement by the French law had not given the plaintiff a right to sue in his own name, he was not entitled to succeed in an action in England. This decision of the Exchequer Chamber does not deal with the point whether it was necessary that the indorsement should be according to French law. All the Court of Exchequer say is that even if such indorsement be necessary the plaintiff is entitled to recover because the indorsement by French law entitled the plaintiff to sue in his own name. It must therefore not be taken that the Exchequer Chamber approve the decision of the Court of Common Pleas, viz., that the principle of *Lebel* v. *Tucker* does not apply in a case like *Bradlaugh* v. *De Rin*, although they do not overrule the decision upon that point. For the reasons we have above given we hope that this point will be carefully reconsidered whenever it again requires judicial decision.

Another point which was not discussed in this case might have arisen, viz., whether the fact that the plaintiff could have sued in France in his own name *necessarily* entitled the plaintiff to sue here. Supposing that by French law the plaintiff had no property whatever in the bill but only a right to sue on it in his own name as agent for the indorser, would the plaintiff be able to sue on the bill here? If yes, would that principle apply to all *choses in action?* If, for instance, the plaintiff had been appointed in France agent of the indorser to sue for a mere debt due by the defendant to the indorser, and if by French law the plaintiff could have sued in his own name for the debt, could the plaintiff therefore sue here? There might be much difficulty in answering these questions.

COURTS.

STANNARIES.

(Before the VICE-WARDEN.)

Re Budnick Consols Mine.

The following report of the judgment of the VICE-WARDEN in this case is furnished by the Registrar to the *Mining Journal*, from which publication we extract it:—

This is a case of liquidation, by an order made under the Companies Act, 1862. The order was made not long after the passing of that Act, and relates to a company not formed by incorporation under that Act, but long before it, in the ordinary form of a so-called "cost book mine" company, being a mining partnership or company within part eight of the Act. I do not find that there have been any special written regulations, which distinguished it from cost book companies of the common type. The official liquidator made, as is usual in the courts above, a list with two classes of contributories—class A, of present shareholders, and class B, of past shareholders, who had ceased to be shareholders either by *bonâ fide* transfer or by relinquishment, according to custom in such mining companies. It so happens that the entire claims of all creditors have been levied by calls on, and wholly paid by, the present shareholders or contributories of class A. It is assumed that the transfers were all made regularly and without fraud. In two cases only the shareholders had retired by resigning their shares to the rest of the company. The great majority of cases were cases of transfer to vendees of their shares. In ordinary cases this would terminate the liquidation, unless an adjustment as between contributories should become necessary.

Now, the question pending before me is in substance this—whether the present shareholders who have paid all the debts have any claim upon past shareholders to be repaid any part of those debts, in respect of expenses of working the mine during the time when the past shareholders actually held the shares, but had not paid, or been called upon to pay or contribute, any share of such expenses. In dealing with unincorporated companies not formed under the Companies Act, 1862, this Court, unfortunately, cannot look for much assistance from any recent decisions of the superior courts, for they almost exclusively relate to companies incorporated and registered under that Act; whereas the number of mining companies that come under the cognisance of the Stannary Court constitute at least two-thirds of the whole number of mining companies in the two western counties.

In Mr. Lindley's useful work the information on this class of companies is necessarily very scanty. The reported cases relating to them are chiefly collected in book i. chap. 5, book ii. chap. 2, book iii. chap. 5, book iv. chap. 3, div, 1, sec. 2. In none of these reported cases (so far as I recollect) are any to be found in which the relative position or equities of present and past shareholders of such companies on a question of adjustment, *inter se*, have been defined or even discussed.

Under section 200 of the Act, any person who is liable at law or in equity to pay or contribute to the payment of any debt or liability of the company is deemed to be a contributory. Therefore, any existing shareholder who was personally liable as such to a creditor for goods, &c., supplied, became a contributory within this definition when the order to wind up was made; but whether this liability to be a contributory, and so to aid in the payment of debts by subsequent shareholders will continue after the shares have been *bonâ fide* transferred to others, is another question.

It may be that a creditor not a member of the company may continue to hold a shareholder liable to an action for his debt though the debtor may have got rid of his shares; but it does not follow that a person who has afterwards become a shareholder can hold such past shareholder liable for debts incurred in his time which a solvent company or

an official liquidator has called upon the new shareholders to pay. In a common partnership, not dissoluble at will, but only by common assent, such an adjustment is reasonable and proper; but where, as in a company like the present, an unqualified right of transfer is the admitted custom of this sort of partnership, the custom would be nugatory unless the discharge of past shareholders be complete as between him and the future shareholders, or any of them. It is contended that, under section 38 of the Act, past shareholders are contributory if they cease to be members of the company within a year before the winding up, and if the contributories of class A are unable to pay all the claims. By a sort of analogy to this provision it is contended that the like obligation should be incumbent on past shareholders in favour of class A. The answer to this is that, even if section 38 be applicable in this case, present or existing shareholders have, in fact, satisfied all the claims of the creditors; but, in my opinion, section 38 is solely applicable to registered companies formed under the Act.

It is true that the language of sections 199 and 204, part 8, seems strong enough to import into the construction of the Act all winding up provisions contained in the other parts of the Act, whether they relate to registered or unregistered companies; but I conceive that such is not the effect of these sections, which must be taken to relate only to unregistered companies, to which they seem to be in terms confined, and not to companies formed on a different principle; and that part 8 was not designed to alter the existing law of common law companies, whether cost-book companies or not. Upon the whole, there does not appear to me, on the present state of facts, to be any ground by analogy to section 38, or otherwise, to warrant the liquidator in calling upon past shareholders to contribute towards the payment of the calls, by which the liquidator has, in fact, satisfied all the debts of the company out of the pockets of the existing shareholders. This decides, so far as my judgment is concerned, the only point on which the case was originally argued before me in the latter part of last year. At the last sittings, in the present year, the parties appeared before me, with the official liquidator, by whom the principle on which he had founded his so-called "adjustment" was explained. On this occasion I was first informed of some additional facts in respect of *some* of the shareholders who were called upon to repay those of class A.

In the first place, it appeared that out of the whole number of shareholders who had got rid of their shares all *except two* disposed of them by transfer to other incoming members, and these two had resigned them to the rest of the company.

What were the terms or conditions of the relinquishments does not appear by any evidence before me. It may possibly turn out that some rights may have been then claimed by the outgoing shareholder against the company, or by the company against the outgoing shareholder, which the rules or customs of this company may have sanctioned; and it is possible that the position of these parties may be thereby altered, and be the foundation of some different form of claim. If not, then I think it makes no difference whether the shares have been parted with by transfer or relinquishment; and my judgment will then apply to *both cases* indifferently. Another fact also appeared on the last-mentioned occasion which did not appear on the original hearing—that some of the shareholders, who had been so called upon by the liquidator to reimburse the present shareholders in respect of the debts of the company which had been incurred before they became present shareholders, were themselves, and had always continued to be, shareholders, until the order to wind up was made; so that the relative position of past and present shareholders does not exist between them. All were, in fact, present shareholders, though some had been shareholders longer than others. This state of things appears to have been occasioned by the fact that calls had been made by the company before the rest of the existing company had taken shares by transfer, which calls were not sufficient to pay all the then current debts of the company.

The liquidator thought that these shareholders, though they had never ceased to be shareholders, should also be charged with so much of the previous overplus of current expenses which were not covered by their contemporaneous calls—in fact, these later shareholders had been obliged by call of the *Court* to pay some of the old debts of their co-contributories, and, therefore, thought themselves entitled to indemnity from the shareholders who were of longer standing than themselves.

The practice of making calls far short of their debts is so common among ill-managed companies as to be no surprise to me. The managers like to conceal the extent of their real debts, and prefer relying on the loans of a country banker to alarming their co-adventurers by heavy calls. There ought to be no difficulty, in consequence of this state of things, when the company is under liquidation. The debts, and credits, and property of such a company, whether incorporated or not, pass with the company for better or worse, and with the implied obligations of their members (as between themselves or co-adventurers) to pay off all unpaid debts whensoever incurred.

I do not see how a company of transient shareholders, with transferable shares, can avoid this, or be worked or wound up at all, without submitting to these consequences. It is idle to expect that companies, with shares negotiable *ad libitum*, are to be treated as if they were ordinary continuing partnerships. The Court is bound at once, after collecting all *debts*, and all *unpaid* calls existing at the time of the order, to make new calls on existing shareholders, *pro rata* in respect of their several constituted shares or interests in the mine; and cannot treat each shareholder differently, according to the time for which he has held his shares, or the relative expense of working during such times; and the amount must depend on a comparison of existing assets with the total unpaid claims of the creditors. Nor is there any hardship in this. A rational man who buys shares in a mine ought to make himself acquainted with the state and prospects of it, and of the existing debts of it; and the local laws of the Stannaries afford some facility for doing this. If he neglects to do this, he has nobody to thank for these unforeseen difficulties or hardships but himself.

As to the two last facts—the occurrence of two cases of relinquishment, and the fact that some twenty shareholders, charged by the liquidator in aid of the rest of the existing shareholders, are themselves also on the list of class A, I think I ought, if required, to hear either of those points regularly argued before the Court, on due notice at next sittings. But, so far as regards the main decision in this matter—the relative rights and obligations of past and present contributories on the matter of adjustment—my judgment is to be regarded as final, except on appeal to the Lord Warden.

In regard to this last-mentioned application, I direct that it may be dismissed, but without costs, and that the costs of the official liquidator be paid out of the assets of the company, as well as the costs of such of the past shareholders as appeared by their solicitors to oppose the present application.

APPOINTMENTS.

Mr. Edmond Beales, M.A., barrister-at-law, has been appointed a Judge of County Courts (Circuit No. 35) in the place of Mr. John Collyer, deceased. Mr. Beales (who was born on the 3rd July, 1803) is the youngest son of the late Samuel Pickering Beales, of Cambridge, who took part in the reform agitation which led to the passing of the bill of 1832, in conjunction with Attwood, Scholefield, Cobbett, and Hunt. His eldest brother is Mr. Patrick Beales, who is an active member of the Liberal party at Cambridge, and has served as mayor of that borough. The family of Beales have long occupied a very respectable position in the trading community of Cambridge. Mr. E. Beales, the new county court judge, was educated at Trinity College, Cambridge, where he graduated B.A. in 1825, and M.A. in 1829; he was called to the bar at the Middle Temple in June, 1830. In that year he enrolled himself as a member of the Polish League, and was an active member of the Polish Exiles' Friend Society; he was also one of the original members of the Honorary Association of the Friends of Poland, founded by the Poet Campbell. In 1863 he promoted the organisation of the National League, of which he became president; he likewise held the chairmanship of the Circassian Committee, and was a member of the Emancipation Society. At the period of Garibaldi's visit to England, in 1864, he defended the power of meeting on Primrose-hill, which was interfered with by Sir Richard Mayne. He has, however, been chiefly known as President of the London Reform League, a society established to obtain manhood suffrage and the ballot, but which was dissolved after the passing of

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a measure of reform. He is principally remembered as taking an active part in the Hyde-park demonstrations of 1866. For some years previous to this he held the office of revising barrister for Westminster, to which he was not re-appointed in 1866, in consequence of the active part he took in political agitation. At the last general election he contested the Tower Hamlets unsuccessfully. The county court circuit to which he has been appointed embraces Cambridgeshire, and parts of Huntingdonshire, Hertfordshire, Bedfordshire, &c.

GENERAL CORRESPONDENCE.

County Court Committals.

Sir,—The "Debtors Act" enacts the abolition of imprisonment for debt, but permits orders of committal on proof of means "that defendant has or has had since the judgment the means to pay as ordered."

I have always opposed imprisonment for debt as unjust in principle and unfair and unequal in practice, and the fears I entertained that committals under the new Act in the county courts would not be limited to proof of means, are, I regret to say, being realised. Your last paper reports a case before the deputy-judge at Lambeth for the balance of a medical bill of £2 12s., and is headed "Committal to prison with evidence of means to pay." Perusal of the judgment, however, shows that the only means in the case were "defendant's son's means," and after evidence that "defendant had no means and was living with his son who had been keeping house for many months past, as defendant had been out of work," the judge orders a commitment to be stayed by payment of ten shillings a month, remarking "Surely defendant could earn half-a-crown a week somehow or other!"

If this had appeared in any other than a legal paper I should have thought it a hoax, and I trust the defendant will "somehow or other" apply to the Queen's Bench for prohibition.

I am aware that much doubt exists whether a county court order can be considered by a superior court, even upon clear evidence of the absence of "proof of means" in the inferior court, but I am hopeful it may, where the liberty of the subject is in peril; if it cannot, we shall know that the "means" mentioned in the Act is frittered away in practice to the judge's own notion—"that the debt ought to be paid," and that a summary committal order may get it paid "somehow," and that imprisonment for debt is not yet abolished in the county courts.

G. Manley Wetherfield.

OBITUARY.

MR. A. NORMAN, Q.C.

Mr. Alexander Norman, Q.C., of the Irish bar, died suddenly by the roadside, at Lynton, North Devon (where he had just arrived on a visit), on the 14th September, of disease of the heart. Mr. Norman, who was A.M. at Trinity College, Dublin, was called to the bar in Ireland in Michaelmas Term, 1833, and was appointed a Queen's Counsel on the 26th of May, 1858. He had for some years considerable practice on the North-Western Circuit.

MR. R. C. CHAWNER.

The death of Mr. Richard Croft Chawner, J.P., barrister-at-law, of Abnalls, near Lichfield, took place on the 13th of September, in the sixty-sixth year of his age. He was the seventh and last surviving son of the late Rupert Chawner, Esq., M.D., of Burton-on-Trent, where he was born in the year 1804. He was educated at Repton Grammar School, and afterwards proceeded to Trinity Hall, Cambridge, where he graduated LL.B. in 1830. He was called to the bar at the Inner Temple in January, 1839. Mr. Chawner was a magistrate and deputy-lieutenant for the county of Stafford, and a magistrate for the city of Lichfield. By his death the Court of Quarter Sessions has lost an able and experienced member; he was a regular attendant on the local bench. He devoted considerable attention to agriculture, and cultivated a model farm at Wall, in the neighbourhood of Lichfield. Of the Staffordshire Agricultural Society he was a warm supporter, and for a number of years he was an active member of the Council of the Birmingham Cattle and Poultry show. He was the first president of the Midland Farmers' Club, and was Chairman of the South Staffordshire Waterworks Company. At the last general election he contested the borough of Stafford in the Liberal interest, but was unsuccessful. At the meeting of the Lichfield magistrates on Thursday week, Mr. Chawner's death was referred to by the justices present, and the clerk was directed to communicate to Mrs. Chawner how deeply they felt the loss of their brother magistrate.

MR. T. DODGE.

Mr. Thomas Dodge, solicitor, of Liverpool, expired at Harrogate, on the 14th September, at the age of fifty-nine years. He was admitted in Michaelmas Term, 1832, and soon afterwards became a partner with Mr. Francis, whose son still carries on the business at Liverpool. Mr. Dodge was a member of the Incorporated Law Society, and of the Liverpool Law Society, also of the Solicitors' Benevolent Association, and of the Metropolitan and Provincial Law Association. For some years past he had been suffering from dropsy, which eventually carried him off.

MR. W. G. CHAMBERS.

Mr. William George Chambers, a young solicitor in practice in London, died suddenly at Southsea-common, near Portsmouth, on the 9th of September. He was staying there, with his wife and child, for the benefit of his health, and his death was caused by a fit of appolexy. The late Mr. Chambers, who was only twenty-four years of age, was the only son of Mr. Alderman W. G. Chambers, J.P., of Portsmouth, and was certificated in Trinity Term, 1865; he has since carried on business in Southwark.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Sept. 23, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Oct. 4, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 91	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 236
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

[ndia Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72 107½
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	75
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	34¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	70½
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	128
Stock	London and South-Western	100	86½
Stock	Manchester, Sheffield, and Lincoln	100	46½
Stock	Metropolitan	100	66
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	32½
Stock	North London	100	115
Stock	North Staffordshire	100	58
Stock	South Devon	100	47
Stock	South-Eastern	100	73½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The news of each day bringing, at any rate, nothing adverse to the hopes of peace, the markets have been slowly creeping upwards and regaining strength. Railways have continued the improvement of last week. In the foreign market there is not much alteration, except a fractional improvement in Portuguese and a few other descriptions. There is now no demand for discount at the 3 per cent. to which last week saw the Bank

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rate reduced, and this week not having brought any further reduction, it is thought that there will now be no alteration till the October dividends fall due.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

JONES—On Sept. 17, at 12, Pembridge-square, the wife of W. S. Jones, Esq., barrister-at-law, of a son.

LEACH—On Aug. 4, at Satara, the wife of Thomas H. Leach, Esq., Bombay Civil Service, barrister-at-law, of a daughter.

SQUARE—On Sept. 7, at Stoke, near Plymouth, the wife of Elliot Square, solicitor, of a son, stillborn.

MARRIAGES.

COPINGER—BRAHAM—On Sept. 20, at St. Peter's Church, Eaton-square, Maurice Charles Copinger, Esq., of Essex-street, Strand, and Abingdon Villas, Kensington, to Frances Elizabeth Helen, eldest daughter of Captain Braham, 40th Regiment.

FORWARD—CLARKSON—On Sept. 22, at St. Matthew's, Oakley-square, William Forward, solicitor, to Maria Eliza Clarkson, youngest daughter of the late James Clarkson.

MASON—ROBINSON—On Sept. 8, at St. Peter's Church, Barton-upon-Humber, Henry Edward Mason, solicitor, to Harriet Jane Lunn, the youngest daughter of the late W. Robinson.

SWARBRECK—PRINTMAN—On Sept 8, at the Catholic Church, Richmond, Yorkshire, Edward Dukinfield Swarbreck, Esq., solicitor, Bedale, Yorkshire, to Anastasia, fourth daughter of the late William Printman, Esq., of Richmond.

SYDNEY—GOODDY—On Sept. 18, at the Park-place Synagogue, Manchester, Herbert Montague Sydney, Esq., solicitor, of London, to Henrietta Gooddy, of Hastings.

DEATHS.

DUCKWORTH—On Monday, Sept 19, at New Milford, South Wales, Herbert Duckworth, Esq., barrister-at-law, aged 37.

LEACH—On Aug. 4, at Satara, Elizabeth Fanny, wife of Thomas Henry Leach, Esq., barrister-at-law.

NORMAN—On Sept. 14, at Lynton, Devonshire, Alexander Norman, Esq., Q.C., of 26, Rutland-square, Dublin.

PARKER—On Sept. 18, at Bank House, Macclesfield, George Parker, jun., of Lincoln's-inn, and the Northern Circuit, Esq., barrister-at-law, in his 25th year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Sept. 20, 1870.

LIMITED IN CHANCERY.

Tronville Association (Limited).—Petition for winding up, presented Sept. 15, directed to be heard before Vice-Chancellor Bacon on the next petition-day. Nash & Co., Suffolk-lane, Cannon-street, solicitors for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 16, 1870.

Adeane, Hy John, Babraham, Cambridge, Esq. Oct 14. Lake & Co, New-sq, Lincoln's-inn.

Butterfield, Susannah, Blackburn, Lancaster, Widow. Oct 17. Backhouse, Blackburn.

Clements, Wm, Rochester, Kent, Gent. Nov 1. Lewis & Bell, Rochester.

Emberson, Wm, Langford, Essex, Builder. Oct 10. Digby & Son, Maldon.

Fowle, Wm, or Bridget Fowle, Market Lavington, Wilts. Nov 22. Meek & Co, Devizes.

Gardner, Denny, Compton-rd, Islington, Gent. Oct 17. Chapple, Carter-lane, Doctors'-commons.

Garrod, James, Wells, Somerset, Gent. Nov 1. Bernard & Garrod, Wells.

Gregory, Wm, Flixton, Lancaster, Gent. Oct 8. Diggles, Manch.

Hopkins, Thos, Neath, Glamorgan, Publican. Oct 7. Kempthorne, Neath.

Hunt, Harriott, Norwich, Widow. Oct 14. Tillett, Norwich.

Ivatt, Rev Alfred Wm, Covey-cum-Manea, Cambridge. Oct 15. Holben, Cambridge.

Laurence, John Zachariah, St Peter's-sq, Hammersmith, Esq. Oct 21. Burgoynes & Co. Oxford-st.

May, Joseph, St Austell, Cornwall, Mine Engineer. Oct 17. Carlyon, St Austell.

Milbourn, Thos, High-st, Wandsworth, Baker. Nov 15. Lass, Lombard-st.

Monsey, Edmund, Stradbrook, Suffolk, Farmer. Nov 1. Muskett & Garrod, Diss.

Newell, Catherine, Brighton, Sussex, Spinster. Nov 21. De Jersey & Micklem, Gresham-st West.

Page, Thos, Schoolhouse, Dorset, Yeoman. Oct 31. Dommett & Canning, Chard.

Paulet, Hon. and Rev. Chas, Wellesbourne, Warwick. Nov 1. Garrard & James, Suffolk-st, Pall Mall East.

Powell, Fredk Otto, Budleigh Salterton, Devon, Lieut R.N. Oct 10. Wintle & Maule, Newnham.

Roberts, Emily, Bath, Somerset, Widow. Oct 11. Press & Inskip, Bristol.

Rutter, Chas, Hillingdon, Middlesex, Gent. Dec 10. Gardiner, Uxbridge.

Truswell, Joseph, Marnham, Nottingham, Farmer. Nov 1. Redgate, Scarthing Moor, nr Tuxford.

Ward, Geo, Handsworth, York, Butcher. Oct 17. Johnson & Weatherall, Temple.

Bankrupts

FRIDAY, Sept. 16, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Betts, W. H., London-st, Paddington, No trade. Pet Sept 14. Roche Oct 3 at 11.30.

Jones, Wm, Thomas-st, Old Kent-rd, Currier. Pet Sept 15. Roche. Sept 29 at 12.30.

Lett, Arthur, New-st, Bishopsgate-st, Waterproof Manufacturer. Pet Sept 14. Murray. Oct 3 at 1.

Portugal, Ide Almeida, Finsbury-circus, Merchant. Pet Sept 13. Roche. Sept 29 at 1.

Simmons, Abraham, Tavistock-mews, Tavistock-sq, out of business. Pet Sept 13. Roche. Oct 3 at 12.

To Surrender in the Country.

Amas, Chas, Hastings, Sussex, Draper. Pet Sept 13. Young. Hastings, Oct 1 at 12.

Areton, Joseph Christian, Bradford, York, Stuff Finisher. Pet Sept 10. Robinson. Bradford, Sept 30 at 9.

Bebbington, Jas, Manch, Confectioner. Pet Sept 14. Kay. Manch, Oct 20 at 9.30.

Bennet, John, Wandsworth, Surrey, Coal Merchant. Pet Sept 13. Willoughby. Wandsworth, Oct 4 at 11.

Berry, Saml, Scarborough, York, Common Brewer. Pet Sept 14. Wake. Sheffield, Oct 13 at 1.

Cheeseborough, Wm, Saml Laycock Lee, & John Edwd Cheeseborough, Bradford, York, Woolstaplers. Pet Sept 13. Robinson. Bradford, Sept 30 at 9.

Dirom, Patrick Hunter, Lpool, Broker. Pet Sept 13. Watson. Lpool, Oct 3 at 11.

Elliott, Chas Taylor, Exeter, Hotel Keeper. Pet Sept 13. Daw. Exeter, Sept 28 at 12.

Hanchett, Geo Saml, Prisoner in Norwich Castle. Pet Sept 10. Palmer. Norwich, Oct 3 at 11.

Humphreys, Edwd, Newton Abbot, Devon, Railway Contractor. Pet Sept 12. Daw. Exeter, Sept 28 at 12.

Jones, Elias, Newport, Monmouth, Ship Chandler. Pet Sept 10. Roberts. Newport, Sept 30 at 1.

Macartney, Geo, Salford, Lancashire. Pet Sept 14. Hulton. Salford Sept 26 at 11.

Myers, Chas, Guiseley, York, Cloth Manufacturer. Pet Aug 13. Wilson. Leeds, Sept 29 at 11.

Rose, Mary, High Wycombe, Bucks, Milliner. Pet Sept 15. Watson. Aylesbury, Oct 1 at 11.

Vanlohe, John Chas, Manch, Merchant. Pet Sept 14. Kay. Manch, Oct 6 at 9.30.

Williams, John Lloyd, Everton, nr Lpool, Builder. Pet Aug 20. Watson. Lpool, Sept 27 at 11.

TUESDAY, Sept. 20, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Harbord, Wm, Gracechurch-st, Merchant. Pet Sept 17. Roche. Oct 6 at 12.

To Surrender in the Country.

Brooke, Richd, & Edwin Sheard, Chidewell, York, Oil Extractors. Pet Sept 15. Nelson. Dewsbury, Oct 13 at 3.

Coatsworth, Wm, Hury, York, Farmer. Pet Sept 15. Crosby. Stockton-on-Tees, Oct 5 at 12.

Collis, Edwin, Hinton-on-the-Green, Gloucester, Builder. Pet Sept 16. Crisp. Worcester, Oct 5 at 12.

Edwards, Joseph, Lpool, Shipping Agent. Pet July 7. Hime. Lpool, Oct 4 at 2.

Felton, Danl, & Edwd Erekson, Chisworth, Derby, Cotton Waste Bleachers. Pet Sept. Hall. Ashton-under-Lyne, Oct 6 at 11.

Gathercole, Lewis, Worlington, Suffolk, Farmer. Pet Sept 16. Collins. Bury St. Edmunds, Oct 4 at 11.

Micklethwait, John, & Alfd Gaine, Birm, Merchants. Pet Sept 12. Chauntler. Birm, Sept 27 at 11.

Summers, Wm, Sidbury, Worcester, Baker. Pet Sept 16. Crisp. Worcester, Oct 4 at 11.

Tomlinson, Thos, Nottingham, Draper. Pet Sept 17. Patchitt. Nottingham, Oct 4 at 12.

Wyatt, Wm, Chesterfield, Devon, Butcher. Pet Sept 16. Wake. Chesterfield, Oct 20 at 1.

BANKRUPTCIES ANNULLED.

TUESDAY, Sept. 20, 1870.

Cookson, Richd, Warrington, Implement Agent. Sept 15.

Harrison, Hy, Warrington, Implement Agent. Sept 15.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 1, 1870.

THE METROPOLITAN AND PROVINCIAL LAW SOCIETY'S list * of suggested subjects for papers to be read at their forthcoming annual provincial meeting, which takes place at Bristol, beginning on the 11th of October, has already elicited a good deal of matter, including nearly all the topics embraced in the list.

The following contributions have been already announced to the secretary, and more will probably come in:—

1. On the High Court of Justice Bill (Paper); by Mr. W. A. Jevons, of Liverpool.
2. On County Courts Jurisdiction and Practice (Paper); by Mr. M. S. Mosely, of Bristol.
3. On Attorneys and Solicitors Remuneration Act (Paper); by Mr. E. Bromley, of London.
4. On Taxation of Party and Party Costs (Paper); by Mr. R. B. Lowndes, of London.
5. On Project for Law University (Address); by Mr. J. M. Clabon, of London.
6. On Plans for New Courts of Justice (uncertain) (Address); by Mr. E. W. Field, of London.
7. On Law of Primogeniture (Paper); by Mr. T. M. Croome, of Cainscross, near Stroud.
8. On the Transfer of Land Bill (Paper); by Mr. G. J. Johnson, of Birmingham.
9. The Legislative Results of Last Session (Paper) by Mr. Philip Rickman, the Secretary.

We are particularly glad to see that Mr. Edward Bromley is going to deal with the Attorneys and Solicitors Remuneration Act. Six years ago Mr. Bromley read, at a meeting of the same society, held at Leeds, a very able paper on the subject of attorneys and solicitors' remuneration, *apropos* of a bill of Lord Westbury's then before the Legislature. That bill, as our readers know, was dropped, but so ably did Mr. Bromley handle the subject that, since an Act has now passed, we would rather hear him on it than anyone else. Any contribution by Field on the new Law Courts will also be of exceptional value.

We understand that the following deputations have already been appointed:—

From Birmingham Law Society—Messrs. A. Ryland, C. T. Saunders, B. Chesshire, and G. J. Johnson.

From Gloucestershire Law Society—Messrs. T. M. Croome (President), H. Plumbe, R. Ellett, and J. W. Burrup.

From Liverpool Law Society—Messrs. M. J. Hore (President), J. H. E. Gill (Vice-President), W. A. Jevons, and F. D. Lowndes.

From Manchester Law Association—Messrs. M. Bateson Wood (President), G. F. Wharton (Vice-President), J. Cooper, and W. H. Guest.

From Newcastle and Gateshead Law Society—Messrs. G. W. Hodge (Sheriff of Newcastle), J. W. Swinburne (Town Clerk, Gateshead), R. S. Watson, and T. G. Gibson.

From Worcester and Worcestershire Law Society—Messrs. W. Allen (President), J. Stallard, T. G. Hyde, and W. P. Hughes.

From Yorkshire Law Society—Messrs. Thomas Hawdon (President elect), John Holtby (Vice-President elect), and William Walker (Hon. Sec.) (Their President, Mr. R. Perkins, is prevented from attending by a recent death in his family).

A numerous deputation, not yet named, is also promised from the Northern Circuit Committee of the Metropolitan and Provincial Law Association.

The following solicitors also hope to be present:—

From London—Messrs. E. Benham, E. Bromley, J. M. Clabon, E. W. Field, E. H edger, J. A. Rose, W. Shaen, C. F. Tagart, J. S. Torr, H. J. Francis, Stephen Williams, &c., &c.

From Birmingham—Mr. E. J. Hayes (Town Clerk).

From Leeds—Messrs. J. D. Kay, and F. H. Barr.

From Liverpool—Mr. T. Avison.

From Manchester—Messrs. J. F. Beever (Chairman of Metropolitan and Provincial Law Association) W. H. Partington, &c.

From Wareham—Mr. Freeland Filliter (Mayor).

From Bath—Mr. E. C. Petgrave.

WHENEVER AN ACT IS PASSED which seeks not merely to amend the law in details, but further to consolidate into one statute the whole law upon any subject it, of course, always becomes necessary to clear the ground for the new edifice by repealing the Acts previously in existence. It would be of great advantage if the Government draftsmen could be induced to choose some one mode of proceeding in such cases, and to abide by it. The fashion in which they indulge their love of mere variety for variety's sake is very inconvenient to the public. The commonest mode of procedure hitherto has been to insert a repealing section in the consolidation Act itself, and put the list of enactments repealed in a schedule. This plan is adopted, to take a single instance, in the Naturalization Act of the last session. A second plan sometimes taken has been to put only the positive law into the consolidation Act, and pass a separate and supplemental Act to repeal the statutes previously in force. This was the course taken in the bankruptcy legislation of the year 1869. The future law of bankruptcy was set out in the Bankruptcy Act; the old law was repealed by the Bankruptcy Repeal Act. There is no objection that we see to this mode of legislation, if it were uniformly adhered to, provided one precaution be taken—and that is that the title of the repealing Act shall clearly indicate its nature, so that anyone looking at the statute-book for the year shall see at a glance the connection between the enacting and the repealing Acts. In the case of the Bankruptcy Acts this precaution was taken; though it was a piece of great slovenliness not to manage that the two should stand next to one another in the statute book, instead of being separated by a dozen or so of Acts on other subjects.

In the statute book of the last session will be found an example of a third method of procedure, which is perfectly new, and as objectionable as it is new. This method consists in putting the enacting sections into one or more Acts, in the present case into two; and putting the repealing sections into another Act, but carefully labelling the latter with a title which shall not only not reveal its nature, but shall on the contrary expressly represent it to be something which it is not.

Two Acts were passed for the very useful purpose of consolidating all the statutory provisions relating to the national debt, the details of its management, the payment of dividends, the prevention of frauds, and other kindred matters. These are the Forgery Act, c. 58, and the National Debt Act, c. 71, of the session. These Acts contain no repealing clauses. But it was necessary to repeal all the old Acts. In doing so it was perhaps just as well not to entitle the repealing Act, the "National Debt Repeal Act," that might have suggested the idea of repudiation. Still it would surely have been possible to find some harmless title expressing the true nature of the

* *Ante* p. 829.

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measure. In fact, however, if any of our readers wish for a game of hide and seek, they cannot do better than take the list of statutes of the late session, read their titles, and try to imagine by which of them the old laws as to the national debt are repealed. They will never find it out, so we may as well say at once the Act in question is cap. 69 of the session, the Statute Law Revision Act, 1870. Now, all our readers are probably quite familiar with the fact that within the last few years a series of Statute Law Revision Acts have been passed for removing from the statute book, by expressly repealing them, a vast multitude of obsolete Acts—Acts which from lapse of time, or change of circumstances, from their having been impliedly repealed or entirely superseded by later Acts, had become totally inoperative. The Acts are not very happily entitled, they ought rather to have been called *Statute Book* Revision Acts. Their object was to facilitate an expurgated, and therefore, condensed edition of the statutes. Their peculiar characteristic was that they purged the statute book, leaving the law unaltered. To have jumbled up under the same title Acts of this nature with an Act such as that now in question—which, alters not the statute book only, but the statute law; which repeals not merely obsolete Acts, but Acts at this moment in full operation,—is a confusion very discreditable to those who have fallen into it.

This Statute Law Revision Act received the Royal Assent on the 9th August last; and if any one looks at the list of repealed Acts, in the schedule to it, he will find that the last in the list is cap. 47 of the same session, an Act passed exactly eight days previously. It is clear therefore that in these days Acts of Parliament grow obsolete at a wonderful pace. Cap. 47 introduced certain changes in the law as to the payment of dividends, especially in Ireland. Cap. 69 repeals the other Act except as to the dividends payable in January next. What the framers of these Acts meant to say was, such a thing shall be done in January next. And the way they took of saying this was, to pass an Act directing it to be done generally, and a week afterwards another Act repealing the former Act except as to January next. This is no doubt an ingenious mode of legislating, and leads to the desired result. But we should prefer a simpler process.

THE SUMMER ASSIZES.

An account of the circuit business of the summer assize having in the two last years proved welcome to our readers, as an index to the condition of common law business in the country, we now give a summary for the year 1870.

Home Circuit.

The Home Circuit always divides itself naturally, and, indeed, necessarily, into two parts, the distinction between which is pretty strongly marked. The business at the first four towns—Hertford, Chelmsford, Maidstone, and Lewes—partakes very much of the same nature as the average of the business upon other circuits. It is in the main country business, or, at least, business in some way connected with the locality in which the cases are tried. On the other hand, the cases tried in Surrey are, as a general rule, with few exceptions, London causes—the same class of cases exactly which are to be met with at Guildhall.

At the smaller circuit towns the business this summer was fully up to the average in point of amount; and, though there were very few, if any, cases of special importance, or of peculiar interest to the public, the unusually long time allotted by the judges to each place on the circuit was, on the whole, fairly occupied.

At Guildford the cause list was a very long one in point of number of cases. The list at Guildford is never as long as it is in the alternate years at Croydon, yet for Guildford the list was considerably long, there being 119 causes entered for trial; but the chief peculiarity of the assize in Surrey was not the number of causes, it was their character. A list so trivial in character has rarely been seen in this county. It is difficult to say to what cause the fact is to be attributed, whether to the depression of trade or otherwise; but certain it is that the serious commercial causes which generally form the staple of the Surrey list were this summer almost entirely wanting; and in their places was a large crop of cases of the class which the County Court Acts were supposed to have checked very materially. The assize in Surrey lasted, as it invariably does, whatever the amount and character of the business may be, exactly a fortnight.

Northern Circuit.

The Nisi Prius business of the Northern Circuit was heavy at Manchester and Liverpool, but the cause lists at the more northern towns hardly reached their usual length. In fact, the number of causes for trial at Manchester almost doubled the aggregate number furnished by the previous towns, whilst the cause list at Liverpool more than doubled that at Manchester. The calendars throughout the circuit were all light in character, although the number of prisoners at some of the towns was very considerable. At Durham 10 causes were entered for trial, and the calendar contained 53 prisoners. There was only one case of exceptional character; a charge of conspiracy against ten pilots for conspiring to prevent a pilot from following his occupation on the Tyne. The cause lists at Newcastle, for city and county, showed an entry of 16, and the calendar, only numbering 16, was remarkably light. At Carlisle, Appleby and Lancaster, the aggregate number of causes was only 91, and the prisoners numbered altogether 27. The contribution to these numbers made by Appleby was one cause and two prisoners only. At Manchester the cause list amounted to 65, of which 20 were entered for special juries. There were eleven claims arising out of railway accidents, in most of which the companies had admitted their negligence and paid money into court, but failed to convince the jury of the sufficiency of the sum. The calendar contained 95 prisoners, but the offences were of a minor description. The Liverpool cause list amounted to the unusually large number of 143, of which 47 were marked to be tried by special juries. A marine insurance case, somewhat curious in its facts, occupied the Court for several days, and the list generally was of a substantial character. The calendar contained only 76 prisoners. The learned judge in his charge to the grand jury, alluded to the number of burglaries and other cases of an unimportant character which superior judges are called upon to try under the present system, and expressed a hope that the Legislature next session would relegate such cases to a lower tribunal.

Our report shows that the circuit has suffered no diminution of work as the result of the extended jurisdiction of the county courts. Most of the cases seemed in general to involve larger issues, and were of more substantial character, than was the average under the old system. The County Palatine of Lancaster makes great use of the special privilege granted to it two sessions ago, to commence actions and file pleadings in the offices of the Palatine Courts. At Manchester 29 out of the 65 causes were entered as from the County Palatine, and 82 out of 143 at Liverpool.

Oxford Circuit.

The character of the summer assize on this circuit may be sufficiently indicated by the following statistical summary of the civil work:—Reading furnished 1 common and 2 special jury cases; Oxford, 6 common and 3 special; Worcester (and city) 3 and 4; Stafford 14 and 7; Shrewsbury, 3 and 0; Hereford, 2 and 1; Monmouth, 1 and 0; and Gloucester 12 and 7, respectively. The business, on the whole, was a little below the average of the last four years. Monmouth showed a great falling off, and Oxford a large increase. The criminal business involved no characteristic calling for any comment.

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Western Circuit.

The summer assize, which began on the 13th July and ended on the 16th August, was uneventful. The civil business was light, the total number of causes amounting to 58, made up of 21 special and 37 common jury cases, as against 49 last spring, and 66 last summer. The falling off of business at such places as Salisbury and Dorchester appears to be permanent. At the former place there were but 2 causes, at the latter but 1. Winchester supplied 8, Bodmin 4, Wells 5, and Exeter 12, Bristol finishing the circuit with a list of 26. There were no cases of general interest or that deserve special comment, almost the only noticeable feature being that slanders of a trumpery nature, which have recently been rare, again on several occasions occupied the time of the Court, until disposed of by the persuasions of judge or counsel, or both. The criminal list, as contained in the printed calendars, numbered 202 prisoners, as against 160 at the same time last year. We have been unable to trace the cause of this increase, which may be merely accidental. The two morals which we have before endeavoured to enforce are supported by examination of the nature of the crimes charged against the prisoners and of their degree of instruction. With regard to the former, as usual about one-half the cases are within the jurisdiction of justices, and very many others are of such a character that they should be put in the same category. The waste of judicial power arising from this circumstance is very great, and forms our excuse for repeating the same thing so often. If the jurisdiction of quarter sessions were to be enlarged, and the judges were relieved from trying all prisoners whose offences were within the jurisdiction of justices, the effect would be to reduce the assize work at such places as Salisbury and Dorchester to some three or four prisoners and one or two causes. How long they would keep their separate assize without amalgamation when this result became apparent we are unable to foretell; but we fancy the distaste already felt on circuit for visiting such an out-of-the-way place as Bodmin would be intensified if the circuit found, on arriving there, two prisoners, and no causes for trial—a thing that might not improbably happen. The Governor of the Somerset County Prisons appends to the calendar a very complete summary statement of the offences with which the prisoners for trial are severally charged. From this we gather that, out of 45 cases, 19 were within the jurisdiction of justices—a proportion smaller than usual. There were 11 prisoners who could neither read nor write; 5 who could read; 13 who could read and write imperfectly; and 5 who could read and write well. Not one of those in custody was of superior education, but 11 were on bail, and their degree of instruction not marked in the calendar. Looking at the offences with which the bailed prisoners were charged, there is nothing to lead to the inference that any of them, with one exception, were of superior education; but, assuming that they were all of superior education, the proportion of imperfectly educated is very large, and enforces a conclusion which is borne out by the general statistical criminal returns, that our criminals come from the uneducated class. Few are sanguine enough to hope that education will entirely eradicate crime, but the coincidence of crime and ignorance is one that affords no slight argument to the advocates of compulsory and universal education.

Midland Circuit.

The amount of business has been quite up to the average, and the importance of the cases tried, perhaps rather above it. At Warwick there was an entry of 10 causes, two of them being special juries. The only cause which occupied any considerable length was one in which a clergyman brought an action for libel against two boys, for imputing indecent conduct to him; the defendants pleaded a justification, and after a trial of nearly two days, the jury found a verdict for the defendants. In the Crown Court there were 48 prisoners, an unusually heavy calendar, comprising 2 charges of murder; neither of these latter, however, were found guilty of the full offence, but were both convicted of manslaughter. At Derby, there were only 7 causes, two being special juries, and a very light calendar; none of the cases at this place call for remark. At Nottingham also the calendar was light, and there were 7 causes. One curious charge of perjury, against a man named Burton, was tried here; he had been the plaintiff in an action for personal injuries against the Midland Railway, and, at the trial, had been carried into court in such a deplorable condition that the company at once threw up their defence, and paid him compensation. Afterwards, the defendants, having reason to believe that they had been deceived, moved for a new trial, on the ground that the man had been shamming, and that he had been seen working in the fields on the day before the trial. On showing cause against the rule being made absolute, Burton had sworn on affidavit that he had not left his house for some time before the trial, and it was upon this affidavit that perjury was assigned. The jury found him guilty. At Lincoln, there were few prisoners, but the cause list was heavy, there being 11 cases, and one of them, *Merton* v. *The President of Magdalen College, Oxford*, occupied some time; it was a question whether the boundary line between two parishes as defined by the boundary commissioner was the correct one; the jury, by their verdict, upheld the decision of the commissioner. There was also a case of *Fellows* v. *Briggs*, claiming and establishing a right to a several fishery in part of the river Trent; these rights, owing to the increase of salmon since the Salmon Preservation Act, are now becoming of importance in this river. At York there were 19 causes, and amongst them a criminal information against Sir Henry Edwards for bribery at the last Beverley election. The learned judge directed an acquittal, on the ground that the prosecution had failed to connect the defendant with the acts of bribery on which they relied; he also ruled that evidence of what had been done at former elections could not be admitted on this trial. At Leeds another criminal information was tried, in which the editor of the *Sheffield Daily Telegraph* was found guilty of a libel on the Earl and Countess of Sefton. At this place, 59 causes were entered, 24 being special juries. This appears to be about the average number of cases; last spring there were 53. The sittings lasted nearly a fortnight, notwithstanding that Mr. Justice Brett finished the criminal work in a very short time (there being only 40 prisoners), and was thus enabled to assist the Lord Chief Baron in disposing of the causes. There were 8 actions against railway companies for personal injuries, and as far as one can judge from what has taken place at these assizes, there seems no reason to complain that railway companies are unable to obtain justice at the hands of juries before whom their cases are tried.

Norfolk Circuit.

The amount of business on the Norfolk Circuit this summer has been about up to the average. The causes entered have been 34 in number, of which 11 were marked for trial by special juries. The circuit consists of nine counties, and these figures therefore give an average of not quite 4 causes to a county.

The only causes worthy of remark were the following:—At Northampton a plaintiff recovered the large sum of £2,000 for a breach of promise of marriage. At Huntingdon the Middle Level Commissioners were sued for flooding a considerable extent of fen land, just as a few years ago they were sued for a like cause at Norwich, in the great case of *Coe* v. *Wise*. In *Merton* v. *Vaughan*, at Norwich, an important point was reserved on a policy of marine insurance—viz., whether an underwriter on a time policy was liable for loss of ship whilst towing another ship on a voyage, and not merely assisting her in distress. In *Betts* v. *The Great Eastern Railway Company*, which took upwards of two days to try at the same

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place, the question was raised whether surplus lands which the defendants had not sold did not, in course of time, vest in the adjoining owners, under the Lands Clauses Act. In *Cracknell* v. *The Mayor &c. of Thetford*, entered for trial at the same place, it was sought to make the defendants responsible for flooding the lands adjoining the Brandon river by their mismanagement of the navigation and neglect; and the action was referred to an arbitrator to state a special case for the opinion of the Court of Exchequer. An action between the same parties for the same causes was tried in 1867, and afterwards decided in favour of the defendants by the Court of Common Pleas on a special case.

Most of the actions were of a substantial nature, which may in some measure be attributed to recent county court legislation; the bulk of them also were fully tried out, the result probably of light cause lists, and of there being therefore no inducement to hurry the business over; indeed on circuits like the Norfolk, where there is no pressure of time, references are only resorted to when necessary, and remanets are almost unknown. Since the county courts have possessed their admiralty jurisdiction there has been an absence from the lists of causes arising out of collisions at sea, which formerly found their way to Norwich from the neighbouring ports of Yarmouth and Lowestoft; they may be tried more cheaply now, but scarcely we should imagine so satisfactorily.

The criminal business was of the usual extent, there being perhaps 130 cases in all. The only exceptional case was that of the atrocious Denham murder.

North Wales Circuit.

At Newtown, the first assize town, there was no civil business, and only three criminal cases. One was a charge of stealing, to which the prisoner pleaded guilty. The other two were for housebreaking. All the prisoners, except the first, were strangers to the county. In Merionethshire, the business consisted of one criminal case, and three causes, one of them a special jury. The special jury was an action against the Great Western Railway by a passenger, injured by being jerked violently against the carriage in which he was carried, the engine and train being thrown off the line. The cause of this accident was an accumulation of gravel, occasioned by floods, against the effects of which it was contended the company were bound to provide. It resulted in a verdict for the plaintiff, with £50 damages. The first common jury case tried—an action for services rendered as an engineer—ended also in a verdict for the plaintiff; whilst the second was removed to Carnarvon. At that place the only cause for trial was the one thus sent from Dolgelly, an ejectment by a building society for a forfeiture, which terminated in a verdict for the claimants. There were only four prisoners, the offences charged being of an ordinary description. Beaumaris contributed only one cause. This was an action of trespass, involving the question of an alleged right of way. After a long trial it eventuated in a verdict for the defendant. The name of one prisoner only appeared in the calendar, against whom the grand jury ignored the bill. Ruthin yielded two causes. One was an action of ejectment, in which the verdict was for the claimant. The other cause was referred. The calendar contained four prisoners; a case of aggravated assault was the only crime of a serious character. Mold, which terminates the North Wales Circuit, yielded only one writ to the cause list; an action for goods supplied to a mining company, ending in a verdict for the plaintiff. Three prisoners were tried and convicted, their offences being of an ordinary character.

South Wales Circuit.

The prospect of business on the South Wales Circuit was never promising for the late assizes, though, in consequence of the anticipation of two long cases—one a civil cause at Cardigan, and the other the prosecution arising out of the death of the notorious fasting girl at Carmarthen—the circuit commenced early. At Haverfordwest the whole of the business was easily concluded in one day. There was not even a rumour of a cause, and the criminal work was of a very ordinary character. Out of a calendar of 6 prisoners for trial an indictment for sending a threatening letter to extort money, terminating in a conviction, was the only case of any public interest. At Cardigan there was no prisoner for trial, and only one cause entered. That was an action of ejectment brought to establish the claim of the Bishop of St. David's in right of his see, to certain lands within the limits of an ancient manor of which he is lord. The question was whether the land was waste of the manor, or the unenclosed sheep-walk of freeholders within it. Had the case been tried out it must necessarily have occupied several days, as a vast number of Welsh witnesses, requiring the services of an interpreter, were in readiness to be examined on behalf of the respective litigants. A verdict, however, was taken for the plaintiff by consent, on certain agreed terms, leaving four days for the learned judge and bar to make holiday. Carmarthen—like Haverfordwest—contributed nothing to the civil business of the circuit. *The case* of the Assizes was, of course, the prosecution, instituted by the Treasury, of the parents of the unfortunate fasting girl. Long and tedious as had been the preliminary inquiry before the magistrates, the trial was easily compressed into two days, and resulted in a conviction of the prisoners. There were only three other cases in the calendar, disposed of in as many hours.

Glamorganshire—the important county of the circuit—was expected to be unproductive on this occasion, and so it proved. The criminal business was below the average. The cases most likely to occupy time—an indictment against a police constable for perjury on a beerhouse information; and against a bankrupt for an alleged fraudulent disposal of his goods—terminated early in acquittals. Some indictments for obstructing railway trains by placing stones on the line, were the only other cases out of the ordinary routine. In none of them was a conviction obtained. The cause list was easily exhausted within three days. Three special and four common juries were indeed all it contained. Of the three special jury causes, one, an action for distraining a colliery railway, involving some nice questions of law, was at once referred. The second, an issue out of the Probate Court, to try the competency of a testator, collapsed at an early stage; and the third, an action against a railway company for negligence, eventuated in a verdict for the company. The common jury cases were of an ordinary character; three were tried out, and in the fourth a verdict was found for the plaintiff by consent. The ten days allowed for the assize afforded four days of holiday before the Brecon Commission day. Holidays indeed were rather the rule than the exception, throughout the whole of this unproductive circuit. Brecon was a signal example of this. It was, in fact, almost a blank. There was no prisoner, and a small action for dilapidations against the executors of a deceased clergyman—terminating in a verdict for the defendants—was the scanty material to occupy the attention of the bench and bar. The small county of Radnor, generally, as might be expected, very unproductive of business, on this occasion, however, contributed much more than its share to the sum total of the circuit. The criminal business consisted of five cases. Two of them were indictments for maliciously wounding sheep, a crime previously not unknown in that locality. They terminated in acquittals, as indeed did all the other cases in the calendar—the commission of jail delivery for this county being thus of an intensely practical character. The causes were both special juries, one an action against an attorney for negligence, in which the jury, failing to agree, were eventually discharged. It involved very nice legal questions. The second was an issue raised by the return to a mandamus under the Lands Clauses Consolidation Acts. With this unusually heavy crop, yielded

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by the smallest county on the circuit, the summer assize for 1870 terminated.

Chester Assizes.

At Chester the legal harvest was very scanty for the united professional strength of the North and South Wales Circuits. On the Crown side the work was almost unprecedentedly light, and easily finished by noon of the second day of the assize. The calendar afforded a list of cases, for the most part, of a very trifling character; nearly half of it being made up of a batch of prisoners charged with a riot of no very aggravated description. In consequence of the business in the Crown Court terminating thus speedily, the learned judge who presided there proceeded to assist the Chief Justice in the trial of causes; and, as the same counsel were retained in many of them, the practical difficulty in securing their presence when the cases came on for hearing was often very great. The list, which only contained an entry of 11 causes, was concluded on the morning of the fifth day of the assize. The common juries were of a very ordinary character. Two miserable actions for slander, arising out of family quarrels, were well disposed of by the withdrawal of a juror. One, a question of disputed boundary, was early referred. Of the special juries, one was an action of ejectment to recover an undivided moiety of land, which occupied the Court for two whole days. It ended in a verdict for the claimant, but with numerous points of law reserved for the Court above. An action of libel against an editor of a newspaper for an article reflecting on the character of the plaintiff, occasioned considerable local interest, and resulted in a verdict for £50 damages. A sporting action by a gamekeeper against his late employer, to recover a large sum for rearing game on the estate, ended in a verdict for the defendant. There were two actions tried involving railway contracts; but none of the "accident cases" in which companies figure as defendants, and which usually swell the cause lists, were found in it on this occasion. None of the other cases tried require special notice. The whole circuit business was concluded on the 12th of August.

PATENT CASES.

The Procedure under the 21 & 22 Vict. c. 27, and 25 & 26 Vict. c. 42.

No. II.

Appeal motion for a new trial.

An appeal from the finding of the judge or the verdict of a jury is not properly an ordinary appeal; but a motion to the judge who tried the issues, or to the Appeal Court, to direct a new trial. The motion is made upon the evidence taken in the Court of first instance, and the judgment and finding of the judge; or if there is a jury, upon the evidence and the judge's charge to the jury. This is the course of proceeding directed by the 21 & 22 Vict. c. 27. The clauses of the Act regulating the course of proceeding seem to have been framed with a view to establishing a close similarity on the trial of issues, between the proceedings at law and proceedings in equity; in fact, a species of fusion.

Section 5 of the Act directs, where either party is dissatisfied with the trial, that he may "apply for a new trial, either to the judge before whom the trial was had, or to the Court of Appeal in Chancery," viz., to the Lords Justices or to the Lord Chancellor. The Act does not in terms say whether the Court to which the application is made, shall have any other power than that of directing a new trial; and, in the early days of the new practice, it was considered a question whether, when the application was made to the Appeal Court, it might not reverse the finding of the Court below, and direct a certificate to be entered up for the party against whom the finding had been; and appeal motions for a new trial were framed accordingly in some instances. All doubt, however, upon the point is set at rest by the case of *Simpson* v. *Holliday* (L. R. 1 H. L. 315), in which their Lordships held that the Court of Appeal has no power, on a motion for a new trial, to reverse the findings of the Court below on matters of fact; but it may, without directing a new trial, give final judgment on a point of law, and may on that point reverse the decision of the Court below. In the case referred to, the question of law arose upon the specification, so that the finding of the Court below on the sufficiency of the specification, though in form a finding of fact, was in truth a judgment upon a question of law; or, at any rate, the questions of law and fact were blended. A notice of motion for a new trial should therefore now simply ask a new trial. If the notice of motion is before the Lord Chancellor, it must be by special leave, and the notice of motion should state that it is by leave granted on a certain day.

The appeal motion is conducted like any other motion in chancery; all, or a reasonable number, of the counsel on both sides being heard. The evidence used is the evidence taken in the court below, both the oral evidence and the exhibits. It is usual and always advisable in patent cases, where there is any degree of complication, for each side to have a shorthand writer's note, or for both to concur in having one shorthand note. If the parties differ as to what the evidence was, the notes of the judge who tried the issues must be referred to, and they are conclusive as to what the evidence was. Here it may not be useless to mention that, neither on the trial below nor on an appeal, will the Court be bound by the evidence of experts; but it will consider and give weight to that evidence, only, however, as an explanation of scientific terms and matters of science. On any question involving the law—such as what is the construction of the specification, or what is infringement (if the latter question depends at all, as it frequently does, upon legal considerations)—the Court having received from the witnesses explanations of the scientific terms and facts, will decide for itself upon the specification and the exhibits or other information brought before it. Thus, in *Simpson* v. *Holliday* (13 W. R. 577), where the question turned upon whether the specification described only one process or two alternative processes, one of which would not be useful; although the great preponderance of evidence was to the effect that the scientific witnesses understood the specification as only describing the useful process, and were not at all misled by it, Lord Westbury, C., held that question to be a question on the construction of the legal instrument; and, in construing that question he determined that the specification did describe two processes, and accordingly decided against the patent; and of the same opinion was the House of Lords on appeal in the same case (*ubi sup.*). When judgment has been delivered in the appeal court, upon the issues, if it agrees with the finding of the judge or the verdict of the jury, and refuses a new trial, the cause, if not already in the paper of the appeal court, is directed to be put into its paper at an early date. The equities are disposed of unless the defeated party expresses a desire to appeal to the House of Lords, or wishes time to consider as to appealing; in which case the Court will postpone the hearing of the cause. If, however, the cause is heard, the usual course of hearing a cause in equity is followed, as to the hearing counsel and otherwise, if there is anything to argue on the equities.

The costs will, in general, follow the final judgment—viz., if the Appeal Court agrees in the findings of the Court below, or the verdict of the jury, it will make a decree with costs against the defendant; or dismiss the bill with costs, as the case may be. But in this, as in other proceedings in equity, the costs are in the discretion of the Court, and in a case in which the writer was counsel for an unsuccessful plaintiff, though the Court dismissed the bill on a defect of law in the patent; and as in consequence the bill was filed by a plaintiff who had no title, and would, in the ordinary course have been dismissed with costs; yet inasmuch as the greater part of the expense had been caused by an objection raised by the defendant and the evidence on a matter of fact, on

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which the Court was with the plaintiff, the bill was dismissed *without* costs.

Appeal to the House of Lords.

If either party is dissatisfied with the decision of the Court of Appeal, an appeal from that decision lies to the House of Lords. In *Curtis* v. *Platt*, the Vice-Chancellor (the present Lord Chancellor) found for the plaintiffs upon the first four issues (validity of the patent), and for the defendants on the fifth, that there was no infringement. Both petitioners moved before the Lord Chancellor (Lord Westbury) by way of appeal, for a reversal of the findings affecting them, or in the alternative for a new trial. That is, the plaintiff moved to reverse the fifth finding, or for a new trial, and the defendants moved to reverse the findings on the four first issues, in case the Court should accede to the plaintiff's motion on the fifth issue. The Court of Appeal affirmed the finding on all the five issues, and made a decretal order declaring accordingly, and disposing of the costs—and that order was enrolled. Both parties presented petitions of appeal to the House of Lords, and prayed the reversal of the Lord Chancellor's decree, so far as it prejudicially affected them. It was objected against the appeal of the plaintiff Curtis, that the appeal could not be sustained in point of form, as it was an appeal on a question of fact; and that the statute gave no such right of appeal; against which it was argued, that the 30th section expressly provided that from any order made by the Court upon a motion for a new trial, there shall be the same right of appeal as from any other order of the court. And so the House of Lords held, the Lord Chancellor in part of his judgment thus expressing himself: "The Court of Chancery knows no distinction between orders founded upon question of law, and those upon matters of fact, and the words of the 3rd section applying generally to any order made upon an application for a new trial, and there being nothing in the 5th section which can be considered as creating any distinction between the different kinds of trial, whether with or without a jury, the regular course of appeal in both cases must equally be open to the parties; and, therefore, the general appeal is not incompetent." The case was then argued upon its whole merits (L. R. 1 H. L. 337), and the judgment of Lord Westbury affirmed. This case is quite distinguished from the case where no motion for a new trial has been made. It is very material, as before observed, to bear in mind the true nature of the course of proceeding upon a motion for a new trial; because, where there is no jury, and the judge finds the facts, and then makes a decree accordingly, and no motion is made for a new trial, the judge's finding is exactly equivalent to the verdict of a jury, and is conclusive upon the facts, assuming that no reference is made in the decree to the evidence; so that, if the decree does not refer to the evidence, but merely to the issues and findings, no appeal can be made on the merits. This is shown by the case of *Fernie* v. *Young* (14 W. R. 714). In that case issues had been tried in the court below, by Vice-Chancellor Stuart without a jury. His Honour found on all the issues for the plaintiff Young on the 26th May. On the 1st June the cause came on for hearing, and the learned Vice-Chancellor made a decree, reciting the trial and the findings, the patent, the specification, and the answer, but not the evidence. On the 18th June, the defendant enrolled the decree without having moved for a new trial. On the case coming on to be heard by the House of Lords, a preliminary objection was taken by the respondent Young, that the appeal could not be supported, on the ground that the appellant had not moved for a new trial, but had enrolled and accepted the decree as it stood. And that the decree not referring to the evidence, the House of Lords would not look at the evidence, but would decide only on the decree as it stood—and of that opinion were their Lordships—and the decree being in conformity with the findings, the appeal was dismissed. Lord Cranworth, L.C., however, in his judgment, expressly relied upon the fact that the decree did not refer to the evidence, and said, "Where the decree refers to the evidence which has been given in the cause, which is substantially part of the decree, it may be looked at here and always is looked at here." His Lordship's judgment therefore proceeded entirely on the ground that as the decree did not make the evidence part of it, they could not go into the merits as to the facts. And their Lordships by no means decided that the findings of the Court below must in all cases be taken to be binding, merely because there has been no motion for a new trial. The inference to be drawn from the language of the Lord Chancellor, is on the contrary, that if in such a case as *Fernie* v. *Young* the party intending to appeal were to take care to have the evidence referred to in the decree, the House of Lords would review the whole merits.

The decision of the House of Lords in *Curtis* v. *Platt* is quite consistent with *Fernie* v. *Young*. In *Curtis* v. *Platt* the judge of the first instance had found all the issues as to validity of the patent in favour of the plaintiff; and the fifth issue in favour of the defendant. On the motion for a new trial, the Lord Chancellor did not interfere with, but affirmed all the findings and disposed of the costs. A preliminary objection was taken, as above mentioned, that no appeal would lie on questions of fact. But it was held that the order of the Court of Appeal might be appealed to the House of Lords under the 3rd section of the 21 & 22 Vict. In *Simpson* v. *Holliday* what the Lord Chancellor had done was not simply to refuse a new trial, but to *reverse* the Vice-Chancellor's finding, and to decide and declare the patent bad in law. The House of Lords held that such reversal of the findings was irregular as *ultra vires*; but that was immaterial, as they held at the same time that his Lordship had power to decide the question of law, and to decree accordingly, and that that decree might be appealed. From these three cases *Fernie* v. *Young*, *Simpson* v. *Holliday*, and *Curtis* v. *Platt*, —it is submitted that the following conclusions may be drawn:—

1. That if a party to a trial by issues does not move for a new trial, but leaves the judge to make a decree, and the decree does not refer to the evidence, the evidence cannot be looked at upon appeal to the House of Lords, and the findings of the judge are conclusive.

2. That if the decree does refer to the evidence, the whole case is open on appeal.

3. That though on a motion for a new trial to the Court of Appeal, it cannot *reverse* the findings of the Court below; yet if it agrees with there findings, it may make a decree consistent with them, and on such decree an appeal will lie to the House of Lords, provided the decree refers to the evidence.

LEGISLATION OF THE YEAR.

CAP. XXIX.—*An Act to amend and continue "The Wine and Beerhouse Act*, 1869."

The Wine &c. Act, 1869, made various alterations with respect to licences and other matters connected with the sale of beer, &c., by retail; and in the ordinary course of English legislation it has since been discovered that many amendments are necessary, and the present amending Act was passed to supply them. It repeals section 9 and alters the wording of six of the other sections in the Act of 1869, and it contains a number of provisions relating to the subject of that Act. The law, therefore, on these questions cannot be ascertained until both statutes have been read. No change is made in the general law, but much of the legal machinery is altered in detail for the purpose of more efficiently carrying out the scheme of the principal Act.

Section 4 substitutes in section 7 of the Act of 1869 "the superintendent of police of the district" for "constable or peace officer acting within such parish, township, or place," and allows the notices under that section to be

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given by registered letter. It allows certificates under the Act of 1869 to be stamped with an official stamp instead of being signed by the justices, and fixes a fee of four shillings to the clerk of the justices for the renewal of certificates and one shilling to the constable for the service of notices. Justices may either allow, refuse, or adjourn an application for a transfer. Section 9 and the proviso of section 5 of the Act of 1869, by which in some cases certificates may be transferred and certificates for licences under 23 Vict., 24 & 25 Vict., and 26 & 27 Vict. may be granted by justices in petty sessions and special sessions respectively are repealed, and 9 Geo. 4, c. 61, and Acts amending it relating to justices' licences, are to have effect with regard to certificates under the Acts of 1869 and 1870.

Sections 17 and 19 of the Act of 1869 respecting convictions are extended to this Act, and the period of five years mentioned in section 17 is changed to three years (section 5).

Section 6 contains provisions to prevent evasions of the law by persons licensed to sell beer, &c., &c., not to be consumed on the premises. It alters the wording of sections 15 and 16 of the principal Act so as to make them more complete, and it gives power to a constable to require any person present in a licensed house at a time when such house ought by law to be closed to give his name and address. If such person refuse to do so he is liable to a penalty. Section 7 extends the 19th section of the Act of 1869 to renewed licences, and it contains some provisions in detail respecting convictions recorded upon certificates. When a licensed house is required to close for the sale of any liquors during any time, such house shall close also for the sale for all other liquors and of all other articles whatever (section 8). When a renewal of a certificate is refused licences held under it shall become void unless there is an appeal against such refusal (section 9). The qualifications for a certificate for an additional licence to the holder of a strong beer dealer's licence to retail beer are assimilated (except in cases of renewal of existing certificates) to those required in case of licences to retail beer for consumption on the premises (section 10).

By sections 11 and 12 power is given to justices to postpone applications for renewals, and they are forbidden to reduce penalties for offences against the Acts to less than twenty shillings. Houses licensed to retail sweets are to be liable to be visited by constables under 18 & 19 Vict. c. 118, in the same way that houses licensed to sell fermented and distilled liquors are liable (section 13). Persons guilty of felony are for ever disqualified from selling spirits by retail (section 14).

Section 15 gives a justice power to grant a warrant to search houses where it is suspected that liquors are being unlawfully sold, and section 16 provides that there shall no longer be granted to brewers of beer brewers' licences to retail beer not to be drunk on the premises, and it repeals the sections of former Acts under which those licences have been granted.

The Act is to be cited as "The Wine and Beerhouse Amendment Act, 1870." It only extends to England, and, together with the Act of 1869, it is to remain in force for two years from the date of its passing, and to the end of the then next session of Parliament.

CAP. XXX.—*An Act to abolish attachment of wages.*

It is seldom that a statute with its preamble so accurately and fully explain themselves as is the case with this short but by no means unimportant Act. The preamble recites, first that by an Order in Council the clauses in the Common Law Procedure Act, 1854, relating to the attachment of debts were extended to the county courts. It then omits to express, though it plainly enough implies, a recital which, if expressed, would run as follows:—"And whereas, by *Jones* v. *Thompson* (E. B. & E. 63), *Dresser* v. *Johns* (6 C. B. N. S. 429), and divers other cases, it was decided that nothing can be attached under these clauses except legal debts already due, though the period of payment may be postponed, and therefore it was clear law that accruing wages could not be attached; and whereas several county court judges, being ignorant of the law, have issued many attachments against such accruing wages"—The next recital is expressed in full, and, if we are not misinformed, it by no means overstates the truth. It runs, "Whereas much inconvenience has arisen by the attachment of wages to satisfy judgments recovered in some of such first mentioned courts (*i.e.*, county courts), and it is expedient to prevent the attachment of wages to satisfy judgments recovered in any court of record or superior court"—The Act then goes on to enact simply that no order for the attachment of the wages of any servant, labourer, or workman shall for the future be made by any Court of record or inferior Court.

CAP. XXXIV.—*An Act to amend the law as to the investment on real securities of land held for public and charitable purposes.**

The Act 9 Geo. 2, c. 36, is commonly referred to as a Mortmain Act, though in some text-books this is said to be an inaccuracy. As the Act is directed to the restraint of gifts and conveyances of realty to charities, whereby it would become vested in *mortuâ manu*, it does not seem inappropriate to call it (as Mr. Lewin has done, L. on Trusts, 408) a Mortmain Act. The Act says that after its date no land or money to be laid out in lands shall be given or conveyed to charitable uses unless the same be done by deed, enrolled with certain formalities twelve months before the donor or grantor's death, and unless the gift or conveyance be made to take effect in possession, and be "without any power of revocation, reservation, trust, condition, limitation, clause or agreement whatsoever for the benefit of the donor or grantor." The second section exempts from these requirements as to formalities lands *bonâ fide* purchased for valuable consideration. It has been held—though some readers may think that an equity of redemption reserved in a mortgage deed must surely be obnoxious to the prohibition of reservations, &c.—that investments of charity funds by way of mortgage of land are not within the application of that prohibition (*Doe d. Graham* v. *Hawkins*, 2 Q. B. 212), and Mr. Lewin (*ubi supra*) mentions a case of *Re Prior's Charity* (July 21, 1853, M. R.), in which the Court ordered an investment of the charity funds to be made on mortgage of land, in pursuance of which order £50,000 was placed out on mortgage of an estate in Northamptonshire. But nevertheless the formalities of enrolment, &c., prescribed by 9 Geo. 2, c. 36, are to be complied with. Even where charity land was taken under the compulsory powers of a public company—the Act which conferred the powers requiring that the purchase-money should be laid out in the purchase of other land to be conveyed and settled to like uses—Vice-Chancellor Wood held that the conveyance of the land so purchased must be made with those formalities (*Re Christ's Hospital*, 12 W. R. 669).

The present statute is intended to facilitate the investment of charity trust funds upon mortgage of realty. Section 1 enacts that it shall be lawful (according to the Queen's Bench case above cited, it was already lawful) for the trustees to invest on any real security consistent with the terms of their trust, without being deemed to have thereby acquired land within the meaning of any Mortmain or other Act, &c., and the formalities prescribed by 9 Geo. 2, c. 36, are not to be necessary. But by section 2, whenever the equity of redemption shall "become liable to foreclosure, or otherwise barred or released," "the premises shall be thenceforth held in trust to be sold and converted into money, and shall be sold accordingly;" and in foreclosure or redemption suits in such cases there is to be no option of ordering sale or oreclosure, but the decree against the mortgagor is to be invariably foreclosure.

* See a paper on this subject, read by Mr. S. Heelis, at the Metropolitan and Provincial Law Association's Meeting, at Manchester, in October, 1868.—12 Sol. Jour. 8.

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RECENT DECISIONS.

EQUITY.

ACCEPTANCE—DISPOSITION OF PROPERTY PENDING WINDING UP.

Ex parte Bolognesi, L.J.G., 18 W. R. 876.

Section 153 of the Company's Act, 1862, declares that every disposition of the company's property after the commencement of the winding up, shall, unless the Court otherwise orders, be void. In the exercise of the discretion conferred on it, the Court will, as of course, confirm *bonâ fide* dispositions of property in the ordinary course of business, made after the presenting of a petition for winding up, and completed before the winding up order (*Re Wiltshire Iron Company*, 16 W. R. 682, L. R. 3 Ch. 443). In *Ex parte Bolognesi* the late Lord Justice Giffard held that an acceptance, signed on behalf of the company after the commencement of the winding up, was not a "disposition" of the property within the meaning of the foregoing section, but a mere incurring of liability, and so not within the discretionary power of the Court under section 153.

The acceptance was signed by one of the liquidators only. According to the Act (section 133, rule 6), liquidators, when they are in the plural number, cannot accept bills so as to bind the company except through the medium of two, at least, of their number, unless it was otherwise determined at the time of their appointment. Though they can afterwards give an authority to any one of themselves, as in this case, or to their clerk or secretary, yet that must be as confined to the acceptance of a specific bill or bills, and a general resolution that all bills, as in this case, should be signed in a particular way will be bad (*Re London and Mediterranean Bank*, 16 W. R. 1003, L. R. 3 Ch. 651). The acceptance, therefore, in this case, which was signed by the manager and one of the directors (who was also one of the liquidators), was not binding on the company, and no proof in respect of it was admitted. Had the director signed the bill as liquidator, as in the case of *Re London and Mediterranean Bank*, the indorsee had notice of the express provision of the statute, and it would have been his own fault if he had taken the bill. As it was, he did not know that the winding up had commenced, and there was nothing on the face of the acceptance to put him on inquiry, for it was signed by two persons as "manager" and "director" respectively, just as if the company were a going concern, and he suffered for his ignorance by having his claim against the company disallowed.

CRIMINAL LAW.

OBTAINING GOODS BY FALSE PRETENCES—OBTAINING USE OF GOODS FOR LIMITED TIME.

Reg. v. *Kilham*, C. C. R., 18 W. R. 957.

It is not larceny to take the goods of another with the intention of returning them again to their owner. Even if there is a fraudulent intent successfully carried out in so doing, the offence is not larceny, because, to constitute larceny there must be an intention to deprive the owner wholly of the property in the chattel (2 Russ. 4th ed. 160). Until *Reg.* v. *Kilham* it was not settled whether this principle applied to the offence of obtaining goods by false pretences under 24 & 25 Vict. c. 96, s. 88. The only case upon the point was *Reg.* v. *Boulton* (1 Den. 508), where it was held that obtaining a railway ticket by false pretences was an obtaining of goods by false pretences, although the prisoner intended to give up the ticket at the end of the journey to the railway company from whom he obtained it. In *Reg.* v. *Kilham* the prisoner, by false pretences, obtained the use of a horse for a day, with the intention of returning it to the owner, and he did return it to the owner. The Court held that this did not amount to an obtaining goods by false pretences, and they thus applied the same principle to this offence as to larceny. They suggested that *Reg.* v. *Boulton* might be distinguished, on the ground that there the prisoner intended to deprive the company of the whole benefit of the ticket, and entirely converted it to his own use for the only purpose for which it could be beneficially applied.

Reg. v. *Kilham*, if it does not overrule *Reg.* v. *Boulton* at all events shows that *Reg.* v. *Boulton* is no authority for the proposition for which it has often been cited—viz., that the offence of obtaining goods by false pretences may be complete without an intent to convert the goods wholly to the taker's own use. *Reg.* v. *Kilham* quite agrees with the note on this subject in 2 Russ. on Crimes, 4th. ed. 646.

BANKRUPTCY.

FRAUDULENT PREFERENCE.

Ex parte Craven, Re Craven and Marshall, C. J. B., 18 W. R. 1022.

The doctrine of fraudulent preference is one of those many doctrines not founded upon any express enactment, but developed from the general principles, and intended to carry out the general policy underlying the laws of bankruptcy. The leading object of the bankrupt laws is to secure equality among the creditors when any man becomes insolvent. And any device by which the insolvent might seek to defeat this equality was early regarded as a fraud upon the law, which the law would not allow to succeed. Accordingly, if a debtor, in contemplation of bankruptcy, and voluntarily, gave goods or paid money to one creditor with the view of preferring him above the rest, the transaction was deemed fraudulent, and might be avoided by the assignees in bankruptcy. But it was of the essence of a fraudulent preference that it should be strictly voluntary, that it should move from the bankrupt; if the preference were the result of any pressure applied by the creditor, it ceased to be fraudulent.

By section 92 of the Bankruptcy Act, 1869, "every conveyance or transfer of property, or charge thereon made, every payment made, every obligation incurred, and every judicial proceeding taken or suffered, by any person unable to pay his debts as they become due from his own moneys, in favour of any creditor, with a view of giving such creditor a preference over the other creditors, shall, if the person making, taking, paying, or suffering the same become bankrupt within three months after, &c., be deemed fraudulent and void as against the trustee of the bankrupt; but this section shall not affect the rights of a purchaser, payee, or incumbrancer in good faith and for valuable consideration."

In the case which we are now considering the Chief Judge in Bankruptcy has decided that this section has made no change in the law as to fraudulent preference so far as the necessarily voluntary character of the preference is concerned. "The fraudulent preference which is made void [not voidable only, as it was under the former law] by the statute, is the same fraudulent preference as was invalid before, for the same reason and under the same circumstances. The motive in view which may have actuated the debtor wholly or partially is not material, unless it has also induced him, without pressure or just request from his creditor, to give him a preference over his other creditors."

This decision is clear and satisfactory. But we must confess ourselves wholly unable to understand the learned judge's meaning when he says that the statute has made a fraudulent preference "void, not voidable only as it was under the former law." A transaction is said to be void not voidable when it is void *ab initio*, for all purposes, and as against all the world. It is said to be voidable only when somebody has an option to treat it as void, but otherwise it remains valid. Under the old law it was in the option of assignees to avoid a fraudulent preference or not. It was, therefore, properly called voidable. The new Act says that such a preference "shall be deemed *fraudulent and void as against the trustee*." It is, therefore, also voidable, not void.

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REVIEWS.

Lives of Eminent Serjeants-at-Law of the English Bar. By HUMPHRY WILLIAM WOOLRYCH, Serjeant-at-Law. London: W. H. Allen & Co.

It has been said that every man ought to have his hobby. Lawyers very often have hobbies. One devotes his leisure to music, another to antiquarianism, and a third to drawing or painting. A late Recorder of Stamford made a hobby of change-ringing. Serjeant Woolrych is known in the legal profession as having made a hobby of Serjeants-at-Law and everything connected with them. The dignity of this degree commends itself to our respects on account of its antiquity. The serjeants were the heads of the practising members of the profession when as yet Queen's Counsel were not. In our times the Queen's Counsel have superseded the serjeants and almost driven them from the field. In all courts they take precedence of the serjeants, excepting the Queen's Ancient Serjeant, which office, however, has been vacant ever since the death of the late Serjeant Manning. The serjeants once had the privilege of practising in the Court of Common Pleas to the exclusion of all the rest of the bar, which privilege was at length taken away from them in 1840. They are still addressed by the judges as brothers, they still pay their heavy fees on admission to Serjeants'-inn, and another remnant of their old dignity subsists in the fact that every barrister who is raised to the common law bench passes, if only *per saltum*, through the degree of serjeant.

But they have long ceased to be the heads of the bar, the rank to which its best members look to rise in natural sequence. The silk gown and not the coif is now the aim of the rising junior. The Queen's Counsel now number nearly 200, while the serjeants scarcely amount to one-eighth of that number. An old institution which in its day has done its work is dying out; it may, however, linger on for many years, its ranks being recruited, as is every now and then the case, by a few men, scarcely equal to the rank of Queen's Counsel, and yet desirous of being placed above the level of the junior bar. Serjeant Woolrych cannot bring himself to accept with resignation the declination of his ancient order; he hopes that the Queen will appoint another Ancient Serjeant, and that the order will be revived in its old glory. The only reason he can find for this, on the ground of expediency, lies in the fact that the serjeants are technically more independent of the Crown than the Queen's Counsel. Before a Queen's Counsel can appear against the Crown permission has to be asked, and though the leave is always obtained as a matter of course, Serjeant Woolrych thinks that perhaps in troublous times it might not be depended upon. A serjeant, on the other hand, is entirely independent, and can appear for whomsoever he pleases. But this distinction will hardly suffice to create a demand for serjeants. If the troublous times referred to should ever arise, it is very improbable, though just possible, that the technical dependence of the Queen's Counsel, should occasion any practical inconvenience; and even if the Q.C.'s were denied to a litigant adverse to the Crown, the junior bar would be a better recourse for him than the serjeants in the declining condition of that body.

The serjeants having been for hundreds of years at the head of the legal profession, it is superfluous to say that the annals of the dignity include very many men whose lives are interesting and instructive subjects for biography. There is Serjeant Maynard, the sound lawyer and honest statesman, the veteran whose integrity and ability kept him in office from the Commonwealth till his death under William III., of whom Macaulay recorded how, at the anxious moment when the Commons, between two kings, as between two stools, were debating on abdication and vacancy—"the orator who took the most statesmanlike view of the subject was old Maynard." Then there is Bulstrode Whitlocke, the friend of Clarendon, and Lord Commissioner in the Commonwealth, whose name is so intimately mixed up with the history of that period; Sir Thomas Crew, the bold asserter of the Commons' rights against James I.; Plowden, whose bust was placed in the Middle Temple Hall last year, and many others. Serjeant Woolrych confines himself to those serjeants who never became judges, excepting such as Maynard and Whitlocke, who attained a species of irregular rank in exceptional times. He has got together with much poring industry a great quantity of matter relating to his heroes (for in the exercise of his hobby he treats them all as such), and anyone wishing information about any one of them will do well to consult this book. He will at least get useful hints and clues from it. Serjeant Woolrych's honest enthusiasm about his subject has so won upon our sympathy that we heartily wish we could say more for the book. We cannot do that. The materials, though gathered painfully from far and wide are ill-digested and shaken down into the two volumes with a careless and vague garrulity. The most unreliable gossip is huddled up side by side with important authentic statements; and the whole composition is vague and inconclusive in the last degree. To make matters worse, the volumes are full of misprints, indeed their number would lead us to imagine that the author cannot have corrected the press at all. The reader is perpetually in doubt as to whether he is reading original matter or quotation, and is bewildered and harassed by every description of garrulous irrelevancy.

GENERAL CORRESPONDENCE.

LIABILITIES OF SOLICITORS.

Dear Sir,—There was a case in the *Reporter* some time ago, not long I think, in which a solicitor was sued upon a letter he had written promising to send some money due from his client. It was held that the solicitor never meant to charge himself, or personally undertake the payment, and he obtained a verdict. I shall feel very much obliged if you or a subscriber would refer me to it. I cannot find it.

GEORGE ALBERT JONES.

Abergavenny, Sept. 28.

MARRIED WOMEN'S PROPERTY ACT, 1870.

Dear Sir,—Will any of your readers kindly look at the 7th section of the Married Women's Property Act of last session, and tell me if the following propositions deduced from it are correct?

1. That a woman married after the passing of the Act and becoming entitled to a million of money as next of kin to an intestate takes it for her separate use.
2. That the same woman taking £250 under a deed or will does not take it for her separate use.
3. That the same woman taking furniture or jewels to the value of a million sterling under a deed or will takes them for her separate use.

It seems to me that all three propositions follow clearly from the language of the section, though they are not in accordance with the marginal note of its contents.

C. T. ARNOLD.

20, Whitehall-place, London, S.W., Sept. 28.

[This section is served up in the usual style of our Legislature. (1) and (2) are *sequiturs* from its language, but *secus* as to (3).—ED. S. J.]

COUNTY COURT JURISDICTION.

Sir,—Can any of your readers answer the following?

The traveller of a merchant residing in the City calls upon a customer in the country and takes his order, and receives directions to send the goods down by "Rail" (in the present case the London and North Western Railway). The goods are sent at the customer's risk.

The London and North Western goods station is at Camden, and the receiving house in the City is "Chaplin & Horne's," who are in truth the company's agents. Chaplin & Horne send round their carts to most warehousemen in a large way of business in the City, to collect their parcels, and they do so to the merchants in question. The various collections are taken to and separated and arranged at Chaplin & Horne's office in Gresham-street, and then conveyed by them to the various stations. Chaplin & Horne are, as before stated, the regularly appointed agents of the London and North Western Railway, indeed they are supposed to be the carriers.

The goods are, in fact, delivered to the railway company's agent in the city.

On applying, however, to the proper officer of the City of London Court, a summons against the country customer was refused, on the ground that the contract with the customer was to deliver the goods to be sent by the London and North Western Railway, and whose goods depot was at

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Camden Town, and that the latter was the proper district in which to take out the plaint!

On application being made to the county court of *that* district, they also declined issuing a plaint, on the ground that the delivery was in the City!!

Is there not such a delivery of goods in the City as to entitle the seller to sue the buyer in the City County Court? Or who is he to sue? A SUBSCRIBER.

ECONOMY IN THE COUNTY COURTS.

Sir,—A curious bit of Government economy has just been commenced in the London county courts. These establishments have hitherto been supplied by local tradesmen with miscellaneous articles such as firewood, brushes, mats, &c. These are now to be supplied by contract through the Board of Works, and during the last few days some supplies for the winter have been delivered. My informant, a court keeper, says he has had his supplies of firewood, consisting of the ordinary bundles of pine, so well known to every London housekeeper, from a local tradesman, and the price paid has been four shillings per hundred bundles. He has just received his first supply under the new regime, and the price—the contract price to supply all the offices—is three shillings per hundred, or a clear saving of 25 per cent. This is what the Government accounts will show, but the facts show something widely different. The new supply consists of diminutive bundles of *brushwood* such as may be seen sputtering on the "iron dog" and darting its fiery particles about the kitchens of remote villages. This brushwood, my informant says, is not worth one-third, bundle for bundle, as much as the wood he has been using. According to this, the "saving" actually stands as follows:—Three hundred bundles, or nine shillings' worth of the new supply are not equal to one hundred, or four shillings' worth of the old, and this is altogether apart from the relative cleanliness and safety of the two kinds of fuel. It appears that the best London pinewood may be had by contract in large quantities at three shillings per hundred bundles, so that the result is the new supply, which consists of stuff no Londoner will buy at any price, costs as much as the best firewood in the market.

That the "Board of Works and Public Buildings" should manage what may be called the housekeeping department of the county courts seems appropriate enough, but if anything like the results I have indicated should become general under the new management, the County Courts (Building) Act, 1870, had better never have been passed. The Treasury, unfit as they might naturally be thought for the control of public buildings, could hardly have made a worse blunder in a small way (if blunder it be) than this contract for firewood. COUNTY COURT.

SOLICITORS AND PROCTORS.

Sir,—Will you or some correspondent state if there are now any, and what, matters which only proctors in other than the provincial courts of the two Archbishops, and the Diocesan Court of the Bishop of London, can now act in, to the exclusion of attorneys and solicitors?

By the last section of the recent Attorneys and Solicitors Remuneration Act it is enacted "that from and after the passing of the Act it shall be lawful for any attorney or solicitor to perform all such acts as appertain solely to the office of a proctor in any ecclesiastical court, other than [the provincial and diocesan courts mentioned above], without incurring any forfeiture or penalty, and to make the same charges which a proctor would be entitled to make, and to recover the same, any enactment or enactments to the contrary notwithstanding."

What are the provincial courts of the Archbishops of Canterbury and York, and where are they situated? The Diocesan Court of the Bishop of London is, I apprehend, as its name implies, situate in London.

In the city where I reside there are some four or five of the solicitors, out of a total of some 150 of us, who are "proctors"—that is, as I understand it, hitherto alone authorised to practice before the bishop's chancellor here, in cases of "brawls" in churches, grants of faculties, &c. But, if I understand the section of the Act in question, their "occupation" is now "gone," and any solicitor can now practice before the Bishop's Court in ecclesiastical matters, so that in fact the old "solicitor and proctor" specially, as such, is now extinct. Is it so? A SOLICITOR.

Sept. 29.

THE "COURT OF REFERENCE" SCHEME.

The following letters having been addressed to us: we print them, in order to avoid the risk of any injustice, *verbatim et literatim*:—

To the Editor of the Solicitors Journal.

Court of Reference.

In noticing this in your Journal you set out that it is proposed to have a Barrister for Equity and another for Common Law and in other respects allude to the prospectus you then go on to say that the present system of Arbitration is very faulty that no one has spoken of the defects more than you have done and that there is need for a Court with a Judge to dispose of cases referred to him but to let us have the Court of her Majesty and the Judge a Public Officer and as to your other comments thereon it is a matter of opinion Now you admit that there is a clear need of such a Court and for years past you have pointed out the crying evils attached to the present system of Arbitration but object to an effort being made to eradicate that evil by private interprize notwithstanding that all former years of pointing out has become unavailing

I intend to Establish such a Court with such appliances as I have, not in the way you have alluded to but simply by myself and by the aid of the profession and the public

You say you believe we soon shall have such a Court

When the Law Lords do give us a public Court which I with many others do not expect until most if not all those at present in the profession are snuffed out by time so much the better if we do I shall be only too happy then to hand over the existing Court if any to the Government and avail ourselves of the New Court but if we are to wait for a Court of Reference by influx of time the same as we are likely to do for the New Law Courts it were better to be up and stirring at once at any rate no harm can come of it to any one and let us hope that much good may arise therefrom. J. T. N. BURNAND.

27, Norfolk-street, Strand, Sept. 22.

Sir,—As the manner you have alluded to "Burnands Law Monetary and Adjustment Association "Limited" is calculated to convey an unfavourable impression I hope you will not refuse to insert this, and as to your remark about Mr. Burnand and 7 others taking up the 8 Shares I say it was all that was necessary to restrict the Capitalists Liability, to do more would have been as waste of money and superfluous Capitalists were willing to come in but having Incorporated the Association in my name I was fearful lest anything unforeseen should happen to it, and declined to bring it out (*in my name*) the Capitalists abjected to join if I withdraw it I thereupon prefered to loose the money I had expended than allow its coming out altho all urged the goodness of the enterprise it being principally for negociating monies and Securities and your comments thereon shows that I adopeded a wise course. "that is why you have never heard any more of the Association." J. T. N. BURNAND,

Sept. 28, 1870. 27, Norfolk-street, Strand.

APPOINTMENTS.

Mr. HENRY TYRWHITT JONES MACNAMARA, barrister-at-law, of the Oxford Circuit, and Recorder of Reading, has been appointed a police magistrate of the metropolitan district. The new magistrate is the second son of Frederick Hayes Macnamara, Esq., of H.M.'s 52nd Regiment, and was born in the year 1820. Mr. Macnamara was educated at the Lichfield Grammar School, and was called to the bar at Lincoln's-inn in November, 1849. He joined the Oxford Circuit, practising as a special pleader, and was appointed Recorder of Reading in 1864. He married in April, 1850, Eliza, daughter of the late Walter Morgan, Esq., of Merthyr Tydvil, by which lady he has a family of two sons and three daughters.

Mr. WILLIAM CURTEIS, solicitor, of Plymouth, has been elected Clerk to the Stonehouse Waterworks Commissioners, vice Mr. J. P. Mann, resigned. Mr. Curteis was certificated in 1858, and is a member of the Plymouth firm of Curteis & Dame.

Mr. EDWARD ARNOLD, solicitor, and Town Clerk of Chichester, has been appointed Clerk to the Board of Guardians of the Chichester Incorporation, in succession to

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his late partner, Mr. James Powell, deceased. Mr. Arnold, who was admitted in 1862, now fills all the offices in which he officiated for some years during the long illness of Mr. Powell—namely, Town Clerk, City Coroner, Clerk to the Magistrates, and Clerk to the Board of Guardians of Chichester.

Mr. CHARLES ALEXANDER ADAMSON, of North Shields, Northumberland, has been appointed a Commissioner to administer oaths in chancery.

OBITUARY.

MR. G. PARKER, JUN.

Mr. George Parker, jun., barrister-at-law, died on the 18th of September, at the residence of his father, Mr. George Parker, of Bank House, Macclesfield. Mr. Parker, who was in his twenty-fifth year, was educated at St. Alban Hall, Oxford, and was called to the bar at Lincoln's Inn in June, 1867.

MR. H. DUCKWORTH.

Mr. Herbert Duckworth, barrister-at-law, died on the 19th September, at New Milford, South Wales, in the thirty-seventh year of his age. Mr. Duckworth was the youngest son of William Duckworth, Esq, of Orchard Leigh Park, near Frome, Somersetshire, by his first wife, Hester Emily, daughter of Robert Philips, Esq., of The Park, Prestwich. Mr. Duckworth was called to the bar at Lincoln's Inn in November, 1859, and for some years went the Northern Circuit, attending also the Liverpool Sessions and Passage Court.

MR. W. J. BACON.

Mr. Walter John Bacon, barrister-at-law, died on the 26th of September, at Malvern Wells, in the thirty-third year of his age. He was the youngest son of Vice-Chancellor Bacon, by his late wife, Laura Frances, daughter of the late William Cook, Esq., of Clay Hill, Enfield. Mr. Walter Bacon was educated at Merton College, Oxford, where he graduated B.A. in 1859. He was called to the bar at Lincoln's Inn in April, 1861, and was a member of the Northern Circuit, practising also at the Liverpool Passage Court, and at the borough sessions.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 30, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 91⅞	Annuities, April, '85
Ditto for Account, Nov. 91⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced 90⅜	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90⅜	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

RAILWAY STOCK.

Shres	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	74½
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	37
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	131½
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	69½
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	40
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	127½
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	44½
Stock	Metropolitan	100	65
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	32½
Stock	North London	100	115
Stock	North Staffordshire	100	59
Stock	South Devon	100	47
Stock	South-Eastern	100	73
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

As the prospects of speedy peace diminished, the funds became flat again, and the definitive extinction of these hopes augmented their dulness, and occasioned a decline in price. The foreign market has been weak, more so, indeed, than can be legitimately accounted for by the position of continental affairs, or otherwise than by the supposition that speculation has again been rife in this quarter. The English railway market exhibits considerable disposition to creep above the general dulness, an attitude attributable probably to favourable traffic returns and prospects. Contrary to the expectations entertained last week, this week has witnessed the reduction of the Bank discount rate to 2½ per cent. Considering the vast amount of unemployed money, and the cautiousness with which mercantile engagements have been restricted, even a further reduction is regarded as a possibility. The limit of 2 per cent. has been reached twice only since the Bank Charter Act was passed in 1844—viz., in 1852—3 and in 1862.

Mr. Douglas Straight, barrister-at-law, has been elected M.P. for Shrewsbury, in the Conservative interest, in the room of Mr. W. J. Clement, deceased. Mr. Straight is a son of the late Robert Marshall Straight, barrister-at-law, of the Middle Temple, and was born in 1844. He was educated at Harrow, and was called to the bar at the Middle Temple in November, 1865. He is a member of the Home Circuit, practising principally in criminal matters. Mr. Straight married, in April 1867, Jane Elers, daughter of William Bridgman, Esq., D.C.L.

At a meeting of the Irish Privy Council, held on the 17th September, the Right Hon. E. Sullivan, Master of the Rolls, was sworn in as one of the Lords Justices for Ireland.

The Government of India is said to have sanctioned the employment of a solicitor in the Wahabee trials, on an allowance of 150 rupees (£15) per diem, exclusive of other expenses. Mr. Chisholm Anstey, of the Bombay bar, is now at Calcutta, engaged as counsel for the prisoners, who are confined for high treason.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROUGH—On Sept. 28, at 8, Park-terrace, Highbury, the wife of Jas. Cornelius Brough, barrister-at-law, of a son.

MARGERISON—On Sept. 1, at West View, Ilkley, the wife of Wm. Margerison, solicitor, of a son.

MEADOWS—On Sept. 28, at Allerton House, Green-lanes, Hornsey, the wife of John Osmond Meadows, solicitor, of a daughter.

TATTAM—On Sept. 29, at No. 11, Oxford-gardens, Kensington-park, W., the wife of W. H. Tattam, Esq., of a daughter, stillborn.

WHITEHOUSE—On Sept. 10, at Graiseley, near Wolverhampton, the wife of Thomas Mott Whitehouse, Esq., attorney-at-law, of a son.

MARRIAGES.

CAMPBELL—HOOPER—On Sept. 8, at St. George's, Hanover-square, Bruce Campbell, Esq., of the Inner Temple, barrister-at-law, to Caroline, widow of the late W. Stanley Hooper, Esq., Madras C.S.

WILKIN—MOSS—On Sept. 1, at the Parish Church, Leeds, Charles Atkinson Wilkin, solicitor, of Wakefield, to Harriet Jane, only daughter of Mr. William Moss, of Little Woodhouse, Leeds.

DEATHS.

HUBBARD—On Sept. 25, at Upper Clapton, Joseph John Hubbard, solicitor, of Upper Clapton, Middlesex, and 24, Bucklersbury, E.C., aged 69.

MATTHEWS—On Sept. 21, at 94, Wimpole-st., James Bogle Denton Graham Matthews, of Cross Deep Lodge, Twickenham, and of No. 29, Essex-street, Strand.

MUSHETT—On Sept. 21, at Plymouth, Mr. Wm. Mushett, barrister-at-law, aged 70.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

UNLIMITED IN CHANCERY.

FRIDAY, Sept. 23, 1870.

Durham County Permanent Benefit Building Society.—Petition for winding up, presented Sept 20, directed to be heard before Vice-Chancellor Bacon at the Barrington Arms, Shrivenham, Wilts, on Thursday, Oct. 6. Lewis & Co, Old Jewry, for Oliver & Botterell, Sunderland, solicitors for the petitioners.

LIMITED IN CHANCERY.

Lisburne Consols Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated Sept. 2, appointed John Henry Tilly, of 1, Circus-place, Finsbury circus, to be official liquidator.

London, Belgium, Brazil, and River Plate Royal Mail Steam Ship Company (Limited).—Vice-Chancellor Bacon has, by an order dated Sept. 15, ordered that the above company be wound up. Bannister & Robinson, Martin's-lane, Cannon-street, solicitors for the petitioners.

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Santa Clara Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated Sept. 2, appointed John Henry Tilly, of 1, Circus-place, Finsbury-circus, to be official liquidator.

Vale of Rheidol Silver Lead Mining Company (Limited).—Vice-Chancellor Bacon has, by an order dated Sept. 2, appointed John Henry Tilly, of 1, Circus-place, Finsbury-circus, to be official liquidator.

TUESDAY, Sept. 27, 1870.

UNLIMITED IN CHANCERY.

Durham County Permanent Benefit Building Society.—Petition for winding up, presented Sept. 20, directed to be heard before Lord Justice James, at Hound-house, Shere, near Gomshall, Surrey, on Thursday, Oct. 6, at 12.30. Lewis & Co, Old Jewry, for Oliver & Botterell, Sunderland, Durham, solicitors for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept. 20, 1870.

Andrew, Jonah, Moseley, Worcester. Gent. Nov 15. Hawkes, Birm.

Apps, Richard, Chichester, Umbrella Maker. Oct 15. Sowton, Chichester.

Berry, Daniel, Ipswich, Suffolk, Hide Collector. Oct 6. Westhorp, Ipswich.

Bogle, Sir Archibald, Westbourne-ter, Hyde-park, Major-General. Nov 1. Murray & Hutchins, Birchin-lane.

Davis, David, Kensington-gardens-sq, Esq. Oct 22. Murray & Hutchins, Birchin-lane.

Essex, Benj, Birm, Stationer. Oct 3. Cottrell, Birm.

Etty, Hy, jun, Scravingham, York, Farmer. Nov 1. Wood, York.

Hatchard, Right Rev Thos Goodwin, Bishop of Mauritius. Oct 31. Webb & Co, Argyle-st, Regent-st.

Karkeek, Jane, Truro, Cornwall, Widow. Nov 1. Hodge & Co, Truro.

Lewis, Wm, Brunswick-villas, St John's-wood, Esq. Nov 7. Wilkins, King's-arm-yard.

Megginson, John Ingleby, Scarborough, York, Gent. Nov 1. Wood, York.

Powell, Jas, Elm Lodge, Hampstead. Gent. Dec 1. Sharman, Wellingborough.

Shaw, Robert, Leeds, Engineer. Nov 10. Middleton & Son, Leeds.

Stevenson, Rev John, Ventnor, Isle of Wight. Oct 22. Murray & Hutchins, Birchin-lane.

Wharton, Eliz, Kingston-upon-Hull, Widow. Nov 3. Lee & Thorney, Kingston-upon-Hull.

FRIDAY, Sept. 23, 1870.

Alexander, John, Newbury, Berks, Esq. Nov 9. Cowper, Newbury.

Berriman, Thos, Scalby Low Mill, York, Innkeeper. Oct 31. Simpson, Malton.

Cheetham, Eliz, Heaton Norris, Lancaster, Spinster. Oct 28. Smith, Stockport.

Cheetham, Eleanor, Stockport, Chester, Mill Owner. Oct 28. Smith, Stockport.

Cheetham, Mary Ann, Stockport, Chester, Spinster. Oct 28. Smith, Stockport.

Cheetham, Samuel Howard, Stockport, Chester, Surgeon. Oct 28. Smith, Stockport.

Davis, David, Kensington-gardens-sq, Esq. Oct 22. Murray & Hutchins, Birchin-lane.

Hathaway, or Evenias, Geo, Abingdon-villas, West Kensington, Clerk. Oct 20. Tahourdin, Victoria-st, Westminster.

Forster, Fras, Mitcham, Surrey, Innkeeper. Oct 23. Robinson & Co, Charterhouse-sq.

Higginbotham, Josiah, Douglas, Isle of Man, Gent. Oct 21. Smith, Stockport.

Hodkinson, Ann, Strangeways, Widow. Oct 13. Moore, Manch.

Hulse, Geo, Seacombe, Chester, Turtle Merchant. Oct 24. Teebay & Lynch, Lpool.

Jones, Wm, Peckham Rye, Merchant. Dec 31. Clutton & Haines, Serjeants'-inn, Fleet-st.

Matthison, Richard, Birm, Bookseller. Oct 12. James & Oerton, Birm.

Robson, Mary, Otterburn, Northumberland, Widow. Dec 1. Joel, Newcastle-upon-Tyne.

Smith, John, Great Waltham, Essex, Grocer. Oct 3. Meggy, Chelmsford.

Sykes, John, Straithwaite, York, Farmer. Oct 31. Sykes, Huddersfield.

Taylor, John, Oxford, Brewer. Oct 11. Taylor, Lincoln's-inn-fields.

Thomas, Geo, Old Kent-rd, Grocer. Nov 2. Bridger & Collins, King William-st, London-bridge.

Thomas, Mary Mortimer, Exeter, Widow. Nov 12. Cleave & Sparkes, Crediton.

TUESDAY, Sept. 27, 1870.

Ankers, Edmund Alfred, Stratford, Essex, Master Mariner. Nov 15. Baddeley, Cable st.

Bartleet, Edwin, Redditch, Worcester, Commercial Clerk. Oct 31. Richards, Redditch.

Bromage, Joseph, Jeweller. Dec 1. Reece, Bedford-row.

Brooker, Thos, Croydon, Surrey, Gent. Nov 1. Morrison, Reigate.

Chambers, Hy, Brighton, Sussex, Captain. Nov 10. Kempson & Co, Abingdon-st, Westminster.

Crothall, Chas, Ashford, Kent, Gent. Nov 12. Sankey & Co, Canterbury.

Edwards, Harriott, Northiam, Sussex, Spinster. Nov 1. Grazebrook & Co, Chertsey.

Ellison, Richard, Lpool, Gent. Nov 1. Toulmin & Co, Lpool.

Genge, Geo Pitman, Finsbury-pl North, Gent. Oct 31. Drake & Son, Cloak-lane, Cannon st.

Halse, Maria, Sumner-pl, Onslow-sq, Brompton, Spinster. Nov 30. Barnes & Bernard, Gt Winchester-st.

Harris, Richard, Wing, Buckingham, Miller. Nov 1. Tindal & Baynes, Aylesbury.

Harrison, Geo Waterer, Coulston, Surrey, Gent. Nov 1. Morrison, Reigate.

Hosken, Rev Thos Butterfill, Llandefailog Rectory, Brecon. Oct 15. Price, Brecon.

Humphreys, Jeremiah, Great Marlow, Buckingham, Grocer. Nov 1 Clarke, High Wycombe.

Jones, John, New Town, Montgomery, Attorney-at-law. Oct 31. Williams, New Town.

Keating, Thos, St Paul's-churchyard, Wholesale Chemist. Oct 22. Harris, Moorgate-st.

Knowles, Eliza Rebecca, Newnham, Gloucester, Widow. Oct 20. Wintle & Maule, Newnham.

Macers, Edwin, Sutton, Surrey, Builder. Nov 7. Furrier & Son, Union-ct, Old Broad-st.

Parsons, Wm, Prestwood, Bucks, Bricklayer. Nov 1. Clarke, High Wycombe.

Shaw, John, Knowsley Park, Lancaster, Deer Keeper. Nov 10. Atkinson & Son, Lpool.

Bankrupts.

FRIDAY, Sept. 23, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Astwood, Edwin Gray, Grocers'-hall-ct, Cheapside, Draper. Pet Sept 20. Roche. Oct 6 at 1.

Jamieson, Wm, Austin Friars, Merchant. Pet Sept 15. Murray. Oct 6 at 11.

McCloud, John Wm, High-st, Hoxton Old Town, Licensed Victualler. Pet Sept 20. Roche. Oct 6 at 12.30.

Weeks, Hy, Grosvenor-rd, Junction-rd, Upper Holloway, Builder. Pet Sept 21. Roche. Oct 10 at 11.

To Surrender in the Country.

Ball, Fredk Edwd, & Fredk Edwd Ball, jun, Christchurch, Hants, Merchants. Pet Sept 20. Dickinson. Poole, Oct 4 at 1.

Brothers, Hy, Barningham, Suffolk, Cattle Dealer. Pet Sept 21. Palmer. Norwich, Oct 6 at 11.

Griffiths, Geo, Kimbolton, Hereford, Sheep Dealer. Pet Sept 20. Robinson. Leominster, Oct 6 at 11.

Hobden, Richd, Dane-hill, Sussex, Farmer. Pet Sept 19. Blaker. Lewes, Oct 6 at 11.

King, Jas, Gt Yarmouth, Norfolk, Fish Merchant. Pet Sept 21. Chamberlin. Gt Yarmouth, Oct 7 at 12.

Lelliott, Wm, Steyning, Sussex, Carrier. Pet Sept 20. Evershed. Brighton, Oct 11 at 11 30.

March, Chas, Weston-super-Mare, Somerset, out of business. Pet Sept 20. Lovibond. Bridgwater, Oct 5 at 11.

Morris, Thomas, Teignmouth, Devon, Wine Merchant. Pet Sept 20. Daw. Exeter, Oct 5 at 2.

Shearman, Wm, Bootle, Lancashire, Liverpool Steam Laundry Company. Pet Sept 21. Watson. Lpool, Oct 7 at 2.

Sleigh, Alexander, Lpool, Cotton Broker. Pet Sept 20. Watson. Lpool, Oct 5 at 2.

Thomson, Edmund, Manch, Comm Agent. Pet Sept 20. Kay. Manch, Oct 6 at 10.

Till, Geo, Nottingham, Joiner. Pet Sept 20. Patchitt. Nottingham, Oct 7 at 12.

Walker, Joseph, West Cornforth, Durham, Grocer. Pet Sept 20. Greenwood. Durham, Oct 5 at 11.

TUESDAY, Sept. 27, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Brownrigg, Hy, Lime-st, Merchant. Pet Sept 22. Roche. Oct 10 at 11.30.

Gibbs, Edwin Mackie, White's-row, Whitechapel-road, Manufacturing Chemist. Pet Sept 22. Roche. Oct 10 at 12.30.

Holding, John, & Alfd Dickens, St. Mary's-rd, Hornsey, Builders. Pet Sept 22. Roche. Oct 10 at 12.

To Surrender in the Country.

Airey, Richd, Bowness, Westmoreland, Watchmaker. Pet Sept 23. Wilson. Kendal, Oct 18 at 10.

Jones, Geo, Newport, Monmouth, Builder. Pet Sept 22. Roberts. Newport, Oct 10 at 1.

Morris, John, Portmadoc, Carnarvon, Butcher. Pet Sept 22. Jones. Bangor, Oct 11 at 11.

Newbon, Chas, Northampton, Currier. Pet Sept 22. Dennis. Northampton, Oct 8 at 10.

Thompson, Wm Walton, Lpool, Broker. Pet Sept 22. Hime. Lpool, Oct 10 at 2.

Walker, John Chew, Crossley-in-Mirfield, York, Woollen Manufacturer. Pet Sept 26. Nelson. Dewsbury, Oct 20 at 3.

Wild, Jas, & John Cocker Wild, Oldham, Lancashire, Cotton Waste Dealers. Pet Sept 24. Tweedale. Oldham, Oct 10 at 11.

GRESHAM LIFE ASSURANCE SOCIETY

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 8, 1870.

WE ADVERTED IN A FORMER NUMBER (*ante* p. 831), to the fact that by the passing of the Naturalization Oaths Act, 1870, all reasons for delay in issuing the rules, subject to which certificates of naturalization are to be granted, were removed. The rules, or "Instructions," as they are termed, are now issued, and we print them in another column. They differ very materially from the "Regulations" issued in 1847 for obtaining certificates of naturalization under the 7 & 8 Vict. c. 66. The most important divergences are (1.) that the old Regulations required, in accordance with the 7 & 8 Vict. c. 66, the applicant to state in his memorial "on what grounds he seeks to obtain the right and capacities of a natural-born English subject," which is not now necessary; (2.) that neither of the four householders who now, as heretofore, are required to vouch for the respectability and loyalty of the applicant for naturalization, can now be his solicitor or agent; (3.) that the applicant is now required to have resided for five years within the United Kingdom *out of a period of eight years preceding the application*, whereas under the old system no previous residence was a necessary requisite; and (4) the oath of allegiance which the grantee must take was formerly required to be taken within sixty days from the date of the certificate, before a common law judge or a master in chancery, and a certificate of such taking had to be enrolled in the Court of Chancery, but now the oath may be taken at any time after the grant before a justice of the peace or commissioner to administer oaths in chancery, and after the oath is so taken and subscribed by the grantee, the oath and the certificate have to be registered at the Home Office, and this completes the formalities requisite upon a grant.

The fees payable on naturalization are £1 for the grant of the certificate and the necessary documents other than the memorial which must be drawn up by the applicant or his solicitor, and half-a-crown for the administration of the oath. A certificate of naturalization is thus placed pecuniarily within the reach of every alien to whom it would be desirable to grant one.

IN PREVIOUS YEARS WE HAVE generally found interesting matter for comment in the proceedings of the Jurisprudence and Law Amendment Department of the Social Science Association at their annual Congress. This year we have waited to the end of the late meeting and at last have been forced to conclude that the association has not produced anything calling for notice. Lord Neaves, as a Scotch judge, delivered a lengthy address, rather entertaining, though not, that we can see, particularly instructive. He regrets much the Scotch aversion to jury trial, believing, not only that it is the best mode of determining certain classes of facts falling within the comprehension of ordinary men, but that it has an excellent educational effect as to habits of accuracy, care, and impartiality on the classes who take part in it. But he thinks it was a mistake to require unanimity in Scotland, because the Scotch mind is so opinionative, and he rejoices that the rule was afterwards relaxed. He notices another objection to jury trial with which his countrymen have been credited—viz., on account of its finality,—because Scotchmen like "to take their case to review through a succession of tribunals, and they are not satisfied with any more peremptory process." If the Scotch like to have a ladder of many rounds open to them in their litigation—the thing which in our own schemes for amending our judicial system, we have aimed at cutting as short as possible—it must be that they are naturally litigious.

The most noteworthy papers read at the Congress were by Mr. Westlake and others, on the duties of neutrals as to contraband. Their general sense appeared to be an assent to the principle of international law as now understood, that neutrals are not to be expected to interfere with the trade of their own subjects, beyond warning them that any dabbling in contraband will be at their own risk. Dr. Waddilove said that, from the frequency of wars, belligerents had engrossed an undue amount of consideration on the part of neutral powers. Mr. S. S. Dickinson, M.P., thought the existing rule should be reconsidered. He appeared to disapprove of the policy of denouncing a traffic by proclamation, and yet allowing it to be legal. He thought there should be some direct inhibition as to the more unmistakeable commodities, such as arms. Captain Noble, of the Elswick Ordnance Works, said this would be an impossibility; either the exportation of arms must be entirely stopped in war time, or they must be allowed to go free.

On the whole, it will not do the Social Science people any harm to find once in a way that the public has not considered them worth listening to. Their object is good enough, but they are rather too fond of hearing themselves talk, and not particular enough about what they have to say. At their ordinary meetings, for instance, we sometimes find papers of a completely worthless description admitted.

WE TAKE THE FOLLOWING FROM the *Bookseller* of the current month :—

"The Law of Bankruptcy.—Having recently received a notification to the effect that a first dividend of 7d. in the pound was payable on the estate of Mr. ———, and that the accounts of the trustee were open to inspection, we availed ourselves of the opportunity to inquire whether the legal charges for winding up the estate bore anything like a due proportion to the extent of the dividend; in reply to the inquiry the trustee politely handed us the bill of costs, which we print in other pages. The firm of solicitors is doubtless one of respectability, and the charges are, we believe, such as they were legally authorised to make. No blame can therefore be attached to them for availing themselves of making their full charges—most other solicitors would do the same. But—and here we think all persons will agree with us—we most unreservedly condemn the law which allows such a state of things to exist. When a trader finds himself insolvent it becomes his duty to submit himself to the direction of his creditors, who should at once have a machinery at hand which will enable them to realise the estate in the most beneficial manner, and to divide the largest possible amount. It is scandalous that the assets should be eaten up in charges which might either be avoided altogether, or which under a different state of things would not cost one-tenth of the present amount. Our intention was to select and analyse some of the items, but this would perhaps weaken the case, which we think will arouse the indignant feelings of all."

This is a temperately written paragraph, and perhaps our contemporary will credit us when we say that no one would rejoice more than ourselves at the invention of a machinery for realising the estates of insolvents in a more beneficial manner than at present. The Legislature has recently abolished, as having been well tried and found

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wanting, the system of winding up by means of official assignees; and under the new law the process of winding up is left to be conducted more by the creditors themselves. If the *Bookseller* or anyone else will suggest some "machinery" by which the costs of winding up and realisation may be reduced to a *bonâ fide* minimum, it shall have our hearty support. But we are afraid that our contemporary thinks more possible than really is so, and what makes us think so is his speaking of the "legal charges for winding up the estate" bearing "a due proportion to the extent of the dividend." There is a misconception here. The creditors may permit or refuse to permit the trustee to employ a solicitor, and when a solicitor is employed, the extent to which his services shall be made use of in the work of realisation is in the option of the trustee. In the case alluded to by the *Bookseller*, we find the trustee employing the firm of solicitors whom the debtor had employed to pilot his affairs in the bankruptcy, to write letters to creditors and debtors, get in debts, and pay small amounts, &c., &c. The trustee might if he had chosen have done all this himself. We do not mean to say whether or not it is a trustee's duty to take on himself labour and expenditure of time for which he will be paid nothing; but it is certain that if he employs a solicitor to do the work for him, the latter has, as any other workman has, the right to be paid for time and trouble. But it is a mistake to assume that such "legal charges" *can*, in the nature of the case, be in any manner "proportionate to the extent of the dividend." The solicitor is to be paid for the amount of the work which he has done, the number of letters he has had to write, &c., &c., and that amount of work done has nothing to do with the proportion which the debtor may pay in the pound. If someone owes twenty-five shillings to the estate, and the trustee wishes the solicitor to get it in, the trouble may be neither less nor more than if the sum was £25, but the solicitor can claim to be paid for the amount of trouble he has taken, and is entitled to nothing more. Of course it is annoying to creditors in the last degree to receive only a few pence in the pound; and angry men can hardly be expected to be just. All the same it *is* exceedingly unjust to reproach the lawyer for charging for his work done, work which may cost him just as much pains as if the dividend were 17*s.* instead of 7d. Where improper charges are made, the public are not readier than the profession with the wish for a prompt exposure.

WE ARE VERY GLAD TO FIND that Mr. H. T. J. Macnamara, of the Oxford Circuit, has reconsidered his acceptance of the vacant police magistracy, and withdrawn from the appointment.

BILLS OF LADING.

There are few documents whose use is so frequent and form so seldom varied as bills of lading. These instruments are signed by the master of the vessel in which the goods mentioned in them are shipped, and they are used not only as receipts for goods shipped, but are also most extensively employed as securities for the purpose of raising money. The nature and operation of these documents is very peculiar. They contain in terms only a receipt for the goods mentioned in them and a contract to carry such goods from one to another specified port, certain risks being excepted. Long before there was any statutory regulation on the subject, bills of lading were constantly assigned from hand to hand as if they had been negotiable instruments. In law they were not originally negotiable, and the assignment of them did not give the assignee any right to sue in his own name upon the contract contained in them. When, however, there was a sale of goods specified in a bill of lading, the contract of sale passed the property in the goods to the vendee according to the common law rule, and the vendee acquired all rights depending solely on property, for instance, the right to bring trover if the holder of the goods wrongfully refused to give them up. As the bill of lading is a receipt for the goods shipped as well as a contract to carry them, the vendor of the goods always assigned the bill of lading to the vendee at the time of the sale. The assignment is made by indorsing the bill in the name of the vendor, and the bill of lading so indorsed became equivalent to an order to the master of the vessel in which the goods were shipped, to deliver the goods to the assignee. If such delivery was wrongfully refused the assignee might maintain trover for the goods which belonged to him under the contract of sale, but he could not formerly sue in his own name, *upon the contract* in the bill of lading, that contract being a mere *chose in action*, and, therefore, not assignable at common law.

This application of the old rule that a *chose in action* is not assignable was often found very inconvenient, and a statute (18 & 19 Vict. c. 111), was passed called the Bills of Lading Act, which renders bills of lading negotiable instruments, that is, the assignee of a bill of lading can now under this statute sue in his own name upon the contract of carriage contained in the bill of lading. This increased facility for the transfer of bills of lading has also increased the use of them as securities for money. In addition to the use of bills of lading as receipts, and now as negotiable instruments, they have also a peculiar operation in consequence of their being treated as symbols of property. The transfer of the property in, and the possession of a bill of lading is equivalent to a transfer of the property and possession of the goods represented by the bill of lading. The sale of the goods would transfer the property from the vendor to the vendee, but if in addition the bill of lading is transferred, the vendee obtains the same rights as if the possession as well as the property had been given to him. This is well illustrated by the law that the sale of goods does not determine an unpaid vendor's right of stoppage in *transitu*, but the transfer of the bill of lading for the goods puts an end to that right altogether (*Lickbarrow* v. *Mason*, 5 T. R. 683). This effect of a bill of lading was recognised long ago, and is not affected by the Bills of Lading Act.

The effect of the assignment of bills of lading under somewhat peculiar circumstances was much considered in *Meyerstein* v. *Barber* (18 W. R. H. L. 1041). The facts of the case were rather complicated, but so far as they raised the points of law in question they were as follows: Goods were consigned from Madras to London, for which bills of lading in three parts, in the ordinary form, were given by the master of the vessel in the usual way. The goods were landed at a wharf in London, but were under a stop for freight under the Merchant Shipping Act, 1862. The effect of such a stop is that the consignee, or the holder of the bill of lading for the goods, cannot obtain them until the freight is paid. There had been some prior dealings with the bills of lading as securities; but finally, on the 4th of March, 1865, while the goods were under the stop for freight at the wharf, the consignee of the goods (one Abrahams) duly obtained possession of the bills of lading from a bank where they had been deposited, and paid off the money for which they had been a security. Abrahams then held the three parts of the bill of lading, and was absolutely entitled to the goods at the wharf, subject only to the liability to pay the freight. Abrahams then obtained from the plaintiffs a sum of money on the security of these goods, and duly indorsed and transferred to the plaintiffs two parts of the bill of lading. The plaintiffs believed that the third part was held by the master of the vessel in respect of the unpaid freight. On the 6th of March Abrahams obtained an advance on the same goods from the defendants on the security of the bill of lading, and indorsed and transferred to the defendants the third part of the bill of lading, which had remained in his possession. The defendants had no knowledge that the other two parts had been already transferred by Abrahams, nor

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did they know that the goods had arrived. Subsequently, and as soon as they knew that the goods had arrived, the defendants lodged their part of the bill of lading at the wharf, and the freight having been paid, had the goods transferred to their names, and obtained delivery warrants and sold the goods. The question was substantially to whom did these goods belong, to the plaintiffs or to the defendants? One of two innocent parties must suffer by the fraud.

The plaintiffs contended that they got the bill of lading, and thereby obtained both the property in the goods and also that which was equivalent to the possession of the goods. The defendants argued that, as they obtained a part of a bill of lading in perfect good faith, and as they had completed their right by having the goods transferred to their names, that they ought to be preferred to the plaintiffs, even admitting that the transfer of the bill of lading had, under the circumstances, the usual effect. They further contended that, as the goods had been landed before the 4th of March, and as on that day Abrahams had all the parts of the bill of lading in his hands, and was entitled to the goods on payment of freight, that the bill of lading had completed its object, and its operation as a symbol of property was determined. In short, that on the 4th of March there was no bill of lading, in the strict sense of the term, in existence. The House of Lords, affirming the unanimous judgments of the Court of Common Pleas and of the Exchequer Chamber, decided against the defendants on both points. The Lord Chancellor says "the proposition of law is clear that an indorsement of the bill of lading carries with it the property in the goods, when the goods are at sea;" and again, further on, he says, "the holder of the first assignment for value," although he does not get all the parts of the bill, "obtains a priority over those who obtain possession of the other bills." This result follows necessarily from the fact that there is only one bill of lading, although it is drawn in several parts. Where the *bonâ fide* assignment of one part is made, that part is the bill of lading, and the other two are but duplicates. This being the general law, the only question was, in the words of the Lord Chancellor, "whether or not the bills of lading had fully performed their office, and were discharged and spent at the time that the plaintiffs took their security." All the learned lords held that a bill of lading was not discharged until, in the words of Willes, J., in the court below, "a complete delivery of possession of the goods has been made to some person having a right to claim them under it." As there had been no such dealing in this case, the bill of lading was not discharged when the plaintiffs took it. Lord Westbury also says, "It is unquestionable that the handing over the bills of lading for any advance, under ordinary circumstances, as completely vests the property in the pledgee as if the goods had been put into his own warehouse. There can be no doubt, therefore, that the first person who for value gets the transfer of a bill of lading, though it be only one of the three bills, acquires the property, and all subsequent dealings with the other two bills must in law be subordinate to that first one, for this reason—because the property is in the person who first gets a transfer of the bill of lading."

The two points decided in this case have generally, we believe, been recognised as settled law, before the decision in *Meyerstein* v. *Barber*. No reported case had, however, directly so decided. These points are now conclusively settled by the decision of the Ultimate Court of Appeal, and the decision is quite in accordance with the mercantile practice which has hitherto prevailed in dealing with bills of lading. It is to be observed that although the first *bonâ fide* assignee of one part of a bill of lading gets a complete title to the goods, yet he may lose all right to them if he is guilty of *laches*. If by his negligence he allows the other parts of the bill to get into the hands of innocent holders for value, he may be prevented from setting up his own title by the application of the rule of *estoppel in pais*. The judgments do not deal with this question in detail. They only decided that the plaintiffs had not been guilty of any *laches*. It must also be remembered that the decision in *Meyerstein* v. *Barber* deals only with the rights of property acquired by the assignee of a bill of lading. It does not touch the question of the right or duty of the master of a vessel to deliver the goods to the holder of any one part of the bill of lading, whether such holder has or has not the property in the goods. Lord Westbury, who notices the point says, "It might possibly happen that the shipowner, having no notice of the first dealing with the bill of lading, may on the second being presented by another party, be justified in delivering the goods to that party. But although that may be a discharge to the shipowner, it will in no respect affect the legal ownership of the goods, for the legal ownership of the goods must still remain in the first holder for value of the bill of lading, because he had the legal right to the property."

JUDICIAL STATISTICS, 1869.

PART I.

Besides the usual information contained in these returns, we have, for the first time, a statement showing the number and offences of persons convicted at assizes and sessions against whom previous convictions were proved, and who consequently became subject to police supervision under the Habitual Criminals Act, 1869. This part of the returns, however, conveys but little instruction, seeing that it comprises only the short period between the date of the passing of the Act—the 11th of August—and the end of the year, 1869.

The numbers of the police and constabulary force in England and Wales are but very slightly altered from those of the year ending 29th September, 1868. In 1869 the number of the police force was 25,897, consisting of 4 commissioners and assistant-commissioners, 4 district superintendents, 1 inspecting superintendent, 56 chief constables of counties, 144 head constables of boroughs, 513 superintendents, 872 inspectors, 2,623 sergeants, 20,946 constables, 309 additional constables, and 425 detective officers. The principal difference in the constitution of the force consists in the circumstance that in the Metropolitan Police Force 4 district superintendents and 1 inspecting superintendent, officers ranking after the assistant-commissioners, were appointed during the year, and that, amongst other items, there were 15 more sergeants and 206 more detectives, while the increase is partly compensated by a reduction of 174 in the number of constables. The total number gives one for every 844.4 of the estimated population, while in 1868 the proportion was one for every 838.1. When we remember that far less than half the number of the police are on duty at any one time, it appears that, on the most liberal calculation, there is one constable for the protection of about seventeen hundred of her Majesty's subjects, and it cannot be admitted that this one constable is in every case more than equal to his work, nor that the country can afford to reduce the numbers of the police force. Notwithstanding the reduction already pointed out, the pay of the force is increased by no less a sum than £34,259, and it may be presumed that greater efficiency is expected. This difference would be sufficiently accounted for by the payment of salaries to 206 extra detectives. In 1868 the cost of the police under the heading of salaries and pay was £1,573,463, and the total cost was £2,084,596; in 1869 the amounts were £1,607,723, and £2,116,884 respectively. Each man cost on the average £81 14s. 10d., being £1 0s. 11d. above the average cost of each man in the previous year. Out of the total amount (£2,116,884) of the cost of the police, the sum contributed by the public revenue was £448,068, the remainder being provided from local sources.

As regards the returns of the number of depredators, offenders, and suspected persons at large, so far as known

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to the police, it should be pointed out that hitherto the tables have included headings for "prostitutes" and "vagrants and tramps," but it having been considered that any returns as to the former class must necessarily be uncertain and imperfect, and that, as to the latter class, the term is vague and liable to be differently understood, these headings have been omitted in the returns for 1869, and any persons of either of these classes known to the police as offenders or suspected persons are included under their proper classification. In 1868 these classes alone added nearly 62,000 to the number of criminals at large and suspected persons, an addition which was not warranted by circumstances, independently of the want of accuracy now admitted. Making allowance for the deduction of these 62,000, the returns show that in 1868 the criminal classes and suspected persons at large were 56,584, while in 1869 they numbered only 54,249, a decrease of 2,335, or 4.1 per cent. In the metropolitan police district alone the decrease amounts to 1,436, or 24.8 per cent. It is satisfactory to know that the decrease in the metropolis is attributed in a great measure to the success of the police in obtaining the conviction of many notable offenders, and to their stricter vigilance in forcing others to remove. As in former years, the decrease per cent. in the number of known criminals at large is greater in the metropolitan district than in any other of the groups of places into which the country is divided for the purposes of this return.

In addition to the criminals at large, there were in local prisons (exclusive of debtors and naval and military prisoners), 19,596, in convict prisons 8,864, and in reformatories 4,318, making a grand total of 87,027 as the number of criminals in the country. This number is 641 less than in 1868.

The number of indictable offences committed in 1869 was 58,441, being a decrease from that of 1868 of 639 In respect of these offences 29,278 persons were apprehended, a smaller number than those apprehended in 1868 by 251. There is in 1869 a slight increase in the proportion the number of persons apprehended bears to the number of indictable offences committed, but the increase is merely fractional, the proportion being in 1869, 50.09, and in 1868, 49.9 per cent.

The persons apprehended when brought before the magistrates were disposed of as follows :—

Discharged for want of evidence ...	7,417
„ for want of prosecution ...	1,869
„ on bail for further appearance if required	122
Bailed to appear for trial	1,679
Committed for want of sureties ...	43
Committed for trial	18,148
	29,278

It appears from this that the number of persons apprehended is about 49·5 per cent. of the known number of indictable offences committed, and that out of the number apprehended 31·7 per cent. were discharged by the magistrates, and therefore that in respect of nearly five out of every six crimes known to have been committed no punishment is awarded.

The principal offences enumerated as having been committed in 1869 are—151 murders, 61 attempts to murder, 699 cases of shooting at, wounding, stabbing, &c., 236 cases of manslaughter, 3,444 of burglary, 1,768 of housebreaking, 716 of robbery with violence, and 40,432 larcenies. There were 22 more murders in 1869 than in the previous year, and 23 more cases of shooting at, wounding, &c., but in the cases of manslaughter there was a decrease of 9.

Under the head of summary proceedings before the magistrates, it appears that 517,875 persons were proceeded against, and that 372,707 were convicted, the remaining 145,168 being discharged. In order to arrive at the total number of convictions during the year, 14,870, the estimated proportion convicted of the 19,827 persons committed for indictable offences, must be added to the number of those summarily convicted, and by this means we obtain the number 387,577, as the convictions of the year, being 25,143 or 6.9 per cent. more than in the preceding year. The summary convictions alone were 25,249 more than in 1868. Again there appears to be an increase in the proportion that summary convictions bear to the numbers proceeded against summarily. In 1867 this proportion was 70.6 per cent., in 1868, 70.7 per cent., and in 1869, 71.9 per cent. The males proceeded against continue to be about 80 per cent. of the whole number, the remainder being females.

Among the penalties inflicted in respect of these 372,707 summary convictions, we find that 51,314 were imprisoned for periods varying from fourteen days to six months and upwards, and that 41,340 were imprisoned for periods of fourteen days and under; 2,609 were sent to reformatories and industrial schools, 232,624 were fined, and 811 were whipped, the latter punishment being inflicted in 102 more cases than in 1868.

Among the entire number of persons apprehended for indictable offences, and of those summarily proceeded against it appears that 21,001 were known thieves, and that 209,832 were of previous good character, and the character of 34,152 was unknown. The number of known thieves at large was 12,434 of whom 1,825 were to be found in the metropolitan district.

In the year 1869 the number of appeals to Quarter Sessions from the decisions of justices was 95, being 11 more than in 1868, and 4 more than in each of the three preceding years; 53 of the decisions appealed against were affirmed, and the remainder were quashed. Thus there was only one appeal to every 5,536 summary convictions, and only 1 conviction in 12,280 was quashed; but we can have no statistics of the great mass of cases in which parties are too poor or too ignorant to appeal.

Besides the appeals to Quarter Sessions 10 appeals were removed into the Court of Queen's Bench, 4 of which were argued, in 2 of which the judgment was for the appellant, and in two for the respondent.

In 1869 there were 57 cases stated for the opinion of the Superior Courts, of which 49 were removed into the Court of Queen's Bench, 5 into the Court of Common Pleas, and 3 into the Court of Exchequer; 51 of these cases were argued, in 19 the judgment was for the appellant, and in 27 for the respondent, and 4 cases were remitted. The number of cases so stated in 1868 was 49.

Coroners' returns show the number of inquests held during the year to have been 24,709, being 65 less than in the previous year. Verdicts of murder were returned in 1869 in respect of 165 infants one year old and under, being 1 less than in 1868. The total number of verdicts of murder was only 265. Inquests were held on 6,884 infants seven years' old and under, and 1,643 on children between the ages of seven and sixteen. Of the children seven years' old and under 21·0 per cent. are said to have been illegitimate.

The expense of holding inquests amounted to £77,546 13s., being an average of £3 2s. 9d. for each inquest; in 1868 the total cost was £76,520, and the average for each inquest was £3 1s. 9d.

LEGISLATION OF THE YEAR.

CAP. XXXV.—*An Act for the better apportionment of rents and other periodical payments.*

The old rules of common law did not make any apportionment of rent in cases where the recipient died between two rent days. Thus, where the interest of the deceased determined with his death, and the lease was not binding on his successor, the portion of rent for the interval between the last rent-day and the death was actually lost. The representatives of the deceased could not sue for it, and as no other person had any claim, the lessee might keep it in his own pocket. To the hardship arising from this state of the law was added some amount

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of uncertainty arising from the well meant efforts of the Court of Equity to get over the injustice by applying rules of its own, equitable enough in their particular operation. In those cases in which the lease was binding on the successors, the common law awarded the whole of the current instalment to the heir, or devisee, or reversioner, or remainderman (as the case might be), not making any apportionment in favour of the executor or administrator. Thus, taking *par example* the simplest case, that of a lease made by owner in fee who afterwards died midway between two rent days; as the rent, though *accruing* due *de die in diem*, became *payable* only on the periodical rent-day, the executor or administrator could claim nothing for the interval between the last rent-day and the death, and the heir or reversioner, &c., would be entitled when the rent-day came to receive the whole instalment, thus getting the rent for a portion of time *antecedent to the commencement of his own estate in possession*. (It need hardly be explained that *arrears* of rent, that is, instalments which had actually become payable at rent-days prior to the death, went to the executor or administrator.) Somewhat similarly it was held in the case of dividends on the public stocks that where a testator, entitled to the dividends for life, died between two dividend days, his executors could claim no apportionment, but the whole half-year's dividend should go to the reversioner (*Pearly* v. *Smith*, 3 Atk. 260; *Michell* v. *Michell*, 4 Beav. 549, &c.). *Secus* as to the interest on money lent: the distinction may seem to be one involving no difference, but as to periodical payments of that kind it was considered that the interest on a loan is not one entire thing, but an aggregate of many things, and so there should be an apportionment, right and left, of the interest accrued before the death and the interest accruing after. Even where the money had been secured on mortgage (*Wilson* v. *Harman*, 2 Ves. Sen. 673), or bond (*Banner* v. *Lowe*, 13 Ves. 135) conditioning it to be payable by periodical instalments, it was held that there ought to be an apportionment, "because there interest accrues every day for forbearance of the principal" (Lord Hardwicke in *Pearly* v. *Smith*, *ubi sup.*).

The Apportionment Act (11 Geo. 2, c. 19) remedied partially the injustice arising from the old common law rules. Applying only to land and to those cases in which the lease was not binding upon the successor, it gave to the executors or administrators of the deceased tenant for life the power of recovering from the lessee a due proportion of the current instalment of rent.

Some doubts as to the application of that Act to certain cases of tenancy *pur autre vie* were provided for by the subsequent Apportionment Act, 4 Will. 4, c. 22. After declaring that the Act of Geo. 2 should be taken to apply to the case of leases determining at the death of the maker, though such maker should not have been strictly tenant for life, the Act of Will. 4 proceeded to carry the apportionment further; its second section provides that not only rents, but annuities, pensions, dividends, moduses, compositions, and all other periodical payments payable under subsequent instruments, shall be apportioned. But, having regard to the preamble of this Act, it has been settled by the decision in *Brown* v. *Amyott* (3 Hare, 173), followed in *Re Clulow's Estate* (5 W. R. 544, 3 K. & J. 689), that the Act, like the Act of Geo. 2, applies only to those cases in which the interest of the deceased was *one which determined at his death*. Therefore, in the case which we took just now of a lessor seised in fee dying between two rent-days, the Act of Will. 4 effects no apportionment between heir and executor. It is important, too, to note this difference between the Acts of Geo. 2 and Will. 4. The Act of Geo. 2, applying to cases in which the lease is not binding on the successor, gives the representatives of the deceased power to sue for the apportioned rent; but the 2nd section of the Act of Will. 4 includes cases in which the lease, &c., continues in force under the successor, and the section provides that as to those cases the party who has to make the payment is to make it to whosoever would have been entitled before the Act (*i.e.*, to the successor), and the latter is to account for the proper proportion to the representatives of the deceased. Moreover, as to such rents &c., continuing to the successor, and therefore not within the Act of Geo. 2 (*e.g.*, leases under a power), as might have been created before the Act of Will. 4 (of course at this date such cases must be getting scarce), the Act of Will. 4 would not apply, and consequently in such cases there would be no apportionment between the successor and the representatives of the deceased.

It was held in *Re Markby* (4 M. & Cr. 484) that the Act of Will. 4, and in *Cattley* v. *Arnold* (7 W. R. 245, 1 J. & H. 651) that the Act of Geo. 2, did not include tenancies from year to year created by parol.

Such being the state of things under the common law, with the superimposed statutes of Geo. 2 and Will. 4, the present Act is intended to fill up the chinks between the two former Acts. Section 1 therefore enacts that after the passing of the Act (1 Aug. 1870) "*all* rents, annuities, dividends, and other periodical payments in the nature of income (*whether reserved or made payable under an instrument in writing or otherwise*) shall, like interest on money lent, be considered as money accruing from day to day, and shall be apportionable in respect of time accordingly." So that when the death happens after the 1st of August last, the Act applies to periodical payments created at any date whatever. Thus in the simple case which we have twice instanced, if an owner in fee, having leased for twenty-one years ten years ago, dies hereafter, midway between two quarter days, his next of kin will get half a quarter's rent, and the heir the other. By section 3 the apportioned rent is to be payable or recoverable when the next entire instalment *would* have been payable or recoverable.

Section 4, following the distinction already made by the two former Acts, between cases in which the rent does and does not continue, provides, in substance, that in the latter case the representative of the deceased shall be entitled to recover the apportioned payment directly from the person liable to make the payments; while in the former case the paying party is to pay the successor, who is to account to the representatives of the deceased.

The Act is not to comprehend payments under insurances, or any case in which apportionment is stipulated against. It extends to Scotland and Ireland, as to which latter principality the deficiency was already partly supplied by the 49th section of 23 & 24 Vict. c. 154.

CAP. XXXIX.—*An Act to facilitate the transfers of ecclesiastical patronage in certain cases.*

The 6 & 7 Will. 4, c. 77, appointed the Ecclesiastical Commissioners, with power to hold land notwithstanding the Mortmain Acts. The 3 & 4 Vict. c. 113, s. 73, empowered the commissioners to make arrangements for bettering the endowments or spiritual provision of ill-endowed parishes or districts, by exchanges or other changes of patronage agreed on by patrons with the consent of the bishop. The 4 & 5 Vict. c. 39, s. 22 empowers them to do this, notwithstanding that the patronage belongs to an ecclesiastical corporation. The 31 & 32 Vict. c. 114, s. 12 enacts that whenever a scheme of the commissioners for transferring, for the purpose above mentioned, "any advowson or other estate, or interest in real property" to any person or ecclesiastical corporation, has been ratified by Order in Council, such scheme shall thereupon operate to effect the transfer, without any conveyance being necessary.

The present Act enacts as to such transfers for better providing for the cure of souls, that the powers and provisions of the enactments above mentioned "shall be held to authorise the transfer, by the process and with the consent therein mentioned, of the ownership of any advowson or other right of patronage in any ecclesiastical preferment, or any estate or interest in the same." From which it would seem that the object of this Act is

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to include such patronage as may not be comprehended within the term advowson. *Exempli gratiâ*, the Ecclesiastical Commissioners may now commit simony by dealing in next presentations under their scheme.

CAP. XLIV.—*An Act to declare the stamp duty on certain leases.*

The circumstances which led to the passing of this Act are well known to practitioners, and were thoroughly discussed in our columns* during their progress. We shall, therefore, deal with them very briefly on this occasion. Section 16 of 17 & 18 Vict. c. 83, provided that where a deed or instrument chargeable with an *ad valorem* duty "shall be made also for *any further or other valuable consideration*," it should be also chargeable with "such further stamp duty as any separate deed or instrument made for such last-mentioned consideration alone would be chargeable with, except progressive duty." In those cases in which a lessee covenants to build, repair, or do any other substantial or expensive act, it was never supposed, either by the Commissioners of Inland Revenue or the profession, that such covenant was intended to be included in this section as a "further or other valuable consideration." At any rate the commissioners never charged the further duty, which in such a case would be the 35s. deed-stamp. But about the end of last year the commissioners suddenly discovered that such covenants rendered the leases chargeable with the extra duty; and in *Boulton's case* (18 W. R. 351), the Court of Exchequer decided that this was so. We understand that the section was framed in order to hit a particular power of lease in large use between a Devonshire Earl and a town corporation. The hardship involved in the new found application of the statute is obvious. The *ad valorem* stamp might be 5s. and a covenant to repair would entail a further 35s. Moreover the thousands upon thousands of leases which had been made under the old practice of the commissioners without the additional duty were now for the first time found to be insufficiently stamped.

To remedy this hardship the present Act provides that no lease already made or hereafter to be made and charged with an *ad valorem* stamp shall be chargeable with any further duty by reason of the "further consideration of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him on any usual covenant." The reader will take notice that a subsequent Act is passed this session, dealing with the stamp duties at large.

RECENT DECISIONS.

EQUITY.

INTERNATIONAL COPYRIGHT—"TRANSLATION."

Wood v. *Chart*, V.C.J., 18 W. R. 822.

The International Copyright Act (15 & 16 Vict. c. 12) provides (section 8) that no author of a nation with whom a convention has been concluded, shall be entitled to the benefit of the Act, unless upon compliance with several requisitions, one of which, in the case of dramatic pieces, is, that the translation sanctioned by the author must be published within three calendar months of the registration of the original work. This is a condition precedent to the right to sue. The Act contains no definition of the translation, but, judging from section 4, which enables the Crown, in certain cases, to empower authors of dramatic pieces to prohibit the representation of any translation of such dramatic pieces not authorised by them, the word seems to imply something which is capable of being put on the stage, and is therefore an adaptation rather than a word for word version. The Vice-Chancellor's view is that the requisite translation is something to give the English reader an opportunity of knowing the foreign work as accurately as it is possible to know a work in a foreign tongue, by the medium of any version. Such a translation would be like a schoolboy's "crib," and be wholly unfit for representation.

The result of the decision will probably be that, in obedience to a suggestion of the Vice-Chancellor, the Act will be complied with by the registration of a literal translation, which nobody will read, but will serve to protect the adaptation which will be brought out under its shelter.

BANKER AND CUSTOMER—SPECIFIC APPROPRIATION.

Ex parte Massey, M.R., 18 W. R. 818.

The relation between a banker and his customer is often misunderstood. The relation is in general simply that of debtor and creditor. Money paid into a bank becomes part of the general assets of the banker, and he is merely a debtor by simple contract for the amount (*Devaynes* v. *Noble*, 1 Mer. 530; see *Carr* v. *Carr*, *ib.* 541n.

In *Foley* v. *Hill* (1 Ph. 399) a customer deposited with his bankers a sum, to be repaid with interest. In other words, he opened a deposit account. This was in effect a loan to the bank, and accordingly when upwards of six years had elapsed since the last transaction with reference to the account, the defence of the Statute of Limitations was successfully raised in a suit brought by the customer against the banker for an account.

The *ratio decidendi* in *Ex parte Massey* was that the money deposited with Barned's Bank, even with a direction to apply it to a specific purpose, was only a debt due from the bank to the depositor; and that he in consequence, the money not having been so applied, could only come in to prove in respect of it with the general creditors. In order that a sum may be ear-marked, there must be not only a direction to the banker to appropriate it for the particular purpose, but also the banker must have so appropriated it, either by carrying it to a separate account in his books, or otherwise. In *Farley* v. *Turner* (5 W. R. 666), the facts of which are stated in our report of *Ex parte Massey*, there was this feature, which distinguishes it from *Ex parte Massey*, that the banker not only received the money in obedience to his direction, but provided a fund in his books to meet the bill; to the discharge of which the fund so provided was accordingly held to be appropriated.

THE FIDUCIARY POWER OF DIRECTORS OF LIMITED COMPANIES.

Gilbert's case, L.J.G., 18 W. R. 938.

It was established by *Weston's case* (17 W.R. 62, L.R. 4 Ch. 20) that directors of limited companies have no inherent power to refuse to register proper and valid transfers of shares except where the articles of association enable them to do so. It is also settled by *De Pass's case* (7 W. R. 682), *Chinnock's case* (8 W. R. 255), and other cases, that a shareholder may lawfully transfer shares held by him at any moment, for the mere purpose of escaping liability, provided the transfer be absolute. The peculiarity of *Gilbert's case* was that Mr. Gilbert was a director, and the Master of the Rolls, admitting that an ordinary shareholder in a limited company can immediately get rid of all his liabilities by a transfer, considered that a director was not at liberty, by doing so, to throw an increased liability on the remaining members, of whose interests he was the trustee. It would appear, however, from the report of the decision in *Gilbert's case* on appeal, that a director is, in general, equally free with any other shareholder, to get rid of his liability, except as regards shares held by him by way of qualification for the post of director, which he must retain, or if he does not hold, will be charged with.

But, although directors have, like ordinary members of companies, a right to free themselves from responsibility by an out and out disposal of their shares, without retaining any interest in them, such right must be exercised, in the case of directors, with due regard to the fidu-

* *Ante* pp. 108, 292, 309, 329, 371.

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ciary position they occupy. The directors in *Gilberts case* ought, in the due exercise of the confidence reposed in them, to have made a call upon a particular day. They postponed the call in order to get their shares transferred, and for no other purpose. That postponement was an improper exercise of their powers, and the Court accordingly held them to the same consequences as if the call had been made when it ought to have been made, and the result was that the transfers were determined to be void.

CHARGES ON UNPAID CAPITAL.

Re Sankey Brook Coal Company, V.C.J., 18 W. R. 914.

In this case a power to pledge, mortgage, or charge the works, hereditaments, plant, property, and effects of the company, by way of security for money borrowed, was held not to authorise the directors to mortgage the proceeds of future calls generally. The case is quite covered by the authorities. The Vice-Chancellor followed *Ex parte Stanley* (12 W. R. 894), where the power extended to borrowing on the security of "the funds and property" of the society. *King* v. *Marshall* (12 W. R. 791) is to the same effect. Calls, when actually made, may be pledged, though the time for payment has not arrived, under a power to pledge the effects of the company, and it seems that the proceeds of a particular call, which the directors then and there decide upon making, may be lawfully pledged under such a power, though the call be not actually made at the time (*Re Sankey Brook Company*, 18 W. R. 427). But it is well settled that future calls generally cannot be pledged under such a power as that in the present case, nor indeed, we submit, under any circumstances, unless the right be expressly conferred by the articles. It is not conceivable that the Court would imply, in the absence of express words, that the intention was to confer such a power, the exercise of which would disable the directors thereafter from exercising their judgment in the company's affairs.

PATENT SUITS—JURISDICTION.

Betts v. *Gallais*, V.C.J., 18 W. R. 945.

The Vice-Chancellor's remarks in this case upon the well-known case of *Davenport* v. *Rylands* (14 W. R. 243, L. R. 1 Eq. 302) deserve a passing notice. The bill in *Davenport* v. *Rylands* was filed in November, 1864, to restrain the infringement of the plaintiff's patent for the manufacture of chenille. Owing to the plaintiff having made no application to have the cause advanced, the cause was not heard until December, 1866, after the patent had expired. The plaintiff succeeded in showing that, at the time of filing the bill, there was an equitable case; and, accordingly, Vice-Chancellor Wood, who at first doubted whether any relief could be given, there being nothing to enjoin, granted the inquiry as to what damages the plaintiff had sustained, with costs up to the hearing. So in *Fox* v. *Dellestable* (15 W. R. 194), where the patent had expired pending the suit, Vice-Chancellor Malins held that the plaintiff would be entitled to an account, although the patent had expired, on the Court being satisfied of the validity of the patent. As Vice-Chancellor Wood pointed out in *Davenport* v. *Rylands*, it would be a narrow conclusion to put on a beneficial Act (Lord Cairns' Act to wit) to say that a bill must be dismissed, and the parties sent to law, because the jurisdiction to grant an injunction had determined. There could be no ground for saying that the plaintiff had not been as diligent as he might have been in prosecuting his suit because he had refrained from applying to have the cause advanced. What the Vice-Chancellor condemned in *Betts* v. *Gallais* was a species of fraud upon Lord Cairns' Act. A plaintiff files his bill four days before the expiration of his patent, for an injunction, an account of profits, and inquiry as to damages, when he must have known that no application for the injunction could be entertained. As the Vice-Chancellor observed, the patent, for all practical purposes, had expired when the bill was filed, and the proper remedy was therefore by an action for damages, and not by a suit in equity.

DOUBLE PROOF—PRINCIPAL AND INTEREST—APPROPRIATION.

Ex parte Warrant Finance Company, M.R., 18 W. R. 961.

A creditor who has a right of double proof, *i.e.*, a right of proof for the same debt against two estates, goes on receiving dividends from both estates until he has been paid his principal, interest, and costs in full. This is the rule in bankruptcy, and the rule in winding up is the same (*Ex parte Warrant Finance Company*, 18 W. R. 102, L. R. 5 Ch. 86). The principle is the same as that of a secured creditor (*Kellock's Case*, 16 W. R. 688, L. R. 3 Ch. 769), the right of proof against the surety's estate being in practice the same as having a separate security.

The question that arose in the present case was how the dividends were to be appropriated. Were the dividends paid by the Joint Stock Discount Company, who indorsed the bills of which the Warrant Finance Company were the holders, to be appropriated to reduce the principal—the dividends paid by the Contract Corporation, who accepted the bills, being applied first in payment of interest upon the debt as reduced by the dividends of the Joint Stock Discount Company? or were the dividends of the latter, like those of the Contract Corporation, to be treated as applied in payment of interest, and then of principal? The decision was that the holders were entitled to treat such dividends as ordinary payments on account—*i.e.*, by applying each dividend in the first place to the payment of interest due, and the surplus in reduction of the principal debt. This was the principle recognised by Lord Cottenham in *Bower* v. *Marris* (1 Cr. & Ph. 351) as an established rule in bankruptcy.

ADMINISTRATION OF REAL ESTATE UPON SUMMONS.

Colman v. *Turner*, M.R., 18 W. R. 963.

By the Improvement of Jurisdiction of Equity Act, s. 47, an order for the administration of the real estate of a deceased person may be obtained upon summons, where the whole of such real estate is by *devise, vested* in trustees, who are by the will empowered to sell such real estate and authorised to give receipts. In the present case, where there was no express devise in trust for sale, but a mere power to sell and give receipts, the Master of the Rolls held that the order on the summons was properly made. So the Court made an order on summons where the trust for sale was only implied, in consequence of a charge of debts (*Pigott* v. *Young*, 7 W. R. 235.) The section is clearly remedial, and therefore to be construed liberally.

PRACTICE AS TO THE APPOINTMENT OF RECEIVERS PENDING LITIGATION IN THE COURT OF PROBATE.

Hitchen v. *Birks*, M. R., 18 W. R. 1015.

It is a well-known branch of the jurisdiction to appoint a receiver for the protection of property, pending litigation. Hence, under the old practice, the Court appointed a receiver, pending litigation to determine the right to probate, where administration *pendente lite* could have been obtained from the Ecclesiastical Court (*Atkinson* v. *Henshaw*, 2 V. & B. 85), and even where administration *pendente lite* had been actually granted (*Ball* v. *Oliver*, *ibid* 96). In *Rendall* v. *Rendall* (1 Ha. 152) the Vice-Chancellor Wigram laid it down that where probate or letters of administration have been granted, the Court will not appoint a receiver, pending litigation to recal probate or letters of administration, unless a special case be shown for its interference; and that where probate or letters of administration have not been granted, pending *bonâ fide* litigation to determine the right to probate or letters of administration, it is of course to appoint a receiver, unless a special case be shown against doing so.

The jurisdiction of the Ecclesiastical Court to grant

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administration *pendente lite* was established in *Walker* v. *Woollaston*, 2 P. Wms. 576. The Probate Act now provides (section 70) for the appointment of an administrator of the personal estate where the will is contested, or proceedings are pending for obtaining or recalling the grant of probate or letters of administration; and (section 71) for the appointment of a receiver of real estate under similar circumstances. The jurisdiction of the Court of Chancery is not thereby ousted, but inasmuch as no receiver to be appointed by the Court could do anything more in protecting the property than an administrator *pendente lite*, Vice-Chancellor Malins refused to appoint a receiver where such administrator had been already appointed (*Veret* v. *Duprez*, 16 W. R. 750, L. R. 6 Eq. 329). To appoint a receiver in such a case is entirely a matter of discretion (*Grimston* v. *Timms*, 18 W. R. 781), and in the last case upon the subject (*Hitchen* v. *Birks*, *ubi sup.*), the Master of the Rolls held on demurrer that the Court would not now exercise the jurisdiction unless a special case were made. In point of fact, now that an administrator *pendente lite* is able to protect the property as effectually as a receiver, why should the Court appoint a receiver in a suit for the purpose, when the same result can be arrived at with far less expense by motion in the Court of Probate?

COMPANIES ACT, 1862, s. 116—WHO MAY BE SUMMONED TO GIVE INFORMATION.

Swan's case, V.C.S., 18 W. R. 1017.

The Court may, after it has made an order for winding up a company, summon before it any . . . person whom the Court may deem capable of giving information concerning the trade, dealings, estate, or effects of the company (Companies Act, 1862, s. 116). In *Bloxam's case* (36 L. J. Ch. 687) the Vice-Chancellor thought that the words which authorised the Court to summon any person capable of giving information concerning the estate or effects of the company, extend to information concerning the estate or effects of the members of the company, and held that the managing clerk of a bank with which the contributory had an account was a person compellable to give information under the section. And in *Clement's case* (16 W. R. 559), a broker having lodged with the company for registration shares transferred to an infant, who was without apparent means of paying for them, Vice-Chancellor Wood held that the broker was bound to attend and be examined touching the transaction, it being *primâ facie* one to be inquired into. These two decisions were followed in *Swan's case*, where the sister and the nephew of a contributory were required to answer questions touching their relationship with the contributory, who was indebted for calls, which the company were then attempting to recover. It is obvious, said the Vice-Chancellor, that any person possessing means of information which may enable the company to recover what is due to it, is within the meaning of the Act. On the other hand, where a person was merely a policy-holder, and as such a creditor of the company, he was not deemed to be a person capable of giving information (*Re Accidental and Marine Insurance Corporation*, 16 W. R. 116); where, however, the decision rested on the fact of an action by the policy-holder against the company, in which the desired information could have been obtained, had been stayed on the application of the liquidator. It is, of course, necessary in every case to be able to show that the person summoned does possess the means of giving the desired information.

BANKRUPTCY.

ATTORNEY—PRIVILEGED COMMUNICATION—EXAMINATION AS TO THE ACTS, ESTATE, OR DEALINGS OF A BANKRUPT, UNDER BANKRUPTCY ACT, 1861, s. 216.

Ex parte Campbell, Re Cathcart, L.JJ., 18 W. R. 1056.

The law as to privileged communication between client and attorney or client and counsel is laid down in the leading case of *Greenough* v. *Gaskell* (1 M. & K. 98), by Lord Brougham in the following terms:—"If, touching matters which come within the ordinary scope of professional employment, they (*i.e.*, counsel or attorneys) receive a communication in their professional capacity either from a client, or on his account, and for his benefit in the transaction of his business, or, which amounts to the same thing, if they commit to paper, in the course of their employment on his behalf, matters which they knew only through their professional relation to the client, they are not only justified in withholding such matters, but bound to withhold them, and will not be compelled to disclose the information or produce the papers in any court of law or equity, either as a party or a witness."

In the latter part of this statement of the law there is a good deal of that looseness of expression so common in Lord Brougham's judgments. But the point to which we wish to draw attention has to do with facts not with documents; and, so far, Lord Brougham's statement is perfectly correct, and as such, has, been repeatedly adopted by later judges. It will be observed that, according to Lord Brougham's statement, in order to protect an attorney or counsel from the necessity of disclosing a fact which has come to his knowledge, two things must appear. First, it must have been a "*communication*," that is to say he must have learned it directly or indirectly from his client. If he, while acting professionally, has observed a fact for himself or learned it from any source other than his client, he is not privileged from disclosing it; see on this point particularly *Brown* v. *Foster* (5 W. R. 292, 1 H. & N. 736). Secondly, the facts must have been communicated to such persons "*in their professional capacity*." In other words, only such communications are privileged as are made with reference to and for the purpose of the matter in which they are professionally engaged (see upon this point especially *Bramwell* v. *Lucas*, 2 B. & C. 745, and *Gillard* v. *Bates*, 6 M. & W. 547).

These principles were applied in and are well illustrated by the case upon which we are now commenting. In the course of the bankruptcy of Cathcart, a Scotch writer to the signet was examined, who was agent both for the bankrupt and for his father, Sir John Cathcart. He was asked, among other questions, "Where is Sir John Cathcart residing at present?" And he declined to answer, on the ground that he knew Sir John Cathcart's residence only through acting for him as his legal agent. The matter ultimately came before James, L.J., on appeal, who held that the witness was bound to answer. "A solicitor was only protected from disclosing that which had been communicated to him *sub sigillo confessionis*—that is to say, for the purposes of professional advice and assistance. . . . A solicitor might know his client's residence without any professional confidence, and the mere statement that he knew his client's residence only in the character of his solicitor was not enough to protect him from disclosing it. If the client was concealing his residence, and the solicitor only knew it because it was communicated to him as solicitor for the purpose of advising his client, that would be professional confidence, and the solicitor could not be compelled to disclose what had been communicated to him."

A second objection was taken by the witness to the question—namely, that it was not a question "in regard to the acts, estate, or dealings" of the bankrupt, within the meaning of section 216 of the Bankruptcy Act, 1861, the section under which the examination was being taken. The Lord Justice overruled the objection, following therein the decision of the Court of Queen's Bench upon similar words in an earlier Act in *Ex parte Vogel* 2 B. & A. 219. "You might ask a witness questions about the estate of a bankrupt, and it was only reasonable if he could not give you the information, that you should ask him the address of a person who would tell you."

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COURTS.

COUNTY COURTS.

LIVERPOOL.

(Before Serjeant WHEELER, Judge.)

Oct. 5.—*Rook* v. *Turner.*

Goods damaged by illegal distress.

This action was brought by an owner of house property in Liverpool, to recover £12 13s., said to have been paid by him owing to the default of the defendant, an auctioneer.

Segar, for the plaintiff, said the plaintiff's case was that on the 18th of May Mr. Rook, being informed that Mrs. Cowley, the tenant of a house owned by him, was removing her furniture, sent a bailiff to distrain for a sum of £3 5s., rent owing. The bailiff, upon his arrival, found that the furniture was packed ready for removal on two carts. He entered the house and went into one of the rooms, when the key was turned upon him and the carts were driven off. He was shortly afterwards released, when he took a car and followed the carts, which he overtook. He took possession of one of them with its load, which he took to the defendant's rooms, where they were deposited. The plaintiff was subsequently advised by his solicitor that he had made an excessive distraint, when, to avert legal proceedings by Mrs. Cowley, he agreed to forego the rent owing, to return the goods seized, and to pay the costs. The defendant then received notice from the plaintiff to give up the goods, and the goods were returned, but the plaintiff was served by Mrs. Cowley with a list of goods alleged to be missing. The £12 13s. claimed was the value of the missing articles. That sum the plaintiff had paid to Mrs. Cowley; and by the present action he sought to recover it from the defendant, the goods being lost, it was said, while they were in his possession. A witness stated that he saw one of the boxes open in Mr. Turner's premises.

Mr. Nordon, for the defence, urged that the action could not be sustained against his client. If any person had a right to sue it would be Mrs. Cowley, and not Mr. Rook. Mr. Rook could not sue for the goods of another person. [Serjeant WHEELER.—It seems to me that he is responsible to Mr. Rook, and he himself is responsible to Mrs. Cowley.] As far as these goods are concerned there is no property in Mr. Rook. [Serjeant WHEELER.—He is the bailee.] I submit not. If a person takes goods to Mr. Turner not seized by process of law, he would then be a bailee. The goods in question were put there by way of impounding them. [Serjeant WHEELER.—Whilst the goods are in his possession he is liable to make good to Mrs. Cowley their fair value.] As to certain goods claimed by another lady, a Mrs. Halliday, which were said to have been taken along with the other goods, Mr. Turner could not be responsible for them. [Serjeant WHEELER.—This being a claim for rent, all goods on the premises, to whomsoever they belonged, were liable to be taken.] No doubt that would be so if the distraint was a lawful one; but the right to follow goods off the premises only applied to the tenant's goods. In this case the goods were actually off the premises, being on a cart in the street.

Serjeant WHEELER said the point raised by Mr. Nordon was an important one. The warrant under which the distraint was made was an authority to enter legally upon the premises occupied, and there seize and distrain. Now, these goods were not "there seized and distrained;" they were seized and distrained in Fox-street. There was one thing, however, to be considered with reference to Mr. Nordon's remarks as to the seizure of Mrs. Halliday's goods. It seemed that some of the articles were in a small box, which was placed in a larger one belonging to Mrs. Cowley. Mr. Nordon submitted that Mr. Rook could not sustain his action, and it seemed to him to be a great hardship to bring Mr. Turner to that court to fight the battle of Mr. Rook.

A number of witnesses in the defendant's employ were called, and said that all reasonable care had been taken of the goods. It was denied that any of the boxes had been broken open.

Serjeant WHEELER said one question was whether ordinary care had been taken by the defendant in reference to those goods. In considering this, he must take into account that the defendant's premises were a public auction room, and were known as such by the plaintiff when he deposited the goods there. Assuming that the goods were not returned, it seemed to him that the defendant was only liable if he had been guilty of a breach of duty. The defendant was not an insurer of the goods, and he did not undertake in any event to return them. He undertook to use all reasonable and proper care in his premises. The plaintiff must take the ordinary risks of such a place as defendant's premises. There was no evidence that the defendant had not taken proper care in keeping these goods; and under all the circumstances he thought the defendant was entitled to a verdict.

APPOINTMENTS.

Mr. MONTAGUE BERE, Q.C., has been appointed Recorder of Bristol, in the room of Sir Robert P. Collier, Attorney-General, who resigned the office to which he was nominated, in deference to the opinion of his constituents at Plymouth. The new recorder is the eldest son of the late Montague Baker Bere, Esq., Commissioner of Bankruptcy for the Exeter district, and Chairman of the Devon Quarter Sessions (who died in 1858), by Wilhelmina Jemima, third daughter of the late Right Rev. Dr. Sandford, Bishop of Edinburgh. Mr. Montague Bere was born on the 9th of July, 1824, and has therefore just completed his forty-sixth year. He was educated at Cheam School, and afterwards proceeded to Balliol College, Oxford, where he graduated B.A. (2nd cl. Math.) in 1846. In May, 1850, he was called to the bar at the Inner Temple, and joined the Western Circuit, also attending the Devonshire Sessions. Mr. Bere was appointed Recorder of Penzance in February, 1857, and continued to hold that office till May, 1862, when he was nominated Recorder of Southampton. He was for some years the leader of the Western Circuit Sessions. In June, 1869, he was made a Queen's Counsel, and was soon afterwards appointed to conduct the inquiry ordered by the Poor Law Board into the irregularities of the St. Pancras Union, which duty he is considered to have performed very ably. At the beginning of the present year, on the transfer of Sir Richard Couch to Calcutta, it was announced that Mr. Montague Bere was appointed to succeed that gentleman as Chief Justice of Bombay; but this appointment did not take effect, it being afterwards decided to raise one of the local judges to the dignity of Chief Justice, and Sir Michael Westropp accordingly received the appointment. Mr. Bere married, in August, 1852, Cecil Henrietta, second daughter of Captain T. W. Buller, R.N., of Strete Ralegh, Exeter, by which lady he has a family of five sons and four daughters.

Mr. GEORGE CHANCE, barrister-at-law, of the Oxford Circuit, has been appointed a magistrate of the Lambeth police court, in the metropolitan district, Mr. H. T. J. Macnamara having withdrawn his acceptance of the vacant magistracy. Mr. Chance was educated at Trinity College, Cambridge where he graduated B.A. (twenty-third wrangler) in 1843; he was called to the bar at Lincoln's-inn in November, 1846. He was a member of the commission appointed a few years ago to inquire into the trades union outrages at Sheffield.

Mr. ROBERT FISHER THOMPSON, solicitor, of Kendal, has been appointed by Mr. T. H. Ingham (Judge of County Courts Circuit No. 3) Registrar of the County Court of Westmorland holden at Kendal, and the appointment has been confirmed by the Lord Chancellor.

Mr. DAVID BLACK, solicitor, of Brighton, has been appointed Solicitor to the Brighton Intercepting and Outfall Sewers Board. He was admitted in 1841, and holds the offices of Town Clerk of Brighton, and coroner for the borough.

Mr. EDMUND FAUNCE HARDWICK, solicitor, of Littlehampton, Sussex, has been appointed Clerk to the Littlehampton Burial Board, in succession to Mr. Robert French, solicitor, who has resigned. Mr. Hardwick was certificated in 1865, and has for some years acted as Deputy Clerk to Mr. French, with whom he has been latterly in partnership.

Mr. William Lawrence, of Newbury, Berks, known for many years past as assistant magistrates' clerk both in the county and borough police courts, died on the 24th of September, aged sixty-four years.

The Lord Chancellor is now the minister in attendance on her Majesty at Balmoral, having left town on the 26th ult., to relieve Mr. Goschen. His lordship will continue at Balmoral until the 10th inst.

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GENERAL CORRESPONDENCE.

County Court Jurisdiction.

Sir,—The question which your correspondent, "A Subscriber," in last week's Journal, asks is one which only one man can answer, and his answer will depend on the meaning he attaches to the words "part of a cause of action." Each judge interprets these words for himself, and, of course, differences of opinion exist, and not only do judges differ from each other, but from themselves at different times. The City Court furnishes a case in point of the latter kind of difference. Another case of the kind came under my notice just after the passing of the County Courts Act, 1867, which was the first to give jurisdiction to a Court on the ground that part of the cause of action arose within its district.

An applicant for a summons produced a letter from his debtor ordering goods, and the applicant contended that the receipt of the letter was part of the cause of action within the meaning of the 1st section of the Act. The point was referred to the judge, who decided that the receipt of the letter was not part of the cause of action, inasmuch as it was not an act of the debtor but an act of the creditor, and to found jurisdiction the debtor must have performed some act within the district. Under this dictum the clerks refused to issue summons for several months, when an attorney made an application based solely on the fact of an order for goods having been received by post within the district. The clerk explained the judges' dictum, and the attorney at once went before the judge and stated his case. The judge said of course the receipt of the order by post was an important part of the cause of action and amply sufficient to found jurisdiction; the debtor had made the post-office his agent, and the delivery of the order by his agent was a delivery by himself. I mention these facts to show that if "a subscriber" applies again to either of the courts mentioned he may possibly succeed in getting his summons issued.

The circumstances described by your correspondent are quite as open to opposite and equally conclusive arguments as the case of the receipt of a letter, and he will, of course, see that his question ought to take the form of "What does the judge think?" Mind, not what did he think, but what does he think now? instead of "What constitutes a delivery of goods?"

I have frequently advised wholesale houses to instruct their travellers to obtain from customers written instructions as to the specific mode in which they wish goods to be sent. Such written instructions constitute the sellers clearly the agents of the buyers for that purpose, and I think places the right of the seller to sue in the district indicated by the instructions beyond the reach of even the most ingenious quibble—that is supposing the second dictum relating to the receipt of letter by post be the true one.

Oct. 6. An Old Hand

Blackstone's Commentaries by J. Gifford.

Sir,—Perhaps the author of the notice of the late Mr. Foss in your issue for 17th of September, for which, as a literary student, I beg to thank you, and very much regret that such notices of men who have distinguished themselves in literature are not more frequent, can explain away a difficulty which has frequently been mentioned before.

It is with regard to the "Abridgment of Blackstone's Commentaries," published in 1821, under the name of John Gifford, which is mentioned in your notice as begun by Gifford (a pseudonym used by J. R. Green), and completed by Mr. Foss, and by him published under the name of John Gifford.

Mr. Green, who throughout his life used the name of John Gifford, died in 1818.

In 1823 was published "Blackstone's Commentaries," abridged for the use of students (Lond., 8vo pp. 604), also by John Gifford.

The difficulty is this—are these two abridgments the same, the issue of 1823 being that of 1821 with a new title-page only, or are they two distinct works. I may mention that the edition of 1821 is simply "by John Gifford," whereas that of 1823 is "by John Gifford, the author of the Life of Pitt," thus clearly identifying the latter with J. R. Green.

It may perhaps not be known to your readers that John Gifford, who wrote the "English Lawyer," which has passed through upwards of thirty editions, is not the above, but it is a pseudonym of Alexander Whellier.

This is not the first time an explanation of the above has been asked for; amongst other places, I find it referred to in the "Handbook of Fictitious Names of Authors," published in 1868. If you can clear up this point, you will oblige, yours, &c. R. T.

A Case of Prescription.

Sir,—A. lets a field. B., the owner of an adjoining field (which is used as garden land), fills up the ditch which belongs to A., without his knowledge. A. by accident hears that his ditch has been filled up and wishes to have it re-opened, but is told by B. that he claims a right by prescription, it having been filled up and crops grown upon it for more than twenty years. B.'s (A.'s?) tenant has always paid his rent, which, of course, would be as much for the ditch as for any other part of the field.

It appears a hard case that a landlord should by the neglect of his tenant lose his right to property which he supposed he was receiving rent for. I should be obliged by a reference to any similar case that has been tried.

Lex.

OBITUARY.

MR. W. H. GRIFFITHS.

Mr. William Henry Griffiths, barrister-at-law, died at Lindfield, Sussex, on the 23rd September, in his fortieth year. The deceased gentleman, who was a deputy-lieutenant for the county of Middlesex, was the only son of William Griffiths, Esq., of Great Cumberland-place, London, and Lindfield, Sussex. He was educated at Worcester College, Oxford, where he graduated B.A. in 1853. He was called to the bar at the Middle Temple in June, 1854.

MR. G. GRAY.

Mr. George Gray, solicitor, formerly of Newbury, Berks, died at Canterbury on the 16th September, at the age of sixty-one years. He had retired in 1858 from the legal firm of Godwin and Gray, his senior partner being Mr. Henry Godwin, clerk to the county and borough magistrates, and to the commissioners of taxes.

MR. J. J. HUBBARD.

Mr. Joseph John Hubbard, solicitor, of Bucklersbury, City, died at his residence at Upper Clapton on the 25th September, in the sixty-ninth year of his age. Mr. Hubbard was certificated in 1844, and was a commissioner for the Courts of Queen's Bench, Common Pleas, and Exchequer. For many years he filled the office of clerk to the City ward of Candlewick, and was formerly honorary solicitor to the Shipwrecked Fishermen and Marines' Benevolent Institution, and also to the Fishmongers' and Poulterers' Institution. Mr. Hubbard was likewise deputy steward of St. James's, Duke's-place, &c., and his business was at one time chiefly that of a parliamentary agent. Since 1867 he had been in partnership with his son, Mr. David John Hubbard, under the style of Hubbard & Son. He was a member of the Incorporated Law Society.

MR. W. WHISTON.

Mr. William Whiston, senior, solicitor, of Derby, died there on the 31st of September. He was born in the year 1780, and was therefore now in his ninety-first year. In early life he entered the office of the Messrs. Simpson, solicitors, of Derby, with whom he remained for some years. He was admitted a conveyancer at Gray's Inn, about the beginning of the present century, but his admission as an attorney took place in 1815. He continued to practise as a solicitor at Derby from that time down to the end of 1857, when he retired from the active duties of the profession. He was clerk to the county magistrates of Derbyshire for many years, in which office he was succeeded by his son, Mr. William Whiston, the present clerk. The late Mr. Whiston was a member of the old local militia, in which he obtained the commission of ensign in 1809, being promoted in the following year to lieutenant, which rank he held until the disbandment of the corps a few years afterwards. His remains were interred in the new cemetery at Derby on the 6th inst.

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NATURALIZATION ACTS, 1870.

INSTRUCTIONS TO ALIENS APPLYING FOR CERTIFICATES OF NATURALIZATION.

1. Any alien desirous to obtain a certificate of Naturalization must present to one of her Majesty's principal Secretaries of State a memorial praying for the grant of such certificate.

2. The memorial must state—

(1.) Of what foreign state the applicant is a subject.

(2.) His name, address, age, profession, trade, or other occupation.

(3.) Whether he is married, and has any childen, under age, residing with him, and if so, to state their names and ages.

(4.) That during the period of eight years preceding the application, the applicant has for five years resided within the United Kingdom (the place or places of such residence being specified), *or* that during the same period of eight years he has for five years been in the service of the Crown (the post in which he served being specified.)

(5.) That he intends to reside in the United Kingdom or to serve under the Crown.

3. The applicant must verify the statements in his memorial by a declaration made before a magistrate or other person authorised to receive such declaration, in pursuance of the Act passed in the fifth and sixth years of his late Majesty King William IV., chapter 62.

4. The statements in the memorial must be further verified, and the respectability and loyalty of the applicant vouched for by a declaration made in like manner by four householders who are natural-born British subjects, and neither of them the agent or solicitor of the memorialist. The declaration may be made by such declarants jointly or by each separately; but each of the declarants must in his declaration state, as to himself, the fact that he is a householder, and a natural-born British subject, the place of his residence, and the period during which he has personally known the applicant.

5. The fee payable upon the grant of a certificate is £1, which will include payment for the registration both of the certificate and of the oath of allegiance.

6. After obtaining the grant of a certificate, the grantee must take and subscribe the oath of allegiance, a blank form whereof will be annexed to the certificate.

7. The oath of allegiance may be taken and subscribed:—

In England or Ireland—

In the presence of any justice of the peace, or any commissioner authorised to administer oaths in chancery.

In Scotland—

In the presence of any sheriff, sheriff-substitute, or justice of the peace.

8. The fee for the administration of the oath is 2s. 6d., payable as follows:—

In England or Ireland, if the oath is administered by a justice of the peace, to the clerk of such justice, otherwise to the officer administering the oath; in Scotland, if the oath is administered by a sheriff or sheriff-substitute, to the sheriff-clerk or any of his deputes; if by a justice of the peace, to the clerk of the peace or any of his deputes.

9. After taking and subscribing the oath of allegiance the grantee of the certificate shall cause the oath to be registered at the Home Office.

10. After registration, the certificate and oath of allegiance will be re delivered to the grantee of the certificate.

Home Office, August, 1870.

DEDDINGTON.—Mr. Charles Duffell Faulkner, solicitor, of Deddington, Oxfordshire, has been appointed agent for that district to the Liverpool, London, and Globe Insurance Company, in the place of Mr. Henry Churchill, the former agent there. This is the fifth appointment Mr. Faulkner has received since Mr. Churchill's strange disappearance.

The chairmanship of the Court of Quarter Sessions for the county of Hereford, has become vacant by the death of John Freeman, Esq., of Gaines, in that county, who expired at his seat on the 4th of October. One of the late Mr. Freeman's daughters is married to Charles J. Sidebottom, Esq., police magistrate of Worcester.

Judge Gillespie, of Bellville, III., has decided that there is no law in that state to punish adultery where both parties are white.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 7, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Nov. 3, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107¼
Ditto 5 per Cent., July, '80 110¼	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shre a	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	37¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122½
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	12½
Stock	London and North-Western	100	12[illegible]¼
Stock	London and South-Western	100	87½
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	66½
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	32½
Stock	North London	100	115
Stock	North Staffordshire	100	59
Stock	South Devon	100	47
Stock	South-Eastern	100	73
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

During the greater part of the week the funds were daily gaining strength, on a prevailing idea that peace *must* come before long. Railways also were decidedly firm and the general foreign market nearly as much so. A reaction then took place, which, however, was of very short duration, and to-day, with the commencement of the payment of dividends, has witnessed a further increase of strength in Government securities, while the railway market, though the transactions have been small in extent, has been exceedingly firm. In foreign securities also the few changes of the last day have been principally upward.

BAGGAGE OF PASSENGERS.—We call the attention of our readers to the opinion of the United States Court for the district of Mississippi, delivered by Hill, J., in the case of George F. Ring and wife against the steamer Robert E. Lee, holding that the steamer was not liable for the personal jewelry of Mrs. Ring which she left in her state-room in a small carpet-bag, and had stolen therefrom while she was taking supper as a passenger upon the steamer. It is often a difficult question to determine what articles will be considered a lady's ordinary personal baggage, and under what circumstances a common carrier will be held liable for their value in case of loss. The learned judge states in his opinion that under our recent modes of travel the strict rule, as applied to common carriers in England, and perhaps in this country, has been very properly modified. We remember a case where a gentleman who was a passenger upon a steamer upon the Mississippi river some years ago had his bowie knife and duelling pistols stolen, and it was held they were a portion of a gentleman's ordinary baggage, and that the steamer was liable as a common carrier for this loss. It would be difficult to find a court that would make such a decision now.—*Chicago Legal News.*

HULL.—At the monthly meeting of the Local Board of Health, held on the 29th of September, the subject of the Law Clerk's (Mr. C. S. Todd's) charges in the case of *Reckitts* v. *The Local Board* was discussed, and the following resolution, framed by the sub-committee, was adopted:—"That, considering the difficulty which arises from an unprofessional examination, and believing, as the result of their inspection, that there are various items in your solicitor's account which would be

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disallowed by the Taxing Master, your Committee recommend that the bill, and along with it the resolution of 7th June, 1860, containing the terms on which the Law clerk's salary was raised, should be submitted to the Taxing Master, and that the chairman of the works committee attend at the appointed time before him." The resolution of June, 1860, above referred to, stated that the law clerk was to do all conveyancing, chancery, and common law business, &c., without any payment beyond his regular salary.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAYLEY—On Oct. 3, at Aldershot, the wife of W. H. Bayley, solicitor, of a son.

COWELL—On Aug. 7, at Calcutta, the wife of Herbert Cowell, Esq., barrister-at-law, of a son.

COZENS-HARDY—On Oct. 4, at 48, Clarendon-road, Nottinghill, the wife of Herbert H. Cozens-Hardy, barrister-at-law, of a daughter.

STEVENS—On Oct. 6, at Ferndale Lodge, Finchley, the wife of Henry Stevens, Esq., of Gray's-inn, of a daughter.

MARRIAGES.

GAWTRESS—BROUGHTON—On Sept. 28, at Askern Church, Henry Gawtress, of the Middle Temple, barrister-at-law, to Mary, youngest daughter of Godfrey Broughton, of Askern, near Doncaster.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Sept. 30, 1870.

LIMITED IN CHANCERY.

International Agricultural Credit Bank (Limited).—Creditors are required, on or before Nov. 1, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Thursday, Dec. 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Oct. 4, 1870.

LIMITED IN CHANCERY.

Salkeld and Company (Limited).—Petition for winding up, presented Sept. 20, directed to be heard before Vice-Chancellor Bacon, at the Barrington Arms Inn, Shrivenham, Berks, on Oct. 13. Hill & Hoyle, Cannon-street, for Hoyle & Co, Newcastle-upon Tyne, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Sept. 30, 1870.

Druids Friendly Society, George-Inn, Alnesbury, Wilts. Sept. 26.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 30, 1870.

Barnes, Ann, Haverinatte-Bower, Essex, Widow. Oct 24. Boys & Tweedies, Lincoln's-inn-fields.

Beckett, Laura Eliza, Bedford-pl. Russell-sq, Widow. Oct 31. Levy, Surry-st, Strand.

Burn, Wm, Stratton-st, Piccadilly, Architect. Nov 7. Miller & Smith, Watling-st.

Cates, Hy, Wilton-mews, Wilton-st. Belgrave-sq, Job Master. Oct 31. Smith & Son, Furnival's-inn, Holborn.

Eden, Wm, Norton, Durham, Brewer's Clerk. Nov 8. Crosby, Stockton-on-Tees.

Furniss, Martin, Mansfield, Nottingham, Gent. Nov 12. Parsons, Mansfield.

Green, Willoughby, Leeds, Machinist. Dec 1. Yewdall, Leeds.

Gresty, Geo, Middlewich, Chester, Ironmonger. Oct 27. Cooke, Middlewich.

Hardman, Martha, Oak-hill, nr Rawtenstall, Lancaster, Widow. Oct 29. Woodcock & Sons, Haslingden.

Jenkins, Thos, Wilson st, Finsbury, Milkman. Oct 22. Lott & Rogers, Bow-lane, Cheapside.

Lynch, Hy Jas, Harrowgate, York, Inspector of Schools. Dec 1. Leadbitter, Newcastle-upon-Tyne.

Lowe, Alice, Higher Broughton, nr Manch. Dec 5. Withington & Petty, Manch.

Maeers, Edward, Sutton, Surrey, Builder. Nov 7. Purrier & Son, Union-ct, Old Broad-st.

Mendham, Wm, Admaston, Stafford, Farmer. Oct 26. Charles, Rugeley.

Miller, Mary, Seymour-st, Connaught-sq, Spinster. Dec 1. Blachford & Riches, Gt Swan-alley, Moorgate-st.

Millett, Hannibal Curnow, Okehampton, Devon, Esq. Oct 31. Coode & Co, Bedford-row.

Moore, Wm White, Grove-end-rd, St John's-wood, Retired Colonel. Oct 31. Emslie & Co, Leadenhall-st.

Payne, Wm, Hatchlands, Cuckfield, Sussex, Esq. Nov 24. Tamplin & Taylor, Fenchurch-st.

Royston, Wm, Uttley, York, Gent. Nov 5. Pickop, Blackburn.

Relfe, Hy, Charterhouse-bldgs, Bookseller. Oct 29. Armstrong, Old Jewry.

Seymour, Edward, or Seaman, Mayfield, Sussex, Brick Maker. Nov 4. Sprott, Mayfield.

Silver, Geo Griffiths, Kennington-lane, Master Baker. Oct 30. Shaen & Grant, Kennington-cross.

Smith, Mary, Quarrygill, Cumberland, Spinster. Nov 1. Boote & Edgar, Manch.

Wing, Chas, Bridge-rd, Hammersmith, Surgeon. Oct 31. Wing & Duncan, Gray's-inn-sq.

TUESDAY, Oct. 4, 1870.

Barrow, Samuel, Leicester, Gent. Oct 31. Stretton.

Everett, Edward, East Harnham, Wilts, Esq. Oct 30. Wilson & Co, Salisbury.

Garford, Arthur, Epsom, Surrey. Dec 1. Markby & Tarry, Coleman-st.

Gray, Sarah, Britford, Wilts, Widow. Oct 30. Wilton & Co, Salisbury.

Grimwood, Harriett, Lucy-rd, Upper Holloway, Spinster. Nov 4. Girdwood, Verulam-bldgs, Gray's-inn.

Gurney, Edmund, Clevedon, Somerset, Grocer. Oct 21. Woodforde.

Knowland, Geo, Bristol, Licensed Victualler. Jan 10. Benson & Elletson, Bristol.

Lauder, Robert, King Henry-st, Stoke Newington, Licensed Victualler. Nov 14. Cronin, Southampton-row, Bloomsbury.

Lopes, Susan Gibbs, Upper Grosvenor-st. Dec 1. Domville & Co, Newsq, Lincoln's-inn.

Richmond, Thos, Stockton-on-Tees, Durham, Esq. Oct 31. Newby & Co, Stockton-on-Tees.

Sullivan, Timothy, Spencer-st, Shoreditch. Nov 3. Watson, Finsbury-pl South.

Voss, Wm, West Bucknowle, Dorset, Esq. Oct 31. Marshfield, Wareham.

Womersley, Benj, Brighouse, York, Farmer. Oct 10. Chambers & Chambers, Brighouse.

Bankrupts.

FRIDAY, Sept. 30, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cousons, Thos Bagley, Cornhill, Ship Valuer. Pet Sept 28. Hazlitt. Oct 13 at 11.30.

Haines, Joseph Chas, Duke-st, Manchester-sq, Auctioneer. Pet Sept 24. Murray. Oct 10 at 1.

Weaver, S. W. Essex-rd, Islington, Grocer. Pet Sept 26. Hazlitt. Oct 10 at 1.

To Surrender in the Country.

Brocklebank, Thos Rose, Barnsley, York, Boot Dealer. Pet Sept 28. Bury. Barnsley, Oct 13 at 11.

Davis, Richd Owen, Milton-next-Gravesend, Kent, Licensed Victualler. Pet Sept 28. Acworth. Rochester, Oct 14 at 12.

Dixon, Wm, & Emma Clarkson, Holbeck, Leeds, Drapers. Pet Sept 27. Marshall. Leeds, Oct 14 at 11.

Lee, Jas, Exeter, Builder. Pet Sept 26. Daw. Exeter, Oct 12 at 1.

Quiggin, Thos, Birkenhead, Cheshire, Boot Dealer. Pet Sept 28. Wason. Birkenhead, Oct 13 at 10.

Spanton, Alfd, Hunstanton, Norfolk, Attorney. Pet Sept 27. Partridge. King's Lynn, Oct 11 at 11.

Thurlow, Lancelot, Newington, nr Sittingbourne, Kent, Tailor. Pet Sept 28. Acworth. Rochester, Oct 25 at 2.

TUESDAY, Oct. 4, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bath, Edwd John, High-st, Whitechapel, Printer. Pet Sept 30. Hazlitt. Oct 17 at 12.

Frith, Joseph, Trinity-sq, Tower-hill, Hotel-keeper. Pet Sept 30. Hazlitt. Oct 17 at 11.

To Surrender in the Country.

Gowland, Thos Stafford, Eastbourne, Sussex, Bookseller. Pet Sept 29. Blaker. Lewes, Oct 17 at 12.

Hill, John, Lpool, Metal Broker. Pet Sept 30. Hime. Lpool, Oct 19, at 2.

Lawson, John, jun, Whitstable, Kent, Builder. Pet Oct 1. Callaway. Canterbury, Oct 31 at 2.

Lord, Wm, Oldham, Lancashire, Cotton Waste Dealer. Pet Sept 29. Buckley. Oldham, Oct 17 at 11.

Michell, John, Newton Abbot, Devon, Draper. Pet Oct 3. Daw. Exeter, Oct 15 at 11.

Potts, John, & Jas Cliff, Lpool, Brewers. Pet Sept 29. Hime. Lpool, Oct 18 at 2.

Ruane, Jas, Sale, Cheshire, Coach Proprietor. Pet Sept 29. Kay. Manch, Oct 27 at 9.30.

Rylands, Joseph, Kingston-upon-Hull, Cotton Spinner. Pet. Phillips. Kingston-upon-Hull, Oct 17 at 11.

Sinclair, Robert, South Mims, Middx, Victualler. Pet Sept 28. Harris. Barnet, Oct 18 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 30, 1870.

Atkinson, Benj, Leeds, Innkeeper. Sept 23.

GRESHAM LIFE ASSURANCE SOCIETY

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 15, 1870.

COUNT BERNSTORFF has written to Earl Granville again about the export of rifles, &c., by British manufacturers to French buyers. It is very significant that in a communication which, in small print, occupies three columns of the *Times*, Count Bernstorff adduces nothing whatever upon the question on which the matter turns—viz., what is the international law as to the trade of the subjects of neutral powers. He says :—

"The present controversy simply centres in the question whether the refusal of her Majesty's Government to prohibit the export of arms is not at variance with the still unaltered general rules of international law regarding the duties of neutrals towards belligerents, and with the laws of this country not yet repealed by the Legislature for the better fulfilment of these duties. That such is the case I believe I have proved by the existing facts and the laws themselves."

The question is—By the rules of international law is or is not a neutral power required to lay her hand on the commerce of her own subjects so as to prevent their trafficking in arms or other contraband? If the answer be in the negative the matter is at an end. Now, Count Bernstorff has expended a considerable amount of writing on an argument that, under the Customs Consolidation Act (16 & 17 Vict. c. 107), her Majesty's Government have the power to stop this export of rifles; but has uniformly shirked the point of international law by affecting to assume it on his own side. The reason is obvious.: the rule of international law, as well established as any international rule can be, is that the neutral is not required or expected to interfere with the trade of her subjects; but if they engage in a contraband trade and are damnified, she is not to expect redress for them. Kent, Wheaton, and all the accepted modern authorities are unanimous on the point; we will, therefore, only cite the following :—

"It was contended on the part of the French nation in 1796, that neutral Governments were bound to restrain their subjects from selling or exporting articles contraband of war to the belligerent Powers. But it was successfully shown on the part of the United States, that neutrals may lawfully sell at home to a belligerent purchaser, or carry themselves to the belligerent Powers, contraband articles subject to the right of seizure *in transitu*. This right has since been explicitly declared by the judicial authorities of this country. The right of the neutral to transport, and of the hostile powers to seize, are conflicting rights, and neither party can charge the other with a criminal act."—Kent's Comm. 142.

This principle was affirmed by the United States Supreme Court in the celebrated judgment reported in the 7th volume of Wheaton's Reports, which has been received on all sides as a just exposition of the point, if any were needed. The material passage is as follows:—

"There is nothing in our law, or in the law of nations, that prohibits our citizens from sending armed vessels, as well as munitions of war to foreign ports for sale. It is a commercial venture which no nation is bound to prohibit, and which only exposes the persons engaged in it to the penalty of confiscation."

There can hardly be anything more explicit than the foregoing. These same passages were adopted with emphatic approval, as correctly laying down the principles of international law, by Lord Westbury, when Lord Chancellor, in 1865, in the well-known blockade-running case of *Ex parte Chavasse, Re Grazebrook* (6 N. R. 6). There is, therefore, not the shadow of a case for requiring England to restrain the trade in arms which her subjects, *inter alios*, are now carrying on with French subjects.

There is one exception which the international law recognises to this non-interference—viz., that of a trade in armed vessels; and that exception has been made, we suppose, because an armed and equipped vessel is not distinguishable practically from an "armament."

We have been at the pains to point out the foregoing at some length, because the true posture of the matter seems to have been the subject of some misapprehension. As the rules of international law do not require the neutral to interfere with her subjects' trade, it is beside the matter to go into the question whether or no, under her existing municipal law, she has the power to do so. Therefore, when Count Bernstorff says that our Government might prohibit the obnoxious traffic under the Customs Consolidation Act, by proclamation or Order in Council, the statement, however true, is irrelevant. Our neutrality does not require us to take such action, and, in point of fact, as such action, if taken, would operate for Prussia and against France, it might be complained of by the latter.

But there is another distinction which we must point out—viz., this, that though a belligerent has no right to call on a neutral to do that which her neutrality does not require her to do, merely because her municipal law is such that she *might* do it without infringing that: the case is different where the neutral *has* a municipal law absolutely *forbidding* the trade. The neutral was not bound to make any such law, but having made it either belligerent may fairly require her to enforce it. In that case the neutral has actually interfered with the trade, and the belligerent may require that the interference should be exercised with uniformity. It is this that makes it so much better for a neutral to abstain from meddling with her municipal law. Prussia, during the Crimean war, had a municipal law forbidding the export, which law she allowed her subjects systematically to disregard. England complained of the infraction, but without success. In the present case the position of the parties is reversed. We are the neutral, and Prussia the belligerent; but in our case our subjects are infringing no municipal law, because we have none; and our neutrality does not require—nay, forbids, our using the power we possess of making one. Prussia then said, "I go, Sir," and went not. England now says, "It is not my duty to go, and I will not go;" and she does not go. Which is the better attitude?

We confess to having been puzzled by Count Bernstorff's statement that in the war between Prussia and Denmark, our Government did actually instruct the Commissioners of Customs to lay hands on all exports of arms, thus seeming to do what our neutrality did not require. But that matter has been cleared up by our contemporary the *Pall Mall Gazette*, who informs us that the Danish ambassador obtained this order by virtue of a special treaty concluded between England and Denmark, bearing date A.D. 1670.

But there is another statement in Count Bernstorff's communication which certainly calls for an explanation from the Foreign Office. Count Bernstorff says that on his complaining to Earl Granville of particular shipments specified by him then and there, he received assurances "that inquiries should be made at once" or requests that more precise information should be furnished. Now, considering that the reply which her Majesty's Government has to make to all requests for interference is, that

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none will be made because international law requires none,—any temporising or holding out hopes of any such interference would be an error of which we cannot believe that Earl Granville would be guilty. There must surely be some mistake here; perhaps the Prussian Embassy may have confounded some suspected case of an armed vessel, which of course would be within the Foreign Enlistment Act, with the mere cases of contraband shipments. Whatever the explanation may be, one is certainly required.

One can easily understand that, with winter coming on, with Paris and Metz still untaken, and a population arming themselves to harrass the hostile armies, Count Bernstorff has received instructions from his Government to get the export stopped if he possibly can, but let the matter be twisted and turned as it may, there is no controverting the plain rule of international law laid down in the passages which we have cited.

THE LIMITED OWNERS' RESIDENCES ACT of last session, the object of which is to enable tenants for life and other "limited owners" to build or improve "residential mansions" and charge the estates with the outlay, is the measure which, when as yet it was only a bill, was known as the Mansions on Settled Estates Bill; and the provisions of this Act, adopting the procedure of the Lands Improvement Act of 1864, suggests the reflection that there is very great occasion for a consolidation of the Lands Improvement Acts in general. To explain what we mean: it is probably familiar to every law student who has studied "Williams on Real Property," that an Act of 1845 (8 & 9 Vict. c. 56), provides a procedure by which certain tenants for life and other "limited owners" enumerated in the 3rd section of that Act may obtain permission to charge the hereditaments with the costs of drainage, warping, irrigation, or embankment improvements, the principal and interest to be repaid by annual instalments not less than fifteen or more than twenty-five in number. Under this Act the application is to be made by petition to the Court of Chancery, and the judge may without hearing any counsel or solicitor order a reference to inquire into the case, and may finally on a favourable report grant a certificate in favour of a charge for such sum as the officer shall certify to be appropriate. There is no provision in this Act as to the assent or dissent of any of the parties entitled in reversion or otherwise, but the written consent of the actual occupier of the land proposed to be drained, &c., is a *sine quâ non*. Some orders in Chancery were made for the procedure under the Act, which orders since the Chancery Amendment Act, 1856, are justly described in all the text-books as practically obsolete though not abrogated. We have, therefore, an Act in force for the assistance of these tenants for life, &c., referring them to the Court of Chancery, which provides no rules for their guidance.

The Lands Improvement Act, 1864 (27 & 28 Vict. c. 114), provides for the same thing by a totally different machinery, and the charge is not as in the former Act, required to be paid off by instalments. The application is now to be made to the Inclosure Commissioners, notice is to be served on parties interested in reversion, &c., and it is on their dissent only that an application is to be made in Chancery, and then not as in the former Act by petition, but by summons in chambers.

Why there should be two such different procedures open for doing the same thing it is impossible to conceive. If the Act of 1864, was intended to provide the requisites for all such emergencies, why was not the Act of 1845 repealed? The Act of 1864 proceeds to lay out the ground occupied by the existing Act as if no such Act existed. The explanation probably is that the Act of 1845, having fallen into disuse, the draftsman who drew the bill in 1864 had never heard of it. This is a sample of the manner in which Acts are drafted.

ONE PARAGRAPH in Count Bernstorff's communication to Earl Granville is rather amusing—viz., that in which he takes credit to Germany, in support of her request, for

"Applying reciprocally, in the Danish and the Austrian wars, and without regard to reciprocity, in the present war, the principle aimed at by the majority of the whole commercial world—namely, the security of private property at sea, a principle the adoption of which proved to be unattainable at the Congress of Paris in 1856."

Now, considering that Prussia has had no navy to speak of, she can hardly claim to score much for proclaiming "security of private property at sea." France, in need of foreign coal, announced at the beginning of the war that she would not treat coal as contraband. Prussia, with her foreign trade unprotected, and no means of retaliating on her enemy's, announced "security of private property at sea," and one announcement was about as disinterested as the other.

CONSPIRACY.

It may be said without much fear of contradiction that there is no crime known to the English law which is so vague and uncertain as the crime of conspiracy. There is absolutely no definition of the offence approaching to accuracy to be found in the books, and consequently, as conspiracy is a common law and not a statutory offence (except in some few cases), it is impossible to ascertain with certainty what are the necessary ingredients to constitute this crime. The law of conspiracy at the present moment is nearly as unsettled as was the law of treason before the famous treason statute of 25 Edw. 3. The mere statement of one or two of the commonest definitions of conspiracy will amply establish the truth of what we say. In Russell on Crimes, 4th ed. vol. 3, pp. 116, 117, it is said, following the words of former authors or of judgments, that "all confederacies whatsoever wrongfully to prejudice a third person are criminal at common law." "Conspiracy is a crime which consists either in a combination or agreement by persons to do some illegal act, or a combination or agreement to effect a legal purpose by illegal means." And again, "the crime of conspiracy is complete, if two or more than two should agree to do an illegal thing that is to effect something in itself unlawful, or to effect by unlawful means something which in itself may be indifferent or even lawful." In Archbold's Criminal Law, 16th ed. p. 870, there is an attempt to describe the different classes of agreements which amount to conspiracies, but no definition of conspiracy is given. In this article we shall not attempt to give any exhaustive definition of conspiracy, but we will endeavour to show what agreements can be classified as undoubtedly criminal, and we shall also notice other agreements which have been held to be conspiracies, although not falling within any well-defined general class. By this method we shall at all events ascertain how much is clear and how much is doubtful in this branch of law.

An agreement to do or assist in doing or in causing to be done certain acts is in itself a crime, and is called a conspiracy. The essence of the crime is the agreement, and the crime is complete when the agreement is made, although nothing is done under the agreement. In order to ascertain what is the crime of conspiracy it is necessary to know what are those acts, the mere agreement to do which is punished by the criminal law. The definitions we have noticed do not answer the question, because they are all thoroughly ambigous. They speak of an agreement "wrongfully to prejudice," "to do an illegal act," &c., but these words convey no clear idea. An illegal or wrongfully prejudicial act may be a criminal act or one which merely gives a right of civil action. These definitions do not show in what sense "illegal" is used. Again, as we shall presently see, there are some acts which do not form the ground of either civil or criminal proceedings, if done by an individual, and yet

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an agreement by several persons to do such acts may be criminal. The wording of the definitions might be read so as to exclude these cases. We must, therefore, turn to the reported decisions and examine them for ourselves. The acts, the agreement to do which is criminal, may, if committed without any agreement, be (1) criminal; or (2) unlawful, that is, giving rise to civil proceedings only; or (3) not unlawful, that is, not giving rise to any proceedings, civil or criminal. With the first of these classes—viz., criminal acts, we have no difficulty. It may be broadly laid down that any agreement to commit a crime is itself a crime, and punishable, although no further criminal act is committed or even attempted. This proposition seems to be necessarily included in almost every definition of conspiracy. Under this head fall by far the larger number of cases in which agreements have been held criminal, as, for instance, to obstruct the course of public justice (*Rex* v. *Mawbey*, 6 T. R. 619; *Reg* v. *Hamp*, 6 Cox, 167); to injure the public health by selling unwholesome provisions (*Reg.* v. *Mackarty*, 2 Ld. Raym. 1179, and 6 East, 141); agreements to obtain money by fraudulent means, treasonable and seditious conspiracies, and conspiring to murder, wound, rob, or libel, &c., &c. Any of these acts would be criminal, and the agreement to commit them is therefore *per se* a crime. It is in the second and third class of acts that the vagueness of the law appears, and we fear that no general rule can be laid down for ascertaining what are and what are not the acts the agreement to do which is a crime. First, of agreements to commit acts which, if committed, would give a right of action to the person injured. It has never yet been clearly decided (although, as we have seen, definitions may be said to go to this length) that an agreement to commit a *tort* is necessarily a conspiracy. In *Rex* v. *Turner* (13 East, 228), Lord Ellenborough expressly decided that it was not a conspiracy to agree to commit a trespass by going upon the land of another person, such agreement being merely "to commit a civil trespass." This decision has been overruled in *Reg.* v. *Rowlands* (17 Q. B. 671), but on the ground that the defendants in *Rex* v. *Turner* agreed to go upon the prosecutor's land armed for the purpose of opposing any persons who obstructed them. *Reg.* v. *Rowlands*, therefore, by no means decides that a mere agreement to commit a trespass is a crime. These seem the only decisions on this precise point, and we must, therefore, assume on the present state of authority that an agreement to commit a *tort* is not necessarily a conspiracy.

There are, however, several heads of *torts* the agreement to commit which undoubtedly is a conspiracy. One of the cases of this sort of most frequent occurrence is an agreement to prosecute a person falsely for an alleged crime. If this is done by an individual it may give the person prosecuted a right of action for malicious prosecution, but he cannot proceed criminally against his accuser. If several agree to do this act the agreement is a crime (see 33 Ed. 1 st. 2; Coke 3 Inst. 143; Hawk. P. C. Bk. 1, c. 72; *Reg.* v. *Best*, 2 Ld. Raym. 1167). In the same way to slander a man may be actionable, but is not criminal, and yet it seems that to agree to slander a man is a conspiracy. There is not much authority for this proposition, but it is probable that such would be the decision if the point were to come now before the courts. (see *Rex* v. *Rispal*, 1 W. Black. 368). So also to agree to charge a man falsely with being the father of a bastard has been held to be criminal (*Reg.* v. *Best*, 2 Ld. Raym. 1167). When this case was decided the act charged was an ecclesiastical offence. At the present time, however, it would be certainly a defamatory charge, and on this ground the decision might be followed. These seem to be the principal (we cannot safely say the only) classes of cases in which it is clear that an agreement to commit a mere civil wrong is a crime. There appears to be no authority to show whether an agreement to break a contract or to procure the breach of a contract would or could be a conspiracy.

Acts which are neither criminal nor tortious, but the agreement to do which is criminal, form the third class with which we have to deal. These may be divided into two classes those opposed to morality and to the course of trade. Agreements to procure the commission of immoral acts have been held to be conspiracies. Thus fornication is not unlawful, but an agreement to procure a woman to have illicit connection with a man is a conspiracy (*Reg.* v. *Mears*, 2 Den. C. C. 79); so also is an agreement to induce a woman, whether chaste or not, to become a prostitute (*Reg.* v. *Howell*, 4 F. & F. 160; see also on this point *Rex* v. *Lord Grey*, 9 St. Tr. 127, and *Rex* v. *Delaval*, 3 Burr. 1434). Cases falling directly within the authority of these decisions would be clear enough, but the judgments in these cases do not lay down any clear rule as to the extent to which this principle will be carried.

Again, agreements in restraint of trade are not only void, but have formerly sometimes been held to be criminal as conspiracies. It is no offence against either the criminal or the civil law for a workman to refuse to work except at such wages as he chooses; so also a master may fix what rate of wages he is willing to pay. Thus "in the case of journeymen conspiring to raise their wages, each may insist on raising his wages if he can, but if several meet for the same purpose it is illegal, and the parties may be indicted for a conspiracy" (*Rex.* v. *Mawbey*, 6 T. R. per Ashurst, J., at p. 636; see also *Hilton* v. *Eckersly*, 24 L. J. Q. B. 253, per Crompton, J.; also *Hornby* v. *Close*, 15 W. R. 336; *Farrer* v. *Close*, 17 W. R. 1129; and *Reg.* v. *Stainer*, 18 W. R. 439). The law respecting combinations of workmen or employers with regard to the rate of wages has given rise to many statutory provisions, by which the old common law rules have been much modified, and it seems that such agreements would not now be held to be criminal, although they may still be treated as void contracts (see *Reg.* v. *Stainer*, 18 W. R. 439).

There have been also some cases in which agreements to procure the marriage of a pauper of one parish to a pauper of another, in order to charge one of the parishes with the maintenance of both, have been held to be conspiracies. These cases are, however, somewhat peculiar. Want of space prevents our doing more than merely noticing these last two classes of cases. It has been held also that an agreement to hiss an actor in a theatre is criminal, although any person may legally hiss without such an agreement (*Clifford* v. *Brandon*, 2 Camp. 369, and note 372; see also *Gregory* v. *Duke of Brunswick*, 6 Man. & Gr. 953, 3 C. B. 481). In *Clifford* v. *Brandon* this decision is rested on the ground that the agreement was to commit a riot, and on this principle the case would fall within the class of agreements to commit a crime. It is difficult to see on what other ground such a decision could be supported. In *Vertue* v. *Lord Clive* (4 Burr. 2472) it seems to have been held that a combination of officers in the military service of the East India Company to throw up their commissions in order to force the company into certain measures, was a criminal act. The case is of a somewhat unusual character, and does not throw any light on the general law of conspiracy. The result of what we have said is that all agreements (1) to commit a crime, (2) to charge any person falsely with a crime or to slander anyone, (3) to do such acts against morality as we have mentioned, are in themselves crimes. This list, however, does not necessarily include all the agreements that are criminal, but we think it includes all those classes of agreements which formerly have been and which now clearly would be held to be crimes. That we cannot give a better description of the crime of conspiracy is owing to the state of the law, which does not furnish us with the necessary materials.

The *Edinburgh Courant* states that Sir J. D. Coleridge, the Solicitor-General, is to deliver the opening address at the ensuing lecture session of the Edinburgh Philosophical Institution.

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JUDICIAL STATISTICS, 1869.

PART I (*continued*).

There is a considerable diminution in the number of persons sent for trial for criminal offences in 1869 as compared with 1868, the numbers having been 20,091 in 1868 and 19,318 in 1869, a decrease of 3·8 per cent. The number for trial for murder in 1869 was 63 against 71 in 1868; for attempts to murder 52 against 39; for shooting at, stabbing, wounding, &c., 148 against 142; for manslaughter 216 against 269; for burglary 704 against 748. No commitments for treason felony took place in 1869, in 1868 there were 15 commitments for this offence. Of the 19,318 persons for trial 8,368 were tried at County Quarter Sessions Courts, 2,515 at the Middlesex County Sessions, 3,617 at Borough Sessions Courts, 3,546 at Circuit Assize Courts, and 1,272 at the Central Criminal Court. As a result of the proceedings against these 19,318 persons 4,945 were either acquitted on trial, or discharged through no bills being found against them or through not being prosecuted; in 1868 5,015 were so acquitted or discharged. In the case of 33 a verdict of insanity or of acquittal on the ground of insanity was found, and they were accordingly detained as insane; 18 were sentenced to death, 2,006 to penal servitude, 11,745 to imprisonment, 257 were sent to reformatories, and 314 were fined or discharged on sureties, making a total of 14,340 convictions as against 15,033 in 1868. The number of persons sentenced to death in 1869 was less than in any year since 1857, and it may be presumed (as the returns go back no further than 1857) less than it has ever been within the memory of man. Of the 18 persons so sentenced two were females, in both of whose cases the sentence was commuted to penal servitude for life. Of the 16 males sentenced to death 10 were executed; the sentences of four were commuted to penal servitude for life, that of one was commuted to twelve months' imprisonment with hard labour, and in one case the conviction was quashed by Court of Criminal Appeal.

Attention is called in the returns to the striking diminution in the severity of the sentences in 1869 as compared with 1857. In 1869 the death sentences are 18, or 1 to 796·6 of the total convicted; in 1857 54, or 1 to 283·4. The sentences for life in 1869 are 8, or 1 to 1792·5 of the total convicted; in 1857 35, or 1 to 437·3; in 1869 the sentences for above 15 years are 15, or 1 to 956; in 1857, 41, or 1 to 373; in 1869 the sentences for 15 years and above 10 are 43, or 1 to 333·5; in 1857, 133, or 1 to 115. The penal servitude sentences for 10 years and under in 1869 are 1 to 7·4 of the total number convicted; in 1857, 1 to 6·4. Under the provisions of the Habitual Criminals Act, 1869 (32 & 33 Vict. c. 99), it appears that of 5,638 persons for trial between the 11th August and the 31st December, 1869, 1,117 or 19·8 per cent. on conviction became subject to police supervision, previous convictions having been proved against them. Of these 1,117 the sentences of 6 were detention in reformatories; of 190 to six months' imprisonment; of 344 to between six and twelve months' imprisonment; of 163 to more than twelve months' imprisonment; and of 414 to different terms of penal servitude. In a small proportion only of the cases was any diminution of the full period of police supervision directed by the Court.

During the year 1869 24 cases were submitted for the decision of the Court of Criminal Appeal as against 25 in 1868; in 15 of these the conviction was affirmed and in 7 reversed; one case was reserved to be argued before all the judges, and one was remitted for the purpose of being restated.

The returns given of the sums paid by her Majesty's Treasury on account of criminal prosecutions being as usual a year in arrear, relate to the year ending 31st of December, 1868. These show that the payments on account of criminal prosecutions in 17,231 indictments amounted to £137,299 6s. 8d., or an average of £7 19s. 4d. in each case. The amount so paid in respect of 16,802 indictments in the previous year was £132,764 15s. 9d., being an average of £7 1s. 9d. for each case, so that the average cost of each case was 17s. 7d. more in 1868 than in 1867. The payments from the same source in respect of 19,345 cases under the Criminal Justice Act and the Juvenile Offenders Act amounted to £18,906 17s. 10d., being an average of 19s. 9d. in each case; the amount so paid in respect of 17,529 such proceedings in 1867 was £17,294 14s. 7d., being an average of 19s. 8d. in each case.

Under the heading of prisons it appears that there were during the year 1869 173,115 persons committed, which is 14,635 more than in 1868. The following table shows the different classes committed and the numbers under each class:—

Remanded and discharged	11,485
For trial at assizes and sessions	17,242
Convicted at assizes and sessions (not previously in custody)	1,880
Convicted summarily	123,552
Want of sureties	3,095
Debtors and on civil process	13,248
Military and naval offences	2,613
	173,115

Among the prisoners committed there were 57,258 who had been previously committed, 23,228 of whom had been previously committed once, 10,233 twice, 5,900 thrice, 4,023 four times, 2,670 five times, 3,380 six or seven times, 2,820 eight, nine, or ten times, and 4,954 more than ten times. Again, the fact is recorded that by far the largest number of criminals committed to prison are between the ages of twenty-one and thirty. The proportion which the criminals under sixteen years of age committed to prison bears to the total number of criminals committed is 6·5 per cent. Of the total number of criminals committed, 54,951 could neither read nor write, 96,270 could read, or read and write imperfectly, 4,782 could read and write well, 227 had received a superior education, and the degree of instruction of 1,024 was not ascertained.

In addition to the 173,115 prisoners, including debtors, &c., and naval and military prisoners, committed during the year, there were 19,674 in prison at the commencement of the year, making a total of 192,790, of whom 13,834 were debtors. Out of this number of prisoners 167,177 were discharged on the termination of their sentence, others were removed to Government and other prisons, reformatory schools, and lunatic asylums, 10 escaped, 19 committed suicide, 220 died and 8 were executed. At the end of the year 20,456 remained in prison, of whom 529 were debtors. Those remaining at the end of the year were in number 781 more than at its commencement. The greatest number of prisoners at any one time was 24,895, and the daily average 20,030, being 1,403 more than in 1868. Prisoners committed to hard labour numbered 101,521, exceeding the number of the previous year by 7,971. The number of deaths from natural causes amongst these prisoners was 220, being 15 less than the average in the five previous years, but 20 more than in 1868. There were 76,759 cases of slight indisposition, 6,525 cases of sickness sent to the infirmary, and 165 cases of insanity. Each of these numbers is higher than those of 1868.

Punishments for infraction of prison discipline were as follows:—

Whipping	188
Irons or handcuffs	97
Solitary or dark cells	18,014
Stoppage of diet, &c.	47,668
	65,967

And in thus setting out the number and nature of the punishments it is necessary to state that they were in number 4,770 more than in 1868. This may perhaps be accounted for by the fact that the warders and subordin-

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ate officers were in smaller proportion to the number of prisoners than in the previous period.

The cost of prison establishments comprises—buildings and establishment charges, £251,617 18s. 2d.; officers, £224,577 15s. 1d.; and prisoners, £164,122 17s. 3d.; making a total of £650,318 10s. 6d.; or, excluding extraordinary expenses, of £498,809 1s. 2d. In the total amount there is a decrease in 1869 of £51,060 9s. 1d.; but this decrease appears to be wholly due to the lowering of the amount of extraordinary charges; there is an increase on the items of "ordinary annual charges" and "officers" more than sufficient to counterbalance the small sum of £1,537 saved under the head of "prisoners"; so that, while the saving under the head of "extraordinary expenses" amounts to £54,241 17s. 5d., the actual saving under all heads amounts only to £51,060 9s. 1d., and the net increase in the annual expenditure on prisons is £3,181 8s. 4d. The average charge per prisoner was £31 17s. 8d., or, omitting extraordinary charges, £24 16s. 9d.; the first amount being £5 2s. 7d., and the second £1 3s. 11d. less than in 1868.

The average yearly charge per prisoner in each prison depends upon the expenditure of each separate establishment, the staff of officers, and the daily average number of prisoners. The prison in which the average cost of a prisoner was highest was Oakham, where the sum was £139 1s. 3d., and the lowest average was £16 10s. 1d., at Devonport Borough Prison.

The funds from which these costs were defrayed comprised £40,099 19s. 4d., derived from the profits of prisoners' labour; £338,850 9s. 10d., from county rates; and £106,705 17s. 5d. from public revenue, together with other amounts from other sources.

The returns relating to convict prisons show that at the commencement of the year 10,065 prisoners were undergoing sentence; that 60 were removed during the year to Gibraltar, 14 to county gaols, reformatories or lunatic asylums; 1,014, including 877 on ticket-of-leave, were discharged during the year; 113 died; and at the end of the year 8,864 remained in prison. In 1868 the number of prisoners who died was only 95. There were 14,288 punishments inflicted upon convicts in 1869 as against 10,319 in 1868. The total cost of convict prisons was £276,324 7s. 1d., being an average of £32 4s. 3d. per head, or 15s. 6d. less than in 1868. Convict labour for the year is valued at £155,537 6s. 10d.

In the whole of England and Wales there are 50 reformatory schools, to which, during the year 1869, 1,294 offenders were committed, being less by 28 than the number for the preceding year. Including the number in 1869, the total number of commitments to reformatories since the passing of the Act of the 17th & 18th Vict. c. 86, amounts to 15,366. At the commencement of the year these reformatory schools contained 4,203 offenders, and at the end of the year there remained 4,318 under detention. Of those committed during the year, 656, or more than half the number, had been previously convicted; 630 could neither read nor write; 561 could do so, but imperfectly, and 103 could read and write well. Her Majesty's Treasury paid towards reformatory schools £63,969 9s., being £1,659 19s. 7d. more than in 1868, and the amount recovered from parents was £2,900 1s. 3d., or £55 17s. more than in the same period.

The Middlesex Industrial School at Feltham contained, at the commencement of the year, 388 offenders, and during the year 124 were committed, making a total of 512, of whom 88 were discharged by order of the Secretary of State, 93 on completion of their term, 2 absconded, 1 was removed, and 1 died, leaving 327 under detention at the end of the year. The gross cost per head, which is defrayed out of the county rate, was £27 8s. 3d. in 1869 and £29 2s. 1d. in 1868.

In the 55 industrial schools (including Feltham) certified by the Secretary of State were contained 3,296 offenders; 1,545 were committed during the year, 483 were discharged, and 4,218 remained under detention at the end of the year; all the offenders so committed were under fourteen years of age. The cost of the children for the year amounted to £64,977 11s., of which £1,723 17s. 3d. was received from parents; in 1868 the cost was £36,832 11s. 3d., and £1,245 3s. was received from parents.

Criminal lunatics under detention in the different asylums, hospitals, and licensed houses during the year amounted to 747, of whom 644 were at Broadmoor State Asylum, and 186 in county asylums. Under the Act 30 Vict. c. 12, pursuant to which criminal lunatics whose term of punishment has expired are not afterwards to be considered as criminals, but are to be treated as pauper lunatics, 70 lunatics ceased during the year to be considered as criminals, making, with the numbers of the two previous years, 899 to whose cases the provisions of the Act have already applied. The number of criminal lunatics under detention at the commencement of the year was 585, and 162 were committed during the year, making up the before-mentioned number of 748. Of this number 35 died, 8 escaped, 18 became sane and were discharged, 8 were removed sane for trial or punishment, 4 were removed to other asylums, and 70 ceased to be criminal lunatics under the before-mentioned Act, leaving 604 under detention at the end of the year. The total number during 1869 is less than the total number in 1868 by 206, following a decrease of 291 on the numbers for 1867. The average cost per head in the State Asylum at Broadmoor was £64 8s. against £67 4s. 9d. in 1867. For the 35 county asylums in which criminal lunatics were under detention during the year the average cost per head was £24 9s. 2d., against £25 1s. 2d. in 1868.

We do not observe in the returns for the period ending 29th September, 1869, so great and general an increase in the number of criminals as for many previous years, but while it is to be hoped that there is a relative decrease in the amount of crime, it is impossible to be satisfied that such is the case without the confirmatory evidence of more than one year's experience.

LEGISLATION OF THE YEAR.

CAP. XLV.—*An Act for establishing a district registrar of the High Court of Admiralty in England at Liverpool.*

The registry of the Court of Admiralty is the office in which all pleadings in the court are filed, and in which all the ordinary office work of the Court is transacted. The registrar, besides the superintendence of this business, has also the important duty of taking the accounts in causes and in settling questions as to the amount of damages to be paid, &c., after the points of law have been decided by the Court. Until now there has been but the one registry of the Court of Admiralty in England; as for the superior courts, there is but one office for each, where writs are issued and other similar business is transacted.

This statute now establishes in Liverpool "a registry of the High Court of Admiralty," the limits of which are to be fixed by orders in Council (section 2). The Liverpool registrar is to have, "in respect of any matter in his registry," all the powers of the registrar of the Court of Admiralty (section 8). Any suit may, by section 9, be instituted in the Liverpool registry when at the commencement of the suit—(1) the ship or property the subject of the suit is within the district of the registry; or (2) when the owners or majority of owners of the ship or property, or the managing owner of the ship or ship's husband reside within the district; or (3) when the port of registry of the ship is within the district; or (4) by agreement. No exclusive jurisdiction is given to the Liverpool registry, as it is expressly provided that nothing in the Act shall lessen the power of the Registrar of the High Court of Admiralty within the district of the Liverpool registry (section 19). An appeal to the

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Court of Admiralty from the orders of the Liverpool registrar is given by section 10.

The statute also contains provisions for the making of general orders, and for costs, and other matters of detail.

CAP. XLVI.—*An Act to amend the law relating to the occupation and ownership of land in Ireland.*

The Landlord and Tenant (Ireland) Act, deals, as its full title indicates, with two wholly distinct subjects. It aims at improving the terms on which tenants occupy land, and at facilitating the acquisition of land by the same class of persons as owners.

The provisions as to occupancy of land may be divided into three classes—first, those affecting land holdings subject to the Ulster tenant right or other customs which "in all essential particulars correspond with the Ulster tenant right custom"; secondly, those which affect holdings not subject to any such custom, or on which the tenant chooses not to rely on the custom; and thirdly, miscellaneous provisions applying equally to both kinds of holdings.

Holdings subject to the Ulster tenant right are dealt with mainly in the first section. It provides that "the usages known as, and in this Act intended to be included under the denomination of, the Ulster tenant right custom, *are hereby declared to be legal*, and shall, in case of any holding in the province of Ulster proved to be subject thereto, *be enforced in manner provided by this Act.*" The wording of this section is in several respects improved since the bill was first introduced into Parliament. In particular, the doubt which we pointed out at the time arising from the use of the term "usage" in the singular has been removed. There still remain many difficulties to be solved in determining what is a sufficient usage within the meaning of the section. And in the next section (section 2), which deals with usages out of Ulster, there is, in addition to those, the difficulty of deciding when a usage "*in all essential particulars* corresponds" with the various customs known as Ulster tenant right. These, however, are not, we think, at all insuperable obstacles to the working of the Act. But there is one defect in these sections, lying much deeper than any of these, and one which gives rise, we think, to almost the most serious problems arising out of the Act. These sections say that the Ulster custom and the other kindred usages *are declared or shall be deemed to be legal*, and *shall be enforced in manner provided by the Act*. The sections of the Act (section 16 and the following sections) which provide for the enforcement of tenants right, clearly contemplate, and are only adapted to the case of a money compensation payable by landlord to tenant. But how is this to apply to the Ulster custom. That is not a custom by which any compensation becomes payable, or indeed any transaction at all takes place between landlord and tenant. It is a custom by which the landlord sanctions or connives at a transaction between the incoming and outgoing tenant, and a payment by the latter to the former. The custom creates an inchoate right of property, and has often been described as a copyhold tenure in embryo. What then is the effect of the words we have quoted, and how is the custom to be enforced? Are the courts to invent a new kind of compensation not mentioned in the Act, in the nature of damages against a landlord for breach of the custom? Or will the custom be an answer to an ejectment by the landlord? Or will an action for damages or a suit for specific performance lie at the suit of the tenant? These are questions which will have to be decided.

We next come to tenancies not subject to tenant right, or in which the tenant does not assert such a right. With regard to them, two rights are conferred upon the tenant—a right to compensation for eviction, and a right to compensation for improvement.

Compensation to a tenant "disturbed in his holding by the act of his landlord," "for the loss which the Court shall find to be sustained by him by reason of quitting his holding" (the scale of compensation being limited), is to be given in the case of tenancies created after the passing of the Act, and tenancies from year to year, at a rent not exceeding £100, existing at the passing of the Act (section 3). A tenant evicted will ordinarily fall within this section; but he is not to do so if ejected for non-payment of rent (except in certain cases of tenancies already in existence) or breach of covenant against assignment, sub-letting, bankruptcy, or insolvency (section 9), or for the persistent exercise by the tenant of any right not necessary to the due cultivation of his holding, and from which he is debarred by express or implied agreement, or for unreasonable refusal to allow the landlord to enter (making due compensation) for mining, quarrying, cutting timber or turf, opening roads, &c., viewing the state of the holding, or sporting (section 14). The tenant will forfeit his right to such compensation, generally speaking, by sub-dividing or sub-letting. Arrears of rent or taxes, and sums payable for deterioration, are to be deducted; and holdings on leases for not less than thirty-one years are wholly exempted (section 3). So are occupation lands, holdings occupied by a tenant merely as a servant, lettings in conacre or for agistment, or for any mere temporary purpose, and cottage allotments not exceeding a quarter of an acre (section 15).

The second right conferred upon tenants of holdings not subject to the Ulster or other like usages, is the right to compensation for improvements. The provisions on this subject apply to existing and future tenancies alike (section 4); and they give compensation to a tenant *on quitting his holding* (not, as in the former case, only if disturbed by his landlord) for all improvements on his holding made by him or his predecessors in title, improvements including (section 70) "any work which being executed adds to the letting value of the holding and is suitable to such holding," and "tillages, manures, and other like farming works, the benefit of which is unexhausted." But no compensation is payable for improvements made before the passing of the Act and more than twenty years before the claim, except permanent buildings and waste lands, nor for improvements prohibited in writing by the landlord as being and proved by the Court to be calculated to diminish the general value of the landlord's estate, and made within two years after or during a term subsisting at the passing of the Act; nor for improvements made under a contract entered into for value; nor for improvements made in contravention of a written contract, such improvements not being "required for the suitable occupation of the holding or its due cultivation;" nor for improvements which the landlord has contracted to make, unless he has made default (section 4). Compensation for improvements is not to be given in the case of a holding under a lease made before the Act, which expressly excludes the right; nor in the case of a lease for not less than thirty-one years which does not specially provide for compensation, except for permanent buildings, reclamation of wastes, and unexhausted tillages and manures. A tenant who is quitting voluntarily cannot claim compensation if his landlord has given him permission to dispose of his interest in the improvements to an incoming tenant on reasonable terms (section 4). The same deductions are to be allowed, and the same rules as to sub-dividing and subletting apply as in the case of compensation for eviction; as do also the exemptions of the 13th section already stated.

All improvements are *primâ facie* to be taken to have been made by the tenant or his predecessors in title, except where they have been made before the last purchase of the lands by the landlord or those through whom he claims, or the tenant held under a lease, or they were made twenty years before the Act, or the holding is valued at more than £100, or the Court thinks, from the practice on the holding or the estate of which it forms part, or from the circumstances of the case, that such a presumption ought not to apply. And if the practice has been for the landlord to assist in improvement, the presumption is to be modified accordingly.

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With regard to the future, either party may register improvements in the Landed Estates Court.

In the case both of compensation for eviction and of compensation for improvement, the general rule will be that any contract in derogation of the right is void (sections 3 and 4); this provision to be in force, as to eviction, for twenty years from the 1st of January next. The exceptions to the rule are the exceptions already stated in the case of unnecessary improvements made in contravention of a contract, and the exception established by section 12 in the case of a tenant whose holding, or the aggregate of his holdings, in Ireland, are rated at not less than £50 a year.

A tenant not falling within any of the three leading sections, 1, 2, and 3, is to be entitled to compensation in respect of any value he may have given for his holding, with the express or implied assent of his landlord (section 7). And as to way-going crops, compensation in respect to them is, in the case of lands subject to tenant-right custom, to be governed by the custom. In other cases the tenant is, in the absence of express agreement to the contrary, to be entitled to the crops or their value.

The most important general changes in the law of landlord and tenant are those contained in sections 57 and 58, by which every notice to quit must be written or printed, bear a half-crown stamp, and be a six months' notice at least; and that in section 69, by which every letting of land, except for temporary convenience, is to operate as a letting from year to year.

Such are, in very brief outline, the chief alterations in the law of occupancy. The courts by which it is all to be worked are where the parties agree, a court consisting of arbitrators appointed in the usual way, whose decision will be final; and where they do not agree to arbitration the Civil Bill Court without a jury, with an appeal in Dublin to two of the superior judges, elsewhere to the judges of assize, and with a further power to reserve a case for the Court for Land Cases Reserved, a court formed mainly on the model of that for Crown Cases Reserved, but including the equity as well as the common law judges.

As to the procedure, nothing of any practical value can be said now, for the rules of practice to be framed by the last mentioned court have not yet been issued.

The second broad subject dealt with by the Act is the acquisition of land in ownership; and it embodies, as is well known, what is called Mr. Bright's scheme. The general object of the provisions on the subject is to enable landlord and tenant, when the landlord is willing to sell and the tenant to buy, to effect the transaction through the medium of the Landed Estates Court, and in the same way to enable the tenants of an estate which is in the market to purchase it, with in each case the advantage which a purchase in the Landed Estates Court confers, and with this view the Commissioners of Works are empowered to make advances towards the purchase-money. But the Act deals with the matter only in outline; the success of the measure is essentially a question of procedure, and for the procedure we must wait for the rules and forms to be issued by the Privy Council.

CAP. XLIX.—*An Act to explain and amend "The Evidence Further Amendment Act*, 1869."

One effect of the piecemeal fashion in which our statutes are framed is that when an Act comes into operation some flaw is discovered in it which requires an amendment Act to be passed, sometimes in even the same session, and often in the next. An instance of this is found in the Act under notice, which was passed to amend the Evidence Further Amendment Act of last session. The fourth section of that Act provides that if any person called to give evidence *in any court of justice* should object to take an oath, or be objected to as incompetent to take an oath, such person should, if the *presiding judge* is satisfied that the taking of an oath would have no binding effect on his conscience, make the declaration therein provided.

In the supplement to "Powell's Law of Evidence," published immediately after the passing of the Act, it was pointed out (p. 10) that the section applied only to the *vivâ voce* examination of witnesses in court, and not to the making of affidavits, which would continue to be governed by the 20th section of 17 & 18 Vict. c. 125. This *casus omissus* in the Act of last session is now remedied by the Act under notice, which provides that the words "court of justice" and "presiding judge" in the 4th section of the Act of last session "shall be deemed to include any person or persons having by law authority to administer an oath for the taking of evidence."

CAP. LII.—*An Act to amend the law relating to the extradition of criminals.*

That there was something radically wrong in our law relating to the Extradition of Criminals was evident from the fact that whereas France has fifty-seven Extradition Treaties in force with other countries, and the United States ten treaties, England has had but four. The necessity of dealing with this question was rudely brought home to the Legislature by a notice being given by France in 1865 to rescind the Anglo-French Extradition Treaty unless our municipal law relating to Extradition was placed upon a more satisfactory footing. This led to the passing of 29 & 30 Vict. c. 121, and ultimately to the Act under notice.

The Act, in effect, ratifies by anticipation any treaty which her Majesty may make with a foreign state for the surrender of fugitive criminals, by enacting that her Majesty may by order in council direct the Act to apply in the case of such state, either absolutely or with such "conditions, exceptions, and qualifications" as may be deemed expedient (section 2); but the treaty must provide for the determination thereof by either party thereto upon not longer than one year's notice, and must be in conformity with the provisions of the Act (section 4). The Order in Council is to be laid before Parliament, and published in the *Gazette* (section 2), and is to be *conclusive evidence* that the treaty complies with the reqnisitions of the Act, and the Act applies to the state mentioned n the order. The surrender of criminals is to be subject io four important restrictions: (1) a criminal is not to be turrendered for a political offence, or if he proves to the ssatisfaction of the police magistrate, or the court before whom he is brought on *habeas corpus*, or to the Secretary of State, that his surrender is in fact demanded to try him for a political offence; (2) provision must be made that a criminal surrendered shall not be tried for any offence prior to his surrender, except that for which he is surrendered, until he has been restored or had an opportunity to return to this country; (3) a criminal who is on trial, or working out a sentence in this country, shall not be surrendered until he is discharged; and (4) a criminal shall not be surrendered until fifteen days have expired from his being committed to prison to await his surrender.

When it is desired to obtain the surrender of a criminal two methods are open—a "diplomatic representative" of the state requiring the surrender may make an application to a Secretary of State, who, unless of opinion that the offence is one of a political character, orders a police magistrate to issue a warrant for the apprehension of a criminal, which he does upon such evidence as would justify the issuing of the warrant had the offence been committed in England; or a complaint may be made to any magistrate, by any person apparently, and then the magistrate issues his warrant upon such evidence as aforesaid, but in the latter case the criminal must be brought before a police magistrate when arrested, and discharged by him unless within a reasonable time he receives an order signifying that the surrender of the criminal has been required.

Whether, therefore, the warrant is issued by order of a Secretary of State or without such order the criminal is brought before a police magistrate. The police magis-

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trate hears the case exactly as if the prisoner was charged with an indictable offence committed in England, except that he is to receive any evidence to show that the crime of which the prisoner is accused is a political offence or not an extradition crime—*i.e.*, a crime specified in the 1st schedule to the Act. If the prisoner is accused of committing an extradition crime, or is said to have been convicted of such a crime, then, if such evidence is produced as would, according to English law, justify the committal for trial of the prisoner, the magistrate commits him to prison. If not he discharges him (section 10). It will be observed that by section 14 "depositions or statements on oath taken in a foreign state, and copies of such original depositions or statements and foreign certificates of, or judicial documents stating the fact of conviction, may, if duly authenticated, be received in evidence in proceedings under this Act."

Sections 14 and 15 remove the great grievance of the French Government, that the English magistrates would not recognise documents which would be recognised by the French magistrates. The latter enacts in substance that foreign warrants with signatures purporting to be official foreign depositions, or copies thereof purporting to be certified by an officer of the state where they were taken, and certificates of foreign convictions purporting to be certified by an officer of the state where the conviction took place, shall be deemed "duly authenticated," if authenticated by the oath of a witness or the seal of a Minister of State.

When a criminal is committed to prison to await his surrender, after fifteen days have expired or after the decision of a court upon a writ of *habeas corpus*, if one is issued, or after such further period as may be allowed by a Secretary of State, the Secretary of State may order the criminal to be surrendered to the person whom he thinks duly authorised to receive him for conveyance within the jurisdiction of the state requiring his surrender, but if the criminal is not surrendered and conveyed out of the United Kingdom within two months from his committal on the decision of a court upon any writ of *habeas corpus* that may be issued, a judge of one of the Superior Courts of Westminster may, upon the application of the criminal and proof of notice to the Secretary of State, order his discharge unless sufficient cause is shown to the contrary.

It will be seen that ample safeguards are provided by the Act to prevent a criminal being surrendered so as to be tried for a political offence.

We have dwelt upon the practically more important portions of the Act at such length that we must hurry over the remainder. Provision is made by section 16 for the case of the crime for which the surrender of the criminal is demanded being committed on board any vessel on the high seas that comes into a British port, and by sections 17 and 18 for fugitive criminals in British possessions. The 24th section extends the 19 & 20 Vict. c. 113, to criminal matters not of a political nature; and the 27th section, after repealing all Acts heretofore in existence with regard to Extradition Treaties, enacts that this Act shall apply to such treaties as are now in existence. The 1st schedule sets out the crimes, construed according to English law, to which Extradition Treaties may henceforth apply. Hitherto our extradition treaties have only applied to murder, forgery, robbery, arson, piracy and fraudulent bankruptcy. Now, as will be seen by reference to the schedule, they are to have a much wider scope.

CAP. LVI.—*An Act to enable the owners of settled estates in England and Ireland to charge such estates, within certain limits, with the expense of building mansions as residences for themselves.*

By an old Act of George III. (10 Geo. 3, c. 51) heirs of entail in Scotland were empowered to charge their estates with sums laid out in building family mansions thereon. The present Act, reciting that such permission has been found salutary, is passed to extend a similar permission to the owners of limited interests in England or Ireland. Of course in order to confer such a power it would not do simply to say that the owners of limited interests in settled estates shall be able to charge the estates with this expenditure: there must be some control, to ensure that the fee simple or fee tail, as the case may be, does get its *quid pro quo*—that the building is a *bonâ fide* improvement. The machinery adopted for this purpose is that of the Improvement of Land Act, 1864 (27 & 28 Vict. c. 114), for facilitating in similar cases the improvement of settled lands by drainage, irrigation and warping, enclosures, embankments, building farmhouses, &c., &c. By that Act, with which the present is incorporated, the "limited owner" who wants to charge the estate is to petition, in England, the Inclosure Commissioners, and in Ireland the Commissioners of Public Works; the application is also to be advertised in local papers, and notice in writing given to—

"Every person entitled to any estate in such land, or any part thereof, in reversion or remainder, up to and inclusive of the person entitled to the first vested estate of inheritance therein, and to every person entitled to any mortgage upon such land, or any part thereof, who, by reasonable inquiry, shall be known to be so interested."

If none of these parties dissent, the Commissioners may proceed to consider the application, and sanction such a charge as they think proper, but if any of the parties served should notify his dissent, the applicant is to proceed through the Court of Chancery, by summons in chambers in England, and in Ireland by summary petition; and the Court, in its discretion, may or may not order the Commissioners to proceed with the case; it may also order the costs of all or any parties to be costs incidental to the application; and the Commissioners may, if they think proper, order the costs incidental to the application to be included in the charge.

This is the machinery which the new Act (section 2) incorporates. The Act then proceeds (section 3) to define what kind of mansion building or enlarging, &c., is to be deemed an "improvement" within the Act. Section 4 limits the amount which may be charged to two years net rental. Sections 5 and 6 prescribe the mode in which the Commissioners are to calculate whether or no the improvement would effect a permanent increase in yearly value greater than the interest of the charge. Section 7 gives the Commissioners a discretion of allowing a charge for improvements "suitable to the estate," even though the permanent increase of yearly value would not be in excess of the interest of the charge. Section 8 relates to fire insurance.

Under the other Drainage and Improvement Acts the new charge takes precedence of all existing incumbrances, on the principle that the value is so much increased by the improvement. But as the present Act authorises improvements rather as appropriate to the estate than as adding to its yearly value, the distinction is very properly carried out, and section 9 provides that the charge created under this Act is not to take precedence of existing incumbrances. That is fair, but that being so, why is it necessary that the existing mortgagees should be served, if their incumbrances are unaffected by the new charge? It may possibly be said that an existing incumbrancer is entitled to be present on the application, to see that nothing is sanctioned which would diminish the chance of letting the estate; as for instance by erecting on it a pile of building out of proportion to its size and character. The more probable solution of the matter is that the Government draftsman forgot that the Act of 1864 provided for service of mortgagees. The other provisions of the Act of 1864 which this Act incorporates are very numerous, but need not be particularised here.

CAP. LVII.—*An Act to grant a duty of excise on licences to use guns.*

The object of this statute is to tax the carrying or the using of guns, without regard to the purpose for which the gun may be carried or used, and it will be remem-

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bered that when this scheme was proposed last session it gave rise to a good deal of discussion. By section 3 there shall be paid "for any licence to be taken out yearly by every person who shall use or carry a gun in the United Kingdom the sum of ten shillings." A penalty of £10 is imposed on any person carrying or using a gun without a licence, except (1) persons in the naval, military, volunteer or police services; (2) persons having a licence to kill game; (3) the servants of such persons carrying their guns for them; (4) occupiers of land for scaring birds, &c.; (5) gunsmiths and their servants; and (6) carriers in the course of their business. By section 12 this statute is not to interfere with any other Act requiring authority to keep arms. There is a definition of "gun" in section 2, and sections 4, 5, and 6 provide for the management, form and register of licences under the statute. When a gun is carried in two or more parts by persons in company, each person is to be deemed to be carrying the gun (section 8). Sections 9 and 10 contain regulations for the production of licences on demand by constables, and by section 11 licences under this statute are to become void if the holders are convicted under 1 & 2 Will. 4, c. 32, s. 30, or 2 & 3 Will. 4, c. 68, which prohibit the trespassing on land in pursuit of game in England and Scotland respectively. The short title of the Act is "The Gun Licence Act, 1870."

CAP. LVIII.—*An Act to further amend the law relating to indictable offences by forgery.*

The ordinary process of English legislation is admirably illustrated by this Act. In 1861 a statute (24 & 25 Vict. c. 98), was passed (one of the criminal law consolidation statutes) "to consolidate and amend the statute law of England and Ireland relating to indictable offences by forgery." This statute does not contain provisions defining generally the crime of forgery, but it goes through a long list of various kinds of documents—such as the Royal seals, transfers of stock, India bonds, bank-notes, deeds, wills, bills of exchange, and many other classes of instruments—and declares the forging of the instruments there specified to be criminal, and provides a punishment. This detailed manner of dealing with the subject occupies about forty sections, and is, after all, necessarily incomplete, because no such process of specification can be really exhaustive, and consequently questions frequently arise whether some particular document which has admittedly been forged, in fact comes within any one of these forty sections (see *Reg.* v. *Kay*, 18 W. R. 934). This kind of legislation also necessitates the passing of a new forgery Act every time a new kind of document is created by the Legislature, or comes otherwise into use. The statute we are now noticing is passed to amend the Forgery Act of 1861, in order to render the forgery of the new stock certificates and coupons created by the National Debt Act, 1870, of the last session (33 & 34 Vict. c. 71), a crime of the same kind as the other similar offences already dealt with in the forty sections of the Act of 1861. This amending Act accordingly enacts, in wording similar to that of the former Act, that whoever forges, alters, utters, &c., &c., stock certificates or coupons issued in pursuance of Part V. of the National Debt Act, 1870, or demands any part of the stock by virtue of such forged, altered, &c., instrument, shall be guilty of felony (section 3), and by section 4 the personation of the owner of any such stock is dealt with. Engraving plates, &c., for stock certificates or coupons, or having possession of such plates, &c., is forbidden by section 5, and the forging of certificates of transfer under Part VI. of the National Debt Act, 1870, is forbidden by section 6.

The application of the statute is very peculiar. It is "to have effect as one Act with" 24 & 25 Vict. c. 98 (which does *not* extend to Scotland) "but shall extend to the United Kingdom" (section 2); and by sections 7 & 8 the 2nd and 4th sections of 24 & 25 Vict. c. 98 "and all provisions relative thereto of that Act, and all enactments amending those sections and provisions or any of them, shall extend to Scotland."

The statute is to be cited as "The Forgery Act, 1870" (section 1), and it may be roughly described as an Act passed for the purpose of adding certificates and coupons under the National Debt Act, 1870, to the list of documents already contained in the Forgery Act, 1861. The evils of this kind of legislation are too apparent to require comment.

RECENT DECISIONS.

EQUITY.

SERVICE OF DECREE—FI. FA.

Land Credit Company of Ireland v. *Lord Fermoy*, 18 W. R. 393.

Cons. Order XXIX. regulates "process to enforce decrees and orders," and by rule 1, the old necessity for demand was abolished, and the equity practice assimilated to the common law, by a provision that the person directed to pay should be bound to pay on being served with the decree. Then, rule 6 provides that after one month from entry of decree the person to receive the payment may sue out a *fi. fa.* It was contended for the defendant in this case, that rule 1 must be regarded as overruling rule 6, to the extent of requiring service of decree before *fi. fa.*; but Lord Justice Giffard expressly holds the contrary, therefore, subject, of course, to any special directions in the decree, a *fi. fa.* may issue after a months default, without service of the decree being necessary. As to all matters founded upon the old process of contempt, service of the decree is still required.

TRADE FIXTURES—"EFFECTS."

Pinder v. *Pinder*, V.C.M., 18 W. R. 309.

The short question in this case was whether trade fixtures passed under a gift of stock-in-trade, goodwill, &c., and *effects*, or under a devise and bequest of real and leasehold estate.

As to the word "effects," its general attributes are summed up in Hawkins (Constr. of Wills, p. 54) as follows:—

"Notwithstanding some cases inconsistent with the rule, it appears to be settled by authority that the word "effects" is confined to personal estate, and does not include real estate, unless an intention appear to the contrary (*Doe d. Hick* v. *Dring*, 2 M. & Sel. 448, *Doe d. Haw* v. *Earles*, 15 M. & W. 450)."

The rule of law which allows a tenant to remove "trade fixtures" erected by him during his term was a privilege granted to tenants from a recognition of the requirements of a gradually increasing system of production and commerce. (See, for the history of the matter, Amos & Ferrard on Fixtures, p. 21, *et sqq.*) This being so, the rule applicable for the award to be made between any two claimants may vary essentially, according to the characters in which they claim. In *Fisher* v. *Dixon* (12 Cl. & F. 212) the House of Lords laid down that the principle upon which this relaxation in favour of trade has proceeded is not applicable to questions arising between the real and personal representatives of an owner of the inheritance who had erected things on his own ground although the things erected might correspond physically to the description of "trade fixtures." The owner of the inheritance, observed Lord Cottenham, could do what he liked:—"he might have disposed of the land, he might have disposed of the machinery; he might have separated them again. It was therefore not at all necessary, in order to encourage him to erect those new works which are supposed to be beneficial to the public, that any rule of that kind should be established; because he was master of his own land." And the principle was thus held not to apply as between heir and executor. There were previous decisions in which the contrary was assumed, but *Fisher* v. *Dixon* has been approved in subsequent cases—*e.g.*,

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Clunie v. *Wood* (L. R. 4 Ex. 328), where it was held that "the decisions which establish a tenant's right to remove trade fixtures do not apply as between mortgagor and mortgagee any more than between heir-at-law and executor."

In the present case the Vice-Chancellor decided that the fixtures passed under the word "effects," considering, reasonably enough, that the testator was to be regarded as desiring that everything necessary for the carrying on of the business should pass with it. Stoves, blinds, and other "tenant's fixtures" have been held to pass under a bequest of "household furniture" (*Paton* v. *Sheppard*, 10 Sim. 186); but on a different principle, that of giving to the word "household furniture" as general a meaning as possible (see *Kelly* v. *Powlet*, Amb. 605).

COMMON LAW.

LANDLORD AND TENANT—PAYMENT OF RENT IN ADVANCE—ASSIGNMENT OF REVERSION—RIGHTS OF ASSIGNEE.

De Nicols v. *Saunders*, C.P., 18 W. R. 1106.

The decision in this case deserves the attention of all tenants of land, as it shows very clearly their position as regards assignees of the reversion to whom their landlord may assign the premises. An assignee of the reversion becomes entitled to all rent accruing due after the legal estate in the reversion has been vested in him by the assignment. If, however, he allows the former owner to remain in receipt of the rents of the land after the assignment, as is usually done in the case of mortgages, a tenant who has no notice of the assignment may safely pay his rent to the assignor, although in fact the assignor (the landlord) has parted with all legal interest in the premises. Whenever the assignee chooses he may require the tenants to pay the rent falling due after such notice to him, and not to his assignor, the former landlord. In *De Nicols* v. *Saunders* a tenant paid half a year's rent in advance to his landlord, not being bound to do so by any clause in his lease. The landlord had assigned the reversion some time before by way of mortgage, but of this the tenant was ignorant. Afterwards, and before this half-year's rent became due, the mortgagee gave the tenant notice to pay the rent to him. It was clear as a general rule that the mortgagee was entitled to the rent. The mortgagor (the landlord) had no legal title to it whatever. The only question was whether the advance by the tenant of the amount of the half-year's rent was a good payment as against the mortgagee, as of course it would have been against the mortgagor. The Court held that the payment was not a payment of rent, but only a loan, and that therefore the tenant remained liable to pay the rent to the mortgagee. There was no doubt that this must be the decision, although it was, of course, hard upon the tenant. If the advance of rent had been made under any provision in the lease, then it would seem that the payment would have been good against the mortgagee. Without any such provision in the lease the payment was a mere loan for which the mortgagor, of course, remained personally liable, but which did not operate as any payment of rent as against the mortgagee.

CONSIDERATION—CONTRACT—COMPROMISE.

Calisher v. *Bischoffsheim*, Q.B., 18 W. R. 1137.

An attempt was made in this case to establish the proposition that an agreement to forbear to institute legal proceedings against a particular person is without consideration if the person so forbearing is not legally entitled to successfully maintain such proceedings; in other words, that the compromise of a doubtful legal claim is not valid unless the claim can be maintained in law. Such a principle as this would be extremely inconvenient in practice, as it would render it difficult to come to a compromise of any claim, whether before or after the commencement of legal proceedings. There is a good deal of authority to show that the giving up of a claim *bona fide* believed to exist is a good consideration to support a contract, and in *Calisher* v. *Bischoffsheim*, these authorities were followed, and it was held, on demurrer, that "in the case of a doubtful claim if the party agrees to a compromise, the forbearance from taking legal proceedings and the surrender of his chance of success constitute a good consideration, and it does not matter whether proceedings have have been actually commenced or are merely threatened."

This decision, and the former authorities on which it is based, apply to *bonâ fide* claims only. As to the case of a *malâ fide* claim, Cockburn, C.J., says: "If, indeed, a man knew that he had no real or legal claim, and took a consideration to forego the exercise of a right which he knew he did not possess, then the compromise would fail because it would be founded on fraud." In this case there was no allegation on the pleadings that the alleged claim was not *bonâ fide* believed to exist by the person urging it, and the renunciation of such claim was therefore held to be a good consideration.

BANKRUPTCY.

PROCEEDINGS PENDING WHEN BANKRUPTCY ACT, 1869, CAME INTO OPERATION—POWER TO TRANSFER PROCEEDINGS UNDER BANKRUPTCY ACT, 1861, s. 109.

Ex parte Anderson, Re Anderson, L.JJ., 18 W. R. 1124.

This case, like several others which we have had occasion to notice since the new Bankruptcy Act came into operation, illustrates the principle that in all bankruptcies pending when the Act passed the rights of creditors and others are still the same as if the law had remained unaltered. Section 20 of the Bankruptcy Repeal Act repealed, amongst other statutes, the Bankruptcy Act, 1861. But it contains the express proviso that "this repeal shall not affect the past operation of any such enactment. . . . Nor shall this repeal interfere with the prosecution or affect the course of any legal proceeding pending in bankruptcy, or otherwise under any such enactment before the commencement of this Act; but, subject to the provisions of the Bankruptcy Act, 1869, and the Debtors Act, 1869, such proceedings shall be prosecuted as if this Act had not passed." Section 109 of the Bankruptcy Act, 1861, empowered the creditors in any bankruptcy by resolution to transfer the proceedings in the bankruptcy to any county court they might think fit, except a metropolitan court. Section 130 of the Bankruptcy Act, 1869, abolished all country district courts of bankruptcy; and empowered the Lord Chancellor, by order, to transfer pending proceedings in any court so abolished to such county court as he might think fit.

In the particular case now under consideration the bankruptcy was commenced under the Bankruptcy Act, 1861, in a country district court, and was pending when the Acts of 1869 came into operation. The Lord Chancellor made an order transferring these proceedings, among others, to the County Court of Newcastle. Subsequently the creditors came to a resolution to transfer the bankruptcy to the County Court of Walsall.

The question which came before Lord Justice James on appeal was, whether the creditors had power so to transfer the bankruptcy, as they would have had if the Acts of 1869 had not passed; or whether the effect of those Acts and of the Lord Chancellor's order transferring the proceedings to the Newcastle County Court was to take away this power. The Lord Justice held that the creditors had the power to transfer. This power, given by section 109 of the Act of 1861, was among those preserved to creditors by the saving words in section 20 of the Bankruptcy Repeal Act, 1869. And the Lord Chancellor's order transferring the proceedings to the Newcastle County Court had only the effect of transferring them subject to the same incidents to which they were subject before, one of those incidents being the creditors' right to remove the bankruptcy to any other county court.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Oct. 14, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92¼	Annuities, April, '85
Ditto for Account, Nov. 3, 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2¾ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233 x d
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent. July, '80 110½	Ditto Debentures, per Cent., April, '6½ —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 20 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76¼ x d
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121½
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71½
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	42
Stock	London, Chatham, and Dover	100	13
Stock	London and North-Western	100	129
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	66
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34½
Stock	North London	100	116
Stock	North Staffordshire	100	58½
Stock	South Devon	100	47
Stock	South-Eastern	100	73⅜
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds, after having been perfectly stationary for a week at 92⅜ to ½, fell ¼ to day, but no reason has been assigned for the movement. The attitude of all the markets is rather dull and inactive, parties preferring to await some change in the position of the war affairs, rather than to commit themselves to any transactions in the present state of uncertainty. Prices in general are unaltered from last week.

The late Mr. John Gurdon-Rebow, M.P. for Colchester, who expired on the 12th inst., was an elder brother of Mr. William Gurdon, Judge of the Essex County Courts.

The Right Hon. Sir John Young, Bart., G.C.B., G.C.M.G., Governor-General of Canada, who has just been raised to the peerage by the title of Baron Lisgar, was called to the bar at Lincoln's-inn in 1834.

The death is announced of Mr. Thomas Abbott, the nephew of, and associate to, the late Lord Tenderden, who was Lord Chief Justice of the Court of King's Bench from 1818 to 1832. Mr. Abbott expired at Chelsea on the 4th of October, in his eighty-first year.

LIVERPOOL COUNTY COURT.—Mr. Spencer, who has long acted as clerk of this court, has been promoted to the office of assistant-registrar, in succession to Mr. J. F. Watson, solicitor, who has received the appointment of joint registrar.

SALARY OF THE RECORDER OF BRISTOL.—It is stated that an order has been received from head-quarters to increase the salary of the Recorder of Bristol from £400 to £600 a year. If the advance has been made, it was probably made in contemplation of the Attorney-General taking the post.—*Bristol Times and Mirror.*

THE TOWN CLERKSHIP OF BOOTLE.—Early in September, Mr. Thomas D. Pierce was appointed Town Clerk of Bootle, a suburban township of Liverpool. At the monthly meeting of the Bootle Town Council, held on the 5th of October, Mr. Alderman Heintz moved the following resolution, which was carried:—"That, in consequence of the Town Council having, at their last meeting, appointed a lay clerk, instead of a legal gentleman, as town clerk, and it being actually necessary that a qualified solicitor should be appointed as legal adviser to the Borough, the services of Mr. C. S. Goodman, of Liverpool, late law clerk to the Southport Corporation, be accepted, and that he be paid the usual fees."

SOMERSET QUARTER SESSIONS.—Messrs. K. M. King, J. Wood, T. Thring, and T. Rogers, magistrates of Somersetshire, have been elected Deputy-Chairmen of the Court of Quarter Sessions for that county, in accordance with the following resolution, passed at a meeting of the magistrates held on the 3rd October:—"That, in the opinion of this meeting, it would be for the advantage of public business if the Court were to appoint four justices—namely, two for each court, to be designated deputy-chairmen, and to sit with such justices as shall think fit to sit with them, to conduct the business in the Crown Court and Nisi Prius Court on the second and subsequent days of every session, in like manner as such business has been conducted by the county chairman respectively—provided that nothing herein contained shall prejudice the right of the county chairman to preside in either of the above courts, if he shall at any time desire to be present."

BANKRUPTCY OF MR. HENRY CHURCHILL.—A meeting of the creditors of Mr. Henry Churchill, solicitor, of Doddington (the mystery of whose disappearance has not yet been cleared up), was called at the office of the registrar of the Oxford County Court, on the 4th of October. Mr. R. S. Hawkins, solicitor, presided as assessor to the registrar. The total amount of debts admitted was slightly above £6,000. Much discussion took place as to a claim by Mr. S. Field, the former partner and brother-in-law of Mr. Churchill, for £1,235, being the value of an annuity of £150, according to the Government tables, of a male life in the sixty-eighth year. A deed was produced, made in 1860 between Mr. Field and the bankrupt, by which it was arranged that the former should cease to be a partner and to practice as a solicitor—Mr. Churchill engaging to pay £150 a-year to Mr. Field for life. The deed contained a clause, entitling Mr. Churchill to redeem this annuity by payment of its value according to the tables, but no power was reserved to Mr. Field to compel such redemption. The assessor, after referring to the recent statute found that no creditor could vote on an *unascertained demand*, and, holding the claim in question to be such, decided against its entitling Mr. Field to vote in the choice of a trustee. Mr. William Kinch, of London, eldest son of Mr. T. E. Kinch, solicitor, of Doddington, was the trustee elected by the creditors. It was stated that the bankrupt's books disclosed about £3,168 of good debts, and it is thought that a fair balance will be realised from Mr. Churchill's freehold and copyhold property at Doddington and Islip.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRAHAM—On Oct. 10, at 21, Ladbroke-grove, Notting-hill, the wife of William Graham, Esq., barrister-at-law, of a son.

MICHELMORE—On Oct. 7, at Newton Abbot, the wife of Henry Michelmore, solicitor, of a son.

MOORE—On Oct. 9, at Talbot-lodge, Tatterdown, Hornsey, N., the wife of Robert Moore, of 36, Mark-lane, City, solicitor, of a son.

STOCK—On Oct. 13, at 100, Lansdown-road, the wife of E. W. Stock, Esq., barrister-at-law, of a son.

MARRIAGES.

GILL—CARRUTHERS—On Oct. 11, at All Saints' Church, Norwood, William Gill, Esq., of the Inner Temple, to Eliza Elizabeth, widow of the late Charles Bladen Carruthers, Esq., Old Spa House, South Norwood-hill.

GREGORY—COLLINS—On Oct. 8, at St. George's, Bloomsbury, Lewis William Gregory, Esq., of Cannon-street, solicitor, to Caroline Esther, eldest daughter of John Collins, Esq., of Heatherland, Parkstone, Dorset.

STRICKLAND—SHACKELFORD—On Oct. 4, at Great Houghton, Northamptonshire, Sefton West Strickland, Esq., of Lincoln's-inn, barrister-at-law, to Maud Gertrude Shuckburgh, youngest daughter of George Shackelford, Esq., of Husbands Bosworth, Leicestershire.

WOOD—CROMBIE—On Oct. 4, at St. Ann's, Wandsworth, Charles Wm. Wood, Esq., of South-fields, Wandsworth, to Frances, youngest daughter of Lewis Crombie, Esq., St. Ann's-hill, Wandsworth.

DEATHS.

TELFAIR—At the Eyrie, near Cheltenham, Charles Robert Telfair, Esq., barrister-at-law, and late district magistrate, Mauritius, aged 48.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Oct. 7, 1870.

LIMITED IN CHANCERY.

Star and Garter Hotel Company (Limited).—Petition for winding up, presented Oct. 4, directed to be heard before Vice-Chancellor Stuart on the next petition-day. Richards, Warwick-street, Regent-street, solicitor for the petitioners.

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TUESDAY, Oct. 11, 1870.

LIMITED IN CHANCERY.

Wine Company (Limited).—Petition for winding up, presented July 27, directed to be heard before the Master of the Rolls, on Nov. 5. Jones, Blackfriars-road, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Oct. 7, 1870.

Stanton Friendly Society, Stanton, Suffolk. Sept. 28.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 7, 1870.

Bracegirdle, John, Heaton Mersey, Lancaster, Labourer. Nov 12. Henwood & Marlow. Manch.

Cole, Chas, William's-mews, New Kent-rd, Cab Proprietor. Nov 14. Sparham, St Benet-pl, Gracechurch-st.

Davies, Thos, Newtown, Montgomery, Maltster. Nov 16. Williams & Gittins, Newtown.

Grant, Robert Hy, Hong Kong. Nov 3. Scott & Co. Lincoln's-inn-fields.

Hornsey, Matthew, Stittenham, York, Farmer. Nov 1. Seymour & Blyth, York.

Kay, Thos, Woolfold, Lancaster, Gent. Dec 1. Wood, Manch.

Keeble, Matilda, West Mersea, Essex, Widow. Nov 3. Smith, Colchester.

Shilliro, Grace, York, Spinster. Nov 1. Seymour & Blyth, York.

Smith, Mosley, Tunbridge Wells, Kent, Esq. Dec 1. Freshfields, Bank-bldgs.

Vincent, Geo, Happisburgh, Norfolk, Farmer. Dec 30. Fox, Norwich.

Wainwright, Geo, Earlsheaton, York, Blacksmith. Dec 5. Scholefield & Oldroyd, Dewsbury.

Walker, Thos, Skelton, York, Innkeeper. Nov 1. Seymour & Blyth, York.

Walton, John, Bilton, York, Farmer. Nov 1. Seymour & Blyth, York.

TUESDAY, Oct. 11, 1870.

Apps, John, Tunbridge Wells, Kent, Innkeeper. Dec 1. Cripps, Tunbridge Wells.

Briscoe, John Ivatt, Eaton-pl, Belgrave-sq, Esq. Dec 31. Davidson, Spring-gardens.

Burland, Jas, West Bromwich, Stafford, Victualler. Nov 1. Beale & Co, Birm.

Burland, Sarah, West Bromwich, Stafford. Nov 1. Beale & Co, Birm.

Butterwick, Robert, Newington-green-rd, Greengrocer. Nov 10. Barker & Co, Bedford-row.

Cardell, Richard, Kenwyn, Cornwall, Yeoman. Oct 21. Cardell, Oldham.

Cardinall, Jas, Halstead, Essex, Solicitor. Nov 10. Seppings, Halstead.

Casbourn, Hy, Oxford, Licensed Victualler. Nov 15. Hazel, Oxford.

Cooper, Geo, North Walsham, Norfolk, Innkeeper. Nov 10. Scott, North Walsham.

Crispe, John, St Mark's-cresent, Notting-hill. Gent. Nov 15. Shaen & Roscoe, Bedford-row.

Dixon, Mary, Clifton, York, Widow. Nov 15. Newton & Co, York.

Eley, Thos, Loiterton Linsted, Kent, Farmer. Dec 8. Eley, New Broad-st.

Freeman, Fras, Cambridge, Builder. Nov 1. French, Cambridge.

Gronow, John Nanson, St Peter's Port, Guernsey, Gent. Nov 30. Lewin & Co, Southampton-st, Strand.

Herbert, Thos, Chester, Coach Proprietor. Nov 30. Finchett & Co, Chester.

Hide, Geo Olive Jas, Pall's-pond-rd, Watchmaker. Nov 30. Godwin, Colney-hatch.

Johnson, Wm Hy, Macclesfield, Chester, Innkeeper. Nov 12. Brocklehurst & Co, Macclesfield.

Kohn-Speyer, Isaac Leopold, Frankfort-on-the-Maine, Prussia, Merchant. Nov 1. Samuell, Lpool.

Leach, Fredk John, Middlesbrough, York, Gent. Dec 1. Belk, Middlesbrough.

Mason, Edward, Richmond, York, Currier. Nov 5. Hunton, Richmond.

Megginson, Caroline, Portsmonth, Widow. Nov 5. Hellard & Son, Portsmouth.

Middleton, Thos, Croydon, Surrey, Esq. Nov 12. Batchelor, Essex-st, Strand.

Read, Daniel, Waltham Abbey, Essex, Gent. Nov 1. Jessopp, Waltham Abbey.

Ryder, Wm Dudley, Birm, Gent. Nov 26. Baker, Birm.

Simcock, Matthew, St George's-sq, Regent's-park, Gent. Nov 10. Crosse, Bell-yard, Doctors'-commons.

Stratton, John Chas, Mortlake, Surrey, Civil Engineer. Nov 7. Bailey & Co, Berners-st.

Thorby, Thos, Holland park, Notting-hill, Gent. Oct 31. Leathes & Maynard, Langham-pl.

West, Thos, Stanmore, Middlesex, Esq. Nov 10. Freshfields, Bank-bldgs.

Wilson, Geo, New-inn, Strand, Solicitor. Nov 8. Busby, Mark-lane.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Oct. 7, 1870.

Knos, Anders, Muscovy-ct, Tower-hill, Comm Merchant. Oct 3. Asst. Reg Oct 6.

Bankrupts.

FRIDAY, Oct. 7, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carter, Jas, Devonshire-villas, Elm-road, Camden Town, Builder. Pet Oct 4. Hazlitt. Oct 20 at 12.30.

Wild, Chas, Hatton-garden, Dealer in Precious Stones. Pet Oct 6. Hazlitt. Oct 20 at 11.30.

Morris, Benj, Silchester-rd, Notting-hill, Bedstead Manufacturer. Pet Oct 3. Brougham. Oct 20 at 12.

To Surrender in the Country.

Baker, Fredk, & Robt Baker, Lowestoft, Suffolk, Iron Founders. Pet Oct 1. Chamberlin. Gt Yarmouth, Oct 24 at 12.

Brown, John, & Chas Leach, Halifax, York, Joiners. Pet Oct 4. Rankin. Halifax, Oct 21 at 10.

Clark, John Edgar, East Stonehouse, Devon, Licensed Victualler. Pet Oct 5. Shelly. East Stonehouse, Oct 26 at 11.

Cripps, John, Filkins, Oxford, Alehouse Keeper. Pet Oct 4. Dudley. Oxford, Oct 24 at 10.

Edmondson, Joseph, Barnard John Ward Whitehead, and John Barrowcliff Albery, Blackburn, Lancashire, Drapers. Pet Oct 3. Bolton. Blackburn, Oct 19 at 11.

Fetherston, John, Henley-in-Arden, Warwick. Pet Oct 3. Campbell. Warwick, Oct 18 at 3.

Kime, Geo, Gt Grimsby, Lincoln, Grocer. Pet Oct 4. Bate. Gt Grimsby, Oct 20 at 11.

Matthewman, Benj, jun, Sheffield, Stone Dealer. Pet Sept 3. Wake. Sheffield, Oct 20 at 1.

Powney, Hy, Leicester, Elastic Webb Manufacturer. Pet Sept 3. Ingram. Leicester, Oct 19 at 12.

Roberts, Wm Hy, Newton Abbot, Devon, Draper. Pet Oct 5. Daw. Exeter, Oct 18 at 12.

Taylor, Benj, Chadderton, Lancashire, Iron Turner. Pet Oct 1. Tweedale. Oldham, Oct 19 at 11.

Welch, Thos, Lpool, Merchant. Pet Oct 3. Hime. Lpool, Oct 21 at 2.

Wills, Jas, St Helen's, Lancashire, Grocer. Pet Oct 3. Hime. Lpool, Oct 20 at 2.

TUESDAY, Oct. 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lebahn, Chas Falck, Essex-rd, Islington, Publisher, Pet Oct 7. Hazlitt. Oct 24 at 12.

Mauley, Lord de, Chas Fredk Ashley Cooper Ponsonby, Mount-st, Grosvenor-sq. Pet Oct 8. Hazlitt. Oct 24 at 11.30.

Rutherford, John, Cullum-st, Merchant. Pet Oct 6. Hazlitt. Oct 24 at 11.

Washington, Alfd Adams, & Thos Dane, Tower-st-bldgs, Tea Dealers. Pet Oct 7. Brougham. Oct 24 at 1.

Winchelsea, Most Noble the Earl of, Victoria-st, Westminster. Pet Oct 8. Hazlitt. Oct 27 at 11.

To Surrender in the Country.

Butt, Caroline Louisa, Cheltenham, Gloucester, Mistress of a Boarding-house. Pet Oct 6. Gale. Cheltenham, Oct 26 at 11.

Chipchase, Thos, York, Builder. Pet Oct 4. Perkins. York, Oct 24 at 11.

Collyer, Oswen Hy, Petersfield, Hants, Jeweller. Pet Oct 6. Howard. Portsmouth, Oct 29 at 1.

Goundrill, Wm, & Ann Sollitt Goundrill, Manch, Restaurant Proprietors. Pet Oct 6. Kay. Manch, Oct 27 at 10.

Hance, Jas, & John Edwd Cheesebrough, Lpool, Woolbrokers. Pet Oct 5. Hime. Lpool, Oct 24 at 2.

Leadbetter, Chas Saml, Manch, Ironmonger. Pet Oct 6. Kay. Manch, Oct 27 at 9.30.

Oliver, Richd, Tynpompren, Cardigan, Farmer. Pet Oct 5. Jenkins. Aberystwith, Nov 17 at 11.

Oxborough, Hy Gordon, Penrith, Cumberland, Gent. Pet Oct 8. Halton. Carlisle, Oct 26 at 12.30.

Parish, Jas Joseph, Bristol, Glass Cutter. Pet Oct 3. Harley. Bristol, Oct 21 at 12.

Payne, Thos, Davenport, nr Stockport, Cheshire, out of business. Pet Oct 7. Hyde. Stockport, Oct 28 at 12.

Rushton, Hy, Manch, Frizette Manufacturer. Pet Oct 6. Kay. Manch, Oct 27 at 10.30.

Rowe, Geo, Mold-green, nr Huddersfield, Grocer. Pet Oct 6. Jones, jun. Huddersfield, Oct 21 at 11.

Webb, Chas Jas, Portsea, Hants, Retired Paymaster. Pet Oct 6. Howard. Portsmouth, Oct 29 at 1.

Whiteley, Thos, & Wm Whiteley, Greetland, Halifax, York, Cotton Spinners. Pet Oct 8. Rankin. Halifax, Oct 28 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 7, 1870.

Coles, Wm, Harbury, Warwick. Oct 1.

TUESDAY, Oct. 11, 1870.

Knos, Anders, Muscovy-ct, Tower-hill, Comm Merchant. Oct 10.

Rhodes, Jas, Addison-rd, Kensington, Gent. Oct 7.

GRESHAM LIFE ASSURANCE SOCIETY

37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (*state name and address of solicitor*)

Amount required £

Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

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NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

NOTICE.—*The first number of Vol.* 15 *of the Solicitors' Journal, and of Vol.* 19 *of the Weekly Reporter, will be published Nov.* 5.

The Subscription to the SOLICITORS' JOURNAL *is—Town,* 26*s.*, *Country* 28*s.; with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth,* 2*s.* 6*d.*, *half law calf,* 4*s.* 6*d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

The Solicitors' Journal.

LONDON, OCTOBER 22, 1870.

THE ANNUAL PROVINCIAL MEETING of the Metropolitan and Provincial Law Association has just taken place at Bristol, commencing in the Law Library in the Assize Courts on Monday, the 11th inst., Mr. J. F. Beever, of Manchester (the chairman), presiding. As might have been anticipated from the foretaste which we gave our readers a few weeks ago, some very interesting papers were read, which in due time we shall, in accordance with our custom, publish in the *Solicitor's Journal*. We regret that the press of matter which inevitably attends the close of a volume obliges us to postpone our report of the chairman's speech and the proceedings at the meeting. An account of the half-yearly general meeting of the Solicitors' Benevolent Association, held at the same time and place, will be found in another column.

CONSIDERABLE DISCUSSION HAS LATELY TAKEN PLACE in the newspapers upon a point which we noticed some months ago (*ante*, p. 703)—viz., as to the costs of a debtor's summons where the debtor pays the debt. Mr. Registrar Murray decided last June that in such a case the creditor is not entitled to costs, and the point is now being discussed afresh, in consequence, we suppose, of Mr. Murray's decision having been followed in some later case. Nearly all who write to our contemporaries argue that the decision is wrong, and against the intention of the Bankruptcy Act, 1869, but a little consideration will show that the decision is right, and in accordance with the intention and object of the statute. The debtor's summons was not meant to be a means of collecting debts, but a test of solvency. If the creditor had recovered the debt by the ordinary procedure of suing, costs would have followed the event, *i.e.*, the debtor would have got them. But by taking out a debtor's summons, the creditor elects to try the issue of the debtor's solvency or insolvency, and that issue being by the debtor's payment decided in favour of the debtor, the creditor has to pay the costs, which thus again follow the event.

A VERY HIGH COMPLIMENT is paid to English neutrality when each belligerent accuses us of favouring the other. The rules of international law imposed upon England no obligation to place any restraint upon the trade of her subjects, and had she in the absence of any obligation exercised a merely voluntary interference, the belligerent to whose disadvantage the restraint operated would have had a fair cause of complaint against her. Neutrality must in the nature of things affect belligerents differently, according to the nature of their respective situation and wants; but whatever may be the practical inconvenience occasioned to either belligerent, neither can complain of an inconvenience resulting from strict passiveness. On the other hand if a voluntary movement pressed unevenly, as it must inevitably do, the party incommoded would have a legitimate grievance; and the misapprehension, if there really be any, which leads Germans to complain of the export of arms by English subjects to France, must arise from their inability or refusal to remember that the English Government is passive and not active in the matter. The misconception may be natural enough in individuals at a time of great popular excitements, but one can hardly conceive it as really existing in Governments and their representatives. The English Government, as a neutral, remains passive, imposing no restraint on the activity of her individual subjects in various branches of trade. If it happens that this passiveness has an unequal operation, that furnishes no ground of complaint. If it is not the duty of the neutral to interfere, the effect of her not interfering is not open to discussion. Where she interferes gratuitously she is responsible to the party injured thereby.

But though there is no question that the neutrality of England has been complete and *bonâ fide*, there may be a question whether the international rule of non-interference with trade should not be revised. Lord Penzance has written a letter to the *Times*, in which he maintains strongly that the existing state of things is the best. He says:—"Where will you draw the line? If you prohibit the exportation of arms and gunpowder, how about other commodities which may happen to be part of the sinews of war? How about all the things *ancipitis usus*? But the matter goes further than this. If it be carried to this length, will not the demands on neutrality be pushed further? Why, the very general trade of a belligerent furnishes her with wealth, without which no power can carry on war. For what other reason did the Northern States of America desire to stop the cotton trade of the South?"—To this argument the *Times* replies:—"Surely Lord Penzance as an able judge ought to know that 'where will you draw the line' is one of the most plausible and pernicious of logical processes. There is no department of law in which distinctions far slighter than those between munitions of war and commodities *ancipitis usus* are not daily acted upon."

It is sufficiently plain that if the rule is to be altered it can only be done by specifying distinctly articles of direct munition, such as arms and powder; and that to attempt any restraint on traffic in things *ancipitis usus* would be utterly unreasonable, and could only lead to confusion and strife. It would be quite possible to draw such a hard and fast line, and only in that manner ought any alteration to be made. Certain articles must be distinctly specified, and it must be understood that as to anything not included in the list, affairs remain as before. Only by drawing a very rigid and clear line of demarcation will it be possible to avoid a confusion, which might very possibly result in grafting new wars on the old ones.

Admitting, then, that to require a veto on the export of arms is to require what is perfectly feasible, is it really expedient that any modification should be made in existing requirements? Of course, no change can be made till the present war is over; a movement now would involve a breach of neutrality. But more than this, if any movement is ever to be made, it ought to be an international movement and not an alteration of her municipal law by a solitary nation. An international congress should resolve that in future neutrals should be expected to restrain their subjects' trade in certain specified articles, and it would then become the duty of each power to provide in its municipal law the means of enforcing such a restriction. More than this cannot be done, but this much certainly can be done if the great powers agree. Yet we think those over sanguine who anticipate that any such change would make the position of a neutral an easier one than it is now, or prevent her incurring the ill-will of the belligerents. It is almost impossible that any neutrality which is worth the name should not give offence to excited belligerents. Each will still believe in her heart that the neutral whose support she would most have coveted ought not to have been a neutral, but ought to have been on her side. You can never remove that rock of offence which is at the bottom of the whole.

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You may take away one set of pretexts, or place it in the power of neutrals to do so, but you will open others or you will find that others will be open. If you require neutrals to stop the export of arms you cannot compel belligerents to believe that they comply with proper vigilance. If any alteration is to be made it must be made by drawing a hard, sharp line, but we are not sure that it is expedient to make any.

JUDICIAL STATISTICS, 1869.

PART II.

The return made by the Queen's Coroner and Attorney and the Master of the Crown Office shows that under the peculiar jurisdiction of the Crown side of the Court of Queen's Bench there was but little difference in the amount of business transacted in 1869 from that of 1868.

In the three superior courts of common law the number of writs of summons issued was 81,778; in 1868 the number issued was 82,876, and in 1867 127,222. The decrease, therefore, in this portion of the business of the three superior courts is sufficiently apparent to be beyond a doubt; but if this were not the case we find that 27,549 appearances were entered as compared with 28,747 in 1868. The judgments were 30,152 as against 30,451, and the executions issued were 23,679 as against 23,111 in 1868; but this increase in proceedings of a subsequent stage cannot be estimated as an increase of the work of the courts when the numbers are compared with those of 1867, in which latter year the judgments were 41,704 and the executions 29,283. The total amount of fees received in all the courts was £68,992 9s. 6d.; the amount in 1868 was £59,382 0s. 6d., and in 1867 it was £80,429 19s. 6d.

The number of bills of costs taxed in the Court of Exchequer in 1869, exclusive of bills taxed under the statute, was 4,521 against 4,971 in 1868, and 8,930 in 1867. No return is given under this head for the Court of Queen's Bench or for the Court of Common Pleas for 1869.

According to a return furnished by the Master of the Court of Common Pleas it appears that the number of election petitions presented to the Court in the year 1869 under the "Parliamentary Elections Act, 1868," was 74; and the results were as follows:—

Elections declared valid	28
„ „ void	13
Petitions withdrawn by judge's order ...	25
„ filed, but no security given ...	7
„ in which proceedings were stayed by rule of court...	1
	74

The total amount of the bills of costs on these petitions was £38,113 15s. 2d., of which sum £17,534 7s. 4d. was taxed off.

The returns of the associates of the three Superior Courts of Common Law and of the Clerks of Assize and the Clerks of the Crown with regard to the courts at Westminster show that the number of remanets from 1868 was 318 as against 379 from the previous year, and 480 from 1866. At Westminster 2,810 cases were entered for trial, and at Nisi Prius 1,376, being a decrease from the numbers of 1868. Of the Nisi Prius cases 911 were tried, 431 were withdrawn or struck out, and 34 were made remanets. At Westminster 1,067 cases were defended, 356 were undefended, 1,407 were withdrawn or struck out, and 298 were made remanets. In all these numbers a considerable decrease from those of the previous year is shown. Besides the cases already mentioned there were entered for trial 39 causes from the Common Pleas of Lancaster, 3 from the Common Pleas of Durham, and 3 from the Court of Probate, of which numbers 34 were tried. In the preceding year the number of causes entered was 58 from the Common Pleas of Lancaster, 3 from the Common Pleas of Durham, and 5 from the Court of Probate.

The return of the judgments entered up in the offices of the respective courts shows that they numbered 30,152, being 299 less than in 1868.

There were tried at Westminster and on circuit 2,844 causes, being 88 less than in 1868. In these cases the verdict was for the plaintiff in 1,964 instances, and in 303 for the defendant; the jury in 26 cases was discharged without giving a verdict, and in 94 a juror was withdrawn; in 86 cases the plaintiff was nonsuited, and in 371 there was a *stet processus*, the venue was changed or the record was withdrawn. The number of causes being less, the amount recovered was less in 1869 than in 1868, the sums being in the former year £455,594, and in the latter £550,966. The number of executions under writs of *fieri facias* was 14,769, of *capias ad satisfaciendum* 8,223, of possession 500, of *elegit* 104, of *exegi facias* 75, and of *capias utlagatum* 8.

The total number of executions was 23,679, as against 23,111 in 1868. Rules for a new trial were refused in 91 cases, and rules *nisi* were granted in 236; in 108 cases rules absolute were granted, and in 87 refused; and in three cases the court was divided. These numbers all exhibit a a decrease from those of 1868.

To the 81,778 actions commenced by writ of summons, 27,549 appearances, as before stated, were entered; it is therefore to be inferred that in the 54,228 remaining cases no step was taken towards a defence. Of the 27,549 cases in which appearances were entered, 4,186, or 15·1 per cent. only were entered for trial; and of these only 2,334, or 55·7 per cent., were brought to trial; and in 356 of the number brought to trial the cases were undefended. The number of trials was 2·8 per cent of the number of writs issued; in the preceding year the proportion was 2·9 per cent.

In judges chambers 55,826 summonses were issued in 1869, as against 57,531 in 1868; in other proceedings in judges chambers there appears to be a slight increase in the numbers.

From the return of proceedings in error it appears that, including remanets from the previous year, there were 63, of which number 44 were disposed of, and 19 were made remanets or stood for judgment. In 1868 the proceedings were 51; of these 41 were disposed of, and 10 were made remanets.

The total amount of the Suitors Fund of the three courts, including £70,231 0s. 4d. remaining from 1868, and £212,001 5s. paid in in 1869, was, up to the 1st of January, 1870, £282,232 5s. 4d., and of this amount £169,341 12s. 8d. was paid out during the year 1869, leaving, on the 1st of January, 1870, a balance of £112,800 12s. 8d., which is £42,659 12s. 4d. more than the balance on the 1st of January, 1869. The amount of fees received in stamps was, in the year ending the 31st of March, 1870, £91,598 11s. 5d., and in the year ending 31st of March, 1869, £94,097 16s. 2d., showing a decrease of £2,499 4s. 9d. in this item.

In the 59 county court circuits in England and Wales, the entire number of plaints entered in 1869 was 940,342, being 35,031 less than in 1868, and 1,546 less than in 1867. In the year 1868 the number of plaints entered was 33,485 more than in 1867, 102,827 more than in 1866, and 192,560 more than in 1865. The number of days of sitting for the whole of the circuits was 7,969. The average number of causes for each day of the sittings was 68·5, calculating the whole number of causes determined. The highest average number of causes determined in one court on each day of sitting was 169, and the lowest 28. During the year 545,973 causes were determined, of which 1,063 were with a jury, and 544,910 without a jury; 321,585 judgments were in favour of the plaintiff, besides 206,017 for the plaintiff by consent or on default; 9,646 were for the defendant, and there was a nonsuit in 8,725 cases. Judgment summonses were issued to the number of 120,062, and 67,367 were heard. Warrants of commitment were issued in 34,299 instances, and 9,709 debtors were imprisoned. The number of debtors imprisoned

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was in the proportion of one for 95·8 of the number of plaints entered, including the 595 cases from the superior courts; in 1868 the proportion was one for 101. The executions issued amounted in number to 179,791. The total amount for which plaints were entered was £2,622,565; in the year 1868 the sum was £2,577,133. The amount recovered on the hearing was £1,326,901, and the costs recovered amounted to £60,274; in the previous year £1,323,006, and £58,619 costs were recovered. Fees on all proceedings in county courts amounted to £357,494, being £2,929 more than in 1868, the amount of fees in that year showing an average increase of £32,233 for each of the three previous years.

The year 1869 was the fourth year during which the equity jurisdiction has been exercised by the county courts, and the number of the proceedings under that special branch has shown an annual increase. Leaving out of the calculation the three months in the year 1866 during which the Act was first in operation, and which may be considered as exceptional, it appears that the equity business in the county courts was as follows for the years 1867, 1868 and 1869 :—

	1867.	1868.	1869.
Total number of equitable suits or proceedings	613	679	750
Number of plaints entered:—			
For administration of estates...	189	236	248
For the execution of trusts ...	48	54	54
For foreclosure or redemption, or for enforcing any charge or lien	112	104	120
For specific performance ...	105	87	115
For delivering up or cancelling any agreement for sale or purchase	9	8	10
For the dissolution or winding up of a partnership... ...	55	54	61
	518	543	608

Number of petitions or notices filed:—

	1867.	1868.	1869.
For the appointment or removal of trustees	35	30	33
For any other purpose under the Trustee Acts	28	55	43
For the maintenance or advancement of infants ...	11	15	12
For partitions	—	2	13
For injunctions	21	13	15
	95	115	116

The number of appeals to the Court of Chancery from county court decisions in equity was, in 1867, 8; in 1868, 6; and in 1869, 9. There is therefore shown a palpably gradual increase in the equity business transacted in the county courts under the Act of 28 & 29 Vict. c. 99.

Another special jurisdiction conferred on the county courts was that under the County Courts Admiralty Act, 1868. It appears that twenty-six county courts, besides the City of London Court, exercise this jurisdiction, under which, in the year 1869, the total number of admiralty proceedings was 462, in which the claims amounted to £40,753. The number of these cases set down in the returns as "pending," but which are supposed to be settled, is 103. There were 164 final decrees, and from 9 of these there was an appeal, and 12 cases were transferred to the High Court of Admiralty.

In the City of London Court, which is assimilated with the county courts, but for which separate returns are made, the number of plaints entered was 16,301, as against 14,933 in 1868, and 11,739 in 1867. There were, besides these, 57 cases from the superior courts as against 78 in 1868. The amount of debts recovered on the hearing was £31,263, as against £27,786 in 1868, and £18,858 in 1867, the amounts for which plaints were entered having been £69,508, £63,392, and £42,651 respectively. In this court there is an undoubted annual increase in the business.

Equity proceedings in the City of London Court were on a limited scale, the total number of equity proceedings having been 16 in 1868, and 11 in 1869.

Only eighteen of the courts having local jurisdiction transacted any business in 1869. Under 31 & 32 Vict. c. 130 (Local), which came into operation on the 1st of January, 1869, the Manchester and Salford Courts were amalgamated under title of the Salford Hundred Court of Record. In the amalgamated court 8,301 writs were issued in 1869 for an aggregate amount of £111,723. In the preceding year the number of the proceedings in the two courts was 6,012 for an aggregate amount of £81,593. In the remaining courts the total number of plaints entered in 1869 was 5,845 for an aggregate amount of £177,286, as against 6,091 plaints for an aggregate amount of £182,320 in 1868. In eight of the courts mentioned in the return there were no proceedings in 1869, and in seven of the same courts there were none in 1868. In the Southwark Court of Record there were 7 plaints in 1868 and none in 1869.

The number of actions entered in 1869 in the Lord Mayor's Court of London was 12,962, being 2,882 more than in 1868, and 6,878 more than in 1867.

In the Court of the Vice-Warden of the Stannaries there were 25 petitions in equity entered in 1869 as against 31 in 1868; there were 87 affidavits in equity filed as against 62 in 1868; there were 41 injunctions and interlocutory orders, 116 registrars summonses, orders, and certificates, and 17 registrars reports. In Devon there were no proceedings under the common law jurisdiction of this court, but in Cornwall there were 3 writs issued as against 4 in 1868. There were further 2 plaints entered as against 5 in 1868. For the winding up of companies there were 26 petitions as against 15 in the previous year; 14 orders for winding up were made and 241 orders exclusive of winding up orders. The total amount of debts claimed and adjudicated on was £28,798 in 1869, £16,966 in 1868, and £119,608 in 1867.

The general return from the Court of Bankruptcy is for the year ending the 11th of October, 1869. The number of adjudications of bankruptcy was 10,396 in 1869, being 1,201 more than in 1868; in 5,804 cases the debts did not exceed £300. The total amount realised under the several bankrupts estates was £644,403 18s. 6d. In 1,695 bankruptcies there was a dividend, and in 7,346 there was no dividend; the corresponding numbers of the cases in 1868 were 1,714, and 6,489 respectively. In 953 cases the dividend declared was less than two shillings and sixpence in the pound, and in 1,581 it was less than ten shillings; in 114 cases it was above ten shillings, and only 38 bankrupts paid twenty shillings in the pound. The proportions of these numbers do not differ materially from those of 1868. There were 4,668 trusts deeds registered in 1869 as against 8,045 in 1868.

The bills taxed in the masters' office in 1869 numbered 5,277, being 410 more than in 1868, and 266 more than in 1867.

Appeals from bankruptcy decisions were 51 in 1869, 94 in 1868, and 74 in 1867.

Fees received by the messengers, including deposits applied to the payment of bills, amounted to £36,013 6s. 1d.; the payments amounted to £25,550 13s. 7d., leaving a surplus of £10,463 2s. 6d. The payments include the salaries of the messengers and their clerks.

Sums received by way of deposit amounted to £41,034 3s., and sums returned to £25,619 0s. 10d., leaving a balance of £15,515 9s. 4d.; in 1868 the deposits amounted to £33,411 9s. 2d.

The fees in bankruptcy received by the registrars of county courts amounted to £14,236 14s. 9d., and those received by the high bailiffs to £17,351 19s. 11d.

The whole of the preceding statements of bankruptcy returns, except where otherwise specified, relate to the

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London District Court, the Country District Courts, and the county courts collectively.

The returns of the revenue and expenditure of the Court of Bankruptcy for the year 1869, show that the total receipts for the year amounted to £141,750 16s. 10d. as against £149,122 2s. 3d. in the previous year. The payments amounted to £124,753 6s. 3d., and an investment was made to the credit of the Chief Registrar's account to the amount of £15,000. In the four preceding years investments were made of £40,319 15s. 3d., £35,000, £15,000, and £30,000 respectively. The amount received by the Bank of England during the year was £723,519 18s. 8d., and the amount paid was £657,025 15s. 8d. The total balance of stock at the end of the year on the several different accounts was £1,907,961 10s. 8d., besides £75,000 in exchequer bills and £113,852 1s. 7d. cash, of which amounts £1,888,403 6s. 10d. stock and £31,107 19s. 6d. cash have been, in pursuance of the Act of 32 & 33 Vict. c. 91, s. 9, transferred to the Commissioners for the Reduction of the National Debt.

The payments made during the year for salaries amounted to £69,479 7s. 1d., and for retiring annuities to £12,234 7s. 4d., making a total of £81,713 14s. 5d., as against £90,132 9s. 9d. in 1868. The expenses were £14,785 6s. 6d., as against £14,577 16s. 11d. in 1868. The very slight increase in the bankruptcy business in 1869 is probably to be accounted for by the fact that the law on this subject was in a state of transition, and that therefore the business was influenced by the uncertainty thereby produced.

LEGISLATION OF THE YEAR.

CAP. LX.—*An Act to relieve brokers of the city of London from the supervision of the Court of Mayor and Aldermen of the said city.*

Up to the passing of this Act, brokers of the city of London, under certain Acts, of James I., Anne, and Geo. III., were, under the jurisdiction of the Court of the Mayor and Aldermen, and were required on admission to take an oath faithfully to perform the broker's function, and to find two sureties or deposit £1,000 stock as security, besides entering into their own bonds conditioned in £1,000. Each broker had also to pay £5 a-year. This control was complained of by the brokers, who objected to being saddled with payments and conditions from which their provincial brethren were free, and said moreover that they received no *quid pro quo* in the shape of public confidence, since the censorship of the Court of Mayor and Aldermen amounted to no real guarantee of trustworthiness. That court, when a complaint was made against one of its sworn brokers, had jurisdiction to hear the charge, and might, if the charge was proved, strike the broker off the list. The procedure was, immediately that a charge was made, to call on the accused to answer it; no compensation could be given for a frivolous charge, and the charge itself was a privileged communication. The purport of the new statute is—that it leaves to the city merely the £5 a-year and small fees on admission, and takes away all control, discretion, and jurisdiction whatever relating to the matter. The Court can, so far as it heretofore could, require brokers to be admitted, and that is all. Saving, of course, any pending proceedings, all the previously given bonds are annulled, and all sums of stock deposited revert to the depositors. The censorship provided by the new statute is this—that the Court of Mayor and Aldermen is to keep a list, and if any broker is convicted of felony or fraud, or if an equity, common law, or bankruptcy judge certifies in any action or suit, &c., that any broker ought to be disqualified, either altogether or for a time, the Court of Mayor and Aldermen is to remove his name accordingly. Thus, the only thing left to the Court of Mayor and Aldermen is some fees, and the duty of erasing a name on receiving instructions to do so.

CAP. LXI.—*An Act to amend the law relating to life assurance companies.*

The evils which have led to the passing of this Act—the wide-spread insolvency among insurance companies, and the reckless and unjust practice of amalgamation—are too well remembered to need recital. The Act endeavours to compel solvency, by requiring that every home company established after 9th August last, and every foreign company beginning life business in the United Kingdom after that date, shall deposit £20,000 in Chancery, not to be returned till the life assurance fund accummulated from premiums shall amount to £40,000. It further requires certain statements of assets and business, and certain actuarial reports and abstracts, to be deposited from time to time with the Board of Trade, and furnished on application to all shareholders and policyholders. The details of these, which are provided for in voluminous schedules, we need not discuss here, as they fall rather within the province of the actuary than of the lawyer. It has been, as we have before pointed out, a defect in the past system, that the policyholders have possessed no means of insight into or control over the working of the companies. The foregoing provisions are intended to give them the former. The Act also provides for the keeping of life or annuity business quite separate from any other business which the company may carry on.

Amalgamations or transfers of business are to be made only with the sanction of the Court of Chancery obtained on petition, notice to be given in the *Gazette*, and an abstract of the "material facts of the agreement," and copies of actuarial or other reports on which it is founded, to be sent, in cases of amalgamation to all policyholders of both companies, and in cases of transfer to all policyholders of the transferred company. The Court, after hearing the directors or anyone else whom it thinks entitled to be heard, may confirm the transaction "if it is satisfied that no sufficient objection to the arrangement has been established," but is not to sanction where one-tenth in amount of the policyholders dissent.

The Act provides pecuniary penalties on the companies for non-compliance with its requirements, and penalties of fine and imprisonment on any person signing any document required by the Act, if the same shall be false to his knowledge. It would be very difficult to prove a *scienter* in the latter case. There is no cognisance of defaults made by parties who prepare documents which they are not required to sign.

The 21st section deals with winding up. It is intended to remedy some deficiencies in the powers of the Court of Chancery, under the winding-up provisions of the Companies Act, 1862, which were disclosed by the well-known decision in the *European Assurance Company's case* (18 W. R. 9). In that case Vice-Chancellor James decided, in construing the 79th and 80th sections, that the Court can only wind up a company as "unable to pay its debts," when the company has been proved unable to pay debts then actually due and recoverable; and that under the "just and equitable clause" the Court can wind up only when the assets and existing liabilities are such as to make it reasonably certain that the existing and probable assets would be insufficient to meet the existing liabilities. The Vice-Chancellor here did not, as some supposed, disregard the liability on running policies; on the contrary, he expressly contemplated a balancing of the existing and probable assets against that liability; but he refused to consider the direction in which the concern was going by any recognition of future assurances which might be anticipated from the public. The present Act now provides that the Court may wind up a company on petition of one or more shareholders or policyholders (thus including the holder of a running policy), if it considers that the company is proved insolvent; and in determining that question "the Court shall take into account its contingent or prospective liability under policies, and annuity and other exist-

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ing contracts." So far, therefore, this section simply confirms what Vice-Chancellor James had laid down; and proceeds further to bestow on holders of running policies a voice on the question of winding up.

There was another point in which the Vice-Chancellor's decision on the *European Company's case* was somewhat misunderstood. In estimating the value of the uncalled capital as an asset he did not lay down that the Court will not weigh the probability that only a certain percentage will be realisable; on the contrary, he expressly recognised the possibility of substantiating such an allegation by evidence of the insolvency of shareholders. But he did say that such an allegation was not, in his opinion on the case before him, substantiated by the fact that a past call had realised only five-sevenths of its amount. The new Act provides what seems a fair solution of this difficulty, by empowering the Court in such a case to adjourn the petition in order to see what the necessary call will actually produce. Certainly the delay will be very inconvenient to all parties, but this seems the best way out of the difficulty.

The Court is not to hear the petition till a security has been given for costs, and a *primâ facie* case made out. This is aimed, of course, at the "wrecking petitions." By the 22nd section the Court is empowered, instead of winding up, to "reduce the amount of the contracts" of an insolvent company, upon such terms as it thinks fair. One can hardly speculate on the operation of this provision.

The Act has given to the holders of running policies the power to petition for a winding up if the company appears insolvent. Annuitants are not included; the reason, we suppose, must be that the annuitant can proceed upon his debt, if any default is made of an insolvent. But we do not see why annuitants should not have been included among the parties entitled to a voice on the question of amalgamation or transfer.

CAP. LXII.—*An Act to amend and extend the Acts relating to factories and workshops.*

The main object of this Act is to bring print works and bleaching and dyeing works more nearly under the same regulations as factories. The history of the legislation on this subject is rather curious. The original Factory Act of 1833 did not apply to such works in the first instance, nor did the Factory Act passed in 1844, but in that year a separate Act was passed for the regulation of print works, which applied also "incidentally," as it is called in the Act, to bleaching works. In 1850 and 1853 other Acts were passed for the regulation of factories, these again not applying to print works or bleaching works; and then in 1860 an Act was passed entitled "An Act to place the employment of women, young persons, and children in bleaching works and dyeing works under the regulations of the Factory Acts." By the 1st section the four Factory Acts mentioned were applied to bleaching works, but by the 9th section it was enacted that they should not apply to works within the Print Works Act of 1844. In 1864 another Factory Act passed not extending to print works, and in the same year another Act relating to bleaching and dyeing works. Then in 1867 came another Factory Acts Extension Act not extending either to factories to which the Act of 1844 related, or to print works or bleaching works. Besides these, the longer and more important Acts, there have been four or five other short Acts amending or extending the others in particular points. Now, in 1870 we have an Act, the object of which is declared by the preamble to be the extension of the Acts relating to factories to print works, and to bleaching and dyeing works. In fact, however, it is only the Act of 1867 which is so extended, and this with considerable modifications. It is needless to add that these Acts much want consolidating. The present Act is a small effort in that direction, as it repeals six of the previous Acts. At the same time it leaves this branch of the law in an unsatisfactory condition, as many Acts have still to be referred to in order to become acquainted with all the enactments still in force upon the subject. With regard to the alterations made in the law, the Act itself and the schedules should be referred to by anyone who desires a knowledge of them. They are, in fact, too minute to be conveniently or accurately summarised. It will be sufficient for us to point out that the Secretary of State has ample powers of dispensing with or altering the regulations, in particular cases, on representation being made to him of any particular circumstances affecting the trade, temporarily or otherwise, and which it would seem are more likely to occur in these trades than in others. The new regulations do not come into force at all until January, 1871, and not completely till January, 1872.

CAP. LXV.—*An Act to amend the law relating to advertisements respecting stolen goods.*

Section 102 of the Larceny Act, 1861 (24 & 25 Vict. c. 96), enacts that whosoever publicly advertises for the return of stolen goods for reward without questions being asked, or otherwise advertises to that effect as in the section is specified, "or shall print or publish any such advertisement," shall forfeit the sum of £50 for every such offence to any person who will sue for the same.

The present statute has been passed to amend this section of the Larceny Act as to printers and publishers of newspapers. By section 2 "newspaper" is defined, and by section 3 actions against printers and publishers of newspapers under section 102 of the Larceny Act must be brought within six months after the forfeiture is incurred, *and* with the assent of the Attorney-General or Solicitor-General. Actions commenced before the passing of the Act may by section 4 be stayed in a summary manner on payment of costs.

It is to be noticed that the Act is much less extensive in its operation than the section which it amends. Section 102 of the Larceny Act applies to whoever advertises in a certain way and also to whoever shall print or publish such advertisements. The new statute only protects the "printers and publishers of newspapers." The title of the Act is "The Larceny (Advertisements) Act, 1870."

CAP. LXXVI.—*An Act to facilitate the arrest of absconding debtors.*

Up to the year 1869, as our readers are aware, the Superior Courts had power to arrest an absconding debtor after action brought. The county courts, subject to a minimum limit of claim, had power, acting as auxiliary to the Superior Courts, to detain the same debtor before action brought.

The Debtors Act, 1869, took away existing powers of arrest on mesne process, and in return it gave to the Superior Courts, and to them alone, certain powers of arrest which, to say nothing of their restrictions in other respects, can only be exercised after action brought.

The new Act enacts that the Court of Bankruptcy may cause a debtor to be arrested and safely kept until such time as the Court may order, if, *after a debtor's summons has been granted*, and before a petition of bankruptcy can be presented against him, it appear to the Court that there is probable reason for believing that he is about to go abroad with a view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition of bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy.

There can be no doubt that the increased difficulties since 1869 in the way of stopping the escape of absconding debtors has been a serious evil; and it is satisfactory to see any attempt to mitigate the evil. But it must be remembered that the value of any provisions for the arrest of absconding debtors depend chiefly on the promptitude with which they can be put in execution. And a power which can only be used after first going through the somewhat tedious preliminary of issuing a debtors

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summons will, we greatly fear, be found of little practical utility.

CAP. LXXVII.—*An Act to amend the laws relating to the qualifications, summoning, attendance and remuneration of special and common juries.*

This Act was passed to remedy the grievances of which jurymen in London and Middlesex have so long complained, and to which we have so often drawn attention. We think it will fairly attain its object, but its practical working may depend much upon the rules which the judges are empowered to make in order to carry it out. These have not yet been published, and we shall, therefore, defer our remarks upon the details of the Act until they appear.

RECENT DECISIONS.

EQUITY.

MONEY LENDERS—"UNFAIR DEALING."

Miller v. *Cook*, V.C.S., 18 W. R. 1061.

The Sales of Reversions Act (31 & 32 Vict. c. 4) enacts that no purchase of a reversion, made *bonâ fide*, and without fraud or unfair dealing, shall be opened or set aside merely on the ground of undervalue. Before that Act the Court of Equity was compelled, by its own practice, to set aside any purchase of a reversion if the vendor proved to have received less than the market value, even though the transaction might have been perfectly open, and untainted by a suspicion of fraud. This practice being found inconvenient, the Act placed sales of reversions on the same footing as sales of anything else—as to which, as everyone knows, if a man is stupid or careless enough to neglect his own interest so far as to sell his property for an undervalue, it is his own fault, and no Court will help him; but "fraud or unfair dealing" will move the Court of Equity to set aside the transaction.

Now what is "fraud or unfair dealing?" It is unfair dealing if a money-lender exacts £60 per cent. for an advance made part in cash and part in works of art or curious wines to a young man just turned twenty-one. But does an advantage taken of a man's urgent need for money necessarily fall within the category of "unfair dealing" moving the Court to interfere? Perhaps a middle-aged *roué*, a "man of the world," is at his wit's end for money, and, rather than go without, agrees to pay the same exorbitant terms to a West-end money-lender. Is that a case in which the Court will help the man who has gone into the usurer's den with his eyes open? The disposition of the Court has been, in dealing with non-reversionary transactions before the Act, not to interfere in such a case. See, for instance, Vice-Chancellor Wood's remarks in *Tynte* v. *Beavan* (13 W. R. 172, 2 H. & M. 295), and those of Lord Chelmsford in *Webster* v. *Cook* (15 W. R. 1001). And as the Act is meant only to put reversionary transactions under the same rule as non-reversionary, it should follow that if an expectant heir or other person interested *in futuro*, old and experienced enough to take care of himself, binds himself by a usurious bargain with a money lender, the Court would not assist him merely because he was hard driven for money at the time. The only reported cases touching this point since the Act have been before Vice-Chancellor Stuart, who, although he had done justice upon the particular facts before him, has made rather a jumble of the law. In *Wyatt* v. *Cook* (16 W. R. 502), for instance, which was undoubtedly a case for the interference of the Court, the Vice-Chancellor announced his dissent from Lord Chelmsford's observations in *Webster* v. *Cooke*. This was entirely unnecessary, as the two cases were very different; in the latter the plaintiff was a middle-aged man, "fully capable of taking care of himself," while in the former he had only just come of age. In the present case the same Vice-Chancellor seems to adhere to his own line, and, as all the cases appear to come before him, it may be that he may create a rule of his own, that if urgent need of money impelled the borrower to enter into the transaction with his eyes open, that is "unfair dealing," against which the Court will relieve. We have therefore again* explained the bearings of the point somewhat at length.

In the present case the borrower had not long attained his majority, which would probably have induced any other judge to interfere in his favour. He was attended during his visits to the defendant by a friend, who was a solicitor, but the Vice-Chancellor considered the intervention of the friend unimportant, partly by reason of his advice being "founded on misunderstanding or misrepresentation," and partly because the necessity the borrower was under rendered such presence and advice a mere matter of form, he not being present in his professional capacity.

COMMON LAW.

ACTION BY AUCTIONEER—PAYMENT TO PRINCIPAL.

Grice v. *Kenrick*, Q.B., 18 W. R. 1155.

It was decided as long ago as 1788, in *Williams* v. *Millington* (2 H. Bl. 81) that an auctioneer who sells goods by auction for a principal, may maintain an action for the price of the goods against the buyer, although the goods were sold upon the principal's premises, and were known to belong to the principal. The ground of the decision is that an auctioneer is something more than a mere agent. He is an agent to sell the goods, but in addition he is the person with whom the contract of sale is always understood to be made, whether or not the principal's name is known. The auctioneer has also an interest in the contract as he has a lien for his charges. As sales by auction are such well known methods of disposing of property, it must also be taken that the buyer knows that the auctioneer has an interest in the produce of the sales, and is not a mere hand to transfer the money to his principal. In *Robinson* v. *Rutter* (3 W. R. 405), which was an action by an auctioneer for the price of goods sold by him, a plea that the plaintiff was auctioneer and agent of one Kersey, and that the defendant had paid Kersey, was held bad on demurrer. Lord Campbell said, "As auctioneer the plaintiff must be supposed to have had a lien upon the price of the goods when paid for his commission and charges. It must be presumed that the plaintiff had a debt due to him from Kersey in respect of the sale, to be satisfied from the proceeds of the sale. The plea does not allege that this debt was paid nor show how the plaintiff had no longer a right to sue, nor aver that he had notice of the payment made to Kersey." In *Grice* v. *Kenrick*, which was also an action by an auctioneer for the price of goods sold by him, the conditions which were wanting in *Robinson* v. *Rutter* were supplied. The action came before the Court of Queen's Bench on appeal from a county court. One Weir had instructed the plaintiff to sell some goods by auction, and had agreed with the defendant, who was a creditor of Weir's, that the defendant should bid for some of the goods and that the price of such goods as were knocked down to him should be set off against his debt. Some of the goods were knocked down to the defendant, and he took them away, the auctioneer not being aware of the agreement and thinking that the defendant intended to pay him the price. There was no question of fraud in the matter. The plaintiff had no claim on Weir for charges, &c., as they had all been duly discharged by Weir, and if the plaintiff recovered in the action he would have had to pay the money over to Weir. Under these circumstances it was held that the plaintiff could not recover, and, of course, a plea stating such facts as these would be a good answer to a similar action in a superior court. A comparison of the cases of *Robinson* v. *Rutter* and *Grice* v. *Kenrick* will show how far the purchaser of goods at an auction can by payment to the principal discharge himself from liability to the auctioneer.

* *Vide* 12 S. J. 670.

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REVIEWS.

The Elementary Education Acts, 1870. By HUGH OWEN, Jun., of the Middle Temple, Barrister-at-law. London: Knight & Co.

This is a print of the late Act, with an introduction in which the provisions of the Act are recapitulated in the form of a summary of the procedure, &c. The subject is scarcely one which falls within our province, but as the print is furnished with annotations embodying cross references and explanations (including some legal citations), and an index, it will be serviceable to those who have to find their way about this new subject.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar ROCHE.)

Oct. 19.—Adjudication of bankruptcy was made this day against William Federan Nokes and George Carlisle, solicitors, of Finch-lane. The liabilities were stated at £20,000, and the assets spoken of as of inconsiderable value. In the first instance the debtors presented a petition for liquidation, but the proceedings had fallen through, and it was stated that on Thursday last the creditors resolved upon an administration of the estates in bankruptcy.

Messrs. G. and A. Lindo are the solicitors to the proceedings.

Notice was given of intention to apply for the dismissal of the petition.

The 3rd of November, at eleven, was appointed for the first meeting.

COUNTY COURTS.

BROMPTON.

(Before Sir E. WILMOT.)

Stamp—23 & 24 *Vict. c.* 15, *s.* 1.

Oct. 4.—*The Legal, Clerical, and Medical Co-operative Society (Limited)* v. *Hacs.*

This was a motion for a new trial. The plaintiff's company was promoted about three or four years ago by Mr. J. Finlaison, a member of the bar, and others, and for the last two years had been winding up under supervision, Mr. Finlaison being the official liquidator. The defendant had held premises in the same building as the company, and under the same landlord, under an agreement, to which not only the landlord and defendant, but also the company, were parties, and whereby, after the ordinary demise and usual mutual agreements between lessor and lessee, the defendant further agreed with the company (*inter alia*) "to bear such proportion as to the directors may appear just of the cost of coals, gas, and water supplied to the building, of cleaning and watching." This agreement was stamped as a lease, and signed by the landlord and the company, as well as the defendant.

The defendant, having left the premises before the expiration of his term, and refused to bear any part of the expenses charged to him by the company on this account, the present action was brought to recover £5 4s. 4d. At the hearing, on the 29th of June last, it was objected that the above recited clause of the agreement, being wholly collateral to the demise from lessor to lessee, required a separate stamp, and that the lease stamp was insufficient.

On this ground a non suit was entered against the plaintiffs, and costs allowed to the defendant.

On motion for a new trial—

J. Finlaison, for the plaintiffs, argued that a stamp was only necessary where, at the time of entering into the contract, it could be proved that the subject-matter exceeded £5 in value. Here the value of the charges for coals, gas, &c., was quite uncertain at the time of making the contract, and did not in fact exceed £5 4s. 4d. He cited:—The Stamp Act, 23 & 24 Vict c. 15, s. 1; *Hill* v. *Ramm*, 5 M. & G. 789; *Taylor* v. *Steel*, 16 M. & W. 665; *Feltham* v. *Cartwright*, 7 Scott, 695; *Liddiard* v. *Gale*, 4 Ex. 816; *Melanotte* v. *Teasdale*, 13 M. & W. 216; *Lloyd* v. *Mansel*, 19 L. J. N. S. Q. B. 192; *Rowland* v. *Lazarus*, 1 F. & F. 466; *Rex* v. *Inhabitants of Enderby*, 2 B. & Ad. 205; *Orford* v. *Cole*, 2 Stark, 351; *Cox* v. *Bailey*, 6 M. & G. 193; and *Brown* v. *Dawson*, 12 A. & E. 624.

Thomas, for the defendant, argued that the consideration for the agreement was the yearly rent of £50, and therefore each part required a stamp.

Sir E. WILMOT said there could be no doubt that the consideration for this part of the contract, as between plaintiffs and defendant, was the value of the charges to be paid by the defendant, and this did not appear necessarily to exceed £5. The cases plainly showed that to bring an agreement within the Stamp Act, the amount must admit of being shown to exceed £5, and must therefore be ascertainable at the time of entering into the contract, when the stamp has to be affixed. In the present case that could not be shown, and therefore the previous nonsuit was erroneous.

Order for a new trial accordingly.

Finlaison asked for costs.

Sir E. WILMOT said that the present application would have been unnecessary had the cases been cited to him on the previous occasion. As the plaintiffs had thus occasioned the application, they must pay the defendant his costs of the day.

Solicitors for the plaintiffs, *Belfrage & Middleton.*

APPOINTMENTS.

Mr. HENRY JEFFREYS BUSHBY, barrister-at-law, of the Home Circuit, and Recorder of Colchester, has been appointed a police magistrate for the metropolitan district, and will fill the vacant seat at the Worship-street Police Court. The new magistrate (who was born on the 4th of October, 1820) is a son of the late Henry Turner Bushby, Esq., a judge in the Madras Civil Service, by Lucy Anne, daughter of the late Thomas Jeffreys, Esq. He was educated at Eton, and afterwards at the East India Company's College at Haileybury, where he took the gold medals in classics, law, and political economy. In 1840 he was nominated to the Bengal Civil Service, and in the same year was appointed assistant to the Governor-General's agent for the Rajpoot States; he resigned the Indian service in 1843. On his return to England he studied for the legal profession, and was called to the bar at the Inner Temple in November, 1851. He joined the Home Circuit, practising also at the Herts and Essex sessions, and was appointed Recorder of Colchester in March, 1863. Mr. Bushby is the author of several works—namely, an "Election Manual," "A Month in the Camp before Sebastopol," and "Widow Burning." In November, 1862, he married Lady Frances North, younger daughter of the sixth Earl of Guilford, by which lady he has issue two sons and a daughter.

Mr. JAMES FOSTER WATSON, solicitor, of Liverpool, and assistant registrar of the county court, has been appointed by the judges of that court (Mr. J. K. Blair and Mr. Serjeant Wheeler) to be joint registrar with Mr. Hine; this joint registrarship is a newly created appointment. Mr. Watson was certificated in 1857, and was for some years in partnership with Mr. James Otley Watson, of Liverpool, until his appointment as assistant registrar of the Liverpool County Court.

Mr. CHARLES SAMUEL GOODMAN, solicitor, of Liverpool, has been appointed by the Bootle Town Council legal adviser to the Corporation of Bootle, one of the outlying townships of the borough of Liverpool. Mr. Goodman, who is a member of the Liverpool firm of Forshaw, Goodman, & Hawkins, was admitted in 1849, and was formerly law clerk to the Corporation of Southport, which office he resigned last year.

Mr. DAVID JOHN HUBBARD, solicitor, of Bucklersbury, City, has been appointed by Mr. Alderman Dakin (Lord Mayor elect) to be clerk to the city ward of Candlewick, in succession to his father, the late Mr. J. J. Hubbard. The new clerk was certificated in 1867, and has performed the duties of ward clerk for his father during the past two years.

Mr. JAMES EDWARD ATTER, solicitor, and town clerk of Stamford, Lincolnshire, has been appointed, by the Town Council of that borough, Clerk to the newly-organised Local Board of Health. Mr. Atter was admitted an attorney in 1864, and, besides the town clerkship, holds the office of coroner for the borough of Stamford.

The Earl of Cork and Orrery has been nominated Chairman of the Court of Quarter Sessions for Somersetshire, in the place of Sir William Miles, Bart., who has resigned.

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FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Tenancy by Courtesy in New York.—The New York Supreme Court, in a case of *The matter of Francis M. Winne (an infant)*, reported in the *New York Daily Transcript* of September 21, holds that the estate of tenancy by the courtesy survives to the husband on the decease of his wife, in all her real property to which it would have attached at common law, and over which she has not exercised the power of disposition given by the Married Women's Act of 1848 and 1849.

We learn from the *Chicago Legal Journal* that the Supreme Court of Illinois have decided in a case of *Mosher* v. *Griffin* (51 Illinois Rep.), that a plaintiff was not entitled to recover for services rendered in training a race-horse, the services being rendered in aiding an act forbidden by statute—viz., gaming,—which horse-racing had been held to be in *Tatman* v. *Strader* (23 Ill. 494). It made no difference that the race was not run. But the Court held that an action would lie for the shoeing and feeding of the horse, for it must be fed and shod in any case.

In the case of *Robinson* v. *The International Life Assurance Society of London* (reported in the *New York Daily Transcript* of Sept. 27), the Court of Appeals (New York) holds that the authority of an agent in the State of Virginia, appointed by the general agents and local boards of directors of the company in the city of New York, was not revoked or suspended by the existence of the state of war arising from the rebellion of the Southern States; and that the receipt of Confederate money by such agent, in payment of premiums, was good payment and binding upon the corporation.

OBITUARY.

MR. ALDERMAN T. WALMSLEY.

Mr. Thomas Walmsley, barrister-at-law, and an alderman, of Preston, in Lancashire, died at Ashton House, near that town, on the 10th of October, aged sixty-six years. He was the son of Mr. Richard Walmsley, who carried on business as a woollendraper at Preston about half-a-century ago. In early life he was articled to Mr. William Cross, a local solicitor, but afterwards studied for the higher branch of the profession, and was called to the bar at the Inner Temple in June, 1835. For some years he was a member of the Northern Circuit, practising also at the Preston and Manchester sessions. In 1852 he was elected to represent St. John's Ward in the Town Council of Preston, in succession to Mr. Robert Ascroft, solicitor, who resigned on being appointed town clerk. Immediately after his election Mr. Walmsley was chosen mayor, which position he occupied for a couple of years, when he was re-elected a councillor for the same ward. During his mayoralty public feeling in Preston was in a very excited state in consequence of the lock-out in the cotton trade, but he held the reigns of office with a firm hand. He became an alderman in 1855, and was again mayor in 1859-60. In 1840 Mr. Walmsley married the daughter of a London tradesman, and shortly after settled at Preston. Mr. Walmsley leaves no children, and by his demise the direct line of a very old Preston family dies out.

MR. L. VIGURS.

Mr. Louis Vigurs, barrister-at-law, of Rose-hill, Penzance, died on the 14th October, after a lingering illness. Mr. Vigurs (who was in his fifty-fifth year) studied at Downing College, Cambridge, after which he adopted the legal profession, and was called to the bar at the Inner Temple in June, 1845. He devoted himself to the study of the law relating to railways, and when the West Cornwall Railway was established, he was elected chairman of the Board of Directors of that company, which position he occupied till his death. Mr. Vigurs managed the affairs of the West Cornwall Railway with unusual ability and judgment, and was much respected by his brother directors.

MR. J. M. BARRET.

Mr. Joseph Morton Barret, solicitor, of Leeds, expired on the 10th of October, at the age of fifty-two years. Mr. Barret was certificated in 1846, and was originally in partnership with the late Mr. Edward Barret. He was largely employed in the revision courts on behalf of the Liberal party. He was a member of the Yorkshire Law Society, and was also a perpetual commissioner, a commissioner for administering oaths, and a commissioner for taking affidavits.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

On Wednesday morning the 12th inst. the half-yearly general meeting of the Solicitors' Benevolent Association was held at the Law Library, Bristol, under the presidency of Mr. W. Strickland Cookson (of London), chairman of the Board of Directors.

The SECRETARY (Mr. T. Eiffe) read the notice convening the meeting, the minutes of the previous meeting, and the report of the directors. The following are extracts from the report:—

"During the half-year terminating on the 30th of September last 75 new members were admitted to the association, making, with those elected during the preceding six months, a total accession of 170 new members within the year—a number in excess of that of last year.

"The association has now 2,117 members enrolled, of whom 732 are life, and 1,385 annual subscribers. 22 life members are also annual contributors to the funds.

"The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the half-year amount to £2,614 19s. 8d., which, added to those of the preceding six months, give a total of £3,932 9s. 5d. as the receipts during the entire year.

"Included in the receipts of the past half-year is a munificent donation of £1,000 from the executors of the late John Saunders, Esq., of St. Ann's Villa, Burnham, Somersetshire, most kindly appointed to this association by the executors, under a power contained in the will, out of the residuary personal estate placed at their disposal by their testator.

"During the half-year, a sum of £180 has been disbursed in grants to distressed members and the families of deceased members, and a sum of £140 has been distributed in relieving 15 necessitous families of deceased solicitors who were not members of this association. These amounts, with the grants made during the preceding six months, give a total sum of £410 expended within the year in assisting members and their families, and of £295 in relieving the families of deceased solicitors who were not members, making in the whole £705.

"By a resolution adopted at the general meeting in 1862, the relief fund is for the present limited to the amount of the annual dividends of the association. An opinion has been expressed that the time has arrived when this restriction may be wisely removed; and it will remembered that a suggestion to this effect fell from the Vice-Chancellor Malins while presiding at the last anniversary festival. The directors propose to take the sense of the meeting on this question.

"The funded stock of the association now consists of £7,803 17s. 8d. India Five per Cents., £5,016 1s. 2d. India Four per Cents., £5,071 6s. 4d. Three per Cent. Consols, and £300 London and North Western Railway Four per Cent. Debenture Stock, producing together dividends amounting to £767 per annum.

"At the date of the balance sheet a sum of £1,154 15s. 4d. (£1,000 of which has been since invested) remained to the credit of the association with the Union Bank of London, and £15 was in the Secretary's hands.

"The creation of a special fund, for the purpose of aiding with grants of money in the education of the children of poor solicitors and attorneys being contemplated by some members of the profession, a committee of those gentlemen have addressed a communication to your board, inquiring whether this association would be willing to accept the responsibility of administering such a fund if raised. The object in view is one which commends itself to general sympathy, and there appears to the board to be no reason why this association should hesitate to accept the trust. Should you concur in its expediency, a suitable general rule will be laid before you for adoption at the present meeting."

The CHAIRMAN moved that the report and statement of accounts now read be received. He would not occupy their time long, because he thought they would all be satisfied

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from the report of the directors as to the progress which the society had made during the few years it had been in existence, and they would be particularly gratified to find that the society had received during the past year a large addition to its funds from the very excellent practice, which he hoped would be continued, of persons who took an interest in the society during their lives, leaving sums of money on their deaths to augment the funds. There were two subjects mentioned in the report which required consideration. One was the question whether the amount which they would enable the directors to distribute in future years should be limited, as heretofore, to the dividends of invested funds, or whether they would allow them to go beyond that sum, and to expend at least all the annual subscriptions that were paid by members who were annual subscribers. The other question was that which had been brought before them by Mr. Clabon with regard to the administration of a fund for the education of the children of poor and necessitous solicitors.

The resolution that the report be received having been carried,

The CHAIRMAN moved that the report be adopted and circulated, remarking that the questions which he had referred to would be open even if the report was adopted.

The motion was seconded by Mr. SHAEN, and carried.

The CHAIRMAN, in reference to the education fund mentioned in the report, said it did not appear to the directors that it was desirable for the general meeting to go further than the following resolution, which would be submitted for approval:—"The directors shall be empowered in their discretion to accept sums of money from societies or individuals under special trusts to promote the education of the children of necessitous or deceased attorneys, solicitors and proctors, at schools to be selected by their parents or guardians."

Mr. SHAEN (London) had great pleasure in moving the resolution just read. The subject which it dealt with was an important and new one, and deserved serious consideration. The first idea put before them was that they should be empowered to accept sums of money for the purpose of founding some educational establishment for the children of poor necessitous attorneys, solicitors, and proctors; but the more they considered that, the more they felt forced to come to the conclusion that any such idea would be inadmissible. His own opinion was that it was a bad thing to found institutions when it could be well avoided, in which large numbers of orphans or poor people were avowedly brought together; it was more healthy to have them scattered about. If they were to attempt to establish any institution it would be necessary for them to make provision for what should be taught in it. It was obvious, on a moment's reflection, that it would be impossible for the directors in London to draw up a scheme even of secular education—to say nothing of religious education—that would not be strongly opposed to the views of many of the members in various parts of the country. (Hear, hear.) He trusted that the members would enable the directors to accept the extremely generous offer which had been made, with their hearty thanks, and by a unanimous vote.

Mr. Hodge (Newcastle-upon-Tyne) seconded the resolution.

The CHAIRMAN, in reply to Mr. Torr (London), said that Mr. Clabon, in a letter to the secretary, stated that he had already promises to the amount of £750 from nine persons.

Mr. S. WILLIAMS (London) objected to the resolution, on the ground, chiefly, that the objects of such an infant association were sufficient to engage their attention, and difficulties might arise respecting the education of the children of Roman Catholic parents.

The CHAIRMAN said the question was whether they would accept the fund upon trust, to apply it in the largest and most impartial manner possible, for the education of the children of poor and necessitous solicitors. Whenever an application was made, properly supported by any Roman Catholic solicitor, he did not conceive that the directors would be doing their duty if they refused to give a portion of the funds to the object contemplated. All that was at present proposed was to give the directors the power to deal with these funds.

Mr. BANNER (Liverpool) thought as a member of the Church of England that he had no right to interfere with the opinions of others, and if Roman Catholic gentlemen chose to make a contribution to that institution for bringing up their children in the Roman Catholic faith, he thought the association would be wrong if it did not accept the trust and promote the education of the children of the poorer members. He supported the resolution, and should be happy to subscribe £100 towards the fund.

Mr. H. S. WASBROUGH (Bristol) said he KNOW no greater boon that could be afforded to a poor and struggling family than that of education. He had had a communication from Mr. Clabon, who stated that several gentlemen had offered to contribute £25 a-year for four years towards the education proposed. As far as he (Mr. Wasbrough) was concerned he should be delighted to subscribe £5 a-year for the same period, and in that way he hoped a considerable sum might be raised towards that excellent object.

Mr. R. A. PAYNE (Liverpool) concurred with the remarks of Mr. Williams, and asked if the directors were prepared to undertake the business in the way proposed, and to keep an account of every child's education at the respective educational establishments.

The Chairman read a letter from Mr. Harris, of Leicester, in opposition to the proposition.

Mr. RYLAND (Birmingham) suggested that an enlargement of the scope of the association in the way proposed would enlist the sympathies of many who had not hitherto become members.

Mr. WHARTON (Manchester) said that if parties were desirous of giving money for a particular purpose they might do so, but there was no necessity for involving the association in disunion.

Mr. BEEVER (Manchester) said that no doubt there were a great many Roman Catholics amongst the members of the association, and he could not see that there would be any more difficulty in giving relief for the education of Roman Catholics than for general purposes.

The discussion was continued by Mr. Field (London), Mr. Bromley (London), Mr. Hodge (Newcastle-upon-Tyne), Mr. Payne (Liverpool), and Mr. Torr (London), and on a division 31 voted for the resolution, and 5 against. The resolution was therefore adopted.

With regard to the other question, that of authorising the directors to grant more in relief than the amount of dividends, Mr. Shaen moved, and Mr. Bromley seconded, that the meeting pass to the next business, and, after some discussion, the resolution was adopted.

Resolutions were passed thanking the directors and auditors, and re-electing them for the ensuing year, appointing Messrs. Nelson and Wasbrough as trustees, thanking the secretary for his excellent services, and the chairman for presiding over the present meeting.

The names of several gentlemen were announced as new members.

COURT PAPERS.

COMMON PLEAS.

SHREWSBURY ELECTION PETITION.

Buttriss and others, Petitioners; Straight, Respondent.

An election petition from Shrewsbury was filed on Monday against the return of Mr. Straight, of the Home Circuit.

The petition contains the usual allegations of bribery, treating, and undue influence. The seat is not prayed for.

Agents for the petitioners, Messrs. Wyatt & Hoskins, Parliament-street.

Agent for respondent, Mr. F. C. Greenfield, 3, Lancaster-place, Strand.

DURHAM CHANCERY SITTING.—The usual custom of holding the Chancery sitting of the Palatinate Court of Durham was observed in that city on the 5th of October. The only matter which came under the notice of the chancellor (Christopher Temple, Esq.), was the passing of the Spearman charity accounts, which did not occupy more than a few minutes. The chancellor took his seat on the bench at noon, the court consisting of E. J. Meynell, Esq., and the Deputy Registrar, Mr. T. Watson. After the conclusion of the proceedings, the Court adjourned to next year, when the same ceremony will be gravely gone through. In former days, and even at the commencement of the present century, the business of the Durham Palatinate Court was very extensive; but modern legislation has transferred it to other courts, and consigned its muniments also to the Record Office of London. Since Mr. Temple was appointed, in 1853, the business, except in one or two instances, never exceeded the annual motion respecting the Spearman charity accounts. For this duty his Honour receives an annual stipend of £100.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 21, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, Nov. 3, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 9 p m
New 3 per Cent., 91½	Ditto, £500, Do — 9 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 9 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233 x d
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	88
Stock	Caledonian	100	76½ x d
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122½
Stock	Do., A Stock*	100	135
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	14
Stock	London and North-Western	100	129
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	65
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34
Stock	North London	100	116
Stock	North Staffordshire	100	58½
Stock	South Devon	100	48
Stock	South-Eastern	100	75
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Early in the week the transactions in the various markets were exceedingly limited. Later on, the reports of negotiations respecting the capitulation of Metz being regarded as opening some prospect of peace, operated as a stimulus. Since then the improvement has been maintained, the funds have made an advance, the railway market maintains firm prices, and in foreign securities there has been a general rise. It is noticeable that some cause, probably the rumours of Russian armaments, has operated to prevent the Indian guaranteed railway stocks from recovering in price to the extent which might have been anticipated by analogy to the movements of other investments.

The Bellavista Silver Mining Company (Limited) is announced, capital £30,000 in £1 shares, the object being to re-work some mines on a property about thirty leagues from the port of Huacho. The offices are at 8, Old Jewry, E.C.

Mr. Richard Munkhouse Wilson, solicitor, of Salisbury (firm, Wilson, Thring & Nodder), has resigned the coronership of that borough, which office he has held for the space of thirty-five years.

Mr. Edward Romilly, late chairman of the Board of Audit, died at Porthkerry, Glamorganshire, on the 12th of October, in his sixty-sixth year. He was a younger brother of Lord Romilly Master of the Rolls, being the third son of Sir Samuel Romilly

Mr. William Marsh, High Bailiff of the Wirksworth County Court, Derbyshire, died on the 14th of October, in his sixty-ninth year. Mr. Marsh had been connected with the county court for thirty years.

The Bishop Stortford County Court has been transferred from the Hertford and Essex district to that of Cambridge, and the Hitchin County Court, formerly a part of the Cambridge Circuit, has been added to the Essex district.

The County Court at Hitchin, Herts, has been withdrawn from Circuit No. 35 (of which Mr. Beales has just been appointed Judge), and added to Circuit No. 38, the Judge of which is William Gurdon.

Under the altered circumstances of the Australian Colonies owing to the withdrawal of her Majesty's troops, the Chief Justice, or the senior judge for the time being, will in future administer the government during the absence of the governor, or assume the office in case of a sudden vacancy.

GREENWICH.—A special meeting of the vestry of the parish of Greenwich was held on the 11th of October, for the purpose of presenting to Mr. Edward Woolford James, solicitor, and late vestry clerk of the parish, a copy of a complimentary resolution passed at a meeting held on the 18th of March last, when his resignation of the office of vestry clerk was received. The resolution was illuminated on vellum, and contained in a massive gilt frame.

HOLBORN BOARD OF GUARDIANS.—Mr. E. W. James, solicitor, of Ely-place, Holborn (firm, James, Curtis, & James), has resigned the clerkship of the Holborn Board of Guardians. Mr. James said that his health had failed, and he must persist in his resignation. For the last fifteen months he had devoted himself without stint to his duties, but the Poor Law Board expected a man of his years and experience to devote the whole of his time to the duties of clerk for £400 a-year, and would not allow a staff sufficient to carry out the duties. In a neighbouring union, where the clerk was not a solicitor, and the duties not so heavy, the Poor Law Board allowed a salary half as large again, and a sufficient staff.

A COURT OF LIMITED JURISDICTION.—A Michigan judge is reported to have pronounced the following sentence upon a prisoner convicted before him:—Judge. Stand up, prisoner, at the bar. Prisoner, how old are you? Prisoner. Fifty-three years, five months, and twenty days. Judge (after some calculations). Prisoner, I sentence you to hard labour in the state prison for sixteen years, six months, and ten days. This brings you to seventy years, beyond which my jurisdiction don't extend. Sheriff, remove the prisoner!—*The Bench and Bar (Chicago).*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARKER—On Oct. 16, at 11, St. Peter's-square, Hammersmith, the wife of Henry Charles Barker, solicitor, of a son.

GREEN—On Oct. 12, at 68, Kensington-park-road, Notting-hill, the wife of Frank H. Green, Esq., solicitor, of a son.

HART—On Oct. 13, at 48, Charlewood-road, Putney, the wife of Robert Hart, of Chancery-lane, solicitor, of a daughter.

WOTHERSPOON—On Monday, Oct. 10, at 18, Blenheim-crescent, Notting-hill, the wife of C. Grey Wotherspoon, of the Middle Temple, Esq., barrister-at-law, of a daughter.

MARRIAGES.

COLEMAN—BUTT—On Oct. 18, at St. Mark's Church, Gloucester, Mr. John Hall Coleman, of Gloucester, solicitor, to Mary Clara, eldest daughter of John M. Butt, Esq., of Kingsholm, Gloucester.

FELLOWS—JAMES—On Oct. 13, at Otterburn, Henry Fellows, Esq., of Beeston, Nottinghamshire, and Lincoln's-inn, barrister-at-law, to Emily Hope, only daughter of Thomas James, Esq., of Otterburn Tower, Northumberland.

KAYE—ASTELL—On Oct. 13th, at Careby, Lincolnshire, Joseph Kaye, Esq., one of the Masters of H. M. Court of Common Pleas, to Mary St. Quintin, eldest daughter of Henry G. Astell, Esq., late of H. C. Bengal Civil Service.

LUCAS—ALBERY—On Oct. 12, at Midhurst, James Lucas, Esq., of Midhurst, solicitor, to Mary, only child of Edwin Albery, Esq., of the same place, solicitor.

STEBBING—PIDGEON—On Oct. 1, at St. Peter's, Kensington-park, William Stebbing, Esq., barrister-at-law, to Anne Pinckard, youngest daughter of J. S. Pidgeon, Esq., of Pembridge-villas, Bayswater.

DEATHS.

DRYDEN—On Oct. 13, at Writtle Vicarage, after a short illness, Erasmus Henry Dryden, solicitor, of Hull, aged 47.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Oct. 14, 1870.

UNLIMITED IN CHANCERY.

Nevada Freehold Properties Trust.—Petition for winding up, presented Oct. 11, directed to be heard before Vice-Chancellor Malins on the next petition-day of Michaelmas Term. Bellamy & Strong, Bishopsgate-street Within, solicitors for the petitioners.

LIMITED IN CHANCERY.

Cornish Granite Company (Limited).—Petition for winding up, presented Oct. 11, directed to be heard before the Master of the Rolls on Nov. 5. Lowther & Co, Fenchurch-street, solicitors for the petitioners.

TUESDAY, Oct. 18, 1870.

UNLIMITED IN CHANCERY.

Durham County Permanent Benefit Building Society.—Lord Justice James has, by an order dated Oct. 6, ordered that the above company be wound up. Lewis & Co., Old Jewry, for Oliver & Botterell, Sunderland, solicitors for the petitioners.

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LIMITED IN CHANCERY.

Universal Private Telegraph Company (Limited).—Petition for winding up, presented Oct. 13, directed to be heard before the Master of the Rolls on Nov. 5. Fox, Chancery-lane, for Earle & Co, Manchester, solicitors for the petitioners.

STANNARIES OF CORNWALL.

Wheal Hope Mining Company.—Petition for winding up, presented Aug 25, directed to be heard before the Vice-Warden, at the Princes Hall Truro, on Wednesday, Nov. 9, at 12-30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Nov. 5, and notice thereof must, at the same time, be given to the petitioner or her solicitor or agent. Paul, Truro, solicitor for the petitioner; Moon, Lincoln's-inn, Agent.

Wheal Rose Mining Company.—Petition for winding up, presented Aug. 23, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Wednesday, Nov. 9, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Nov. 5, and notice thereof must, at the same time be given to the petitioners, or their solicitor or agent. Paul, Truro, solicitor for the petitioners; Childs & Batten, Coleman-street, Agents.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Oct. 14, 1870.

Gorst, Robt, Salford, Lancaster. Varnish Manufacturer. Dec. 6. Rylance r Gorst. Registrar of Manchester.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 14, 1870.

Adams, Robert McWilliams, Manch, Cabinet Maker. Dec 1. Orton, Manch.

Anderson, John, Lpool, Licensed Victualler. Nov 1. Tyndall, Lpool.

Bill, Louisa, Blackheath-park, Kent, Widow. Nov 10. Leman & Co, Lincoln's-inn-fields.

Blackbourn, Geo, Lower Edmonton, Gent. Nov 30. Carpenter, Brabant-ct, Philpot-lane.

Bucknell, Geo, Middle Chinnock, Somerset, Yeoman. Nov 15. James, Crewkerne.

Davis, Lewis, Gloucester-gardens, Paddington, Esq. Jan 1. Druce & Co, Billiter-st.

Elliott, Edward Sleat, Christchurch, Southampton. Nov 22.

Farmer, Fras, Long Sutton, Somerset, Yeoman. Nov 12. Clarke & Lukin, Chard.

France, Richard, Plealey, Salop, Esq. Dec 1. Edwards, Shrewsbury.

Haldenby, Walter, Redcose, York, Surgeon. Nov 30. England & Son, Goole.

Hensch, Fredk, Wimbledon-common, Esq. Dec 12. Dawes & Sons, Angel-ct, Throgmorton-st.

Larby, Lucy, Mary-st, Shepherd's-bush. Nov 28. Wilson, Gt James-st Bedford-row.

Moore, John Thos, Portsmouth, Assistant Surgeon, R.N. Nov 12. Woodhead & Co, Charing-cross.

Nelson, David, Carlisle, Gent. Dec 1. Wright, Carlisle.

Nixey, Wm Geo, Soho-sq, Black Lead Manufacturer. Nov 24. Fuller, & Saltwell, Regent-st.

Pearce, Wm, Birm, Glass and Lead Merchant. Jan 12. Cattarns & Co, Mark-lane.

Peck, Wm, Balham-hill, Surrey, Esq. Dec 8. Downing, Basinghall-st.

Preston, Wm, Park-rd, St John's-wood, Esq. Dec 1. White, Southampton-st, Bloomsbury.

Shipway, Sarah, Worcester, Widow. Dec 25. Griffiths, Cheltenham.

Shoppee, Joseph, Uxbridge, Middlesex, Builder. Dec 25. Woodbridge & Sons, Uxbridge.

Smith John, Littlemore, Oxford, Farmer. Nov 14. Wash, Oxford.

Wright, Robert Holmes, Lambourne, Essex, Gent. Dec 1. Webb & Spencer, Birm.

TUESDAY, Oct. 18, 1870.

Armstrong, John, Wells, Somerset, Gent. Dec 1. Hillyer & Fenwick, Fenchurch-st.

Burns, John, Wakefield, York, Builder. Nov 19. Ianson & Co, Wakefield.

Butler, Olding, Boughton-under-Blean, Gent. Nov 30. Johnson, Faversham.

Church, Hannah, Harlow-common, Essex, Spinster. Nov 29. Steward, Lesley-st, Barnsbury.

Clark, Thomas, Southampton, Grocer. Nov 30. Perkins, Southampton.

Emerton, Jas Alexander, Paris, France. Nov 15. Morrell & Son Oxford.

Dixon, Mary, Clifton, York, Widow. Nov 15. Newton & Co, York.

Douglas, John, John-st, Hampstead, Surveyor. Nov 26. Yeo & Warner, Hart-st, Bloomsbury-sq.

Freeman, Fredk Peere Wms, Greatham, Sussex, Esq. Dec 10. Birch & Co, Lincoln's-inn-fields.

Hawkins, Hy Kynnersley, Uttoxeter, Stafford, Gent. Dec 1. Pass & Jennings, Burton-on-Trent.

Hay, Mary, Grosmint Haggs, York, Widow. Dec 13. Gray & Pannett, Whitby.

Hansel, Geo Barclay, Garden-ct, Middle Temple, Barrister-at-Law. Dec 13. Lawrie & Keen, Dean's-ct, Doctors'-commons.

Jerks, Wm, Handsworth, Stafford, Gent. Dec 31. Reece & Harris Birm.

Shuffleboottom, John, Hanley, Stafford, Grocer. Nov 12. Challinor, Hanley.

Stratton, John Chas, Mortlake, Surrey, Civil Engineer. Nov 7. Bailey & Co, Berners st.

Thomas, Rees, Cefncoedcymmer, Brecknock, Postman. Nov 12. Linton & Lewis, Aberdare.

Thomas, Richard, Compriguey, Cornwall, Gent. Jan 31. Thomas, Penzance.

Wenman, Right Hon. Sophia Eliz, Thame, Oxford, Baroness. Nov 30. Meynell & Pemberton, Whitehall-pl.

Bankrupts

FRIDAY, Oct. 14, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Brown, Robt, Smith st, Mile End, Draper. Pet Oct 13. Brougham Oct 24 at 1.

Garbanati, Paul Chas, Glasshouse-st, Regent-st, Carver. Pet Oct 13. Brougham. Oct 28 at 12.

Holliman, John Edwd, Essex-rd, Islington, Grocer. Pet Oct 10. Hazlitt. Oct 27 at 12.

Webster, Hy, Litchfield-st, Soho, Leather Bag Manufacturer. Pet Oct 11. Brougham. Oct 27 at 1.

To Surrender in the Country.

Bagge, Herbert, King's Lynn, Norfolk, Gent. Pet Oct 12. Partridge King's Lynn, Oct 25 at 12.

Barwis, Chas, Blackpool, Lancashire, Hotelkeeper. Pet Oct 11. Myres. Preston. Oct 28 at 3.

Bassett, Benj, jun, Barcombe, Sussex, Farmer. Pet Oct 10. Blaker. Lewes, Oct 28 at 12.

Cottrell, Joseph, Greenwich, Kent, Saddler. Pet Oct 10. Bishop. Greenwich, Oct 28 at 12.

Field, Ellis Newstead, Kelling, Norfolk, Farmer. Pet Oct 11. Palmer. Norfolk, Oct 29 at 12.

Green, Wm, Birkenhead, Cheshire, Draper. Pet Oct 11. Wason. Birkenhead, Oct 27 at 11.

Hulme, Matthew, & John Hulme, Farnworth, Lancashire, Ironfounders. Pet Oct 12 Holden. Bolton, Oct 26 at 10.

Kimber, Richd Hissey, Turville, Bucks, Farmer. Pet Oct 12. Watson. Aylesbury, Nov 1 at 11.

Legg, Fredk, Cardiff, Glamorgan, India-rubber Dealer. Pet Oct 10. Langley. Cardiff, Oct 25 at 11.

Needham, Johnson, Brentford, Middx, Draper. Pet Oct 11. Ruston. Brentford, Oct 22 at 1.

Taylor, Joseph, Kenilworth, Warwick, Scrivener. Pet Oct 11. Campbell. Warwick, Oct 25 at 2.

Tomkins, Wm. Plumstead, Kent, General Dealer. Pet Oct 12. Bishop. Greenwich, Oct 31 at 1.

Wood, Geo, Hanley, Stafford, Grocer. Pet Oct 6. Challinor. Hanley, Oct 24 at 3.

Yeardley, John, Hazleshaw, nr Wortley, York, Publican. Adj Oct 3. Wake. Sheffield, Oct 27 at 1.

TUESDAY, Oct. 18, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bartens, Fritz, Strand, Leather Bag Manufacturer. Pet Oct 14. Hazlitt. Nov 1 at 11.30.

Newman, John Fredk, Threadneedle-st, Licensed Victualler, Pet Oct 14. Hazlitt. Nov 1 at 11.

Tayler, Thos Palmer, Drury-lane, Strand, Chemist. Pet Oct 13. Brougham. Nov 7 at 11.

To Surrender in the Country.

Baskerville, Chas, Exeter, Licensed Victualler. Pet Oct 17. Daw. Exeter, Oct 29 at 11.

Buxton, Geo, Tideswell, Derby, Coal Agent. Pet Oct 13. Weller. Derby, Nov 1 at 12.

Minshull, John Robt, Llandudno, Carnarvon, Innkeeper. Pet Oct 13. Jones. Bangor, Nov 1 at 12.

Oldham, Thos, King's Lynn, Norfolk, Draper. Pet Oct 15. Partridge. King's Lynn, Nov 2 at 12.

Robson, John Thos, Easington-lane, Durham, Draper. Pet Oct 12. Greenwood. Durham, Oct 31 at 3.

Scharr, Jonathan, Leeds, Soap Manufacturer. Pet Oct 14. Marshall. Leeds, Nov 2 at 11.

Scott, John Michael, Newcastle-upon-Tyne, Butcher. Pet Oct 13. Mortimer. Newcastle, Nov 1 at 11.

Smith, Thos, Worcester, no occupation. Pet Oct 13. Crisp. Worcester, Oct 31 at 11.

Syers, Geo Augustus Fredk, Anerley-grove, Upper Norwood. Pet Oct 12. Rowland. Croydon, Nov. 4 at 12.

Talbot, John Stewart Shreeve, Newport Pagnell, Bucks, Farmer. Pet Oct 13. Dennis. Northampton, Oct 29 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 14, 1870.

Stedman, John, Thornton-heath, Croydon. Oct 11.

TUESDAY, Oct. 18, 1870.

Down, John, Mere, Wilts, Blacksmith. Oct 14.

Lovell, Thos, China-walk, Lambeth, Messenger. Oct 14.

Myatt, John, Stafford, Grocer. Oct 11.

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Date.....

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Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)

Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).

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NOTICE.—*The first number of Vol.* 15 *of the Solicitors' Journal, and of Vol.* 19 *of the Weekly Reporter, will be published Nov.* 5.

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Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 29, 1870.

WHEN THE ALTERED PLAN for the New Law Courts was finally settled, we were all given to understand that the work would at once be pushed forward. Since that time several months have elapsed, during which time the site in Carey Street has been left surrounded by its hoardings, in all its desolation, undisturbed by any workmen. We have not heard whether or no the Government are working underground; they have certainly done nothing above, unless we may except the appearance yesterday of some half-dozen men with a few pieces of timber designed apparently for repairs of the hoarding. Surely Mr. Lowe cannot be preparing another surprise for us when Parliament meets. If not, why does not the work go on?

WE TOOK OCCASION last month (*ante* 885, 897), to notice the question whether it would be a breach of neutrality for this country to allow France or Germany to raise on the London Stock Exchange a loan for the maintenance of the war. We purposely drew attention to this point of international law before the question had actually arisen, as that time was the best fitted for an impartial examination of the law. Since then France has resolved to raise a loan in England, and the *Times* of last Tuesday contained an account of the terms on which the proposed loan was offered on the London Stock Exchange.

We have already stated our opinion that it is not a breach of neutrality for a neutral to allow a belligerent to raise loans within the neutral territory. There are, however, some authorities, although of but little weight, which incline to a contrary opinion; and we shall watch with curiosity to see whether the Prussian Ambassador will claim the exercise of a "benevolent neutrality" with regard to loans as he has already claimed it respecting arms.

ON THURSDAY NEXT the Nisi Prius sittings in Middlesex commence, and the new Juries Act, which comes into operation on the previous day, will be in force. As many practical points under the Act are left to be regulated by rules of court, and none have yet been published; and indeed, cannot well be published until term commences, it would seem at first sight that considerable confusion and inconvenience might result. In fact, however, there is only one point which will require to be provided for, because the principal alterations made by the new Act relate to special jurors, and no special jury cases are taken at the sittings in term. Upon one important point, however, with regard to the jurors who are to serve on Thursday next, a rule of court must be made on Wednesday, or else there will certainly be loud complaints. Under the Act section 22) jurors, when trying common jury cases, are to be paid ten shillings for every day of their attendance. This is to be paid by the parties to the causes to be tried, who are to deposit such sum as a rule of court may direct for the purpose. Unless some rule is made at all events before the trial of the first cause is concluded, it is difficult to see whence is to come the money for payment of the jurors at the end of their day's attendance. We observe that Mr. Lopes, the Recorder of Exeter, in charging the grand jury at his quarter sessions, made some remarks upon this section, to the effect that it was doubtful whether common jurors are to be paid whether they are called upon the jury or not; because while it is provided that special jurors *when summoned* for the purpose of trying special jury cases, are to be paid a guinea for every day's attendance; yet, as to common jurors, it is said that the remuneration of a juror *when trying* common jury cases is to be ten shillings for every day's attendance. Certainly the framers of this section have produced a most infelicitous piece of phraseology. In all probability the reason which inclined them to vary their language when speaking of common jurors was this—that under the previous sections of the Act, special jurors are no longer exempt from being summoned in their regular turn as common jurors; and the intention, of course, was that persons qualified as special jurors, when summoned in their regular turn with other jurors, should receive the same as the others—ten shillings a day; but that when summoned as special jurors, to which they will also be liable, they should receive a guinea. Upon the strict grammar of the section, the pay of the special juror is to be computed at per attendance when summoned, and of the common juror at per attendance when trying, which, taken literally, gives the latter nothing when attending but not trying. If, in construing the section, the Court think they can get over the difficulty by taking "when trying" as equivalent to "when summoned to try," and justifying themselves by presumptions as to the "intention" of the Legislature, perhaps they will do so. Anyhow the section is a gross piece of blundering, and we are very glad that the task of making sense of its nonsense does not fall upon us.

WE HAD OCCASION SOME TIME AGO (*ante* p. 897) to expose the absurdity of an error into which a certain correspondent of the *Times* had fallen, who had satisfied himself, and thought to convince others, that under the new Stamp Act, to come into operation next year, banker's cheques would be liable to an *ad valorem* duty. Another correspondent of the same journal, signing himself "A Conveyancer," has made an equally startling discovery that "the term 'bill of exchange' in the new Act applies only to instruments which entitle or purport to entitle a person to payment by any other person of a sum of money, and therefore does not apply to an ordinary cheque or draft drawn upon a banker by a customer; and there is no other heading in the new Act comprising such a cheque or draft." He adds, "These cheques or drafts will not be subject to any stamp until the oversight to which I have directed attention has been rectified by further legislation.

It can hardly be doubted, we think, that even if the definition of a bill of exchange had been correctly cited by "A Conveyancer," an ordinary cheque drawn by a customer, although in his own favour, would be within it; for such a cheque is an instrument purporting to entitle a person (the customer) to payment by another person (the banker) of a sum of money. But, in fact, the definition is fuller. The term "bill of exchange" includes also *draft, order, cheque, and letter of credit*, and any document or writing (except a bank note) entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money therein mentioned. Thus by the schedule a bill of exchange payable on demand, is liable to a penny stamp, and one not payable on demand to an *ad valorem* stamp.

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It is clear, therefore, that an ordinary cheque payable on demand will require, as heretofore, a penny stamp.

RIGHTS IN RUNNING WATER.

The right of a riparian proprietor to take water from the stream for ordinary domestic purposes is unquestioned. He has no property in the water, in the opinion of a writer of no mean authority (Callis on Sewers, p. 78; see 2 Blackst. Comm. p. 18), unless expressly vested in him by statute (*Medway Company* v. *Earl of Romney*, 9 W. R. 482, 9 C. B. N. S. 575); but his rights with respect to it are legally incident or appurtenant to his possession or ownership of the bank, and cannot therefore be severed from the estate to which they are incident (*Stockport Waterworks Company* v. *Potter*, 3 H. & C. 300), although Bramwell, B., in *Nuttall* v. *Bracewell* (L. R. 2 Ex. 1), held that a riparian owner can grant to a non-riparian owner the flow of water from the stream to his premises, for the use of the premises; and that the grantee may sue for a disturbance of his enjoyment by a higher riparian owner (*Stockport Waterworks Company* v. *Potter*, 3 H. & C. 300); and such rights are capable of being asserted, as being incident to the adjacent soil, where they have not hitherto been exercised (*Sampson* v. *Hoddinott* (1 C. B. N. S. 590). Running water is *publici juris* in this sense only, that all may use it who have a right of access to it, and that none can have any property in the water itself (unless conferred on him by statute), except in the particular portion which he has chosen to abstract from the stream and take into his possession, and that during the time of his possession only.

There is a distinction between the ordinary and the extraordinary user of water which must be borne in mind. By the general law applicable to running streams, according to Lord Kingsdown, every riparian owner has a right to what may be called the ordinary use of the water for his domestic purposes and for his cattle, *and this without regard to the effect which such use may have, in case of deficiency, upon proprietors lower down the stream.* But further, he has a right to the use of it for any purpose, or what may be deemed the extraordinary use of it, provided that he does not thereby interfere with the rights of other people, either above him or below him. Subject to this condition, he may dam up the stream for the purpose of a mill, or divert the water for the purpose of irrigation; but he has no right to interrupt the regular flow of the stream, if he thereby interferes with the lawful use of the water by other proprietors, and inflicts upon them a sensible injury (*Miner* v. *Gilmour*, 7 W. R. 328, 12 Moo. P. C. 121).

It has been thought that Lord Kingsdown laid down the law somewhat too broadly in the passage printed in italics; his Lordship's view of the law was, however, approved by the Court of Exchequer in *Nuttall* v. *Bracewell* (*ubi sup.*), and will not now be questioned. In the words of Mr. Kerr (on Injunctions, p. 380), "However small the stream, and however large the supply taken may be, user for cattle or domestic purposes is always reasonable, provided the enjoyment is *bonâ fide* and is had in the ordinary mode, according to the custom of the country." On the other hand, the user of water for extraordinary, *i.e.*, for manufacturing, purposes, and those which an American author calls artificial, as distinguished from natural purposes (Angell on Watercourses, p. 209), may be unreasonable, where the user of the same quantity of water for ordinary or natural purposes would not be unreasonable. Where an upper proprietor takes the water for ordinary purposes, a proprietor lower down has, as we have already seen, no cause of complaint in case of a deficiency of the water (*Miner* v. *Gilmour*, *ubi sup.*), it being the right of the upper proprietor to take as much water as he wants for what we have called ordinary purposes. Where, however, the purpose for which he takes the water does not come under the designation of an ordinary purpose, it must be legally subservient to the requirements of the proprietors lower down, any one of whom has a right of action if the water be diverted so as to inflict upon him a sensible injury. Thus, according to Scotch law a riparian proprietor may take by the means of a pipe as much water as can be used by his family and his cattle, when to take a supply by the same means for the supply of a distillery would be unreasonable, and subject the taker to proceedings at law (2 Hutchinson's Justice of the Peace, p. 391).

The taking of water for purposes of irrigation is a familiar instance of the extraordinary user. According to Parke, B., in *Embrey* v. *Owen* (6 Ex. 358), it has not been decided in this country that a riparian proprietor enjoys the right to take the water for the purpose of irrigating his land. In America a far more liberal use of water is allowed (Angell on Watercourses, p. 209). *Embrey* v. *Owen* established the principle that an upper riparian proprietor may lawfully use the stream for all reasonable purposes, while on his land, provided he send it on without material diminution or alteration to the proprietors lower down. The defendant in *Embrey* v. *Owen* had diverted the water for the purpose of irrigation, and returned it to the stream, diminished only by the necessary effect of absorption and evaporation. The plaintiff, a proprietor lower down, did not succeed in obtaining a verdict in his favour, by reason of his failure to prove that any sensible injury had been sustained; but the Court left the question open, whether the loss of water arising from absorption and evaporation might not be sufficient under certain circumstances to afford ground of action. In *Sampson* v. *Hoddinott* (1 C. B. N. S. 590), another irrigation case, the Court thought that the mere detention of the water by the defendant's arrangements was actionable, although it did not appear that the quantity of water which ultimately reached the plaintiff—a miller down the river—was sensibly diminished. The question is entirely one of degree in every case where extraordinary user is imputed, and it depends on the particular circumstances of the case whether the user is reasonable. And it must not be forgotten that the maxim *de minimis non curat prætor* is one which often applies to this class of cases—*Embrey* v. *Owen* for instance.

In the recent case of *The Attorney-General* v. *The Great Eastern Railway Company* (18 W. R. 1187), the defendants, as it appeared, were the proprietors of a portion of the bank of the River Cam, and they were about to draw a large quantity, not less than 100,000 gallons daily, from the river by the means of hydraulic apparatus for the supply of their engines at the Cambridge station. The conservators of the River Cam, who were the plaintiffs and relators, contended (*inter alia*) that the proposed user of the water was not such as the company, as riparian proprietors, were entitled to as of right. The company had an ingenious argument, that, being entitled as riparian proprietors to the user of the water for ordinary purposes, without regard to the effect on the navigation, as they needed no water for these purposes, they were entitled to take the water instead for the extraordinary purpose for which they did require it. From this view of the law Lord Romilly, as our readers will expect, dissented altogether. The paramount right of riparian proprietors to take water in any quantity for ordinary purposes depends for its existence on those purposes being necessarily limited in their character; and the effect of allowing a substitution of the kind contended for by the railway company might be in many cases to prejudice very seriously the rights of proprietors lower down the stream. Treating, then, the proposed abstraction of the water as an extraordinary purpose, Lord Romilly, considering that the quantity proposed to be taken was excessive and would prove injurious to the navigation, granted the injunction. The question was, as we have seen, one of degree.

The volume of the Cam was such that, in the opinion of the court, the abstraction of 100,000 gallons daily would be a sensible injury to the navigation. Had the river been larger, or the quantity proposed to be taken smaller, the

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Court would have probably come to the conclusion that the injury was not appreciable, and that would have made it necessary to decide whether a company has in the absence of legislative authority, the rights of an ordinary riparian owner. Considering that those rights are incident to the estate, we submit that a company has those rights. But there is much to be said on the other side, having regard to the class of cases of which *Bostock* v. *North Staffordshire Railway Company* (4 W. R. 336), and *Rochdale Canal Company* v. *Radcliffe* (18 Q. B. 287), are instances, which establish that a company has no existence for any other purposes beyond those for which it has been established, and that whatsoever is done beyond the scope of such purposes is *ultra vires* and void.

JUDICIAL STATISTICS, 1869.

PART II. (*Continued.*)

In the High Court of Chancery the number of pleas, demurrers, exceptions, motions for decree, causes, special cases, further considerations, and appeals set down during the year was 2,499, and the number for hearing at the commencement of the year was 553, making together 3,052; in 1868 the number of these was 2,926. The number of matters set down during the year shows an increase of 154 above the number in 1868. The total number for hearing in 1869 was greater by 126 than the number in 1868. Of the total number of 3,052 it appears that 2,241 matters were heard during the year, that 281 were otherwise disposed of during the year, and 520 remained at the end of the year. The number heard in 1869 was 78 more than those heard in 1868, and the remanets at the end of the year were less by 33 than in 1868. Besides the 2,241 orders made on the hearing of causes, &c., there were orders made on appeal petitions, petitions and special motions, to the number of 3,920; there were 8,199 orders on summonses, and 523 orders of course drawn up by the registrars. The certificates for sale or transfer of stock at the Accountant-General's, numbered 3,368. In the year 1868, the orders made on appeal petitions, &c., were 73 less, and the orders on summonses and petitions of course 219 less than in 1869; the certificates for sale and transfer of stock were 416 less than in 1869.

During the course of the year the whole of the judges sat 843 days, being 53 less than in 1868. This difference is found in the appeal court only; the days of sitting of the Master of the Rolls and the three Vice-Chancellors were 655 in 1869 and 653 in 1868; but in 1869 the Lord Chancellor sat alone 54 days as against 95 in 1868, and with the Lords Justices 13 days as against 2 in 1868, and the Lords Justices sat 112 days as against 146 in 1868.

The number of orders drawn up by the Registrars in 1869 was 14,036, and the fees collected by stamps amounted to £15,330 6s.; in the previous year the number of orders was 13,684, and the amount of fees was £15,330 7s. In the year 1859, the number of orders was 11,634, and the amount of fees was £12,912 18s.

In the chambers of the Master of the Rolls and the three Vice-Chancellors the number of summonses issued was 26,271, as against 26,191 in 1868. On these summonses 18,439 orders were made, of which 9,678 were drawn up in chambers and the remainder by the Registrars. In the year 1868 the number of orders made at chambers was 60 less than in 1869.

There were brought into chambers for prosecution 68 orders for winding up companies, and 2,164 other orders, making an aggregate of 2,232, and being 96 more than in 1868. The number of debts claimed was 18,417, for the total sum of £9,684,619; in 1868 there were only 11,584 debts claimed, amounting to £6,979,590. Under the orders made for winding up companies the calls made in the year 1869 amounted to £3,817,779, and the amount of dividends ordered to be paid to creditors was £3,533,424; in 1868 the calls made amounted to £8,537,123, and the dividends directed to be paid to £2,963,537. The orders for winding up companie pending at the end of the year numbered 493, as against 438 in 1868, and 378 in 1867.

The returns made by the clerks of records and writs show that 2,414 bills or informations were filed, 24 special cases, 392 administration summonses, and 514 other originating summonses; making in all 3,344 as against 3,318 in 1868. The total amount of fees paid by stamps in the office of the clerks of records and writs for the different proceedings in suits was £32,796 as against £33,330 in 1868.

The examiners of the court examined 525 witnesses, and the amount of fees received in the office of the examiners was £306; in 1868 the number of witnesses was 534, and the fees amounted to £314.

The number of petitions presented to the Lord Chancellor and the Master of the Rolls was 2,526, as against 2,447 in 1868, and of these petitions 209 were for the winding up of joint stock companies. Besides these there were 21 petitions for orders of course presented to the Lord Chancellor and 4,058 to the Master of the Rolls, as against 19 and 1,433 in the previous year. The amount of fees collected in the office of the principal secretary to the Lord Chancellor was £1,556 in 1869, and £1,531 in 1868. The fees collected in the office of the secretary of the rolls amounted to £2,293 in 1869, and to £2,140 in 1868.

The returns furnished by the taxing masters of the High Court of Chancery show that there were 3,996 references for taxation in 1869 as against 3,887 in 1868, and that under these references 8,173 bills were taxed, and 3,442 certificates of taxation issued as against 7,832 and 3,356 in 1868. Fees received in the office of the taxing masters amounted to £28,555 in 1869, as against £26,510 in 1868. The total amounts of the bills of costs taxed were £941,704, and £872,389 respectively.

In the office of the masters in lunacy there were 86 orders for inquiry executed by the masters, and 192 reports to the Lord Chancellor, as against 76 and 182 in 1868. In the office of the registrar in lunacy there were 161 petitions presented for hearing, and 88 commissions issued, as against 138 and 86 in 1868; there were also 306 other orders made, besides 21 in pursuance of the Lunacy Regulstion Act 1862; in 1868 the numbers of these were 294 and 40 respectively.

The returns of the Accountant-General of the Court of Chancery show the amount of cash and securities paid into and out of court in the year 1869, to which we add the amount of the previous year:—Paid into Court in 1869, £17,033,139 13s. 9d., in 1868, £17,045,909 10s. 3d.; paid out of Court in 1869, £16,540,144 0s. 6d., in 1868, £15,732,430 16s.

It appears also that 49,244 cheques were drawn for payment of the sum of cash paid out of court, and that the amount of fees collected by stamps in the office of the Accountant-General was £745.

Under the Courts of Justice Salaries and Funds Act, 1869 (32 & 33 Vict. c. 91), it has ceased to be the duty of the Accountant-General to make a return of the state of the Suitors' Fee Fund, it being wholly withdrawn from his name.

The total amount of the stock and cash in the name of the Accountant-General belonging to the suitors of the court was £63,835,946, standing to 28,948 accounts; in the year 1868 the total amount of stock and cash was £63,352,950, and the number of accounts was 28,399.

Notwithstanding the equitable jurisdiction given to the county courts, and the amount of equity business which might, in consequence, be supposed to be taken away from its former channel, it would appear that the business of the Court of Chancery, which in 1868 suffered a slight decrease, returned in 1869 to its normal condition.

In the Court of Chancery of the County Palatine of Lancashire the number of suits and matters originated was 245, as against 241 in 1868. There were 216 causes,

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&c., and further directions heard during the year, and the number of decrees and orders made, including those made by the registrars, was 1,050. The total amount of stock and cash paid or transferred into court was £347,774, and the amount paid or transferred out was £283,401; in 1868 the amounts were £236,075 and £189,505.

In the High Court of Admiralty the number of causes pending at the commencement of the year 1869 was 195, and during the year 424 causes were instituted, making together 619, for sums amounting to £821,485. In 1868 the number of causes was 691, for £742,145. There were 67 more causes commenced in 1868 than in 1869, and this difference is by the registrar of the court attributed to the fact that by the County Courts Jurisdiction Act, 1868, which came into operation on the 1st of February, 1869, and the County Courts Admiralty Jurisdiction Amendment Act, 1869, which came into operation on the 1st of September of that year, the small causes were removed to the county courts. The number of motions heard in court was 111, and in chambers 475, making together 586; in 1868 the motions were 499, consisting of 107 in court, and 392 in chambers. The number of final judgments was 151 in 1869, as against 153 in 1868. Under the head of references to the registrars assisted by merchants, it appears that the total number of cases heard and reported upon by the registrar was 62 in 1869, and 48 in 1868. The Court sat 135 days. Seeing that the number of motions in 1869 was 586, as against 499 in the previous year, that the judgments were 154 as against 153, and that of these numbers 100 in 1869 as against 95 in 1868 were final judgments after argument in court, and further that the judge sat 135 days as against 122 in 1868, the registrar gives it as his opinion that, notwithstanding the transfer to the county courts of the cases of small amount, the business of the High Court of Admiralty had not decreased in 1869. But, on the other hand, until it be seen how, with the decreased number of causes instituted in 1869, the Court can be burdened with the same amount of business as formerly, it would be unsafe to lay it down as a legitimate conclusion that a decrease in the business of the Admiralty Court is not to be looked for in 1870 or 1871.

By the returns relating to the proceedings in her Majesty's Court for Divorce and Matrimonial Causes, it appears that in 1869 there were 375 petitions filed, being 49 more than in 1868. Besides these there were 17 petitions for protection of property as against 10 in 1868, and 85 petitions for alimony as against 87 in the previous year. There were 894 motions, and 730 summonses as against 648 and 603 respectively in 1868. Judgments numbered 226, of which 2 were by the full court; in 1868 there were only 167 judgments given, 5 of which were by the full court. There were 7 applications for a new trial, 4 petitions to vary settlements, 23 petitions dismissed, 193 decrees *nisi*, 159 decrees absolute, 25 decrees for judicial separation, 3 for restitution of conjugal rights, and 5 for nullity of marriage, all of which numbers are greater than, and several of them twice as numerous as those for 1868. There can be no dispute as to the large and continuous increase of the business of the Divorce Court.

In the Court of Probate the number of probates granted was 9,870, and of administrations 4,804. Of these probates and administrations, 85 were granted on the hearing of causes, 266 on the hearing of motions, and 11 on the hearing of summonses, being in all 74 more than in the previous year. The value of the several estates was sworn under £60,869,055, being £6,072,040 more than in 1868. A statement is also given of the income in respect of the fees levied in the principal registry, by which it appears that the sum taken in stamps and fees amounted to £59,620, as against £56,465 in 1868.

In the forty district registries of the Court of Probate there were 23,366 probates and administrations granted, as against 21,882 in 1868; the amount of fees received in the district registries was £69,492, and the amount of duty stamps was £625,215; in 1868 the fees amounted to £55,685 and the stamps to £623,763. The value of the several estates was sworn under £39,400,499 as against £39,243,246 in 1868.

The total number of suits in the ecclesiastical courts in 1869 was 38, as against 21 in 1868 and 14 in 1867. Of these cases one was abandoned, two were dismissed, in two there were interlocutory decrees, seven were argued, in one the defendant was suspended, in two defendants were admonished, sequestration for debt was granted in sixteen, two were appealed against, one was compromised, and four were pending. Besides these there were 174 suits for faculties, as against 169 in 1868. The court fees amounted in 1869 to £631 8s. 4d., and in 1868 to £581 9s. 7d.

The returns made by the registrar of the Privy Council show that 187 appeals were entered, that 14 were dismissed for non-prosecution, and that 78 were heard and determined. The number of appeals (lodged since 1st January, 1860), which remained for hearing was 329, being 96 more than in 1868. The number of appeals entered in 1867 was 101, in 1868 109, and in 1869 187, making together 397 in three years, and the arrears at the end of 1869 amounted to the enormous number of 329.

In the House of Lords it appears that 58 petitions of appeal were presented, of which number 10 were withdrawn, and 10 dismissed for non-prosecution. In 1868 the number of appeals was 72, of which 24 were either withdrawn or dismissed for non-prosecution. The total number of causes heard in the session of 1869, including causes standing over for judgment, was 26, as against 38 in the preceding year. The total number of effective causes remaining for hearing at the end of the session of 1869 was 63, as against 38 at the end of the preceding session. It is to be observed that a year's arrear of work still remains for the House of Lords to clear up.

Upon a review of the whole of the foregoing statistics it appears distinctly that the diminution in the business of the several courts which was so prominent in the return for 1868 is not continued in 1869, and that in the Court of Chancery especially there is a considerable increase of business, as well as in the Divorce and Probate Courts. Concurrently with this the business of the county courts in each of their several jurisdictions is largely added to in every year.

LEGISLATION OF THE YEAR.

CAP. XC.—*An Act to regulate the conduct of her Majesty's subjects during the existence of hostilities between foreign States with which her Majesty is at peace.*

The bill for this statute was introduced by the Government late last session, after the commencement of the present war. Its object was stated by Mr. Gladstone to be "to secure the complete and more effectual fulfilment of all obligations that may be considered to attach to us in any contingency under the law of nations with respect to ships departing from our ports." With this object in view the present Act has been passed, and it contains all that is important of the old Foreign Enlistment Act (59 Geo. 3, c. 69), which it repeals, and adds thereto the provisions recommended by the Neutrality Laws Commission, 1868. When the bill was first brought into the House of Commons we noticed it at some length (*ante*, p. 810), and we shall now only summarise its provisions and briefly notice the changes which it has introduced into the law.

Sections 4—7 forbid anyone to accept, or agree to accept, or to induce others to accept, &c., any engagement to serve in the military or naval service of a foreign state at war with a state which is at peace with this country (section 4); or to quit her Majesty's dominions with intent to accept, &c., any such engagement, &c., with any such foreign state (section 5); or to induce persons to quit her Majesty's dominions by misrepresentations in order that such persons may accept, &c., such engagements (section

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6); or take on any ship any persons illegally enlisted as therein specified (section 7).

Section 8 is the most important of the Act; by it if any person (1) "builds, or agrees to build, or causes to be built, any ship," or (2) "issues or delivers any commission for any ship," or (3) "equips any ship," or (4) "despatches, or causes, or allows to be despatched any ship" with, in any of these cases, "intent or knowledge, or having reasonable cause to believe that the same shall or will be employed in the military or naval service of any foreign state at war with any friendly state," he shall be deemed to commit an offence against this Act. This section includes the provisions of section 8 of the old Foreign Enlistment Act, but adds much to their stringency. The material words in the old Act were "equip, furnish, fit out, or arm," with intent, &c., and these words have been held not to include *building* a vessel: *Attorney-General* v. *Sillem* (12 W. R. 257). The new statute also adds the word "despatch," which includes many cases that could not be brought within the former Act. The number of forbidden acts is thus increased, and also by the wording of the section the criminal intent is made more easy of proof. The section contains a proviso for the protection of persons building, &c., ships in pursuance of a contract made before the commencement of the war.

By section 9 vessels in certain cases shall be deemed to have been built in contravention of the statute until the contrary is proved. Adding to the warlike equipment of foreign ships of war is prohibited by section 10. Section 11 forbids the fitting out, &c., of hostile expeditions against a friendly state, and sections 12 and 13 deal with the punishment of offences under the statute. By section 14 if any property is captured within British jurisdiction, in violation of British neutrality, or is captured anywhere during the war by a ship built, equipped, &c., contrary to this statute, the former owner may recover possession of it by means of an application to the Court of Admiralty, if such property should be bought within the limits of British jurisdiction. The first part of the section is unobjectionable, because the property there dealt with would have been wrongfully taken in the beginning. The latter part of the section, however, deals with property rightfully taken, according to the rules of international law, and it might become a serious question whether the rights thus acquired by a captor could be divested by the municipal law of this country. If the captor came within the jurisdiction of this country voluntarily he might possibly be deemed to have submitted himself to the statute; but suppose he was driven with his prize into an English port by stress of weather, and the prize was then claimed under this section? It is not likely that any powerful government would submit to the loss of their prize without, at least, an energetic remonstrance.

Sections 15—29 relate to the procedure for enforcing the provisions of the statute, a matter almost as important as the substantive enactments themselves. Sections 16—18 deal with some details of legal procedure under the statute, such as venue, &c., &c. Sections 19, 20, and 27 require that all proceedings for forfeiture shall be with the sanction of the Secretary of State, and shall be had in the Court of Admiralty, with an appeal to the Privy Council. By section 21 officers of the customs, and naval and military officers, called the "local authority" may seize and detain any ship liable to be seized or detained under the Act. Section 22 specifies the powers and immunities of officers who seize vessels under these provisions. By section 23, if the Secretary of State is satisfied that there is reasonable and probable cause for believing that a ship is being built, &c., or about to be despatched contrary to the Act, he may issue a warrant to the local authority to seize her. The owner of a vessel thus seized may take proceedings in the Court of Admiralty for her release. Without any warrant the local authority may seize a ship, when there is reasonable and probable cause for believing, &c., &c.

The Secretary of State may grant a search warrant to enter dockyards, &c., to inquire about ships, &c. (section 25.) Section 26 defines the chief executive authority who out of Great Britain may exercise the power given to the Secretary of State. Sections 28 and 29 provide for the indemnity of officers for acts done under the statute. Section 30 is a long interpretation clause, and the old Foreign Enlistment Act is repealed by section 31. Foreign commissioned ships are excepted from the Act to a certain extent, and the penalties mentioned in the statute do not extend to persons entering into military services in Asia.

The punishment for offences under the Act is fine and imprisonment for not more than two years, with or without hard labour. This is in addition to the forfeiture of ships, munitions of war, &c., built, &c., or employed, &c., contrary to the statute. The statute is to be cited as "The Foreign Enlistment Act, 1870."

CAP. XCI.—*An Act for the relief of persons admitted to the office of priest or deacon in the Church of England.*

The civil disabilities of those English clergymen who are actively following their sacred calling are not numerous, and, as far as we are aware, are not the subject of complaint on the part of anybody. The clergy may not sit in the House of Commons (41 Geo. 3. c. 63), and they may not be mayors of boroughs or common councillors (56 Will. 4. c. 76), but otherwise they are (apart from the Act of Parliament we are about to comment on) pretty much in the same position as other men are. Trades of every description are open to them without incurring any penalties, and of late years they have, by the liberal arrangements of the Inns of Court, been admitted without objection to the bar. The exclusion from municipal, and more especially from parliamentary life, however, though neither felt nor resented by the working clergy, has long been justly treated as a grievance by a small number of men who have found themselves subject to the disabilities incidental to being in orders, long after they have lost the desire of practising the ordinary duties of their profession. They have chafed against the sort of half citizenship which alone was left them, and have now succeeded in obtaining redress. The statute just passed for their relief can offend no one, whatever his church principles may chance to be. It simply enables a clergyman who desires to do so, to renounce his ecclesiastical privileges, and by way of compensation to resume in their fulness all his civil rights.

The machinery provided is simple and effective. By section 3 it is enacted that the retiring minister may execute a deed of relinquishment in the form prescribed by the second schedule of the Act, may cause the deed to be enrolled in Chancery, and deliver an office copy of the enrolment to his bishop. Six months later the bishop (section 4) shall cause the deed to be "recorded," and thereupon the following consequences shall follow with respect to the person executing the deed:—(*a*) he shall be incapable of officiating or acting as a minister of the Church, or of holding any preferment therein, and shall cease to enjoy all rights, &c., attached to his office of minister of the Church of England; (*b*) every licence, office, and place held by him for which it is by law an indispensable qualification that the holder thereof should be a minister of the Church, shall be *ipso facto* void and determined; and (*c*) he shall be freed from all disabilities, &c., to which he would, by force of any of the enactments mentioned in the first schedule to the Act or of any other law have been subject, and from all jurisdiction, &c., to which he would have been amenable in consequence of his admission to the office of minister. Section 5 provides that the deed shall not be recorded if proceedings of any sort are pending against the person executing the deed; and the remaining sections (6, 7, and 8) contain subsidiary provisions for carrying the Act into effect, which it is not necessary to notice in detail here.

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The first schedule of the Act specifies two Acts of Parliament and one section of a third, viz., the 41 Geo. 3. c. 63, the 3 & 4 Vic. c. 86, and the 5 & 6 Will. 4. c. 76, s. 28; and in future these statutes will have no operation *quoad* clergy who comply with the provisions of the new Act. In future, therefore, such clergy will be able to sit in the Commons, when elected, or to enjoy the distinction of being mayors or common councillors. They will, moreover, be relieved from any liabilities under the Church Discipline Act (3 & 4 Vict. c. 86). But it should be noticed that they still remain "in orders." The Legislature has wisely declined to face the storm which might have been raised, had any attempt been made to efface the "orders" themselves.

CAP. XCIII.—*An Act to amend the law relating to the property of married women.*

No reader of this journal is likely to be ignorant of the controversy which has now lasted so many years, respecting the rights of married women to hold property in opposition to the claims of their husbands and those claiming under them. The common law, we need hardly say, considered the husband entitled to all the property, real or personal, of his wife; except that he could not, without her concurrence, dispose of her real estate for any period longer than the duration of the coverture. How this principle has been broken in upon by courts of equity—first, by the system of settlements to separate use, and afterwards by the doctrine of equity to a settlement—is sufficiently well known; and now by this Act married women are secured in the separate enjoyment of their property in, we think, every instance in which it is desirable that they should be so. The points in which the law, as it previously existed, was reasonably open to objection, are two—first, that it was impossible to settle future earnings, and therefore married women in the receipt of wages were left wholly at the mercy of their husbands; and secondly, that the expense of settlements rendered them practically inapplicable to very small properties. Both these objections are removed by the present Act.

By section 1, all future earnings of married women become *ipso facto* their separate property; and by sections 2, 3, 4, and 5, the mere investment of any sum of money, however small, in any one of a number of modes of investment (embracing every method of investment reasonably applicable to sums too small for regular settlement), is made to confer a separate use, while provisoes are introduced to prevent this power from being used to defraud the husband; and by section 6 care is taken that the husband's creditors shall not suffer by collusive settlements of what is really the husband's property. No such provision existed in the bill as originally introduced into the Commons, and we pointed out in our remarks upon that bill with what facility extensive frauds might be perpetrated by means of such settlements.

By sections 7 and 8 any real or personal property to which a married woman becomes possessed *ab intestato* is to be to her separate use, as is also any sum of money not exceeding £200 given or left to her by deed or will. This last provision was introduced on the third reading, upon the motion of Lord Romilly, and was intended to meet the case of small sums not worth a regular settlement. The Legislature seems to have assumed that if a settlor or testator desired the object of his bounty to take to her separate use he would say so, and that if he did not so say the law ought not to say so for him, and on this account it was originally proposed to exclude gifts *inter vivos* and legacies altogether from the operation of the Act. Whether they thought that in the case of small gifts the donor would not be so particular in recording his wishes, or whether they merely desired to give an additional boon to the poorer classes of women, on whose behalf the crusade was ostensibly undertaken, we cannot say; but curiously enough, the Act includes in the separate estate exactly that class of gifts which it is the object of almost every covenant for the settlement of future property to exclude from the settlement.

Section 9 gives a summary tribunal for the settlement of those disputes between husband and wife of which the Act is likely to bear a goodly crop; section 10 enables husband or wife to effect insurances for the wife's benefit, subject to provisions to prevent frauds upon the husband's creditors; and section 11 enables the wife to sue (but, strangely enough, not to be sued) in respect of her separate property.

Thus far the Act is directed to altering the law to the advantage of the married woman; the three next sections are directed to preventing wholly or partially certain injustices naturally arising out of these alterations. Hitherto a husband has always been liable for his wife's debts contracted before marriage, on the ground that having by the marriage acquired all her property, he ought to take it *cum onere*; as this is no longer to be the case, it would be manifestly unjust to continue to saddle him with the burden after having deprived him of the benefit; *cessante ratione legis cessat ipsa lex*; by section 12, the liability for these debts are taken off the husband and put upon the wife's separate estate. The law as to debts contracted after marriage is however unaltered, and a husband may find himself liable to the whole extent of his property for the maintenance of a wife, who may be in possession of ten times the amount of her own, of which she refuses to spend a penny; and he will be actually without remedy, or at all events without any remedy not involving equally serious consequences.

Sections 13 and 14 render a woman, having separate property, liable to maintain her husband (to the extent of keeping him off the parish) and children, but even here the balance is not quite fairly held, for whereas a man is bound to maintain his wife in his own station, the wife, however wealthy, is only bound to maintain her husband *as a pauper*; and instead of imposing on both parents the duty of maintaining their children jointly in proportion to their means, the duty of the wife to do so is expressly made secondary only, the husband remaining primarily liable to the whole maintenance of the family.

The remaining three sections of the Act are formal merely.

We perceive from the third annual report of "The Ladies' Committee" that they are dissatisfied with the Act, and propose to continue their agitation; with a view, as far as we can make out from the report, of obtaining for married women all the advantages, without any of the liabilities, at present belonging to married men.

CAP. XCVII.—*An Act for granting certain stamp duties in lieu of duties of the same kind now payable under various Acts, and consolidating and amending provisions relating thereto.*

CAP. XCVIII.—*An Act for consolidating and amending the law relating to the management of stamp duties.*

CAP. XCIX.—*An Act for the repeal of certain enactments, relating to the Inland Revenue.*

The minutiæ of the stamp laws are matters which no lawyer attempts to carry in his memory. It is enough to know the general principles of the machinery, and to be able at any moment to lay your hand upon the details. Every one who has ever had to consider questions of stamp duty knows the inconvenience and uncertainty which arose from having to hunt from one statute to another—and the urgent need of a Consolidating Act. The Chronological Index and Table of Statutes published last year gives 193 Acts as then in force relating to stamp duties, though, of course, many of these statutes dealt only with matters very unlikely to come within the purview of the conveyancer or practising lawyer, and some of them—like the Real Property Amendment Act (8 & 9 Vict., c. 106), which declares that lands shall lie in grant as well as in livery, and subjects deeds of grant to the same stamp as that formerly payable on a lease and re-

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lease—are not to be included in the embarrassing intricacy. The third of the Acts at the head of this notice repeals no less than 106 of these old statutes, thus making a clean sweep of the Stamp Duty procedure, &c., Acts, repealing, for instance, all such Acts as the 17 & 18 Vict. c. 83, upon the 16th section of which the now celebrated *Boulton's case* (18 W. R. 351) arose—the old General Stamp Acts, 55 Geo. 3, caps. 184, 185, &c., &c. This being done by Cap. XCIX., Cap. XCVII. enacts in lieu of the abolished, a new series of "consolidated and amended provisions." Anything like a detailed investigation of the provisions thus substituted for the old ones would be inappropriate here, besides requiring an inordinate portion of our space. We may, however, draw attention to one or two points.

By section 6 all stamp duties hereafter imposed are to be paid and denoted according to the regulations in this Act. It is to be hoped that after this provision we shall no longer have the *procedure* meddled with by Inland Revenue Acts passed to alter or impose duties. The old thirty-five shilling deed stamp is reduced to ten shillings (see schedule, and see also section 4).

By section 8, "Except where provision is made to the contrary by this or any other Act, an instrument containing or relating to several distinct matters is to be separately and distinctly charged" with duty for each as for a separate instrument. Under the schedule to the Stamp Act of 1850, the same thing was provided for by separate clauses relating to conveyances and mortgages. By the second part of section 8 an instrument made for any consideration for which it is chargeable with *ad valorem* duty is to be chargeable for any "further or other valuable consideration" as for a separate instrument. This is in lieu of the provision which was so much canvassed *apropos* of *Boulton's case* (*ubi sup.*), and it will be observed that under the new provision the "further or other" consideration is only to entail an additional duty an *ad valorem* duty is already chargeable. This provision also must be read with that of Cap. XLIV. of this year, under which no covenant by a lessee to make substantial improvements, or usual covenant, is to render the lease chargeable on that account as for a further consideration.

Section 9 renews an old provision, by inflicting a penalty for fraudulently suppressing the real consideration affecting the chargeability of an instrument; but the net is spread wider than of yore, and now every person "employed in or concerned about the preparation" of the instrument is placed under liability, so that a barrister or conveyancer might find himself obnoxious to this section if he deliberately planned to evade the duty chargeable for a consideration.

The 60th section embodies the following penalty on unprofessional conveyancers:—

"Every person who (not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draftsman in equity), either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceedings in law or equity, shall forfeit the sum of £50."

But the section is not to extend to public officers acting in the course of their duty, or to persons employed merely to engross; and secondly, the term "instrument" in the section is not to include wills, agreements under bond only, powers of attorney, or transfers of stock containing no trust or limitation.

This provision seems well contrived so as to hit the unqualified practitioners without interfering with cases of emergency or mere kindly assistance. It seems, however, a strange thing to find in a stamp Act.

Cap. XCVIII. deals with a quantity of matters of management rather than procedure, such, for instance, as allowances for spoiled stamps, licences to sell stamps, and penalties on unlicensed dealing.

CAP. CII.—*An Act to amend the law relating to the taking of oaths of allegiance and naturalization.*

Cap. XIV. of this year (the Naturalisation Act, commented on *ante*, p. 888) empowers "one of Her Majesty's principal Secretaries of State" to make regulations on certain matters there enumerated, under which power were made the regulations printed by us, *ante*, p. 943. The present Act extends the subject-matter of regulations to be made under the former Act to certain matters respecting oaths, and imposes a penalty on false declarations made under that Act. We do not see why two Acts are necessary.

CAP. CIV.—*An Act to facilitate compromises and arrangements between creditors and shareholders of joint stock companies in liquidation.*

The bill of this Act was introduced by Mr. H. B. Sheridan, and slipped unawares through the Legislature in the hurry at the close of last session. The Act enacts that where any compromise or arrangement shall be proposed between a company in liquidation

"And the creditors of such company, or any class of such creditors, it shall be lawful for the Court in addition to any other of its powers, on the application in a summary way of any creditor or the liquidator, to order that a meeting of such creditors or class of creditors shall be summoned in such manner as the Court shall direct, and if a majority in number representing three-fourths in value of such creditors or class of creditors present either in person or by proxy at such meeting shall agree to any arrangement or compromise, such arrangement or compromise shall, if sanctioned by an order of the Court, be binding on all such creditors or class of creditors, as the case may be, and also on the liquidator and contributories of the said company."

The Court already possessed under sections 159 and 160 of the Companies Act, 1862, powers of confirming schemes and compromises, even though some of the creditors may dissent. See *Re Commercial Bank Corporation of India and the East*, 17 W. R. 840, and *Re Smith, Knight & Co.*, 16 W. R. 1104. The Act, indeed, goes a step further in authorising partial arrangements with a class or section of creditors; otherwise it is hard to see its purport. It does not seem to us a beneficial measure.

RECENT DECISIONS.

EQUITY.

STATUTE OF LIMITATIONS—TRUST.

Burdick v. *Garrick*, L.C. & L.J.G., 18 W. R. 887, L. R. 5 Ch. 233.

Apropos of the case of *Stone* v. *Stone* (18 W. R. 225), we recently (*ante*, p. 890) made some remarks upon the Statute of Limitations in its relation to trust matters. As the bar does not extend to claims between trustee and *cestui que trust*, a claimant is frequently tempted to set up a fiduciary relation because, on any other footing, his remedy is barred. It is not enough to say that the claim is, on its original merits, the proper subject of a bill in equity, because that might arise merely from its involving complicated questions of account, without there being any savour whatever of fiduciary relation between the parties.

In the present case a man had originally given to the defendants a power of attorney, empowering them to manage his estate, to receive all moneys on his behalf, and invest as directed. Ten years afterwards his administrator filed a bill for an account, and, of course, the claim would be barred, unless (as the Court held the fact to be), a fiduciary relation took the case out of the statute. The relation of principal and agent or principal and factor is decidedly a fiduciary one, therefore where an agent or factor retains in his own hands the moneys of his principal the latter can bring him to account in the Court of Equity after a claim at common law would be

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barred. In *Foley* v. *Hill* (1 H. L. 35), Lord Cottenham pronounced fully upon that question.

As between a banker and a customer who pays money into his bank, the same judge ruled—and clearly established the point—there is no fiduciary relation.

"Money when paid into a bank ceases altogether to be the money of the principal; it is then the money of the banker, who is bound to return an equivalent by paying a similar sum to that deposited with him, when he is asked for it. . . . He is guilty of no breach of trust in employing it, he is not answerable to the principal if he puts it in jeopardy, if he engages in a hazardous speculation; he is not bound to keep it or deal with it as the property of his principal, but he is of course answerable for the amount, because he has contracted, having received that money, to repay to the principal, when demanded, a sum equivalent to that paid into his hands."

The banker is "not an agent or factor, but he is a debtor" (Lord Cottenham in *Foley* v. *Hill*, *ubi sup.*)

Lord Justice Giffard lays it down here, very shortly, that "where it is the duty of a person to receive property and hold it for another until called for, he cannot be discharged by lapse of time or by anything, except handing it over to those entitled to receive it." We apprehend that where a banker has a power of attorney from a customer keeping a current account, under which he receives, say, the dividends on stock, his crediting the customer's balance with the amount received would be the "handing it over" here mentioned, and consequently that the fiduciary relation as regards each dividend would terminate on its being credited to the customer.

In *Re Hindmarsh* (8 W. R. 203, 1 Dr. & Sm. 129) Vice-Chancellor Stuart held that "the Statute of Limitations does apply to an action or suit brought by a client against a solicitor for moneys received by the solicitor as agent." This ruling is distinctly overruled by the sentence of Lord Justice Giffard above cited; and the Lord Chancellor observes that that case is referable only to its peculiar circumstances. We do not see how it can be maintained that where a solicitor receives money to his client's use there is no fiduciary relation. Note also that where an agent dies with his principal's money in his possession, the agency being only terminated by the agent's death, the statute could not begin to run before then, and on the principle that there is no course of action till there is some one to sue, would not begin to run till there was a representation to the agent by executor or administrator.

The Vice-Chancellor had charged the defendants five per cent. interest, with *half-yearly rests*. The Court of Appeal rejected the rests. This case, and those of *Attorney-General* v. *Alford* (4 De G. M. & G. 843, 3 W. R. 200) and *Mayor of Berwick* v. *Murray* (7 De G. M. & G. 497, 5 W. R. 208), are the authorities on this matter. Ordinarily the Court charges the defendant five per cent. simple interest, considering either that he has made that or ought to have made it. But where (see Lord Hatherley's judgment) the defendant has employed the money in trade the Court will presume ordinary trading profits, and will direct rests.

Succession Duty Act, ss. 20, 42.

Dugdale v. *Meadows*, V.C.J., 18 W. R. 310; L. R. 9 Eq. 212.

The 5th section of the Succession Duty Act (16 & 17 Vict. c. 51) enacts that the extinction of determinable charges shall be deemed to confer successions, and the 15th section provides that where any succession shall have been alienated before the successor shall have become entitled thereto, the duty shall be paid just the same. By section 42 the duty is a first charge on the property, but section 42 contains a proviso affecting settled property; that where settled property shall be subject to a power of sale or exchange exerciseable with the consent of the successor, or by the successor with the consent of another person, in such a case the duty shall be charged *substitutively* upon the successor's interest in the property taken in exchange, or the proceeds of sale, as the case may be. The 20th section states the time at which the duty is to be paid, viz., "at the time when the successor, *or any person in his right or on his behalf*, shall become entitled in possession to his succession," saving that where there is a prior charge or interest not created by the successor, the duty need not be payable till the determination of such charge or interest, though the duty on a succession in expectancy may always be commuted under section 41.

In *Dugdale* v. *Meadows* lands were settled, subject to a jointure, with power to the trustees to sell by consent of the tenant for life. A portion having been sold with the tenant for life's consent, the purchaser contended that as succession duty would one day be payable, on the determination of the jointure charge, he was entitled to require that the succession duty should be provided for, either by commutation under section 41, or by setting apart a fund out of the purchase-money.

The Vice-Chancellor held that, under section 20, the purchaser taking his conveyance from the trustees with the consent of, and not from, the successor, was not a person becoming entitled "in his (the successor's) right or on his behalf," while by section 42 the charge of the duty was thrown upon the proceeds of sale. The decision is one to be noted by conveyancers.

Strips of Land Alongside of Highway.

Turner v. *Ringwood Highway Board*, V.C.J., 18 W. R. 424, L. R. 9 Eq. 422.

It is a presumption of law that the owner of land adjoining a highway is the owner of the soil of the highway, *usque ad medium filum viæ*, subject to the right of the public to use it as a highway, which includes an obligation on such adjoining owner of not obstructing the highway with anything that is a nuisance to passers. It is also a presumption of law that such ownership is in the adjoining owner and not in the lord of the manor (*Steele* v. *Prickett*, 2 Stark. 468). But it seems that where a highway is made under an Enclosure Act over waste of a manor, the soil remains in the lord, subject to the public way, for that portion only is taken from him for which he receives compensation, and which is allotted to others (*R.* v. *Edmonton*, 1 Moo. & R. 24; *Poole* v. *Huskisson*, 11 M. & W. 827).

The right of the public is not confined (in the absence of evidence to the contrary) to the mere *trita via* or metalled road in actual wonted use by carriages. It extends *primâ facie* over the whole of the ground between the two fences or hedges (*Reg.* v. *United Kingdom Telegraph Company*, 10 W. R. 538). Of course if the hedges be extraordinarily wide apart that may favour a presumption that they encompass something more than the highway. Speaking of roads enclosed by Act, Lord Tenterden said, in *R.* v. *Wright*, 3 B. & Ad. 681, "I am strongly of opinion, when I see a space of fifty or sixty feet, through which a road passes, between enclosures set out under an Act of Parliament, that, unless the contrary be shown, the public are entitled to the whole of that space, although perhaps from economy the whole may not have been kept in repair."

In the present case a highway had been set out under an Enclosure Act in 1811, with fifty feet between the hedges. The actual *via trita* occupied only twenty-five feet in the middle of this, and on the slips by the wayside heath, furze, and even tall fir-trees, had grown. The plaintiff, an adjoining owner, claimed to have a title to the soil, setting up that the dedication to the public was to be considered as having been abandoned as it were, and he prayed an injunction to restrain the highway board from cutting down the trees. But it follows from the law as above stated, that the strips by the road-side are none the less part of the highway because there is no *via trita* over them. The public had, as the Vice-Chancellor remarked, a right to deal with and remove trees as they had to deal with and remove the telegraph posts in *Reg.* v. *United Kingdom Telegraph Company* (*ubi sup.*), on the ground that their existence there was a nuisance. The bill was therefore dismissed.

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In such a case the board would have a right to remove the trees, but the property in the trees would be clearly in the owner of the soil, the adjoining owner, or the lord of the manor, as the case might be. It would seem, therefore, that the highway board in this case had no right to sell the trees as they proposed to do after cutting them; they could only insist on cutting them and the timber would belong to the owner of the soil.

COMMON LAW.

Royal Palace—Privilege from Execution of Legal Process—Hampton Court.

Attorney-General v. *Dakin and others*, H.L., 18 W. R. 1111.

This case has given rise to a difference of opinion in the House of Lords, as well as in the courts below. The actual point for decision was whether a writ of *fi. fa.* could be executed in Hampton Court Palace. It was not disputed that a palace which is the residence of the sovereign is privileged from the execution of civil process. The only question was whether Hampton Court, which undoubtedly once had this privilege, as it was a royal palace and a royal residence, still possesses the privilege now that the sovereign no longer resides there.

The learned judges who have had to decide this case in the three courts through which it has passed have been nearly equally divided upon this question. If the three courts are taken together it will be found that seven judges have held that process may be legally executed in Hampton Court, while six thought that process could not be legally executed there. The ultimate decision is on the side of the majority. In accordance with the decision of the House of Lords, it is now settled that process may be executed in Hampton Court.

There is very little ground for surprise that there should have been such difference of opinion upon the Bench, as the question was one of fact not of law. All were agreed as to the law of privilege, but on the matter of fact, whether Hampton Court was a royal residence as well as a royal palace, there was much doubt. The sovereign has not in fact resided at Hampton Court since 10 Geo. 2, and there is no doubt, as a matter of common sense, that Her Majesty at present is not likely to take up her abode there. Under these circumstances it seems only reasonable to hold that the palace is not a royal residence, as the sovereign does not reside there now, nor is she likely to reside there. The privilege is one personal to the sovereign and not peculiar to any locality, and as a new palace may be invested with the privilege by the residence of royalty, so may an old palace lose the privilege by the departure of royalty.

The legal result of this case is satisfactory, although it cannot but be regretted that it should have been necessary to go to the enormous expense of an appeal to the House of Lords in order to ascertain whether execution could be levied on the goods of a debtor. It would be curious to know by how much the legal expenses have exceeded the value of the goods which the sheriff endeavoured to seize.

Criminal Pleading—Charge of an Assault.

The Queen v. *Macpherson*, C.P., 18 W. R. 1053.

Questions of pleading are much less frequent in the superior courts now than used formerly to be the case, in consequence of the practice of reading pleadings by the light of common sense, instead of adhering to the fantastic subtleties of the older lawyers. In one branch of law, however—viz., criminal law—it is still the practice to entertain the most frivolous verbal objections to pleadings and to split straws as used to be done with every kind of pleading in former days. According to the old principles of the common law a prisoner accused of a crime was looked upon as one already to be treated as guilty of the crime charged, and who might be convicted under a most iniquitous procedure without being allowed to give evidence himself or (in cases of felony) to examine witnesses on oath or to have a copy of the indictment; but on the other hand, as a kind of compensation, if there were the slightest flaw in the regularity of the proceedings, even in the spelling of the indictment, the prisoner was allowed to take advantage of it, and the proceedings were thereby vitiated and the prisoner released. A vicious system of procedure introduced a vicious strictness in all matters relating to that procedure, down to the smallest details. There have been considerable improvements of late years in criminal procedure, but the old theory that the pleadings are to be looked at from the prisoner's point of view only, and that any doubt, however far-fetched, is to be decided in his favour, has still much vitality. As long as the procedure was unfair to the prisoner and not calculated to elicit the truth there was some excuse for this, although it always favoured the guilty as much as the innocent. If, however, the procedure is not unfair, there is no reason why every point upon which there is any possible doubt should be given in favour of the accused, or why the interests of justice, which can alone justify even his accusation, should be overlooked. Such is, however, not unfrequently the case.

In *The Queen* v. *Macpherson* by a rare chance a question of criminal pleading came before the Judicial Committee of the Privy Council. In the colony of New South Wales an information charged the defendant that in an ante-chamber of the Assembly of New South Wales he assaulted and beat the prosecutor, "in contempt of the Assembly, in violation of its dignity, and to the great obstruction of its business."

There was a demurrer to this, on the ground that it charged as an offence a contempt of the Assembly, and that there was no such crime known to the law. The Judicial Committee held that the information sufficiently charged an assault, and, without deciding whether there could be such an offence as a contempt of the Assembly, upheld the information.

It would seem that this point would have been too clear for argument if it had arisen in civil pleadings in precisely the same words. As, however, the pleadings were criminal an attempt was made to give the words a much narrower meaning than they would otherwise have borne. This decision by the highest Court of Appeal will, we hope, have a good effect in inducing inferior courts to apply in the construction of criminal pleadings those common sense rules which have of late been applied to civil pleadings. The old maxim *qui hæret in literâ hæret in cortice*, ought never to be forgotten.

Usage of Market — Contract by Broker — Principal Ignorant of Usage.

Mollett v. *Robinson*, C.P., 18 W. R. 1160.

The effect of usage upon contracts has been frequently the subject of judicial decision, and there are many reported cases upon the point. There is still, however, much doubt as to some of the principles which allow contracts to be varied by usage. The present case, unfortunately, does but little to remove these doubts, as the Court were equally divided; but the judgments are well worth a careful consideration, as they deal with an important question on the extent to which the character (and not merely the terms or mode of performance) of a contract may be altered by the usage of the market in which the contract is made.

The defendant, a Liverpool merchant, employed the plaintiffs, tallow brokers in London, to buy for him fifty tons of tallow. The plaintiffs had also orders from other persons, and the plaintiffs bought in their own names, and without disclosing the name of their principal, a quantity of tallow much in excess of that which the defendant ordered. The plaintiffs then sent a bought note to the defendant representing that they had bought for him, "as brokers," of a principal, the fifty tons as ordered. This bought note corresponded with the contract between the plaintiffs and their

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sellers in quality, price, &c., but not in quantity, and there was, of course, no corresponding sold note, as there was no such purchase as that represented in the bought note. The sellers did not deliver the tallow, and the plaintiffs, tallow having fallen in price, paid the sellers the difference. The plaintiffs bought other tallow, and tendered it to the defendant in performance of the terms of the bought note. The plaintiffs in buying the tallow in this way, and in their own names, and in thus settling with their sellers, acted in strict accordance with the usage of the London tallow market. The defendant was not aware of this usage, and on becoming acquainted with the real nature of the transaction, he refused to adopt it or to accept the tallow tendered by the plaintiffs, who then sold the tallow, and commenced the action to recover from the defendant the loss thereby occasioned to them. The question was whether the defendant was liable.

Bovill, C.J., and Montague Smith, J., thought that the plaintiffs were entitled to recover, on the ground that the plaintiffs had duly pursued the usage of the market, and that the defendant was bound thereby. Willes and Keating, JJ., thought that the usage of the market so altered the nature of the order given by the defendant to the plaintiffs, that the defendant was not bound by such usage, and that the plaintiffs ought not to recover.

Bovill, C.J., in delivering the judgment of himself and Montague Smith, J., laid down the general rule as to the effect of the usage of a market, and it seems that the judges agree with the rule so laid down. The difference of opinion arose only as to the application of the rule. He says, "The general rule of law is that persons who engage a broker to transact business for them in a general market, authorise him to do so according to the general and known usages and customs of that market, although they themselves may not be aware of them; and if the business is transacted in the ordinary and usual course, the principals are bound by such usages and customs, whether they had actual knowledge of them or not." Bovill, C.J. and Keating. J., thought that the present case fell within the rule, and that the defendant was bound by what the plaintiffs had done according to the usage. Willes, J., delivered the judgment of himself and Keating, J., and adduced some very weighty arguments to show that the rule does not apply to this case. He does not impugn the accuracy of the rule itself. He thought that the usage did not so much vary the contract as altogether to alter its character, and on that ground he held that the defendant was not affected by the usage. He says, "The plaintiff's authority was to buy as broker for his principal, not to sell to him. If the sale had been consummated in the course insisted upon by the broker the principal would have obtained goods and paid for them, that is, would have bought them. Of whom? Of his own broker, and no one else. That ought not to be without the knowledge and consent of the principal." Willes, J., then notices the rule that an agent employed to buy or sell cannot be himself the buyer or seller without distinct notice to the principal; "a different rule would give the broker an interest against his duty." He continues—"It is also an elementary proposition that a custom of trade may control the mode of performance of a contract, but cannot change its intrinsic character. It may regulate as extrinsic what is done in the market when the contract does not provide otherwise. It cannot overrule what is agreed between the parties, whether intrinsic or extrinsic."

The grounds upon which the judgment of Willes and Keating, JJ., is based are most cogent reasons in favour of holding the defendant not liable in this case. If the view held by Bovill, C.J., and Montague Smith be law, a principal employing a broker to buy would be affected by almost any conceivable usage of the market, no matter how unreasonable or how opposed to the principal's order.

The question whether the usage in this case was or was not unreasonable, and whether if unreasonable it would bind the defendant, is not directly alluded to in either of the judgments. The judgment of Willes, J., might be read as only deciding the specific point that the usage did not bind the defendant, because it entirely altered the character of the order given by him. Or it might be read as an application of a much wider principle that a person ignorant of the usage of a market cannot be bound thereby if such usage is unreasonable. Willes, J., held that the usage did not bind the defendant, and also in effect that it was unreasonable; but his judgment by no means *necessarily* decides that no unreasonable usage will bind a principal ignorant of it. This general question was not discussed.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. REGISTRAR BROUGHAM.)

Oct. 17.—*Re Claassen.*

Removal of goods by receiver—Rent due but not yet payable.

This was an application by the receiver appointed under a liquidation by arrangement that Mr. C. J. Corbett, of Gracechurch-street might be ordered forthwith to deliver up certain articles of office furniture detained by him.

The debtor had rented offices of Mr. Corbett, in Gracechurch-street. On the 23rd September he filed a petition under the 125th and 126th clauses of the Bankruptcy Act, 1869, and a receiver was appointed by the Court.

On the morning of the 29th of September, when there was one-quarter's rent due, a person called at the offices on behalf of the receiver, and commenced moving the furniture away. He had taken part of the furniture from the offices on the third floor of the building down to the basement when he was stopped by the landlord, who refused to allow the goods to be taken away until his one-quarter's rent due that day was paid, and the articles which had already been removed by the receiver to the basement were taken possession of again by the landlord, and locked up in another room. The receiver now applied that these articles should be delivered up to him.

Mr. Joel Emanuel, for the receiver, in support of the application, referred to rules 260 and 264, vesting the estate in the receiver, and to *Ex parte Russell*, 18 W. R. 753, showing the Court had power to restrain a distress for rent if improperly made. The distress was illegal on three grounds—Firstly, the rent being payable on the 29th of September, the tenant had the whole of that day to pay it, and the landlord's power of distress would only take effect on the following day. Secondly, the goods being removed off the demised premises to the basement, the landlord could not distrain them. Thirdly, the landlord had never actually distrained, but had simply taken possession of the goods. On the 29th of September he had no power to take the goods, and could not avail himself of his wrongful act to retain the goods now. It was the duty of the receiver or trustee to investigate the claim for rent, and if correct, the landlord would be paid by him in due course.

Bagley, for Mr. Corbett, argued that the landlord had a power to follow the goods for his rent, if improperly and fraudulently removed. The value of the goods taken was very small. The person calling to take away the goods produced no authority, and the landlord was justified in preventing their removal until such person's right had been investigated by him.

Mr. REGISTRAR BROUGHAM.—The landlord had no power to detain the goods on the 29th of September, although, if the goods had been removed when the rent was due, the landlord might have followed them for his rent; the value of the goods made no difference, the principle applied in the same way. The person calling to take the goods ought to have produced his authority from the receiver at the time. He must make an order for the goods to be forthwith delivered up to the receiver, but under the circumstances of the case, he would not direct the landlord to pay the costs of the application.

Oct. 25.—*Re Sumpter and Shrimpton.*

Liquidation under sections 125, 126—*Dissolution of injunction against proceedings in bankruptcy.*

The debtors were blacking manufacturers, trading in copartnership under the style of Warren, Russell, & Co.

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They recently presented a petition for liquidation under sections 125 and 126, and an injunction was thereupon obtained restraining further proceedings in bankruptcy by a creditor named Pollard. It appeared that Mr. Pollard made the demand for payment of his debt on the 6th of October; on the 12th he took out a debtor's summons with a view to bankruptcy, and the same was duly served. On the 14th inst. the petition for liquidation was filed.

Doria, now applied for the continuance of the injunction granted under the petition.

Read, for Mr. Pollard, contended that no sufficient reason existed to induce the Court to interfere with the common law right of creditors. The proceedings commenced by Mr. Pollard had priority to those instituted by the debtors under their petition for liquidation; and it was the practice of the Court to give the preference to a creditor's petition. The proceedings in each case had for their common object the administration of the estate, and there was no evidence to show that the creditors were in favour of the petition for liquidation. The Court also had ample jurisdiction to entertain any proposal for a settlement by means of arrangement or composition after an adjudication; and, under the circumstances, he submitted that there was no ground for continuing the injunction. He cited *Ex parte Dimond, Re Williams*, 18 W. R. 1123.

Doria, in reply, urged the Court to continue the injunction, at least until after the day appointed for the first meeting of creditors, as the debtors then intended to make a proposal.

Mr. REGISTRAR BROUGHAM said that the creditors would have an opportunity of expressing their views at the meeting, and of determining whether the estate should be wound up under liquidation before the petition for adjudication came on for hearing. But, acting upon the decision in *Ex parte Dimond, Re Williams*, he should dissolve the injunction, with costs.

COUNTY COURTS.

CITY OF LONDON.

(Before J. ANDERSON, Q.C., Deputy Judge.)

Oct. 12.—*Ambler* v. *Bullen.*

Liability of plaintiff's attorney for sheriff's officers' fees—Effect of an interpleader issue.

In this case the plaintiff, a sheriff's officer, sued Mr. Bullen, a London attorney, for fees accrued in the execution of a writ of *capias*, issued by the defendant in his capacity as attorney for a plaintiff in another action. There was no special authority to the officer, but the ordinary direction indorsed on the writ.

The question was whether the plaintiff in the original action, or his attorney, was liable to Ambler for these fees.

Mr. A. B. Carpenter, for the plaintiff, contended that, under the authority of *Brewer* v. *Jones* (10 Ex. 655), *Maill* v. *Mann* (2 Ex. 608), and other cases, the attorney who issues an execution, either *fi. fa.* or *ca. sa.*, is liable to the officer for his fees in executing it, even though no special agreement had been made between them. He also referred to *Walbank* v. *Quartermain* (3 C. B 94), where Tindal, C.J., held that the attorney who engages the service of the officer, and not the client, is the party liable for the fees usually allowed on taxation for the issue of process.

Mr. Bullen in person submitted that there was no privity between the plaintiff and himself, and that, in all such cases as this, the sheriff, or his officer, must look to the plaintiff in the action, and not to the attorney, for his fees. He cited *Seal* v. *Hudson* (4 D. & L. 760), where it was held that evidence of usage, that the sheriff's officer always looks to the attorney, and not to the plaintiff in the action, could not be admitted.

Mr. ANDERSON was of opinion that the case of *Seal* v. *Hudson* had been overruled by the authorities cited by the plaintiff's attorney, and that if the sheriff's officer obeyed the Queen's writ, he was entitled to look to the attorney who issued it for payment of his feees, and, in default, might bring an action for their recovery.

Judgment for the plaintiff.

Oct. 12 and 13.—*Ambler* v. *Philp.*

In this case the same plaintiff sued Mr. Philp, also a London attorney for fees on the execution of a *fi. fa.*

It appeared that the plaintiff had seized goods at the defendant's residence, and also at the place of business of the firm in which he was a partner, but had not realised any money under the execution, having been ordered to withdraw by a judge of one of the superior courts, on an interpleader summons. The judge's order was not in evidence, but the existence of the order to withdraw was admitted.

Mr. A. B. Carpenter, for the plaintiff, contended that Mr. Philp was liable, although the officer had not realised anything under the writ, and that as the order was not in evidence, it was not to be presumed that the interpleader summons was decided on the merits, on the contrary it was not unusual for a plaintiff to consent to an order to withdraw rather than incur the expense of trying an issue, and that the fact of an order having been made for the sheriff to withdraw was no proof that the goods seised were not the goods of the defendant.

Mr. Hall, for the defendant, argued that as the officer had been advised to withdraw, and there was nothing realised by the sheriff, the officer was not entitled to any fees, and that it must be assumed that he had seized goods which were not the defendant's.

Judgment was given on the 13th inst, as follows:—

Mr. ANDERSON.—The question is whether the attorney who issues a writ of *fieri facias* is liable to the sheriff's officer for his fees. I decided yesterday in *Bullen's case* that he was liable on the execution of a *capias*, and I can see no distinction between that case and the present (assuming, of course, that the officer has made a proper seizure). By the indorsement on the writ, the defendant was described as residing at Sutton heath, and a partner in a firm at Liverpool, and I am of opinion that the office was right in levying at both places, and he has shown that he was necessarily in possession, the number of days for which he has charged what is called "possession money." The holder of a bill of sale claimed the household goods at Sutton-heath, and the defendant's partner in Liverpool claimed the partnership goods. On these two claims the sheriff interpleaded, and it may be that the result of an issue would have shown that the alleged bill of sale could not have been upheld, either for absence of consideration, or want of registration, or otherwise. As to the seizure of the partnership goods at Liverpool, the authoritier show that they were liable to seizure, and, but for the interpleader order, might have been sold—that is, the defendant's interest in an undivided moiety, although probably few persons would have bought such an interest. I am therefore of opinion that the plaintiff Ambler obeyed the Queen's writ, and is entitled to recover from Mr. Philp the statutory fees. It may be a hardship on an attorney in cases where his client cannot repay him, but it would be unfair to an officer who has done what he was directed and bound to do if he could not recover from the attorney who issued the writ, and upon whose instructions he was bound to act. There must be a verdict for the plaintiff for £9 3s. and costs. The expenses of the plaintiff's journey from Liverpool will be apportioned.

Judgment for the plaintiff.

BIRKENHEAD.

(Before Serjeant WHEELER.)

Oct. 14.—*In re Quiggin.*

Act of bankruptcy—Debtor absenting himself from place of business.

The alleged bankrupt was a boot and shoe dealer in Chester street, Birkenhead, and the question at issue was the validity of an adjudication of bankruptcy which had been made *ex parte*.

Mr. Downham, on behalf of the alleged bankrupt, now appeared, on notice of motion, asking the Court to annul the bankruptcy on the grounds that there was no sufficient debt due, and that no act of bankruptcy had been committed.

Mr. Cotton, for the petitioning creditors, took exception to the jurisdiction of the Court. He contended that where an adjudication had taken place the Court was *functus officio, quâ* the adjudication, and the order of adjudication could only be annulled by appealing to the Court in London. Were it otherwise, the Court would be in the anomalous position of being called upon to rehear a case *toties quoties* as any fresh evidence turned up. Moreover, where it had solemnly adjudicated a man bankrupt in accordance, as it believed, with the law and the information it possessed at the time, and that adjudication had been made public by advertisement in the *Gazette*, with all its attendant injuries to the debtor's credit, a grave question would arise how far, where it afterwards chose to ignore its own act and pronounce

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it illegal, it would be liable for damages. The new Act differed from previous ones, and conferred no jurisdiction to hear a disputed adjudication, but only a disputed petition, and for obvious reasons, as, the moment an adjudication took place and was advertised, all the mischief which attended bankruptcy had been effected, and it was only the Court of Appeal which could set the matter right.

Mr. Downham, in reply, submitted that it was the inherent right of every Court to review its own decisions.

Serjt. WHEELER, said he had some doubts upon the point, but having regard to section 71, which provided for the Court reviewing, rescinding, or varying its own orders, and to the fact that this adjudication had been made on *ex parte* evidence, he should overrule the objection. He could conceive no greater injustice to a debtor than under such circumstances to deny him the right of being heard; and, further, he did not think a Court of appeal should be invoked for the purpose of varying the decision of an interior Court where that Court had not had the opportunity of hearing both parties.

Mr. Downham thereupon called the bankrupt to disprove the act of bankruptcy. He deposed that he closed his shop on the evening of the 19th September, and left Birkenhead to go to his wife's lodgings in Liverpool, where he arrived at six o'clock on the following morning. He left there at ten o'clock, and, missing the 'bus, and feeling very ill, he went to his father's, where he remained for ten days. He was ill during that period, but not confined to the house. He did not go to his shop, but on the 21st September sent over to Birkenhead to see if his wife was in the shop, and was informed by his messenger that his wife was there. He owed at the time about £400, and had something like that amount in assets. There were bills running at the time, and some were overdue.—The wife was then called, and stated that she left her husband with his consent on the 1st September, on the understanding that they were to live apart. She took with her a portion of the furniture. Her husband came to see her pretty regularly, but on the 19th September he did not call: On the morning of the 20th he came at six o'clock, and left at ten to go to business: On the 20th September she went to Birkenhead to see her husband, and found the shop closed. She also went on the 21st September, and, with keys she obtained from a friend, effected an entrance into the shop. She opened the shop, and was applied to by a creditor on that day for payment of a bill which her husband knew to be due; but being without sufficient means, the creditor went unpaid. Her husband had left no instructions for her to carry on the business.—The petitioning creditor was then called, and deposed that the debt due to him was secured by the acceptance of Mr. Quiggin, the alleged bankrupt, which acceptance was not due.

Upon that evidence Mr. Downham contended—first, that the debt was insufficient; and second, that there had been no act of bankruptcy. With respect to the debt, he submitted that, according to the 6th section of the Act, the debt must be a sum due at law or in equity, and that at law the petitioning creditor could not have recovered till the bill was due. Section 7 provided that for the purpose of issuing a debtor's summons a debt sufficient to support a petition was requisite, and that such a debt only as could be recovered at law would be sufficient to support a summons. Under the former Bankruptcy Acts it was expressly provided that a debt, although not payable at the time of the act of bankruptcy, became due on the committal of the act of bankruptcy, and, as there was no provision of a like effect in the new Act, it must be inferred that it was intentionally omitted by the Legislature. As to the act of bankruptcy, he urged that it was requisite for the petitioning creditor to show that the alleged bankrupt absented himself with intent to defraud his creditors, and here he had failed, as no sane person could conclude that a man able to pay 20s. in the pound, who went on the spree for ten days, so went with an intent to avoid and delay his creditors.

Mr. Cotton, in reply, contended that the debt of the creditor was due, although not payable, and that the taking of a bill was a mere agreement not to demand payment for a time; but the moment the debtor committed an act of bankruptcy, and thereby placed it beyond his reach to fulfil his part of the agreement, the right of the creditor to immediate payment revived, and therefore in equity it was clearly payable. He referred to the 77th rule, which expressly provided that a debt payable when a debtor committed an act of bankruptcy was proveable in bankruptcy; and, therefore, if proveable in bankruptcy, it was equally so, after an act of bankruptcy, for the purpose of supporting a petition. On the question of the act of bankruptcy, he submitted that a trader who absented himself from his place of business and left no provision for the payment of his debts, nor any information as to where he could be found, thereby committed an act of bankruptcy. The intent at the time of absenting himself must be gathered from the consequences; and so long as it was shown that creditors had been delayed, the law assumed that he must have foreseen the consequences of his own act.

Serjt. WHEELER, said he felt the force of Mr. Downham's argument with respect to the debt, and had grave doubts upon the point; but as he had formed his opinion upon the other part of the case it was unnecessary that it should be then decided. With respect to the act of bankruptcy, the whole question turned upon the intent of the alleged bankrupt when he absented himself, and he had, after a careful consideration of the evidence, arrived at the conclusion that the petitioning creditor, upon whom the onus of proof lay, had not shown that there was the intent on the part of the bankrupt, in absenting himself, to delay or avoid his creditors. The adjudication would consequently be annulled.

Mr. Cotton, on behalf of the petitioning creditor and the receiver, gave notice of appeal.

APPOINTMENTS.

Mr. GEORGE WOODYATT HASTINGS, barrister-at-law, of the Oxford Circuit, has been appointed by the Lord Chancellor on the recommendation of the Lord-Lieutenant of Worcestershire, to be a magistrate for that county. Mr. Hastings is the son of the late Sir Charles Hastings, M.D., an eminent physician of Worcester, by Hannah, eldest daughter of George Woodyatt, Esq., M.D., of Worcester. Mr. Hastings was educated at Christ's College, Cambridge, and was called to the bar at the Middle Temple in May, 1850. He has latterly been an active member of the Social Science Association, and has taken an energetic part in conducting the Jurisprudence section. He has recently come forward as a candidate for a seat at the London school board, about to be formed under the new Education Act.

Mr. JAMES OLLIFF GRIFFITS, barrister-at-law, of the Oxford Circuit, has been appointed Recorder of Reading, in the place of Mr. H. T. J. Macnamara. Mr. Griffits was called to the bar at the Middle Temple in June, 1848, and is a member of the Oxford Circuit, also attending the Berkshire sessions.

Mr. JOHN WILLIAMS MATTHEW, solicitor, of Plymouth, (firm of Rooker, Matthews, & Shelly) has been appointed by the Registrar-General to be Superintendent-Registrar of Births, Marriages, and Deaths for the Plymouth district, in succession to the late Mr. Pridham. Mr. Matthews was certificated in 1853, and has for several years past been Clerk to the Plymouth Court of Guardians.

GENERAL CORRESPONDENCE.

NEW BANKRUPTCY LAW: COMPOSITION—THE DEBTORS' SUMMONS.

Sir,—The most important improvements of the new Act are generally considered to be the increased facilities given us to decide for ourselves as a body without legal interference, and the large powers vested in the Court of Bankruptcy to decide all questions between debtor and creditor and all parties affected without the necessity of resorting to any other Court. The case *Re Thompson*, before a registrar, sitting as Chief Judge, on the 21st inst., seriously limits these advantages, having decided that after the statutory majority has passed the required resolution accepting a composition, a dissentient creditor who may sue the debtor cannot be restrained by injunction under section 13, and that the debtor must now, as under the old law, defend such action and plead the creditors, resolution as a discharge. With much respect for the registrar I venture to doubt this ruling. The 12th section of the Bankruptcy Act, 1869, expressly says that no creditor for a "debt proveable in bankruptcy shall have any remedy against the property or person of the debtor in respect of such debt, *except in manner directed by this Act.*" And section 13 enables the Court to restrain all suits, &c.,

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against the bankrupt or arranging debtor in its discretion, and section 126 declares that agreements for composition shall be binding on all creditors.

The debtor in this case appears to have waited until after judgment before obtaining the interim injunction, but the decision appears against any injunction at all, and would equally apply to liquidation under trustees.

This ruling in the present state of the London Bankruptcy Court, being technically the Chief Judge's order, can only be appealed to the Lords Justices. Should the same case arise in a county court the suitor will have the advantage of an appeal hearing before Vice-Chancellor Bacon.

Debtors Summons:—The costs of this process has been much canvassed lately by several correspondents in the *Times* and also noticed by yourself. Inasmuch as this summons is practically a substitute for the writ, with the very material advantage to the debtor that it can only be served after a formal written demand and at least one other previous application for payment, there is surely no hardship in the debtor having to pay his creditor's costs rendered necessary by his neglect of such demand. I differ from the registrar's ruling against costs, on the ground that the present summons is similar to the old trader debtor summons, and although section 85 of the Bankruptcy Consolidation Act, 1849, which awarded costs, is not re-enacted in terms, still the powers of the present Act permit of costs being given to the creditor paid before the hearing, and costs are in fact set out in the schedule to the rules. If this is not so, most creditors will commence with a writ, and although payment before petition may stay bankruptcy it has been long decided not to affect the costs at law; and the Bankruptcy Court would not, I think, be disposed to exercise its power of injunction (if practicable) in such a case.

G. MANLEY WETHERFIELD.

1, Gresham-buildings, Oct. 1.

OBITUARY.

MR. T. RUST.

Mr. Thomas Rust, barrister-at-law, died at Great Dunmow, Essex, on the 21st of October, in the 53rd year of his age. Mr. Rust was called to the bar at the Middle Temple in June, 1849, and practised at the bar in Ceylon. He was formerly for some years an unofficial member of the Legislative Council of that colony.

MR. H. KING.

Mr. Henry King, barrister-at-law, of Haslingden, Lancashire, died very suddenly at his residence at Oakley, near that place, on the 21st of October. Mr. King was formerly a solicitor and conveyancer at Haslingden, and for some years was clerk to the guardians and superintendent registrar of the Haslingden Union. He afterwards entered at the Inner Temple, and was called to the bar in 1849. The correspondent of the *Bury Guardian*, in reporting his death, says:—"Though he had not for a long time, on account of ill-health, followed his profession as a conveyancer, his name will not be lost in the memories of those members of the legal profession who practise in the Forest of Rosendale. His knowledge of the law of real property was profound, and as a conveyancer he was, when practising in the district, admitted to be unequalled." Mr. King expired in his arm-chair, while engaged in reading.

MR. A. V. KIRWAN.

Mr. Andrew Valentine Kirwan, barrister-at-law, died on the 22nd of October, at Claverton street, Pimlico, in the sixty-seventh year of his age. He was called to the bar in Ireland in 1825, and afterwards studied at Gray's inn, by which society he was called to the bar in 1828. He practised for many years on the Oxford Circuit and sessions, but retired a few years ago from professional duties.

MR. W. BRIDGER.

Mr. William Bridger, solicitor, of Guildford, Surrey, died at Stoke, near that town, on the 15th of October, at the age of thirty-eight years. Mr. Bridger was admitted in 1854, and had for some years been Registrar of the Godalming County Court, and Deputy Coroner for the county of Surrey. In early life Mr. Bridger travelled much, visiting Australia and other countries. During his travels he formed a very large collection of birds' eggs, which ranks among the best known collections of this kind. He was a fellow of the Royal Zoological Society, and had an extensive knowledge of natural history.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday last, Mr. Austin in the chair, the question for discussion was No. 453 Legal:—

C. drew and endorsed a bill of exchange for B.'s accommodation. The bill was discounted by A., with whom B. deposited certain securities, it having been verbally agreed between all parties that, in case B. should not pay the bill at maturity, A. should first realise the securities, and apply the proceeds in payment of the bill before suing C. The bill was dishonoured by B.; whereupon A. commenced an action against C., without realising the securities in the first instance. Is the verbal agreemennt a good defence to the action?

Abrey v. *Crux*, L. R. 5 C. P. 37, 18 W. R. 63; *Young* v. *Austen*, L. R. 4 C. P. 553, 17 W. R. 706; *Pike* v. *Street*, 1 M. & M. 226.

Mr. Warmington opened the debate in the affirmative, and Mr. J. J. Amos in the negative, and the society ultimately decided the question in the negative.

The secretary being about to leave London, tendered his resignation.

Candidates for the vacant office must send in their names to the late secretary on or before the 1st of November next.

The election will take place on the 8th of November.

[See 13 S. J. 1002; and see *ante* p. 277.—Ed. S. J.]

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held on the 21st at the Law Library, Liverpool. The chair was occupied by Mr. John H. Kenion. The subject for discussion was, "Is the change in the Bankruptcy Act beneficial, and is the present law capable of amendment?" After a lengthened discussion the affirmative was unanimously carried.

THE CORONERSHIP OF SALISBURY.—Dr. Young, a surgeon of Salisbury, has been elected coroner for that city, in the room of Mr. R. M. Wilson, solicitor, resigned. A son of Mr. Wilson was proposed, but Dr. Young was eventually elected by the casting vote of the mayor in his favour.

EASTHAMPSTEAD UNION.—Mr. Charles James Cave, son of the late Mr. Charles Cave, solicitor, of Bracknell, Berkshire, has been appointed clerk to the Board of Guardians of the Easthampstead Union, which office was held by his father for a period of forty years. Mr. C. J. Cave has also been appointed clerk to the Assessment Committee of the Board, and superintendent Registrar of the district.

THE LATE LORD AVONMORE.—The third Viscount Avonmore, who died on the 24th of October, at the age of eighty-one years, was grandson of the celebrated Barry Yelverton, the lawyer, orator, and statesman, who, after attaining the highest eminence at the Irish bar, was appointed in 1782 Attorney-General of Ireland, and was constituted Lord Chief Baron of the Exchequer in 1784, being created an Irish peer in 1795. The nobleman just deceased was formerly principal registrar of the Court of Chancery in Ireland, and had for many years enjoyed a pension of £4,200 owing to the abolition of that office. His lordship's second wife and widow (whom he married in 1822) was his cousin Cecilia, eldest daughter of Charles O'Keefe, Esq. (formerly one of the registrars of the Court of Chancery in Ireland); and the eldest son by this marriage, who succeeds to the title as fourth Viscount, was the Hon. Major W. C. Yelverton, who will be remembered in legal circles for his long continued litigation with Miss Longworth, who was declared not to be his wife by the final decision of the House of Lords in 1864.

MAURITIUS.—Mr. John Gorrie, of the Scotch Bar, who was a member of the editorial staff of the *Morning Star* (London) up to the time of the decease of that journal, and who since then has held the office of Substitute to the Procureur and Advocate-General for the island of Mauritius, has just been raised to the Mauritius Bench. The appointment is stated to have been made by the Colonial Secretary, on the recommendation of the local authorities. Mr. Gorrie, who was educated at the University of Edinburgh, was admitted a member of the Scotch Faculty of Advocates in 1856. His salary as Substitute to the Procureur-General of the Mauritius was £720, while a puisne judgeship of the Supreme Court is worth £1,200 per annum.

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COURT PAPERS.

COURT OF CHANCERY.

SITTINGS IN MICHAELMAS TERM, 1870.

LORD CHANCELLOR.

Wedns., Nov. 2..App. mtns. & app s
Thursday .. 3..Petitions & apps.
Friday 4
Saturday .. 5
Monday 7
Tuesday .... 8 } Appeals.
Wednesday 9
Thursday ..10
Friday .....11..App. mtns. & apps.
Saturday ..12
Monday 14
Tuesday....15 } Appeals.
Wednesday .16
Thursday ..17
Friday ....18..App. mtns. & apps.
Saturday ..19
Monday 21
Tuesday ....22 } Appeals.
Wednesday .23
Thursday ..24..Petitions & apps.
Friday.....25..App. mtns. & apps.

LORDS JUSTICES.

Wedns., Nov. 2..Appeal motions.
Thursday .. 3..Appeals
Friday..... 4 { Petns. in lunacy, app. ptns., bk. apps., & appeals.
Saturday .. 5
Monday .... 7 } Appeals.
Tuesday.... 8 { Apps. from the County Palatine of Lancaster & apps.
Wednesday . 9
Thursday ..10 } Appeals.
Friday ....11 { Petns. in lunacy, app. petitions, bk. apps., app. mtns., and appeals.
Saturday ..12
Monday 14
Tuesday....15 } Appeals.
Wednesday .16
Thursday ..17
Friday.....18 { Petns. in lunacy, app. petitions, bk. apps., app. mtns., and appeals.
Saturday ..19
Monday 21
Tuesday ....22 } Appeals.
Wednesday .23
Thursday ..24
Friday.....25..App mtns. & apps.

MASTER OF THE ROLLS.

Wedns.,Nov. 2..Motions.
Thursday .. 3
Friday .... 4 } General paper.
Saturday .. 5 { Petns., sht. causes, adj. sums., and general paper.
Monday 7
Tuesday .... 8 } General paper.
Wednesday . 9
Thursday ..10..Mtns. & gen. pa.
Friday ....11..General paper.
Saturday ..12 { Ptns., sht. caus., adj. sums., and general paper
Monday 14
Tuesday....15 } General paper.
Wednesday..16
Thursday ..17..Mtns. & gen. pa.
Friday ....18..General paper.
Saturday ..19 { Petns., sht. caus., adj. sums., and general paper.
Monday 21
Tuesday 22
Wednesday..23 } General paper.
Thursday ..24
Friday .....25..Mtns. & gen. pa.

V. C. SIR JOHN STUART.

Wedns.,Nov. 2..Motions.
Thursday .. 3..Causes.
Friday..... 4..Petns. and causes
Saturday .. 5..Sht. causes & caus.
Monday 7
Tuesday.... 8 } Causes.
Wednesday . 9
Thursday ..10..Mtns. & causes.
Friday ....11..Petitions & causes.
Saturday ..12..Sht. causes & caus.
Monday 14
Tuesday....15 } Causes.
Wednesday .16
Thursday ..17..Mtns. & causes.
Friday.....18..Ptns. and causes.
Saturday ..19..Sht.causes & caus.
Monday 21
Tuesday 22
Wednesday .23 } Causes.
Thursday ..24
Friday .... 25..Motions.

V. C. SIR RICHARD MALINS.

Wedns.,Nov. 2..Motions.
Thursday .. 3..General paper.
Friday..... 4..Ptns. & gen. pa.
Saturday .. 5 { Sht. causes, adj. sums. & gen. pa.
Monday 7
Tuesday.... 8 } General paper.
Wednesday . 9
Thursday ..10..Mtns. & gen. pa.
Friday.....11..Petns. & gen. pa.
Saturday ..12 { Sht. causes, adj. sums., & gen. pa.
Monday 14
Tuesday....15 } General paper.
Wednesday..16
Thursday ..17..Mtns. & gen. pa.
Friday ....18..Petns. & gen. pa.
Saturday ..19 { Sht. causes, adj sums., & gen. pa..
Monday....21
Tuesday....22
Wednesday .23 } General paper.
Thursday ..24
Friday.....25..Mtns. & gen.papr.

V. C. JAMES BACON.

Wedn.,Nov.2..Motions.
Thursday .. 3
Friday..... 4 } General paper.
Saturday .. 5 { Petns., sht. caus., adj. sums., and general paper.
Monday 7
Tuesday.... 8 } General paper.
Wednesday.. 9
Thursday ..10..Mtns. & gen. pa.
Friday.....11..General paper.
Saturday ..12 { Ptns., sht. caus., adj. sums., and general paper.
Monday 14
Tuesday....15 } General paper.
Wednesday..16
Thursday ..17..Mtns & gen. pa.
Friday ....18..General paper.
Saturday ..19 { Ptns., sht. caus., adj. sums., and general paper.
Monday 21
Tuesday 22
Wednesday .23 } General paper.
Thursday ..24
Friday.....25..Mtns. & gen. pa.

The Courts will sit at Westminster on the first day, and at Lincoln's-inn and Chancery-lane on each of the remaining days of Term.

Such days as the Lords Justices shall be engaged in the Full Court or at the Judicial Committee of the Privy Council, are excepted

At the Rolls, unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

N.B.—In Vice-Chancellor Stuart's Court no cause, motion for decree, or further consideration can, except by order of the Court, be marked to stand over if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes before either of the Vice Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Michaelmas Term, 1870.

IN TERM.

Middlesex.

1st Sitting, Thurs., Nov. 3 | 2nd Sitting, Thurs, Nov. 10
3rd Sitting, Thurs., Nov. 17.

There will not be any sittings during term in London.

AFTER TERM.

Middlesex.	London.
Saturday .....Nov. 26	Saturday .....Dec. 10

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

The causes in the list for each of the above sitting days in term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM BOVILL, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Michaelmas Term, 1870.

IN TERM.

Middlesex.

1st Sitting, Thurs., Nov. 3 | 2nd Sitting, Thurs., Nov. 10
3rd Sitting, Thurs., Nov. 17

The Court will not sit in London during term.

AFTER TERM.

Middlesex.	London.
Saturday .....Nov. 26	Saturday .....Dec 10

The Court will sit at Nisi Prius on Mondays at half-past 10 o'clock, and on all other days at 10 o'clock.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZ-ROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Michaelmas Term, 1870.

IN TERM.

Middlesex.

1st Sitting, Thurs., Nov. 3 | 2nd Sitting, Thurs., Nov. 10
3rd Sitting, Thurs., Nov. 17

The Court will not sit in London during term.

AFTER TERM.

Middlesex.	London.
Saturday.....Nov. 26	Saturday ....Dec. 10

The Court will sit at Nisi Prius on Mondays at half-past ten o'clock, and on all other days at ten o'clock.

The Court will sit in Middlesex, in term, by adjournment from day to day, until the causes entered for the respective Middlesex Sittings are disposed of.

The Lord Chancellor will receive the judges, Queen's Counsel, &c. at his residence 31, Great George-street, Westminster, on Wednesday next, the first day of term.

The recordership of Reading, on the resignation of Mr. Macnamara, was offered, in the first instance, to Mr. Henry James, Q.C., M.P. for Taunton, and declined by that gentleman.

Mr. W. H. Robinson, solicitor, of Charterhouse-square, is a candidate for the vestry clerkship of the parish of St. Botolph Without, Aldersgate. The vestry, however, have decided that the clerk shall not be a professional man.

The Lord Mayor of London has fixed the 17th of November as the day for filling up the appointment of Registrar to the City of London Court. The new registrar will be paid at the rate of £800 for the first year, and the salary is to be increased by £100 per annum until it reaches £1,000.

The *North Devon Herald* reports that considerable progress has been made in the construction of the Devon and Somerset Railway, which is now almost completed between Wivelscombe and Taunton, and that portion will be opened for traffic in a few weeks. The promoters also announce their intention of proceeding vigorously with the remainder of the line, the second section of which, from Barnstaple to Southmolton, must be ready, according to the contractors' agreement, by February, 1871, and the third and last division by the following June.

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PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 28, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Nov. 2, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91¾	Ex Bills, £1000, — per Ct. 9 p m
New 3 per Cent., 91¼	Ditto, £500, Do — 9 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 9 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent., July, '80 111¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	88
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	39½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	132½
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	42½
Stock	London, Chatham, and Dover	100	13½
Stock	London and North-Western	100	129
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	64
Stock	Midland	100	127
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34
Stock	North London	100	116
Stock	North Staffordshire	100	58½
Stock	South Devon	100	48
Stock	South-Eastern	100	75½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The feature of the week has been the new French loan, which was well taken up; it is understood that the allotments are, if possible, to be sent out this evening. The violent fluctuations of this in the market seem to indicate considerable speculative dealings. So far it leaves off at a small premium. During the week the railway market remained tolerably firm, and the foreign market, upon the whole, improved. The funds remained stationary as regards price, but were growing dull in tone, when, the news arriving of the capture of Metz, all the markets were quickened at once, the influx of business being accompanied by an advance in prices.

The Devon and Somerset Railway Company, a line intended to open up the north and north-east Devon and east Somerset country, in communication with the Midland, Great Western, and Bristol and Exeter lines, is now in the market, with £145,000 Perpetual £5 per Cent. B Debenture Stock, to be issued at 75, which would yield investors 6⅔ per cent. The instalments extend to April 15, 1871, and three years' interest is to be guaranteed by an investment in Government securities in the names of trustees (Messrs. J. A. Locke and E. H. Burke, M.P.). Subscriptions are received by the National Provincial Bank and branches, or by Messrs. Field, Wood & Haynes.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.—The first sitting of the Judicial Committee of the Privy Council will be held on Thursday, Nov. 10. The appeal of the Rev. Mr. Voysey will then be proceeded with.

The registrarship of the Godalming County Court has become vacant by the death of Mr. William Bridger, solicitor, of Guildford. The appointment is in the gift of Mr. H. J. Stonor, Judge of the Surrey County Courts (Circuit No. 45).

THE AMERICAN LEGAL TENDER ACTS.—We observe it stated in the New York papers that the constitutionality of the Legal Tender Acts, on the very point decided by Chief Justice Chase in the negative, is likely after all to come before the United States Supreme Court. When two new judges were appointed some time ago, the object it was thought was to have the tribunal so constituted as to reverse the Chief Justice's decision, and a great feeling of relief was experienced when the new cases in which the point was to be raised went off, leaving the Chief Justice's opinion to stand. Since then, however, other cases have been going on before the Inferior Courts involving the same point, and are now likely to come before the Supreme Court on appeal. In one case, Judge Dwight, of the Supreme Court of New York State, has quite disregarded Chief Justice Chase's judgment—holding that in a contract entered into before the war the term dollars meant the ordinary legal currency, and not merely gold and silver, so that the contract may be fulfilled by payment in the present paper money. In another case mentioned, Judge Masten, of Buffalo, has held the very opposite, agreeing with Chief Justice Chase's view, that the term dollars in a contract before the war meant United States coin, and that the contract could not be satisfied by payment in any other medium. It will probably be some time before the United States Supreme Court can hear the appeals, but the cases and decisions are certainly enough to show that the point is not esteemed to be settled. We may still hope, however, that the Appellate Court of the United States will shun the odium it would incur by reversing its own decisions.—*Economist.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Oct. 25.—By Messrs. NORTON, TRIST, WATNEY & Co.

The freehold and part leasehold estate known as Denne-hill, situate between Canterbury and Dover, Kent, with mansion, stabling, and offices, gardens, park, farm-house, homestead, and 625a. Sold £22,000.

The freehold alluvial farm, comprising farm-house, buildings, and 127a. 1r. 7p. of arable and rich grazing marsh land, situate at Wennington, Essex. Sold £11,000.

The freehold pleasure farm of 55a., known as Mount Pleasant, situate at Holney, Sussex, with farm-house, out-buildings, and cottages. Sold £3,120.

A copyhold property, known as Eastcott Lodge, in the parish of Ruislip, near Pinner, comprising residence, stabling, coach-house, farm buildings, and 16a. Sold £3,080.

An enclosure of meadow land near the above, containing 1a. 2r. 20p. (copyhold), and let at £5 per annum. Sold £200.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BIRLEY—On Oct. 22, at 4, Wells-road, Regent's-park, the wife of Wm. Hornby Birley, barrister-at-law, of a son.

GULLY—On Oct. 21, at 98, Bedford-street, Liverpool, the wife of William Court Gully, Esq., barrister-at-law, of a son.

MARSHALL—On Oct. 25, at 4, St. Martin's-road, Stockwell, the wife of A. E. Marshall, Esq., solicitor, of a son.

MARRIAGES.

GALLWEY—SCULLY—On Oct. 20, at Donnybrook, Dublin, Augustus William Lionel Gallwey, of the Middle Temple, barrister-at-law, to Maria Virginia Clotilde, widow of Francis Scully, Esq., formerly M.P. of the county of Tipperary.

ROBERTS—WILLIAMS—On Tuesday, Oct. 25, at Edgbaston Parish Church, Richd. Roberts, of Birmingham, solicitor, to Anne T. Williams, widow of the late Willm. Williams, Esq., of Ox-hill, Handsworth, Staffordshire.

DEATHS.

RUST—On Oct. 21, at Great Dunmow, Essex, Thomas Rust, Esq., barrister-at-law, late of Ceylon, M.L.C., in his 53rd year.

TILSLEY—On Oct. 25, at Chipping Norton, George Fawler Tilsley, Esq., solicitor, aged 77.

TOURNAY—On Oct. 23, at Ticehurst, Robert Tournay, Esq. solicitor, aged 71.

TREMELLEN—On Oct. 23, at Ventnor, Marie, the beloved wife of John Tremellen, Esq., of Hemingford-road, Barnsbury-park, and Gray's-inn, London.

LONDON GAZETTES.

Winding up of Joint-Stock Companies

TUESDAY, Oct. 25, 1870.

LIMITED IN CHANCERY.

Salkeld & Company (Limited).—Vice-Chancellor Bacon has, by an order dated Oct. 13, ordered that the above company be wound up. Hill & Hoyle, Cannon-street, solicitors for the petitioners.

King's Cross Industrial Dwellings Company (Limited).—Petition for winding up, presented Oct. 25, directed to be heard before Vice-Chancellor Malins, on the next petition day of Michaelmas Term. Bellamy & Strong, Bishopsgate-street Within, solicitors for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 21, 1870.

Ashton, Caroline Law, Shaw, Lancaster, Widow. Dec 1. Buckley Oldham.

Baker, Jane, Bath, Widow. Dec 5. Kemp, Bath.

Bates, Richard, Waltham Holy Cross, Essex, Gent. Nov 22. Richards, Warwick-st, Regent-st.

Bayliffe, John, Queen's-rd, Dalston, Customs Ganger. Nov 30. Watson, Coleman-st.

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Benson, John, Bootle, Liverpool, Stationer. Nov 26. ateson & Co, Liverpool.
Bird, Thos O'Moore, Westburton, Sussex, Esq. Dec 31. Crowdy, Serjeants'-inn, Fleet-st.
Carruthers, Chas Bladen, Norwood, Insurance Broker. Nov 15. Waltons & Co. Great Winchester-street.
Cole, Eliz, Torquay, Devon, Widow. Dec 20. Smith, Dartmouth.
Collingwood, Fras Carnaby, Coldstream, N. B., Widow. Nov 23. Fenwick & Phillips, Newcastle-upon-Tyne.
Cranage, Eliza, West Bromwich, Stafford, Widow. Nov 19. Bache, West Bromwich.
Dawson, Thos, Tynemouth, Northumberland, Gent. Nov 14. Legge. Newcastle-upon-Tyne.
Dickinson, Fras Roosilia, Bournemouth, Southampton, Widow. Dec 1. Dowse & Darville, Lime-st.
Draper, Thos, Banbury, Oxford, Gent. Nov 17. Munton & Stockton, Banbury.
Field, Alex, Homerton House, Hackney, Gent. Dec 1. Cripps, Tunbridge Wells.
Fisher, Paul England, Sheffield, Ivory Merchant. Nov 26. Bramley, Sheffield.
Flesher, Wm, Abbots Bromley, Stafford, Gent. Dec 1. Richardson & Small, Burton-on-Trent.
Guy, John, Chiddingly, Sussex, Farmer. Dec 1. Holman, Lewes.
Hesp, Edward Lake, Huddersfield, York, Solicitor. Dec 31. Hesp & Co, Huddersfield.
Jerard, John, Bardney, Lincoln, Surgeon. Nov 21. Burnard & Co, Lombard-st.
McGregor, John, Bury St Edmunds, Suffolk, Major. Nov 26. Leech. Bury St Edmunds.
Smith, Fredk, Cannon-st, Plumber. Dec 14. Cree & Last, Gray's-inn-sq.
Sterling, Samuel, Newcastle-upon-Tyne, Gent. Nov 14. Legge, Newcastle-upon-Tyne.
Swain, Geo, Marple, Chester, Innkeeper. Nov 24. Johnson, Stockport.
Thompson, Geo Edward, Alexander-sq, Brompton, Gent. Dec 1. Mustard, Furnival's-inn.
Thomson, Jas, Norfolk-sq, Hyde-park, Esq. Dec 31. Bircham & Co, Parliament st.
West, Wm Thornton, Clapham-park, Esq. Dec 1. Jones & Co. Tooley-st, Southwark.
White, Jane, Stokenchurch, Oxford, Widow. Dec 1. Parker & Son, High Wycombe.
Willmot, Philip, Epsom, Surrey, Cordwainer. Dec 15. Dale, Epsom.
Whitfield, Ellen, Abbot's Bromley, Stafford, Spinster. Dec 1. Richardson & Small, Burton-on-Trent.
Wright, John, Aberford, York, Schoolmaster. Nov 15. Tagart, Leeds.

TUESDAY, Oct. 25, 1870.

Ayres, Jane, Everdon, Northampton, Spinster. Nov 16. Burton & Willoughby, Daventry.
Barton, Benj, Coventry, Brazier. Nov 1. Minster & Son, Coventry.
Bell, John, Itchen Ferry, Southampton, Common Brewer. Nov 26. Hickman, Southampton.
Bluett, Emily, Brighton, Sussex, Widow. Dec 20. Black & Co, Brighton.
Booker, Harriett, Guildford, Surrey, Widow. Dec 10. Blackmore & Son, Alresford.
Coles, Cowper Phipps, Ventnor, Isle of Wight, Captain, R.N. Dec 31. Davidson, Spring-gardens.
Cooksey, Geo Napoleon, Southampton, Wine Merchant. Nov 26. Hickman, Southampton.
Cresswell, Adelaide Eliza Baker, Kensington-sq, Kensington. Dec 31. Davidson, Spring-gardens.
Cullen, Jane, Rolvenden, Kent, Widow. Nov 30. Munn & Mace, Tenterden.
Davies, Wm Rees, Radford Semele, Warwick, Clerk. Nov 24. Pardoe, Bewdley.
Halfhide, Geo, Coventry-st, Haymarket, Steel Engraver. Dec 6. Wilson, Gt James-st, Bedford-row.
Hilton, Jas, West Gorton, nr Manch, Gent. Dec 4. Needham, Manch.
Ladyman, Thos, Preston, Lancaster, Joiner. Nov 30. Pilkington & Walker, Preston.
Livermore, Isaac, Barnston, Essex, Farmer. Dec 20. Johnson, Great Dunmow.
Mason, Stephen, Nottingham, Hay Dealer. Dec 6. Hogg, Nottingham.
Matthew, John, Park-st, Grosvenor-sq, Esq. Jan 1. Cattarns & Co, Mark-lane.
Rose, Ann, Stratford-upon-Avon, Widow. Dec 16. Hobbes & Co, Stratford-upon-Avon.
Stevens, Robert White, Plymouth, Devon, Printer, Dec 24. Wedlake & Letts, Mitre-ct, Temple, for Edmonds & Son, Plymouth.
Stevens, Wm, Medstead, Southampton, Yeoman. Dec 10. Blackmore & Son, Alresford.
Steward, Phœbe, Burwood-pl, Edgware-rd, Widow. Nov 30. Fladgate & Co, Craven-st, Strand.
Taverner, Edmund, Middle Deal, Kent, Esq. Dec 21. Adams, Old Jewry-chambers.
White, Eliz Mary, Torquay, Devon, Widow. Dec 10. Blackmore & Son, Alresford.
Woolsey, Eliz, Rochester, Kent, Spinster. Nov 26. Prall & Son, Rochester.
Young, Thos, Louth, Lincoln, Merchant. Dec 15. Bell, Leath.

Bankrupts.

FRIDAY, Oct. 21, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Madder, Chas, Walworth-rd, Victualler. Pet Oct 18. Brougham. Nov 2 at 11.
Nokes, Walter Federau, & Geo Carlisle, Finch-lane, Solicitors. Pet Oct 19. Roche. Nov 3 at 12.
Taylor, Henry, Westbury-rd, Harrow-rd, no occupation. Pet Oct 19. Brougham. Nov 1 at 12.

To Surrender in the Country.

Aylett, Hy, Havering-atte-Bower, Essex, Boot Maker. Pet Oct 19. Gepp. Chelmsford, Nov 4 at 1.
Bannatyne, John, Leeds, Draper. Pet Oct 15. Marshall. Leeds, Nov 2 at 11.
Bellamy, Geo, St Leonard's-on-Sea, Sussex, Builder. Pet Oct 17. Young. Hastings, Nov 5 at 11.30.
Chapman, Richd John, Brighton, Sussex, Stone Mason. Pet Oct 18. Evershed. Brighton, Nov 1 at 11.
Elliott, Geo, Kinson, Dorset, Yeoman. Pet Oct 17. Dickinson. Poole, Nov 2 at 11.
Fuller, Saml, Peterborough, Northampton, Innkeeper. Pet Oct 12. Gaches. Peterborough, Nov 2 at 4.
Groves, Thos, Bishopwearmouth, Durham, Tailor. Pet Oct 18. Ellis. Sunderland, Nov 2 at 11.
Jacob, Wm, Gorleston, Suffolk, Builder. Pet Oct 17. Chamberlin. Gt Yarmouth, Nov 7 at 12.
Moore, Saml, Clifton, Bristol, Ironmonger. Pet Oct 18. Harley. Bristol, Nov 1 at 12.
Richardson, Noble Carr, Jersey, Shipowner. Pet Oct 17. Mortimer. Newcastle, Nov 8 at 2.
Thomas, Geo, Littlehampton, Sussex, Ironfounder. Pet Oct 18. Evershed. Brighton, Nov 1 at 11.30.
Tomkins, Wm, Plumstead, Kent, General Dealer. Pet Oct 12. Bishop. Greenwich, Oct 31 at 1.

TUESDAY, Oct. 25, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bodger, Wm, High Holborn, Draper. Pet Oct 21. Roche. Nov 8 at 1.
Roberts, Thos, New Bond-st, Dentist. Pet Oct 21. Brougham. Nov 9 at 1.
Mannion, Edwd, Castle-st, Falcon-sq, Agent. Pet Oct 21. Roche. Nov 9 at 2.
Revill, Hy, Church-st, Edgware-rd, Upholsterer. Pet Oct 21. Roche. Nov 15 at 11.

To Surrender in the Country.

Abbotson, Robt, Burton-in-Kendal, Westmoreland, Gardener. Pet Oct 21. Thompson. Kendal, Nov 8 at 11.
Bartle, John, Shipley, York, Plasterer. Pet Oct 18. Robinson. Bradford, Nov 8 at 9
Bullock, Thos Death, Balderton, Notts, Farmer. Pet Oct 20. Patchitt. Nottingham, Nov 10 at 12.
Goldsmith, Jas, Rochester-ter, Colney Hatch, Draper. Pet Oct 20. Pulley. Edmonton, Nov 8 at 12.
Shann, John, Leeds, General Merchant. Pet Oct 21. Marshall. Leeds, Nov 11 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 21, 1870.

Macdonald, John, Fenchurch-st, Licensed Victualler. Oct 3.
Oswin, Fredk, Upper Berkeley-st, Portman-sq, Dentist. Oct 6.
Wild, Jas, & John Cocker Wild, Oldham, Lancashire, Cotton Waste Dealers. Oct 17.

TUESDAY, Oct. 25, 1870.

Todd, John, Howard-rd, South Hornsey, Licensed Victualler. Oct 22.

GRESHAM LIFE ASSURANCE SOCIETY
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (*state name and address of solicitor*)
Amount required £
Time and mode of repayment (i.e., *whether for a term certain, or by annual or other payments*)
Security (*state shortly the particulars of security, and, if land or buildings, state the net annual income*).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

ESTABLISHED A.D. 1700.

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ILLUSTRATED CATALOGUE,
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A discount of five per cent. for cash payments of £3 and upwards.
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GENERAL INDEX.

FOR CLASSIFIED ARTICLES, SEE APPOINTMENTS; CORRESPONDENCE; COURT PAPERS; CURRENT TOPICS; IRELAND; LEADING ARTICLES; OBITUARY; PARLIAMENT; REVIEWS.

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THE

PUBLIC GENERAL STATUTES,

33 & 34 VICTORIÆ, 1870.

THE IMPORTANT STATUTES ONLY ARE SET OUT AT LENGTH.

LONDON:
12, COOK'S-COURT, CAREY-STREET, W.C.

1870.

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PUBLIC GENERAL STATUTES, 1870.

33 & 34 VICTORIÆ.

[THE IMPORTANT STATUTES ONLY ARE SET OUT AT LENGTH.]

CAP. I.

An Act to empower committees on bills confirming provisional orders to award costs and examine witnesses on oath. [25th March, 1870.

Whereas it is expedient to empower committees of both Houses of Parliament to award costs in certain cases, and also to empower committees of the House of Commons to administer oaths to witnesses in certain cases not already provided for:

Be it enacted, &c.

1. *Power to committees of either House of Parliament on bills confirming provisional orders to award costs.*] Any select committee of either House of Parliament to which any bill for confirming provisional orders has been referred in relation to any provisional order therein contained may award costs in like manner and subject to the same conditions as costs may be awarded by any select committee empowered to award costs by the Act of the 28th Vict. c. 28, and the provisions of the said Act so far as they are applicable shall apply to such select committees, and to the matters so referred to them.

2. *Power to such committees of House of Commons to examine witnesses upon oath.*] Any select committee of the House of Commons to which any bill for confirming provisional orders has been referred in relation to any provisional order therein contained may examine witnesses upon oath in like manner as any select committee to which any private bill has been referred may administer oaths under the Act of the 22nd Vict. c. 78, and the provisions of the said Act so far as they are applicable shall apply to any select committee to which any such bill has been referred as aforesaid and to the oaths administered by such committee.

CAP. II.

An Act to make provision for the proceedings of boards of management and boards of guardians upon the dissolution of districts and unions or the annexation of parishes to unions. [25th March, 1870.

1. *Persons acting as guardians or managers at time of dissolution, &c., to continue in office to wind up accounts; and empowered to make orders upon parishes or unions for contributions, and to enforce the same;*

2. *And also may retain services of officers with salaries and for periods to be approved of by Poor Law Board.*

3. *Provision for the continuance of actions, suits, or other proceedings.*

4. *Poor Law Board upon notice from managers, &c. to make adjustment.*

5. *When union is formed out of parishes, acting guardians, &c. to continue till guardians are elected.*

6. *Accounts of last acting guardians, &c. to be audited.*

7. *As to payment of loans contracted and still due.*

8. *Deeds and other matters relating to the relief of the poor transferred to new board of guardians.*

9. *Superannuation allowances and compensations to be paid by guardians of unions.*

10. *Sect. 20 of 30 & 31 Vict. c. 106, extended to a parish added to another parish to form a union.*

11. *Provision for the valuations of property on dissolution, separation, or amalgamation of unions and districts.*

12. *Vesting of property of dissolved unions, &c. in last acting managers or guardians until sold, &c. under sect. 3 of 5 & 6 Will. 4, c. 69.*

13. *Construction of Act.*

14. *Short title.*

CAP. III.

An Act to make better provision for making laws and regulations for certain parts of India, and for certain other purposes relating thereto. [25th March, 1870.

CAP. IV.

An Act to make provision for the assessment of income tax, and to amend the law relating to inland revenue. [25th March, 1870.

Whereas in order to ensure the collection in due time of any duties of income tax which may be granted for the year commencing the 6th day of April, 1870, it is expedient that the provisions of the Income Tax Acts relating to assessment should be applied to such duties before the same are granted:

Be it enacted, &c.

1. *Application of existing Income Tax Acts to duties to be granted.*] All such provisions contained in any Act of Parliament relating to the duties of income tax as are in force at the date of the passing of this Act shall have full force and effect with respect to any duties of income tax which may be granted for the year commencing the 6th day of April, 1870, in the same manner as if such duties had been actually granted, and the said provisions had been applied thereto; provided that nothing in this Act shall be deemed to continue or put in force sections 6 and 7 of the Act of the session of the 32nd and 33rd years of the reign of her present Majesty, chapter 14, or to continue the rates of income tax granted by that Act.

2. *As to returns, &c. under 32 & 33 Vict. c. 67.*] The returns and statements made under the Valuation (Metropolis) Act, 1869, shall be deemed to be, and shall be taken as returns and statements for the assessment of the duties under schedules A. and B. of the Income Tax Act.

3. *Commissioners for general purposes to execute Acts relating to house duties.*] The commissioners for the general purposes of the Income Tax Acts shall be commissioners for executing the Acts relating to the inhabited house duties, and all appeals against the said duties shall be determined in like manner as appeals under schedule A. of the Income Tax Acts.

4. *Short title.*] This Act may be cited as "The Income Tax Assessment Act, 1870."

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CAP. V.

An Act to apply certain sums out of the Consolidated Fund to the service of the years ending on the thirty-first day of March, one thousand eight hundred and sixty-nine, one thousand eight hundred and seventy, and one thousand eight hundred and seventy-one, and preceding years.

[25th March, 1870.

CAP. VI.

An Act to extend the jurisdiction of the judges of the superior courts of common law at Westminster.

[25th March, 1870.

Whereas it is expedient to amend the law relating to the jurisdiction of the judges of the superior courts of common law at Westminster:

Be it therefore enacted, &c.

1. *Short title of act.*] This Act may be cited for all purposes as "The Judges Jurisdiction Act, 1870."

2. *Chief judge, &c. may request assistance.*] In case any one of her Majesty's superior courts of common law at Westminster shall require assistance in the despatch of business pending in such court, and shall by the chief judge of such court make request in writing to the chief judge of any other of the said courts for the assistance of a puisne judge of such last-mentioned court in the execution of the duties of the first-mentioned court, either by sitting in court or in any manner and for any purpose whatsoever, and such request may be either general or special, and for such time as may be therein specified; and the chief judge to whom such request is made shall thereupon refer such request to the judges of the court of which he is the chief judge, and the judges of such court may (if the business pending in his court do not peremptorily require the attendance of all the puisne judges) appoint one of such puisne judges to assist the first-mentioned court, and the puisne judge so appointed shall in all matters of which he may take cognisance have the same jurisdiction in all respects as if he were a puisne judge of the court to which the chief judge belongs who requests his assistance.

3. *Evidence of request by chief judge not required.*] No evidence shall be required of such request by such chief judge in order to found the jurisdiction of such puisne judge.

4. *Two divisions of any court may be sitting at one time in banc.*] Any of the superior courts of common law at Westminster may sit in two divisions at one time in banc; and each of such divisions shall exercise the same power and authority as might be exercised by the whole court so sitting in banc; and where necessary any puisne judge of either of the other superior courts may, on such request as above mentioned of a chief judge, assist in holding such sitting in the same manner and with the same authority as if he were a judge of the court sitting in banc.

5. *Any number of sittings may be held at nisi prius at one time.*] Any number of judges may at one and the same time hold a sitting or sittings at nisi prius either in London or Westminster, as may be deemed expedient by the court.

6. *Definition of chief judge.*] The expression "chief judge" for the purposes of this Act shall mean the chief justice of the Court of Queen's Bench, the chief justice of the Court of Common Pleas, and the chief baron of the Exchequer, and where the office of any such chief judge is for the time being vacant, the senior puisne judge of the court in which such office may be vacant.

CAP. VII.

An Act for punishing mutiny and desertion, and for the better payment of the army and their quarters.

[4th April, 1870.

CAP. VIII.

An Act for the regulation of her Majesty's Royal Marine Forces while on shore. [4th April, 1870.

CAP. IX.

An Act to amend the Peace Preservation (Ireland) Act, 1856, and for other purposes relating to the preservation of peace in Ireland. [4th April, 1870.

1. *Short title.*

2. *Limitation of act.*

3. *General definitions of terms.*

4. *Special definitions of terms.*

5. *Construction of Act.*

6. *Persons having game licences also to have licences to have and carry arms. Special licence to carry revolvers.*

7. *Punishment for carrying or having arms in proclaimed district.*

8. *15 & 16 Geo. 3, c. 21, and 1 & 2 Will. 4, c. 44, to apply to proclaimed districts.*

9. *Sect. 14 of 11 & 12 Vict. c. 2 repealed.*

10. *Powers of persons acting under search warrants.*

11. *In proclaimed districts no dealer shall sell gunpowder but to a licensed dealer or to a person licensed to keep arms.*

12. *In proclaimed districts arms to be sold, &c. only to persons licensed to have arms.*

13. *In proclaimed districts where felony committed, justices may summon persons suspected of being capable of giving evidence in relation to such offence, and punish persons refusing to give evidence.*

14. *Persons charged with carrying or having arms may in certain cases be admitted to bail.*

15. *Power to issue warrant to search in proclaimed districts for documents in handwriting of persons suspected of writing threatening letters.*

16. *Provisions of Peace Preservation Act as to posting proclamations, &c. repealed.*

17. *Printed copies of every proclamation, &c. issued under Peace Preservation Act to be posted on or near the door of one place of public worship in every parish, &c. in district.*

18. *Provisions of this part of this Act to apply to proclaimed districts when special proclamation issued by Lord Lieutenant.*

19. *Lord Lieutenant may by notice revoke licences to have or carry arms in a specially proclaimed district.*

20. *Printed copies of every special proclamation to be posted, &c.*

21. *Production of Dublin Gazette containing publication of any special proclamation to be conclusive evidence of facts, &c.*

22. *Copies of special proclamations to be laid before Parliament.*

23. *Power to arrest persons in district specially proclaimed found out at night under suspicious circumstances.*

24. *Power to Lord Lieutenant by order to close public-houses in districts specially proclaimed.*

25. *Power to arrest strangers in district specially proclaimed*

26. *Power to justices to punish persons charged with certain offences.*

27. *Persons accused may have assistance of counsel, &c.*

28. *Any metropolitan police magistrate or stipendiary magistrate may act alone.*

29. *Venue may be changed on suggestion of Attorney-General.*

30. *Newspapers containing treasonable or seditious matters, &c. to be forfeited to her Majesty.*

31. *Power to Lord Lieutenant to issue warrant to search for and seize newspapers, printing presses, types, &c.*

32. *Power to enter premises to execute warrant.*

33. *Power to maintain action in case of illegal search or seizure.*

34. *Term "newspaper."*

35. *No person not licensed as a manufacturer shall sell gunpowder without a licence for that purpose.*

36. *Gunpowder makers and dealers, within thirty days after commencement of Act, and afterwards monthly, shall return ac-*

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count of their stock to chief officer of police, and keep books with accounts of sales, &c., to be inspected and stock examined.

37. *Monthly account of arms sold, &c. shall be kept.*

38. *Power of apprehending absconding witnesses.*

39. *Power to grand jury to present compensation to be paid in certain cases of murder or maiming.*

40. *Recovery of penalties.*

41. *Declaration as to applicability of certain enactments.*

CAP. X.

An Act to consolidate and amend the law relating to the coinage and her Majesty's Mint.

[4th April, 1870.

1. *Short title.*

2. *Definitions of terms.*

3. *Standard of coins.*

4. *Legal tender.*

5. *Prohibition of other coins and tokens.*

6. *Contracts, &c. to be made in currency.*

7. *Defacing light gold coin.*

8. *Coining of bullion taken to the mint.*

9. *Purchase of bullion.*

10. *Payment of profits, &c. to Exchequer.*

11. *Regulations by proclamation.*

12. *Trial of the pyx.*

13. *Regulations by Treasury.*

14. *Master of Mint.*

15. *Deputy masters and officers.*

16. *Custody, &c. of standard trial plates.*

17. *Standard weights for coin.*

18. *Summary procedure.*

19. *Extent of Act.*

20. *Repeal of Acts and parts of Acts in second schedule.*

CAP. XI.

An Act to enable the officers employed in the Collector-General of Rates' office in the city of Dublin to vote at parliamentary elections for that city.

[12th May, 1870.

CAP. XII.

An Act to repeal certain duties of customs in the Isle of Man.

[12th May, 1870.

CAP. XIII.

An Act to amend the law relating to the surveys of Great Britain, Ireland, and the Isle of Man.

[12th May, 1870.

CAP. XIV.

An Act to amend the law relating to the legal condition of aliens and British subjects.

[12th May, 1870.

Whereas it is expedient to amend the law relating to the legal condition of aliens and British subjects:

Be it enacted, &c.

1. *Short title.*] This Act may be cited for all purposes as "The Naturalization Act, 1870."

Status of aliens in the United Kingdom.

2. *Capacity of an alien as to property.*] Real and personal property of every description may be taken, acquired, held, and disposed of by an alien in the same manner in all respects as by a natural-born British subject; and a title to real and personal property of every description may be derived through, from, or in succession to an alien, in the same manner in all respects as through, from, or in succession to a natural-born British subject: provided—

(1.) That this section shall not confer any right on an alien to hold real property situate out of the United Kingdom, and shall not qualify an alien for any office or for any municipal, parliamentary, or other franchise:

(2.) That this section shall not entitle an alien to any right or privilege as a British subject, except such rights and privileges in respect of property as are hereby expressly given to him:

(3.) That this section shall not affect any estate or interest in real or personal property to which any person has or may become entitled, either mediately or immediately, in possession or expectancy, in pursuance of any disposition made before the passing of this Act, or in pursuance of any devolution by law on the death of any person dying before the passing of this Act.

3. *Power of naturalized aliens to divest themselves of their status in certain cases.*] Where her Majesty has entered into a convention with any foreign state to the effect that the subjects or citizens of that state who have been naturalized as British subjects may divest themselves of their status as such subjects, it shall be lawful for her Majesty, by order in council, to declare that such convention has been entered into by her Majesty; and from and after the date of such order in council, any person being originally a subject or citizen of the state referred to in such order, who has been naturalized as a British subject, may, within such limit of time as may be provided in the convention, make a declaration of alienage, and from and after the date of his so making such declaration such person shall be regarded as an alien, and as a subject of the state to which he originally belonged as aforesaid.

A declaration of alienage may be made as follows, that is to say:—If the declarant be in the United Kingdom in the presence of any justice of the peace, if elsewhere in her Majesty's dominions in the presence of any judge of any court of civil or criminal jurisdiction, of any justice of the peace, or of any other officer for the time being authorised by law in the place in which the declarant is, to administer an oath for any judicial or other legal purpose. If out of her Majesty's dominions in the presence of any officer in the diplomatic or consular service of her Majesty.

4. *How British born subjects may cease to be such.*] Any person who by reason of his having been born within the dominions of her Majesty is a natural-born subject, but who also at the time of his birth became under the law of any foreign state a subject of such state, and is still such subject, may, if of full age and not under any disability, make a declaration of alienage in manner aforesaid, and from and after the making of such declaration of alienage such person shall cease to be a British subject. Any person who is born out of her Majesty's dominions of a father being a British subject may, if of full age, and not under any disability, make a declaration of alienage in manner aforesaid, and from and after the making of such declaration shall cease to be a British subject.

5. *Alien not entitled to jury* de medietate linguæ.] From and after the passing of this Act, an alien shall not be entitled to be tried by a jury *de medietate linguæ*, but shall be triable in the same manner as if he were a natural-born subject.

Expatriation.

6. *Capacity of British subject to renounce allegiance to her Majesty.*] Any British subject who has at any time before, or may at any time after the passing of this Act, when in any foreign state and not under any disability voluntarily become naturalized in such state, shall from and after the time of his so having become naturalized in such foreign state, be deemed to have ceased to be a British subject and be regarded as an alien: provided—

(1.) That where any British subject has before the passing of this Act voluntarily become naturalized in a foreign state and yet is desirous of remaining a British subject, he may, at any time within two years after the passing of this Act, make a declaration that he is desirous of remaining a British subject, and upon such declaration hereinafter referred to as a declaration of British nationality being made, and upon his taking the oath of allegiance, the declarant shall be deemed to be and to have been continually a British subject; with this qualification, that he shall not, when within the limits of the foreign state in which he has been naturalized, be deemed to be a British subject, unless he has ceased to be a subject of that state

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in pursuance of the laws thereof, or in pursuance of a treaty to that effect:

(2.) A declaration of British nationality may be made, and the oath of allegiance be taken as follows, that is to say:—If the declarant be in the United Kingdom in the presence of a justice of the peace, if elsewhere in her Majesty's dominions in the presence of any judge of any court of civil or criminal jurisdiction, of any justice of the peace, or of any other officer for the time being authorised by law in the place in which the declarant is, to administer an oath for any judicial or other legal purpose. If out of her Majesty's dominions in the presence of any officer in the diplomatic or consular service of her Majesty.

Naturalization and resumption of British nationality.

7. *Certificate of naturalization.*] An alien who, within such limited time before making the application hereinafter mentioned as may be allowed by one of her Majesty's Principal Secretaries of State, either by general order or on any special occasion, has resided in the United Kingdom for a term of not less than five years, or has been in the service of the Crown for a term of not less than five years, and intends, when naturalized, either to reside in the United Kingdom, or to serve under the Crown, may apply to one of her Majesty's Principal Secretaries of State for the certificate of naturalization.

The applicant shall adduce in support of his application such evidence of his residence or service, and intention to reside or serve, as such Secretary of State may require. The said Secretary of State, if satisfied with the evidence adduced, shall take the case of the applicant into consideration, and may, with or without assigning any reason, give or withhold a certificate as he thinks most conducive to the public good, and no appeal shall lie from his decision, but such certificate shall not take effect until the applicant has taken the oath of allegiance.

An alien to whom a certificate of naturalization is granted shall in the United Kingdom be entitled to all political and other rights, powers, and privileges, and be subject to all obligations, to which a natural-born British subject is entitled or subject in the United Kingdom, with this qualification, that he shall not, when within the limits of the foreign state of which he was a subject previously to obtaining his certificate of naturalization, be deemed to be a British subject unless he has ceased to be a subject of that state in pursuance of the laws thereof, or in pursuance of a treaty to that effect.

The said Secretary of State may in manner aforesaid grant a special certificate of naturalization to any person with respect to whose nationality as a British subject a doubt exists, and he may specify in such certificate that the grant thereof is made for the purpose of quieting doubts as to the right of such person to be a British subject, and the grant of such special certificate shall not be deemed to be any admission that the person to whom it was granted was not previously a British subject.

An alien who has been naturalized previously to the passing of this Act may apply to the Secretary of State for a certificate of naturalization under this Act, and it shall be lawful for the said Secretary of State to grant such certificate to such naturalized alien upon the same terms and subject to the same conditions in and upon which such certificate might have been granted if such alien had not been previously naturalized in the United Kingdom.

8. *Certificate of re-admission to British nationality.*] A natural-born British subject who has become an alien in pursuance of this Act, and is in this Act referred to as a statutory alien, may, on performing the same conditions and adducing the same evidence as is required in the case of an alien applying for a certificate of nationality, apply to one of her Majesty's principal Secretaries of State for a certificate, hereinafter referred to as a certificate of re-admission to British nationality, re-admitting him to the status of a British subject. The said Secretary of State shall have the same discretion as to the giving or withholding of the certificate as in the case of a certificate of naturalization, and an oath of allegiance shall in like manner be required previously to the issuing of the certificate.

A statutory alien to whom a certificate of re-admission to British nationality has been granted shall, from the date of the certificate of re-admission, but not in respect of any previous transaction, resume his position as a British subject; with this qualification, that within the limits of the foreign state of which he became a subject he shall not be deemed to be a British subject unless he has ceased to be a subject of that foreign state according to the laws thereof, or in pursuance of a treaty to that effect.

The jurisdiction by this Act conferred on the Secretary of State in the United Kingdom in respect of the grant of a certificate of re-admission to British nationality, in the case of any statutory alien being in any British possession, may be exercised by the governor of such possession; and residence in such possession shall, in the case of such person, be deemed equivalent to residence in the United Kingdom.

9. *Form of oath of allegiance.*] The oath in this Act referred to as the oath of allegiance shall be in the form following, that is to say:—

"I —— do swear that I will be faithful and bear true allegiance to her Majesty Queen Victoria, her heirs and successors, according to law. So help me God."

10. *National status of married women and infant children.*] The following enactments shall be made with respect to the national status of women and children:—

(1.) A married woman shall be deemed to be a subject of the state of which her husband is for the time being a subject:

(2.) A widow being a natural-born British subject, who has become an alien by or in consequence of her marriage, shall be deemed to be a statutory alien, and may as such at any time during widowhood obtain a certificate of re-admission to British nationality in manner provided by this Act:

(3.) Where the father being a British subject, or the mother being a British subject and a widow, becomes an alien in pursuance of this Act, every child of such father or mother who during infancy has become resident in the country where the father or mother is naturalized, and has, according to the laws of such country, become naturalized therein, shall be deemed to be a subject of the state of which the father or mother has become a subject, and not a British subject:

(4.) Where the father, or the mother being a widow, has obtained a certificate of re-admission to British nationality, every child of such father or mother who during infancy has become resident in the British dominions with such father or mother, shall be deemed to have resumed the position of a British subject to all intents:

(5.) Where the father, or the mother being a widow, has obtained a certificate of naturalization in the United Kingdom, every child of such father or mother who during infancy has become resident with such father or mother in any part of the United Kingdom, shall be deemed to be a naturalized British subject.

Supplemental provisions.

11. *Regulations as to registration.*] One of her Majesty's Principal Secretaries of State may by regulation provide for the following matters:—

(1.) The form and registration of declarations of British nationality:

(2.) The form and registration of certificates of naturalization in the United Kingdom:

(3.) The form and registration of certificates of re-admission to British nationality:

(4.) The form and registration of declarations of alienage:

(5.) The registration by officers in the diplomatic or consular service of her Majesty of the births and deaths of British subjects who may be born or die out of her Majesty's dominions, and of the marriages of persons married at any of Her Majesty's embassies or legations:

(6.) The transmission to the United Kingdom for the purpose of registration or safe keeping, or of being produced as evidence, of any declarations or certificates made in pursuance of this Act out of the United Kingdom, or of any copies of such declarations or certificates, also of copies of entries contained in any register kept out of the United Kingdom, in pursuance of or for the purpose of carrying into effect the provisions of this Act:

(7.) With the consent of the Treasury the imposition and application of fees in respect of any registration

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authorised to be made by this Act, and in respect of the making any declaration or the grant of any certificate authorised to be made or granted by this Act.

The said Secretary of State, by a further regulation, may repeal, alter, or add to any regulation previously made by him in pursuance of this section.

Any regulation made by the said Secretary of State in pursuance of this section shall be deemed to be within the powers conferred by this Act, and shall be of the same force as if it had been enacted in this Act, but shall not, so far as respects the imposition of fees, be in force in any British possession, and shall not, so far as respects any other matter, be in force in any British possession in which any Act or ordinance to the contrary of or inconsistent with any such direction may for the time being be in force.

12. *Regulations as to evidence.*] The following regulations shall be made with respect to evidence under this Act:—

(1.) Any declaration authorised to be made under this Act may be proved in any legal proceeding by the production of the original declaration, or of any copy thereof certified to be a true copy by one of her Majesty's principal Secretaries of State, or by any person authorised by regulations of one of her Majesty's principal Secretaries of State to give certified copies of such declaration, and the production of such declaration or copy shall be evidence of the person therein named as declarant having made the same at the date of the said declaration mentioned:

(2.) A certificate of naturalization may be proved in any legal proceeding by the production of the original certificate, or of any copy thereof certified to be a true copy by one of her Majesty's principal Secretaries of State, or by any person authorised by regulations of one of her Majesty's principal Secretaries of State to give certified copies of such certificate:

(3.) A certificate of re-admission to British nationality may be proved in any legal proceeding by the production of the original certificate, or of any copy thereof certified to be a true copy by one of her Majesty's principal Secretaries of State, or by any person authorised by regulations of one of her Majesty's principal Secretaries of State to give certified copies of such certificate:

(4.) Entries in any register authorised to be made in pursuance of this Act shall be proved by such copies and certified in such manner as may be directed by one of her Majesty's principal Secretaries of State, and the copies of such entries shall be evidence of any matters by this Act or by any regulation of the said Secretary of State authorised to be inserted in the register:

(5.) The Documentary Evidence Act, 1868, shall apply to any regulation made by a Secretary of State, in pursuance of or for the purpose of carrying into effect any of the provisions of this Act.

Miscellaneous.

13. *Saving of letters of denization.*] Nothing in this Act contained shall affect the grant of letters of denization by her Majesty.

14. *Saving as to British ships.*] Nothing in this Act contained shall qualify an alien to be the owner of a British ship.

15. *Saving of allegiance prior to expatriation.*] Where any British subject has in pursuance of this Act become an alien, he shall not thereby be discharged from any liability in respect of any acts done before the date of his so becoming an alien.

16. *Power of colonies to legislate with respect to naturalization.*] All laws, statutes, and ordinances which may be duly made by the Legislature of any British possession for imparting to any person the privileges, or any of the privileges, of naturalization, to be enjoyed by such person within the limits of such possession, shall within such limits have the authority of law, but shall be subject to be confirmed or disallowed by her Majesty in the same manner, and subject to the same rules in and subject to which her Majesty has power to confirm or disallow any other laws, statutes, or ordinances in that possession.

17. *Definition of terms.*] In this Act, if not inconsistent with the context or subject-matter thereof—

"Disability" shall mean the status of being an infant, lunatic, idiot, or married woman:

"British possession" shall mean any colony, plantation, island, territory, or settlement within her Majesty's dominions, and not within the United Kingdom, and all territories and places under one legislature are deemed to be one British possession for the purposes of this Act:

"The governor of any British possession" shall include any person exercising the chief authority in such possession:

"Officer in the diplomatic service of her Majesty" shall mean any ambassador, minister or chargé d'affaires, or secretary of legation, or any person appointed by such ambassador, minister, chargé d'affaires, or secretary of legation to execute any duties imposed by this Act on an officer in the diplomatic service of her Majesty:

"Officer in the consular service of her Majesty" shall mean and include consul-general, consul, vice-consul, and consular agent, and any person for the time being discharging the duties of consul-general, consul, vice-consul, and consular agent.

Repeal of Acts mentioned in schedule.

18. *Repeal of Acts.*] The several Acts set forth in the first and second parts of the schedule annexed hereto shall be wholly repealed, and the Acts set forth in the third part of the said schedule shall be repealed to the extent therein mentioned; provided that the repeal enacted in this Act shall not affect—

(1.) Any right acquired or thing done before the passing of this Act:

(2.) Any liability accruing before the passing of this Act:

(3.) Any penalty, forfeiture, or other punishment incurred or to be incurred in respect of any offence committed before the passing of this Act:

(4.) The institution of any investigation or legal proceeding or any other remedy for ascertaining or enforcing any such liability, penalty, forfeiture, or punishment as aforesaid.

SCHEDULE.

Note.—Reference is made to the repeal of the "whole Act" where portions have been repealed before, in order to preclude henceforth the necessity of looking back to previous Acts.

This schedule, so far as respects Acts prior to the reign of George the Second, other than Acts of the Irish Parliament, refers to the edition prepared under the direction of the Record Commission, intituled "The Statutes of the Realm; printed by Command of his Majesty King George the Third, in pursuance of an Address of the House of Commons of Great Britain. From original Records and authentic Manuscripts."

PART I.

ACTS WHOLLY REPEALED, OTHER THAN ACTS OF THE IRISH PARLIAMENT.

Date.	Title.
7 Jas. 1, c. 2.	An Act that all such as are to be naturalized or restored in blood shall first receive the sacrament of the Lord's Supper, and the oath of allegiance, and the oath of supremacy.
11 Will. 3, c. 6 (*a*).	An Act to enable his Majesty's natural-born subjects to inherit the estate of their ancestors, either lineal or collateral, notwithstandining their father or mother were aliens.
13 Geo. 2, c. 7.	An Act for naturalizing such foreign Protestants and others therein mentioned, as are settled or shall settle in any of his Majesty's colonies in America.
20 Geo. 2, c. 44.	An Act to extend the provisions of an Act made in the thirteenth year of his present Majesty's reign, intituled "An Act for naturalizing foreign Protestants and others therein mentioned, as are settled or shall settle in any of his Majesty's colonies in America, to other foreign Protestants who conscientiously scruple the taking of an oath."

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Date.	Title.
13 Geo. 3, c. 25.	An Act to explain two Acts of Parliament, one of the thirteenth year of the reign of his late Majesty, "for naturalizing such foreign Protestants and others as are settled or shall settle in any of his Majesty's colonies in America," and the other of the second year of the reign of his present Majesty, "for naturalizing such foreign Protestants as have served or shall serve as officers or soldiers in his Majesty's Royal American regiment, or as engineers in America."
14 Geo. 3, c. 84.	An Act to prevent certain inconveniences that may happen by bills of naturalization.
16 Geo. 3, c. 52.	An Act to declare his Majesty's natural-born subjects inheritable to the estates of their ancestors, whether lineal or collateral, in that part of Great Britain called Scotland, notwithstanding their father or mother were aliens.
6 Geo. 4, c. 67.	An Act to alter and amend an Act passed in the seventh year of the reign of his Majesty King James the First, intituled, "An Act that all such as are to be naturalized or restored in blood shall first receive the sacrament of the Lord's Supper and the oath of allegiance and the oath of supremacy."
7 & 8 Vict. c. 66.	An Act to amend the laws relating to aliens.
10 & 11 Vict. c. 83.	An Act for the naturalization of aliens.

PART II.

ACTS OF THE IRISH PARLIAMENT WHOLLY REPEALED.

Date.	Title.
14 & 15 Ch. 2, c. 13.	An Act for encouraging Protestant strangers and others to inhabit and plant in the Kingdom of Ireland.
2 Anne, c. 14.	An Act for naturalizing of all Protestant strangers in this kingdom.
19 & 20 G. 3, c. 29.	An Act for naturalizing such foreign merchants, traders, artificers, artisans, manufacturers, workmen, seamen, farmers, and others, as shall settle in this kingdom.
23 & 24 G. 3, c. 38.	An Act for extending the provisions of an Act passed in this kingdom in the 19th and 20th years of his Majesty's reign, intituled, "An Act for naturalizing such foreign merchants, traders, artificers, artisans, manufacturers, workmen, seamen, farmers, and others, as shall settle in this kingdom."
36 Geo. 3, c. 48.	An Act to explain and amend An Act, intituled "An Act for naturalizing such foreign merchants, traders, artificers, artisans, manufacturers, workmen, seamen, farmers, and others who shall settle in this kingdom."

PART III.

ACTS PARTIALLY REPEALED.

		Extent of repeal.
4 Geo. 1, c. 9. (Act of Irish Parliament.)	An Act for reviving, continuing, and amending several statutes made in this kingdom heretofore temporary.	So far as it makes perpetual the Act of 2 Anne, c. 14.
6 Geo. 4, c. 50.	An Act for consolidating and amending the laws relative to jurors and juries.	The whole of section 47.
3 & 4 Will. 4, c. 91.	An Act consolidating and amending the laws relating to jurors and juries in Ireland.	The whole of section 37.

CAP. XV.

An Act to transfer to the Commissioners of her Majesty's Works and Public Buildings the property in and control over the buildings and property of the county courts in England, and for other purposes relating thereto. [20th June, 1870.

Whereas it is expedient to transfer to the Commissioners of Her Majesty's Works and Public Buildings the complete control over the buildings and property of the county courts in England, and to vest in the said commissioners the buildings and property now vested in the treasurers of the said courts:

Be it enacted, &c.

1. *Short title.*] This Act may be cited as "The County Court (Buildings) Act, 1870."

2. *Definition of "Commissioners of Works."*] In this Act the term "the Commissioners of Works" means the Commissioners of her Majesty's Works and Public Buildings, as incorporated by the Act of the session of the 15th & 16th years of the reign of her present Majesty, c. 28, intituled "An Act to amend an Act of the 14th & 15th years of her present Majesty, for the direction of public works and buildings, and to vest the buildings appropriated for the accommodation of the supreme courts of justice in Edinburgh in the Commissioners of her Majesty's Works and Public Buildings."

3. *Transfer of property from treasurers to commissioners.*] All property, real and personal (other than money and securities for money, books, papers, and records), belonging to any county court, of or to which the treasurer of any county court or any other person is seised, possessed, or entitled, in trust for a county court, under the sections of the Acts mentioned in the schedule to this Act, shall, on the passing of this Act, pass to and be vested in the Commissioners of Works, for the same estate and interest, and subject to the same covenants, conditions, agreements, and liabilities, for and subject to which the same were held by the said treasurer or other person; and such treasurer or other person shall be discharged from such covenants, conditions, agreements, and liabilities.

4. *As to providing courts, offices, &c.*] The Commissioners of Works, with the approval of the Commissioners of her Majesty's Treasury, shall from time to time build, purchase, hire, or otherwise provide such court-house, offices, and buildings as may be necessary for carrying on the business of any county court, and cause the same to be furnished, cleaned, lighted, and warmed, and give such directions to the registrar of each court with regard to the hiring and dismissing of servants as shall seem fit.

For the purposes of any such purchase, the Lands Clauses Consolidation Act, 1845, and the Acts amending the same (except so much thereof as relates to the purchase of land otherwise than by agreement), are hereby incorporated with this Act, and in construing those Acts for the purposes of this Act the special Act shall be construed to mean this Act, and the promoters of the undertaking shall be construed to be the Commissioners of Works.

5. *Provisions of Acts in schedule repealed.*] The Acts mentioned in the schedule to this Act are hereby repealed, to the extent in the third column of the said schedule mentioned, without prejudice to anything already done or suffered, or any right already acquired or accrued.

SCHEDULE.

Year and chapter.	Title.	Extent of repeal.
9 & 10 Vict. c. 95...	The County Courts Act, 1846.	Sections 48 and 50 to 55, both inclusive.
29 & 30 Vict. c. 14.	The County Courts Act, 1866.	Section 8, except so far as it relates to money and securities for money, and section 9.
30 & 31 Vict. c. 142.	The County Courts Act, 1867.	Section 18.

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CAP. XVI.

An Act to define the boundary between the counties of Inverness and Elgin or Moray, in the district of Strathspey; and for other purposes. [20th June, 1870.

CAP. XVII.

An Act for making further provision relating to the management of certain departments of the War Office. [20th June, 1870.

CAP. XVIII.

An Act to provide for the equal distribution over the metropolis of a further portion of the charge for the relief of the poor. [20th June, 1870.

Be it enacted, &c.

1. *Maintenance of in-door poor to be a charge upon the Metropolitan Common Poor Fund.*] From and after the 29th day of September, 1870, the provisions of the 69th section of the Metropolitan Poor Act, 1867, directing the repayment of the expenses incurred for the maintenance of lunatics and insane poor, and of patients in any asylum specially provided under that Act for patients suffering from fever and small pox, shall extend to the expenses incurred for the maintenance of paupers in any other asylum now or hereafter to be provided under the said Act, and to the maintenance of paupers above the age of sixteen years in any workhouse in the metropolis, and the Poor Law Board shall, by its precept under seal, direct the receiver of the Common Poor Fund to repay such expenses out of that fund, in the same manner as the expenses specified in that section, subject, nevertheless, to the following provisions:—

(1.) The Poor Law Board shall certify the maximum number of paupers to be be maintained in any workhouse or asylum.

(2.) No repayment shall be made in respect of a greater number of paupers maintained in any asylum on any one day than will complete the maximum number which such asylum shall have been certified to hold as aforesaid, nor in respect of a greater number of paupers maintained in any workhouse on any one day than will, together with the children under the age of sixteen, if any, maintained therein on the same day, complete the maximum number certified for such workhouse.

(3.) The amount so repaid in respect of such maintenance shall be at the rate of fivepence per day for each pauper in such workhouse or asylum.

(4.) If the guardians of any union or parish, or the managers of any asylum, shall, during any half year ending at Lady Day or Michaelmas respectively, have refused or neglected to comply with any Order of the Poor Law Board, issued under the Poor Law Acts, directing the alteration or enlargement of the workhouse, the provision of proper drainage, sewers, ventilation, fixtures, furniture, surgical and medical appliances, or directing the appointment of any officer, or prescribing the maximum numbers of paupers to be maintained in any workhouse or asylum, or the classification of such paupers, such guardians or managers, shall be deemed to be in default, and the Poor Law Board may, if they think fit, omit from their precept for such half-year, addressed to the receiver of the Common Poor Fund, the sums which such guardians or the guardians of the unions and parishes comprised in the district to which the asylum belongs, would have been entitled to be repaid under this Act if there had been no such default: provided that if such guardians or managers shall comply with such order before the termination of the next ensuing half-year, it shall be lawful for the Poor Law Board to include in their precept for that half year the sums so omitted from their precept for the previous half-year.

2. *The maintenance of officers to be allowed as part of their salaries.*] The term "salaries of officers," referred to in the said sixty-ninth section of the said Metropolitan Poor Act, shall include the cost of the rations of the officers therein described, according to a scale to be fixed by the Poor Law Board.

3. *Financial statement of guardians.*] Within one month of each audit of the accounts of the board of guardians of any union or parish in the metropolis, such board shall deliver, by post or otherwise, to each vestry within such union or parish, one or more copies of the financial statement of such guardians, showing the receipts, expenditure, balances, and liabilities, for the half-year, as audited.

4. *Construction. Short title.*] This Act shall be construed in like manner as the Metropolitan Poor Act of 1867, and shall be termed The Metropolitan Poor Amendment Act, 1870.

CAP. XIX.

An Act to amend the Railway Companies Powers Act, 1864, and the Railway Construction Facilities Act, 1864. [20th June, 1870.

Whereas it is expedient to amend The Railway Companies Powers Act, 1864, and also The Railways Construction Facilities Act, 1864:

Be it therefore enacted, &c.

1. *Short title.*] This Act may be cited for all purposes as The Railways (Powers and Construction) Acts, 1864, Amendment Act, 1870.

2. *Parts of Acts herein named repealed.*] From and after the passing of this Act, there shall be repealed sections seven and eight of The Railway Companies Powers Act, 1864, and Part I. of the schedule annexed to the said Act; and sections nine and ten of The Railways Construction Facilities Act, 1864, and Part I. of the schedule annexed to the said Act.

3. *Powers of Board of Trade where notice of opposition lodged.*] Any railway or canal company, which for the purposes of this Act shall include the owners, lessees, or proprietors of any canal or inland navigation, may, in case it desires to be heard by counsel, agents, and witnesses against any application for a certificate under The Railway Companies Powers Act, 1864, or for a certificate authorising any proposed undertaking under The Railways Construction Facilities Act, 1864 (each of which Acts is in this Act respectively referred to as the Act of application), lodge at the office of the Board of Trade, within the time prescribed by the schedule to this Act annexed, a noticed in writing to that effect (in this Act referred to as a notice of opposition), in the forms set forth in the same schedule, with such variations as circumstances require.

Where a notice of opposition has been lodged the Board of Trade may nevertheless, if they think fit, proceed upon the application, but they shall in such case settle a provisional certificate in accordance with the provisions of this Act.

Every provisional certificate under this Act shall be settled in like manner, shall certify to the like effect, and contain the like provisions in every respect as if the same were a draft certificate settled by the Board of Trade, under the authority of the Act of application in a like case, but where no notice of opposition was lodged.

When any such provisional certificate is confirmed in manner by this Act provided, the same shall have all the force and operation of a certificate duly made and issued by the Board of Trade, under the authority of the Act of application, but previously to such confirmation it shall not be of any validity whatsoever.

When any provisional certificate is settled under this Act notice thereof shall be given by the promoters in like manner as if the same were a draft certificate under the Act of application according to the provisions of such Act in that behalf.

As to payment of costs of orders.] The costs of and connected with the preparation and making of each provisional certificate shall be paid by the promoters, and the Board of Trade may require the promoters to give security for such costs before they proceed with the provisional certificate.

4. *Confirmation of provisional certificate by Act of Parliament.*] On proof to the satisfaction of the Board of Trade that notice of such certificate was duly given in manner aforesaid, the Board of Trade shall, as soon as they conveniently can after the expiration of seven days after such proof, procure a bill to be introduced into either House Parliament for an Act to confirm the provisional certificate, which shall be set out at length in the schedule to the bill.

If while any such bill is pending in either House of Parliament a petition is presented against any provisional certificate comprised therein, the bill, so far as it relates to the

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certificate petitioned against, may be referred to a select committee, and the petitioner shall be allowed to appear and oppose as in the case of a bill for a special Act.

The provisions of the Act of this present session of Parliament, intituled "An Act to Empower Committees on Bills Confirming Provisional Orders to Award Costs and to Examine Witnesses on Oath," shall extend and apply to any select committee to whom any bill to confirm a provisional certificate under this Act has been referred, in like manner and subject to the same conditions in every respect as if such provisional certificate were a provisional order.

The Act of Parliament confirming any provisional certificate shall be deemed a public general Act.

5. *Section* 33 *of* 27 *&* 28 *Vict. c.* 121 *repealed.*] From and after the passing of this Act, section 33 of the said Railways Construction Facilities Act, 1864, relating to the gauge of railways, shall be and the same is hereby repealed, and every railway made under the authority of a certificate under the said Act or this Act shall be made on such gauge as shall be prescribed by such certificate.

Application of sections 4, 6, 7, *and* 8, *of* 9 *&* 10 *Vict. c.* 57.] Sections 4, 6, 7, and 8 of the Act of the session of the 9th and 10th years of the reign of her present Majesty, chapter 57, intituled "An Act for Regulating the Gauge of Railways," shall apply to any railway made under the authority of any such certificate as aforesaid, and to the gauge thereby prescribed.

Gauge of railways.] For the purposes of such application the provisions of the certificate relating to gauge shall be deemed to be included in the provisions of the said Act of the 9th and 10th years of the reign of her present Majesty, chapter 57.

6. *Amendment of part IV. of the schedule to* 27 *&* 28 *Vict. c.* 121.] All enactments amending, perpetuating, or otherwise affecting the enactments described in part IV. of the schedule to the said Railways Construction Facilities Act, 1864, and which are now in force, or which may hereafter become law, shall, in like manner and subject to the like variations and provisions as the enactments described in the said schedule, extend and apply, as the case may require, to the railway, and to the company or persons empowered by the certificate under the said Act, or this Act to make the railway, and shall in all respects operate in relation thereto respectively as if they were expressly repeated and re-enacted in the said Act, save where the same are expressly varied or excepted by such certificate.

The SCHEDULE referred to in the foregoing Act.

Notice of opposition.

In the matter of

The Railways Companies Powers Act, 1864, and The Railways (Powers and Construction) Acts, 1864, Amendment Act, 1870, and

The application of the —— Railway Company for a certificate, the draft whereof is intituled [*set out title*].

We, the —— Railway [*or* Canal] Company hereby declare and give notice that we desire to be heard by counsel, agents, and witnesses, against the granting to the above-named railway company of the powers sought to be obtained by them by the above-mentioned application.

Dated this —— day of —— 18 ——.

Witness, *A.B.* L.S.

Or,

Notice of opposition.

In the matter of

The Railways Construction Facilities Act, 1864, and The Railways (Powers and Construction) Act, 1864, Amendment Act, 1870, and

The (proposed) —— Railway.

We, the —— Railway [*or* Canal] Company hereby declare and give notice that we desire to be heard by counsel, agents, and witnesses, against the above-mentioned proposed undertaking.

Dated this —— day of —— 18 ——.

Witness, *A.B.* L.S.

Time for lodging notice of opposition.

Notice of opposition by a railway or canal company is to be lodged at the office of the Board of Trade, not later than the 1st day of August, or the 1st day of January, next succeeding the date of the advertisement of application, according as the same is published in the month of June or in the month of November.

CAP. XX.

An Act to amend the Mortgage Debenture Act, 1865.

[4th July, 1870.

Whereas it is expedient that the Mortgage Debenture Act, 1865, (hereinafter called "the principal Act,") should be amended:

Be it therefore enacted, &c.

1. *This Act and* 28 *&* 29 *Vict. c.* 78, *to be construed together.*] This Act shall be construed as one with the Mortgage Debenture Act, 1865, (which is hereinafter referred to as "the principal Act,") and may be cited for all purposes as "The Mortgage Debenture (Amendment) Act, 1870."

2. *Interpretation of terms.*] The expression "the company" when used in this Act has the same meaning as that attached to it in the principal Act.

3. *Repeal of sections of principal Act.*] Sections 5, 12, 14, 16, 17, 20, 24, 26, 28 and 36 of the Mortgage Debenture Act, 1865, are hereby repealed.

4. *Nature of securities on which debentures may be founded.*] The securities upon and in respect of which mortgage debentures may be founded and issued under the authority of the principal Act shall be securities affecting property in England or Wales of the following descriptions:—

(*a.*) Lands, messuages, hereditaments, or real property, or some estate or interest therein:

(*b.*) Rates, dues, assessments, or impositions upon the owners or occupiers of lands, messuages, hereditaments, or real property imposed by or under the authority of any act of Parliament, public or private, royal charter, commission of sewers or drainage, or other sufficient legal authority:

(*c.*) Charges upon or affecting lands, messuages, hereditaments, or real property executed, made, given, or issued under the authority of any act of Parliament, public or private:

But from the securities described in paragraph (*a.*) shall be excepted securities upon mines or mineral property, quarries, brickfields, and factories, mills, and other buildings or works for manufacturing purposes, and also securities upon leasehold estates determinable upon a life or lives, and not renewable, or held for a term of which at the date of the security less than fifty years shall be unexpired, or which are held at a rent beyond one fourth part of the annual value of the property leased as estimated at the date of the security given to the company and verified by the statutory declaration of a surveyor as hereinafter provided with respect to the value of the securities to be registered.

In construing this Act the word "securities" shall be deemed to mean such securities as above defined and restricted, and no others.

5. *Statutory declaration in lieu of voluntary declaration.*] In lieu of the voluntary declaration required by section 10 of the principal Act to be made by the surveyor or valuer therein mentioned, a statutory declaration in the same form or in the form (A.) in the schedule hereto, or to the like effect, shall hereafter be requisite.

6. *Company to file return in office of Land Registry.*] Before any company shall be entitled to avail itself of the provisions of the principal Act and this Act such company shall file in the office of the Land Registry a return containing the following and such other particulars as the registrar may from time to time require, which return shall be under the hand of one, at least, of the directors of the company and the secretary.

(*a.*) The amount of the nominal capital of the company:

(*b.*) The amount per share and the aggregate amount paid up on the shares:

(*c.*) The assets or property of the company at the date of the return, and how invested:

(*d.*) The names, addresses, and occupations of the directors and auditors of the company:

(*e.*) The registered office of the company.

7. *Registered securities charged with payment of debentures and not applicable for any other purpose until discharged from registration.*] All the registered securities for the time being of the company shall be charged with the payment of the principal moneys and interest from time to time payable upon or in respect of all the mortgage debentures of the company for the time being issued and outstanding; and no

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registered security until discharged therefrom, as hereinafter provided, shall be applicable to or available for any other purpose than the satisfaction of such principal moneys and interest, to be transferred, disposed of, or otherwise dealt with by the company, unless and until the same shall have been discharged from registration in the manner hereinafter provided: provided, nevertheless, that such registration shall not prevent the company from receiving, applying, and giving a valid discharge for any instalments payable by the terms of the deed creating the security or any annuities or interest which may from time to time be receivable upon or in respect of any such security, unless where a receiver shall have been actually appointed under the provisions of the principal Act.

8. *Proceedings on redemption of securities.*] Whenever any person for the time being entitled to redeem a security which has been registered under the provisions of this or the principal Act has given notice to the company of his intention so to do, or if the company shall themselves at any time be desirous of freeing and discharging any registered security, the company, in the case first mentioned, shall, before the day appointed for the redemption, and, in the case secondly mentioned, may at any time make application to the registrar for the purpose of having such respective security freed and discharged from the charge of the mortgage debentures issued by the company; and upon its being made to appear to his satisfaction that the aggregate of the principal sums secured by all the mortgage debentures of the company then outstanding does not exceed the total amount (to be ascertained in the manner provided by the principal Act) of the registered securities of the company at the time being, exclusive of that proposed to be discharged he shall allow the same to be so freed and discharged, and shall cause an entry to be made in the register of securities of the said security being discharged, and shall on request redeliver to the company the several deeds or instruments to which such security relates, and which were delivered to the registrar for registration under the provisions in that behalf contained in the principal Act, and such entry shall be conclusive evidence of such discharge.

9. *Owner of registered security upon default of company may obtain the discharge thereof from company's debentures.*] If in the case first mentioned in the last preceding section the company shall have made default in procuring the discharge on or before the day appointed for redemption, the person so entitled to redeem, and who has given notice as aforesaid of his intention to redeem, may apply to the High Court of Chancery, by summons, calling upon the company to show cause why such security is not so discharged, and upon hearing such summons the judge shall appoint a day by which the discharge shall be obtained, and in default thereof shall order that the amount of principal and interest money due upon such security shall, by a day to be named in the order, be paid into the bank, to the credit of the Accountant-General of the Court of Chancery, to the account of the company's mortgage debentures, and shall make such order as to the costs of and incidental to the application ae the court may deem just.

Upon production to and deposit with the land registrar of such order, together with the Accountant-General's certificate of such payment into court, as aforesaid, the registrar shall make an entry in the proper register of securities of the discharge of such security from the company's mortgage debentures, and shall deliver to the person named in such order the several deeds and instruments to which such security relates, and which were delivered to the registrar under the provisions herein contained.

Upon the company proving to the satisfaction of the court by the production of a certificate of the registrar, either that a security at least equal in value to the mount so paid into court as aforesaid has been registered as aforesaid, or that an equivalent amount of the company's mortgage debentures has been cancelled, the court shall direct the payment out of court to the company of the amount so paid in, together with any dividends that may have accrued due thereon in the meantime.

10. *Discharge of part of a mortgage security.*] Whenever any person who has executed a mortgage security which has been registered under the provisions of this or the principal Act is desirous to redeem a part of such security, and of having such part freed and discharged from the mortgage debentures for the time being issued by the company, and then outstanding, the company may make application to the registrar for the purpose of having such part freed and discharged from such mortgage debentures; and upon it being made to appear to the satisfaction of the registrar, by the statutory declaration of a surveyor approved by the Inclosure Commissioners, that the principal moneys secured on the residue of the mortgage security do not exceed two thirds of the value thereof, and upon it also being made to appear to the satisfaction of the registrar that the aggregate of the principal sums secured by all the mortgage debentures of the company then outstanding does not exceed the total amount (to be ascertained in manner provided by the principal Act) of the registered securities of the company at the time being, exclusive of the part of the security proposed to be discharged, he shall allow the same to be so freed and discharged, and shall cause an entry to be made, in the register of securities of such discharge, and shall on request, re-deliver to the company the several deeds or instruments, if any, which exclusively relate to the part so discharged, and which were delivered to the registrar for registration under the provisions in that behalf contained in the principal Act, and such entry shall be conclusive evidence of such discharge.

11. *Inspection of registers and returns.*] Subject to the regulations mentioned in section 19 of the principal Act, and on payment of such fees as the registrar, with the sanction of the Lord Chancellor, from time to time prescribes, any person may inspect and make copies of and extracts from the register of securities, the register of mortgage debentures, and the returns made by the company to the registrar under the provisions of the principal Act.

12. *Additional particulars to be contained in quarterly returns to registrar.*] In addition to the particulars required to be contained in the quarterly return to be made by the company to the registrar by the 23rd section of the principal Act, every such quarterly return shall contain the following particulars:—

(*a.*) The names, addresses, and occupations of the directors and auditors of the company:

(*b.*) The registered office of the company.

13. *What to be deemed value of mortgage or security.*] Where, by any mortgage or other like security to the company, the principal is expressly distinguised from the interest, and such principal is made payable by periodical payments, the amount or value of such mortgage or security shall for the purpose of the quarterly returns be deemed to be the amount of principal money exclusive of interest remaining unpaid thereon at the date of the quarterly return.

14. *In certain cases value of annuities to be estimated by an actuary.*] In all cases not provided for by the last section, the amount or value of the annuities and other periodical payments to be comprised in the quarterly returns shall be ascertained or estimated by an actuary approved by the registrar.

15. *Form of mortgage debenture.*] Every mortgage debenture from time to time issued by the company shall be a deed under the common seal of the company duly stamped as a mortgage for the amount secured, and bearing the signatures of at least two of the directors, and the countersignature of the manager, secretary, or accountant of the company, and shall be in accordance with the form (B.) in the schedule to this Act, or as near thereto as circumstances admit.

16. *Terms on which mortgage debentures may be issued.*] The mortgage debentures shall be for the payment of principal sums, either at a fixed time to be named therein, not less than six months nor exceeding ten years from the date, or at any time on six calendar months' previous notice being given to the company by the holder for the time being of the mortgage debenture, or by the company to the holder for the time being of the mortgage debenture, with interest thereon in the meantime at such rate as may be agreed, payable half-yearly or otherwise, and no mortgage debenture shall be issued for a less principal sum than fifty pounds.

17. *Entry in register of discharge of mortgage debenture.*] When a mortgage debenture is produced by the company to the registrar discharged or cancelled he shall make in the register of mortgage debentures an entry of the discharge thereof.

18. *Company not exempt from Joint Stock Companies Acts.*] Nothing in this Act shall exempt the company from the

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provisions of any Act relating to joint stock companies, and applicable to the company.

SCHEDULE.

FORM (A.)

Form of the surveyor's or valuer's declaration.

[Here insert a copy of the return to be made by the company on application to register securities, distinguishing each security by a separate letter or number.]

I —— of —— do solemnly and sincerely declare that the information above contained with respect to the security numbered or lettered —— is, to the best of my information and belief correct, and that the value of the property above described (and, if the borrower's interest is of a limited nature, the value of the borrower's estate and interest in the property above described) exceeds the amount of £——, the advance made by the company in respect thereof (and, if there are prior charges, of the prior charges thereon), to the extent of one third at least of such value (and, if the borrower's interest is that of a leaseholder, that the rent reserved by the lease under which the property above described is held, does not exceed one fourth of the annual value thereof at the present time).

[A separate declaration shall be made in respect of each security, and where the mortgage or charge is secured exclusively upon any of the securities comprised in section 5 (*b* and *c*) omit from the word "declare" to the end, and insert "to the best of my information and belief the security above described and numbered ——, is now of the value of £——."]

FORM (B.)

Form of mortgage debenture.

The —— Company.

Mortgage debenture No. ——.

By virtue of the Mortgage Debenture Act, 1865, we the —— company, in consideration of £—— paid to us by A. B. of ——, do hereby charge all the registered securities of the company with the payment to the said A.B., his executors, administrators, and assigns, of the sum of £—— and interest thereon at the rate of —— per cent. per annum, which sum of £——, to be paid and payable to the said A.B., his executors, administrators, and assigns, at the —— [place], on the —— day of —— (or on the expiration of six calendar months from the leaving at the registered office of the company of a notice in writing from the said A.B., his executors, administrators, or assigns, requiring such payment, or on the expiration of six calendar months from the day succeeding the posting of a registered letter containing notice in writing from the company of their intention to repay the said sum of £——), with interest on the same at the rate of —— per cent. per annum, payable half-yearly at said place on every —— day of —— and —— day of ——, and we hereby undertake to pay said sum of £—— and interest at the rate aforesaid, as above mentioned.

Given under our common seal, this —— day of ——

A. B., Director.

C. D., Director.

Countersigned, G. F., Secretary.

Registered

CAP. XXI.

An Act to disfranchise the boroughs of Bridgwater and Beverley. [4th July, 1870.

CAP. XXII.

An Act to confirm a certain provisional order made under an Act of the 15th year of her present Majesty, to facilitate arrangements for the relief of turnpike trusts. [4th July, 1870.

CAP. XXIII.

An Act to abolish forfeitures for treason and felony, and to otherwise amend the law relating thereto. [4th July, 1870.

Whereas it is expedient to abolish the forfeiture of lands and goods for treason and felony, and to otherwise amend the law relating thereto:

Be it enacted, &c.

1. *Forfeiture &c. abolished.*] From and after the passing of this Act, no confession, verdict, inquest, conviction, or judgment of or for any treason or felony or felo de se shall cause any attainder or corruption of blood, or any forfeiture or escheat, provided that nothing in this Act shall affect the law of forfeiture consequent upon outlawry.

2. *Conviction for treason or felony to be a disqualification for offices, &c.*] Provided, nevertheless, that if any person hereafter convicted of treason or felony, for which he shall be sentenced to death, or penal servitude, or any term of imprisonment with hard labour, or exceeding twelve months, shall at the time of such conviction hold any military or naval office, or any civil office under the Crown or other public employment, or any ecclesiastical benefice, or any place, office or emolument in any university, college, or other corporation, or be entitled to any pension or superannuation allowance payable by the public, or out of any public fund, such office, benefice, employment, or place shall forthwith become vacant, and such pension or superannuation allowance or emolument shall forthwith determine and cease to be payable, unless such person shall receive a free pardon from her Majesty, within two months after such conviction, or before the filling up of such office, benefice, employment, or place if given at a later period; and such person shall become, and (until he shall have suffered the punishment to which he had been sentenced or such other punishment as by competent authority may be substituted for the same, or shall receive a free pardon from her Majesty), shall continue thenceforth incapable of holding any military or naval office, or any civil office under the crown, or other public employment, or any ecclesiastical benefice, or of being elected, or sitting, or voting as a member of either House of Parliament, or of exercising any right of suffrage or other parliamentary or municipal franchise whatever within England, Wales, or Ireland.

3. *Persons convicted of treason or felony may be condemned in costs.*] It shall be lawful for any court by which judgment shall be pronounced or recorded, upon the conviction of any person for treason or felony, in addition to such sentence as may otherwise by law be passed, to condemn such person to the payment of the whole or any part of the costs or expenses incurred in and about the prosecution and conviction for the offence of which he shall be convicted, if to such Court it shall seem fit so to do; and the payment of such costs and expenses, or any part thereof, may be ordered by the Court to be made out of any moneys taken from such person on his apprehension, or may be enforced at the instance of any person liable to pay, or who may have paid the same, in such and the same manner (subject to the provisions of this Act) as the payment of any costs ordered to be paid by the judgment or order of any Court of competent jurisdiction in any civil action or proceeding may for the time being be enforced: provided, that in the meantime and until the recovery of such costs and expenses from the person so convicted as aforesaid, or from his estate, the same shall be paid and provided for in the same manner as if this Act had not passed; and any money which may be recovered in respect thereof from the person so convicted, or from his estate, shall be applicable to the reimbursement of any person or fund by whom or out of which such costs and expenses may have been paid or defrayed.

4. *Compensation to persons defrauded or injured by felony.*] It shall be lawful for any such court as aforesaid, if it shall think fit, upon the application of any person aggrieved, and immediately after the conviction of any person for felony, to award any sum of money, not exceeding £100, by way of satisfaction or compensation for any loss of property suffered by the applicant through or by means of the said felony, and the amount awarded for such satisfaction or compensation shall be deemed a judgment debt due to the person entitled to receive the same from the person so convicted, and the order for payment of such amount may be enforced in such and the same manner as in the case of any costs ordered by the Court to be paid under the last preceding section of this Act.

5. *The word "forfeiture" defined.*] The word "forfeiture," in the construction of this Act, shall not include any fine or penalty imposed on any convict by virtue of his sentence.

6. *The word "convict" defined.*] The expression "convict," as hereinafter used, shall be deemed to mean any person against whom, after the passing of this Act, judgment of death, or of penal servitude, shall have been pro-

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nounced or recorded by any court of competent jurisdiction in England, Wales, or Ireland upon any charge of treason or felony.

7. *When convict shall cease to be subject to operation of the Act.*] When any convict shall die or be made bankrupt, or shall have suffered any punishment to which sentence of death if pronounced or recorded against him may be lawfully commuted, or shall have undergone the full term of penal servitude for which judgment shall have been pronounced or recorded against him, or such other punishment as may by competent authority have been substituted for such full term, or shall have received her Majesty's pardon for the treason or felony of which he may have been convicted, he shall thenceforth, so far as relates to the provisions hereinafter contained, cease to be subject to the operation of this Act.

8. *Convict disabled to sue for or to alienate property, &c.*] No action at law or suit in equity for the recovery of any property, debt, or damage whatsoever shall be brought by any convict against any person during the time while he shall be subject to the operation of this Act; and every convict shall be incapable, during such time as aforesaid, of alienating or charging any property, or of making any contract, save as hereinafter provided.

9. *The Crown may appoint administrators of any convict's property.*] It shall be lawful for her Majesty, or for any person in that behalf authorised by her Majesty, under her royal sign manual (and which authority may be given either generally or with reference to any particular case), if to her Majesty or to the person so authorised it shall seem fit, by writing under her Majesty's royal sign manual, or under the hand of the person so authorised as aforesaid, to commit the custody and management of the property of any convict, during her Majesty's pleasure, to an administrator, to be by such writing appointed in that behalf; and every such appointment may be revoked by the same or the like authority by which it is made; and upon any determination thereof, either by revocation or by the death of any such administrator, a new administrator may be appointed by the same or the like authority from time to time; and every such new administrator shall, upon his appointment, be and be deemed to be the successor-in-law of the former administrator; and all property vested in, and all powers given to, such former administrator by virtue of this Act shall thereupon devolve to and become vested in such successor, who shall be bound by all acts lawfully done by such former administrator during the continuance of his office; and the provisions hereinafter contained with reference to any administrator shall, in the case of the appointment of more than one person, apply to such administrators jointly.

10. *Convict's property to vest in administrators on their appointment.*] Upon the appointment of any such administrator in manner aforesaid all the real and personal property, including choses in actions, to which the convict named in such appointment was at the time of his conviction, or shall afterwards while he shall continue subject to the operations of this Act, become or be entitled, shall vest in such administrator for all the estate and interest of such convict therein.

11. *Remuneration of administrators.*] If, in the instrument by which any such administrator is appointed, provision shall be made for the remuneration of such administrator out of the property of the convict, the said administrator may receive and retain for his own benefit such remuneration accordingly.

12. *Powers of administrators.*] The administrator shall have absolute power to let, mortgage, sell, convey, and transfer any part of such property as to him shall seem fit.

13. *Administrator to pay out of property costs of prosecution and costs of executing this Act.*] It shall be lawful for the administrator to pay or cause to be paid out of such property, or the proceeds thereof, all costs and expenses which the convict may have been condemned to pay; and also all costs, charges, and expenses incurred by such convict in and about his defence; and also all such costs, charges, and expenses as the said administrator may incur or be put to in or about the carrying this Act into execution with reference to such property, or with reference to any claims which may be made thereon.

14. *Administrator may pay out of property debts or liabilities of convict.*] The administrator may cause payment or satisfaction to be made out of such property of any debt or liability of such convict which may be established in due course of law, or may otherwise be proved to his satisfaction, and may also cause any property which may come to his hands to be delivered to any person claiming to be justly entitled thereto, upon the right of such person being established in due course of law, or otherwise to his satisfaction.

15. *Administrators may make compensations out of property to persons defrauded by criminal acts of convict.*] The administrator may cause to be paid or satisfied out of such property such sum of money by way of satisfaction or compensation for any loss of property or other injury alleged to have been suffered by any person through or by means of any alleged criminal or fraudulent act of such convict, as to him shall seem just, although no proof of such alleged criminal or fraudulent act may have been made in any court of law or equity; and all claims to any such satisfaction or compensation may be investigated in such manner as the administrator shall think fit, and the decision of the administrator thereon shall be binding; provided always, that nothing in this Act shall take away or prejudice any right, title, or remedy to which any person alleging himself to have suffered any such loss or injury would have been entitled by law if this Act had not passed.

16. *Administrator may make allowances out of property for support of family of convict.*] The administrator may cause such payment and allowances for the support or maintenance of any wife or child, or reputed child of such convict, or of any other relative or reputed relative of such convict dependent upon him for support, or for the benefit of the convict himself, if and while he shall be lawfully at large under any licence, as to such administrator shall seem fit, to be made from time to time out of such property, or the income thereof.

17. *Exercise of administrator's power as to priority of payments; payments by administrator for purposes of Act not to be called in question.*] The several powers hereinbefore given to the said administrator, or any of them, may be exercised by him in such order and course, as to priority of payments or otherwise, as he shall think fit; and all contracts of letting or sale, mortgages, conveyances, or transfers of property, bonâ fide made by the said administrator under the powers of this Act, and all payments or deliveries over all property bonâ fide made by or under the authority of the said administrator for any of the purposes hereinbefore mentioned, shall be binding; and the propriety thereof, and the sufficiency of the grounds on which the said administrator may have exercised his judgment or discretion in respect thereof, shall not be in any manner called in question by such convict, or by any person claiming an interest in such property by virtue of this Act.

18. *Property to be preserved for convict, and to revert to him or his representatives on completion of sentence, pardon, or death.*] Subject to the powers and provisions hereinbefore contained, all such property and the income thereof shall be preserved and held in trust by the said administrator, and the income thereof may, if and when the said administrator shall think proper, be invested and accumulated in such securities as he shall from time to time think fit, for the use and benefit of the said convict, and his heirs, or legal personal representatives, or of such other persons as may be lawfully entitled thereto, according to the nature thereof; and the same, and the possession, administration, and management thereof shall re-vest in and be restored to such convict upon his ceasing to be subject to the operation of this Act, or in and to his heirs or legal personal representatives, or such other persons as may be lawfully entitled thereto; and all the powers and authorities by this Act given to the said administrator shall from thenceforth cease and determine, except so far as the continuance thereof may be necessary for the care and preservation of such property or any part thereof, until the same shall be claimed by some person lawfully entitled thereto, or for obtaining payment out of such property, or of the proceeds thereof, of any liabilities, or any costs, charges, or expenses, for which provision is made by this Act; for which purposes such powers and authorities shall continue to be in force until possession of such property shall be delivered up by the said administrator to some person being or claiming to be lawfully entitled thereto.

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19. *Administrators not to be liable, except for what they receive.*] The said administrator shall not be answerable to any person for any property which shall not actually have come to his hands by virtue of this Act, nor for any loss or damage which may happen through any mere omission or nonfeasance on his part to any property vested in him by virtue hereof.

20. *Administrator to receive costs of suits of property as between solicitor and client.*] The costs as between solicitor and client of every action or suit which may be brought against the said administrator with reference to any such property as aforesaid, whether during the time while the same shall be and continue vested in him under this Act, or after the same shall cease to be so vested, and all charges and expenses properly incurred by him with reference thereto, shall be a first charge upon and shall be paid out of such property, unless the Court before which such action is tried or such suit is heard shall think fit otherwise to order.

21. *If no administrator, interim curator may be appointed by justices.*] If no such administrator as aforesaid shall have been appointed an interim curator of the property of any convict may be appointed by any justices of the peace in petty sessions assembled, or, where there are no petty sessions, by any justice of the peace having jurisdiction in the place where such convict before his conviction shall have last usually resided, upon the application of any person who shall be able to satisfy such justice that the application is made bonâ fide with a view to the benefit of the convict or of his family, or to the due and proper administration and management of his property and affairs; and the interim curator to be appointed may be either the person making the application, or any other person willing to accept the office, and competent to discharge its duties, as to such justice shall seem fit.

22. *Proceedings before justices.*] Before making any such appointment the justice shall require the applicant to make oath that no administrator or interim curator of the property of such convict has been to his knowledge or belief already appointed; and the applicant shall also state upon oath, to the best of his knowledge and belief, who are the nearest relatives (including any husband or wife) of such convict, and (if any such there be) where they are residing, and whether any and which of them have consented to or have had notice of such application; and it shall be competent for such justice to require notice of such application to be given to all such persons and in such manner as to such justice shall seem fit.

23. *Removal of enterim curator for cause shown.*] Any interim curator so appointed may be removed, for any cause shown to the satisfaction of the justices, or justice or the Court, upon the application of any relative of the convict, or of any person interested in the due and proper administration and management of his property and affairs, either by the petty sessions or justice by whom he was appointed (or, in the event of such justice dying or being unable to act, by any other justice having the like jurisdiction), or by any Court in which proceedings for an account may be instituted as hereinafter provided; and upon the death or removal of any such interim curator a new interim curator may be appointed in the same manner and by the like authority as aforesaid, or (in case any such proceedings shall be then depending) by the court in which any such proceedings shall be so depending as aforesaid.

24. *Powers of interim curator.*] Every interim curator so appointed as aforesaid shall have power (unless and until an administrator shall be appointed under this Act, in which case the authority of such interim curator shall thenceforth cease and determine) to sue in his own name as such interim curator, at law or in equity, for the possession and recovery of any part of the property in respect of which he shall have been so appointed, or for damages in respect of any injury thereto, and to defend in his own name as such interim curator any action or suit brought against such convict or against himself in respect of such property, and to receive and give legal discharges for all rents, dividends, interest, and income of or arising from such property, and also to receive and give discharges for any debts due to such convict, or forming part of his property, and to pay and discharge all or any debts due from such convict out of such property, and to settle and adjust accounts with any debtor or creditor of such convict, and generally to manage and administer the property of such convict; and also to make or cause to be made such payments and allowances for the support or maintenance of any wife or child of such convict, or of any other relative dependent on him for support, as shall be specially authorised by any such justice or court aforesaid (who shall have power from time to time to authorise the same), or by any other court having competent jurisdiction to authorise the same, out of the income of such property, or (in case such income shall be insufficient for that purpose) out of the capital thereof; and every such interim curator shall be entitled to retain out of such property, or out of the income thereof, all his costs, charges, and expenses properly incurred in and about the discharge of his duties as such curator.

25. *Personal property may be sold by interim curator under special order.*] Any personal property of such convict may be sold and transferred by such interim curator by and with the authority of such justice or court as aforesaid, or of any other court having competent jurisdiction to order the same, but not otherwise; and such interim curator shall be accountable for the proceeds of any property so sold in the same manner as for such property while remaining unsold.

26. *Proceedings by or against interim curator not to abate if administrator is appointed.*] All proceedings at law or in equity duly instituted by or against any such interim curator may (in case of an administrator or a new interim curator being afterwards appointed) be continued by or against such administrator or such new interim curator without any abatement thereof, the appointment of such administrator or new interim curator being entered by way of suggestion on the record, or otherwise stated upon the proceedings, according to the practice of such court; and all acts lawfully done, and contracts lawfully made by such interim curator with respect to any property of such convict before the appointment of such administrator or such new interim curator shall be binding upon such administrator or such new interim curator after his appointment.

27. *Execution of judgments against convict provided for.*] All judgments or orders for the payment of money of any court of law or equity against such convict which shall have been duly recovered or made, either before or after his conviction, may be executed against any property of such convict under the care and management of any such interim curator as aforesaid, or in the hands of any person who may have taken upon himself the possession or management thereof without legal authority, in the same manner as if such property were in the possession or power of such convict; and all such judgments or orders may likewise be executed by writ of *scire facias* or otherwise, according to the practice of the court, against any such property which may be vested in any administrator of the property of such convict under the authority of this Act.

28. *Proceedings may be taken to make administrator or interim curator, &c., accountable before property reverts to convict.*] It shall be competent for her Majesty's Attorney-General, or other the chief law officer of the Crown for the time being in any part of her Majesty's dominions, or for any person who (if such convict were dead intestate) would be his heir-at-law, or entitled to his personal estate or any share thereof, under the Statutes of Distribution or otherwise, or for any person authorised by her Majesty's Attorney-General, or by such chief law officer as aforesaid, in that behalf, to apply in a summary way to any court which (if such convict were dead) would have jurisdiction to entertain a suit for the administration of his real or personal estate, to issue a writ of summons calling upon any administrator or interim curator of the property of such convict appointed under this Act, or any person who without legal authority shall have possessed himself of any part of the property of such convict, to account for his receipts and payments in respect of the property of such convict, in such manner as such court shall direct; and it shall be lawful for such court thereupon to issue such writ of summons, and to enforce obedience thereto, and to all orders and proceedings of such court consequent thereon, in the same manner as in any other case of process lawfully issuing out of such court; and such court shall thereupon have full power, jurisdiction, and authority to take all such accounts, and to make and give all such orders and directions as to it shall seem proper or necessary, for the purpose of securing the due and proper care, administration, and management of the property of such convict, and the due and proper application of the same, and of the income thereof, and the accumulation and investment of such balances, if any, as may from time to

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time remain in the hands of any such administrator or interim curator, or other person as aforesaid, in respect of such property; and so long as any such proceedings shall be pending in any such court, every such administrator or interim curator, or other person, shall act in the exercise of all powers vested in him under this Act, or otherwise in all respects as such court shall direct; and it shall be lawful for such court (if it shall think fit) to authorise and direct any act to be done by any such interim curator which might competently be done by an administrator duly appointed under this Act.

29. *Administrator, &c., to be accountable to convict when property reverts.*] Subject to the provisions of this Act, every such administrator, interim curator, and other person as aforesaid shall, from and after the time when such convict shall cease to be subject to the operation of this Act, be accountable to such convict for all property of such convict which shall have been by him possessed or received and not duly administered, in the same manner in which any guardian or trustee is now accountable to his ward or cestui que trust; but subject nevertheless and without prejudice to the administration and application of such property under and according to the powers of this Act.

30. *Property of convict acquired while lawfully at large not to be subject to the operation of this Act.*] Provided always, that no property acquired by a convict during the time which he shall be lawfully at large under any licence shall vest in any administrator appointed under this Act, but such convict shall be entitled thereto without any interference on the part of any administrator or interim curator appointed under this Act, and during the time last aforesaid the disabilities mentioned in the eighth section of this Act shall, as to such convict, be suspended.

31. *Judgment in cases of high treason.*] From and after the passing of this Act such portions of the Acts of the 30th year of George the 3rd, chapter 48, and the 54th year of George the 3rd, chapter 146, as enacts that the judgment required by law to be awarded against persons adjudged guilty of high treason shall include the drawing of the person on a hurdle to the place of execution, and, after execution, the severing of the head from the body, and the dividing of the body into four quarters, shall be and are hereby repealed.

32. *Saving of general law as to felony.*] Provided always, that nothing in this Act shall be deemed to alter or in anywise affect the law relating to felony in England, Wales, or Ireland, except as herein is expressly enacted.

33. *Extent of Act.*] This Act shall not apply to Scotland.

CAP. XXIV.

An Act for making further provision respecting the borrowing of money by the Metropolitan Board of Works. [4th July, 1870.

1. *Short titles and construction.*

2. *Composition for stamp on transfers of existing stock.*

3. *Composition for stamp on transfers of future stock.*

4. *Composition for stamp on transfers of terminable annuities.*

5. *Exemption of transfers from stamp.*

6. *Payment of composition, and recovery thereof.*

7. *Amendment of section* 11 *of former Act.*

8. *Alteration of reference as to stock certificates.*

CAP. XXV.

An Act to disfranchise certain voters of the City of Norwich. [4th July, 1870.

CAP. XXVI.

An Act to regulate the sale of poisons in Ireland. [14th July, 1870.

CAP. XXVII.

An Act for the protection of inventions exhibited at international exhibitions in the United Kingdom. [14th July, 1870.

1. *Short title.*

2. *Exhibition of new inventions not to prejudice patent rights.*

3. *Exhibition of designs not to prejudice right to registration.*

4. *Application of Act to international exhibitions in general.*

CAP. XXVIII.

An Act to amend the law relating to the remuneration of attorneys and solicitors. [14th July, 1870.

Whereas it is expedient to amend the law relating to the remuneration of attorneys and solicitors:

Be it enacted, &c.

Preliminary.

1. *Short title.*] This act may be cited as "The Attorneys' and Solicitors' Act, 1870."

2. *Extent of Act.*] This Act shall not extend to Scotland.

3. *Interpretation of terms.*] In the construction of this Act, unless where the context otherwise requires, the words following have the significations hereinafter respectively assigned to them; that is to say,

The words "attorney or solicitor" mean an attorney solicitor, or proctor, qualified according to the provisions of the Acts for the time being in force, relating to the admission and qualification of attorneys, solicitors or proctors:

"Person" includes a corporation:

"Client" includes any person who, as a principal or on behalf of another person, retains or employs, or is about to retain or employ, an attorney or solicitor, and any person who is or may be liable to pay the bill of an attorney or solicitor, for any services, fees, costs, charges, or disbursements.

Part I.—*Agreements between attorneys or solicitors and their clients.*

4. *The remuneration of attorneys and solicitors may be fixed by agreement. Amount payable under agreement not to be paid until allowed by taxing officer.*] An attorney or solicitor may make an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of any past or future services, fees, charges, or disbursements in respect of business done or to be done by such attorney or solicitor, whether as an attorney or solicitor or as an advocate or conveyancer, either by a gross sum, or by commission or per-centage, or by salary or otherwise, and either at the same or at a greater or at a less rate as or than the rate at which he would otherwise be entitled to be remunerated, subject to the provisions and conditions in this part of this Act contained: provided always, that when any such agreement shall be made in respect of business done or to be done in any action at law or suit in equity, the amount payable under the agreement shall not be received by the attorney or solicitor until the agreement has been examined and allowed by a taxing officer of a court having power to enforce the agreement; and if it shall appear to such taxing officer that the agreement is not fair and reasonable he may require the opinion of a court or a judge to be taken thereon by motion or petition, and such court or judge shall have power either to reduce the amount payable under the agreement or to order the agreement to be cancelled and the costs, fees, charges, and disbursements in respect of the business done to be taxed in the same manner as if no such agreement had been made.

5. *Saving of interests of third parties.*] Such an agreement shall not affect the amount of, or any rights or remedies for the recovery of, any costs recoverable from the client by any other person, or payable to the client by any other person, and any such other person may require any costs payable or recoverable by him to or from the client to be taxed according to the rules for the time being in force for the taxation of such costs, unless such person has otherwise agreed: provided always, that the client who has entered into such agreement shall not be entitled to recover from any other person under any order for the payment of any costs which are the subject of such agreement, more than the amount payable by the client to his own attorney or solicitor under the same.

6. *Agreements shall exclude further claims.*] Such an agreement shall be deemed to exclude any further claim of the attorney or solicitor beyond the terms of the agreement in respect of any services, fees, charges, or disbursements in relation to the conduct and completion of the business in reference to which the agreement is made, except such ser-

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vices, fees, charges, or disbursements, if any, as are expressly excepted by the agreement.

7. *Reservation of responsibility for negligence.*] A provision in any such agreement that the attorney or solicitor shall not be liable for negligence, or that he shall be relieved from any responsibility to which he would otherwise be subject as such attorney or solicitor, shall be wholly void.

8. *Examination and enforcement of agreements.*] No action or suit shall be brought or instituted upon any such agreement; but every question respecting the validity or effect of any such agreement may be examined and determined, and the agreement may be enforced or set aside, without suit or action, on motion or petition of any person, or the representative of any person, a party to such agreement, or being or alleged to be liable to pay, or being or claiming to be entitled to be paid, the costs, fees, charges, or disbursements in respect of which the agreement is made by the court in which the business, or any part thereof, was done, or a judge thereof, or if the business was not done in any court, then where the amount payable under the agreement exceeds fifty pounds, by any superior court of law or equity or a judge thereof, and where such amount does not exceed fifty pounds, by the judge of a county court which would have jurisdiction in an action upon the agreement.

9. *Improper agreements may be set aside.*] Upon any such motion or petition as aforesaid, if it shall appear to the court or judge that such agreement is in all respects fair and reasonable between the parties, the same may be enforced by such court or judge by rule or order in such manner and subject to such conditions, if any, as to the costs of such motion or petition as such court or judge may think fit; but if the terms of such agreement shall not be deemed by the court or judge to be fair and reasonable, the same may be declared void, and the court or judge shall thereupon have power to order such agreement to be given up to be cancelled, and may direct the costs, fees, charges and disbursements incurred or chargeable in respect of the matters included therein to be taxed in the same manner and according to the same rules as if such agreement had not been made; and the court or judge may also make such order as to the costs of and relating to such motion or petition, and the proceedings thereon, as to the said court or judge may seem fit.

10. *Agreements may be re-opened after payment in special cases.*] When the amount agreed for under any such agreement has been paid by or on behalf of the client, or by any person chargeable with or entitled to pay the same, any court or judge having jurisdiction to examine and enforce such an agreement may, upon application by the person who has paid such amount, within twelve months after the payment thereof, if it appears to such court or judge that the special circumstances of the case require the agreement to be re-opened, re-open the same, and order the costs, fees, charges, and disbursements to be taxed, and the whole or any portion of the amount received by the attorney or solicitor to be repaid by him, on such terms and conditions as to the court or judge may seem just.

Where any such agreement is made by the client in the capacity of guardian, or of trustee under a deed or will, or of committee of any person or persons whose estate or property will be chargeable with the amount payable under such agreement, or with any part of such amount, the agreement shall before payment be laid before the taxing officer of a court having jurisdiction to enforce the agreement, and such officer shall examine the same, and may disallow any part thereof, or may require the direction of the court or a judge to be taken thereon by motion or petition; and if in any such case the client pay the whole or any part of the amount payable under the agreement without the previous allowance of such officer or court or judge as aforesaid, he shall be liable at any time to account to the person whose estate or property is charged with the amount paid, or with any part thereof, for the amount so charged; and if in any such case the attorney or solicitor accept payment without such allowance, any court which would have had jurisdiction to enforce the agreement may, if it think fit, order him to refund the amount so received by him under the agreement.

11. *Prohibition of certain stipulations.*] Nothing in this Act contained shall be construed to give validity to any purchase by an attorney or solicitor of the interest, or any part of the interest, of his client in any suit, action, or other contentious proceeding to be brought or maintained, or to give validity to any agreement by which an attorney or solicitor retained or employed to prosecute any suit or action, stipulates for payment only in the event of success in such suit, action, or proceeding.

12. *Not to give validity to contracts, &c., which may be void in bankruptcy.*] Nothing in this Act contained shall give validity to any disposition, contract, settlement, conveyance, delivery, dealing, or transfer, which may be void or invalid against a trustee or creditor in bankruptcy, arrangement, or composition, under the provisions of the laws relating to bankruptcy.

13. *Provision in case of death or incapacity of the attorney.*] Where an attorney or solicitor has made an agreement with his client in pursuance of the provisions of this Act, and anything has been done by such attorney or solicitor under the agreement, and before the agreement has been completely performed by him, such attorney or solicitor dies or becomes incapable to act, an application may be made to any court which would have jurisdiction to examine and enforce the agreement by any party thereto, or by the representatives of any such party, and such court shall thereupon have the same power to enforce or set aside such agreement, so far as the same may have been acted upon, as if such death or incapacity had not happened; and such court, if it shall deem the agreement to be in all respects fair and reasonable, may order the amount due in respect of the past performance of the agreement to be ascertained by taxation, and the taxing officer in ascertaining such amount shall have regard so far as may be to the terms of the agreement, and payment of the amount found to be due may be enforced in the same manner as if the agreement had been completely performed by the attorney or solicitor.

14. *As to change of attorney after agreement.*] If, after any such agreement as aforesaid shall have been made, the client shall change his attorney or solicitor before the conclusion of the business to which such agreement shall relate (which he shall be at liberty to do notwithstanding such agreement), the attorney or solicitor, party to such agreement, shall be deemed to have become incapable to act under the same within the meaning of section thirteen of this Act, and upon any order being made for taxation of the amount due to such attorney or solicitor in respect of the past performance of such agreement, the court shall direct the taxing master to have regard to the circumstance under which such change of attorney or solicitor has taken place; and upon such taxation, the attorney or solicitor shall not be deemed entitled to the full amount of the remuneration agreed to be paid to him unless it shall appear that there has been no default, negligence, improper delay, or other conduct on his part affording reasonable ground to the client for such change of attorney or solicitor.

15. *Agreement shall be exempt from taxation.*] Except as in this part of this Act provided, the bill of an attorney or solicitor for the amount due under an agreement made in pursuance of the provisions of this Act shall not be subject to any taxation, nor to the provisions of the 6th & 7th Victoria, chapter 73, and the Acts amending the same, respecting the signing and delivery of the bill of an attorney or solicitor.

Part II.—*General provisions.*

16. *Security may be taken for future costs.*] An attorney or solicitor may take security from his client for his future fees, charges, and disbursements, to be ascertained by taxation or otherwise.

17. *Interest may be allowed on taxations in respect of disbursements and advances.*] Subject to any general rules or orders hereafter to be made upon every taxation of costs, fees, charges, or disbursements, the taxing officer may allow interest at such rate and from such time as he thinks just, on moneys disbursed by the attorney or solicitor for his client, and on moneys of the client in the hands of the attorney or solicitor, and improperly retained by him.

18. *Taxing officer to have regard to character of services.*] Upon any taxation of costs, the taxing officer may, in determining the remuneration, if any, to be allowed to the attorney or solicitor for his services, have regard, subject to any general rules or orders hereafter to be made, to the skill, labour, and responsibility involved.

19. *Revival of order for payment of costs.*] Whenever any decree or order shall have been made for payment of costs

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in any suit, and such suit shall afterwards become abated, it shall be lawful for any person interested under such decree or order to revive such suit, and thereupon to prosecute and enforce such decree or order, and so on from time to time as often as any such abatement shall happen.

20. *Power to attorneys, &c. to perform acts as appertain to office of proctor.*] From and after the passing of this Act, it shall be lawful for an attorney or solicitor to perform all such acts as appertain solely to the office of a proctor, in any ecclesiastical court other than the provincial courts of the Archbishops of Canterbury and of York, and the diocesan court of the Bishop of London, without incurring any forfeiture or penalty, and to make the same charges which a proctor would be entitled to make, and to recover the same, any enactment or enactments to the contrary notwithstanding.

CAP. XXIX.

An Act to amend and continue "The Wine and Beerhouse Act, 1869." [14th July, 1870.

Be it enacted, &c.

1. *Short title.*] This Act may be cited as "The Wine and Beerhouse Act Amendment Act, 1870."

2. *Extent of Act.*] This Act shall not extend to Scotland or Ireland.

3. *Interpretation of terms.*] In this Act the words "the principal Act" mean the Wine and Beerhouse Act, 1869, and the word "sweets" includes sweets, made wines, mead, and metheglin.

4. *Amendment of provisions of principal Act as to grants durations, and transmissions of certificates.*] The provisions of the principal Act, with reference to the grant, duration, and transmission of certificates, shall be amended as follows, that is to say:—

(1.) The 7th section of the principal Act shall be read as if for the words "constable or peace officer acting within such parish, township, or place," there were substituted the words "the superintendent of police of the district," and the notice required by that section to be given to any overseer or constable may be served by a registered letter through the post.

(2.) Where a certificate is now required to be signed by a majority of justices, it shall be sufficient, if, instead of such signature, the concurrence of such majority be signified by means of an impression from an official seal or stamp, in such form as the justices may direct, affixed in the presence of the justices in sessions assembled, and verified in the case of each certificate by the signature of their clerk. Any seal purporting to be so affixed and verified shall be received in evidence without further proof; and if any unauthorised person imitate or affix an impression of such seal on any certificate or imitation of a certificate, or knowingly use a certificate, or imitation of a certificate, falsely purporting to be sealed in pursuance of this section, he shall be guilty of forgery:

(3.) For every certificate granted by way of renewal under the principal Act or this Act, there shall be payable to the clerk of the justices the sum of four shillings for all matters to be done by such clerk, and one shilling for the constable or officer for service of notices; and if any clerk or justices demand or receive any greater or further fee or payment in respect of any such renewal, whether for himself or for any other officer or person, he shall, upon summary conviction, be liable to a penalty of five pounds:

(4.) It shall be in the discretion of the justices to whom an application for a transfer is made, either to allow or refuse the application, or to adjourn the consideration thereof:

(5.) The proviso of the 5th section of the principal Act, and the 9th section of the principal Act shall be repealed, and, subject to the provisions of this section, all the provisions of the Act of the 9th year of George IV, chapter 61, and Acts amending the same, relating to the time for which justices' licences are to be in force, and relating to the fees payable for such licences, and relating to the transfer, removal, and transmission of such licences, and the grant of licences upon assignment, death, change of occupancy, or other contingency, and relating to copies of such licences, and relating to grants or transfers of such licences, without the attendance of an applicant who is hindered by sickness, infirmity, or other reasonable cause, shall have effect with regard to certificates granted or to be granted under the principal Act and this Act.

5. *Provisions as to convictions against the principal Act and this Act.*] The provisions of the 17th and 19th sections of the principal Act as to convictions shall extend to convictions for offences against the principal Act or this Act: provided always that the period of three years shall be substituted for the period of five years named in clause 17 of the said Act.

6. *Provision as to certain offences.*] Where, by the principal Act, or any other Act or Acts, a person licensed to retail beer, cider, or wine, not to be consumed on the premises, is subject to any penalty or forfeiture for taking, or for authorising or suffering to be taken, any beer, cider, or wine, out of such premises for the purpose of being for his benefit or profit drunk or consumed on or in other premises or places with intent to evade the provisions of any Act, or the conditions of his licence, he shall be subject to the like penalties and forfeitures for taking, or authorising or suffering to be taken, any beer, cider, or wine out of his premises, for the purpose of being for his benefit or profit drunk or consumed on or in any place, whether enclosed or not, and whether or not a public thoroughfare, with intent to evade the provisions of any such Act, or the conditions of his licence.

The 15th section of the principal Act shall be read as if after the word "house" there were inserted the words "by any person other than a servant or inmate of such house."

The 16th section of the principal Act shall be read as if for the words "convicted of keeping his house open," there were substituted the words "convicted of opening or of keeping open his house."

Any constable or officer of police who finds any person present in a house licensed for the sale of any exciseable or distilled or fermented liquor at a time when such house is by law required to be closed, may demand the name and address of such person; and if any such person when so required refuse to give his name and address, or give a false name or address, he shall be liable on summary conviction to a penalty not exceeding forty shillings; and any person who when so required refuses or neglects to give his name or address, may be apprehended by such constable or officer, and detained until he can be carried before a justice of the peace.

7. *Provision as to existing licences.*] The 19th section of the principal Act shall extend to licences granted by way of renewal from time to time of licences in force on the 1st day of May, 1869, whether such licences continue to be held by the same person or have been or may be transferred to any other person or persons.

The second and third provisoes of the said 19th section of the principal Act shall be read as if production of the certificate and record of convictions on the certificate were therein referred to instead of production of the licence and record of convictions on the licence, and as if for the expressions "two justices" and "justices" respectively, there were substituted the words "justice or justices."

Where a conviction is recorded on a certificate, in pursuance of the principal Act as amended by this Act, the clerk to the convicting justices shall also make and keep a record of such conviction, and of the fact that it has been recorded on the certificate.

Where a conviction of any person has, before the passing of this Act, been recorded on a licence in pursuance of the principal Act, or on a certificate in pursuance of this Act, the justices to whom such person applies for a renewal of his certificate shall cause such conviction to be recorded on the renewed certificate.

Any record of a conviction upon a licence or certificate and also any copy of a record of a conviction made or kept by a clerk to the convicting justices, if such copy purport to be signed by the clerk by whom the record was made or is kept, shall for all purposes be sufficient evidence of such conviction, and of the fact that it was recorded on the licence or certificate.

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8. *Regulation as to closing of houses, &c.*] Where any person is required by law to close any house or place for the sale or consumption in any manner of any exciseable, distilled, or fermented liquor during any days or times, subject in case of default to any penalties, he shall, subject in case of default to the like penalties, close such house or place during the same days or times for the sale or consumption of all other liquors, and of all articles whatsoever, notwithstanding any Act, law, licence, or certificate under authority whereof he might otherwise keep open such house or place for the sale or consumption of any such other liquor or article.

9. *Avoidance of licences upon refusal to renew certificate.*] Where renewal of any certificate granted under the principal Act is refused, any licence held under authority thereof shall, if the person aggrieved do not give notice of appeal with the requisite security in that behalf within the time limited for such notice, or if such notice having been given the appeal be not prosecuted or be dismissed, become void to all intents from the time of such failure to give notice of or to prosecute the appeal of such dismissal, as the case may be: provided that where the excise licence shall expire before the appeal has been heard and determined, the appellant shall be permitted to carry on and exercise the trade or business on such terms as the commissioners of inland revenue shall direct until the appeal shall have been heard and determined or withdrawn, and no longer.

10. *As to beer dealer's additional retail licence.*] A certificate for an additional licence to the holder of a strong beer dealer's licence to retail beer under the provisions of the 26th and 27th of her Majesty, chapter 33, shall not after the passing of this Act, except by way of renewal from time to time of a certificate in force at the time of the passing of this Act, be granted unless upon the like proof of qualification according to rating as is required in the case of licences to retail beer for consumption on the premises under the provisions of the Acts recited in the principal Act for permitting the general sale of beer and cider by retail in England.

11. *Power to justices to postpone applications for renewals.*] Where any applicant for the grant or renewal of a certificate has, through inadvertence or misadventure, failed to comply with any of the preliminary requirements of the principal Act or this Act, or any Act incorporated therewith, the justices may, if they shall so think fit, and upon such terms as they think proper, postpone the consideration of the application to an adjourned meeting, and if at such adjourned meeting the justices shall be satisfied that such terms have been complied with, they may proceed to grant or withhold such certificate as if the preliminary requirements of the principal Act had been complied with.

12. *Limit of mitigation of penalties.*] Where any person holding a certificate under the principal Act is convicted of any offence against the said Act, or this Act, or against any of the Acts recited or mentioned in the principal Act, or against the tenor or conditions of any licence held by him under a certificate granted in pursuance of the principal Act, it shall not be lawful for the justices before whom he is convicted to mitigate or reduce the penalty for such offence to a less sum than twenty shillings: provided that nothing herein contained shall extend to authorise the mitigation or reduction of any penalty, whether of excise or police, to a less sum than the minimum to which the same may, under the provisions of any other Acts be mitigated or reduced.

13. *Houses licensed to retail sweets.*] All the provisions of the Act of the 18th and 19th of her Majesty, chapter 118, for authorising the entry by constables into houses or places of public resort for the sale of fermented or distilled liquors, shall extend to authorise such entry on all days and at any time into any house or place in which any person sells exciseable liquors or sweets by retail under any licence in that behalf, whether the same are sold for consumption on the premises or otherwise.

14. *Persons convicted of felony disqualified from selling spirits by retail.*] Every person convicted of felony shall for ever be disqualified from selling spirits by retail, and no licence to sell spirits by retail shall be granted to any person who shall have been so convicted as aforesaid, and if any person shall, after having been so convicted as aforesaid, take out or have any licence to sell spirits by retail, the same shall be void to all intents and purposes; and every person who, after being so convicted as aforesaid, shall sell any spirits by retail in any manner whatever shall incur the penalty for doing so without a licence.

15. *Visitation of suspected houses.*] Where an information on oath is made before any justice of the peace that there is reasonable ground for believing that any fermented, distilled, or exciseable liquors or sweets are being unlawfully sold or kept for sale at any premises or place for the retail whereat of fermented, distilled, or exciseable liquors or sweets no licence is in force, such justice may in his discretion grant a warrant under his hand to any superintendent, inspector sergeant, or other officer or officers of police, by virtue whereof it shall be lawful for the officer or officers named in the warrant at any time or times within one month from the date thereof to enter, and if need be by force, the premises or place named in the warrant, and every part thereof, and to search for and seize any fermented, distilled, or exciseable liquors or sweets there found which there is reasonable ground to suppose are in such premises or place for the purpose of unlawful sale at such or any other premises or place; and if any person, by himself or by any other person acting by or with his direction, permission, or consent, refuse or neglect to admit to any part of any such premises or place any officer or person demanding admittance in pursuance of the provisions of this section, he shall be liable upon summary conviction to a penalty not exceeding twenty pounds.

Any liquor seized in pursuance of the provisions of this section shall be sold in such manner as two justices in petty sessions may direct, and the proceeds shall be applied in the same manner as penalties summarily imposed by the same justices for sale without a licence might be applied.

16. *Sect. 6. of 5 G. 4. c. 54., sect. 2. of 6. G. 4, c. 81., and sect. 6. of 13 & 14 Vict. c. 67., so far as relates to brewers' retail licences, repealed.*] From the passing of this Act so much of the Acts of the fifth of George the Fourth, chapter fifty-four, sixth George the Fourth, chapter eighty-one, and thirteenth and fourteenth of Her Majesty, chapter sixty-seven, as authorises the grant to brewers of beer of brewers' licences to retail beer not to be consumed on the premises where sold, shall be repealed, and no such licence shall be granted after the passing of this Act, whether to a new applicant or by way of renewal: provided that a person who at the passing of this Act holds any such licence shall continue to be subject to all the like regulations and conditions, so long as such licence remain in force, and shall be subject to the like penalties for breach of any such regulations and conditions committed while such licence remains in force as if this Act had not been passed.

17. *Duration of the principal Act and of this Act.*] The principal Act shall be continued and be in force, and this Act shall be in force for two years from the date of the passing of this Act, and until the end of the then next session of Parliament.

CAP. XXX.

An Act to abolish attachment of wages.

[14th July, 1870.

Whereas by an order in council made on the 18th day of November 1867, certain of the provisions of the Common Law Procedure Act, 1854, were extended and applied to all the courts of record established under the provisions of the County Courts Act, 1846, and also to the City of London courts of record as constituted by the County Courts Act, 1867:

And whereas much inconvenience has arisen by the attachment of wages to satisfy judgments recovered in some of such first-mentioned courts, and it is expedient to prevent the attachment of wages to satisfy judgments recovered in any court of record or inferior court:

Be it enacted, &c.

1. *No order of attachment of wages after passing of Act.*] That after the passing of this Act no order for the attachment of the wages of any servant, labourer, or workman shall be made by the judge of any court of record or inferior court.

2. *Short title.*] That this Act may be cited as the Wages Attachment Abolition Act, 1870.

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CAP. XXXI.

An Act to apply the sum of nine million pounds out of the Consolidated Fund to the service of the year ending the thirty-first day of March, one thousand eight hundred and seventy-one. [1st August, 1870.

CAP. XXXII.

An Act to grant certain duties of customs and inland revenue, and to repeal and alter other duties of customs and inland revenue. [1st August, 1870.

CAP. XXXIII.

An Act to amend the Acts relating to the export of unseasonable salmon. [1st August, 1870.

CAP. XXXIV.

An Act to amend the law as to the investment on real securities of trust funds held for public and charitable purposes. [1st August, 1870.

Whereas it is expedient to amend the law relating to the investment on real securities of trust funds held for public and charitable purposes:

Be it enacted, &c.

1. *Corporations and trustees holding money in trust for any public or charitable purpose may invest the same in real securities.*] It shall be lawful for all corporations and trustees in the United Kingdom holding moneys in trust for any public or charitable purpose to invest such moneys in any real security authorised by or consistent with the trusts on which such moneys are held, without being deemed thereby to have acquired or become possessed of any land within the meaning of the laws relating to mortmain, or of any prohibition or restraint against the holding of land by such corporations or trustees contained in any charter or Act of Parliament; and no contract for or conveyance of any interest of land made bona fide for the purpose only of such security shall be deemed void by reason of any non-compliance with the conditions and solemnities required by an Act passed in the 9th year of King George the Second, intituled "An Act to restrain the disposition of lands whereby the same become unalienable."

2. *Proviso for cases in which the equity of redemption of the premises may be barred or released.*] Provided always, that in every case in which the equity of redemption of the premises comprised in any such security shall become liable to foreclosure, or otherwise barred or released, the same shall be thenceforth held in trust to be sold and converted into money, and shall be sold accordingly; and if any decree shall be made in any suit for the purpose of redeeming or enforcing such security, such decree shall direct a sale (in default of redemption) and not a foreclosure of such premises.

3. *Interpretation of terms.*] The words "real security" in this Act shall include all mortgages or charges, legal or equitable, of or upon lands or hereditaments of any tenure or of or upon any estate or interest therein or any charge or encumbrance thereon; and the word "conveyance" shall include all grants, releases, transfers, assignments, appointments, assurances, orders, surrenders, and admissions whatsoever operating to pass or vest any estate or interest, at law or in equity, in the premises comprised in any real security.

CAP. XXXV.

An Act for the better apportionment of rents and other periodical payments. [1st August, 1870

Whereas rents and some other periodical payments are not at common law apportionable (like interest on money lent) in respect of time, and for remedy of some of the mischiefs and inconveniences thereby arising divers statutes have been passed in the 11th year of the reign of his late Majesty King George the Second (chapter 19), and in the session of Parliament holden in the 4th and 5th years of his late Majesty King William the Fourth (chapter 22), and in the session of Parliament held in the 6th and 7th years of his late Majesty King William the Fourth (chapter 71), and in the session of Parliament held in the 14th and 15th years of her present Majesty (chapter 25), and in the session of Parliament held in the 23rd and 24th years of her present Majesty (chapter 154):

And whereas it is expedient to make provision for the remedy of all such mischiefs and inconveniences:

Be it therefore enacted, &c.

1. *Short title.*] This Act may be cited for all purposes as "The Apportionment Act, 1870."

2. *Rents, &c. to accrue from day to day and be apportionable in respect of time.*] From and after the passing of this Act all rents, annuities, dividends, and other periodical payments in the nature of income (whether reserved or made payable under an instrument in writing or otherwise) shall, like interest on money lent, be considered as accruing from day to day and shall be apportionable in respect of time accordingly.

3. *Apportioned part of rent, &c. to be payable when the next entire portion shall have become due.*] The apportioned part of any such rent, annuity, dividend, or other payment shall be payable or recoverable in the case of a continuing rent, annuity, or other such payment when the entire portion of which such apportioned part shall form part shall become due and payable, and not before, and in the case of a rent, annuity, or other such payment determined by re-entry, death, or otherwise when the next entire portion of the same would have been payable if the same had not so determined and not before.

4. *Persons shall have the same remedies for recovering apportioned parts as for entire portions. Proviso as to rents reserved in certain cases.*] All persons and their respective heirs, executors, administrators, and assigns, and also the executors, administrators, and assigns respectively of persons whose interests determine with their own deaths, shall have such or the same remedies at law and in equity for recovering such apportioned parts as aforesaid when payable (allowing proportionate parts of all just allowances) as they respectively would have had for recovering such entire portions as aforesaid if entitled thereto respectively: provided that persons liable to pay rents reserved out of or charged on lands or other hereditaments of any tenure, and the same lands or other hereditaments, shall not be resorted to for any such apportioned part forming part of an entire or continuing rent as aforesaid specifically, but the entire or continuing rent, including such apportioned part, shall be recovered and received by the heir or other person who, if the rent had not been apportionable under this Act, or otherwise, would have been entitled to such entire or continuing rent, and such apportioned part shall be recoverable from such heir or other person by the executors or other parties entitled under this Act to the same by action at law or suit in equity.

5. *Interpretation of terms.*] In the construction of this Act—

The word "rents" includes rent service, rent charge, and rent seck, and also tithes and all periodical payments or renderings in lieu of or in the nature of rent or tithe.

The word "annuities" includes salaries and pensions.

The word "dividends" includes (besides dividends strictly so called) all payments made by the name of dividend, bonus, or otherwise out of the revenue of trading or other public companies, divisible between all or any of the members of such respective companies, whether such payments shall be usually made or declared at any fixed times or otherwise; and all such divisible revenue shall, for the purposes of this Act, be deemed to have accrued by equal daily increment during and within the period for or in respect of which the payment of the same revenue shall be declared or expressed to be made, but the said word "dividend" does not include payments in the nature of a return or reimbursement of capital.

6. *Act not to apply to policies of assurance.*] Nothing in this Act contained shall render apportionable any annual sums made payable in policies of assurance of any description.

7. *Nor where stipulation made to the contrary.*] The provisions of this Act shall not extend to any case in which it is or shall be expressly stipulated that no apportionment shall take place.

CAP. XXXVI.

An Act to amend "The Cattle Disease Act (Ireland), 1866." [1st August, 1870.

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CAP. XXXVII.

An Act to enable the senior magistrate of populous places in Scotland to act ex officio as a justice of the peace and commissioner of supply for the county in which the said populous place is situated. [1st August, 1870.

CAP. XXXVIII.

An Act to disfranchise the boroughs of Sligo and Cashel. [1st August, 1870.

CAP. XXXIX.

An Act to facilitate transfers of ecclesiastical patronage in certain cases. [1st August, 1870.

Be it enacted, &c.

1. *Provisions of* 3 & 4 *Vict. c.* 113, *s.* 73, 4 & 5 *Vict. c.* 39, *s.* 22, 31 & 32 *Vict. c.* 114, *s.* 12, *to authorise transfer of any advowson.*] The powers and provisions contained in the 73rd section of the Act of the 3rd and 4th years of her Majesty, chapter 113, in the 22nd section of the Act of the 4th and 5th years of her Majesty, chapter 39, and in the 12th section of the Act of the 31st and 32nd years of her Majesty, chapter 114, shall be held to authorise the transfer, by the process and with the consents therein mentioned, of the ownership of any advowson or other right of patronage in any spiritual preferment, or any estate or interest in the same, provided always, that it shall appear to the Ecclesiastical Commissioners for England, and shall be so stated in the scheme submitted by them to her Majesty in Council for effecting such transfer, that the same transfer will tend to make better provision for the cure of souls in the parish or district in or in respect of which the right of patronage or advowson arises or exists: and provided always, that such transfer may take effect as from or to any ecclesiastical corporation, aggregate or sole, notwithstanding any statute of mortmain.

CAP. XL.

An Act for authorising a guarantee of a loan to be raised by the Government of New Zealand for the construction of roads, bridges, and communications in that country, and for the introduction of settlers into that country. [1st August, 1870.

CAP. XLI.

An Act for raising the sum of one million three hundred thousand pounds by Exchequer Bonds for the service of the year ending on the thirty-first day of March, one thousand eight hundred and seventy-one. [1st August, 1870.

CAP. XLII.

An Act to empower magistrates and town councils of burghs in Scotland to abolish petty customs and to levy a rate in lieu thereof. [1st August, 1870.

CAP. XLIII.

An Act to alter certain duties of customs upon refined sugar in the Isle of Man. [1st August, 1870.

CAP. XLIV.

An Act to declare the stamp duty chargeable on certain leases. [1st August, 1870.

Whereas it was decided on the 21st day of January, 1870, by her Majesty's Court of Exchequer, on the hearing of an appeal from the determination of the Commissioners of Inland Revenue on a question relating to stamp duty, that a certain lease made in consideration of a yearly rent thereby reserved, and in further consideration of a covenant by the lessee to complete unfinished houses which were at the date of the lease standing upon the demised land, was chargeable, according to the proper construction of the 16th section of an Act passed in the 17th and 18th years of her Majesty's reign, chapter 83, as if it were a separate lease made for such further consideration alone, with the stamp duty of 35s., in addition to the ad valorem duty with which it was chargeable in respect of the yearly rent:

And whereas it is considered that the principle of the said decision is applicable to every lease made on or since the 10th day of October, 1854, being the day on which the said Act came into operation, for any consideration or considerations in respect whereof it is chargeable with ad valorem duty, and in further consideration either of a covenant by the lessee to make or of his having previously made any substantial improvement of or addition to the property demised to him:

And whereas it was generally considered, previously to the said decision, that such leases as are hereinbefore described were not chargeable with the said additional duty:

And whereas it is expedient that the holders of any such leases made previously to the passing of this Act should be relieved from the payment of the said additional duty, and that such leases should not in future be chargeable with such additional duty:

Be it enacted, &c.

1. *As to stamps on leases.*] No lease already made or hereafter to be made for any consideration or considerations in respect whereof it is chargable with ad valorem stamp duty, and in further consideration either of a covenant by the lessee to make or of his having previously made any substantial improvement of or addition to the property demised to him, or of any usual covenant, shall be deemed to be or to have been chargeable with any stamp duty in respect of such further consideration.

CAP. XLV.

An Act for establishing a district registrar of the High Court of Admiralty in England at Liverpool. [1st August, 1870.

Whereas a large proportion of the entire business now transacted in each year before the High Court of Admiralty of England consists of suits arising from the port of Liverpool:

And whereas it would tend to increase the despatch and to lessen the expense of admiralty suits if a registry of the said High Court of Admiralty were established at Liverpool:

Be it enacted, &c.

1. *Short title.*] This Act may be cited for all purposes as the Liverpool Admiralty District Registrar's Act, 1870.

2. *Power to establish Court of Admiralty in Liverpool.*] There shall be established in Liverpool a registry of the High Court of Admiralty, and it shall be lawful for her Majesty from time to time by order in council to fix the imits of such registry.

3. *Power to appoint registrar, clerks, and officers.*] There shall be a registrar for such district, and such clerks and officers as the judge of the High Court of Admiralty, with the concurrence of the Commissioners of her Majesty's Treasury, shall consider necessary, but no such registrar, clerk, or other officer shall be entitled to claim any compensation in case his office shall at any time be abolished.

4. *Registrar, clerks, and other officers to be appointed by judge.*] The Liverpool district registrar shall be appointed by the judge, with the approval of the Lord High Admiral of the United Kingdom of Great Britain and Ireland for the time being, or of the Lords Commissioners for executing the office of Lord High Admiral, as the case may be. Such clerks and other officers as aforesaid shall be appointed by the judge.

5. *To hold office during good behaviour.*] The Liverpool district registrar and such clerks and other officers as aforesaid may respectively be removed by the judge for inability or misbehaviour.

6. *Qualification of registrar.*] No person shall be appointed Liverpool district registrar unless he shall have been in practice as an advocate or barrister, proctor, attorney, or solicitor, for a period of ten years.

7. *Registrar not to practise as attorney in his district.*] It shall not be lawful for the Liverpool district registrar, during the time he shall hold and exercise his office, either directly or indirectly by himself, his partners, clerk, or other person, to practise in his district of the said court, either as barrister or as attorney originally retained or as agent for any other attorney, nor to participate in any costs payable to any attorney in respect of any business done or suit or matter instituted or prosecuted in the district re-

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gistry; and the Liverpool district registrar being proved to the satisfaction of the said judge of the Court of Admiralty to have so practised, or to have participated in any costs as aforesaid, contrary to the meaning and intent of this Act, shall be deemed to have committed and shall be punishable as and for a contempt of court, and shall be liable to dismissal from his office.

8. *Powers of registrar.*] The Liverpool district registrar shall have and exercise, in respect of any matter in his registry, all powers held or exercised by the registrar of the High Court of Admiralty of England, by virtue of this or of any former Act or rule.

9. *Where suits to be instituted.*] Any suit may be instituted—

(1.) In the Liverpool district registry, when the ship or property, the subject of the suit, is at the time of the institution of the suit within the district of such registry;

(2.) Or when the owner or owners of the ship or property, or the owner or owners of the larger number of shares in the ship, or the managing owner, or ship's husband, reside at the time of the institution of the suit within the district of such registry;

(3.) Or when the port of registry of the ship is within the district of such registry;

(4.) Or when the parties so agree by a memorandum signed by them or their attorneys or agents;

Provided always, that when a suit has been instituted in the Liverpool district registry, no further suit shall be instituted against the same property in the principal registry without leave of the judge, and subject to such terms, as to costs and otherwise, as he may direct.

10. *Appeal.*] An appeal may be made to the High Court of Admiralty of England from a final decree or order of the Liverpool district registrar, and by permission of the Liverpool district registrar or of the judge from any interlocutory decree or order therein, on security for costs being first given, and subject to such other provision as general orders shall direct.

11. *Power to registrar to summon nautical assessors.*] On the trial of any admiralty cause subsisting in the Liverpool district registry, before the registrar of such district, it shall be lawful for such registrar, if he shall think fit, and he shall, upon the request of either party, summon to his assistance, in such manner as general orders shall direct, two nautical assessors, and such nautical assessors shall attend and assist accordingly.

12. *List of persons qualified to act as nautical assessors to be published in London Gazette.*] The Liverpool district registrar shall from time to time frame a list of persons of nautical skill and experience, residing or having places of business within the district, to act as assessors in that district, to be approved by the judge, before whom the same shall be laid by the Liverpool district registrar, and without whose approval it shall have no validity, and shall cause the list, when so approved, to be published in the London Gazette, and in at least one Liverpool newspaper.

13. *Removal of suits or appeal.*] Any party to a suit or to an appeal, at any stage of such suit or appeal, may, by the leave of the court, and subject to such terms as to costs or otherwise as the court may direct, remove any such suit instituted or any such appeal pending in the principal registry to the Liverpool district registry, and any suit instituted or appeal pending in the Liverpool district registry to the principal registry.

14. *Scale of costs to be prescribed.*] A scale of costs and charges in admiralty causes in the Liverpool district registry, and of fees to be taken in the Liverpool district registry shall be prescribed by general orders.

15. *Application of fees.*] All fees received in the Liverpool district registry shall be applied in the first instance in the payment of such office expenses and salaries of the clerks employed therein, and in payment to the registrar of such remuneration in lieu of salary as may be determined by general orders; and all such fees shall be accounted for by the Liverpool district registrar, and the surplus, if any, paid over by him to the Commissioners of her Majesty's Treasury at such period and in such manner as the commissioners may direct.

16. *General orders for regulating practice, &c., to be made.*] General orders shall be from time to time made under this Act for the purposes in this Act directed, and for regulating the practice and procedure in the Liverpool district registry, the duties of the registrar and officers thereof, and the fees to be taken therein.

17. *By whom to be made.*] General orders under this Act shall be made by the judge of the High Court of Admiralty of England, subject to the approval of her Majesty's Treasury, in all matters relating to the number of officers of or persons employed in the Liverpool district registry, their salaries or emoluments, and to the scale of fees to be taken at the said registry.

18. *If salaries paid by Parliament, fees shall be collected by stamps.*] If at any time such salaries or emoluments are paid out of moneys provided by Parliament, the Lord Chancellor and the said Commissioners may direct that the fees shall be collected by means of stamps, under the provisions of the Public Offices Fees Act, 1866.

19. *Act not to abridge power of registrar of High Court of Admiralty.*] Nothing in this Act contained shall in any way abridge or lessen the power of the registrar of the High Court of Admiralty in England within the district of the Liverpool registry.

CAP. XLVI.

An Act to amend the law relating to the occupation and ownership of land in Ireland.

[1st August, 1870.

1. *Legality of Ulster tenant-right custom.*

2. *Legality of tenant custom other than Ulster custom.*

3. *Compensation in absence of custom.*

4. *Compensation in respect of improvements. Exception of certain improvements. Exception of certain tenancies.*

5. *Presumption in respect of improvements.*

6. *Permissive registration of improvements.*

7. *Compensation in respect of payment to incoming tenant.*

8. *Compensation in respect of crops.*

9. *Limitation as to disturbance in holding.*

10. *Exception in case of lands required for labourers' cottages.*

11. *Derivative title of tenant.*

12. *Partial exemption of certain tenancies.*

13. *Restriction as to compensation in certain cases of assignment.*

14. *Eviction in certain cases not to be deemed a disturbance.*

15. *Exemption of certain lands.*

16. *Proceedings by tenant in respect of claims.*

17. *Proceedings by landlord in respect of claims.*

18. *Equities between landlord and tenant.*

19. *Order of Court to be in writing, &c.*

20. *Provision in case of derivative estates in the same holding.*

21. *Restriction on eviction of tenant.*

22. *Court to mean Civil Bill Court or Court of Arbitration.*

23. *Civil Bill Court.*

24. *Appeal from Civil Bill Court.*

25. *Court of Arbitration.*

26. *Interpretation of "limited owner."*

27. *Agreement by limited owner.*

28. *Power of limited owner to grant leases.*

29. *Effect of lease by limited owner.*

30. *Leasing powers of Act to be cumulative.*

31. *Rules for carrying first part of Act into effect.*

32. *Application to "the Court" for sale to tenant of holding.*

33. *Restrictions on sale of holding.*

34. *As to the sale of holding by the Court.*

35. *Estate of purchaser to be free from incumbrances.*

36. *Certain charges not incumbrances.*

37. *As to the distribution of purchase money.*

38. *Costs of sale.*

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39. *Costs of distribution of purchase money.*

40. *General powers of Court in conduct of sale of land.*

41. *Rules for carrying second part of this Act into effect.*

42. *Advances to landlords for compensation for improvements.*

43. *Advances to landlords for improvement of waste lands.*

44. *Advances to tenants for purchase of holdings.*

45. *Advances to tenants for purchases of holdings in Landed Estates Court.*

46. *Landed Estates Court to afford facilities for purchases by occupying tenants.*

47. *Advances to facilitate purchases of entire estates.*

48. *Advances charged on estate by way of annuity.*

49. *Recovery of annuity.*

50. *Arrears of annuity.*

51. *Power of owner to redeem annuity.*

52. *Power of Board to commute and compromise.*

53. *Control of Board by Treasury, &c.*

54. *As to issues of moneys to the Board by Treasury.*

55. *Repayment to Consolidated Fund of moneys advanced.*

56. *Duty of Civil Bill Court as to charging orders.*

57. *Stamp duty on notice to quit.*

58. *Regulations as to notice to quit.*

59. *Administration on death of tenant.*

60. *Provision as to married women.*

61. *Provision as to other persons under disability.*

62. *Additional sittings of Civil Bill Court.*

63. *Additional salaries to judges and officers of Civil Bill Courts.*

64. *Power to appoint a substitute in Civil Bill Court if judge cannot attend.*

65. *Mode of payment of grand jury cess in certain cases.*

66. *Where value of premises does not exceed £4 immediate lessor to pay grand jury cess.*

67. *Exception as to county cess levied in certain cases.*

68. *Non-liability for rent for land covered by public roads.*

69. *Tenancies at will.*

70. *General definitions.*

71. *Agricultural or pastoral holdings only subject to this Act.*

72. *Short title.*

73. *Application of Act.*

CAP. XLVII.

An Act for extending to Ireland and amending "The Dividends and Stock Act, 1869." [1st August, 1870.

CAP. XLVIII.

An Act for removing doubts respecting the payment of expenses incurred in the conveyance of paupers in certain cases not expressly provided for by law. [9th August, 1870.

1. *Poor Law Board to define cases in which guardians may pay expense of conveying paupers.*]

2. *Short title and interpretation.*]

CAP XLIX.

An Act to explain and amend "The Evidence Further Amendment Act, 1689." [9th August, 1870.

Whereas it was enacted by the Evidence Further Amendment Act, 1869, s. 4, as follows:—

"If any person called to give evidence in any court of justice, whether in a civil or criminal proceeding, shall object to take an oath, or shall be objected to as incompetent to take an oath, such person shall, if the presiding judge is satisfied that the taking of an oath would have no binding effect on his conscience, make the following promise and declaration:—

"'I solemnly promise and declare, that the evidence given by me to the court shall be the truth, the whole truth, and nothing but the truth.'

"And any person who, having made such promise and declaration, shall wilfully and corruptly give false evidence, shall be liable to be indicted, tried, and convicted for perjury as if he had taken an oath:"

And whereas doubts have arisen as to the extent and meaning of the words "courts of justice" and "presiding judge" in the said section:

Be it enacted, &c.

1. *Interpretation of "court of justice" and "presiding judge" in recited Act.*] The words "courts of justice," and the words "presiding judge," in section 4 of the said Evidence Further Amendment Act, 1869, shall be deemed to include any person or persons having by law authority to administer an oath for the taking of evidence.

2. *Short title.*] This Act may be cited for all purposes as the Evidence Amendment Act, 1870.

3. *Not to extend to Scotland.*] This Act shall not extend to Scotland.

CAP. L.

An Act to amend "The Shipping Dues Exemption Act, 1867." [9th August, 1870.

CAP. LI.

An Act to repeal an Act intituled "An Act to alter the mode of giving notices for the holding of vestries, of making proclamation in cases of outlawry, and of giving notices on Sundays in respect to various matters," so far as such Act relates to the Isle of Man. [9th August, 1870.

CAP. LII.

An Act for amending the law relating to the extradition of criminals. [9th August, 1870.

Whereas it is expedient to amend the law relating to the surrender to foreign states of persons accused or convicted of the commission of certain crimes within the jurisdiction of such states, and to the trial of criminals surrendered by foreign states to this country:

Be it enacted, &c.

Preliminary.

1. *Short title.*] This Act may be cited as "The Extradition Act, 1870."

2. *Where arrangement for surrender of criminals made, order in council to apply Act.*] Where an arrangement has been made with any foreign state with respect to the surrender to such state of any fugitive criminals, her Majesty may, by order in council, direct that this Act shall apply in the case of such foreign state.

Her Majesty may, by the same or any subsequent order, limit the operation of the order, and restrict the same to fugitive criminals who are in or suspected of being in the part of her Majesty's dominions specified in the order, and render the operation thereof subject to such conditions, exceptions, and qualifications as may be deemed expedient.

Every such order shall recite or embody the terms of the arrangement, and shall not remain in force for any longer period than the arrangement.

Every such order shall be laid before both Houses of Parliament within six weeks after it is made, or, if Parliament be not then sitting, within six weeks after the then next meeting of Parliament, and shall also be published in the London Gazette.

3. *Restrictions on surrender of criminals.*] The following restrictions shall be observed with respect to the surrender of fugitive criminals:—

(1.) A fugitive criminal shall not be surrendered if the offence in respect of which his surrender is demanded is one of a political character, or if he prove to the satisfaction of the police magistrate or the court before whom he is brought on habeas corpus or to the Secretary of State, that the requisition for his surrender has in fact been made with a view to try or punish him for an offence of a political character:

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(2.) A fugitive criminal shall not be surrendered to a foreign state unless provision is made by the law of that state, or by arrangement, that the fugitive criminal shall not, until he has been restored or had an opportunity of returning to Her Majesty's dominions, be detained or tried in that foreign state for any offence committed prior to his surrender other than the extradition crime proved by the facts on which the surrender is grounded:

(3.) A fugitive criminal who has been accused of some offence within English jurisdiction not being the offence for which his surrender is asked, or is undergoing sentence under any conviction in the United Kingdom, shall not be surrendered until after he has been discharged, whether by acquittal or on expiration of his sentence or otherwise:

(4.) A fugitive criminal shall not be surrendered until the expiration of fifteen days from the date of his being committed to prison to await his surrender.

4. *Provisions of arrangement for surrender.*] An order in council for applying this Act in the case of any foreign state shall not be made unless the arrangement—

(1.) provides for the determination of it by either party to it after the expiration of a notice not exceeding one year; and,

(2.) is in conformity with the provisions of this Act, and in particular with the restrictions on the surrender of fugitive criminals contained in this Act.

5. *Publication and effect of order.*] When an order applying this Act in the case of any foreign state has been published in the London Gazette, this Act (after the date specified in the order, or if no date is specified, after the date of the publication) shall, so long as the order remains in force, but subject to the limitations, restrictions, conditions, exceptions, and qualifications, if any, contained in the order, apply in the case of such foreign state. An order in council shall be conclusive evidence that the arrangement therein referred to complies with the requisitions of this Act, and that this Act applies in the case of the foreign state mentioned in the order, and the validity of such order shall not be questioned in any legal proceedings whatever.

6. *Liability of criminal to surrender.*] Where this Act applies in the case of any foreign state, every fugitive criminal of that state who is in or suspected of being in any part of her Majesty's dominions, or that part which is specified in the order applying this Act (as the case may be), shall be liable to be apprehended and surrendered in manner provided by this Act, whether the crime in respect of which the surrender is sought was committed before or after the date of the order, and whether there is or is not any concurrent jurisdiction in any court of her Majesty's dominions over that crime.

7. *Order of Secretary of State for issue of warrant in United Kingdom if crime is not of a political character.*] A requisition for the surrender of a fugitive criminal of any foreign state, who is in or suspected of being in the United Kingdom, shall be made to a Secretary of State by some person recognised by the Secretary of State as a diplomatic representative of that foreign state. A Secretary of State may, by order under his hand and seal, signify to a police magistrate that such requisition has been made, and require him to issue his warrant for the apprehension of the fugitive criminal.

If The Secretary of State is of opinion that the offence is one of a political character, he may, if he think fit, refuse to send any such order, and may also at any time order a fugitive criminal accused or convicted of such offence to be discharged from custody.

8. *Issue of warrant by police magistrate, justice, &c.*] A warrant for the apprehension of a fugitive criminal, whether accused or convicted of crime, who is in or suspected of being in the United Kingdom, may be issued—

(1.) by a police magistrate on the receipt of the said order of the Secretary of State, and on such evidence as would in his opinion justify the issue of the warrant if the crime had been committed or the criminal convicted in England; and

(2.) by a police magistrate or any justice of the peace in any part of the United Kingdom, on such information or complaint, and such evidence or after such proceedings as would in the opinion of the person issuing the warrant justify the issue of a warrant if the crime had been committed or the criminal convicted in that part of the United Kingdom in which he exercises jurisdiction.

Any person issuing a warrant under this section without an order from a Secretary of State shall forthwith send a report of the fact of such issue, together with the evidence and information or complaint, or certified copies thereof, to a Secretary of State, who may if he think fit order the warrant to be cancelled, and the person who has been apprehended on the warrant to be discharged.

A fugitive criminal, when apprehended on a warrant issued without the order of a Secretary of State, shall be brought before some person having power to issue a warrant under this section, who shall by warrant order him to be brought, and the prisoner shall accordingly be brought before a police magistrate.

A fugitive criminal apprehended on a warrant issued without the order of a Secretary of State shall be discharged by the police magistrate, unless the police magistrate, within such reasonable time as, with reference to the circumstances of the case, he may fix, receives from a Secretary of State an order signifying that a requisition has been made for the surrender of such criminal.

9. *Hearing of case and evidence of political character of crime.*] When a fugitive criminal is brought before the police magistrate, the police magistrate shall hear the case in the same manner, and have the same jurisdiction and powers, as near as may be, as if the prisoner were brought before him charged with an indictable offence committed in England.

The police magistrate shall receive any evidence which may be tendered to show that the crime of which the prisoner is accused or alleged to have been convicted is an offence of a pol itical character, or is not an extradition crime.

10. *Committal or discharge of prisoner.*] In the case of a fugitive criminal accused of an extradition crime, if the foreign warrant authorising the arrest of such criminal is duly authenticated, and such evidence is produced as (subject to the provisions of this Act) would, according to the law of England, justify the committal for trial of the prisoner, if the crime of which he is accused had been committed in England, the police magistrate shall commit him to prison, but otherwise shall order him to be discharged.

In the case of a fugitive criminal alleged to have been convicted of an extradition crime, if such evidence is produced as (subject to the provisions of this Act) would, according to the law of England, prove that the prisoner was convicted of such crime, the police magistrate shall commit him to prison, but otherwise shall order him to be discharged.

If he commits such criminal to prison, he shall commit him to the Middlesex House of Detention, or to some other prison in Middlesex, there to await the warrant of a Secretary of State for his surrender, and shall forthwith send to a Secretary of State a certificate of the committal, and such report upon the case as he may think fit.

11. *Surrender of fugitive to foreign state by warrant of Secretary of State.*] If the police magistrate commits a fugitive criminal to prison, he shall inform such criminal that he will not be surrendered until after the expiration of fifteen days, and that he has a right to apply for a writ of habeas corpus.

Upon the expiration of the said fifteen days, or, if a writ of habeas corpus is issued, after the decision of the court upon the return to the writ, as the case may be, or after such further period as may be allowed in either case by a Secretary of State, it shall be lawful for a Secretary of State, by warrant under his hand and seal, to order the fugitive criminal (if not delivered on the decision of the court) to be surrendered to such person as may in his opinion be duly authorised to receive the fugitive criminal by the foreign state from which the requisition for the surrender proceeded, and such fugitive criminal shall be surrendered accordingly.

It shall be lawful for any person to whom such warrant is directed, and for the person so authorised as aforesaid to receive, hold in custody, and convey within the jurisdiction of such foreign state the criminal mentioned in the warrant; and if the criminal escapes out of any custody to which he may be delivered on or in pursuance of such warrant, it shall be lawful to retake him in the same manner as any person

accused of any crime against the laws of that part of her Majesty's dominions to which he escapes may be retaken upon an escape.

12. *Discharge of persons apprehended if not conveyed out of United Kingdom within two months.*] If the fugitive criminal who has been committed to prison is not surrendered and conveyed out of the United Kingdom within two months after such committal, or, if a writ of habeas corpus is issued, after the decision of the court upon the return of the writ, it shall be lawful for any judge of one of her Majesty's superior courts at Westminster, upon application made to him by or on behalf of the criminal, and upon proof that reasonable notice of the intention to make such application has been given to a Secretary of State, to order the criminal to be discharged out of custody, unless sufficient cause is shown to the contrary.

13. *Execution of warrant of police magistrate.*] The warrant of the police magistrate issued in pursuance of this Act may be executed in any part of the United Kingdom in the same manner as if the same had been originally issued or subsequently indorsed by a justice of the peace having jurisdiction in the place where the same is executed.

14. *Depositions to be evidence.* 6 & 7 *Vict. c.* 76.] Depositions or statements on oath, taken in a foreign state, and copies of such original depositions or statements, and foreign certificates of or judicial documents stating the fact of conviction, may, if duly authenticated, be received in evidence in proceedings under this Act.

15. *Authentication of depositions and warrants.* 29 & 30 *Vict. c.* 121.] Foreign warrants and depositions or statements on oath, and copies thereof, and certificates of or judicial documents stating the fact of a conviction, shall be deemed duly authenticated for the purposes of this Act, if authenticated in manner provided for the time being by law, or authenticated as follows:—

(1.) If the warrant purports to be signed by a judge, magistrate, or officer of the foreign state where the same was issued;

(2.) If the depositions or statements, or the copies thereof, purport to be certified under the hand of a judge, magistrate, or officer of the foreign state where the same were taken to be the original depositions or statements, or to be true copies thereof, as the case may require; and

(3.) If the certificate of or judicial document stating the fact of conviction purports to be certified by a judge, magistrate, or officer of the foreign state where the conviction took place;

and

if in every case the warrants, depositions, statements, copies, certificates, and judicial documents (as the case may be) are authenticated by the oath of some witness or by being sealed with the official seal of the minister of justice or some other minister of state: and all courts of justice, justices, and magistrates shall take judicial notice of such official seal, and shall admit the documents so authenticated by it to be received in evidence without further proof.

Crimes committed at sea.

16. *Jurisdiction as to crimes committed at sea.*] Where the crime in respect of which the surrender of a fugitive criminal is sought was committed on board any vessel on the high seas which comes into any port of the United Kingdom, the following shall have effect:

(1.) This Act shall be construed as if any stipendiary magistrate in England or Ireland, and any sheriff or sheriff substitute in Scotland, were substituted for the police magistrate throughout this Act, except the part relating to the execution of the warrant of the police magistrate:

(2.) The criminal may be committed to any prison to which the person committing him has power to commit persons accused of the like crime:

(3.) If the fugitive criminal is apprehended on a warrant issued without the order of a Secretary of State, he shall be brought before the stipendiary magistrate, sheriff, or sheriff substitute who issued the warrant, or who has jurisdiction in the port where the vessel lies, or in the place nearest to that port.

Fugitive criminals in British possessions.

17. *Proceedings as to fugitive criminals in British possessions.*] This Act, when applied by order in council, shall, unless it is otherwise provided by such order, extend to every British possession in the same manner as if throughout this Act the British possession were substituted for the United Kingdom or England, as the case may require, but with the following modifications, namely:—

(1.) The requisition for the surrender of a fugitive criminal who is in or suspected of being in a British possession may be made to the governor of that British possession by any person recognised by that governor as a consul-general, consul, or vice-consul, or (if the fugitive criminal has escaped from a colony or dependency of the foreign state on behalf of which the requisition is made) as the governor of such colony or dependency:

(2.) No warrant of a Secretary of State shall be required, and all powers vested in or acts authorised or required to be done under this Act by the police magistrate and the Secretary of State, or either of them, in relation to the surrender of a fugitive criminal, may be done by the governor of the British possession alone:

(3.) Any prison in the British possession may be substituted for a prison in Middlesex:

(4.) A judge of any court exercising in the British possession the like powers as the Court of Queen's Bench exercises in England may exercise the power of discharging a criminal when not conveyed within two months out of such British possession.

18. *Saving of laws of British possessions.*] If by any law or ordinance, made before or after the passing of this Act by the legislature of any British possession, provision is made for carrying into effect within such possession the surrender of fugitive criminals who are in or suspected of being in such British possession, her Majesty may, by the order in council applying this Act, in the case of any foreign state, or by any subsequent order, either

suspend the operation within any such British possession of this Act, or of any part thereof, so far as it relates to such foreign state, and so long as such law or ordinance continues in force there, and no longer;

or direct that such law or ordinance, or any part thereof, shall have effect in such British possession, with or without modifications and alterations, as if it were part of this Act.

General provisions.

19. *Criminal surrendered by foreign state not triable for previous crime.*] Where, in pursuance of any arrangement with a foreign state, any person accused or convicted of any crime which, if committed in England, would be one of the crimes described in the first schedule to this Act, is surrendered by that foreign state, such person shall not, until he has been restored or had an opportunity of returning to such foreign state, be triable or tried for any offence committed prior to the surrender in any part of her Majesty's dominions other than such of the said crimes as may be proved by the facts on which the surrender is grounded.

20. *As to use of forms in second schedule.*] The forms set forth in the second schedule to this Act, or forms as near thereto as circumstances admit, may be used in all matters to which such forms refer, and in the case of a British possession may be so used, mutatis mutandis, and when used shall be deemed to be valid and sufficient in law.

21. *Revocation, &c., of order in council.*] Her Majesty may, by order in council, revoke or alter, subject to the restrictions of this Act, any order in council made in pursuance of this Act, and all the provisions of this Act with respect to the original order shall (so far as applicable) apply, mutatis mutandis, to any such new order.

22. *Application of Act in Channel Islands and Isle of Man.*] This Act (except so far as relates to the execution of warrants in the Channel Islands) shall extend to the Channel Islands and Isle of Man in the same manner as if they were part of the United Kingdom; and the royal courts of the Channel Islands are hereby respectively authorised and required to register this Act.

23. *Saving for Indian treaties.*] Nothing in this Act shall affect the lawful powers of her Majesty or of the Governor General of India in Council to make treaties for the extradition of criminals with Indian native states, or with other Asiatic states conterminous with British India, or to carry

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into execution the provisions of any such treaties made either before or after the passing of this Act.

24. *Power of foreign state to obtain evidence in United Kingdom.*] The testimony of any witness may be obtained in relation to any criminal matter pending in any court or tribunal in a foreign state in like manner as it may be obtained in relation to any civil matter under the Act of the session of the 19th and 20th years of the reign of her present Majesty, chapter 113, intituled "An Act to provide for taking evidence in her Majesty's dominions in relation to civil and commercial matters pending before foreign tribunals;" and all the provisions of that Act shall be construed as if the term civil matter included a criminal matter, and the term cause included a proceeding against a criminal; provided that nothing in this section shall apply in the case of any criminal matter of a political character.

25. *Foreign state includes dependencies.*] For the purposes of this Act, every colony, dependency, and constituent part of a foreign state, and every vessel of that state, shall (except where expressly mentioned as distinct in this Act) be deemed to be within the jurisdiction of and to be part of such foreign state.

26. *Definition of terms.*] In this Act, unless the context otherwise requires,—

"*British possessions.*"] The term "British possession" means any colony, plantation, island, territory, or settlement within her Majesty's dominions, and not within the United Kingdom, the Channel Islands, and Isle of Man; and all colonies, plantations, islands, territories, and settlements under one legislature, as hereinafter defined, are deemed to be one British possession:

"*Legislature.*"] The term "legislature" means any person or persons who can exercise legislative authority in a British possession, and where there are local legislatures as well as a central legislature, means the central legislature only:

"*Governor.*"] The term "governor" means any person or persons administering the government of a British possession and includes the governor of any part of India:

"*Extradition crime.*"] The term "extradition crime" means a crime which, if committed in England or within English jurisdiction, would be one of the crimes described in the first schedule to this Act:

"*Conviction.*"] The terms "conviction" and "convicted" do not include or refer to a conviction which under foreign law is a conviction for contumacy, but the term "accused person" includes a person so convicted for contumacy:

"*Fugitive criminal.*" "*Fugitive criminal of a foreign state.*"] The term "fugitive criminal" means any person accused or convicted of an extradition crime committed within the jurisdiction of any foreign state who is in or is suspected of being in some part of her Majesty's dominions; and the term "fugitive criminal of a foreign state" means a fugitive criminal accused or convicted of an extradition crime committed within the jurisdiction of that state:

"*Secretary of State.*"] The term "Secretary of State" means one of her Majesty's principal Secretaries of State:

"*Police magistrate.*"] The term "police magistrate" means a chief magistrate of the metropolitan police courts, or one of the other magistrates of the metropolitan police court in Bow-street:

"*Justice of the peace.*"] The term "justice of the peace" includes in Scotland any sheriff, sheriff's substitute, or magistrate:

"*Warrant.*"] The term "warrant" in the case of any foreign state, includes any judicial document authorising the arrest of a person accused or convicted of crime.

Repeal of Acts.

27. *Repeal of Acts in third schedule.*] The Acts specified in the third schedule to this Act are hereby repealed as to the whole of her Majesty's dominions; and this Act (with the exception of anything contained in it which is inconsistent with the treaties referred to in the Acts so repealed) shall apply (as regards crimes committed either before or after the passing of this Act), in the case of the foreign states with which those treaties are made, in the same manner as if an order in council referring to such treaties had been made in pursuance of this Act, and as if such order had directed that every law and ordinance which is in force in any British possession with respect to such treaties should have effect as part of this Act.

Provided that if any proceedings for or in relation to the surrender of a fugitive criminal have been commenced under the said Acts previously to the repeal thereof, such proceedings may be completed, and the fugitive surrendered, in the same manner as if this Act had not passed.

SCHEDULES.

FIRST SCHEDULE.

List of Crimes.

The following list of crimes is to be construed according to the law existing in England, or in a British possession, (as the case may be), at the date of the alleged crime, whether by common law or by statute made before or after the passing of this Act:—

Murder, and attempt and conspiracy to murder.
Manslaughter.
Counterfeiting and altering money and uttering counterfeit or altered money.
Forgery, counterfeiting, and altering, and uttering what is forged or counterfeited or altered.
Embezzlement and larceny.
Obtaining money or goods by false pretences.
Crimes by bankrupts against bankruptcy law.
Fraud by a bailee, banker, agent, factor, trustee, or director, or member, or public officer of any company made criminal by any Act for the time being in force.
Rape.
Abduction.
Child stealing.
Burglary and housebreaking.
Arson.
Robbery with violence.
Threats by letter or otherwise with intent to extort.
Piracy by law of nations.
Sinking or destroying a vessel at sea, or attempting or conspiring to do so.
Assaults on board a ship on the high seas with intent to destroy life or to do grievous bodily harm.
Revolt or conspiracy to revolt by two or more persons on board a ship on the high seas against the authority of the master.

SECOND SCHEDULE.

Form of Order of Secretary of State to the Police Magistrate.

To the chief magistrate of the metropolitan police courts or other magistrate of the metropolitan police court in Bow-street [or the stipendiary magistrate at ——].

Whereas, in pursuance of an arrangement with ——, referred to in an order of her Majesty in Council dated the —— day of ——, a requisition has been made to me, ——, one of her Majesty's Principal Secretaries of State, by ——, the diplomatic representative of ——, for the surrender of ——, late of ——, accused [or convicted] of the commission of the crime of —— within the jurisdiction of ——: Now I hereby, by this my order under my hand and seal, signify to you that such requisition has been made, and require you to issue your warrant for the apprehension of such fugitive, provided that the conditions of the Extradition Act, 1870, relating to the issue of such warrant, are in your judgment complied with.

Given under the hand and seal of the undersigned, one of her Majesty's principal Secretaries of State, this —— day of ——, 18—.

Form of Warrant of Apprehension by Order of Secretary of State.

Metropolitan police district [or county or borough of ——] to wit. } To all and each of the constables of the metropolitan police force [or of the county or borough of ——].

Whereas the Right Honourable ——, one of her Majesty's principal Secretaries of State, by order under his hand and seal, hath signified to me that requisition hath been duly made to him for the surrender of ——, late of ——, accused [or convicted] of the commission of the crime of —— within the jurisdiction of ——: This is therefore to command you in her Majesty's name forthwith to apprehend the said ——, pursuant to the Extradition Act, 1870, wherever he may be found in the United Kingdom or Isle of Man, and

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bring him before me or some other [*magistrate sitting in this court], to show cause why he should not be surrendered in pursuance of the said Extradition Act, for which this shall be your warrant.

Given under my hand and seal at [*Bow-street, one of the police courts of the metropolis] this —— day of ——, 18—.

J. P.

* Note.—Alter as require.

Form of Warrant of Apprehension without Order of Secretary of State.

Metropolitan police district [or county or borough of ——] to wit. } To all and each of the constables of the metropolitan police force [or of the county or borough of ——].

Whereas it has been shown to the undersigned, one of her Majesty's justices of the peace in and for the metropolitan police district [or the said county or borough of ——] that ——, late of ——, is accused [or convicted] of the commission of the crime of —— within the jurisdiction of ——: This is therefore to command you in her Majesty's name forthwith to apprehend the said ——, and to bring him before me or some other magistrate sitting at this court [or one of her Majesty's justices of the peace in and for the county [or borough] of ——] to be further dealt with according to law, for which this shall be your warrant.

Given under my hand and seal at Bow-street, one of the police courts of the Metropolis [or —— in the county or borough aforesaid], this —— day of ——, 18—. J. P.

Form of warrant for bringing prisoner before the police magistrate.

County [or borough] of —— to wit. } To ——, constable of the police force of ——, and to all other peace officers in the said county [or borough] of ——.

Whereas ——, late of ——, accused [or alleged to be convicted of] the commission of the crime of —— within the jurisdiction of ——, has been apprehended and brought before the undersigned, one of her Majesty's justices of the peace in and for the said county [or borough] of ——: and whereas by the Extradition Act, 1870, he is required to be brought before the chief magistrate of the metropolitan police court, or one of the police magistrates of the metropolis sitting at Bow-street, within the metropolitan police district [or the stipendiary magistrate for ——]: This is therefore to command you, the said constable, in her Majesty's name forthwith to take and convey the said —— to the metropolitan police district [or the said ——], and there carry him before the said chief magistrate or one of the police magistrates of the metropolis sitting at Bow-street within the said district [or before a stipendiary magistrate sitting in the said ——], to show cause why he should not be surrendered in pursuance of the Extradition Act 1870, and otherwise to be dealt with in accordance with law, for which this shall be your warrant.

Given under my hand and seal at —— in the county [or borough] aforesaid, this —— day of ——, 18—.

Form of Warrant of Committal.

Metropolitan police district, [or county or borough of ——] to wit. } To ——, one of the constables of the metropolitan police force [or of the police force of the county or borough of ——], and to the keeper of the ——.

Be it remembered, that on this —— day of ——, in the year of our Lord ——, ——, late of ——, is brought before me ——, the chief magistrate of the metropolitan police courts [or one of the police magistrates of the metropolis] sitting at the police court in Bow-street, within the metropolitan police district [or a stipendiary magistrate for ——], to show cause why he should not be surrendered in pursuance of the Extradition Act, 1870, on the ground of his being accused [or convicted] of the commission of the crime of —— within the jurisdiction of ——, and forasmuch as no sufficient cause has been shown to me why he should not be surrendered in pursuance of the said Act: This is therefore to command you, the said constable, in her Majesty's name forthwith to convey and deliver the body of the said —— into the custody of the said keeper of the —— at ——, and you the said keeper to receive the said —— into your custody, and him there safely to keep until he is thence delivered pursuant to the provisions of the said Extradition Act, for which this shall be your warrant.

Given under my hand and seal at Bow-street, one of the police courts of the metropolis [or at the said ——], this —— day of ——, 18—.

J. P.

Form of warrant of Secretary of State for surrender of fugitive.

To the keeper of —— and —— to ——.

Whereas ——, late of ——, accused [or convicted] of the commission of the crime of —— within the jurisdiction of ——, was delivered into the custody of you ——, the keeper of ——, by warrant dated ——, pursuant to the Extradition Act, 1870: Now I do hereby, in pursuance of the said Act, order you, the said keeper, to deliver the body of the said —— into the custody of the said ——, and I command you the said ——, to receive the said —— into your custody, and to convey him within the jurisdiction of the said ——, and there place him in the custody of any person or persons appointed by the said —— to receive him, for which this shall be your warrant.

Given under the hand and seal of the undersigned, one of her Majesty's principal Secretaries of State, this —— day of ——.

Third Schedule.

Year and chapter.	Title.
6 & 7 Vict. c. 75.	An Act for giving effect to a convention between her Majesty and the King of the French for the apprehension of certain offenders.
6 & 7 Vict. c. 76.	An Act for giving effect to a treaty between her Majesty and the United States of America for the apprehension of certain offenders.
8 & 9 Vict. c. 120.	An Act for facilitating execution of the treaties with France and the United States of America for the apprehension of certain offenders.
25 & 26 Vict. c. 70.	An Act for giving effect to a convention between her Majesty and the King of Denmark for the mutual surrender of criminals.
29 & 30 Vict. c. 121.	An Act for the amendment of the law relating to treaties of extradition.

CAP. LIII.

An Act to amend certain provisions in the Sanitary and Sewage Utilisation Acts. [9th August, 1870.

1. *Short title.*

2. *All hospitals in metropolis held to be within district of every nuisance authority.*

3. *How notices shall be given in special drainage districts consisting of part of a parish or made up by more than one parish.*

4. *How orders and demands are to be served or sent in special drainage districts.*

CAP. LIV.

An Act to disfranchise certain voters of the city of Dublin. [9th August, 1870.

CAP. LV.

An Act to vest jurisdiction in matters arising within the dominions of the Kings of Siam in the Supreme Court of the Straits Settlements. [9th August, 1870.

CAP. LVI.

An Act to enable the owners of settled estates in England and Ireland to charge such estates, within certain limits, with the expense of building mansions as residences for themselves. [9th August, 1870.

Whereas by an Act of the 10th year of the reign of his late Majesty King George the Third, chapter 51, heirs of

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entail in Scotland are enabled to charge their estates with sums of money laid out by them in building mansions as residences for themselves:

And whereas, such enactment having been found beneficial in that part of the United Kingdom, it is expedient to enable limited owners in other parts of the United Kingdom to build mansions on their estates as residences for themselves:

Be it therefore enacted, &c.

1. *Short title.*] This Act may be cited for all purposes as the "Limited Owners Residences Act, 1870."

2. *Act to be construed with 27 & 28 Vict. c. 114, "Improvement of Land Act, 1864."*] This Act shall be construed as one with the Act of the session of the 27th and 28th years of the reign of her present Majesty, intituled "Improvement of Land Act, 1864," and the words used in this Act shall be construed in like manner as in the said Act; and the provisions of the said Act shall be applicable, as far as the nature of the case requires, except as is herein otherwise provided, to proceedings under this Act.

3. *What to be deemed improvements within meaning of "Improvement of Land Act, 1864."*] The erection of mansion-houses and such other usual and necessary buildings, out-houses, and offices as are commonly appurtenant thereto, and held and enjoyed therewith, and completion of mansion-houses and such appurtenances as aforesaid, and improvement of and addition to mansion-houses and such appurtenances as aforesaid already erected, or the improvement of and addition to houses which are capable of being converted into mansion-houses suitable to the estate on which they stand, so as such improvement and addition be of a permanent nature, provided the mansion-houses so erected or enlarged or converted are suitable to the estate on which they stand as residences for the owners of such estate, shall be improvements within the meaning of the "Improvement of Land Act, 1864."

4. *Limit as to sum to be charged for mansion-houses.*] The sum charged on any estate under settlement in respect of mansion and other buildings hereinbefore mentioned shall not exceed two years rental of the said estate, after deducting all public charges and interest of debts and other incumbrances and annuities affecting or which may affect the inheritance after the death of the limited owner, or in the case of different estates settled to the same uses, and on which charges may have been imposed which affect the whole of such estates, after deducting from the rental of such of the said estates as may be charged with the cost of erecting mansion-houses and appurtenances as aforesaid in the manner hereinafter provided, so much of the debts and other appurtenances affecting the whole of the estates as shall bear to the whole of the said debts and incumbrances the same proportion as the rental of the estates to be charged with the cost of erecting a mansion-house and appurtenances shall bear to the rental of the whole of the estates settled to the same uses.

5. *Mode of calculating increased value resulting from outlay.*] In calculating whether the improvement would effect a permanent increase of the yearly value of the lands exceeding the yearly amount proposed to be charged thereon, the commissioners shall take into account the effect on such value of any sum expended by the landowner in erecting or adding to such mansion-house and appurtenances beyond the sum proposed to be charged.

6. *In such calculation, other lands settled to same uses may be taken into account.*] In making such calculation as aforesaid, and in considering the suitableness of such mansion-house and appurtenances so erected or enlarged as aforesaid to the estate, the commissioners may take into consideration any other lands in the neighbourhood of such estate settled to the same uses as the estate on which such mansion-house and appurtenances stand which, if enjoyed together therewith, would add to the letting value of such mansion-house.

7. *Discretionary power of certifying where erection of mansion-house suitable, &c.*] If the commissioners shall find that the erection or improvement of or addition to any such mansion-house and appurtenances are suitable to the estate, but would not in their estimation effect an increase of the yearly value of the lands exceeding the yearly amount proposed to be charged, it shall be in their discretion to certify such improvement.

8. *Insurance against fire.*] The provision in the Improvement of Land Act respecting assurance of buildings against fire shall apply to mansion-houses and appurtenances improved or added to, as well as to those erected under this Act.

9. *Priority of charges.*] A charge on land made under this Act shall not take priority of any mortgage or other incumbrance affecting the land charged at the time such charge is made.

10. *Extent of Act.*] This Act shall not apply to Scotland.

CAP. LVII.

An Act to grant a duty of excise on licences to use guns. [9th August, 1870.

Most Gracious Sovereign,

We, your Majesty's most dutiful and loyal subjects, the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled, towards raising the necessary supplies to defray your Majesty's public expenses, and making in addition to the public revenue, have freely and voluntarily resolved to give and grant unto your Majesty the rate and duty hereinafter mentioned; and do therefore most humbly beseech your Majesty that it may be enacted; and be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. *Short title.*] This Act may be cited as "The Gun Licence Act, 1870."

2. *Definition of terms.*] In this Act the term "gun" includes a firearm of any description and an air gun or any other kind of gun from which any shot, bullet, or other missile can be discharged.

The term "commissioners" means the Commissioners of Inland Revenue.

3. *Duty on licence to use a gun.*] After the 1st day of April, 1870, there shall be granted and paid unto and for the use of her Majesty, her heirs and successors, for and in respect of every licence to be taken out yearly by every person who shall use or carry a gun in the United Kingdom the sum of ten shillings.

4. *Duty and licence to be under the management of the Commissioners of Inland Revenue.*] The said duty and licence shall be an excise duty and licence, and shall be under the management of the commissioners, and all the provisions in any Act relating to excise duties or licences or to penalties under excise Acts, and now or hereafter in force, shall apply to the said duty hereby granted, and the licence relating thereto, and the penalties hereby imposed, so far as the same are applicable and not inconsistent with the express provisions of this Act.

5. *Form and date of licence.*] Every licence to be granted under this Act shall be in such form and shall be granted by such officer of inland revenue, and at such place, as the commissioners shall direct, and shall contain the christian and surname and place of residence of the person to whom the same shall be granted, and shall be dated on the day on which the same shall be granted, and shall expire on the 31st day of March next following; but no licence under this Act shall be granted upon payment of a less sum than the duty for a whole year, nor shall any such licence be transferable.

6. *Register of licences to be kept.*] Every officer who shall grant licences under this Act shall keep a register of all such licences granted by him, specifying the christian and surname and place of residence of every person licensed, and the date of each licence, and any justice of the peace or officer of constabulary, or constable, or any person licensed under this Act, may at any convenient time inspect such register of licences for the current or preceding year.

7. *Penalty for using or carrying a gun without licence.*] Every person who shall use or carry a gun elsewhere than in a dwelling-house or the curtilage thereof without having in force a licence duly granted to him under this Act shall forfeit the sum of ten pounds: provided always, that the said penalty shall not be incurred by the following persons, namely:—

(1.) By any person in the naval, military, or volunteer service of her Majesty, or in the constabulary or other police force, using or carrying any gun in the performance of his duty, or when engaged in target practice:

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(2.) By any person having in force a licence or certificate to kill game granted to him under the laws of excise in that behalf:

(3.) By any person carrying a gun belonging to a person having in force a licence or certificate to kill game or a licence under this Act, and by order of such licensed or certificated person and for the use of such licensed or certificated person only, if the person carrying the gun shall, upon the request of any officer of inland revenue or constabulary, or any constable, owner, or occupier of the land on which such gun shall be used or carried, give his true name and address, and also the true name and address of his employer:

(4.) By the occupier of any lands using or carrying a gun for the purpose only of scaring birds or of killing vermin on such lands, or by any person using or carrying a gun for the purpose only of scaring birds or of killing vermin on any lands by order of the occupier thereof, who shall have in force a licence or certificate to kill game or a licence under this Act:

(5.) By any gunsmith or his servant carrying a gun in the ordinary course of the trade of a gunsmith, or using a gun by way of testing or regulating its strength or quality in a place specially set apart for the purpose:

(6.) By any person carrying a gun in the ordinary course of his trade or business as a common carrier.

In any information for the recovery of the penalty imposed by this section, it shall be sufficient to allege that the defendant used or carried a gun without having a licence in force under this Act, and it shall lie upon the defendant to prove that he is a person not incurring the penalty by virtue of the proviso contained in this section.

8. *Where a gun is carried in parts by two or more persons.*] Where a gun is carried in parts by two or more persons in company, each and every one of such persons shall be deemed to carry the gun.

9. *Licence to be produced on demand, or name and address declared, under penalty of* £10.] It shall be lawful for any officer of inland revenue or for any officer of constabulary or any constable to demand from any person using or carrying a gun (not being a person in the naval, military, or volunteer service of her Majesty, or in the constabulary or other police force, using or carrying a gun in the performance of his duty) the production of a licence granted to such person under this Act.

If the person upon whom the demand is made shall not produce a licence duly granted to him under this Act, or a licence or certificate to kill game granted to him under the laws of excise, and permit the officer or constable demanding the production thereof to read such licence or certificate, it shall be lawful for such officer or constable to require such person to declare to him immediately his christian and surname and place of residence, and if such person shall refuse to declare his christian and surname and place of residence as aforesaid, he shall for such refusal forfeit the penalty of ten pounds over and above any other penalty to which he may be liable under this or any other Act of Parliament; and it shall be lawful for such officer or constable to arrest such person so refusing, and to convey him before any justice of the peace having jurisdiction at the place where the offence shall be committed, and such justice shall, upon due proof on oath of the offence, or upon the confession of the accused person, convict such person in the penalty aforesaid, or in some mitigated portion thereof, not being less than one-fourth; and if such penalty be not immediately paid into the hands of the officer or constable (who is hereby required to receive and pay over the same to the commissioners), such justice shall commit the offender to hard labour in the proper house of correction for any period not exceeding one month nor less than seven days, or until the penalty shall be sooner paid.

10. *Authorised officers may enter upon lands.*] It shall be lawful for any officer of inland revenue, officer of constabulary, or constable, who may see any person using or carrying a gun to enter and remain so long as may be necessary upon any lands or upon any premises (other than a dwelling-house or the curtilage thereof) for the purpose of making the demand specified in the preceding section.

11. *Licence to be void if person be convicted under* 1 & 2 *Will.* 4, *c.* 32, *s.* 30, *or* 2 & 3 *Will.* 4, *c.* 68.] If any person having obtained a licence under this Act shall be convicted of any offence under section thirty of the Act of the 1st and 2nd years of King William the 4th, chapter thirty-two, or under the Act of the 2nd and 3rd years of King William the 4th, chapter sixty-eight, the said licence shall thenceforth be null and void.

12. *Not to interfere with any other Act requiring authority to keep firearms.*] No licence granted under this Act shall entitle the person to whom the same is granted to use, carry, or have in his custody or possession any firearm in any part of the United Kingdom where such person is by any other Act now or hereafter in force forbidden to use, carry, or have in his custody or possession any firearm, nor to entitle such person to use, carry, or have in his custody or possession any firearm unless he shall have obtained a licence or permission so to do from any authority empowered by any such other Act to grant such licence or permission.

CAP. LVIII.

An Act to further amend the law relating to indictable offences by forgery. [9th August, 1870.

Be it enacted, &c.

1. *Short title.*] This Act may be cited as The Forgery Act, 1870.

2. *Construction and extent of Act.*] This Act shall have effect as one Act with the Act described in the schedule to this Act, but shall extend to the United Kingdom.

3. *Forgery of stock certificates, &c.*] If any person forges or alters, or offers, utters, disposes of, or puts off, knowing the same to be forged or altered, any stock certificate or coupon, or any document purporting to be a stock certificate or coupon, issued in pursuance of Part V. of The National Debt Act, 1870, or of any former Act,—or demands or endeavours to obtain or receive any share or interest of or in any stock as defined in the National Debt Act, 1870, or to receive any dividend or money payable in respect thereof, by virtue of any such forged or altered certificate or coupon, or document purporting as aforesaid, knowing the same to be forged or altered,—with intent in any of the cases aforesaid to defraud, he shall be guilty of felony, and being convicted thereof shall be liable, at the discretion of the court, to be kept in penal servitude for life, or for any term not less than five years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

4. *Personation of owners of stock.*] If any person falsely or deceitfully personates any owner of any share or interest of or in any such stock as aforesaid, or of any such stock certificate or coupon as aforesaid, and thereby obtains or endeavours to obtain any such stock certificate or coupon,—or receives or endeavours to receive any money due to such owner, as if such person were the true and lawful owner,—he shall be guilty of felony, and being convicted thereof shall be liable, at the discretion of the court, to be kept in penal servitude for life or for any term not less than five years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

5. *Engraving plates, &c. for stock certificates, &c.*] If any person, without lawful authority or excuse, the proof whereof shall lie on the party accused, engraves or makes on any plate, wood, stone, or other material, any stock certificate or coupon purporting to be such a stock certificate or coupon as aforesaid, or to be such a stock certificate or coupon as aforesaid in blank, or to be a part of such a stock certificate or coupon as aforesaid,—or uses any such plate, wood, stone, or other material for the making or printing of any such stock certificate or coupon, or blank stock certificate or coupon as aforesaid, or any part thereof respectively,—or knowingly has in his custody or possession any such plate, wood, stone, or other material,—or knowingly offers, utters, disposes of, or puts off, or has in his custody or possession, any paper on which any such blank stock certificate or coupon as aforesaid, or part of any such stock certificate or coupon as aforesaid, is made or printed,—he shall be guilty of felony, and being convicted thereof shall be liable, at the discretion of the court, to be kept in penal servitude for any term not exceeding fourteen years and not less than five years, or to

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be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

6. *Forgery of certificates of transfer of stocks from England to Ireland, &c.*] If any person forges or alters, or offers, utters, disposes of, or puts off, knowing the same to be forged or altered, any certificate or duplicate certificate required by Part VI. of the National Debt Act, 1870, or by any former like enactment, with intent in any of the cases aforesaid to defraud, he shall be guilty of felony, and being convicted thereof shall be liable, at the the discretion of the court, to be kept in penal servitude for life, or for any term not less than five years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

7. *Extension of provisions of Forgery Act to Scotland.*] Sections two and four and all provisions relative thereto of the Act described in the schedule to this Act, and all enactments amending those sections and provisions, or any of them, shall extend to Scotland.

8. *Alteration as to Scotland.*] In the application to Scotland of this Act, and of the enactments by this Act extended to Scotland, the term "high crime and offence" shall be substituted for the term "felony."

THE SCHEDULE.

Act referred to.

24 & 25 Vict c. 98.—An Act to consolidate and amend the statute law of England and Ireland, relating to indictable offences by forgery.

CAP. LIX.

An Act to render valid certain contracts informally executed in India. [9th August, 1870.

CAP. LX.

An Act to relieve the brokers of the city of London from the supervision of the Court of Mayor and Aldermen of the said city. [9th August, 1870.

Whereas by an Act of Parliament made in the 6th year of the reign of Queen Anne, intituled "An Act for repealing the Act of the 1st year of King James the First, intituled 'An Act for the well garbling of spices and for granting an equivalent to the city of London by admitting brokers,'" it was amongst other things enacted that from and after the determination of the then session of Parliament all persons that should act as brokers within the city of London and liberties thereof, should from time to time be admitted so to do by the court of mayor and aldermen of the said city for the time being, under such restrictions and limitations for their honest and good behaviour as the said court should think fit and reasonable, and should upon such their admission pay to the chamberlain of the said city for the time being, for the uses thereinafter mentioned, the sum of forty shillings and should also yearly pay to the said uses the sum of forty shillings upon the 29th day of September in every year; and it was further enacted that if any person or persons from and after the determination of the then session of Parliament should take upon him to act as a broker or employ any other under him to act as such within the said city and liberties, not being admitted as aforesaid, every such person so offending should forfeit and pay to the use of the said mayor and commonalty and citizens of the said city for every such offence the sum of £25, to be recovered as in the said Act is mentioned:

And whereas by an Act (local and personal) made and passed in the 57th year of the reign of King George the Third, intituled "An Act for granting an equivalent for the diminution of the profits of the office of gauger of the city of London, and increasing the payments to be made by brokers," after reciting amongst other things the beforementioned Act, it was amongst other things enacted that all persons that from and after the 1st day of July next after the passing of that Act should be admitted to act as brokers within the city of London and liberties thereof by the said court in pursuance of the said recited Act of Parliament, should upon such their admission, over and above the sum of forty shillings required to be paid by the said recited Act, pay to the chamberlain of the said city for the time being the sum of £3, and should also yearly pay to the said chamberlain, over and above the said yearly sum of forty shillings required to be paid by the said recited Act, the sum of £3 on the 29th day of September in every year; and it was amongst other things further enacted that so much of the said recited Act as imposed a penalty of £25 upon any person who should take upon him to act as a broker, or employ any person under him to act as such, not being admitted in pursuance of the said recited Act, should be and the same was thereby repealed; and that from and after the passing of the now reciting Act if any person should take upon him to act as a broker, or employ, or cause, permit, or suffer any person or persons to be employed with, under, or for him, to act as such within the said city and liberties, not being admitted in pursuance of the said recited Act, every such person so offending should forfeit and pay to the use of the mayor and commonalty and citizens of the said city for every such offence the sum of £100, to be recovered as in the now reciting Act is mentioned:

And whereas the said court of mayor and aldermen of the said city (hereinafter called "the court"), acting by virtue of the powers conferred upon them by the said recited Acts, or one of them, or by virtue of some other authority, have from time to time made and established rules and regulations for the admission of brokers within the city of London and liberties thereof, and have imposed restrictions and limitations on the manner in which the persons whom they have admitted into the office and employment of a broker within the said city and liberties thereof were and are to carry on their business as brokers, and have exercised and claim a right to exercise jurisdiction and control over such brokers for the purpose of enforcing the observance of the said regulations, restrictions, and limitations:

And whereas the said Court have also required every broker admitted by them to find two sureties, to be approved of by the said Court, to enter into a bond for the due and just execution by the broker of his said office and employment, or, in place of such sureties, have required such broker to transfer into the joint names of himself and the chamberlain of the said city stock in the public funds to the nominal amount of £1,000:

And whereas the said Court have also required each broker admitted by them to enter into his own bond in the penal sum of £1,000 to secure the due performance of his duties as a broker, and also to secure the annual payment of the sums of £2 and £3 to the chamberlain of the city, pursuant to the provisions of the said Acts of the 6th year of the reign of Queen Anne and of the 57th year of the reign of King George the Third:

And whereas it is expedient to relieve the said brokers from the necessity of providing such sureties or entering into such personal bond, and from the jurisdiction and supervision exercised by the said Court over the brokers in manner hereinafter provided:

May it therefore please your Majesty that it may be enacted; and be it enacted by this Queen's most Excellent Majesty, by and with the advice and consent of the Lords, Spiritual and Temporal, and Commons, in the present Parliament assembled, and by the authority of the same, as follows:—

1. *Short title.*] This Act may be cited as the "London Brokers Relief Act, 1870."

2. *Jurisdiction of the court of aldermen over brokers to cease.*] After the passing of this Act the court shall not require a broker, by himself or sureties, to give any bond on his admission as a broker, and the jurisdiction, supervision, and control of the said court over brokers in the said city of London and the liberties thereof shall cease, and the said court shall not have power to make or enforce any rules, orders, regulations, restrictions, limitations, or penalties affecting, except as hereinafter mentioned, the admission of such brokers, or the manner in which the business of such brokers shall be carried on.

3. *No bond to be enforced so far as relates to jurisdiction of court over brokers.*] No bond or declaration of trust executed by any broker in pursuance of any rules, orders, or regulations heretofore in force shall after the passing of this Act be put in suit or enforced, and all sums of stock transferred by way of security as aforesaid shall, from and after

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the passing of this Act, be held in trust for the broker transferring the same, and upon no other trust.

4. *Pending proceedings not to be prejudiced.*] Nothing in this Act contained shall prejudice any proceedings actually commenced before the passing of this Act upon any such bond or declaration of trust.

5. *Saving existing rights.*] Except as herein expressly enacted, this Act shall not extend to take away from the said court such right as they now have under the recited Acts to require brokers to be admitted, or to repeal the penalty of £100 imposed by the said Act of 57 Geo. 3, in the case therein mentioned, or affect the liability of brokers when admitted to pay to the chamberlain of the said city, for the uses mentioned in the said recited Acts respectively, the sums of forty shillings and £3 on admission, and the yearly sums of forty shillings and £3, which are made payable by the said recited Acts respectively; and the said yearly sums of £2 and £3 may be recovered by the chamberlain of the said city for the time being in the Mayor's Court of the city of London, or in the City of London Court.

6. *Brokers committing fraud to be disqualified from acting as brokers.*] The court shall keep a list containing the names and addresses of all brokers who shall from time to time have been admitted, and if any such broker shall be convicted in any criminal court of felony or fraud, or if a judge of any of the superior courts of law or equity, or a judge in bankruptcy, shall, in any action, suit, or other proceeding, prosecuted or depending before such judge, and to which such broker shall be a party, certify (as he is hereby empowered to do) that such broker has been guilty of fraud, and that he ought to be disqualified from acting as a broker altogether, or for such period as such judge shall name in the certificate, such broker shall accordingly be disqualified as from the date of such conviction or certificate, and his name shall thereupon be removed by the court of aldermen from the list of brokers either absolutely or for the time mentioned in such certificate.

CAP. LXI.

An Act to amend the law relating to life assurance companies. [9th August, 1870.

Be it enacted, &c.

1. *Short title.*] This Act may be cited as "The Life Assurance Companies Act, 1870."

2. *Interpretation of terms.*] In this Act—

The term "company" means any person or persons, corporate or unincorporate, not being registered under the Acts relating to friendly societies, who issue or are liable under policies of assurance upon human life within the United Kingdom, or who grant annuities upon human life within the United Kingdom.

The term "chairman" means the person for the time being presiding over the court or board of directors of the company:

The term "policy-holder" means the person who for the time being is the legal holder of the policy for securing the life assurance, endowment, annuity, or other contract with the company:

The term "financial year" means each period of twelve months at the end of which the balance of the accounts of the company is struck, or if no such balance is struck, then each period of twelve months ending with the 31st day of December:

The term "court" means, in the case of a company registered or having its head office in England, the High Court of Chancery; in the case of a company registered or having its head office in Ireland, the Court of Chancery in Ireland; in all cases of companies registered or having its head office in Scotland, the Court of Session, in either division thereof:

The term "registrar" means the registrar of joint stock companies in England and Scotland, and the assistant registrar of joint stock companies in Ireland.

3. *Deposit.*] Every company established after the passing of this Act within the United Kingdom, and every company established or to be established out of the United Kingdom, which shall after the passing of this Act commence to carry on the business of life assurance within the United Kingdom, shall be required to deposit the sum of £20,000 with the Accountant-General of the Court of Chancery, to be invested by him in one of the securities usually accepted by the court for the investment of funds placed from time to time under its administration, the company electing the particular security and receiving the income therefrom; and the registrar shall not issue a certificate of incorporation unless such deposit shall have been made; and the Accountant-General shall return such deposit to the company so soon as its life assurance fund accumulated out of the premiums shall have amounted to £40,000.

4. *Life funds separate.*] In the case of a company established after the passing of this Act transacting other business besides that of life assurance, a separate account shall be kept of all receipts in respect of the life assurance and annuity contracts of the company, and the said receipts shall be carried to and form a separate fund, to be called the life assurance fund of the company, and such fund shall be as absolutely the security of the life policy and annuity holders as though it belonged to a company carrying on no other business than that of life assurance, and shall not be liable for any contracts of the company for which it would not have been liable had the business of the company been only that of life assurance; and in respect to all existing companies, the exemption of the life assurance fund from liability for other obligations than to its life policy-holders shall have reference only to the contracts entered into after the passing of this Act, unless by the constitution of the company such exemption already exists: provided always, that this section shall not apply to any contracts made by any existing company by the terms of whose deed of settlement the whole of the profits of all the business are paid exclusively to the life policy-holders, and on the face of which contracts the liability of the assured distinctly appears.

5. *Statements to be made by companies.*] From and after the passing of this Act every company shall, at the expiration of each financial year of such company, prepare a statement of its revenue account for such year, and of its balance sheet at the close of such year, in the forms respectively contained in the first and second schedules to this Act.

6. *Statements by company doing other than life business.*] Every company which, concurrently with the granting of policies of assurance or annuities on human life, transacts any other kind of assurance or other business shall, at the expiration of each such financial year as aforesaid, prepare statements of its revenue account for such year, and of its balance sheet at the close of such year, in the forms respectively contained in the third and fourth schedules of this Act.

7. *Actuarial report and abstract.*] Every company shall, once in every five years if established after the passing of this Act, and once every ten years if established before the passing of this Act, or at such shorter intervals as may be prescribed by the instrument constituting the company, or by its regulations or bye-laws, cause an investigation to be made into its financial condition by an actuary, and shall cause an abstract of the report of such actuary to be made in the form prescribed in the fifth schedule to this Act.

8. *Statement of life and annuity business.*] Every company shall, on or before the 31st day of December, 1872, and thereafter within nine months after the date of each such investigation as aforesaid into its financial condition, prepare a statement of its life assurance and annuity business in the form contained in the sixth schedule to this Act, each of such statements to be made up as at the date of the last investigation, whether such investigation be made previously or subsequently to the passing of the Act: provided as follows:—

(1.) If the next financial investigation after the passing of this Act of any company fall during the year 1873, the said statement of such company shall be prepared within nine months after the date of such investigation, instead of on or before the 31st day of December, 1872.

(2.) If such investigation be made annually by any company, such company may prepare such statement at any time, so that it be made at least once in every three years.

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The expression date of each such investigation in this section shall mean the date to which the accounts of each company are made up for the purposes of each such investigation.

9. *Forms may be altered.*] The Board of Trade, upon the applications of or with the consent of a company, may alter the forms contained in the schedules to this Act, for the purpose of adapting them to the circumstances of such company, or of better carrying into effect the objects of this Act.

10. *Statements, &c., to be signed, and printed, and deposited with Board of Trade.*] Every statement or abstract hereinbefore required to be made shall be signed by the chairman and two directors of the company and by the principal officer managing the life assurance business, and, if the company has a managing director, by such managing director, and shall be printed; and the original, so signed as aforesaid, together with three printed copies thereof, shall be deposited at the Board of Trade within nine months of the dates respectively hereinbefore prescribed as the dates at which the same are to be prepared. And every annual statement so deposited after the next investigation shall be accompanied by a printed copy of the abstract required to be made by section seven.

11. *Copies of statements to be given to shareholders, &c.*] A printed copy of the last deposited statement, abstract, or other document by this Act required to be printed shall be forwarded by the company, by post or otherwise, on application, to every shareholder and policy-holder of the company.

12. *List of shareholders.*] Every company which is not registered under the Companies Act, 1862, and which has not incorporated in its deed of settlement section 10 of the Companies Clauses Consolidation Act, 1845, shall keep a shareholders' address book, in accordance with the provisions of that section, and shall furnish on application, to every shareholder and policy-holder of the company a copy of such book on payment of a sum not exceeding sixpence for every hundred words required to be copied for such purpose.

13. *Deed of settlement to be printed.*] Every company which is not registered under the Companies Act, 1862, shall cause a sufficient number of copies of its deed of settlement to be printed, and shall furnish, on application, to every shareholder and policyholder of the company a copy of such deed of settlement on payment of a sum not exceeding two shillings and sixpence.

14. *Amalgamation or transfer.*] Where it is intended to amalgamate two or more companies, or to transfer the life assurance business of one company to another, the directors of any one or more of such companies may apply to the court, by petition, to sanction the proposed arrangement, notice of such application being published in the Gazette, and the Court, after hearing the directors and other persons whom it considers entitled to be heard upon the petition, may confirm the same if it is satisfied that no sufficient objection to the arrangement has been established.

Before any such application is made to the Court a statement of the nature of the amalgamation or transfer, as the case may be, together with an abstract containing the material facts embodied in the agreement or deed under which such amalgamation or transfer is proposed to be effected, and copies of the actuarial or other reports upon which such agreement or deed is founded, shall be forwarded to each policy-holder of both companies in case of amalgamation, or to each policy-holder of the transferred company in case of transfer, by the same being transmitted in manner provided by section 136 of the Companies Clauses Consolidation Act, 1845, for the transmission to shareholders of notices not requiring to be served personally; and the agreement or deed under which such amalgamation or transfer is effected shall be open for the inspection of the policyholders and shareholders at the office or offices of the company or companies for a period of fifteen days after the issuing of the abstract herein provided.

The Court shall not sanction any amalgamation or transfer in any case in which it appears to the Court that policyholders representing one tenth or more of the total amount assured in any company which it is proposed to amalgamate, or in any company the business of which it is proposed to transfer, dissent from such amalgamation or transfer.

No company shall amalgamate with another, or transfer its business to another, unless such amalgamation or transfer is confirmed by the Court in accordance with this section.

Provided always, that this section shall not apply in any case in which the business of any company which is sought to be amalgamated or transferred does not comprise the business of life assurance.

15. *Statements in case of amalgamation or transfer.*] When an amalgamation takes place between any companies, or when the business of one company is transferred to another company, the combined company or the purchasing company, as the case may be, shall, within ten days from the date of the completion of the amalgamation or transfer, deposit with the Board of Trade certified copies of statements of the assets and liabilities of the companies concerned in such amalgamation or transfer, together with a statement of the nature and terms of the amalgamation or transfer, and a certified copy of the agreement or deed under which such amalgamation or transfer is effected, and certified copies of the actuarial or other reports upon which such agreement or deed is founded; and the statement and agreement, or deed of amalgamation or transfer shall be accompanied by a declaration under the hand of the chairman of each company and the principal managing officer of each company, that to the best of their belief every payment made or to be made to any person whatsoever on account of the said amalgamation or transfer is therein fully set forth, and that no other payments beyond those set forth have been made or are to be made either in money, policies, bonds, valuable securities, or other property by or with the knowledge of any parties to the said amalgamation or transfer.

16. *Documents may be transferred from Board of Trade to registry of joint companies.*] The Board of Trade may direct any printed or other documents required by this Act, or certified copies thereof, to be kept by the registrar of Joint Stock Companies or other officer of the Board of Trade, and any person may, on payment of such fees as the Board of Trade may direct, inspect the same at his office, and procure copies thereof.

17. *Documents to be received in evidence.*] Every statement, abstract, or other document deposited with the Board of Trade or with the registrar of Joint Stock Companies under this Act shall be receivable in evidence; and every document purporting to be certified by one of the secretaries or assistant secretaries of the Board of Trade, or by the said registrar, to be such deposited document, and every document purporting to be similarly certified to be a copy of such deposited document, shall, if produced out of the custody of the Board of Trade or of the said registrar, be deemed to be such deposited document as aforesaid, or a copy thereof, and shall be received in evidence as if it were the original document, unless some variation between it and the original document shall be proved.

18. *Penalty for non-compliance with Act.*] Every company which makes default in complying with the requirements of this Act, shall be liable to a penalty not exceeding fifty pounds for every day during which the default continues; and if default continue for a period of three months after notice of default by the Board of Trade, which notice shall be published in one or more newspapers, as the Board of Trade may direct, and after such publication the Court may order the winding up of the company, in accordance with the Companies Act, 1862, upon the application of one or more policy-holders or shareholders.

19. *Penalty for falsifying statements, &c.*] If any statement, abstract, or other document required by this Act is false in any particular to the knowledge of any person who signs the same, such person shall be liable on conviction thereof on indictment to fine and imprisonment, or on summary conviction thereof to a penalty not exceeding fifty pounds.

20. *Penalties, how to be recovered and applied.*] Every penalty imposed by this Act shall be recovered and applied in the same manner as penalties imposed by the Companies Act, 1862, are recoverable and applicable.

21. *Other circumstances under which company may be wound up by the Court of Chancery.*] The Court may order the winding up of any company, in accordance with the Companies Act, 1862, on the application of one or more policy-

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holders or shareholders, upon its being proved to the satisfaction of the Court that the company is insolvent; and in determining whether or not the company is insolvent the Court shall take into account its contingent or prospective liability under policies and annuity and other existing contracts; but the Court shall not give a hearing to the petition until security for costs for such amount as the judge shall think reasonable shall be given, and until a primâ facie case shall also be established to the satisfaction of the judge, and in the case of a proprietary company having an uncalled capital of an amount sufficient with the future premiums receivable by the company to make up the actual invested assets equal to the amount of the estimated liabilities, the Court shall suspend further proceedings on the petition for a reasonable time (in the discretion of the Court) to enable the uncalled capital, or a sufficient part thereof, to be called up; and if at the end of the original or any extended time for which the proceedings shall have been suspended such an amount shall not have been realised by means of calls as, with the already invested assets, to be equal to the liabilities, an order shall be made on the petition as if the company had been proved insolvent.

22. *Power to Court to reduce contracts.*] The Court, in the case of a company which has been proved to be insolvent, may, if it thinks fit, reduce the amount of the contracts of the company upon such terms and subject to such conditions as the Court thinks just, in place of making a winding up order.

23. *Notices under this Act to policy-holders.*] Any notice which is by this Act required to be sent to any policy-holder may be addressed and sent to the person to whom notices respecting such policy are usually sent, and any notice so addressed and sent shall be deemed and taken to be notice to the holder of such policy.

24. *Statements, &c., to be laid before Parliament.*] The Board of Trade shall lay annually before Parliament the statements and abstracts of reports deposited with them under this Act during the preceding year.

25. *Exceptions.*] This Act shall not affect the Commissioners for the Reduction of the National Debt, nor the Postmaster-General, acting under the authorities vested in them respectively by the Acts—10 Geo. 4, c. 41; 3 & 4 Will. 4, c. 14; 16 & 17 Vict. c. 45, and 27 & 28 Vict. c. 43.

FIRST SCHEDULE.

Revenue Account of the ——— for the year ending ———.

18—. (Date.)		£ s. d.	(Date.) 18—.		£ s. d.
	Amount of funds at the beginning of the year			Claims under policies (after deduction of sums re-assured)	
	Premiums			Surrenders	
	Consideration for annuities granted ...			Annuities	
	Interest and dividends			Commission	
	Other receipts (accounts to be specified)			Expenses of management	
				Dividends and bonuses to shareholders (if any)...	
				Other payments (accounts to be specified)	
				Amount of funds at the end of the year, as per 2nd Schedule	
		£			£

Note 1.—Companies having separate accounts for annuities to return the particulars of their annuity business in a separate statement.

Note 2.—Items in this and in the accounts in the Third and Fifth Schedules should be the net amounts after deduction of the amounts paid and received in respect of re-assurances.

SECOND SCHEDULE.

Balance Sheet of the ——— on the ———, 18—.

Liabilities.	£ s. d.	Assets.	£ s. d.
Shareholders' capital paid up (if any) £		Mortgages on property within the United Kingdom	
Assurance fund		Do. do. out of the United Kingdom	
Annuity fund (if any)		Loans on the company's policies	
Other funds, if any, to be specified ...		Investments:	
Total funds as per 1st Schedule ... £		In British Government securities	
Claims admitted but not paid*		Indian and Colonial Government securities	
Other sums owing by the company* (accounts to be specified)		Foreign Government do.	
		Railway and other debentures and debenture stocks	
		Do. shares (preference and ordinary)	
		House property	
		Other investments (to be specified) ...	
		Loans upon personal security	
		Agents' balances	
		Outstanding premiums	
		Do. interest	
		Cash:	
		On deposit ... ... £	
		In hand and on current account	
		Other assets (to be specified)	
	£		£

* Note.—These items are included in the corresponding items in the First Schedule.

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THIRD SCHEDULE.

Revenue Accounts of the ——— for the year ending ———.

(No. 1.) LIFE ASSURANCE ACCOUNT.

(Date.)		£	(Date.)		£
	Amount of life assurance fund at the beginning of the year			Claims under life policies (after deduction of sums re-assured)	
	Premiums, after deduction of re-assurance premiums			Surrenders	
	Consideration for annuities granted ...			Annuities	
	Interest and dividends			Commission	
	Other receipts (accounts to be specified)			Expenses of management	
				Other payments (accounts to be specified)	
				Amount of life assurance fund at the end of the year, as per 4th Schedule	

Note.—Companies having separate accounts for annuities to return the particulars of their annuity business in a separate statement.

(No. 2.) FIRE ACCOUNT.

		£			£
	Amount of fire insurance fund at the beginning of the year			Losses by fire, after deduction of re-assurances	
	Premiums received, after deduction of re-assurances			Expenses of management	
	Other receipts to be specified			Commission	
				Other payments to be specified ...	
				Amount of fire insurance fund at the end of the year, as per 4th Schedule	

Note.—When marine or any other branch of business is carried on, the income and expenditure thereof to be in like manner stated in a separate account.

(No. 3.) PROFIT AND LOSS ACCOUNT.

		£			£
	Balance of last year's account			Dividends and bonuses to shareholders	
	Interest and dividends not carried to other accounts...			Expenses not charged to other accounts	
	Profit realised (accounts to be specified)			Loss realised (accounts to be specified)	
	Other receipts			Other payments	
				Balance as per 4th Schedule	

Note.—This account is not required if the items have been incorporated in the other accounts of this schedule.

FOURTH SCHEDULE.

Balance Sheet of the ——— on the ———, 18—.

LIABILITIES.	£ s. d.	£	ASSETS.	£ s. d.	£
Shareholders' capital			Mortgages on property within the United Kingdom		
General reserve fund (if any)			Do. do. out of the United Kingdom		
Life assurance fund*			Loans on the company's policies		
Annuity fund (if any)*			Investments:		
Fire fund			In British Government securities		
Marine fund			Indian and Colonial do.		
Profit and loss (if any)			Foreign do.		
Other funds (if any) to be specified			Railway and other debentures and debenture stocks		
	£ s. d.		Do. shares (preference and ordinary) ...		
Claims under life policies admitted but not yet paid*			House property		
Outstanding fire losses			Other investments (to be specified)		
Do. marine do.			Loans upon personal security		
Other sums owing by the company (accounts to be specified) ...			Agents' balances		
			Outstanding premiums		
			Do. interest		
			Cash:		
			On deposit ... ... £		
			In hand and on current account		
			Other assets (to be specified)		

* If the life assurance fund is, in accordance with section 4 of this Act, a separate trust fund for the sole security of the life policy-holders, a separate balance sheet for the life branch may be given in the form contained in Schedule 2. In other respects the company is to observe the above form. See also note to 2nd Schedule.

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FIFTH SCHEDULE.

Statement respecting the Valuation of the Liabilities under Life Policies and Annuities of the ———, to be made by the Actuary.

(The answers should be numbered to accord with the numbers of the corresponding questions.)

1. The date up to which the valuation is made.
2. The principles upon which the valuation and distribution of profits among the policy-holders are made, and whether these principles were determined by the instrument constituting the company, or by its regulations or bye-laws, or otherwise.
3. The table or tables of mortality used in the valuation.
4. The rate or rates of interest assumed in the calculations.
5. The proportion of the annual premium income (if any) reserved as a provision for future expenses and profits. (If none, state how this provision is made.)
6. The consolidated revenue account since the last valuation, or, in case of a company which has made no valuation, since the commencement of the business. (This return should be made in the form annexed.)
7. The liabilities of the company under life policies and annuities at the date of the valuation, showing the number of policies, the amount assured, and the amount of premiums payable annually under each class of policies, both with and without participation in profits; and also the net liabilities and assets of the company, with the amount of surplus or deficiency. (These returns should be made in the forms annexed.)
8. The time during which a policy must be in force in order to entitle it to share in the profits.
9. The results of the valuation, showing—
   (1.) The total amount of profit made by the company.
   (2.) The amount of profit divided among the policy-holders, and the number and amount of the policies which participated.
   (3.) Specimens of bonuses allotted to policies for £100 effected at the respective ages of 20, 30, 40, and 50, and having been respectively in force for five years, ten years, and upwards, at intervals of five years respectively, together with the amounts apportioned under the various modes in which the bonus might be received.

(Form referred to under heading No. 7 in Fifth Schedule.)

Summary and Valuation of the Policies of the ——— as at ———, 18—.

Description of Transactions.	Particulars of the Policies for Valuation.				Valuation.			
					Value by the Table, Interest per cent.			
	Number of policies.	Sums assured and bonuses.	Office yearly premiums.	Net yearly premiums, if ascertained.	Sums assured and bonuses.	Office yearly premiums.	Net yearly premiums, if computed.	Net liability.
Assurances.								
I. *With participation in profits.*								
For whole term of life								
Other classes (to be specified) ...								
Extra premiums payable ...								
Total assurances with profits ...								
II. *Without participation in profits.*								
For whole term of life								
Other classes (to be specified) ...								
Extra premiums payable ...								
Total assurances without profits								
Total assurances								
Deduct re-assurances								
Net amount of assurances ...								
Adjustments, if any								
Annuities.								
Immediate								
Other classes (to be specified) ...								
Total of the results								

The term "extra premium" in this Act shall be taken to mean the charge for any risk not provided for in the minimum contract premium. If policies are issued in or for any country at rates of premium deduced from tables other than the European mortality tables adopted by the company, separate schedules similar in form to the above must be furnished.

(Form referred to under heading No. 7 in Fifth Schedule.)

Valuation Balance Sheet of ——— as at ———, 18—.

Dr.	£	Cr.	£
To net liability under assurance and annuity transactions (as per summary statement provided in Schedule 5)		By life assurance and annuity funds (as per balance sheet under Schedule 2 or 4) ...	
To surplus (if any)		By deficiency (if any)	

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(Form referred to under heading No. 6 in the Fifth Schedule.)

Consolidated Revenue Account of the ——— for years, commencing ——— and ending ———.

	£ s. d.		£ s. d.
Amount of funds on ——, 18—, the beginning of		Claims under policies (after deduction of sums re-assured)	
Premiums (after deduction of re-assurance premiums)		Surrenders	
Consideration for annuities granted		Annuities	
Interest and dividends		Commission	
Other receipts (accounts to be specified)		Expenses of management	
		Dividends and bonuses to shareholders (if any) ...	
		Other payments (accounts to be specified) ...	
		Amount of funds on ——, 18—, the end of the period, as per 1st (or 3rd) Schedule	
£		£	

SIXTH SCHEDULE.

Statement of the Life Assurance and Annuity Business of the ——— on the ———, 18—.

(The answers should be numbered to accord with the numbers of the corresponding questions. Statements of re-assurances corresponding to the statements in respect of assurances under headings 2, 3, 4, 5, and 6 are to be given.)

1. The published table or tables of premiums for assurances for the whole term of life which are in use at the date above mentioned.

2. The total amount assured on lives for the whole term of life, which are in existence at the date above mentioned, distinguishing the portions assured with and without profits, stating separately the total reversionary bonuses, and specifying the sums assured for each year of life from the youngest to the oldest ages.

3. The amount of premiums receivable annually for each year of life, after deducting the abatements made by the application of bonuses, in respect of the respective assurances mentioned under heading No. 2, distinguishing ordinary from extra premiums.

4. The total amount assured under classes of assurance business other than for the whole term of life, distinguishing the sums assured under each class, and stating separately the amount assured with and without profits, and the total amount of reversionary bonuses.

5. The amount of premiums receivable annually in respect of each such special class of assurances mentioned under heading No. 4, distinguishing ordinary from extra premiums.

6. The total amount of premiums which has been received from the commencement upon all policies under each special class mentioned under heading 4 which are in force at the date above mentioned.

7. The total amount of immediate annuities on lives, distinguishing the amounts for each year of life.

8. The amount of all annuities other than those specified under heading No. 7, distinguishing the amount of annuities payable under each class, the amount of premiums annually receivable, and the amount of consideration money received in respect of each such class, and the total amount of premiums received from the commencement upon all deferred annuities.

9. The average rate of interest at which the life assurance fund of the company was invested at the close of each year during the period since the last investigation.

10. A table of minimum values, if any, allowed for the surrender of policies for the whole term of life and for endowments and endowment assurances, or a statement of the method pursued in calculating such surrender values, with instances of its application to policies of different standing and taken out at various interval ages from the youngest to the oldest.

Separate statements to be furnished for business at other than European rates, together with a statement of the manner in which policies on unhealthy lives are dealt with.

CAP. LXII.

An Act to amend and extend the Acts relating to factories and workshops. [9th August, 1870.

Whereas it is expedient to extend the Acts relating to factories to print works and bleaching and dyeing works, and to amend the Acts relating to factories and workshops: Be it enacted, &c.

Preliminary.

1. *Short title.*] This Act may be cited as "The Factory and Workshop Act, 1870."

PART I.—PRINT WORKS AND BLEACHING AND DYEING WORKS.

2. *Construction of Act.*] This part of this Act shall be construed as one with the Factory Acts Extension Act, 1867, in this part of this Act referred to as the principal Act.

3. *Definition of terms.*] In this Act—

The term "print works" means any premises in which any persons are employed to print figures, patterns, or designs, upon any cotton, linen, woollen, worsted, or silken yarn, or upon any woven or felted fabric, not being paper:

The term "bleaching and dyeing works" means any premises, whether in the open air or not, in which the processes of bleaching, beetling, dyeing, calendering, finishing, hooking, lapping, and making up and packing any yarn or cloth of any material, or the dressing or finishing of lace, or any one or more of such processes, or any process incidental thereto, are or is carried on.

4. *Application of Factory Acts to print works and bleaching and dyeing works.*] After the 1st day of January, 1872, the principal Act and the schedule thereto (containing the permanent modifications) shall apply to print works and bleaching and dyeing works, in the same manner in all respects as if the word "factory" had been defined by section 3 of the principal Act to mean print works and bleaching and dyeing works, subject, nevertheless, to the following qualification:—

The schedule to the principal Act, shall be construed as if there were contained in that schedule the permanent modifications contained in the first schedule to this Act.

Provided that during the year beginning on the 1st day of January, 1871, the following regulations shall be observed in print works, in Turkey-red dyeing works, and in the process of open-air bleaching, that is to say:—

1. Children shall be employed only for the same time and subject to the same conditions for and subject to which young persons exceeding thirteen years of age will be allowed to be employed therein after the 1st day of January, 1872.
2. No woman and no female child or young person shall be employed at night except so far as she will be allowed to be so employed after the 1st day of January, 1872.

And for the purpose of enforcing the said regulations the principal Act shall apply to such works and process in the same manner and subject to the same qualification as it will apply thereto after the 1st day of January, 1872.

5. *Repeal of Acts.*] After the 1st day of January, 1872, the Acts mentioned in the first part of the 3rd schedule to

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this Act shall be repealed, and the Act mentioned in the second part of the same schedule shall be repealed to the extent in the third column of that schedule mentioned.

PART II.—FRUIT AND FISH PRESERVES.

6. *Modification as regards manufactures of preserves of fruit and fish of* 30 & 31 *Vict. c.* 103, *and* 30 & 31 *Vict. c.* 146.] The schedule to the Factory Acts Extension Act, 1867, and the schedule to the Workshop Regulation Act, 1867, shall be construed as if there were contained in each of those schedules the permanent modification contained in the second schedule to this Act.

FIRST SCHEDULE.

PERMANENT MODIFICATIONS.

1. Whereas the customs or exigencies of the trade require that in print works and bleaching and dyeing works male young persons of the age of sixteen years and upwards should be occasionally employed beyond the hours allowed by the Factory Acts: It shall be lawful for one of her Majesty's principal Secretaries of State, on due proof to his satisfaction that such customs or exigencies exist in the case of any print works, or bleaching and dyeing works, and that such occasional employment is not injurious to the health of such male young persons, from time to time, by order to be advertised in the London Gazette, or otherwise published in such manner as he may think fit, to give permission that in the case of any particular factory or class of factories male young persons of sixteen years of age and upwards may be employed for a period not exceeding fifteen hours on any one day:

Provided that—

1st. They are not so employed except between the hours of six in the morning and nine in the evening.

2nd. In addition to the time allowed under the Factory Acts for meals they shall be allowed half-an-hour for a meal after the hour of six in the evening.

3rd. They are not so employed on the whole for more than seventy-two days in any period of twelve months, or for more than five consecutive days in any one week.

2. Where it is shown to one of her Majesty's principal Secretaries of State that, by reason of the nature of any process in any print works or bleaching and dyeing works, the time for the completion of such process cannot be accurately fixed, it shall be lawful for such Secretary of State from time to time, by order to be advertised in the London Gazette or otherwise published in such manner as he may think fit, to give permission in the case of any factory or class of factories that if, during the time limited by the order or during the continuance of the order, such process is in an incomplete state at the hour at which any child, young person, or woman employed in such process is required by this Act to cease work, such child, young person, or woman may be employed in such process for a period not exceeding thirty minutes beyond the said hour.

3. *See* 7 & 8 *Vict. c.* 15, *ss.* 33, 34. 13 & 14 *Vict. c.* 54, *s.* 5. 16 & 17 *Vict. c.* 104, *s.* 3.] In bleaching and dyeing works time lost by the breakage of machinery or by reason of frost or snow may be recovered in the same manner and subject to the same conditions as time lost by stoppages from want of water or from too much water may be recovered under the Factory Acts.

4. *See* 23 & 24 *Vict. c.* 78, *s.* 8.] So much of the Factory Acts as provides that all the young persons employed in a factory shall have the time for meals at the same period of the day shall not apply to male young persons employed in that part of any print works or bleaching and dyeing works in which the process of dyeing or open-air bleaching is carried on; and nothing in the Factory Acts shall be deemed to prevent in any such part any male young person, during the time allowed for meals to any other young person, or to any child or woman, from being employed or allowed to remain in any room in which any manufacturing process is carried on, or to prevent, during the time allowed for meals to any male young person, any other young person or any child or woman from being employed or allowed to remain in any room in which any manufacturing process is carried on.

5. 7 & 8 *Vict. c.* 15, *s.* 31.—So much of the Factory Acts as provides that in any factory in which the labour of young persons is restricted to ten hours in any one day a child may be employed ten hours in any one day on three alternate days of every week, subject to the conditions specified in the said Factory Acts, shall extend to authorise, in print works and bleaching and dyeing works in which the labour of young persons is restricted to ten hours and a half in any one day, the employment of children for ten hours and a half in any one day on three alternate days of every week, subject to the said conditions.

6. In the operation of bleaching by the open-air process, and in the process of Turkey-red dyeing, whenever emergencies arising from the state of the weather or the nature of the processes render it necessary, any woman or young person may, subject to the provisions of the principal Act and this Act, work according to the accustomed hours of the trade: provided that—

(1.) The hours of actual work do not exceed ten and a half hours in any one day:

(2.) The hours of actual work do not exceed sixty hours in any one week, such week to be reckoned between midnight on Saturday night and midnight on the succeeding Saturday night:

(3.) Reasonable intervals for meals, amounting in the whole to not less than the amount of time required for such intervals by the Factory Acts, shall be allowed to such woman or young person:

(4.) No such woman or young person shall be so employed between seven o'clock in the evening and five o'clock next morning:

Provided that, for the purpose only of preventing any damage which may arise from spontaneous combustion in the process of Turkey-red dyeing, or from any extraordinary atmospheric influence in the process of open-air bleaching, women and young persons may be employed so far as is necessary for the purpose of preventing such damage.

7. Whereas the exigencies of the processes of Turkey-red dyeing require that the hours between which young persons and women, or certain sets of them, may be employed, should be varied so as to correspond to the accustomed hours of the trade: It is hereby declared, that it shall be lawful for one of her Majesty's Principal Secretaries of State from time to time, by order, to be advertised in the London Gazette, or otherwise published in such manner as he may think fit, to give permission that in the case of any particular factory or class of factories in which the process of Turkey-red dyeing is carried on, young persons and women, or any of them, or any sets of them, or of any of them, may, during the time specified in the order, or until further order, or on any day or days named in such order, be employed in such process between the hours specified in the order instead of between the hours prescribed by the Factory Acts; and, so far as respects the persons referred to in any such order, the Factory Acts shall, during the continuance of such order, be read as if the hours specified in the order were, throughout such Acts, substituted for the hours prescribed by the Factory Acts: provided that—

(1.) No young person or woman shall be employed in pursuance of such order after half-past four o'clock in the afternoon of Saturday.

(2.) Notice of the hours between which women and young persons are to be employed in pursuance of this modification, in such form as the inspectors of factories may direct, and signed by one of such inspectors, and the occupier or his agent, shall, during the continuance of the order, be kept hung up in such conspicuous place in the factory as may be required by one of such inspectors.

8. Where, under the modifications contained in any schedule to the principal Act or to this Act, any child, young person, or woman is employed otherwise than under an order of the Secretary of State, during any hours different from those of the Factory Acts, the day on which and the period during which he or she is so employed shall be entered by the occupier of the factory in a register, which shall be in such form as the inspectors of factories may direct, and shall be deemed to be a register within the meaning of the Factory Acts.

SECOND SCHEDULE.

PERMANENT MODIFICATION.

See modification 14 *in* 30 & 31 *Vict. c.* 103, *Sch.*—In the manufacture of preserves from fruit, and in the processes of preserving or curing fish, women may be employed between the first of June and the twenty-fourth day of December for a period not exceeding fourteen hours on any one day:

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Provided that—

1st. They shall not be so employed except between the hours of six in the morning and eight in the evening, or in a factory in which permission has been given by the Secretary of State to work between the hours of seven in the morning and seven in the evening, or of eight in the morning and eight in the evening, then except between the hours of seven in the morning and nine in the evening, or eight in the morning and ten in the evening, as the case may be.

2nd. In addition to the time allowed under the Factory Acts for meals, they shall be allowed half an hour for a meal after the hour of five in the evening.

3rd. They shall not be so employed on the whole for more than ninety-six days during the said period between the 1st day of June and the 24th day of December.

4th. They shall not be so employed for more than five consecutive days in any one week.

THIRD SCHEDULE.

FIRST PART.

Acts wholly repealed.

Year and chapter.	Title.
8 & 9 Vict. c. 29.	An Act to regulate the labour of children, young persons, and women in the print works.
10 & 11 Vict. c. 70.	An Act to amend the law as to the school attendance of children employed in print works.
23 & 24 Vict. c. 78.	An Act to place the employment of women, young persons, and children in bleaching works and dyeing works under the regulations of the Factories Acts.
25 & 26 Vict. c. 8.	An Act to prevent the employment of women and children during the night in certain operations connected with bleaching by the open-air process.
26 & 27 Vict. c. 38.	An Act to amend the Act for placing the employment of women, young persons, and children in bleaching and dyeing works under the regulation of the Factories Acts.
27 & 28 Vict. c. 98.	An Act for extending the provisions of "The Bleaching and Dyeing Works Act, 1860."

SECOND PART.

Act partly repealed.

Year and chapter.	Title.	Extent of repeal.
30 & 31 Vict. c. 103.	The Factory Acts Extension Act, 1867.	Paragraphs 2 and 3 of section 5.

CAP. LXIII.

An Act to limit wages arrestment in Scotland. [9th August, 1870.

CAP. LXIV.

An Act to amend the Petty Sessions Clerk (Ireland) Act, 1858. [9th August, 1870.

CAP. LXV.

An Act to amend the law relating to advertisements respecting stolen goods. [9th August, 1870.

24 & 25 Vict. c. 96, s. 102.] Whereas under section 102 of the Act of the session of the 24th and 25th years of the reign of her present Majesty, chapter 96, intituled "An Act to consolidate and amend the statute law of England and Ireland relating to larceny and other similar offences," any person who prints or publishes advertisements for the return of stolen goods without questions being asked, or the like advertisements therein mentioned, forfeits the sum of £50 to any person who will sue for the same by action of debt:

And whereas the provision in the said section has given occasion to many vexatious proceedings at the instance of common informers against printers and publishers of newspapers, and it is expedient to discourage the same:

Be it enacted, &c.

1. *Short title.*] This Act may be cited as The Larceny (Advertisements) Act, 1870, and shall be construed as one with the recited Act, which may be cited as The Larceny Act, 1861, and that Act and this Act may be cited together as the Larceny Acts of 1861 and 1870.

2. *Definition of "newspaper."*] In this Act the term "newspaper" means a newspaper as defined for the purposes of the Acts for the time being in force relating to the carriage of newspapers by post.

3. *Limitation of actions for advertisements of reward for return of stolen property.*] Every action against the printer or publisher of a newspaper to recover a forfeiture under section 102 of the Larceny Act, 1861, shall be brought within six months after the forfeiture is incurred, and no such action against the printer or publisher of a newspaper shall be brought unless the assent in writing of her Majesty's Attorney-General or Solicitor-General for England, if the action is brought in England, or for Ireland, if the action is brought in Ireland, has been first obtained to the bringing of such action.

4. *Stay of proceedings in action brought before passing of the Act.*] Where any action has been brought before the passing of this Act against the printer or publisher of any newspaper for the recovery of any forfeiture incurred under section 102 of The Larceny Act, 1861, the defendant in such action may apply to a judge, if the action is brought in England, of one of the Superior Courts at Westminster, and if the action is brought in Ireland, of one of the Superior Courts at Dublin; and such judge upon such application and upon proof that sufficient notice of the application has been given to the plaintiff or his attorney, shall order that upon payment by the defendant of the plaintiff's costs out of pocket, incurred in the action up to the time of the application, the action shall be discontinued, or (if the forfeiture was incurred within six months before the passing of this Act) shall be discontinued unless the plaintiff before the expiration of six months from the date of the forfeiture obtained the assent required by this Act to the bringing of such action, and shall be stayed until such assent is obtained.

CAP. LXVI.

An Act to make further provision for the government of British Columbia. [9th August, 1870.

CAP. LXVII.

An Act to shorten the time of active service in the army, and to amend in certain respects the law of enlistment. [9th August, 1870.

CAP. LXVIII.

An Act to amend the Acts relating to the militia of the United Kingdom. [9th August, 1870.

CAP. LXIX.

An Act for further promoting the revision of the statute law by repealing certain enactments that have ceased to be in force or are consolidated by certain Acts of the present session. [9th August, 1870.

CAP. LXX.

An Act to facilitate in certain cases the obtaining of powers for the construction of gas and water works and for the supply of gas and water. [9th August, 1870.

Be it enacted, &c.

Preliminary.

1. *Short Title.*] This Act may be cited for all purposes as "The Gas and Water Works Facilities Act, 1870."

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2. *Interpretation of Terms.*] For the purposes of this Act the terms hereinafter mentioned shall have the meanings hereinafter assigned to them, that is to say:—

The term "local authority" shall mean the bodies of persons named in the table in the schedule (A.) to this Act annexed:

The term "road" shall mean any carriage-way being a public highway, and any bridge forming part of the same:

The term "road authority" shall mean any local authority, board, town council, body corporate, commissioners, trustees, vestry, or other body or persons in whom a road as defined by this Act is vested, or who have the power to maintain or repair such road:

The term "district," in relation to a local authority, shall mean the area within the jurisdiction of such local authority:

The term "The Lands Clauses Acts" means, so far as the provisional order in which that term is used relates to England or Ireland, the Lands Clauses Consolidation Act, 1845; and, so far as the same relates to Scotland, the Lands Clauses Consolidation (Scotland) Act, 1845; together with, in each case, the Lands Clauses Consolidation Acts Amendment Act, 1860.

Description of cases within this act.

3. *Act to apply to certain cases.*] This Act shall apply where powers are required for all or any of the purposes following:—

(1.) To construct or to maintain and continue gas works and works connected therewith, or to manufacture and supply gas in any district within which there is not an existing company, corporation, body of commissioners, or person empowered by Act of Parliament to construct such works or to manufacture and supply gas:

(2.) To construct or to maintain and continue waterworks and works connected therewith, or to supply water in any district within which there is not an existing company, corporation, body of commissioners, or person empowered by Act of Parliament to construct such works and to supply water:

(3.) To raise additional capital necessary for any of the purposes aforesaid:

(4.) To enable two or more companies or persons duly authorised to supply gas or water in any district or in adjoining districts to enter into agreements jointly to furnish such supply, or to amalgamate their undertakings:

(5.) To authorise two or more companies or persons supplying gas or water in any district or in adjoining districts to manufacture and supply gas or to supply water, and to enter into agreements jointly to furnish such supply and amalgamate their undertakings:

and such purposes, or any one or more of them, as the case may be, shall, for the purposes of this Act, be deemed to be included in the term "gas undertaking" or "water undertaking," according as the same relate to the supply of gas or water; provided that any gas or water company empowered as aforesaid may apply for and avail themselves of the facilities of this Act within their own districts respectively.

Provisional orders authorising gas and water undertakings.

4. *By whom provisional orders authorising undertakings may be obtained.*] Provisional orders authorising any gas undertaking or water undertaking under the authority of this Act may be obtained in any district by any company, companies, or person; and in the construction of this Act the term "the undertakers" shall be deemed to include any such company, companies, or person.

Where the undertakers require powers for the purpose of constructing gasworks or waterworks, or works connected therewith within any district, the consent of the local authority of such district shall be necessary before any provisional order can be obtained; and where in such district there is a road authority distinct from the local authority, the consent of such road authority shall also be necessary in any case where power is sought to break up any road of such road authority, before any provisional order can be obtained, unless the Board of Trade in any case in which the consent of the local authority or road authority is refused are of opinion, after inquiry that, having regard to all the circumstances of the case, such consent ought to be dispensed with, and in such case they shall make a special report, stating the grounds upon which they have dispensed with such consent.

5. *Notices and deposit of documents by promoters as in schedule.*] The undertakers intending to make an application for a provisional order in pursuance of this Act shall proceed as follows:

(1.) On or before the 1st of November next before their application they shall give notice in writing of their intention to make the same to every company, corporation, or person (if any) supplying gas (if the proposed application relates to gasworks) or water (if the proposed application relates to waterworks) within the district to which the proposed application refers:

(2.) In the months of October and November next before their application, or in one of those months, they shall publish notice of their intention to make such application by advertisement, according to the regulations contained in part 1 of the schedule (B.) to this Act; and where it is proposed to abstract water from any stream for any waterwork, they shall give notice in writing of their intention to make such application to the owners or reputed owners, lessees or reputed lessees, and occupiers of all mills and manufactories or other works using the waters of such stream for a distance of twenty miles below the point at which such water is intended to be abstracted, such distance to be measured along the course of such stream, unless such waters shall within a less distance than twenty miles fall into or unite with any navigable stream and then only to the owners or reputed owners, lessees or reputed lessees, and occupiers of such mills and manufactories as aforesaid which shall be situate between the point at which such water is proposed to be abstracted and the point at which such waters shall fall into or unite with such navigable stream; and such notice shall state the name (if any) by which the stream is known at the point at which such water shall be immediately abstracted, and also the parish in which such point is situate, and the time and place of the deposit of the plans and sections required by this Act to be deposited:

(3.) On or before the 30th day of the same month of November they shall deposit the documents described in part 2 of the same schedule, according to the regulations therein contained:

(4.) On or before the 23rd day of December in the same year they shall deposit the documents described in part 3 of the same schedule, according to the regulations therein contained.

All maps, plans, and documents required by this Act to be deposited for the purposes of any provisional order may be deposited with the persons and in the manner directed by the Act of the session of Parliament held in the seventh year of the reign of his late Majesty King William the Fourth and the first year of her present Majesty, intituled "An Act to compel clerks of the peace for counties and other persons to take the custody of such documents as shall be directed to be deposited with them under the standing orders of either House of Parliament;" and all the provisions of that Act shall apply accordingly.

6. *Power for Board of Trade to determine on application and on objection.* The Board of Trade shall consider the application, and also any objection thereto that may be lodged with them on or before such day as they from time to time appoint, and shall determine whether or not the undertakers may proceed with the application.

7. *Power for Board of Trade to make provisional order.*] Where it appears to the Board of Trade expedient and proper that the application should be granted, with or without addition or modification, or subject or not to any restriction or condition, and it has been proved to their satisfaction that all the requisitions of section 5 of this Act have been in all respects complied with, the Board of Trade may settle and make a provisional order accordingly.

Every such provisional order if it relates to gasworks shall expressly restrict the undertakers from manufacturing gas or any residual products arising in the manufacture of gas on any land except such as is specified in that behalf

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in the order; and shall also expressly restrict them from storing gas on any land except such as is specified in that behalf in the order within 300 yards from any dwelling-house existing at the time when the undertakers propose to store gas on such land, without the consent in writing of the owner, lessee, and occupier of such dwelling-house.

Form and contents of provisional order.] Every such provisional order shall contain such other provisions as, according to the nature of the application and the facts and circumstances of each case, the Board of Trade thinks fit to submit to Parliament for confirmation in manner provided by this Act; but so that any such provisional order shall not contain any provision for empowering the undertakers or any other person to acquire lands otherwise than by agreement, or to acquire any lands, even by agreement, except to an extent therein limited.

Costs of order.] The costs of and connected with the preparation and making of each provisional order shall be paid by the undertakers, and the Board of Trade may require the undertakers to give security for such costs before they proceed with the provisional order.

8. *Publication of provisional order as in schedule.*] When a provisional order has been made as aforesaid and delivered to the undertakers, the undertakers shall forthwith deposit and publish the same by advertisement according to the regulations contained in part four of the schedule (B.) to this Act.

9. *Confirmation of provisional order by Act of Parliament.*] On proof to the satisfaction of the Board of Trade of the completion of such publication as aforesaid, the Board of Trade shall, as soon as they conveniently can after the expiration of seven days from the completion of such publication in relation to any provisional order which shall have been published as aforesaid, not later than the 25th of April in any year procure a bill to be introduced into either House of Parliament for an Act to confirm the provisional order, which shall be set out at length in the schedule to the bill; but until confirmation by Act of Parliament a provisional order under this Act shall not have any operation.

If while any such bill is pending in either House of Parliament a petition is presented against any provisional order comprised therein, the bill, so far as it relates to the order petitioned against, may be referred to a select committee, and the petitioner shall be allowed to appear and oppose as in the case of a bill for a special Act.

The Act of Parliament confirming any provisional order under this Act shall be deemed a public general Act.

10. *Incorporation of general Acts in provisional order.*] The provisions of the Lands Clauses Act shall be incorporated with every provisional order under this Act, save where the same are expressly varied or excepted by any such provisional order, and except as to the following provisions, namely:—

(1.) With respect to the purchase and taking of lands otherwise than by agreement:

(2.) With respect to the entry upon lands by the promoters of the undertaking.

Where a provisional order authorises a gas undertaking the provisions of the Gasworks Clauses Act, 1847, shall be incorporated with such provisional order, save where the same are thereby expressly varied or excepted.

Where a provisional order authorises a water undertaking the provisions of the Waterworks Clauses Act, 1847, and of the Waterworks Clauses Act, 1863, shall be incorporated with such provisional order, save where the same are thereby expressly varied or excepted.

For the purposes of such incorporation a provisional order under this Act shall be deemed the special Act.

11. *Cesser of powers at expiration of prescribed time.*] If any undertakers empowered by any provisional order under this Act to make works do not, within three years from the date of such provisional order, or within any shorter period prescribed therein, complete the works; or,

If within one year from the date of the provisional order, or within such shorter time as is prescribed in the provisional order, the works are not substantially commenced; or

If the works are commenced, but whilst the powers to carry them on exist are suspended without a reason sufficient in the opinion of the Board of Trade to warrant such suspension;

the powers given by the provisional order to the undertakers for executing such works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as is then completed, unless the time be prolonged by the special direction of the Board of Trade.

A statement in writing by the Board of Trade to the effect that such works have not been completed, or that the works have not been substantially commenced, or that they have been suspended without sufficient reason, shall be conclusive evidence for the purposes of this section of such non-completion, non-commencement, or suspension.

12. *Gas rents and water rates in schedule.*] The undertakers empowered by any provisional order under this Act may demand and take, in respect of gas or water supplied by them under the authority of such provisional order, rents and rates respectively not exceeding the sums specified in such provisional order, subject and according to the regulations therein specified.

13. *Company not exempt from provisions of general Act.*] Nothing in any provisional order, or Act confirming the same, shall exempt the undertaking, or the company, corporation, or person to whom it belongs, from the provisions of any general Act of Parliament relating to gasworks or waterworks, passed after the passing of this Act, or from any revision or alteration under the authority of Parliament of the maximum rents and rates allowed to be taken under the provisional order.

14. *Queen in council may substitute any department for Board of Trade for the purposes of this Act.*] For the purpose of carrying into effect the provisions of this Act, it shall be lawful for her Majesty at any time after the passing of this Act, by order in council, to substitute for the Board of Trade any other department of her Majesty's Government, and from and after such time as may be specified for the purpose in any such order, or if no time be specified therein from and after the date of such order, all matters to be done in pursuance of this Act by or in connection with the Board of Trade shall be done by or in connection with such substituted department.

15. *Act not to apply to metropolis.*] This Act shall not apply to any place within the metropolis, as the same is defined in the Metropolis Management Act, 1855.

SCHEDULE A.

Districts of Local Authorities.	Description of Local Authority of District set opposite its Name.
England and Wales.	
Boroughs (1.)	The mayor, aldermen, and burgesses acting by the council
Any place other than a borough, and under the jurisdiction of commissioners, trustees, or other persons intrusted by any Local Act with powers of improving, cleansing, or paving any town.	The commissioners, trustees, or other persons intrusted by the Local Act with powers of improving, cleansing, or paving the town.
Any place not included in the above descriptions, and within the jurisdiction of local board constituted in pursuance of the Public Health Act, 1848, and the Local Government Act, 1858, or one of such Acts.	The local board.
Any place or parish not within the above descriptions, and in which a rate is levied for the maintenance of the poor.	The vestry, select vestry, or other body of persons, acting by virtue of any Act of Parliament, prescription, custom, or otherwise, as or instead of a vestry or select vestry.

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SCHEDULE A (*continued*).

Districts of Local Authorities.	Description of Local Authority of District set opposite its Name.
Scotland.	
Places within the jurisdiction of any town council, and not subject to the separate jurisdiction of police commissioners or trustees.	The town council.
In places within the jurisdiction of police commissioners or trustees exercising the functions of police commissioners under any General or Local Act.	The police commissioners or trustees.
In any parish or part thereof over which the jurisdiction of a town council or of police commissioners or trustees exercising the functions of police commissioners does not extend.	The parochial board.
Ireland.	
The city of Dublin	The Right Honourable the Lord Mayor, aldermen, and burgesses, acting by the town council.
Towns corporate, with exception of Dublin	The mayor, aldermen, and burgesses, acting by the town council.
Towns having commissioners under an Act made in the 9th year of the reign of George the Fourth, intituled "An Act to make provision for the Lighting, Cleansing, and Watching of Cities and Towns Corporate and Market Towns in Ireland in certain cases."	The commissioners.
Towns having municipal commissioners under 3 & 4 Vict. c. 108.	The municipal commissioners.
Towns having town commissioners under the Towns Improvement (Ireland) Act, 1854 (17 & 18 Vict. c. 103), or any Acts amending the same, or under any Local Act.	The town commissioners.
Townships having commissioners under Local Acts ...	The township commissioners.

(1.) "Borough" shall mean any place for the time being subject to an Act passed in the session holden in the 5th and 6th years of the reign of King William the Fourth, chapter 76, intituled "An Act to provide for the Regulation of Municipal Corporations in England and Wales."

SCHEDULE B.

Provisional Orders.

Part I.

Advertisement in October or November of intended application.

(1.) Every advertisement is to contain the following particulars:—

1. The objects of the intended application.
2. A general description of the nature of the proposed new works, if any.
3. The names of the townlands, parishes, townships, and extra-parochial places in which the proposed new works, if any, will be made.
4. The times and places at which the deposit under part 2 of this schedule will be made.
5. An office, either in London or at the place to which the intended application relates, at which printed copies of the draft provisional order, when deposited, and of the provisional order, when made, will be obtainable as hereinafter provided.

(2.) The whole notice is to be included in one advertisement, which is to be headed with a short title descriptive of the undertaking.

(3.) The advertisement is to be inserted once at least in each of two successive weeks in some one and the same newspaper published in the district affected by the proposed undertaking, where the proposed works (if any) will be made; or if there be no such newspaper, then in some one and the same newspaper published in the county in which every such district, or some part thereof, is situate; or if there be none, then in some one and the same newspaper published in some adjoining or neighbouring county.

(4.) The advertisement is also, in every case, to be inserted once at least in the London, Edinburgh, or Dublin Gazette, accordingly as the district is situate in England, Scotland, or Ireland.

Part II.

Deposit on or before 30th November.

(1.) The undertakers are to deposit—

1. A copy of the advertisement published by them.
2. If the application relates to gas, a map showing the land proposed to be used for the manufacture of gas, or of residual products arising in the manufacture of gas.
3. A proper plan and section of the proposed new works, if any, such plan and section to be prepared according to such regulations as may from time to time be made by the Board of Trade in that behalf.

(2.) The documents aforesaid are to be deposited for public inspection—

In England or Ireland, in the office of the clerk of the peace for every county, riding, or division: in Scotland, in the office of the principal sheriff clerk for every county, district, or division which will be affected by the proposed undertaking, or in which any proposed new work will be made.

(3.) The documents aforesaid are also to be deposited at the office of the Board of Trade.

Part III.

Deposit on or before 23rd December.

(1.) The undertakers are to deposit at the office of the Board of Trade—

1. A memorial signed by the undertakers, headed with a short title descriptive of the undertaking (corresponding with that at the head of the advertisement), addressed to the Board of Trade, and praying for a provisional order.
2. A printed draft of the provisional order as proposed by the undertakers, with any schedule referred to therein.
3. An estimate of the expense of the proposed new works, if any, signed by the persons making the same.

(2.) They are also to deposit a sufficient number of such printed copies at the office named in that behalf in the advertisement; such copies to be there furnished to all persons applying for them at the price of not more than one shilling each.

(3.) The memorial of the undertakers (to be written on foolscap paper, bookwise, with quarter margin) is to be in the following form, with such variations as circumstances require:—

[Short title of undertaking.]

To the Board of Trade,

The memorial of the undertakers of [short title of undertaking]

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Showeth as follows:

1. Your memorialists have published, in accordance with the requirements of the Gas and Water Works Facilities Act, 1870, the following advertisement:

[Here advertisement to be set out verbatim.]

2. Your memorialists have also deposited, in accordance with the requirements of the said Act, copies of the said advertisement and [Here state deposit of the several matters required by Act].

Your memorialists, therefore, pray that a provisional order may be made in the terms of the draft proposed by your memorialists, or in such other terms as may seem meet.

A.B.,
C.D.,
Undertakers.

PART IV.

Deposit and advertisement of provisional order when made.

(1.) The undertakers are to deposit printed copies of the provisional order, when settled and made, for public inspection in the offices of clerks of the peace and sheriff clerks, where the documents required to be deposited by them under part II. of this schedule were deposited.

(2.) They are also to deposit a sufficient number of such printed copies at the office named in that behalf in the advertisement, such copies to be there furnished to all persons applying for them at the price of —— each.

(3.) They are also to publish the provisional order as an advertisement once in the local newspaper in which the original advertisement of the intended application was published.

CAP. LXXI.

An Act for consolidating with amendments, certain enactments relating to the national debt.

[9th August, 1870.

1. *Short title.*
2. *Division of Act into parts.*
3. *Interpretation of terms.*
4. *Effect of schedules.*
5. *Continuance of existing permanent funded debt on existing terms.*
6. *Stock charged on consolidated fund.*
7. *Stock free from taxes.*
8. *Interests in stock indefeasible.*
9. *Stock personal estate.*
10. *Stock free from attachment.*
11. *Annuities to be several joint stocks.*
12. *Money for payment to be issuable.*
13. *Banks to have chief cashier and accountant general.*
14. *Issue by Treasury.*
15. *Application of issues by cashier.*
16. *Accounting by cashier, &c.*
17. *Receipt of dividends by executors, &c.*
18. *Evidence of title to dividend.*
19. *Dividends in case of infancy, &c., of a joint stockholder.*
20. *Dividend warrants by post.*
21. *Effect of posting a warrant.*
22. *Mode of transfer.*
23. *Transfer by executors, &c.*
24. *Evidence of title on transfer.*
25. *Closing of transfer books for dividends.*
26. *Certificate of title to stock.*
27. *Descriptions of stock for which certificates may be issued.*
28. *Limitation of amount of certificate.*
29. *Restriction on trustees taking stock certificates.*
30. *No notice of trust.*
31. *Stock in certificate outstanding not transferable.*
32. *Distinction between stock certificates to bearer and nominal certificates.*
33. *Nominee in a nominal certificate not entitled to have it renewed as nominal.*
34. *Rules as to coupons.*
35. *Payment of coupons.*
36. *Income tax.*
37. *Fees in respect of dealing with stock under this part.*
38. *Loss or destruction of certificate or coupon.*
39. *General regulations with respect to stock certificates and coupons.*
40. *Remuneration to banks.*
41. *Stock in certificate to have incidents of other stock except as to transfer, &c.*
42. *Application of this part to stock certificates already issued, &c.*
43. *Application for transfer between England and Ireland.*
44. *Restriction on transfer before closing of books.*
45. *Notices of transfers to and by National Debt Commissioners.*
46. *Stock transferred to National Debt Commissioners to be cancelled.*
47. *Transfer books to be kept by banks.*
48. *Bank to whom transfer made to write stock into their books.*
49. *Loss or destruction of certificate.*
50. *Application of this part to terminable annuities.*
51. *Transfer of unclaimed stock to National Debt Commissioners.*
52. *List of names from which stock transferred.*
53. *Mode of transfer.*
54. *Subsequent dividends on stock transferred to be invested, &c.*
55. *Re-transfer and payment to person showing title.*
56. *Three months' notice before re-transfer or payment.*
57. *Advertisements before re-transfer or payment.*
58. *Application to court to rescind order.*
59. *Bank not responsible to second claimant.*
60. *Order in favour of second claimant showing title.*
61. *Payment of unclaimed dividends to National Debt Commissioners.*
62. *Unclaimed stock in stock certificates and unclaimed coupons.*
63. *Investigation of circumstances of unclaimed dividends.*
64. *Allowance of expenses to bank.*
65. *Payment of compensation allowed.*
66. *Indemnity to banks.*
67. *Application of this part to stock already transferred, &c.*
68. *Application of this part to terminable annuities.*
69. *Yearly payment to National Debt Commissioners in respect of £2 10s. per cents.*
70. *No fee for paying dividends, &c. Penalty.*
71. *Stamp duty.*
72. *Continuance of Bank of England.*
73. *Extension of provisions as to executors, &c., to all stocks, &c.*
74. *Protection to banks.*

SCHEDULES.

THE FIRST SCHEDULE.

Stocks; Dividend Days; Redemption.

THE SECOND SCHEDULE.

Enactments referred to.

THE THIRD SCHEDULE.

Fees as to Stock Certificates.

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CAP. LXXII.

An Act for granting certificates to pedlars. [9th August, 1870.

1. *Short title.*
2. *Commencement of Act.*
3. *Interpretation of certain terms in the Act.*
4. *No one to act as a pedlar without certificate.*
5. *Grant of certificate.*
6. *Effect of certificate.*
7. *Certificate to be extended by indorsement to other districts than that for which it was granted.*
8. *Register of certificates to be kept in each district.*
9. *Forms of application to be kept at chief police office.*
10. *Certificate not to be assigned.*
11. *Certificate not to be borrowed.*
12. *Penalty for forging certificate.*
13. *Certificate not to be granted to certain persons.*
14. *Convictions to be indorsed on certificate.*
15. *Appeal against refusal of certificate by chief officer of police.*
16. *Court empowered to deprive pedlar of certificate.*
17. *Pedlar to show certificate to certain persons on demand.*
18. *Police empowered to inspect pedlar's pack.*
19. *Licences granted before Act to remain in force.*
20. *Summary proceedings for offences.*
21. *Application of fees.*
22. *Certificate not required by commercial travellers, sellers of fish, or sellers in fairs.*
23. *Reservation of powers of local authority.*

CAP. LXXIII.

An Act to continue certain Turnpike Acts in Great Britain, to repeal certain other Turnpike Acts, and to make further provisions concerning Turnpike roads. [9th August, 1870.

CAP. LXXIV.

An Act to confirm the award under "The Curragh of Kildare Act, 1868," and for other purposes relating thereto. [9th August, 1870.

CAP. LXXV.

An Act to provide for public elementary education in England and Wales. [9th August, 1870.

Be it enacted, &c.

Preliminary.

1. *Short title.*] This Act may be cited as "The Elementary Education Act, 1870."

2. *Extent of Act.*] This Act shall not extend to Scotland or Ireland.

3. *Definition of terms.*] In this Act—

The term "metropolis" means the places for the time being within the jurisdiction of the Metropolitan Board of Works under the Metropolis Management Act, 1855:

The term "borough" means any place for the time being subject to the Act of the session of the 5th and 6th years of the reign of King William the Fourth, chapter 76, intituled "An Act to provide for the regulation of municipal corporations in England and Wales," and the Acts amending the same:

The term "parish" means a place for which, for the time being, a separate poor rate is or can be made:

The term "person" includes a body corporate:

The term "Education Department" means "the Lords of the Committee of the Privy Council on Education:"

The term "her Majesty's inspectors" means the inspectors of schools appointed by her Majesty on the recommendation of the Education Department:

The term "managers" includes all persons who have the management of any elementary school, whether the legal interest in the schoolhouse is or is not vested in them:

The term "teacher" includes assistant teacher, pupil teacher, sewing mistress, and every person who forms part of the educational staff of a school:

The term "parent" includes guardian and every person who is liable to maintain or has the actual custody of any child:

The term "elementary school" means a school or department of a school at which elementary education is the principal part of the education there given, and does not include any school or department of a school at which the ordinary payments in respect of the instruction, from each scholar, exceed ninepence a week:

The term "schoolhouse" includes the teacher's dwelling-house, and the playground (if any) and the offices and all premises belonging to or required for a school:

The term "vestry" means the ratepayers of a parish meeting in vestry according to law:

The term "ratepayer" includes every person who, under the provisions of the Poor Rate Assessment and Collection Act, 1869, is deemed to be duly rated:

The term "parliamentary grant" means a grant made in aid of an elementary school, either annually or otherwise, out of moneys provided by Parliament for the civil service, intituled "For public education in Great Britain."

(I.) Local Provision for Schools.

4. *School districts, &c., in schedule.*] For the purposes of this Act the respective districts, boards, rates and funds, and authorities described in the first schedule to this Act shall be the school district, the school board, the local rate, and the rating authority.

Supply of schools.

5. *School district to have sufficient public schools.*—There shall be provided for every school district a sufficient amount of accommodation in public elementary schools (as hereinafter defined) available for all the children resident in such district for whose elementary education efficient and suitable provision is not otherwise made, and where there is an insufficient amount of such accommodation, in this Act referred to as "public school accommodation," the deficiency shall be supplied in manner provided by this Act.

6. *Supply of schools in case of deficiency.*—Where the Education Department, in the manner provided by this Act, are satisfied and have given public notice that there is an insufficient amount of public school accommodation for any school district, and the deficiency is not supplied as hereinafter required, a school board shall be formed for such district and shall supply such deficiency, and in case of default by the school board the Education Department shall cause the duty of such board to be performed in manner provided by this Act.

7. *Regulations for conduct of public elementary school.*—Every elementary school which is conducted in accordance with the following regulations shall be a public elementary school within the meaning of this Act; and every public elementary school shall be conducted in accordance with the following regulations (a copy of which regulations shall be conspicuously put up in every such school), namely:—

(1.) It shall not be required, as a condition of any child being admitted into or continuing in the school, that he shall attend or abstain from attending any Sunday-school, or any place of religious worship, or that he shall attend any religious observance or any instruction in religious subjects in the school or elsewhere, from which observance or instruction he may be withdrawn by his parent, or that he shall, if withdrawn by his parent, attend the school on any day exclusively set apart for religious observance by the religious body to which his parent belongs:

(2.) The time or times during which any religious observance is practised or instruction in religious subjects is given at any meeting of the school shall be, either at the beginning or at the end, or at the beginning and the end of such meeting, and shall be inserted in a time table to be approved by the Education Department, and to be kept permanently and conspicuously affixed in every schoolroom, and any scholar may be withdrawn by his

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parent from such observance or instruction without forfeiting any of the other benefits of the school:

(3.) The school shall be open at all times to the inspection of any of her Majesty's inspectors, so, however, that it shall be no part of the duties of such inspector to inquire into any instruction in religious subjects given at such school, or to examine any scholar therein in religious knowledge or in any religious subject or book:

(4.) The school shall be conducted in accordance with the conditions required to be fulfilled by an elementary school in order to obtain an annual parliamentary grant.

Proceedings for supply of schools.

8. *Determination by Education Department of deficiency of public school accommodation.*—For the purpose of determining with respect to every school district the amount of public school accommodation, if any, required for such district, the Education Department shall, immediately after the passing of this Act, cause such returns to be made as in this Act mentioned, and on receiving those returns, and after such inquiry, if any, as they think necessary, shall consider whether any and what public school accommodation is required for such district, and in so doing they shall take into consideration every school, whether public elementary or not, and whether actually situated in the school district or not, which in their opinion gives, or will when completed give, efficient elementary education to, and is, or will when completed be, suitable for the children of such district.

9. *Notice by Education Department of public school accommodation required.*—The Education Department shall publish a notice of their decision as to the public school accommodation for any school district, setting forth with respect to such district the description thereof, the number, size, and description of the schools (if any) available for such district which the Education Department have taken into consideration as above mentioned, and the amount and description of the public school accommodation, if any, which appears to them to be required for the district, and any other particulars which the Education Department think expedient.

If any persons being either—

(1.) Ratepayers of the district, not less than ten, or, if less than ten, being rated to the poor rate upon a rateable value of not less than one-third of the whole rateable value of the district, or,

(2.) The managers of any elementary school in the district,

feel aggrieved by such decision, such persons may, within one month after the publication of the notice, apply in writing to the Education Department for, and the Education Department shall direct, the holding of a public inquiry in manner provided by this Act.

At any time after the expiration of such month, if no public inquiry is directed, or after the receipt of the report made after such inquiry, as the case may be, the Education Department may, if they think that the amount of public school accommodation for the district is insufficient, publish a final notice stating the same particulars as were contained in the former notice, with such modifications (if any) as they think fit to make, and directing that the public school accommodation therein mentioned as required be supplied.

10. *Formation of school board and requisition to provide schools.*] If after the expiration of a time, not exceeding six months, to be limited by the final notice, the Education Department are satisfied that all the public school accommodation required by final notice to be supplied has not been so supplied, nor is in course of being supplied with due despatch, the Education Department shall cause a school board to be formed for the district as provided in this Act, and shall send a requisition to the school board so formed requiring them to take proceedings forthwith for supplying the public school accommodation mentioned in the requisition, and the school board shall supply the same accordingly.

11. *Proceedings on default of school board.*] If the school board fail to comply with the requisition within twelve months after the sending of such requisition in manner aforesaid, they shall be deemed to be in default, and if the Education Department are satisfied that such board are in default they may proceed in manner directed by this Act with respect to a school board in default.

12. *Formation of school boards without inquiry upon application.*] In the following cases, that is to say:—

(1.) Where application is made to the Education Department with respect to any school district by the persons who, if there were a school board in that district, would elect the school board, or with respect to any borough, by the council;

(2.) Where the Education Department are satisfied that the managers of any elementary school in any school district are unable or unwilling any longer to maintain such school, and that if the school is discontinued the amount of public school accommodation for such district will be insufficient;

the Education Department may, if they think fit, without making the inquiry or publishing the notices required by this Act before the formation of a school board, but after such inquiry, public or other, and such notice as the Education Department think sufficient, cause a school board to be formed for such district, and send a requisition to such school board in the same manner in all respects as if they had published a final notice.

An application for the purposes of this section may be made by a resolution passed by the said electing body after notice published at least a week previously, or by the Council, and the provisions of the second part of the second schedule to this Act with respect to the passing of such resolution shall be observed.

13. *Proceedings by Education Department after the first year.*] After the receipt of any returns under this Act subsequently to the first, with respect to any school district, and after such inquiry as the Education Department think necessary, the Education Department shall consider whether any and what public school accommodation is required in such district in the same manner as in the case of the first returns under this Act, and where in such district there is no school board acting under this Act they may issue notices and take proceedings in the same manner as they may after the receipt of the first returns under this Act, and where there is a school board in such district they shall proceed in manner directed by this Act.

Management and maintenance of schools by school board.

14. *Management of school by school board.*] Every school provided by a school board shall be conducted under the control and management of such board in accordance with the following regulations:—

(1.) The school shall be a public elementary school within the meaning of this Act:

(2.) No religious catechism or religious formulary which is distinctive of any particular denomination shall be taught in the school.

15. *Appointment of managers by school board.*] The school board may, if they think fit, from time to time delegate any of their powers under this Act except the power of raising money, and in particular may delegate the control and management of any school provided by them, with or without any conditions or restrictions to a body of managers appointed by them, consisting of not less than three persons.

The school board may from time to time remove all or any of such managers and within the limits allowed by this section add to or diminish the number of or otherwise alter the constitution or powers of any body of managers formed by it under this section.

Any manager appointed under this section may resign on given written notice to the board. The rules contained in the third schedule to this Act respecting the proceedings of bodies of managers appointed by a school board shall be observed.

16. *Neglect by board of regulations of public elementary schools.*] If the school board do or permit any act in contravention of, or fail to comply with the regulations according to which a school provided by them is required by this Act to be conducted, the Education Department may declare the school board to be and such board shall accordingly be deemed to be a board in default, and the Education Department may proceed accordingly, and every act or omission of any member of the school board, or manager appointed by them, or any person under the control of the board, shall

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be deemed to be permitted by the board, unless the contrary be proved.

If any dispute arises as to whether the school board have done or permitted any act in contravention of, or have failed to comply with the said regulations, the matter shall be referred to the Education Department, whose decision thereon shall be final.

17. *Fees of children.*] Every child attending a school provided by any school board shall pay such weekly fee as may be prescribed by the school board, with the consent of the Education Department, but the school board may from time to time, for a renewable period not exceeding six months, remit the whole or any part of such fee in the case of any child, when they are of opinion that the parent of such child is unable from poverty to pay the same, but such remission shall not be deemed to be parochial relief given to such parent.

18. *Maintenance by school board of schools and sufficient school accommodation.*] The school board shall maintain and keep efficient every school provided by such board, and shall from time to time provide such additional school accommodation as is, in their opinion, necessary in order to supply a sufficient amount of public school accommodation for their district.

A school board may discontinue any school provided by them, or change the site of any such school, if they satisfy the Education Department that the school to be discontinued is unnecessary, or that such change of site is expedient.

If at any time the Education Department are satisfied that a school board have failed to perform their duty, either by not maintaining or keeping efficient every school provided by them, or by not providing such additional school accommodation as in the opinion of the Education Department is necessary in order to supply a sufficient amount of public school accommodation in their district, the Education Department may send them a requisition requiring them to fulfil the duty which they have so failed to perform; and if the school board fail within the time limited by such requisition, not being less than three months, to comply therewith to the satisfaction of the Education Department such board shall be deemed to be a school board in default, and the Education Department may proceed accordingly.

19. *Powers of school board for providing schools.*] Every school board for the purpose of providing sufficient public school accommodation for their district, whether in obedience to any requisition or not, may provide, by building or otherwise, schoolhouses properly fitted up, and improve, enlarge, and fit up any schoolhouse provided by them, and supply school apparatus and everything necessary for the efficiency of the schools provided by them, and purchase and take on lease any land, and any right over land, or may exercise any of such powers.

20. *Compulsory purchase of sites.*] With respect to the purchase of land by school boards for the purposes of this Act, the following provisions shall have effect, that is to say:—

(1.) *Regulations as to the purchase of land compulsorily.*] The Lands Clauses Consolidation Act, 1845, and the Acts amending the same, shall be incorporated with this Act, except the provisions relating to access to the special Act; and in construing those Acts for the purposes of this section the special Act shall be construed to mean this Act, and the promoters of the undertaking shall be construed to mean the school board, and land shall be construed to include any right over land:

(2.) The school board, before putting in force any of the powers of the said Acts with respect to the purchase and taking of land otherwise than by agreement, shall—

(a.) *Publication of notices.*] Publish during three consecutive weeks in the months of October and November, or either of them, a notice describing shortly the object for which the land is proposed to be taken, naming a place where a plan of the land proposed to be taken may be seen at all reasonable hours, and stating the quantity of land that they require; and shall further,

(b.) *Service of notices.*] After such publication, serve a notice in manner mentioned in this section on every owner or reputed owner, lessee or reputed lessee, and occupier of such land, defining in each case the particular land intended to be taken, and requiring an answer stating whether the person so served assents, dissents, or is neuter in respect of taking such land;

(c.) Such notice shall be served—

(a.) By delivery of the same personally on the person required to be served, or, if such person is absent abroad, to his agent; or

(b.) By leaving the same at the usual or last known place of abode of such person as aforesaid, or by forwarding the same by post in a registered letter, addressed to the usual or last known place of abode of such person:

(3.) *Petition to Education Department.*] Upon compliance with the provisions contained in this section with respect to notices the school board may, if they think fit, present a petition under their seal to the Education Department, praying that an order may be made authorising the school board to put in force the powers of the said Acts with respect to the purchase and taking of land otherwise than by agreement, so far as regards the land therein mentioned; the petition shall state the land intended to be taken and the purposes for which it is required, and the names of the owners, lessees, and occupiers of land who have assented, dissented, or are neuter in respect of the taking of such land, or who have returned no answer to the notice, and shall be supported by such evidence as the Education Department may from time to time require:

(4.) If, on consideration of the petition and proof of the publication and service of the proper notices, the Education Department think fit to proceed with the case, they may, if they think fit, appoint some person to inquire in the district in which the land is situate respecting the propriety of the proposed order, and also direct such person to hold a public inquiry:

(5.) After such consideration and proof, and after receiving a report made upon any such inquiry, the Education Department may make the order prayed for, authorising the school board to put in force with reference to the land referred to in such order the powers of the said Acts with respect to the purchase and taking of land otherwise than by agreement, or any of them, and either absolutely or with such conditions and modifications as they may think fit, and it shall be the duty of the school board to serve a copy of any order so made in the manner and upon the persons in which and upon whom notices in respect of the land to which the order relates are required by this Act to be served:

(6.) *No order valid until confirmed by Parliament.*] No order so made shall be of any validity unless the same has been confirmed by Act of Parliament; and it shall be lawful for the Education Department, as soon as conveniently may be, to obtain such confirmation, and the Act confirming such order shall be deemed to be a public general Act of Parliament:

(7.) The Education Department, in case of their refusing or modifying such order, may make such order as they think fit for the allowance of the costs, charges, and expenses of any person whose land is proposed to be taken of and incident to such application and inquiry respectively:

(8.) *Costs how to be defrayed.*] All costs, charges, and expenses incurred by the Education Department in relation to any order under this section shall, to such amount as the Commissioners of her Majesty's Treasury think proper to direct, and all costs, charges, and expenses of any person which shall be so allowed by the Education Department as aforesaid shall, become a charge upon the school fund of the district to which such order relates, and be repaid to the said Commissioners of her Majesty's Treasury or to such person respectively, by annual instalments not exceeding five, together with interest after the yearly rate of £5 in the hundred, to be computed from the date of any such direction of the said commissioners, or allowance of such costs, charges, and expenses re-

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spectively upon so much of the principal sum due in respect of the said costs, charges, and expenses as may from time to time remain unpaid.

The School Sites Act as defined in the fourth schedule to this Act shall apply in the same manner as if the school board were trustees or managers of a school within the meaning of those Acts, and land may be acquired under any of the Acts mentioned in this section, or partly under one and partly under another Act.

21. *Purchase of land by managers of public elementary school.*] For the purpose of the purchase by the managers of any public elementary school of a schoolhouse for such school, or a site for the same, "The Lands Clauses Consolidation Act, 1845," and the Acts amending the same (except so much as relates to the purchase of land otherwise than by agreement), shall be incorporated with this Act; and in construing those Acts for the purposes of this section the special Act shall be construed to mean this Act, and the promoters of the undertaking shall be construed to mean such managers, and land shall be construed to include any right over land.

The conveyance of any land so purchased may be in the form prescribed by the School Sites Acts, or any of them, with this modification, that the conveyance shall express that the land shall be held upon trust for the purpose of a public elementary school within the meaning of this Act, or some one of such purposes which may be specified, and for no other purpose whatever.

Land may be acquired under the Acts incorporated with this section, or under the School Sites Acts, or any of them, or partly under one and partly under another Act.

Any person desirous of establishing a public elementary school shall be deemed to be managers for the purpose of this section if they obtain the approval of the Education Department to the establishment of such school.

22. *Sale or lease of schoolhouse.*] The provisions of the Charitable Trusts Acts, 1853 to 1869, which relate to the sale, leasing, and exchange of lands belonging to any charity, shall extend to the sale, leasing, and exchange of the whole or any part of any land or schoolhouse belonging to a school board which may not be required by such board, with this modification, that the Education Department shall for the purposes of this section be deemed to be substituted in those Acts for the Charity Commissioners.

23. *Managers may transfer school to school board.*] The managers of any elementary school in the district of a school board may, in manner provided by this Act, make an arrangement with the school board for transferring their school to such school board, and the school board may assent to such arrangement.

An arrangement under this section may be made by the managers by a resolution or other act as follows, that is to say:—

(1.) Where there is any instrument declaring the trusts of the school, and such instrument provides any manner in which or any assent with which a resolution or act binding the managers is to be passed or done, then in accordance with the provisions of such instrument:

(2.) Where there is no such instrument, or such instrument contains no such provisions, then in the manner and with the assent, if any, in and with which it may be shown to the Education Department to have been usual for a resolution or act binding such managers to be passed or done:

(3.) If no manner or assent can be shown to have been usual, then, by a resolution passed by a majority of not less than two-thirds of those members of their body who are present at a meeting of the body summoned for the purpose, and vote on the question, and with the assent of any other person whose assent under the circumstances appears to the Education Department to be requisite.

And in every case such arrangement shall be made only—

(1.) With the consent of the Education Department; and,

(2.) If there are annual subscribers to such school, with the consent of a majority, not being less than two-thirds in number, of those of the annual subscribers who are present at a meeting duly summoned for the purpose, and vote on the question.

Provided that where there is any instrument declaring the trusts of the school, and such instrument contains any provision for the alienation of the school by any persons or in any manner or subject to any consent, any arrangement under this section shall be made by the persons in the manner and with the consent so provided.

Where it appears to the Education Department that there is any trustee of the school who is not a manager, they shall cause the managers to serve on such trustee, if his name and address are known, such notice as the Education Department think sufficient; and the Education Department shall consider and have due regard to any objections and representations he may make respecting the proposed transfer.

The Education Department shall consider and have due regard to any objections and representations respecting the proposed transfer which may be made by any person who has contributed to the establishment of such school.

After the expiration of six months from the date of transfer the consent of the Education Department shall be conclusive evidence that the arrangement has been made in conformity with this section.

An arrangemement under this section may provide for the absolute conveyance to the school board of all the interest in the schoolhouse possessed by the managers or by any person who is trustee for them or for the school, or for the lease of the same, with or without any restrictions, and either at a nominal rent or otherwise, to the school board, or for the use by the school board of the schoolhouse during part of the week, and for the use of the same by the managers or some other person during the remainder of the week, or for any arrangement that may be agreed on. The arrangement may also provide for the transfer or application of any endowment belonging to the school, or for the school board undertaking to discharge any debt charged on the school not exceeding the value of the interest in the schoolhouse or endowment transferred to them.

When an arrangement is made under this section, the managers may, whether the legal interest in the schoolhouse or endowment is vested in them or in some person as trustee for them or the school, convey to the school board all such interest in the schoolhouse and endowment as is vested in them or in such trustee, or such smaller interests as may be required under the arrangement.

Nothing in this section shall authorise the managers to transfer any property which is not vested in them, or a trustee for them, or held in trust for the school; and where any person has any right given him by the trusts of the school to use the school for any particular purpose independently of such managers, nothing in this section shall authorise any interference with such right except with the consent of such person.

Every school so transferred shall, to such extent and during such times as the school board have, under such arrangement, any control over the school, be deemed to be a school provided by the school board.

24. *Re-transfer of school by school board to managers.*] Where any school or any interest therein has been transferred by the managers thereof to the school board of any school district in pursuance of this Act, the school board of such district may, by a resolution passed as hereinafter mentioned, and with the consent of the Education Department, re-transfer such school or such interest therein to a body of managers qualified to hold the same under the trusts of the school as they existed before such transfer to the school board, and upon such re-transfer may convey all the interest in the schoolhouse, and in any endowment belonging to the school vested in the school board.

A resolution for the purpose of this section may be passed by a majority of not less than two-thirds of those members of the school board who are present at a meeting duly convened for the purpose, and vote on the question.

The Education Department shall not give their consent to any such re-transfer unless they are satisfied that any money expended upon such school out of a loan raised by the school board of such district has been or will, on the completion of the re-transfer, be repaid to the school board.

Every school so re-transferred shall cease to be a school provided by a school board, and shall be held upon the same trusts on which it was held before it was transferred to the school board.

Miscellaneous powers of school board.

25. *Payment of school fees.*] The school board may, if they think fit, from time to time, for a renewable period not exceeding six months, pay the whole or any part of the school fees payable at any public elementary school by any child resident in their district whose parent is in their

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opinion unable from poverty to pay the same; but no such payment shall be made or refused on condition of the child attending any public elementary school other than such as may be selected by the parent; and such payment shall not be deemed to be parochial relief given to such parent.

26. *Establishment of free school in special cases.*] If a school board satisfy the Education Department that, on the ground of the poverty of the inhabitants of any place in their district, it is expedient for the interests of education to provide a school at which no fees shall be required from the scholars, the board may, subject to such rules and conditions as the Education Department may prescribe, provide such school, and may admit scholars to such school without requiring any fee.

27. *Contribution to industrial schools.* 29 & 30 *Vict. c.* 118.] A school board shall have the same powers of contributing money in the case of an individual school as is given to a parish authority by section 12 of the Industrial Schools Act, 1866, and upon the election of a school board in a borough the council of that borough shall cease to have power to contribute under that section.

28. *Establishment of industrial school.*] A school board may, with the consent of the Education Department, establish, build, and maintain a certified industrial school within the meaning of the Industrial Schools Act, 1866, and shall for that purpose have the same powers as they have for the purpose of providing sufficient school accommodation for their district: provided that the school board, so far as regards any such industrial school, shall be subject to the jurisdiction of one of her Majesty's Principal Secretaries of State in the same manner as the managers of any other industrial school are subject, and such school shall be subject to the provisions of the said Act, and not of this Act.

Constitution of school boards.

29. *School board.*] The school board shall be elected in manner provided by this Act,—in a borough by the persons whose names are on the burgess roll of such borough for the time being in force, and in a parish not situate in the metropolis by the ratepayers.

At every such election every voter shall be entitled to a number of votes equal to the number of the members of the school board to be elected, and may give all such votes to one candidate, or may distribute them among the candidates, as he thinks fit.

The school board in the metropolis should be elected in manner hereinafter provided by this Act.

30. *Constitution of school board.*] With respect to the constitution of a school board the following provisions shall have effect:—

(1.) The school board shall be a body corporate, by the name of the school board of the district to which they belong, having a perpetual succession and a common seal, with power to acquire and hold land for the purposes of this Act, without any licence in mortmain:

(2.) No act or proceeding of the school board shall be questioned on account of any vacancy or vacancies in their body:

(3.) No disqualification of or defect in the election of any persons or person acting as members or member of the school board shall be deemed to vitiate any proceedings of such board in which they or he have taken part, in cases where the majority of members parties to such proceedings were duly entitled to act:

(4.) Any minute made of proceedings at meetings of the school board, if signed by any person purporting to be the chairman of the board, either at the meeting of the board at which such proceedings took place or at the next ensuing meeting of the board, shall be receivable in evidence in all legal proceedings without further proof, and until the contrary is proved every meeting of the school board, in respect of the proceedings of which minutes have been so made, shall be deemed to have been duly convened and held, and all the members thereof to have been duly qualified to act:

(5.) The members of a school board may apply any money in their hands for the purpose of indemnifying themselves against any law costs or damages which they may incur in or in consequence of the execution of the powers granted to them:

(6.) The rules contained in the 3rd schedule to this Act, with respect to the proceedings of school boards and the other matters therein contained, shall be observed.

31. *Election of school board.*] With respect to the election under this Act of a school board, except in the metropolis, the following provisions shall have effect:—

(1.) The number of members of a school board shall be such number, not less than five nor more than fifteen, as may be determined in the first instance by the Education Department, and afterwards from time to time by a resolution of the school board approved by the Education Department:

(2.) The regulations contained in the 2nd schedule to this Act with respect to the election and retirement of the members of the school board, and the other matters therein contained, shall be of the same force as if they were enacted as part of this section:

(3.) The Education Department may, at any time after the date at which they are authorised under this Act to cause a school board to be formed, send a requisition to the mayor or other officer or officers who have power to take proceedings for holding the election, requiring him or them to take such proceedings, and the mayor or other officer or officers shall comply with such requisition; and in case of default some person appointed by the Education Department may take such proceedings and shall have for that purpose the same powers as the person in default.

32. *Non-election, &c., of school board.*] If from any cause in any school district the school board either are not elected at the time fixed for the first election, or at any time cease to be in existence, or to be of sufficient number to form a quorum by reason of non-election, resignation, or otherwise, or neglect or refuse to act, the Education Department may proceed in the same manner as if there were a school board acting in such district, and that board were a board in default.

33. *Determination of disputes as to the election of school boards.*] In case any question arises as to the right of any person to act as a member of a school board under this Act, the Education Department may, if they think fit, inquire into the circumstances of the case, and make such order as they deem just for determining the question, and such order shall be final unless removed by writ of certiorari during the term next after the making of such order.

34. *Disqualification of member of board.*] No member of a school board, and no manager appointed by them, shall hold or accept any place of profit the appointment to which is vested in the school board or in any managers appointed by them, nor shall in any way share or be concerned in the profits of any bargain or contract with or any work done under the authority of such school board or managers appointed by them: provided that this section shall not apply to—

(1.) Any sale of land or loan of money to a school board; or,

(2.) Any bargain or contract made with or work done by a company in which such member holds shares; or

(3.) The insertion of any advertisement relating to the affairs of any such school board in any newspaper in which such member has a share or interest;

if he does not vote with respect to such sale, loan, bargain, contract, work, or insertion.

Any person who acts in contravention of this section shall be liable, on summary conviction, to a penalty not exceeding £50, and the said place of profit and his office as member or manager shall be vacant.

35. *Appointment of officers.*] A school board may appoint a clerk and a treasurer and other necessary officers, including the teachers required for any school provided by such board, to hold office during the pleasure of the board, and may assign them such salaries or remuneration (if any) as they think fit, and may from time to time remove any of such officers; but no such appointment shall be made, except at the first meeting of such board, unless notice in writing has been sent to every member of the board.

Two or more school boards may arrange for the appointment of the same person to be an officer to both or all such boards.

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Such officers shall perform such duties as may be assigned to them by the board or boards who appoint them.

36. *Officer to enforce attendance at school.*] Every school board may, if they think fit, appoint an officer or officers to enforce any bye-laws under this Act with reference to the attendance of children at school, and to bring children who are liable under the Industrial Schools Act, 1866, to be sent to a certified industrial school before two justices in order to their being so sent, and any expenses incurred under this section may be paid out of the school fund.

School board in metropolis.

37. *School board in metropolis.*] The provisions of this Act with respect to the formation and the election of school boards in boroughs and parishes shall not extend to the metropolis; and with respect to a school board in the metropolis the following provisions shall have effect:—

(1.) The school board shall consist of such number of members elected by the divisions specified in the 5th schedule to this Act as the Education Department may by order fix:

(2.) The Education Department, as soon as may be after the passing of this Act, shall by order determine the boundaries of the said divisions for the purposes of this Act, and the number of members to be elected by each such division:

(3.) The provisions of this Act with respect to the constitution of the school board shall extend to the constitution of the school board under this section, and the name of the school board shall be the School Board for London:

(4.) The first election of the school board shall take place on such day, as soon as may be after the passing of this Act, as the Education Department may appoint, and subsequent elections shall take place in the month of November every third year on the day from time to time appointed by the school board:

(5.) At every election for each division every voter shall be entitled to a number of votes equal to the number of the members of the school board to be elected for such division, and may give all such votes to one candidate, or may distribute them among the candidates, as he thinks fit:

(6.) Subject to the provisions contained in this section and in any order made by the Education Department under the power contained in the 2nd schedule to this Act, the members of the board shall, in the city of London, be elected by the same persons and in like manner as common councilmen are elected, and in the other divisions of the metropolis shall be elected by the same persons and in the same manner as vestrymen under The Metropolis Management Act, 1855, and the Acts amending the same; and, subject as aforesaid, the Acts relating to the election of common councilmen, and sections 14 to 19, and 21 to 27, all inclusive, of The Metropolis Management Act, 1855, and section 36 of The Metropolis Management Amendment Act, 1862, shall, so far as is consistent with the tenor thereof, apply in the case of the election of members of the school board:

(7.) The school board shall proceed at once to supply their district with sufficient public school accommodation, and any requisition sent by the Education Department to such board may relate to any of the divisions mentioned in the 5th schedule to this Act in like manner as if it were a school district, and it shall not be necessary for the Education Department to publish any notices before sending such requisition:

(8.) The Education Department may, in the order fixing the boundaries of such divisions, name some person who shall be the returning officer for the purposes of the first election of the school board, and the person who is to be the deputy returning officer in each such division:

(9.) The chairman of the school board shall be elected by the school board, and any chairman who may be elected by the board may be elected either from the members of the board or not, and any chairman who is not an elected member of the board shall, by virtue of his office, be a member of the board as if he had been so elected:

(10.) The school board shall apportion the amount required to be raised to meet the deficiency in the school fund among the different parts of the metropolis mentioned in the third column of the 1st schedule to this Act in proportion to the rateable value of such parts as shown by the valuation lists for the time being in force under the Valuation (Metropolis) Act, 1869, or, if any amount is so required before any such valuation list comes into force, in the same proportion and according to the same basis in and according to which the then last rate made by the Metropolitan Board of Works was assessed:

(11.) For obtaining payment of the amount specified in any precept sent by the school board to the rating authority for any part of the metropolis, the school board, in addition to any other powers and remedies, shall have the like powers as the Metropolitan Board of Works have for obtaining payment of any sum assessed by them on the same part of the metropolis.

38. *Payment of chairman.*] The school board for London may pay to the chairman of such board such salary as they may from time to time, with the sanction of the Education Department, fix.

39. *Alteration of number of members.*] If at any time application is made to the Education Department by the school board for London, or by any six members of that board, and it is shown to the satisfaction of the Education Department that the population of any of the divisions mentioned in the fifth schedule to this Act, as shown by any census taken under the authority of Parliament, has varied materially from that shown by the previous census, or that the rateable value of any of the same divisions has materially varied from the rateable value of the same division ten years previously, the Education Department, after such inquiry as they think necessary, may, if they think fit, make an order altering, by way of increase or decrease, the number of members of that and any other division.

United school districts.

40. *Formation by Education Department of united districts.*] Where the Education Department are of opinion that it would be expedient to form a school district larger than a borough or a parish or any school district formed under this Act, they may, except in the metropolis, by order made after such inquiry and notice as hereinafter mentioned, form a united school district by uniting any two or more adjoining school districts, and upon such union cause a school board to be formed for such united school district.

A united school district shall for all the purposes of this Act be deemed to be a school district, and shall throughout this Act be deemed to be substituted for the school districts out of which it is substituted, and the school board of the united school district shall be the school board appointed under this Act, and the local rate and rating authority for the united district shall be in each of the constituent districts thereof the same as if such constituent district did not form part of the united school district.

41. *Conditions of formation of district.*] The Education Department, as soon as may be after the passing of this Act, may cause inquiry to be made into the expediency of uniting any two or more school districts, and if after such inquiry they are of opinion that it would be expedient to unite any such school districts, they shall in the notice of their decision as to the public school accommodation for such districts state that they propose to unite such districts, and the provisions of this Act with respect to the application for a public inquiry by persons aggrieved by the said notice, and to the holding of such public inquiry, and to the final notice, shall apply in the case of the proposed union of districts, with this qualification, that it shall not be necessary to cause a public inquiry to be held with respect to the union of districts until after the expiration of the period allowed by the final notice for the supply of the school accommodation. The order for the union may be made at the time when the Education Department are first authorised to cause a school board to be formed or subsequently. Where a union of districts is proposed the Education Department shall consider whether any public school accommodation is required for the area proposed as the united district instead of for each of the districts constituting such area, and their decision as to the public school accommodation and the notice

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of such decision shall accordingly refer to such area, and not separately to each of the constituent districts.

42. *As to dissolution of united school district.*] The Education Department may, by order made after such inquiry and notice as hereinafter mentioned, dissolve a united school district, and may deal with the constituent districts thereof in the same manner as if they had never been united, and may cause school boards to be elected therein.

43. *Public inquiry as to united district in future.*] The Education Department may at any time, after any proceedings after the first returns under this Act, if they think fit, cause inquiry to be made into the expediency of forming or dissolving a united school district, and where they propose at any time after such inquiry to form or dissolve a united school district, they shall publish notice of the proposed order not less than three months before the order is made; the like persons as are authorised to apply for a public inquiry after the first returns made under this Act, may, if they feel aggrieved by the proposed order, apply in like manner for a public inquiry, and the Education Department shall cause a public inquiry to be held, and shall consider the report made to them upon such inquiry before they make the order for such formation or dissolution.

44. *Order to be evidence of formation or dissolution.*] Any order of the Education Department forming or dissolving a united district shall be evidence of the formation or dissolution of such district, and after the expiration of three months from the date of such order the district shall be presumed to have been duly formed or dissolved, as the case may be, and no objection to the formation or dissolution thereof shall be entertained in any legal proceedings whatever.

45. *Constitution of school board in united school district.*] The provisions in this Act respecting the constitution of the school board shall apply to the constitution of the school board in a united school district, and the name of the district shall be such as may be prescribed by the Education Department.

46. *Election of school board in united school district.*] In a united school district the school board shall be such number of members elected by the electors of the district as may be specified in the order forming the district, subject nevertheless to alteration in the same manner as in the case of any other school board; and every person who in any of the districts constituting such united district would be entitled if it were not united to vote at the election of members of a school board for such constituent district shall be an elector for the purposes of this section, and the provisions of this Act respecting the election of a school board in a district shall extend to the election of such members.

47. *Arrangements on formation of united district.*] Where any part of a proposed united school district includes any district or part of a district in which there is a school board already acting under this Act, or where a united school district is dissolved, the Education Department may by order dissolve the then existing school board, or make all necessary changes in the constitution of such existing school board, and may by order make proper arrangements respecting the schools, property, rights, and liabilities of such board, and all arrangements which may be necessary.

48. *As to small parishes.*] If the Education Department are of opinion that any parish in a united school district has too few ratepayers to be entitled to act as a separate parish for the purposes of this Act, they may by order direct that it shall for the purpose of voting for a member or members of the school board, and for all or any of the purposes of this Act, be added to another parish, and thereupon the persons who would be entitled to vote and attend the vestry if it were a parish shall be entitled for the purpose of voting and for such purposes to vote in and attend the vestry of the parish to which their parish is so added. All the parishes comprised in a united district, or any two or more of them, may be added together in pursuance of this section.

Contributory districts.

49. *Contributory district.*] The Education Department may by order direct that one school district shall contribute towards the provision or maintenance of public elementary schools in another school district or districts, and in such case the former (or contributing district) shall pay to the latter (or school owning district or districts) such proportion of the expenses of such provision or maintenance, or a sum calculated in such manner, as the Education Department may from time to time prescribe.

50. *Election of members by contributory district.*] Where one school district contributes to the provision or maintenance of any school in another school district, such number of persons as the Education Department (having regard to the amount to be contributed by the contributing district) direct shall be elected in the contributing district, and shall be members of the school board of the school owning district, but such last-mentioned district shall, except so far as regards the raising of money and the attendance of children at school, be deemed alone to be the district of such school board; such members shall be elected by the school board, if any, or, if there is none, by the persons who would elect a school board if there were one, in the same manner as a school board would be elected.

51. *Notices and public inquiry as to contributory district.*] The provisions of this Act with respect to the notices to be published, and the application for and the holding of a public inquiry in the case of an order for the formation of an united district, shall apply, mutatis mutandis, to an order respecting a contributory district.

An order respecting a contributory district shall be evidence of the formation of such district, and after the expiration of three months from the date thereof shall be presumed to have been duly made, and no objection to the legality thereof shall be entertained in any legal proceeding whatever.

Any such order may be revoked or altered by an order of the Education Department, and a new order may be made in lieu thereof, and all the provisions of this Act respecting the making of an order for contribution shall apply to the making of an order for the revocation or alteration of an order for contribution.

52. *Combination of school boards.*] The school boards of any two or more school districts, with the sanction of the Education Department, may combine together for any purpose relating to elementary schools in such districts, and in particular may combine for the purpose of providing, maintaining, and keeping efficient schools common to such districts. Such agreements may provide for the appointment of a joint body of managers under the provisions of this Act with respect to the appointment of a body of managers, and for the proportion of the contributions to be paid by each school district, and any other matters which, in the opinion of the Education Department, are necessary for carrying out such agreement, and the expenses of such joint body of managers shall be paid in the proportions specified in the agreement by each of the school boards out of their school fund.

Expenses.

53. *School fund of school board.*] The expenses of the school board under this Act shall be paid out of a fund called the school fund. There shall be carried to the school fund all moneys received as fees from scholars, or out of moneys provided by Parliament, or raised by way of loan, or in any manner whatever received by the school board, and any deficiency shall be raised by the school board as provided by this Act.

54. *Deficiency of school fund raised out of rates.*] Any sum required to meet any deficiency in the school fund, whether for satisfying past or future liabilities, shall be paid by the rating authority out of the local rate.

The school board may serve their precept on the rating authority, requiring such authority to pay the amount specified therein to the treasurer of the school board out of the local rate, and such rating authority shall pay the same accordingly, and the receipt of such treasurer shall be a good discharge for the amount so paid, and the same shall be carried to the school fund.

If the rating authority have no moneys in their hands in respect of the local rate, they shall, or if they have paid the amount, then for the purpose of reimbursing themselves they may, notwithstanding any limit under any Act of Parliament or otherwise, levy the said rate, or any contributions thereto, or any increase of the said rate or contributions, and for that purpose shall have the same powers of levying a rate and requiring contributions as they have for the purpose of defraying expenses to which the local rate is ordinarily applicable.

55. *Apportionment of school fund in united and contributory district.*] In a united district the school board shall appor-

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tion the amount required to meet the deficiency in the school fund among the districts constituting such united district in proportion to the rateable value of each such constituent district, and may raise the same by a precept sent to the rating authority of each constituent district.

Where one school district contributes to the expenses of the schools in another school district, the authority of the school owning district may send their precept either to the school board, if any, or to the rating authority of the contributing district, requiring them to pay to their treasurer the amount therein specified, and such authority or board shall pay the same accordingly, and the receipt of the treasurer shall be a good discharge for the same, and such amount, if paid by the school board, shall be paid out of the school fund.

The precept, if sent to the rating authority, either on the default of the school board or otherwise, shall be deemed to be a precept for meeting a deficiency in the school fund, and the provisions of this Act shall apply accordingly.

56. *Remedy of school board on default of rating authority, &c.*] In either of the following cases, that is to say:—

(1.) If the rating authority of any place make default in paying the amount specified in any precept of the school board; or

(2.) Where a school board require to raise a sum from any place which is part of a parish;

then, without prejudice to any other remedy, the school board may appoint an officer or officers to act within such place; and the officer or officers so from time to time appointed shall have within the said place, for the purpose of defraying the sum due from such place, all the powers of the rating authority of levying the local rate and any contributions thereto, and also all the powers of making and levying a rate which he or they would have if the said place were a parish, and such rate were a rate for the relief of the poor, and he or they were duly appointed an overseer or overseers of such parish, and he or they shall have such access to and use of the documents of the rating authority of such place relative to the local rate, and of all the valuation lists and rate books of the parish or parishes comprised in or comprising such place, as he or they may require.

57. *Borrowing by school board.*] Where a school board incur any expense in providing or enlarging a schoolhouse, they may, with the consent of the Education Department, spread the payment over several years, not exceeding fifty, and may for that purpose borrow money on the security of the school fund and local rate, and may charge that fund and the local rate with the payment of the principal and interest due in respect of the loan. They may, if they so agree with the mortgagee, pay the amount borrowed, with the interest, by equal annual instalments, not exceeding fifty, and if they do not so agree, they shall annually set aside one fiftieth of the sum borrowed as a sinking fund.

10 & 11 *Vict. c.* 16.] For the purpose of such borrowing the clauses of "The Commissioners Clauses Act, 1847," with respect to the mortgages to be executed by the commissioners, shall be incorporated with this Act; and in the construction of those clauses for the purpose of this Act, this Act shall be deemed to be the special Act, and the school board which is borrowing shall be deemed to be the commissioners.

The Public Works Loan Commissioners may, on the recommendation of the Education Department, lend any money required under this section on the security of the school fund and local rate without requiring any further or other security, such loan to be repaid within a period not exceeding fifty years, and to bear interest at the rate of three and a-half per centum per annum.

58. *Borrowing by school board for London.*] Any sum borrowed by the school board for London in pursuance of this Act, with the approval of the Education Department, may be borrowed from and may be lent by the Metropolitan Board of Works, and section 37 of the Metropolitan Board of Works Loan Act, 1869, shall apply to such loan in the same manner as if the managers therein mentioned were the school board for London, and there were added to the sum therein authorised to be borrowed the sum authorised by the Education Department to be borrowed under this section.

Accounts and audit.

59. *Accounts to be made up and examined.*] The accounts of the school board shall be made up and balanced to the 25th of March and 29th of September in every year. The accounts shall be examined by the school board and signed by the chairman within fourteen days after the day to which they are made up.

As soon as practicable after the accounts are so signed they shall be audited.

60. *Audit of accounts.*] With respect to the audit of accounts of the school board, the following provisions shall have effect:—

(1.) The auditor shall be the auditor of accounts relating to the relief of the poor for the audit district in which the school district is situate, or if it is situate in more than one audit district by the auditor of such of the said audit districts as the Poor Law Board may direct, and the term audit district in this provision shall be construed to include a parish for which an auditor is separately appointed to audit the accounts for the relief of the poor. The auditor shall receive such remuneration as the Poor Law Board direct, and such remuneration, together with the expenses of or incident to the audit, shall be paid by the school board out of the school fund, and if unpaid may be recovered in a summary manner:

(2.) The audit shall be held at the office of the school board, or some other place sanctioned by the Poor Law Board within the school district, or within the union within which the school district or some part thereof is situate, and at a time which is fixed by the auditor, but which shall be as soon as may be after the account is signed by the chairman:

(3.) The auditor, at least fourteen days before holding the audit, shall serve on the school board, and publish notice of the time and place of holding the same:

(4.) The clerk of the school board, or some person authorised by the school board, shall attend the audit, and produce to the auditor all books, bills, vouchers and documents relating to the account:

(5.) Any ratepayer of the school district may be present at the audit and may object to the account:

(6.) The auditor shall, as nearly as may be, have the like powers and be under the like obligations to allow and disallow items in the account, and to charge the school board, or any member or officer thereof, or any person accountable to them or him, with any sum for which they or he may be accountable, as in the case of an audit of the accounts relating to the relief of the poor in any union or parish; and any person aggrieved by the decision of the auditor shall have the like rights and remedies as in the case of such last-mentioned audit:

(7.) The auditor shall have the like powers of requiring the attendance of persons, the production of books, bills, vouchers, and documents, and a declaration respecting vouchers and documents, as in the case of such last-mentioned audit; and any person who refuses or neglects to comply with any such requisition, or wilfully makes or signs a false declaration so required, shall be liable to the same penalties as in the case of such last-mentioned audit:

(8.) Any moneys, books, documents, and chattels certified by the auditor to be due from any person may be recovered from such person in like manner as in the case of such last-mentioned audit, and the expenses incurred in such recovery shall be deemed to be part of the expenses of the audit:

(9.) Subject to the provisions of this section the Poor Law Board may from time to time make such regulations as may be necessary respecting the form of keeping the accounts and the audit thereof.

61. *Penalty for improper payment of surcharge.*] Any member or officer of a school board, or manager appointed by them, who authorises or makes, or concurs in authorising or making, any payment or any entry in accounts for the purpose of defraying or making up to himself or any other person the whole or any part of any sum of money unlawfully expended from the school fund, or disallowed or surcharged by any auditor, shall, on summary conviction, be liable to pay a penalty not exceeding £20 and double the amount of such sum.

62. *Publication of accounts.*] When the auditor has completed the audit he shall sign the balance sheet.

The school board shall cause a statement showing their receipts and expenditure to be printed in such form and with

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such particulars as may be from time to time prescribed by the Education Department, and shall send the same within thirty days after the balance sheet is signed by the auditor to each member of the rating authority, and to the overseers of every parish in the district, and to the Education Department; and the school board may, if they think fit, publish such statement or an abstract thereof in any local newspaper or newspapers circulating in the district, and shall furnish a copy of such statement to any ratepayer in the district, on his application, and on the payment of a sum not exceeding sixpence.

Defaulting school board.

63. *Proceedings on default by school board.*] Where the Education Department are, after such inquiry as they think sufficient, satisfied that a school board is in default as mentioned in this Act, they may by order declare such board to be in default, and by the same or any other order appoint any persons, not less than five or more than fifteen, to be members of such school board, and may from time to time remove any member so appointed, and fill up any vacancy in the number of such members, whether caused by removal, resignation, death, or otherwise, and, subject as aforesaid, add to or diminish the number of such members.

After the date of the order of appointment the persons (if any) who were previously members of the school board shall be deemed to have vacated their offices as if they were dead, but any such member may be appointed a member by the Education Department. The members so appointed by the Education Department shall be deemed to be members of the school board in the same manner in all respects as if, by election or otherwise, they had duly become members of the school board under the other provisions of this Act, and may perform all the duties and exercise all the powers of the school board under this Act.

The members appointed by the Education Department shall hold office during the pleasure of the Education Department, and when that department consider that the said default has been remedied, and everything necessary for that purpose has been carried into effect, they may, by order direct that members be elected for the school board in the same manner as in the case of the first formation of the school board. After the date fixed by any such order the members appointed by the Education Department shall cease to be members of the school board, and the members so elected shall be members of the school board in their room, but the members appointed by the Education Department shall not be disqualified from being so elected. Until any such order is made no person shall become a member of the school board otherwise than by the appointment of the Education Department.

Where a school board is not elected at the time fixed for the first election, or has ceased to be in existence, the Education Department may proceed in the same manner as if such board had been elected and were in existence.

64. *Certificate of Education Department as to appointment, expenses, and loans.*] The Education Department may from time to time certify the appointment of any persons appointed to be members of a school board in default, and the amount of expenses that have been incurred by such persons, and the amount of any loan required to be raised for the purpose of defraying any expenses so incurred, or estimated as about to be incurred; and such certificate shall be conclusive evidence that all the requirements of this Act have been duly complied with, and that the persons so appointed have been duly appointed, and that the amounts therein mentioned have been incurred or are required.

65. *Expenses incurred on default.*] The expenses incurred in the performance of their duties by the persons appointed by the Education Department to be members of a school board, including such remuneration (if any) as the Education Department may assign to such persons shall, together with all expenses incurred by the board, be paid out of the school fund; and any deficiency in the school fund may be raised by the school board as provided by this Act; and where the Education Department have, either before or after the payment of such expenses, certified that any expenses have been incurred by a school board, or any members appointed by them, such expenses shall be deemed to have been so incurred, and to have been properly paid out of the school fund.

Where the members of a school board have been appointed by the Education Department, such school board shall not borrow or charge the school fund with the principal and interest of any loan exceeding such amount as the Education Department certify as mentioned in this Act to be required.

66. *Dissolution of school boards.*] Where the Education Department are of opinion that in the case of any school district the school board for such district are in default, or are not properly performing their duties under this Act, they may by order direct that the then members of the school board of such district shall vacate their seats, and that the vacancies shall be filled by a new election; and after the date fixed by any such order the then members of such board shall be deemed to have vacated their seats, and a new election shall be held in the same manner, and the Education Department shall take the same proceedings for the purpose of such election as if it were the first election; and all the provisions of this Act relating to such first election shall apply accordingly.

The Education Department shall cause to be laid before both Houses of Parliament in every year a special report stating the cases in which they have made any order under this section during the preceding year, and their reasons for making such order.

Returns and inquiry.

67. *Returns by local authority.*] On or before the 1st day of January, 1871, or in the case of the metropolis before the expiration of four months from the date of the election of the chairman of the school board, every local authority hereinafter mentioned, and subsequently any such local authority whenever required by the Education Department, but not oftener than once in every year, shall send to the Education Department a return containing such particulars with respect to the elementary schools and children requiring elementary education in their district as the Education Department may from time to time require.

68. *Mode of obtaining returns.*] For the purpose of obtaining such returns the Education Department shall draw up forms and supply to the local authority such number of forms as may be required; and the managers or principal teacher of every school required to be included in any such return shall fill up the form and return the same to the local authority within the time specified in that behalf in the form.

69. *Local authority to make returns.*] The returns shall be made in the metropolis by the school board appointed under this Act, in boroughs by the council, and in every parish not situated in a borough or the metropolis by persons appointed for the purpose or by the overseers of such parish. Where a school board is formed under this Act, the returns shall be made by such school board within their district, instead of by the council, persons appointed as aforesaid, or overseers, as the case may be.

The persons appointed for the purpose may be appointed as follows, namely:—the Education Department may, if they think fit, send to the overseers or other officers who have power to summon a vestry in such parish a requisition to summon, and such overseers or other officers shall summon a vestry in such parish for the purpose of this section; and such vestry shall appoint two or more persons who shall be the local authority for the purpose of the returns under this Act.

The local authority may, with the sanction of the Education Department, employ persons to assist in making such returns, and may pay those persons such remuneration as the Treasury may sanction. That remuneration, and all such other reasonable expenses incurred by the local authority in making such returns as the treasury may sanction, shall be paid by the Education Department.

70. *Proceedings on default of authority to make returns.*] If any local authority fail to make the returns required under this Act, the Education Department may appoint any person or persons to make such returns, and the person or persons so appointed shall for that purpose have the same powers and authorities as the local authority.

71. *Inquiry by inspectors of Education Department.*] The Education Department may appoint any persons to act as inspectors of returns, who shall proceed to inquiry into the accuracy and completeness of any one or more returns made in pursuance of this Act, and into the efficiency and suitability of any school mentioned in any such return, or which ought to have been mentioned therein, and to inspect

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and examine the scholars in every such school. Where there is no return the inspector shall proceed as if there had been a defective return.

72. *Refusal to fill up forms and to admit inspectors.*] If the managers or teacher of any school refuse or neglect to fill up the form required for the said return, or refuse to allow the inspector to inspect the schoolhouse or examine any scholar, or examine the school books and registers, or make copies or extracts therefrom, such school shall not be taken into consideration among the schools giving efficient elementary education to the district.

Public inquiry.

73. *Public inquiry.*] Where a public inquiry is held in pursuance of the provisions of this Act the following provisions shall have effect:—

(1.) The Education Department shall appoint some person who shall proceed to hold the inquiry:

(2.) The person so appointed shall for that purpose hold a sitting or sittings in some convenient place in the neighbourhood of the school district to which the subject of inquiry relates, and thereat shall hear, receive, and examine any evidence and information offered, and hear and inquire into any objections or representations made respecting the subject of the inquiry, with power from time to time to adjourn any sitting.

Notice shall be published in such manner as the Education Department direct of every such sitting (except an adjourned sitting) seven days at least before the holding thereof:

(3.) The person so appointed shall make a report in writing to the Education Department setting forth the result of the inquiry, and stating his opinion on the subject thereof, and his reasons for such opinion, and the objections and representations, if any, made on the inquiry, and his opinion thereon; and the Education Department shall cause a copy of such report to be deposited with the school board (if any), or, if there is none, the town clerk of the borough, or the churchwardens or overseers of the parishes to which the inquiry relates, and notice of such deposit to be published:

(4.) The Education Department may make an order directing that the costs of the proceedings and inquiry shall be paid, according as they think just, either by the district as if they were expenses of a school board, or by the applicants for the inquiry; and such costs may be recovered, in the former case, as a debt due from the school board, or, if there is no school board, as a debt due from the rating authority, and, in the case of the applicants, as a debt due jointly and severally from them; and the Education Department may, if they think fit, before ordering the inquiry to be held, require the applicants to give security for such expenses, and in case of their refusal may refuse to order the inquiry to be held.

Attendance at school.

74. *As to attendance of children at school.*] Every school board may from time to time, with the approval of the Education Department, make bye-laws for all or any of the following purposes:—

(1.) Requiring the parents of children of such age, not less than five years nor more than thirteen years, as may be fixed by the bye-laws, to cause such children (unless there is some reasonable excuse) to attend school:

(2.) Determining the time during which children are so to attend school; provided that no such bye-law shall prevent the withdrawal of any child from any religious observance or instruction in religious subjects, or shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which his parent belongs, or shall be contrary to anything contained in any Act for regulating the education of children employed in labour:

(3.) Providing for the remission or payment of the whole or any part of the fees of any child where the parent satisfies the school board that he is unable from poverty to pay the same:

(4.) Imposing penalties for the breach of any bye-laws:

(5.) Revoking or altering any bye-law previously made.

Provided that any bye-law under this section requiring a child between ten and thirteen years of age to attend school shall provide for the total or partial exemption of such child from the obligation to attend school if one of her Majesty's inspectors certifies that such child has reached a standard of education specified in such bye-law.

Any of the following reasons shall be a reasonable excuse, namely:—

(1.) That the child is under efficient instruction in some other manner:

(2.) That the child has been prevented from attending school by sickness or any unavoidable cause:

(3.) That there is no public elementary school open which the child can attend within such distance, not exceeding three miles, measured according to the nearest road from the residence of such child, as the bye-laws may prescribe.

The school board, not less than one month before submitting any bye-law under this section for the approval of the Education Department, shall deposit a printed copy of the proposed bye-laws at their office for inspection by any ratepayer, and supply a printed copy thereof gratis to any ratepayer, and shall publish a notice of such deposit.

The Education Department before approving of any bye-laws shall be satisfied that such deposit has been made and notice published, and shall cause such inquiry to be made in the school district as they think requisite.

Any proceeding to enforce any bye-law may be taken, and any penalty for the breach of any bye-law may be recovered, in a summary manner; but no penalty imposed for the breach of any bye-law shall exceed such amount as with the costs will amount to five shillings for each offence, and such bye-laws shall not come into operation until they have been sanctioned by her Majesty in council.

It shall be lawful for her Majesty, by order in council, to sanction the said bye-laws, and thereupon the same shall have effect as if they were enacted in this Act.

All bye-laws sanctioned by her Majesty in council under this section shall be set out in an appendix to the annual report of the Education Department.

Miscellaneous.

75. *Application of small endowments.*] Where any school or any endowment of a school was excepted from the Endowed Schools Act, 1869, on the ground that such school was at the commencement of that Act in receipt of an annual parliamentary grant, the governing body (as defined by that Act) of such school or endowment may frame and submit to the Education Department a scheme respecting such school or endowment.

The Education Department may approve such scheme with or without any modifications as they think fit.

The same powers may be exercised by means of such scheme as may be exercised by means of any scheme under the Endowed Schools Act, 1869; and such scheme, when approved by the Education Department, shall have effect as if it were a scheme made under that Act.

A certificate of the Education Department that a school was at the commencement of the Endowed Schools Act, 1869, in receipt of an annual parliamentary grant shall be conclusive evidence of that fact for all purposes.

76. *Inspection of voluntary schools by inspector not one of her Majesty's inspectors.*] Where the managers of any public elementary school not provided by a school board desire to have their school inspected or the scholars therein examined, as well in respect of religious as of other subjects, by an inspector other than one of her Majesty's inspectors, such managers may fix a day or days not exceeding two in any one year for such inspection or examination.

The managers shall, not less than fourteen days before any day so fixed, cause public notice of the day to be given in the school, and notice in writing of such day to be conspicuously affixed in the school.

On any such day any religious observance may be practised, and any instruction in religious subjects given at any time during the meeting of the school, but any scholar who has been withdrawn by his parent from any religious observance or instruction in religious subjects shall not be required to attend the school on any such day.

77. *Parish divided by boundaries of boroughs.*] Where a parish is situated partly within and partly without a

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borough, the part situate outside of the borough shall be taken to be for all the purposes of this Act, except as otherwise expressly mentioned, a parish by itself, and the ratepayers thereof may meet in vestry in the same manner in all respects as if they were the inhabitants of a parish; every such meeting, and also the meeting for the purposes of this Act of the ratepayers of any parish (the ratepayers of which have not usually met in vestry), shall be deemed to be a vestry, and, save as provided by this Act, be subject to the Act of the 58th year of the reign of King George III, chapter 69, and the Acts amending the same, and, subject as aforesaid, shall be summoned by the persons and in the mode prescribed by the Education Department; and the overseers of the whole parish shall be deemed to be the overseers of any such part of a parish.

78. *Education Department may apply to Charity Commissioners under* 16 & 17 *Vict. c.* 137, &c.] The Education Department shall, for the purposes of The Charitable Trusts Acts, 1853 to 1869, be deemed to be persons interested in any elementary school to which those Acts are applicable, and the endowment thereof.

79. *Ascertaining rateable value.*] The rateable value of any parish or school district shall for the purposes of this Act be the rateable value as stated in the valuation lists, if any, and if there are none, then as stated in the rate book for the time being in force in such parish and in the parishes constituting the district; and the overseers and other persons having the custody of such valuation lists and rate book shall, when required by the school board, produce such lists and rate book to the school board, and allow the school board and any person appointed by them to inspect the same, and take copies of or extracts therefrom.

80. *Mode of publication of notices.*] Notices and other matters required by this Act to be published shall, unless otherwise expressly provided, be published—

(1.) By advertisement in some one or more of the newspapers circulating in the district or place to which such notice relates:

(2.) By causing a copy of such notices or other matter to be published to be affixed during not less than twelve hours in the day on Sunday on or near the principal doors of every church and chapel in such district or place to which notices are usually affixed, and at every other place in such district or place at which notices are usually affixed.

81. *Notices may be served by post.*] Certificates, notices, requisitions, orders, precepts, and all documents required by this Act to be served or sent may, unless otherwise expressly provided, be served and sent by post, and, till the contrary is proved, shall be deemed to have been served and received respectively at the time when the letter containing the same would be delivered in the ordinary course of post; and in proving such service or sending it shall be sufficient to prove that the letter containing the certificate, notice, requisition, order, precept, or document was prepaid, and properly addressed, and put into the post.

82. *Notices to and by school board.*] Certificates, notices, requisitions orders, and other documents may be served on a school board by serving the same on their clerk, or by sending the same to or delivering the same at the office of such board.

Certificates, notices, requisitions, orders, precepts, and other documents may be in writing or in print, or partly in writing and partly in print, and if requiring authentication by a school board may be signed by their clerk.

83. *Evidence of orders, &c. of Education Department.*] All orders, minutes, certificates, notices, requisitions, and documents of the Education Department, if purporting to be signed by some secretary or assistant secretary of the Education Department shall, until the contrary is proved, be deemed to have been so signed and to have been made by the Education Department, and may be proved by the production of a copy thereof purporting to have been so signed.

The Documentary Evidence Act, 1868, shall apply to the Education Department in like manner as if the Education Department were mentioned in the first column of the schedule to that Act, and any member of the Education Department, or any secretary or assistant secretary of the Education Department, were mentioned in the second column of that schedule.

84. *Effect of requisitions of Education Department.*] After the expiration of three months from the date of any order or requisition of the Education Department under this Act, such order or requisition shall be presumed to have been duly made, and to be within the powers of this Act, and no objection to the legality thereof shall be entertained in any legal proceeding whatever.

85. *Appearance of school board.*] A school board may appear in all legal proceedings by their clerk, or by some member of the board authorised by a resolution of the board; and every such resolution shall appear upon the minutes of the proceedings of the board, but every such resolution shall, until the contrary is proved, be deemed in any legal proceeding to appear upon such minutes.

86. *Tenure of teacher and his removal from house under secs.* 17 *and* 18 *of* 4 *and* 5 *Vict. c.* 38.] The provisions of the School Sites Acts with respect to the tenure of the office of the schoolmaster or schoolmistress, and to the recovery of possession of any premises held over by a master or mistress who has been dismissed or ceased to hold office, shall extend to the case of any school provided by a school board, and of any master or mistress of such school, in the same manner as if the school board were the trustees or managers of the school as mentioned in those Acts.

87. *Ratepayer may inspect books, &c., of school board.*] Every ratepayer in a school district may at all reasonable times, without payment, inspect and take copies of and extracts from all books and documents belonging to or under the control of the school board of such district.

Any person who hinders a ratepayer from so inspecting or taking copies of or extracts from any book or document, or demands a fee for allowing him so to do, shall be liable, on summary conviction, to a penalty not exceeding five pounds for each offence.

88. *Penalty for making incorrect return.*] If any returning officer, clerk, or other person engaged in an election of a school board under this Act wilfully makes or causes to be made an incorrect return of the votes given at such election, every such offender shall, upon summary conviction, be liable to a penalty not exceeding fifty pounds.

89. *Penalty on personation of voter.*] If any person wilfully personates any person entitled to vote in the election of a school board under this Act, or answers falsely any question put to him in voting in pursuance of an order made under the second schedule to this Act, or falsely assumes to act in the name or on the behalf of any person so entitled to vote, he shall be liable, on summary conviction, for every such offence to a penalty not exceeding twenty pounds.

90. *Penalty for forging or falsifying any voting paper or obstructing the election.*] If any person knowingly personate and falsely assume to vote in the name of any person entitled to vote in any election under this Act, or forge or in any way falsify any name or writing in any paper purporting to contain the vote or votes of any person voting in any such election, or by any contrivance attempt to obstruct or prevent the purposes of any such election, or wilfully contravene any regulation made by the Education Department under the 2nd schedule to this Act with respect to the election, the contravention of which is expressed to involve a penalty, the person so offending shall upon summary conviction be liable to a penalty of not more than fifty pounds, and in default of payment thereof to be imprisoned for a term not exceeding six months.

91. *Corrupt practices.*] Any person who at the election of any member of a school board or any officer appointed for the purpose of such election is guilty of corrupt practices shall, on conviction, for each offence be liable to a penalty not exceeding two pounds, and be disqualified for the term of six years after such election from exercising any franchise at any election under this Act, or at any municipal or parliamentary election.

The term corrupt practices in this section includes all bribery, treating, and undue influence which under any Act relating to a parliamentary election renders such election void.

92. *Recovery of penalties.* 11 & 12 *Vict. c.* 43.] Any penalty and any money which under this Act is recoverable summarily, and all proceedings under this Act which may be taken in a summary manner, may be recovered and taken before two justices in manner directed by an Act of the session of the 11th and 12th years of the reign of her pre-

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sent Majesty, chapter 43, intituled "An Act to facilitate the performance of the duties of justices of the peace out of sessions within England and Wales with respect to summary convictions and orders," and the Acts amending the same.

93. *Provision as to Oxford.*] In the case of the borough of Oxford, the provisions of this Act relating to boroughs shall be construed as if the local board were therein mentioned instead of the council; if a school board is formed in the borough of Oxford, one-third of the school board shall be elected by the University of Oxford, or the colleges and halls therein, in such manner as may be directed by the Education Department by an order made under the power contained in the 2nd schedule to this Act.

94. *Effect of schedules.*] The schedules to this Act shall be of the same force as if they were enacted in this Act, and the Acts mentioned in the fourth schedule to this Act may be cited in the manner in that schedule mentioned.

95. *Returns by school board.*] Every school board shall make such report and returns and give such information to the Education Department as the department may from time to time require.

(II.) PARLIAMENTARY GRANT.

96. *Parliamentary grant to public elementary schoool only.*] After the 31st of March, 1871, no parliamentary grant shall be made to any elementary school which is not a public elementary school within the meaning of this Act.

No parliamentary grant shall be made in aid of building, enlarging, improving, or fitting up any elementary school, except in pursuance of a memorial duly signed, and containing the information required by the Education Department for enabling them to decide on the application, and sent to the Education Department on or before the 31st day of December, 1870—

97. *Conditions of annual parliamentary grant.*] The conditions required to be fulfilled by an elementary school in order to obtain an annual parliamentary grant shall be those contained in the minutes of the Education Department in force for the time being, and shall amongst other matters provide that after the 31st day of March, 1871—

(1.) Such grant shall not be made in respect of any instruction in religious subjects:

(2.) Such grant shall not for any year exceed the income of the school for that year which was derived from voluntary contributions, and from school fees, and from any sources other than the parliamentary grant;

but such conditions shall not require that the school shall be in connection with a religious denomination, or that religious instruction shall be given in the school, and shall not give any preference or advantage to any school on the ground that it is or is not provided by a school board:

Provided that where the school board satisfy the Education Department that in any year ending the twenty-ninth of September the sum required for the purpose of the annual expenses of the school board of any school district, and actually paid to the treasurer of such board by the rating authority, amounted to a sum which would have been raised by a rate of threepence in the pound on the rateable value of such district, and any such rate would have produced less than twenty pounds, or less than seven shillings and sixpence per child of the number of children in average attendance at the public elementary schools provided by such school board, such school board shall be entitled, in addition to the annual parliamentary grant in aid of the public elementary schools provided by them, to such further sum out of moneys provided by Parliament as, when added to the sum actually so paid by the rating authority, would, as the case may be, make up the sum of twenty pounds, or the sum of seven shillings and sixpence for each such child, but no attendance shall be reckoned for the purpose of calculating such average attendance unless it is an attendance as defined in the said minutes:

Provided that no such minute of the Education Department not in force at the time of the passing of this Act shall be deemed to be in force until it has lain for not less than one month on the table of both Houses of Parliament.

98. *Refusal of grant to unnecessary schools.*] If the managers of any school which is situate in the district of a school board acting under this Act, and is not previously in receipt of an annual parliamentary grant, whether such managers are a school board or not, apply to the Education Department for a parliamentary grant, the Education Department may, if they think that such school is unnecessary, refuse such application.

The Education Department shall cause to be laid before both Houses of Parliament in every year a special report stating the cases in which they have refused a grant under this section during the preceding year, and their reasons for each such refusal.

99. *Power of schools to take parliamentary grants.*] The managers of every elementary school shall have power to fulfil the conditions required in pursuance of this Act to be fulfilled in order to obtain a parliamentary grant, notwithstanding any provision contained in any instrument regulating the trusts or management of their school, and to apply such grant accordingly.

Report.

100. *Annual report of Education Department.*] The Education Department shall in every year cause to be laid before both Houses of Parliament a report of their proceedings under this Act during the preceding year.

FIRST SCHEDULE.

School District.	School Board.	Local Rate.	Rating Authority.
The metropolis.	The school board appointed under this Act.	In the City of London the consolidated rate.	The Commissioners of Sewers.
		In the parishes mentioned in Schedule A. and the districts mentioned in Schedule B. to the Metropolis Management Act, 1855, the general rate, and fund raised by the general rate.	In the parishes the vestry, and in the districts the district board.
		In places mentioned in Schedule C. to the said Act, the rate levied for the purposes of the Metropolitan Poor Act, 1867, and any Act amending the same.	The masters of the bench, treasurer, governors, or other persons who have the chief control or authority in such place.
Boroughs except Oxford.	The school board appointed under this Act.	The borough fund or borough rate ...	The council.
District of the local board of Oxford.	The school board appointed under this Act.	Rate leviable by the local board	The local board.
Parishes not included in any of the above-mentioned districts.	The school board appointed under this Act.	The poor rate	The overseers.

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SECOND SCHEDULE.

First Part.

Rules respecting election and retirement of members of a school board.

Second Part.

Rules respecting resolutions for application for school board.

Third Part.

Rules for election of school board in Metropolis.

THIRD SCHEDULE.

Proceedings of school board.

Proceedings of managers appointed by a school board.

Form of precept.

FOURTH SCHEDULE.

School Sites Acts.

FIFTH SCHEDULE.

Divisions of Metropolis.

CAP. LXXVI.

An Act to facilitate the arrest of absconding debtors. [9th August, 1870.

Whereas the laws now in force for the arrest of debtors absconding from England are insufficient for that purpose:

And whereas frauds may be perpetrated upon creditors by insolvent debtors departing for distant countries before the necessary proceedings can be taken to make them bankrupt:

Be it enacted, &c.

1. *Provisions of Bankruptcy Act, 1869, extended.*] That the provisions of the Bankruptcy Act, 1869, be extended in manner following:—

The Court may, by warrant addressed to any constable or prescribed officer of the Court, cause a debtor to be arrested and safely kept as prescribed until such time as the Court may order, if, after a debtor's summons has been granted in the manner prescribed by the said Act, and before a petition of bankruptcy can be presented against him, it appear to the Court that there is probable reason for believing that he is about to go abroad, with a view of avoiding payment of the debt for which the summons has been granted, or of avoiding service of a petition of bankruptcy, or of avoiding appearing to such petition, or of avoiding examination in respect of his affairs, or otherwise avoiding, delaying, or embarrassing proceedings in bankruptcy: provided always, that nothing herein contained shall be construed to alter or qualify the right of the debtor to apply to the Court in the prescribed manner to dismiss the said summons as in the said Act is provided, or to pay, secure, or compound for the said debt within the time by the said Act provided, without being deemed to have committed an act of bankruptcy; and provided also, that upon any such payment or composition being made, or such security offered as the Court shall think reasonable, the said debtor shall be discharged out of custody, unless the Court shall otherwise order.

2. *When arrest not valid.*] No arrest shall be valid or protected under this Act unless the debtor, before or at the time of his arrest, shall be served with the debtor's summons.

3. *Security for debt given after arrest.*] No payment or composition of a debt made or security for the same given after an arrest made under the provisions of this Act shall be exempted from the provisions of the said Act relating to fraudulent preferences.

4. *Construction of terms.*] The terms used in this Act shall have the same meaning as they have in the said recited Act, and this Act shall be read and construed therewith.

5. *Costs and fees.*] The costs and fees to be charged in respect of any proceedings authorised shall be prescribed in the like manner in which costs and fees to be charged in respect of proceedings under the Bankruptcy Act, 1869, are respectively directed by that Act to be prescribed.

6. *Short title.*] In citing this Act in other Acts of Parliament, or in any instrument, document, or proceeding, it shall be sufficient to use the expression, "The Absconding Debtors Act, 1870."

CAP. LXXVII.

An Act to amend the laws relating to the qualifications, summoning, attendance, and remuneration of special and common juries. [9th August, 1870.

Whereas it is expedient to amend the laws regulating the qualification, summoning, attendance, and remuneration of special and common juries in England and Wales, and otherwise to amend the laws as to trials by jury in England and Wales:

Be it enacted, &c.

1. *Commencement of Act.*] This Act shall not come into force till the second day of November, 1870.

2. *Application of Act.*] This Act shall not apply to Scotland or Ireland.

3. *Short titles of certain Acts.*] The Acts hereinafter mentioned may be cited for all purposes by the short titles following, that is to say:—

An Act of the session of the sixth year of the reign of King George the Fourth, chapter fifty, and intituled "An Act for consolidating and amending the laws relative to jurors and juries," by the short title of "The County Juries Act, 1825;"

this Act by the short title of "The Juries Act, 1870."

4. *Construction of Act and repeal of inconsistent enactments.*] This Act shall be construed as one with "The County Juries Act, 1825," and any Act amending the same; and such parts of the said Act and of any other Act or Acts as are inconsistent with this Act are hereby repealed.

5. *Definition of terms.*] In this Act—

The term "overseers" shall include churchwardens, and the term "quarter sessions" shall include general sessions:

The word "juror" shall mean male persons only.

6. *Qualification of special jurors.*] Every man whose name shall be in the jurors book for any county in England or Wales, or for the county of the city of London, and who shall be legally entitled to be called an esquire or shall be a person of higher degree, or shall be a banker or merchant, or who shall occupy a private dwelling-house rated or assessed to the poor rate or to the inhabited house duty on a value of not less than one hundred pounds in a town containing according to the census next preceding the preparation of the jury list twenty thousand inhabitants and upwards, or rated or assessed to the poor rate or to the inhabited house duty on a value of not less than fifty pounds elsewhere, or who shall occupy premises other than a farm rated or assessed as aforesaid on a value of not less than one hundred pounds, or a farm rated or assessed as aforesaid on a value of not less than three hundred pounds, shall be qualified and liable to serve on special juries in every such county in England and Wales, and in London respectively.

7. *Qualification of jurors in Wales.*] So much of the said first section of the County Juries Act, 1825, as relates to the qualification of persons as jurors in Wales is hereby repealed, and it is hereby enacted that the qualification of persons as jurors in Wales shall be the same as the qualification of persons as jurors in England.

8. *Aliens to be qualified after ten years domicile, but not otherwise.*] Aliens having been domiciled in England or Wales for ten years or upwards, if in other respects duly qualified, shall be qualified and shall be liable to serve on juries or inquests in England and Wales as if they had been natural-born subjects of the Queen; but, save as aforesaid, no man not being a natural-born subject of the Queen shall be qualified to serve on juries or inquests in any court or on any occasion whatsoever.

9. *Persons exempt from serving on juries.*] The inhabitants of the city and liberty of Westminster shall, as heretofore, be exempt from serving on any jury at the sessions of the peace for the county of Middlesex.

The persons described in the schedule hereto shall be severally exempt as therein specified from being returned to serve, and from serving upon any juries or inquests whatsoever, and their names shall not be inserted in the lists of the persons qualified and liable to serve on the same, but, save as aforesaid, no man otherwise qualified to serve on such juries or inquests shall be exempt from serving thereon, any enactment, prescription, charter, grant, or writ to the contrary notwithstanding.

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10. *Convicts (exception), outlaws, &c., disqualified.*] Provided always, and it is hereby enacted, that no man who has been or shall be attainted of any treason or felony, or convicted of any crime that is infamous, unless he shall have obtained a free pardon, nor any man who is under outlawry, is or shall be qualified to serve on juries or inquests in any court or on any occasion whatsoever.

11. *Overseers to specify special jurors in list.*] In making out the lists of persons within their respective parishes and townships qualified to serve as jurors, the overseers shall specify which of such persons are, in the judgment of such overseers, qualified as special jurors, and shall also specify in every case the nature of the qualification and also the occupation and the amount of the rating or assessment of every such person.

12. *Disqualification or exemption to be pleaded before revision of list.*] No person whose name shall be in the jury book as a juror shall be entitled to be excused from attendance on the ground of any disqualification or exemption other than illness not claimed by him at or before the revision of the list by the justices of the peace, and a notice to that effect shall be printed at the bottom of every jury list.

13. *Penalty on overseer for negligence.*] If any overseer, without reasonable excuse to be allowed by the justice or justices having cognisance of the case, insert in the list of persons qualified to serve as jurors prepared by him the name of any person whose name ought not to be inserted therein, or omit therefrom the name of any person whose name ought not to have been omitted, he shall, on summary conviction, be liable to a penalty for each offence not exceeding forty shillings.

14. *Justices to certify jury lists after revision.*] Upon completing the revision of the jury lists, the justices at petty sessions shall certify in writing that they have examined such lists, and that the same are, to the best of their knowledge and belief, true and proper lists of the special and common jurors; and the decision of such justices as to the qualifications of persons marked as special jurors in the lists so revised by them shall, as respects those lists, be final.

15. *Special jurors' names to be retained in jurors book.*] And whereas by the 31st section of "The County Juries Act, 1825," it is enacted, that "the sheriff of every county in England and Wales or his under sheriff, and the sheriffs of London or their secondary, shall, within ten days after the delivery of the jurors book for the current year to either of them, take from such names of all men who shall be described therein as esquires, persons of higher degree, or as bankers or merchants:" Be it enacted, that nothing in the said section contained shall be deemed to authorise the said sheriffs or any of them, or any under sheriff, or any secondary, to remove from the jurors book the name of any person by reason of his being therein described as an esquire or person of higher degree, or as a banker or merchant, nor shall the said sheriffs or any sheriff or under sheriff or secondary remove from the jurors book the name of any person by reason of his being otherwise qualified to serve on special juries.

16. *Special juries for London and Middlesex to be provided in the same manner as in other counties.*] In London and Middlesex, on the occasion of any sittings of the superior courts, or any of them, for the trial of issues, a sufficient number of special jurymen, not less than thirty for each court, shall be summoned to try the special jury causes triable at such sittings.

The said jurymen shall be summoned in pursuance of a precept under the hand of any one of the judges of the said superior courts in the same manner in all respects in which special jurymen are summoned in pursuance of precepts issued by the judges of assize.

The persons summoned in pursuance of such precept shall be the jury for the trial of special jury causes at such sittings in the said courts respectively, subject to such right of challenge as the parties shall be entitled to.

A printed panel of the jurors so summoned shall be made and kept, and a copy thereof delivered and annexed to the nisi prius record at the like time, in the same manner, and upon the same terms as are by law prescribed with reference to the panel of common jurors in the case of London and Middlesex.

Upon the trial the special jury shall be balloted for and called in the order in which they are drawn from the box in the same manner as common jurors.

Any special juryman summoned to serve in any one of the said superior courts shall be qualified and be liable, in case of necessity, to serve in any other of the said courts as if he had been originally summoned as one of the jurymen for the trial of special jury causes in such last-mentioned court.

17. *Abolition of present practice of nominating special juries in London and Middlesex.*] The present practice o nominating and reducing special jurors in London an Middlesex shall cease to be followed as regards the trial of any cause at any of the said sittings of the said courts, subject to this proviso, that any of the said superior courts or any judge thereof may, if it seem expedient, order that a special jury be struck according to the present practice, and such order shall be a sufficient warrant for striking such jury and making a panel thereof for the trial of the particular cause.

18. *Mode of obtaining special jury in London and Middlesex.*] In London and Middlesex, subject to any rules which may by any of the superior courts in that behalf, any party to any action triable at any of the aforesaid sittings of the superior courts shall be entitled to have the cause tried by a special jury upon the same conditions as would entitle him to have it so tried in any county other than London and Middlesex.

In London and Middlesex every court or judge shall have the same power of ordering that a cause be tried by a special jury as the like judge would have if the cause were tried in any county other than London and Middlesex.

19. *Summoning of jurors.*] The following regulations shall be enacted with respect to the summoning of jurors:—

(1.) That no person shall be summoned to serve on any jury or inquest (except a grand jury) more than once in any one year, unless all the jurors upon the list shall have been already summoned to serve during such year:

Provided that nothing herein contained shall prejudice the operation of any certificate granted under the County Juries Act, 1825, secs. 41 and 42:

(2.) No person shall be exempted from serving as a common juror by reason of his being on any special jurors list, or being qualified to serve as a grand juror:

(3.) No person shall be summoned or liable to serve as a juror in more than one court on the same day.

20. *Jurors entitled to six days notice.*] No juror shall be liable to any penalty for non-attendance on any jury unless the summons requiring him to attend be duly served six days at least before the day on which he is required to attend, but no longer period than such six days shall in any case be required between the service and such last-mentioned day.

21. *Sheriff to make regulations as to attendance.*] It shall be lawful for any sheriff or other officer to whom any precept for summoning jurors shall be addressed, with the consent of the person or persons by whom such precept shall have been issued, to make regulations as to the attendance of jurors during the time for which they shall be summoned, and in particular as to days on which, and the time during which, they are to attend.

Such regulations may be sent to any juror, together with the summons requiring him to attend on any jury, and when so sent shall be deemed to be part of such summons.

22. *Payment of jurors.*] Jurors shall be entitled to the following remuneration for their services, that is to say:—

Every special juror, when summoned for the purpose of trying special jury cases at the rate of £1 1s. for every day of his attendance.

The remuneration of a juror, when trying common jury cases shall be at the rate of 10s. for every day of his attendance.

The above-mentioned remuneration shall be paid by the parties to the causes to be tried, and for that purpose each of the said parties shall deposit such sum of money as may be determined by any rule of the court in which the cause is depending; and such deposit shall be made in such manner, at such time, and with such officer as the said court may prescribe.

23. *Jurors to be allowed fire and refreshment.*] Jurors after having been sworn, may, in the discretion of the judge, be allowed at any time before giving their verdict the use of a fire when out of court, and be allowed reasonable refreshment, such refreshment to be procured at their own expense.

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24. *Judges to make general orders.*] The judges of her Majesty's superior courts of common law are hereby empowered by general orders to make rules, not inconsistent with this Act, for the purpose of carrying out the several provisions of this Act.

25. *Jury lists in the city of London to be made as before.*] This Act shall not alter or affect the mode of procedure pursued in the making out of jury lists for the city of London, nor the provisions of the 9th and 10th Victoria, chapter 95, section 72.

SCHEDULE.

Persons exempt from serving on Juries.

Peers.
Members of Parliament.
Judges.
Clergymen.
Roman Catholic priests.
Ministers of any congregation of Protestant dissenters and of Jews whose place of meeting is duly registered, provided they follow no secular occupation except that of a schoolmaster.
Serjeants, barristers-at-law, certificated conveyancers, and special pleaders, if actually practising.
Members of the Society of Doctors of Law and advocates of the civil law, if actually practising.
Attorneys, solicitors, and proctors, if actually practising and having taken out their annual certificates, and their managing clerks, and notaries public in actual practice.
Officers of the courts of law and equity, and of the Admiralty and Ecclesiastical Courts, including therein the Courts of Probate and Divorce, and the clerks of the peace or their deputies, if actually exercising the duties of their respective offices.
Coroners.
Gaolers and keepers of houses of correction, and all subordinate officers of the same.
Keepers in public lunatic asylums.
Members and licentiates of the Royal College of Physicians in London, if actually practising as physicians.
Members of the Royal Colleges of Surgeons in London, Edinburgh, and Dublin, if actually practising as surgeons.
Apothecaries certificated by the Court of Examiners of the Apothecaries Company, and all registered medical practitioners and registered pharmaceutical chemists, if actually practising as apothecaries, medical practitioners, and pharmaceutical chemists respectively.
Officers of the navy, army, militia, and yeomanry, while on full pay.
The members of the Mersey Docks and Harbour Board.
The members, wardens, and brethren of the Corporation of Trinity House of Deptford Strond.
Pilots licensed by the Trinity House of Deptford Strond, Kingston-upon-Hull, or Newcastle-upon-Tyne, and all masters of vessels in the buoy and light service employed by either of those corporations, and all pilots licensed under any Act of Parliament or charter for the regulation of pilots.
The household servants of her Majesty, her heirs and successors.
Officers of the Post Office, Commissioners of Customs, and officers, clerks, or other persons acting in the management or collection of the customs, Commissioners of Inland Revenue, and officers or persons appointed by the Commissioners of Inland Revenue or employed by them or under their authority or direction in any way relating to the duties of Inland Revenue.
Sheriffs officers.
Officers of the rural and metropolitan police.
Magistrates of the metropolitan police courts, their clerks, ushers, doorkeepers, and messengers.
Members of the council of the municipal corporation of any borough, and every justice of the peace assigned to keep the peace therein, and the town clerk and treasurer for the time being of every such borough, so far as relates to any jury summoned to serve in the county where such borough is situate.
Burgesses of every borough in and for which a separate court of quarter sessions shall be holden, so far as relates to any jury summoned for the trial of issues joined in any court of general or quarter sessions of the peace in the county wherein such borough is situate.
Justices of the peace so far as relates to any jury summoned to serve at any sessions of the peace for the jurisdiction of which he is a justice.
Officers of the Houses of Lords and Commons.

CAP. LXXVIII.

An Act to facilitate the construction and to regulate the working of tramways. [9th August, 1870.

CAP. LXXIX.

An Act for further regulation of duties of postage, and for other purposes relating to the Post-office. [9th August, 1870.

CAP. LXXX.

An Act for taking the census of Ireland. [9th August, 1870.

CAP. LXXXI.

An Act to amend the Acts of the thirty-seventh year of King George the Third, chapter one hundred and twenty-seven, and the thirty-ninth and fortieth years of King George the Third, chapter fourteen (Meeting of Parliament Act, 1870). [9th August, 1870.

CAP. LXXXII.

An Act to authorise the Commissioners of her Majesty's Treasury to guarantee the payment of a loan to be raised by the Government of Canada for the construction of fortifications in that country. [9th August, 1870.

CAP. LXXXIII.

An Act to make better provision for the police force in the city of Londonderry, and to amend the Acts relating to the Royal Irish Constabulary Force. [9th August, 1870.

CAP. LXXXIV.

An Act to amend the Public Schools Act, 1868. [9th August, 1870.

CAP. LXXXV.

An Act to declare the hundred in which a piece of land in the county of Norfolk is situate, and to provide for the assessment of the said piece of land to the county rate. [9th August, 1870.

CAP. LXXXVI.

An Act to amend and extend the Act sixteenth and seventeenth Victoria, chapter ninety-two, to make further provision for uniting counties in Scotland in so far as regards the jurisdiction of the sheriff; and also to make certain provisions regarding the duties of sheriffs and sheriffs substitute in Scotland. [9th August, 1870.

CAP. LXXXVII.

An Act to amend the Act twenty-third and twenty-fourth Victoria, chapter fifty, intituled "An Act to abolish the annuity tax in Edinburgh and Montrose, and to make provision in regard to the stipends of the ministers in that city and burgh, and also to make provision for the patronage of the church of North Leith;" and to make provision for the abolition of the annuity tax within the parish of Canongate, and for the payment of the minister of said parish. [9th August, 1870.

CAP. LXXXVIII.

An Act to extend the Telegraph Acts of 1868, 1869, to the Channel Islands and the Isle of Man. [9th August, 1870.

CAP. LXXXIX.

An Act to enable the governors of Queen Anne's Bounty to provide superannuation allowances for their officers. [9th August, 1870.

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CAP. XC.

An Act to regulate the conduct of her Majesty's subjects during the existence of hostilities between foreign states with which her Majesty is at peace. [9th August, 1870.

CAP. XCI.

An Act for the relief of persons admitted to the office of priest or deacon in the Church of England. [9th August, 1870.

Whereas it is expedient that relief be given in respect of civil disabilities and in certain other respects to persons who have been admitted to the office of priest or of deacon in the Church of England:

Be it therefore enacted, &c.

1. *Short title.*] This Act may be cited as the Clerical Disabilities Act, 1870.

2. *Interpretation*] In this Act—

The term "the Church of England" means the Church of England as by law established:

The term "minister" means a priest or a deacon:

The terms "preferment," "bishop," and "diocese" respectively have the same meaning as in the Act thirdly mentioned in the first schedule to this Act.

3. *Execution and inrolment of deed of relinquishment.*] Any person admitted (before or after the passing of this Act) to the office of minister in the Church of England may, after having resigned any and every preferment held by him, do the following things:—

(1.) He may execute a deed of relinquishment in the form given in the second schedule to this Act:

(2.) He may cause the same to be inrolled in the High Court of Chancery:

(3.) He may deliver an office copy of the inrolment to the bishop of the diocese in which he last held a preferment, or if he has not held any preferment then to the bishop of the diocese in which he is resident, in either case stating his place of residence:

(4.) He may give notice of his having done so to the archbishop of the province in which that diocese is situate.

4. *Recording by bishop of deed of relinquishment and consequences thereof.*] At the expiration of six months after an office copy of the inrolment of a deed of relinquishment has been so delivered to a bishop, he or his successor in office shall, on the application of the person executing the deed, cause the deed to be recorded in the registry of the diocese, and thereupon and thenceforth (but not sooner) the following consequences shall ensue with respect to the person executing the deed:—

(1.) He shall be incapable of officiating or acting in any manner as a minister of the Church of England, and of taking or holding any preferment therein, and shall cease to enjoy all rights, privileges, advantages, and exemptions attached to the office of minister in the Church of England:

(2.) Every licence, office, and place held by him for which it is by law an indispensable qualification that the holder thereof should be a minister of the Church of England shall be ipso facto determined and void:

(3.) He shall be by virtue of this Act discharged and free from all disabilities, disqualifications, restraints, and prohibitions to which, if this Act had not been passed, he would, by force of any of the enactments mentioned in the first schedule to this Act or of any other law, have been subject as a person who had been admitted to the office of minister in the Church of England, and from all jurisdiction, penalties, censures, and proceedings to which, if this Act had not been passed, he would or might, under any of the same enactments or any other law, have been amenable or liable in consequence of his having been so admitted and of any act or or thing done or omitted by him after such admission.

5. *Provision for pending proceedings before recording in registry.*] Provided, that if within the aforesaid period of six months the bishop to whom an office copy of the inrolment of a deed of relinquishment is delivered, or his successor in office, has notice of proceedings pending against the person executing the deed as a person who had been admitted to the office of minister in the Church of England, the bishop shall, on the application of that person, cause the deed to be recorded in the registry of the diocese on the termination of those proceedings by a definitive sentence, or interlocutory decree having the force and effect of a definitive sentence, and execution thereof, but not sooner.

6. *Service at place of residence stated.*] For the purpose of any proceedings instituted within the aforesaid period of six months against a person executing a deed of relinquishment under this Act, the service of any citation, notice, or other document at the place stated by him in pursuance of this Act as his place of residence shall be good service.

7. *Copy of record to be evidence.*] A copy of the record in the registry of a diocese of a deed of relinquishment under this Act, duly extracted and certified by the registrar of the bishop, shall be evidence of the due execution, inrolment, and recording of the deed, and of the fulfilment of all the requirements of this Act in relation thereto.

The registrar of the bishop shall, on the application of the person executing the deed, give to him a copy of the record thereof duly extracted and certified, on payment of a fee not exceeding ten shillings for the recording and copy thereof.

8. *Saving for pecuniary liabilities.*] Nothing in this Act shall relieve any person or his estate from any liability in respect of dilapidations or from any debt or other pecuniary liability incurred or accrued before or after his execution of a deed of relinquishment under this Act, and the same may be enforced and recovered as if this Act had not been passed.

SCHEDULES.

THE FIRST SCHEDULE.

Enactments referred to.

41 Geo. 3, c, 63. 5 & 6 Will. 4, c, 76, s, 28. 3 & 4, Vict. c, 86.

THE SECOND SCHEDULE.

Form of deed of relinquishment.

Know all men by these presents, that I A.B., of ——, having been admitted to the office of priest [*or* deacon, *as the case may be*] in the Church of England, [and having resigned *here to be inserted description of late preferment, if any,*] do hereby in pursuance of the Clerical Disabilities Act, 1870, declare that I relinquish all rights, privileges, advantages, and exemptions of the office as by law belonging to it. In witness whereof I have hereunto set my hand and seal this——day of——18—.

(Signed) A. B. (L.S.)

Executed by A. B. in presence of C. D. of [address and description of witness].

CAP. XCII.

An Act to amend the laws for the election of the magistrates and councillors of royal and parliamentary burghs in Scotland. [9th August, 1870.

CAP. XCIII.

An Act to amend the law relating to the property of married women. [9th August, 1870.

Whereas it is desirable to amend the law of property and contract with respect to married women:

Be it enacted, &c.

1. *Earnings of married women to be deemed their own property.*] The wages and earnings of any married woman acquired or gained by her after the passing of this Act in any employment, occupation, or trade in which she is engaged or which she carries on separately from her husband, and also any money or property so acquired by her through the exercise of any literary, artistic, or scientific skill, and all investments of such wages, earnings, money, or property, shall be deemed and taken to be property held and settled to her separate use, independent of any husband to whom she may be married, and her receipts alone shall be a good discharge for such wages, earnings, money, and property.

2. *Deposits in savings banks by a married woman to be deemed her separate property. Proviso.*] Notwithstanding any provision to the contrary in the Act of the tenth year of George the 4th, chapter 24, enabling the Commissioners for the Reduction of the National Debt to grant life annuities and annuities

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for terms of years, or in the Acts relating to savings banks and post office savings banks, any deposit hereafter made and any annuity granted by the said commissioners under any of the said Acts in the name of a married woman, or in the name of a woman who may marry after such deposit or grant, shall be deemed to be the separate property of such woman, and the same shall be accounted for and paid to her as if she were an unmarried woman: provided that if any such deposit is made by, or such annuity granted to, a married woman by means of moneys of her husband without his consent, the court may, upon an application under section nine of this Act, order such deposit or annuity or any part thereof to be paid to the husband.

3. *As to a married woman's property in the funds.*] Any married woman, or any woman about to be married, may apply to the Governor and Company of the Bank of England, or to the Governor and Company of the Bank of Ireland, by a form to be provided by the governor of each of the said banks and company for that purpose, that any sum forming part of the public stocks and funds, and not being less than twenty pounds to which the woman so applying is entitled, or which she is about to acquire, may be transferred to or made to stand in the books of the governor and company to whom such application is made in the name or intended name of the woman as a married woman entitled to her separate use, and on such sum being entered in the books of the said governor and company accordingly the same shall be deemed to be the separate property of such woman, and shall be transferred and the dividends paid as if she were an unmarried woman: provided that if any such investment in the funds is made by a married woman by means of moneys of her husband without his consent, the court, may, upon an application under section nine of this Act, order such investment and the dividends thereof, or any part thereof, to be transferred and paid to the husband.

4. *As to a married woman's property in a joint stock company.*] Any married woman, or any woman about to be married, may apply in writing to the directors or managers of any incorporated or joint stock company that any fully paid up shares, or any debenture or debenture stock, or any stock of such company, to the holding of which no liability is attached, and to which the woman so applying is entitled, may be registered in the books of the said company in the name or intended name of the woman as a married woman entitled to her separate use, and it shall be the duty of such directors or managers to register such shares or stock accordingly, and the same upon being so registered shall be deemed to be the the separate property of such woman, and shall be transferred and the dividends and profits paid as if she were an unmarried woman; provided that if any such investment as last mentioned is made by a married woman by means of moneys of her husband without his consent, the court may, upon an application under section nine of this Act, order such investment and the dividends and profits thereon, or any part thereof, to be transferred and paid to the husband.

5. *As to a married woman's property in a society.*] Any married woman, or any woman about to be married, may apply in writing to the committee of of management of any industrial and provident society, or to the trustees of any friendly society, benefit building society, or loan society, duly registered, certified, or enrolled under the Acts relating to such societies respectively, that any share, benefit, debenture, right, or claim whatsoever in, to, or upon the funds of such society to the holding of which share, benefit, or debenture no liability is attached, and to which the woman so applying is entitled, may be entered in the books of the society in the name or intended name of the woman as a married woman entitled to her separate use, and it shall be the duty of such committee or trustees to cause the same to be so entered, and thereupon such share, benefit, debenture, right, or claim shall be deemed to be the separate property of such woman, and shall be transferable and payable with all dividends and profits thereon as if she were an unmarried woman: provided that if any such share, benefit, debenture, right or claim has been obtained by a married woman by means of moneys of her husband without his consent, the court may, upon an application under section nine of this Act. order the same and the dividends and profits thereon, or any part thereof, to be transferred and paid to the husband.

6. *Deposit of moneys in fraud of creditors invalid.*] Nothing hereinbefore contained in reference to moneys deposited in o annuities granted by savings banks or moneys invested in the funds or in shares or stock of any company, shall as against creditors of the husband give validity to any deposit or investment of moneys of the husband made in fraud of such creditors, and any moneys so deposited or invested may be followed as if this Act had not passed.

7. *Personal property not exceeding £200 coming to a married woman to be her own.*] Where any woman married after the passing of this Act shall during her marriage become entitled to any personal property as next of kin or one of the next of kin of an intestate, or to any sum of money not exceeding two hundred pounds under any deed or will, such property shall, subject and without prejudice to the trusts of any settlement affecting the same, belong to the woman for her separate use, and her receipts alone shall be a good discharge for the same.

8. *Freehold property coming to a married woman, rents and profits only to be her own.*] Where any freehold, copyhold, or customary hold property shall descend upon any woman married after the passing of this Act as heiress or co-heiress of an intestate, the rents and profits of such property shall, subject and without prejudice to the trusts of any settlement affecting the same, belong to such woman for her separate use, and her receipts alone shall be a good discharge for the same.

9. *How questions as to ownership of property to be settled.*] In any question between husband and wife as to property declared by this Act to be the separate property of the wife, either party may apply by summons or motion in a summary way either to the Court of Chancery in England or Ireland according as such property is in England or Ireland, or in England (irrespective of the value of the property) the judge of the county court of the district in which either party resides, and thereupon the judge may make such order, direct such inquiry, and award such costs as he shall think fit: provided that any order made by such judge shall be subject to appeal in the same manner as the order of the same judge made in a pending suit or on an equitable plaint would have been, and the judge may, if either party so require, hear the application in his private room.

10. *Married woman may effect policy of insurance.*] A married woman may effect a policy of insurance upon her own life or the life of her husband for her separate use, and the same and all benefit thereof, if expressed on the face of it to be so effected, shall enure accordingly, and the contract in such policy shall be as valid as if made with an unmarried woman.

As to insurance of a husband for benefit of his wife.] A policy of insurance effected by any married man on his own life, and expressed upon the face of it to be for the benefit of his wife or of his wife and children, or any of them, shall enure and be deemed a trust for the benefit of his wife for her separate use, and of his children, or any of them, according to the interest so expressed, and shall not, so long as any object of the trust remains, be subject to the control of the husband or to his creditors, or form part of his estate. When the sum secured by the policy becomes payable, or at any time previously, a trustee thereof may be appointed by the Court of Chancery in England or in Ireland according as the policy of insurance was effected in England or in Ireland, or in England by the judge of the county court of the district, or in Ireland by the chairman of the civil bill court of the division of the county in which the insurance office is situated, and the receipt of such trustee shall be a good discharge to the office. If it shall be proved that the policy was effected and premiums paid by the husband with intent to defraud his creditors, they shall be entitled to receive out of the sum secured an amount equal to the premiums so paid.

11. *Married woman may maintain an action.*] A married woman may maintain an action in her own name for the recovery of any wages, earnings, money, and property by this Act declared to be her separate property, or of any property belonging to her before marriage, and which her husband shall, by writing under his hand, have agreed with her shall belong to her after marriage as her separate property, and she shall have in her own name the same remedies, both civil and criminal, against all persons whomsoever, for the protection and security of such wages, earnings, money, and property, and of any chattels or other property purchased or obtained by means thereof for her own use, as

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if such wages, earnings, money, chattels, and property belonged to her as an unmarried woman; and in any indictment or other proceeding it shall be sufficient to allege such wages, earnings, money, chattels, and property to be her property.

12. *Husband not to be liable on his wife's contracts before marriage.*] A husband shall not, by reason of any marriage which shall take place after this Act has come into operation, be liable for the debts of his wife contracted before marriage, but the wife shall be liable to be sued for, and any property belonging to her for her separate use shall be liable to satisfy such debts as if she had continued unmarried.

13. *Married woman to be liable to the parish for the maintenance of her husband.*] Where in England the husband of any woman having separate property becomes chargeable to any union or parish, the justices having jurisdiction in such union or parish may, in petty sessions assembled, upon application of the guardians of the poor, issue a summons against the wife, and make and enforce such order against her for the maintenance of her husband as by the 33rd section of the Poor Law Amendment Act, 1868, they may now make and enforce against a husband for the maintenance of his wife who becomes chargeable to any union or parish. Where in Ireland relief is given under the provisions of the Acts relating to the relief of the destitute poor to the husband of any woman having separate property, the cost price of such relief is hereby declared to be a loan from the guardians of the union in which the same shall be given, and shall be recoverable from such woman as if she were a feme sole by such and the same actions and proceedings as money lent.

14. *Married woman to be liable to the parish for the maintenance of her children.*] A married woman having separate property shall be subject to all such liability for the maintenance of her children, as a widow is now by law subject to for the maintenance of her children: provided always, that nothing in this Act shall relieve her husband from any liability at present imposed upon him by law to maintain her children.

15. *Commencement of Act.*] This Act shall come into operation at the time of the passing of this Act.

16. *Extent of Act.*] This Act shall not extend to Scotland.

17. *Short title.*] This Act may be cited as the "Married Women's Property Act, 1870."

CAP. XCIV.

An Act to provide for superannuation allowances to medical officers of unions, districts, and parishes in England and Wales. [9th August, 1870.

CAP. XCV.

An Act to authorise the carriage of naval and military stores in passenger ships. [9th August, 1870.

CAP. XCVI.

An Act to apply a sum out of the Consolidated Fund to the service of the year ending the thirty-first day of March one thousand eight hundred and seventy-one, and to appropriate the supplies granted in this session of Parliament. [10th August, 1870.

CAP. XCVII.

An Act for granting certain stamp duties in lieu of duties of the same kind now payable under various Acts, and consolidating and amending provisions relating thereto. [10th August, 1870.

Be it enacted, &c.

1. *Short title and commencement of Act.*] This Act may be cited as "The Stamp Act, 1870," and shall come into operation on the first day of January, one thousand eight hundred and seventy-one, which date is hereinafter referred to as the commencement of this Act.

2. *Interpretation of terms.*] In the construction and for the purposes of this Act the following words have the meanings by this section assigned to them, unless it is otherwise provided, or there be something in the context repugnant thereto:—

(1.) "The commissioners" means the Commissioners of Inland Revenue:

(2.) "Material" means and includes every sort of material upon which words or figures can be expressed:

(3.) "Write," "written," and "writing" include every mode in which words or figures can be expressed upon material:

(4.) "Instrument" means and includes every written document:

(5.) "Stamp" means as well a stamp impressed by means of a die as an adhesive stamp:

(6.) "Stamped," with reference to instruments and material, applies as well to instruments and material impressed with stamps by means of a die as to instruments and material having adhesive stamps affixed thereto:

(7.) "Executed" and "execution," with reference to instruments not under seal, mean signed and signature:

(8.) "Money" includes all sums expressed in British or in any foreign or colonial currency:

(9.) "Stock" means and includes any share in any stocks or funds transferable at the Bank of England or at the Bank of Ireland, and India promissory notes, and any share in the stocks or funds of any foreign or colonial state or government, or in the capital stock or funded debt of any company, corporation, or society in the United Kingdom, or of any foreign or colonial company, corporation, or society:

(10.) "Marketable security" means a security of such a description as to be capable of being sold in any stock market in the United Kingdom:

(11.) "Person" includes company, corporation, and society:

(12.) "Steward" of a manor includes deputy steward.

3. *Grant of duties in schedule.*] From and after the commencement of this Act, and subject to the exemptions contained in the schedule to this Act, and in any other Acts for the time being in force, there shall be charged for the use of her Majesty, her heirs and successors, upon the several instruments specified in the schedule to this Act, the several duties in the said schedule specified, and no other duties.

4. *As to instruments charged with the duty of 35s.*] Any instrument which by any Act heretofore passed, and not relating to stamp duties, is specifically charged with the duty of thirty-five shillings shall, from and after the commencement of this Act, be chargeable only with the duty of ten shillings in lieu of the said duty of thirty-five shillings.

5. *As to instruments relating to property belonging to the Crown.*] Except where express provision to the contrary is made by this or any other Act, an instrument relating to property belonging to the Crown, or being the private property of the Sovereign, is to be charged with the same duty as an instrument of the same kind relating to property belonging to a subject.

6. *All duties to be paid according to the regulations of this Act and the schedule to be read as part of this Act.*] (1.) All stamp duties which may from time to time be chargeable by law upon any instruments are to be paid and denoted according to the general and special regulations in this Act contained.

(2.) The said schedule, and everything therein contained, is to be read and construed as part of this Act.

GENERAL REGULATIONS.

7. *How instruments are to be written and stamped.*] (1.) Every instrument written upon stamped material is to be written in such manner, and every instrument partly or wholly written before being stamped is to be so stamped, that the stamp may appear on the face of the instrument, and cannot be used for or applied to any other instrument written upon the same piece of material.

(2.) If more than one instrument be written upon the same piece of material, every one of such instruments is to be separately and distinctly stamped with the duty with which it is chargeable.

8. *Instruments to be separately charged with duty in certain cases.*] Except where express provision to the contrary is made by this or any other Act,

(1.) An instrument containing or relating to several distinct matters is to be separately and distinctly charged, as if it were a separate instrument, with duty in respect of each of such matters.

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(2.) An instrument made for any consideration or considerations in respect whereof it is chargeable with ad valorem duty, and also for any further or other valuable consideration or considerations, is to be charged with duty in respect of such last mentioned consideration or considerations as if it were a separate instrument made for such consideration or considerations only.

9. *As to the use of appropriated stamps.*] (1.) A stamp which by any word or words on the face of it is appropriated to any particular description of instrument is not to be used, or, if used, is not to be available, for an instrument of any other description.

(2.) An instrument falling under the particular description to which any stamp is so appropriated as aforesaid is not to be deemed duly stamped, unless it is stamped with the stamp so appropriated.

10. *Facts and circumstances affecting duty to be set forth in instruments.*] All the facts and circumstances affecting the liability of any instrument to ad valorem duty, or the amount of the ad valorem duty with which any instrument is chargeable, are to be fully and truly set forth in the instrument; and every person who, with intent to defraud her Majesty, or her heirs or successors,

(1.) Executes any instrument in which all the said facts and circumstances are not fully and truly set forth;

(2.) Being employed or concerned in or about the preparation of any instrument, neglects or omits fully and truly to set forth therein all the said facts and circumstances;

Penalty, £10] shall forfeit the sum of £10.

11. *Money in foreign or colonial currency to be valued.*] Where an instrument is chargeable with ad valorem duty in respect of any money in any foreign or colonial currency, such duty shall be calculated on the value of such money in British currency according to the current rate of exchange on the day of the date of the instrument.

12. *Stock and marketable securities to be valued.*] Where an instrument is chargeable with ad valorem duty in respect of any stock or of any marketable security, such duty shall be calculated on the value of such stock or security according to the average price thereof on the day of the date of the instrument.

13. *Effect of statement of value.*] Where an instrument contains a statement of current rate of exchange, or average price, as the case may require, and is stamped in accordance with such statement, it is, so far as regards the subject matter of such statement, to be deemed duly stamped, unless or until it is shown that such statement is untrue, and that the instrument is in fact insufficiently stamped.

14. *As to denoting stamp.*] Where the duty with which an instrument is chargeable depends in any manner upon the duty paid upon another instrument, the payment of such last mentioned duty shall, if application be made to the commissioners for that purpose, and on production of both the instruments, be denoted in such manner as the commissioners think fit upon such first mentioned instrument.

15. *Terms upon which instruments may be stamped after execution.*] (1.) Except where express provision to the contrary is made by this or any other Act, any unstamped or insufficiently stamped instrument may be stamped after the execution thereof, on payment of the unpaid duty and a penalty of ten pounds; and also by way of further penalty, where the unpaid duty exceeds ten pounds of interest on such duty, at the rate of five pounds per centum per annum, from the day upon which the instrument was first executed up to the time when such interest is equal in amount to the unpaid duty.

And the payment of any penalty or penalties is to be denoted on the instrument by a particular stamp.

Proviso.] (2.) Provided as follows:—

As to instruments executed abroad.] (*a.*) Any unstamped or insufficiently stamped instrument, which has been first executed at any place out of the United Kingdom, may be stamped, at any time within two months after it has been first received in the United Kingdom, on payment of the unpaid duty only:

As to remission of penalties.] (*b.*) The commissioners may, if they think fit, at any time within twelve months after the first execution of any instrument, remit the penalty or penalties, or any part thereof.

16. *Terms upon which unstamped or insufficiently stamped instruments may be received in evidence in any court.*] (1.) Upon the production of an instrument chargeable with any duty as evidence in any court of civil judicature in any part of the United Kingdom, the officer whose duty it is to read the instrument shall call the attention of the judge to any omission or insufficiency of the stamp thereon, and if the instrument is one which may legally be stamped after the execution thereof, it may, on payment to the officer of the amount of the unpaid duty, and the penalty payable by law on stamping the same as aforesaid, and of a further sum of one pound, be received in evidence, saving all just exceptions on other grounds.

The officer of the court to account for duties and penalties.] (2.) The officer receiving the said duty and penalty shall give a receipt for the same, and make an entry in a book kept for that purpose of the payment and of the amount thereof, and shall communicate to the commissioners the name or title of the cause or proceeding in which, and of the party from whom, he received the said duty and penalty, and the date and description of the instrument, and shall pay over to the receiver-general of inland revenue, or to such other person as the commissioners may appoint, the money received by him for the said duty and penalty.

(3.) Upon production to the commissioners of any instrument in respect of which any duty or penalty has been paid as aforesaid, together with the receipt of the said officer, the payment of such duty and penalty shall be denoted on such instrument accordingly.

17. *Instrument not duly stamped inadmissible.*] Save and except as aforesaid, no instrument executed in any part of the United Kingdom, or relating, wheresoever executed, to any property situate, or to any matter or thing done or to be done, in any part of the United Kingdom, shall, except in criminal proceedings, be pleaded or given in evidence, or admitted to be good, useful, or available in law or equity, unless it is duly stamped in accordance with the law in force at the time when it was first executed.

18. *The commissioners may be required to express their opinion as to duty.*] (1.) Subject to such regulations as the commissioners may think fit to make, the commissioners may be required by any person to express their opinion with reference to any executed instrument upon the following questions:—

(*a.*) Whether it is chargeable with any duty:

(*b.*) With what amount of duty it is chargeable.

Mode and effect of proceeding.] (2.) If the commissioners are of opinion that the instrument is not chargeable with any duty, such instrument may be stamped with a particular stamp denoting that it is not chargeable with any duty.

(3.) If the commissioners are of opinion that the instrument is chargeable with duty, they shall assess the duty with which it is in their opinion chargeable, and if or when the instrument is duly stamped in accordance with the assessment of the commissioners, it may be also stamped with a particular stamp denoting that it is duly stamped.

(4.) Every instrument stamped with the particular stamp denoting either that it is not chargeable with any duty, or is duly stamped, shall be admissible in evidence, and available for all purposes, notwithstanding any objection relating to duty.

Provisoes.] (5.) Provided as follows:—

(*a.*) An instrument upon which the duty has been assessed by the commissioners shall not, if it is unstamped or insufficiently stamped, be stamped otherwise than in accordance with the assessment of the commissioners:

(*b.*) Nothing in this section contained extends to any instrument chargeable with duty, and made as a security for money or stock without limit:

(*c.*) Nothing in this section contained shall be deemed to authorise the stamping after the execution thereof of any instrument prohibited by law from being so stamped.

19. *Person dissatisfied may appeal.*] (1.) Any person who is dissatisfied with the assessment of the commissioners made in pursuance of the last preceding section may, within twenty-one days after the date of such assessment, and on payment of duty in conformity therewith, appeal against such assessment to her Majesty's Court of Exchequer in England, Scotland, or Ireland, according to the country in which the case has arisen, and may for that purpose re-

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quire the commissioners to state and sign a case, setting forth the question upon which their opinion was required, and the assessment made by them.

Mode of proceeding.] (2.) The commissioners shall thereupon state and sign a case accordingly, and deliver the same to the person by whom it is required, and on his application such case may be set down for hearing in the proper court.

(3.) Upon the hearing of such case (due notice of which is to be given to the commissioners) the court shall determine the question submitted, and, if the instrument in question is in the opinion of the court chargeable with any duty, shall assess the duty with which it is so chargeable.

(4.) If it is decided by the court that the assessment of the commissioners is erroneous, any excess of duty which may have been paid in conformity with such erroneous assessment, together with any penalty which may have been paid in consequence thereof, shall be ordered by the court to be repaid by the commissioners to the appellant, together with the costs incurred by him in relation to the appeal.

(5.) But if the assessment of the commissioners is confirmed by the court, the costs incurred by the commissioners in relation to the appeal shall be ordered by the court to be paid by the appellant to the commissioners.

20. *The commissioners may call for and refuse to proceed without evidence.*] (1.) In any case of application to the commissioners with reference to any instrument the commissioners may require to be furnished with an abstract of the instrument, and also with such evidence as they may deem necessary, in order to show to their satisfaction whether all the facts and circumstances affecting the liability of the instrument to duty, or the amount of the duty chargeable thereon, are fully and truly set forth therein, and may refuse to proceed upon any such application until such abstract and evidence has been furnished accordingly.

Proviso.] (2.) Provided that no affidavit or statutory declaration made in pursuance of this section shall be used against any person making the same in any proceeding whatever, except in an inquiry as to the duty with which the instrument to which it relates is chargeable; and every person by whom any such affidavit or declaration is made shall, on payment of the full duty with which the instrument to which it relates is chargeable, be relieved from any penalty, forfeiture, or disability he may have incurred by reason of the omission to state truly in such instrument any of the facts or circumstances aforesaid.

21. *Rolls, books, &c. to be open to inspection.*] (1.) All public officers having in their custody any rolls books, records, papers, documents, or proceedings, the inspection whereof may tend to secure any duty, or to the proof or discovery of any fraud or omission in relation to any duty, shall at all seasonable times permit any person thereunto authorised by the commissioners to inspect all such rolls, books, records, papers, documents, and proceedings, and to take such notes and extracts as he may deem necessary, without fee or reward.

Penalty for refusal, £10.] (2.) Every person who refuses to permit such inspection shall for every such refusal forfeit the sum of ten pounds.

22. *Penalty for enrolling, &c. any instrument not duly stamped,* £10.] If any person whose office it is to enrol, register, or enter in or upon any rolls, books, or records any instrument chargeable with any duty, enrols, registers, or enters any such instrument not being duly stamped, he shall forfeit the sum of ten pounds.

23. *How duties to be denoted.*] Except where express provision is made to the contrary, all duties are to be denoted by impressed stamps only.

24. *General direction as to the cancellation of adhesive stamps.*] (1.) An instrument the duty upon which is required or permitted by law to be denoted by an adhesive stamp is not to be deemed duly stamped with an adhesive stamp unless the person required by law to cancel such adhesive stamp cancels the same by writing on or across the stamp his name or initials, or the name or initials of his firm, together with the true date of his so writing, so that the stamp may be effectually cancelled, and rendered incapable of being used for any other instrument, or unless it is otherwise proved that the stamp appearing on the instrument was affixed thereto at the proper time.

Penalty for neglect or refusal, £10.] (2.) Every person who, being required by law to cancel an adhesive stamp, wilfully neglects or refuses duly and effectually to do so in manner aforesaid, shall forfeit the sum of ten pounds.

25. *Penalty for frauds in relation to adhesive stamps, or to any duty,* £50.] Any person who—

(1.) Fraudulently removes or causes to be removed from any instrument any adhesive stamp, or affixes any adhesive stamp which has been so removed, to any other instrument with intent that such stamp may be used again;

(2.) Sells or offers for sale, or utters, any adhesive stamp which has been so removed, or utters any instrument having thereon any adhesive stamp which has to his knowledge been so removed as aforesaid;

(3.) Practises or is concerned in any fraudulent act, contrivance, or device not specially provided for, with intent to defraud Her Majesty, her heirs or successors, of any duty;

shall forfeit, over and above any other penalty to which he may be liable, the sum of fifty pounds.

26. *Recovery of penalties.*] (1.) Penalties incurred under this Act are to be sued for by information in the Court of Exchequer in England in the name of the Attorney General for England, in Scotland in the name of the Lord Advocate, and in Ireland in the name of the Attorney General for Ireland, and may be recovered with full costs of suit.

(2.) The commissioners may, at their discretion, mitigate or stay or compound proceedings for any penalty, and reward any person who may inform them of any offence against this Act, or assist in the recovery of any penalty.

27. *Affidavits and declarations how to be made.*] Any affidavit or declaration to be made in pursuance or for the purposes of this Act may be made before any of the commissioners, or any officer or person authorised by them in that behalf, or before a person appointed to administer oaths in the Court of Chancery in England or Ireland, or before any person commissioned to take affidavits by the Court of Session in Scotland, or before any justice of the peace or notary public in any part of the United Kingdom, or at any place out of the United Kingdom before any person duly authorised to administer oaths there.

28. *Moneys received and not appropriated to be recoverable in Court of Exchequer.*] (1.) Every person who, having received any sum of money as or for the duty upon or in respect of any instrument, neglects or omits to appropriate such money to the due payment of such duty, or otherwise improperly withholds or detains the same, shall be accountable for the amount of such duty, and the same shall be a debt from him to her Majesty, her heirs or successors, and recoverable as such accordingly.

(2.) The Court of Exchequer in England, Scotland, or Ireland may, upon application to be made for that purpose on behalf of the commissioners, upon such affidavit as may appear sufficient, grant a rule requiring any such person as aforesaid, or the officer of any court, or the executor or administrator of such person or officer, to show cause why he should not deliver to the commissioners an account upon oath of all duties and sums of money received by such person or officer, and why the same should not be forthwith paid to the Receiver General of Inland Revenue, or to such other person as the commissioners may appoint to receive the same; and the court may make absolute any such rule, and enforce by attachment or otherwise the payment of any such duties or sums of money as on such proceedings may appear to be due, together with the costs of the proceedings.

SPECIAL REGULATIONS.

As to admissions generally.

29. *Duty, how to be denoted.*] The duty payable under this Act upon an admission is to be denoted on the instrument of admission delivered to the person admitted, if there be any such instrument, or if not, on the register, entry, or memorandum of the admission in the rolls, books, or records of the court, inn, college, borough, burgh, company, corporation, guild, or society in which the admission is made, and in cases in which no instrument of admission is delivered, and no register, entry, or memorandum is made, on the rescript or warrant for admission.

30. *Penalty on officers for neglect or refusal to prepare duly stamped documents or entries.*] If any person whose office it is to prepare or deliver out any instrument of admission chargeable with any duty, or to register, enter, or make any memorandum of any admission in respect of which no instrument of admission is delivered to the person admitted, neglects or refuses, within one month after the admission,

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to prepare a duly stamped instrument of admission, or to make a proper and duly stamped register, entry, or memorandum of the admission, as the case may require, he shall forfeit the sum of ten pounds.

As to admissions to the degree of a barrister-at-law in Ireland, and of students to the Society of King's Inns, Dublin.

31. *Distinct accounts to be kept of certain sums payable to King's Inns Dublin.*] Distinct accounts are to be kept of the sums following, that is to say:—

(1.) Ten pounds, part of the duty of fifty pounds payable on the admission to the degree of a barrister-at-law in Ireland of a person not previously admitted to that degree in England:

(2.) Ten pounds, payable for duty on the like admission of a person who has been previously admitted to the said degree in England:

(3.) Ten pounds, part of the duty payable on the admission of a student into the Society of King's Inns, Dublin:

And the said sums are respectively to be paid over by the Receiver General of Inland Revenue to the treasurer of the Society of King's Inns, Dublin, to be applied by him according to the directions of the said society.

32. *As to admission as a student of King's Inns, Dublin, of a member of Inns of Court in England.*] If any person, who has been duly admitted a member of one of the Inns of Court in England, is afterwards duly admitted a student of the Society of King's Inns, in Dublin, the duty paid by him in respect of his former admission is, on application made within six months after the last admission, to be allowed and returned to him.

As to admissions or appointments to and grants of offices or employments.

33. *Fees and emoluments how to be estimated.*] The fees and emoluments appertaining to any office or employment are, when practicable, to be estimated according to the average amount thereof for three years preceding the date of the admission, appointment, or grant, and in other cases according to the best information that can be obtained.

34. *Re-appointments not chargeable with duty, except for augmentation.*] Where any office or employment is granted anew to any person upon the revocation of any former grant thereof or appointment thereto, in respect of which the proper duty has been paid, no duty is to be charged on the grant or appointment by way of renewal, unless the salary, fees, and emoluments of the office or employment are in any manner augmented, and in that case duty is to be charged on such last mentioned grant or appointment in proportion to the amount of the augmentation only.

35. *No duty on promotion in the customs except for augmentation.*] Upon the promotion of any person from any office or employment in her Majesty's Customs, in respect of which he has paid the proper duty, to any other office or employment therein, the appointment of such person to the office or employment to which he is so promoted is to be charged with duty in respect only of any augmentation in his salary, fees, and emoluments.

As to agreements.

36. *Duty may be denoted by adhesive stamp.*] The duty of sixpence upon an agreement may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the agreement is first executed.

As to appointments, &c. to ecclesiastical benefices, &c.

37. *Net yearly value, how to be ascertained and determined.*] The net yearly value of an ecclesiastical benefice, dignity, or promotion, or of a perpetual curacy, in England, whether the emoluments thereof consist of money or of produce, or partly of money and partly of produce, is to be ascertained and determined by the certificate of the Ecclesiastical Commissioners for England, to be written on the instrument charged with duty.

Provided that two or more benefices, or a benefice and any ecclesiastical dignity or promotion episcopally or permanently united, shall be deemed one benefice only.

As to appraisements.

38. *Appraisements to be written out. Penalty on the appraiser, £60.*] (1.) Every appraiser, by whom an appraisement or valuation is made, shall, within fourteen days after the making thereof, write out the same, in words and figures showing the full amount thereof, upon duly stamped material, and if he neglects or omits so to do, or in any other manner delivers out, or states the amount of, any such appraisement or valuation, shall forfeit the sum of fifty pounds.

On other offenders, £20.] (2.) Any person who receives from any appraiser, or pays for the making of, any appraisement or valuation, unless the same be written out and stamped as aforesaid, shall forfeit the sum of twenty pounds.

As to instruments of apprenticeship.

39. *Interpretation of terms.*] Every writing relating to the service or tuition of any apprentice, clerk, or servant placed with any master to learn any profession, trade, or employment (except articles of clerkship to attorneys and others hereby specifically charged with duty), is to be deemed an instrument of apprenticeship.

40. *Premium or consideration to be set out in writing. Penalty £20, and the contract to be void.*] The full sum of money, and the value of any other matter or thing, paid, given, or assigned, or secured to be paid, given, or assigned, to or for the benefit of the master with or in respect of any apprentice, clerk, or servant (not being a person bound to serve in order to admission in any court), is to be fully and truly set forth in an instrument of apprenticeship; and if any such sum, or other matter or thing, be paid, given, assigned, or secured as aforesaid, and no such instrument be made, or if any such instrument be made, and such sum, or the value of such other matter or thing, be not set forth therein as aforesaid, the master, and also the apprentice himself, if of full age, and any other person being a party to the contract, or by whom any such sum, or other matter or thing, is paid, given, assigned, or secured, shall forfeit the sum of twenty pounds, and the contract, and the instrument (if any) containing the same, shall be null and void.

As to original articles of clerkship.

41. *Articles in England not to be charged with more than one duty of £80.*] (1.) Where the same articles are a qualification for the admission of any person not only as an attorney or solicitor in any of her Majesty's courts at Westminster, but also as an attorney or solicitor in any of the courts of the counties palatine of Lancaster and Durham, such articles are not to be charged with more than one duty of eighty pounds.

And in certain cases may be stamped with additional duty.] (2.) Where any person has become bound by duly stamped articles in order to his admission as an attorney or solicitor in any of the courts of the counties palatine of Lancaster and Durham, such articles shall, on payment of such further amount of duty as, together with the amount of duty previously paid thereon, will make up the sum of eighty pounds, be impressed with a stamp denoting the payment of such further duty, and shall thereupon be considered to be sufficiently stamped for the purpose of entitling such person to admission in any of the courts at Westminster.

42. *Articles in Scotland not to be charged with more than one duty of £60.*] (1.) Where the same articles are a qualification for the admission of any person not only as a writer to the signet, or as a solicitor, agent, or attorney in any of the Courts of Session, Justiciary, or Commission of Teinds, but also as a procurator or solicitor in any inferior court in Scotland, such articles are not to be charged with more than one duty of sixty pounds.

And in certain cases may be stamped with additional duty. (2.) Where any person has become bound by duly stamped articles in order to his admission as a procurator or solicitor in any inferior court in Scotland, such articles shall, on payment of such further amount of duty as, together with the amount previously paid thereon, will make up the sum of sixty pounds, be impressed with a stamp denoting the payment of such further duty, and shall thereupon be considered to be sufficiently stamped for entitling such person to admission as a writer to the signet, or as a solicitor, agent, or attorney in the Court of Session, Justiciary, or Commission of Teinds.

43. *Terms upon which articles may be stamped after execution.*] Save as hereinbefore provided, articles of clerkship are not to be stamped at any time after the expiration of six months from the date thereof, except upon payment of penalties as follows:—

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(1.) If brought to be stamped within one year after date, ten pounds:

(2.) If so brought after one year, and within five years after date—

For every complete year, and also for any additional part of a year elapsed since the date, ten pounds:

(3.) In every other case, fifty pounds.

44. *Distinct account to be kept of £14 payable to King's Inns, Dublin.*] The sum of £14, part of the duty payable on articles of clerkship in Ireland, shall be carried to a separate account, and paid over by the Receiver General of Inland Revenue to the treasurer of the society of King's Inns, Dublin, to be applied by him according to the directions of the said society.

As to bank notes, bills of exchange, and promissory notes.

45. *Interpretation of terms.*] The term "banker" means and includes any corporation, society, partnership, and persons, and every individual person carrying on the business of banking in the United Kingdom.

The term "bank note" means and includes—

(1.) Any bill of exchange or promissory note issued by any banker, other than the governor and company of the Bank of England, for the payment of money not exceeding one hundred pounds to the bearer on demand:

(2.) Any bill of exchange or promissory note so issued which entitles or is intended to entitle the bearer or holder thereof, without indorsement, or without any further or other indorsement than may be thereon at the time of the issuing thereof, to the payment of money not exceeding one hundred pounds on demand, whether the same be so expressed or not, and in whatever form, and by whomsoever such bill or note is drawn or made.

46. *Bank notes may be re-issued.*] A bank note issued duly stamped, or issued unstamped by a banker duly licensed or otherwise authorised to issue unstamped bank notes, may be from time to time re-issued without being liable to any stamp duty by reason of such re-issuing.

47. *Penalty for issuing an unstamped bank note, £50, for receiving, £20.*] (1.) If any banker, not being duly licensed or otherwise authorised to issue unstamped bank notes, issues, or causes or permits to be issued, any bank note not being duly stamped, he shall forfeit the sum of £50.

(2.) If any person receives or takes any such bank note in payment or as a security, knowing the same to have been issued unstamped contrary to law, he shall forfeit the sum of £20.

48. *Interpretation of term "bill of exchange."*] (1.) The term "bill of exchange" for the purposes of this Act includes also draft, order, cheque, and letter of credit, and any document or writing (except a bank note) entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money therein mentioned.

(2.) An order for the payment of any sum of money by a bill of exchange or promissory note, or for the delivery of any bill of exchange or promissory note in satisfaction of any sum of money, or for the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is to be be deemed for the purposes of this Act a bill of exchange for the payment of money on demand.

(3.) An order for the payment of any sum of money weekly, monthly, or at any other stated periods, and also any order for the payment by any person at any time after the date thereof of any sum of money, and sent or delivered by the person making the same to the person by whom the payment is to be made, and not to the person to whom the payment is to be made, or to any person on his behalf, is to be deemed for the purposes of this Act a bill of exchange for the payment of money on demand.

49. *Interpretation of term "promissory note."*] (1.) The term "promissory note" means and includes any document or writing (except a bank note) containing a promise to pay any sum of money.

(2.) A note promising the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is to be deemed for the purposes of this Act a promissory note for the said sum of money.

50. *The fixed duty may be denoted by adhesive stamp.*] The fixed duty of one penny on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the bill is signed before he delivers it out of his hands, custody, or power.

51. *Ad valorem duties to be denoted in certain cases by adhesive stamps.*] (1.) The ad valorem duties upon bills of exchange and promissory notes drawn or made out of the United Kingdom are to be denoted by adhesive stamps.

(2.) Every person into whose hands any such bill or note comes in the United Kingdom before it is stamped shall, before he presents for payment, or indorses, transfers, or in any manner negotiates, or pays such bill or note, affix thereto a proper adhesive stamp or proper adhesive stamps of sufficient amount, and cancel every stamp so affixed thereto.

Provisoes for the protection of bonâ fide holders; not to relieve any other person.] (3.) Provided as follows:—

(*a.*) If at the time when any such bill or note comes into the hands of any bonâ fide holder thereof there is affixed thereto an adhesive stamp effectually obliterated, and purporting and appearing to be duly cancelled, such stamp shall, so far as relates to such holder, be deemed to be duly cancelled, although it may not appear to have been so affixed or cancelled by the proper person.

(*b.*) If at the time when any such bill or note comes into the hands of any bonâ fide holder thereof there is affixed thereto an adhesive stamp not duly cancelled, it shall be competent for such holder to cancel such stamp as if he were the person by whom it was affixed, and upon his so doing such bill or note shall be deemed duly stamped, and as valid and available as if the stamp had been duly cancelled by the person by whom it was affixed.

(4.) But neither of the foregoing provisoes is to relieve any person from any penalty incurred by him for not cancelling any adhesive stamp.

52. *Bills and notes purporting to be drawn, &c. abroad, to be deemed to have been so drawn, &c.*] A bill of exchange or promissory note purporting to be drawn or made out of the United Kingdom is, for the purposes of this Act, to be deemed to have been so drawn or made, although it may in fact have been drawn or made within the United Kingdom.

53. *Terms upon which bills and notes may be stamped after execution.*] (1.) Where a bill of exchange or promissory note has been written on material bearing an impressed stamp of sufficient amount but of improper denomination, it may be stamped with the proper stamp on payment of the duty, and a penalty of forty shillings if the bill or note be not then payable according to its tenor, and of ten pounds if the same be so payable.

(2.) Except as aforesaid, no bill of exchange or promissory note shall be stamped with an impressed stamp after the execution thereof.

54. *Penalty for issuing, &c., any unstamped bill or note, £10; and the bill or note to be unavailable.*] (1.) Every person who issues, indorses, transfers, negotiates, presents for payment, or pays any bill of exchange or promissory note liable to duty and not being duly stamped shall forfeit the sum of ten pounds, and the person who takes or receives from any other person any such bill or note not being duly stamped either in payment or as a security, or by purchase or otherwise, shall not be entitled to recover thereon, or to make the same available for any purpose whatever.

(2.) *Proviso as to the fixed duty; not to relieve from penalty.*] Provided that if any bill of exchange for the payment of money on demand, liable only to the duty of one penny, is presented for payment unstamped, the person to whom it is so presented may affix thereto a proper adhesive stamp, and cancel the same, as if he had been the drawer of the bill, and may, upon so doing, pay the sum in the said bill mentioned, and charge the duty in account against the person by whom the bill was drawn, or deduct such duty from the said sum, and such bill is, so far as respects the duty, to be deemed good and valid.

(3.) But the foregoing proviso is not to relieve any person from any penalty he may have incurred in relation to such bill.

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55. *One bill only out of a set need be stamped.*] When a bill of exchange is drawn in a set according to the custom of merchants, and one of the set is duly stamped, the other or others of the set shall, unless issued or in some manner negotiated apart from such duly stamped bill, be exempt from duty; and upon proof of the loss or destruction of a duly stamped bill forming one of a set, any other bill of the set which has not been issued or in any manner negotiated apart from such lost or destroyed bill may, although unstamped, be admitted in evidence to prove the contents of such lost or destroyed bill.

As to bills of lading.

56. *Bills of lading.*] (1.) A bill of lading is not to be stamped after the execution thereof.

(2.) Every person who makes or executes any bill of lading not duly stamped shall forfeit the sum of fifty pounds.

As to bills of sale.

57. *Bills of sale.*] A copy of a bill of sale is not to be filed in any court, unless the original, duly stamped, is produced to the proper officer.

As to bonds given in relation to the duties of customs and excise.

58. *Bonds not to include goods, &c., belonging to more than one person. Penalty* £50.] If any person required by any Act of Parliament, or by the direction of the commissioners of customs or inland revenue, or any of their officers, to give or enter into any bond for or in respect of any duties of customs or excise, or for preventing frauds or evasions thereof, or for any matter or thing relating thereto, includes in one and the same bond any goods or things belonging to more persons than one, not being co-partners or joint tenants, or tenants in common, he shall for every such offence forfeit the sum of fifty pounds.

As to the certificates of attorneys and others.

59. *Penalty for practising without a certificate, or not making true statement, on application for certificate,* £50, *and incapacity to recover fees, &c.*] (1.) Every person who in any part of the United Kingdom—

(*a.*) Directly or indirectly acts or practises in any court as an attorney, solicitor, proctor, writer to the signet, agent, or procurator, or as a notary public, without having in force at the time a duly stamped certificate according to the provisions hereinafter contained and referred to;

(*b.*) On applying for any such certificate does not truly specify the facts and circumstances upon which the amount of duty chargeable upon his certificate depends;

shall forfeit the sum of fifty pounds, and shall be incapable of maintaining any action or suit for the recovery of any fee, reward, or disbursement, on account of or in relation to any act or proceeding done or taken by him in any such capacity.

(2.) Any person in whose name, either alone or together with any other person, any proceeding is taken in any court, shall, unless the proceeding is set aside by the court as irregular, or unless the contrary is otherwise satisfactorily proved, be deemed to have acted in such proceeding.

60. *Penalty on unqualified persons preparing instruments,* £50.] Every person who (not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draftsman in equity) either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceedings in law or equity, shall forfeit the sum of fifty pounds.

Proviso.] Provided as follows:—

(1.) This section does not extend to

(*a.*) Any public officer drawing or preparing instruments in the course of his duty:

(*b.*) Any person employed merely to engross any instrument or proceedings.

(2.) The term "instrument" in this section does not include—

(*a.*) Wills or other testamentary instruments:

(*b.*) Agreements under hand only:

(*c.*) Letters or powers of attorney:

(*d.*) Transfers of stock containing no trust or limitation thereof.

61. *One certificate only in England, Scotland, or Ireland.*] It shall not be necessary for any person to take out in England, Scotland, or Ireland more than one certificate for any one year.

62. *Certificates of attorneys and others in England and Ireland to be taken out and stamped according to the provisions of Acts relating thereto.*] The certificates of attorneys, solicitors, and proctors in England and Ireland are to be applied for, taken out, issued, dated, and stamped—

(1.) In England, in accordance with the provisions in that behalf of an Act of the sixth and seventh years of Her Majesty, intituled "An Act for consolidating and amending several of the laws relating to attorneys and solicitors," and of an Act of the twenty-third and twenty-fourth years of Her Majesty, intituled "An Act to amend the laws relating to attorneys and solicitors and certificated conveyancers."

(2.) In Ireland, in accordance with the provisions in that behalf of "The Attorneys and Solicitors Act, Ireland, 1866."

63. *Other certificates how to be taken out and stamped.*] Every person required to take out a certificate to authorise him to practise.—

(1.) In Scotland, as a writer to the signet, solicitor, agent, or procurator;

(2.) In England or Ireland, as a conveyancer, special pleader, or draftsman in equity;

(3.) In any part of the United Kingdom, as a notary public;

shall yearly and every year, before he does any act in any of the aforesaid capacities, deliver to the commissioners, or to their proper officer, in such manner and form as they shall direct, a note in writing stating his full name and the place where he carries on his business, and thereupon, and upon payment of the proper duty, shall be entitled to such certificate, which is to be duly stamped and issued to him by the commissioners.

64. *Certain certificates to be dated and to expire as in this section mentioned.*] The certificates in this section specified are to be dated and to expire at the times hereinafter in that behalf mentioned, that is to say:—

(1.) The certificates of writers to the signet, solicitors, agents, attorneys, procurators, and notaries public in Scotland, and of conveyancers, special pleaders, and draftsmen in equity in England, are to be dated, if taken out between the thirty-first of October and the first of December, on the first of November, and if taken out at any other time, on the day on which they are issued, and are in all cases to expire on the thirty-first of October next after their date.

(2.) The certificates of notaries public in England are to be dated, if taken out between the fifteenth of November and the sixteenth of December, on the sixteenth of November, and if taken out at any other time, on the day on which they are issued, and are in all cases to expire on the fifteenth of November next after their date.

(3.) The certificates of conveyancers, special pleaders, draftsmen in equity, and notaries public in Ireland, are to be dated on the day on which they are issued, and are to expire, as to the certificates of notaries public, on the twenty-fifth day of March next after their date, and in all other cases on the sixth day of January next after their date.

As to the certificate of registration of a design.

65. *Duty to be denoted by an appropriated stamp.*] The duty of five pounds upon the certificate of the registration of a design is to be denoted by a stamp to be specially appropriated for expressing and denoting the said duty.

As to charter-parties.

66. *Duty may be denoted by an adhesive stamp.*] The duty upon an instrument chargeable with duty as a charter-party, may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is last executed, or by whose execution it is completed as a binding contract.

67. *As to charter-parties executed abroad.*] Where any document chargeable with duty as a charter-party, and not being duly stamped, is first executed out of the United

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Kidgdom, any party thereto may, within ten days after it has been first received in the United Kingdom, and before it has been executed by any person in the United Kingdom, affix thereto an adhesive stamp denoting the duty chargeable thereon, and at the same time cancel such adhesive stamp, and the instrument with an adhesive stamp thereon so affixed and cancelled shall be deemed duly stamped.

68. *Terms upon which charter-parties may be stamped after execution.*] An executed instrument chargeable with duty as a charter-party, and not being duly stamped, may be stamped with an impressed stamp upon the following terms, that is to say:—

(1.) Within seven days after the first execution thereof, on payment of the duty and a penalty of four shillings and sixpence;

(2.) After seven days, but within one month after the first execution thereof, on payment of the duty and a penalty of ten pounds;

and shall not in any other case be stamped with an impressed stamp.

As to contract notes.

69. *Duty may be denoted by adhesive stamp. Penalty for making an unstamped note, £20; and no brokerage, &c., recoverable.*] (1.) The duty on a contract note may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the note is first executed.

(2.) Every person who makes or executes any contract note chargeable with duty, and not being duly stamped, shall forfeit the sum of twenty pounds.

(3.) No broker, agent, or other person shall have any legal claim to any charge for brokerage, commission, or agency, with reference to the sale or purchase of any stock or marketable security of the value of five pounds or upwards mentioned or referred to in any contract note, unless such note is duly stamped.

As to conveyances on sale.

70. *Interpretation of term.*] The term "conveyance on sale" includes every instrument, and every decree or order of any court or of any commissioners, whereby any property upon the sale thereof is legally or equitably transferred to or vested in the purchaser, or any other person on his behalf or by his direction.

71. *How ad valorem duty to be calculated in respect of stock and securities.*] (1.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of any stock or marketable security, such conveyance is to be charged with ad valorem duty in respect of the value of such stock or security.

(2.) Where the consideration, or any part of the consideration, for a conveyance of sale consists of any security not being a marketable security, such conveyance is to be charged with ad valorem duty in respect of the amount due on the day of the date thereof for principal and interest upon such security.

72. *How consideration consisting of periodical payments to be charged.*] (1.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically for a definite period, so that the total amount to be paid can be previously ascertained, such conveyance is to be charged in respect of such consideration with ad valorem duty on such total amount.

(2.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically in perpetuity, or for any indefinite period not terminable with life, such conveyance is to be charged in respect of such consideration with ad valorem duty on the total amount which will or may, according to the terms of sale, be payable during the period of twenty years next after the day of the date of such instrument.

(3.) Where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically during any life or lives, such conveyance is to be charged in respect of such consideration with ad valorem duty on the amount which will or may, according to the terms of sale, be payable during the period of twelve years next after the day of the date of such instrument.

(4.) Provided that no conveyance on sale chargeable with ad valorem duty in respect of any periodical payments, and containing also provision for securing such periodical payments, is to be charged with any duty whatsoever in respect of such provision, and no separate instrument made in any such case for securing such periodical payments is to be charged with any higher duty than ten shillings.

73. *How conveyance in consideration of a debt, or subject to future payment, &c., to be charged.*] Where any property is conveyed to any person in consideration wholly or in part of any debt due to him, or subject either certainly or contingently to the payment or transfer of any money or stock, whether being or constituting a charge or incumbrance upon the property or not, such debt, money, or stock is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the conveyance is chargeable with ad valorem duty.

74. *Direction as to duty in certain cases.*] (1.) Where any property has been contracted to be sold for one consideration for the whole, and is conveyed to the purchaser in separate parts or parcels by different instruments, the consideration is to be apportioned in such manner as the parties think fit, so that a distinct consideration for each separate part or parcel is set forth in the conveyance relating thereto, and such conveyance is to be charged with ad valorem duty in respect of such distinct consideration.

(2.) Where property contracted to be purchased for one consideration for the whole by two or more persons jointly, or by any person for himself and others, or wholly for others, is conveyed in parts or parcels by separate instruments to the persons by or for whom the same was purchased for distinct parts of the consideration, the conveyance of each separate part or parcel is to be charged with ad valorem duty in respect of the distinct part of the consideration therein specified.

(3.) Where a person having contracted for the purchase of any property but not having obtained a conveyance thereof contracts to sell the same to any other person, and the property is in consequence conveyed immediately to the sub-purchaser, the conveyance is to be charged with ad valorem duty in respect of the consideration for the sale by the original purchaser to the sub-purchaser.

(4.) Where a person having contracted for the purchase of any property but not having obtained a conveyance contracts to sell the whole, or any parts or parts thereof, to any other person or persons, and the property is in consequence conveyed by the original seller to different persons in parts or parcels, the conveyance of each part or parcel is to be charged with ad valorem duty, in respect only of the consideration moving from the sub-purchaser thereof, without regard to the amount or value of the original consideration.

(5.) Where a sub-purchaser takes an actual conveyance of the interest of the person immediately selling to him, which is chargeable with ad valorem duty in respect of the consideration moving from him, and is duly stamped accordingly, any conveyance to be afterwards made to him of the same property by the original seller shall be exempt from the said ad valorem duty, and chargeable only with the duty to which it may be liable under any general description, but such last mentioned duty shall not exceed the ad valorem duty.

75. *As to the sale of an annuity or right not before in existence.*] Where upon the sale of any annuity or other right not before in existence such annuity or other right is not created by actual grant or conveyance, but is only secured by bond, warrant of attorney, covenant, contract or otherwise, the bond or other instrument, or some one of such instruments, if there be more than one, is to be charged with the same duty as an actual grant or conveyance, and is for all purposes of this Act to be deemed an instrument of conveyance on sale.

76. *Where several instruments, the principal instrument only to be charged with ad valorem duty.*] Where there are several instruments of conveyance for completing the purchaser's title to the property sold, the principal instrument of conveyance only is to be charged with ad valorem duty, and the other instruments are to be respectively charged with such other duty as they may be liable to, but such last mentioned duty shall not exceed the ad valorem duty payable in respect of the principal instrument.

77. *Principal instrument how to be ascertained.*] (1.) In the cases below specified the principal instrument is to be ascertained in the following manner:—

(*a.*) Where any copyhold or customary estate is conveyed by a deed, no surrender being necessary, the deed is to be deemed the principal instrument:

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(*b.*) In other cases of copyhold or customary estates, the surrender or grant, if made out of court, or the memorandum thereof, and the copy of court roll of the surrender or grant, if made in court, shall be deemed the principal instrument:

(*c.*) Where in Scotland there is a disposition or assignation executed by the seller, and any other instrument is executed for completing the title, the disposition or assignation is to be deemed the principal instrument.

(2.) In any other case the parties may determine for themselves which of several instruments is to be deemed the principal instrument, and may pay the ad valorem duty thereon accordingly.

As to conveyances on any occasion except sale or mortgage.

78. *What is to be deemed a conveyance on any occasion, not being a sale or mortgage.*] Every instrument, and every decree or order of any court, or of any commissioners, whereby any property on any occasion, except a sale or mortgage, is transferred to or vested in any person, is chargeable with duty as a conveyance or transfer of property.

Provided that a conveyance of transfer made for effectuating the appointment of a new trustee is not to be charged with any higher duty than ten shillings.

As to attested copies and extracts.

79. *Certain copies and extracts may be stamped without penalty within fourteen days after attestation.*] An attested or otherwise authenticated copy or extract of or from—

(1.) An instrument chargeable with any duty;

(2.) An original will, testament, or codicil;

(3.) The probate or probate copy of a will or codicil;

(4.) Letters of administration or a confirmation of a testament;

may be stamped at any time within fourteen days after the date of the attestation or authentication, on payment of the duty only without any penalty.

As to certified copies and extracts from registers of births, &c.

80. *By whom duty to be paid; may be denoted by adhesive stamp.*] The duty upon a certified copy or extract of or from any register of births, baptisms, marriages, deaths, or burials is to be paid by the person requiring the copy or extract, and may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the copy or extract is signed before he delivers the same out of his hands, custody, or power.

As to copyhold and customary estates.

81. *Payment of duty to be certified.*] (1.) The copy of court roll of a surrender or grant, made out of court shall not be admissible or available as evidence of the surrender or grant, unless the surrender or grant, or the memorandum thereof, is duly stamped, of which fact the certificate of the steward of the manor on the face of such copy shall be sufficient evidence.

(2.) The entry upon the court rolls of a surrender or grant shall not be admissible or available as evidence of the surrender or grant unless the surrender or grant, if made out of court, or the memorandum thereof, or the copy of court roll of the surrender or grant, if made in court, is duly stamped, of which fact the certificate of the steward of the manor in the margin of such entry shall be sufficient evidence.

82. *Not to be charged more than once.*] No instrument is to be charged more than once with duty by reason of relating to several distinct tenements, in respect whereof several fines or fees are due to the lord or steward of the manor.

83. *Facts and circumstances affecting duty, how to be stated.*] (1.) All the facts and circumstances affecting the liability to ad valorem duty of the copy of court roll of any surrender or grant made in court, or the amount of ad valorem duty with which any such copy of court roll is chargeable, are to be fully and truly stated in a note to be delivered to the steward of the manor before the surrender or grant is made.

Penalty £50.] (2.) Every person who, with intent to defraud her Majesty, her heirs or successors—

(*a.*) Makes in court any surrender before such a note as aforesaid has been delivered to the steward of the manor;

(*b.*) Being employed or concerned in or about the preparation of any such note as aforesaid, neglects or omits fully and truly to state therein all the above-mentioned facts and circumstances;

shall forfeit the sum of £50.

84. *Steward to refuse to perform certain acts.*] The steward of every manor shall refuse—

(1.) To accept in court any surrender, or to make in court any grant, until such a note as is required by the last preceding section has been delivered to him;

(2.) To enter on the court rolls, or accept any presentment of, or admit any person to be tenant under or by virtue of any surrender or grant made out of court, or any deed which is not duly stamped:

Penalty for not refusing, £50.] And in any case in which he does not so refuse shall forfeit the sum of £50.

85. *Steward to make out duly stamped copies. Penalty for neglect*, £50; *and to be liable for the duty.*] The steward of every manor shall, within four months from the day on which any surrender or grant is made in court, make out a duly stamped copy of court roll of such surrender or grant, and have the same ready for delivery to the person entitled thereto, and if he neglects so to do shall forfeit the sum of £50; and the duty payable in respect of such copy of court roll shall be a debt to her Majesty, her heirs or successors, from such steward, whether he shall have received it or not, and shall be recoverable by the summary means provided for the recovery of duties received and not applied, and if he has not received the duty the same shall also be a debt to her Majesty, her heirs or successors, from the party entitled to such copy, and recoverable from him in manner aforesaid.

86. *Steward may refuse to proceed except on payment of his fees and duty.*] The steward of any manor may, before he accepts in court any surrender or makes in court any grant, demand and insist on the payment of his lawful fees in relation to the surrender or grant, together with the duty payable on the copy of court roll thereof, and may refuse to proceed in any such matter or to deliver such copy of court roll to any person until such fees and duty are paid.

As to delivery orders and warrants for goods.

87. *Interpretation of term.*] The term "delivery order" means any document or writing entitling or intended to entitle any person therein named, or his assigns, or the holder thereof, to the delivery of any goods, wares, or merchandise of the value of forty shillings or upwards lying in any dock or port, or in any warehouse in which goods are stored or deposited on rent or hire, or upon any wharf, such document or writing being signed by or on behalf of the owner of such goods, wares, or merchandise, upon the sale or the transfer of the property therein.

88. *Interpretation of term.*] The term "warrant for goods" means any document or writing, being evidence of the title of any person therein named, or his assigns, or the holder thereof, to the property in any goods, wares, or merchandise lying in any warehouse or dock, or upon any wharf, and signed or certified by or on behalf of the person having the custody of such goods, wares, or merchandise.

89. *Duty may be denoted by an adhesive stamp.*] The duty upon a delivery order or warrant for goods may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is made, executed or issued.

90. *By whom duty on delivery order to be paid.*] The duty upon a delivery order is, in the absence of any special stipulation, to be paid by the person to whom the order is given, and any person from whom a delivery order chargeable with duty is required may refuse to give it, unless or until the amount of the duty is paid to him.

91. *What documents to be chargeable as delivery orders. Penalty for making false statements; or signing, &c.; or making use of any order not duly stamped, or containing any false statement*, £20.] (1.) Every document or writing in the nature of a delivery order is to be deemed to have been given upon a sale of, or transfer of the property in, goods, wares, or merchandise of the value of forty shillings or upwards, unless the contrary is expressly stated therein; and every person who—

(*a.*) Untruly states, or knowingly or willingly allows it to be untruly stated, in any such document or writing, either that the transaction to which it relates is not a sale or transfer of property, or that the goods, wares, or merchandise to which it relates are not of the value of forty shillings;

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(*b.*) Makes, signs, or issues any delivery order chargeable with duty, but not being duly stamped;

(*c.*) Knowingly or wilfully, either himself, or by his servant or any other person, procures or requires or authorises the delivery of, or delivers, any goods, wares, or merchandise mentioned in any delivery order which is not duly stamped, or which contains to his knowledge any false statement with reference either to the nature of the transaction, or the value of the goods, wares, or merchandise;

shall forfeit the sum of twenty pounds.

(2.) But no delivery order is, by reason of the same being unstamped, to be deemed invalid in the hands of the person having the custody of, or delivering out, the goods, wares, or merchandise therein mentioned, unless such person is proved to have been party or privy to some fraud on the revenue in relation thereto.

92. *Penalty for making, &c., unstamped warrant,* £20.] Every person who makes, executes, or issues, or receives or takes by way of security or indemnity, any warrant for goods not being duly stamped, shall forfeit the sum of twenty pounds.

As to duplicates and counterparts.

93. *When duly stamped.*] The duplicate or counterpart of an instrument chargeable with duty (except the counterpart of an instrument chargeable as a lease, such counterpart not being executed by or on behalf of any lessor or grantor) is not to be deemed duly stamped unless it is stamped as an original instrument, or unless it appears by some stamp impressed thereon that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart.

As to exchange or excambion and partition or division.

94. *As to exchange or excambion, &c.*] Where, upon the exchange of any real or heritable property for any other real or heritable property, or upon the partition or division of any real or heritable property, any consideration exceeding in amount or value £100 is paid or given, for equality, the principal or only instrument whereby such exchange or partition or division is effected is to be charged with the same ad valorem duty as a conveyance on sale for such consideration, and with such duty only; and where in any such case there are several instruments for completing the title of either party, the principal instrument is to be ascertained, and the other instruments are to be charged with duty according to the provisions of the seventy-sixth and seventy-seventh sections of this Act.

As to grants of honours and dignities.

95. *How to be charged in certain cases.*] (1.) Where two or more honours or dignities are granted by the same letters patent to the same person, such letters patent are to be charged with the proper duty in respect of the highest in point of rank only.

(2.) Where any honour or dignity, honours or dignities, is or are granted to any person or persons in remainder, the letters patent are to be charged with such further duty in respect of every remainder as would have been payable for an original grant of the same honour or dignity, honours or dignities.

As to leases, &c.

96. *Agreements for not more than thirty-five years to be charged as leases.*] (1). An agreement for a lease or tack, or with respect to the letting of any lands, tenements, or heritable subjects for any term not exceeding thirty-five years, is to be charged with the same duty as if it were an actual lease or tack made for the term and consideration mentioned in the agreement.

(2.) A lease or tack made subsequenly to, and in conformity with, such an agreement duly stamped, is to be charged with the duty of sixpence only.

97. *Leases how to be charged.*] (1.) Where the consideration, or any part of the consideration, for which any lease or tack is granted or agreed to be granted, does not consist of money, but consists of any produce or other goods, the value of such produce or goods is to be deemed a consideration in respect of which the lease or tack or agreement is chargeable with ad valorem duty, and where it is stipulated that the value of such produce or goods is to amount at least to, or is not to exceed, a given sum, or where the lessee is specially charged with, or has the option of paying after, any permanent rate of conversion, the value of such produce or goods is, for the purpose of assessing the ad valorem duty, to be estimated at such given sum, or according to such permanent rate.

(2.) *Effect of statement of value.*] A lease or tack or agreement made either entirely or partially for any such consideration, if it contains a statement of the value of such consideration, and is stamped in accordance with such statement, is, so far as regards the subject matter of such statement, to be deemed duly stamped, unless or until it is otherwise shown that such statement is incorrect, and that it is in fact not duly stamped.

98. *Directions as to duty in certain cases.*] (1.) A lease or tack, or agreement for a lease or tack, or with respect to any letting, is not to be charged with any duty in respect of any penal rent, or increased rent in the nature of a penal rent, thereby reserved or agreed to be reserved or made payable, or by reason of being made in consideration of the surrender or abandonment of any existing lease, tack or agreement of or relating to the same subject matter.

(2.) No lease made for any consideration or considerations in respect whereof it is chargeable with ad valorem duty, and in further consideration either of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him, or of any covenant relating to the matter of the lease, is to be charged with any duty in respect of such further consideration.

(3.) No lease for a life or lives not exceeding three, or for a term of years determinable with a life or lives not exceeding three, and no lease for a term absolute not exceeding twenty-one years, granted by an ecclesiastical corporation aggregate or sole, is to be charged with any higher duty than thirty-five shillings.

(4.) No lease for a definite term exceeding thirty-five years granted under the Trinity College (Dublin) Leasing and Perpetuity Act, 1851, is to be charged with any higher duty than would have been chargeable thereon if it had been a lease for a definite term not exceeding thirty-five years.

(5.) No lease or tack, or agreement for a lease or tack, in Scotland, of any dwelling-house or tenement, or part of a dwelling-house or tenement, for any definite term not exceeding a year, at a rent not exceeding £10 per annum, is to be charged with any higher duty than one penny.

99. *Duty in certain cases may be denoted by adhesive stamp.*] The duty upon an instrument chargeable with duty as a lease or tack for any definite term less than a year of—

(1.) Any dwelling-house or tenement, or part of a dwelling-house or tenement, at a rent not exceeding the rate of £10 per annum;

(2.) Any furnished dwelling-house or apartments;

Or upon the duplicate or counterpart of any such instrument, may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is first executed.

100. *Penalty in certain cases.*] (1.) Every person who executes, or prepares or is employed in preparing, any instrument upon which the duty may, under the provisions of the last preceding section, be denoted by an adhesive stamp, and which is not, at or before the execution thereof, duly stamped, shall forfeit the sum of £5.

Proviso.] (2.) Provided that nothing in this section contained shall render any person liable to the said penalty of £5 in respect of any letters or correspondence.

As to letters of allotment, scrip certificates, and scrip.

101. *Penalty for executing, &c., not duly stamped,* £20.] Every person who executes, grants, issues, or delivers out any document chargeable with duty as a letter of allotment, letter of renunciation, or scrip certificate, or as scrip, before the same is duly stamped, shall forfeit the sum of £20.

As to letters or powers of attorney and voting papers.

102. *Proxies and voting papers confined to one meeting.*] (1.) Every letter or power of attorney for the purpose of appointing a proxy to vote at a meeting, and every voting paper, hereby respectively charged with the duty of one penny, is to specify the day upon which the meeting at which it is intended to be used is to be held, and is to be available only at the meeting so specified or any adjournment thereof.

Duty may be denoted by adhesive stamp.] (2.) The said duty of one penny may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the instrument is executed.

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Penalty for executing, &c., not duly stamped, £50; and vote void; may not be stamped after execution.] (3.) Every person who makes or executes, or votes or attempts to vote, under or by means of any such letter or power of attorney or voting paper, not being duly stamped, shall forfeit the sum of £50.

(4.) Every vote given or tendered under the authority or by means of any such letter or power of attorney or voting paper, not being duly stamped, shall be absolutely null and void.

(5.) And no such letter or power of attorney or voting paper shall on any pretence whatever be stamped after the execution thereof by any person.

103. *Power relating to Government stocks, how to be charged.*] A letter or power of attorney for the sale, transfer, or acceptance of any of the Government or Parliamentary stocks or funds, duly stamped for that purpose, is not to be charged with any further duty by reason of containing an authority for the receipt of the dividends on the same stocks or funds.

104. *Order to pay dividends not power of attorney.*] A writing under hand only containing an order, request, or direction from the owner or proprietor of any stock to any company or to any officer of any company, or to any banker, to pay the dividends or interest arising from such stock to any person therein named, is not chargeable with duty as a letter or power of attorney.

As to mortgages, &c.

105. *Interpretation of term.*] The term "mortgage" means a security by way of mortgage for the payment of any definite and certain sum of money advanced or lent at the time, or previously due and owing, or forborne to be paid, being payable, or for the repayment of money to be thereafter lent, advanced, or paid, or which may become due upon an account current, together with any sum already advanced or due, or without, as the case may be;

And includes—

Conditional surrender by way of mortgage, further charge, wadset, and heritable bond, disposition, assignation, or tack in security, and eik to a reversion of or affecting any lands, estate, or property, real or personal, heritable or moveable, whatsoever:

Also any deed containing an obligation to infeft any person in an annual rent, or in lands or other heritable subjects in Scotland, under a clause of reversion, but without any personal bond or obligation therein contained for payment of the money or stock intended to be secured:

Also any conveyance of any lands, estate, or property whatsoever in trust to be sold or otherwise converted into money, intended only as a security, and redeemable before the sale or other disposal thereof, either by express stipulation or otherwise, except where such conveyance is made for the benefit of creditors generally or for the benefit of creditors specified who accept the provision made for payment of their debts in full satisfaction thereof, or who exceed five in number:

Also any defeazance, letter of reversion, back bond declaration, or other deed or writing for defeating or making redeemable or explaining or qualifying any conveyance, disposition, assignation, or tack of any lands, estate, or property whatsoever, apparently, absolute but intended only as a security:

Also any agreement, contract, or bond accompanied with a deposit of title deeds for making a mortgage, wadset, or any such other security or conveyance as aforesaid of any lands, estate, or property comprised in such title deeds, or for pledging or charging the same as a security:

And also any deed whereby a real burden is declared or created on lands or heritable subjects in Scotland.

106. *Security for stock, how to be charged.*] A security for the transfer or retransfer of any stock is to be charged with the same duty as a similar security for a sum of money equal in amount to the value of such stock; and a transfer, assignment, disposition, or assignation of any such security, and a reconveyance, release, discharge, surrender, resurrender, warrant to vacate, or renunciation of any such security, shall be charged with the sume duty as an instrument of the same description relating to a sum of money equal in amount to the value of such stock.

107. *Security for future advances, how to be charged.*] (1.) A security for the payment or repayment of money to be lent, advanced, or paid, or which may become due upon an account current, either with or without money previously due, is to be charged, where the total amount secured or to be ultimately recoverable is in any way limited with the same duty as a security for the amount so limited.

(2.) Where such total amount is unlimited, the security is to be available for such an amount only as the ad valorem duty impressed thereon extends to cover.

Proviso.] (3.) Provided that no money to be advanced for the insurance of any property comprised in any such security against damage by fire, or for keeping up any policy of life insurance comprised in such security, or for effecting in lieu thereof any new policy, or for the renewal of any grant or lease of any property comprised in such security upon the dropping of any life whereon such property is held, shall be reckoned as forming part of the amount in respect whereof the security is chargeable with ad valorem duty.

108. *Security for repayment by periodical payments, how to be charged.*] A security for the payment of any rentcharge, annuity, or periodical payments, by way of repayment, or in satisfaction or discharge of any loan, advance, or payment intended to be so repaid, satisfied, or discharged, is to be charged with the same duty as a similar security for the payment of the sum of money so lent, advanced, or paid.

109. *As to transfers and further charges.*] No transfer of a duly stamped security, and no security by way of further charge for money or stock, added to money or stock previously secured by a duly stamped instrument, is to be charged with any duty by reason of containing any further or additional security for the money or stock transferred or previously secured, or the interest or dividends thereof, or any new covenant, proviso, power, stipulation, or agreement in relation thereto, or any further assurance of the property comprised in the transferred or previous security.

110. *As to copyholds.*] (1.) Where any copyhold or customary lands or hereditaments are mortgaged alone by means of a conditional surrender or grant, the ad valorem duty is to be charged on the surrender or grant, if made out of court, or the memorandum thereof, and on the copy of court roll of the surrender or grant, if made in court.

(2.) Where any copyhold or customary lands or hereditaments are mortgaged, together with other property, for securing the same money or the same stock, the ad valorem duty is to be charged on the instrument relating to the other property, and the surrender or grant, or the memorandum thereof, or the copy of court roll of the surrender or grant, as the case may be, is to be charged with duty as if the surrender or grant were not made upon a mortgage, but such last mentioned duty shall not exceed the said ad valorem duty.

111. *As to mortgage with conveyance of equity of redemption.*] An instrument chargeable with ad valorem duty as a mortgage is not to be charged with any other duty by reason of the equity of redemption in the mortgaged property being thereby conveyed or limited in any other manner than to, or in trust for, or according to the direction of, a purchaser.

112. *Exemption from stamp duty in favour of benefit building societies restricted.*] The exemption from stamp duty conferred by the Act of the 6th and 7th years of King William the Fourth, chapter 32, for the regulation of benefit building societies, shall not extend to any mortgage to be made after the passing of this Act, except a mortgage by a member of a benefit building society for securing the repayment to the society of money not exceeding £500.

113. *Interpretation of term "foreign security."*] The term "foreign security" means and includes every security for money by or on behalf of any foreign or colonial state, government, municipal body, corporation, or company, bearing date or signed after the 3rd day of June 1862 (except an instrument chargeable with duty as a bill of exchange or promissory note),

(1.) Which is made or issued in the United Kingdom;

(2.) Upon which any interest is payable in the United Kindom;

(3.) Which is assigned, transferred, or in any manner negotiated in the United Kingdom.

114. *Penalty for issuing, &c. foreign security not duly stamped, £20.*] Every person who in the United Kingdom makes, issues, assigns, transfers, or negotiates, or pays any interest

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upon, any foreign security not being duly stamped, shall forfeit the sum of £20.

115. *Foreign securities may be stamped without penalty.*] The commissioners may at any time, without reference to the date thereof, allow any foreign security to be stamped without the payment of any penalty, upon being satisfied, in any manner that they may think proper, that it was not made or issued, and has not been transferred, assigned, or negotiated within the United Kindom, and that no interest has been paid thereon within the United Kingdom.

As to notarial acts.

116. *Duty may denoted by adhesive stamp.*] The duty upon a notarial act, and upon the protest by a notary public of a bill of exchange or promissory note, may be denoted by an adhesive stamp, which is to be cancelled by the notary.

As to policies of insurance.

117. *Interpretation of terms, &c.*] (1.) The term "insurance" includes assurance, and the term "policy" includes every writing whereby any contract of insurance is made, or agreed to be made, or is evidenced; and, except as hereinafter mentioned, this Act does not apply to policies of sea insurance.

(2.) A policy of sea insurance made or executed out of, but being in any manner enforceable within the United Kingdom, is to be charged with duty under the Act of the 30th year of her Majesty's reign, chapter 23, and may be stamped at any time within two months after it has been first received in the United Kingdom on payment of the duty only.

118. *Penalty for not making out policy, or making, &c., any policy not duly stamped,* £20.] Every person who—

(1.) Receives, or takes credit for, any premium or consideration for any contract of insurance, and does not, within one month after receiving, or taking credit for, such premium or consideration, make out and execute a duly stamped policy of such insurance;

(2.) Makes, executes, or delivers out, or pays or allows in account, or agrees to pay or allow in account, any money upon or in respect of, any policy which is not duly stamped;

shall forfeit the sum of £20.

119. *Duty may be denoted by adhesive stamp.*] (1.) The duties imposed by this Act upon policies of insurance may be denoted by adhesive stamps, or partly by adhesive and partly by impressed stamps.

(2.) When the whole or any part of the duty upon a policy of insurance is denoted by an adhesive stamp, such adhesive stamp is to be cancelled by the person by whom the policy is first executed.

(3.) *Penalty,* £20.] In default of such cancellation, the person making the insurance shall forfeit the sum of £20.

As to receipts.

120. *Interpretation of term.*] The term "receipt" means and includes any note, memorandum, or writing whatsoever whereby any money amounting to £2 or upwards, or any bill of exchange or promissory note for money amounting to £2 or upwards, is acknowledged or expressed to have been received or deposited or paid, or whereby any debt or demand, of the amount of £2 or upwards, is acknowledged to have been settled, satisfied, or discharged, or which signifies or imports any such acknowledgment, and whether the same is or is not signed with the name of any person.

121. *Duty may be denoted by adhesive stamp.*] The duty upon a receipt may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the receipt is given before he delivers it out of his hands.

122. *Terms upon which receipts may be stamped after execution.*] A receipt given without being stamped may be stamped with an impressed stamp upon the terms following, that is to say:—

(1.) Within fourteen days after it has been given, on payment of the duty and a penalty of £5;

(2.) After fourteen days, but within one month, after it has been given, on payment of the duty and a penalty of £10;

and shall not in any other case be stamped with an impressed stamp.

123. *Penalty for offences.*] If any person—

(1.) Gives any receipt liable to duty and not duly stamped;

(2.) In any case where a receipt would be liable to duty refuses to give a receipt duly stamped;

(3.) Upon a payment to the amount of £2 or upwards gives a receipt for a sum not amounting to £2, or separates or divides the amount paid with intent to evade the duty;

he shall forfeit the sum of £10.

As to settlements.

124. *As to settlement of policy or security.*] Where any money which may become due or payable upon any policy of insurance, or upon any security not being a marketable security, is settled or agreed to be settled, the instrument whereby such settlement is made or agreed to be made, is to be charged with ad valorem duty in respect of such money.

Proviso as to policies.] Provided as follows:—

(1.) Where, in the case of a policy of insurance, no provision is made for keeping up the policy, the ad valorem duty is to be charged only on the value of the policy at the date of the instrument:

(2.) If in any such case the instrument contains a statement of such value, and is stamped in accordance with such statement, it is, so far as regards such policy, to be deemed duly stamped, unless or until it is shown that such statement is untrue, and that the instrument is in fact insufficiently stamped.

125. *Settlements when not to be charged as securities.*] (1.) An instrument chargeable with ad valorem duty as a settlement in respect of any money, stock, or security, is not to be charged with any further duty by reason of containing provision for the payment or transfer of the same money, stock, or security.

(2.) Where any money, stock, or security is settled or agreed to be settled by a person who has only a reversionary interest therein, and the instrument whereby such settlement is made or agreed to be made contains a covenant by the person entitled in possession to the interest or dividends of such money, stock, or security for the payment, during the continuance of such possession, of any annuity or yearly sum not exceeding interest at the rate of £4 per cent. per annum upon the amount or value of such money, stock, or security, such instrument shall not be charged with any duty in respect of such covenant.

126. *Where several instruments one only to be charged with ad valorem duty.*] (1.) Where several instruments are executed for effecting the settlement of the same property, and the ad valorem duty chargeable in respect of the settlement of such property exceeds ten shillings, one only of such instruments is to be charged with the ad valorem duty.

(2.) Where a settlement is made in pursuance of any previous agreement or articles upon which any ad valorem settlement duty exceeding ten shillings has been paid in respect of the same property, such settlement is not to be charged with any ad valorem settlement duty.

(3.) In each of the aforesaid cases the instruments not chargeable with ad valorem duty are to be charged with the duty of ten shillings.

As to share waraants.

127. *Penalty for issuing share warrant not duly stamped* £50.] If a share warrant is issued without being duly stamped, the company issuing the same, and also every person who, at the time when it is issued, is the managing director or secretary, or other principal officer of the company, shall forfeit the sum of £50.

As to transfers of shares in cost book mines.

128. *Duty may be denoted by adhesive stamp.*] (1.) The duty upon a request or authority to the purser or other officer of a mining company conducted on the cost book system to enter or register the transfer of any share or part of a share of the mine, and the duty upon a notice to such purser or officer of any such transfer, may be denoted by an adhesive stamp, which is to be cancelled by the person by whom the request, authority, or notice is written or executed.

Penalty for signing, &c., £20.] (2.) Every person who writes or executes any such request, authority, or notice, not being duly stamped, and every purser or other officer of any such

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company who in any manner obeys, complies with, or gives effect to any such request, authority, or notice, not being duly stamped, shall forfeit the sum of £20.

SCHEDULE.

	Duty. £ s. d.
Admission in England, Scotland, or Ireland of any person—	
As an advocate in any court	50 0 0
Exemption.	
Where a person has been duly admitted as an advocate in any court in England, Scotland, or Ireland, his admission as an advocate in any other court in the same country is exempt from duty.	
And see sections 29 and 30.	
Admission in England or Ireland of any person—	
To the degree of barrister-at-law.	
If he has been previously duly admitted to the said degree in Ireland, or in England, as the case may be	10 0 0
In any other case	50 0 0
And see sections 29, 30, and 31.	
Admission of any person—	
To be a member of either of the four Inns of Court in England, or a student of the Society of King's Inns in Dublin	25 0 0
Exemptions.	
(1.) Where a person has been duly admitted a member of one of the Inns of Court in England, his admission as a member of any other of the said Inns is exempt from duty.	
(2.) Where a person has been duly admitted a student of the Society of King's Inns in Dublin, his admission as a member of any of the Inns of Court in England is exempt from duty.	
And see sections 29, 30, 31, and 32.	
Admission of any person—	
To be a member of either of the societies commonly called Inns of Chancery in England	3 0 0
And see sections 29 and 30.	
Admission in England or Ireland of any person—	
As an attorney, solicitor, or proctor in any court	25 0 0
Exemption.	
Where a person has been duly admitted as an attorney, solicitor, or proctor in any court in England or Ireland, his admission to act in either of those capacities in any other court in the same country is exempt from duty.	
And see sections 29 and 30.	
Admission in Scotland of any person—	
(1.) As a writer to the signet, or as a solicitor, agent, or attorney in the Court of Session, Justiciary, or Commission of Teinds:	
If he has previously paid the sum of £60 for duty upon his articles of clerkship	25 0 0
If he has been previously duly admitted as a procurator or solicitor in any inferior court	30 0 0
In any other case	85 0 0
(2.) As a procurator or solicitor in any inferior court:	
If he has previously paid the sum of 2s. 6d. for duty on his articles of clerkship	54 17 6
In any other case	55 0 0
Exemptions.	
(1.) Where a person has been duly admitted as a writer to the signet, or as a solicitor, agent, or attorney in the Court of Session, Justiciary, or Commission of Teinds, his admission to act in either of those capacities in any other of the said courts, or as a procurator or solicitor in any inferior court, is exempt from duty.	
(2.) Where a person has been duly admitted as a procurator or solicitor in any inferior court, his admission as a procurator or solicitor in any other inferior court is exempt from duty.	
And see sections 29 and 30.	
Admission to act as a notary public.	
See Faculty.	
Admission of any person —	
As a fellow of the College of Physicians in England, Scotland, or Ireland	25 0 0
And see sections 29 and 30.	
Admission to the degree of doctor of medicine in either of the universities in Scotland	10 0 0
And see sections 29 and 30.	
Admission in England or Ireland of any person—	
As a burgess, or into any corporation or company in any city, borough, or town corporate.	
In respect of birth, apprenticeship, or marriage, or, in Ireland, in respect of being engaged in any trade, mystery, or handicraft	1 0 0
Upon any other ground	3 0 0
Exemption.	
Admission of any person to the freedom of the city of London by redemption.	
And see sections 29 and 30.	
Admission in Scotland of any person—	
As a burgess, or into any corporation or company, in any burgh	0 5 0
Exemption.	
Admission of a craftsman or other person into any corporation within any royal burgh, burgh of royalty, or burgh of barony incorporated by the magistrates and council of such burgh, provided such craftsman or other person has been previously duly admitted a freeman or burgess of the burgh.	
And see sections 29 and 30.	
Admission to ecclesiastical benefices in Scotland.	
See Appointment, &c. to ecclesiastical benefices.	
Admission and Appointment or Grant by any writing—	
To or of any office or employment—	
Where the annual salary, fees, or emoluments appertaining to such office or employment do not exceed £100	2 0 0
Exceed £100 and do not exceed £150 ...	4 0 0
„ 150 „ „ 200 ...	6 0 0
„ 200 „ „ 250 ...	8 0 0
„ 250 „ „ 300 ...	10 0 0
„ 300—	
for every £100 and also for any fractional part of £100	5 0 0
Exemptions.	
(1.) Admission proceeding upon a duly stamped appointment or grant.	
(2.) First appointment of any person to the office or employment of out-door officer, boatman, waterman, or watchman in the service of the Customs.	
(3.) Periodical re-admission or re-appointment to any office or employment of any person who has been once duly admitted to such office or employment.	
And see sections 29, 30, 33, 34, and 35.	
Affidavit, or Statutory Declaration made under the provisions of 5 & 6 Will. 4, c. 62 ...	0 2 6
Exemptions.	
(1.) Affidavit made for the immediate purpose of being filed, read, or used in any court, or before any judge, master, or officer of any court.	
(2.) Affidavit or declaration made upon a requisition of the commissioners of any public board of revenue, or any of the officers acting under them, or required	

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	£	s.	d.
by law, and made before any justice of the peace.			
(3.) Affidavit or declaration which may be required at the Bank of England or the Bank of Ireland to prove the death of any proprietor of any stock transferable there, or to identify the person of any such proprietor, or to remove any other impediment to the transfer of any such stock.			
(4.) Affidavit or declaration relating to the loss, mutilation, or defacement of any bank mote or bank post bill.			
(5.) Declaration required to be made pursuant to any Act relating to marriages in order to a marriage without licence.			
AGREEMENT or CONTRACT, accompanied with a deposit. See MORTGAGE, &c., and section 105.			
AGREEMENT for a lease or tack, or for any letting. See LEASE or TACK, and section 96.			
AGREEMENT or CONTRACT made or entered into pursuant to the Highway Acts for or relating to the making, maintaining, or repairing of highways	0	0	6
AGREEMENT, or any MEMORANDUM of an AGREEMENT, made in England or Ireland under hand only, or made in Scotland without any clause of registration, and not otherwise specifically charged with any duty, whether the same be only evidence of a contract, or obligatory upon the parties from its being a written instrument	0	0	6
Exemptions.			
(1.) Agreement or memorandum the matter whereof is not of the value of £5.			
(2.) Agreement or memorandum for the hire of any labourer, artificer, manufacturer, or menial servant.			
(3.) Agreement, letter, or memorandum made for or relating to the sale of any goods, wares, or merchandise.			
(4.) Agreement or memorandum made between the master and mariners of any ship or vessel for wages on any voyage coastwise from port to port in the United Kingdom.			
And see section 36.			
ALLOTMENT. See LETTER OF ALLOTMENT.			
ANNUITY, conveyance in consideration of. See CONVEYANCE ON SALE, and section 72.			
purchase of. See CONVEYANCE ON SALE, and section 75.			
creation of, by way of security. See MORTGAGE, &c., and section 108.			
instruments relating to, upon any other occasion. See BOND, COVENANT, &c.			
APPOINTMENT, whether by way of DONATION, PRESENTATION, or NOMINATION, and ADMISSION, COLLATION, or INSTITUTION to or LICENCE TO HOLD—			
Any ecclesiastical benefice, dignity, or promotion, or any perpetual curacy.			
In England.			
If the net yearly value thereof exceeds—			
£50 and does not exceed £100 ...	1	0	0
100 „ „ 150 ...	2	0	0
150 „ „ 200 ...	3	0	0
200 „ „ 250 ...	4	0	0
250 „ „ 300 ...	5	0	0
300	7	0	0
And also (if such yearly value exceeds £300) for every £100 of such yearly value over and above £200 a further duty of... ...	5	0	0
In Scotland	2	0	0
Exemptions.			
Admission, collation, institution, or licence proceeding upon a duly stamped donation, presentation, or nomination.			
And see section 37.			

	£	s.	d.
APPOINTMENT of a new trustee, and APPOINTMENT in execution of a power of any property, or of any use, share, or interest in any property, by any instrument not being a will	0	10	0
And see section 78.			
APPOINTMENT of a gamekeeper. See DEPUTATION.			
APPOINTMENTS to offices or employments. See ADMISSION.			
APPRAISEMENT or VALUATION of any property or of any interest therein, or of the annual value thereof, or of any dilapidations, or of any repairs wanted, or of the materials and labour used or to be used in any building, or of any artificers work whatsoever.			
Where the amount of the appraisement or valuation does not exceed £5	0	0	3
Exceeds £5 and does not exceed £10 ...	0	0	6
„ 10 „ 20 ...	0	1	0
„ 20 „ 30 ...	0	1	6
„ 30 „ 40 ...	0	2	0
„ 40 „ 50 ...	0	2	6
„ 50 „ 100 ...	0	5	0
„ 100 „ 200 ...	0	10	0
„ 200 „ 500 ...	0	15	0
„ 500	1	0	0
Exemptions.			
(1.) Appraisement or valuation made for, and for the information of, one party only, and not being in any manner obligatory as between parties either by agreement or operation of law.			
(2.) Appraisement or valuation made in pursuance of the order of any Court of Admiralty or Vice-Admiralty, or of any Court of Appeal, from any sentence, adjudication, or judgment of any Court of Admiralty or Vice-Admiralty.			
(3.) Appraisement or valuation of any property made for the purpose of ascertaining the legacy or succession duty payable in respect thereof.			
And see section 38.			
APPRENTICESHIP, instrument of.			
Where there is no premium or consideration	0	2	6
In any other case—			
For every £5, and also for any fractional part of £5, of the amount or value of the premium or consideration	0	5	0
Exemptions.			
(1.) Instrument relating to any poor child apprenticed by, or at the sole charge of, any parish or township, or by or at the sole charge of any public charity, or pursuant to any Act for the regulation of parish apprentices.			
(2.) Instrument of apprenticeship in Ireland, where the value of the premium or consideration does not exceed £10.			
And see sections 39 and 40.			
ARTICLES OF CLERKSHIP whereby any person first becomes bound to serve as a clerk in order to his admission,			
(1.) As an attorney or solicitor in any of her Majesty's courts at Westminster or in Ireland, or as a proctor in the High Court of Admiralty, or any Ecclesiastical Court in England or Ireland ...	80	0	0
(2.) As an attorney or solicitor in any of the courts of the counties palatine of Lancaster and Durham, and as a writer to the signet, or as a solicitor, agent, or attorney in the Court of Session, Justiciary, or Commission of Teinds in Scotland	60	0	0
(3.) As a procurator or solicitor in any inferior court in Scotland	0	2	6
And see sections 41, 42, 43, and 44.			
ARTICLES OF CLERKSHIP, whereby any person, having been before bound by duly stamped articles to serve as a clerk in order to his ad-			

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	£	s.	d.
mission in any of the courts aforesaid, and not having completed his service so as to be entitled to such admission, becomes bound afresh for the same purpose	0	10	0

Assignment or Assignation.

By way of security, or of any security. See Mortgage, &c.

Upon a sale or otherwise. See Conveyance.

Assurance or Insurance. See Policy.

Attested Copy. See Copy.

Attorney, Letter or Power of. See Letter of Attorney. Warrant of. See Warrant of Attorney.

Award in England or Ireland, and Award or Decreet Arbitral in Scotland.

Where the amount or value of the matter in dispute does not exceed £5	0	0	3
Exceeds £5 and does not exceed £10 ...	0	0	6
„ 10 „ 20 ...	0	1	0
„ 20 „ 30 ...	0	1	6
„ 30 „ 40 ...	0	2	0
„ 40 „ 50 ...	0	2	6
„ 50 „ 100 ...	0	5	0
„ 100 „ 200 ...	0	10	0
„ 200 „ 500 ...	0	15	0
„ 500 „ 750 ...	1	0	0
„ 750 „ 1000 ...	1	5	0
And where it exceeds £1,000, and in any other case not above provided for ...	1	15	0

Back Bond. See Mortgage, &c., and section 105.

Bank Note—

For money not exceeding £1...	0	0	5
Exceeding £1 and not exceeding £2 ...	0	0	10
„ 2 „ 5 ...	0	1	3
„ 5 „ 10 ...	0	1	9
„ 10 „ 20 ...	0	2	0
„ 20 „ 30 ...	0	3	0
„ 30 „ 50 ...	0	5	0
„ 50 „ 100 ...	0	8	6

And see sections 45, 46, and 47.

Bill of Exchange—

Payable on demand	0	0	1

Bill of Exchange of any other kind whatsoever (except a Bank Note) and Promissory Note of any kind whatsoever (except a Bank Note)—drawn, or expressed to be payable, or actually paid, or endorsed, or in any manner negotiated in the United Kingdom:

Where the amount or value of the money for which the bill or note is drawn or made does not exceed £5	0	0	1
Exceeds £5 and does not exceed £10 ...	0	0	2
„ 10 „ 25 ...	0	0	3
„ 25 „ 50 ...	0	0	6
„ 50 „ 75 ...	0	0	9
„ 75 „ 100 ...	0	1	0
„ 100—			
for every £100, and also for any fractional part of £100, of such amount or value ...	0	1	0

Exemptions.

(1.) Bill or note issued by the Governor and Company of the Bank of England or Bank of Ireland.

(2.) Draft or order drawn by any banker in the United Kingdom upon any other banker in the United Kingdom, not payable to bearer or to order, and used solely for the purpose of settling or clearing any account between such bankers.

(3.) Letter written by a banker in the United Kingdom to any other banker in the United Kingdom, directing the payment of any sum of money, the same not being payable to bearer or to order, and such letter not being sent or delivered to the person to whom payment is to be made, or to any person on his behalf.

(4.) Letter of credit granted in the United Kingdom, authorising drafts to be drawn out of the United Kingdom payable in the United Kingdom.

	£	s.	d.
(5.) Draft or order drawn by the Accountant-General of the Court of Chancery in England or Ireland.			
(6.) Warrant or order for the payment of any annuity granted by the Commissioners for the Reduction of the National Debt, or for the payment of any dividend or interest on any share in the Government or Parliamentary stocks or funds.			
(7.) Bill drawn by the Lords Commissioners of the Admiralty, or by any person under their authority, under the authority of any Act of Parliament upon and payable by the Accountant-General of the Navy.			
(8.) Bill drawn (according to a form prescribed by her Majesty's orders by any person duly authorised to draw the same) upon and payable out of any public account for any pay or allowance of the army or other expenditure connected therewith.			
(9.) Coupon or warrant for interest attached to and issued with any security.			
And see sections 48, 49, 50, 51, 52, 53, 54, and 55.			
Bill of Lading of or for any goods, merchandise, or effects to be exported or carried coastwise ...	0	0	6
And see section 56.			
Bill of Sale—			
Absolute. See Convayance on Sale.			
By way of security. See Mortgage, &c.			
And see section 57.			
Bond for securing the payment or repayment of money or the transfer or re-transfer of stock. See Mortgage, &c.			
Bond in relation to any annuity upon the original creation and sale thereof. See Conveyance on Sale, and section 75.			
Bond, Covenant, or Instrument of any kind whatsoever.			
(1.) Being the only or principal or primary security for any annuity (except upon the original creation thereof by way of sale or security), or of any sum or sums of money at stated periods, not being interest for any principal sum secured by a duly stamped instrument, nor rent reserved by a lease or tack.			
For a definite and certain period, so that the total amount to be ultimately payable can be ascertained—			
The same ad valorem duty as a bond or covenant for such total amount.			
For the term of life or any other indefinite period.			
For every £5, and also for any fractional part of £5, of the annuity or sum periodically payable	0	2	6
(2.) Being a collateral or auxiliary or additional or substituted security for any of the above mentioned purposes where the principal or primary instrument is duly stamped—			
The same ad valorem duty as a bond or covenant of the same kind for such total amount.			
In any other case:			
For every £5, and also for any fractional part of £5, of the annuity or sum periodically payable	0	0	6
Bond given pursuant to the directions of any Act of Parliament, or by the directions of the Commissioners of Customs or Inland Revenue, or any of their officers, for or in respect of any of the duties of customs or excise, or for preventing frauds or evasions thereof, or for any other matter or thing relating thereto.			

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	£	s.	d.
Where the penalty of the bond does not exceed £150— The same ad valorem duty as a bond for the amount of the penalty.			
And in any other case	0	5	0
Exemption.			
Bond given as aforesaid upon, or with relation to, the receiving or obtaining, or for entitling any person to receive or obtain, any drawback of any duty or duties, or part of any duty or duties, of customs or excise, for or in respect of any goods, wares, or merchandise exported or shipped to be exported from the United Kingdom to any parts beyond the seas, or upon or with relation to the obtaining of any debenture or certificate for entitling any person to receive any such drawback as aforesaid.			
And see section 58.			
BOND on obtaining letters of administration in England or Ireland, or a confirmation of testament in Scotland	0	5	0
Exemptions.			
(1.) Bond given by the widow, child, father, mother, brother, or sister, of any common seaman, marine or soldier, slain or dying in the service of her Majesty, her heirs or successors.			
(2.) Bond given by any person where the estate to be administered does not exceed £100 in value.			
BOND of any kind whatsoever not specifically charged with any duty:			
Where the amount limited to be recoverable does not exceed £300— The same ad valorem duty as a bond for the amount limited.			
In any other case	0	10	0
BOND, accompanied with a deposit of title deeds, for making a mortgage, wadset, or other security on any estate or property therein comprised. See MORTGAGE, &c., and section 105.			
BOND, DECLARATION, or other DEED or WRITING for making redeemable any disposition, assignation, or tack, apparently absolute, but intended only as a security. See MORTGAGE, &c., and section 105.			
CERTIFICATE to be taken out yearly—			
(1.) By every person admitted or inrolled in England or Ireland as an attorney, solicitor, proctor, or notary public.			
(2.) By every person admitted or inrolled in Scotland as a writer to the signet, solicitor, agent, attorney, procurator, or notary public.			
(3.) By every other legally qualified person who carries on business in England or or Ireland as a conveyancer, special pleader, or draftsman in equity, and is obliged by law to take out such a certificate.			

If such person practises or carries on his business	If he has been admitted or enrolled, or has carried on business, for three years or upwards.	If he has not been so long admitted or enrolled, or has not so long carried on business.
In England, within ten miles from the General Post Office in the city of London ... In Scotland, within the city or shire of Edinburgh ... ... In Ireland, in the city of Dublin, or within three miles therefrom	9 0 0	4 10 0
In England, Scotland, or Ireland, beyond the above-mentioned limits	6 0 0	3 0 0
And see sections 59, 60, 61, 62, 63, and 64.		

	£	s.	d.
CERTIFICATE of any goods, wares, or merchandise, having been duly entered inwards, which shall be entered outwards for exportation at the port of importation, or be removed from thence to any other port for the more convenient exportation thereof, where such certificate is issued for enabling any person to obtain a debenture or certificate entitling him to receive any drawback of any duty or duties of customs, or any part thereof	0	4	0
CERTIFICATE of the registration of a design ... And see section 65.	5	0	0
CHARTER of resignation, or of confirmation, or of novodamus, or upon apprising, or upon a decreet of adjudication, or sale of any lands, or other heritable subjects in Scotland	0	5	0
CHARTER-PARTY, or any agreement or contract for the charter of any ship or vessel, or any memorandum, letter or other writing, between the captain, master, or owner of any ship or vessel, and any other person, for or relating to the freight or conveyance of any money, goods, or effects on board of such ship or vessel ... And see sections 66, 67, and 68.	0	0	6
CLARE CONSTAT. See PRECEPT.			
COLLATION. See APPOINTMENT, &c. to ecclesiastical benefices.			
COMMISSION granted by her Majesty, her heirs or successors, or by any person or persons duly authorised by her or them, to any officer in the army, or in the corps of Royal Marines ...	1	10	0
COMMISSION granted by the Lords Commissioners of the Admiralty to any officer in the navy ...	0	5	0
COMMISSION or DEPUTATION granted by the Commissioners of Inland Revenue	1	10	0
COMMISSION OF LUNACY	0	5	0
COMMISSION to act as a notary public in Scotland. See FACULTY.			
COMMISSION in the nature of a power of attorney in Scotland. See LETTER OR POWER OF ATTORNEY.			
CONDITIONAL SURRENDER of any copyhold or customary estate by way of mortgage. See MORTGAGE, &c., and sections 105 and 110.			
CONGE D'ELIRE. See GRANT.			
CONSTAT of Letters Patent. See EXEMPLIFICATION.			
CONTRACT. See AGREEMENT.			
CONTRACT NOTE—Any note, memorandum, or writing, commonly called a "contract note," or by whatever name the same may be designated, for or relating to the sale or purchase of any stock or marketable security of the value of £5 or upwards ... ... And see section 69.	0	0	1
CONVEYANCE or TRANSFER, whether on sale or otherwise—			
(1.) Of any stock of the governor and company of the Bank of England... ...	0	7	9
(2.) Of any stock of the East India Company	1	10	0
(3.) Of any debenture stock or funded debt of any company or corporation. For every £100, and also for any fractional part of £100, of the nominal amount transferred ... And see section 78.	0	2	6
CONVEYANCE or TRANSFER on sale,			
Of any property (except such stock or debenture stock or funded debt as aforesaid),			
Where the amount or value of the consideration for the sale does not exceed £5 ...	0	0	6
Exceeds £5 and does not exceed £10 ...	0	1	0
" 10 " 15 ...	0	1	6
" 15 " 20 ...	0	2	0
" 20 " 25 ...	0	2	6
" 25 " 50 ...	0	5	0
" 50 " 75 ...	0	7	6
" 75 " 100 ...	0	10	0
" 100 " 125 ...	0	12	6
" 125 " 150 ...	0	15	0
" 150 " 175 ...	0	17	6
" 175 200 ...	1	0	0
" 200 225 ...	1	2	6

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	£	s.	d.
Exceeds £225 and does not exceed £250 ...	1	5	0
„ 250 „ 275 ...	1	7	6
„ 275 „ 300 ...	1	10	0
„ 300			
For every £50, and also for any fractional part of £50, of such amount or value ...	0	5	0

And see sections 70, 71, 72, 73, 74, 75, 76, and 77.

CONVEYANCE or TRANSFER by way of security of any property (except such stock or debenture stock or funded debt as aforesaid), or of any security.
See MORTGAGE, &c.

CONVEYANCE or TRANSFER of any kind not hereinbefore described 0 10 0
And see section 78.

COPY or EXTRACT (attested or in any manner authenticated) of or from—
(1.) An instrument chargeable with any duty.
(2.) An original will, testament, or codicil.
(3.) The probate or probate copy of a will or codicil.
(4.) Any letters of administration or any confirmation of a testament.
(5.) Any public register (except any register of births, baptism, marriages, deaths or burials).
(6.) The books, rolls, or records of any court.
In the case of an instrument chargeable with any duty not amounting to one shilling—
The same duty as such instrument.
In any other case... ... ... 0 1 0

Exemptions.
(1.) Copy or extract of or from any law proceedings
(2.) Copy or extract in Scotland of or from the commission of any person as a delegate or representative to the convention of royal burghs or the general assembly or any presbytery or church court.
And see section 79.

COPY or EXTRACT (certified) of or from any register of births, baptisms, marriages, deaths or burials 0 0 1

Exemptions.
(1.) Copy or extract furnished by any clergyman, registrar, or other official person pursuant to and for the purposes of any Act of Parliament, or furnished to any general or superintending registrar under any general regulation.
(2.) Copy or extract for which the person giving the same is not entitled to any fee or reward.
And see section 80.

COPYHOLD and CUSTOMARY ESTATES—Instruments relating thereto.
Upon a sale thereof. See CONVEYANCE ON SALE.
Upon a mortgage thereof. See MORTGAGE, &c.
Upon a demise thereof. See LEASE OR TACK.
Upon any other occasion.
Surrender or grant made out of court, or the memorandum thereof, and copy of court roll of any surrender or grant made in court... ... ... 0 10 0
And see sections 81, 82, 83, 84, 85, and 86.

COST BOOK MINES. See TRANSFER.

COUNTERPART. See DUPLICATE.

COVENANT for securing the payment or repayment of money, or the transfer of retransfer of stock.
See MORTGAGE, &c.

COVENANT in relation to any annuity upon the original creation and sale thereof.
See CONVEYANCE ON SALE, and section 75.

	£	s.	d.
COVENANT in relation to any annuity (except upon the original creation and sale thereof) or to other periodical payments. See BOND, COVENANT, &c.			
COVENANT. Any separate deed of covenant (not being an instrument chargeable with ad valorem duty as a conveyance on sale or mortgage) made on the sale or mortgage of any property, and relating solely to the conveyance or enjoyment of, or the title to, the property sold or mortgaged, or to the production of the muniments of title relating thereto, or to all or any of the matters aforesaid.			
Where the ad valorem duty in respect of the consideration or mortgage money does not exceed 10s.— A duty equal to the amount of such ad valorem duty.			
In any other case	0	10	0
CURACY (Perpetual) licence to hold. Nomination to. See APPOINTMENT, &c., to ecclesiastical benefices.			
CUSTOMARY ESTATES. See COPYHOLD.			
DEBENTURE for securing the payment or repayment of money, or the transfer or retransfer of stock. See MORTGAGE, &c.			
DEBENTURE or CERTIFICATE for entitling any person to receive any drawback of any duty or duties, or part of any duty or duties of customs or excise, or any bounty payable out of the revenue of customs or excise, for or in respect of any goods, wares, or merchandise exported or shipped to be exported from any part of the United Kingdom to any part beyond the sea.			
Where the drawback or bounty to be received does not exceed £10...	0	1	0
Exceeds £10 and does not exceed £50 ...	0	2	6
Exceeds £50	0	5	0
DECLARATION of any use or trust of or concerning any property by any writing not being a deed or will, or an instrument chargeable with ad valorem duty as a settlement	0	10	0
DECLARATION (Statutory). See AFFIDAVIT.			
DECREET ARBITRAL. See AWARD.			
DEED whereby any real burden is declared or created on lands or heritable subjects in Scotland. See MORTGAGE, &c., and section 105.			
DEED containing an obligation to infeft any person in heritable subjects in Scotland, under a clause of reversion, as a security for money. See MORTGAGE, &c., and section 105.			
DEED containing an obligation to infeft or seize in an annuity to be uplifted out of heritable subjects in Scotland. See BOND, COVENANT, &c.			
DEED of any kind whatsoever, not described in this schedule	0	10	0
DEFEAZANCE. Deed or other instrument of defeazance of any conveyance, disposition, assignation, or tack, apparently absolute, but intended only as a security for money or stock. See MORTGAGE, &c., and section 105.			
DELIVERY ORDER	0	0	1
And see sections 87, 89, 90, and 91.			
DEPOSIT of title deeds. See MORTGAGE, &c., and section 105.			
DEPUTATION by the Commissioners of Inland Revenue. See COMMISSION.			
DEPUTATION or APPOINTMENT of a gamekeeper ...	0	10	0
DISPENSATION. See FACULTY.			
DISPOSITION of heritable property in Scotland to singular successors or purchasers. See CONVEYANCE ON SALE.			
DISPOSITION of heritable property in Scotland to a purchaser, containing a clause declaring all or any part of the purchase money a real burden			

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	£	s.	d.
upon, or affecting, the heritable property thereby disponed, or any part thereof. See CONVEYANCE ON SALE, MORTGAGE, &c., and section 105.			
DISPOSITION in Scotland containing constitution of feu or ground annual right. See CONVEYANCE ON SALE, and section 72.			
DISPOSITION in security in Scotland. See MORTGAGE, &c.			
DISPOSITION of any wadset, heritable bond, &c. See MORTGAGE, &c.			
DISPOSITION in Scotland of any property or of any right or interest therein not described in this schedule	0	10	0
DOCK WARRANT. See WARRANT FOR GOODS.			
DOCKET made on passing any instrument under the Great Seal of the United Kingdom... ...	0	2	0
DONATION of any ecclesiastical benefice, dignity, or promotion. See APPOINTMENT, &c., to ecclesiastical benefices.			
DRAFT for money. See BILL OF EXCHANGE, and section 48.			
DUPLICATE or COUNTERPART of any instrument chargeable with any duty. Where such duty does not amount to 5s.— The same duty as the original instrument.			
In any other case	0	5	0
And see section 93.			
ECCLESIASTICAL BENEFICE. See APPOINTMENT, &c., to ecclesiastical benefices.			
EIK to a reversion. See MORTGAGE, &c., and section 105.			
EXCHANGE or EXCAMBION—Instruments effecting. In the case specified in section 94 see that section.			
In any other case	0	10	0
EXEMPLIFICATION or CONSTAT, under the Great Seal of the United Kingdom of Great Britain and Ireland of any letters patent or grant made or to be made by her Majesty, her heirs or successors, or by any of her royal predecessors, of any honour, dignity, promotion, franchise, liberty, or privilege, or of any lands, office, or other thing whatsoever	5	0	0
EXEMPLIFICATION under the seal of any court in England or Ireland of any record or proceeding therein	3	0	0
EXTRACT. See COPY OR EXTRACT.			
FACTORY, in the nature of a letter or power of attorney in Scotland. See LETTER OR POWER OF ATTORNEY.			
FACULTY, LICENCE, COMMISSION, or DISPENSATION for admitting or authorising any person to act as a notary public:			
In England	30	0	0
In Scotland or Ireland...	20	0	0
FACULTY or DISPENSATION of any other kind:			
In England	30	0	0
In Ireland	25	0	0
FEU CONTRACT in Scotland. See CONVEYANCE ON SALE, and section 72.			
FOREIGN SECURITY. See MORTGAGE, &c., and sections 113, 114, and 115.			
FURTHER CHARGE or FURTHER SECURITY. See MORTGAGE, &c., and section 109.			
GRANT or LETTERS PATENT under the Great Seal of the United Kingdom of Great Britain and Ireland, or of the Great Seal of Ireland, or the Seal of the Duchy or County Palatine of Lancaster, or under the Seal kept and used in Scotland in place of the Great Seal formerly used there:			
(1.) Of the honour or dignity of a duke ...	350	0	0
„ „ of a marquis..	300	0	0
„ „ of an earl ...	250	0	0
„ „ of a viscount.	200	0	0
„ „ of a baron ...	150	0	0
„ „ of a baronet..	100	0	0
(2.) Of a conge d'elire to any dean and chapter for the election of an archbishop or bishop			
(3.) Of the royal assent to, or signification of, the election made by any dean and chapter, or of the nomination and presentation by her Majesty, her heirs or successors, in default of such election of any person to be an archbishop or bishop...	30	0	0
(4.) Of or for the restitution of the temporalities to any archbishop or bishop			
(5.) Of any other honour, dignity, or promotion whatsoever			
(6.) Of any franchise, liberty, or privilege to any person or body politic or corporate			
Exemptions.			
(1.) Commissions of rebellion in process.			
(2.) Letters patent or briefs for collecting charitable benevolences.			
(3.) Letters patent for confirming any dispensation hereinbefore charged with duty.			
(4.) Letters patent appointing sheriffs in England or Ireland, and the writs of assistance accompanying such letters patent.			
And see section 95.			
GRANT OF WARRANT OF PRECEDENCE to take rank among nobility under the sign manual of her Majesty, her heirs or successors...	100	0	0
GRANT or LICENCE under the sign manual to take and use a surname and arms, or a surname only. In compliance with the injunctions of any will or settlement	50	0	0
Upon any voluntary application	10	0	0
GRANT of arms or armorial ensigns only, under the sign manual, or by any of the Kings of Arms of England, Scotland or Ireland... ...	10	0	0
GRANT of copyhold or customary estates. See CONVEYANCE—COPYHOLD.			
GRANT of the custody of the person or estate of any lunatic...	2	0	0
HERITABLE BOND. See MORTGAGE, &c., and section 105.			
INSTITUTION. See APPOINTMENT, &c., to ecclesiastical benefices.			
INVENTORY. See SCHEDULE.			
LEASE or TACK—			
(1.) For any definite term less than a year:			
(*a.*) Of any dwelling-house or tenement, or part of a dwelling-house or tenement, at a rent not exceeding the rate of £10 per annum	0	0	1
(*b.*) Of any furnished dwelling-house or apartments where the rent for such term exceeds £25	0	2	6
(*c.*) Of any lands, tenements, or heritable subjects except or otherwise than as aforesaid— The same duty as a lease for a year at the rent reserved for the definite term.			
(2.) For any other definite term or for any indefinite term:			
Of any lands, tenements, or heritable subsubjects—			
Where the consideration, or any part of the consideration, moving either to the lessor or to any other person, consists of any money, stock, or security:			
In respect of such consideration— The same duty as a conveyance on a sale for the same consideration.			
Where the consideration or any part of the consideration is any rent:			
In respect of such consideration:			
If the rent, whether reserved as a			

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yearly rent or otherwise, is at a rate or average rate—

	If the term is definite, and does not exceed 35 years, or is indefinite			If the term being definite exceeds 35 years, but does not exceed 100 years.			If the term being definite exceeds 100 years.		
	£	s.	d.	£	s.	d	£	s.	d.
Not exceeding £5 per ann.	0	0	6	0	3	0	0	6	0
Exceeding—									
£5 and not exceeding £10	0	1	0	0	6	0	0	12	0
10 " " 15	0	1	6	0	9	0	0	18	0
15 " " 20	0	2	0	0	12	0	1	4	0
20 " " 25	0	2	6	0	15	0	1	10	0
25 " " 50	0	5	0	1	10	0	3	0	0
50 " " 75	0	7	6	2	5	0	4	10	0
75 " " 100	0	10	0	3	0	0	6	0	0
100									
For every full sum of £50, and also for any fractional part of £50 thereof	0	5	0	1	10	0	3	0	0

(3.) Of any other kind whatsoever not hereinbefore described 0 10 0

And see sections 96, 97, 98, 99, and 100.

Letter of Allotment or Letter of Renunciation, or any other document having the effect of a letter of allotment:

(1.) Of any share of any company or proposed company ... ...
(2.) In respect of any loan raised, or proposed to be raised, by any company or proposed company, or by any municipal body or corporation ...
(3.) Issued or delivered in the United Kingdom, of any share of any foreign or colonial company or proposed company, or in respect of any loan raised or proposed to be raised by or on behalf of any foreign or colonial state, government, municipal body, corporation, or company ... } 0 0 1

And Scrip Certificate, Scrip, or other document:

(1.) Entitling any person to become the proprietor of any share of any company or proposed company... ...
(2.) Issued or delivered in the United Kingdom, and entitling any person to become the proprietor of any share of any foreign or colonial company or proposed company... ...
(3.) Denoting, or intended to denote, the right of any person as a subscriber in respect of any loan raised or proposed to be raised by any company or proposed company, or by any municipal body or corporation ... } 0 0 1
(4.) Issued or delivered in the United Kingdom, and denoting, or intended to denote, the right of any person as a subscriber in respect of any loan raised or proposed to be raised by or on behalf of any foreign or colonial state, government, municipal body, corporation or company ... ...

And see section 101.

Letter or Power of Attorney, or Commission, Factory, Mandate, or other instrument in the nature thereof:

(1.) For the sole purpose of appointing or authorising any one person to vote as a proxy at any one meeting at which votes may be given by proxy 0 0 1
(2.) By any petty officer, seaman, marine, or soldier serving as a marine, or by the executors or administrators of any such person, for receiving prize money or wages 0 1 0
(3.) For the receipt of the dividends or interest of any stock:

	£	s.	d.
Where made for the receipt of one payment only	0	1	0
In any other case	0	5	0

(4.) For the receipt of any sum of money, or any bill of exchange or promissory note for any sum of money, not exceeding £20, or any periodical payments not exceeding the annual sum of £10 (not being hereinbefore charged) ... 5 0
(5.) For the sale, transfer, or acceptance of any of the Government or Parliamentary stocks or funds:
Where the value of such stocks or funds does not exceed £20 ... 0 5 0
In any other case 0 10 0
(6). Of any kind whatsoever not hereinbefore described 0 10 0

Exemptions.

(1.) Letter or power of attorney for the receipt of dividends of any definite and certain share of the Government or Parliamentary stocks or funds producing a yearly dividend of less than £3.
(2.) Letter or power of attorney or proxy filed in the Court of Probate in England or Ireland, or in any ecclesiastical court.
(3.) Letter or power of attorney for voting on any election of directors of the East India Company.

And see sections 102, 103, and 104.

Letters of Marque and Reprisal 5 0 0
Letters Patent. See Grant.
Letter of Reversion in Scotland. See Mortgage, &c., and section 105.
Licence for Marriage.
Special—
In England or Ireland... ... ... 5 0 0
Not special—
In England 0 10 0

Licence under the seal of any archbishop, bishop, chancellor, or other ordinary, or by any ecclesiastical court in England or Ireland, or by any presbytery or other ecclesiastical power in Scotland:

(1.) To hold the office of lecturer, reader, chaplain, church clerk, chapel clerk, parish clerk, or sexton ... ...
(2.) For licensing a building for the performance of divine service within an ecclesiastical district formed under the provisions of the New Parishes Act ... ...
(3.) For licensing any chapel for the solemnisation of marriages therein, pursuant to the provisions of the Act 6 & 7 Will. 4, c. 85 ... ... } 0 10 0
(4.) For licensing or authorising any matter relating to a consecrated building or ground, or anything to be constructed, set up, taken down, or altered therein, or to be removed therefrom ... ...
(5.) For any other purpose (except a licence to hold a perpetual curacy) 2 0 0

Exemptions.

(1). Licence granted to any spiritual person to perform divine service in any building approved by the archbishop or bishop in lieu of any church or chapel whilst the same is under repair or is rebuilding, or in any building so approved for the convenience of the inhabitants of a parish resident at a distance from the church or consecrated chapel.
(2.) Licence to a stipendiary curate, wherein the annual amount of the stipend is specified.

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	£	s.	d.
(3.) Licence for the purpose of authorising or enabling any person to preach or exercise any other spiritual function, not being a licence to hold the office of lecturer, reader, or chaplain, and there being no salary or emolument for or attached to the exercise of the function for which such licence is granted.			
LICENCE to act as a notary public. See FACULTY.			
LICENCE to use surname or arms. See GRANT.			
MARRIAGE CONTRACT. See SETTLEMENT.			
MARRIAGE LICENCE. See LICENCE.			
MEMORIAL to be registered pursuant to any Act of Parliament, made or to be made, for the public registering of deeds and conveyances in England or Ireland:			
Where the instrument registered is chargeable with any duty not amounting to 2s. 6d.	The same duty as the registered instrument.		
In any other case	0	2	6
MORTGAGE, BOND, DEBENTURE, COVENANT, WARRANT OF ATTORNEY to confess and enter up judgment, and FOREIGN SECURITY of any kind.			
(1.) Being the only or principal or primary security for—			
The payment or repayment of money not exceeding £25	0	0	8
Exceeding £25 and not exceeding £50	0	1	3
„ 50 „ 100	0	2	6
„ 100 „ 150	0	3	9
„ 150 „ 200	0	5	0
„ 200 „ 250	0	6	3
„ 250 „ 300	0	7	6
„ 300.			
For every £100, and also for any fractional part of £100, of such amount	0	2	6
(2.) Being a collateral, or auxiliary, or additional, or substituted security, or by way of further assurance for the above-mentioned purpose, where the principal or primary security is duly stamped:			
For every £100, and also for any fractional part of £100, of the amount secured	0	0	6
(3.) TRANSFER, ASSIGNMENT, DISPOSITION, or ASSIGNATION of any mortgage, bond, debenture, covenant, or foreign security, or of any money or stock secured by any such instrument, or by any warrant of attorney to enter up judgment, or by any judgment:			
For every £100, and also for any fractional part of £100, of the amount transferred, assigned, or disponed	0	0	6
And also where any further money is added to the money already secured—	The same duty as a principal security for such further money.		
(4.) RECONVEYANCE, RELEASE, DISCHARGE, SURRENDER, RESURRENDER, WARRANT TO VACATE, or RENUNCIATION of any such security as aforesaid, or of the benefit thereof, or of the money thereby secured:			
For every £100, and also for any fractional part of £100, of the total amount or value of the money at any time secured	0	0	6
And see sections 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115.			
MUTUAL DISPOSITION or Conveyance in Scotland. See EXCHANGE or EXCAMBION.			
NOTARIAL ACT of any kind whatsoever (except a protest of a bill of exchange or promissory note, or any notarial instrument to be expeded and recorded in any register of sasines)	0	1	0
And see PROTEST, SEISIN, and section 116.			

	£	s.	d.
ORDER for the payment of money. See BILL OF EXCHANGE and section 48.			
PARTITION or DIVISION—Instruments effecting. In the case specified in section 94, see that section. In any other case	0	10	0
PASSPORT	0	0	6
PERPETUAL CURACY. See APPOINTMENT, &c., to Ecclesiastical Benefices.			
POLICY OF INSURANCE—			
(1.) Upon any life or lives, or upon any event or contingency relating to or depending upon any life or lives (except for the payment of money upon the death of any person only from accident or violence, or otherwise than from a natural cause):			
Where the sum insured does not exceed £10	0	0	1
Exceeds £10, but does not exceed £25	0	0	3
Exceeds £25, but does not exceed £500:			
For every full sum of £50 and also for any fractional part of £50 of the amount insured ...	0	0	6
Exceeds £500, but does not exceed £1,000:			
For every full sum of £100, and also for any fractional part of £100, of the amount insured ...	0	1	0
Exceeds £1,000:			
For every full sum of £1,000, and also for any fractional part of £1,000, of the amount insured .	0	10	0
(2.) For any payment agreed to be made upon the death of any person, only from accident or violence, or otherwise than from a natural cause, or as compensation for personal injury, or by way of indemnity against loss or damage of or to any property...	0	0	1
And see sections 117, 118, and 119.			
POWER OF ATTORNEY. See LETTER OF ATTORNEY.			
PRECEPT OF CLARE CONSTAT to give seisin of lands or other heritable subjects in Scotland	0	5	0
PRESENTATION to any ecclesiastical benefice, dignity, or promotion. See APPOINTMENT, &c., to Ecclesiastical Benefices.			
PROCURATION, deed, or other instrument of ...	0	10	0
PROMISSORY NOTE. See BANK NOTE, BILL OF EXCHANGE, and section 49.			
PROTEST of any bill of exchange or promissory note:			
Where the duty on the bill or note does not exceed 1s.	The same duty as the bill or note.		
In any other case	0	1	0
And see section 116.			
PROXY. See LETTER OR POWER OF ATTORNEY.			
RECEIPT given for, or upon the payment of, money amounting to £2 or upwards	0	0	1

Exemptions.

(1.) Receipt given for money deposited in any bank, or with any banker, to be accounted for and expressed to be received of the person to whom the same is to be accounted for.

(2.) Acknowledgment by any banker of the receipt of any bill of exchange or promissory note for the purpose of being presented for acceptance or payment.

(3.) Receipt given for or upon the payment of any Parliamentary taxes or duties, or of money to or for the use of her Majesty.

(4.) Receipt given by the Accountant-General of the Navy for any money received by him for the service of the navy.

(5.) Receipt given by any agent for money imprested to him on account of the pay of the army.

(6.) Receipt given by any officer, seaman, marine or soldier, or his representa-

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	£	s.	d.
tives, for or on account of any wages, pay or pension, due from the Admiralty or Army Pay Office.			
(7.) Receipt given for the consideration money for the purchase of any share in any of the Government or Parliamentary stocks or funds, or in stock of the East India Company, or in the stocks and funds of the Secretary of State in Council of India, or of the governor and company of the Bank of England, or of the Bank of Ireland, or for any dividend paid on any share of the said stocks or funds respectively.			
(8.) Receipt given for any principal money or interest due on an exchequer bill.			
(9.) Receipt written upon a bill of exchange or promissory note duly stamped.			
(10.) Receipt given upon any bill or note of the governor and company of the Bank of England or the Bank of Ireland.			
(11.) Receipt indorsed or otherwise written upon or contained in any instrument liable to stamp duty, and duly stamped, acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest, or annuity thereby secured or therein mentioned.			
(12.) Receipt given for drawback or bounty upon the exportation of any goods or merchandise from the United Kingdom.			
(13.) Receipt given for the return of any duties of customs upon certificates of over entry.			
(14.) Receipt indorsed upon any bill drawn by the Lords Commissioners of the Admiralty, or by any person under their authority, or under the authority of any Act of Parliament upon and payable by the Accountant-General of the Navy.			
And see sections 120, 121, 122, and 123.			
RECONVEYANCE, RELEASE, or RENUNCIATION of any security. See MORTGAGE, &c.			
RELEASE or RENUNCIATION of any property, or of any right or interest in any property—			
Upon a sale. See CONVEYANCE ON SALE.			
By way of security. See MORTGAGE, &c.			
In any other case	0	10	0
RENUNCIATION. See RECONVEYANCE and RELEASE.			
RESIGNATION. Principal or original instrument of resignation, or service of cognition of heirs or charter or seisin of any houses, lands, or other heritable subjects in Scotland holding burgage, or of burgage tenure	0	5	0
And instrument of resignation of any lands or other heritable subjects in Scotland not of burgage tenure	0	5	0
REVOCATION of any use or trust of any property by deed, or by any writing, not being a will ...	0	10	0
SCHEDULE INVENTORY, or document of any kind whatsoever, referred to in or by, and intended to be used or given in evidence as part of, or as material to, any other instrument charged with any duty, but which is separate and distinct from, and not indorsed on or annexed to, such other instrument:			
Where such other instrument is chargeable with any duty not exceeding 10s.			
The same duty as such other instrument.			
In any other case	0	10	0
Exemptions.			
(1.) Printed proposals published by any corporation or company respecting insurances, and referred to in or by any policy of insurance issued by such corporation or company.			
(2.) Any public map, plan, survey, apportionment, allotment, award, and other parochial or public document and writing, made under or in pursuance of any Act of Parliament, and deposited or kept for reference in any registry, or in any public office, or with the public books, papers, or writings of any parish.			
SCRIP CERTIFICATE or SCRIP. See LETTER OF ALLOTMENT.			
SEISIN. Instrument of seisin given upon any charter, precept of clare constat. or precept from chancery, or upon any wadset, heritable bond, disposition, apprising, adjudication or otherwise of any lands or heritable subjects in Scotland not of burgage tenure	0	5	0
And any NOTARIAL INSTRUMENT to be expeded and recorded in any register of sasines... ...	0	5	0
SETTLEMENT. Any instrument, whether voluntary or upon any good or valuable consideration, other than a bonâ fide pecuniary consideration, whereby any definite and certain principal sum of money (whether charged or chargeable on lands or other hereditaments or heritable subjects, or not, or to be laid out in the purchase of lands or other hereditaments or heritable subjects or not), or any definite and certain amount of stock, or any security, is settled or agreed to be settled in any manner whatsoever:			
For every £100, and also for any fractional part of £100 of the amount or value of the property settled or agreed to be settled	0	5	0
Exemption.			
Instrument of appointment relating to any property in favour of persons specially named or described as the objects of a power of appointment, created by a previous settlement stamped with ad valorem duty in respect of the same property, or by will, where probate duty has been paid in respect of the same property as personal estate of the testator.			
And see sections 124, 125, and 126.			
SHARE WARRANT issued under the provisions of the Companies Act, 1867.			
See section 33 of that Act, CONVEYANCE ON SALE, and section 127 of this Act.			
SURRENDER—			
Of copyholds. See COPYHOLD.			
Of any other kind whatsoever not chargeable with duty as a conveyance on sale or mortgage	0	10	0
TACK of lands, &c., in Scotland. See LEASE OF TACK.			
TACK IN SECURITY. See MORTGAGE, &c.			
TRANSFER. See CONVEYANCE OR TRANSFER.			
TRANSFER. Any request or authority to the purser or other officer of any mining company, conducted on the cost book system, to enter or register any transfer of any share, or part of a share, in any mine, or any notice to such purser or officer of any such transfer	0	0	6
And see section 128.			
VALUATION. See APPRAISEMENT.			
VOTING PAPER. Any instrument for the purpose of voting by any person entitled to vote at any meeting	0	0	1
And see section 102.			
WADSET. See MORTGAGE, &c.			
WARRANT OF ATTORNEY to confess and enter up a judgment given as a security for the payment or repayment of money, or for the transfer or re-transfer of stock.			
See MORTGAGE, &c.			
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Exemptions.			
(1.) Any document or writing given by any inland carrier acknowledging the receipt of goods conveyed by such carrier.			
(2.) A weight note issued together with a duly stamped warrant, and relating			

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	£	s.	d.
solely to the same goods, wares, or merchandise.			
And see sections 88, 89, and 92.			
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(2.) Instruments for the sale, transfer, or other disposition either absolutely or by way of mortgage, or otherwise, of any ship or vessel, or any part, interest, share, or property of or in any ship or vessel.			
(3.) Instruments of apprenticeship, bonds, contracts, and agreements entered into in the United Kingdom for or relating to the service in any of her Majesty's colonies or possessions abroad of any person as an artificer, clerk, domestic servant, handicraftsman, mechanic, gardener, servant in husbandry, or labourer.			
(4.) Testaments, testamentary instruments, and dispositions mortis causâ in Scotland.			
(5.) Bonds given to sheriffs or other persons upon the replevy of any goods or chattels, and assignments of such bonds.			
(6.) Commissions granted to officers of militia, yeomanry, or volunteers.			
(7.) Instruments made by, to, or with the Commissioners or the First Commissioner, of her Majesty's Works and Public Buildings, for any of the purposes of the Act 15 & 16 Vict. c. 28.			

CAP. XCVIII.

An Act for consolidating and amending the law relating to the management of stamp duties. [10th August, 1870.

1. *Short title and commencement of Act.*
2. *Interpretation of terms.*
3. *Duties to be managed by the commissioners.*
4. *Former references to stamp duties to apply to this Act.*
5. *As to licences to deal in stamps.*
6. *As to the contents and effect of a licence.*
7. *Penalty for unauthorised dealing in stamps, £20, and in the case of a forged stamp, £40.*
8. *How licence to be notified. Penalty £10.*
9. *Penalty on unauthorised persons holding themselves out as dealers in stamps, £10.*
10. *Provisions as to the determination of a licence.*
11. *Penalty for hawking stamps, £20. Mode of proceeding.*
12. *Postage stamps.*
13. *Discount.*
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15. *Allowance for misused stamps.*
16. *Allowance, how to be made.*
17. *Stamps not wanted may be repurchased by the commissioners.*
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22. *Licensed person in possession of forged stamps to be presumed guilty until contrary is shown.*
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24. *As to the discontinuance of dies.*
25. *As to defacement of adhesive stamps.*
26. *Recovery of penalties.*
27. *Affidavits and declarations, how to be made.*

CAP. XCIX.

An Act for the repeal of certain enactments, relating to the Inland Revenue. [10th August, 1870.

CAP. C.

An Act to amend the law relating to the repayment to the Consolidated Fund of money expended for the benefit of Greenwich hospital. [10th August, 1870.

CAP. CI.

An Act for amending the sixth section of the Pensions Commutation Act, 1869. [10th August, 1870.

CAP. CII.

An Act to amend the law relating to the taking of oaths of allegiance on naturalization. [10th August, 1870.

33 & 34 *Vict. c.* 14.] Whereas it is expedient to amend the law relating to the taking of oaths of allegiance under the Naturalization Act, 1870:

Be it enacted, &c.

1. *Regulations as to oaths of allegiance.*] The power of making regulations vested in one of Her Majesty's Principal Secretaries of State by the Naturalization Act, 1870, shall extend to prescribing as follows:—

(1.) The persons by whom the oaths of allegiance may be administered under that Act:
(2.) Whether or not such oaths are to be subscribed as well as taken, and the form in which such taking and subscription are to be attested:
(3.) The registration of such oaths:
(4.) The persons by whom certified copies of such oaths may be given:
(5.) The transmission to the United Kingdom for the purpose of registration or safe keeping, or of being produced as evidence of any oaths taken in pursuance of the said Act out of the United Kingdom, or of any copies of such oaths, also of copies of entries of such oaths contained in any register kept out of the United Kingdom in pursuance of this Act:
(6.) The proof in any legal proceedings of such oaths:
(7.) With the consent of the Treasury, the imposition and application of fees in respect of the administration or registration of any such oath.

The two last paragraphs in the eleventh section of the Naturalization Act, 1870, shall apply to regulations made under this Act.

2. *Penalty on making false declaration.*] An person wilfully and corruptly making or subscribing any declaration under the Naturalization Act, 1870, knowing the same to be untrue in any material particular, shall be guilty of a misdemeanour, and be liable to imprisonment with or without hard labour for any term not exceeding twelve months.

3. *Construction and short title of Act.*] This Act shall be termed the Naturalization Oath Act, 1870, and shall be construed as one with the Naturalization Act, 1870, and may be cited together with that Act as the Naturalization Act, 1870.

CAP. CIII.

An Act to continue various expiring laws. [10th August, 1870.

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CAP. CIV.

An Act to facilitate compromises and arrangements between creditors and shareholders of joint stock and other companies in liquidation.
[10th August, 1870.

Whereas it is expedient to amend the law relating to the liquidation of joint stock and other companies:

Be it enacted, &c.

1. *Short title.*] This Act may be cited as "The Joint Stock Companies Arrangement Act, 1870."

2. *Where compromise proposed Court of Chancery may order a meeting of creditors, &c. to decide as to such compromise.*] Where any compromise or arrangement shall be proposed between a company which is, at the time of the passing of this Act or afterwards, in the course of being wound up, either voluntarily or by or under the supervision of the Court, under the Companies Acts 1862, and 1867, or either of them, and the creditors of such company, or any class of such creditors, it shall be lawful for the Court, in addition to any other of its powers, on the application in a summary way of any creditor or the liquidator, to order that a meeting of such creditors, or class of creditors shall be summoned in such manner as the Court shall direct, and if a majority in number representing three fourths in value of such creditors or class of creditors present either in person or by proxy at such meeting shall agree to any arrangement or compromise, such arrangement or compromise shall, if sanctioned by an order of the Court, be binding on all such creditors or class of creditors, as the case may be, and also on the liquidator and contributories of he said company.

3. *Interpretation.*] The word "company" in this Act shall, mean any company liable to be wound up under "The Companies Act, 1862.

4. *Act and Companies Act to be read together.*] This Act shall be read and construed as part of "The Companies Act, 1862."

CAP. CV.

An Act for appointing a commission to inquire into the alleged prevalence of the truck system, and the disregard of the Acts of Parliament prohibiting such system, and for giving such commission the powers necessary for conducting such inquiry.
[10th August, 1870.

CAP. CVI.

An Act to amend the Sanitary Act, 1866, so far as relates to the City of Dublin. [10th August, 1870.

CAP. CVII.

An Act for taking the census of England.
[10th August, 1870.

CAP. CVIII.

An Act for taking the census in Scotland.
[10th August, 1870.

CAP. CIX.

An Act to abolish certain real actions in the superior courts of common law in Ireland, and further to amend the procedure in the said courts; and for other purposes. [10th August, 1870

CAP. CX.

An Act to provide for the administration of the law relating to matrimonial causes and matters, and to amend the law relating to marriages in Ireland.
[10th August, 1870.

CAP. CXI.

An Act to make provision in relation to certain beer-houses not duly qualified according to law.
[10th August, 1870.

Whereas in misapprehension of the provisions of an Act passed in the third and fourth years of the reign of her present Majesty, chapter sixty-one, licences and certificates for the sale of beer and cider have been granted in respect of houses not duly qualified as by the first section of the said Act is required:

Be it enacted, &c.

1. *Rating qualification and closing hours of beerhouses within townships where separate poor-rate is or can be made.*] A dwelling-house, if situated within the township for which a separate poor-rate is or can be made, or within a hamlet for which a separate poor-rate is or can be made, shall for the purpose of determining by reference to population, in accordance with the first and fifteenth sections respectively of the said Act, the rating qualification and the closing hour applicable to such house as a house for the sale of beer or cider, be deemed to be within such township or hamlet, as the case may be, and not within any larger area of which such township or hamlet forms a part.

2. *Restricted application of Act.*] This Act shall apply exclusively to houses in respect of which licences under Acts to permit the general sale of beer and cider by retail in England are in force at the time of the passing of this Act, and to such houses so long only as such licences or any renewal thereof shall remain in force.

3. *Short title.*] This Act may be cited for all purposes as "The Beerhouse Act, 1870."

CAP. CXII.

An Act to amend the Act of the first and second years of the reign of his late Majesty King William the Fourth, chapter thirty-three, in part, and to afford facilities for obtaining loans for the erection, enlargement, and improvement of glebe houses, and for the acquirement of lands for glebes in Ireland.
[10th August, 1870.

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